

Section V

FORMS

TABLE OF FORMS

1. Bid Form and Price Schedules	V - 1
2. Bid Security Form	V -25
3. Contract Form	V -27
4. Performance Security Form.....	V -29
5. Advanced Payment Security Form	V -31
6. General Information	V -32
7. General Experience Record	V -33
8. Particular Experience Record.....	V -37
9. Summary Sheet: Current Contract Commitments/ Works in Progress.....	V -39
10. Personnel Capabilities	V -40
11. Financial Capability	V -42
12. Litigation History.....	V -44

1. Bid Form and Price Schedules

To: Ts. Altangadas (Project Manager)

Project Implementing Unit
The 4th Thermal Power Plant
P.O Box-37
Ulaanbaatar, Mongolia

Gentlemen and/or Ladies:

Having examined the Bidding Documents for the above Contract, including the Specifications, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver (Description of Works) in conformity with the said Bidding Documents, including Addenda Nos. (Insert Numbers), for the sum of (Total Bid Amount in Words and Figures), or such other sums as may be ascertained in accordance with the Price Schedules attached hereto and made part of this Bid.

We undertake, if our Bid is accepted, to commence delivery within (Number) days, and to complete delivery of all the items specified in the Contract within (Number) days, calculated from the date of receipt of your Notification of Award and in accordance with the Contract Execution Schedule provided in the Special Conditions of Contract/Specification.

If our Bid is accepted, we will provide the performance security in the sum of (Amount), equal to ten (10) per cent of the Contract price, for the due performance of the Contract.

We agree to abide by this Bid for the period of (Number) days from the date fixed for bid closing pursuant to Clause 25 of the Instructions to Bidder, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Award, shall constitute a binding contract with us.

We understand that you are not bound to accept the lowest-priced or any Bid that you may receive.

Date this _____ day of _____ (state year) .

(Signature)

(in the Capacity of)

Duly Authorized to sign Bid for and on behalf of _____

(Signature of Witness)

Witness _____

Address _____

Price Schedule for Works (Price Form PS-1)

Name of Bidder _____

(Unit : x 1,000 Japanese Yen)

Item	FOB Price at the Port of Loading (Specify Port) ①	CIF Price at the Port of Entry (Specify Port) ②	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site ③	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period. ④	Total Amount for each Item (②+③+④)
For Boiler No.5					
For Boiler No.6					
For Boiler No.7					
For Boiler No.8					
Total Amount					

Signature of Bidder _____

Note:

1. The Price Form PS-1 is for the Works which is pursuant to the requirements of the Specification.
2. The Price in Column ③ shall include taxes and duties which may be incurred to the Goods by the third country through which the Goods will be transported.
3. The Price in Column ④ shall include income taxes, corporation taxes, etc. which will not be exempted by the Mongolian Government under the Contract.
4. The Price Forms (PS-1-5 to PS-1-8) are for break down of the Works for each Boiler.

Price Schedule for Works (Price Form PS-1-5)
(For Boiler No. 5)

Name of Bidder _____

(Unit : x 1,000 Japanese Yen).

	Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for Item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each Item (②+⑤+⑥)
①			②	① x ②=③	④	⑤	⑥	
1	DCS system cabinet to mount all components	1 set						
2	DCS maintenance tool	1 set						
3	Man-machine Interface (MMI) to include necessary peripherals	1 set						
4	MMI maintenance tool	1 set						
5	Plant simulator system to consist of DCS cabinets, instructor & maintenance tool, MMI equipment, operator desk, instrument panel, instructor desk	1 set						
6	Uninterruptible power supply system	1 set						
7	Operator Control Desk	1 set						

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-5)
(For Boiler No. 5)

Name of Bidder _____

(Unit : x 1,000 Japanese Yen)

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for Item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each item (④+⑤+⑥)
	①	②	① x ②=③	④	⑤	⑥	
8 Instrument Panel	1 set						
9 Control Drives	1 set						
10 Control Valves	1 set						
11 Power supply switchgears (contactors)	1 set						
12 Instruments for burner management system	1 set						
13 Transmitters including instrument valves	1 set						
14 Thermocouples and thermo-resistance	1 set						
15 Furnace brightness detectors	2 sets						
16 Boiler sampling rack	1 set						
17 Analyzer instruments	1 set						

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-5)
(For Boiler No. 5)

Name of Bidder _____

(Unit : x 1,000 Japanese Yen)

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIJ Price at the Port of Entry (Specify Port) for Item (3)	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item (4)	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each item (④+⑤+⑥)
	①	②	① x ② = ③	④	⑤	⑥	
18 Sampling Piping	1 set						
19 Spot cooler for common sampling rack cabin	2 sets						
20 Flue gas oxygen analyzer	2 sets						
21 Cables	1 set						
22 Terminal panels and terminal boxes	1 set						
23 Special tools for cabling work	1 set						
24 Spare Parts	1 set						
25 Test and Inspection (CI 12, 18)	1 lot						
26 Commissioning (CI 13)	1 lot						
27 Trial Run (CI 14)	1 lot						
28 Supervision Service (CI 15)	1 lot						

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-5)
(For Boiler No. 5)

Name of Bidder _____

(Unit : x 1,000 Japanese Yen)

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for Item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each item (④+⑤+⑥)
	①	②	① x ②=③	④	⑤	⑥	
29 Training of Purchaser's personnel (Cl 16)	1 lot						
30 Expenses for heavy oil (Cl 17)	1 lot						
Total							

(Note) Clause (Cl.) in this price list refers one in Section IV.

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-6)
(For Boiler No. 6)

Name of Bidder _____ (Unit : x 1,000 Japanese Yen)

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for Item ③	Price for inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each item (④+⑤+⑥)
	①	②	① x ②=③	④	⑤	⑥	
1 DCS system cabinet to mount all components	1 set						
2 DCS maintenance tool							
3 Man-machine Interface (MMI) to include necessary peripherals	1 set						
4 MMI maintenance tool							
5 Plant simulator system to consist of DCS cabinets, instructor & maintenance tool, MMI equipment, operator desk, instrument panel, instructor desk							
6 Uninterruptible power supply system	1 set						
7 Operator Control Desk	1 set						

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-6)
(For Boiler No. 6)

Name of Bidder _____

(Unit : x 1,000 Japanese Yen)

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for Item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each item (④)+⑤+⑥)
	①	②	① x ②=③	④	⑤	⑥	
8 Instrument Panel	1 set						
9 Control Drive	1 set						
10 Control Valves	1 set						
11 Power supply switchgears (contactors)	1 set						
12 Instruments for burner management system	1 set						
13 Transmitter including instrument valves	1 set						
14 Thermocouples and thermo-resistance	1 set						
15 Furnace brightness detectors	2 sets						
16 Boiler sampling rack	1 set						
17 Analyzer instruments	1 set						

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-6)
(For Boiler No. 6)

Name of Bidder _____ (Unit : x 1,000 Japanese Yen)

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for Item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④	Price for custody at the Site, supervision for erection, use and commissioning, trial run at the site and any repairing during warranty period.	Total Amount for each item (②+③+④+⑤)
	①	②	① x ②=③	④	⑤	⑥	(②+③+④+⑤)
18 Sampling Piping	1 set						
19 Spot cooler for common sampling rack cabin							
20 Flue gas oxygen analyzer	2 sets						
21 Cables	1 set						
22 Terminal panels and terminal boxes	1 set						
23 Special tools for cabling work	1 set						
24 Spare Parts							
25 Test and Inspection (Cl. 12.18)	1 lot						
26 Commissioning (Cl. 13)	1 lot						
27 Trial Run (Cl. 14)	1 lot						
28 Supervision Service (Cl. 15)	1 lot						

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-6)
(For Boiler No. 6)

Name of Bidder _____ (Unit : x 1,000 Japanese Yen)

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for Item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each Item (④+⑤+⑥)
29 Training of Purchaser's personnel (Cl. 16)	1 lot	②	① x ②=③	④	⑤	⑥	
30 Expenses for heavy oil (Cl 17)	1 lot						
Total							

(Note) Clause (C) in this price list refers one in Section IV.

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-7)
(For Boiler No. 7)

Name of Bidder _____

(Unit : x 1,000 Japanese Yen)

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each item (④+⑤+⑥)
	①	②	① x ②=③	④	⑤	⑥	
1 DCS system cabinet to mount all components	1 set						
2 DCS maintenance tool	1 set						
3 Man-machine Interface (MMI) to include necessary peripherals	1 set						
4 MMI maintenance tool							
5 Plant simulator system to consist of DCS cabinets, instructor & maintenance tool, MMI equipment, operator desk, instrument panel, instructor desk							
6 Uninterruptible power supply system	1 set						
7 Operator Control Desk	1 set						

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-7)
(For Boiler No. 7)

Name of Bidder _____

(Unit : x 1,000 Japanese Yen)

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for Item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each item (④+⑤+⑥)
	①	②	① x ②=③	④	⑤	⑥	
8 Instrument Panel	1 set						
9 Control Drive	1 set						
10 Control Valves	1 set						
11 Power supply switchgears (contactors)	1 set						
12 Instruments for burner management system	1 set						
13 Transmitter including instrument valves	1 set						
14 Thermocouples and thermo-resistance	1 set						
15 Furnace brightness detectors	2 sets						
16 Boiler sampling rack	1 set						
17 Analyzer instruments	1 set						

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-7)
(For Boiler No. 7)

(Unit : x 1,000 Japanese Yen)

Name of Bidder _____

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for Item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each item (④)+⑤+⑥)
	①	②	① x ②=③	④	⑤	⑥	
18 Sampling Piping	1 set						
19 Spot cooler for common sampling rack cabin							
20 Flue gas oxygen analyzer	2 sets						
21 Cables	1 set						
22 Terminal panels and terminal boxes	1 set						
23 Special tools for cabling work	1 set						
24 Spare Parts							
25 Shop inspection and tests (CI12.4)							
26 Commissioning (Cl. 13)							
27 Trail Run (Cl. 14)							
28 Supervision Service (Cl. 15)							

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-7)
(For Boiler No. 7)

Name of Bidder _____

(Unit : x 1,000 Japanese Yen)

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for Item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each Item (④+⑤+⑥)
	①	②	① x ②=③	④	⑤	⑥	
29 Training of Purchaser's personnel (Cl. 16)							
30 Expenses for heavy oil (Cl. 17)							
Total							

(Note) Clause (Cl.) in this price list referred one in Section IV.

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-8)
(For Boller No. 8)

Name of Bidder _____ (Unit : x 1,000 Japanese Yen)

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIJ Price at the Port of Entry (Specify Port) for item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each item (④+⑤+⑥)
	①	②	① x ② = ③	④	⑤	⑥	
1 DCS system cabinet to mount all components	1 set						
2 DCS maintenance tool							
3 Man-machine Interface (MMI) to include necessary peripherals	1 set						
4 MMI maintenance tool							
5 Plant simulator system to consist of DCS cabinets, instructor & maintenance tool, MMI equipment, operator desk, instrument panel, instructor desk							
6 Uninterruptible power supply system	1 set						
7 Operator Control Desk	1 set						

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-8)
(For Boiler No. 8)

Name of Bidder _____ (Unit : x 1,000 Japanese Yen)

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each item ((④)+(⑤)+(⑥))
	①	②	① x ②=③	④	⑤	⑥	
8 Instrument Panel	1 set						
9 Control Drive	1 set						
10 Control Valves	1 set						
11 Power supply switchgears (contactors)	1 set						
12 Instruments for burner management system	1 set						
13 Transmitter including instrument valves	1 set						
14 Thermocouples and thermo-resistance	1 set						
15 Furnace brightness detectors	2 sets						
16 Boiler sampling rack	1 set						
17 Analyzer instruments	1 set						

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-8)
(For Boiler No. 8)

Name of Bidder _____ (Unit : x 1,000 Japanese Yen)

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port)	Price for inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each Item (④+⑤+⑥)
	①	②	① x ②=③	④	⑤	⑥	
18 Sampling Piping	1 set						
19 Spot cooler for common sampling rack cabin							
20 Flue gas oxygen analyzer	2 sets						
21 Cables	1 set						
22 Terminal panels and terminal boxes	1 set						
23 Special tools for cabling work	1 set						
24 Spare Parts							
25 Test and Inspection (CI12.18)	1 lot						
26 Commissioning (CI. 13)	1 lot						
27 Trail Run (CI. 14)	1 lot						
28 Supervision Service (CI. 15)	1 lot						

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-8)
(For Boiler No. 8)

Name of Bidder _____

(Unit : x 1,000 Japanese Yen)

Item	Quantity ①	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for Item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each Item (④)+⑤+⑥)
29 Training of purchaser's personnel (Cl. 16)	1 lot	②	① x ②-③	④	⑤		
30 Expenses for heavy oil (Cl. 17)	1 lot						
Total							

(Note) Clause (Cl.) in this price list refers one in Section IV.

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-5-a)

(Break Down for Item 24 – Spare Parts)

Name of Bidder _____

(Unit : Japanese Yen)

Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for Item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each item (④+⑤+⑥)
①	②	① x ②=③	④	⑤	⑥	
1	21"SVGA monitor					
2	Lamp for 50" VDU display					
3	Dot printer					
4	CD-R drive unit					
5	Hard disc unit					
6	QWERTY key board					
7	150mm vertical indicators					
8	5% of each kind of transmitters at least one					
9	5% of each kind of thermocouples and thermo-resistances at least one					

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-5-a)

(Break Down for Item 24 – Spare Parts)

Name of Bidder: _____

(Unit: Japanese Yen)

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for Item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each item (④+⑤+⑥)
	①	②	① x ②=③	④	⑤	⑥	
10 10% of power relays and buffer relays	1 set						
11 Each kind of fuse	10 pcs						
12 Gas O2 sampling probe	1 set						
13 Gas O2 analyzer	1 set						
14 Cells or electrodes for conductivity and pH Transmitters	2 sets						
15 Sampling pump, reagent pump, magnet valve, photo cell, lamp for chemical analyzer	1 set						
16 Reagent and chemical analyzers for 3 years use	1 set						
17 Grand packing and bonnet gasket for each control valves	4 sets						

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-5-a)

(Break Down for Item 24 – Spare Parts)

Name of Bidder _____

(Unit : Japanese Yen)

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for Item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.	Total Amount for each item (④+⑤+⑥)
	①	②	① x ②=③	④	⑤	⑥	
18 Position transmitters for control valve actuator	8 sets						
19 Thyristor units for control valve actuator	8 sets						
20 Position transmitter for control drive	8 sets						
21 Thyristor unit for control drive	8 sets						
22 Copy papers for color printer	3,000 sheets						
23 Ink cassettes of color printer for 3 years use	1 set						
24 Ribbon cassettes of dot printer for 3 years use	1 set						
25 Massage sheets of dot printer for 3 years use	1 set						

Signature of Bidder _____

Price Schedule for Works (Price Form PS-1-5-a)

(Break Down for Item 24 – Spare Parts)

Name of Bidder _____ (Unit : Japanese Yen)

Item	Quantity	Unit FOB Price at the Port of Loading	FOB Price at the Port of Loading (Specify Port)	CIF Price at the Port of Entry (Specify Port) for Item ③	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④	Price for custody at the site, supervision of the site, commissioning, trial run at the Site and any expenses during warranty period. ⑤	Total Amount for each item (④)+⑤+(⑥)
26 Floppy disk	① 100 pcs	②	① x ②=③	④	⑤	⑥	
27 CD-R disk	100 pcs						
28 DCS controller	4 sets						
Total	1 set						

Signature of Bidder _____

Price Schedule for Works (Price Form PS-2)
(Bids for Plural Package)

Name of Bidder: _____

Pursuant to Clause 21 of Instructions to Bidders, we offer combined Package xxxx (insert Package Number) and also offer the price reduction of the sum of total said packages as follows;

1. Combined Package : _____

2. Total of Price Offered in Price Form (PS-1) :

_____ Yen (_____ in words)

5. Discount Price for the Total Price in Item 2 above.

_____ Yen (_____ in words)

Sign of Bidder _____

2. Bid Security Form

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ for the supply of Package-2 of Rehabilitation Project of the 4th Thermal Power Plant in Ulaanbaatar, Mongolia (Phase-2), (hereinafter called "the Bid").

KNOW ALL MEN by these present that WE _____ of having our registered office at _____ (hereinafter called "the Bank") are bound unto the 4th Thermal Power Plant (hereinafter called "the Purchaser") in the sum of US\$ 125,000 (USD one hundred twenty five thousand) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successor and assigns, by these presents. Sealed with the Common Seal of the Bank this ____ day _____ of (state year).

THE CONDITIONS of this obligation are:

1. if the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. if the bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form, when requested; or
 - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount, according to, and upon receipt of, its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two above-stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to 28 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

[NAME OF BANK]

By _____
(Title)
Authorized Representative

(Signature of Witness)

Name of Witness _____

Address of Witness _____

3. Contract Form

THIS CONTRACT made the _____ day of _____ (state year), between the 4th Thermal Power Plant of Mongolia (hereinafter referred to as "the Purchaser") of the one part and [Name of Supplier] of [City and Country of Supplier] (hereinafter "the Supplier") of the other part.

WHEREAS the Purchaser is desirous that certain works be provided by the Supplier, viz., Package-2 of Rehabilitation Project of the 4th Thermal Power Plant in Ulaanbaatar, Mongolia (Phase-2), (hereinafter "Works") and has accepted a Bid by the Supplier for the provision of those Works in the sum of [Contract Price in Words and Figures] (hereinafter "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOW:

1. The Contract shall consist of this Contract Form; and the following documents, and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the "Contract documents") , all of which by this reference are incorporated herein and made part hereof:
 - (a) Contract Agreement;
 - (b) Minutes of Meeting of contract negotiation;
 - (c) Letter of Acceptance;
 - (d) Bid Form and Price Schedules;
 - (e) Special Conditions of Contract;
 - (f) General Conditions of Contract; and
 - (g) Specifications and Drawings.

This Contract sets forth the entire contract and agreement between the parties pertaining to the supply of the Goods described herein and supersedes any and all earlier verbal or written agreements pertaining to the supply of the Goods.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Purchaser hereby covenants to pay the Supplier, in consideration of the provision of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.

4. Any notice under this Contract shall be in the form of letter, telex, cable or facsimile. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Purchaser shall be properly addressed to:

Ts. Altangadas (Project Manager)

Project Implementing Unit
The 4th Thermal Power Plant
P.O Box-37
Ulaanbaatar, Mongolia

Phone : 976-11-633332
Fax : 976-11-633081
E-mail : piu4pp@mongol.net

and notice to the Supplier shall be properly addressed to:

[Supplier's address and electronic transmission address]

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signature of Purchaser

Signature of Supplier

Signed, Sealed and Delivered by the said _____

(For the Purchaser) in the presence of _____

Signed, Sealed and Delivered by the said _____

(For the Supplier) in the presence of _____

4. Performance Security Form (Bank Guarantee)

THIS AGREEMENT is made on the _____ day of _____ 19__ between _____ [name of bank] _____ of [address of bank](hereinafter called "the Guarantor") of the one part and the 4th Thermal Power Plant (herein after called "the Purchaser" of

Ts. Altangadas (Project Manager)

Project Implementing Unit
The 4th Thermal Power Plant
P.O Box-37
Ulaanbaatar, Mongolia

of the other part.

WHEREAS

(1) this agreement is supplemental to a contract (hereinafter called "the Contract") made between _____ [name of Supplier] of _____ [address of Supplier](hereinafter called "the Supplier") of the one part and the Purchaser of the other part whereby the Supplier agreed and undertook to execute the Works _____ of [name of Supplier and brief description of the Works] for the sum of _____ [amount in Contract currency] being the Contract Price; and

(2) the Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing.

NOW, THEREFORE, the Guarantor hereby agrees with the Purchaser as follows:

(a) If the Supplier (unless relieved from the performance by the clause of the Contract or by statute or by the decision of a tribunal of competent jurisdiction) shall in any respect fail to execute the Supplier or commit any breach of his obligations thereunder then the Guarantor will indemnify and pay the Purchaser the aggregated sum of _____, such sum being payable in the types and amounts of currencies in which the Contract Price is payable, provided that the Purchaser or his authorized representative has notified the Guarantor to that effect and has made a claim against the Guarantor before the issue of the Defects Liability Certificate.

(b) The Guarantor shall not be discharged or released from his guarantee by an arrangement between the Supplier and the Purchaser, with or without the consent of the Guarantor, or by any alteration in the obligations undertaken by the Supplier, or by any forbearance on the part of the Supplier, whether as to payment, time, performance, or other wise, and any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

This Guarantee shall be valid until *until expiration of the Warranty Period.*

Given under our hand on the date first mentioned above.

SIGNED BY _____
for and on behalf of the
Guarantor in the presence of

SIGNED BY _____
for and on behalf of the
Purchaser in the presence of

(Witness)

(Witness)

5. Advance Payment Security Form

To: Ts. Altangadas (Project Manager)

Project Implementing Unit
The 4th Thermal Power Plant
P.O Box-37
Ulaanbaatar, Mongolia

Package-2 of Rehabilitation Project of the 4th Thermal Power Plant in Ulaanbaatar, Mongolia (Phase-2)

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which supplements Clause 14 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification. This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until the Goods are delivered in accordance with the terms and conditions of the Contract.

Yours truly,

Signature and seal of the Guarantors:

[name of bank or financial institution]

[address]

[date]

6. GENERAL INFORMATION

All individual firms and each partner of a joint venture applying for qualification are requested to complete the information in this form. Nationality information should be provided for all owners or applicants who are partnerships or individually-owned firms.

Where the Applicant proposes to use named manufacturers for critical components of the works, the following information should also be supplied for the specialist manufacturer(s), together with a brief description of their specialized input.

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation / registration	Year of incorporation / registration

<i>Nationality of owners</i>		
<i>Name</i>		<i>Nationality</i>
1.		
2.		
3.		
4.		
5.		

7. GENERAL EXPERIENCE RECORD

Name of Applicant or partner of a joint venture

All individual firms and all partners of a joint venture are requested to complete the information in this form. The information supplied should be the annual turnover of the Applicant (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed, converted to U.S. dollars at the rate of exchange at the end of the period reported.

Use a separate sheet for each partner of a joint venture.

Applicants should not be required to enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

Annual turnover data		
Year	Turnover	US\$ equivalent
1.		
2.		
3.		
4.		
5.		

7-a. JOINT VENTURE SUMMARY

<i>Names of all partners of a joint venture</i>
1. Lead partner
2. Partner
3. Partner
4. Partner
5. Partner
6. Partner

Total value of annual turnover, in terms of sales billed to clients, in US\$ equivalent, converted at the rate of exchange at the end of the period reported.

<i>Annual turnover data (US\$ equivalent)</i>						
<i>Partner</i>	<i>Form 2 page no.</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>
<i>1. Lead partner</i>						
<i>2. Partner</i>						
<i>3. Partner</i>						
<i>4. Partner</i>						
<i>5. Partner</i>						
<i>6. Partner</i>						
<i>Totals</i>						

7-b. JOINT VENTURE AGREEMENT

To: Ts. Altangadas (Project Manager)
Project Implementing Unit

The 4th Thermal Power Plant
P.O.Box 37
Ulaanbaatar, Mongolia

The undersigned of this declaration of cooperation are by means of attached Powers of Attorney legally authorized to act with regard to Package-2 of Rehabilitation Project of the 4th Thermal Power Plant in Ulaanbaatar, Mongolia (Phase-2) and on behalf of their organizations.

They hereby declare:

1. that they will legalize a Joint Venture Agreement in case that a Contract for Package-2 of Rehabilitation Project of the 4th Thermal Power Plant in Ulaanbaatar, Mongolia (Phase-2) is awarded to their group;
2. that they have nominated _____ [*name of the lead partner*] as the Sponsor Firm of the group for the purpose of this Bid;
3. that they authorized Mr./Ms. _____ [*name of the person who is authorized to act as the Representative on behalf of the Joint Venture*] to act as the Bidder's Representative in the name and on behalf of their group.
4. that all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract;
5. that this Joint Venture is an association constituted for the purpose of the execution of Package-2 of Rehabilitation Project of the 4th Thermal Power Plant in Ulaanbaatar, Mongolia (Phase 2) under this Contract;
6. that if the Purchaser accepts the Bid of this Joint Venture, it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Purchaser;
7. that each partner's share of the Work, stated as percentage of the total contract amount, shall be as follows:

Name of Partner	Share of the Work (as percentage of the contract amount)
1. Lead Partner	
2. Partner	
3. Partner	
4. Partner	
Total	100

Give names and positions of the proposed Joint Venture Representatives, as well as organization's names and addresses:

1.	Name:	Signature
	Position:	Date
	Representative of: (Organization's Name)	

2.	Name:	Signature
	Position:	Date
	Representative of: (Organization's Name)	

3.	Name:	Signature
	Position:	Date
	Representative of: (Organization's Name)	

4.	Name:	Signature
	Position:	Date
	Representative of: (Organization's Name)	

5.	Name:	Signature
	Position:	Date
	Representative of: (Organization's Name)	

8. PARTICULAR EXPERIENCE RECORD

Name of Applicant or partner of a joint venture

To qualify, the Applicant shall be required to pass the specified requirements applicable to this form.

On a separate page, using the format of Form (8a), the Applicant is requested to list all contracts with bowl mills in overseas for which the Applicant wishes to qualify and undertaken during the last five years. The partners of a joint venture should provide details of similar contracts proportionate to their share in the joint venture. The value should be based on the currencies of the contracts converted into U.S. dollars, at the date of substantial completion, or for current contracts at the time of award. The information is to be summarized, using Form (8a), for each contract completed or under execution, by the Applicant or by each partner of a joint venture.

Where the Applicant proposes to use named subcontractors for critical components of the works, the information in the following forms should also be supplied for each specialist subcontractor.

8-a DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY

Name of Applicant or partner of a joint venture

Use a separate sheet for each contract.

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Purchaser	
3.	Purchaser address	
4.	Nature of works and special features relevant to the contract for which the Applicant wishes to prequalify.	
5.	Contract role (check one) <input type="checkbox"/> Sole contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a joint venture	
6.	Value in specified currencies at completion, or at date of award for current contracts, <ul style="list-style-type: none"> • Total Contract Amount: _____ (name of currency) • Sub-Contract Amount (if the role was sub contractor): _____ (name of currency) • Responsible Contract Amount (if the role was partner in a joint venture): _____ (name of currency) _____ (percentage of share)% 	
7.	Equivalent value US\$	
8.	Date of award	
9.	Date of completion	
10.	Contract/subcontract duration (years and months) _____ years _____ months	
11.	Specified requirements	

**9. SUMMARY SHEET: CURRENT CONTRACT COMMITMENTS /
WORKS IN PROGRESS**

Name of Applicant or partner of a joint venture

Applicants and each partner to an application should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<i>Name of contract</i>	<i>Value of outstanding work (current US\$ equivalent)</i>	<i>Estimated completion date</i>
1.		
2.		
3.		
4.		
5.		
6.		

10. PERSONNEL CAPABILITIES

Name of Applicant

For specific positions essential to contract implementation, applicants should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied in separate sheets using one Form (5a) for each candidate.

1.	Title of position PROJECT MANAGER
	Name of prime candidate
	Name of alternate candidate
2.	Title of position SITE MANAGER
	Name of prime candidate
	Name of alternate candidate
3.	Title of position ENGINEER (A)
	Name of prime candidate
	Name of alternate candidate
4.	Title of position ENGINEER (B)
	Name of prime candidate
	Name of alternate candidate

(Note) If necessary, add column to fill up another candidates.

10-a. CANDIDATE SUMMARY

Name of Applicant

Position	Candidate	
	Prime	Alternate
<i>Candidate information</i>	1. Name of candidate	2. Date of birth
	3. Professional qualifications	
<i>Present employment</i>	4. Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Telex
	Job title of candidate	Years with present employer

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

From	To	Company / Project / Position / Relevant technical and management experience

11. FINANCIAL CAPABILITY

Name of Applicant or partner of a joint venture

Applicants, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Applicants. Each applicant or partner of a joint venture must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets and statement of profit and losses should be attached.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

Summarize actual assets and liabilities in U.S. dollar equivalent (at the rates of exchange current at the end of each year) for the previous five years. Based upon known commitments, summarize projected assets and liabilities in U.S. dollar equivalent for the next two years, unless the withholding of such information is justified by the Applicant to the satisfaction of the Purchaser.

Financial information in US\$ equivalent	Actual: previous five years					Projected: next two years	
	1.	2.	3.	4.	5.	6.	7.
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Sales							
6. Ordinary Profits							
7. Profits before taxes							
8. Profits after taxes							

Specify proposed sources of financing to meet the cash flow demands of the Project, net of current commitments for other contracts (Instructions to Applicants, Clause 4.5).

<i>Source of financing</i>	<i>Amount (US\$ equivalent)</i>
1.	
2.	
3.	
4.	

Attach audited financial statements for the last five years (for the individual applicant or each partner of a joint venture).

Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin.

Applicants should be requested to submit a bank reference letter from a reputable commercial bank to the effect that such bank certifies the financial capability of the applicants to meet their financial obligation to perform the said contract and considers to issue a specific line of credit when and if the contract is awarded to the applicants.

12. LITIGATION HISTORY

Name of Applicant or partner of a joint venture

Applicants, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution (Instructions to Applicants, Clause 4.7). A separate sheet should be used for each partner of a joint venture.

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value, US\$ equivalent)