**TERMS OF REFERENCE**

**for the provision of transport services for any type of cargo and in different directions**

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| **#** | **List of basic**  **data and requirements** | **Basic data and requirements** |
| 1 | Place of work | Bishkek / Balykchy. |
| 2 | Customer | The “Kumtor Gold Company” CJSC. |
| 3 | Service provision facilities | Provision of transport services for all types of cargo and in different directions. |
| 4 | Cargo description | * Type of cargo: [industrial equipment and its parts, dangerous goods, etc.] * Weight and volume: [up to 22 tons,] * Packing: [pallets, boxes, etc.] * Special storage conditions:   + Humidity: [if applicable]   + Fragility/Hazard: [if applicable] |
| 5 | Shipping geography | * Point of departure: [China (Shanghai), Australia (port of Brisbane), South Africa (port of Johannesburg), Russia (Moscow, Tyumen), Kazakhstan (Astana, Karaganda)] * Destination: Kyrgyzstan (Balykchy)] * Register transit countries: bypassing the territory of the Russian Federation (for international transportation) * Preferred route: bypassing the territory of the Russian Federation (for international transportation) * Write down the approximate date of arrival: |
| 6 | Carrier requirements | * Availability of a license for international transportation * At least **3 years** **of experience in international logistics** * Availability of its own fleet of vehicles or contracts with subcontractors * Possibility of providing multimodal transportation * Cargo insurance for the entire route * Real-time cargo tracking capability (GPS, online platform) * Compliance with international norms and standards (CMR, TIR, ADR, etc.) * Availability of qualified staff who speak foreign languages |
| 7 | Requirements for the organization of work | * The Contractor is obliged to ensure the provision of support services by providing qualified specialists, workers, equipment and machinery. * The Contractor undertakes to maintain the proper condition of his equipment on his own and at his own expense, to maintain it in a timely manner (to carry out repairs, etc.), in case of breakdown, to make a proper and timely replacement of equipment or to take measures to eliminate malfunctions as soon as possible. * The Contractor shall be liable for damage caused to third parties by its machinery, mechanisms, devices, equipment, and shall also bear other liability. * The Contractor is fully responsible for the technical condition of the equipment and their operation in the process of work. * The Contractor is obliged to ensure timely refueling of equipment and prevent downtime. * All work must be carried out in compliance with occupational health and safety requirements. * In case of violation of the terms of the contract or low quality of the services provided, the Contractor undertakes to eliminate the shortcomings as soon as possible. |
| 8 | Documentation provided by the Contractor | * Organization or individual entrepreneur:   copies of the registration certificate, charter, existing permits and licenses, parameters and characteristics of the taxpayer's activities, a list of business partners with a summary of the work performed and recommendations.   * Proposed fleet of equipment (type, specifications, quantity, registration documents, maintenance history, photographs). * The head unit of the organization, the main and regional base of the organization. * Employees and engineers with a description of their previous work experience.   The Carrier is obliged to provide:   * Contract of carriage * Bill of lading (CMR, bill of lading, air waybill, etc.) * Certificates of Conformity and Licenses * Insurance policy * Customs documents (if applicable) * Delivery report (acceptance certificate) |
| 9 | Customs clearance | The Carrier must ensure:   * Cargo escort at all stages of customs control * Preparation and submission of the necessary documents * Brokerage services (if required) * Consultations on customs requirements of transit and destination countries |
| 10 | Liability of the Parties | * The Parties shall comply with [General Terms](General%20Terms) and <https://www.kumtor.kg/wp-content/uploads/2020/11/general-terms_contracting_2020_nov.pdf> * The Carrier is responsible for the safety of the cargo from the moment of acceptance to the moment of transfer * In case of damage or loss of cargo – compensation in accordance with the terms of the contract and insurance * Penalties for violation of delivery times * The Customer undertakes to provide reliable information about the cargo and ensure its readiness for shipment * The Parties shall not be liable for failure to comply with the terms of this Agreement in the event of force majeure circumstances, as defined by applicable law, which directly affected the proper performance of the terms of this Agreement. * The Contractor shall not be liable for goods and unauthorized items in the vehicle that are not declared in transport, customs, and other documents. * Proof of proper performance of services under this Agreement shall be a Certificate of Completion (Services Rendered) signed by the authorized representatives of the Parties. * The certificate shall be signed by the Contractor and sent to the Customer for signing in two copies by electronic means of communication and on paper. * The Customer undertakes to review the certificate received from the Contractor, as well as the supporting documents attached thereto, within 3 (three) business days from the date of receipt and, at the end of the specified period, return the signed copy of the Act to the Contractor or, within the same period, send the Contractor a reasoned refusal to sign the Act with a list of deficiencies in the services rendered. |
| 11 | Service completion timeframe and payment terms | * The agreement for the provision of services is drawn up for a period of 3 (three) years if the contractual obligations are satisfactorily fulfilled by the Contractor. * Price offers should be calculated on an all-inclusive basis (taxes and mandatory deductions, depreciation of equipment, operation of equipment, wages + travel allowances and various allowances, sick leaves, overheads, profits, and so on). * 100% post-payment within 10 banking days after the Parties sign the Service Completion Certificate and issue an invoice. |