The deadline date for the receipt of Tenders is 21 September 2015 at 3.00 pm (Paris time).
INTRODUCTION

The OECD brings together the governments of countries committed to democracy and the market economy from around the world to:

- Support sustainable economic growth
- Boost employment
- Raise living standards
- Maintain financial stability
- Assist other countries’ economic development
- Contribute to growth in world trade

The OECD also shares expertise and exchanges views with more than 100 other countries and economies, from Brazil, China, and India to the least developed countries in Africa.

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**Fast facts**

- **Established:** 1961
- **Location:** Paris, France
- **Membership:** 34 countries
- **Budget:** EUR 357 million (2014)
- **Secretariat staff:** 2,500
- **Secretary-General:** Angel Gurría
- **Publications:** 250 new titles/year
- **Official languages:** English/French

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**Monitoring, analysing and forecasting**

For over 50 years, the OECD has provided statistical, economic and social data comparable with the most important and most reliable in the world. In addition to its collection of data, the OECD monitors trends, analysis, and forecasts economic developments. The Organisation studies changes and developments in trade, environment, agriculture, technology, taxation and more.

The Organisation provides a setting where governments can compare their experiences in developing public policies, seek answers to common problems, identify good practices and coordinate both domestic and international policies.

**Enlargement and Key Partners**

OECD member countries agreed to open accession discussions with Colombia and Latvia in 2013, and with Costa Rica and Lithuania in 2015.

The Organisation is also reinforcing its engagement with its Key Partners – South Africa; Brazil, China, India and Indonesia.

**Publishing**

The OECD is one of the world’s largest publishers in the fields of economics and public policy. OECD publications are a prime vehicle for disseminating the Organisation’s intellectual output, both on paper and online.

Publications are available through the Online Information System (OLIS) for government officials, through OECD iLibrary for researchers and students in institutions, corporate, subscribed to our online library and through the Online Bookshop for individuals who wish to browse titles free-of-charge and to buy publications.
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - PURPOSE AND OBJECT OF THE CONSULTATION

The OECD is issuing this Consultation with a view to sourcing intellectual services to contribute to the “Complementary review for a full Public Governance Review (Functional Review)” of Kazakhstan.

ARTICLE 2 - TERMS AND CONDITIONS OF THE CONSULTATION

2.1 Composition of the Consultation

The documentation relating to the Consultation includes the following parts:

a) Instructions to Bidders;

b) Terms of Reference and its Appendix 1;

c) Minimum General Terms and Conditions of Contract.

2.2 Offers

All Offers will be treated as contractually binding for the Bidder.

2.3 Duration of Offer validity

Offers shall remain valid for one hundred and eighty (180) calendar days, as from the deadline for receipt of Offers.

2.4 Additional information

Should any problems of interpretation arise in the course of drawing up the Consultation documents, Bidders may submit a written request for further information or clarification to the addresses indicated below, no later than seven (7) calendar days before the deadline for the receipt of Offers. The Organisation will not commit to answering questions or clarification received after this date. All Bidders will be advised of the answers given to such questions.

For all queries send an email with the subject line “OECD MC 100001370 Public Governance Kazakhstan - Clarification” to: federica.darida@oecd.org

2.5 Acceptance and rejection of Offers

There is no commitment on the part of the Organisation to accept any Offer or part thereof that is received in response to the Consultation.

The OECD reserves the right:

- To accept Offers with non-substantial defects.
- To reject Offers received after the deadline for receipt of Offers, without indemnity or justification.

2.6 Modification or cancellation of Consultation
The Organisation reserves the right to modify or cancel all or part of the Consultation, should the need arise, without having to justify its actions and without such action conferring any right to compensation on Bidders.

2.7 **Partnerships**

Partnerships must jointly meet the administrative requirements set out in the Consultation. Each partner must also meet the full requirements individually.

2.8 **Extension of the deadline for receipt of Offers**

The OECD reserves the right to extend the deadline for receipt of the Offers. In that case, all the Bidder’s and Organisation’s rights and duties and in particular Article 2.3 above will be subject to this new deadline.

2.9 **Expenses**

Offers are not paid for. No reimbursement of expenses related to the preparation of any Offer will be made by the OECD.

2.10 **Confidentiality**

The Consultation and any further information communicated to the Bidder or which come to his knowledge in the course of the Consultation and the performance of the work are confidential and are strictly dedicated to the purpose of the Consultation. The OECD reserves the right to have all material returned at the end of the Consultation process.

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**ARTICLE 3 - PRESENTATION, SUBMISSION AND CONTENTS OF OFFERS**

3.1 **Offer presentation and conditions for submission**

Offers shall be entirely drafted in English and shall be submitted:

- Before the deadline date of receipt of the Offers;
- Via email only to: federica.darida@oecd.org

The deadline date for receipt of Offers is 21 September 2015 3.00 pm (Paris time).

Offers which are received after the deadline for receipt specified above, as well as Offers which do not fully comply with the Technical Specifications, may be rejected and returned to the sender.

3.2 **Contents of the Offer**

The Bidder must provide:

- The Offer; to include, but not be limited to:
  - The required bidder submission documents as detailed in Section: Responses of the Terms of Reference.
3.2.1 Financial Conditions

Prices quoted must include everything necessary for the complete execution of an eventual contract (for example, insurance, transport, guarantees, etc.). Charges for items essential to execution of the contract and not identified in the Offer will be borne by the Bidder.

ARTICLE 4 - HEARINGS

The Organisation reserves the right to organise hearings and request the Bidders to specify the content of their Offers.

ARTICLE 5 - SELECTION CRITERIA

Proposals will be assessed against the evaluation criteria detailed in the Terms of Reference.

ARTICLE 6 - INFORMATION TO BIDDERS

All Bidders will be informed, whenever possible, of the decision taken on their Offers.
TERMS OF REFERENCE

Background

The Governance Review’s and Partnership Division (GRP) within the Governance and Territorial Development Directorate (GOV), is responsible for strengthening public governance and leadership and facilitating positive change in OECD member and non-member countries. Through its work GRP focuses on the interactions between key building blocks of good governance in the context of the countries’ priorities and reform plans.

To undertake this work GRP has developed a methodology which relies on peer reviewers and experts input into the governance review assessment based on multiple sources of information: questionnaires, documentation reviews, and exchanges of information with governmental and non-governmental stakeholders. The evidence also takes into consideration the experiences of the OECD’s 34 member countries and other relevant international experiences. The resulting Public Governance Reviews provide countries with strategic diagnostic and actionable recommendations, as well as capacity building and implementation support.

In July 2015 GRP launched the “Complementary review for a full Public Governance Review (Functional Review)” of Kazakhstan under the January 2015 agreement between the Government of Kazakhstan and the OECD on the implementation of the Country Programme that will enable Kazakhstan to leverage OECD expertise and standards, strengthen institutions, and build capacity for policy reforms. The Functional Review is composed of three distinct elements arising from the 2014 OECD Review of Central Administration of Kazakhstan (the 2014 Review). Through this Programme the OECD will contribute to the ongoing reflections on administrative reform in Kazakhstan by supporting the Government in following three main areas:

- Support the implementation of the recommendations as outlined in the Government of Kazakhstan’s implementation roadmap, flowing from the 2014 OECD Review of Central Administration of Kazakhstan (the 2014 Review)
- Provide the Government of Kazakhstan with policy assessments of its legal, policy and institutional framework in light of trends and best practices in OECD member countries and targeted policy recommendations on areas with the greatest potential for modernising Kazakhstan’s public administration:
  - Introducing good governance and corporate governance principles in public management
  - Improving multi-level governance arrangements and governance at the sub-national levels of government
  - Strengthening transparency and integrity through effective public procurement, budgeting and public-private partnerships and access to information and citizen participation
  - Enhancing the effectiveness of public policies and government institutions by embedding gender considerations into the policy process
- Support Kazakhstan’s process toward its adherence to the OECD’s principles of good public governance as outlined in its legal instruments.
The Functional Review is unfolding within the Country Programme over a 19 month period from June 2015 to December 2016 through a succession of activities and deliverables following a Timeline described for each Activity.

Activities and Deliverables

As part of this project the OECD is seeking an external consultant or team of consultants to provide intellectual services necessary to implement several elements of the Functional Review.

The consultant will contribute to project by:

(Activity 1) undertaking the policy assessment and capacity building concerned with introducing good governance and corporate governance principles in public management in selected public institutions, and

(Activity 2) leading or contributing to the design, development, and implementation of seminars, workshops, and roundtables, complemented by policy advice, policy dialogues, and exchange of best practices to support the implementation of the recommendations contained in the 2014 Review on the following topics:

- Seminars on OECD best practices and experiences in policy analysis, evaluation and risk management
- Roundtables on OECD best practices on performance-based budgeting and planning

These activities and related deliverables are described below. The bidders shall submit a proposal for both activities.

Activity 1: Policy Assessment - Introducing good governance and corporate governance principles in public management

The consultant will be expected to lead the research and analysis associated with this policy assessment, prepare a report on assessment and undertake respective capacity building activities. The planned tasks and timelines are outlined below.

Tasks

1. Lead the review of the public governance and corporate governance practices and principles in public management in two select public institutions (the Ministry of National Economy and the Ministry of Investment and Development. The list of public institutions is subject to change). This review would consider the state of public sector and corporate governance in two public institutions selected by the Government of Kazakhstan in light of best practices of other comparable jurisdictions and OECD member countries as well as lessons applied from capacity-building activities planned for other Kazakh
government institutions. It would also build on the results and recommendations of the 2014 Review. As part of this activity the consultant(s) will be expected to undertake in-country and other research, review documentation provided by the OECD and the Government of Kazakhstan, participate in fact-finding missions to Kazakhstan, and participate in approximately 30 meetings with officials of the OECD and/or Government of Kazakhstan as required over the length of the project.

**Deliverables:** The consultant(s) shall prepare a report containing the background information, analysis, diagnosis, findings and policy recommendations. The report is expected to be about 50 pages in length, written in English, and prepared according to the guidelines of the OECD (including full bibliography). The consultant(s) shall also be responsible for preparing research tools, such as questionnaires and surveys, to be used as part of the fact-finding missions or administered separately (e.g. on-line).

(2) Lead the provision of advice to Kazakh officials throughout the process based on findings of the policy assessment. This would include participation in meetings with Kazakh officials to present key findings of the policy assessment and present proposed avenues for transformation in the two institutions reviewed as part of the policy assessment (i.e., the development of the implementation roadmap). As part of this activity the consultant(s) will be expected to provide comments and lead discussions with senior Kazakh officials (e.g., roundtables) and make approximately 30 presentations of the course of the project for senior Kazakh officials summarizing their expert views. The consultant(s) shall prepare documentation for approximately 30 meetings of the course of the project (e.g. agendas, discussion papers, presentations) and, as required, review and comment on documents prepared by the Government of Kazakhstan that address the recommendations contained in the policy assessment and their implementation (e.g., the implementation roadmaps).

**Deliverables:** The consultant(s) shall prepare, in consultation with the OECD, a detailed plan for the meetings and discussions of the policy findings (e.g. agendas) and discussion and summary documents to support the discussion and contribution of Kazakh officials (e.g. written commentary on Kazakh government responses to the policy assessment, discussion papers and presentation slides). Based on this plan, the consultant(s) will also organise policy advice roundtables/meetings and provide expert advice to Kazakh officials, building on their expert knowledge and good practices found in OECD member countries. In consultation with Kazakh officials, the consultant will also develop a roadmap for the implementation of the policy assessment findings.

(3) Participate in approximately 10 high level meetings of the course of the project with officials of the OECD, Kazakhstan, or other institution or government as required by the OECD in support of this activity.

**Timelines**

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Timelines (all dates to be confirmed)</th>
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</thead>
<tbody>
<tr>
<td>Mission preparatory and follow-up activities</td>
<td></td>
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<tr>
<td>- Preparation for meetings with Kazakh officials,</td>
<td>October 2015</td>
</tr>
<tr>
<td>including preparation presentation slides and/or</td>
<td></td>
</tr>
<tr>
<td>discussion document, questionnaires</td>
<td></td>
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<tr>
<td>Tasks</td>
<td>Timelines</td>
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<td>----------------------------------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td><strong>Mission to Kazakhstan I</strong></td>
<td></td>
</tr>
<tr>
<td>- Initial fact-finding meetings</td>
<td>9 – 13 November 2015</td>
</tr>
<tr>
<td>- Participate in high level meetings with Kazakh officials and provide guidance on transformation activities in the two public institutions being reviewed</td>
<td></td>
</tr>
<tr>
<td>- Participation in the discussions with OECD and Kazakhstan on the Kazakhstan’s implementation of the findings and recommendations of the 2014 Review (as required)</td>
<td></td>
</tr>
<tr>
<td><strong>Mission II preparatory and follow-up activities</strong></td>
<td></td>
</tr>
<tr>
<td>- Preparation for meetings with Kazakh officials including preparation presentation slides and/or discuss document</td>
<td>April 2016</td>
</tr>
<tr>
<td><strong>Mission to Kazakhstan II</strong></td>
<td></td>
</tr>
<tr>
<td>- Fact-finding/findings validation meetings</td>
<td>18 – 22 April 2016</td>
</tr>
<tr>
<td>- Participate in high level meetings with Kazakh officials and provide guidance on transformation activities in the two public institutions being reviewed</td>
<td></td>
</tr>
<tr>
<td>- Participation in the discussions with OECD and Kazakhstan on the Kazakhstan’s implementation of the findings and recommendations of the 2014 Review (as required)</td>
<td></td>
</tr>
<tr>
<td><strong>Draft policy assessment report</strong></td>
<td></td>
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<tr>
<td><strong>Draft implementation roadmap</strong></td>
<td></td>
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<tr>
<td><strong>Mission III preparatory and follow-up activities</strong></td>
<td></td>
</tr>
<tr>
<td>- Prepare presentation slides and documents on the preliminary findings (task 2)</td>
<td>June 2016</td>
</tr>
<tr>
<td>- Preparation for meetings with Kazakh officials (task 3), including preparation presentation slides and/or discussion document</td>
<td></td>
</tr>
<tr>
<td><strong>Mission to Kazakhstan III</strong></td>
<td></td>
</tr>
<tr>
<td>- Launch of the preliminary policy assessment</td>
<td>20 - 24 June 2016</td>
</tr>
<tr>
<td>- Presentation of a roadmap for the implementation of recommendations included in the policy assessment</td>
<td></td>
</tr>
<tr>
<td>- Participate in high level meetings with Kazakh officials to guide the transformation of two selected public institutions</td>
<td></td>
</tr>
<tr>
<td><strong>Final policy assessment report</strong></td>
<td>July 2016</td>
</tr>
<tr>
<td><strong>Mission to Kazakhstan IV</strong></td>
<td>17 – 21 October 2016</td>
</tr>
<tr>
<td>Tasks</td>
<td>Timelines</td>
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</tbody>
</table>
| - Launch of the final policy assessment  
- Prepare presentation slides and documents (task 2)  
- Preparation for meetings with Kazakh officials (task 3), including preparation presentation slides and/or discuss documents  
- Participate in high level meetings with Kazakh officials to guide the transformation of two selected public institutions | (all dates to be confirmed) |
| - Briefings:  
  o Senior officials and stakeholders discussions on results of the OECD’s policy assessment  
- Launch of the OECD policy reports | |

**Activity 2: Capacity-building – Enhancing the Kazakhstan’s public sector, contributing to the design, development, and implementation of seminars, workshops, and roundtables, complemented by policy advice, policy dialogues, and exchange of best practices to support the implementation of the recommendations contained in the 2014 Review**

The consultant will be expected to lead and contribute actively to a programme of capacity-building activities with the aim of supporting Kazakhstan’s progress with the implementation of the recommendations of the 2014 OECD Review of Central Administration of Kazakhstan (Review). The planned tasks and timelines are outlined below.

**Tasks**

(1) Lead the planning, design and delivery of up to four capacity-building activities (in consultation with the OECD). The capacity building activities will offer concrete and practical tools to help the Kazakh authorities to strengthen their capacity to implement the recommendations of the 2014 Review (as outlined in Kazakhstan’s implementation roadmap) and OECD and international best practices, experiences and principles. In the form of seminars, advisory sessions, roundtables and technical workshops, these activities aim to provide actionable policy advice to Kazakhstan’s government to support the definition of reform priorities and assistance in their implementation. The topics to be included as part of these activities includes:

- policy analysis  
- risk management  
- evaluation and performance measurement  
- strategic planning and performance budgeting

The specific focus and content of each capacity-building activity will be defined by the OECD in consultation with Kazakh officials. The consultant(s) tasks will consist in planning the agendas, design of their approaches and delivery of the content themselves or with other OECD and international experts, and facilitation. The consultant(s) will be responsible for ensuring that their objectives, targets and
milestones are met in accordance to the requirements set by the OECD. The consultant will also be responsible for ensuring that the implementation of trainings, workshops and activities related to strengthening of institutional capacity are completed within the timeframe set by the OECD and Kazakh officials, and that the capacity building activities hold a high quality.

**Deliverables:** The consultant shall prepare, in consultation with the OECD, a detailed plan for up to four capacity-building activities (e.g. agendas, list of speakers) and discussion and summary documents to support the discussions and contributions of Kazakh officials, presentation slides, and overall facilitation. The consultant shall be responsible for design and delivery of the capacity building activity. The consultant may also be asked to provide advice on possible experts to be invited to contribute to the sessions.

(2) Participate in approximately 10 high level meetings of the course of the project with officials of the OECD, Kazakhstan, or other institution or government as required by the OECD in support of this activity.

**Timelines**

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Timelines</th>
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</thead>
<tbody>
<tr>
<td></td>
<td><em>(all dates to be confirmed)</em></td>
</tr>
<tr>
<td>Preparatory activities</td>
<td></td>
</tr>
<tr>
<td>- Plan and design two capacity-building activities on the topics of policy analysis, risk management, and evaluation</td>
<td>October 2015</td>
</tr>
<tr>
<td>Mission to Kazakhstan</td>
<td></td>
</tr>
<tr>
<td>- Deliver capacity-building seminars on policy analysis, risk management, and evaluation</td>
<td>9 – 13 November 2015</td>
</tr>
<tr>
<td>Preparatory activities</td>
<td></td>
</tr>
<tr>
<td>- Plan and design capacity-building activities on performance-based budgeting and strategic planning</td>
<td>June 2016</td>
</tr>
<tr>
<td>Mission to Kazakhstan</td>
<td></td>
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<tr>
<td>- Deliver capacity-building seminars on performance-based budgeting and strategic planning</td>
<td>20 -24 June 2016</td>
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<tr>
<td>Weight</td>
<td>Criteria</td>
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<td>--------------------------------------------------------------------------</td>
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<tr>
<td>30%</td>
<td>Relevant experience in conducting research and capacity building projects:</td>
</tr>
<tr>
<td></td>
<td>- over 10 years’ experience in policy analysis, risk management and evaluation performance measurement, as well as in development or advisory services and management of economic and policy research programmes on public sector governance;</td>
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<tr>
<td></td>
<td>- over 10 years’ experience in planning, coordinating and delivering capacity building activities (such as seminars, workshops, etc.) for audiences composed of senior government officials;</td>
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<td></td>
<td>- a proven record of conducting relations at senior level within a political decision-making environment in Kazakhstan and the ability to achieve consensus and interact effectively with multiple high-level stakeholders.</td>
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<tr>
<td>20%</td>
<td>Knowledge of:</td>
</tr>
<tr>
<td></td>
<td>- Kazakhstan’s government and public administration;</td>
</tr>
<tr>
<td></td>
<td>- OECD public governance review methodology and drafting requirements.</td>
</tr>
<tr>
<td></td>
<td>- Excellent understanding of the range of issues in policy and political economy that impact on Kazakhstan’s public governance and competitiveness.</td>
</tr>
<tr>
<td>10%</td>
<td>Technical quality of the bid and the proposed methodology</td>
</tr>
<tr>
<td>10%</td>
<td>Qualifications:</td>
</tr>
<tr>
<td></td>
<td>- advanced degrees in public administration, economics or political science;</td>
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<tr>
<td></td>
<td>- significant experience in working with Kazakh public officials and senior officials of international organisations.</td>
</tr>
<tr>
<td></td>
<td>- excellent written and oral command of English. The ability to draft to a high standard in English would be a definite advantage.</td>
</tr>
<tr>
<td>10%</td>
<td>Capacities, skills and competences:</td>
</tr>
<tr>
<td></td>
<td>- achievement focus</td>
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<tr>
<td></td>
<td>- analytical and strategic thinking</td>
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<td></td>
<td>- strategic networking</td>
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<td></td>
<td>- diplomatic sensitivity</td>
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<td>- presentation skills</td>
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<td>- ability to function effectively in multicultural teams</td>
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<td>- availability to join missions to Kazakhstan on specified dates and the capacity to participate in additional missions, as required, within reasonable (i.e. 15 business-day) notice</td>
</tr>
<tr>
<td></td>
<td>- availability to participate in meetings, conference calls on short notice</td>
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<td></td>
<td>- ability to substitute or include additional staff members to undertake project deliverables.</td>
</tr>
<tr>
<td>20%</td>
<td>Financial proposal (below budget 10 points, over budget 5 points, more than 100% over budget 0 points)</td>
</tr>
<tr>
<td>100%</td>
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</table>
Management

The consultant will be managed by the Governance Reviews and Partnerships Division within the Governance and Territorial Development Directorate (OECD).

Responses

Responses should comprise the following information and individual sections shall not exceed the number of pages where indicated:

- **Statement of Experience (no more than 5 pages):** This section should outline a statement of capabilities and include details of previous related assignments and current work being undertaken on the area of the assignment. (CV’s of key personnel can be attached as Annexes).

- **Proposed Work Plan (no more than 4 pages):** This section should demonstrate how the consultant would approach project management and address the requirements in the TOR (Terms of Reference).

- **Price Schedule (Annex):** The Price Schedule must provide a detailed and separate cost breakdown of the prices of proposed services and provide separate figures for functional grouping or category, as well as breakdown of individual staff costs, roles and profiles. Costs should be given separately for each of the tasks (in Euros only). NOTE: Any travel required for this work will be funded separately by the OECD as required and paid according to OECD rules and procedures.
Appendix 1

Kazakhstan Public Governance Country Programme
Policy Assessment Summary Description

SCOPE OF THE ASSESSMENT

- Introducing good governance and corporate governance principles in public management of selected public institutions

The application of internationally recognized public sector and corporate governance principles contributes to the effectiveness of governments and benefits society at large. The policy assessment proposes to consider the state of public sector and corporate governance in certain key Kazakh institutions in light of best practices of other comparable jurisdictions and OECD member countries. These include transparency, accountability, performance measurement, and importance of the separation of functions – all of which are consistent with Kazakhstan’s Five Transformations.

Furthermore, as Kazakhstan proceeds with reviews of its machinery of government, there is the need to consider the application of governance best practices that will apply to the institutions that will result.

The policy assessment will look at the arrangement which determine the governance framework that currently apply and derive context and institution specific findings to assistance Kazakhstan move forward. In line with the recommendations of the Review it is proposed to consider in the policy assessment, one or two ministries, or non-departmental public bodies (e.g. agencies, boards, health and educational institutions).

The review will look at governmental central administrative procedures as applied in the context of individual public organisations, in light of the OECD’s indicators on key governance and public management issues, such as policy-making process, human resources and financial management, strategic planning, transparency and the performance of public management. Building trust is crucial to implement the necessary structural reforms that are key to restoring growth and promoting well-being.

Based on the preliminary expressions of interest, it is suggested to focus on the Ministry of Investment and Development and others.

METHODOLOGY

In order to develop and expand the issues described above, the OECD will use both primary and secondary data. Where available, objective data will be presented to describe the issue, and will be supplemented by qualitative descriptions where appropriate.

Specifically, the OECD will conduct a review and analysis of all documents provided by the stakeholders in Kazakhstan and the recent OECD Review of Central Administration of Kazakhstan. The OECD will also draw on its publications such as the 2014 Review of the Central Administration in
Kazakhstan, databases, policy recommendations from expert committees and OECD sector case studies, as well as on the OECD’s principles of good public governance as outlined in its legal instruments.

The OECD will also draw on primary research and consultation/s, including:

- Questionnaires focusing on the areas outlined in the research framework.
- Interviews and meetings with high level representatives of government bodies, parliamentarians and judicial bodies, as well as non-governmental organizations, media and research institutions.

The report will draw as much as possible on the expertise of Kazakhstan and OECD member countries, by involving practitioners from the public sector as peers in research, analysis, and the formulation of recommendations. The selection of the countries and experts will be conducted in consultation with Kazakhstan, drawing on their areas of expertise.

The study team would consist of members of the OECD Secretariat, gender and governance experts from Kazakhstan, and peers from OECD governments (subject to agreement of the Government of Kazakhstan).
The following articles constitute of the minimum general conditions of the contract to be signed between the OECD and the Contractor to whom the Competitive process would have been awarded (the “Contract”). These minimum general conditions are not exclusive and could, as the case may be, be modified and/or complemented with additional conditions in the Contract.

**ARTICLE 1 – GOODS OR SERVICES**

The goods and/or services provided under the Contract (hereinafter “The Work”) shall strictly comply with the standards mentioned in the Terms of Reference. It is expressly agreed that the Contractor shall perform the Work in strict accordance with all Standards or, where no such standards have yet been formulated, the authoritative standards of the profession will be the applicable norms.

**ARTICLE 2 - PRICES**

Prices charged by the Contractor for the Work shall not vary from the prices quoted by the Contractor in its Tender, with the exception of any price adjustment authorised in the Contract.

**ARTICLE 3 - PAYMENTS AND TAXES**

Payment will be made in Euros.

In case the Contractor is located outside of France, the Organisation may be exempted from taxation, including from sales tax and value added tax (V.A.T.). Therefore, the Contractor shall not charge any such tax to the Organisation. All other taxes of any nature whatsoever are the responsibility of the Contractor.

In other cases, the prices shall be indicated exclusive of tax. If the amounts payable to the Contractor for the Work are subject to value added tax (V.A.T.), the Contractor's invoice will show the applicable V.A.T. rate and corresponding amount on the invoices, as well as the total amount before and after such tax.

**ARTICLE 4 - DELAY IN EXECUTION**

The Contractor shall perform the Work in accordance with the time schedule and the terms specified in the Contract, this being an essential element of the Contract. Any delay will entitle the Organisation to claim the payment of penalties as negotiated between the Contractor and the Organisation.

**ARTICLE 5 - ACCESS TO THE PREMISES**

If the Work requires at any time the presence of the Contractor and/or of the Contractor’s employees, agents or representatives (“Personnel”) on the premises of the Organisation, they
shall observe all applicable rules of the Organisation, in particular security rules, which the Organisation may enforce by taking any measures that it considers necessary.

**ARTICLE 6 - IMPLEMENTATION OF THE WORK**

The Contractor undertakes that the Work shall be performed by the individual(s) named in the Contract or otherwise agreed in writing by the Organisation. The Contractor may not replace said individual(s) by others, without the prior written consent of the Organisation.

**ARTICLE 7 - AUTHORITY**

The Contractor hereby declares having all rights and full authority to enter into the Contract and to be in possession of all licences, permits and property rights, in particular intellectual property rights, necessary for the performance of the Contract.

**ARTICLE 8 - LIABILITY**

The Contractor shall be solely liable for and shall indemnify, defend and hold the Organisation and its personnel harmless from and against any and all claims, losses, damages, costs or liabilities of any nature whatsoever, including those of third parties and Contractor’s Personnel, arising directly or indirectly out of or in connection with Contractor’s performance or breach of the Contract.

It is the responsibility of the Contractor to possess adequate insurances to cover such risks, including any risks related to the execution of the Contract.

**ARTICLE 9 - REPRESENTATIVES**

Neither the Contractor nor any of its Personnel:

- shall in any capacity be considered as members of the staff, employees or representatives of the Organisation;
- shall have any power to commit the Organisation in respect of any obligation or expenditure whatsoever;
- shall have any claim to any advantage, payment, reimbursement, exemption or service not stipulated in the Contract. In particular and without limitation, it is understood that neither the Contractor, nor any of the Contractor’s Personnel may in any manner claim the benefit of the privileges and immunities enjoyed by the Organisation or by its personnel.

**ARTICLE 10 - INTELLECTUAL PROPERTY**

The copyright and any other intellectual property rights arising from the Work carried out in performance of this Contract, including the intermediate and final results thereof, shall, on an exclusive and worldwide basis, automatically vest in the Organisation as the Work is created, or be assigned to the Organisation, as the case may be under any applicable legal theory. The price agreed between the Contractor and the Organisation is deemed to include this transfer of rights.
The Contractor undertakes not to use the Work for any purpose whatsoever that is not directly necessary to the performance of the Contract, except with the prior written consent of the Organisation. The Contractor shall ensure that the Contractor’s Personnel are expressly bound by and respect the provisions of the present clause.

**ARTICLE 11 - TRANSFER OF RIGHTS OR OBLIGATIONS**

The Contractor shall not transfer to any third party any rights or obligations under this Contract, in whole or in part, or sub-contract any part of the Work, except with the prior written consent of the Organisation.

**ARTICLE 12 - TERMINATION**

Without prejudice to any other remedy for breach of Contract the Organisation may claim, the Organisation reserves the right to terminate the Contract without any prior notice or indemnity:

i) in the event of failure by the Contractor to comply with any of its obligations under the Contract; and/or

ii) if the Contractor, in the judgment of the Organisation, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

The Organisation may also, by written notice sent through registered mail with recorded delivery to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice shall specify that termination is for the Organisation’s convenience, the extent to which Work of the Contractor under the Contract has been completed, and the date upon which such termination becomes effective. The Work that is complete on receipt of notice by the Contractor shall be accepted by the Organisation, at the Contract terms and prices. For the remaining, the Organisation may elect:

i) To have any portion completed at the Contract terms and prices; and/or;

ii) To cancel the remainder and pay to the Contractor the amount corresponding to the completed work.

**ARTICLE 13 – FINANCIAL INFORMATION**

During the Contract and at least seven years after its termination, the Contractor shall:

i). keep financial accounting documents concerning the Contract and the Work;

ii). make available to the Organisation or any other entity designated by the Organisation, upon request, all relevant financial information, including statements of accounts concerning the Contract and the Work, whether they are executed by the Contractor or by its any of its subcontractors.

The Organisation or any other entity designated by the Organisation may undertake, including on the spot, checks related to the Contract and/or the Work.
ARTICLE 14 - ARBITRATION CLAUSE

Given the status of the Organisation as an international organisation, the rights and obligations of the Contractor and the Organisation shall be governed exclusively by the terms and conditions of the Contract.

Any dispute arising out of the interpretation or implementation of the Contract, which cannot be settled by mutual agreement, shall be referred for decision to an arbitrator chosen by agreement between the Organisation and the Contractor or, failing such agreement on the choice of the arbitrator within three months of the request for arbitration, to an arbitrator appointed by the First President of the Court of Appeal of Paris at the request of either Party. The decision of the arbitrator shall be final and not subject to appeal. The arbitration shall take place in Paris, France. All proceedings and submissions shall be in the English or French language.

Nothing in the Contract shall be construed as a waiver of the Organisation's immunities and privileges as an international organisation.

ARTICLE 15 – CONFIDENTIALITY

Any information, on any medium whatsoever, sent to the Contractor to which the Contractor obtains access on account of the Contract, shall be held confidential. In consequence, the Contractor shall not disclose such information without the written prior consent of the Organisation. The Contractor shall ensure that the Contractor's Personnel is expressly bound by and respect the provisions of the present clause.

ARTICLE 16 - DURATION OF THE CONTRACT

Unless otherwise stated in the Market Consultation, the duration of the Contract shall be for one year. It may be renewed twice by tacit agreement for periods of one year, but the total duration may not exceed three years.