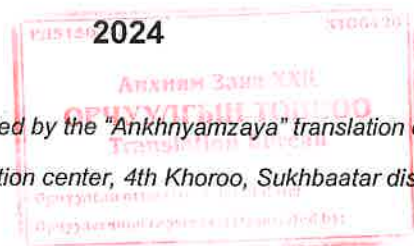


Translation from Mongolian to English

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



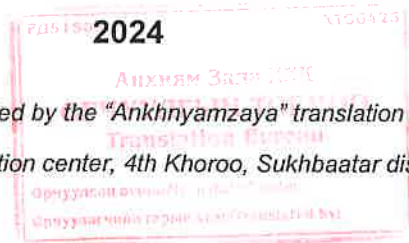
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**BIDDING DOCUMENT FOR PROCUREMENT SERVICES TO
UPDATE THE FEASIBILITY STUDY OF
“KHERLEN TOONO” PROJECT**

Bidding name: *To update Feasibility Study of “Kherlen Toono” project*

Bidding number: **ЭОТХХК/20240101004**



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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 Document

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. Evaluations and Qualification Criteria;

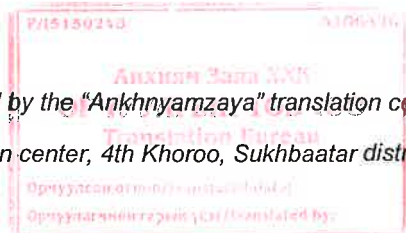
Section V. Standard Bidding form;

Section VI. Conditions of Contract;

8.2. The Interested parties shall examine the requirements, criteria, conditions of the contract, standard Bidding form, technical specifications 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 eservice 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

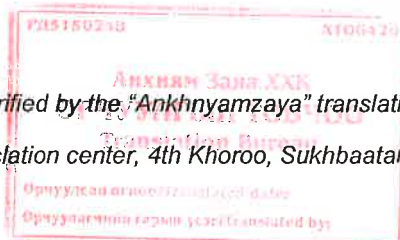
12. Language of Bidding documents and the Bid

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.

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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 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 15;

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 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 procurements 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 and 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.

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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 the 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 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.

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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 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 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.

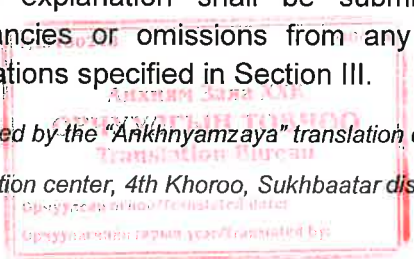
20. Documents demonstrating that the proposed service meet the requirements

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.

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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 confirm 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 sheet⁸ 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 Guarantee

24.1. The Client shall specify the provision of the Bid guarantee 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.

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24.2. The Bid guarantee 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 guarantee shall be submitted for each lot.

24.4. The Bid guarantee of a joint venture shall be submitted by the authorized member of 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 shall be submitted without confidentiality in accordance with Clause 0.7 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 documents involves sensitive personal information, the Bid shall be submitted with the consent of the owner of the information.

26. Deadline for Submission of Bids

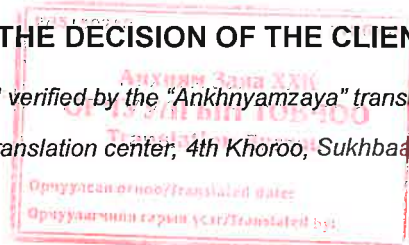
26.1. The deadline for submission of the Bid shall be specified in the data sheet. The date and time shall be determined by the server time of the electronic procurement system.

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

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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;

32.2.3. 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 an 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 the 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;

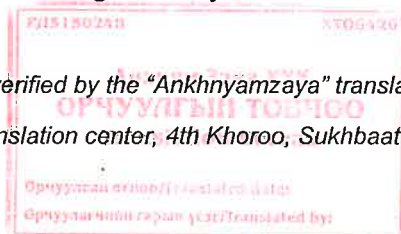
36. Performance Guarantee

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 Proving Security and Generating Revenue in Procurement".

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- 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.

Provisions of the ITB	A. GENERAL
ITB 1.1	Client: <i>Erdenes Oyu Tolgoi LLC</i>
ITB 1.1	Bidding name: <i>Selection of contractor to update Feasibility Study of "Kherlen Toono" project</i>
ITB 1.1	Bidding number: <i>ЭОТХХК/20240101004</i>
ITB 1.2	The Bidding consists of the lots with the following names and numbers: <i>No Lot</i>
ITB 1.3	Whether the Bidding is pre-organized: <i>No</i>
ITB 2.1	The sources of fund: <i>Oyu Tolgoi LLC</i>
ITB 3.1	The total budgeted cost: <i>10,143,960,000 MNT (Ten billion, one hundred forty-three million, nine hundred sixty thousand).</i> Out of this amount <i>4,057,584,000 MNT (Four billion, fifty-seven million, five hundred eighty-four thousand)</i> At the time of signing the contract with the selected participant, the funding results for that year may be changed.
ITB 6.5	The foreigner participating in the Bidding must submit the information of the person registered as the ultimate beneficial owner according to the law of the country of incorporation

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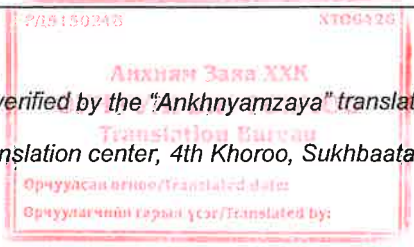
ITB 7.1	The partnership agreement and subcontracting agreement to be submitted for the Bidding shall meet the requirements stipulated in Article 6 of the Law on the Purchase of Goods, Works and Services with State and Local Property Funds.
ITB 7.3	Participation as a partner or subcontractor must be confirmed by the partnership member or subcontractor through the electronic system.
ITB 7.4	Clause 7.3 of the ITB does not apply to the entry of a foreign person as a member of the partnership or as a subcontractor.
B.CONTENT	
ITB 9.1	<p>Address for clarification on Bidding documents:</p> <p>Name of the recipient: Erdenes Oyu Tolgoi LLC</p> <p>Address: No.803, 8th floor of Blue Sky tower, Peace Avenue, 1st khoroo, Sukhbaatar District, Ulaanbaatar city, Mongolia.</p> <p>Telephone number: 7007 8085</p> <p>E-mail address: tender.gov.mn</p> <p>The Interested parties requiring any clarification of the Bidding documents shall submit a clarification request to the Client in writing or approved by electronic signature no later than five working days before the opening of the Bid.</p> <p>In connection with the clarification and additional information of the Bidding documents, the client has the right to make additions and changes to the Bidding documents and extend the deadline at least 2 working days before the deadline for submission of the Bid, and this is an integral part of the Bidding documents.</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 thereof shall be published in the "clarification" section of the tender document in the electronic system of public procurement (www.tender.gov.mn). 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 from an integral part of the tender documents prior to the tender submission deadline. Based on this review, they should prepare their tender accordingly.</p>
ITB 10.1	Whether to hold a pre-bid meeting: "No"
C. PREPARATION OF THE BID	
ITB 12.1	<p>Bidding language: Mongolian language.</p> <p>Regardless of whether the Bidding invitation or the Bidding documents are published in a foreign language, the following requirements apply: all Bidding documents, official letters, and other related correspondence 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>

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ITB 12.1	Bidders shall complete and submit the information in Form-1 specified in Chapter V of this Bidding document..
ITB 13.2.2	<p>If the Bidding is confirmed by a person other than a person authorized to represent the participant without a power of attorney, a power of attorney issued in accordance with the relevant laws / proof of a person authorized to represent without a power of attorney for a foreigner/;</p> <p><i>/If a foreign legal entity submits a tender, the above document shall be attached to its tender with a consular guarantee or an apostille./</i></p>
ITB 15.1	Alternative offers: "shall not be permitted"
ITB 16.1.2	<p>Information regarding other required documents general qualification: "Required"</p> <ul style="list-style-type: none"> - It is not necessary to submit a copy of the state registration certificate and it will be checked through the "State Information Exchange KHUR System". <i>/If a foreign legal entity submits a bidding, the above-mentioned document issued by the competent authority of the country of establishment shall be attached to its Bidding with a consular guarantee or an apostille./</i> - In accordance with the laws of Mongolia or the established country, taxes, social security fees and payments must be fully paid as of the day after the Bidding announcement. - Mongolian legal entities do not need to submit Social Security and tax declarations. It will be checked from the electronic database of the General Department of Taxation and the General Department of Social Insurance through the "State Procurement Electronic System" www.tender.gov.mn and the "State Information Exchange KHUR System". <i>/If a foreign legal entity submits a tender, documents proving that taxes and social security fees and payments have been paid in accordance with the laws of the country issued by the competent authority of the country in which it was established must be attached to the tender with a consular guarantee or an apostille./</i> - Submit a description of the General Department of Court Decision Execution through the "Electronic System of Public Procurement" www.tender.gov.mn. Warning: The Bidder must submit a request for a certificate of court execution to the Electronic Procurement System (www.tender.gov.mn) using his/her national digital signature before the opening of the Bidding. In the case of participating in a partnership, the person authorized to represent the partnership selects and sends the valid identification of the member to the relevant section of the Bidding submission after confirming the partnership agreement in the electronic system. <i>/If a foreign legal entity submits a tender, the above-mentioned document issued by the competent authority of the country of establishment shall be attached to its tender with a consular guarantee or an apostille./</i>



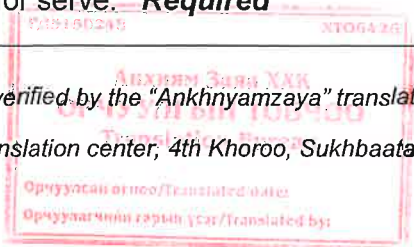
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ITB 16.4	Each member of the partnership shall submit the documents specified in Clause 16.1.2 of the ITB.
ITB 17.4	<p>In the case of participating in the Bidding selection as a partnership, the representative member of the partnership shall have the financial capacity requirements of ITB 18.1, the technical capacity and experience requirements of the representative member of the partnership shall be more than 40% of the capacity and experience requirements specified in ITB 19.1, and each member of the partnership shall have 25% or more.</p> <p>A participant may submit an offer to subcontract up to 20 percent of the Bidding total budget to one or more entities.</p> <p>A detailed introduction of the bidder shall be submitted.</p>
ITB 18.1	<p>Financial Capability Requirements: “Required”</p> <ul style="list-style-type: none"> - Amount of sales income: The total amount of sales income for the last 3 years (2021, 2022, 2023) must not be less than 30 percent of the budgeted cost or 3,043,188,000 MNT (<i>Three billion, forty three million, one hundred eighty eight thousand</i>). - The amount of liquid assets: Must not be less than 30 percent of the budgeted cost. - Requirement related to debt: There must be no overdue loan debt to the bank or financial institutions as of the day after the announcement of the Bidding. <p><i>/If a foreign legal entity submits a tender, the above-mentioned document issued by the competent authority of the country of establishment shall be attached to its tender with a consular guarantee or an apostille./</i></p>
ITB 18.2	<p>Documents supporting the review of financial capacity:</p> <ol style="list-style-type: none"> 1. It is not necessary to attach the financial report to your Bidding document. The sales revenue of the last 3 years and other necessary information from the financial report of the bidders will be checked through the electronic financial reporting system of the Ministry of Finance www.e-balance.mof.gov.mn. 2. The total amount of liquid assets is determined by one or a combination of the following indicators. It includes: <ul style="list-style-type: none"> - Balance of the bank account of the bidder; - Submit a loan description with the amount that can be obtained from the bank. /Descriptions that do not impose real financial obligations on the bank, such as those that can be examined through, are not to be accepted in the evaluation/ 3. Submit a statement from each bank that the bidder has no overdue loan debt. / Failure to submit will be grounds for rejection of the Bidding/ <p><i>/If a foreign legal entity submits a tender, the above-mentioned document issued by the competent authority of the country of establishment shall be attached to its tender with a consular guarantee or an apostille./</i></p>
ITB 19.1	<p>Technical capability and experience requirements: “Required”</p> <p>Human resource for serve: “Required”</p>

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1. Minimum experience level required for a consultant recommending employee:

№	Position	Number	Occupation	Education, professional skills	Experience
1	Team leader	1	Hydraulic engineer	Consulting engineer with master's degree or higher profession	<ul style="list-style-type: none"> - The project leader must have at least 20 years of experience in project planning in the areas of water supply construction, water supply engineering management, and feasibility studies. - Experience in managing similar projects, - Experience implementing water engineering, technology, and techniques relevant to the project.
2	Deputy team leader	1	Hydraulic engineer	Consulting engineer with master's degree or higher profession	<ul style="list-style-type: none"> - Deputy team leader must have at least 20 years of experience in project planning in the areas of water supply construction, water supply engineering management, and feasibility studies. - Experience implementing water engineering, technology, and techniques relevant to the project.
3	Financial and economics research team leader	1	Finance and Economics	Master's degree or higher profession	<ul style="list-style-type: none"> - The team leader must have at least 10 years of experience in implementing projects and programs in the areas of finance, economics and management, - Experienced in managing and working on similar projects related to international and Mongolian domestic projects

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4	Deputy leader financial and economic research group	1	Finance and economics	Master's degree or higher profession	<ul style="list-style-type: none"> - Deputy Team Leader must have at least 10 years of experience in the implementation of projects and programs in the financial and economic sectors, - Experience participating in similar projects in Mongolia and abroad related to the project
5	Leader of engineering and technical research group	1	Hydraulic engineer	Master's degree or higher profession	<ul style="list-style-type: none"> - Team leader must have at least 10 years of experience in water supply engineering, large port planning, and project implementation in the water pipeline field. - Experience participating in similar projects in Mongolia and abroad related to the project
6	Deputy leader of engineering and technical research group	1	Hydraulic engineer	Bachelor's degree or higher profession	<ul style="list-style-type: none"> - Team leader must have at least 10 years of experience in water supply engineering, large port planning, and water pipeline projects, - Experience participating in similar projects in Mongolia and abroad related to the project.
7	Economist	1	Economist	Bachelor's degree or higher profession	<ul style="list-style-type: none"> - Economist must have at least 10 years of experience in implementing projects and programs in the field of finance and economics, - Experience participating in similar projects related to international and Mongolian domestic projects
8	Quantity surveyor	1		Master's degree in	<ul style="list-style-type: none"> - The lead quantity surveyor must have at least 10 years of

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Translation from Mongolian to English

					finance or higher.	<p>experience in implementing projects in the field,</p> <ul style="list-style-type: none"> - Experienced in managing and working on similar projects related to international and Mongolian domestic projects, - To prepare a budget according to the construction norms and methods applied by the request of contractors and investors, and to be specialized in calculating the transaction price to determine the cost of construction objects.
9	Financier	2	Finance and economist	Bachelor's degree in finance or higher.	<ul style="list-style-type: none"> - Must have at least 10 years of professional experience, - Experience in financial analysis of international and Mongolian projects is required 	
10	Lawyer	1	Lawyer	Master's degree or higher in lawyer.	<ul style="list-style-type: none"> - Must have at least 10 years of professional experience, 	
11	Hydrogeologist engineer	2	Hydrogeologist	Master's degree or higher in hydrogeology	<ul style="list-style-type: none"> - Must have at least 10 years of experience in international and Mongolian groundwater exploration and research. - Experience with groundwater modeling. 	
12	Hydrogeologist	2	hydrogeologist, hydrologist	Master's degree or higher profession	<ul style="list-style-type: none"> - Must have at least 10 years of professional experience, - Experience working on similar projects. - Experience working with computational modeling of surface water 	

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13	Hydraulic engineer	2	Hydraulic engineer	Consulting engineer with bachelor's degree or higher profession	<ul style="list-style-type: none"> - Must have at least 10 years of professional experience, - Experience in water infrastructure projects, - Experience in managing similar projects, - Experience in hydraulic calculations, hydraulic model testing, and structural model testing of various water structures.
14	Water Transmission Pipeline and Reservoir Planning Engineer	2	Water supply and pipeline engineer	Consulting engineer with bachelor's degree or higher profession	<ul style="list-style-type: none"> - Must have at least 10 years of professional experience, - Experience working on similar projects in the water supply sector.
15	Reservoir Planning Engineer	1	Hydraulic engineer	Consulting engineer with bachelor's degree or higher profession	<ul style="list-style-type: none"> - Must have at least 10 years of professional experience, - Experience in managing similar projects, - Ability to perform engineering calculations and select methods.
16	Hydro-Dam and Reservoir Planning Engineer	2	Hydraulic engineer	Consulting engineer with bachelor's degree or higher profession	<ul style="list-style-type: none"> - Must have at least 10 years of professional experience, - Experience working on similar projects, - Ability to perform engineering calculations and select methods.
17	Geologist Engineer	1	Geologist Engineer	Master's degree or higher profession	<ul style="list-style-type: none"> - Must have at least 10 years of professional experience, - Experience in geological exploration and similar project, - Ability to perform engineering calculations and select methods.

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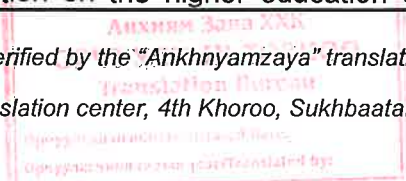
18	Geodetic engineer	1	Geodetic engineer	Master's degree or higher profession	<ul style="list-style-type: none"> - Must have at least 10 years of professional experience, - Experience working on similar projects in geodetic, - Ability to conduct geodetic exploration and research and development
19	Fish scientist	1	Fish scientist		<ul style="list-style-type: none"> - Must have at least 5 years of professional experience, - Experience working on similar projects, - Experienced in fish keeping
20	Soil scientist	1	Soil scientist	Bachelor's degree or higher profession	<ul style="list-style-type: none"> - Must have at least 5 years of professional experience, - Experience working on similar projects, - Must have experience working in the field of soil scientist
21	Civil engineer	1	Civil and Industrial Construction Engineer	Bachelor's degree or higher profession	<ul style="list-style-type: none"> - Must have at least 5 years of professional experience, - Experience working on similar projects, - Experience in construction engineering.
22	Highway engineer	1	Highway engineer	Bachelor's degree or higher profession	<ul style="list-style-type: none"> - Must have at least 5 years of professional experience туршлагатай байх, - Experience working on similar projects, - Experience in highway engineering.
23	Mechanical engineer	1	Mechanical engineer	Bachelor's degree or higher profession	<ul style="list-style-type: none"> - Must have at least 5 years of professional experience
24	Electrical engineer	1	Electrical engineer	Bachelor's degree or higher profession	<ul style="list-style-type: none"> - Must have at least 5 years of professional experience
25	Automation engineer	1	Automation engineer	Bachelor's degree or higher profession	<ul style="list-style-type: none"> - Must have at least 5 years of professional experience
26	Geographic information system engineer	1	Geographic information system engineer	Bachelor's degree or higher profession	<ul style="list-style-type: none"> - Must have at least 5 years of professional experience

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	27	AutoCAD operator	1	Hydraulic engineer	Bachelor's degree or higher profession	- Must have at least 5 years of professional experience
<p>Human resources for service provision:</p> <ul style="list-style-type: none"> - Team Superintendent, - Superintendent of the engineering technical research team, - One of the Harbor and Water reservoir planning engineers, - One of the Water construction engineer, - One of the Water supply engineers, - Water facility construction engineer, in either of the positions mentioned above shall be the permanent employee. /Total 6/ <p>Other recommended staff could be provided permanent or contracted.</p> <p>2. Basic equipment and technical equipment used for service provision: "Not required"</p> <p>3. Experience in providing similar services: "Required"</p> <p>In the last 3 years (2021, 2022, and 2023), the sum value of the experience of developing and approving similar feasibility shall not be less than 30 percent of the approved budget.</p> <p>Similar work includes experience in the development and approval of feasibility studies for reservoirs, long-distance water transmission lines, and hydroelectric power plants.</p> <p>4. Requirement regarding the contract being implemented and authorized to be implemented: "Required"</p> <p>The Bidder shall complete and send information on the similar works and service contracts that it is implementing and has been authorized to implement in accordance with Form 4 specified in Chapter V of this Bidding document.</p> <p>/If a foreign legal entity submits a tender, a document issued by the competent authority of the country of establishment shall be attached to the tender with a consular guarantee or an apostille./</p>						
ITB 19.2	<p>Documentation of Technical Capability and Experience Proof:</p> <p>1. Submit the following documents to prove the human resource requirements for service provision.</p> <ul style="list-style-type: none"> • The information of the Bidder's full-time employees and employees working under the wage contract shall be submitted according to the form specified in Section V, and their work experience shall be submitted for each employee. • Human resource information necessary for the execution of work will be offered through the electronic procurement system (www.tender.gov.mn). If it is not submitted electronically, it will not be reviewed. (For instructions on how to send human resource information through the electronic procurement system at www.tender.gov.mn, go to the user guide.) • It is not necessary to submit a copy of the diploma of the proposed employee; it is checked in the database of the Ministry of Education and Science through the state information exchange KHUR system. (Please note that the bidder needs to check in advance whether the information on the higher education diploma of the employees is 					



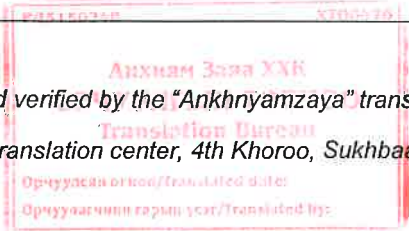
	<p>located in the Unified or Integrated State Service System (e-Mongolia)</p> <ul style="list-style-type: none"> • The social insurance contribution type code of the proposed main employees will be taken into account in the assessment as the main employee paid 01001, 22001, and the social insurance contribution will be checked through the "State Information Exchange System," so there is no need to submit a report issued in the ND (SI)-8. The social insurance payment of the main employee for the last 3 months will be checked through the electronic system. • In the case of contract work, the contract of work for hire shall be concluded only for the project, and the contract of work for hire shall be submitted to the tender. • If you have graduated from a foreign university, a copy of your diploma must be translated. • Each employee shall submit the Mongolian consulting engineer's qualification certificate to the Bidding document. • Submit a copy of proof of social insurance contributions for each team member as specified in the minimum experience level required for the recommending employee. <p><i>/If a foreign legal entity submits a tender, when submitting the workforce list, a copy of a diploma, a valid professional certificate of an employee with qualified or consultant status, and a consular guarantee or an apostille must be attached to the tender. /</i></p> <p>2. Information about the experience of performing similar work shall be prepared and submitted in accordance with Form 2, Form 3, and Form 4 of Chapter V.</p> <p>3. Technical capacity and experience criteria and other requirements to prove compliance: "Required"</p> <ul style="list-style-type: none"> • A copy of the contract for the provision of services, • Submit the contract evaluation report or the contactor description of the timely and quality performance of the service. • It was discussed and approved by the professional council of the state administration and the central state administration organization. <p><i>/The copy must be certified "truth" stamped or certified by a notary. /</i></p> <p><i>/If a foreign legal entity submits a tender, a document issued by the competent authority of the country of establishment shall be attached to the tender with a consular guarantee or an apostille. /</i></p> <p>In the case of winning the Bidding, an official statement confirming the quality, performance, and delivery of the proposed services within the contract cost and time frame shall be submitted.</p> <p>An official statement confirming acceptance of the terms and conditions of the work assignment shall be submitted.</p> <p>In the event of winning the tender, a feasibility study will be developed, and a detailed schedule plan for approval and delivery will be developed and submitted for confirmation.</p>
<p>ITB 19.3</p>	<p>License/Permission: "Required"</p>

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	<p>Submit the following documents and materials to prove that you are a qualified bidder in your bid. In connection with proving the eligibility of the bidder, it is necessary to have the following special permit: It includes:</p> <p>1. A special permit for the design development of buildings and structures issued by the Ministry of Construction and Urban Development:</p> <p>ZT-4.2: Design of high-complexity water constructions.</p> <p>ZT-4.4: Water supply and sewerage system lines and technological working drawings of related buildings and structures.</p> <p>ZT-10.1 feasibility study within the work project.</p> <p>ZT-10.2 Construction Work Budget.</p> <p>ZT-9.2 surveys for high-rise and particularly complex constructions in locations with simple to moderate engineering-geological conditions.</p> <p>Special license: "Engagement of Geodetic Production and Services"</p> <p>A special license issued by the Ministry of Energy:</p> <p>Z-8.2: Feasibility study and design development of energy sources with a capacity of 0.01–100 MW and more.</p> <p>Z-8.4: Development of technical and economic basis and design of 04-110 kV and higher power transmission lines and substation construction facilities.</p> <p>If a foreign legal entity submits a tender, a document issued by the competent authority of the country of establishment shall be attached to the tender with a consular guarantee or an apostille.</p> <p>The Bidder shall create a separate file and submit information prohibited by the laws on personal privacy and corporate privacy. At the beginning of the file, the reasons for the confidentiality of the information shall be explained in writing and certified by the authorized person of the bidder.</p>
<p>ITB 21.4</p>	<p>The prices quoted by the Bidder shall not be adjustable during the performance of Contract: "Not adjustable"</p>
<p>ITB 24.1</p>	<p>Bid guarantee amount: <i>The bid guarantee amount is 0.5 percent of the budgeted cost or 50,719,800 /fifty million seven hundred nineteen thousand eight hundred/ MNT.</i></p> <p>The Bid Guarantee shall be valid for twenty-eight days (28) or more the end of the validity period of the bid.</p>
<p>D. SUBMISSION AND OPENNING OF THE BID</p>	
<p>ITB 25.5</p>	<p>List of documents to be disclosed to participants:</p>



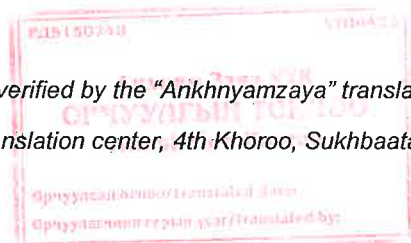
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	<p>The Bidder shall create a separate file and submit information prohibited by the laws on Personal Privacy and Corporate Privacy.</p> <p>At the beginning of the file, the reasons for the confidentiality of the information shall be explained in writing and certified by the authorized person of the bidder.</p> <p>The Bidder shall submit an explanation clearly explaining the legal basis for each document and information to be kept confidential on the grounds specified by law in accordance with Form 12 of Chapter V.</p> <p>All materials submitted confidentially shall be considered for rejection.</p>
ITB 26.1	<p>The deadline for bid submission is:</p> <p>Date: August 20, 2024</p> <p>Time: 11:00 am (GMT +8 Ulaanbaatar)</p>
ITB 26.2	<p><i>The opening of the Bidding will be done through the electronic system during the period mentioned below, and the opening information will be received by the participant through the electronic system.</i></p> <p>Date: August 20, 2024</p> <p>Time: 11:30 am (GMT +8 Ulaanbaatar)</p> <p><i>The address for participation in the Bidding opening is No.803, 8th floor of Blue Sky tower, Peace Avenue, 1st khoroo, Sukhbaatar District, Ulaanbaatar city, Mongolia.</i></p>
E. BID REVIEW AND EVALUATION	
ITB 31.1	<p>Whether to set the basic criteria for Bid evaluation differently from the comparative price: “No”</p>
F. NOTIFICATION OF AWARD AND AWARD OF CONTRACT	
ITB 36.1	<p>Whether the successful Bidder will submit a performance guarantee: “Yes”</p> <p><i>According to Article 42, Section 42.1 of the Law on Procurement of Goods, Works, and Services with State and Local Property Funds, if the budgeted cost of Bidding exceeds MNT 100 million, a performance guarantee shall be submitted to ensure the fulfillment of contractual obligations.</i></p> <p><i>The performance guarantee is 3 percent of the amount to be financed in that year, or 121,727,520 /one hundred twenty-one million, seven hundred twenty-seven thousand, five hundred twenty thousand/ MNT.</i></p>

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SECTION III. TECHNICAL SPECIFICATIONS AND REQUIREMENTS

(For the translated technical specification of the project, please refer to the Clarification section on the State Procurement Electronic System at www.tender.gov.mn)

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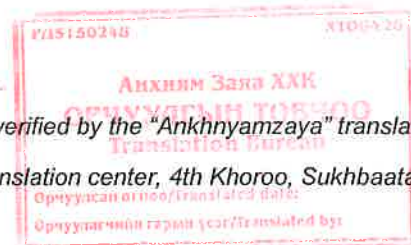
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ADDITIONAL CRITERIA FOR BID EVALUATION

As part of the update of the Feasibility Study of the Kherlen-Toono project, when determining the route and track for the implementation of the Kherlen-Toono project, we discussed with Erdenes UTP LLC and took measures to coordinate with the following projects. It includes:

1. Coordination with the area and general development plan of the "Bor-undur UTP" project developed by "Erdenes UTP" LLC;
2. Coordination with the area and general development plan of the "Tavantolgoi UTP" project developed by "Erdenes UTP" LLC;



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If it is specified to use the criteria corresponding to the evaluation in the ITB 32.1 of the data table, the client shall retain the criteria corresponding to the bid evaluation and exclude other criteria.

This group is an item of the ITB, and if the client has specifically agreed in the data table, in addition to the price offer indicated in the tender blank, one or more of the criteria specified in this section will be expressed in monetary, the comparative price of the tender will be determined in such a way to increase the tender price abstractly and used for the purpose of evaluation.

The client will not take into account criteria other than those specified in this section for the evaluation.

1. The intended Completion Date: **[Write "Use" or "Not use"]**

If "Use": It is required to fulfill the contractual obligations between the allowable time (including the first day of the beginning of the performance of the contractual obligations and the last day) specified in the performance schedule according to the relevant contract of the Bidding. Bids submitted before the contractual performance period specified by the Client shall not be given preferential terms over other Bids.

If the Client specifically approves the criteria for evaluation, Bids offered for execution later than specified in the contract performance schedule specified by the Client shall not be rejected, and **[insert percentage]** shall be added to the comparative bid price for each day of delay for evaluation.

Proposed Bids to be executed later than **[insert number] [select from the words "month" and "day"]** than specified in the contract performance schedule specified by the Client shall be rejected. However, if not specifically allowed in the data sheet, the Bid submitted after the performance schedule set by the Client shall be considered as non-compliant.

2. Provision of the following services for the performance of the service contract at the place specified by the Client: **[Write "Use" or "Not use"]**

If "Use" costs required by the Client for establishment of routine maintenance points and provision of basic/required spare parts shall be added to the comparable Bid price for the purpose of evaluation if separately estimated.

3. Environmental Impact: **[Write "Use" or "Not use"]**

During the performance of the contract, the following parameters related to the environmental impact shall be taken into account in the evaluation and abstractly added to the comparable Bid price . **[Please list the criteria and values to be considered by the Client]**

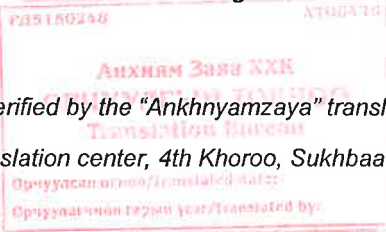
4. Other legal criteria: **[Write "Use" or "Not use"]**

The following parameters of the applicable law shall be taken into account in the evaluation and abstractly added to the comparable Bid price. **[Please list the criteria and values to be considered by the Client]**

For example, based on Clause 12.3 of the Law, in the evaluation of Bid the comparable Bid price may be determined for the provision of services aimed at the stability of economical and efficient use of energy and natural resources, no negative impact on the environment and human health, reduction of greenhouse gas emissions and waste, adaption to climate change and the creation of a green environment.

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SECTION V. STANDARD BIDDING FORM

(Forms are not required to be submitted in the first phase of the open bid

Form 1. Bid Submission Form

[date]

To [Client name]

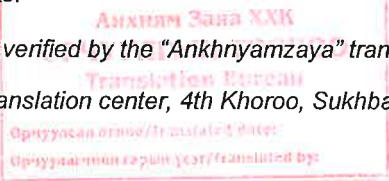
We [Bidder's name] are submitting this Bidding documents (hereafter referred to as "Bid") for the [Bidding name and number] announced by your organization in the amount of [Bid price without reduction in numbers and letters] according to the schedule specified in the Bidding document and confirming the 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 proposal"] 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.¹
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.
7. We confirm that the proposed services in the Bid are free of intellectual property violations, rights and physical defects.

¹ 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."

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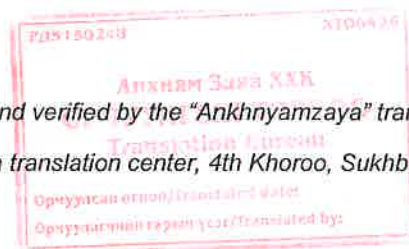
8. It is hereby agreed that the Bid may be disclosed to other Interested parties in accordance with the relevant regulations and the Client is fully released from any obligation to keep the Bid confidential.

[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 provisions 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].*

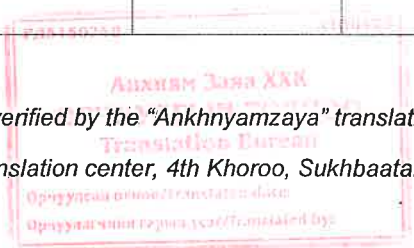
1.	Client name
2.	Contract name
3.	Contract number
4.	Contract date
5.	Contract termination date
6.	Contract amount
7.	Address and location of contract
Please choose the one option that may apply: <input type="checkbox"/> Primary supplier <input type="checkbox"/> Member of joint venture <input type="checkbox"/>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

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

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Form 5. Instruction to the provision of services program and methodology

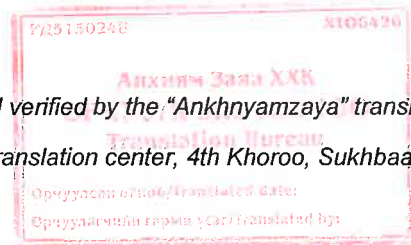
Introduction to the provision of services tasks described in the technical specification and submission of proposals and recommendations for the tasks.

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.

Form 7. Human resources information

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



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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 educations 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.]

Language skills:

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

Confirmation:

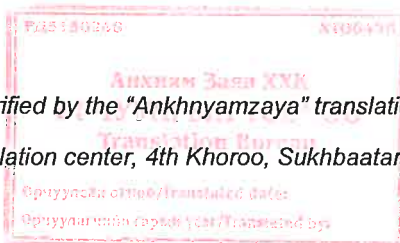
I hereby certify that the above information is an accurate representation of my knowledge, skills and experience.

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

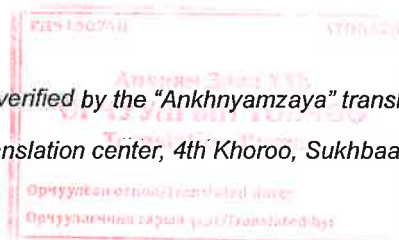
Name of purpose of machinery and equipment	Capacity	Quantity	[Write either "Owned" or "Rented"]

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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SECTION VI. CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

ONE. DEFINITIONS AND INTERPRETATIONS

Definitions

1.2. Words, phrases and expressions used in this Contract shall have the following meanings:

1.1.1. "Client" means an individual named in the Contract Confirmation Form

1.1.2. "Client Representative" means an individual appointed by the Client with the right to communicate with the Contractor on and exercise control over all matters related to the contract, except for amendments to the contract, or termination of the contract;

1.1.3. "Contractor" means an individual authorized to conclude the contract and named in the Contract Confirmation Form;

1.1.4. "Contractor Representative" means an individual appointed by the contractor with the right to communicate with the Client on all matters related to the contract, except for amendments to the contract or termination of the contract;

1.1.5. "Parties" means both the Client and the Contractor;

1.1.6. "Law" means the Law on the Procurement of Goods, Works and Services with State and Local Property Funds;

1.1.7. "Service" means the work specified in the task description and technical specification;

1.1.8. "Workplace" means the place where work is performed

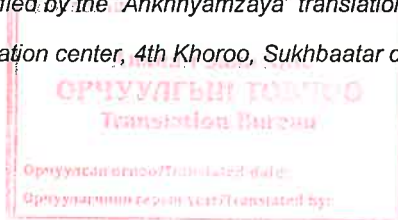
1.1.9. "Warranty period" means the period during which the Contractor is responsible for defects found in the work during the use of the completed work;

1.1.10. "Complaint claim period" means the period for the Client to make a claim to the Contractor in connection with the defects discovered during the warranty period;

1.1.11. "Force majeure" refers to any unforeseeable circumstance beyond the control of the Parties,

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including but not limited to natural disasters government actions or omissions highly infectious diseases, international curfews, and general quarantine situations. such events render it impossible to fulfill contractual obligations.

Interpretations

- 1.2. The following procedures shall be followed in the interpretation and application of the contract:
 - 1.2.1. A singular word may have a plural meaning, and a plural word may have a singular meaning;
 - 1.2.2. The Section and Clauses headings are intended to systematize the contract and shall not be used to interpret the contract.
 - 1.2.3. Articles, clauses, and words shall be interpreted based on the terms specified in this contract explained they shall be and unless they are not interpreted in accordance with the content of the contract if they cannot be interpreted in accordance with the content of the contract, it shall be interpreted in accordance with the procedure specified in the Civil Code.
 - 1.2.4. In case of conflict between the general conditions and the special conditions, the special conditions shall prevail.
 - 1.2.5. During the implementation of the contract, the language of communication shall be Mongolian language, and if the contract concluded in another language and the copies conflict with each other, the copy in Mongolian language shall prevail.

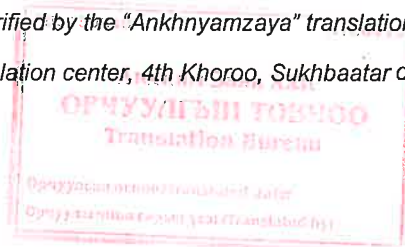
TWO. CLIENT

Obligations of the Client

- 2.1. The Client shall receive the completed work and shall pay the price within the period specified in the Contract.**
- 2.2. The Client shall provide the contractor with the documents and permits required by law and the Contract.**
- 2.3. The Client is responsible for the consequences of errors in documents such as task descriptions and

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Client Representative

technical specifications provided in connection with the procurement of services.

- 2.4. The Client shall appoint a Representative to communicate and monitor the contractor on behalf of the Client.
- 2.5. The information of the Client Representative shall be specified in the Contract Confirmation Form.

2.6. The Client representative is prohibited from transferring its rights and duties to others in any form without the written consent of the Client.

Site entrance permission

- 2.7. The Client shall grant a written permit to the Contractor to enter and operate at the work site premises from the commencement to the completion of the work.
- 2.8. The Client shall be responsible for the delay in execution of the work and any consequences arising due to the failure to permit access to the work site,

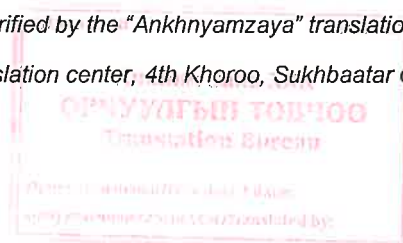
THREE. CONTRACTOR

Obligations of the Contractor

- 3.1. The Contractor shall perform the work in accordance with the requirements of the technical specification within the period specified in the period specified in the Contract and hand it over to the Client.
- 3.2. The Contractor shall provide the Client with a detailed list and information on the workforce (supervisors, engineers, technicians, etc.) and the equipment and machinery used at the work site.
- 3.3. The contractor shall be responsible for the materials, "know how", equipment, machinery, spare parts, documents, employees and services required for the Contractor's temporary and permanent workplace.
- 3.4. The contractor shall be responsible for water, gas, telecommunications and other supplies necessary during the work.
- 3.5. The Contractor is obliged not to subcontract more than 20 (twenty) percent of the total work.
- 3.6. The Contractor is obliged not to transfer the rights and obligations to others under this Contract.
- 3.7. The Contractor shall be responsible for the provision of free access to the site for the Client and its authorized personnel.

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Contractor Representative

3.8. The Contractor shall appoint an individual authorized to communicate with the Client and specify in the Contract Confirmation Form.

3.9. The Contractor Representative shall be a qualified and experienced individual in the field in the field required to perform the work specified in the contract.

3.10. The Contractor Representative shall be prohibited from transferring the rights and obligations in any form without the written consent of the Contractor.

Technical and work site data

3.11. The Client shall provide the Contractor with all available data and information related to the service before the commencement of the work.

3.12. The Contractor shall comply with the Law on Labor Safety and Hygiene, the Law on Fire Safety, other laws, technical regulations, standards, norms and rules related to labor safety at the work site.

3.13. The Contractor shall ensure the safety of all activities at the work site.

3.14. Protect the work and its components from the effects of natural and other factors.

3.15. Ensure the safety of employees.

3.16. The Contractor shall be fully responsible for any liability arising in relation to occupational safety.

3.17. The Contractor shall be fully responsible for any consequences arising from failure to fulfill or properly fulfill the obligations specified in GCC 3.19-3.22.

3.18. Hazardous, toxic and contaminated materials and substances used or generated in the work shall be stored and disposed of in accordance with applicable laws and the requirements of the Client.

FOUR. PERIOD OF WORK EXECUTION AND PROGRESS REPORT

Commencement of work

4.1. The Constructor shall commence the work within the period specified in the SCC and complete the work according to the work schedule.

4.2. The Contractor shall submit a detailed program (plan) of work execution to the Client Representative within the period specified in the SCC.

4.3. The program shall reflect the general methodology, coordination, and sequence of all activities necessary to perform the work, the period of the work phase from the beginning to the end, and other necessary information.

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Extension of period

- 4.4. In case of amendments to the program (plan) the Client Representative shall be notified.
- 4.5. The Contractor may request an extension of the period of execution of work in the following cases:
 - 4.5.1. Due to unforeseen circumstances or force majeure cannot perform the work within the period specified in the Contract;
 - 4.5.2. If newly approved or amendments to relevant laws, rules, regulations, and standards affecting the performance of the work.
 - 4.5.3. The Client's failure to fulfill its obligation to pay on time;
 - 4.5.4 The Client's failure to fulfill its obligation to issue permits and documents affected the work period.
- 4.6. The Contractor shall submit the request for extension of period to the Client along with relevant evidence.
- 4.7. The Contractor is obligated to prove that the conditions specified in the GCC 4.5 are met.
- 4.8. The Client may extend the period based on the Contractor's request in the event that any of the grounds specified in the GCC 4.5 are met.
- 4.9. The Contractor shall submit the work progress report to the Client Representative according to the schedule specified in the SCC.
- 4.10. The progress report shall include the percentage and if there is uncompleted work, information and the proposed completion period for the work, and other information required by the Client Representative.
- 4.11. The Contractor shall provide the Client with service instructions for operating the work and its components, maintenance, disassembly, reassembly, configuration, and repair.

Work progress report

FIVE. CONTRACT PRICE AND PAYMENT TERMS

Contract Price

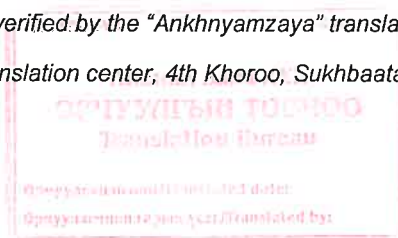
- 5.1. The Contract Price shall be specified in the Contract Confirmation form.
- 5.2. If the Contract Price shall be adjusted based on Clause 11.11 of the Law, the method shall be reflected in the SCC.
- 5.3. If the price is adjusted according to GCC 5.2 and changed, the amended Contract Price shall be applied after the addition or amendment to the Contract.

Advance Payment

- 5.4. If Advance Payment is specified in the Bidding documents, and the Contractor claims Advance

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Payment Terms

- Payment, the Client shall pay the Advance Payment in the amount specified in the SCC.
- 5.5. After the Client receives the Advance Payments Security, the Contractor shall be paid the Advance Payment within the period specified in the SCC.
 - 5.6. The Client shall pay the payment within the period specified in the SCC based on the payment claim and invoice.
 - 5.7. The Client may request to attach a copy of the document stating that the contractual obligations have been properly fulfilled, as well as relevant documents, to the payment claim or invoice.
 - 5.8. If, at the request of the Contractor, the Client extends the work handover period shall be considered extended for the extended period.
 - 5.9. Any payment made by the Client shall not constitute acceptance of the work or its components thereof.
 - 5.10. Payment invoices shall be expressed in Tugriks, the National Currency of Mongolia.
 - 5.11. If the Client has the right to demand liquidated damages or other payments, it shall be deducted from the payment to the Contractor.

SIX. SECURITY AND THE PERIOD OF SECURITY

Advance payment security

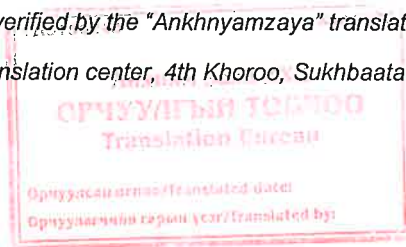
- 6.1. In order to issue an Advance Payment in accordance with GCC 5.4, the Advance Payment Security of the specified amount in SCC shall be submitted within the specified period in the form specified by Law and according to the relevant forms.

Performance Guarantee

- 6.2. If it is specified in the Bid Data Sheet to issue a Performance Guarantee, the Contractor shall submit a Performance Guarantee in the amount of 3 percent of the budgeted amount for the fiscal year according to the relevant form within the required by the Client. The Contractor shall annually renew the Performance Guarantee of the Contract that shall be implemented through the fiscal year.
- 6.3. The Contractor must provide a Performance Guarantee to ensure the undisputed fulfilled of their obligations under the following conditions.
 - 6.3.1. The Contractor has not fulfilled its contractual obligations for any reason;
 - 6.3.2. The Contractor has not fulfilled its contractual obligations;
 - 6.3.3. The Contractor has no longer able to fulfill its contractual.

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Quality Security

- 6.4. The Client's right to claim damaged is not limited by the fact that the Contractor has fulfilled its obligations.
- 6.5. In case of an extension period in accordance with GCC 4.8, the Contractor shall extend the Performance Guarantee for the same period.
- 6.6. In the event that quality security is required, the Performance Guarantee shall be released by issuing the Quality Security Specified in GCC 6.8.
- 6.7. A Quality Security may be issued during the warranty period to ensure the quality of the service. If Quality Security is to be issued, the amount shall be specified in the SCC.
- 6.8. The Contractor may provide Quality Security in accordance with Clause 42.5 of the Law.
- 6.9. If confirmed under GCC 6.9, the Client must pay the retention specified in the Security.
- 6.10. If no defects are found in the service during the warranty period, the Quality Security shall be released.
- 6.11. According to GCC 8.6, if the Client has corrected the defect, the costs and damages related to the correction of the defect shall be deducted, and the remaining amount shall be paid to the Contractor after the Warranty Period expires.
- 6.12. In case the defect is corrected in accordance with GCC 5.8, the Period of Warranty and claim periods shall continue normally.
- 6.13. A Warranty Period shall be set for the work and its components and specified in the SCC.
- 6.14. The Client has the right to require the Contractor to correct defects found during the Warranty Period.

Warranty Period

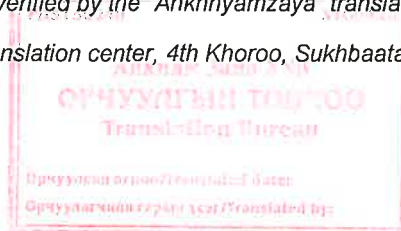
SEVEN. RISK AND INSURANCE

Rectification of the damage inflicted on others

- 7.1. The Contractor shall be responsible for any material or non-material damage (human life or health) caused to others by the Contractor or Subcontractor's authorized personnel during the period of service provision.
- 7.2. The Contractor shall not be responsible for any material or non-material damage (human life or health) caused to others by the Client or its authorized personnel.
- 7.3. The Client is responsible for the following risks:
 - 7.3.1. The work results are damaged or destroyed due to extraordinary circumstances of a sudden or force majeure after the service results were transferred to the Client;

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Insurance

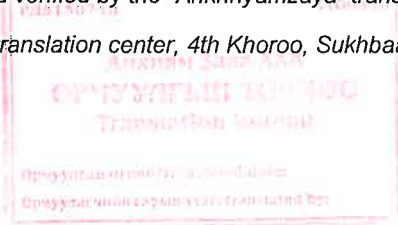
- 7.3.2. A notification of award was provided for the service performed, but the work and its components were damaged or destroyed due to the Client's failure to accept it.
- 7.3.3. Services, materials and equipment are damaged or destroyed due to the Client's misconduct (omissions);
- 7.3.4. Any risks resulting from errors in the Client's work description.
- 7.4. If the Client refuses to accept the work result due to a service failure, the Client is not responsible for any risks arising during the period or the work acceptance.
- 7.5. The Contractor must be covered by the insurance specified in the SCC for any risks that may occur from the start of work until completion.
- 7.6. The Contractor shall insure the life, health, and property of third parties due to wrongful actions (omissions) of the Client, Contractor, or Subcontractor.
- 7.7. The Contractor shall submit a copy of the insurance contract or certificate to the Client's Representative.
- 7.8. In the event the Contractor does not submit a copy of the insurance contract or certificate, the Client shall conclude the insurance contract and collect the fee from the Contractor.
- 7.9. The terms of insurance may not be changed without the consent of the Client Representative.

EIGHT. DEFECTS AND IMPLICIT DEFECTS

- 8.1. The service provided by the contractor and its parts shall be free of violations and defects.
- 8.2. The Client's Representative shall give instructions to the Contractor to identify violations and defects in any work that may have violations or defects during the provision of service and open the implicit part of the defects for inspection and testing.
- 8.3. If the Client identifies any violations or defects in the work or its components during the warranty period specified in the SCC, they must notify the Contractor of such issues before the complaint period expires.
- 8.4. Upon receiving the notification of Defect Remediation is given, the Contractor must begin the process of remedying the defects.

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Identification and remedy of defects

- 8.5. Each time a Notification of Defect Remediation is given, the Contractor shall remedy the violation or defect at its own expense within the period specified in the Notification
- 8.6. If the Contractor fails to address the violations or defects within the specified time frame, the Client may rectify them at their own expense.
- 8.7. The costs incurred by the Client shall be paid by the Contractor in an undisputed manner.
- 8.8. If the work or its components cannot be utilized by the Client during the defect remedy, the warranty period shall be extended for the duration of the remedy.
- 8.9. Even after the acceptance of the work, the Contractor remains responsible for any defects identified or implicit in the work, its components, or any consequences caused by them.
- 8.10. If the drawings are developed by the Client, it shall be responsible for any issues related to the drawings (accuracy of the drawings, work defects arising from it, etc.)

Implicit defects

Drawing defects

- 8.11. The Contractor shall be responsible for the accuracy of the Work drawings, related documents, information and data.

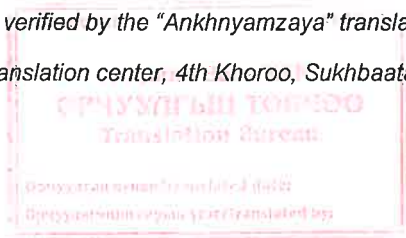
NINE. TERMINATION OF THE CONTRACT

Termination of the Contract by the Client

- 9.1. The Client may terminate the Contract on the following grounds:
 - 9.1.1. The Contractor fails to provide the service without a valid excuse;
 - 9.1.2. The Client extended period to complete the duties, but the Contractor did not produce any results.
 - 9.1.3. All or part of the rights and obligations assumed by the Contractor under the Contract were transferred to others or performed by others,

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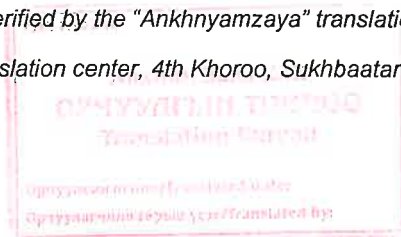
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- 9.1.4. If the court or relevant authorities find that the Contractor was involved in corruption during the Bidding or execution of the Contract.
 - 9.1.5. The total amount of the liquidated damages specified in the SCC exceed 50 (fifty) percent of the value of the unfulfilled obligation;
 - 9.1.6. The Costructor performed more than 20 (twenty) percent of the total work with one or more Subcontractors;
 - 9.1.7. During the execution of work, the Constructor's special permit has expired and has not been renewed, suspended, or revoked.
 - 9.1.8. The Constructor has failed to fulfill the contractual obligations under the conditions have not been met as a legal entity.
- 9.2. The Client may terminate the Contract at any time, in addition to the ground specified in GCC 9.1.
- Termination of the Contract by the Contractor 9.3. The Constructor may terminate the Contract on the following grounds:
- 9.3.1. The Client did not properly fulfill the main obligations specified in the Contract and within the specified additional period:
 - 9.3.2. The total amount of the liquidated damages specified in the SCC exceed 50 (fifty) percent of the value of the unfulfilled obligation;
 - 9.3.3. If the Client's suspsention of work shall adversely affects the rights and legal interests of the Constructor.
- Contract Procedure Termination 9.4. The Party terminating the contract shall provide the other Party with an additional period of notification to remedy
- 9.5. The Client may not provide an additional period of performance if it is obvious that the obligations are not fulfilled within the specified additional period, and if the period is extended in accordance with GCC 4.8.
- 9.6. If an additional period is not required, and the notifications of the additional period is not responded to or if the violation is not eliminated within the specified period, the Party terminating the contract shall send a notification of contract termination to the other Party.
- 9.7. If the Contractor recieves the notification specified in GCC 9.6, it shall refrain all further work immediately or within the preiod specified in the notification, except to protect the completed part of the work and leave the work site in a clean and safe condition and the work completed until the date of termination of the Contract and the documents (act) related to its components shall be handed over the Client.

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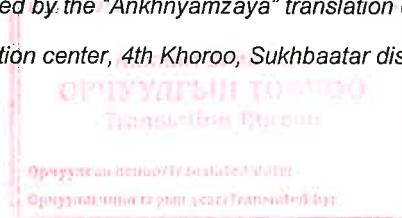
- Payment after termination of Contract
- 9.8. In case of termination of the Contract in accordance with GCC 9.1, the Contractor has the right to demand payment for the work performed up to the date of termination of the Contract.
- 9.9. In case of termination of the Contract in accordance with GCC 9.2, the Client shall pay the Contractor the following fees:
- 9.9.1. Payment for work performed up to the date of contract termination;
- 9.9.2. Expenses incurred in connection with moving the Contractor's equipment from the work site;
- 9.9.3. Any payment due by the Contractor to the Subcontractor in connection with the termination of the Contract;
- 9.9.4. Costs incurred by the Contractor to protect the work, leave the work site in a clean and safe condition;
- 9.9.5. Other costs and damages directly related to the termination of the Contract.

TEN. OTHER PROVISIONS

- Notifications
- 10.1. Notifications, instructions, information and other communications of the Parties shall be through the Representatives.
- 10.2. All notifications (including but not limited to consents, waivers, securities, confirmations, invoices, certificates, decisions, requests and letters) relating to the performance of contractual obligations shall be in writing.
- 10.3. The notification shall be delivered personally or sent by certified mail to the Representative's address specified in the Contract Confirmation Form.
- 10.4. A notification shall be deemed to have been received in the following cases:
- 10.4.1. If sent by certified mail, based on the receipt of payment on the date of posting;
- 10.4.2. Based on the date of receipt of the personally delivered notification by the authorized representative of the other Party.
- 10.5. Either Party shall immediately notify the other Party in writing in the event of a change of business address, telephone or postal address.
- 10.6. The non-notified Party shall be responsible for the consequences of non-fulfillment of obligations specified in GCC10.5.
- 10.7. An urgent notifications requiring immediate notification may be given in a form other than that specified in GCC

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Change of the Representative

10.2 and the notification shall be confirmed by delivering in writing.

10.8. The Parties may change the representative at their own initiative.

10.9. In the event of a change of the Representative, the other Party shall be notified in writing immediately.

10.10. The notification must include the full name, position, contact phone number (business or personal), and e-mail address of the Representative.

10.11. The rights and obligations of the previous Representative shall be terminated when the changed notification is delivered to the other Party.

Conditions for amendments or corrections to the service

10.12. The Parties may make amendments to the work to improve the quality, efficiency and safety of the service, provided that they are within the scope of the general performance of the work, are technically feasible and do not affect the Contract period and price.

10.13. If the Contractor and the Client deem it necessary to amend, the Contractor shall issue a draft of the changes.

10.14. Based on the draft, the Client shall submit a change notification if the conditions and requirements specified in GCC 10.12 are met.

10.15. The Contractor shall be responsible for the consequences of technical and technological errors, the Contract period has expired, or the price has increased with amendments made without the Contractor's permission.

Force majeure

10.16. In the event of a force majeure that makes it impossible to perform the service within the time specified in the Contract, the Contractor shall immediately notify the Client's representative in writing. If the written notice requires time, an advance notification may be provided in the form specified in GCC 10.7.

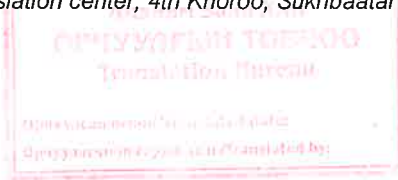
10.17. The Contractor shall seek all possible means of performance of the Contract until instructed by the Client.

10.18. The Client shall provide instructions within the usual reasonable period and the Parties shall take all possible measure to implement the Contract by mutual agreement.

10.19. In the event that the Instructions of the Client to implement the Contract and the measures taken by the Contractor are not effective, the Contractor may submit a request specified in GCC 4.5.

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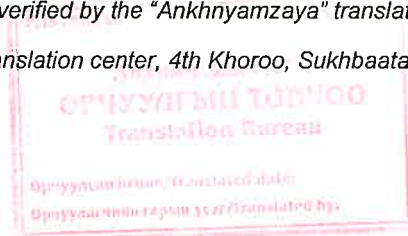
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- Violation of intellectual property rights 10.20. If it is determined by the decision of the competent authority that a third party's intellectual property rights have been violated during the provision of the service or in connection with the provision of the service, the guilty party shall bear the responsibility and remedy the related costs and damages.
- Liquidated damages 10.21. In the Client fails to meet its payment obligations on time, it shall pay the Contractor liquidated damages equal to the amount of the unmet obligation specified in the SCC for each day of delay.
- 10.22. If the Contractor fails to meet its payment obligations on time, it shall pay the Client liquidated damages equal to the amount of the unmet obligation specified in the SCC for each day of delay.
- 10.23. The Parties shall not disclose, transmit, or make public any information obtained during the implementation of the Contract, as determined by Law or protected as confidential by the organization, except with the consent of the other party or as required by an authorized organization.
- 10.24. In case of disclosure of confidential information to the other party, a note of confidentiality shall be made, and a notification of non-disclosure shall be provided.
- Dispute resolution 10.25. Any dispute arising from the Contract shall be resolved by mutual agreement between the Parties.
- 10.26. If the dispute cannot be settled by consensus, it shall be settled by the courts of Mongolia.

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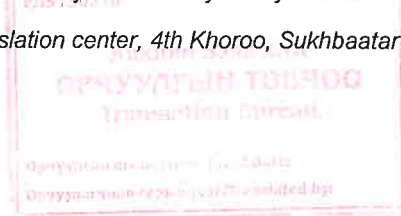


SPECIAL CONDITIONS OF CONTRACT

SCC 4.1.	Service commencement date: After the parties signed the contract and the contract came into force.
SCC 4.2.	Submit the service progress report schedule (plan) with a date.
SCC 4.9.	Submit the service progress report schedule with a date.
SCC 5.2.	Price adjustment: "Shall not"
SCC 5.4.	Whether to issue an advance payment: "No"
SCC 5.5	Advance payment deadline: TBD
SCC 5.6.	<p>Payment deadline:</p> <p>The main indicators of the contractor's performance, payment stages and schedules, and work results shall be included in the service contract.</p> <p>The Customer, the Contractor and the Funding parties shall conclude the Financing Agreement by including the conditions mentioned in the Service Agreement in the Financing Agreement.</p> <p>Payments are made based on performance in accordance with the financing agreement.</p> <p>The payment shall be transferred in cash to the account of the service provider based on the contract, invoice and related documents between the customer and the service provider.</p>
SCC 6.1.	Amount of advance payment: "No"
SCC 6.7.	<p>Quality Guarantee:</p> <p style="text-align: center;">If Quality Security is required: "Not Required"</p>
SCC 6.13.	Warranty period: "Not Required"
SCC 7.5.	<p>Insurance:</p> <p>The contractor shall be fully responsible.</p>
SCC 10.21.	<p>Client payment rate for liquidated damages: "Oyu Tolgoi" LLC will be responsible for financing.</p> <p>Rate for liquidated damages: 0.05 percent of the amount of unfulfilled obligations per day</p>
SCC 10.22.	<p>Contractor payment rate for liquidated damages:</p> <p>Rate for liquidated damages: 0.05 percent of the amount of unfulfilled obligations per day</p>

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**AGREEMENT ON FINANCING THE CONSULTING SERVICES TO UPDATE THE
FEASIBILITY STUDY OF KHERLEN-TOONO PROJECT AND DEVELOP AN
UPDATED FEASIBILITY STUDY**

[insert date]

No. [insert]

This Agreement on Financing the Consulting Services to Update the Feasibility Study of Kherlen-Toono Project and Develop an Updated Feasibility Study (**the Agreement**) is made and entered into on [insert date] by and between

Oyu Tolgoi LLC (OT LLC or the Financing Entity),

Erdenes Oyu Tolgoi LLC (EOT LLC or the Owner) and

[insert the selected contractor] (**the Contractor**) (hereinafter referred to, collectively, as “the Parties” and individually as “the Party”) on the following terms and conditions:

1. GENERAL

- 1.1. This Agreement sets out the details for funding by OT LLC of the Consulting Services to Update the Feasibility Study (**the FS**) of Kherlen-Toono Project and Develop an Updated FS (**the Consulting Services**) and specifies relations, duties and responsibilities of the Parties with respect to financing and oversight of the Consulting Services.
- 1.2. This Agreement is entered into by the Parties, within five days upon the receipt of the confirmation by the Contractor selected of the agreement in accordance with Article 30.4 of the Law on Procurement of Goods, Works and Services with Local and State Funds, after the conclusion of an Agreement on Providing Consulting Services between Erdenes Oyu Tolgoi LLC (the **Owner**) and [insert contractor name] (the **Contractor**) for the Consulting Services executed on [insert date].
- 1.3. A total amount of the funding provided under this Agreement (**the Total Funds**) will be used for the performance of the Consulting Services.
- 1.4. Any arrangements (prior, current and future) regarding the Consulting Services will be the sole responsibility of the Owner and/or the Contractor.

2. DEFINITIONS

In the Agreement the following terms have the meaning set out below.

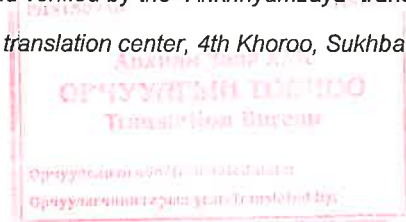
Liabilities means damages, claims, losses, liabilities, costs and expenses of any kind.

Personnel means, in relation to the Contractor, any of its employees, sub-contractors (including sub-contractors' personnel), agents and representatives involved either directly or indirectly in the performance of the Consulting Services;

Total Funds means a total amount of monies to be provided by the Financing Entity under this Agreement for the provision of the Consulting Services.

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Consulting Services means Consulting Services to Update the Feasibility Study of Kherlen-Toono Project and Develop an Updated Feasibility Study which is financed by the Financing Entity.

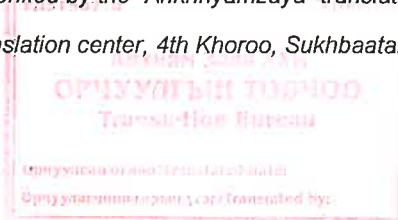
Work Schedule means schedule set out in Appendix D and agreed under the Agreement on Providing Consulting Services between the Owner and the Contractor for the purpose of perform and complete the Consulting Services at certain stages within the agreed period of time and the specified time in the tendering documents.

3. CONDITIONS FOR FUNDING

- 3.1. OT LLC will provide **Total Funds** of MNT [insert the amount in number/in word] for the provision of the Consulting Services which will be made in accordance with the Payment Schedule set out in Appendix B to this Agreement subject to safe and satisfactory performance of the Consulting Services.
- 3.2. All expenses incurred by the Contractor in relation to the performance of the Consulting Services will be deemed to have been included in the Total Funds, including any applicable taxes.
- 3.3. Subject to Clause 3.1, and without compromising the effect and importance of other provisions of this Agreement the OT LLC's funding will be made provided that the Contractor and/or the Owner meets, at a minimum, the following conditions:
 - 3.3.1. Safe and satisfactory performance and completion of the Consulting Services according to the relevant regulations and standards and the best practice by a duly licensed Contractor.
 - 3.3.2. All required expertise review, inspection, audit, approval and commissioning by the government and/or professional bodies have been carried out or issued in accordance with applicable laws, regulations and standards of Mongolia.
 - 3.3.3. Comply with the relevant legislation of Mongolia regarding anti-corruption and prevention of conflict of interests.
 - 3.3.4. When and as requested by the Financing Entity the Contractor or its subcontractors (if any), and the Owner will, without any delay, reservation or refusal, provide a full access to the materials or documents or Personnel involved in the performance of the Consulting Services.
 - 3.3.5. Upon request of the Financing Entity, immediately provide all relevant details of information and documentation on any and all Consulting Services carried out prior to signing of this Agreement.
 - 3.3.6. Appropriately fulfil other duties and obligations under this Agreement.

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4. OWNER RESPONSIBILITIES

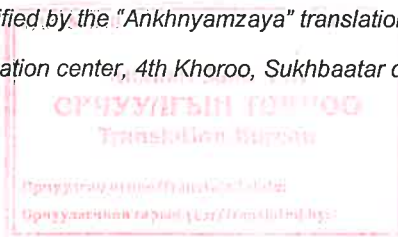
- 4.1. The Owner shall have the following responsibilities:
 - 4.1.1. Verify the compliance of the relevant regulations and authorized instructions to the Consulting Services;
 - 4.1.2. Perform the owner's supervision on performing the Consulting Services in accordance with all requirements under applicable regulations and standards, requirements and the Work Schedule under the relevant agreement;
 - 4.1.3. Promptly conduct an effective review or supervision on the spending of the Total Funds in accordance with Appendix A and the relevant agreement;
 - 4.1.4. Perform the owner's supervision and meet requirements under law (where applicable); and
 - 4.1.5. Provide supervision at each stage of the Contractor works against the agreed Work Schedule and ensure that any problems and shortcomings identified or revealed are promptly addressed or eliminated, and fulfil other duties and responsibilities set out in the relevant legislation.

5. CONTRACTOR RESPONSIBILITIES

- 5.1. The Contractor fully acknowledges and agrees to satisfactorily perform the Consulting Services in accordance with the requirements of the relevant law and standards.
- 5.2. The Contractor further acknowledges and agrees that the Total Funds is sufficient to complete the Consulting Services in satisfactory terms within the Work Schedule.
- 5.3. If the Contractor fails to satisfactorily perform or timely complete the Consulting Services, the Contractor shall perform that part of the Consulting Services at the Contractor's own expense and without any additional costs to the Owner and the Financing Entity.
- 5.4. The Contractor must efficiently manage its costs and effectively organize its Personnel and complete the Consulting Services under the Work Schedule attached as Appendix B. The Financing entity will not take any responsibility and incur additional costs in relation to any delay, workforce and productivity.
- 5.5. The Contractor is required to supply all Personnel necessary for the proper performance of the Consulting Services. Such Personnel must be appropriately qualified, competent and skilled to perform the relevant parts of the Consulting Services in respect of which they are engaged.
- 5.6. The Contractor shall organize discussions by the local community and the relevant government organizations on the report of the study outcome.
- 5.7. Timely and fully update the Financing Entity and the Owner on Consulting Services progress.

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6. REVIEW AND REPORT ON SERVICE PERFORMANCE

- 6.1. The Contractor will submit to the Owner a 14 day-progress report.
- 6.2. The report will include the following:
 - 6.2.1. The amount and percentage of actual work performance (the percentage of the performance, and performance against the Work Schedule and Payment schedule).
 - 6.2.2. Any gaps between the Work Schedule and actual performance.
- 6.3. The Owner will review and monitor the work progress and performance against the Work Schedule and deliver to the Financing Entity a report including the following at the time set out below:
 - 6.3.1. Date on which 40% performance has been achieved: Report on performance and progress of Phase 1:
 - Review the performance against the Work Schedule (Appendix D), report on the outcome of the Owner's supervision, and deliver the relevant letter along with the invoice; and
 - Review and confirm the progress report of the Contractor.
 - 6.3.2. Date on which 80% performance has been achieved: Report on performance and progress of Phase 2:
 - Review the performance against the Work Schedule (Appendix D), report on the outcome of the Owner's supervision, and deliver the relevant letter along with the invoice; and
 - Review and confirm the progress report of the Contractor.
 - 6.3.3. Date on which 100% performance has been achieved: Report on performance and progress of Phase I:
 - Review the performance against the Work Schedule (Appendix D), report on the outcome of the Owner's supervision, and deliver the relevant letter along with the invoice; and
 - Review and confirm the progress report of the Contractor.

7. OWNERSHIP, CONTROL AND RELEASE FROM LEGAL LIABILITIES

- 7.1. Either during or after the completion of the performance of the Consulting Services, the Consulting Services or any part of it shall not be owned or used by the Financing Entity.
- 7.2. The Owner shall take all permitted or lawful actions to release or make harmless OT LLC or its affiliates, assigns, or successors from any and all legal liabilities, claims or grievances that may arise in connection with the Consulting Services.

8. NO CLAIMS FOR ADDITIONAL OR INCREASED COST

The Owner and the Contractor will not claim from the Financing Entity additional or increased costs associated with any unforeseen expenses, including but not limited to those resulting from

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delay, cost estimates, cash flow problem, economic hardship, exchanges rates, Force Majeure, material, equipment or labor supply or related costs.

9. NOTICE

9.1. Any notice given under this Agreement:

- (a) must be in writing addressed to the address shown below or the address last notified by the sender to the intended recipient:

The Financing Entity: Oyu Tolgoi LLC

Attention: [insert]

Contact details: [insert]

Address: 12th floor Monnis Tower, Chinggis Avenue 15, Sukhbaatar District, Ulaanbaatar, Mongolia

Email: Erdenebats@ot.mn

The Owner: Erdenes Oyu Tolgoi LLC

Attention: [insert]

Contact details:

Address: 14th floor Monnis Tower, Chinggis Avenue 15, Sukhbaatar district, Ulaanbaatar, Mongolia

Email: [insert]

The Contractor: [insert]

Attention: [insert]

Contact details:

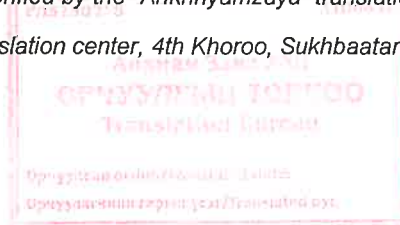
Address: [insert]

Email: [insert]

- (b) must be signed by a person duly authorised by the sender; and
- (c) will be taken to have been given when delivered, received or left at the above address.
- 9.2. If the Parties send letters or notices associated with this Agreement in person or delivered it to the aforementioned facsimile or email addresses, the date of sending shall be considered as the date of receipt and delivery. If the date of sending is not a Business Day, the following Business Day shall be considered as date of receipt or delivery. If the notice is sent by prepaid post, the 7th (seventh) day after the date of dispatching shall be considered as date of receipt and delivery.

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10. FORCE MAJEURE

Any event that is unforeseen and beyond the reasonable control of the Parties shall be deemed a Force Majeure event and the Parties shall be released from liabilities, obligations and undertakings affected by the Force majeure event to the extent and continuance of that event. Force majeure event, for the purposes of this Agreement, will include governmental orders, riots, natural fire, earthquake, severe windstorms and heavy floods.

11. RISK AND RISK MANAGEMENT

Risks associated with the completion of the Consulting Services shall, for the purposes of this Agreement, be the sole risk of the Owner. The Owner shall make its best efforts and employ the highest possible care and diligence to assess, mitigate, prevent from and manage such risks at its costs.

12. INDEMNITY

The Owner and the Contractor shall indemnify and hold harmless OT LLC from and against any and all claims, liabilities, costs or expenses (both contractual and legal) arising in connection with this Agreement and under the applicable laws.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1. This Agreement shall be governed by laws of Mongolia and shall be interpreted in accordance therewith.

13.2. In case the Parties fail to resolve a dispute arising out of or in connection with this Agreement by mutual negotiation within 30 (thirty) days or within a time period otherwise agreed by the Parties, then the dispute shall be settled by a Mongolian court.

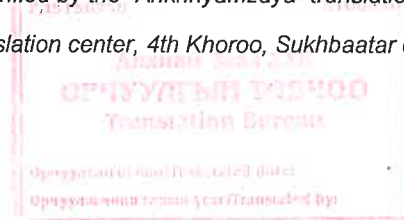
14. TERMINATION

14.1. The Financing Entity may terminate this Agreement and cease payment or transfer of any portion of the Total Funds upon consultation with the Owner in accordance with applicable laws and regulations should the Owner and/or the Contractor fails to meet or break requirements and conditions specified in Clause 3.3 and fails to rectify the breach or failure within a time period specified in a notice of breach provided by the Financing Entity to the Contractor and/or the Owner.

14.2. Upon termination of this Agreement, the Owner and/or the Contractor must take any and all measures necessary to mitigate costs or other risks attributed to the Consulting Services. Further, in respect of the termination of the Agreement, the Financing Entity may claim a return or reimbursement of any amount or portion of the Total Funds paid or transferred from the Contractor.

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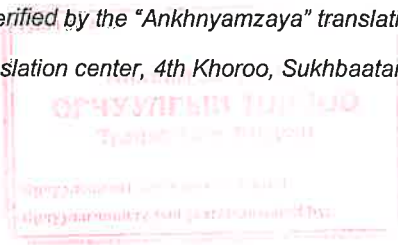


15. MISCELLANEOUS

- 15.1. This Agreement may be amended or altered in writing by the Parties.
- 15.2 The Owner and the Contractor shall have no right to assign any rights, interests or obligation, fully or partially, under this Agreement to any third party, without an explicit consent of the Financing Entity.
- 15.3 Each Party warrants that it has the power to execute this Agreement and to perform its obligations thereunder and has obtained all necessary authorization and permission to execute this Agreement and perform its obligations.
- 15.4 This Agreement is executed in three counterparts in Mongolian and English languages, which shall be kept by each of the Parties. In case of a discrepancy between the two versions, the English version shall prevail.

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SIGNING PAGE CONTINUES

Agreed and signed by:

For and on behalf of the Financing Entity:

[insert name & position]
Oyu Tolgoi LLC

For and on behalf of the Owner:

[insert name & position]
Erdenes Oyu Tolgoi LLC

For and on behalf the Contractor:

[insert name & position]
[insert contractor]

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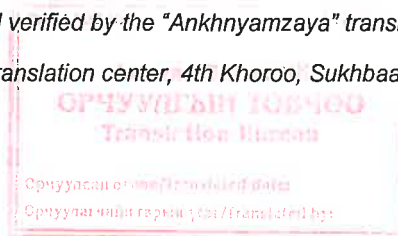
APPENDIX A

COST BREAKDOWN

№	Cost items	Performance milestone 40% №1	Performance milestone 40% №2	Performance milestone 20% №3	Total budget
1	Labor cost				
2	Material				
3	Transportation				
4	[insert]				
5	[insert]				
6	[insert]				
7	VAT 10%				
8	Total				

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APPENDIX B

PAYMENT SCHEDULE

1. Invoice instructions

1.1 One original copy of an invoice together with one duplicate copy of the invoice shall be sent to or delivered at OT LLC at its official address and shall be addressed to [insert].

1.2 In addition, the invoice must include:

1.2.1. [required documents];

1.2.2 Signed and stamped by authorized personnel certifying that invoice is correct and authentic.

2. Payment method

2.1 All payments under this Agreement must be transferred to the bank account of the Contractor.

2.2 The Contractor will provide to the Financing Entity with information or documents, if it is necessary, required for making payments to the Contractor.

2.3 All amounts will be payable in Mongolian Tugrugs.

2.4 The invoice will be paid within 45 days from the first day of the month following the date of the invoice.

3. Taxes

3.1 The Total Funds is an amount inclusive of all taxes, fees or charges.

3.2 The Owner and the Contractor (as the case) shall be liable for any and all taxes or fees that may be assessable on them in relation to this Agreement and the funds or Total Funds provided under this Agreement or payable to the government under the applicable laws.

4. Requirements on invoice

4.1 The Contractor's name on the invoice must be identical as the Contractor's name on this Agreement.

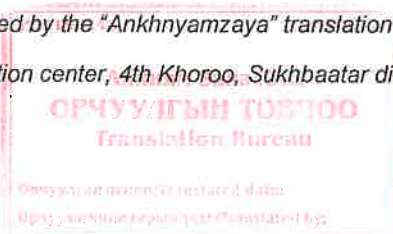
4.2 All invoices shall be in Mongolian.

4.3 Invoices shall be delivered in accordance with this Appendix B and the milestone payment.

4.4 As per requirement of the Financing Entity, if the Contractor is withholding value-added taxpayer, it is mandatory to provide an invoice from ebarimt (the electronic integrated system of tax authority). Therefore, after payment has transferred to the Contractor, it is required to complete the following actions within 5 working days following receipt of the payment: the Contractor have to check the invoice on ebarimt (the electronic integrated system of tax

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authority) by ticking “payment has made” then it will create a receipt for purchase by the Financing Entity.

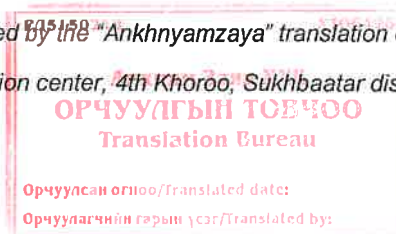
5. Milestone payment

The Financing Entity shall provide the Total Funds for the Consulting Services against the following performance milestones in milestone payments:

Milestone Payments	Performance milestones	Tentative Date	Required documents
40% of the Total Funds or [insert] MNT		Date where 40% performance is achieved.	
40% of the Total Funds or [insert] MNT		Date where 80% performance is achieved.	
20% of the Total Funds or [insert]MNT		Date where 100% performance is achieved.	

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DESCRIPTION OF THE CONSULTING SERVICES

Objectives and studies of technical and economic feasibility study of Kherlen-Toono project

The purpose of the research work is to establish a multi-purpose water complex at the estimated location of the Kherlen River, adapt to climate change, and provide water supply options to meet the prospects of growing water consumption in the eastern region of South Gobi. It is a matter of choosing an alternative that can be compared in terms of environmental and social impact.

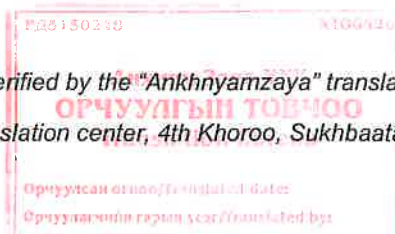
The Feasibility study shall be revised in detail based on previously conducted exploration, research and calculation materials.

- According to the results of the feasibility study, water resources, technical and technological possibilities, financial and economic conditions, and environmental and social impacts are compared to provide water consumption in the Eastern region of South Gobi by a combination of underground water sources in Gobi and surface water sources in the northern region or Kherlen river flow, In other words, it is to adjusting and delivering water to consumers through hidden pipelines to Gobi region.
- Develop engineering solutions by searching for new technical and technological solutions in order to reduce the desertification that has been taking place intensively in the entire territory of Mongolia and the Gobi region in recent years.
- Within the framework of the feasibility study, to create several options for environmentally friendly solutions for the necessary engineering facilities, to develop working drawings and to decide on their location.
- Performed the following preliminary studies to increase water supply on the Kherlen river and the Gobi region to create a water supply system for the development of pastoral and agricultural areas using energy at a low cost to develop tourism in the region. These include:
 1. Research and exploration study "Possibility of transporting water between regions and development of feasibility study" within the framework of the Sainshand Industrial Complex project developed in 2014 by the Ministry of Agriculture / Kherlen-Toono/
 2. Multi-year flow adjustment on the Kherlen River developed in 2015 "Kherlen Govi" project to improve the ecological capacity of the river by building water storage reservoirs. Preliminary technical and economic studies.
 3. The technical and economic basis of the project to increase the water supply of the industrial and mining industry in the Gobi region developed in 2021 by order of the Water Department.

Area covered by the project: A large artificial lake with a port will be built on the Kherlen river to adjust the flow, and the project will accumulate and protect surface water and use it properly. The project will cover the eastern part of Mongolia's economically important Eastern region and Southern Gobi region, and most of this area is natural dry land belongs to the region. In other words, the territory of the project includes 3 soums of Khentii province, 2 soums of Central province, 3 soums of Gobisumber province, 8 soums of Dornogobi province, and 3 soums of Umnogobi province.

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APPENDIX D

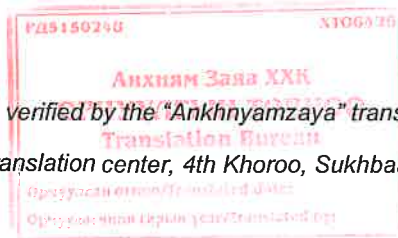
WORK SCHEDULE

A. Studies and research to be carried out on the field

	<i>[The following will be counted as the first month, second month]</i>											
	1	2	3	4	5	6	7	8	9	10	11	12
Activities (works)												

B. Submit report to complete the works

Report	Date
1. Initial report	
2. Progress report (a) Report #1 (b) Report #2	
3. Draft report	
4. Final report	



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BID CONFIRMATION 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 Contractor]** (hereinafter referred to as the "Contractor") have accepted the Bid submitted by the Contractor and concluded this Contract under the following conditions.

This Contract governs the relationship between the Client and the Contractor in connection with the execution of work, supply of ancillary goods, provision of services (hereinafter collectively referred to as "Services") and payment of prices

1. The price of the Services to be performed under this Contract is **[write the price specified in the Contract Authorization notification in numbers and letters]** MNT (hereinafter referred to as the "Contract Price"). The Contract Price is the maximum funding amount.
2. The Contract Price shall be transferred to the **[insert account number]** account of **[insert name of bank]** of the Contractor **[insert name of Contractor]**.
3. The following documents shall form part of the Contract hereafter. (hereinafter referred to as "Contract document):
 - 3.1. Notification of Contract Award;
 - 3.2. Contractor Bid submission form;
 - 3.3. Special Conditions of Contract;
 - 3.4. General Conditions of Contract;
 - 3.5. Performance Guarantee;
 - 3.6. Advance Payment Guarantee;
 - 3.7. Technical specifications;
 - 3.8. Schedule for the provision of services.
4. The Parties shall be represented by the following Representatives in matters related to the implementation of the Contract:

4.1. Client Representative information

Surname:

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Оруулагч орноо/translated date:
Оруулагч өдөр/translated by:

Name:
Position:
Work phone:
Mobile phone:
E-mail:

4.2. Contractor Representative information

Surname:
Name:
Position:
Work phone:
Mobile phone:
E-mail:

ON BEHALF OF THE CLIENT:

ON BEHALF OF THE CONTRACTOR:

[Position, name]
[Signature] _____
STAMP

[Position, name]
[Signature] _____
STAMP

РД5150248 ХТ06426

Анхням Заяа ХХИ

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Translation Bureau

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Орчуулсан огноо/Translated date:

Орчуулагчийн гарын үсэг/Translated by:

BIDDING ANNOUNCEMENT

Date: **July 2, 2024**
Bidding type: **Service**
Bidding name: **To update Feasibility Study of "Kherlen Toono" project**

Bidding number: **3OTXXK/20240101004**

Total estimated value: **10,143,960,000 MNT (Ten billion, one hundred forty-three million, nine hundred sixty thousand).**

Bidding method: **Open**

1. **Erdenes Oyu Tolgoi LLC** invites enterprises meeting the requirements and criteria specified in the Bidding documents to submit Bids.
2. The Bidding consists of the following lots: **"No"**
3. Bids shall be submitted in accordance with the Bidding documents before August 20, 2024, and Bids shall be opened on August 20, 2024 at 11:30 am.
4. Whether to permit the alternative offer. **"Not permitted"**
5. Whether a foreigner is eligible to submit a Bid: **"Eligible"**
6. The Bid shall be valid for 30 or more business days after its opening.
7. If Bid Security is required: **"Yes"**
If a Bid Security is required, please note that the Bid shall be opened by submitting the Bid Security with the price specified in the Bidding documents through the electronic procurement system in accordance with the relevant procedures.
8. Whether bidding is pre-organized: **"No"**
9. Whether the Bidding is organized with two phases: **"No"**
10. The Bidder shall have the right to submit a Bid by paying the service fee of the electronic procurement system.

Address: **No.803, 8th floor of Blue Sky tower, Peace Avenue, 1st khoroo, Sukhbaatar District, Ulaanbaatar city, Mongolia.**

Tel: **7007 8085**

E-mail: **tender.gov.mn**

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