

Translation from Mongolian to English

Appendix to the order No. A/260  
issued by the Minister of Finance  
on December 25, 2023

**MINISTRY OF FINANCE, MONGOLIA**

# STANDARD BIDDING DOCUMENT FOR PROCUREMENT OF SERVICES

**2024**



*For translation inquiries, kindly contact Ariunzaya G at [ariunzayatranslator@yahoo.com](mailto:ariunzayatranslator@yahoo.com).*

THE PROCUREMENT AGENCY OF CAPITAL CITY

BIDDING DOCUMENT  
FOR PROCUREMENT OF SERVICES FOR THE  
PROJECT MANAGEMENT CONSULTING SERVICE OF  
THE HIGH-CAPACITY PUBLIC TRANSPORTATION  
PROJECT 'METRO'

Bidding name: The project management consulting service  
of the High-capacity public transportation Project 'Metro'

Bidding number: HXAAF/20240103208

Ulaanbaatar

2024



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## SECTION I. INSTRUCTION TO BIDDERS

### A. GENERAL

- 1. Scope of the Bid**
- 1.1. The Client specified in the data sheet shall organize Bidding for the procurement of the services described in Section III (hereinafter referred to as the "**Service**") under the Law on the Purchase of Goods, Works and Services with State and Local Property Funds (hereinafter referred to as the "**Law**"). The Bidding name and number shall be indicated in the data sheet.
- 1.2. In case the Bidding has a lot, it shall be specified in the data sheet.
- 1.3. In accordance with Clause 32.5 of the Law, pre-organized Bidding shall be specified in the data sheet.
- 2. Funding resources and budget**
- 2.1. The data table should include information on the total funding source and the approved budget cost for the Bid selection and for each package.
- 3. Procurement legislation**
- 3.1. The procurement process must adhere to the Law, as outlined in Clause 2.1 of the Law which outlines the regulations on the purchase of products and services with state and local government fund.
- 4. Electronic procurement system**
- 4.1. The Bidding shall be conducted through the electronic procurement system ([www.tender.gov.mn](http://www.tender.gov.mn)) /hereinafter referred to as an "electronic system"/ in accordance with the "Regulation on Organizing Electronic Procurement and Ensuring its Continuous and Safe Procedure" approved by the Minister of Finance.
- 5. Corruption and conflict of interest**
- 5.1. Client, interested parties, bidder, and officials specified in Clause 52.1 of the Law are required to promptly inform relevant officials and law enforcement organizations about any acts or omissions that are prohibited by the following laws: Law on Anti-corruption, Law on Regulation of Public and Private Interests and Prevention of Conflict of Interest in Public Services, Law on Competition, Criminal Code and Law on Infringement of Mongolia (The Petty Offense Law of Mongolia). Additionally, they must notify relevant officials and law enforcement agencies regarding any acts or omissions that fall under the prohibitions outlined in these laws. Vigilance in upholding legal standards is crucial to maintaining integrity and transparency in public and private affairs.
- 5.2. Individuals subject to the prohibitions and restrictions stipulated in Clauses 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 are not eligible to participate in the Bidding.
- 6. General requirements for Interested parties**
- 6.1. The 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 for



any reason.

6.3.The conditions specified in Clause 7.1 of the Law related to the Bidder shall not occur and the general requirements shall be met.

6.4.The Bidder shall submit the Bid in accordance with Clause 6 of the Law.

6.5.A foreign Bidder must provide information on the individual registered as the ultimate owner (UBO) under the law of the country of incorporation.

6.6.Information on the ultimate owner of a legal entity in Mongolia is based on information registered in accordance with the Law on State registration of legal entities.

6.7.Legal entities who fail to comply with the Law of Mongolia on International Treaties and are subject to trade embargoes shall not be entitled to bid.

## **7. Requirements for Subcontractors and Joint Venture**

7.1.The agreements of the joint venture and subcontracting submitted for the Bid shall meet the requirements specified in Clause 6 of the Law.

7.2.If the subcontracting contract violates Clause 6.4 of the Law, the Client shall not take into account the subcontracting contract and documents related to the subcontractor during the Bidding review.

7.3.Participation as a joint venture and subcontractor shall be confirmed by the member of the joint venture or subcontractor through the electronic system.

7.4.ITB 7.3 does not apply to the entry of a foreign individual as a member of the joint venture or as a subcontractor.

7.5.If the period registered in the list of individuals with restricted participation in the Bidding has not expired, the member of the joint venture and subcontractor shall not be considered as meeting the general requirements.

## **B. CONTENT**

### **8. Bidding Documents**

8.1.The Bidding document consists of all the sections indicated below and their amendments:

Section I. Instructions to Interested parties;

Section II. Bid Data Sheet;

Section III. Technical Specifications and Requirements;

Section IV. Evaluation and Qualification Criteria

Section V. Standard Bidding form;

Section VI. Conditions of Contract.

8.2.The Interested parties shall examine the requirements, criteria, conditions of the contract, standard Bidding form, technical specification and any amendments made to it, reference laws, regulations and instructions specified in the ITB and data sheet, and prepare Bidding documents.



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## 9. Clarification of Bidding Documents

9.1. The Interested parties requiring any clarification of the Bidding documents shall submit a request to the Client in writing no later than five working days before the opening of the Bid.

9.2. Requests for clarification are received at the address specified in the data sheet.

9.3. A payment receipt of the service fee shall be attached to the clarification request.

9.4. The Client's response to the request for clarification shall be deemed to have been delivered if it is in writing and published in the electronic system.

9.5. If, following the clarification, the Client deems it necessary to modify the Bidding documents, the provisions outlined in ITB 11 shall be applicable.

## 10. Pre-Bid Meeting

10.1. If a meeting is organized or the site area is introduced, this shall be specified in the data sheet according to Clause 19.4 of the Law.

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

10.3. An enterprise who did not participate in the meeting specified in ITB 10.1 may participate in the Bidding.

## 11. Amendments to the Bidding Documents

11.1. The Client may make amendments to the Bidding documents before the deadline for submission of the Bid.

11.2. Amendments made to the Bidding documents shall be considered valid after their publication in the electronic system.

11.3. If amendments are made to the Bidding documents within five working days from the Bid opening, the deadline for submission of the Bid shall be at least five working days and shall be extended as necessary.

## C. PREPARATION OF THE BID

### 12. Language of Bidding documents and the Bid

12.1. Regardless of whether the Bidding announcement, document and invitation are published in a foreign language, the Bidding documents, official letters, letters, other related documents and the Bid submitted by the Bidder shall be in the Mongolian language, and if the Bid is prepared in a different language, Interested parties shall prepare and submit a translation of the whole document.

12.2. The language shall be specified differently in the data sheet based on the international agreement of Mongolia, only for the Bidding for services financed by loans and aid from foreign countries and international organizations.

12.3. If the Bidding documents are prepared in accordance with ITB 12.2, and there is a difference between the Mongolian and foreign language versions, the Mongolian language version shall govern.

12.4. The Client shall rely on the translation of documents made in a foreign language when reviewing and evaluating the Bid. The Bidder shall be responsible for the translation accuracy and



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consistency, regardless of whether it was translated by another individual or not.

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

13.1. The Bid comprises of a technical and price proposals for the procurement of services prepared in accordance with Clause 21.1 of the Law.

13.2. The Bid submitted by the Bidder shall comprise the following documents and information:

13.2.1. Forms prepared in accordance with ITB 14;

13.2.2. If the Bid is confirmed by an individual other than an individual authorized to represent the Bidder without a power of attorney, a power of attorney issued in accordance with the relevant laws /in case of a foreigner, a proof of an individual entitled to represent the Bidder without a power of attorney/;

13.2.3. Alternative offer prepared in accordance with ITB 15;

13.2.4. Documents that the Bidder meets the general requirements specified in ITB 16;

13.2.5. Documents that the Bidder's capabilities and experience meet the requirements and criteria specified in ITB 17, 18 and 19;

13.2.6. Documents that the proposed service complies with the requirements specified in ITB 20;

13.2.7. The budget for the procurement of services specified in ITB 21;

13.2.8. Relevant description in the cases specified in ITB 21.5; and

13.2.9. Applicable contracts in the case of joint venture or subcontractor.

13.3. The Bidder is responsible for verifying the validity and accuracy of all documents and information in its Bid and is responsible to the Client for their accuracy.

13.4. The Bidder shall submit the Bidding documents after submitting the Bid Security and paying the service fee based on Clauses 22.7 and 22.10 of the Law.

### **14. Standard Bidding forms**

14.1. The Bidder shall provide information in the electronic form specified in Section V and submit it in accordance with Clause 21.1.3 of the Law.

### **15. Alternative Offer**

15.1. If specified in the data sheet, the alternative offer may be included with the Bid in accordance with the requirements specified in Clause 11.10 of the Law.

### **16. Documentation of general requirements**

16.1. The following documents shall confirm if the Bidder meets the general requirements:

16.1.1. Form 1 of Section V filled in accordance with ITB 14.1.

16.1.2. Other documents to be submitted related to the verification of compliance with general requirements shall be



specified in the data sheet in accordance with Clause 7 of the Law.

16.2. A foreigner shall submit the following documents or equivalent to them issued by the state authorities of the country of incorporation or residence:

16.2.1. if a legal entity is a state registration certificate, a document identifying the individual entitled to represent it without a power of attorney;

16.2.2. a passport or a substitute document for a foreign citizen and stateless individual;

16.2.3. documents stating that there are no overdue tax debts under the law of the country as of the day after the announcement of the Bid.

16.3. The Client shall not require the Bidder to submit documents other than those specified in ITB 16.1 and 16.2.2 to approve the general conditions of the Bidder and other required conditions shall be approved based on the notification submitted by the Bidder and the information specified in Clause 15.2 of the Law.

16.4. Each member of the joint venture shall submit the documents specified in ITB 16.1 and 16.2.

## **17. Competency and experience requirements**

17.1. The Client must follow Clause 15 of the Law when determining the competency and experience requirements specified in ITB 18 and 19.

17.2. Publicly available information that can be checked through the electronic system specified in Clause 15.2 of the Law shall not be submitted as proof of evidence.

17.3. In terms of joint venture, the representative member and the member together shall fully meet the competency and experience requirements specified in ITB 18 and 19.

17.4. The authorized representative member of the joint venture must possess more than 40% of the competency and experience requirements specified in ITB 18 and 19. Additionally, each member of the joint venture should meet 25% or more of these requirements.

17.5. The subcontractor shall submit documents stating that it meets the relevant part of the requirements and criteria specified in this Clause.

## **18. Documents of establishing the financial qualifications**

18.1. The Bidder shall meet the requirements of financial qualifications specified in the data sheet in accordance with Clause 16.5 of the Law.

18.2. When requested the Bidder shall provide documents of financial qualifications, which shall be selected from the documents specified in Clauses 16.2 and 16.4 of the Law and specify them in the data sheet.

18.3. When reviewing the Bidder's financial qualifications, the Client shall not consider bank and financial institution statements other





than the Contractor's bank statement regarding the Bidder's account information and its balance. The Client shall not require a bank statement for matters other than those specified herein.

18.4. Inquiries regarding overdue loan debts to banks and financial institutions of legal entities of Mongolia as of the day after the Bid announcement are received electronically from the individuals specified in Clause 4.1.5 of the Law of Mongolia on Credit Information and submitted to the Bid and banks and financial institutions shall not require to submit an inquiry on the matter.

**19. Documents of technical competency and experience requirements**

19.1. The Bidder shall meet the requirements of technical competency and experience requirements specified in the data sheet in accordance with Clause 17.4 of the Law.

19.2. If the Client requires the submission of documents of technical competency and experience requirements, it shall be selected from the documents specified in Clauses 17.2.1, 17.2.3 and 17.2.4 of the Law and specify them in the data sheet.

19.3. If the Bidder has permits or certificates required for the provision of services, it shall be specified in the data sheet.

19.4. Each member of the joint venture shall meet the requirements of the special permit specified in ITB 19.3. If several permits and certificates are required, members of the joint venture shall fully provide them together.

**20. Documents demonstrating that the proposed service meets the requirements**

20.1. Documents demonstrating that the proposed service meets the technical specifications and requirements specified in Section III shall be provided in the Bid.

20.2. An explanation shall be submitted in case of discrepancies or omissions from any of the technical specifications specified in Section III.

20.3. According to the provision of services, an individual with a restricted right to participate in the Bid shall not offer to purchase goods and services.

**21. Bid Prices and Reduction**

21.1. The Bid prices and price reduction is offered by the Bidder shall conform to the requirements set forth in this Clause.

21.2. The Bid price shall be deemed to include the costs specified in Clause 27.13 of the Law unless it is specifically stated in the price breakdown.

21.3. If a price reduction is offered, the price after the reduction is considered as the "Bid price".

21.4. Unless otherwise specified by Law or in the data sheet, the proposed price by the Bidder shall be fixed during the execution of the contract and shall not be adjusted. Bids with a proposed price subject to adjustment shall be considered ineligible. The submission of a fixed bid price in a Bid where price adjustments are allowed in the data sheet shall not constitute grounds for rejection, and the price adjustment shall be deemed to be zero during the execution





of the contract.

21.5.If the Bid price of the Bidder is below 80 percent of the budgeted cost, a reasonable explanation shall be submitted to the Bid stating that the price does not have a negative impact on the scope, quality and performance of the service as specified in Clause 21.5 of the Law.

## **22. Bid currency**

22.1.Unless otherwise specified in the international treaties and laws and regulations of Mongolia, the Bid price shall be expressed in the Mongolian Tugrik in accordance with Clauses 4.1 and 4.2 of the Law on Conducting Settlement in National Currency.

## **23. Period of Bid validity**

23.1.The Bidder shall specify in Form 1 that the period of Bid validity shall be no less than 30 working days after the opening of the Bid in accordance with Clause 21.1.1 of the Law.

23.2.If the Client requests to extend the period of the Bid validity according to Clause 28.8 of the Law, the Bidder may extend the period specified in ITB 23.1

23.3.If the Bidder extends the period of the Bid validity, the guarantor and the Bidder are responsible for the period of Bid validity and its extension according to the conditions of the Bid Security specified in ITB 24.

23.4. If the Bidding is pre-organized, the Bid validity period shall be valid for the period from the date of approval of the funding source for the work until the date of Award of the Contract.

## **24. Bid Security**

24.1.The Client shall specify the provision of the Bid security in accordance with the "Procedures for Providing Security and Generating Revenue in Procurement" calculating 0.5 percent of the budgeted cost unless otherwise specified in Clause 14.1 of the Law.

24.2.The Bid security may be forfeited in the following cases as specified in Clause 14.6 of the Law:

24.2.1. If the Bidder rejects its Bid in whole or partially before the expiration of the period of Bid validity as specified ITB 23;

24.2.2. The Bidder entitled to the Award of the Contract did not submit a guarantee of concluding the contract or performance;

24.2.3. The complaint filed with the Ministry of Finance in connection with the decision of the Client was decided to be completely invalid.

24.3.In the event that the Bidding is divided into lots, the Bid security shall be submitted for each lot.

24.4.The Bid security of a joint venture shall be submitted by the authorized member of the joint venture.

## **D. SUBMISSION AND OPENING OF THE BID**

### **25. Confirmation and submission of the Bid**

25.1.The Bid shall be confirmed in accordance with Clause 22.1 of the Law, and if a Bid Security is required, it shall be submitted as specified in ITB 24.

25.2. If the certified individual is authorized to represent the Bidder without a power of attorney in accordance with ITB 25.1, the submission of the power of attorney is not necessary.



25.3.If an authorized individual to represent the Bidder without a power of attorney authenticates the Bid with a digital signature, the form specified in Section V shall be deemed to be confirmed by the seal in accordance with ITB 25.1. In this case, it is not required to make a power of attorney related to the confirmation of the form and to confirm it with the seal of a legal entity.

25.4.If the Bidder submits sensitive personal information specified in Clause 22.5 of the Law without disclosure, the notification specified in Clause 22.6.3 of the Law shall be submitted without confidentiality in accordance with Clause 07 of Section V.

25.5.The documents and information specified in Clause 22.6 of the Law must be submitted publicly and the provisions specified in ITB 25.4 shall not apply to these documents. The Client shall specify additional documents to be disclosed in the data sheet for the Bidding, and if the document involves sensitive personal information, the Bid shall be submitted with the consent of the owner of the information.

**26. Deadline for Submission of Bids**

26.1.The deadline for submission of the Bid shall be specified in the data sheet. The date and time shall be determined by the server time of the electronic procurement system.

26.2.The Client shall organize the Bid opening on the date and time specified in the data sheet through the electronic procurement system. The Bidder or its representative shall have the right to be present at the Bid opening.

**E. THE DECISION OF THE CLIENT**

**27. Clarification about the Bid**

27.1.If the Client requests clarifications about the Bid, the procedures specified in Clause 25 of the Law shall be followed.

**28. Examination and Responsiveness of the Bid**

28.1.The Bid shall be examined based on the procedure specified in Clause 26 of the Law, the Bid Lot specified in ITB 13, information received from the relevant database, and descriptions and clarifications received about the Bidder and its Bid.

**29. Evaluation of the Bid**

29.1.The Client shall evaluate and compare the Bids in compliance with Clause 27 of the Law and the "Instructions for Evaluating Bids and Methods of Preference" of the Minister of Finance.

**30. Modification of Arithmetical Errors**

30.1.The Client shall modify arithmetical errors in the Bid price according to the "Instructions for Evaluating Bids and Methods of Preference".

30.2. Information about the modification of arithmetical errors shall be sent to the Bidder in accordance with ITB 30.1.

**31. Evaluation criteria**

31.1.If specified in the data sheet, the criteria corresponding to the evaluation specified in Section IV shall be expressed in monetary value, and the comparable price shall be increased by abstraction.

**32. Determination of the comparable price of the Bid**

32.1.The following sequences shall be used in order to determine the comparable price of the Bid:



- 32.1.1. Determine the proposed Bid price according to ITB 21.1;
  - 32.1.2. Calculate the proposed price reduction according to ITB 21.3;
  - 32.1.3. Modify arithmetical errors in the Bid price according to ITB 30.1;
  - 32.1.4. Convert the prices specified in ITB 29.1.1, 29.1.2, and 29.1.3 to the currency specified in ITB 22.1 if required;
  - 32.1.6. Calculate the criteria expressed in monetary value in the evaluation specified in ITB 31.1.
- 32.2. In the Bid with two or more lots, determine the Bid that proposes the lowest comparable price in several lots altogether in accordance with ITB 1.2 and the below method shall be followed in calculating the proposed price reduction:
- 32.2.6. select the Bid with the lowest comparable price for each lot;
  - 32.2.7. in case the Bidder obtains is awarded the contract for two or more lots, the comparable price shall be redefined, if necessary, after calculating the price reduction from the proposed Bid price according to the method specified in the Bid submission form. In defining this, the Bidder with the lowest comparable Bid price for two or more lots shall be required to meet the requirements for re-approval in accordance with ITB 34;
  - 32.2.8. after the above evaluation, based on the comparable Bid price, the Client shall calculate the options for awarding the contract to a lot, or several lots, or all lots, and choose the option with the lowest total contract price.
- 32.3. If the submitted bid with the alternative Bid is evaluated as "the lowest evaluated substantially responsive" as permitted in ITB 15.1, the alternative offer shall be reviewed and evaluated.
- 32.4. The procedure for evaluating the main Bid shall be followed in reviewing and evaluating the version of the proposed Bid according to ITB 32.3.
- 33. Bid ranking**
- 33.1. The Client shall follow the provisions of Clauses 27.5 and 27.6 of the Law when ranking Bids.
- 34. Reassessment of the Bidder's capacity**
- 34.1. The Client shall reassess the best-evaluated Bidder in several lots for its ability to fulfill the contractual obligations specified in those lots, and when the information of the proposed human resources and equipment overlaps with the information of other projects and activities.
- 34.2. According to Clause 34.1, the reassessment shall be based only on documents and information used in the Bid review to determine whether the requirements and criteria of financial capacity specified in Clause 18.1, technical capacity, experience, and capacity to perform contractual duties stated



in ITB 19.1 are met.

- 34.3. The capacity of the Bidder shall be reassessed and the right to award a contract shall be granted in accordance with Clause 27.10 of the Law.

#### F. NOTIFICATION OF AWARD AND AWARD OF CONTRACT

- 35. Notification of Award** 35.1. The Client is obliged to award the contract as specified in Clause 28 and notify the Interested parties within 15 working days, in accordance with Clause 24.1 of the Law;
- 36. Performance Guarantee** 36.1. In the case specified in Clause 42.1 of the Law, the Bidder who is authorized to the contract award shall furnish a Performance Guarantee in the amount of three percent of the amount financed in the current fiscal year within the period required by the Client.
- 36.2. Performance guarantee and Advance Payment Guarantee shall be issued in accordance with the "Procedures for Providing Security and Generating Revenue in Procurement".
- 37. Advance Payment** 37.1. No advance payments shall be made for the costs associated with the implementation of the contract.
- 38. Signing the Contract** 38.1. The Client shall finalize the necessary parts of the contract confirmation form for the contract conditions of Section VI according to the instructions provided therein and submit it to the Bidder.
- 38.2. When the Client awards the contract with the supplier, the contract conditions in Section VI of the Bidding documents shall be adhered to.
- 38.3. The successful Bidder shall sign, seal and deliver the contract in accordance with the ITB 38.1 within the time required by the Client.
- 38.4. If the Client shall not confirm the Contract within 10 working days according to Clause 30.4 of the Law, the Contract shall be deemed to have been concluded under the conditions specified in the decision to conclude the Contract.
- 39. Bidding complaints** 39.1. Complaints shall be handled in accordance with the Law and the "Bidding Complaints Procedures" approved by the Minister of Finance.



**SECTION II. BID DATA SHEET**

Provisions of the ITB	A. GENERAL
ITB 1.1	Client: The Procurement agency of the Capital City
ITB 1.1	Bidding name: The project management consulting service for the High-Capacity public transportation 'Metro' Bidding number: HXAAF/20240103208
ITB 1.1	Bidding reference number: HXAAF/20240103208/02/01
ITB 1.2	The Bidding consists of the lots with the following names and numbers: <b>No Lot</b>
ITB 1.3	Whether the Bidding is pre-organized: <b>No</b>
ITB 2.1	The sources of fund: Investment fund of the Capital city
ITB 2.1	The project management consulting service budget: 181,935,000,000 MNT (one hundred eighty one billion, nine hundred and thirty five million). Out of this amount, 54,580,500,000 MNT (fifty four billion, five hundred eighty million, five hundred thousand) will be financed in 2024.
ITB 6.5	Foreign Bidders shall provide information regarding the individual registered as the ultimate owner in accordance with the laws of the country of incorporation.
ITB 7.1	The joint venture and subcontract agreements submitted for the bid must adhere to the requirements outlined in Article 6 of the Law on the Purchase of Goods, Works, and Services with State and Local Property Funds.
ITB 7.3	Participation as a joint venture member and as a subcontractor shall be confirmed through the digital system by the respective entities involved.
ITB 7.4	Article 7.3 of the Invitation to Bid (ITB) does not pertain to a foreign entity's involvement as a member of the joint venture or as a subcontractor.
<b>B. CONTENT</b>	
ITB 9.1	Address for clarification on Bidding documents: Name of recipient: The Procurement agency of the Capital City Address: 10 <sup>th</sup> floor, Capital Governor's office building No. 4, Bagatoiruu-15, 4 <sup>th</sup> sub-district, Chingeltei district, Ulaanbaatar, Mongolia Telephone number: +976 75757807 E-mail address: <a href="mailto:info@procurement.mn">info@procurement.mn</a>



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	<p>The Interested parties requiring any clarification of the Bidding documents shall submit a clarification request to the Client in writing or approved by a digital signature no later than five working days before the opening of the Bid. A payment receipt of the service fee shall be attached to the clarification request.</p> <p>After receiving a request for clarification, The client shall make a clarification response in writing at least two working days before the deadline for submission of the Bid.</p> <p>The client shall provide a written response to the request for clarification and additional information without mentioning the requester's name, and a copy of it shall be published in the "Clarification" section of the Bidding document in the digital system of public procurement (<a href="http://www.tender.gov.mn">www.tender.gov.mn</a>). Upon such publication, the clarification and additional information shall be deemed to have been delivered to all Bidders at the same time.</p> <p>The interested parties should carefully review the clarifications, additions, and changes that form an integral part of the Bidding documents prior to the Bid submission deadline. Based on this review, they should prepare their Bid accordingly.</p>
<p><b>ITB 10.1</b></p>	<p>Whether to hold a pre-bid meeting: <b>Yes</b></p> <p>The meeting is scheduled for April 12, 2024, at 14:00 (GMT +8 Ulaanbaatar) in Meeting Room "A" at the Capital Governor's Office. Bidders have an option to participate either in person or online. Online Bidders shall be emailed the meeting link via email 24 hours prior to the scheduled time.</p>
<p><b>C. PREPARATION OF THE BID</b></p>	
<p><b>ITB 12.1</b></p>	<p>Bidding language: <b>Mongolian language.</b></p> <p>Regardless of whether the Bid invitation or Bidding documents are published in a foreign language, the following requirements shall apply: all Bidding documents, official letters, and other related documents must be in Mongolian. If any documents or information are originally in a different language, the Bidders shall prepare and submit a certified translation into Mongolian.</p> <p>International professional terms, technical terminology, standard norms, and normative nomenclature in the translated materials may be submitted using internationally recognized terminology.</p>
<p><b>ITB 12.1</b></p>	<p>The Bidder shall fill and submit the price proposal in the specified Form 1 outlined in Chapter V of this bidding document.</p>
<p><b>ITB 13.2.2</b></p>	<p>If the Bid is confirmed by an unauthorized individual to represent the Bidder without a power of attorney, proof of a power of attorney issued in compliance with relevant laws must be provided. /For foreign entities, proof of authorization to represent without a power of attorney is required./</p> <p><i>/If a foreign legal entity submits a bid, the aforementioned document must be attached to its bid along with a consular guarantee or an apostille./</i></p>
<p><b>ITB 15.1</b></p>	<p>Alternative offers: <b>Accepted</b></p>





	<p>The submission of alternative proposals that fulfill the requirements specified in Article 11.10 of the Law on Procurement of Goods, Works, and Services with State and Local Property Funds (Revised) shall be submitted along with the bid.</p>
<p><b>ITB 16.1.2</b></p>	<p>Other documents for verification of general qualifications: "Required"</p> <ul style="list-style-type: none"> <li>- Taxes, payments and fees shall be fully paid in accordance with the laws of Mongolia or the country of incorporation, after the Bid announcement.</li> <li>- Legal entities in Mongolia are not required to submit Social Insurance and tax statements, as they will be verified from the digital information database of the General Department of Taxation and the General Department of Social Insurance through the "State Procurements Digital System" at <a href="http://www.tender.gov.mn">www.tender.gov.mn</a> and the State Information Exchange KHUR System".</li> </ul> <p><i>/If a foreign legal entity submits a bid, they shall provide and attach documents certified by consular guarantee or an apostille to the laws and regulation of the country of incorporation proving that taxes, social insurance premiums and payments have been paid./</i></p> <ul style="list-style-type: none"> <li>- The Statement of The General Executive Agency for Court Decisions shall be submitted through the electronic system of public procurement (<a href="http://www.tender.gov.mn">www.tender.gov.mn</a>). Note: Bidders must submit a valid identification to the Electronic Procurement System (<a href="http://www.tender.gov.mn">www.tender.gov.mn</a>) before the opening of the bid using their national digital signature.</li> </ul> <p><i>/If a foreign legal entity submits a bid, the aforementioned document must be attached to its Bid along with a consular guarantee or an apostille./</i></p> <ul style="list-style-type: none"> <li>- A copy of the state registration certificate is not required as it shall be verified through the "State Information Exchange KHUR System".</li> </ul> <p><i>/If a foreign legal entity submits a Bid, the mentioned documents issued by the authority of the country of incorporation or a document equivalent to the aforementioned document must be attached to its Bid along with a consular guarantee or an apostille./</i></p> <p>The Bidder shall accurately declare and submit a declaration that he/she has met the general requirements specified in Form 11 of Chapter V of this Bidding document.</p>
<p><b>ITB 16.2</b></p>	<p>The foreign entity must submit and attach the following materials or substituted documents issued by the authorized organization in the country of residence or incorporation:</p> <ol style="list-style-type: none"> <li>1. As for legal entity, a state registration certificate and a document certifying the authorized representative without a power of attorney;</li> <li>2. For foreigners and stateless persons, a passport or a substitute document;</li> <li>3. Documents proving that there are no overdue tax and social insurance debts as of the day after the Bid announcement.</li> </ol> <p><i>/If a foreign legal entity submits a bid, the aforementioned document must be attached to its Bid along with a consular guarantee or an apostille./</i></p>
<p><b>ITB 16.4</b></p>	<p>Each member of the joint venture shall submit the documents specified in ITB 16.1 and 16.2.</p>
<p><b>ITB 17.4</b></p>	<p>In the case of participating in the Bid selection as a joint venture, the representative member of the joint venture shall meet more than 40% of the capability and experience requirements specified in Financial capability requirements (ITB 18.1), Technical capability and experience requirements (ITB</p>





	<p>19.1), and each members of the joint venture must meet 25 percent or more of the requirements.          - Submit a detailed Bidder introduction.</p>										
<b>ITB 18.1</b>	<p>Financial capability requirements: "Required".</p> <p>1. Amount of sales revenue: The total amount of sales revenue reflected in the financial statements of the Bidder in any of the years 2021, 2022, 2023 must be at least 100% of the approved budgeted cost. (If the financial statements for 2023 are in the process of being verified, the audited statements for 2020, 2021, and 2022 should be submitted along with relevant explanations.)</p> <p>2. Amount of liquid capital: The amount of liquid capital of the Bidder must not be less than 30% of the approved budget cost.</p> <p>3. Requirement related to debt: There shall be no overdue loan debts to banks and financial institutions as of the day after the Bid announcement.  <i>/If a foreign legal entity submits a bid, the aforementioned document must be attached to its bid along with a consular guarantee or an apostille./</i></p>										
<b>ITB 18.2</b>	<p>Documents supporting the financial capability review:</p> <p>1. Audited financial statements of the last 3 years are required as the sales revenue information shall be verified from the Bidder's financial statements.</p> <p>2. The total amount of liquid assets shall be determined by the sum of the following criteria or one of them:</p> <ul style="list-style-type: none"> <li>- The amount of liquid assets included in the financial statements of 2021, 2022 and 2023;</li> <li>- Bank account balance of the Bidder;</li> <li>- Loan references with amount that can be obtained from banks or other financial institutions /references that does not impose actual financial obligation to the bank, such as the one that is reviewable, will not be taken into account in the evaluation/.</li> </ul> <p>3. The entity providing credit information services specified in Section 4.1.5 of the Law on Credit Information shall submit the "Reference of Credit Database" with a verifiable QR code obtained after the Bid announcement date. In case the reference states the unpaid loan information is "Irregular", it shall be a reason for rejection. ("Reference of Credit Database" can be accessed at <a href="http://www.sainscore.mn">www.sainscore.mn</a> and <a href="http://www.burenscore.mn">www.burenscore.mn</a>. The bank reference shall not be taken into account in the evaluation.)  <i>/If a foreign legal entity submits a Bid, the mentioned documents issued by the authority of the country of incorporation or a document equivalent to the aforementioned document must be attached to its Bid along with a consular guarantee or an apostille./</i></p>										
<b>ITB 19.1</b>	<p>Requirements for technical capacity and experience:</p> <p>1. Service provider key personnel: "Required".</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">№</th> <th style="width: 30%;">Key personnel</th> <th style="width: 5%;">ea</th> <th style="width: 30%;">Education, professional capability</th> <th style="width: 30%;">Experience</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Project team director</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Possess a bachelor's degree or higher in the pertinent field to execute the role (hold a specialized degree or higher)</td> <td> <ul style="list-style-type: none"> <li>- Possession of PMP certification for over 10 years.</li> <li>- A minimum of 15 years of professional experience as a Project Director or Project Manager.</li> <li>- At least 10 years of experience in an international setting.</li> </ul> </td> </tr> </tbody> </table>	№	Key personnel	ea	Education, professional capability	Experience	1	Project team director	1	Possess a bachelor's degree or higher in the pertinent field to execute the role (hold a specialized degree or higher)	<ul style="list-style-type: none"> <li>- Possession of PMP certification for over 10 years.</li> <li>- A minimum of 15 years of professional experience as a Project Director or Project Manager.</li> <li>- At least 10 years of experience in an international setting.</li> </ul>
№	Key personnel	ea	Education, professional capability	Experience							
1	Project team director	1	Possess a bachelor's degree or higher in the pertinent field to execute the role (hold a specialized degree or higher)	<ul style="list-style-type: none"> <li>- Possession of PMP certification for over 10 years.</li> <li>- A minimum of 15 years of professional experience as a Project Director or Project Manager.</li> <li>- At least 10 years of experience in an international setting.</li> </ul>							



	2	Project deputy director	1	Have a bachelor's degree or higher in the relevant field to perform the service (have a specialized degree or higher)	<ul style="list-style-type: none"> <li>- Minimum of 15 years of experience working as a project manager.</li> <li>- At least 10 years of experience in an international environment, serving as a project leader, project manager, or team leader.</li> </ul>
	3	Project manager	1	Have a bachelor's degree or higher in the relevant field to perform the service (have a specialized degree or higher)	<ul style="list-style-type: none"> <li>- A minimum of 15 years of working experience in the relevant field of railway planning, engineering, and implementation.</li> <li>- Possess a minimum of 10 years of experience in an international environment, serving as a project leader, project manager, or team leader, with a focus on projects of a comparable scale.</li> </ul>
	4	Project coordinator	1	Have a bachelor's degree or higher in the relevant field to perform the service (have a specialized degree or higher)	<ul style="list-style-type: none"> <li>- Must have a minimum of 5 years of professional experience in relevant projects.</li> </ul>
	5	Design team leader	1	Have a bachelor's degree or higher in the relevant field to perform the service (have a specialized degree or higher)	<ul style="list-style-type: none"> <li>- Minimum of 10 years of experience working on railway and subway planning or engineering-related projects.</li> <li>- 5 or more years of experience as a project leader, project manager, or team leader in similar projects.</li> </ul>
	6	Construction supervision team leader	1	Have a bachelor's degree or higher in the relevant field to perform the service	<ul style="list-style-type: none"> <li>- Must have a minimum of 10 years' experience in railway and subway planning or engineering projects, with 5 or more years of experience as a project leader, project manager, or team leader in similar projects.</li> <li>- Must have fulfilled the role of an engineer or qualified engineer in at least once in a metro project or a project of comparable scale.</li> </ul>
	7	Transport Oriented Development (TOD) Specialist	1	Have a bachelor's degree or higher in the relevant field to perform the service	<ul style="list-style-type: none"> <li>- Minimum of 10 years of experience as a Transport Oriented Development Specialist or in an equivalent role.</li> <li>- Must have worked in similar projects for 5 or more years.</li> </ul>



	8	Procurement specialist	1	Have a bachelor's degree or higher in the relevant field to perform the service	- A minimum of 10 years of professional experience as a procurement specialist, contract specialist, or in an equivalent role.
	9	Railway senior engineer	1	Have a bachelor's degree or higher in the relevant field to perform the service	- A minimum of 10 years of work experience as a railway construction engineer - 5 or more years of experience in at least 3 railways or projects of similar scale.
	10	Quality control engineer	1	Have a bachelor's degree or higher in the relevant field to perform the service	- A minimum of 10 years of experience as a quality control engineer or specialist. - Must have worked in similar projects for 5 or more years.
	11	Cost control manager	1	Have a bachelor's degree or higher in the relevant field to perform the service	- A minimum of 10 years of experience in the field of cost control management. - Must have worked in similar projects for 5 or more years.
	12	Financial control manager	1	Have a bachelor's degree or higher in the relevant field to perform the service	- A minimum of 10 years of experience as a financial control manager or in an equivalent role. - Must have worked in similar projects for 5 or more years.
	<p>2. Main and auxiliary equipment for the service: "Required"</p> <p>3. Experience in providing similar services: "Required"</p> <p>In the past 10 years, the participant must have provided management consulting services as the main contractor for construction supervision and design supervision of large-capacity public transport subway projects, encompassing both underground and above-ground structures, on at least 3 occasions. Additionally, one project currently in progress may be submitted for consideration for a similar service.</p> <p>4. Requirement regarding the contract being implemented and authorized to be implemented: "Required"</p> <p>The participant is required to complete and submit information on the contract being executed and authorized to execute, as outlined in Form 4 specified in Chapter V of this Bidding document.</p> <p><i>/If a foreign legal entity submits a Bid, the above-mentioned document issued by the competent authority of the country of incorporation or a document equivalent to the above-mentioned document must be attached to its Bid with a consular guarantee or an apostille./</i></p>				
<b>ITB 19.2</b>	<p>Documentation of technical capacity and experience requirements:</p> <p>1. The Bidder shall submit the following documents related to human resources:</p> <ul style="list-style-type: none"> <li>- Bidders must fill and submit information on human resources in accordance with Form 7 specified in Chapter V of the Bidding document.</li> </ul>				



- The list of engineers and technicians shall be prepared according to the form and appointed by the director to work on the project.
- Fill and submit the standard curriculum vitae (CV) of the proposed employee in accordance with Form 8 specified in Chapter V.
- For Mongolian citizens, submission of a copy of the diploma is not required. The verification process shall be conducted through the "State Information Exchange KHUR System" of the Ministry of Education and Science. It is imperative to ensure that information regarding the higher education diplomas of engineers and technical personnel is registered in the "Unified State Service System (E-Mongolia)". In case of any discrepancies, it is required to contact the Department of Information Technology and Statistics of the Ministry of Education and Culture before the Bid opening and rectify the information in the higher education management information system. Failure to register the information may result in rejection of the Bid. Please refer to the link for instructions on checking information from the Unified State Service System (E-Mongolia): <https://bit.ly/3J1QmHZ>. If the proposed employee graduated from a foreign country, a copy of the diploma must be submitted along with a translation.

*/If a foreign legal entity submits a Bid, a copy of a diploma and a valid professional certificate of an employee with a qualified and consultant status along with the workforce list must be attached to its Bid with a consular guarantee or an apostille./*

Human resources to provide services must meet the following requirements:

- At least 50% of the required engineers and technicians must possess a FIDIC certificate;
- At least 5 of the required engineers and technicians must have PMP certification.

*/If a foreign legal entity submits a Bid, a valid professional certificate of an employee with a qualified and consultant status along with the workforce list must be attached to its Bid with a consular guarantee or an apostille./*

2. The list of equipment required to perform the work shall be submitted in accordance with Form 9 of Chapter V of the Bidding documents.

3. Submit the following documents to prove the experience of providing similar services. It includes:

Please provide information prepared in accordance with Forms 2 and 3 of Chapter V regarding contracts for similar services performed during the specified period to demonstrate the participant's experience. Additionally, submit documents to substantiate the provided information. It includes:

- A copy of the work contract;
- An employment contract;
- The client's statement or performance report of the work in progress, submitted for consideration for similar services



	<p>Similar services encompass management consulting services for both construction supervision and design supervision within the High Capacity Public Transport Metro project.</p> <p><i>/If a foreign legal entity submits a Bid, the above-mentioned document issued by the competent authority of the country of incorporation or a document equivalent to the above-mentioned document must be attached to its Bid with a consular guarantee or an apostille./</i></p>
<b>ITB 19.3</b>	Special license/permit: <b>"No special license or permit is required"</b>
<b>ITB 19.31</b>	<p>An official letter confirming that the proposed service meets the requirements of the technical specification (work task) shall be submitted to the Bid.</p> <p>Presentation on service delivery work program and methodology shall be submitted according to Form 5.</p> <p>Schedule of services shall be submitted according to Form 6.</p>
<b>ITB 21.4</b>	The price offered by the participant during the implementation of contract: <b>"Adjustable"</b>
<b>ITB 24.1</b>	<p>Bid security amount: 909,675,000 (nine hundred nine million six hundred seventy-five thousand) MNT</p> <p>If a foreign entity obtains the security from a foreign bank, it shall be submitted in accordance with Section 4 of the "Procedures for Providing Security and Generating Revenue in Procurement", the appendix to the Resolution No. A/252 of the Minister of Finance of Mongolia dated December 25, 2023.</p>
<b>ITB 24.4</b>	In the case of a joint venture, an authorized member shall submit a bid security.
<b>D. SUBMISSION AND OPENNING OF THE BID</b>	
<b>ITB 25.3</b>	<p>An interested entity must send the Bidding materials electronically through the electronic system of public procurement at <a href="http://www.tender.gov.mn">www.tender.gov.mn</a>. The followings shall be considered in order to send materials through the electronic system:</p> <ol style="list-style-type: none"> <li>1. It is required to create a registration in the <a href="http://www.tender.gov.mn">www.tender.gov.mn</a> system under the name of your company.</li> <li>2. Bidders must confirm their bids electronically with a digital signature.</li> <li>3. The digital signature is issued by following certifying organizations MonPass SA LLC (website: <a href="http://www.monpass.mn">www.monpass.mn</a>, phone: +976 18002535) or Tridum key LLC (website: <a href="http://www.tridumkey.mn">www.tridumkey.mn</a>, phone: +976 70120722).</li> </ol>
<b>ITB 25.5</b>	<p>List of documents to be disclosed to the Bidders:</p> <p>Documents and information specified in Article 22.6 of the Law on the Purchase of Goods, Works, and Services with State and Local Property Funds (Revised) must be disclosed and submitted.</p> <p>If a Bidder submits information regarding sensitive personal data as specified in Article 22.5 of the Law without disclosure, a notification specified in Article 22.6.3 of the Law must be submitted without disclosure as specified in Form 10 of</p>



	Chapter V. All materials submitted confidentiality will be considered grounds for rejection.
<b>ITB 26.1</b>	The deadline for submission of Bids: Date: <b>May 03, 2024</b> Time: <b>14:00 PM (GMT +8 Ulaanbaatar) - time of electronic system of the State Procurement Department.</b>
<b>ITB 26.2</b>	The Bid opening will take place through the electronic procurement system within the specified period. Subsequently, the opening details will be communicated to the Bidder via the same electronic procurement system. Date: May 03, 2024 Time: The time of electronic system of The State Procurement Department, 14.10 pm (GMT +8 Ulaanbaatar) Location for the Bid opening: Conference room "A" at the Governor's Office of the Capital City, Ulaanbaatar.
<b>E. BID REVIEW AND EVALUATION</b>	
<b>ITB 31.1</b>	Whether to set the basic criteria for Bid evaluation differently from the comparable price: <b>"No"</b>
<b>F. NOTIFICATION OF AWARD AND AWARD OF CONTRACT</b>	
<b>ITB 36.1</b>	Whether successful Bidder shall submit Performance Guarantee: <b>"Yes"</b> In accordance with Article 42.1, Section 42 of the Law on Procurement of Goods, Works, and Services with State and Local Property Funds, if the estimated Bid cost exceeds MNT 100 million, a performance guarantee shall be submitted to ensure compliance with contractual obligations.
<b>ITB 38.1</b>	The terms specified in the Consulting Services Agreement (White Book, 2017) issued by the International Federation of Consulting Engineers (FIDIC) shall be applied, and the Bidder shall prepare and submit Appendices 2, 3, 4, 5, and 6 of the Contract Confirmation Form in Chapter VI.
<b>ITB 38.2</b>	If it is considered necessary to amend the contractual conditions specified in Chapter VI of the Bidding documents, proposals can be submitted in writing.



### SECTION III. TECHNICAL SPECIFICATIONS AND REQUIREMENTS

*(For the technical specification of the project, please refer to the “Feasibility Study” section on the State Procurement Electronic System at [www.tender.gov.mn](http://www.tender.gov.mn))*



*For translation inquiries, kindly contact Ariunzaya G at [ariunzayatranslator@yahoo.com](mailto:ariunzayatranslator@yahoo.com).*



**SECTION IV. ADDITIONAL CRITERIA FOR BID EVALUATION**

(Corresponding criteria will not be used for Bid evaluation)



*For translation inquiries, kindly contact Ariunzaya G at [ariunzayatranslator@yahoo.com](mailto:ariunzayatranslator@yahoo.com).*

## SECTION V. STANDARD BIDDING FORM

### Form 1. Bid Submission Form

[date]

To [Client name]

We [Bidder's name] are submitting this Bidding document (hereafter referred to as "Bid") for the [Bidding name and number] announced by your organization in the amount of [Bid price without reduction in numbers and letters] according to the schedule specified in the Bidding document and confirming the conditions below:

1. Participate in the Bid with acceptance of the Bidding documents and the conditions of the contract specified therein (General Contract Conditions, Special Conditions, Contract Confirmation Form).
2. The Bidder and its member of the joint venture are not subject to any conditions prohibited by law with respect to participation in the procurement and the following conditions:
  - 2.1. The conditions specified in Clauses 7.1 and 7 of the Law on the Procurement of Goods, Works and Services with State and Local Property Funds have not occurred;
  - 2.2. The shareholder, its ultimate owner, asset owner, partner, or an enterprise who performs these functions is not an individual who has held or holds a position specified in Clauses 20.2 and 20 of the Law on the Regulation of Public and Private Interests and Prevention of Conflict of Interest in Public Service or engaged to it;
  - 2.3. No benefits are provided to officials working in the Client's management, monitoring and administration.
  - 2.4. The Bidder's representative is not subject to the restrictions specified in Clauses 21.1.3 and 21 of the Law on Regulation of Public and Private Interests and Prevention of Conflict of Interest in Public Service.
3. The Client is hereby granted the right to obtain documentation and information related to the Bid from the relevant personnel.
4. Price reduction [write "shall be proposed" or "shall not be proposed"] in the Bid. [If a price reduction is proposed, write down the conditions and methods of usage].
5. Bids shall be valid for [30 or more days] days after the Bid opening as specified in the Bidding document.<sup>1</sup>
6. In case of violation of ITB 6, 13.4 and 17.1, or if false documents and information are submitted to the Bid, it is accepted that the Bid shall be considered fraudulent.

<sup>1</sup> If the Bid shall be organized by the pre-procurement procedure, "5. Replace with "The Bid is valid for an indefinite period according to the Bidding documents."



7. We confirm that the proposed services in the Bid are free of intellectual property violations, rights and physical defects.
8. It is hereby agreed that the Bid may be disclosed to other Interested parties in accordance with the relevant regulations and the Client is fully released from any obligation to keep the Bid confidential.

***[Name, position, signature, stamp and seal of the individual authorized to represent the Bidder without a power of attorney, or the individual authorized by the Bidder]:***

***Address:***



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**Form 2. Contract information in provision of similar services:**

Contract name	Client name, address, contact details	Budget cost	Duration /started, completed/

**Form 3. Detailed information on the similar contract**

Bidder's name: *[to be completed by each member of the joint venture for each completed contract].*

1.	Client name
2.	Contract name
3.	Contract number
4.	Contract date
5.	Contract termination date
6.	Contract amount
7.	Address and location of contract
	Please choose the one option that may apply: <input type="checkbox"/> Primary supplier <input type="checkbox"/> Member of joint venture <input type="checkbox"/> Subcontractor



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**Form 4. Contract information that are being implemented and authorized to be implemented**

Contract name	Client name, address, contact details	Budget cost	Contract start date	Expected performance percentage, in monetary value	Completion date

**Form 5. Introduction to the provision of services program and methodology**

Introduction to the methodology for performing tasks described in the technical specification and submission of proposals and recommendations for the tasks.

(Should be drafted and submitted according to "**Appendix 6**" of the Contract confirmation form)

**Form 6. Schedule for the provision of services**

A schedule for the provision of services shall be drafted and submitted in accordance with the tasks specified in the technical specification.

(Should be drafted and submitted according to "**Appendix 4**" of the Contract confirmation form)

**Form 7. Human resources information**

Position	Employee name	Education, professional skills	Total work experience, in years	Experience in the position, in years



For translation inquiries, kindly contact Ariunzaya G at [ariunzayatranslator@yahoo.com](mailto:ariunzayatranslator@yahoo.com).

## Form 8. Standard curriculum vitae (CV) of the proposed employee

Position offered:

Full name:

Occupation:

Date of birth:

Years of service in the organization:

Citizenship: \_\_\_\_\_

Membership of professional associations:

Responsibilities:

Skills:

*[Brief experience and training in the field of responsibility. Specify the work, duration and location of the same type of consulting services performed in the past. The information should be written on a half-page.]*

---

Education:

*[Include the employee's university, college, and other professional education status, names of schools, dates attended/completed, and academic degrees defended. The information should be written on a quarter of the page.]*

Work experience:

*[Write work experiences in reverse order, starting from the present. Write the names of all positions held since graduation, length of employment, employer organization, and location. Write the duties and services performed for the last 10 years of experience and attach customer references if necessary. The information should be written on 2 pages.]*

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Language skills:

*[The level of language skills is determined as excellent, good, average or poor for each of speaking, reading and writing.]*

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Confirmation:

I hereby certify that the above information is an accurate representation of my knowledge, skills and experience.

Surname, first name and signature of the employee: \_\_\_\_\_

Date: \_\_\_\_\_

Surname, first name and signature of the authorized personnel: \_\_\_\_\_

Date: \_\_\_\_\_



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**Form 9. Basic and technical equipment information**

Name and purpose of machinery and equipment	Capacity	Quantity	<i>[Write either "Owned" or "Rented"]</i>

**Form 10. List of confidential documents and information**

		Confidential documents and information	Legal basis for sensitive personal information
1.			
2.			
3.			
4.			
5.			



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## Form 11. XI General requirements compliance statement

[date]

To [Name of the Client]

We [Name of Bidder] hereby declare that our proposal fully complies with the general requirements specified in the Bidding documents for the Bid [Name and number of Bid] announced by your organization.

1. We hereby certify that none of our company, members of the Board of Directors, all other members of the joint venture, and subcontractors are in any of following circumstances:
  - .1. is bankrupt, liquidated, ceased operations, been subject to a court judgement, had a receiver appointed, has been restructured, or is not in the similar circumstances.
  - .2. has been convicted by a final judicial or administrative decision by the United Nations or the European Union for participating in money laundering, organized crime, child labor, human trafficking, or has been punished with financial sanctions; these disqualifying conditions or criteria also extend to individuals or entities that hold or control a majority of the shares of those subject to the aforementioned punishments and sanctions.
  - .3. a contract has not been terminated prematurely within the past five years due to partial or complete non-fulfillment of obligations, except that disputes regarding contract termination remain unresolved and our culpability has not been fully established.
  - .4. has failed to adhere to tax payment obligations under the laws and regulations of the registered country of operation, or the country of operation of the unit implementing the project.
  - .5. if the Bidder is blacklisted by the World Bank or other multilateral development banks and was published at <http://www.worldbank.org/debarr> (if it is blacklisted the Bidder shall provide supporting documents that it is not associated with the activities specified in the blacklist for the work to be carried out under this contract and it is required to prove that certain precautions have been taken); was accused of providing false statements and guarantees submitting any information required by the unit implementing the project while participating in any procurement process.

Was selected for projects and events funded by international organizations (such as ADB, WB, AIIB, JICA, and KfW) and did not breach any contractual obligations.

- .6. The Bidders who fail to adhere to Mongolia's international agreements and are subject to trade embargoes are ineligible to submit Bids.
  - .7. Has been registered in the risk management information register approved by the United Nations Security Council.
2. The implementation of the Bidding process and the relevant contract:



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- 2.1. Our company, joint venture members, and subcontractors have not engaged in any illegal acts, will not commit illegal acts during the execution of the contract.
- 2.2. Within the framework of this agreement, our company, joint venture members, and the subcontractors shall refrain from acquiring, providing, or utilizing any products and equipment banned by the UN (United Nations) and the European Union.
3. Within the framework of this agreement, our major suppliers and subcontractors shall adhere to international environmental and labor standards and strictly follow the laws and regulations of the respective country, International Labor Organization (ILO) and environmental regulations.

Furthermore, we will take measures to reduce environmental and social risks as set out in relevant environmental and social management plans and similar documents, and in any case we will take measures to prevent sexual exploitation, abuse and gender-based violence..

4. In case of granting the right to enter into a contract, we, along with all members of the joint venture and subcontractors, shall (i) furnish pertinent information as needed regarding the Bidding process and contract implementation, (ii) agrees to allow and provide access to relevant accounts, records and documents, conduct unannounced inspections and access to work sites and related projects to the Client, or their designated representatives.
5. In case of granting the right to enter into a contract, we, along with all of joint venture members and subcontractors, agree to retain the above records and documents in accordance with applicable laws, and in any event for at least six years after the full performance or termination of the Contract. Financial transactions and reports shall be audited in accordance with applicable laws and regulations. Additionally, the information and data (including personal data) that we have collected and processed concerning our contracting and Bidding activities shall with the laws enforced by the Client.

***[Name, position, signature, entity seal or stamp  
of the person empowered to represent without a  
power of attorney , or the person authorized by  
him/her]***

**Address:**



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## SECTION VI. CONDITIONS OF CONTRACT

(In the second phase of the Bid selection, the terms specified in the Consulting Services Agreement (White Book, 2017) issued by the International Federation of Consulting Engineers (FIDIC) shall be applied)

### AGREEMENT FORM

***[Write the Bidding name] contract.***

Number No. ***[Write the Bidding number]***

..... city/province

On the one hand, ***[insert the name of the Client]*** (hereinafter referred to as the "Client") and on the other hand ***[insert the name of the Consultant]*** (hereinafter referred to as the "Consultant") have accepted the bid submitted by the Consultant and concluded this Agreement under the following terms and conditions as follows:

1. The purpose of this Agreement is to regulate the relationship between the Client and the Consultant and to establish the obligations and responsibilities of the Parties in connection with the provision of consultancy services ("Services" or "Work") to develop the "Metro" public transportation system (referred to as the "Project") in Ulaanbaatar, the capital city of Mongolia.
2. The price of the Services to be performed under this Agreement is ***[write the price specified in the notification of contract award in numbers and letters]*** MNT (hereinafter referred to as the "Contract Price"). The Contract Price shall be lump sum and maximum payment amount. The Contract Price includes all expenses, taxes, and fees to be incurred in providing the Services under this Agreement.
3. Terms of payment: The Client shall pay the Contract Price according to the conditions specified in the Particular Conditions and Appendices of the Agreement, based on the results of the Services and rate of performance of the contractual obligations of the Consultant.
4. The term of Agreement shall commence from the execution date of the Agreement until [...] and until commissioning of the Project as a whole, issuance of performance certificate(s) for works of the Project and completion of EPC contract(s). The Programme and schedule of the Services shall be determined in detail according to the Appendices of the Agreement.
5. The following documents shall be deemed to form and be read and construed as part of the Agreement (referred to as "Contract documents"):
  - 5.1. This Agreement;
  - 5.2. The Special Contract Conditions;
  - 5.3. The General Contract Conditions;
  - 5.4. The Appendices of Agreement;

Appendix 1: Technical Specifications (Scope of Service);



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- Appendix 2: Personnel, Human Resource Plan (Resource Schedule), Equipment and sub-contractors' information;
- Appendix 3: Contract Price breakdown, payment terms and conditions;
- Appendix 4: Programme and Schedule of Services;
- Appendix 5: Deliverables;
- Appendix 6: Method statement;
- Appendix 7: Bank guarantee(s);
- Appendix 8: Insurance requirements.

- 5.5 Notification of Contract Award;
  - 5.6 Consultant Bid submission form.
6. This Agreement constitutes the final agreement between the Parties regarding the provision of the Services described herein. In case of any discrepancy among the Contract documents, it shall be given the order of legal precedence as above.
7. In this Agreement words, definitions and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
8. The parties shall be represented by the following authorized persons in matters related to the implementation of the Agreement:
- 8.1 Authorized person of the Client
    - Last name:
    - First name:
    - Position:
    - Telephone:
    - Mobile:
    - E-mail:
  - 9.1 Authorized person of the Consultant
    - Last name:
    - First name:
    - Position:
    - Telephone:
    - Mobile:
    - E-mail:

ON BEHALF OF THE CLIENT:

[Position, name]  
[Signature] \_\_\_\_\_  
SEAL

ON BEHALF OF THE CONSULTANT:

[Position, name]  
[Signature] \_\_\_\_\_  
Information on authorization  
SEAL



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## THE APPENDICES OF AGREEMENT



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## APPENDICES OF AGREEMENT

### APPENDIX 2: PERSONNEL, HUMAN RESOURCE PLAN (RESOURCE SCHEDULE), EQUIPMENT AND SUB-CONTRACTOR INFORMATION

**Table 2.1 Human resource information**

№	Position	Location	Regular monthly rate	Overtime rate	Year-1						Year-N						Total manhours		
					Manhour, monthly						Total	Manhour, monthly						Total	
					Month-1		Month-2		Month-N			Month-1		Month-2		Month-N			
					R	O	R	O	R	O		R	O	R	O	R			O
Key personnel																			
1	Project team director	Expat	Home office																
			Site																
2	Project team deputy director	Expat	Home office																
			Site																
3	Project manager	Expat	Home office																
			Site																
4	Project Coordinator	Expat	Home office																
			Site																
5	Key employee - N	Expat	Home office																
			Site																
Key personnel total																			
Non-key personnel																			
1	Engineer 1	Expat/ Local	Home office																
			Site																
2	Engineer 2	Expat/ Local	Home office																
			Site																
3	Engineer N	Expat/ Local	Home office																
			Site																
Non key personnel total																			
Support personnel																			



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1	Employee-1	Expat/ Local	Home office																
			Site																
2	Employee -N	Expat/ Local	Home office																
			Site																
Support personnel total																			
Grand Total																			



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### APPENDIX 3: CONTRACT PRICE BREAKDOWN, PAYMENT TERMS AND CONDITIONS

**Table 3.1 Cost Summary**

Cost type	Year-1													Year -N												
	1	2	3	4	5	6	7	8	9	10	11	12	Total	1	2	3	4	5	6	7	8	9	10	11	12	Total
Labor cost																										
Reimbursable costs																										
Provisional costs																										
Contingency costs																										
Cost-N																										
Total																										

- Note:**
- Labor cost shall be input from Table 3.2;
  - Reimbursable Expenses shall be input from Table 3.5;
  - Provisional shall be input from Table 3.6;
  - Include other necessary expenses.



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**Table 3.2: Human resource-related costs**

№	Position		Location	Regular monthly rate	Overtime rate	Year-1						Year-N						Total man hours	Yearly labor cost	Allowances	Flight	Total	
						Manhour monthly						Manhour monthly											Total
						Month-1		Month-2		Month-N		Month-1		Month-2		Month-N							
						R	O	R	O	R	O	R	O	R	O	R	O						
<b>Key personnel</b>																							
1	Project team director	Expat	Home office																				
			Site																				
2	Project team deputy director	Expat	Home office																				
			Site																				
3		Expat	Home office																				
			Site																				
<b>Key personnel total</b>																							
<b>Non key personnel</b>																							
1	Engineer 1	Expat/Local	Home office																				
			Site																				
2	Engineer N	Expat/Local	Home office																				
			Site																				
<b>Non-key personnel total</b>																							
<b>Support personnel</b>																							
1	Employee-1	Expat/Local	Home office																				
			Site																				
			Site																				
<b>Support personnel total</b>																							
<b>Grand total</b>																							

**Note:** - In this table, Key personnel, non-key personnel, Support personnel regular (R) monthly rates, and overtime (O) rates will be entered.  
 - Enter the regular monthly man hours and overtime monthly man hours  
 - The annual amount of the total salary is calculated by adding together the calculation of regular hours and overtime.  
 - In the benefits section, calculate the allowances for housing, food, etc. for each position.  
 - Include the cost of flights for business.



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- Include other necessary expenses.

**Table 3.3: Personnel input by project phases**

(The tenderer will submit the information mentioned in this appendix as a proposal in the tender document and will be finalized during the contract negotiation stage)

No	Phase	Name	#	Abbr	Service	Total man hours	Key personnel	Project team director	Project team deputy director	Key employee 1	Non-key personnel	Engineer 1	Engineer 2	Support personnel	Office Manager	Translator					
D.0	Inception phase	Project Management Consulting Inception Phase	1	AS	Administrative Services																
			2	PMS	Project Management Services																
			3	PS	Procurement Services																
D.1	Phase-1	Preparation of conceptual design studies and EPC tender documents	1	AS	Administrative Services																
			2	PMS	Project Management Services																
			3	DS	Design services																
			4	SES	Social and Environmental Services																
			5	PS	Procurement Services																
			6	LFS	Legal and Financial Services																
			7	KTS	Knowledge Transfer Services																
D.2	Phase-2	Initiation of EPC contractor procurement service	1	AS	Administrative Services																
			2	PMS	Project Management Services																
			3	CSS	Construction Supervision Service																
			4	SES	Social and Environmental Services																



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		5	LFS	Legal and Financial Services															
		6	KTS	Knowledge Transfer Services															
		7	OM S	O&M Training Services															
D.3	Phase-3	Construction Supervision service	1	AS	Administrative Services														
			2	PMS	Project Management Services														
			3	CSS	Construction Supervision Service														
			4	SES	Social and Environmental Services														
			5	PS	Procurement Services														
			6	LFS	Legal and Financial Services														
			7	KTS	Knowledge Transfer Services														
			8	OM S	O&M Training Services														
D.4	Phase-4	Operation and Maintenance Training service	1	AS	Administrative Services														
			2	PMS	Project Management Services														
			3	CS	Construction Service														
			4	PS	Procurement Services														
			5	LFS	Legal and Financial Services														
			6	KTS	Knowledge Transfer Services														
			7	OM S	O&M Training Services														
D.5	Phase-5		1	AS	Administrative Services														



Project Commissioning and commencement of operations	2	PMS	Project Management Services											
	3	EPS	Engineering preparatory Services											
	4	PS	Procurement Services											
	5	LFS	Legal and Financial Services											
	6	KTS	Knowledge Transfer Services											

**Note:** - In this table, the input of each personnel shall be assigned to each stage of the project.



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**Table 3.4: Weight of each project phase**

(The tenderer will submit the information mentioned in this appendix as a proposal in the tender document and will be finalized during the contract negotiation stage.)

№	Phase	Name	#	Abbr	Service	Months	Date	Weight	Payment schedule
D.0	Inception phase	Project Management Consulting Inception Phase	1	AS	Administrative Services	1	2024/06		
			2	PMS	Project Management Services				
			3	PS	Procurement Services				
D.1	Phase-1	Preparation of conceptual design studies and EPC tender documents	1	AS	Administrative Services	6	2024/7		
			2	PMS	Project Management Services				
			3	DS	Design services				
			4	SES	Social and Environmental Services				
			5	PS	Procurement Services				
			6	LFS	Legal and Financial Services				
			7	KTS	Knowledge Transfer Services				
D.2	Phase-2	Initiation of EPC contractor procurement service	1	AS	Administrative Services	6	2025/02		
			2	PMS	Project Management Services				
			3	CSS	Construction Supervision Service				
			4	SES	Social and Environmental Services				
			5	LFS	Legal and Financial Services				
			6	KTS	Knowledge Transfer Services				
			7	OMS	O&M Training Services				
D.3	Phase-3	Construction Supervision service	1	AS	Administrative Services	48	2025/09		
			2	PMS	Project Management Services				
			3	CSS	Construction Supervision Service				
			4	SES	Social and Environmental Services				
			5	PS	Procurement Services				
			6	LFS	Legal and Financial Services				
			7	KTS	Knowledge Transfer Services				
			8	OMS	O&M Training Services				



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D.4	Phase-4	Operation and Maintenance Training service	1	AS	Administrative Services	24	2028/09		
			2	PMS	Project Management Services				
			3	CS	Construction Service				
			4	PS	Procurement Services				
			5	LFS	Legal and Financial Services				
			6	KTS	Knowledge Transfer Services				
			7	OMS	O&M Training Services				
D.5	Phase-5	Project Commissioning and commencement of operations	1	AS	Administrative Services		2034/08		
			2	PMS	Project Management Services				
			3	EPS	Engineering 3reparatory Services				
			4	PS	Procurement Services				
			5	LFS	Legal and Financial Services				
			6	KTS	Knowledge Transfer Services				

**Note:** - In this table, for each stage of the project, the weight of the work stage shall be calculated from the total working manhours.

- Include other necessary expenses



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**Table 3.5: Reimbursable costs**

No	Cost	Unit	Qty	Unit price	Total
1	Reimbursable cost				
2	Business travel expenses				
3	International travel expenses				
4	Domestic travel expenses				
5	Communication costs				
6	Office rental				
7	Office expenses				
8	Car expenses				
9	Cost-N				
	Total				

**Note:** - This table includes all types of reimbursable expenses.

- From Table 3.2, enter the total amount of compensation and the total cost of the flight

- Include other necessary expenses.



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**Table 3.6: Provisional costs**

<b>№</b>	<b>Type</b>	<b>Cost</b>	<b>Note</b>
1	Provisional cost		
2	Geotechnical study		
3	Environmental study		
4	Hydrogeological study		
5	Geodetic study		
		Total	

**Note:** - All types of provisional costs are included in this table.

- Include other necessary expenses.



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## APPENDIX 4: PROGRAMME AND SCHEDULE OF SERVICES

**Table 4: Work program and work schedule**

(The tenderer will submit the information mentioned in this appendix as a proposal in the tender document and will be finalized during the contract negotiation stage.)

№	Phase	Name	Service	Year-1				Year-2		Year -N	
				Month-1	Start finish year	Month-2	Start finish year	Month-1	Start finish year	Month-N	Start finish year
				Percentage	Percentage	Percentage	Percentage	Percentage	Percentage	Percentage	Percentage
D.0	Inception phase	Project Management Consulting Inception Phase	Administrative Services (AS)	10%							
			Project Management Services (PMS)								
			Procurement Services (PS)								
D.1	Phase-1	Preparation of conceptual design studies and tender documents	Administrative Services (AS)								
			Project Management Services (PMS)								
			Design services (DS)								
			Social and Environmental Services (SES)								
			Procurement Services (PS)								
			Legal and Financial Services (LFS)								



			Knowledge Transfer Services (KTS)										
D.2	Phase -2	Initiation of EPC contractor procurement service	Administrative Services (AS)										
			Project Management Services (PMS)										
			Procurement Services (PS)										
			Legal and Financial Services (LFS)										
			Design services (DS)										
			Construction Supervision Service (CES)										
			Knowledge Transfer Services (KTS)										
			O&M Training Services (OMS)										
D.3	Phase-3	Construction Supervision service	Administrative Services (AS)										
			Project Management Services (PMS)										
			Construction Supervision Service (CES)										
			Procurement Services (PS)										
			Social and Environmental Services (SES)										



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			Legal and Financial Services (LFS)									
			Knowledge Transfer Services (KTS)									
			O&M Training Services (OMS)									
D.4	Phase-4	Operation and Maintenance Training service	Administrative Services (AS)									
			Project Management Services (PMS)									
			Construction Supervision Service (CES)									
			Procurement Services (PS)									
			Legal and Financial Services (LFS)									
			Knowledge Transfer Services (KTS)									
			O&M Training Services (OMS)									
D.5	Phase -5	Project Commissioning and commencement of operations	Administrative Services (AS)									
			Project Management Services (PMS)									
			Construction Supervision Service (CES)									
			Procurement Services (PS)									



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			Legal and Financial Services (LFS)								
			Knowledge Transfer Services (KTS)								

## APPENDIX 5: DELIVERABLES

Table 5: List of deliverables

№	Deliverable	Content	Due date	Type of information (extension)
1				
2				
3				
4				
5				



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## APPENDIX 6: METHOD STATEMENT

**Table 6: Work methodology**

(The tenderer will submit the information mentioned in this appendix as a proposal in the tender document and will be finalized during the contract negotiation stage.)

№	Phase	Name	#	Abbr	Service	Description	Notes on methodology
D.0	Inception phase	Project Management Consulting Inception Phase	1	AS	Administrative Services	Workplaces for project consultants, recruitment of personnel, etc	
			2	PMS	Project Management Services	Organizational planning and plan development work necessary for the start of the project	
			3	PS	Procurement Services	Selection of domestic subcontractors for preliminary studies	
D.1	Phase-1	Preparation of conceptual design studies and tender documents	1	AS	Administrative Services	Make necessary arrangements according to the project implementation plan phase	
			2	PMS	Project Management Services	Make necessary arrangements according to the project implementation plan phase	
			3	DS	Design services	Develop project concept design	
			4	SES	Social and Environmental Services	Conduct project social and environmental assessment	
			5	PS	Procurement Services	Preparations related to the selection of contractors for construction works	
			6	LFS	Legal and Financial Services	Legal and financial services related to the selection of construction contractors	
			7	KTS	Knowledge Transfer Services	Knowledge sharing and localization services to be carried out according to the project implementation plan phase	
D.2	Phase -2	Initiation of EPC	1	AS	Administrative Services	Services required under the project implementation plan phase	



		contractor procurement service	2	<b>PMS</b>	Project Management Services	Services and planning required under the project implementation plan phase	
			3	<b>PS</b>	Procurement Services	Support in the EPC contract contractor selection process	
			4	<b>LFS</b>	Legal and Financial Services	Legal and financial services according to the project plan phase	
			5	<b>DS</b>	Design services	Develop a transport-oriented development model	
			6	<b>CSS</b>	Construction Supervision Service	Start construction supervision activities according to the plan	
			7	<b>KTS</b>	Knowledge Transfer Services	Knowledge sharing and localization services are to be carried out according to the project implementation plan phase	
			8	<b>OMS</b>	O&M Training Services	Operation and maintenance training services are to be carried out according to the project implementation plan phase	
			D.3	Phase-3	Construction Supervision service	1	AS
2	PMS	Project Management Services				Services and plans required under the project implementation plan phase	
3	<b>CSS</b>	Construction Supervision Service				Carry out construction control activities according to the plan	
4	<b>PS</b>	Procurement Services				Procurement activities as required by the project implementation plan phase	
5	<b>SES</b>	Social and Environmental Services				Provide work and services according to the social and environmental assessment report plan	
6	<b>LFS</b>	Legal and Financial Services				Legal and financial services according to the project plan phase	
7	<b>KTS</b>	Knowledge Transfer Services				Knowledge sharing and localization services are to be carried out according to the project implementation plan phase	
8	<b>OMS</b>	O&M Training Services				Operation and maintenance training services are to be carried out according to the project implementation plan phase	
D.4	Phase-4		1	AS	Administrative Services	Services required according to the project implementation plan phase and work	



						services required according to the operation and maintenance schedule	
		Operation and Maintenance Training service	2	PMS	Project Management Services	Services and plans required under the project implementation plan phase	
			3	CSS	Construction Supervision Service	Carry out construction control activities according to the plan	
			4	PS	Procurement Services	Procurement activities as required by the project implementation plan phase	
			5	LFS	Legal and Financial Services	Legal and financial services according to the project plan phase	
			6	KTS	Knowledge Transfer Services	Knowledge sharing and localization services to be carried out according to the project implementation plan phase	
			7	OMS	O&M Training Services	Operation and maintenance training services to be carried out according to the project implementation plan phase	
D.5	Phase -5	Project Commissioning and commencement of operations	1	AS	Administrative Services	Services required under the plan phase related to project handover	
			2	PMS	Project Management Services	Services required for commissioning and commissioning as per the project implementation plan phase	
			3	CSS	Construction Supervision Service	Construction supervision activities, preparation for acceptance, work services according to approved plans	
			4	PS	Procurement Services	Procurement activities as required by the project implementation plan phase	
			5	OMS	O&M Training Services	Legal and financial services required during project commissioning and handover	
			6	KTS	Knowledge Transfer Services	Knowledge sharing and localization services to be carried out according to the plan for the commissioning and delivery phase of the project	

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**Part A References from Clauses in the General Contract Conditions (GCC):**

<b>1.1</b>	<b>Defintions</b>	
<b>1.1.4</b>	Client's Representative	Name: _____ Position: _____ _____
<b>1.1.5</b>	Commencement date	The date on which the Agreement has been executed.
<b>1.1.8</b>	Consultant's Representative	Name: _____ Position: _____ _____
<b>1.1.9</b>	Country	Mongolia
<b>1.1.22</b>	Project	A project to build a large-capacity public transportation "Metro" in Ulaanbaatar, the Capital city of Mongolia
<b>1.1.24</b>	Time for Completion	From the execution date of the Agreement until [...], commissioning of the Project as a whole, issuance of performance certificate(s) for works of the Project and completion of EPC contract(s) (whichever occurs later).
<b>1.3</b>	<b>Notices and other Communications</b>	
<b>1.3.1 (c)</b>	Communication	[Email specified in the Agreement is acceptable.]
<b>1.3.1 (d)</b>	Address for communications	
	Client's address:	
	Email:	
	Facsimile number:	
	Consultant's address:	
	Email:	
	Facsimile number:	
<b>1.4</b>	<b>Law and Language</b>	
<b>1.4.1</b>	Law governing Agreement	The laws and regulations of Mongolia



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1.4.2	Ruling language of Agreement	Mongolian and English (in the event of discrepancies Mongolian language shall prevail)
1.4.3	Language for communications	Mongolian and English (in the event of discrepancies Mongolian language shall prevail)
1.8	<b>Confidentiality</b>	
1.8.3	Period for expiry of confidentiality	five (5) years
1.9	<b>Publication</b>	
1.9.1	<b>Publication restrictions</b>	Publication shall be subject to approval of the Client
3.9	<b>Construction Administration</b>	Included in the Services
7.4	<b>Third Party Charges on Consultant</b>	Exemptions do not apply. This provision has been deleted.
8.2	<b>Duration of Liability</b>	
8.2.1	Duration of Liability	Three (3) years
8.3	<b>Limit of Liability</b>	
8.3.1	Limit of Liability	100% of the Contract Price
9	<b>Insurance</b>	
9.1.1	<b>Insurances to be taken out by Consultant</b>	The Client shall require the Consultant to be insured by the insurance specified in parts (a) to (d) and the professional liability insurance in accordance with the special requirements specified in (e), at a value not less than the value of the Agreement, by an internationally reputable insurance organization recognized by the Client.
	Professional Liability Insurance	Insurance amount [100% of the Contract Price]
	Public Liability Insurance	Insurance amount [10% of the Contract Price]
10	<b>Dispute and Arbitration</b>	Deleted.



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**Part B Additional and Amended Clauses to the General Conditions (GCC):**

<p>2.1 Information</p>	<p>Delete the existing Sub-Clause 2.1.2 and replace with the following:  The Consultant acknowledges and agrees that neither the Client nor any of its affiliates are making any representation or warranty as to the accuracy or completeness of any of the information or report furnished hereunder to the Consultant or any of its Representatives and the Consultant shall verify their accuracy before they are used. If the Consultant finds any mistakes in the information provided by the Client, the Consultant shall inform the Client and correct any inaccurate or incomplete information in a reasonable time.  Delete Sub-Clause 2.1.3 in its entirety.</p>
<p>2.2 Decisions  2.2.1</p>	<p>Add the following after the end of Sub-Clause 2.2.1:  Notwithstanding approval or review of the Client, the Consultant shall be fully responsible for the decisions or approvals under this Agreement.</p>
<p>2.3 Assistance</p>	<p>Add the following after the end of Sub-Clause 2.3.1:  The Consultant acknowledges and agrees that neither the Client nor any of its affiliates are making any warranty as to the achievement or positive result of any of the assistance provided hereunder and the Consultant shall be responsible or liable for costs and taxes or commissions incurred by the Client for these assistances.</p>
<p>2.4 Client's financial arrangements</p>	<p>Delete Sub-Clause 2.4.1 in its entirety and add the following:  It will be financed from the capital city budget.  Delete Sub-Clause 2.4.2 in its entirety.</p>
<p>3.3 Standard of Care</p>	<p>Delete Sub-Clause 3.3.1 in its entirety and add the following:  The Consultant shall be fully responsible for adequate, punctual, accurate, consistent, and efficient performance of his obligations for the Services, construction supervision of the Project and all of the works and services hereunder and liable for rectifying errors, omissions, inconsistency, inadequacy, and other defects found in his performance.</p>
<p>3.7 Changes in Consultant's personnel</p>	<p>Delete the existing Sub-Clause 3.7 and replace with the following:  If it is necessary to replace any of the Personnel provided by the Consultant, the Consultant shall arrange for replacement by a person who is equal to or better than that the Personnel in regard to his/her qualifications, skills, and experiences, as soon as possible. However, the Consultant shall not make any such replacement without prior written approval of the Client which will be subject to submission of CV's and documentary evidence of professional and technical qualifications in accordance with Appendix 3 [Personnel, Human Resource Plan (Resource Schedule), Equipment and sub-contractor information].  If the Client considers that any of the Consultant's Personnel does not perform satisfactorily to the Client or is involved in misconduct and illegal activities, then the Consultant shall remove immediately and replace such Personnel under the Client's request. If necessary, the Client may change</p>



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	<p>the Resource Schedule and reduce the number of the Consultant's personnel depending on the Consultant's performance and Project requirements.</p> <p>All cost of any replacement, changes or reduction shall be borne by the Consultant despite of reasons of the action. Notwithstanding approval or consent by Client, the Consultant shall be fully responsible for performance of its Personnel.</p>
4.4 Delays	<p>Add the following at the end of Clause 4.4.1:</p> <p>... except where such delays have resulted from any breach or failure by the Consultant of any of his obligations hereunder including, but not limited to, his obligations to monitor and report the timely execution of the works and services of the contractors of the Project in accordance with their respective time schedules.</p>
6.1 Suspension of Services	<p>Change "7 days" in the Sub-Clause 6.1.2 to "28 days":</p> <p>Delete Sub-section 6.1.2 c).</p>
7.1 Payment to the Consultant	<p>Add following at the end of the Sub-Clause 7.1.1:</p> <p>"Maximum payment for Services, as described in Appendix 1: Technical Specifications/Scope of Service, shall be limited to the Contract price."</p> <p>Add new Sub-Clasue 7.1.4:</p> <p>Advance payment: If advance payment is stipulated in the Agreement, the advance payment shall be made by obtaining an advance payment guarantee from an internationally reputable bank recognized by the Client, with an amount equal to the advance payment, according to the terms and conditions specified in the Agreement, in content and form that meet the Client's requirements, and delivered to the Client.</p> <p>The advance payment guarantee will be in the form of an irrevocable, unconditional and on demand "Bank Guarantee".</p> <p>It will be sent to the Client through a Mongolian commercial bank to confirm the signature, originality and validity of the bank guarantee.</p> <p>(If payment is made from the Advance Payment Guarantee as specified in the Agreement, then the amount deducted will be refunded)</p> <p>The advance payment guarantee will be sent to the Client in original copy and via SWIFT through the commercial bank of Mongolia.</p>
7.2 Time for Payment	<p>Add the following at the end of Sub-Clause 7.2.1:</p> <p>Notwithstanding anything to the contrary in other parts of the Agreement, the Agreement Price shall be paid in accordance with Appendix 3 [Contract Price breakdown, payment terms and conditions] of the Agreement. The Client shall pay the Contract Price according to the conditions specified in the Particular Conditions and Appendices of the Agreement, based on the results of the Services and rate of performance of the contractual obligations of the Consultant.</p> <p>Add the following to Sub-Clause 7.2.2:</p>



	The financing charge for delayed payment shall be calculated at [0.6%] per month.
7.3 Currencies of Payment	Delete Clause 7.3 in its entirety and add the following:  The payment currency is the Mongolian currency Togrog.
8.1 Liability of Breach	Add new sub-Clause 8.1.4:  Notwithstanding the limit of compensation stated in Clause 6.3.1, if any contractor of the Project successfully claims delay to his programme of work as result of a failure of Consultant's performance hereunder, then the Client reserves the right to impose on the Consultant such damages resulting from the delay as may be ascertained by the Client.
8.5 Indemnity	Add new Clause 8.5:  So far as the law governing this Agreement permits, both Parties shall indemnify the other party against the adverse effects of all claims including claims by third parties which arise out of or in connection with the Agreement including any made after the expiry of the period of liability referred to in Clause 8.2, except insofar as they are covered by the insurances arranged under the terms of Clause 9.1 or except where such claims have resulted from any breach by that indemnified party of any his obligations under this Agreement.
8.6 Liquidated damage	Add new Clause 8.6:  If the Consultant fails to fulfill any of its obligations (including but not limited to, failure on the Project milestones, absence of work at the field breaching the personal schedule as set in the Appendix 4 [Programme and Schedule of Services]), the Consultant shall pay compensation at the rate of 0.02% of the Contract Price per day.
9.1 Insurance to be taken out by Consultant	Delete Clause 9.1.3 and add the following:  The Consultant shall submit evidence that the insurances described in this Clause have been effected and copies of the insurance certificate within 30 days after execution of the Agreement
10 Disputes and Arbitration	Delete the existing Clause 10 in its entirety and replace with the following:  In the event of failure in settling the dispute amicably, such dispute shall be referred to and finally resolved by the Court of Mongolia.



White book 2017\_General Conditions

## General Conditions of Contract (GCC)

FIDIC White Book Fifth Edition (2017) Client/Consultant Model Services Agreement, the General Conditions shall be used. (Please find [www.fidic.org](http://www.fidic.org))



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BID ANNOUNCEMENT

Date: April 2, 2024  
Type of Bid: Service  
Name of Bid: The project management consulting service of the High-capacity public transportation Project 'Metro' in Ulaanbaatar  
Bid number: HXAAГ/20240103208  
Total budget: 181,935,000,000 MNT, 54,580,500,000 MNT  
will be financed in 2024  
Methods for Bid selection: Two-phase open bid

1. The Procurement agency of Capital City invites Bidders who participated in the first phase of the Bid for provision of consulting services regarding the construction of the High-capacity public transport "**Metro**" to submit a bid for the second phase of the Bid.
2. The bid consists of the following packages: "**No**"
3. Bidders shall submit their proposal **no later than 14:00 PM on May 03, 2024** in accordance with the Bidding documents, and the Bid will be opened **on May 03, 2024 at 14:10 PM**.
4. Acceptance of the alternative proposal : "**Accepted**"
5. Foreign participation in Bid submissions: "**Allowed**"
6. The Bid will be valid for 30 or more working days after opening.
7. Requirement of a Bid security: "**Yes**"

Amount of Bid security: 909,675,000 (nine hundred nine million, six hundred seventy five thousand) tugrug

8. Pre-organization of the Bid selection: "**No**"
9. The Bid selection is organized in two phases: "**Yes**"

Interested individuals may acquire additional clarifications and information regarding the Bidding documents by contacting the address provided below:

The Procurement agency of the Capital City,  
10<sup>th</sup> floor, Capital governing office building No4, Bagatoiruu-15,  
4<sup>th</sup> sub-district, Chingeltei district, Ulaanbaatar, Mongolia  
Phone: 75757810  
Website: [www.tender.gov.mn](http://www.tender.gov.mn)



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