

## Checklist for Submission of Proposals

Procurement Process: *Ulaanbaatar-Darkhan Road Expansion Project*

Contract: *Additional works for harmonisation of Phase 1 and Phase 2*

The following list represents the minimum required documents, comprising a proposal, which shall be completed in accordance with the requirements specified in the Procurement Document:

<b>Letter of Tender</b>	<input type="checkbox"/>
Appendix to Tender	<input type="checkbox"/>
Covenant of Integrity	<input type="checkbox"/>
Duly authorised power of attorney	<input type="checkbox"/>
<b>Technical Documentation</b>	
Form TEC-1: Technical Proposal	<input type="checkbox"/>
Base Programme	<input type="checkbox"/>
Environmental, Social, Health and Safety Plan	<input type="checkbox"/>
Quality Assurance Plan	<input type="checkbox"/>
Procurement and Logistics Plan	<input type="checkbox"/>
Draft traffic management plan	<input type="checkbox"/>
Form SUB-1: List of Proposed Subcontractors	<input type="checkbox"/>
Form PER-1: Proposed Personnel	<input type="checkbox"/>
Form EQP-1: Proposed Equipment	<input type="checkbox"/>
Form EQP-2: Details of Proposed Equipment	<input type="checkbox"/>
List of suppliers/vendors for major items of materials and plants	<input type="checkbox"/>
Manufacturer's Authorisation	<input type="checkbox"/>
Form FII-1: Financial Institution Information	<input type="checkbox"/>
<b>Financial Documentation</b>	
Price Schedules	<input type="checkbox"/>
Form CFF-1: Cash-Flow Forecast	<input type="checkbox"/>
<b>Eligibility and Qualification Documentation</b>	
Participant's company charter(s)	<input type="checkbox"/>
JVCA agreement (if applicable)	<input type="checkbox"/>
Registration (incorporation) documents	<input type="checkbox"/>
Information of the ownership structure	<input type="checkbox"/>

Parent Company Guarantee	<input type="checkbox"/>
Duly authorised power of attorney concerning the parent company guarantee	<input type="checkbox"/>
Form ELI-1: Eligibility Participant Information	<input type="checkbox"/>
Form FIN-1: Financial Situation	<input type="checkbox"/>
Form FIN-3: Current Contract Commitments and Pending Awards	<input type="checkbox"/>
Form EXP-1: Experience	<input type="checkbox"/>
Form HIS-1: Historical Contract Non-Performance and Pending Litigations	<input type="checkbox"/>
Form ESH-1: ESHS Certifications and Documents	<input type="checkbox"/>
Form ESH-2: Specific ESHS Management Experience	<input type="checkbox"/>
Form SUB-2: Subcontractor Eligibility Information	<input type="checkbox"/>
Form SUB-3: Subcontractor Experience	<input type="checkbox"/>
Form SUB-4: Subcontractor Financial Situation	<input type="checkbox"/>
Form PER-2: Resume of Proposed Personnel	<input type="checkbox"/>
Licences (permissions)	<input type="checkbox"/>
Form IRC-1: Information Request Consent	<input type="checkbox"/>
Form IRC-2: Bank Information Request Consent	<input type="checkbox"/>

<b>Tender Security</b>	<input type="checkbox"/>
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## Section V: Forms

### Letter of Tender

#### Preamble

A Participant shall prepare the Letter of Tender on stationery with its letterhead clearly showing the Participant's complete name and address.

The Letter of Tender may need to be amended and, where appropriate, shall be complemented by an Appendix to Tender, taking into account the model form of the Contract, included in Section VII, Contract Terms and Conditions. Particular care shall be taken to ensure that the provisions contained in para (c) of the Letter of Tender unambiguously articulate the relevant taxes, levies and duties that Participants must include in their proposal prices, taking into account the provisions in Section II, Data Sheet.

If alternative proposals are permitted or invited by the Procurement Document, in the event that a Participant wishes to submit an alternative proposal the Participant shall use the same template of the Letter of Tender but shall include the wording "(ALTERNATIVE)" after the title. The same wording may be added to the standard text of the Letter of Tender, where appropriate.

Regardless of the model form of Contract used, the Covenant of Integrity must be attached to the Letter of Tender.

## Letter of Tender<sup>1</sup>

To: *Ministry of Road and Transport Development of Mongolia (MRTD)*

Dear Sir or Madam,

Re: Procurement Process:  
*31313491: Additional works for harmonisation of Phase 1 and Phase 2*

Contract:

*Lot 1: Construction of 5 cm asphalt concrete wearing course for 65.4 km of the Ulaanbaatar-Darkhan highway (Sections 1, 2 and 3A)*

*Lot 2: Construction of 5 cm asphalt concrete wearing course for 65.1 km of the Ulaanbaatar-Darkhan highway (Sections 3B, 4 and 5)*

*[delete Lots that tender is not submitted for]*

Being duly authorised to represent and act on behalf of *[insert the Participant's name]*, we, the undersigned, declare that:

- (a) We have examined and have no reservations to the Procurement Document for the above referenced Procurement Process, including the addenda thereto issued in the course of the Procurement Process;
- (b) We offer to execute the above mentioned Contract in conformity with its terms and conditions;
- (c) The total price of our proposal, excluding any discounts offered in item (d) below, is:  
Lot 1: \_\_\_\_\_ *[enter figures and words]; [*  
Lot 2: \_\_\_\_\_ *[enter figures and words];*  
*[delete Lots that tender is not submitted for]*  
This total price *[insert "includes" or "excludes"]* VAT *[, as well as import levies and duties];*
- (d) The discount offered by us is: \_\_\_\_\_ *[enter figures and words]* and the methodology for its application is \_\_\_\_\_;
- (e) Our proposal shall be valid for a period of \_\_\_\_\_ *[insert the validity period in figures and words in accordance with the requirements of the Procurement Document]* days from the date of proposal opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We acknowledge that the Attachment to the Letter of Tender, namely the Covenant of Integrity, forms part of this Letter of Tender;
- (g) *[We also acknowledge that the Appendix to Tender forms part of the Letter of Tender;]*
- (h) We are eligible to be awarded Bank-financed contracts;

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<sup>1</sup> The defined terms used in this Letter of Tender have the same meaning as stated in the Procurement Document for the Contract

- (i) We, including our partners in the JVCA, if any, are not participating as a participant or as a partner in a JVCA in more than one proposal in the Procurement Process;
- (j) We declare that the following affiliates of the Client, the Borrower, or the Grant Recipient, as appropriate, or of a procurement agent, or consultant engaged by the Client in connection with the Procurement Process are participating in our submission<sup>2</sup>:

Name	Address	Role	Affiliation

However, we can demonstrate upon your request that there is not a significant degree of common ownership, influence or control between a Participant and the Client, the Borrower, or the Grant Recipient, as appropriate, or the procurement agent, or consultant engaged by the Client in connection with the Procurement Process;

- (k) We do not have any conflict of interest or an unfair competitive advantage in respect of the Procurement Process;
- (l) We have not engaged in Anti-Competitive Conduct during the Procurement Process. We furthermore represent that in the preparation of our proposal we have not received assistance from, or communicated with, any other participant that may influence or has influenced the Procurement Process, other than for the purpose of subcontracting a portion of the Contract and then only for the purposes of facilitating that particular subcontract;
- (m) To the best of our knowledge none of our Subcontractors has
  - (i) been declared ineligible pursuant to the Bank's Enforcement Policy and Procedures;
  - (ii) engaged in Anti-Competitive Conduct during the Procurement Process; or
  - (iii) a conflict of interest;
- (n) We understand that this proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) We understand that if our proposal is determined to be the most economically advantageous, you may invite us for a contract finalisation meeting;
- (p) If our proposal is accepted, we commit to obtain a performance security in accordance with the Contract;
- (q) We understand that you are not bound to accept the most economically advantageous proposal or any other proposal that you may receive; and
- (r) If awarded the Contract, the person named below shall act as our representative:

\_\_\_\_\_.

Name:	
In the capacity of:	
Signed:	

<sup>2</sup> If no affiliate of the Client or of a procurement agent, or consultant engaged by the Client in connection with the Procurement Process is participating in the submission, state "None"

Duly authorised to sign the proposal for and on behalf of:	
Date:	

## Appendix to Tender

Item	GCC Sub-Clause	Entry
Employer's name and address	1.1.2.2 & 1.3	<p><b>Ministry of Road and Transport Development of Mongolia (MRTD)</b></p> <p>Government Building 13, Chinggis Avenue 11, Sukhbaatar District 8, Ulaan Baatar, 14251, Mongolia</p> <p>Tel.: +976-51-263208</p> <p>Fax: +976-51-263187, +976-11-312315</p> <p>Email: <a href="mailto:sugarmaa@mrt.d.gov.mn">sugarmaa@mrt.d.gov.mn</a></p> <p>Attn.: Ms. Sugarmaa Chadraabal, Head Road Policy Coordination Department</p> <p>Cc: Mr. Bayanzul Luvsandonoi, Senior Expert, Road Policy Coordination Department <a href="mailto:bayanzul@mrt.d.gov.mn">bayanzul@mrt.d.gov.mn</a></p>
Contractor's name and address	1.1.2.3 & 1.3	
Engineer's name and address	1.1.2.4 & 1.3	<p><b>Joint Venture IRD Engineering S.r.l. – Intercontinental Consultants and Technocrats Pvt. Ltd.</b></p> <p>JV Lead Member:</p> <p>IRD Engineering S.r.l.</p> <p>Lungotevere della Navi 30, Rome-00196, Italy</p> <p>Tel.: +39 06 976 11 271</p> <p>Fax.: +39 06 976 11 268</p> <p>Email: <a href="mailto:irdeng@irdeng.com">irdeng@irdeng.com</a></p> <p>Attn.: Mr. Paolo Orsini, Managing Director, IRD Engineering S.r.l.</p> <p>cc: Mr. Ricardo Salvador, FIDIC Engineer / Team Leader, email: <a href="mailto:salvador.ricky@rocketmail.com">salvador.ricky@rocketmail.com</a></p>
Bank's name	1.1.2.11	European Bank for Reconstruction and Development

Item	GCC Sub-Clause	Entry
Borrower's name	1.1.2.12	The Government of Mongolia
Time for Completion	1.1.3.3	120 days, whereby these days shall all fall within 15 March to 20 December
Defects Notification Period	1.1.3.7	One-thousand and ninety-five (1095) days
Sections	1.1.5.6	Not applicable
Electronic transmission systems	1.3	Not allowed
Governing Law	1.4	The Law of Mongolia
Ruling language	1.4	English
Language for communications	1.4	English
Time for access to the Site	2.1	On the same day as the Commencement Date for each Section, as handed over by the Employer.
Engineer's Duties and Authority	3.1(b)(ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of zero percent (0 %) for a single variation or zero percent (0 %) in aggregate requires prior approval by the Employer.



Item	GCC Sub-Clause	Entry
Amount of Performance Security	4.2	Ten percent (10 %) of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable. In case the bank that issued the guarantee is located outside of Mongolia, it shall have a correspondent bank located in Mongolia to make the guarantee enforceable.
Normal working hours	6.5	8 hours per day (typically, between 8:00 and 19:00 hours) and 5 days per week in accordance with the labour laws of Mongolia
Delay damages for the Works	8.7 & 14.15(b)	Refer to the Table: Summary of Sections below
Maximum amount of delay damages	8.7	Ten percent (10 %) of the final Contract Price.
Percentage adjustment of Provisional Sums	13.5(b)	Two-point-five percent (2.5 %)
Adjustments for Changes in Cost	13.8	Sub-Clause 13.8 shall not apply
Total advance payment	14.2	Fifteen percent (15 %) of the Accepted Contract Amount.  In case the bank that issued the guarantee is located outside of Mongolia, it shall have a correspondent bank located in Mongolia to make the guarantee enforceable.
Number and timing of instalments	14.2	Single instalment payable within 28 days after the conditions specified in GCC Sub-Clause 14.2 have been met.

Item	GCC Sub-Clause	Entry
Currencies and proportions	14.2	The advance payment shall be paid in the currency or currencies and proportions in which the Accepted Contract Amount is payable to the Contractor according to Sub-Clause 14.15.
Start repayment of Advance payment	14.2 (a)	When payments reach fifteen percent (15 %) of the Accepted Contract Amount Less Provisional Sums
Repayment amortization rate of advance payment	14.2(b)	Twenty-five percent (25 %)
Percentage of Retention	14.3	Five percent (5 %)
Limit of Retention Money	14.3	Five percent (5 %) of the Accepted Contract Amount
Plant and Materials	14.5	Sub-Clause 14.5 shall not apply
Minimum Amount of Interim Payment Certificates	14.6	Three percent (3 %) of the Accepted Contract Amount
Currency/Currencies of Payment	14.15	United States Dollars (USD).
Periods for submission of insurance:	18.1	
(a) evidence of insurance.		Fourteen (14) days
(b) relevant policies		Twenty-eight (28) days

Item	GCC Sub-Clause	Entry
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	Ten-thousand United Stated Dollars 10,000 USD
Minimum amount of third party insurance	18.3	Two-hundred and fifty-thousand United Stated Dollars (250,000 USD) per occurrence, with the number of occurrences unlimited
The DAB shall be comprised of	20.2	Not applicable
Appointment (if not agreed) to be made by	20.3	Not applicable
Obtaining DAB's decision	20.4	Second paragraph of Sub-Clause 20.4 shall be replaced with:  "The Engineer shall act as the DAB In accordance with this Sub-Clause 20.4,acting fairly and impartially and at the cost of Employer. In the event that the Employer Intends to replace the Engineer, the Employer's notice under Sub-Clause 3.4 shall include detailed proposals for the appointment of a replacement DAB."
Rules of arbitration	20.6(a)	UNCITRAL Arbitration Rules.
Rules of arbitration	20.6(b)	The place of arbitration shall be Singapore International Arbitration Centre (SIAC),unless another place is mutually agreed by the parties.

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign the proposal for and on behalf of:	
Date:	

## Section V: Forms

### Covenant of Integrity

#### Preamble

A Participant shall prepare the Covenant of Integrity on stationery with its letterhead clearly showing the Participant's complete name and address.

## Covenant of Integrity<sup>3</sup>

To: *Ministry of Road and Transport Development of Mongolia (MRTD)*

Dear Sir or Madam,

Re: Procurement Process: 31313491: *Additional works for harmonisation of Phase 1 and Phase 2* (the "Procurement Process")

Contract: *Lot 1: Construction of 5 cm asphalt concrete wearing course for 65.4 km of the Ulaanbaatar-Darkhan highway (Sections 1, 2 and 3A)*

*Lot 2: Construction of 5 cm asphalt concrete wearing course for 65.1 km of the Ulaanbaatar-Darkhan highway (Sections 3B, 4 and 5)*

*[delete Lots that tender is not submitted for]* (the "Contract")

Being duly authorised to represent and act on behalf of *[insert the Participant's name]*, we, the undersigned, declare and covenant that neither we nor anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents, representatives or JVCA partners, as well as any Subcontractors as well as concessionaires, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the Procurement Process or in the execution or supply of any works, goods, services or consultancy services for the Contract and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the Procurement Process or execution of the Contract<sup>4</sup>:

Name of Recipient	Address	Reason	Amount

We shall, for the duration of the Procurement Process and, if we are successful, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

- (i) we, our current subsidiaries and affiliates, and all of our current directors, employees, agents, representatives or JVCA partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any

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<sup>3</sup> The defined terms used in this Covenant of Integrity have the same meaning as stated in the Procurement Document for the Contract

<sup>4</sup> If none has been paid or is to be paid, state "None"

procurement process or provision of works, goods, services or consultancy services during the ten years preceding the date of this Covenant;

- (ii) none of our current directors, employees, agents, representatives or those of a JVCA partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice, during the ten years preceding the date of this Covenant;
- (iii) we, our subsidiaries and affiliates and our directors, employees, agents, representatives or JVCA partners, where these exist, are currently not excluded or otherwise sanctioned by any major Multilateral Development Bank or International Financial Institution (including African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank, Inter-American Development Bank or World Bank Group) from participation in a procurement procedure or from entering into a contract with any of such institutions on the grounds of engaging in a Prohibited Practice;
- (iv) (a) we, our directors, subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are currently not subject to any economic or financial sanctions or restrictive measures imposed by a resolution of the United Nations Security Council under Chapter VII of the UN Charter and (b) we are currently not owned (directly or indirectly) or controlled by, or acting on behalf of, any so designated person or entity; and
- (v) we further undertake to immediately inform the Client and the Bank in the event any of the declarations, representations or covenants set out above is no longer true or correct in any respect, cooperate in good faith with the Bank and its representatives in assessing the event and respond promptly and in reasonable detail to any request for information from the Bank regarding any such event.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles (i)-(iv) in the box below.

Name of Entity Required to be Disclosed	Reason Disclosure is Required <sup>5</sup>

We understand that a misrepresentation in relation to or an omission to provide full disclosure of the information as required by this Covenant may result in the rejection of our submission and it may also lead to Enforcement Actions and Disclosure Actions as set out in the Bank's Enforcement Policy and Procedures.

For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

- (i) a **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;

<sup>5</sup> For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees, agents or representatives commits any Prohibited Practice in connection with the Procurement Process or the execution of the Contract.

If the provisions is not applicable, please state "Not applicable".

- (ii) a **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iii) a **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (iv) a **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) a **Misuse of Bank’s Resources or Bank Assets** which means improper use of the Bank’s Resources or Bank Assets, committed either knowingly or recklessly;
- (vi) an **Obstructive Practice** which means any of (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank’s investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and
- (vii) a **Theft** which means the misappropriation of property belonging to another party.

At any time following our submission to the Client, we shall permit, and shall cause our JVCA partners, as well as our directors, employees, agents, Subcontractors, concessionaries and any other third parties engaged or involved for any part of the Contract to permit the Bank and/or persons appointed by them, the right to inspect and copy all accounts, books, records, and other documents (on any media or in any format) relating to the Procurement Process and execution of the Contract and to have any such accounts, books, records, and documents audited the Bank and by auditors appointed by the Bank. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial completion of the Contract.

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign for and on behalf of:	
Date:	