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MINISTRY OF URBAN DEVELOPMENT,  
CONSTRUCTION AND HOUSING  
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**MINISTRY OF URBAN DEVELOPMENT, CONSTRUCTION AND HOUSING**

**BIDDING DOCUMENT FOR  
SELECTION OF THE CONTRACTOR FOR THE CONSTRUCTION WORKS FOR THE NEW  
CONSTRUCTION OF THE CENTRAL EXTERNAL SEWAGE LINE, PUMPING STATION,  
EMERGENCY POND, AND BIOPOND IN ULAANGOM CITY, UVS PROVINCE, UNDER THE  
“PROVINCIAL EXTENSION, RECONSTRUCTION AND DESIGN DEVELOPMENT FOR THE  
WASTEWATER TREATMENT PLANT” PROJECT**

**Ulaanbaatar**

**2025**

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## SECTION I. BID SELECTION INSTRUCTIONS

### A. GENERAL

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| <b>1. Scope of Bid</b>   | 1.1. In accordance with the Law on Procurement of Goods, Works and Services with State and Local Government Funds (hereinafter referred to as the “ <b>Law</b> ”), the contracting authority specified in the Bid Data Sheet shall organize a Bid for the procurement of the works and related services (hereinafter referred to as the “works”) specified in Chapter III. The name and number of the Bid shall be indicated in the Bid Data Sheet                        |
| <b>2.</b>  | 2.1. If the Bid is a package, this information shall be indicated in the Bid Data Sheet   |
| <b>3.</b>  | 3.1. When the Bid is organized in advance in accordance with Article 32.5 of the Law, this information shall be indicated in the Bid Data Sheet   |
| <b>4. Source of funds and budget</b>                               | 4.1. The funding source of total and each package of the Bid and approved budget costs shall be reflected in the in the Bid Data Sheet.   |
| <b>5. Procurement legislation</b>                                  | 5.1 This procurement shall be subject to the laws and regulations on the procurement of goods, works and services with state and local property specified in Article 2.1 of the Law.  |
| <b>2. Electronic procurement system</b>                            | 1.1. Bid selection shall be organized through the electronic procurement system ( <a href="http://www.Bid.gov.mn">www.Bid.gov.mn</a> ) /hereinafter referred to as the “electronic system”/ in accordance with the “Procedures for Organizing Procurement through Electronic Systems and Ensuring Its Continuous and Secure Operation” approved by the Minister of Finance.   |
| <b>3. Free of Corruption and conflict of interest violation</b>    | 1.2.1.1. The client, interested parties, participants and employees and officials specified in Article 52.1 of the Law shall notify the relevant officials and law enforcement agencies of any actions or omissions prohibited by the Anti-Corruption Law, the Law on Regulation of Public and Private Interests in Public Service and Prevention of Conflicts of Interest, the Law on Competition, the Criminal Code and the Law on Offenses in accordance with the law. |
| <b>6.</b>  | 1.3.1.2. Persons subject to the prohibitions and restrictions specified in Articles 20, 201 and 21 of the Law on Regulation of Public and Private Interests in Public Service and Prevention of Conflicts of Interest are not entitled to participate in the Bid selection.   |
| <b>4. General requirement to interested party and participants</b> | 1.4.1.1. The entrepreneur shall become an interested party in the Bid by paying the service fee as specified in Article 22.10 of the Law.   |
| <b>7.</b>  | 1.5.1.2. The service fee paid by the interested party shall not be refunded for any reason.   |
| <b>8.</b>  | 1.6.1.3. The conditions specified in Article 7.1 of the Law have not arisen in relation to the participant or the general requirements have been met.   |

9. 1.7.1.4. The participant shall submit a Bid in accordance with Article 6 of the Law.
  10. 1.8.1.5. The foreign entity participating in the Bid shall submit information on the person registered as the ultimate owner in accordance with the law of the country in which it was established.
  11. 1.9.1.6. The information on the ultimate owner of a Mongolian legal entity shall be based on information registered in accordance with the Law on State Registration of Legal Entities.
  12. 1.10. 1.7. Persons who are not in compliance with international treaties of Mongolia or are subject to trade embargoes are not entitled to submit a Bid.
- 2. Requirement to subcontractors and consortium**
- 2.1. The consortium agreement and subcontracting agreement submitted for the Bid shall meet the requirements specified in Article 6 of the Law.
- 2.2.1.2. If the subcontracting agreement violates Article 6.4 of the Law, the client shall not take into account the relevant documents of the subcontractor or subcontractor when reviewing the Bid.
- 2.3.1.3. The consortium member and subcontractor shall confirm their consent to participate as a partner or subcontractor through the electronic system.
13. 2.4.1.4. The provisions of Article 7.3 of the T&C shall not apply to the participation of a foreign entity as a partner or subcontractor.
14. 2.5.1.5. A consortium member or subcontractor shall be deemed to not meet the general requirements if the period of registration in the list of persons whose right to participate in the Bid has not expired.

## **B.CONTENTES**

### **3. Bid selection documents**

- 3.1. The bidding documents consist of the following chapters and amendments and supplements thereto:  
Chapter I. Bidding Instructions;  
Chapter II. Data Table;  
Chapter III. Technical Specifications and Requirements;  
Chapter IV. Bid Evaluation Criteria;  
Chapter V. Standard Bid Form;  
Chapter VI. Contract Terms.
15. 3.2.. When concluding a contract with a supplier as a result of the Bid selection, the contracting authority shall adhere to the terms of the contract in Chapter VI of the Bid selection documents.
16. 3.3. The interested party shall study the requirements, criteria, conditions of contract, standard Bid form, technical specifications and any amendments thereto, and the cited laws, regulations, and instructions, and prepare a bid in accordance with them.

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| <b>7. Clarification of bidding documents</b> | 7.1 If an interested party wishes to obtain clarification on any matter specified in the Bid documents, such request may be submitted to the Contracting Authority in writing no later than five working days before the opening of the Bid.  |
| 17.  | 7.2 Requests for clarification shall be received at the address specified in the Data Table.  |
| 18.  | 7.3 A receipt for payment of the service fee shall be attached to the request for clarification.  |
| 19.  | 7.4 1.4. The Contracting Authority shall consider the response to the request for clarification to be delivered by issuing an official letter and publishing it in the electronic system.   |
| 20.  | 7.5 1.5. If the Contracting Authority deems it necessary to make amendments or changes to the Bid documents as a result of the clarification, Article 11 of the Bid Selection Instruction shall apply.  |
| <b>8 Pre-bid Meetings</b>                    | 8.2 1.1. If a meeting is to be held or a site visit is to be conducted as specified in Article 19.4 of the Law, it shall be indicated in the Bid Data Sheet.  |
| 21.  | 8.3 1.2. The interested party and its representative shall participate in the meeting.  |
| 22.  | 8.4 1.3. An entrepreneur who did not participate in the meeting specified in Article 10.1 of the Bid Selection Instruction may participate in the Bid selection process.  |
| <b>9 Amendment to Bidding documents</b>      | 9.2 The contracting authority may make amendments to the Bid documents before the deadline for receipt of Bids.   |
| 23.  | 9.3 If amendments are made to the Bid documents, they shall be deemed valid upon publication in the electronic system.  |
| 24.  | 9.4 If amendments are made to the Bid documents within five working days of the Bid opening, the deadline for receipt of Bids shall be deemed to be no less than five working days and shall be extended for the necessary period.  |
| <b>V. BID PREPARATION</b>                    |   |
| <b>10 Language of bid</b>                    | 10.1 Regardless of whether the Bid notice, documents, and invitations are published in a foreign language, the Bid documents, official letters, letters, and other documents related to the Bid, and the Bid submitted by the participant shall be in Mongolian, and the Bid, documents, and information contained therein, prepared in another language, shall be prepared and submitted by the participant. |
| 25.  | 10.2 For Bids to be financed solely by loans and assistance funds from foreign countries and international organizations, the language may be specified differently in the Data Table based on Mongolia's international agreements.   |
| 26.  | 10.3 If, in the case of preparation in accordance with Article 12.2 of the T&Cs, there is a discrepancy between the   |

Mongolian and foreign versions of the Bid documents, the Mongolian version shall prevail.

27. 10.4 In reviewing and evaluating Bids, the contracting authority shall base its responsibility on the translation of the documents in the foreign language, and the participant shall be responsible to the contracting authority for their accuracy and consistency, regardless of whether the translation was made by the participant himself or by another person.

## **11 Documents comprising the Bid**

11.1 The Bid shall be a technical and price offer for the performance of the work prepared in accordance with Article 21.1 of the Law.

28. 11.2 The Bid to be prepared and submitted by the participant shall consist of the following documents and information:

29. 11.2.1 Forms prepared in accordance with Article 14 of the BSI

11.2.2 If the Bid is certified by a person other than the person authorized to represent the participant without a power of attorney, a power of attorney issued in accordance with applicable laws /document proving the person authorized to represent the participant without a power of attorney in the case of a foreign person/;

11.2.3 A variant offer prepared in accordance with Article 15 of the BSI;

30. 11.2.4 1.2.4. Documents proving that the participant meets the general requirements specified in Article 16 of the BSI;

31. 11.2.5 Documents proving that the capacity and experience of the participant meet the requirements and criteria specified in Articles 17, 18, and 19 of the BSI

32. 11.2.6 1.2.6. Documents proving that the proposed work complies with the requirements specified in Article 20 of the BSI

33. 11.2.7 Work budget specified in Article 21 of the BSI

34. 11.2.8 Relevant explanations in the case specified in Article 21.7 of the BSI

35. 11.2.9 Relevant contracts in the case of consortium or subcontractors.

36. 11.3 The Participant is responsible for verifying the validity of all documents and information in its Bid and is responsible for their accuracy to the Client.

37. 11.4 The Participant shall submit a Bid by submitting a Bid guarantee and paying the service fee based on the provisions of Articles 22.7 and 22.10 of the Law.

## **12 Bid standard forms**

12.1 The participant shall fill in and submit the information specified in the form specified in Chapter V in the form

created in the electronic system in accordance with Article 21.1.3 of the Law.

### **13 Alternative bid**

13.1 If specified in the data table, a proposal may be submitted with the Bid in a variant that meets the requirements specified in Article 11.10 of the Law.

### **14 Documents confirming general requirement**

14.1 The following documents shall be submitted to verify the general requirements of the participant. These include:

38.

14.1.1 Form 1 of Chapter V, completed and submitted in accordance with Article 14.1 of the T&Cs.

39.

14.1.2 Other documents to be submitted in connection with the verification of the general requirements shall be indicated in the Data Table in accordance with Article 7 of the Law.

40.

14.2 A foreign entity shall submit the following documents issued by a state authority of the country of incorporation or residence, or equivalent documents:

41.

14.2.1 if a legal entity, a state registration certificate, a document identifying the person authorized to represent it without a power of attorney;

42.

14.2.2 if a foreign citizen or stateless person, a passport or a document replacing it;

43.

14.2.3 a document proving that there are no overdue tax debts under the laws of that country as of the date of the announcement of the Bid.

44.

14.3 . The Client shall not require the Participant to submit any documents other than those specified in Articles 16.1 and 16.2.2 of the T&Cs for the purpose of verifying the Participant's general conditions, and shall verify other necessary conditions based on the Participant's declaration and the information specified in Article 15.2 of the Law.

45.

14.4 . Each member of the Partnership shall submit the documents specified in Articles 16.1 and 16.2 of the T&Cs.

### **15 Requirement to capability and Experience**

15.1 The contracting authority shall comply with Article 15 of the Law in determining the capacity and experience requirements specified in Articles 18 and 19 of the T&Cs.

46.

15.2 Information that is verifiable through the electronic system specified in Article 15.2 of the Law and is publicly available shall not be submitted as evidence.

47.

15.3 In the case of a partnership, the authorized representative member and the members together shall fully meet the capacity and experience requirements specified in Articles 18 and 19 of the T&Cs.

48.

15.4 The authorized representative member of the partnership shall meet more than 40 percent of the capacity and experience requirements specified in Articles 18 and 19 of the T&Cs, and each member of the partnership shall meet 25 percent or more of the capacity and experience requirements specified in this Article.



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| 49.  | 15.5 The subcontractor shall submit documents to the Bid proving that it meets the relevant part of the requirements and criteria specified in this Article.  |
| <b>16 Evidence of meeting financial capacity requirements</b>  | 16.1 In accordance with Article 16.5 of the Law, the participant must meet the financial capacity requirements specified in the Data Table.   |
| 50.  | 16.2 . If the Client requires the submission of evidence of meeting the financial capacity requirements, it shall select from the documents specified in Articles 16.2 and 16.4 of the Law and indicate them in the Data Table.   |
| 51.  | 16.3 Statements from banks and financial institutions other than the client bank statement regarding the participant's account information and its balance shall not be taken into account when reviewing the participant's financial capacity. The Client shall not require the client bank to submit a statement on matters other than those specified herein.  |
| 52.  | 16.4 Inquiries regarding whether a legal entity in Mongolia has overdue loans to banks and financial institutions as of the day following the announcement of the Bid shall be obtained from the person specified in Article 4.1.5 of the Law on Credit Information through the electronic system and submitted to the Bid, and the bank or financial institution shall not be required to submit inquiries on this matter. |
| <b>17 Evidence of meeting technical capacity and experience requirements</b>                           | 17.1 In accordance with Article 17.4 of the Law, the participant must meet the technical capacity and experience requirements specified in the Data Table.  |
| 53.  | 17.2 If the Client requires the submission of evidence of meeting the technical capacity and experience requirements, the documents specified in Articles 17.2.1, 17.2.3, 17.2.4 of the Law shall be selected from the documents specified in Articles 17.2.1, 17.2.3, and 17.2.4 of the Law and indicated in the Data Table.   |
| 54.  | 17.3 If there are any special licenses, permits, or certificates required to perform the work or provide ancillary services, they shall be indicated in the Data Table.   |
| 55.  | 17.4 Each member of the partnership must meet the special license requirements specified in Article 19.3 of the T&C. If several permits or certificates are required, the members of the partnership must meet them together.   |
| <b>18 Documents proving that the proposed work complies with the requirements of the Bid documents</b> | 18.1 Evidence that the proposed work complies with the technical specifications and requirements specified in Chapter III shall be submitted with the Bid.  |
| 56.  | 18.2 If any of the technical specifications specified in Chapter III are different or omitted, an explanation shall be submitted.   |
| 57.  | 18.3 If the proposed work is to purchase goods or services from a person whose right to participate in the Bid is restricted in connection with the performance of the work, it shall be  |

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|  | considered non-compliant.   |
| <b>19 Bid price and price discount</b> | 19.1 The price and discount offered by the participant shall comply with the requirements specified in this article.  |
| <b>58.</b>                             | 19.2 The cost budget to be submitted for the Bid shall be submitted based on the norms and standards approved by the relevant authorized body, with the unit and total prices for each type and category verified by an authorized person.  |
| <b>59.</b>                             | 19.3 The Bid price shall be deemed to include the costs specified in Article 27.13 of the Law.  |
| <b>60.</b>                             | 19.4 If the total budget amount specified in Article 21.2 of the T&Cs does not contain arithmetic errors but differs from the price specified in Form 1 of Chapter V, the total budget amount shall be considered the proposed price.   |
| <b>61.</b>                             | 19.5 If a price discount is offered in accordance with Article 21.1 of the T&Cs, the price after calculating the price discount shall be considered the "Bid price".  |
| <b>62.</b>                             | 19.6 . Unless otherwise specified in the Law and the Data Table, the price offered by the participant shall be constant during the implementation of the contract and shall not be adjusted. Bids with price adjustments shall be deemed non-compliant. A bid with a fixed price in a Bid procedure where price adjustments are permitted in the data table shall not be grounds for rejection of the Bid and the price adjustment shall be deemed to be zero during the contract implementation process. |
| <b>63.</b>                             | 19.7 In the cases specified in Article 21.5 of the Law, if the Bid price of a Bider is less than 80 percent of the budgeted cost, a reasonable explanation shall be submitted with the Bid stating that the price will not adversely affect the scope, quality and performance of the work.   |
| <b>20 Bid currency</b>                 | 20.1 Unless otherwise specified in international treaties and laws of Mongolia, the Bid price shall be expressed in the national currency tugriks in accordance with Articles 4.1 and 4.2 of the Law on Payments and Settlements in the National Currency.  |
| <b>21 Bid validity period</b>          | 21.1 The Bidder shall indicate in Form 1 the period of validity of its bid, which shall not be less than 30 working days from the date of opening of the bid in accordance with Article 21.1.1 of the Law.  |
| <b>64.</b>                             | 1.1. If the Contracting Authority has requested an extension of the bid validity period in accordance with Article 28.8 of the Law, the Bidder may extend the period specified in Article 23.1 of its T&Cs.   |
| <b>65.</b>                             | 1.2. . If the Bidder has extended the bid validity period, the Bidder and the Bidder shall be responsible for ensuring that the validity period of the bid security specified in Article 24 of the T&Cs is also extended in accordance with the terms of the bid security.  |
| <b>66.</b>                             | 21.2 In the case of pre-organization of the bid selection in  |

accordance with Article 32.5 of the Law, the validity period of the Bidder's bid shall be valid from the date of approval of the source of financing for the work until the conclusion of the contract.

## **22 Bid guarantee**

22.1 . In the cases specified in Article 14.1 of the Law, the contracting authority shall submit a Bid guarantee in accordance with the "Procedure for Issuing and Encashment of Guarantees in Procurement" calculated at 0.5 percent of the budgeted cost, as indicated in the Data Table.

67.

22.2 If the Bid is divided into lots, the Bid guarantee shall be submitted for each lot.

68.

22.3 In the case of a partnership, the member authorized to represent it shall submit the Bid guarantee.

## **G. BID SUBMISSION AND OPENING**

### **23 Bid confirmation and submission**

23.1 In case the Bid is verified in accordance with Article 22.1 of the Law and a Bid guarantee is required, the Bid guarantee shall be submitted in accordance with Article 24 of the T&C.

69.

23.2 . If the person verified in accordance with Article 25.1 of the T&C is a person authorized to represent the participant without a power of attorney, then a power of attorney shall not be required.

70.

23.3 If the person authorized to represent the participant without a power of attorney has verified the Bid with a digital signature, the form specified in Chapter V shall be deemed to have been verified with a seal or stamp in accordance with Article 25.1 of the T&C. In this case, no power of attorney or certification with a seal or stamp of a legal entity related to the verification of the form shall be required.

71.

23.4 If the participant submits information related to sensitive personal information specified in Article 22.5 of the Law without disclosing it, the notification specified in Article 22.6.3 of the Law shall be submitted in the form of Chapter V Error! Reference source not found.7 shall be submitted without confidentiality.

72.

23.5 Documents and information specified in Article 22.6 of the Law shall be submitted in a mandatory manner, and Article 25.4 of the T&Cs shall not apply to these documents. The contracting authority shall indicate the documents to be disclosed in addition to the Bid selection in the Data Table, and if the document concerns sensitive personal information, the Bid shall be submitted based on the consent of the owner of the information.

### **24 Deadline for receipt of Bids**

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

73.

24.2 The Client shall organize the opening of the Bid through the electronic system on the date and time indicated in the Data Table. The participant or his representative has the

right to be present at the opening of the Bid.

#### **D. CLIENT DECISION-MAKING**

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| <b>25 Request clarification on the Bid</b>                    | 25.1 In case of clarification of the Bid, the contracting authority shall follow the procedure specified in Article 25 of the Law.  |
| <b>26 Review the Bid for compliance with the requirements</b> | 26.1 . When reviewing the Bid, it shall be reviewed based on the procedure specified in Article 26 of the Law, the Bid package specified in Article 13 of the T&Cs, information sent from the relevant database, and explanations and clarifications received from the participant and its Bid. |
| <b>27 Bid evaluation</b>                                      | 27.1 In accordance with Article 11.4 of the Law, the contracting authority shall select the main evaluation criteria, and unless otherwise specified in the data table, the main evaluation criterion shall be the comparative price.   |
| <b>74.</b>  | 27.2 The contracting authority shall evaluate and compare the Bids in accordance with Article 27 of the Law.  |
| <b>75.</b>  | 27.3 Unless otherwise specified in the data table, the main criterion for evaluating the Bids shall be the comparative price.   |
| <b>28 Correcting arithmetic errors</b>                        | 28.1 Arithmetic errors in the Bid price shall be corrected in accordance with the "Methodology and Instructions for Evaluating Bids and Awarding Preference".   |
| <b>76.</b>  | 28.2 Information on the correction of arithmetic errors shall be provided to the participant in accordance with Article 30.1 of the T&C.  |
| <b>29 Granting privileges</b>                                 | 29.1 If the client has submitted the information and documents specified in the data table, the price shall be calculated by abstractly reducing the price in accordance with the law and relevant procedures and instructions, in accordance with Articles 8.4 and 8.7 of the Law.             |
| <b>77.</b>  | 29.2 If the evidence specified in Article 31.1 of the T&C is not submitted, the priority shall not be granted and this shall not be a reason for rejecting the Bid submitted by the participant.  |
| <b>78.</b>  | 29.3 It should be noted that the contractor who has received the priority shall not fulfill the conditions for the priority calculation in the performance of the contract.   |
| <b>30 Criteria for evaluation</b>                             | 30.1 If specified in the data table, the criteria corresponding to the evaluation specified in Chapter IV shall be expressed in money and the comparative price shall be increased by abstractly.   |
| <b>31 Determining the comparative price of the Bid</b>        | 31.1 The "Bid Evaluation and Preference Awarding Methodology and Guidelines" shall be followed in determining the comparative price of the Bid.   |
| <b>79.</b>  | 31.2 If, as permitted by Section 15.1 of the ITB, a Bid   |

submitted in a variant is evaluated as “the best”, its variant shall be reviewed and evaluated in the same manner as the main Bid.

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| 80.  | 31.3 | In accordance with Section 33.2 of the ITB, the procedure for reviewing and evaluating the variant Bid shall be followed in evaluating the main Bid.  |
| <b>32 Bid ranking</b>                              | 32.1 | The contracting authority shall follow the procedure set forth in Section 27.5 of the Law in ranking the Bids.  |
| <b>33 Re-verify the participant's capabilities</b> | 33.1 | The contracting authority shall re-verify whether the participant submitting the best evaluated Bid in several packages has the capacity to perform the contractual obligations specified in those packages, and whether the information on human resources and equipment offered overlaps with information on other projects and activities. |
| 81.  | 33.2 | Re-verification in accordance with Article 35.1 of the ITB shall be based only on the documents and information used in the Bid review to determine whether the financial capacity specified in Article 18 of the ITB and the technical capacity and experience specified in Article 19 of the ITB meet the requirements and criteria.        |
| 82.  | 33.3 | . Re-verification of the capacity of the participant in accordance with Article 35.2 of the ITB and granting the right to conclude a contract in accordance with Article 27.10 of the Law.  |

#### **F. DELIVERY OF DECISIONS AND CONTRACT AUTHORIZATION**

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| <b>34 Delivering the decision</b> | 34.1 | The Client shall make a decision specified in Article 28 of the Law and notify the participants.  |
| <b>35 Performance guarantee</b>   | 35.1 | In the cases specified in Article 42.1 of the Law, the participant who has been granted the right to conclude a contract shall submit a performance guarantee in the amount of three percent of the amount to be financed in the relevant fiscal year within the period required by the Client. |
| 83.                               | 35.2 | The performance guarantee shall be issued in accordance with the “Procedure for Issuing Guarantees and Recognizing Revenue in Procurement Proceedings”.   |
| <b>36 Advance payment</b>         | 36.1 | If an advance payment is required for the purchase of materials required for the implementation of the contract and the costs associated with the commencement of work, the Client shall indicate the percentage of the advance payment in the Data Table.                                      |
| 84.                               | 36.2 | The Contractor shall submit a request for an advance payment, stating the type, quantity, budget and schedule of work to be financed under the payment, and an advance payment guarantee in the amount not less than the amount specified in Article 38.1 of the                                |

T&Cs, to the Client.

**85.**

36.3 The advance payment guarantee shall be issued in accordance with the "Procedure for Issuing Guarantees and Making it Income in Procurement Proceedings".

**86.**

36.4 The advance payment guarantee received by the Client and meeting the requirements shall be an integral part of the contract.

**37 Signing the contract**

37.1 The Client shall complete the contract confirmation form for the terms of the contract specified in Article 8.2 of the T&Cs in accordance with the instructions specified therein and submit it to the Participant.

**87.**

37.2 The selected Participant shall sign and certify the contract submitted in accordance with Article 39.1 of the T&Cs and submit it within the period required by the Client.

## CHAPTER II. BID DATA SHEET

| BSI related provision | A. GENERAL   |
|-----------------------|--|
| BSI 1.1               | Client : <b>Ministry of Urban Development, Construction and Housing</b>  |
| BSI 1.1               | The name of the Competitive Bidding: SELECTION OF THE CONTRACTOR FOR THE CONSTRUCTION WORKS FOR THE NEW CONSTRUCTION OF THE CENTRAL EXTERNAL SEWAGE LINE, PUMPING STATION, EMERGENCY POND, AND BIOPOND IN ULAANGOM CITY, UVS PROVINCE, UNDER THE “PROVINCIAL EXTENSION, RECONSTRUCTION AND DESIGN DEVELOPMENT FOR THE WASTEWATER TREATMENT PLANT” PROJECT          |
| BSI 1.1               | Bid selection announcement number : <b>[Write the Bid announcement number specified in the electronic system]</b>  |
| BSI 1.2               | The Bid consists of the following lots with the following names and numbers:<br>No lots  |
| BSI 1.3               | Whether the Bid process being organized in advance: “ <b>Yes</b> ”   |
| BSI 2.1               | Funding source: <b>Soft Loan Agreement of the Government of the Republic of Poland</b>   |
| BSI 2.1               | Total on budget : <b>1,758,045.33 euro</b><br><b>Amount to finance in 2025 : 1,758,045.33</b> (One million seven hundred fifty-eight thousand forty-five 33/100 <b>euro</b> )  |
| BSI 6.5               | This Bid is open to legal entities of the Republic of Poland in accordance with the Conditional Loan Agreement between the Government of Mongolia and the Government of the Republic of Poland.  |
| BSI 7                 | The Contractor shall not subcontract more than 20 (twenty) percent of the total work.<br><br>According to the Conditional Loan Agreement concluded between the Government of Mongolia and the Government of the Republic of Poland in 2017, the cost of goods and services originating in Poland shall not be less than 60% (sixty percent) of the contract value. |
| BSI 8.1               | Whether to organize a meeting or to introduce the work site for the tender: [“Yes”]<br><br>The participant must be familiarized with the project site.<br><br>Project site address: Bag 12, Ulaangom sum, Uvs aimag, Mongolia  |
| <b>B.CONTENTES</b>    |  |
| BSI 9.1               | Address for obtaining clarifications on the Bid documents:<br><br>Name of the recipient: Ministry of Urban Development, Construction and Housing   |

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|                           | <p>Address: Mongolia, Ulaanbaatar city, Chingeltei district, Barilgachin square, 4th khoroo, Government building 12, Ministry of Urban Development, Construction and Housing</p> <p>Telephone number: (976-11)-310612, 76003333</p> <p>Email address: <a href="mailto:info@mudch.gov.mn">info@mudch.gov.mn</a></p> <p>If an interested party wishes to obtain clarification on any matter specified in the Bid documents, the request may be submitted to the contracting authority in writing and electronically, certified by a digital signature, no later than five working days before the opening of the Bid. After the contracting authority receives a request for clarification, the clarification shall be issued in writing no later than two working days before the deadline for receipt of Bids. The contracting authority shall issue an official response to the request for clarification or additional information without mentioning the name of the requester and publish a copy of it in the “clarification” section of the Bid documents in the electronic system for public procurement (<a href="http://www.Bid.gov.mn">www.Bid.gov.mn</a>). Upon such publication, the clarification or additional information shall be deemed to have been simultaneously submitted to all Bid participants. The interested party shall review the clarifications, amendments and changes, which are an integral part of the Bid documents, until the deadline for receipt of Bids, and prepare a Bid in accordance with them.</p> |
| <b>BSI 10.1</b>           | Whether to hold a pre-bid meeting: “No”  |
| <b>V. BID PREPARATION</b> |  |
| <b>BSI 11.2.4</b>         | If the participant is a foreign entity, they must have a branch or representative office in Mongolia. Documents proving this must be submitted.  |
| <b>BSI 12.1</b>           | <p>Regardless of whether the Bid notice, documents, and invitations are published in a foreign language, the Bid documents, official letters, letters, and other documents related to the Bid, and the Bid submitted by the participant shall be in Mongolian. The Bider shall prepare and submit a translation of the Bid, documents, and information contained therein, prepared in another language.</p> <p><b>Bid Language:</b> The Bider shall prepare and submit its Bid in Mongolian and English. In the event of any conflict between the Mongolian version of the Bid documents and the foreign language version, the provisions of the Bid documents prepared in Mongolian shall prevail.</p>  |
| <b>BSI 15.1</b>           | Submitting an alternative proposal for a version: “Not allowed”  |
| <b>BSI 16.1.2</b>         | <p>Other documents required to verify the general requirements: <b>“Required”</b></p> <ol style="list-style-type: none"> <li>1. A statement of social insurance premium and tax arrears obtained from the electronic system within the period from the announcement of the Bid shall be submitted in the relevant field of the electronic system in accordance with the instructions. If this statement is not submitted, information on overdue tax and social insurance premium arrears as of the date of the Bid opening shall be checked. Foreign entities shall submit equivalent documents that meet these requirements.</li> <li>2. A valid inquiry regarding debts and arrears to citizens and legal entities by court decision shall be obtained from the electronic system and submitted in the relevant field of the electronic system in accordance with the instructions.</li> </ol>  |



|          |   |          |                                   |                                     |  |     |          |          |                                   |                                     |
|----------|---|----------|-----------------------------------|-------------------------------------|--|-----|----------|----------|-----------------------------------|-------------------------------------|
|          | <p>Foreign entities shall submit equivalent documents that meet these requirements.</p> <p>3. Decisions issued by courts or authorized bodies. If a bidder has failed to pay taxes, fees, or charges under the laws of Mongolia or the country in which it was established, or has been found by a court or authorized body to have seriously violated or failed to fulfill its contractual obligations during the past 3 years, or has committed professional misconduct while participating in the procurement process, or has submitted a Bid with manifestly false information, or has been found by a court or authorized body to have been involved in any of the acts of corruption, fraud, collusion, or intimidation specified in the Anti-Corruption Law, the Competition Law (as amended) and the Criminal Code within the past 3 years, the bidder is obliged to notify the contracting authority of this and submit the decision of the relevant court or authorized body with the Bid, which is equivalent.</p> |          |                                   |                                     |  |     |          |          |                                   |                                     |
| BSI 18.1 | <p>Financial capacity requirement : “ <b>Required</b> ”</p> <p>1. Sales revenue: The average of the last 3 years, i.e. 2022, 2023, and 2024, is not less than 70 percent of the proposed price. The foreign entity has to submit equivalent documents that meet this requirement.</p> <p>2. Liquid assets: Not less than 30 percent of the approved budget cost.</p> <p>3. There are no overdue loans or interest debts to banks or financial institutions as of the date of the announcement of the Bid. The foreign entity has submitted equivalent documents that meet this requirement.</p>   |          |                                   |                                     |  |     |          |          |                                   |                                     |
| BSI 18.2 | <p>Documents to support the review of financial capacity:</p> <p>1. The amount of liquid assets is determined by the total amount of one or more of the following criteria:</p> <ul style="list-style-type: none"><li>• The balance of the account of the Bid participant's client bank as of the date of the Bid announcement;</li><li>• A loan statement from a commercial bank with the amount of the loan that can be obtained after the date of the Bid announcement (if the client bank statement does not impose a real financial obligation on the bank, such as the possibility of considering the issue of granting a loan, it will not be taken into account during the Bid review);</li><li>• Securities, government bonds and securities specified in Article 5, Section 5.1 of the Law on Securities Market;</li></ul>  |          |                                   |                                     |  |     |          |          |                                   |                                     |
| BSI 19.1 | <p>“ Required ” Technical capabilities and experience requirements:</p> <p>1. “Required” Human resources to perform the work:</p> <table><tr><td>No.</td><td>Position</td><td>Quantity</td><td>Total work experience /in years /</td><td>Similar work experience /in years /</td></tr></table>  |          |                                   |                                     |  | No. | Position | Quantity | Total work experience /in years / | Similar work experience /in years / |
| No.      | Position  | Quantity | Total work experience /in years / | Similar work experience /in years / |  |     |          |          |                                   |                                     |

|  |   |   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
|--|---|---|---|----|----|-----|-----------------------------------|---------|---|-----------------------------|---|---|--|---|---|----------------|---|---|--------------------|---|---|--------------------|---|---|-------------------------|---|---|--------------------------|---|---|---|---|---|---|---|----|----------------|---|----|------------------------|---|----|---------------------------|---|----|---------------------------|---|
|  | 1   | Project leader or general engineer ( Civil engineer , or Water supply , sewage engineer with a professional degree or equivalent engineer | 1 | 15 | 10 |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
|  | 2   | Water supply , sewage engineer  | 2 | 10 | 8  |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
|  | 3   | Construction engineer   | 1 | 5  | 3  |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
|  | 4   | Electrical engineer   | 1 | 5  | 3  |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
|  | 5   | Communication engineer  | 1 | 5  | 3  |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
|  | 6   | Occupational safety and health officer /engineer/   | 1 | 5  | 3  |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
|  | 7   | Geodetic engineer   | 1 | 8  | 5  |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
|  | 8   | Environmental specialist  | 1 | 5  | 3  |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| 2. Basic equipment and tools used to perform the work: “Required”  |   |   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| <table><tr><td>No.</td><td>Equipment type and specifications</td><td>Minimum</td></tr><tr><td>1</td><td>Excavator , 1.0 m3 -1.25 m3</td><td>2</td></tr><tr><td>2</td><td>Auto loader , 3 m3 ( bucket) (of the style )</td><td>2</td></tr><tr><td>3</td><td>Crane , 5 tons</td><td>2</td></tr><tr><td>4</td><td>Cargo truck 5t-10t</td><td>2</td></tr><tr><td>5</td><td>Self-loading truck</td><td>2</td></tr><tr><td>6</td><td>Pipe installation tools</td><td>2</td></tr><tr><td>7</td><td>Concrete mixer (0.33 m3)</td><td>1</td></tr><tr><td>8</td><td>Generator / electricity generator 5 kW -10 kW</td><td>2</td></tr><tr><td>9</td><td>Electricity welding , PE plastic line to stick car / help every /</td><td>1</td></tr><tr><td>12</td><td>Gas compressor</td><td>1</td></tr><tr><td>13</td><td>Engineer geodetic tool</td><td>2</td></tr><tr><td>14</td><td>Measurement steel ribbons</td><td>1</td></tr><tr><td>18</td><td>Small trembling compactor</td><td>1</td></tr></table> |   |   |   |    |    | No. | Equipment type and specifications | Minimum | 1 | Excavator , 1.0 m3 -1.25 m3 | 2 | 2 | Auto loader , 3 m3 ( bucket) (of the style ) | 2 | 3 | Crane , 5 tons | 2 | 4 | Cargo truck 5t-10t | 2 | 5 | Self-loading truck | 2 | 6 | Pipe installation tools | 2 | 7 | Concrete mixer (0.33 m3) | 1 | 8 | Generator / electricity generator 5 kW -10 kW | 2 | 9 | Electricity welding , PE plastic line to stick car / help every / | 1 | 12 | Gas compressor | 1 | 13 | Engineer geodetic tool | 2 | 14 | Measurement steel ribbons | 1 | 18 | Small trembling compactor | 1 |
| No.  | Equipment type and specifications                                 | Minimum   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| 1  | Excavator , 1.0 m3 -1.25 m3                                       | 2   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| 2  | Auto loader , 3 m3 ( bucket) (of the style )                      | 2   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| 3  | Crane , 5 tons  | 2   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| 4  | Cargo truck 5t-10t  | 2   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| 5  | Self-loading truck  | 2   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| 6  | Pipe installation tools   | 2   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| 7  | Concrete mixer (0.33 m3)  | 1   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| 8  | Generator / electricity generator 5 kW -10 kW                     | 2   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| 9  | Electricity welding , PE plastic line to stick car / help every / | 1   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| 12   | Gas compressor  | 1   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| 13   | Engineer geodetic tool  | 2   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| 14   | Measurement steel ribbons   | 1   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| 18   | Small trembling compactor   | 1   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| Original copies of certificates of main machinery, equipment and tools shall be submitted with the Bid;  |   |   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| Original copies of lease agreements and certificates of main machinery and tools to be used on lease/hire shall be submitted with the Bid.   |   |   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |
| 3. Experience in similar work. “Required” At least once in the last 3 years, i.e. 2022, 2023, 2024, as a contractor for the construction of buildings and wastewater treatment plants with a budget cost of at least 30% of the proposed price. Similar work includes the construction of buildings, wastewater treatment plants, and pipelines.   |   |   |   |    |    |     |                                   |         |   |                             |   |   |  |   |   |                |   |   |                    |   |   |                    |   |   |                         |   |   |                          |   |   |   |   |   |   |   |    |                |   |    |                        |   |    |                           |   |    |                           |   |

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|                 | <p>4. The current performance of similar work shall be considered if it is more than 70%. The performance shall be confirmed by the description of the authorized body of the client's inspection and implementation.</p> <p>5. Requirements for contracts being implemented and those granted the right to implement. "Required"</p> <p>6. Other requirements: Required.</p> <p>-The Bider is obliged to fully provide the main equipment, machinery and technical means used to perform the work, if the right to conclude a contract is granted.</p> <p>-The Bider is obliged to fully provide the engineering and technical personnel required to perform the work, if the Bid is awarded.</p>   |
| <b>BSI 19.2</b> | <p>Documents proving technical capacity and experience requirements:</p> <p>1. Documents proving human resource capacity and experience requirements for the work: Including:</p> <p>a) The information of the bidder's main employee and employees working under a contract of employment shall be proposed in accordance with the instructions in the form specified in Chapter V of the electronic system.</p> <p>b) It is not necessary to submit a copy of the employee's school diploma, it shall be checked in the database of the Ministry of Education and Science through the state information and exchange system of the Ministry of Education and Science. (Please note that the bidder must check in advance whether the employee's higher education diploma information is available in the Unified State Service System /e-mongolia/.) If the proposed employee graduated from a foreign country, a copy of the diploma shall be submitted with a translation. Foreigners shall submit equivalent documents that meet these requirements.</p> <p>c) Water supply and sewage engineers, civil engineers, and labor protection engineers shall be full-time employees working in the enterprise. Information on social insurance contributions of the bidder's employees shall be checked through the electronic system. The foreign entity has submitted equivalent documents that meet these requirements.</p> <p>d) A copy of the valid certificate of the occupational safety and health officer shall be attached to the Bid. The foreign entity has submitted equivalent documents that meet these requirements.</p> <p>e) In the case of proposing a public official specified in Article 3.1.4 of the Law on the Coordination of Public and Private Interests and Prevention of Conflicts of Interest in Public Service, the written consent of the managing official or authorized body specified in Article 18.5.3 of the same law shall be attached. The foreign entity has submitted equivalent documents that meet these requirements.</p> <p>-Please note that in the performance of the work contract, if the work is performed by an employee other than the employee proposed above, it will be considered a Bid with obviously false information and will be subject to registration as a person with restricted rights. The foreign entity has submitted equivalent documents that meet these requirements.</p> <p>3. Submit the following documents to prove experience in performing similar work. Prepare and submit in accordance with Form V, Form 4 and 6 of Chapter V for similar work contracts performed in the last 3 years, i.e. 2022, 2023, and</p> |

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|                 | <p>2024. Submit the following documents to prove performance of similar work. Including:</p> <ul style="list-style-type: none"> <li>- Copy of the contract for the work performed,</li> <li>- Commission conclusion or act accepted for use by the authorized body</li> <li>- Client's description. (A description obtained after January 2, 2025 is required.)</li> </ul> <p>4. Submit the following documents regarding the contracts being implemented and the contracts for which the right to implement has been granted. Including:</p> <p>a) The Bid participant shall submit information on the progress of the work performed by itself and the partnership members, according to Form 5.</p> <p>5. Other documents required to prove that the criteria and requirements specified in terms of technical capacity and experience are met:</p> <p>1. a) Submit a confirmed schedule of the work stages and the completion date of the work is October 15, 2025.</p> <p>b) The budget shall be calculated according to the budget plan and certified by an authorized budgeter. (It shall be carried out using a budgeting program in accordance with the laws, regulations, regulations, and instructions in force in Mongolia.)</p> <p>c) Submit a report of visit to the work site along with photographs.</p> <ul style="list-style-type: none"> <li>• Work to create a green environment that is energy and natural resource efficient, with low greenhouse gas emissions and waste, and that does not adversely affect the environment and human health.</li> <li>• Please note that any violation of the requirements set forth in the Bid documents during the contract process will be considered a condition for registration as a person whose rights have been restricted due to failure to fulfill contractual obligations.</li> </ul> |
| <b>BSI 19.3</b> | <p>License/Permit: "Required"</p> <p>The following license issued by the Ministry of Urban Development and Construction and Housing shall be submitted. This license shall apply to the subcontractor of Mongolia. It shall not apply to the organization of the Republic of Poland.</p> <p>BA-4.2. Installation, expansion, repair and improvement of water structures</p> <p>BA-4.3. Installation of water supply and sewage system pipelines, and installation of equipment for related buildings and structures</p> <p>BA-6.3 Installation of lighting and power supply inside buildings, their equipment, and installation of branch lines outside the building</p> <p>BA-6.4 Installation of communication and alarm, internet network, fire extinguishing and fire alarm systems inside buildings, their equipment, and installation of branch lines outside the building</p> <p>The Bider, partnership and subcontractor shall be required to have a license in accordance with their duties and information on the license shall be checked in the electronic system of state procurement.</p> <p>The Bider is responsible for checking whether the information about his/her permit registered in the electronic procurement system is complete, accurate and valid.</p>   |

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|                                      | <p>The permit period is valid for the duration of the Bid.</p> <p>If the permit period has expired, the decision of the authorized body on the extension of the period shall be submitted.</p> <p>An entrepreneur may submit a Bid for the Bid individually or in partnership. A proposal for subcontracting may also be submitted.</p> <p>The partnership agreement and subcontracting agreement submitted for the Bid shall meet the requirements specified in Article 6 of the Law.</p> <p>The above-mentioned permit shall not be required if a foreign entity enters.</p> |
| <b>BSI 21.6</b>                      | <p>The price offered by the participant during the contract implementation process: <b>“Fixed, not adjustable”</b></p>   |
| <b>BSI 24.1</b>                      | <p>Bid Security Amount: <b>8,790.23 (eight thousand seven hundred ninety euro and twenty three cents)</b>.</p> <p>Validity Period: Valid for 28 days from the date of bid validity.</p> <p>The electronic bid security does not need to be attached to the bid materials, and the electronic system will check the information about the bid security of the bidder against the database of the commercial bank issuing the bid security.</p>  |
| <b>G. BID SUBMISSION AND OPENING</b> |  |
| <b>BSI 25.5</b>                      | <p>List of documents to be disclosed to participants:</p> <ol style="list-style-type: none"> <li>1. Documents proving compliance with the general requirements specified in Article 7 of the Law.</li> <li>2. Information submitted in accordance with the form specified in the Bid documents.</li> <li>3. If there is information that is classified as sensitive personal data as specified in the law, a statement explaining the legal basis.</li> <li>4. Unified Budget Bureau.</li> <li>5. Work schedule.</li> </ol>  |
| <b>BSI 26.1</b>                      | <p>The deadline for receipt of Bids is:</p> <p>Date: 26 Sep 2025.</p> <p>Time: 14:00.</p>  |
| <b>BSI 26.2</b>                      | <p>The Bid opening will be held electronically during the period specified below, and the participant will receive the opening information via the electronic system.</p> <p>Date: 26 Sep 2025.</p> <p>Time: 2:30 p.m.</p> <p>Address of the place where you can participate in the Bid opening: Mongolia, Ulaanbaatar city, Chingeltei district, Barilgachin talaq, 4th khoroo, Government Building No. 12, Ministry of Urban Development, Construction and Housing</p>   |
| <b>D. BID REVIEW AND EVALUATION</b>  |  |
| <b>BSI 31</b>                        | <p>Information and documents required for calculating preferences: “Yes”</p>   |

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|  | <p>In accordance with Article 8 of the Law on Procurement of Goods, Works and Services with State and Local Property, domestic production will be supported and preferences will be calculated.</p> <p>(Preference will be granted in accordance with the “Methodology and Instructions for Bid Evaluation and Preference Awarding” approved as an appendix to the Order of the Minister of Finance No. A/255 dated December 25, 2023.)</p> |
| <b>BSI 32.1</b>  | Whether the main criteria for Bid evaluation should be set differently from the comparative price: “No”   |
| <b>F. DELIVERY OF DECISIONS AND CONTRACT AUTHORIZATION</b> |   |
| <b>BSI 37</b>  | <p>Will the successful bidder submit a performance guarantee? “Yes”</p> <p>A performance guarantee will be submitted in accordance with the terms of the contract.</p>  |
| <b>Y. OTHER</b>  |   |
| <b>BSI 38.1</b>  | Whether to pay advance payment: “Yes”   |

### CHAPTER III. TECHNICAL SPECIFICATIONS AND REQUIREMENTS

| No | Technical Specification                                   | Description   |
|----|---|---|
| 1  | Location of the building and facility:                    | Mongolia, Uvs aimag, Ulaangom sum, Bag 12,  |
| 2  | Name and purpose of the building and facility:            | Construction and installation work for the construction of a new external sewage main line, sewage pump station, emergency reservoir, and biopond in Ulaangom soum, Uvs aimag, as part of the project to expand and modernize and build new aimag wastewater treatment facilities |
| 3  | Alternative   | Not allowed.  |
| 4  | Design code:  | -   |
| 5  | Approved budget   | 1,758,045.33 (one million seven hundred fifty-eight thousand forty-five euros thirty three cents  |
| 6  | Expertised budget   | 5,857,611,765.00 (five billion eight hundred fifty-seven million six hundred eleven thousand seven hundred sixty-five) tugriks  |
| 7  | Whether the Design Cost is Included in the Work Budget    | No  |
| 8  | Whether the Equipment Cost is Included in the Work Budget | Yes   |
| 9  | Completion Date:  | July 31, 2026   |

#### **SECTION IV. ADDITIONAL CRITERIA TO BE CONSIDERED IN THE EVALUATION OF BID**

1. Completion period: Not applicable.
2. Environmental impact: Not applicable.
3. Other criteria in accordance with the law: Not applicable.

#### **SECTION. SAMPLE BID FORMS**

Form 1. Submitting a Bid

Form 2. Human Resources Information

Form 3. Information on Main Equipment and Technical Tools

Form 4. Information on Contracts for Similar Work

Form 5. Information on Contracts Underway and Authorized for Implementation

Form 6. Detailed Information on Similar Contracts

Form 7. List of Confidential Documents and Information



Form 1. Bid Submission

[date]

[Name of the Client]

We [name of the participant] hereby submit this Bid (hereinafter referred to as the "Bid") to [name and number of the Bid] announced by your organization for the Bid [name and number of the Bid] at [the Bid price without discount in figures and words] tugriks in accordance with the schedule specified in the Bid documents, confirming the following conditions:

1. Having familiarized ourselves with the Bid documents and the terms of the contract specified therein (general terms and conditions of the contract, special terms and conditions, contract confirmation form), I have fully accepted them and have participated in the Bid.

2. The participant and its partnership members are not subject to any conditions prohibited by law in relation to participation in the procurement, including the following conditions:

2.1. The conditions specified in Article 7, Clause 7.1 of the Law on Procurement of Goods, Works and Services with State and Local Property Assets have not arisen;

2.2. The influential shareholder, its ultimate owner, owner of assets, partner, or individual entrepreneur performing these functions is not a person who has held or is holding a position specified in Article 20, Section 20.2 of the Law on the Coordination of Public and Private Interests in Public Service and Prevention of Conflicts of Interest, or a person related to him;

2.3. No benefits shall be granted to an official working in the management, control, or administration of the Client.

2.4. The person representing the Participant shall not be subject to the restrictions specified in Article 21, Section 21.1.3 of the Law on the Coordination of Public and Private Interests in Public Service and Prevention of Conflicts of Interest.

3. The Client hereby grants the right to obtain evidence and information related to the Bid from the relevant person.

4. Price discount in the Bid ["will offer" or "will not offer"]. [If a price discount is offered, state the terms and conditions of its application].

5. The Bid shall be valid for [30 or more working days] days from the date of opening of the Bid as specified in the Bid documents.

6. I acknowledge that any violation of Articles 7.1, 22.2, 56.5 of the Law or the obligation to submit an accurate and consistent translation to the Bid shall be grounds for registration in the list of persons whose right to participate in the Bid is restricted.

7. I confirm that the work offered in the Bid and the goods and services related to the performance of the work are free from intellectual property infringement, legal or physical defects.

8. I hereby agree to disclose the Bid to other participants in accordance with the relevant procedures and fully release the Client from any obligation to keep the Bid confidential.

[Name,

position, signature,

stamp, and logo of the person authorized to represent without a power of attorney,

or the person authorized by him/her]:

Address:

**Form 2. Human resource information**

| Position | Employee name | Education ,<br>profession<br>al<br>qualificatio<br>n | Total work<br>experience<br>, in years | Experience in the<br>position, in years |
|----------|---------------|--|--|---|
|          |               |  |  |   |
|          |               |  |  |   |
|          |               |  |  |   |
|          |               |  |  |   |

**Form 3. Information on basic equipment and technical tools**

| Name and<br>purpose of<br>machinery and<br>equipment | Capacity | Quantity | <i>[Write either “own<br/>property” or “rent”]</i> |
|--|----------|----------|--|
|  |          |          |  |
|  |          |          |  |
|  |          |          |  |
|  |          |          |  |

**Form 4. Information on contracts for similar work performed**

| Contract name | Client's name, address,<br>and contact number | Budget | Time<br>/ started , finished / |
|---------------|---|--------|--------------------------------|
|               |   |        |                                |
|               |   |        |                                |
|               |   |        |                                |
|               |   |        |                                |

**Form 5. Information on contracts being implemented and authorized to be implemented**

| Contract name | Client's name, address, and contact number | Budget | Contract started time | Expected performance percentage, in monetary terms | Estimated completion time |
|---------------|--|--------|-----------------------|--|---------------------------|
|               |  |        |                       |  |                           |
|               |  |        |                       |  |                           |
|               |  |        |                       |  |                           |
|               |  |        |                       |  |                           |
|               |  |        |                       |  |                           |

## Form 6. Similar contract details

Name of the bidder: [to be filled in by each partner for each fully completed contract].

|    |   |
|----|---|
| 1. | Client name   |
| 2. | Contract name   |
| 3. | Contract number   |
| 4. | Contract established date   |
| 5. | Contract finished happened date   |
| 6. | Contract amount   |
| 7. | Contract completed address , location   |
|    | In the contract participated status ( one) choose )<br><input type="checkbox"/> Basic Supplier <input type="checkbox"/> Consortium member <input type="checkbox"/> Assistant contractor |

**Form 7. List of classified documents and information**

|    | <b>CONFIDENTIAL DOCUMENTS AND<br/>INFORMATION</b> | <b>CONFIDENTIAL LEGAL BASIS</b> |
|----|---|---------------------------------|
| 1. |   |                                 |
| 2. |   |                                 |
| 3. |   |                                 |
| 4. |   |                                 |
| 5. |   |                                 |

## **CHAPTER VI. CONTRACT TERMS**

The Client and the evaluation committee appointed by it shall develop and use this contract model to organize a Bid and perform the work in accordance with the Law on Procurement of Goods, Works and Services with State and Local Property (hereinafter referred to as the “Law”).

The General Conditions of the Contract (hereinafter referred to as the “GCC”) and the Special Conditions of the Contract (hereinafter referred to as the “SCC”), the Contract Confirmation Form, and other documents specified therein shall be documents defining the rights, obligations and responsibilities of both parties. This contract contains standard provisions governing the relationship between the Client and the supply of goods and services related to it. The GCC shall not be amended when developing the terms of the contract.

The GCC shall be used to clarify the relevant articles and provisions of the GCC, as well as to make amendments and additions to them, in accordance with the conditions for the performance of the work. When preparing the contract conditions, the following should be noted:

1. If any of the GCC clauses require that specific information be included in the GCC, the relevant information must be included in the GCC. If any of the GCC clauses or provisions are not applicable to the performance of the work, this should be stated in the GCC;
2. The contract confirmation form should include information about the successful bidder and the “best” evaluated bid;
3. If adjustments and discounts are to be considered in the bid price, the contract price should be determined after conversion into a single currency;
4. Detailed descriptions and drawings of the work to be performed, ancillary goods and services should be attached to the contract;
5. The GCC, SCC and relevant annexes should not contradict each other;
6. The examples and instructions written in brackets in the contract confirmation form should be included in the words, sentences and quantities appropriate to the terms of the bid selected as a result of the Bid selection. Some example terms are included for illustrative purposes only and the client will finalize them based on the specifics of the contract.
7. The headings of articles and other sections of a contract shall not be the basis for interpreting the meaning of the terms of the contract.

## GENERAL CONDITIONS OF THE CONTRACT

### 88. ONE. DEFINITION AND EXPLANATION

#### Description

- 1.1. This in the contract used word , phrase , expression under mentioned meaning contains :
  - 1.1.1. " Client " Contract confirm in the form named person ;
  - 1.1.2. " Client's " representative " In the contract additions and changes to enter into a contract from cancellation others Contracted related all on the issue With contractor communication , control implement has the right From the client appointed person ;
  - 1.1.3. " Contractor " contract to establish right received and Contract confirm in the form named person ;
  - 1.1.4. " Contractor's " representative " In the contract additions and changes to enter into a contract from cancellation others Contracted related all on the issue With a client communicate has the right From the contractor appointed person ;
  - 1.1.5. " Parties " Client and The contractor together the named ;
  - 1.1.6. " Law " State and country local proprietary with money goods , works , services buy to get about the law ;
  - 1.1.7. " Work " work task , technical in the description specified the work ;
  - 1.1.8. " Work" " square " work to perform there is the place ;
  - 1.1.9. " Guarantee" " time " completed the work use in the process at work detected defect Contractor responsible the time ;
  - 1.1.10. " Complaint" requirement to issue " time " From the client guaranteed during discovered defective connected Contractors requirement to issue the time ;
  - 1.1.11. " Suddenly" or insurmountable power characteristic special condition " the situation " of the parties sight out of control ouBSIde happened , predicted guess impossible , contract role execute impossible to make natural disaster , State right with organization , office officer action / cell action / , extreme contagious , many country foot forbidden disease , illness plague because of all public ban abstinence established condition situation there is to become I understand .



|                               |   |
|-------------------------------|---|
| Description                   | <p>1.2. The contract to explain and use following procedure will follow :</p> <p>1.2.1. Single in numbers expressed word the many number meaning , many in numbers expressed word the single number meaning express will be .</p> <p>1.2.2. Group and species title the the contract systematize purposeful and the contract to explain not used .</p> <p>1.2.3. Article , clause , word the sentence this in the contract specified name formula based on to explain and in the contract unexplained in case contract in the content in accordance with Explain . If contract in the content in accordance with to explain impossible in case Civil in law specified procedure according to Explain .</p> <p>1.2.4. General condition and special condition between each other conflicted in case special conditions will follow .</p> <p>1.2.5. Contract implementation in the process communicate language the Mongolia language to be and the contract different language on since its establishment percentages the between each other conflicted in case Mongolia language above percentage will follow .</p> |
|                               | <b>89. TWO. CLIENT</b>  |
| Client common duty            | <p>2.1. Client the work seed result waiting take and contract specified during price will pay .</p> <p>2.2. Client law law and in the contract specified fact letter , permission Contractors appropriate according to take out will give .</p> <p>2.3. Client the work to be executed related take out given work task , technical condition degree fact written wrong related seed consequences responsible .</p>   |
| Client representative         | <p>2.4. Client on behalf of with contractor communication , control to put representative Client will be appointed .</p> <p>2.5. Client representative information Contract confirm in the form teach .</p> <p>2.6. Client representative the from the representative in writing granted without permission rights and duties any in the form of to others to transfer prohibited .</p>   |
| In the field login permission | <p>2.7. Client the work from the beginning to end up to during work in the field access , action operation to send rights Contractors in writing will be given .</p> <p>2.8. Work in the field login right because it was not given work execute time exceed and with him/her related formed any seed consequences Client responsible .</p>   |

## 90. THREE. CONTRACTOR

|                               |       |  |
|-------------------------------|-------|--|
| Contractor common duty        | 3.1.  | Contractor the the work technical in the description specified in demand in accordance with in the contract specified during Performed by , Clients hand over will give .  |
|                               | 3.2.  | Contractor the work in the field to work power ( to control ) employee , engineer , technician employee so like ) and use there is equipment device , machine mechanism more list , information Clients will give .  |
|                               | 3.3.  | Work to execute required materials , techniques , equipment device , machine mechanism , spare parts tools , documents Documents , Contractor temporary and permanent work in the building to work employee and service contractor responsible .                                     |
|                               | 3.4.  | Work in the process necessary water , gas , electricity federal and others supply Contractor responsible .   |
|                               | 3.5.  | Contractor the total 20 ( twenty ) percent of the work up the work Help as a contractor not to be executed to be responsible .   |
|                               | 3.6.  | Contractor the by contract waited rights and obligations to others not transferable to be responsible .  |
|                               | 3.7.  | Contractor the the client , his right granted person work in the field free to introduce responsible .   |
| Contractor representative     | 3.8.  | Contractor the With a client communicate right with person appoint and contract confirm in the form teach .  |
|                               | 3.9.  | Contractor representative the in the contract specified the work to execute necessary that by branch specialized , experienced experience with person is .   |
|                               | 3.10. | Contractor representative the from the representative in writing granted without permission rights and duties any in the form of to others to transfer prohibited .  |
| Technical and work field data | 3.11. | Client the work field place geological , hydrogeological , weather steam and nature environment conditional about , to oneself there is all data information Contractors information as a rule work from the beginning before will give .  |
| Work field guard protection   | 3.12. | Contractor the unauthorized person work in the field not allowed to be organize will be established .  |
|                               | 3.13. | Contractor the work area protection , in the field employees and passenger safe condition , condition capital complete whole situation protect for the purpose necessary in places lighting to put up , fence to hold , to guard protected connected to leave expenses responsible . |

|   |       |  |
|---|-------|--|
| Garbage , waste and compensation recovery | 3.14. | Contractor the the work execute in the process work in the field obstacle to become garbage waste and further not used happened goods material , substance things , equipment device , machine the mechanism different on the ground transfer degree method size take work area clean wait .   |
|   | 3.15. | Contractor the work in the field brought dangerous materials appropriate according to save and delete .  |
|   | 3.16. | As stated in Articles 3.14-3.15 of the GCC duty failed in case with him/her related any seed consequences contractor responsible .   |
| Archaeological and others artifact        | 3.17. | Work square from above found archaeological and others artifact ( all) fossilized animal , plant balance , coins , valuables things , other ancient artifact , geological and archaeological grandson importance with things so like other ) found in case clients informed , appropriate procedural according to right with in the organization hand over will give . |
|   | 3.18. | Contractor the artifact from getting hurt prevent appropriate method size will take .  |
| Safe situation                            | 3.19. | Contractor work in the field Labor safe condition , health household about Law , Fire safe status law degree labor safe in the state related others law legislation , technical regulation , standard , norm and the rules follow will be enforced .   |
|   | 3.20. | Contractor the work square above all action operation safe situation will provide .  |
|   | 3.21. | Work , its composition part natural and others force species from the influence protect .  |
|   | 3.22. | Employees labor safe situation satisfy will work .   |
|   | 3.23. | Contractor the labor safe in a state related formed any responsibility complete responsible .  |
|   | 3.24. | Contractor is specified in paragraphs 3.19-3.22 of the GCC duty not fulfilled , appropriate according to due to non-compliance formation any seed consequences complete responsible .  |
|   | 3.25. | At work used or there is cooked dangerous , harmful , polluted material , substance related law Regulations , Client requirement according to save and delete .  |
|   |       |  |

#### 91. **FOUR. WORK PERIOD AND PROGRESS REPORT**

|            |      |  |
|------------|------|--|
| Work start | 4.1. | Contractor is specified in the GTN during the work start and work schedule according to will be completed .  |
|            | 4.2. | Contractor the work execute more The program ( plan ) is specified in the GTN. during client representatives will be delivered .   |
|            | 4.3. | In the program work to execute necessary all action operation general methodology , organization organization , order sequence , work from the beginning to end until work period staircase time and others necessary information reflected is . |

|                      |        |  |
|----------------------|--------|--|
| Time to extend       | 4.4.   | Changes to the program ( plan ) included in case Client representatives will be notified .   |
|                      | 4.5.   | Contractor following in case work execute time to extend about request take out will be :  |
|                      | 4.5.1. | the work in the contract specified during execute impossible delivered unexpected or insurmountable power characteristic special condition situation there is happened ;   |
|                      | 4.5.2. | related law regulations , rules , regulations , standards new approved , changed the work in performance to influence if ;   |
|                      | 4.5.3. | Client on time payment to pay duty failed to comply ;  |
|                      | 4.5.4. | Client permission , document letter to produce to deliver duty appropriate according to failed the work during affected .  |
|                      | 4.6.   | Contractor time to extend request related to prove fact together Clients Submit .  |
|                      | 4.7.   | As stated in Article 4.5.1 of the GCC condition situation formed to become Contractor to prove responsible .   |
| Work progress report | 4.8.   | shall comply with the provisions of Article 4.5 of the General Terms and Conditions . of reason which one the composed in case Contractor request based on time extend will be .   |
|                      | 4.9.   | Contractor work progress The report is specified in the GTN. schedule according to take out Client representatives will be delivered .   |
|                      | 4.10.  | Progress in the report action operation every real performance percentage take it out and planned with percentage compared comparison , not done work if that work about information , when to do suggestion , Client representative demanded others information reflect . |
|                      | 4.11.  | Contractor the work , his composition part operate , technique service make , break , return assembly , configuration to do and edit about use service instructions Clients take out will give .   |

## 92. FIVE. CONTRACT PRICE AND PAYMENT TERMS

|                |      |  |
|----------------|------|--|
| Contract price | 5.1. | Contract price contract confirm in the form teach .  |
|                | 5.2. | Contract at the price As specified in Article 11.11 of the law on the grounds adjustment to do whether , adjustment to do if The methodology will be reflected in the GTN .          |
|                | 5.3. | As stated in Article 5.2 of the GCC according to price adjust , contract price changed in case in the contract additions and changes from entering since changed price will follow . |

- |                         |       |   |
|-------------------------|-------|---|
| Advance payment payment | 5.4.  | Bid selection fact in writing advance payment payment to be granted specified and Contractor advance payment payment request issued if Client advance payment The fee is specified in the GTN. in size will be given .    |
|                         | 5.5.  | Client the advance payment payment guarantee waiting from the receipt since Contractors shall comply with the requirements specified in the GTN. during advance payment payment will be given .                           |
| Payment condition       | 5.6.  | Client the payment request , invoice Based on the provisions of the GTN during payment will pay .   |
|                         | 5.7.  | Client contract role appropriate according to completed about fact copy percentage and related fact payment request , claim to attach demanding will be .   |
|                         | 5.8.  | Contractor upon request Client work hand over to give The period is specified in Article 4.8 of the GCC. according to stretched if extended for a period of time Client payment to pay time extended that See you later . |
|                         | 5.9.  | Client paid any payment work , his composition part waiting allowed that to watch reason no way .   |
|                         | 5.10. | Payment claim the Mongolia State National silver character in tugriks expressed is .  |
|                         | 5.11. | Client the adverb and others payment to demand has the right if Contractors to pay from payment withhold .  |

### 93. **SIX. WARRANTY AND WARRANTY PERIOD**

- |                                   |        |  |
|-----------------------------------|--------|--|
| Advance payment payment guarantee | 6.1.   | As stated in Article 5.4 of the GCC according to advance payment payment to be granted is specified in the GTN size advance payment payment The warranty is specified in the GTN. period inside in law specified in the form of , related to form according to Submit .  |
| Performance guarantee             | 6.2.   | Performance guarantee to be issued Data in the table specified if Contractor the that budget per year to finance 3 percent of the grade effective performance guarantee related form according to from the client demanded period inside Submit . Budget year through to be implemented contract performance guarantee Contractor year every update Submit . |
|                                   | 6.3.   | Client following condition there is happened in case duty performance Performance by guarantee no to argue as a rule will provide :  |
|                                   | 6.3.1. | Contractor by contract waited duty any reason because of not completed ;   |
|                                   | 6.3.2. | Contractor by contract waited duty appropriate according to not completed ;  |
|                                   | 6.3.3. | Contractor by contract waited duty execute impossible It happened .  |
|                                   | 6.4.   | Client Performance by guarantee duty performance provided the From the contractor loss , damage to demand rights no restrictions .   |

|                   |       |  |
|-------------------|-------|--|
| Quality guarantee | 6.5.  | As stated in Article 4.8 of the GCC according to time extended in case Contractor performance guarantee and for a period of time extend .  |
|                   | 6.6.  | Quality guarantee demanded In this case, as specified in Article 6.8 of the GCC Quality guarantee by issuing Performance guarantee will be released .  |
|                   | 6.7.  | Work quality guarantee to provide for the purpose guaranteed during Quality guarantee to bring out Quality guarantee to produce if quality guarantee The amount is indicated in the GTN .                              |
|                   | 6.8.  | Contractor Quality guarantee According to Article 42.5 of the Law according to confirm will be .   |
|                   | 6.9.  | As stated in Article 6.7 of the GCC according to confirmed in case Client hostage the money in the guarantee specified effective pass in size will be given .  |
|                   | 6.10. | Guarantee during at work any malfunction not found if Quality guarantee will be released .   |
|                   | 6.11. | According to Article 8.6 of the GCC Client defect deleted if malfunction to remove related out costs and damages withheld and guaranteed time as soon as it's finished remaining the money Contractors will be given . |
|                   | 6.12. | As stated in Article 8.5 of the GCC according to defect deleted in case guaranteed and complaint requirement to issue time normal to be continued .  |
|                   | 6.13. | Work , its composition in the section guaranteed time to establish and guaranteed The time will be indicated in the GTN .  |
|                   | 6.14. | Client the guaranteed during detected defect to erase From the contractor to demand has the right .  |
| Guarantee time    |       |  |

#### 94. SEVEN. RISK AND INSURANCE

|                               |        |  |
|-------------------------------|--------|--|
| Undoing harm caused to others | 7.1.   | Work execute during Contractor , assistant contractor his/her right with person's any action ( or due to (action ) to others economy and economy not damage ( human) life age , health Hello , I met you. if damage Contractor responsible . |
|                               | 7.2.   | Client his/her right granted person's action ( or due to (action ) economy and economy not damage ( human) life age , health Hello , I met you. if Contractor not responsible .  |
| Risk borne by the client      | 7.3.   | Client following the risk Responsible for :  |
|                               | 7.3.1. | work seed result clients from transfer since work seed amount Suddenly or insurmountable force species characteristic special condition status because of damaged , destroyed ;  |
|                               | 7.3.2. | completed the work hand over to give statement given but client the work waiting to get duty due to non-compliance work , his composition part damaged , destroyed ;   |

- |           |        |   |
|-----------|--------|---|
|           | 7.3.3. | Client guilty action ( or due to (action ) work , materials and equipment device damaged , destroyed ;  |
|           | 7.3.4. | Client picture project error because of formed any risk .   |
|           | 7.4.   | Work malfunction because of client work seed result waiting from taking refused if the work waiting to get up to during there is happened any the risk client not responsible .       |
| Insurance | 7.5.   | Contractor the work in the process meet possible the risk work start from the day to end until within the period specified in the GTN in insurance Insure .                           |
|           | 7.6.   | Client and contractor , assistant contractor guilty action ( or action ) from third person's life age , health Hello , sir. in the capital meet possible damage Contractor Insure .   |
|           | 7.7.   | Contractor the insurance contract , certificate copy percentage client representatives will be delivered .  |
|           | 7.8.   | Contractor insurance contract , certificate copy percentage not submitted if client original insurance the contract establish and insure the fee From the contractor will be issued . |
|           | 7.9.   | Insurance conditions Client representative without permission to change prohibited .  |

#### 95. EIGHT. DEFICIENCY, HIDDEN DEFICIENCY

- |                                 |      |  |
|---------------------------------|------|--|
| Detect and eliminate the defect | 8.1. | From the contractor submitted work , his part the without any conflict or defect is .  |
|                                 | 8.2. | Client representative work in the process conflicting , flawed be possible any at work conflict , defect detection , the work hidden part open examination , test to send about instructions Contractors will give .   |
|                                 | 8.3. | Client waiting received work , his composition specified in the GTN section guaranteed period inside conflict , malfunction if found complaint requirement to issue time from the end before conflict , malfunction remove about statement Contractors will be delivered . |
|                                 | 8.4. | Contractor Failure remove about statement waiting as soon as possible malfunction remove the work start .  |
|                                 | 8.5. | Failure remove about statement given about every Contractor original conflict , defect in the statement specified during own at the expense of remove .  |
|                                 | 8.6. | Contractor conflict , defect in the statement specified during not deleted if Client own at the expense of remove will be .  |
|                                 | 8.7. | Client issued expenses Contractor no to argue as a rule will pay .   |
|                                 | 8.8. | The problem remove in the process work , his composition part Client use failed if defect remove for a period of time guaranteed time will be extended .   |

- |                             |   |
|-----------------------------|---|
| Hidden malfunction          | 8.9. Work waiting received Even if a document ( act ) is committed , the work and its composition in the section revealed , hidden malfunction , its because of formed any seed consequences Contractor responsible .   |
| Picture project malfunction | <p>8.10. Picture the project Client developed if picture with a project related any problem ( picture) project true right , from him formed work malfunction so like ) Client responsible .</p> <p>8.11. Contractor the own completed Work picture project , related fact letters , information and data true right responsible .</p> |

#### **96. EC. TERMINATION OF THE AGREEMENT**

- |  |  |
|--|--|
| Contract cancelation by the client     | <p>9.1. Client following on the grounds the contract cancel will be :</p> <p>9.1.1. Contractor respectfully to watch without reason 5 working days work area abandoned ;</p> <p>9.1.2. Client duty execute additional time established but seed amount not available ;</p> <p>9.1.3. Contractor By contract waited rights and obligations entirely the or partially to others transferred , otherwise executed ;</p> <p>9.1.4. Contractor the in the Bid when participating or the contract execute in progress corruption crime in the case connected the court and related by organization determined ;</p> <p>9.1.5. As specified in the GTN to lose total amount not completed duty price 50 ( fifty ) percent of the amount exceeded ;</p> <p>9.1.6. Contractor total from 20 ( twenty ) working days up percentage one or from him up help as a contractor executed ;</p> <p>9.1.7. Work execute during Contractor action operation to conduct special permission finished not renewed , suspended , invalid It happened .</p> <p>9.1.8. Contractor own Bid advantage right calculated conditional according to contract role failed to comply , or legal person's for help conditions not satisfied It happened .</p> <p>9.2. The Client shall comply with the provisions of Article 9.1 of the General Terms and Conditions . from the basis ouBSIde contract at any time cancel will be .</p> |
| Contract cancelation by the contractor | <p>9.3. Contractor following on the grounds the contract cancel will be :</p> <p>9.3.1. Client the in the contract specified basic duty appropriate according to failed and established additional during failed to comply ;</p> <p>9.3.2. As specified in the GTN to lose total amount not completed duty price 50 ( fifty ) percent of the amount exceeded ;</p>   |



|                         |                   |        |  |
|-------------------------|-------------------|--------|--|
| Contract<br>procedure   | cancellation      | 9.3.3. | Client the the work temporary stopped the contractor rights , law official profit in interest negatively to influence if .   |
|                         |                   | 9.4.   | The contract cancel side the the other on the side duty violation remove additional time established statement will be delivered . Additional time the duty execute usual possible time is .   |
|                         |                   | 9.5.   | Determined additional during duty not completed or additional time Even if it is determined , as a result not enough to become the Obviously , according to Article 4.8 of the GCC time extended if Client duty execute additional time not determined be will be .  |
|                         |                   | 9.6.   | Additional time to establish unnecessary , extra time established in the statement answer not submitted or established during violation not deleted in case the contract cancel side the the other on the side the contract cancel statement will be delivered .   |
| Payment<br>cancellation | after<br>contract | 9.7.   | The Contractor shall comply with the provisions of Section 9.6 of the GCC. statement waiting received if very immediately or in the statement specified during work completed part protection , work area clean safe under the circumstances to leave from the direction others further execute all my job Stop , End the Agreement cancel day until completed work , his composition in the section related fact the letters Clients document ( act) by doing ) hand over will give . |
|                         |                   | 9.8.   | As stated in Article 9.1 of the GCC according to The contract canceled in case Contractor the contract cancel day up to completed work payment to demand has the right .   |
|                         |                   | 9.9.   | As stated in Article 9.2 of the GCC according to The contract canceled in case Client contractors following payment will pay :   |
|                         |                   | 9.9.1. | Contract cancel day up to completed work payment ;   |
|                         |                   | 9.9.2. | Work from the field Contractor equipment device to be moved related formed cost ;  |
|                         |                   | 9.9.3. | The contract canceled in relation to From the contractor help contractors to pay necessary happened any payment ;  |
|                         |                   | 9.9.4. | From the contractor the work protection , work area clean and safe under the circumstances to leave spent cost ;   |
|                         |                   | 9.9.5. | The contract canceled directly related others cost , incurred damage .   |

## 97. TEN. OTHER PROVISIONS

|   |  |
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| Announcement  | <p>10.1. Parties announcement , instruction , information and others relationship as a representative will pass .</p> <p>10.2. Contract duty accomplished related all statement ( approval , refusal , confirmation , confirmation , claim , certificate , decision , request , letter) thereby not limited ) in writing will be done .</p> <p>10.3. Announcement personally to deliver or guaranteed by mail contract confirm in the form specified representative at the address send .</p> <p>10.4. Next in case statement waiting in the bag Calculate :</p> <p>10.4.1. guaranteed by mail sent in case in the mail made by day payment paid fact based on ;</p> <p>10.4.2. personally delivered statement the other side to represent right with person waiting received by date , note based on .</p> <p>10.5. Which one side the work land address , phone , postal code your address replaced in case the other on the side very immediately in writing will be notified .</p> <p>10.6. As stated in Article 10.5 of the GCC duty due to non-compliance formation seed consequences unknown side responsible .</p> <p>10.7. Very immediately to inform necessary urgent The notification is provided for in Article 10.2 of the GCC. different in the form of known to become and statement after the confirm in writing will be delivered .</p> |
| Representative change                                 | <p>10.8. The Parties may change the representative at their own initiative.</p> <p>10.9. In the event of a change in the representative, the other party shall immediately notify the other party in writing.</p> <p>10.10. The notification must include the name of the representative's father/mother, his/her own name, position, contact phone number (business and personal), and e-mail address.</p> <p>10.11. Upon the notification of the change of representative to the other party, the rights and obligations of the previous representative shall terminate.</p>   |
| Conditions for making changes and corrections to work | <p>10.12. Parties work quality , fruit profit , safety situation improve for the purpose work general performance within related , technical technological for possible and contract time , price not affected if at work change to enter will be .</p> <p>10.13. Contractor and Client change to do necessary that seen in case change the project contractor will be issued .</p> <p>10.14. Client the project Based on the provisions of Article 10.12 of the GCC conditions and requirements satisfied that if you see change to do statement will be delivered .</p>  |

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|  | 10.15. Client unauthorized change done related technical , technological mistake issued , contract time overpriced grew up in case seed consequences Contractor responsible .  |
| Unexpected or extraordinary circumstances of force majeure | <p>10.16. Work in the contract specified during execute impossible delivered Suddenly or insurmountable power characteristic special condition situation there is happened in case Contractor this about very immediately Client representatives in writing In writing . to inform the time to demand is specified in Article 10.7 of the GCC in the form of in advance known will be .</p> <p>10.17. Contractor the From the client instructions to give until the contract implement possible all method the road search .</p> <p>10.18. Client usual possible during instructions to give and parties mutual in agreement the contract implement possible all method size will take .</p> <p>10.19. The contract implement client instructions , Contractor received method size seed as a result not reached in case The Contractor shall comply with the provisions of Section 4.5 of the GCC. request take out will be .</p>   |
| Intellectual proprietary right violate                     | 10.20. Work execute in the process and work with the completion in relation to third person's intellectual proprietary right violated the right with organization by decision determined if guilty side the responsibility waiting , connected to leave costs and damages remove .   |
| Penalty  | <p>10.21. Client the payment to pay duty on time not completed in case time exaggerated day per not completed duty price specified in the GTN of the result percentage in size lose Contractors will pay .</p> <p>10.22. Contractor the the work in the contract specified during not completed in case time excessive day per not completed duty price as specified in the GTN percentage in size lose Clients will pay .</p> <p>10.23. Parties the contract implement in the process find received by law established and from the organization secret that secretly for protection received any information the other side allowed or right there is organization from demand others in case third to the person not to be disclosed , not to be transmitted , not to be made public open will not be made .</p> <p>10.24. Parties for secret information the other on the side open to make there is in case secret said note do it , the secret not to disclose to be announcement together will give .</p> |
| Dispute resolution   | <p>10.25. From the contract formed any the dispute parties mutual to agree by the way will be decided .</p> <p>10.26. The dispute agree and decide cell if possible Mongolia country by court will be resolved .</p>   |



## SPECIAL CONDITIONS OF THE CONTRACT

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| GCC 2.4. | The Client's representative is the "Project Implementation Unit." The "Project Implementation Unit" shall oversee the day-to-day operations of the project, as provided in GCC 1.1.2, which states that "the Contractor shall have the right to communicate with and exercise control over all matters relating to the Contract, except for amendments to, and termination of, the Contract."   |
| GCC 3.1. | The Contractor shall comply with the Mongolian Construction Law, its accompanying norms, rules, regulations, and other relevant legal acts.<br><br>The Contractor shall prepare a list of assets created within the scope of the project, including their estimated cost, and submit it to the user organization.   |
| GCC 3.4. | The Contractor shall be responsible for providing water, gas, telecommunications, and other supplies necessary during the work.   |
| GCC 3.5. | The Contractor shall not subcontract more than 20 (twenty) percent of the total work.<br><br>The cost of goods and services originating in the Republic of Poland in the contract to be financed under the conditional loan agreement between the Government of Mongolia and the Government of the Republic of Poland shall not be less than 60% (sixty percent) of the contract value.<br><br>The Contractor shall express the amount of the contract to be concluded with the subcontractor in euros. |
| GCC 4.1. | Work Start Date: From the date the parties to the contract sign the contract and the contract comes into effect.  |
| GCC 4.2. | Deadline for submission of a detailed work program (plan): The plan shall be confirmed and submitted to the Client within 3 working days from the date of conclusion of the conditional loan agreement between the Government of Mongolia and the Government of the Republic of Poland and shall be attached as Annex III to this Agreement.  |
| GCC 4.9. | Schedule and submission of work progress reports: Submit monthly, semi-annually, and annually after the start of work.  |
| GCC 5.2. | Price adjustment: "No"  |
| GCC 5.4. | Whether to pay in advance: "Yes"<br><br>Advance payment amount: 20% of the contract price or 351,609.07 /three hundred fifty-one thousand six hundred nine 07/100 euros/<br><br>/Based on the advance payment guarantee/  |
| GCC 5.5. | Advance payment period: 45 days from the date of receipt of the advance payment guarantee by the Client.<br><br>The repayment of the advance payment will be calculated and deducted at the rate of 20 percent from the financing of each execution.  |
| GCC 5.6. | Payment period: Funded by work completion.<br><br>45 days from the date of approval of the performance by the client<br><br>/The contractor must have settled the accounts with the client and approved the performance/<br><br>When financing the performance of the contract, the project financing will be monitored, coordinated and executed through the "ODAMIS" electronic system  |

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|           | in accordance with Article 9.2 of the “Procedures for the Use of Government External Loan Funds and the Implementation, Organization, Financing, Monitoring and Evaluation of Projects and Measures Financed with These Funds” approved by Order No. 4 of 2021 of the Minister of Finance of Mongolia.   |
| GCC 5.10. | The payment invoice will be in Euros.  |
| GCC 5.11. | Any taxes, fees and other charges incurred in connection with the implementation of the Agreement concluded within the framework of the Conditional Loan Agreement between the Government of Mongolia and the Government of the Republic of Poland shall be paid by the Contracting Parties in their respective countries and shall not be financed from the proceeds of the loan.   |
| GCC 6.1.  | Advance payment amount: 351,609.07 /three hundred fifty-one thousand six hundred nine 07/100 euros/<br><br>Deadline for submitting advance payment guarantee: To be finalized during the contract signing process.   |
| GCC 6.2.  | The amount of the Performance Guarantee shall be 3/ three/ percent of the Contract Price.<br><br>The Contractor shall submit the Contract Performance Guarantee within twenty-eight (28) days from the date of receipt of the notification of the award of the Contract.<br><br>The Performance Guarantee shall be deposited with the Bank of Mongolia or a foreign bank that has contractual relations with Mongolian commercial banks. The Performance Guarantee shall be duly issued by a bank authorized to issue guarantees on behalf of a foreign bank. It shall be made in the form of an irrevocable, unconditional bank guarantee in the same payment unit as the Contract Price. |
| GCC 6.8.  | Quality Assurance:<br><br>Whether or not a quality assurance is required: “Required”<br><br>Quality Assurance Period: The quality assurance period for construction is 3 years.<br><br>/The period for commissioning and adjusting the construction is one year. The normal service life of the construction is at least three years after the completion of the commissioning and adjusting period./<br><br>Quality Assurance Amount: 5 percent of the contract price.<br><br>The quality assurance may be waived based on the Client’s official letter of satisfaction.  |
| GCC 6.13. | Warranty period: 3 years<br><br>/According to Article 14.6 of the Law on Construction, “After the expiration of the period specified in Article 14.3 of this Law ... the normal service life of equipment and fixtures shall be at least three years.”/  |
| GCC 6.14. | The necessary equipment and spare parts have been delivered to eliminate defects during the warranty period.   |
| GCC 7.5.  | Insurance:<br><br>The Contractor shall, taking into account the specifics of the work, determine the risks that may arise during the performance of the work and insure against possible damage to life, health and property of third parties from the date of commencement of work to the date of completion of the work in accordance with   |

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|            | <p>the standards prevailing in the market of the Client's country. The Client shall not be liable for any damage resulting from failure to provide insurance.</p> <p>The Contractor shall insure the following insurance at its own expense. These include:</p> <ul style="list-style-type: none"> <li>-Transport and cargo insurance,</li> <li>- Installation risk insurance</li> <li>- Third party liability insurance</li> <li>- Motor vehicle liability insurance</li> <li>- Workers' compensation</li> </ul> |
| GCC 9.9.3. | <p>It will be used if the subcontractors do not file a complaint with the client.</p> <p>Include a provision for subcontractors to conclude contracts in euros</p> <p>Contradicts the law on making payments in national currency.</p>  |
| GCC 10.21. | <p><b>Client's penalty rate:</b></p> <p>Penalty rate: 0</p>   |
| GCC 10.22. | <p><b>Penalty rate to be paid by the Contractor:</b></p> <p>Penalty rate: The amount of penalty imposed is equal to 0.5 percent of the value of the unperformed work per day.</p> <p>The maximum penalty imposed on the total work shall not exceed 50 percent of the value of the unperformed work.</p>  |
| GCC 10.25. | <p>Any dispute arising from the Agreement shall be resolved by mutual agreement between the parties.</p>  |
| GCC 10.26  | <p>If the dispute cannot be resolved through negotiation, it will be resolved by the courts of Mongolia.</p>  |

## CONTRACT CONFIRMATION FORM

***[Insert the name of the Bid] contract.***

***Issue No. [Insert the Bid number]***

..... city /  
province

[insert name of the client] (hereinafter referred to as the "Client"), on the one hand, and [insert name of the contractor] (hereinafter referred to as the "Contractor"), on the other hand, have accepted the Bid submitted by the Contractor and entered into this Agreement on the following terms and conditions.

This Agreement governs the relationship between the Client and the Contractor in connection with the performance of the work, the supply of ancillary goods and the provision of services (hereinafter collectively referred to as the "Work") and the payment of the price.

1. The price of the Work to be performed under this Agreement is [insert the amount specified in the award of the contract in figures and words] tugriks (hereinafter referred to as the "Contract Price"). The Contract Price is the maximum amount of financing.

2. The Contract Price shall be transferred by the Contractor to the account number [insert account number] of the bank [insert bank name] of [insert bank name].

3. The documents set out below shall hereinafter form part of the Agreement. (hereinafter referred to as the "contract documents"). Including:

- 3.1. Notice of award of contract;
- 3.2. Form for submission of Bid by the contractor;
- 3.3. Special conditions of the contract;
- 3.4. General conditions of the contract;
- 3.5. Performance guarantee;
- 3.6. Advance payment guarantee;
- 3.7. Technical specifications;
- 3.8. Work schedule.

4. The parties shall be represented by the following authorized persons in matters related to the implementation of the contract. Including:

4.1. Information on the representative of the client

Father's/mother's name:

Name:

Position:

Work phone:

Mobile phone:



E-mail:

#### 4.2. Contractor Representative Information

Father's/Mother's Name:

Name:

Position:

Work Phone:

Mobile Phone:

Email:

ON BEHALF OF THE CLIENT:

ON BEHALF OF THE CONTRACTOR:

[ Position, name ]

[ Position, name ]

[ Signature ]\_\_\_\_\_

[ Signature ]\_\_\_\_\_

STAMP

STAMP

## BID ANNOUNCEMENT

Date : Aug 28, 2025  
Bid selection type : Work  
Bid selection name : Selection of the contractor for the construction works for the new construction of the central external sewage line, pumping station, emergency pond, and biopond in Ulaangom city, Uvs province, under the “provincial extension, reconstruction and design development for the wastewater treatment plant” project

Bid selection number : ***[Write the Bid number specified in the electronic system]***

Total on budget : 1.760,000.0 euro ( one) million seven hundred sixty thousand ) euros

Bid selection method : Open

1. ***The Ministry of Urban Development, Construction and Housing invites businesses that meet the requirements and criteria specified in the Bid documents to submit a Bid.***
2. The Bid consists of the following packages: “No”
3. Bids shall be submitted as specified in the bidding documents before 2:00 PM on Sep 26, 2025, and the bids shall be opened at 2:30 PM on Sep 26, 2025.
4. Whether the proposal in the Bid version is acceptable: “Not acceptable”
5. Whether a foreign entity is entitled to submit a Bid: “Eligible”
6. The Bid shall be valid for a period of 30 working days or more from the date of its opening.
7. Whether a Bid security is required: “Yes”
8. Amount of the Bid security: 8,790.23 (eight thousand seven hundred ninety euros and twenty three cents)  
Please note that the Bid will be opened by submitting the Bid security through the electronic system in accordance with the relevant regulations.
9. Whether the Bid selection is organized in advance: “Yes”
10. Whether the Bid selection is organized in two stages: “No”
11. The participant has the right to submit a Bid by paying the service fee for the electronic system.

**Mongolia, Ulaanbaatar city, Chingeltei district, Barilgachin square,**

**4th district, Government building 12,**

**Ministry of Urban Development, Construction and Housing**

**Tel: (976-11)-310612, 76003333**

[www.Bid.gov.mn](http://www.Bid.gov.mn), [info@mudch.gov.mn](mailto:info@mudch.gov.mn)