

THE PROCUREMENT AGENCY OF THE CAPITAL CITY

BID DOCUMENTS  
FOR THE PRE-FEASIBILITY STUDY, DESIGN AND CONSULTING SERVICES FOR THE  
“NEW RING ROAD” PROJECT IN ULAANBAATAR

Bid Name: The Pre-Feasibility Study, Design and Consulting Services for the “New  
Ring Road” Project in Ulaanbaatar

Bid No: 3ТХЯ/20240101127

**Ulaanbaatar, Mongolia**

**2024**

## SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

### A. GENERAL

#### 1. Scope of Bid

1.1.The Law on the Purchase Goods, Works and Services with State and Local Funds (hereinafter referred to as "**the Law**"), the Client specified in the data Sheet will organize a Bid for the purchase of the works and related services described in Section III (hereinafter referred to as **the "Service"**). The Bid name and number shall be indicated in the Data Sheet.

1.2.In case the Bidding has a package, it shall be specified the Data Sheet.

1.3.In accordance with Clause 32.5 of the Law, preorganized Bidding shall be specified in the Data Sheet.

#### 2. Funding Sources and Budget

2.1.The total funding source of the Bid and each package and the approved budget cost shall be reflected in the Data Sheet.

#### 3. Procurement Legislation

3.1.The procurement process must adhere to the Law, specified in Clause 2.1 of the Law which specifies the regulations on the purchase of products and services with state and local fund.

#### 4. Electronic Procurement System

4.1.The Bidding shall be conducted through the electronic procurement system ([www.tender.gov.mn](http://www.tender.gov.mn)) /hereinafter referred to as "electronic system" in accordance with the "Regulation for Organizing procurement by electronic system and ensuring its continuous and safe operation" approved by the Minister of Finance.

#### 5. Corruption and Conflict of Interest

5.1.Clients, interested parties, participants and employees and officials specified in Clause 52.1 of the Law on Anti-Corruption, Law on Regulation of Public and Private Interests in Public Service, Prevention of Conflict of Interest, Law on Competition, Criminal Code and Law on Infringement of Mongolia are required to promptly inform the relevant officials and law enforcement organizations about any acts or omissions that are prohibited according to abovementioned laws.

5.2.Individuals subject to the prohibitions and restrictions stipulated in Clauses 20, 20<sup>1</sup> and 21 of the Law on Regulation of Public and Private Interests and Prevention of Conflict of Interest in Public Services are not eligible to participate in the Bidding.

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

6.1.The entrepreneur becomes an interested party in the Bid by paying the service fee as stipulated in Clause 22.10 of the Law.

6.2. Service fees paid by interested parties are non-refundable for any reason.

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

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

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

6.6. The information of 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 of International Treaties and are subject to trade embargoes shall not be entitled to bid.

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

7.1. The joint venture agreement and subcontracting agreement to be submitted for the Bid shall meet the requirements stipulated in Article 6 of the Law.

7.2. If the subcontracting contract violates Clause 6.4 of the Law, the Client shall not consider the subcontracting contract and the subcontractor's related documents during the Bid review.

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

7.4. The provisions of Clause 7.3 of the ITB does not apply to the entry of a foreign entity as a member of the joint venture or as a subcontractor.

7.5. If a partner or subcontractor is listed as an entity whose right to participate in Bid selection has been restricted and the restriction period has not yet expired, they will be considered non-compliant with the General requirements.

#### **B. CONTENT**

#### **8. Bid Documents**

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

Section I. Instruction to Bidders;

Section II. Data Sheet;

Section III. Technical Specifications and Requirements;

Section IV. Evaluation and Qualification Criteria;

Section V. Standard Bidding form;

Section VI. Conditions of Contract.

8.2. The Interested parties shall examine the requirements, criteria, conditions of the contract, standard Bidding form, technical specification and any

amendments made to it, reference laws, regulations and instructions specified in the ITB and data sheet, and prepare Bidding documents.

**9. Clarification on Bid Documents**

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

9.2. Requests for clarification will be received at the address indicated in the Data Sheet.

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

9.4. The response to the request for clarification by the client shall be considered delivered when it is made in writing and published in the electronic system.

9.5. If, following the clarification, the client considers that it is necessary to modify the Bidding documents, the provisions of ITB11 shall be applicable.

**10. Pre-Bid Meeting**

10.1. If a meeting is organized or the site area is being introduced, it 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 ITB10.1 may participate in the Bidding.

**11. Amendments to Bid Documents**

11.1. Before the deadline for receiving Bids, the client may make amendments to the Bid documents.

11.2. Amendments made to the Bid documents will be considered valid after they are published in the electronic system.

11.3. If any amendments are made to the Bid selection documents prior five business days before the opening of the Bid, the deadline for submission of the Bid shall be extended by no less than five working days and shall be extended as necessary.

**C. PREPARATION OF THE BID**

**12. Language of Bid Documents and the Bid**

12.1. Regardless of whether the Bid announcement, documents, and invitation are also published in a foreign language, the Bid documents, official correspondence related to the Bid, other related documents, and the Bid submitted by the participant must be in Mongolian. For Bids and documents prepared in other languages, the participant must submit a translated version.

12.2. For Bids related to works financed solely by loans or grants from foreign countries or international organizations, the language may be specified differently in the Data Sheet based on Law of Mongolia on

International Treaties.

12.3. If there is a discrepancy between the Mongolian version and the foreign language version of the Bid documentation, prepared in accordance with ITB 12.2, the Mongolian version shall prevail.

12.4. When reviewing and evaluating the Bid, the client will rely on the documents prepared in a foreign language translation. The participant is responsible to the client for ensuring the accuracy and consistency of the translation, regardless of whether the participant or another party has prepared the translation.

### **13. Bid Package**

13.1. The Bid comprises of 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 ITB14;

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

13.2.3. Alternative offer prepared in accordance with ITB15;

13.2.4. Documents that the Bidder meets the General requirements specified in ITB16;

13.2.5. Documents that the Bidder's capabilities and experience are meet the requirements and criteria specified in ITB17, 18 and 19;

13.2.6. Documents that the proposed service complies with the requirements specified in ITB20;

13.2.7. The budget for the procurement of services specified in ITB21;

13.2.8. Relevant description in the cases specified in ITB21.5;

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

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

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

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

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

## **15. Alternative Offer**

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

## **16. Documentation to verify General Requirements**

16.1. The following documents shall be verified if the Bidder meets the General requirements:

16.1.1. Form 1 of Section V filled out in accordance with ITB14.1.

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. The foreign entity shall submit the following documents or equivalent documents 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 person entitled to represent it without a power of attorney;

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

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 ITB16.1 and 16.2.2 to approve the General conditions of the Bidder and other required conditions shall be approved based on the notification submitted by the Bidder and the information specified in Clause 15.2 of the Law.

16.4. Each member of the joint venture shall submit the documents specified in ITB16.1 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 ITB18 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 ITB18 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 ITB18 and 19. Additionally, each member of the joint venture should meet 25% or more of these requirements.

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

- 18. Financial qualifications evidence documents**
- 18.1. The Bidder shall meet the requirements of financial qualifications specified in the data sheet in accordance with Clause 16.5 of the Law.
- 18.2. When requested the Bidder shall provide documents of financial qualifications, which shall be selected from the documents specified in Clauses 16.2 and 16.4 of the Law and specify them in the data sheet
- 18.3. When reviewing the Bidder's financial qualifications, the Client shall not consider bank and financial institution statements other than the Contractor's bank statement regarding the Bidder's account information and its balance. The Client shall not require a bank statement for matters other than those specified herein.
- 18.4. Inquiries regarding overdue loan debts to banks and financial institutions of legal entities of Mongolia as of the day after the Bid announcement are received electronically from the individuals specified in Clause 4.1.5 of the Law of Mongolia on Credit Information and submitted to the Bid and banks and financial institutions shall not require submitting an inquiry on the matter.
- 19. Technical competency and experience requirements evidence documents**
- 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 ITB19.3. If several permits and certificates are required, members of the joint venture shall fully provide them together.
- 20. Evidence documents demonstrating that the proposed service meets the requirements**
- 20.1. Documents demonstrating that the proposed service meets the technical specifications and requirements specified in Section III shall be provided in the Bid.
- 20.2. An explanation shall be submitted in case of discrepancies or omissions from any of the technical specifications specified in Section III.
- 20.3. According to the provision of services, an individual with a restricted right to participate in the Bid shall not offer to purchase goods and services.

- 21. Bid Prices and Reduction**
- 21.1. The Bid prices and price reduction offered by the Bidder shall conform to the requirements set forth in this Clause.
- 21.2. The Bid price shall be deemed to include the costs specified in Clause 27.13 of the Law unless it is specifically stated in the price breakdown.
- 21.3. If a price reduction is offered, the price after the reduction is considered as the "Bid price".
- 21.4. Unless otherwise specified by Law or in the data sheet, the proposed price by the Bidder shall be fixed during the execution of the contract and shall not be adjusted. Bids with a proposed price subject to adjustment shall be considered ineligible. The submission of a fixed bid price in a Bid where price adjustments are allowed in the data sheet shall not constitute grounds for rejection, and the price adjustment shall be deemed to be zero during the implementation 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 Law of Mongolia on 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 business 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 ITB23.1.
- 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 ITB24.
- 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 "Procedures for Providing Security and Generating Revenue in Procurement" calculating 0.5 percent of the budgeted cost unless



otherwise specified in Clause 14.1 of the Law.

24.2. The Bid 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 ITB23;

24.2.2. if 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 fully assumed groundless.

24.3. If the Bidding is divided into packages, the Bid guarantee shall be submitted for each package.

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

#### **D. SUBMISSION AND OPENING OF 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 guarantee is required, it shall be submitted as specified in ITB24.

25.2. If the confirmed individual is authorized to represent the Bidder without a power of attorney in accordance with ITB25.1, the submission of the power of attorney is not necessary.

25.3. If an authorized individual to represent the participant without a power of attorney authenticates the Bid with a digital signature, the form specified in Chapter V shall be deemed authenticated with a seal or mark according to 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 a seal or mark of a legal entity.

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

25.5. The documents and information specified in Clause 22.6 of the Law must be submitted publicly and the provisions specified in ITB25.4 shall not apply to these documents. The Client shall specify additional documents to be disclosed in the data sheet for the Bidding, and if the document involves sensitive personal information, the Bid shall be submitted with the consent of the owner of the information.

##### **26. Deadline for Bid Submission**

26.1. The deadline for receipt of Bids is indicated in the Data Sheet. The date and time are calculated according to the server time of the electronic system.

26.2. The client shall organize the opening of Bids on the date and time specified in the Data Sheet through the electronic system. The participant or their representative has the right to be present at the Bid opening.

## **E. DECISION OF THE CLIENT**

- 27. Clarification about the Bid** 27.1.If the Client requests clarifications about the Bid, the procedures specified in Clause 25 of the Law shall be followed.
- 28. Examination and Responsiveness of the Bid** 28.1.The Bid shall be examined based on the procedure specified in Clause 26 of the Law, the Bid package specified in ITB13, information received from the relevant database, and descriptions and clarifications received about the Bidder and its Bid.
- 29. Evaluation of the Bid** 29.1.The Client shall evaluate and compare the Bids in compliance with Clause 27 of the Law and the "Instructions for Evaluating Bids and Methods of Preference" of the Minister of Finance.
- 30. Modification of Arithmetical Errors** 30.1.The Client shall modify arithmetical errors in the Bid price according to the "Instructions for Evaluating Bids and Methods of Preference".  
30.2. Information about the modification of arithmetical errors shall be sent to the Bidder in accordance with ITB30.1.
- 31.Evaluation criteria considered** 31.1.If specified in the data sheet, the criteria corresponding to the evaluation specified in Section IV shall be expressed in monetary value, and the comparable price shall be increased by abstraction
- 32. Determination of the comparable price of the Bid** 32.1. The following sequences shall be used to determine the comparable price of the Bid:  
32.1.1. Determine the proposed Bid price according to ITB21.1;  
32.1.2. Calculate the proposed price reduction according to ITB21.3;  
32.1.3. Modify arithmetical errors in the Bid price according to ITB30.1;  
32.1.4. Convert the prices specified in ITB29.1.1, 29.1.2, and 29.1.3 to the currency specified in ITB22.1 if required;  
32.1.6.Calculate the criteria expressed in monetary value in the evaluation specified in ITB31.1.  
32.2. In the Bid with two or more packages, determine the Bid that proposes the lowest comparable price in several packages altogether in accordance with ITB1.2 and the below method shall be followed in calculating the proposed price reduction:

32.2.1. To select the lowest comparable bid for each package;

32.2.2. If two or more packages are awarded the Contract, following the calculation of the price discount from the Bid price is offered for a price discount according to the methodology specified in the Bid submission form, if necessary its comparative price will be determined again. When determining in this way, the entity who submits the lowest comparable price bid for two or more packages shall be required to meet the requirements for re-approval according to the ITB 34;

32.2.3. Following the evaluation mentioned above, the Client shall calculate the options for awarding the Contract in one or several packages, and choose the option with the lowest total price of the Contract based on the comparative price of the Bids.

32.3. If the submitted bid with the alternative Bid is evaluated as “the lowest evaluated substantially responsive” as permitted in ITB15.1, the alternative offer shall be reviewed and evaluated.

32.4. The procedure for evaluating the main Bid shall be followed in reviewing and evaluating the version of the proposed Bid according to ITB32.3.

### **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 packages for its ability to fulfill the contractual obligations specified in those packages, and when the information of the proposed human resources and equipment overlaps with the information of other projects and activities.

34.2. According to ITB34.1, 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 ITB18.1, technical capacity, experience, and capacity to perform contractual duties stated in ITB19.1 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.

## **E. NOTIFICATION OF AWARD AND AWARD OF CONTRACT**

### **35. Notification of Award**

35.1. The Client is obliged to notify decision specified in the Clause 28 to the participants within 15 business 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 "Procedure for Issuance Guarantees and Generating Revenue in Procurement".

**37. Advance Payment**

37.1. No advance payments shall be made for the costs associated with the launch of the contract implementation.

**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 selected Bidder shall sign, seal and deliver the contract in accordance with the ITB38.1 within the time required by the Client.

38.4. If the Client did not approve the Contract within 10 business 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.

## CHAPTER II. DATA SHEET

Relevant Provisions of the ITB	A. GENERAL
ITB1.1	Client: Governor's Office of the Ulaanbaatar city
ITB1.1	Bid Name: The Pre-Feasibility Study, Design and Consulting Services for the "New Ring Road" Project in Ulaanbaatar Project number: 3ТХЯ/20240101127
ITB1.1	Bid announcement number: 3ТХЯ/20240101127
ITB1.2	The Bid consists of packages with the following names and numbers: <b>No package</b>
ITB1.3	Whether Bid selection is organized in advance: <b>No</b>
ITB2.1	Sources of funding: State Budget Investment
ITB2.1	Total budget cost: 16,900,000,000 (sixteen billion, nine hundred million) MNT. Out of this amount, 16,900,000,000 (sixteen billion, nine hundred million) MNT will be financed in the year 2024.
ITB6.5	A foreign Bidder must provide information on the individual registered as the ultimate beneficial owner (UBO) under the law of the country of incorporation.
ITB7.1	The joint venture agreement and subcontracting agreement to be submitted for Bid shall meet the requirements stipulated in Article 6 of the Law.
ITB7.3	Participation as a joint venture and as a subcontractor shall be confirmed by the joint venture member and subcontractor through the electronic system by the respective entities involved.
ITB7.4	The provisions of ITB 7.3 does not apply to the entry of a foreign entity as a member of the joint venture or as a subcontractor
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ITB9.1	<b>Address for clarification on Bid documents:</b> Recipient's name: Procurement Agency of the Capital City, Address: Khan-Uul District khoroo-23, Artsat am, Capital city main building, B-block 7 <sup>th</sup> floor, Ulaanbaatar, Procurement Agency of the Capital City

	<p>Phone number: 7575-7810</p> <p><a href="http://www.tender.gov.mn">www.tender.gov.mn</a></p> <p>Email: info@procurement.mn</p> <p>If an interested party wants clarification on the issues specified in the Bid documents, the request can be submitted to the client electronically at least five business days before the opening of the Bid, confirmed in writing and with a digital signature. A receipt of payment of the service fee shall be attached to the request for clarification.</p> <p>Upon receipt of a request for clarification by the client, the clarification shall be made in writing at least two business days before the deadline for receipt of Bids.</p> <p>Shall be published in the "clarification" section of the Bid document in the electronic system of public procurement (<a href="http://www.tender.gov.mn">www.tender.gov.mn</a>). Upon such publication, the clarification and additional information shall be deemed to have been delivered to all Bidders at the same time. The interested parties should carefully review the clarifications, additions, and changes that form an integral part of the Bidding documents prior to the Bid submission deadline. Based on this review, they should prepare their Bid accordingly.</p>
ITB10.1	Whether to hold a pre-Bid meeting: No
<b>C. PREPARATION OF BID</b>	
ITB12.1	<p>Bid language: <b>Mongolian</b></p> <p>Regardless of whether the Bid announcement, document, or invitation is published in a foreign language, the Bid document, the correspondent official letter, mail, other documents related to the Bid, the Bid submitted by the participant shall be in Mongolian, and the Bid documents and information contained therein provided other than Mongolian shall be translated by a certified translation center into Mongolian and submitted to the Bid.</p> <p>Subject to the translated material, international professional terms, technical terms, standard norms and normative nomenclature can be submitted using internationally recognized terminology. If arises discrepancy between the Mongolian and prepared versions in foreign languages, the Mongolian version shall prevail.</p> <p>Regardless of whether the translation was done by the participant itself or by another person, the client shall rely on the translation of documents prepared in a foreign language, and the participant shall be responsible for the correctness and accuracy of the translation, whilst reviewing and evaluating Bids.</p>
ITB12.1	The bidder is required to fill out and submit the price quote in the specified Form 1 outlined in Chapter V of this bidding document.
ITB13.2.2	<p>If the Bid is confirmed by a person, other than a person, authorized to represent the participant without power of attorney, power of attorney, issued in accordance with the relevant laws (certificate of a person, authorized to represent without power of attorney, in the case of foreigners);</p> <p>(If a foreign legal entity submits a Bid, the above documents must be attached to the Bid with a consular certificate or an apostille.)</p>

ITB15.1	Alternative offers: <b><i>“Prohibited”</i></b>
ITB16.1.2	<p>Other required documents for verification of General qualifications: “Required”</p> <p>-Taxes payments and fees will be paid up in accordance with the laws of Mongolia or the country of incorporation, after the Bid was announced.</p> <ul style="list-style-type: none"> <li>- Mongolian Legal entities are not required to submit Social Insurance and tax statements, as the “State Procurements Digital System” at <a href="http://www.tender.gov.mn">www.tender.gov.mn</a> and through the State Information Exchange HUR System”, which will be verified from the digital information database of the General Department of Taxation and the General Department of Social Insurance.</li> </ul> <p>(If a foreign legal entity submits a Bid, a document proving that it has paid taxes in accordance with the laws and regulations of the country issued by the competent authority of the country in which it is incorporated must be attached to its Bid with a consular certificate or an apostille.)</p> <ul style="list-style-type: none"> <li>- The Statement of The General Executive Agency for Court Decisions shall be submitted through the electronic system of public procurement (<a href="http://www.tender.gov.mn">www.tender.gov.mn</a>). Note: Bidders must submit a valid identification to the Electronic Procurement System (<a href="http://www.tender.gov.mn">www.tender.gov.mn</a>) before the opening of the Bid using their national digital signature.</li> </ul> <p><i>(If a foreign legal entity submits a bid, the aforementioned document must be attached to its bid along with a consular certificate or an apostille.)</i></p> <ul style="list-style-type: none"> <li>- A copy of the state registration certificate is not required to be submitted, it will be verified through the "State Information Exchange System HUR".</li> </ul> <p><i>(If a foreign legal entity submits a Bid, the aforementioned documents issued by the competent authority of the country of incorporation or a document equivalent to the above-mentioned document must be attached to its Bid with a consular certificate or an apostille.)</i></p> <p>The Bidder shall submit a declaration that he has met the General requirements specified in Form 11 of Chapter V of this Bid document.</p>
ITB16.2	<p>The foreign entity must submit and attach the following materials or substituted documents issued by the authorized organization in the country of residence or incorporation:</p> <ol style="list-style-type: none"> <li>1. As for a legal entity, a state registration certificate and a document identifying the authorized representative without a power of attorney;</li> <li>2. For foreigners and stateless persons, a passport, a substitute document;</li> <li>3. Documents proving that there are no overdue tax and social insurance debts as of the day after the announcement of the Bid.</li> </ol> <p>(If a foreign legal entity submits a bid, the aforementioned document must be attached to its bid along with a consular certificate or an apostille.)</p>
ITB16.4	Each member of the joint venture shall submit the documents specified in ITB 16.1 and 16.2.
ITB17.4	<p>In the case of participating in the Bid selection as a partnership, the representative member of the partnership must satisfy more than 40% of the requirements for financial capacity (ITB18.1), Technical capability and experience requirements (of ITB19.1), and other members of the partnership must meet 25 percent or more.</p> <ul style="list-style-type: none"> <li>- Submit a detailed introduction of the bidder.</li> </ul>
ITB18.1	Financial requirements: “Required”.

	<p>1. Amount of sales revenue: The total amount of sales revenue reflected in the financial statements of the bidder in any of the years 2021, 2022, 2023 must be at least 100% of the approved budgeted cost. (If the financial statements for 2023 are in the process of being verified, the audited statements for 2020, 2021, and 2022 should be submitted along with relevant explanations.)</p> <p>2. Amount of liquid capital: The amount of liquid capital of the bidder must not be less than 50% of the approved budget cost.</p> <p>3. Requirement related to debt: There are no overdue loan debts to banks and financial institutions as of the day after the Bid announcement. (If a foreign legal entity submits a bid, the aforementioned document must be attached to its bid along with a consular guarantee or an apostille.)</p>										
<p><b>ITB18.2</b></p>	<p>Documents supporting the financial capacity review:</p> <p>1. Audited financial statements of the last 3 years are required as the sales revenue information will be verified from the bidder's financial statements.</p> <p>2. The total amount of liquid assets is determined by the sum of the following criteria or one of them. It includes:</p> <ul style="list-style-type: none"> <li>- The amount of liquid assets included in the financial statements for 2021, 2022 and 2023;</li> <li>- Bank account balance of the bidder's client;</li> <li>- A description of a loan with an amount that can be obtained from a bank or other financial institution /a description that does not impose a real financial obligation on the bank, such as the one that is reviewable, will not be taken into account during the evaluation/.</li> </ul> <p>3. The entity providing credit information services specified in Section 4.1.5 of the Law on Credit Information shall submit the "Description of Credit Database" with a verifiable QR code obtained after the Bid announcement date. According to the definition, if the unpaid loan information is "Irregular", it will be a reason for rejection. ("Description of the credit database" can be accessed at <a href="http://www.sainscore.mn">www.sainscore.mn</a> and <a href="http://www.burenscore.mn">www.burenscore.mn</a>. The description of the Client bank will not be taken into account when evaluating the Bid.)</p> <p><i>/If a foreign legal entity submits a Bid, the above-mentioned document issued by the competent authority of the country of incorporation or a document equivalent to the above-mentioned document must be attached to its Bid with a consular guarantee or an apostille./</i></p>										
<p><b>ITB19.1</b></p>	<p>Requirements for technical capacity and experience:</p> <p>1. Service provider key personnel: "Required".</p> <table border="1" data-bbox="467 1464 1442 1883"> <thead> <tr> <th data-bbox="467 1464 528 1603">№</th> <th data-bbox="528 1464 699 1603">Key personnel</th> <th data-bbox="699 1464 836 1603">Number of personnel</th> <th data-bbox="836 1464 1054 1603">Education, professional skills</th> <th data-bbox="1054 1464 1442 1603">Experience</th> </tr> </thead> <tbody> <tr> <td data-bbox="467 1603 528 1883">1</td> <td data-bbox="528 1603 699 1883">Project manager (Project director)</td> <td data-bbox="699 1603 836 1883">1</td> <td data-bbox="836 1603 1054 1883">Urban Planning field (environmental or area planning)</td> <td data-bbox="1054 1603 1442 1883"> <p><b>Requirements:</b></p> <ul style="list-style-type: none"> <li>- Have a Doctoral degree in Urban Development (environmental or area planning)</li> <li>- Minimum of 10 and more years of work experience in relevant projects or academic research project management experience</li> </ul> </td> </tr> </tbody> </table>	№	Key personnel	Number of personnel	Education, professional skills	Experience	1	Project manager (Project director)	1	Urban Planning field (environmental or area planning)	<p><b>Requirements:</b></p> <ul style="list-style-type: none"> <li>- Have a Doctoral degree in Urban Development (environmental or area planning)</li> <li>- Minimum of 10 and more years of work experience in relevant projects or academic research project management experience</li> </ul>
№	Key personnel	Number of personnel	Education, professional skills	Experience							
1	Project manager (Project director)	1	Urban Planning field (environmental or area planning)	<p><b>Requirements:</b></p> <ul style="list-style-type: none"> <li>- Have a Doctoral degree in Urban Development (environmental or area planning)</li> <li>- Minimum of 10 and more years of work experience in relevant projects or academic research project management experience</li> </ul>							



	2	Project coordinator	1	Urban Planning field (environmental or area planning)	<p><b>Requirements:</b></p> <ul style="list-style-type: none"> <li>- Have a Doctoral degree in Urban Development (environmental or area planning)</li> <li>- Minimum of 10 and more years of experience of work as a project coordinator in calculation research projects and academic projects</li> <li>- Have an experience in 2 or more similar international projects.</li> </ul>
	3	Civil Engineer	1	Civil Engineer (Civil Construction Engineer)	<p><b>Requirements:</b></p> <ul style="list-style-type: none"> <li>- Have a bachelor's degree or higher in Civil Engineering. Minimum of 10 and more years of work experience in design and construction field.</li> <li>- Have experience of work on at least 1 similar project.</li> </ul>
	4	Road Engineer	2	In the field of highway and bypass engineering and road design	<p><b>Requirements:</b></p> <ul style="list-style-type: none"> <li>- Have a bachelor's degree or higher in Road Engineering, more than 10 years of experience in construction.</li> <li>- Minimum 10 and more years of experience in multi-level intersection, highway construction or road design projects.</li> <li>- have a work experience of minimum of 5 and more urban ring roads or multi-level road projects</li> </ul>
	5	Bridge and Structural Engineer	1	In the field of road, bridge, bridge structure and Civil Engineering	<p><b>Requirements:</b></p> <ul style="list-style-type: none"> <li>- Have a bachelor's degree or higher in Civil Engineering.</li> <li>- Minimum of 10 and more years of work experience in multi-level road and bridge design, calculation and research on similar projects</li> <li>- Must have a work experience of minimum of 5 multi-level road and bridge construction projects</li> </ul>
	6	Urban Planner, Architect specializing in Urban Planning	2	Architect, Urban Planner or Urban Environment	<p><b>Requirements:</b></p> <ul style="list-style-type: none"> <li>- Have a Doctoral degree in Urban Planning or Urban Environment.</li> <li>- Minimum of 10 and more years of work experience in calculation and scientific research in the field of Urban Planning and Smart City Planning</li> </ul>

9	Design Engineer	2	In the field of road, bridge, bridge structure and Civil Engineering	<b>Requirements:</b> <ul style="list-style-type: none"> <li>- Have a bachelor's degree in engineering. Minimum of 10 and more years of work experience in multi-level road and bridge design calculation and similar projects</li> <li>- Have a work experience of minimum of 5 and more multi-level road and bridge construction projects</li> </ul>
10	Simulation Development Specialist	1		<b>Requirements:</b> <ul style="list-style-type: none"> <li>- Minimum of 5 and more years of work experience in computational simulation in infrastructure projects</li> <li>- Have a bachelor's degree and higher in related field</li> </ul>
11	Urban Environment Specialist	1	Have a bachelor's degree and higher in urban environment	<b>Requirements:</b> <ul style="list-style-type: none"> <li>- Have a Doctoral degree in Urban Environment</li> <li>- Minimum of 10 years and more of work experience in calculation and research in the field of Urban Environment</li> </ul>

2. Experience in providing similar services: "Required"

In the past 10 years, the participant must have provided consulting services for multi-level road or ring road, expressway similar projects on at least 3 occasions.

3. Requirement regarding the contract being implemented and authorized to be implemented: "Required"

The participant is required to complete and submit information on the contract being executed and authorized to execute, as outlined in Form 4 specified in Chapter V of this Bid document.

*(If a foreign legal entity submits a Bid, the above-mentioned document issued by the competent authority of the country of incorporation or a document equivalent to the above-mentioned document must be attached to its Bid with a consular certificate or an apostille.)*

**ITB19.2**

Technical capacity and experience requirements evidence documents:

1. The bidder shall submit the following documents related to human resources. It includes:
  - Bidders must complete and submit information on human resources in accordance with Form 7 specified in Chapter V of this Bid document.
  - The list of engineers and technicians is drawn up according to the form and appointed by the director official order to work on the project.
  - Fulfill the requirement to complete and submit the standard curriculum vitae (CV) of the proposed employee in accordance with Form 8 outlined in Chapter V.
  - For Mongolian citizens, submission of a copy of the diploma is not required. The verification process will be conducted through the "State Information Exchange System HUR" managed by the Ministry of

	<p>Education and Science. It is imperative to ensure that information regarding the higher education diplomas of engineers and technical personnel is accurately registered in the "Unified State Service System (E-Mongolia)". In case of any discrepancies, it is necessary to contact and register at the Department of Information Technology and Statistics of the Ministry of Education and Culture before the Bid opening and rectify the information in the higher education management information system. Failure to register the information may result in rejection of the Bid. If the proposed employee has obtained their degree from a foreign country, a copy of the diploma must be submitted along with a translation. Please refer to the provided link for instructions on checking information from the Unified State Service System (E-Mongolia): <a href="https://bit.ly/3J1QmHZ">https://bit.ly/3J1QmHZ</a>. If the proposed employee graduated from a foreign country, a copy of the diploma must be submitted along with a translation.</p> <p><i>(If a foreign legal entity submits a Bid, the above-mentioned document issued by the competent authority of the country of incorporation or a document equivalent to the above-mentioned document must be attached to its Bid with a consular certificate or an apostille.)</i></p> <p>Human resources to provide services must meet the following requirements:</p> <ul style="list-style-type: none"> <li>- At least 5 of the key Engineers and Technicians must have a PMP certification or equivalent internationally recognized Project Management Consultant degree.</li> </ul> <p><i>(If a foreign legal entity submits a Bid, the workforce list including specialized, consulting degree personnel must be provided with valid professional certificates with a consular guarantee or an apostille attached to the Bid.)</i></p> <p>2. <i>The list of equipment required to perform the Work shall be submitted in accordance with Form 9 of Chapter V of the Bid documents.</i></p> <p>3. Submit the following documents to prove an experience of providing similar services. It includes:</p> <p>Provide information prepared in accordance with Forms 2 and 3 of Chapter V regarding contracts for similar services performed during the specified period to demonstrate the participant's experience. Additionally, submit evidence documents for provided information. It includes:</p> <ul style="list-style-type: none"> <li>- A copy of the work performance contracts;</li> <li>- A hand over certificate;</li> <li>- The client's statement or performance report of the work in progress, submitted for consideration for similar services.</li> </ul> <p>Similar services shall be considered providing the management consulting services as a contractor for both construction supervision and design supervision of the Multi-level Road, Ring Road and Expressway Projects.</p> <p><i>(If a foreign legal entity submits a Bid, the above-mentioned document issued by the competent authority of the country of incorporation or a document equivalent to the above-mentioned document must be attached to its Bid with a consular certificate or an apostille.)</i></p>
<p><b>ITB19.3</b></p>	<p>Special permit and equivalent Licenses issued by the competent authority in the country of incorporation: <b>"Not required"</b></p>

ITB20.1	<p>An official letter proving that the proposed service meets the requirements of the technical specifications (Terms of Reference).</p> <p>To submit service program and methodology introduction according to Form 5.</p> <p>To submit Service schedule according to Form 6.</p>
ITB21.4	<p>The price offered by the participant during the implementation of contract: <b>“Adjustable”</b></p>
ITB21.4	<p>Bid guarantee amount: 84,500,000 (eighty-four million five hundred thousand) MNT</p> <p>If a foreign obtains a guarantee from a foreign bank, it shall be submitted in accordance with Section 4 of the Minister of Finance of Mongolia’s Resolution No. A/252 dated December 25, 2023, "Procedures for Issuance of Guarantees and seizure for the benefit of the state". Banks and financial institutions established in Mongolia, in the implementation of Article 4.3.2 of the Regulation, in cases where it is not possible to transmit the guarantee placed in a foreign bank in the electronic system due to technical solutions, may register the copy of the guarantee in the electronic system since it has been submitted to the State Procurement Office.</p>
ITB24.4	<p>In the case of a joint venture, a member authorized to represent it shall submit a bid guarantee.</p>
<p><b>D. SUBMISSION AND OPENING OF BID</b></p>	
ITB25.3	<p>The entity interested in participating in the Bid is obligated to send the Bid materials electronically through the electronic system <a href="http://www.tender.gov.mn">www.tender.gov.mn</a> of public procurement. Please note the following points to send materials through the electronic system. It includes:</p> <ol style="list-style-type: none"> <li>1. It is required to create a registration in the <a href="http://www.tender.gov.mn">www.tender.gov.mn</a> system under the name of your company.</li> <li>2. Bidders must confirm their bids electronically with a digital signature.</li> <li>3. The digital signature can be obtained one of the following certifying organizations MonPass SA LLC (website: <a href="http://www.monpass.mn">www.monpass.mn</a>, contact phone: +976 18002535), or Tridum Key LLC (website: <a href="http://www.tridumkey.mn">www.tridumkey.mn</a>, contact phone: +976 70120722).</li> </ol>
ITB25.5	<p>List of documents to be disclosed to Interested parties:</p> <p>Documents and information specified in Article 22.6 of the Law on the Purchase of Goods, Works, and Services with State and Local Property Funds (Revised) must be disclosed and sent.</p> <p>If a Participant fails to provide information regarding sensitive personal data as outlined in Article 22.5 of the Law without proper disclosure, a notification in accordance with Article 22.6.3 of the Law must be submitted, as specified in Form 10 of Chapter V, ensuring non-disclosure. All materials submitted under confidentiality will be considered grounds for rejection.</p>
ITB0	<p>The deadline for submitting Bids is as follows:</p> <p>Date: November 14, 2024</p> <p>Time: 14:00 PM by the time of the electronic system of the State Procurement Department</p>

<b>ITB0</b>	<p>The opening of the Bid 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.</p> <p>Date: November 14, 2024</p> <p>Time: 14:10 PM by the time of the electronic system of the State Procurement Department</p> <p>Location for the Bid opening:</p>
<b>E. BID REVIEW AND EVALUATION</b>	
<b>ITB31.1</b>	<p>Whether to set the basic criteria for Bid evaluation differently from the comparable price: <b>“No”</b></p>
<b>F. BID REVIEW AND EVALUATION</b>	
<b>ITB36.1</b>	<p>Whether successful Bidder shall submit Performance Guarantee: <b>“Yes”</b></p> <p>In accordance with Article 42, Section 42.1 of the Law, if the estimated Bid cost exceeds MNT 100 million, a performance guarantee must be provided to ensure contractual obligations performance.</p>

### **SECTION III. TECHNICAL SPECIFICATIONS AND REQUIREMENTS**

(For the technical specification of the project, please refer to the "Feasibility Study" section)

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

(Corresponding criteria will not be used for Bid evaluation)

## SECTION V. STANDARD BIDDING FORM

### Form 1. Bid Submission Form

[date]

To [Client name]

We [Bidder's name] are submitting this Bidding document (hereinafter 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. Participated 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 members of the joint venture are not subject to any conditions prohibited by law with its respect to participation in the procurement and the following conditions:
  - 2.1. The conditions specified in Clause 7.1 of Article 7 of the Law have not occurred;
  - 2.2. The shareholder, its ultimate beneficial owner, asset owner, partner, or an enterprise who performs these functions is not an individual who has held or holds a position specified in Clause 20.2 of Article 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 Clause 21.1.3 of Article 21 of the Law on Regulation of Public and Private Interests and Prevention of Conflict of Interest in Public Service.
3. We hereby granted the right to obtain documentation and information related to the Bid from the competent personnel.
4. Price reduction [write "**shall be proposed**" or "**shall not be proposed**"] in the Bid. [If a price reduction is proposed, write down the conditions and methods of usage].
5. Bids shall be valid for [period of 30 business days and more business days] days after the Bid opening as specified in the Bidding document.
6. We hereby acknowledge in case of breaches specified in the ITB6, 13.4 and 17.1, or if false documents and information are submitted to the Bid, it shall be considered as a false statement to the Bid.
7. We hereby confirm that the proposed services offered in the Bid are free from intellectual property infringements, rights violations and physical defects.
8. It is hereby agreed that the Bid may be disclosed to other Interested parties in accordance with the relevant regulations and the Client is fully released from any obligation to keep the Bid confidential.

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



**authorized by the Bidder]:**

**Address:**

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

<b>Contract name</b>	<b>Client name, address, contact details</b>	<b>Budget cost</b>	<b>Term /started, completed/</b>

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

Bidder's name: <i>[to be completed by each member of the joint venture for each completed contracts].</i>	
1.	Client name
2.	Contract name
3.	Contract number
4.	Contract execution date
5.	Contract expiry date
6.	Contract amount
7.	Address and location of contract
	Please choose 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**

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


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

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

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

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

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

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

**Form 7. Human resources information**

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

**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 description of experience in the field of responsibility, training involved. Specify the similar type of consulting services performed in the past such as work, duration and location. The information should be written on a half-page.]*

---

Education:

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

Work experience:

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

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Language skills:

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

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Confirmation:

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

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

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

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

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

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

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

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

		<b>Confidential documents and information</b>	<b>Legal basis for sensitive personal data</b>
1.			
2.			
3.			
4.			
5.			

## Form 11. XI Statement of compliance with General requirements

[Date]

To [Name of the Client]

We hereby confirm that our proposal [Name of bidder] fully complies with the General requirements outlined in the Bid documents issued by your organization [Name and number of Bid].

1. Our company, members of the Board of Directors, all other members of the partnership and joint venture, and subcontractors hereby confirm that none of following circumstances have occurred. It includes:
  - 1.1. that it has declared bankruptcy, undergone liquidation, ceased operations, been subject to a court order, appointed a receiver, undergone structural modifications, or is in a similar circumstance.
  - 1.2. has been subjected to financial sanctions or has been convicted by a final court or administrative decision by the European Union or the United Nations for involvement in money laundering, organized crime, child labor, human trafficking, or other offenses; these disqualifying conditions or criteria also extend to individuals or entities that hold or control most of the shares of those subject to the aforementioned penalties and sanctions.
  - 1.3. The contract has not been terminated prematurely within the past five years due to partial or total non-fulfillment of contractual obligations, except in cases where disputes regarding contract termination remain unresolved in court and our culpability has not been fully established.
  - 1.4. Failure to adhere to tax payment obligations under the rules and regulations of the country where the project implementation unit is registered or where the project unit is operating.
  - 1.5. If the Bid applicant is blacklisted by the World Bank or other multilateral development banks, as published at <http://www.worldbank.org/debarr>, they shall not engage in activities specified in the blacklist under this contract. Documentation proving non-involvement in the specified operation and implementation of preventive measures must be submitted. Furthermore, if accused of providing false statements and guarantees during any procurement process, proof of innocence is required when providing requested information to the project implementing unit.

The selected projects and initiatives funded by international organizations (such as ADB, WB, AIIB, JICA, and KfW) have not breached any contractual obligations.
- 1.6. The applicants who fail to adhere to Mongolia's international treaties and are subject to trade embargoes are ineligible to submit Bids.
- 1.7. Registered at risk management data record of the United Nations Security Council.
2. Regarding the execution of the contract-related procedures and the Bidding process:
  - 2.1. Involved in this contract's Bid, our company, its partners, and subcontractors have not engaged in any illegal activities, nor will they do so during the contract's execution.

- 2.2. Within the framework of this agreement, our company, members of JV, and the subcontractor shall refrain from acquiring, providing, or utilizing any products and equipment prohibited by the European Union and the United Nations.
3. Within the framework of this agreement, our key suppliers and subcontractors shall adhere rigorously to the regulations set forth by the International Labor Organization (ILO), national laws and regulations, and international environmental and labor standards.

Furthermore, we commit to implementing the measures delineated in the environmental and social management plans and similar documents to mitigate environmental and social risks. We also commit to taking proactive measures to prevent Gender-based violence, sexual exploitation, and abuse.

4. Upon granting an award of the contract, we, along with all members of the partnership and subcontractors, shall (i) furnish pertinent information as needed regarding the Bid process and contract implementation, (ii) afford access to relevant accounts and records to the client or their designated representatives, and (iii) consent to and facilitate access to documents, conduct unannounced inspections, and access the work site and associated projects.
5. Upon granting an award of the contract, we, together with all of our Affiliates and Subcontractors, commit to keeping all of the aforementioned records and papers for a minimum of six years beyond the completion of the Agreement or its termination, in compliance with all applicable laws. The auditing of financial transactions and reports must adhere to the relevant legal and regulatory frameworks. Additionally, the information and data (including personal data) that we have collected and processed concerning our contracting and Bidding activities comply with the laws that the Client enforces.

**[A person empowered to represent without a power of attorney, or the name, position, signature, organization seal, stamp authorized by individual]**

**Address:**

## **SECTION VI. CONDITIONS OF CONTRACT**

The Client and the Evaluation Committee appointed by the Client will develop and use this contract template to organize a bidding and provide services in accordance with the Law on the Purchase of Goods, Works and Services with State and Local Property Funds (hereinafter referred to as “the law”)

The General Conditions of the Contract (hereinafter referred to as “GCC”) and the Special Conditions of the Contract (hereinafter referred to as “SCC”), the contract confirmation form, and other documents specified therein shall be the documents defining the rights, obligations, and responsibilities of both parties. This contract contains standard provisions governing the relationship between the Client and the work scope and related works and services. When drafting conditions of the contract GCC shall not be subject to the amendment.

The SCC shall be used to clarify the relevant articles and clauses of the GCC in accordance with the conditions of execution of the work, and to modify it. When preparing the conditions of the contract, consider the following:

If one of the articles of GCC stipulates that certain information should be included in the SCC, the relevant information must be included in the SCC. If any article, clause of the GCC is not applicable to the execution of the work, it should be reflected in the SCC;

1. Include information on the successful Bidder and the “best” rated Bid on the Contract Confirmation Form;
2. If corrections and discounts are calculated in the Bid Price, the Contract Price shall be calculated and set at the price after conversion to the same currency.
3. Attach detailed descriptions and pictures of the work to be performed, accompanying goods and services in the Contract.
4. GCC, SCC and the related attachments should not conflict with each other.
5. Examples and instructions written in parentheses of the Contract confirmation form shall be reflected in words, sentences, and quantities appropriate to the conditions of the bidding selected as a result of the Bid. Some sample conditions are included for illustrative purposes only and will be finalized by the Client based on the specifics of the contract.
6. The headings of the articles and other parts of the contract are not ground for interpreting the meaning of the conditions of the contract.

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **ONE. DESCRIPTION AND NOTES**

#### **Definitions**

1.1. The following terms used in this Contract have the meanings defined below:

- 1.1.1. “The Client” means the entity named in the Contract Confirmation Form;
- 1.1.2. “Representative of the Client” means a person appointed by the Client who has the right to communicate with the Contractor 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 entity authorized to conclude the Contract and named in the Contract Confirmation Form;
- 1.1.4. "Representative of the Contractor" means a person appointed by the Contractor who has 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 the Client and the Contractor together;
- 1.1.6. "Law" means the Law on the Purchase of Goods, Works and Services with State and Local Property Funds;
- 1.1.7. "Service" means the work specified in the work assignment and technical description;
- 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 if the work performed;
- 1.1.10. "Complaint claim period" means the period for the Client to make a claim to the Contractor in connection with the defect discovered during the warranty period.
- 1.1.11. "Sudden or force majeure emergency" means a natural disaster that is beyond the control of the parties, unforeseeable, making it impossible to fulfil the contractual obligations, actions/omissions of government authorities and officials, highly infectious diseases, international curfew diseases, and situation of universal quarantine due to the pandemic.

## **1.1 Explanation**

- 1.2. The following procedure shall be followed in the interpretation and application of the Contract:
  - 1.2.1. A singular word can have a plural meaning, and a plural word can have a singular meaning.
  - 1.2.2. The chapter and article 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 agreement, and if not explained in the agreement, shall be interpreted accordance with the content of the agreement. If it is not possible to interpret 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 terms and the Special Terms, the Special Terms shall prevail.
  - 1.2.5. During the implementation of the Contract, the language of communication will be Mongolian, and in the event that the parts of the Contract conflict with each other due to the conclusion of the Contract in another language, the part in Mongolian shall be used.



## **TWO. THE CLIENT**

### **General obligations of the Client**

2.1. The Client receives the results of the work and pays 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 related to the errors in the documents such as terms of reference and specifications provided in relation to the Service.

### **The Client Representative**

2.4. The Client shall appoint a representative to communicate and supervise the Contractor on behalf of the Client.

2.5. The details of the Client's representative are indicated in the Contract Confirmation Form.

2.6. The Client's representative is prohibited from transferring the rights and obligations in any form without the written consent of the representative.

### **Permission to enter the field**

2.7. The Client shall grant the Contractor the right to access and operate the work site during the period from the start to the end of the work by an official letter.

2.8. The Client shall be responsible for the delay in execution of the work and any related consequences due to the failure to grant access to the working site.

## **THREE. THE CONTRACTOR**

### **General obligations of the Contractor**

3.1. The Contractor shall perform the work in accordance with the requirements specified in the technical specification within the time 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 work force (managers, engineers, technicians, etc.) and the equipment and machinery used at the work site.

3.3. The Contractor shall be responsible for the materials, techniques, 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, telecommunication 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 under the contract to others.

3.7. The Contractor is responsible for allowing the Client and his authorized persons to freely enter the work site.

**Contractor's Representative**

3.8. The Contractor shall appoint an entity authorized to communicate with the Client and indicate in the contract confirmation form.

3.9. The Contractor's representative is an entity who is qualified and experienced in the field required to perform the work specified in the contract.

3.10. The representative of the Contractor may not transfer his rights and obligations to others in any form without the written consent of the representative.

**Technical work and site data**

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

**Safety**

3.12. The Contractor shall comply with other laws, technical regulations, standards, norms and rules related to labour safety, such as the Law on Labor Safety and Hygiene, the Law on Fire Safety, etc.

3.13. The contractor shall ensure the safety of all activities on 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 workers.

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 fulfil or properly fulfil the obligations specified in Articles 3.19-3.22 of the GCC.

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

**FOUR. TIMELINE AND PROGRESS REPORTS**

**Work start**

4.1. The Contractor shall start the work within the time specified in the SCC and shall complete the work according to the work schedule.

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

4.3. The program includes the General methodology, organization, and sequence of all activities necessary for the execution of the work, the duration of the work phase from the beginning to the end of the work, and other necessary information.

4.4. In case of changes to the program (plan), the Client's representative will be notified.

**Time extension**

4.5. The contractor may request an extension of the period of execution of work in the following cases:

4.5.1. unexpected or force majeure-like circumstances have arisen that made it impossible to perform the work within the time specified in the Contract;

4.5.2. if the newly adopted or changed relevant laws, rules, regulations, and standards affect the performance of the work;

4.5.3. The Client has not fulfilled his obligation to pay on time;

4.5.4. The Client's failure to properly fulfil the obligation to issue permits and documents affected the work period.

4.6. The Contractor shall submit the request for time extension to the Client along with relevant evidence.

4.7. The Contractor is responsible for proving that the conditions specified in Article 4.5.1 of the GCC have occurred.

4.8. The Client may extend the period based on the Contractor's request if one of the grounds specified in Article 4.5 of the GCC is met.

**Work progress report**

4.9. The Contractor shall submit the work progress report to the Client's representative according to the schedule specified in the SCC.

4.10. The progress report shall include the percentage of actual completion of each activity and its comparison with the planned percentage, if there is work that has not been done, information about the work, when it will be done, and other information required by the Client's 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.

**FIVE. CONTRACT PRICE AND PAYMENT TERM****Contract price**

5.1. The Contract price is indicated in the contract confirmation form.

5.2. Whether or not to adjust the Contract price based on Article 11.11 of the law, and if so, the method shall be reflected in the SCC.

5.3. If the price is adjusted, and the contract price is changed in accordance with Article 5.2 of the GSS, the changed price shall be applied after the addition or amendment to the contract.

**Advance payment**

5.4. If advance payment is specified in the Bid documents, and if the Contractor requests an advance payment, the Client shall pay the advance payment in the amount specified in the SCC.

5.5. After the Client receives the advance payment guarantee, the Contractor shall pay the advance payment within the period specified in the SCC to the contractor.

## **Terms of Payment**

5.6. The Client shall pay the payment within the period specified in the SCC based on the payment request and invoice.

5.7. The Client may request to attach a copy of the document stating that the contractual obligations have been properly fulfilled and related documents to the payment request or invoice.

5.8. If, at the request of the Contractor, the Client extends the deadline for handing over the work in accordance with Article 4.8 of the GCC, the Client's payment period shall be considered extended for the extended period.

5.9. Any payment made by the Client shall not constitute acceptance of the work and its components.

5.10. Payment invoices are expressed in MNT, the national currency of Mongolia.

5.11. If the Client has the right to demand default interest payment and other payments, it will be deducted from the payment to the Contractor.

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

### **Advance payment guarantee**

6.1. To issue an advance payment in accordance with Article 5.4 of the GCC, the advance payment guarantees of the amount specified in the SCC shall be submitted to the SCC within the specified time in the form prescribed by law and according to the relevant form.

### **Performance guarantee**

6.2. If it is specified in the Data Sheet to issue a performance guarantee, the Contractor shall submit a performance guarantee in the amount of 3 percent of the amount financed in the current fiscal year according to the relevant form within the time required by the Client. The Contractor shall annually renew the guarantee of performance of the contract to be implemented through the fiscal year.

6.3. The Client shall ensure the performance of the obligations in an undisputed manner by means of a Performance Guarantee in the event of the following conditions:

6.3.1. The Contractor has not fulfilled his obligations under the contract for any reason;

6.3.2. The Contractor has not properly fulfilled his obligations under the contract;

6.3.3. The Contractor is no longer able to fulfil his contractual obligations.

6.4. The fact that the Client has ensured the performance of the obligations with the Performance Guarantee does not limit the right to claim damages, default interest payment from the Contractor.

6.5. In case of extension of time in accordance with clause 4.8 of GCC, the Contractor shall extend the performance guarantee for the same period.

6.6. If a quality guarantee is required, the Performance Guarantee shall be released by issuing the Quality Guarantee specified in Article 6.8 of the GCC.

**Quality guarantee**

6.7. A Quality Assurance may be issued during the warranty period to ensure the quality of the service. If quality assurance is to be issued, the amount of quality assurance shall be specified in the SCC.

6.8. The Contractor may provide Quality Assurance in accordance with Article 42.5 of the Law.

6.9. In case of confirmation in accordance with Article 6.9 of GCC, the Client shall pay the pledged money in an amount equal to the amount specified in the guarantee.

6.10. If no defects are found in the service during the warranty period, the Quality Guarantee is waived.

6.11. According to Article 8.6 of the GCC, if the Client has eliminated the defect, the costs and damages related to the elimination of the defect shall be deducted, and the remaining amount shall be paid to the Contractor after the expiration of the warranty period.

6.12. In case the defect is eliminated in accordance with Article 8.5 of the GCC, the warranty and complaint period will continue normally.

**Warranty Period**

6.13. A warranty period will be established for the work and its components, and the warranty period will be indicated in the SCC.

6.14. The Client has the right to require the Contractor to eliminate defects found during the warranty period.

**SEVEN. RISK AND INSURANCE**

**To remedy the harm caused to others**

7.1. During the period of service provision, if the Contractor or Sub-contractor causes material or non-material damage (human life or health) to others due to any action (inaction) of his authorized person, the Contractor shall be responsible for the damage.

7.2. The Contractor shall not be liable if the Client suffers material or non-material damage (human life or health) due to the actions (inaction) of the authorized person.

**Client's risk**

7.3. The Client bears the following risks:

7.3.1. The results of the work after the transfer of the results of the service to the Client are damaged or destroyed due to extraordinary circumstances of a sudden or force majeure nature;

7.3.2. a notice of delivery of the completed service was given, but the work and its components were damaged or destroyed due to the failure of the Client to accept the work;

7.3.3. Services, materials and equipment are damaged or destroyed due to the Client's wrongful actions (omissions);

7.3.4. Any risk arising out of errors in the Client's work assignments.

7.4. If the client refuses to accept the results of the work due to a service failure, the client is not responsible for any risks that arise during the period until the acceptance of the work.

## **Insurance**

7.5. The contractor shall be insured against the risks that may occur during the work from the date of commencement of work to the end of the work, as specified in the SCC.

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 and certificate to the Client's representative.

7.8. If the Contractor does not submit a copy of the insurance contract or certificate, the Client shall conclude the insurance contract and collect the insurance fee from the Contractor.

7.9. The terms of insurance may not be changed without the consent of the Client's representative.

## **EIGHT. DEFECTS AND HIDDEN DEFECTS**

### **Detection and elimination of defects**

8.1. The service provided by the contractor and its parts are free of violations and defects.

8.2. The Client's representative shall give instructions to the Contractor to detect irregularities and defects in any work that may have irregularities or malfunctions during the service, and to open the hidden part of the work for inspection and testing.

8.3. If any defects or defects are found in the work received by the Client or its components within the warranty period specified in the SCC, the Contractor shall be notified of the defects and defects before the expiration of the period for making a complaint.

8.4. Upon receipt of the Notice of Defect Remediation, the Contractor shall commence Defect Remediation.

8.5. Every time a notice is given to eliminate the defect, the Contractor shall remove the defect at his own expense within the period specified in the notice.

8.6. If the contractor does not remove the violations or defects within the time specified in the notice, the Client may remove them at his 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 used by the Client during the elimination of the defect, the warranty period will be extended for the period of elimination of the defect.

**Hidden defects**

8.9. Even if the document (act) of acceptance of the work has been executed, the Contractor shall be responsible for any apparent or hidden defect in the work or its components or any consequences arising from it.

**Design defects**

8.10. If the design is developed by the Client, the Client shall be responsible for any problems related to the design (accuracy of the design, work defects resulting from it, etc.).

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

**NINE. TERMINATION OF AGREEMENT****Termination of the contract by the Client**

9.1. The Client may terminate the contract on the following grounds:

9.1.1. The Contractor has not provided services without good reason;

9.1.2. The Client set an additional period of time to perform the duties, but there was no result;

9.1.3. The contractor transferred all or part of the rights and obligations under the contract to others or performed them;

9.1.4. The contractor has been found to be involved in corruption in the course of bidding or execution of the contract by the court or relevant authorities;

9.1.5. The total amount of the default interest payment specified in the SCC exceeds 50 (fifty) percent of the amount of the unfulfilled obligation;

9.1.6. The contractor performed more than 20 (twenty) percent of the total work with one or more subcontractors;

9.1.7. During the execution of the work, the Contractor's license to operate has expired, has not been renewed, has been suspended, or has been revoked.

9.1.8. The contractor has failed to fulfil the contractual obligations according to the conditions for which the priority of his Bid was calculated, or as a legal entity, the conditions have not been fulfilled.

9.2. The Client may terminate the Agreement at any time, in addition to the grounds specified in Article 9.1 of GCC.

**Termination of the Contract by the Contractor**

9.3. The Contractor may terminate the contract on the following grounds:

9.3.1. The Client did not properly fulfil the main obligations stipulated in the contract and did not fulfil them within the specified additional period;

9.3.2. The total amount of the default interest payment specified in the SCC exceeds 50 (fifty) percent of the amount of the unfulfilled obligation;

9.3.3. If the Client's suspension of the work will adversely affect the rights and legal interests of the contractor.

**Contract termination procedure**

9.4. The party terminating the contract shall provide the other party with an additional period of notice to remedy the breach. Additional time is the normal available time for performance of duties.

9.5. The Client may not set an additional time for performance of obligations if the obligations are not performed within the specified additional period or if the additional time period is obviously not effective, and the time period is extended according to Article 4.8 of GCC.

9.6. If there is no need to set an additional period, if the notice 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 notice of termination to the other party.

9.7. If the contractor receives the notice specified in Article 9.6 of the GCC, immediately or within the period specified in the notice, he shall stop all further work, except for the purpose of protecting the completed part of the work and leaving the work site in a clean and safe condition. It will be handed over to the Client by means of a document (deed).

**Payment after termination of the Contract**

9.8. In case of termination of the Agreement in accordance with Article 9.1 of the General Agreement, the Contractor has the right to demand payment for the work performed up to the date of termination of the Agreement.

9.9. In case of termination of the Agreement in accordance with Article 9.2 of the General Agreement, the Client shall pay the following fees to the Contractor:

9.9.1. Payment for work performed up to the date of contract termination.

9.9.2. Expenses incurred in connection with the removal of 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 and 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**

**Notice**

10.1. Notices, instructions, information and other communications of the parties shall be through the representative.

10.2. All notices (including but not limited to consents, waivers, guarantees, confirmations, invoices, certificates, decisions, requests and letters) related to the performance of the contractual obligations shall be in writing.

10.3. The notice shall be delivered personally or sent by certified mail to the representative's address specified in the contract confirmation form.



10.4. Notification shall be deemed to have been received in the following cases:

10.4.1. if sent by certified mail, based on the receipt of payment on the date of posting;

10.4.2. based on the date of receipt of the personally delivered notification by the authorized representative of the other party.

10.5. Either party 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 failure to fulfil the obligations specified in Article 10.5 of the GCC.

10.7. Urgent notices requiring immediate notice may be given in a manner other than that specified in Article 10.2 of the GCC, and the notice shall be confirmed and delivered in writing.

**Representative change**

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

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

10.10. The notification must include the name of the representative's father/mother, his/her name, position, contact phone number (business or personal), and email address.

10.11. The rights and obligations of the previous representative shall be terminated when the representative delivers the changed notice to the other party.10.6. The non-notified party shall be responsible for the consequences of failure to fulfil the obligations specified in Article 10.5 of the GCC.

**Conditions for Changes or Corrections to the Service**

10.12. The parties may make changes to the work in order 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 possible and do not affect the contract period and price.

10.13. If the Contractor and the Client consider it necessary to make changes, the contractor will issue a draft of the changes.

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

10.15. The Contractor shall be responsible for the consequences of technical and technological errors related to changes made without the Client's permission, the contract period has expired, or the price has increased.

**Extraordinary circumstances of a sudden or force majeure nature**

10.16. In the event of a sudden or force majeure event 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 written notification requires time, advance notification may be provided in the form specified in Article 10.7 of GCC.

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

10.18. The Client will provide instructions within the usual reasonable time and the parties will take all possible measures 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 have not been effective, the Contractor may submit a request specified in Article 4.5 of the GCC.

**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 eliminate the related costs and damages.

**Default interest  
payment**

10.21. If the Client does not fulfill his obligation to pay on time, it shall pay a default interest payment to the Contractor at the percentage of the amount of the unfulfilled obligation for each day of overdue payment.

10.22. If the contractor does not perform the service within the time specified in the contract, the default interest payment shall be paid to the Client at the rate specified in the SCC, based on the value of the unfulfilled obligation for each day overdue.

10.23. The parties will not disclose, transmit or make public any information obtained during the implementation of the agreement, as determined by law or protected as confidential by the organization, except for the consent of the other party or the request of the authorized organization.

10.24. In case of disclosure of confidential information to the other party, a note of confidentiality shall be made and a notice 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 will be settled by the courts of Mongolia.

### SPECIAL TERMS OF THE CONTRACT

GCC 4.1.	Service start date: <b><i>From the date of the execution of the Contract</i></b>
GCC 4.2.	Deadline for submission of detailed program (plan) for service provision: <i>[year, month, day]</i>
GCC 4.9.	Service Progress Report Schedule and Submission Date: <i>[year, month, day]</i>
GCC 5.2.	Price adjustment: <b><i>“No”</i></b>
GCC 5.4.	Payment in advance: <b><i>“No”</i></b>
GCC 5.6.	Payment due date: <b><i>[year, month, day]</i></b> In case of payment installments, payment phase period: <b><i>[year, month, day]</i></b>
GCC 6.1.	Down payment amount: <b><i>[type amount]</i></b> Deadline for submission of advance payment guarantee: <b><i>[year, month, day]</i></b>
GCC 6.7.	<b>Quality guarantee:</b> Quality requirement: <b><i>[Select one of “Required” or “Not required”.]</i></b> <i>If Quality Guarantee is Required,</i> Quality Guarantee amount: <b><i>[Choose between the 5-10 percent of the contract value.]</i></b>
GCC 6.13.	Warranty period: <b><i>[To define and write the warranty period based on the Bid documents]</i></b>
GCC 7.5.	Insurance: <b><i>[Write down the Contractor’s insurance policies by identifying the risks that may occur taking into account the nature of the work]</i></b>
GGC 10.21.	<b>Default interest payment to be paid by the Client:</b> Interest rate: <b><i>[ specify a daily default payment up to 0.5 percent]</i></b>
GGC 10.22.	<b>Default interest payment to be paid by the Consultant:</b> Interest rate: <b><i>[specify a daily default payment up to 0.5 percent]</i></b>

## BID INVITATION

Date: October 10, 2024

Bid Type: Service

Bid Name: The Pre-Feasibility Study, Design and Consulting Services for the “New Ring Road” Project in Ulaanbaatar

Bid Number: 3ТХЯ/20240101127

Total Estimated Cost: 16,900,000,000 MNT.

Out of this amount, 16,900,000,000 MNT will be financed in 2024.

Bid Method: One-stage open Bid

1. The Office of the Governor the Capital City invites entities who meet the requirements and evaluation criteria specified in the Bid documentation to submit Bids for the **Pre-Feasibility Study, Design and Consulting Services for the “New Ring Road” in Ulaanbaatar.**
2. The Bid consists of the following packages: **“None.”**
3. Bids must be submitted in accordance with the specifications outlined in the Bid documentation before **14:00PM on November 14, 2024.** The Bids will be opened at **14:10PM on November 14, 2024.**
4. Acceptance of alternative proposals: **“Not allowed.”**
5. Can foreign entities submit proposals: **“Allowed.”**
6. The Bid shall specify that it remains valid for a period of 30 and more business days from the date of opening.
7. Bid guarantee required: **“Yes.”**  
Bid guarantee amount: 84,500,000 (eighty-four million five hundred thousand) MNT
8. Bid being organized in advance: **“No.”**
9. Bid being organized in one stage: **“Yes.”**

Interested parties can send requests for clarifications or additional information related to the Bid documents to the following address:

Ulaanbaatar city, Khan-Uul, District khoroo-23, Artsat am,  
Capital city main building, B-block 7th floor, Procurement Agency of the Capital City,

Phone number: 7575-7807

[www.tender.gov.mn](http://www.tender.gov.mn)