

Appendix N2

Managing Council of
NAZARBAYEV
UNIVERSITY



**Standard Tender Documentation For
Procurement of Goods, Works, Services**

Version	Authorized by decision of the Managing Council		Date of entering into force : "26" 01 2016
	No. <u>26.01.16</u>	Approval date: "26" 01 2016	
Status	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved subject to amendments (please, see the abstract of the Minutes) <input type="checkbox"/> Rejected <input type="checkbox"/> Other		
Reference to the main documents (higher level), which served as the basis for development of the document	Decision of the Board of Trustees of Nazarbayev University, Minutes No. 16 dated August 30, 2014		
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Related documents	Rules for Procurement of Goods, Works, Services approved by the Board of Trustees of Nazarbayev University dated August 30, 2014 No. 16; Standard Tender Documentation approved by the Managing Council of Nazarbayev University dated September 30, 2014 No. 30.09.14.		
Document language	Eng. <u>26.01.16</u> Kaz. <u>26.01.16</u> Rus. <u>26.01.16</u>		

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1. General provisions

1.1. The present standard Tender Documentation for procurement of goods, (works, services) (hereinafter - Tender Documentation) has been 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 – Rules).

1.2. Procurement including e-procurement by tender/two-stage tender shall be executed in accordance with the terms and requirements of this Tender Documentation, internal procurement documents of Nazarbayev University.

1.3. The following appendices:

- 1) Information sheet (Appendix 1 to the Tender Documentation);
- 2) Tender Bid of a Potential Supplier for legal entities (Appendix 2 to the Tender Documentation);
- 3) Tender Bid of a Potential Supplier for individuals (Appendix 3 to the Tender Documentation);
- 4) Bank guarantee (Tender Bid security) (Appendix 4 to the Tender Documentation);
- 5) Information on subcontractors/co-executors (Appendix 5 to the Tender Documentation);
- 6) Bank guarantee (contract enforcement) (Appendix 6 to the Tender Documentation);

and additional appendices specified in the Information sheet of Appendix 1 to the Tender Documentation are integral parts of this Tender Documentation.

1.4. Information sheet filled out by the Organizer of Procurement reflects essential terms of the tender.

1.5. Terms and definitions provided in the Rules are used in the Tender Documentation.

1.6. A Potential Supplier shall bear costs associated with tender independently. The Organizer of Procurement and Client shall not be liable for indemnification of a Potential Supplier's losses due to tender.

1.7. In the case of any contradictions and discrepancies between the ETP documents, Rules and any other internal documents of Nazarbayev University related to procurement, the Rules and internal documents of Nazarbayev University shall prevail.

2. Clarification of the Tender Documentation provisions, procedure for introduction of amendments and/or additions to the Tender Documentation

2.1. A Potential Supplier shall be entitled to send a written request for clarification of the Tender Documentation provisions to the Organizer of Procurement or through the ETP at least four (4) working days prior to the Tender Bid submission deadline.

2.2. The Organizer of Procurement shall provide a written response to a person submitted request within two (2) working days upon request receipt and post the response on the Internet resource without specifying details of a person submitted request.

The Internet resource means an electronic address (website or ETP), where the procurement execution details and information about its outcome is posted on.

2.3. The Organizer of Procurement shall have the right to make amendments and/or additions to the Tender Documentation at least two (2) working days prior to expiration of the Tender Bids submission deadline without amending the tender scope.

During this period, the Organizer of Procurement shall post the text of amendments and/or additions on the Internet resource.

In this case, the Tender Bids submission deadline is extended at least for five (5) working days.

2.4. Potential Suppliers shall individually monitor any possible amendments and/or additions made to the announcement about the tender and Tender Documentation posted on the Internet resource.

3. Refusal from tender execution, cancellation of the tender

3.1. The Client shall have the right to cancel the procurement at any stage in accordance with paragraph 2.4. of the Rules, including lots.

3.2. The Organizer of Procurement from the date of taking decision by the Client on refusal from procurement execution shall:

- 1) post relevant information on the Internet resource within two (2) working days;
- 2) return provided Tender Bid security.

Procurement contract enforcement and/or procurement contract enforcement in the amount of prepayment/advance payment (if such enforcement is stipulated by the contract) shall be returned by the Client.

3.3. In case of revealing any violations in the tender (lot), the Client/Committee shall prior to entering into procurement contract in accordance with paragraph 12.1. of the Rules:

- 1) cancel the results;
- 2) inform Potential Suppliers taking part in the procurement about this decision by posting relevant minutes on the Internet resource, without compensation of any losses to Potential Suppliers;
- 3) return Tender Bid securities to Potential Suppliers.

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

4.1. The Committee shall consist of at least three (3) persons and include the Chairperson, Deputy Chairperson and other members of the Committee.

4.2. The Committee shall start its activity when decision on its establishment comes into force and cease its activity upon provision of procurement contract enforcement by a Supplier, or upon an event stipulated by paragraph 2.4. of the Rules.

4.3. The Committee meeting is held if a simple majority of the Committee members is present. In case of absence of the Committee member, the reason of his/her absence shall be noted in the minutes of the Committee.

4.4. In order to ensure compliance of goods (works, services) proposed by Potential Suppliers with technical specification requirements (qualitative and/or technical characteristics), the Organizer of Procurement shall be entitled to engage expert(s). Expert(s) shall have no voting rights during the Committee's decision-making process. Expert opinion shall be enclosed to the tender results minutes as an integral part.

4.5. A decision of the Committee shall be deemed taken if a majority of the Committee members present at the meeting votes for it. While taking decision, the Committee shall take into account the expert(s) opinion (if any).

4.6. In the case of a tie vote, the vote of the Committee's Chairperson shall be decisive. If the Committee member disagrees with taken decision, he/she shall have the right to hold a dissenting opinion to be filed in written form and enclosed to the minutes of the Committee meeting.

4.7. Decision taken by the Committee shall be recorded in the minutes, each page of which shall be signed by the Committee members and Secretary, and posted on the Internet resource.

4.8. The Committee Secretary, who is not a Committee member and has no voting right during the Committee's decision-making process, shall provide administrative support to the Committee.

5. Currency of quotation provided by a Potential supplier

5.1. The quotation provided by a tenderer, a resident of the Republic of Kazakhstan, shall be presented in Tenge, exclusive of VAT. The quotation provided by a tenderer, non-resident of the Republic of Kazakhstan, can be expressed in a different currency.

5.2. If quotations of tenderers are presented in different currencies, for their evaluation and comparison they shall be converted to Tenge, currency of the Republic of Kazakhstan, in accordance with an official exchange rate of the National Bank of the Republic of Kazakhstan on the date of the Tender Bids opening.

6. Tender Bid security

6.1. A Potential Supplier shall provide the Tender Bid security in the amount of at least one (1) percent of the sum allocated for a tender (a lot) for procurement of goods, works, services as:

- 1) bank guarantee according to Appendix 4 to the Tender Documentation;
or
- 2) guaranteed financial contribution to be paid to the Organizer of Procurement bank account.

Potential Supplier shall provide the Tender Bid security only for the lot(s) under which a Tender Bid is submitted.

6.2. If the Tender Bid securities of tenderers are provided in different currencies, for their evaluation and comparison they shall be converted to Tenge, currency of the Republic of Kazakhstan, in accordance with an official exchange rate of the National Bank of the Republic of Kazakhstan upon expiration of the Tender Bid submission deadline. The validity period of the Tender Bid security shall not be less than the validity period of the Tender Bid which shall be specified in the Information sheet.

6.3. The Original Tender Bid security, i.e. a bank guarantee shall be sent by a Potential Supplier to the Organizer of Procurement prior to expiration of the Tender Bid submission deadline to the ETP (*applied in implementation of e-procurement*).

6.4. The Committee shall not accept the Tender Bids as not meeting the Tender Documentation requirements if the Tender Bid security is not provided as well as when Supplier fails to submit original bank guarantee, or when validity period of the bank guarantee less than the specified validity period of the Tender Documentation.

6.5. The Tender Bid security provided by a Potential Supplier shall be returned in following cases:

- 1) Potential Supplier has withdrawn its Tender Bid prior to expiration of the Tender Bids submission deadline;
- 2) the tender results minutes have been signed. This provision shall not be applicable to a Potential Supplier announced winner and to a tenderer ranked second;
- 3) the Procurement contract has come into effect and a Potential Supplier has provided the procurement contract enforcement;
- 4) the Tender Bid expires.

6.6. The Tender Bid security provided by Potential Supplier shall be retained when:

- 1) A Potential Supplier has withdrawn and/or made additions to the Tender Bid after expiration of the Tender Bids submission deadline;
- 2) A Potential Supplier announced a tender winner or ranked second based on evaluation and comparison results has evaded from entering into the procurement contract;
- 3) Supplier entered into the procurement contract fails to perform or untimely performs the requirement set out in the Tender Documentation on provision and/or

dates of provision of procurement contract enforcement.

6.7. If procurement is conducted through two-stage tender, a Potential Supplier shall provide the Tender Bid security at the second stage.

7. Requirements to Tender Bid execution

7.1. The Tender Bid is a form of expression of the consent of a 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.

7.2. Potential Suppliers are required to have general and special qualifications sufficient for fulfilling obligations under the Procurement contract.

7.3. In order to meet the general eligibility requirements, a Potential Supplier shall have the legal capacity (for legal entities), civil capacity (for individuals).

7.4. A Potential Supplier in addition to general qualification requirements shall meet specific eligibility requirements specified in the technical specifications of procured goods (works, services).

7.5. Potential Supplier to confirm his/her compliance with the eligibility requirements set out by this Section shall provide the Organizer of Procurement with documents in accordance with paragraph 7.6. of the Tender Documentation within time limits specified in an announcement about tender execution.

7.6. Tender Bid shall contain the following:

1) completed and signed Tender Bid affixed with the official seal of a Potential Supplier (if any) in accordance with Appendices 2, 3 to the Tender Documentation;

2) documents confirming compliance of a Potential Supplier with general eligibility requirements:

for entities:

- notarized copy of state registration (re-registration) certificate of a legal entity or paper copy of an electronic certificate confirming registration (re-registration) of a legal entity obtained from the official web site (www.e.gov.kz);

- notarized copy of the charter approved in accordance with legislation, taking into account any amendments (if any), or duly issued state registration certificates of a legal entity operating under the standard charter;

or

- document containing information about the founders (participants or shareholders), if the charter or certificate of registered legal entity, branch or representative office 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 envelopes opening;

for individuals:

- notarized copy of a document granting the right to conduct business without incorporating a legal entity issued by the relevant government agency within at least thirty (30) calendar days prior to opening of envelopes, or its soft copy obtained from the official web site (www.e.gov.kz);

for consortium:

- original or notarized copy of the joint venture agreement which shall stipulate joint responsibility of the consortium members;

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

- documents of state registration (re-registration) of a legal entity referred to in this subparagraph shall be provided for each consortium member;

3) original or notarized copy of document confirming appointment (election)/ extension of the powers of Potential Supplier's CEO;

4) documents stipulated in technical specifications of the Tender Documentation of goods (works, services) to be procured;

5) original Tender Bid security in accordance with Appendix 4 to the Tender Documentation or a copy of the payment document confirming the transfer of the guaranteed financial contribution and the tender or lot title;

6) original or notarized copy of the power of attorney enabling a Potential Supplier representative to sign the Tender Bid, with the exception of a Potential Supplier's CEO who has the right to act on behalf of a Potential Supplier without the power of attorney in accordance with the charter/certificate of registered legal entity, branch or representative office of a Potential Supplier. The power of attorney shall be executed in accordance with the legislation of the Republic of Kazakhstan;

7) if a Potential Supplier plans to engage subcontractors (co-executors) of works or services, a Potential Supplier shall provide (if the Tender Documentation provisions allow engagement of subcontractors (co-executors) by a Potential supplier) the following:

- documents confirming conformity of involved subcontractors (co-executors) to special qualification requirements;

- an original document confirming works performance by a subcontractor (co-executors providing services) which are the scope of the tender procurement in accordance with Appendix 5 to the Tender Documentation.

A Supplier shall not transfer to subcontractors (co-executors) under subcontract (joint execution) more than 2/3 (two thirds) of work (contract price) and services from their total cost.

7.7. Potential Supplier, non-resident of the Republic of Kazakhstan, in order to confirm its compliance with special qualification requirements shall provide the same documents as the residents of the Republic of Kazakhstan, or the documents containing similar information with notarized translation into the language of the Tender Documentation. Translated document will prevail in consideration of the Tender Bid by the Committee.

7.8. In e-procurement the documents specified in paragraph 7.6. of the Tender Documentation shall be uploaded on the ETP in scanned format (PDF format) or in electronic format which shall be identified with numbers, letters and any other symbols; the files shall be available to viewers.

Soft copies of documents, which cannot be identified with letters, numbers and any other characters, or submitted with an error opening file, shall be deemed not presented or accepted for review.

7.9. The validity period of the Tender Bids submitted by a Potential Supplier to participate in tender for procurement shall be no less than the period specified in the Information sheet.

7.10. A Potential Supplier submits only one Tender Bid to the Organizer of Procurement and has the right to withdraw its Tender Bid, make amendments before the submission deadline, without losing the right to return submitted Tender Bid security.

7.11. The Tender Bid containing the documents specified in paragraph 7.6. of the Tender Documentation shall be executed in the language of the Tender Documentation.

8. Procedure for Tender Bid submission

8.1. A Potential Supplier shall send the Tender Bid to the Organizer of Procurement by courier service or custom postal service in a sealed envelope no later than the date specified in the tender announcement.

8.2. The Tender Bid shall be bound with numbered pages and last page either signed or stamped (if applicable) by a Potential Supplier.

8.3. Documents in accordance with the technical specification requirements of the Client (bound with numbered pages and the last page signed or sealed by a Potential Supplier (for an individual, if any); an original document confirming the Tender Bids security shall be enclosed separately.

At that, the documents specified in this paragraph bound as part of the Tender Bid shall not be rejected.

8.4. In case of provision of bank guarantee bound as part of the Tender Bid, it shall not be returned to a Potential Supplier.

8.5. A Potential Supplier shall indicate name, address of the Organizer of Procurement and a Potential supplier, name of the tender (lot) on the front of the envelope with the Tender Bid.

8.6. An envelope with the Tender Bid or documents and/or materials that are an integral part of the Tender Bid submitted after the deadline shall not be registered and shall be returned to a Potential Supplier.

8.7. Provisions of this Section of the Tender Documentation shall be applied in e-procurement in accordance with Section 13 of the Tender Documentation.

9. Amendments to Tender Bid, cancellation of Tender Bid

9.1. Prior to Tender Bid submission deadline, a Potential Supplier shall be entitled to:

- 1) amend and/or supplement the Tender Bid;
- 2) withdraw submitted Tender Bid without losing the right to refund the Tender Bid security.

9.2. Amendments and/or additions to the Tender Bid shall be made, sealed and presented in the same way as the Tender Bid itself.

9.3. A Potential Supplier cancels the Tender Bid by submitting a written request of any form to the Organizer of Procurement signed by a Potential Supplier and affixed with a seal (for an individual, if available).

9.4. The Tender Bid shall not be amended or canceled upon expiration of the envelope submission deadline.

9.5. Terms and requirements specified by paragraph 9.2. and 9.3. of this Section shall not be applied to e-procurement.

10. Tender Bid opening procedure

10.1. The Committee shall open envelopes with the Tender Bids on the date specified in tender announcement. If requested, the Tender Bids can be opened in the presence of Potential suppliers and/or their authorized representatives.

10.2. Authorized representatives of Potential Suppliers present at the bid opening procedure shall confirm their authority, and register in the log within time limit specified in the announcement.

10.3. Potential Suppliers and/or their authorized representatives shall notify the Committee about any technical means of audio and video recording, which they intend to use to record the procedure of the Tender Bid opening.

10.4. No interference with the activity of Organizer of Procurement, Committee, Committee Secretary is allowed by the Potential Suppliers or their authorized representatives present at Tender Bid opening meeting of the Committee.

10.5. If only one Tender Bid is submitted for tender (lot), this bid shall be opened and reviewed to ensure compliance with the Tender Documentation requirements.

10.6. At the Committee meeting:

1) Chairman or a person appointed by him/her shall inform those present at the meeting about:

composition of the Committee, Secretary of the Committee;
any requests by Potential Suppliers to clarify the Tender Documentation provisions, facts and reasons for making amendments and additions to the Tender Documentation;

Potential Suppliers who submitted Tender Bids within the set deadline and

registered in the log;

announces any other information related to this tender;

opens the envelopes with bids and announces the list of documents contained in the Tender Bid, prices and discounts (if any) declared by Potential Suppliers;

2) The Committee Secretary shall:

inform Potential Suppliers and/or their authorized representatives on posting period of opening envelopes minutes with the Tender Bids on the Internet resource; inquire Potential Suppliers and/or their authorized representatives about any available claims or objection to the action (or inaction) of the Committee.

10.7. The Committee Secretary shall draw up Tender Bid opening minutes, each page of which shall be signed by all members and Secretary of the Committee.

10.8. If no Tender Bids are submitted, Tender Bid opening minutes shall not be drawn up.

10.9. The Committee Secretary shall post text of the minutes on envelopes opening on the Internet resource within at least 3 (three) working days from the date of the Committee meeting.

10.10. The provisions of this Section shall not be applied to e-procurement.

11. Review, evaluation and verification of Tender Bids

11.1. The Committee shall review the Tender Bid(s) to ensure compliance with the Tender Documentation requirements. A period for summing up the tender results shall not exceed ten (10) working days from the date of envelopes opening, and in case technical characteristics or specifications of goods, works, services are complicated such period not exceed thirty (30) working days.

11.2. In order to clarify the data, the Committee shall be entitled to request any required information from relevant individuals and legal entities.

In cases of request submission stipulated by this paragraph, the Committee shall be entitled to extend terms of the Tender Bid review for a period of request receipt.

The Committee shall not request nor take any other actions related to bringing in line the Tender Bids with the Tender Documentation requirements, i.e. supplementing the Tender Bids with missing documents, substituting documents, and bringing in line documents executed improperly.

11.3. The Committee shall reject the Tender Bid if:

1) the quotation of a Potential Supplier exceeds the amount allocated for the procurement;

2) the Tender Bid does not meet the Tender Documentation requirements;

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

4) if a Potential Supplier and/or its subcontractor (co-executor) or entity is a part of consortium included in the Blacklist of unreliable potential suppliers (Suppliers) of Nazarbayev University, Samruk-Kazyna JSC, Register of mala fide

participants in public procurements;

5) CEO of a Potential Supplier is an individual who carries out business activity, which is included in the Blacklist of unreliable potential suppliers (Suppliers) of Nazarbayev University;

6) an individual who carries out business activity and claiming to be involved in procurement is a legal entity CEO included in the Blacklist of unreliable potential suppliers (Suppliers) of Nazarbayev University, Samruk-Kazyna JSC, Register of mala fide participants in public procurements.

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

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

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

Discrepancy in technical specification of a Potential Supplier is allowed when proposed technical and quality characteristics exceed characteristics of the goods (works, services) claimed by the Client. This information shall be reflected in the minutes 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 the Committee on point evaluation in accordance with the calculation method approved by Nazarbayev University. The criteria for Tender Bids assessment are listed in the Tender Documentation.

11.6. A Potential Supplier receiving the highest score shall be announced a tender winner.

A Potential Supplier with the second highest score based on the results of verification and evaluation shall be announced a Potential Supplier ranked second.

If Potential Suppliers score equal points, a Potential Supplier that receives the highest score based on the priority criterion shall be announced winner (or a Potential Supplier who ranked second following the verification and evaluation results).

In case of equal scores and equal scores received based on the priority criterion, a Potential Supplier submitted the Tender Bid earlier than other Potential Suppliers shall be announced a winner (or a Potential Supplier who ranked second based on verification and evaluation results).

12. Tender results

12.1. Following the results of review, evaluation and verification of the Tender Bids, the tender results minutes shall be drawn up, each page of which shall be signed by the Committee members and Secretary and posted on the Internet resource.

12.2. The tender shall be recognized invalid by the Committee in the following cases:

- 1) no submitted Tender Bids;
- 2) one (1) Tender Bid submitted;
- 3) rejection of all Tender Bids;
- 4) if there is only one (1) Tender Bid of a Potential Supplier left after the Committee rejection on the grounds specified in paragraph 11.3. of the Tender Documentation;
- 5) if a procurement winner and a Potential Supplier ranked second evades form entering into the procurement contract, including failure to provide the procurement contract enforcement.
- 6) if a procurement winner fails to provide original bid, including within set deadline provided for in paragraph 13.1. of this Tender Documentation, and in case of revealing non-compliance with soft documents (*applied in implementation of e-procurement*).

12.3. The Committee Secretary within at least three (3) working days upon signing of the tender results minutes shall post it on the Internet resource.

13. Procedure for submission of original Tender Bid by procurement winner

13.1. A Potential Supplier announced a winner of e-procurement shall provide the Organizer of Procurements with the original Tender Bid supplemented with all documents posted on the ETP to be compared in accordance with paragraph 7.6. of this Tender Documentation within at least five (5) working days from the date of the tender results minutes posting on the ETP.

13.2. A procurement winner shall provide the original Tender Bid in accordance with the requirements of Section 8 hereof.

14. Procedures for verification of Tender Bid to ensure compliance

14.1. Original Tender Bid with all enclosed documents according to paragraph 7.6. of the Tender Documentation shall be reviewed by the Committee to verify compliance of electronic and/ or scanned copies as part of the bid on the ETP provided by a procurement winner within at least three (3) working days prior to the original bid submission deadline.

14.2. If a procurement winner or a Potential Supplier ranked second fails to provide the original Tender Bid with supplements within set deadlines as provided in paragraph 7.6. hereof, such Potential Supplier shall be deemed evaded from entering into procurement contract.

14.3. If a procurement winner or a Potential Supplier ranked second fails to provide the original Tender Bid with supplements within set deadlines, and upon revealing any non-compliance of the original Tender Bid with electronic documents posted on the ETP, verification minutes shall be drawn up, each page of which shall be signed by the Committee members and posted on the ETP within at least three (3) working days from the date of its signing.

14.4. The Organizer of Procurement shall keep the original Tender Bid submitted for verification.

15. Conclusion of the procurement contract following the tender

15.1. Procurement contract shall be concluded in accordance with the terms of the draft procurement contract attached to the Tender Documentation.

15.2. The Client shall sign and send the draft procurement contract to a procurement winner within five (5) working days upon receipt date of signing of the minutes on the results of tender/notification (*applied in implementation of e-procurement*). The calculation of time period as per paragraph 10.3. of the Rules shall start from the receipt of the notification (*applied in implementation of e-procurement*).

The draft procurement contract shall be signed by a Potential Supplier and delivered to the Client within ten (10) working days upon receipt of signed draft procurement contract from the Client.

15.3. A Supplier shall provide procurement contract enforcement in the amount of no less than three (3) percent of the total amount of the procurement contract within 10 (ten) working days from the date of the procurement contract.

Procurement contract enforcement can be paid by a Supplier in form of a bank guarantee or guaranteed financial contribution to be paid to the Client's bank account.

Procurement contract enforcement is provided by a Supplier to ensure timely, full and proper execution of its obligations under the procurement contract.

15.4. If the draft procurement contract stipulates the contract enforcement provision equaling to prepayment/advance payment, a Supplier shall provide enforcement in the form of the bank guarantee.

15.5. If a Potential Supplier (Supplier) fails to comply with *paragraphs* 15.2., 15.3. hereof, such Potential Supplier (Supplier) shall be deemed evaded from entering into the procurement contract.

15.6. If a Potential Supplier (Supplier) is announced evaded from conclusion of procurement contract, the Client/the Organizer of Procurement shall:

- 1) keep the Tender Bid security provided;
- 2) unilaterally terminate the procurement contract;
- 3) submit information to include into the Blacklist of potential unreliable supplier (Suppliers) of Nazarbayev University;
- 4) conclude procurement contract with a Potential Supplier ranked second (if

any).

15.7. It shall not be permitted to make amendments and/or additions to essential terms of the draft procurement contract, which may change the content of procurement terms.

15.8. The procurement contract shall not be amended in the way that may affect terms of supplier selection, such as scope of the contract, contract amount, quality, time of delivery of goods (performance of works, rendering services), except as provided in paragraph 15.9. hereof.

15.9. Procurement contract shall be amended upon agreement by both 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 related to the increase or decrease in the demand for volume of procured 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 procured works and services, including in subsequent financial years in accordance with the budget and decision of the executive body of the Client, but not exceeding three (3) years;

3) if a Supplier during performance of the procurement contract offers better quality and/or specifications and/or terms and/or conditions of goods supply, which is a scope of the procurement contract providing the same price per unit of product, the volume of purchased goods and services;

4) in terms of amending 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.

15.10. Procurement contract shall be executed 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.

15.11. If a Supplier fails to perform or performs improperly its obligations under the procurement contract, the Client shall keep provided procurement contract enforcement.

16. Grounds for recognizing the Potential Supplier(s) unreliable

16.1. A Potential Supplier (Supplier) shall be included into the Blacklist of unreliable potential suppliers (Suppliers) in the manner determined by internal documents of Nazarbayev University on the occurrence of any of the following:

- 1) provision false information by a Potential Supplier according to the Tender Documentation requirements affecting the result of the tender;
- 2) evading from entering into the procurement contract by a Potential Supplier upon announcing procurement winner;
- 3) failure to fulfill set requirements on making and/or the terms of procurement contract enforcement;
- 4) upon termination of the procurement contract due to non-performance or improper performance of the procurement contract provisions;
- 5) If a procurement winner or a Potential Supplier ranked second submits the original Tender Bid with supplements as provided by 7.6. hereof, that do not comply with the electronic and/or scanned documents posted on the ETP (*applied in implementation of e-procurement*).

17. Appealing of the tender results

17.1. Potential suppliers shall be entitled to appeal against the actions and decisions taken by the Client, Organizer of Procurement, and any other persons, including members of the Committee, the expert(s) in accordance with the laws of the Republic of Kazakhstan.

17.2. A Potential Supplier who participated in the tender in case of disagreement with the tender results shall be entitled to appeal to the autonomous organization of education "Nazarbayev University".

17.3. The Client's decision on waiving the procurement taken by it in accordance with paragraphs 3.1. hereof shall not be appealed.

Appendix 1 to Standard Tender
Documentation for procurement
of goods, work, services

Information sheet

No.	Item*	Essential conditions of the tender **
1	Subject of procurement including the lots	
2	Client, address and bank details	
3	Organizer of Procurement, address and bank details	
4	E-mail of the Organizer of Procurement	<i>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</i>
5	Documents confirming compliance of the Potential Supplier with special qualification requirements	Section 1 of Technical specification of procured (goods, works, services – specify required item), in accordance with Appendix 8 to the Tender Documentation
6	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 procured (goods, works, services – specify required item), in accordance with Appendix 8 to the Tender Documentation
7	Description of assessment criteria of the Tender Bid	Appendix 9 to the Tender Documentation
8	Terms of payment and the amount of Tender Bid security	In accordance with paragraph 6.1. of the Standard Tender Documentation: the Tender Bid security shall be submitted by a Potential Supplier in the amount of at least one (1) percent of the fund allocated to the tender (lot):

		<p>1) in the form of the bank guarantee in accordance with Appendix 4 to the Tender Documentation;</p> <p>or</p> <p>2) as a guaranteed financial contribution to be paid to the bank account of the Organiser of Procurement;</p> <p>A Potential Supplier provides the Tender Bid security only for the lot(s) under which it submits Tender Bid.</p>
9	Period of Tender Bid validity <i>(shall be at least 60 (sixty) working days from the date of Tender Bid opening)</i>	
10	The term of review, assessment and comparison of Tender Bids by the Committee	
11	Basic payment terms	
12	Conditions (form) and amount of the procurement contract enforcement	<p>Supplier within ten (10) working days upon entering into procurement contract submits procurement contract enforcement in the amount of three (3) percent of the total amount of the procurement contract.</p> <p>A Supplier shall provide the contract enforcement in the form of the bank guarantee or a guaranteed financial contribution paid to the bank account of the Client.</p>
13	Conditions (form, terms) and the amount of the procurement contract enforcement in the amount of advance payment <i>(if necessary)</i>	<p>If the draft procurement contract provides submission of the contract enforcement in the amount of prepayment/advance payment, a Supplier shall provide the contract enforcement as a bank guarantee.</p>

14	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) Assessment criteria of the Tender Bids (Appendix 9 to the Tender Documentation); (any other required appendices shall be specified)
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* Organizer of Procurement shall have the right to establish additional information about the tender
** to be filled in by Organizer of Procurement



Tender Bid with quotation of a Potential Supplier
(for legal entities)

To: (name of the Organizer of Procurement)

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	

2. _____ (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, also he may company's name (if any), indicate marking and other necessary information for Organizer of Procurement to identify compliance with technical characteristics of procured goods.

3. 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	The best 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.

4. The Potential Supplier of this Tender Bid confirms that he/she is familiar with the Tender Documentation and aware of his responsibility for provision to Organizer of Procurement, 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.

5. The Potential Supplier assumes full responsibility provisioned by the Tender Documentation for submission of false information in this bid and annexed documents.

6. The Potential Supplier confirms that no affiliated person (s) is participating with him in this tender.

7. The present Tender Bid is valid during ____ working days from the date of Tender Bids opening.

8. 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) procurement contract enforcement;

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

9. Information on the quotation**:

No.	Contents
1	Item (<i>goods, works, services – specify required</i>)
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/she 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.

**Information provided in the table shall be indicated on the ETP (*applied in-procurement*).

*** 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.

Tender Bid application with quotation of a Potential Supplier
(for individuals)

To: (name of the Organizer of Procurement)

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	

2. _____ (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, also he may company's name (if any), indicate marking and other necessary information for Organizer of Procurement to identify compliance with technical characteristics of procured goods.

3. 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.

4. The Potential Supplier of this Tender Bid confirms that he/she is familiar with the Tender Documentation and aware of his responsibility for provision to Organizer of Procurement, 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.

5. The Potential Supplier assumes full responsibility provisioned by the Tender Documentation for submission of false information in this bid and annexed documents.

6. The Potential Supplier confirms that no affiliated person (s) is participating with him in this tender.

7. The present Tender Bid is valid during ____ working days from the date of Tender Bids opening.

8. 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) procurement contract enforcement;

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

9. Information about the quotation**:

No.	Contents
1	Item (<i>goods, works, services – specify required</i>)
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/she 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.

**Information provided in the table shall be indicated on the ETP (applied ine-procurement)

*** 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.

A handwritten signature in blue ink, located at the bottom right of the page, below the page number.

Appendix 4 to Standard Tender
Documentation for procurement
of goods, works, services

Bank guarantee
(Tender Bid security)

Bank name _____
(bank name and details)

To _____
(name and details of the Organizer of Procurement)

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 Documentation dated “ ” 20__ No. __ provides
submission of the Tender Bid security by a Potential Supplier in the form of the
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 (or any other
currency)

(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 procurement contract enforcement.

This guaranty liability enters into force from the date of Tender Bids
opening.

Handwritten signature

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 transferred by a 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 (or other currenc y)		% of scope
2							
Total on this subcontractor (co-executor):					Tenge (or other currenc y)		% of scope
Total on all subcontractors (co-executors):					Tenge (or other currenc y)		% 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.

Handwritten signature

Appendix 6 to Standard Tender
Documentation for procurement
of goods, works, services

Bank guarantee
(procurement contract enforcement)

Bank name _____
(bank name and details)

To _____
(name and details of the Organizer of Procurement)

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 procurement
contract enforcement in the form of the bank guarantee for the total amount of
_____ Tenge (or
any other currency).

_____ (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

