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| MC logo | **Standard tender documentation for procurement of goods, works, services** |
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| Related documents | Rules of goods, works, services approved by the Board of Trustees of Nazarbayev University dated 30 August 2014 No. 16;Liaison protocol on issues of procurement approved by Managing Council of Nazarbayev University dated 30 September 2014 No.30.09.14. |
| Document language | *English \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**Kazakh \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**Russian\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.* |

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1. **General provisions**
2. The present standard tender documentation for procurement of goods, works, services (hereinafter - the tender documentation) is developed in accordance with paragraph 5.2. of the Rules for procurement of goods, works, services, approved by decision of the Board of Trustees of Nazarbayev University dated 30 August 2014, No. 16 (hereinafter – the Rules).
3. The tender on procurement of goods (works, services), designated in the information sheet, is held under conditions and requirements of this tender documentation, and in accordance with the Rules provisions.
	1. The following appendices:
4. Information sheet (Appendix 1 to the tender documentation);
5. Application for participation in the tender of the potential supplier for legal entities (Appendix 2 to the tender documentation);
6. Application for participation in the tender of the potential supplier for individuals (Appendix 3 to the tender documentation);
7. Bank guarantee (tender security for participation) (Appendix 4 to the tender documentation);
8. Information on subcontractors/co-executors (Appendix 5 to the tender documentation);
9. Bank guarantee (contract enforcement) (Appendix 6 to the tender documentation)

and additional appendices, designated in the information sheet of the Appendix 1 to the tender documentation, are an integral part of this tender documentation.

1.4 Information sheet reflects some important conditions of the tender, which is filled by procurement authority.

1.5 Tender documentation uses the terms and definitions provided in the Rules.

**2. Clarification of tender documentation provisions, procedure for amendments and/or additions to tender documentation**

1. The potential supplier has the right to send to procurement authority a written request for clarification of tender documentation provisions at least 4 (four) business days prior to the deadline for bid submission for participation in tender (hereinafter – the bid).
2. Procurement authority shall within 2 (two) business days after receipt of written request respond to it without giving details of the person who submitted the request, and shall also notify on such clarification all potential suppliers by posting it on the Internet resource.
3. Procurement authority shall no less than 2 (two) business days before the expiry of the final date for bids submission have the right to make amendments and / or additions to the tender documentation.

During this period, the procurement authority publishes text of amendments and / or additions on the Internet resource and informs the potential suppliers who submitted the bids.

In this case, the deadline for bids submission is extended for a period of no less than five (5) business days.

1. Potential suppliers shall individually monitor possible amendments and / or additions made to the announcement of the tender and tender documentation posted on the Internet resource.

**3. Cancellation of Tender Procedures**

1. The Client shall have the right at any stage to cancel the procurement.
2. The procurement authority as of the date of the decision by the Client to cancel the procurement:

1) shall within 5 (five) business days place the relevant decision on the Internet resource and notify the persons involved in the realization of the procurements (if necessary);

2) returns made contributions ​​to secure the bids and / or enforcement of the procurement contract, and / or enforcement of the procurement contract in the amount of advance payment (if conditions of the procurement provide for such security).

1. In case of violations in the tender held, the Client / committee until the conclusion of the procurement contract shall:
2. cancel the results;
3. give a notice of the decision to potential suppliers taking part in the procurement, via publication of relevant protocol on the Internet resource, without compensation of any losses to the potential suppliers;

3) returns tender bid securities to the potential suppliers.

**4. Committee, expert (s), Secretary of Committee**

1. The Committee shall consist of no less than 3 (three) persons and include the Chairman, Deputy Chairman and other members of the committee.
2. The Committee shall start its activity from the date the decision on its establishment comes into force and cease its activity from the day when the supplier provides security of procurement contract execution.
3. The Committee meetings shall take place subject to the presence of simple majority of committee members. In the absence of a member of the committee, the protocol states the reason for his absence.
4. The Committee's decision shall be made by open vote and shall be adopted by the majority of votes of all members present at the meeting. When making decision the Committee shall take into account the opinion of an expert.
5. In case of an equality of votes, the decision voted for by the Chairman of the Committee shall be adopted. In case of disagreement with the decision of the committee member shall have the right to dissenting opinion, which shall be stated in written form and attached to the protocol of the Committee meeting.
6. In the event of interest conflict of any of the Committee members the person shall notify the Secretary of the Committee, as recorded in the protocol on the results of the tender. In this case, the person does not take part in the decision of the Committee.
7. The Committee's decision shall be stated in the protocol signed on every sheet by the members and by Committee Secretary and shall be published on the Internet resource.
8. Organizational activities of the Committee shall be provided by the Secretary, who is not a member of the Committee and has no right to vote.
9. The procurement authority for determination of whether the proposed potential suppliers of goods (works, services) meet requirements of the tender documentation is entitled to engage an expert. The expert does not have the right to vote in the Committee decision. Expert opinion shall be attached to the protocol on the outcome of the tender and is its integral part therein.

**5. Currency of quotation from the potential supplier**

1. The quotation of the tenderer - resident of the Republic of Kazakhstan, shall be expressed in tenge. The quotation of the tenderer - non-resident of the Republic of Kazakhstan can be expressed in a different currency.
2. If quotations of bidders are expressed in different currencies, for their evaluation and comparison they shall be translated into the currency of the Republic of Kazakhstan - tenge, in accordance with an official exchange rate of the National Bank of the Republic of Kazakhstan, on the day of opening envelopes with the bids.

**6. Requirements to bid execution**

1. The bid is a form of expression of the consent of the potential supplier applying for participation in the tender to supply goods (perform works, provide services) in accordance with the requirements and conditions provided in the tender documentation.
2. The potential suppliers are required to have general and special qualifications sufficient to fulfill obligations under the procurement contract.
3. In order to meet the general eligibility requirements the potential supplier shall have the legal capacity (for legal entities), civil capacity (for individuals).
4. The potential supplier, in addition to general qualifications shall meet specific eligibility requirements designated in the technical specifications of the purchased goods (works, services).
5. In order to confirm his compliance with qualification requirements established by this section the potential supplier shall submit to the procurement authority the following documents:

1) completed and signed bid with the seal (if any) of the potential supplier in accordance with Appendices 2, 3 to the tender documentation;

2) documents confirming compliance of the potential supplier with general eligibility requirements:

notarized copy of certificate or paper copy of electronic document of certificate of state registration (re-registration) of a legal entity, or the document granting the right to carry out business activity without establishment of legal entity, issued by the relevant government authority;

notarized copy of the charter, approved in accordance with legislation, taking into account changes (if any), or the application for state registration of the set form of registration of the legal entity operating under the Standard Charter.

document containing information about the founders (participants or shareholders), if the charter does not contain information about the founders or the founders composition: notarized statement from constituent documents, containing information about the founder or the founders composition, or the original extract from the register of shareholders, signed and sealed in the prescribed manner, issued no more than thirty (30) calendar days before the date of opening the envelopes;

non-residents of the Republic of Kazakhstan shall submit notarized copy or original extract from the trade register, apostilled or consular legalized;

the original or notarized copy of the appointment (election) of the CEO of the potential supplier;

in case of participation of the consortium:

the original or notarized copy of the agreement on joint activity which shall include common liability of the consortium members;

the original or notarized copy of the document confirming the right to sign the consortium agreement by authorized person of each legal entity of the consortium;

documents referred to in this subparagraph shall be provided for each member of the consortium;

1. documents confirming compliance of the potential supplier with special qualification requirements designated in technical specifications of goods (works, services);
2. the original bid security in accordance with Appendix 4 to the tender documentation;
3. the original or notarized copy of power of attorney for signing the application by person (s), representing interests of the potential supplier, except for the CEO of the potential supplier who has the right to speak on behalf of the potential supplier without a warrant, in accordance with the Charter of the potential supplier. The power of attorney shall be executed in accordance with the laws of the Republic of Kazakhstan;
4. if the potential supplier provides sub-contractors (co-executors) engagement for works or services, the potential supplier shall provide (if the terms of the tender documentation provides to involve subcontractor (subcontractors) by the potential supplier):

documents confirming compliance of involved subcontractors (co-executors) with special qualification requirements;

information on subcontractors regarding work performance (co-executors – regarding services providing), who are the subject of tender procurement in accordance with Appendix 5 to the tender documentation.

The transfer by supplier to subcontractors (co-executors) on subcontracting in total more than 2/3 (two thirds) of the amount of work (contract price), as well as the services of their total cost shall not be allowed.

6.6. The potential supplier – non-resident of the Republic of Kazakhstan, in order to confirm his compliance with special qualification requirements shall provide the same documents as the residents of the Republic of Kazakhstan, or documents containing similar information on qualifications of a potential supplier – non-resident of the Republic of Kazakhstan with notarized translation into the language of the tender documentation. In consideration of the bid the Committee will prevail translation.

6.7. Validity of bids submitted by potential supplier to participate in tender for procurement of goods (works, services) shall be not less than the period specified in the Information sheet.

6.8. Potential supplier submits to authority of procurement only one bid and has the right to withdraw his bid, make changes before the deadline for submission, without losing the right to return submitted bid security.

6.9. The bid shall be in the language of the tender documentation.

**7. Ensuring the bid**

1. Bid Security shall brought by the potential supplier in the amount of no less than 1 (one) percent of the amount allocated to the tender (lot) in the form of a bank guarantee in accordance with Appendix 4 to the tender documentation. The potential supplier makes provides bid security for only a lot (s) on which the bid is submitted.
2. Validity of bid security shall not be less than the period of validity of the bid.
3. Bids without security, shall be cancelled by the Committee as they are not meeting the requirements of the tender documentation.

Bids that have security with shorter validity period than stated in the tender documentation shall be cancelled.

1. Bid security made ​​by the potential supplier shall be returned in case of:

1) revocation by the potential supplier of his bid prior to the deadline of submission;

2) signing the protocol on the outcome of the tender. This case shall not be applied to the potential supplier, determined as winner and runner-up;

3) entry into force of the procurement contract and making enforcement of the procurement contract by the supplier;

4) expiration of the bid.

1. Bid security made ​​by the potential supplier shall be held in one of the following cases:

1) the potential supplier has withdrawn or modified and / or supplemented the bid after the deadline for bid submission;

2) the potential supplier, determined as the winner of the tender or the runner-up, shied away from endorsing the procurement contract;

3) the supplier, having concluded the procurement contract, failed to fulfill or untimely executed requirement established in the tender documentation on making and / or the terms of any enforcement of the procurement contract.

1. In case of a two-stage tender procurement process, the bid security shall be made by the potential supplier in the second stage.

**8. Procedure for bid submission**

1. The bid shall be submitted by the potential supplier to the procurement authority directly or by using a custom postal service in a sealed envelope no later than the date specified in the tender announcement.
2. The bid shall be stitched, pages or sheets numbered, the last page or sheet shall be signed and stamped (if applicable) by the potential supplier.
3. Documents in accordance with the requirements of the technical specifications of the customer (in the stitched form with numbered pages, the last page, authenticated by the signature and seal of the potential supplier (for the individual, if any)), and the original proof of bids security are applied separately.

Therewith, submission of the documents specified in this paragraph, stitched as part of the bid, is not ground for its rejection.

1. In case of bank guarantee, stitched as part of the bid shall not be returned to the potential supplier.
2. On the front of the envelope with the bid the potential supplier shall indicate name, address of the procurement authority and potential supplier, name of the tender (lot).
3. An envelope with the bid or documents and / or materials that are an integral part of the bid submitted after the deadline are not subjected to the registration and shall be returned to the potential supplier.
4. The potential supplier shall bear all costs associated with his participation in the tender. Procurement authorities and the customer do not have an obligation to compensate for any loss of potential supplier in relation to his participation in the tender.

**9. Change and revocation of bid**

1. The potential supplier, prior to the deadline for bid submission shall be entitled to:

1) change and / or supplement the bid;

2) withdraw his application without losing the right to refund bid security.

1. Amendments and / or additions to the bid shall be prepared, sealed and presented in the same way as the bid itself.
2. Revocation of the application of the potential supplier is made in the form of a written application in any form to the procurement authority signed by the potential supplier and sealed (for individual, if necessary).
3. It shall not be permitted to make amendments and / or additions, as well as withdraw the bid, after the deadline for envelope submission.

**10. Bid opening procedure**

1. Opening envelopes with bids shall be made ​​by the Committee in the presence of potential suppliers and / or their authorized representatives on the day of the opening, mentioned in tender announcement.
2. Those present at the bid opening procedure, authorized representatives of potential suppliers shall provide proof of their authority, and register in the journal no later than the period specified in the announcement.
3. The potential suppliers and / or their authorized representatives shall notify the Committee about technical means of audio and video recording, which they intend to use to record the procedure of bid opening.
4. No interference by the potential suppliers or their authorized representatives present at the meeting of the Committee for bid opening into the activity of procurement authority, Committee, Committee Secretary shall be allowed.
5. If only one bid was submitted for tender (lot), this bid will also be opened and reviewed for compliance with the requirements of the tender documentation.
6. At a meeting of the Committee:

1) The Chairman or the person defined by him informs those present at the meeting:

on composition of the Committee, Secretary of the Committee;

the presence or absence of queries of potential suppliers on the tender documentation provisions, the facts and the reasons for making changes and amendments to the tender documentation;

potential suppliers who submitted bids within the prescribed period, and registered in the journal;

announces other information on this tender;

opens the envelopes with bids and announces the list of documents contained in the bid, as well as prices and discounts (if any) declared by potential suppliers;

1) The Committee Secretary shall:

inform potential suppliers and / or their authorized representatives on the period of protocol placement on opening envelopes with bids on the Internet resource;

ask potential suppliers and / or their authorized representatives of a complaint or objection to the action (or inaction) of the Committee.

10.7. Secretary of the Committee shall prepare protocol on bid opening which shall be initialed by all its members according to the list, as well as by the Secretary of the Committee.

10.8. In the event of absence of bids the bid opening protocol shall not be issued.

10.9. The text of the signed bid opening protocol shall be uploaded on the Internet resource no later than 3 (three) business days after the date of the Committee meeting.

**11. Consideration, evaluation and comparison of bids**

1. The bids shall be considered by the Committee to ensure compliance with the tender documentation within a period not exceeding 10 (ten) business days after the date of bid envelope opening, in case of presence of complex technical features and specifications of goods (works, services) - no more than 30 (thirty) business days. Period for consideration of bids is specified in the Information sheet.
2. In order to clarify the data, the Committee may request:

1) from potential suppliers: materials and explanations regarding the documents submitted as part of the bid (except for the offered price (discount), technical specifications);

2) necessary information from relevant individuals and legal entities.

Requests and other actions of the Committee associated with bringing the bid to conformity with requirements of tender documentation, including supplement of missing in the bid documents, replacing documents, bringing to conformity irregular documents shall not be allowed.

In cases of the request provided in this paragraph, the Committee may extend the consideration of applications for a period not exceeding 3 (three) business days.

1. The Committee shall reject the bid if:

1) the quotation of the potential supplier exceeds the amount allocated for the procurement;

2) the bid does not meet the requirements of the tender documentation;

3) the potential supplier is affiliated with another potential supplier who has submitted the bid to the tender (lot);

4) if the potential supplier and / or its subcontractor (co-executor) / entity in the consortium is in the list of unreliable potential suppliers, the Register of unfair participants of public procurement and the list of potential unreliable supplier (s) of JSC Samruk-Kazyna;

5) the head of the potential supplier is an individual who carries out business activity, which is included in the list of potential unreliable supplier (s) of Nazarbayev University;

6) an individual who carries out business activity and claiming to be involved in procurement is the legal entity CEO included in the list of potential unreliable supplier (s) of Nazarbayev University.

11.4. Rejection of the bid is not allowed in the event of the following technical grounds:

1) the presence of errors, typos, misprints in the application (except for the offered price (discount), technical specifications, document confirming the bid security);

2) absence of information (bank details and other information) in the forms of submitted documents (except for the offered price (discount), technical specifications, document confirming the bid security), which does not affect the evaluation and comparison of bids by the Committee.

Discrepancy in technical specification of the potential supplier is allowed when proposed technical and quality characteristics exceed characteristics of the goods (works, services) claimed by the Client. This information should be reflected in the protocol on the outcome and / or expert opinion (in case of involving the expert (s)).

11.5. Not rejected bids shall be compared and evaluated according to the criteria of Committee on point evaluation in accordance with the calculation method approved by Nazarbayev University. The criteria for bids assessment are listed in the tender documentation.

The tender winner is the potential supplier with the highest number of points.

The potential supplier, who took up after comparison and evaluation the second place, is the potential supplier with the highest number of points after the winner.

In case of equal amount of points, the winner (or potential supplier, who took on the basis of comparison and evaluation the second place) is the potential supplier with the highest number of points in the priority criteria.

In case of points equality and the amount of points on the priority criterion the winner (or potential supplier, who took up after comparison and evaluation the second place) is the potential supplier whose bid was submitted earlier than other potential suppliers’.

**12. Tender results**

1. Following the results of consideration, evaluation and comparison of bids the protocol on results of the tender shall be issued and signed by Committee members and the Secretary according to the list.
2. The tender shall be recognized invalid by the Committee in the following cases:

1) absence of submitted bids for the tender;

2) if 1 (one) tender bid submitted;

3) rejection of all tender bids;

4) if after the Committee rejection on the grounds specified in paragraph 11.3. of the tender documentation, 1 (one) tender bid of potential supplier was left;

5) avoidance of the winner and the potential supplier (the runner-up), to conclude the procurement contract, including failure to ensure the performance of the procurement contract.

12.3. The Secretary of the Committee no later than 3 (three) business days after the date of signing the protocol on the tender results shall:

1) notify the winner and the potential supplier - the runner-up;

2) upload the protocol on the tender results on the Internet - resource.

**13. Conclusion of the procurement contract following the tender**

1. Procurement contract shall be concluded in accordance with the terms of the draft procurement contract attached to the tender documentation.
2. The Client shall within 5 (five) business days after the date of signing of the procurement outcome sign and send the draft procurement contract to the winner.

The draft procurement contract shall be signed by the potential supplier and delivered to the Client within 10 (ten) business days after the day of receipt of signed draft procurement contract by the Client.

1. The supplier shall within 10 (ten) business days from the date of the procurement contract make enforcement of the procurement contract in the amount of no less than 3 (three) percent of the total amount of the procurement contract.

The form of contract enforcement is specified in the Information Sheet of the tender documentation.

Enforcement of the procurement contract is entered as a supplier guarantees that he timely, fully and properly performs his obligations under the procurement contract.

1. If the draft procurement contract provides for the recording to ensure performance of the contract in the amount of advanced payment, the supplier shall ensure, in accordance with the terms of the draft contract.
2. If the potential supplier (s) failed to comply with specified action within the period specified in paragraphs 13.2., 13.3. therein such potential supplier (s) shall be considered as having evaded the conclusion of procurement contract.
3. In the event that the potential supplier (s) has evaded the conclusion of procurement contract, the Client / procurement authority shall:
4. keep made bid security;
5. unilaterally terminate the procurement contract;
6. submit information for inclusion in the list of potential unreliable supplier (s) of Nazarbayev University;
7. conclude procurement contract with the potential supplier, the runner-up (in the case there is such supplier).
	1. It shall not be permitted to make changes and / or additions to sufficient terms of the draft procurement contract, which may change the content of the conditions of the procurement.

13.8. The procurement contract shall not be introduced with ​​such changes affecting the conditions, which were the basis for the choice of the supplier, as the subject of the contract, the contract amount, quality, time of delivery of goods (performance of works, rendering services), except as provided in paragraph 13.9. therein.

13.9. Changes to the procurement contract shall take place by mutual consent of the parties subject to the provisions of the Rules and the laws of the Republic of Kazakhstan in the following cases:

1. in terms of reducing the price of goods, works, services and, accordingly, the amount of the procurement contract;
2. in terms of increasing or reducing the amount of the procurement contract, relating to the increase or decrease in the demand for volume of purchased goods (works, services) as well as in terms of corresponding changes in deadlines of the procurement contract, subject to a fixed price per unit of product, the volume of purchased works and services, including in subsequent financial years in accordance with the budget and decision of the executive body of the Client, but not more than for 3 (three) years;
3. if supplier during performance of the procurement contract has offered better quality and / or specifications and / or terms and / or conditions of goods supply, which is the subject of the procurement contract providing the same price per unit of product, the volume of purchased goods, services for;
4. in terms of changing the amount of the procurement contract in accordance with the approved design and estimate documentation, having passed the state examination in accordance with the laws of architecture, urban planning and construction activities of the Republic of Kazakhstan;
5. in terms of increase of performance of the procurement contract during implementation of the construction works, services of engineer due to unfavorable climatic conditions that hinder implementation of works that are the subject of the procurement contract, as well as in connection with actions of the Client and / or actions of other suppliers at the Client's construction site creating obstacles to timely execution of the procurement contract. Circumstances for increase of terms of performance of the procurement contract mentioned in this subparagraph shall be documented prior to the conclusion of appropriate supplementary agreements to the procurement contract;
6. in terms of changes in the unit price, which is set on state regulation of prices within the price set by the state body responsible for management in the spheres of natural monopolies and regulated markets.

13.10. Execution of procurement contract shall be in accordance with the civil legislation of the Republic of Kazakhstan, the Rules and the Client's internal documents regulating the preparation, conclusion and execution of contracts.

* 1. In case of supplier’s non-fulfillment or improper fulfillment of obligations under the procurement contract the Client shall keep provided enforcement of the procurement contract.

**14. Grounds for recognizing the potential supplier (s) unreliable**

1. The potential supplier (s) shall be included in the list of unreliable potential suppliers in the order determined in internal documents of Nazarbayev University in the following cases:

1) providing false information on the requirements provided in tender documentation affecting the result of the tender;

2) avoidance of conclusion of procurement contract in the event of the winner recognition;

3) failure to fulfill requirements on making and / or the terms of any enforcement of the procurement contract;

4) in case of termination of the procurement contract due to non-performance or improper performance of the conditions of the procurement contract.

**15. Appealing against the tender outcome**

15.1. The potential suppliers shall have the right to appeal against the actions and decisions taken by the Client, procurement authority, as well as other persons, including members of the Committee, the expert (s) in accordance with the laws of the Republic of Kazakhstan.

15.2. The potential supplier having participated in the tender, in case of disagreement with the results of the tender shall have the right to appeal to the autonomous organization of education Nazarbayev University.

15.3. The Client’s decision shall not be subjected to appeal on waiving the procurement made ​​by him in accordance with paragraphs 3.1. of the tender documentation.

Appendix 1 to Standard tender documentation for procurement of goods, work, services

**Information sheet**

| No. | Item\*  | Sufficient conditions of the tender \*\* |
| --- | --- | --- |
| 1 | The subject of procurement, including the lots |  |
| 2 | Client, the location address and bank details |  |
| 3 | Procurement authority, his location address and bank details |  |
| 4 | Information on the amount allocated for procurement *(goods, works, services – specify required item)* that are the subject of ongoing procurement in tenge, excluding VAT, including the lots  |  |
| 5 | Internet resource e-mail of the procurement authority |  |
| 6 | Documents confirming compliance of the potential supplier with special qualification requirements | Section 1 of Technical specification of purchased *(goods, works, services – specify required item)*, in accordance with Appendix 8 to the tender documentation |
| 7 | Description and requirements to quality, technical, functional, and other characteristics *(of goods, works, services – specify required item)*  | Sections 2 and 3 of Technical specification of purchased *(goods, works, services – specify required item)*, in accordance with Appendix 8 to the tender documentation |
| 8 | Description of estimation criteria of the tender bid | Appendix 9 to the tender documentation |
| 9 | Terms of payment and the amount of tender bid security  | The bank guaranteeIn the amount of no less than one (1) percent in accordance with Appendix 4 to the tender documentation |
| 10 | Period of tender bid validity *(shall be at least 60 (sixty) business days from the date of tender bid opening)* |  |
| 11 | The term of consideration, evaluation and comparison of tender bids by the Committee  |  |
| 12 | Basic payment terms |  |
| 13 | Conditions of enforcement (form) of contract and the amount |  |
| 14 | Conditions of enforcement (form, terms) and the amount of advance payment *(if necessary)* |  |
| 15 | List of additional appendices to the tender documentation | 1. Draft procurement contract (Appendix 7 to the tender documentation)
2. Technical specification *(of goods, works, services – specify required item)* (Appendix 8 to the tender documentation)
3. Evaluation criteria for tender bids (Appendix 9 to the tender documentation)

*(other necessary appendices are specified)* |

\* procurement authority shall have the right to establish additional information about the tender

\*\* to be filled in by procurement authority

Appendix 2 to Standard tender documentation for procurement of goods, works, services

**Bid application with quotation of the potential supplier**

(for legal entities)

**To:** *(name of the procurement authority)*

**From:***(name of the potential supplier)*

* + - 1. Details of the legal entity applying for participation in the tender:

|  |  |
| --- | --- |
| Legal, postal address and contact numbers of legal entity |    |
| Bank details of the legal entity (BIN, BIC, IIC), full name and address of the bank or its branch in which the legal entity is serviced  |    |
| Name of the CEO of the legal entity |    |

* + - 1. \_\_\_\_\_\_\_\_\_\_\_ *(name of the legal entity is specified)* (hereinafter – the potential supplier) by this application for participation in the tender wishes to participate in the procurement process of the tender (lot) *(specify name)* as a potential supplier and agrees to supply (*goods, works, services – specify required item*) in accordance with the requirements and conditions provided in the tender documentation.

*When purchasing goods the potential supplier indicates the country of origin, goods producer / manufacturer, company’s name, also he may indicate marking and other necessary information for procurement authority to identify compliance with technical characteristics of purchased goods.\**

* + - 1. I, hereby, certify that offered *(goods, works, services – specify required item)* fully comply with technical, quality and other characteristics determined in technical specification of goods (works, services) of the tender documentation.\*

or

I, hereby, offer better quality and / or technical characteristics *(of goods, works, services – specify required item),* stated in the table*:*

|  |  |  |
| --- | --- | --- |
| Technical characteristics *(of goods, works, services – specify required item)* of the Client | Better technical characteristics *(of goods, works, services - specify required item)* offered by the potential supplier | Explanation |
| 1 | 2 | 3 |

*The potential supplier can offer better quality and/or technical characteristics with reflection of peculiarities, as well as confirm information contained in this form, annexing any necessary, at his discretion, documents. The potential supplier can attach signed and sealed table in the form of separate Appendix to the bid.*

* + - 1. The potential supplier of this tender bid confirms that he is familiar with the tender documentation and aware of his responsibility for provision to procurement authority, the Client and the Committee of misleading information about his eligibility, qualification, quality and other characteristics *(supplied goods, performed works, rendered services – specify required),* its compliance with copyright and related rights, as well as other restrictions.
			2. The potential supplier assumes full responsibility provisioned by the tender documentation for submission of false information in this bid and annexed documents.
			3. The potential supplier confirms that no affiliated person (s) is participating with him in this tender.
			4. The present tender bid is valid during \_\_\_\_ business days from the date of tender bids opening.
			5. In the event our bid for the tender is defined as winner, we will make within the time, in the amount and form specified in the Information sheet of the tender documentation:

1) enforcement of the procurement contract;

2) enforcement of the procurement contract in the amount of advanced payment (*specify if the terms of the procurement provide for such security).*

* + - 1. Information about the quotation:

|  |  |
| --- | --- |
| No. | Contents |
| 1 | Item *(goods, works, services – specify required)* |    |
| 2 | Unit of measure |    |
| 3 | Number of products (scope of works, services) |  |
| 4 | Unit price \_\_\_\_\_ excluding VAT  |  |
| 5 | Total price in \_\_\_\_ excluding VAT, including all expenses of the potential supplier, provided by the terms of the tender documentation \*\* |  |

The potential supplier agrees with your basic payment terms specified in the tender documentation.

The potential supplier offers the following alternative terms of payment *(the alternative terms of payment are specified, if any),* at that he offers discount to the total price specified in line 5 of the Table of information about the quotation in the amount *(specify in per cent)*.\*\*\*

10. Prior to the procurement contract conclusion, the present tender bid along with your notice of considering it to be a winner will serve as a binding contract between us.

Position, name, signature of the CEO or other authorized person of the potential supplier

Seal

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

Notes:

\* In case of consent of the potential supplier to supply the goods (works, services) in accordance with technical, quality and other characteristics, specified in the technical specification of goods (works, services) of the tender documentation, provision of technical specification by the potential supplier as part of the bid is not required.

\*\* The Committee shall consider the total price specified in line 5, as defined taking into account all costs and not subject to revision.

\*\*\* Is filled in case of suggestion of alternative terms of payment. The tender committee has the right to accept alternative payment terms of the potential supplier.

Appendix 3 to Standard tender documentation for procurement of goods, works, services

**Bid application with quotation of the potential supplier**

(for individuals)

**To:** *(name of the procurement authority)*

**From:***(name of the potential supplier)*

1. Details of the individual applying for participation in the tender:

|  |  |
| --- | --- |
| Name of the individual in accordance with the identification document |   |
| Data from the identification document of the individual |   |
| Legal and actual address of an individual |   |
| Bank details of the individual (IIN, BIC, IIC), full name and address of the bank or its branch in which the individual is serviced |   |
| Contact numbers, email address (if any) of an individual |  |

1. \_\_\_\_\_\_\_\_\_\_\_ *(name of the individual)* (hereinafter – the potential supplier) by this application for participation in the tender wishes to participate in the procurement process of the tender (lot) *(specify name)* as a potential supplier and agrees to supply (*goods, works, services – specify required item)* in accordance with the requirements and conditions provided in the tender documentation.

*When purchasing goods the potential supplier indicates the country of origin, goods producer / manufacturer, company’s name, also he may indicate marking and other necessary information for procurement authority to identify compliance with technical characteristics of purchased goods.\**

1. I, hereby, certify that offered *(goods, works, services – specify required item)* fully comply with technical, quality and other characteristics determined in technical specification of goods (works, services) of the tender documentation.\*

or

I, hereby, offer better quality and / or technical characteristics *(of goods, works, services – specify required item),* stated in the table*:*

|  |  |  |
| --- | --- | --- |
| Technical characteristics *(of goods, works, services – specify required item)* of the Client | Better technical characteristics *(of goods, works, services - specify required item)* offered by the potential supplier | Explanation |
| 1 | 2 | 3 |

*The potential supplier can offer better quality and/or technical characteristics with reflection of peculiarities, as well as confirm information contained in this form, annexing any necessary, at his discretion, documents. The potential supplier can attach signed and sealed table in the form of separate Appendix to the bid.*

1. The potential supplier of this tender bid confirms that he is familiar with the tender documentation and aware of his responsibility for provision to procurement authority, the Client and the Committee of misleading information about his eligibility, qualification, quality and other characteristics *(supplied goods, performed works, rendered services – specify required),* its compliance with copyright and related rights, as well as other restrictions.
2. The potential supplier assumes full responsibility provisioned by the tender documentation for submission of false information in this bid and annexed documents.
3. The potential supplier confirms that no affiliated person (s) is participating with him in this tender.
4. The present tender bid is valid during \_\_\_\_ business days from the date of tender bids opening.
5. In the event my bid for the tender is defined as winner, we will make within the time, in the amount and form specified in the Information sheet of the tender documentation:

1) enforcement of the procurement contract;

2) enforcement of the procurement contract in the amount of advanced payment (*specify if the terms of the procurement provide for such security).*

9. Information about the quotation:

|  |  |
| --- | --- |
| No. | Contents |
| 1 | Item *(goods, works, services – specify required)* |    |
| 2 | Unit of measure |    |
| 3 | Number of products (scope of works, services) |  |
| 4 | Unit price \_\_\_\_\_ excluding VAT  |  |
| 5 | Total price in \_\_\_\_ excluding VAT, including all expenses of the potential supplier, provided by the terms of the tender documentation \*\* |  |

The potential supplier agrees with your basic payment terms specified in the tender documentation.

The potential supplier offers the following alternative terms of payment *(the alternative terms of payment are specified, if any),* at that he offers discount to the total price specified in line 5 of the Table of information about the quotation in the amount *(specify in per cent).\*\*\**

10. Prior to the procurement contract conclusion, the present tender bid along with your notice of considering it to be a winner will serve as a binding contract between us.

Position, name, signature of individual - potential supplier

Seal (if any)

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

Notes:

\* In case of consent of the potential supplier to supply the goods (works, services) in accordance with technical, quality and other characteristics, specified in the technical specification of goods (works, services) of the tender documentation, provision of technical specification by the potential supplier as part of the bid is not required.

\*\* The Committee shall consider the total price specified in line 5, as defined taking into account all costs and not subject to revision.

\*\*\* To be filled in case of suggestion of alternative terms of payment. The tender committee has the right to accept alternative payment terms of the potential supplier.

Appendix 4 to Standard tender documentation for procurement of goods, works, services

**Bank guarantee**

(tender security for participation)

 **Bank name**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(bank name and details)*

 **To**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(name and details of the procurement authority)*

**Guarantee liability No.\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | “\_\_\_” \_\_\_\_\_\_\_\_\_ 20\_\_ |

 *(location)*

We were informed that\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter – “the Supplier”,

                   *(name of the potential supplier)*

participates in procurement bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(specify name of tender (lots))*

and is ready to *(supply goods, carry out works and provide services – specify required item)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(specify name of tender (lots))*

Tender documents dated “\_\_\_” \_\_\_\_\_\_\_\_\_ 20\_\_ No.\_\_\_ provide for tender bid security by the potential supplier in the form of bank guarantee.

In this regard, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby take upon ourselves

*(bank name)*

irrevocable liability to pay in accordance with your requirements the amount equal to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ tenge

 *(amount is indicated in figures and words)*

upon the receipt of your written request for payment, as well as written confirmation, that the Supplier has:

* + - 1. withdrawn or modified and / or supplemented the tender bid after the deadline for submission in the tender bids;
			2. defined the winning bidder, declined to sign the procurement contract;
			3. after signing the procurement contract, failed to fulfill or untimely fulfilled requirements established by the tender documentation on making and / or the terms of any enforcement of the procurement contract.

This guaranty liability enters into force from the date of tender bids opening.

This guaranty liability is valid for the entire duration of the tender bid of the Supplier. If the validity of tender bid is extended, this warranty shall be extended for the same period accordingly.

All rights and obligations arising in connection with this warranty shall be governed by the laws of the Republic of Kazakhstan.

**Signature and seal of the guarantor Date and address**

Appendix 5 to Standard tender documentation for procurement of goods, works, services

**Information on subcontractors for work execution (co-executors for services provision), being the subject of ongoing procurement tender, and types and volumes of work, services transmitted by the potential supplier to subcontractors (co-executors)**

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

*(specify tender name)*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Name of subcontractor (co-executor) - a legal entity or name subcontractor (co-executor) being an individual | BIN / IIN of subcontractor (co-executor), his location address, contact number  | Name of works (services rendered) in accordance with the technical specification | The scope of works (services rendered) in accordance with the technical specifications in monetary terms | The scope of works (services rendered) in accordance with the technical specifications in terms of percentage |
| 1 |  |  |    |    |    |
| Total on this subcontractor (co-executor): |  | tenge |  | % of scope |
| 2 |  |  |  |  |  |
| Total on this subcontractor (co-executor): |  | tenge |  | % of scope |
| Total on all subcontractors (co-executors): |  | tenge |  | % of scope |

It is not allowed for the supplier to transfer to subcontractors (co-executors) on subcontracting (co-execution) in total more than 2/3 (two thirds) of the amount of works (contract price), as well as the services of their total cost.

Appendix 6 to Standard tender documentation for procurement of goods, works, services

**Bank guarantee**

*(enforcement of the procurement contract)*

**Bank name**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(bank name and details)*

 **To**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(name and details of the procurement authority)*

**Guarantee liability No.\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | “\_\_\_” \_\_\_\_\_\_\_\_\_ 20\_\_ |

 *(location)*

Taking into account that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

                                                         *(name of supplier)*

hereinafter “the Supplier” has concluded procurement contract No. \_\_\_\_\_\_ dated “\_\_\_” \_\_\_\_\_\_\_\_\_ 20\_\_ (hereinafter - the Agreement) for delivery (*performance, rendering – specify required*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                                     *(description of the goods, works, services)*

and you have provided for in the Contract that the Supplier will make enforcement of the procurement contract in the form of the bank guarantee for the total amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ tenge.

                              *(amount in figures and words)*

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                              *(name of bank)*

hereby, certify that we are the guarantors under the said Contract and take the irrevocable liability to pay you in accordance with your requirement the amount equal to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(amount in figures and words)*

upon receipt of your written request for payment, as well as written confirmation that the Supplier failed to fulfill or has improperly fulfilled his obligations under the Contract.

This guaranty liability enters into force from the moment of its signing and is valid until the complete fulfillment of obligations upon the Contract by the Supplier.

All rights and obligations arising in connection with this warranty shall be governed by the laws of the Republic of Kazakhstan.

**Signature and seal of the guarantor Date and address**