

**MONGOLIA  
NATIONAL GEOLOGICAL SURVEY**

**BIDDING DOCUMENTS FOR  
PROCUREMENT OF WORKS**

Bidding name: *Airborne geophysical survey*

Bidding No.: *YTA/20240101010*

**2024**

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## CHAPTER I. INSTRUCTIONS TO BIDDERS

### A.GENERAL

#### 1. Scope of Bid

1.1. Pursuant to the Law on Procurement of Goods, Works, and Services with State and Local Property Funds (hereinafter referred to as the “**Law**”), the client specified in the Bid Data Sheet shall conduct a bidding process for the procurement of the work and its accompanying services (hereinafter referred to as the “**work**”) outlined in Chapter III. The bidding name and number must be specified in the Bid Data Sheet.

1.2. If a bidding package exists, this information shall be indicated in the Bid Data Sheet.

1.3. In compliance with Article 32.5 of the Law, this shall be indicated in the Bid Data Sheet in cases where bidding is organized in advance.

#### 2. Source of Funds and Costs

2.1. The total funding source of the bid, as well as each package, and the approved budget cost, shall be detailed in the Bid Data Sheet.

#### 3. Procurement Legislation

3.1. Throughout this procurement process, adherence to the laws and regulations governing the procurement of goods, works, and services with state and local property assets, as outlined in Article 2.1 of the law, shall be mandatory.

#### 4. Electronic Procurement System

4.1. The bidding process will be conducted via the Electronic Procurement System ([www.tender.gov.mn](http://www.tender.gov.mn)), (hereinafter referred to as the “**electronic system**”), in accordance with the “**Procedures for Organizing Procurement by Electronic System and Ensuring its Continuous and Safe Operation**” approved by the Minister of Finance.

#### 5. Prevention of Corruption and Conflict of Interest

5.1. Clients, interested parties, bidders, as well as employees and officials specified in Article 52.1 of the Law, shall promptly inform law enforcement organizations and relevant officials in the event of corrupt, fraudulent, collusive, or coercive practices contrary to the stipulations outlined in the Anti-Corruption Law, Law on Regulation of Public and Private Interests, Prevention of Conflict of Interest in Public Service, Law on Competition, Criminal Code, and Law on Infringement of Mongolia, in accordance with applicable laws and regulations.

5.2. Individuals subject to the prohibitions and restrictions outlined in Articles 20, 20<sup>1</sup>, and 21 of the Law on Regulation of Public and Private Interests and Prevention of Conflict of Interest in Public Services shall be ineligible to participate in the bid.

#### 6. General Requirements for Interested Parties and Bidders

6.1. An entrepreneur becomes an interested party in the bid by paying the service fee as stipulated in Article 22.10 of the law.

6.2. Service fees paid by interested parties are non-refundable under any circumstances.

6.3. The participant must not have encountered the conditions specified in Article 7.1 of the law, or must have fulfilled the

general requirements.

6.4. The bidder is required to submit a bid in accordance with Article 6 of the Law.

6.5. Foreign participants in the bid must provide information regarding the entity registered as the ultimate owner in accordance with the laws of the country of incorporation.

6.6. Information regarding the ultimate owner of a legal entity in Mongolia shall be based on the information registered in accordance with the Law on State Registration of Legal Entities.

6.7. Individuals who fail to comply with Mongolia's international agreements and are subject to trade embargoes are ineligible to submit bids.

**7. Requirements for Subcontractors and Joint Ventures**

7.1. The Joint Venture agreement and subcontractor agreement to be submitted for bidding must adhere to the requirements outlined in Article 6 of the law.

7.2. In case the subcontractor agreement violates Article 6.4 of the law, the client will disregard the subcontractor agreement and related documents of the subcontractor during the bid review.

7.3. Participation as a partner or subcontractor is confirmed by the member of Joint Venture or subcontractor via the electronic system.

7.4. Clause 7.3 of the Instruction to Bidders does not apply to the inclusion of a foreign individual as a member of the Joint Venture or as a subcontractor.

7.5. A Joint Venture member or subcontractor is ineligible if the period of time registered in the list of individuals with restricted participation in the bid has not expired.

**B.CONTENTES**

**8. Bidding Documents**

8.1. The bidding documents comprise the following Chapters and any amendments thereof:

Chapter I. Instruction to Bidders;

ChapterII. Bid Data Sheet;

ChapterIII. Specifications and requirements;

Chapter IV. Bid evaluation criteria;

Chapter V. Standard Bidding Forms;

Chapter VI. Terms and Conditions of Contract.

8.2. Upon entering a contract with the supplier following the bidding process, the client shall adhere to the terms and conditions outlined in Chapter VI of the bidding document.

8.3. The interested party must study the requirements, criteria, terms and conditions of contract, standard bidding form, technical specifications, any amendments thereof, as well as the cited laws, regulations, and instructions, and prepare a bid in accordance with them.

**9. Clarification of Bidding Document**

9.1. If an interested party requires clarification on issues specified in the bidding documents, they may submit a written request to the client at least five working days prior to the bidding opening.

9.2. Requests for clarification should be addressed to the indicated address in the Bid Data Sheet (BDS).

9.3. The request for clarification must be accompanied by a receipt of payment of the service fee.

9.4. The Client's response to the request for clarification shall be considered delivered upon being provided in writing and published in the electronic system.

9.5. If, following clarification, the client deems it necessary to amend the bidding documents, the provisions of Article 11 of the Instructions to Bidders (ITB) shall be adhered to.

## **10. Pre-Bid Meeting**

10.1. As per Article 19.4 of the Law, the Bid Data Sheet (BDS) shall specify whether a meeting will be organized or the work area will be introduced.

10.2. Interested parties and their representatives shall participate in the meeting.

10.3. An entrepreneur who did not attend the meeting specified in Article 10.1 of the Instructions to Bidders (ITB) may still participate in the bidding process.

## **11. Amendment to the Bidding Document**

11.1. The client may make amendments to the bidding documents before the deadline for receiving bids.

11.2. Amendments to the bidding documents will be deemed valid upon their publication in the electronic system.

11.3. If amendments are made to the bidding documents within five working days from the opening of bidding, the deadline for receiving bids shall be extended to ensure a minimum of five working days from the date of the amendments.

## **C. PREPERATION OF BIDS**

## **12. Language of Bid**

12.1. Regardless of whether the bidding announcement, document, or invitation is published in a foreign language, all bidding documents, official letters, correspondence, and other related documents, as well as bids submitted by bidders, shall be in Mongolian. All communication, documents, and information pertaining to the bidding shall be in Mongolian, and translations shall be prepared and submitted by the bidders.

12.2. Only in the case of biddings for the execution of work financed by loans and aid funds of foreign countries and international organizations, the language specified in the Bid Data Sheet may differ based on international agreements of Mongolia.

12.3. If there is a discrepancy between the Mongolian language version of the bidding document and the foreign language version prepared in accordance with Article 12.2 of the Instructions to Bidders (ITB), the Mongolian language version shall prevail.

12.4. During the review and evaluation of bids, the client shall utilize translations of documents made in a foreign language, and the bidder shall be accountable for the accuracy and consistency of the translation, regardless of whether it was completed by the bidder or another individual.

## **13. Documents Comprising the Bid**

13.1. The bidding consists of a technical and price proposal for the work, as per Article 21.1 of the Law.

13.2. The bid to be prepared and submitted by the bidder shall

include the following documents and information:

13.2.1. Forms prepared in accordance with Article 14 of the ITB;

13.2.2. If the bid is confirmed by an entity other than the individual authorized to represent the bidder without credentials, appropriate credentials (evidence of an entity entitled to represent without credentials for a foreigner) issued in accordance with the relevant laws;

13.2.3. Alternative bid prepared in accordance with Article 15 of the ITB;

13.2.4. Evidence demonstrating that the bidder has met the general requirements specified in Article 16 of the ITB;

13.2.5. Documents demonstrating that the bidder's capabilities and experience meet the requirements and criteria outlined in Articles 17, 18, and 19 of the ITB;

13.2.6. Documents demonstrating that the proposed work complies with the requirements outlined in Article 20 of the ITB;

13.2.7. The work budget as specified in Article 21 of the ITB;

13.2.8. Explanation relevant to cases specified in Article 21.7 of the ITB;

13.2.9. In the case of a joint venture or subcontractor, the relevant contract.

13.3. The bidder is responsible for verifying the validity of all documents and information in their bid and bears responsibility to the client for their accuracy.

13.4. The bidder shall submit the bid following the provision of the bid security and payment of the service fee, as outlined in Articles 22.7 and 22.10 of the Law.

#### **14. Standard Bidding Forms**

14.1. The bidder shall complete and submit the form information specified in Chapter V in the format provided by the electronic system, as stipulated by Article 21.1.3 of the Law.

#### **15. Alternative Bids**

15.1. If specified in the bid data sheet, the alternative bid may be submitted along with the bid, in accordance with the requirements outlined in Article 11.10 of the Law.

#### **16. Document Approving General Requirements**

16.1. The following documents serve as verification of the bidder's compliance with the general requirements:

16.1.1. Form 1 of Chapter V, completed in accordance with Article 14.1 of the ITB.

16.1.2. Additional documents related to verifying compliance with general requirements shall be specified in the BDS in accordance with Article 7 of the Law.

16.2. The foreign entity shall submit the following documents or equivalent documents issued by the government authorities of the country of incorporation or residence:

16.2.1. If it is a legal entity, a state registration certificate, and a document identifying the entity authorized to represent without credentials;

16.2.2. A passport or an equivalent document for a foreign individual or stateless individual;

16.2.3. Documents proving the absence of overdue tax debts under the law of the country as of the day following the announcement of the bidding.

16.3. To approve the general conditions of the bidder, the client will not require submission of documents other than those specified in Articles 16.1 and 16.2.2 of the ITB. Additional necessary conditions will be approved based on the notification submitted by the bidder and the information provided in Article 15.2 of the Law.

16.4. Each member of the Joint Venture must submit the documents specified in Articles 16.1 and 16.2 of the ITB.

## **17. Skills and Expertise Criteria**

17.1. The client shall adhere to Article 15 of the law when determining the capacity and experience requirements specified in Articles 18 and 19 of the ITB.

17.2. Publicly available information, as specified in Article 15.2 of the Law and accessible through the electronic system, shall not be submitted as evidence.

17.3. In the case of a Joint Venture, both the member and the representative member together must fully meet the capacity and experience requirements specified in Articles 18 and 19 of the ITB.

17.4. The authorized representative member of the Joint Venture must fulfill over 40% of the capacity and experience requirements outlined in Articles 18 and 19 of the ITB, while each member of the partnership meets 25% or more.

17.5. The subcontractor must submit documents with the bidding to demonstrate compliance with the relevant portion of the requirements and criteria outlined in this article.

## **18. Evidence of Financial Capability**

18.1. According to Article 16.5 of the Law, the bidder must fulfill the financial capacity requirements specified in the BDS.

18.2. If the client requests proof of financial capacity requirements, it shall be selected from the documents specified in Articles 16.2 and 16.4 of the Law and indicated in the BDS.

18.3. Statements from banks and financial institutions other than the participant's bank regarding account information and balance will not be considered during the review of the bidder's financial capacity. The client shall not request a corresponding bank statement for matters other than those specified herein.

18.4. On the day following the bidding announcement, inquiries regarding whether a Mongolian legal entity owes overdue loans to banks or financial institutions shall be obtained from the entity specified in Article 4.1.5 of the Law on Credit Information and submitted to the bidding through the electronic system; banks or financial institutions shall not be required to submit inquiries on this matter.



- 19. Evidence of Technical Competence and Experience**
- 19.1. According to Article 17.4 of the Law, the bidder must fulfill the technical capacity and experience requirements specified in the BDS.
- 19.2. If the client requests evidence to demonstrate compliance with the requirements of technical capabilities and experience, it shall be selected from the documents specified in Articles 17.2.1, 17.2.3, and 17.2.4 of the Law and indicated in the BDS.
- 19.3. If a license, permit, or certificate is required for the performance of work or provision of ancillary services, it shall be specified in the BDS.
- 19.4. Each member of the Joint Venture must satisfy the requirements of the license specified in Article 19.3 of the ITB. If multiple licenses and certificates are required, the members of the Joint Venture must collectively meet them.
- 20. Evidence of Compliance with Bidding Document Requirements**
- 20.1. Evidence demonstrating compliance with the technical specifications and requirements outlined in Chapter III must be submitted with the bid.
- 20.2. If there is a discrepancy or omission in any of the technical specifications outlined in Chapter III, an explanation must be provided.
- 20.3. Regarding the execution of work, it will be deemed non-compliant if goods and services are offered for purchase by an entity restricted from participating in the bidding process.
- 21. Bid Prices and Discounts**
- 21.1. The prices and discounts offered by the bidder must adhere to the requirements specified in this Article.
- 21.2. The cost budget submitted for bidding shall be certified by an authorized entity for each item and the total price, based on norms and standards approved by the relevant authorities.
- 21.3. The bid price shall encompass the costs specified in Article 27.13 of the Law.
- 21.4. If the total amount of the budget specified in Article 21.2 of the ITB does not contain arithmetic errors but differs from the price specified in Form 1 of Chapter V, the total amount of the budget shall be considered as the offered price.
- 21.5. If a price discount is offered in accordance with Article 21.1 of the Instructions to Bidders (ITB), the discounted price is considered as the “bid price”.
- 21.6. Unless otherwise specified in the Law or the Bid Data Sheet, the Bidder's Offered Price shall remain fixed throughout the execution of the Contract and shall not be subject to adjustment. Bids with a price offer subject to adjustment shall be deemed ineligible. The submission of a fixed price bid in a bidding where price adjustments are permitted in the Bid Data Sheet shall not be a reason for rejecting the bid. During the execution of the contract, the price adjustment shall be considered as zero.
- 21.7. In the case specified in Article 21.5 of the Law, if the bid price of the bidder is below 80 percent of the budgeted cost, a reasonable explanation must be submitted with the

bid, stating that the price does not negatively impact the scope, quality, and performance of the work.

**22. Currencies of Bid**

22.1. Unless otherwise specified in international agreements and laws of Mongolia, the bid price shall be expressed in the national currency of MNT, in accordance with Articles 4.1 and 4.2 of the Law on Payments in National Currency.

**23. Period of Validity of Bids**

23.1. In accordance with Article 21.1.1 of the Law, the bidder shall specify in Form 1 that the validity period of their bid shall be no less than 30 working days after the opening of the bidding.

23.2. If the client requests an extension of the bidding validity period in accordance with Article 28.8 of the Law, the bidder may extend the period specified in Article 23.1 of the ITB.

23.3. If the bidder extends the validity period of the bid, both the guarantor and the bidder are responsible for extending the validity period of the bid security as specified in Article 24 of the ITB.

23.4. According to Article 32.5 of the Law, if bidding is organized in advance, the validity period of the bidder's bid shall remain in effect until the conclusion of the contract after the approval of the financing source for the work.

**24. Bid Security**

24.1. In the case specified in Article 14.1 of the Law, the client shall indicate in the BDS a bid security, calculated at 0.5 percent of the budgeted cost, in accordance with the "Regulation on procurement guarantee and income generation".

24.2. If the bidding is divided into packages, the bid security shall be submitted for each package.

24.3. In the case of a Joint Venture, an individual authorized to represent it shall submit a bid security.

**D. SUBMISSION AND OPENING OF BIDS**

**25. Submission of Bids**

25.1. The bid shall be confirmed in accordance with Article 22.1 of the Law, and if a bid security is required, it shall be submitted in accordance with Article 24 of the ITB.

25.2. If the certified entity, as specified in Article 25.1 of the ITB, is authorized to represent the bidder without credentials, submission of credentials is unnecessary.

25.3. If the entity authorized to represent the bidder without credentials authenticates the bid with a digital signature, the form specified in Chapter V shall be considered authenticated with a stamp or mark, as per Article 25.1 of the ITB. In this case, there is no requirement to provide credentials related to the confirmation of the form or to authenticate it with a seal or mark of a legal entity.

25.4. If the Bidder is to transmit information concerning sensitive personal information, as specified in Article 22.5 of the Law, the notification stipulated in Article 22.6.3 of the Law shall be submitted without confidentiality, in accordance with Form 7 of Chapter V.

25.5. The documents and information specified in Article 22.6 of the Law must be submitted publicly, and the provisions outlined in Article 25.4 of the ITB do not apply to

these documents. The client shall specify the documents to be disclosed in the bidding in the Bid Data Sheet. If the document involves sensitive personal information, the bid shall be submitted on the basis of obtaining the consent of the owner of the information.

**26. Deadline for Submission of Bids**

26.1. The deadline for receiving bids is specified in the Bid Data Sheet. The date and time are determined based on the server time of the electronic system.

26.2. The client shall conduct the bidding opening through the electronic system at the date and time specified in the Bid Data Sheet. The bidder or their representative has the right to attend the bidding opening.

**E. EVALUATION OF BIDS**

**27. Clarification of Bids**

27.1. If the client requests clarifications regarding a bid, the procedures outlined in Article 25 of the law shall be followed.

**28. Reviewing Bids for Compliance**

28.1. During bid review, assessments will adhere to the regulation outlined in Article 26 of the Law, along with the bidding package specified in Article 13 of the ITB, information retrieved from relevant databases, and any comments and clarifications received regarding the bidder and their bid.

**29. Evaluation of Bids**

29.1. As per Article 11.4 of the Law, the client is responsible for selecting the primary evaluation criteria, and unless stated otherwise in the Bid Data Sheet, the main evaluation criterion shall be the comparative price.

29.2. The Client shall evaluate and compare the bids in accordance with Article 27 of the Law.

29.3. Unless stated otherwise in the Bid Data Sheet, the main evaluation criterion shall be the comparative price.

**30. Correction of Arithmetical Errors**

30.1. Arithmetic errors in the bid price shall be rectified in accordance with the “Methodology and Instructions for Evaluating Bids and Margin of Preference”.

30.2. According to Article 30.1 of the ITB, the Bidder will receive notification regarding the correction of arithmetic errors.

**31. Margin of Preferences**

31.1. If the client submits the information and documents specified in the Bid Data Sheet, the price will be decreased abstractly in accordance with the law and relevant methodologies and instructions, as outlined in Article 8.4 and 8.7 of the law.

31.2. Failure to submit the evidence specified in Article 31.1 of the ITB will result in the absence of preference, but it shall not be grounds for rejecting the bidder's bid.

31.3. It should be noted that failure of the contractor who was awarded the contract with preference to fulfill the contractual obligations may result in limitations on their right to participate in biddings.

**32. Criteria for Evaluation**

32.1. If specified in the Bid Data Sheet, the evaluation criteria corresponding to those specified in Chapter IV shall be quantified in monetary terms, and the comparative price shall be increased abstractly.

**33. Comparative Bid Price**

33.1. The “Methodology and instructions for evaluating bids

**Evaluation**

and margin of preference” shall be adhered to in determining the comparative price of bids.

33.2. If a bid with alternative bid is deemed to be the “best” as permitted in Article 15.1 of the ITB, the alternative bid shall be reviewed and assessed in the same manner as the main bid.

33.3. According to Article 33.2 of the ITB, the regulation for evaluating the primary bid shall be adhered to when reviewing and assessing the alternative bid.

**34. Ranking of Bids**

34.1. When ranking bids, the Client shall adhere to the regulations outlined in Article 27.5 of the Law.

**35. Capacity Reevaluation of Bidders**

35.1. The Client shall reverify the bidder who has submitted the best evaluated bid in several packages for its ability to perform the contractual obligations specified in those packages and whether the proposed human resources and equipment information overlaps with other projects and activities.

35.2. According to Article 35.1 of the ITB, reverification shall solely rely on the documents and information utilized in the bidding review to ascertain compliance with the financial capacity requirements outlined in Article 18 and the technical capabilities and experience delineated in Article 19 of the ITB.

35.3. In compliance with Article 35.2 of the ITB, the bidder's capacity will be assessed, and the authorization to enter into a contract will be conferred in accordance with Article 27.10 of the Law.

**F. DELIVERY OF NOTICES AND CONCLUSION OF CONTRACT**

**36. Notification of Award**

36.1. The Client shall render the decision as stipulated in Article 28 of the Law and inform the bidders accordingly.

**37. Performance Security**

37.1. In the case specified in Article 42.1 of the Law, the bidder eligible to enter into a contract must provide a performance guarantee equivalent to three percent of the financing amount for the respective fiscal year within the timeframe specified by the Client.

37.2. A performance guarantee shall be issued in compliance with the “Regulation on procurement guarantee and income generation”.

**38. Advance Payment**

38.1. If an advance payment is necessary for purchasing inventory and start-up costs for contract implementation, the client shall specify the percentage of the advance payment in the Bid Data Sheet.

38.2. The contractor shall provide the Client with a request for advance payment, detailing the type, quantity, budget, and schedule of the work to be financed, accompanied by a advance payment security issued by a related entity, in an amount not less than specified in Article 38.1 of the ITB.

38.3. The advance payment security shall adhere to the “Regulation on procurement guarantee and income generation”.

38.4. An advance payment security received by the client shall form an integral part of the contract.

**39. Signing of Contract**

39.1. The client shall finalize the contract confirmation form as per Article 8.2 of the ITB and submit it to the bidder.

39.2. As per Article 39.1 of the ITB, the selected bidder must sign and confirm the submitted contract within the specified timeframe required by the client.

## CHAPTER II. TENDER DATA SHEET

<b>Relevant Provisions of Tender Instructions</b>	<b>A. GENERAL</b>
<b>TI 1.1</b>	Client: <i>National Geological Survey</i>
<b>TI 1.1</b>	Tender Name: <i>Airborne Geophysical Research Work</i>
<b>TI 1.1</b>	Tender announcement number: <i>YFA/20240101010</i>
<b>TI 1.2</b>	The tender consists of packages with the following names and numbers: <i>No packages.</i>
<b>TI 1.3</b>	Whether tender selection is organized in advance: <i>“No”</i>
<b>TI 2.1</b>	Sources of funding: <i>State budget funds</i>
<b>TI 2.1</b>	Total budgeted cost: <i>MNT 30,268,361,100.0</i>
<b>B. Contents of Tender</b>	
<b>TI 9.1</b>	Address for clarification on tender documents: Recipient Name: <i>National Geological Survey</i> Address: <i>Mongolia, Ulaanbaatar City 18072, Songinohairkhan District, 29th khoroo, Trade Union Street-37, National Geological Survey</i> Phone number: <i>70182011</i> Email address: <i>info@ngs.gov.mn</i>
<b>TI 10.1</b>	Whether to hold a pre-bid meeting: <i>“No”</i>
<b>B. Preparation of Tenders</b>	
<b>TI 12.1</b>	Tender language: <i>Mongolian language. If the materials to be attached to the proposal are in a foreign language, a certified translation shall also be attached. Any deviation from this requirement will be a reason for the client to reject the tender.</i>
<b>TI 15.1</b>	Suggestion for version: <b>“Disallowed”</b>
<b>TI 16.1.2</b>	Other documents required for approval of general requirements: <b>“Required”</b> <i>Law governing the procurement of goods, works, and services utilizing state and local property funds:</i> 7.1. A bidder will be considered ineligible for general eligibility if any of the following conditions are met: 7.1.1. <i>has become insolvent, has been liquidated, has initiated insolvency procedures, has ceased business operations, or is in a situation analogous to these under the laws of the country of establishment;</i> 7.1.2. <i>By law of the State of Mongolia or the nation where it was created, there is a court judgment enforcement procedure, or there is an overdue tax or social insurance contribution obligation.</i> 7.1.3. <i>Submitted a tender in which a linked party participated, as stipulated in Section 4.1.6 of the Competition Law.</i> 7.1.4. <i>When participating in the tender selection, entered into contracts or agreements intended at limiting competition with other bidders, or pre-negotiated pricing, other terms, and criteria.</i> 7.1.5. <i>The person mentioned in Article 4.1.10 of this legislation;</i> 7.1.6. <i>A Court decision establishing that one of the following persons has committed a crime of corruption or money laundering has come into effect:</i> 7.1.6.a. <i>The bidder or a person authorized to represent him;</i> 7.1.6.b. <i>The ultimate owner specified in Article 3.1.6 of the Law on Combating Money Laundering and Terrorist Financing;</i> 7.1.6.c. <i>An authorized official specified in Article 84.1 of the Company Law of the bidder.</i>

	<p>7.1.7. <i>Advised or participated in the preparation of tender documents, or is related to the person who provided advice or participated;</i></p> <p>7.1.8. <i>The period of registration in the list of persons whose right to participate in the tender has been restricted has not expired;</i></p> <p>7.1.9. <i>A legal entity established by or registered as the ultimate owner of a person whose right to participate in the tender has been restricted on the grounds specified in Articles 56.5.3, 56.5.4, and 56.5.5 of this law.</i></p> <p>7.2. The Bidder will notify in writing whether or not the circumstances outlined in this Law's Section 7.1 have come to pass.</p> <p>7.3. The competent authority of the participating state of Mongolia or the nation where the tender was established shall submit any papers pertaining to the approval of the conditions mentioned in clause 7.1 of this article if they are requested to be submitted in the tender documents.</p> <p>7.4 In compliance with this law's sections 7.2 and 7.3, each partner must meet the basic requirements and provide the pertinent declarations and documentation.</p>
<b>TI 16.4</b> <b>TI 18.1</b>	<p>The following extra conditions must be fulfilled by affiliate members: It consists of:</p> <p>(a) The partnership agreement satisfies the Civil Law's requirements for a partnership agreement;</p> <p>(b) The partnership agreement defines its members, including the work, amount, and percentage of each member;</p> <p>(c) One member is appointed who has the authority to take on responsibilities, accept directives, and make payments on behalf of any or all of the partnership's members;</p> <p>(d) The cooperation agreement governs the performance of the entire contract, including the calculation of payment solely with the member authorized to represent;</p> <p>(e) A copy of the partnership agreement must be submitted with the tender;</p> <p>(f) Every partnership member must supply all the data outlined in these terms and conditions and submit it with the tender.</p>
<b>TI 17.4</b>	<p>Minimum criteria for partnership:</p> <p>The partnership has fully met the criteria and requirements set forth in Section 17.4 of the Tender Instructions, regardless of the number of members. Article 18.1 of the Bidding Instructions specifies the criteria for sales revenue and the amount of cash to fulfill contractual obligations, and Article 19.1 of the Bidding Instructions specifies the criteria for the amount of similar contracts, the representative member shall have 40% or more of the criteria, and the partnership member shall even 25 percent or more have been met.</p> <p>If the above requirements are not included in the partnership agreement, the client will consider the partnership as non-compliant and reject the tender.</p>
<b>TI 18.1</b>	<p>Financial Capability Requirements: <b>“Required”</b></p> <p><b>Minimum criteria and requirements for bidders:</b></p> <ul style="list-style-type: none"><li>- <i>Amount of sales revenue: The average sales revenue of the last 3 years should not be less than 10 percent of the approved budgeted cost.</i></li><li>- <i>The total amount of liquid assets and available loans: not less than 10 percent of the approved budget / bank statement of account balance and available loan should be submitted/.</i></li><li>- <i>There are no overdue loans.</i></li></ul>
<b>TI 18.2</b>	<p>Documents supporting the review of financial capacity:</p> <ol style="list-style-type: none"><li>1. <b><i>Period of the financial statements corresponding to the assessment:</i></b></li></ol>

	<p>1.1. <i>If the bidder or partnership member is registered in Mongolia, it is not necessary to submit the financial statements for 2022 and 2023 attached to the tender. Instead, the electronic financial reporting system of the Ministry of Finance, <a href="http://www.ebalance.mof.gov.mn">www.ebalance.mof.gov.mn</a>, shall be utilized to verify sales revenue and other necessary information from the financial statements of the bidders.</i></p> <p>1.2. <i>If the bidder is registered in a foreign country, the financial statements issued in accordance with the law of the country of establishment for the last two years must be translated into the language of the tender submission.</i></p> <p>2. <i>For the bidder who is obliged to audit the financial statements by law, submit the audit opinion on the financial statements of the last two years.</i></p> <p>3. <i>As of the day after the announcement of the tender, inquiries regarding the overdue loan debt of the legal entity of Mongolia shall be obtained from the person specified in Section 4.1.5 of the Law on Credit Information and submitted to the tender through the electronic system. In this matter, it is not required to bring inquiries from banks and financial institutions.</i></p>				
<b>TI 19.1</b>	<p>Minimum Technical Capability and Experience Requirements: <b>“Required”</b></p> <p><b>1. Human resources for task execution: "Mandatory"</b></p> <p><i>The requisite human resource details must adhere to Form 2 outlined in Chapter V, and the workforce must meet at least:</i></p> <ul style="list-style-type: none"><li>- <i>Team leader</i></li><li>- <i>Airborne Geophysical Data Processing Engineer</i></li><li>- <i>Operator of Aerial Geophysical Instruments</i></li><li>- <i>Airplane pilot</i></li><li>- <i>Aircraft Maintenance Engineer and Technician</i></li><li>- <i>Safety and Health Officer</i></li><li>- <i>Ground Geophysical Data Processing Engineer</i></li><li>- <i>Operator of Ground Geophysical Instruments</i></li><li>- <i>Senior geologist</i></li><li>- <i>Geologist</i></li><li>- <i>Geographic Information Systems Engineer</i></li><li>- <i>Internal Control Engineer</i></li></ul> <p><b><i>Certain tasks have the potential to be executed concurrently. The rationale behind this strategy will be elucidated within the tender documents, providing comprehensive explanations for its adoption.</i></b></p> <table border="1" data-bbox="478 1585 1471 1989"><thead><tr><th data-bbox="478 1585 865 1626"><i>Position</i></th><th data-bbox="865 1585 1471 1626"><i>Education, skills and experience</i></th></tr></thead><tbody><tr><td data-bbox="478 1626 865 1989"><i>Team leader</i></td><td data-bbox="865 1626 1471 1989"><ul style="list-style-type: none"><li>- <i>Have a certain degree</i></li><li>- <i>Be a geophysicist or geologist</i></li><li>- <i>To obtain a consultant or specialist degree in the field of work and to verify that one has fulfilled the equivalent requirements for a foreign expert.</i></li><li>- <i>Engage in research projects within the field of expertise for a minimum of 10 years, personally managing at least 3 of these projects.</i></li></ul></td></tr></tbody></table>	<i>Position</i>	<i>Education, skills and experience</i>	<i>Team leader</i>	<ul style="list-style-type: none"><li>- <i>Have a certain degree</i></li><li>- <i>Be a geophysicist or geologist</i></li><li>- <i>To obtain a consultant or specialist degree in the field of work and to verify that one has fulfilled the equivalent requirements for a foreign expert.</i></li><li>- <i>Engage in research projects within the field of expertise for a minimum of 10 years, personally managing at least 3 of these projects.</i></li></ul>
<i>Position</i>	<i>Education, skills and experience</i>				
<i>Team leader</i>	<ul style="list-style-type: none"><li>- <i>Have a certain degree</i></li><li>- <i>Be a geophysicist or geologist</i></li><li>- <i>To obtain a consultant or specialist degree in the field of work and to verify that one has fulfilled the equivalent requirements for a foreign expert.</i></li><li>- <i>Engage in research projects within the field of expertise for a minimum of 10 years, personally managing at least 3 of these projects.</i></li></ul>				



		<ul style="list-style-type: none"><li>- Demonstrated experience in conducting comparable research projects on an international scale.</li></ul>
	<i>Airborne Geophysical Data Processing Engineer</i>	<ul style="list-style-type: none"><li>- Have a certain degree</li><li>- Be a geophysicist</li><li>- Verification of possessing a specialized degree in the field and fulfilling commensurate criteria for a foreign expert.</li><li>- The candidate must possess a minimum of 5 years of research experience in the field.</li><li>- Have experience in conducting similar research work internationally</li></ul>
	<i>Operator of Aerial Geophysical Instruments</i>	<ul style="list-style-type: none"><li>- Have a certain degree</li><li>- Be a geophysicist</li><li>- To have at least 3 or more research projects in that field, and to confirm of equivalent requirements for a foreign expert.</li><li>- Have experience in conducting similar research work internationally.</li></ul>
	<i>Airplane pilot</i>	Obtained licensure to pilot an aircraft in compliance with the guidelines of the International Airborne Geophysics Safety Association (IAGSA), accompanied by a minimum of 3 years of experience in the field.
	<i>Aircraft Maintenance Engineer and Technician</i>	
	<i>Safety and Health Officer</i>	Confirming a minimum of 3 years' experience in the field, attendance at relevant training sessions, and fulfillment of equivalent criteria for a foreign specialist.
	<i>Ground Geophysical Data Processing Engineer</i>	<ul style="list-style-type: none"><li>- Have a certain degree</li><li>- Be a geophysicist</li><li>- Confirmation of having a specialized degree in the field and meeting the equivalent requirements for a foreign expert</li><li>- Must have at least 5 or more research experience in the field.</li><li>Have experience in conducting similar research work internationally.</li></ul>
	<i>Operator of Ground Geophysical Instruments</i>	<ul style="list-style-type: none"><li>- Have a certain degree</li><li>- Be a geophysicist</li><li>- Have at least 3 or more research experience in that field, confirmation of equivalent requirements for a foreign expert.</li><li>-Have experience in conducting similar research work internationally.</li></ul>
	<i>Senior geologist</i>	<ul style="list-style-type: none"><li>- Have a certain degree</li><li>- Be geologist</li><li>- Have a specialized degree in the field</li><li>- To have at least 5 or more research projects in that field, and confirmation of</li></ul>

	<p><i>equivalent requirements for a foreign expert.</i></p> <ul style="list-style-type: none"><li>- <i>Have experience in conducting similar research work internationally.</i></li></ul>
<i>Geologist</i>	<ul style="list-style-type: none"><li>- <i>Have a certain degree</i></li><li>- <i>Be a geophysicist</i></li><li>- <i>Have at least 3 or more research experience in that field, confirmation of equivalent requirements for a foreign expert.</i></li><li>- <i>Have experience in conducting similar research work internationally.</i></li></ul>
<i>Geographic Information Systems Engineer</i>	<ul style="list-style-type: none"><li>- <i>Have a certain degree</i></li><li>- <i>Be a geophysicist or geologist</i></li><li>- <i>Have a specialized degree in the field</i></li><li>- <i>Have at least 3 or more research experience in that field, confirmation of equivalent requirements for a foreign expert.</i></li><li>- <i>Have experience in conducting similar research work internationally.</i></li></ul>
<i>Internal Control Engineer</i>	<ul style="list-style-type: none"><li>- <i>Have a certain degree</i></li><li>- <i>Be a geophysicist or geologist</i></li><li>- <i>Have at least 5 or more research experience in that field, confirmation of equivalent requirements for a foreign expert.</i></li><li>- <i>Have experience in conducting similar research work internationally.</i></li></ul>
<p><i>If the educational, professional, and experiential credentials of the employees being proposed meet the evidence requirements, the tender will be accepted. Incomplete or insufficient materials (illegible) will be grounds for rejection at the discretion of the customer.</i></p> <p><b><i>Human resource information shall be confirmed by the following documents. It includes:</i></b></p> <ol style="list-style-type: none"><li><i>1. Copy of diploma /notarized/</i></li><li><i>2. Consultant, qualification certificate /notarized/</i></li><li><i>3. Social insurance reference: At least 50% of the above engineers and technicians must be full-time employees of the organization</i></li><li><i>4. Copy of employment contract /notarized/</i></li><li><i>5. Information about the work performed / If the work was performed in Mongolia, the conclusion of the Professional Council of Mineral Resources, the contract for work with the client, if the work was performed internationally, the link to view the relevant information in the online environment/</i></li><li><i>6. If the engineers and technicians will work on a contract basis, they must submit a copy of the employment contract, a copy of the identity card or a reference downloaded from the "e-Mongolia" electronic system. The employment contract must be concluded only for the specific project or event, and the contract period, price, and other conditions must be clearly stated.</i></li></ol>	

**Warning:** It is necessary to check whether information on higher education diplomas of engineers and technical personnel is located in the unified public service system "E-Mongolia". If the above information is registered incorrectly or if there is no registration in the electronic system, please contact the Department of Information Technology and Statistics of the Ministry of Education and Culture and register in the higher education management information system before the opening of the tender.

Please refer to the following link for instructions on checking information from the Unified State Service System "E-ongolia". <https://bit.ly/3J1QmHZ>

## **2. Minimum requirements for basic equipment and technical equipment used for work: "Required"**

### ***In geophysical research:***

- 1. To have an aircraft necessary for carrying out airborne geophysical research work;*
- 2. The geophysical measurement equipment for conducting airborne geophysical research must meet the requirements of the equipment and devices specified in the Geological Task;*
- 3. Have a program for processing the results of airborne geophysical research;*
- 4. The geophysical measurement equipment for conducting ground geophysical research must meet the requirements of the equipment and devices specified in the Geological Task;*
- 5. Have a program for processing the results of land geophysical research;*

### ***Vehicles, equipment and machinery used in geological research:***

- 1. Offroad vehicles for transporting passengers - at least 2*
- 2. Offroad trucks - at least 2*
- 3. Other equipment and machinery required for geological research.*

The information of the proposed equipment and technical equipment shall be submitted according to Form 3 of Chapter V, and the copies of their certificates and relevant technical specifications shall be submitted in accordance with the requirements of evidence. If it is used for rent, a copy of the rental agreement must also be submitted with the same proof requirements.

If the composition of the material is incomplete or does not meet the requirements (unreadable), the client will be a reason to reject the tender.

## **3. Minimum requirements for similar work experience: "Required"**

*3.1 At least 1 airborne geophysical survey (same or similar) with a value of at least 5 percent of the approved budget cost must have been completed in the last five years.*

*1/ the budgeted cost, 2/ copy of the contract, 3/ contract evaluation act or similar document should be attached to the information of the completed work.*

## **4. Requirement for contracts being executed or authorized to be executed: "Required"**

*4.1. Proof of carrying out (similar) aerial geophysical survey work, obtaining the right to carry it out, or a copy of the contract, or the Client's statement and description;*

	<p>The information of the contract that is being implemented and authorized to be implemented shall be submitted according to Form 5.</p> <p><b>A statement confirming that the research work will be carried out with quality in accordance with the client's geological task within the specified period shall be submitted.</b></p>
<b>TI 19.2</b>	<p>Documentation of Technical Capability and Experience Requirements:</p> <ul style="list-style-type: none"><li>- Submission of required human resource information according to Form 2 of Chapter V;</li><li>- Information prepared in accordance with Forms-4, 5, 6 of Chapter V about contracts for similar work performed during the period indicated in the Bidder's Demonstration of Experience section;</li><li>- Submission of information on the main equipment and technical equipment specified to be used for work performance along with the evidence in accordance with Form 3 of Chapter V (self-owned, owned, leased, etc.);</li><li>- Other documents necessary to prove that technical capabilities and experience meet the specified criteria and requirements.</li></ul> <p>If the information specified in the documents proving the requirements of technical capabilities and experience does not meet the requirements of the geological task of the research, the Client will reject the submitted tender.</p>
<b>TI 19.3</b>	<p>License/Permission: "Required"</p> <p><b>[If required, clearly write the name of the licensing authority and special license]</b></p> <ul style="list-style-type: none"><li>- General Directorate of Civil Aviation, Airspace Flight Permit</li></ul>
<b>TI 19.3</b>	<p>Evidence that the proposed work complies with the technical specifications, requirements or geological tasks set forth in Chapter III shall be submitted to the tender.</p> <p>If the requirements of the geological task of the research work are not met, the Client will reject the submitted tender.</p>
<b>TI 21.6</b>	<p>The price offered by the bidder during the implementation of the contract: "<b><i>It is fixed without adjustment</i></b>"</p>
<b>TI 21.6</b>	<p>If the bidder offers a price lower than 80 percent of the budgeted cost, they shall submit a reasonable explanation to the tender that the price will not adversely affect the scope, quality and performance of the work. <b>If the requirements specified in the geological task of the submitted explanatory research work are not fully met, the Client will reject the tender.</b></p>
<b>TI 21.6</b>	<p>The tender price shall be in <b>MNT</b></p>
<b>TI 24.1</b>	<p>The validity period of the tender is at least 30 working days after the opening of the tender.</p> <p>Bid security amount: <b><i>0.5 percent of the budgeted cost or 151,341,805.5 MNT</i></b></p> <p>Validity period: The validity period of the tender is at least 30 working days after the opening of the tender.</p>
<b>D. SUBMISSION AND OPENING OF TENDER</b>	
<b>TI 25.5</b>	<p>List of documents to be disclosed to bidders:</p> <ul style="list-style-type: none"><li>- General requirements of the bidder specified in Article 7 of the Law on Purchasing Products, Works, and Services with State or Local Own Funds,</li><li>- Information sent according to the form specified in the tender documents,</li><li>- If there are any documents or information not to be disclosed based on Article 22.5 of the Law on Purchasing Products, Works, and</li></ul>

	Services with State or Local Own Funds, a statement explaining the legal basis thereof - Other documents specified to be disclosed in the tender documents (Research plan, project, etc.)
<b>TI 26.1</b>	The deadline for receiving tenders is: Date: <b>15.March.2024</b> Time: 14:00
<b>TI 26.2</b>	The opening of the tender will be done through the electronic system during the period mentioned below, and the opening information will be received by the bidder through the electronic system. Date: <b>15.March.2024</b> Time: <b>14:30</b> Address of the place where you can participate in the tender opening: <b>Mongolia, Ulaanbaatar City 18072, Songinokhairkhan District, 29th khoroo, Trade Union Street-37, National Geological Survey Building, 2nd Floor, Room №219</b>
<b>E. REVIEW AND EVALUATION OF TENDER</b>	
<b>TI 31.1</b>	Information and documents required for priority consideration: 1. Submit an official request for priority consideration. 2. In accordance with Article 8.7.2 of the Law on Purchasing Products, Works, and Services with State or Local Own Funds, submit documents proving that the conditions for considering priority rights are met. (Preferences shall be granted and evaluated in accordance with the "Methodology and Model for Tender Evaluation and Preference Awarding" approved by Order No. A/255 of 2023 of the Minister of Finance)
<b>TI 32.1</b>	Whether to set the main criteria for tender evaluation differently from the comparative price: <b>"No"</b>
<b>F. DELIVERY OF DECISIONS AND CONCLUDING OF CONTRACTS</b>	
<b>TI 37.1</b>	Whether the selected bidder will submit a performance guarantee: <b>"Yes"</b> - The performance guarantee is 3 percent of the amount to be financed in the given year. - The contractor shall submit a performance guarantee in accordance with clause 42.3 of the Law on Purchasing Products, Works, and Services with State or Local Own Funds - In accordance with the terms of the contract, the performance guarantee shall be submitted within the period specified by the Client.
<b>G. OTHER</b>	
<b>TI 38.1</b>	Whether to pay in advance: <b>"No"</b>

**CHAPTER III.  
MINISTRY OF MINING AND HEAVY INDUSTRY  
OF MONGOLIA**

**APPROVED:**

**VICE MINISTER OF MINING  
AND HEAVY INDUSTRY**

**B.UYANGA**

22.Jan.2024

Ulaanbaatar city

No. 01

**GEOLOGICAL TASKS OF THE AIRBORNE GEOPHYSICS SURVEY  
TO BE PERFORMED IN 2024**

Survey phase: *Airborne electromagnetic and associated surveys*

Survey site name: *Airborne geophysics-2024*

Mineral type: *Minerals of all kinds*

Survey site location: *Areas of Ulziit, Bogd, and Bayanlig soums in Bayankhongor province, Khairkhandulaan, Baruunbayan-Ulaan, Guchin-Us, Tugrug, and Bogd soums in Uvurkhangai province, Gurvantes, Sevrei, Noyon, Bayandalai, Bulgan, Mandal-Ovoo, Tsogt-Ovoo, Tsogttsetsii, Manlai, Khankhongor, Khurmen, Nomgon, Bayan-Ovoo, and Khanbogd soums in Umnugovi province, Saikhan-Ovoo, Delgerkhangai, Khuld, Luus, Gurvansaikhan, Delgertsogt, Ulziit, and Undurshil soums in Dundgovi province, Mandakh soum in Dornogovi province.*

Survey site size: *202,476.43 km square*

Coordination: *101 00' 00" Country border  
101' 00' 00" 45' 20' 00"  
108' 00' 00" 45' 20' 00"  
108' 00' 00" Country border*

K-list: *L-47-XXX, XXXVI, K-47-VI, XII, XVIII, L-48-XXV, XXVI, XXVII, XXVIII, XXIX, XXX, XXXI, XXXII, XXXIII, XXXIV, XXXV, XXXVI, K-48-I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XX, XXI, XXII.*

Code: *Airborne geophysics-2024*

### **1. Basis for assigning geological task:**

Based on the 1<sup>st</sup> objective of section 2.1.4 of the “Mongolia Sustainable Development Vision 2030”, “Vision-2050” Long-Term Development Policy of Mongolia (2021-2030), Article 16 of the Law on Minerals, Section 3.2.5 of the “Action Plan of the Government of Mongolia for 2020-2024” approved by Resolution No. 24 of 2020 of the State Great Khural, “budget and plan of geological survey to be performed in 2024 with state budget funds” approved by Order No. A/379 of 2023 of the Minister of Mining and Heavy Industry.

### **2. Background of survey**

#### Survey findings:

The district encompassing the project area has been extensively mapped with geological and geological-hydrogeological mappings at scales of 1:1,000,000 and 1:500,000 between 1940 and 1964, and partially surveyed with geological mappings at a scale of 1:200,000 from 1952 to 2020. As a result, the standard 1:50,000 scale geological map covered 34.5% of the project area.

As part of the project to create a set of national geological maps of Mongolia at a scale of 1:200,000, national geological maps for the project area were developed between 2008 and 2014.

Geological Structures: According to the tectonic classification of terranes in Mongolia, the southern part of the country encompasses the Neoproterozoic-Paleozoic Baidrag, Khutag Uul, Tsagaanul craton terrane, as well as the Mandal-Ovoo, Gurvansaikhan, Khashaat, Edren, and Lake terrane, along with the Zuulun and Sulinkheer accretionary complex and Bayankhongor ophiolite terrane, forming an alliance of sedimentary rocks within the island arc, collectively constituting the project site region. The primary demarcation faults delineating the terrane include the Khan-Uul, North of Ikhbogd, Dulaanbogd mountain, Undurshil, Ulaannuur, and Goviin Tenger mountain faults (Badarch et al., 2002).

Minerals: The survey area encompasses Nuur, North-Central Mongolia, Eastern Mongolia, Southern Mongolia, and the South Gobi region, as classified by the metallogenic region (G.Dejidmaa, S.Jargalan, S.Ariunbileg, 2016). During the preliminary survey of the site, coal, lignite, shale, gold, silver, copper, iron, molybdenum, nickel, tungsten, tin, beryllium, and deposits of construction materials were identified.

In terms of economics: The survey site covers Ulziit, Bogd, Bayanlig soums of Bayankhongor province, Nariinteel, Khaikhandulaan, Taragt, Baruunbayan-Ulaan, Guchin-Uus, Bayangol, Sant, Tugrug, Bogd soums of Uvurkhangai province, Gurvantes, Sevrei, Noyon, Bayandalai, Bulgan, Mandal-Ovoo, Tsogt-Ovoo, Tsogttsetsii, Manlai, Khankhongor, Khurmen, Nomgon, Bayan-Ovoo, Khanbogd soums of Umnugovi province, Saikhan-Ovoo, Erdenedalai, Delgerkhangai, Khuld, Luus, Saintsagaan, Gurvansaikhan, Delgertsogt, Deren, Govi-Ugtaal, Adaatsag, Bayanjargal, Ulziit, Undurshil soums of Dundgovi province, Mandakh soum of Dornogovi province. This site includes large settlements (center of 2 provinces and Oyu Tolgoi and Tavantolgoi districts), while some parts of the site remain remote with underdeveloped infrastructure. The western part of the project site coincides with the border region and strip of Mongolia.

### **3. Task Objective:**

The Airborne geophysics-2024 project site is set to undergo a comprehensive airborne geophysical survey encompassing magnetic, uranium, thorium, potassium, total, and electromagnetic fields. Subsequently, the obtained results will be processed to generate corresponding images. A geological-geophysical report will be formulated, detailing the geological structure of the project site, and presenting a general depiction of mineral distribution patterns. Distinct mineral-rich zones will be identified as areas of particular interest. Employing geological-geophysical methods, these designated exploration zones will be ranked in terms of significance, accompanied by a perspective evaluation complemented by relevant mappings.

**4. The main methodology and procedural framework for addressing the survey objectives:**

**A. Technical requirements:**

The methods, techniques, and equipment employed for conducting survey work must adhere to the following criteria:

**Specifications of the EM system:**

Table №1

Parameter	Specification
Transmitter base frequency	25 Hz or better
Full waveform streamed recording rate	75kHz or better
Sensor components	XYZ (Y not recorded)
Full waveform streamed recording	Yes

**Specifications of the total magnetic field sensor:**

Table №2

Parameter	Specification
Magnetic Field Measuring Range	20,000 – 100,000nT or better
Temperature Operating Limit	0 – 50 °C or better
Resolution	0.01nT or better
Digital Data Sampling Rate	10 Hz or more
Noise envelope	0.05 nT (peak to peak) or better

**Tri-axial fluxgate magnetic field sensor: Specifications for a magnetic sensor capable of measuring the full vector of the magnetic field along the X, Y, and Z axes:**

Table №3

Parameter	Specification
Sample interval	10Hz or better
Sensitivity	1nT or better

**Specifications for at least one proton magnetometer instrument to conduct routine daily measurements at a designated reference point characterized by minimal magnetic field fluctuations, essential for correcting diurnal effects in the magnetic field:**

Table №4

Parameter	Specification
Accuracy	0.1 nT
Resolution	0.01 nT
Sampling Interval	1 Hz
Temperature Operating Limit	0 – 50 °C

Airborne Gamma Ray Spectrometer System

**Airborne radiometric data will be acquired over a wide gamma-ray energy spectrum (full spectrum) and the spectral data will be routinely processed to provide estimate of the naturally occurring abundances of the radiogenic materials potassium, thorium and uranium.**

Specifications:

Table №5

Parameter	Specification
Volume	16L or larger if possible
Channels	512 or better
Sampling Interval	1 Hz
Maximum deadtime	8 µs or better



The methodology to be used for removal of radon will be agreed in consultation with **COMPANY**.

The following energy windows shall be extracted:

- Total count: 0.40 to 2.81 Mev
- Potassium: 1.37 to 1.57 Mev
- Uranium: 1.66 to 1.86 Mev
- Thorium: 2.41 to 2.81 Mev
- Cosmic: 3.00 to 6.00 Mev
- Upward Uranium (if used): 1.66 to 1.86 Mev

**Technical specifications of equipment required for geophysical induced polarization surveys:**

Table №6

IP receiver	Zonge GDP-32 or equivalent
IP transmitter	30kVA Zonge GDD-30 or equivalent, with suitable generator
Miscellaneous	All necessary cables, electrodes etc
Expected depth of investigation	500 m to 2000m
Data delivery	Full decay data in Geosoft, geoh5 or other acceptable format
Data products	Pseudosection plots and inverted conductivity and chargeability cross-sections.
Interpretation	2D and 3D models as required

**Technical specifications of equipment required for geophysical electromagnetics:**

Table №7

TEM receiver	Zonge GDP-32 or equivalent
Sensors	Loop or coil types
TEM transmitter	30kVA Zonge GDD-30 or equivalent with suitable generator
Expected depth of investigation	500 m to 1000m
Data delivery	Full decay data in Geosoft, geoh5 or other acceptable format
Data products	Conductivity depth images (CDI) cross-sections.
Interpretation	2D and 3D models as required

**B. Preparation phase:**

4.1. Develop survey projects, budgets, and timelines.

4.2. Review, analyze, and assess previously conducted geological, geophysical, and thematic surveys in the site. Select appropriate survey methods and provide conclusions based on the findings.

- Generate and document records, including the outcomes of all previous survey activities.
- Generate a 1:200,000 scale map by documenting all types of mineral deposits and occurrences in the project site.
- Prepare materials from all phases of previous airborne and ground geophysical survey work, draw conclusions, formulate recommendations, and outline preliminary plans for field survey activities.

4.3. All essential legal documents required for conducting the survey work, including the local flight permit, permission from the border protection department, and clearance to work in a specially protected area, should have been prepared.

- follow the standards for low-level airborne survey laid down by the International Airborne Geophysics Safety Association (IAGSA) and any specific requirements of the Civil Aviation Authority in Mongolia.

- before the survey commences, present a Risk Assessment, Health and Safety Plan (to the IAGSA standard) and associated Emergency Response and Search and Rescue procedures;
  - be prepared to accept modifications to the flight plan required by the **CLIENT** in response to requests from government or civil organizations concerned for the safety and security of their property or to members of the public.
- 4.4. Preparatory work before the field survey, with the goal of fully providing technical, equipment, and working conditions for employees, will be completed.

C. Calibration and Testing phase:

- 4.5. Testing and calibration of electromagnetic, magnetic, gamma-spectrometer, and positioning instruments and equipment, both on aircraft and ground-based, must be conducted before commencing the survey work and, if required, during the survey work, in compliance with international rules and regulations governing airborne geophysical survey operations.
- 4.6. Calibration and testing of the geophysical instrumentation are an important component of the project, and it ensures that data are accurate, consistent and of high quality. The results of the tests must be submitted to the **CLIENT** before commencement of survey operations.
- 4.7. If the **CLIENT** deems the results of the testing and calibration of equipment used in the survey by the **CONTRACTOR** unsatisfactory, the **CLIENT** may provide detailed technical instructions on how to proceed with the survey.
- 4.8. Prior to commencement of data acquisition, the **CONTRACTOR** will be required to provide the following to the **CLIENT** for review and approval, prior to commencement of survey production:
- Survey plan, to include pre-planned flight path, drape surface with analysis of areas that may exceed the nominal survey height, operational bases, anticipated base station locations, field and data compilation personnel and updated project schedule.
  - HSE plan to include risk analysis of the survey block and ground operations, HSE procedures, personnel assigned to HSE and emergency response plan.
  - Pre-survey calibration and test results from the in-country and foreign magnetic and radiometric calibration sites.

D. Field Data QA/QC:

- 4.9. The **CONTRACTOR** is required to prepare a QA/QC plan to address the following issues:
- implementation of QA/QC plan prior to mobilization to calibration site and production survey areas;
  - technical meeting with **CLIENT**'s QA/QC team prior to mobilization to test site and production survey areas;
  - test flights for any new equipment and calibration of magnetic, gamma-ray spectrometer and ancillary systems;
  - implementation of QA/QC processes for each survey crew;
  - on-site equipment calibration and test flights (pre- & post-survey, weekly, daily)
  - data reduction, correction and processing to “near-final” products;
  - co-operation during on-site and post-field inspection visits by the **CLIENT**'s QA/QC team;
  - transmission of data to the **CLIENT** from the **CONTRACTOR**;
  - daily and weekly reporting on QA/QC throughout the data acquisition, compilation and processing phases.
- 4.10. The **CONTRACTOR** shall be solely responsible for the quality of the work. The **CLIENT** will implement a range of quality assurance and quality control (QA/QC) procedures and inspections to ensure that QA/QC objectives are met.

- 4.11. The **CONTRACTOR** will re-survey, free of charges, lines or segments of lines for which the required digital data are missing or are not in accordance with the Technical Specifications. Should the **CONTRACTOR** reject data prior to inspection by the **CLIENT**, it should enumerate the reason(s) why in its progress reports.
- 4.12. The **CONTRACTOR** shall maintain a quality control program which includes, but not limited to, all operational variables such as flying height, path location, spacing and speed. The data quality assurance procedures shall, as a minimum, meet internationally recognized and relevant industry standards. The **CONTRACTOR**, as part of their quality control procedures, shall be responsible for the adjustment and calibration of their equipment and operation to meet specifications, and maintaining quality control of processing and interpretation procedures applied to the data. All the geophysical and navigational equipment shall be inspected, adjusted, and calibrated according to manufacturer's recommendations immediately before commencing data acquisition or within the time period specified by the manufacturer. All the data processing steps, models, and assumption that corrects, transforms, alters, or changes raw measured data in any form shall be described and included in the final report.

E. Field survey phase:

- 4.13. Before commencing field survey, develop a comprehensive work plan (work program) outlining the methodology and schedule for conducting the field survey.
- 4.14. Conduct a concise geological and mineral survey (acquaintance route) in the designated survey site.
- 4.15. The nominal EM sensor height is set at 70 m above terrain using the pre-planned drape surface.
- 4.16. Actual survey altitudes shall not deviate from the pre-planned flight surface by greater than  $\pm 25$  m over a distance of 2 km or more, except in areas when required for safety or logistical reasons. The pilot's judgement will prevail; under no circumstances will the safety of the crew be compromised.
- **Division of area into blocks:** If for operational purposes **CONTRACTOR** wishes to divide the survey into a number of blocks, then in order to facilitate the stitching of the blocks in post-processing and minimum overlap of one flight line or 2 km must be maintained at block boundaries. Any proposed division must be approved by **CLIENT** prior to implementation.
  - **Flight line direction:** The flight line direction, depending on the curvature of the surface of the survey site, should be at right angle to the general geological structures of interest, usually the geological and/or structural strike.
  - **Flight line spacing:** Flight lines over the proposed survey area will be 2 km apart. The easternmost flightline of the previous survey, Altai-2 project, will be repeated.
  - **Tie lines:** Tie lines should be at 20 km spacing. Perimeter tie lines are not required but to ensure that all data within the boundary of a survey area are properly levelled, flight lines must cross a tie line within 2000 m of their ends. The locations of tie lines may be adjusted by up to 5 km to ensure this. Overlaps between tie line segments must be a minimum of 1000 m and adjusted prior to levelling the flight lines.
  - **Survey lines:** Where lines are flown in segments or portions are re-flown, there will need to be overlap across two tie line intersections. Overlaps must later be trimmed after levelling so as not to interfere with gridding. Both flight-line and tie-line positions will be maintained to within 50 m of their theoretical locations. If this tolerance is exceeded over a distance in excess of 2 km over any line segment (barring any obstructions), the line segment will be re-flown at the **CONTRACTOR's** expense crossing at least two tie lines. Any overlaps between tie line segments must be at least 1,000 m and must be later trimmed after levelling so as not to interfere with gridding.

- The **CONTRACTOR** will make every effort to complete all lines in one segment within the constraints imposed by flight permits and related restrictions. **CONTRACTOR** will make particular effort to avoid breaking tie lines into multiple segments.
  - The **CONTRACTOR** will ensure that turns at line ends are completed such that the aircraft conducts straight and level flight at the start of the next line.
  - All re-flights of flight line segments must intersect at least two tie lines. All turns at the end of flight lines or tie lines must take place beyond the survey boundaries.
  - **CLIENT** will not pay for data acquired outside the defined boundaries but will accept such data if it meets all QA/QC requirements.
  - **Flight speed:** Aircraft speed should be 70 m/s (250 km/h) for the survey except in areas of severe topography. In all cases aircraft speed should be between 60-80 m/s. Aircraft ground speed and magnetometer sample rate must be such that at least one datum is acquired every 5-8m.
  - **Flight elevation:** The nominal EM sensor height is set to 70 m above terrain. The height specifications will be:
    - altitude tolerance limited to  $\pm 25$  m except in areas of severe topography
    - altitude tolerance limited to  $\pm 15$  m at flight line/tie line intersections except in areas of severe topography.
  - **Data recording rate:** This is a function of the along-line data density required by the nature of the survey target and is dependent on the data stream, values of at least 10Hz for magnetics and 1Hz for radiometrics.
- 4.17. To have both magnetic field evolution and a stationary GPS station in operation in the field throughout the survey work.
- 4.18. Conduct a petrophysical survey to identify the density and magnetic susceptibility of rocks distributed in the site.
- 4.19. The anomalies identified through the airborne geophysical survey in the project site will be verified through an on-site geological search route, accompanied by samples. This verification will involve the use of ground magnetic, and induced polarization methods.
- 4.20. Additional survey work may be conducted in accordance with the terms agreed upon with the NGS, based on the findings derived from the field work.

#### F. Baseline processing:

- 4.21. The **CONTRACTOR** must provide its own hardware and software necessary for data compilation, internal QC, processing, modelling, interpretation, printing and plotting of maps.
- 4.22. At survey commencement and during the data acquisition period, the **CONTRACTOR** will be required to provide the following to the **CLIENT** for review and approval:
- Survey, logistics and HSE plans
  - Access to the crew and aircraft at the operational bases
  - Off-site and on-site calibration and test results
  - Field data (raw and field-processed) for quality control purposes.
- 4.23. During the data compilation, processing and interpretation phases, the **CLIENT** will continue to review the products prepared by the **CONTRACTOR** until all final deliverables meet the specifications.
- 4.24. The **CONTRACTOR** is responsible to:
- prepare all interim and final products to specifications;
  - verify all profile data for completeness (appropriate raw, interim and final channels, complete survey coverage, no gaps);
  - verify all grid data for completeness;
  - adhere to the QA/QC plan to avoid or identify and rectify errors in the data; and
  - deliver proof copies of all final products to both the **CLIENT** for approval prior to preparation of final master Deliverables.

- The **CONTRACTOR** shall only apply filter techniques authorized by the **CLIENT** to the profile and gridded data. Filtering techniques must be used only to minimize non-geological noise. The **CLIENT** must also authorize the gridding techniques.
- 4.25. **Field Data:** During data acquisition, the **CONTRACTOR** will be required to provide the following raw and processed field data for quality control purposes at a regular basis (e.g. daily):
- Field processed EM data after GPS correction and internal QC.
  - Magnetic field database after GPS correction and internal QC.
  - Radiometric field database after GPS correction and internal QC.
  - Daily and other test data, as well as any new calibrations.
  - Progress report.
- 4.26. Authorization to demobilize from the survey block will not be given until the acquired data, including re-flights, are fully approved by the **CLIENT**. The **CLIENT** shall carry out the QA/QC process on a daily basis and shall not unreasonably hold or delay the approval process.
- 4.27. **Compiled Data:** **CONTRACTOR** will provide full details of compiled data formats for approval by **CLIENT** prior to commencement of survey.

**EM survey compiled data format:**

Table №8

<b>Name:</b>	<b>Units:</b>	<b>Description:</b>
LINE	-	Line number
TIME	sec	Time (sometimes fiducial counter)
LONG	deg	Longitude
LAT	deg	Latitude
EASTING	m	Easting
NORTHING	m	Northing
GPSALTRL	m	Raw GPS altitude, Realtime
GPSALT	m	GPS altitude (edited) above MSL (mean sea level)
RALTRAW	m	Raw Radar altitude (terrain clearance)
RALT	m	Radar altitude (terrain clearance)
BALTRAW	m	Raw Barometric altitude
BALT	m	Barometric altitude
DEMLEV	m	Levelled Digital Elevation Model / Topography (raw + corrections)
EMHEIGHT	m	Electromagnetic receiver height (above terrain)
EMTRANHT	m	Electromagnetic transmitter height (above terrain)
RXTEMON	pT/s	Raw X-coil Time-domain EM On channels (01-05), also called dB/dt X-coil
RXTEMOFF	pT/s	Raw X-coil Time-domain EM Off channels (06-20)
RZTEMON	pT/s	Raw Z-coil Time-domain EM On channels (01-05)
RZTEMOFF	pT/s	Raw Z-coil Time-domain EM Off channels (06-20)
IXTEMON	pT/s	Intermediate X-coil Time-domain EM On channels (01-05), also called dB/dt X-coil
IXTEMOFF	pT/s	Intermediate X-coil Time-domain EM Off channels (06-20)

IZTEMON	pT/s	Intermediate Z-coil Time-domain EM On channels (01-05)
IZTEMOFF	pT/s	Intermediate Z-coil Time-domain EM Off channels (06-20)
LXTEMON	pT/s	Levelled X-coil Time-domain EM On channels (01-05), also called dB/dt X-coil
LXTEMOFF	pT/s	Levelled X-coil Time-domain EM Off channels (06-20)
LZTEMON	pT/s	Levelled Z-coil Time-domain EM On channels (01-05)
LZTEMOFF	pT/s	Levelled Z-coil Time-domain EM Off channels (06-20)
RXBEMON	fT	Raw X-coil B-field EM On channels (01-05)
RXBEMOFF	fT	Raw X-coil B-field EM Off channels (06-20)
RZBEMON	fT	Raw Z-coil B-field EM On channels (01-05)
RZBEMOFF	fT	Raw Z-coil B-field EM Off channels (06-20)
IXBEMON	fT	Intermediate X-coil B-field EM On channels (01-05)
IXBEMOFF	fT	Intermediate X-coil B-field EM Off channels (06-20)
IZBEMON	fT	Intermediate Z-coil B-field EM On channels (01-05)
IZBEMOFF	fT	Intermediate Z-coil B-field EM Off channels (06-20)
LXBEMON	fT	Levelled X-coil B-field EM On channels (01-05)
LXBEMOFF	fT	Levelled X-coil B-field EM Off channels (06-20)
LZBEMON	fT	Levelled Z-coil B-field EM On channels (01-05)
LZBEMOFF	fT	Levelled Z-coil B-field EM Off channels (06-20)
POWERLNE	uV	Power line monitor (EM noise monitor)
PRIMARY	uV	Primary field intensity (EM Total Field)
TAU_Z	usec	Decay constant (tau) for Z-component
TAU_X	usec	Decay constant (tau) for X-component
CONDUCT	S	(apparent) Conductance, S = Siemens = mhos
DATE	yyyymmdd	Date of flight line
FLIGHT	-	Flight number
LINETYPE	-	Line type. L=Flight, T=Tie, B=Background line.
LINENAME	-	Line name. An alpha-numeric string, or LINETYPE + LINE.

**Magnetic database:** Raw and corrected navigation data; raw, corrected and processed magnetic data format:

Table №9

<b>Name:</b>	<b>Units:</b>	<b>Description:</b>
LINE	-	Line number
TIME	sec	Time (sometimes fiducial counter)
LONG	deg	Longitude
LAT	deg	Latitude
EASTING	m	Easting
NORTHING	m	Northing
GPSALTRL	m	Raw GPS altitude, Realtime
GPSALT	m	GPS altitude (edited) above MSL (mean sea level)

RALTRAW	m	Raw Radar altitude (terrain clearance)
RALT	m	Radar altitude (terrain clearance)
BALTRAW	m	Raw Barometric altitude
BALT	m	Barometric altitude
DEMLEV	m	Levelled Digital Elevation Model / Topography (raw + corrections)
MGHEIGHT	m	Magnetometer height (above terrain)
MAGUNLAG	nT	Raw unlagged magnetic total field (magnetometer in bird so no compensation needed)
MAGULED	nT	Raw, edited, unlagged magnetic total field
MAGRAW	nT	Raw magnetic total field (compensated, lagged, edited)
DIURNRAW	nT	Raw Diurnal / ground magnetics base station 1
DIURNCOR	nT	Diurnal correction (combined ground mag) - input into levelling
MAGTLCOR	nT	Tie-line levelling corrections to mag
SRVMGLEV	nT	Magnetic total field, levelled to survey
IGRF	nT	IGRF (International Geomagnetic Reference Field)
SRVMGRES	nT	Residual magnetic field, levelled to survey
DATE	yyyymmdd	Date of flight line
FLIGHT	-	Flight number
LINETYPE	-	Line type. L=Flight, T=Tie, B=Background line.
LINENAME	-	Line name. An alpha-numeric string, or LINETYPE + LINE.

**Radiometric database:** Corrected navigation data; raw and noise-adjusted gamma-ray spectra; raw, corrected and processed radiometric data format:

Table №10

<b>Name:</b>	<b>Units:</b>	<b>Description:</b>
LINE	-	Line number
TIME	sec	Time (sometimes fiducial counter)
LONG	deg	Longitude
LAT	deg	Latitude
EASTING	m	Easting
NORTHING	m	Northing
GPSALTRL	m	Raw GPS altitude, Realtime
GPSALT	m	GPS altitude (edited) above MSL (mean sea level)
RALTRAW	m	Raw Radar altitude (terrain clearance)
RALT	m	Radar altitude (terrain clearance)
BALTRAW	m	Raw Barometric altitude
BALT	m	Barometric altitude
DEMLEV	m	Levelled Digital Elevation Model / Topography (raw + corrections)
TEMP	°C	Temperature

BARO_PR	kPa	Barometric pressure
R_LIVE	ms	Live time
R_COS	cps	Raw cosmic count
R_UPU	cps	Raw upward-looking uranium count
R_TOT	cps	Raw total count
R_POT	cps	Raw potassium count
R_THO	cps	Raw thorium count
R_URA	cps	Raw uranium count
R_RDN	cps	Computed radon background
SPECTRA_R	cps	Measured spectrum, full channel array
SPECTRA_RUP	cps	Measured upward-looking spectrum, full channel array
SPECTRA_NASVD	cps	NASVD-corrected spectrum, full channel array
F_NADR	nGy/h	Natural air absorbed dose rate
F_POT	%	Final corrected potassium concentration
F_THO	ppm	Final corrected (equivalent) thorium concentration
F_URA	ppm	Final corrected (equivalent) uranium concentration
F_RTK	ppm/%	Equivalent thorium / potassium
F_RUK	ppm/%	Equivalent uranium / potassium
F_RUT	-	Equivalent uranium / equivalent thorium
DATE	yyyymmdd	Date of flight line
FLIGHT	-	Flight number
LINETYPE	-	Line type. L=Flight, T=Tie, B=Background line.
LINENAME	-	Line name. An alpha-numeric string, or LINETYPE + LINE.

4.28. **TDEM Raw Data:** The **CONTRACTOR** shall provide the raw TDEM data measured at full resolution, conversion software, as well as the stacked halfwave/fullwave data.

4.28.1 Magnetic grids to include:

- IGRF-corrected total magnetic field with gradient enhancement (if gradiometer flown)
- Measured horizontal gradients (if gradiometer flown)
- Digital elevation model computed from the survey height data.

The DEM will be computed from the radar/laser altimeter and the GPS height data, with geoid correction applied. Light filtering of the altimeter data is permitted. The **CLIENT** will verify this DEM against the SRTM DEM.

4.28.2 **Radiometric grids to include:**

- Natural air absorbed dose rate
- Potassium
- Equivalent Uranium
- Equivalent Thorium.

4.29. **Processed Data:** The **CONTRACTOR** may propose additional processed grids that it deems useful.

4.29.1 TDEM grids to include:

- EM decay constant ( $\tau$ ), for the X receiver component



- EM decay constant ( $\tau$ ), for the Z receiver component
  - EM apparent conductivity or conductance
  - Ternary image of early, mid and late-time channels, for the X receiver component
  - Ternary image of early, mid and late-time channels, for the Z receiver component
- 4.29.2 CDI sections for each line
- 4.29.3 Magnetic grids to include:
- Pole-reduced magnetic field
  - First and second vertical derivatives of the pole-reduced magnetic field
  - Tilt angle of the pole-reduced magnetic field
  - Analytic signal amplitude of the IGRF-corrected total magnetic field
  - Database of depth to magnetic source solutions from tilt derivative
- 4.29.4 Radiometric grids to include:
- CMY and RGB ternary radiometric images of K-eTh-eU (GeoTIFF format)
  - Ratios of eU/k, eTh/K and eU/eTh.
- 4.30. Following the airborne geophysical survey, images of electromagnetic, magnetism, uranium, thorium, potassium, and gamma radiation with consistent values, along with other relevant images, will be generated and processed using Geosoft Oasis Montaj and similar software programs at a scale of 1:200,000.
- 4.31. Maps and graphs representing the geophysical survey results in areas of the survey site with mineral potential will be generated and processed using Geosoft Oasis Montaj and similar software programs at scales ranging from 1:50,000 to 1:10,000.
- 4.32. The geological structure of the area, mineral origin, distribution patterns, prospects, tectonic and metallogenic conditions, and geodynamic development will be analyzed and detailed in the results report derived from geophysical measurements.
- 4.33. All images of the report are processed using ArcGIS software, and digital image processing follows the approved image processing template and utilizes measurement data (Table №11) from the NGS Geo-Information Center.

Data Type	Description	Format	Suffix
Digital data of geophysical measurements (Geophysics)	Raw and processed data and gridded data.		.gdf .gxf .grd, .ers, .xml
Geophysical images	Mappings of similar scale along with other accompanying geophysical mappings and sections.	GEOTIFF/TIFF (colour) TIFF (greyscale) JPEG PDF	.tif, .ecw .jpg .gif .pdf
GIS data	Data in GIS format		
Tabular data*			
Report text			

- 4.34. The following processed maps will be required. For example:
- TDEM Z-Component decay constant ( $\tau$ )
  - TDEM X-Component decay constant ( $\tau$ )
  - TDEM apparent conductivity or conductance
  - TDEM anomaly picks (sub-vertical conductors)
  - Slices along survey lines
  - Depth plan maps
  - 3D maps of the EM field
  - Maps of the same value of the magnetic field
  - Pole-reduced magnetic field (color, contours and flight path; shaded color for entire block)

- First vertical derivative of the pole-reduced magnetic field (shaded color)
  - Analytic signal amplitude of the IGRF-corrected total magnetic field (shaded color)
  - Depths to magnetic source from tilt derivative
  - Magnetic 3D
  - Dose rate (color, contours and flight path; shaded color for entire block)
  - Uranium
  - Potassium
  - Thorium
  - Ternary radiometric image.
  - CDI depth slices
- 4.34.1 Based on the geological-geophysical report and the findings of the geological investigations, the report includes:
- Geological and mineral images of the project site
  - Images of the geological-geophysical report (showing lithology-structures, ordered faults, rifts and superimposed depressions, ordered ridges, veins, folded structures, and possible areas of detected mineral deposits)
  - Images of areas of high mineral potential
  - Distribution patterns images of minerals
  - Mineral prospect assessment images
  - Geological images of the perspective fields
  - Other related images
- 4.35. Considering the qualitative and quantitative analysis of geophysical data and the examination of related materials such as geology, geophysics, and geochemistry from previous surveys, a comprehensive overview of the general patterns and prospects of the geological structure and mineral distribution in the survey site as well as its evaluation drawings and texts, will be compiled. The final results report will be deliberated upon during the meeting of Professional Council of Mineral Resources, culminating in a decision.

## **5. Timeframe for task execution:**

### 5.1. Project and budgeted formulation:

In the first year: by Contract.

### 5.2. Field survey:

In the first year: by Contract.

### 5.3. Baseline processing work:

Final baseline processing:

Until the end of November 2024.

### 5.4. Have an external expert to thoroughly review the survey work results report and incorporate any necessary corrections and adjustments:

Until the end of December 2024.

### 5.5. Official submission for deliberation by the Professional Council of Mineral Resources, following a comprehensive review conducted by the central state administrative organization responsible for geology and relevant units and experts from the state administrative organization:

December 30, 2024.

### 5.6. After deliberation by the Professional Council of Mineral Resources and the decision of the competent authority, the report should be delivered to the Central Archive of Geological Records, accompanied by a disk containing the primary materials of the field survey, the interpretation report, and the images:

Within 5 business days following the decision of the competent authority

## **CHAPTER IV. ADDITIONAL CRITERIA FOR TENDER EVALUATION**

If it is specified to utilize the criteria outlined in TI 32.1 of the Tender Data Sheet Table for Tender Evaluation, the client must adhere to those specific criteria for Tender Evaluation and disregard any other criteria.

The client permits for specifications in the tender data sheet table. If the client has explicitly agreed in the Tender Data Table, aside from the price stated in the tender form, one or more criteria outlined in this chapter will be utilized for Tender Evaluation. This involves determining the comparative value of the tender by expressing it monetarily and abstractly adjusting the tender price.

The client will exclusively rely on the criteria detailed in this chapter for Tender Evaluation, disregarding any other considerations.

1. Expiration Date: "Not applicable"
2. The potential to offer services subsequent to the completion of the contract for goods, works, and services at the client-specified location: "Unavailable".
3. Environmental impact: "Not applicable"
4. Other Legal Criteria: "Not applicable".

## **CHAPTER V. TENDER FORMS**

Form 1: Letter of Tender

Form 2: Human Resources Information

Form 3: Basic Equipment and Technical Specifications

Form 4: Information on Similar Work Contracts

Form 5: Information on Current and Authorized Contracts

Form 6: Details of Comparable Contracts

Form 7: Confidential Documents and list of Information

**Form 1. Letter of Tender**

*[date]*

*In [name of ordering organization]*

Our [participant's name] agrees to execute the work as per the schedule outlined in the tender documents for the [tender name and number] announced by your organization, for a tender price of [tender price in numerical and written format], subject to the following conditions. This tender, hereinafter referred to as the "tender," encompasses:

1. Having reviewed the tender documents and the contract conditions outlined within, including the general contract conditions, special conditions, and contract confirmation form, I hereby affirm my full acceptance and agreement to participate in the tender.
2. The Participant and their partnering member(s) are not subject to any conditions prohibited by law concerning participation in procurement, including but not limited to the following conditions:
  - 2.1. The conditions specified in Article 7, Clause 7.1 of the Law on Procurement of Goods, Works, and Services with State and Local Property Funds have not arisen.
  - 2.2. The influential shareholder, ultimate owner, asset holder, partner, or sole proprietor assuming these roles does not hold a position as specified in Article 20, Section 20.2 of the Law on Regulation of Public and Private Interests and Prevention of Conflict of Interest in Public Service, nor is any person engaged in or associated with them.
  - 2.3. No benefits are conferred upon officials involved in the management, supervision, and administration of the customer.
  - 2.4. The individual representing the participant is not bound by the restrictions outlined in Clause 21.1.3 of Article 21 of the Law on Regulation of Public and Private Interests in Public Service and Prevention of Conflict of Interest.
3. The customer is hereby granted the authority to obtain evidence and information pertaining to the tender from the relevant individual.
4. Price discount **[write "offer" or "no offer"]** in the tender. **[If a price discount is offered, write down the conditions and methods of applying it].**
5. Tenders remain valid for **[30 or more working days]** following the tender opening date as stipulated in the tender documents.
6. I acknowledge that any infringement of Article 7.1, 22.2, and 56.5 of the Law, as well as failure to provide an accurate and consistent translation for the tender, may result in my registration on the list of individuals whose participation rights in the tender are restricted.
7. It is confirmed that the work offered in the tender, as well as the goods and services related to its execution, do not infringe upon any intellectual property rights or possess any physical defects.
8. The tender is hereby agreed to be disclosed to other participants in accordance with relevant regulations, and the customer is fully released from any obligation to maintain the tender's confidentiality.

*[Name of Authorized Representative, Position]*

*[Signature]*

**Organizational seal and mark:**

**Address:**

**Form 2. Human Resources Information**

<b>Position</b>	<b>Name of Employer</b>	<b>Education and professional skills</b>	<b>Total Work Similar Experience (years)</b>	<b>In Similar Works Experience (years)</b>

**Form 3. Main equipment and technical equipment information**

<b>Name of machinery and equipment and designation</b>	<b>Capacity</b>	<b>Number</b>	<i>[Write either "Owned" or "Rented"]</i>

**Form 4. Details Regarding Comparable Work Contracts**

<b>Title of Contract</b>	<b>Client's Name, Address, and Contact Telephone Number</b>	<b>Budget</b>	<b>Date /start, complete/</b>

**Form 5. Details of Ongoing and Authorized Contracts**

<b>Title of Contract</b>	<b>Client's Name, Address, and Contact Telephone Number</b>	<b>Budget</b>	<b>Commencement Date of Contract</b>	<b>Projected Performance Percentage and Monetary Value</b>	<b>Expiration Date</b>

**Form 6. Details of Comparable Contracts**

Name of Bidder: [to be filled in by each member of the partnership for each completed contract].

1.	Name of Client
2.	Title of Contract
3.	Contract number
4.	Date of contract
5.	Date of termination of contract
6.	Amount of contract
7.	Location and Address of Contract Execution
	Role in Contract (select one): <input type="checkbox"/> Main Contractor <input type="checkbox"/> Consortium Partner <input type="checkbox"/> Subcontractor

**Form 7. List of Confidential Documents and Information**

	<b>Confidential documents and information</b>	<b>Confidential legal framework</b>
1.		
2.		
3.		
4.		
5.		

## **CHAPTER VI . CONDITIONS OF CONTRACT**

The client and the evaluation committee they appoint will utilize this contract model to organize a tender process and execute work in alignment with the legal framework governing the procurement of goods, services, and works financed by state and local property funds (hereinafter referred to as "the law").

The general conditions of the contract (hereinafter referred to as "GCC") and the special conditions of the contract (hereinafter referred to as "SCC"), the contract confirmation form, and other documents specified therein shall comprise the documents defining the rights, obligations, and responsibilities of both parties. This contract incorporates standard clauses governing the relationship between the client and the supply of work and related goods and services. GEN shall remain unaltered during the drafting of the contract terms.

The SCC will be used to clarify the relevant clauses within the GCC in line with the work execution conditions and to incorporate any necessary additions or modifications. When formulating the contract terms, please consider the following:

1. If any provision of the GCC specifies that certain information must be included in the SCC, such information must be incorporated accordingly. Should any article or provision of the GCC not be applicable to the execution of the work, this should be appropriately noted in the SCC.
2. Incorporate details regarding the successful bidder and the "best" evaluated bid into the contract confirmation form.
3. If corrections and discounts are accounted for in the tender price, the contract price shall be determined and established based on the converted price to a single currency.
4. Attach detailed descriptions and pictures of the work to be performed, accompanying goods and services to the contract;
5. The GCC, SCC, and associated annexes must not be in conflict with one another.
6. The examples and instructions enclosed in parentheses on the contract confirmation form should be expressed in terms, sentences, and quantities suitable for the conditions of the tender chosen as a result of the procurement process. Certain sample conditions are provided for illustrative purposes only and will be customized by the customer according to the specifics outlined in the contract.
7. The headings of the articles and other sections of the contract do not serve as a basis for interpreting the meaning of the contract terms.



## GENERAL TERMS OF CONTRACT

### ONE. DESCRIPTION AND INTERPRETATION

Description	<p>1.1. In this Agreement (as defined herein) the following terms shall have the respective meanings ascribed below:</p> <ul style="list-style-type: none"><li>1.1.1. "Client" - an individual, company, or organization named in the contract confirmation form as client</li><li>1.1.2. "Client Representative" refers to an individual appointed by the client who has the right to communicate with the contractor and control all matters related to the agreement, except for amendments or termination.</li><li>1.1.3. "Contractor" refers to an individual or organization that received the right to establish a contract and named in the contract confirmation form as contractor.</li><li>1.1.4. "Contractor representative" refers to an individual appointed by the contractor who has the right to communicate with the contractor and control all matters related to the agreement, except for amendments or termination.</li><li>1.1.5. "Parties" refers to the Client and the Contractor together</li><li>1.1.6. "Law" refers to law of the purchase of goods, works and services with State and local property assets</li><li>1.1.7. "Work" refers to the task specified in the terms of reference and specifications</li><li>1.1.8. "Work site" refers to the physical location where one carries out their work duties.</li><li>1.1.9. "Warranty period" refers to the duration during which the Contractor is accountable for any defects that arise in the completed work.</li><li>1.1.10. "Complaint claim period" refers to the time frame in which the Contractor can make a claim regarding defects discovered by the Client during the warranty period.</li><li>1.1.11. "Sudden or force majeure emergency" is utilized to refer to a natural disaster that is beyond the control of the parties involved, unforeseeable, and renders it impossible to perform contractual obligations. This term also encompasses the actions or omissions of state authorities and officials, highly infectious diseases, and international curfew diseases. It is important to note that, due to the pandemic, there may potentially be a situation of universal quarantine.</li></ul>
Interpretation	<p>1.2. When interpreting the contract, it is necessary to follow the procedure outlined below:</p> <ul style="list-style-type: none"><li>1.2.1. A singular word can have a plural meaning, and a plural word can have a singular meaning.</li><li>1.2.2. The article headings are intended to systematize the contract and shall not be used to interpret the contract</li></ul>

- 1.2.3. The articles, clauses, and words stated in this contract shall be interpreted based on the terms specified in this contract. If the terms are not explained in the contract, they shall be interpreted in accordance with the content of the contract. In case it is not possible to interpret the terms according to the content of the contract, they shall be interpreted based on the procedure specified in the Civil law.
- 1.2.4. In case of conflict between the general terms and the special terms, the special terms shall prevail.
- 1.2.5. Throughout the contract implementation, the official language of communication will be Mongolian. In case of any conflict between different parts of the contract due to its conclusion in a language other than Mongolian, the relevant section in Mongolian will always be applied.

#### **TWO.CLIENT**

- |                                 |                                                                                                                                                                                           |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General obligations of “Client” | 2.1. The client must pay the price stated in the contract within the agreed-upon timeframe after receiving the results of the work.                                                       |
|                                 | 2.2. The Client must provide all necessary legal documents and permits to the Contractor as per the contract.                                                                             |
|                                 | 2.3. The client is responsible for any consequences resulting from errors in the documents provided in connection with the work, such as the terms of reference and technical conditions. |
| Representative of the Client    | 2.4. The Client shall appoint a representative to communicate and supervise the Contractor on behalf of the Client                                                                        |
|                                 | 2.5. The information about the representative of the client is mentioned in the Contract Confirmation form.                                                                               |
|                                 | 2.6. The Client’s representative cannot transfer rights or obligations without written permission.                                                                                        |
| Permission to access the site   | 2.7. The Contractor shall be granted the right to access and operate the work site from start to end, upon written approval from the Client.                                              |
|                                 | 2.8. The Client is responsible for project delays and consequences due to site access denial.                                                                                             |

#### **THREE.CONTRACTOR**

- |                                         |                                                                                                                                                                                                                   |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General obligations of the “Contractor” | 3.1. The Contractor shall complete the work as per technical specifications within the contract period and deliver it to the Client.                                                                              |
|                                         | 3.2. The contractor must provide the client with a comprehensive list of all workers, including supervisors, engineers, and technicians, as well as all equipment and machinery used at the work site.            |
|                                         | 3.3. The contractor is responsible for providing all necessary materials, techniques, equipment, machinery, spare parts, documents, temporary and permanent employees, and services required to perform the work. |
|                                         | 3.4. The contractor shall be responsible for providing and maintaining all necessary utilities during the project.                                                                                                |

- 3.5. The contractor must not subcontract more than 20% of the total work.
- 3.6. The contractor is obliged not to transfer the rights and obligations under the contract to others.
- 3.7. The contractor must permit the client and authorized personnel to access the work site freely.
- Representative of the Contractor 3.8. The Contractor shall appoint an authorized person to communicate with the Client and include their details in the contract confirmation form.
- 3.9. The representative of the contractor must have the required qualifications and experience to perform the specified work in the contract.
- 3.10. The representative of the contractor must obtain written permission from the representative to transfer any rights or obligations.
- Technical and work site data 3.11. The client shall provide the contractor with all the data and information about the topographical, geological, hydrogeological, climatic and environmental conditions of the work site before the work begin.
- Work site security 3.12. The contractor is responsible for ensuring that only authorized personnel are allowed to enter the work site. Appropriate arrangements should be made to prevent any unauthorized individuals from gaining access to the work site.
- 3.13. "The contractor is responsible for covering all the expenses related to installing lighting, fencing, and guarding in the required areas to ensure the safety of workers, passengers, and the site's integrity."
- Garbage, waste and recovery 3.14. While performing the work, it is the responsibility of the contractor to maintain a clean work area. This includes removing any waste that may obstruct the work area, as well as relocating any unused inventory, items, equipment, or machinery to a designated storage area.
- 3.15. The Contractor must safely store and dispose of hazardous materials on site.
- 3.16. In case the contractor fails to meet the obligations specified in clauses 3.14-3.15 of the general conditions of the contract, they will be held accountable for any related consequences.
- Archeological and other artifact 3.17. If any archaeological or other valuable finds such as fossils, animal and plant remains, coins, or other significant ancient items are found on the work site, the Client will be informed and the items will be handed over to the appropriate authorities following the necessary procedures.
- 3.18. The contractor has the responsibility to take suitable action to avoid any harm or damage to the artefacts

Safety

- 3.19. The contractor must comply with all applicable laws and regulations related to labor safety, including but not limited to the Law on Labor Safety and Hygiene and the Law on Fire Safety.
- 3.20. The contractor is responsible for ensuring the safety of all activities taking place at the work site.
- 3.21. Protect the work and its components from the effects of natural and other factor
- 3.22. Ensure the safety of workers
- 3.23. . The contractor is responsible for occupational safety liability.
- 3.24. The contractor is fully responsible for any consequences resulting from failure to fulfill or properly fulfill the obligations outlined in clauses 3.19-3.22 of the general contract terms.
- 3.25. Hazardous, toxic, or contaminated materials used or created in the workplace must be stored and disposed of in accordance with applicable laws and client requirements.

**FOUR. TIMELINE AND PROGRESS REPORTS**

Commencement of work

- 4.1. The contractor shall commence and complete the work within the time specified in the special terms of the contract.
- 4.2. The contractor must submit a detailed work execution plan to the Client within the special terms of the contract-specified timeframe.
- 4.3. The execution plan includes the general methodology, organization, and sequence of all activities necessary for the execution of the work, the duration of the work phase from the beginning to the end of the work and other necessary information.
- 4.4. If there are any changes made to the execution plan, the client will receive a notification.

Extension of period

- 4.5. The contractor may request an extension of the work execution period under the following circumstances.
  - 4.5.1. Due to unexpected or force majeure-like circumstances, it was impossible to complete the work within the contractually specified time.
  - 4.5.2. if relevant laws, rules, regulations, and standards have changed to affect work performance;
  - 4.5.3. The Client failed to meet their obligation to make a timely payment
  - 4.5.4. The delay in issuing permits and documents by the client impacted the project timeline
- 4.6. The Contractor must provide the Client with relevant evidence when submitting a request for a time extension.
- 4.7. The Contractor must provide evidence that the conditions stated in clause 4.5.1 of the general contract terms have occurred.

- Progress report
- 4.8. The Contractor can request an extension of the period from the Client if any of the grounds specified in clause 4.5 of the general terms of the contract are met.
  - 4.9. The contractor must submit progress reports to the client as scheduled in the special terms of the contract.
  - 4.10. The progress report will show the percentage of completion for each activity and compare it with the planned percentage. If any work has not been done, the report will include information about the work, when it will be completed, and any other details required by the Client.
  - 4.11. The Contractor shall provide the Client with service instructions for operating the work and its components, maintenance, disassembly, reassembly, configuration, and repair.

#### **FIVE. CONTRACT PRICE AND PAYMENT TERMS**

- Contract price
- 5.1. The price for the contract must be clearly stated in the contract confirmation form.
  - 5.2. Article 11.11 of the law permits adjusting the contract price, and any adjustments made should be reflected in the special conditions of the contract.
  - 5.3. If the contract price changes in accordance with clause 5.2 of the general conditions, the adjusted price shall apply after any addition or amendment.
- Advance payment
- 5.4. If the tender documents specify advance payment and the Contractor requests it, the Client must provide the payment as outlined in the contract's special terms.
  - 5.5. Once the Client receives the advance payment guarantee, the Contractor will promptly receive their payment in advance within the timeframe stipulated in the contract's special terms.
- Payment terms
- 5.6. The client is obligated to make payment within the timeframe delineated in the contract's special terms, upon receipt of the payment request and invoice.
  - 5.7. The Client has the option to request the inclusion of a copy of the document confirming the proper fulfillment of contractual obligations, along with any relevant documents, to be attached to the payment request or invoice.
  - 5.8. If, upon the Contractor's request, the Client extends the deadline for work handover as per Article 4.8 of the contract, the payment deadline for the Client shall automatically extend for the same duration.
  - 5.9. Any payment made by the Client does not signify acceptance of the work, or any portion thereof
  - 5.10. Payment invoices are expressed in MNT, the national currency of Mongolia.
  - 5.11. If the Client is entitled to claim interest or other fees, they will be deducted from the payment *to the Contractor*.

## **SIX. GUARANTEE AND WARRANTY PERIOD**

- Advance payment guarantee 6.1. To issue an advance payment in compliance with clause 5.4 of the contract's general conditions, a guarantee for the specified amount in the contract's special conditions must be submitted in the legally prescribed format and within the timeframe specified in the special conditions of the contract.
- Performance guarantee 6.2. If the Data Table requires the Contractor to issue a performance guarantee, they must submit a performance guarantee that equals 3 percent of the budgeted amount for the fiscal year. This must be done within the time frame specified by the Client, using the relevant form. Additionally, the Contractor must renew the guarantee of performance of the contract on an annual basis throughout the fiscal year.
- 6.3. The client must provide a Performance Guarantee to ensure undisputed performance of obligations under the following conditions:
- 6.3.1. The contractor has not fulfilled his obligations under the contract for any reason;
  - 6.3.2. The contractor has not properly fulfilled his obligations under the contract;
  - 6.3.3. The contractor is no longer able to fulfill his contractual obligations.
- 6.4. The Contractor remains liable for damages regardless of the Client's performance of the performance guarantee.
- 6.5. In the event of an extension of the term as per clause 4.8 of the general conditions of the contract, the Contractor should extend the performance guarantee for an equivalent duration.
- 6.6. If a Quality Guarantee is required, the Performance Guarantee can be waived by issuing the Quality Guarantee as specified in Clause 6.8 of the General Terms of the Agreement.
- Quality guarantee 6.7. During the warranty period, a Quality Assurance can be provided to ensure the quality of work. If a quality guarantee is issued, the amount of the guarantee will be specified in the special conditions of the contract.
- 6.8. The Contractor may provide Quality Assurance in accordance with Article 42.5 of the Law.
- 6.9. In case of confirmation of clause 6.7 of the contract's general conditions, the Client must pay the guaranteed amount..
- 6.10. If there are no defects within the warranty period, the Quality Guarantee will be voided.
- 6.11. As per clause 8.6 of the general conditions of the contract, if the Client has fixed the defect, then the costs and damages associated with the defect's correction will be subtracted, and the remaining amount will be paid to the Contractor after the warranty period has ended.

- Warranty period
- 6.12. In case the defect is rectified in accordance with clause 8.5 of the general terms of the contract, the warranty and complaint period will continue as normal.
  - 6.13. A warranty period and its duration will be specified in the contract's special conditions for the work and its components.
  - 6.14. The Contractor is obligated to fix any defects found during the warranty period at the request of the Client.

**SEVEN. RISK AND INSURANCE**

- To remedy the harm caused to others
- 7.1. If any person, including the employees of the Contractor or subcontractor, is harmed or their health is compromised due to any action or inaction by the Contractor or subcontractor's authorized personnel while performing the work, the Contractor will be held responsible for the damage caused, whether material or non-material
  - 7.2. The Contractor will not be held liable for any material or non-material damages, including those to human life or health, resulting from the actions or inactions of any authorized personnel.
- Client's risk
- 7.3. The client assumes the following risks:
    - 7.3.1. After the work results have been transferred to the Client, if they are damaged or destroyed due to sudden or force majeure-related special circumstances;
    - 7.3.2. The client's failure to accept the completed work resulted in damage or destruction of the work and its components.
    - 7.3.3. Due to the wrongful actions or omission of the client, work, materials, and equipment may be damaged or destroyed.
    - 7.3.4. Any risk arising from design errors on the part of the client.
  - 7.4. If the client rejects the work due to defects, they will not be held responsible for any risks that arise until acceptance.
- Insurance
- 7.5. The contractor must insure all risks that may occur during the work period under the insurance provided in the special contract conditions.
  - 7.6. The contractor is responsible for insuring third-party life, health, and property in the event of wrongful actions or omissions by the client, contractor, or subcontractor.
  - 7.7. The contractor shall submit a copy of the insurance contract and certificate to the client's representative.
  - 7.8. If the Contractor does not submit a copy of the insurance contract or certificate, the Client shall conclude the insurance contract and collect the insurance fee from the Contractor.
  - 7.9. The terms of insurance may not be changed without the consent of the Client's representative.

**EIGHT. DEFECTS**

- Detection and elimination of defects
- 8.1. The contractor's work and its components are free of defects and violations.
- 8.2. The Client should instruct the Contractor to detect and open up any hidden defects in the work.
- 8.3. If any faults or defects are found in the work or components provided to the Client during the warranty period specified in the contract's special conditions, the Contractor must be informed of these issues before the complaint period ends.
- 8.4. After receiving the Notice of Defect Remediation, the Contractor must begin to address and fix the defects as soon as possible.
- 8.5. Upon receiving a notice to remedy the defect, the Contractor must remove the defect at their own expense within the specified period.
- 8.6. If the Contractor fails to address the violations or defects within the period specified in the notice, the Client may choose to have them removed at their own expense.
- 8.7. The Contractor shall pay the costs incurred by the Client in an undisputed manner.
- 8.8. If the Client is unable to use the work or its components during the defect elimination process, the warranty period will be extended until the defect is resolved.
- A hidden defect
- 8.9. Even if the document of acceptance of the work has been executed, the Contractor shall be responsible for any apparent or hidden defect in the work or its components and any consequences arising from it.
- Design defects
- 8.10. If the Client develops the design, they will be responsible for any related issues, such as design accuracy and resulting work defects.
- 8.11. The Contractor shall be responsible for the accuracy of the Work design, related documents, information and data.

**NINE. TERMINATION OF THE CONTRACT**

- Termination of contract by the client
- 9.1. The client may terminate the contract on the following grounds:
- 9.1.1. The contractor left the work site for 5 working days without a valid reason;
- 9.1.2. The client had allowed additional time to complete the task without success;
- 9.1.3. The rights and obligations assumed by the contractor under the contract have been transferred or performed by others in whole or in part;
- 9.1.4. The court or relevant authorities have found the contractor guilty of corruption in the course of bidding or contract execution;
- 9.1.5. The contract specifies a fine that exceeds 50% of the unfulfilled obligation.
- 9.1.6. The contractor subcontracted more than 20% of the total work;



- 9.1.7. During the work execution, the Contractor's license had expired and was not renewed, suspended, or revoked.
- 9.1.8. The contractor did not fulfill their contractual obligations or meet the required conditions.
- 9.2. The Client can terminate the contract at any time, in addition to the grounds specified in clause 9.1 of the general terms.
- Termination of the contract by the contractor 9.3. The contractor may terminate the contract on the following grounds:
- 9.3.1. The Client did not fulfill the main obligations stated in the contract within the specified additional period.
- 9.3.2. The special conditions of the contract specify a fine that exceeds 50% of the unfulfilled obligation's value.
- 9.3.3. If the Client suspends work in a way that negatively impacts the contractor's rights and legal interests.
- Procedure for termination of the contract 9.4. The terminating party must provide the other party with an additional notice period to remedy the breach. The additional time should be the normal time available for performing the duties.
- 9.5. If the Client is unable to perform an obligation within the specified period, they cannot set an additional period for performance unless the additional period is effective. If the additional period is not effective, then the contract's general terms, specifically clause 4.8, will govern the extension of the period.
- 9.6. "If no additional period is required, and if the notice regarding the additional period is not responded to, or if the violation is not rectified within the given time frame, the party terminating the contract will have to inform the other party by sending a notice of contract termination."
- 9.7. In accordance with clause 9.6 of the general conditions of the contract, if the contractor receives a notice, they must stop all further work immediately or within the specified period mentioned in the notice. However, the contractor can continue working to protect the completed part of the work and maintain a safe and clean work site. The completed work will be handed over to the Client, accompanied by a document.
- Payment after termination of contract 9.8. If the Agreement is terminated under clause 9.1 of the general conditions of the Agreement, the Contractor is entitled to receive payment for the work they have completed until the date of termination of the Agreement.
- 9.9. In case the contract is terminated under Clause 9.2 of the General Terms and Conditions, the Client must pay the Contractor the following fees:
- 9.9.1. Payment for work performed up to the date of contract termination;
- 9.9.2. Expenses associated with removing the Contractor's equipment from the work site
- 9.9.3. Any payment owed by the Contractor to the Sub-Contractor related to the Contract's termination.

9.9.4. Contractor expenses for site protection and clean-up.

9.9.5. Other costs and damages directly related to the termination of the contract.

**TEN. OTHER PROVISIONS**

Notifications

- 10.1. All notices, instructions, information, and other forms of communication between the parties shall be conducted through the agent.
- 10.2. All contractual obligation-related notices, including but not limited to consents, waivers, guarantees, confirmations, invoices, certificates, decisions, requests and letters, shall be documented in writing.
- 10.3. The notice must be delivered either in person or through certified mail to the address of the representative provided in the contract confirmation form.
- 10.4. Notification shall be deemed to have been received in the following cases:
  - 10.4.1. if sent by certified mail, based on the receipt of payment on the date of posting;
  - 10.4.2. based on the date of receipt of the personally delivered notification by the authorized representative of the other party.
- 10.5. Either party must promptly notify the other in writing of any change of business address, phone number, or mailing address.
- 10.6. The party that is not notified will be held responsible for any consequences arising from their failure to fulfill the obligations outlined in clause 10.5 of the general terms of the contract.
- 10.7. Notices requiring immediate attention can be given in a different form than specified in the contract, but must be confirmed in writing.

Change of representative

- 10.8. The parties may change the representative at their own initiative.
- 10.9. In case of an agent change, the other party must be immediately notified in writing.
- 10.10. The notification should include the representative's name, position, contact details (phone number and email), and the name of their parent.
- 10.11. The previous representative's rights and obligations shall terminate upon delivery of the changed notice to the other party.

Conditions for changes and corrections to work

- 10.12. The parties are allowed to make modifications to the work for the purpose of enhancing its quality, efficiency, and safety, as long as it falls within the general performance scope of the work, is technically feasible, and does not impact the contract period and price.
- 10.13. If the Contractor and the Client deem it necessary to make any changes, the Contractor shall provide a draft of the proposed changes.
- 10.14. Clause 10.12 of the general contract terms requires clients to submit a change notice if project conditions and requirements are met.

- 10.15. The Contractor is liable for unauthorized changes, expired contract period, or increased price.
- Extraordinary circumstances of a sudden or force majeure nature 10.16. If there is a sudden or unforeseeable event that makes it impossible to complete the work within the specified time frame of the contract, the Contractor must notify the Client's representative in writing immediately. If the written notification requires time, it can be submitted in advance in the format specified in clause 10.7 of the general terms of the contract.
- 10.17. The Contractor must continue to perform the contract until instructed by the Employer.
- 10.18. The parties will work in good faith to implement the contract as per the Client's instructions and within a reasonable time.
- 10.19. If the measures taken by the contractor to implement the contract as per the Client's instructions are not effective, the contractor can make a request as specified in clause 4.5 of the general conditions of the contract.
- Violation of intellectual property rights 10.20. If it is found by the appropriate authority that a third party's intellectual property rights have been infringed upon during the work's execution or in connection with the work's execution, the responsible party shall be held accountable and must cover the relevant costs and damages.
- Penalty 10.21. If the Client fails to pay on time, they will be charged a penalty per day as specified in the contract.
- 10.22. In case the contractor fails to finish the work within the duration mentioned in the contract, they will have to pay a penalty to the Client as per the rate specified in the special conditions of the contract. The penalty will be based on the value of the unfulfilled obligation for each day of delay.
- 10.23. Both parties involved in the contract are prohibited from sharing or making public any information obtained during the execution of the contract unless the information is required by authorized organizations or prescribed by law. This includes all confidential information that is protected by the organization. The sharing of such information is only permitted with the consent of the other party involved in the contract.
- 10.24. In case confidential information is disclosed, a non-disclosure notice and confidentiality note shall be provided to the other party.
- Dispute resolution 10.25. Any disputes arising from the contract shall be resolved by mutual agreement of the parties involved.
- 10.26. If the dispute cannot be settled by consensus, it will be settled by the courts of Mongolia.

### SPECIAL CONDITIONS OF CONTRACT

GTC 1.1.7.	The Contractor must use equipment that meets the technical specifications outlined in the geological task to carry out airborne geophysical research, airborne electromagnetic research and other works at the designated site, to deliver high-quality results within the specified time.
GTC 1.1.8.	The scope of work will be defined by an approved geological assignment.
GTC 1.1.10.	The Contractor is required to eliminate any defects and satisfy the requirements issued by the external inspection team appointed by the Client, within the designated time period.
GTC 1.2.5.	The contract must be written in Mongolian language.
GTC 3.1.	The contractor must perform the geological assignment in accordance with the requirements specified in the contract and deliver the results to the Client.
GTC 3.11.	Before starting work, the Client may provide the contractor with all types of geological information (such as geological, geochemical, geophysical, hydrogeological, topographical, aerial, satellite and other thematic surveys) previously performed at the work site. The Client will ensure the confidentiality of this information in accordance with relevant laws and regulations.
GTC 3.24.	The contractor must fulfill all obligations specified in clauses 3.19-3.22 of the general conditions of the contract. They will be held fully responsible for any consequences arising from non-fulfillment of those obligations. Additionally, the contractor must appoint an employee who will be responsible for occupational safety and health.
GTC 4.1.	The research work will begin on the date of signing the contract and will be carried out according to the detailed work execution program and work schedule submitted during the tender process.
GTC 4.1.	If the Contractor is responsible for the contract termination, the Client will consider the work performed until the termination as their property.
GTC 4.2.	Deadline for submission of a detailed execution plan of work: <b>15.April.2024</b>
GTC 4.9.	Work progress report schedule and submission deadline: <ul style="list-style-type: none"><li>- Initial report: within 30 days after the start of research work;</li><li>- Monthly report: by the 25th of every month;</li><li>- Interim stationary processing report: By 25th of the last month of each quarter;</li><li>- Results report: by December 20, 2024.</li></ul>
GTC 4.10.	In the progress report for the project, it is crucial to present the actual performance percentage of each activity, comparing it with the planned percentage. If there is any work that has not been done, the report should include information about it, proposals for when to do it, and other information required by the Client's representative. The report will be used as a basis for funding.
GTC 5.2.	Price adjustment: <b>“Fixed without adjustment”</b>
GTC 5.4.	Whether to pay in advance: <b>“Negative”</b>
GTC 5.5.	Advance payment period: <b>“Negative”</b>
GTC 5.6.	Payment: <ul style="list-style-type: none"><li>- The first payment of 20% of the contract value will be made within 20 working days from the submission of the initial research report. The second payment of 30% of the contract value will be made within 20 working days after the notification of the start of the air flight.</li><li>- The third payment of 20% of the contract value will be made within 20 working days after the notification of the completion of the air flight.</li></ul>

	<ul style="list-style-type: none"><li>- The fourth payment of 20% of the contract value will be made within 20 working days after the notification and report of the completion of the field research work.%</li><li>- The final payment of 10% of the contract value will be made after handing over the results of the research work or within 10th December 2024, whichever is earlier, to the respective contractors.</li></ul> <p><b>Payment amount account:</b> [insert bank name and number]</p> <p>A summary of the budget with bids submitted for spending on airborne geophysical research work must be submitted in accordance with Appendix-1. The summary should include each type of work, measuring unit, unit cost, and total amount.</p>
GTC 5.9.	The Client's payment for the work or its components will not be considered as acceptance of the work. If any defects are found in the work, the Client has the right to request that it be redone at the contractor's expense. The external inspection team appointed by the Client will make recommendations on how to fix any defects.
GTC 6.2.	The performance guarantee shall be 3% of the financing or contract amount for the given fiscal year. Deadline for submission of performance guarantee: within of 04.April.2024 The performance guarantee shall be issued in accordance with the "Performance Guarantee" form of the tender documents. The performance guarantee will not be canceled until the report of the research results is secured and delivered to the Client.
GTC 6.7.	Quality assurance: <b><i>“Not required”</i></b>
GTC 6.13.	Warranty: <b><i>“Not Required”</i></b>
GTC 7.5.	The Contractor will have complete responsibility for insurance, which must cover the following: <ol style="list-style-type: none"><li>1. Loss or damage to aircraft, machinery, equipment, and other related items.</li><li>2. Third-party liability insurance.</li><li>3. Professional liability insurance.,</li><li>4. Employer's liability insurance in accordance with applicable laws regarding accidents, life and health</li></ol> <p><b>Note: Add any additional insurance clauses that you believe are relevant.</b></p>
GTC 8.2.	The Client's representative, along with an external control team appointed by the Client, will oversee the entire research process. They will notify the Contractor of any violations or defects that do not meet the requirements specified in the geological assignment, and provide instructions and a timeframe for their correction.
GTC 8.2.	The contractor is responsible for correcting violations and defects at their own expense within the specified time frame and according to given instructions.
GTC 10.5.	In case of any changes in the address, telephone or postal address of the workplace, or the bank or account from which the Contractor receives funds, the other party shall be immediately notified in writing.
GTC 10.20.	Regarding intellectual property: <ol style="list-style-type: none"><li>1. If the competent authority determines that the Contractor has violated the intellectual property rights of third parties during the research work or in connection with it, the Contractor will be held responsible for any related costs and damages and must take steps to rectify the situation.</li><li>2. The initial, intermediate, and final quantitative data and results of the research work belong to the Client, and are their property.</li></ol>
GTC 10.21.	<b>The percentage of fines payable by the client:</b>

	Penalty percentage: For each day that the obligation remains unfulfilled, the Contractor shall receive payment equal to 0.01 percent of the obligation.
GTC 10.22.	<b>The percentage of fines payable by the contractor :</b> Penalty percentage: For each day that an obligation remains unfulfilled, the Client will receive up to 0.01% of the unfulfilled amount.
GTC 10.23.	Both parties are obligated to maintain confidentiality and not disclose or transmit any information obtained during the implementation of the agreement or any information deemed confidential by the organization. Disclosure or transmission of such information is only permissible if the other party agrees or if it is required by an authorized organization. In the event of any unauthorized disclosure, transmission or public disclosure, the law of Mongolia will hold the responsible party accountable.
GTC 10.24.	In case confidential information is disclosed, the parties will sign a non-disclosure agreement and notify each other.
Other: (I)	As per the "Execution, Financing, and Calculation of Results of Geological Research Work to be Carried Out with State Budget Funds" procedure approved by the Minister of Mining and Heavy Industry through Order No. A/87 of 2022, the contractor should appoint a commission for quick monitoring of the field production and settlement processing, and another commission for receiving primary field materials, based on the work requirements. The contractor should present any issues related to the work's performance and submit relevant suggestions and requests to the Client through the appointed commission.
(II)	Activities that are specified in Articles 12, 18, 21, and 24 of the "Law on Specially Protected Areas" are strictly prohibited in areas that overlap with specially protected areas. The only permitted activities are limited to geological mapping, water, soil, and rock sampling. As per the relevant regulations, after the completion of the annual field research, a report must be compulsorily submitted to the special protection administration and the central state administrative body responsible for environmental issues.
(III)	When conducting research work in border areas and strips, all activities must comply with the "On Borders of the State of Mongolia" law. The Contractor will receive support from the Client in obtaining permission from the relevant institutions.
(IV)	The contractor must provide training in modern research techniques, equipment, and methods to Mongolian experts and students approved by the client for both field and stationary work..

## CONTACT CONFIRMATION FORM

[Enter the name of the tender]/ contract.  
Number № *YTA/20240101010*

Ulaanbaatar

On the one side, *The National Geological Survey* (hereinafter referred to as “Client”), on the other side [insert name of the contractor] (hereinafter referred to as “Contractor”) have acknowledged and accepted the tender submitted by the Contractor, thereby entering into this contract under the following conditions:

This contract prescribes the terms governing the relationship between the Client and the Contractor concerning the execution of work, supply of ancillary goods, provision of services (hereinafter collectively referred to as the "Work"), and the settlement of prices.

1. The price of the Work to be performed under this contract is [indicate the amount specified in the contract award notice both in numerical and textual formats] MNT (hereinafter referred to as the "contract price"). This contract price constitutes the maximum financing amount..
2. The contract price shall be remitted to the [insert account number] account of [insert name of bank] held by the contractor [insert name of contractor].
3. The documents referenced below shall constitute integral components of this Agreement (hereinafter referred to as the "agreement document"). These encompass:
  - 3.1. Notice of authorization to enter into a contract;
  - 3.2. Contractor tender submission form;
  - 3.3. Special Terms of Contract;
  - 3.4. General terms of the contract;
  - 3.5. Performance guarantee;
  - 3.6. Technical Description (Work Tasks);
  - 3.7. Schedule of work execution;
4. The parties will be represented by the following authorized individuals concerning matters related to the implementation of the contract. In this regard:
  - 1.1. Client representative information  
Parents name:  
Name:  
Position:  
Working phone:  
Mobile phone:  
Email:
  - 1.2. Contractor representative information  
Parents name:  
Name:  
Position:  
Working phone:  
Mobile phone:  
Email:

On behalf of the Client:

[Position and name]  
[Signature] \_\_\_\_\_  
STAMP

On behalf of the Contractor:

[Position and name]  
[Signature] \_\_\_\_\_  
STAMP



BIDDING EVALUATION ANNOUNCEMENT FOR AIRBORNE  
GEOPHYSICAL WORK IN MONGOLIA

The date: **15.Feb.2024**  
Type of tender: **Work**  
Tender Name: **Airborne geophysical survey**  
Tender number: **YFA/20240101010**  
Total Budgeted Cost: **30,268,361,100.0 MNT**  
Tender selection method: **Open**

1. The **National Geological Survey** is inviting entrepreneurs who meet the requirements and criteria specified in the bidding documents to submit their bids.
2. The bidding comprises the following packages: **“No”**
3. Bids must be submitted according to the bidding documents before **[14:00 on 15.March.2024]**, and the bidding will commence on **[15.March.2024]** at **[14:30]**
4. Alternative bids to be allowed: **“No allowed”**
5. Foreign entity to have the right to submit a bid: **“Yes”**
6. Bidding shall remain valid for a minimum of 30 working days after the opening
7. A bid security to be required: **“Yes”**  
Please be informed that the bidding will be opened upon submission of the bid security, as specified in the bidding documents, through the electronic system in compliance with the relevant procedures.
8. Bidding to be organized in advance: **“No”**
9. Bidding to be organized in two phases: **“No”**
10. Bidders are entitled to submit bids by paying the service fee for the electronic system.

**Client's address: National Geological Survey, Trade Union-37, 29th District,  
Songinokhairkhan District, Mongolia, Ulaanbaatar City 18072**  
**Phone number: +976-70182011**  
**Email address: info@ngs.gov.mn**

Appendix-1

#	Type of work	Unit of measurement	Cost of unit	Total amount	
				Count	Amount
0	1	2	3	4	5
	Project and budget preparation	%			
	Aerial photo interpretation	Square.km			
	Geological mapping	Square.km			
	Research route	Line.km			
	Sampling	sample			
	Geophysics: /clarify by each type of work and method/ .etc	Square.km Line.km physic.point			
	Total amount of field work				
	The arrangement of field work	%			
	Demobilisation	%			
	Stationary processing	%			
	Laboratory /clarify by each type of work and method/:	Sample			
	Passenger transport Mark of selected type of transport	km			
	Freight transport type	Line.km			
	Appointment expenses .etc	Person/day			
	Own power, total				
	Topo base	<i>MNT</i>			
	Cost of final report map	<i>MNT</i>			
	Aircraft expenses .etc	<i>MNT</i>			
	Amount				
	Unexpected expenses .etc	<i>MNT</i>			
	Total budget cost of work	<i>MNT</i>			