

## Section V

# FORMS

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### 1. Bid Form and Price Schedules

To: Ts. Altangadas (Project Manager)

Project Implementing Unit  
The 4<sup>th</sup> 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 Generator No.1					
For Generator No.2					
For Generator No.3					
For Generator No.4					
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-1-1 to PS-1-4) are for break down for each Works for Generator.

**Price Schedule for Works (Price Form PS-1-1)**

(For Generator No. 1)

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	Excitation Power Transformer with Control Panel	One set						
2	Measuring Voltage Transformer	One set						
3	Thyristor Rectifier Cubicle with Accessories	One set						
4	Field Circuit Breaker (FCB) Cubicle with Accessories	One set						
5	Auto Voltage Regulator (AVR) Cubicles with Accessories	One set						
6	Patch Panel with Accessories	One set						
7	Power and Control Cables with Accessories	One set						
8	Cable Tray and Accessories	One set						
9	Maintenance Tools with Accessories	One set						

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-1)**  
(For Generator No. 1)

Name of Bidder \_\_\_\_\_

(Unit : x 1,000 Japanese Yen)

Item	Quantity ①	Unit FOB Price at the Port of Loading ②	FOB Price at the Port of Loading (Specify Port) ① x ②=③	CIF Price at the Port of Entry (Specify Port) for Item ③ ④	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④ ⑤	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period. ⑥	Total Amount for each item (④+⑤+⑥)
10 Spare Parts	One set						
11 Shop inspection and test (Cl.12.4)							
12 Commissioning (Cl. 13)							
13 Trial Run (Cl.14)							
14 Supervision Service (Cl. 14)							
15 Training of Purchaser's personnel (Cl. 17)							
Total for Generator No.1							

Signature of Bidder \_\_\_\_\_

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

(For Generator No. 1)

(Break Down for Item 6 – Power and Control Cable with Accessories)

Name of Bidder \_\_\_\_\_

( Unit : x 1,000 Japanese Yen)

Item	Quantity ①	Unit FOB Price at the Port of Loading ②	FOB Price at the Port of Loading (Specify Port) ① x ②=③	CIF Price at the Port of Entry (Specify Port) for Item ③ ④	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④ ⑤	Price for custody at the Site, supervision for erection, test and commissioning, trail run at the Site and any expenses during warranty period. ⑥	Total Amount for each Item (④+⑤+⑥)
<b>I. Power Cables</b>							
1	1 cores						
2	2 cores						
3	3 cores						
4	4 cores						
<b>II. Control Cables</b>							
1	2 cores						
2	4 cores						
3	10 cores						
4	12 cores						
5	20 cores						

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-1-b)**  
 (For Generator No. 1)  
 (Break Down for Item 7 – Cable Tray and Accessories)

Name of Bidder \_\_\_\_\_

( Unit : x 1,000 Japanese Yen)

Item.	Quantity ①	Unit FOB Price at the Port of Loading ②	FOB Price at the Port of Loading (Specify Port ) ① x ②=③	CIF Price at the Port of Entry (Specify Port) for Item ③ ④	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④ ⑤	Price for custody at the Site, supervision for erection, test and commissioning, trail run at the Site and any expenses during warranty period. ⑥	Total Amount for each Item (④+⑤+⑥)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Signature of Bidder \_\_\_\_\_



**Price Schedule for Works (Price Form PS-1-1-c)**  
 (For Generator No. 1)  
 (Break Down for Item 8 – Maintenance Tools with Accessories)

Name of Bidder \_\_\_\_\_

(Unit : x 1,000 Japanese Yen)

	Item	Quantity  ①	Unit FOB Price at the Port of Loading  ②	FOB Price at the Port of Loading (Specify Port)  ① x ②=③	CIF Price at the Port of Entry (Specify Port) for Item ③  ④	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④  ⑤	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period.  ⑥	Total Amount for each Item  (④+⑤+⑥)
1	AVR Settlement Equipment (including computer hardware and software)	one set						
2								
3								
4								
5								
6								
7								
8								
9								
10								

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-1-d)**  
 (For Generator No. 1)  
 (Break Down for Item 9 – Spare Parts)

(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	AVR Controller	1 set					
2	Thyristor	3 sets					
3	Thyristor Ventilation Fan	2 sets					
4	Thyristor Fuse	6 sets					
5	Power Supply Unit	1 set					
6	Interface Unit	1 set					
7	Analogue I/O Unit	1 set					
8	Digital I/O Unit	1 set					
9	Measuring Voltage Transformer	1 set					
10	Other Necessary Spare Parts for three (3) years						

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-2)**

(For Generator No. 2)

Name of Bidder \_\_\_\_\_

(Unit : x 1,000 Japanese Yen)

Item	Quantity ①	Unit FOB Price at the Port of Loading ②	FOB Price at the Port of Loading (Specify Port) ① x ②=③	CIF Price at the Port of Entry (Specify Port) for Item ③ ④	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④ ⑤	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period. ⑥	Total Amount for each item (④+⑤+⑥)
1 Excitation Power Transformer with Control Panel	One set						
2 Measuring Voltage Transformer	One set						
3 Thyristor Rectifier Cubicle with Accessories	One set						
4 Field Circuit Breaker (FCB) Cubicle with Accessories	One set						
5 Auto Voltage Regulator (AVR) Cubicles with Accessories	One set						
6 Patch Panel with Accessories	One set						
7 Power and Control Cables with Accessories	One set						
8 Cable Tray and Accessories	One set						
9 Maintenance Tools with Accessories	One set						

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-2)**  
(For Generator No. 2)

Name of Bidder \_\_\_\_\_

(Unit: x 1,000 Japanese Yen)

Item	Quantity ①	Unit FOB Price at the Port of Loading ②	FOB Price at the Port of Loading (Specify Port) ① x ②=③	CIF Price at the Port of Entry (Specify Port) for Item ③ ④	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④ ⑤	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period. ⑥	Total Amount for each Item (④+⑤+⑥)
10 Spare Part	One set						
11 Shop inspection and test (Cl.12.4)							
12 Commissioning (Cl. 13)							
13 Trial Run (Cl.14)							
14 Supervision Service (Cl. 14)							
15 Training of Purchaser's personnel (Cl. 17)							
Total for Generator No.2							

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-2-a)**  
 (For Generator No. 2)  
 (Break Down for Item 6 – Power and Control Cable with Accessories)

(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
	①	②	① x ②=③	④	⑤	⑥	(④+⑤+⑥)
<b>I. Power Cables</b>							
1	1 cores						
2	2 cores						
3	3 cores						
4	4 cores						
<b>II. Control Cables</b>							
1	2 cores						
2	4 cores						
3	10 cores						
4	12 cores						
5	20 cores						

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-2-b)**  
 (For Generator No. 2)  
 (Break Down for Item 7 – Cable Tray and Accessories)

(Unit : x 1,000 Japanese Yen)

Item	Quantity ①	Unit FOB Price at the Port of Loading ②	FOB Price at the Port of Loading (Specify Port) ① x ②=③	CIF Price at the Port of Entry (Specify Port) for Item ③ ④	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for item ④ ⑤	Price for custody at the Site, supervision for erection, test and commissioning, trail run at the Site and any expenses during warranty period. ⑥	Total Amount for each item (④+⑤+⑥)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-1-c)**  
 (For Generator No.2)  
 (Break Down for Item 8 – Maintenance Tools with Accessories)

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	AVR Settlement Equipment (including computer hardware and software)	/	/	/	/	/	/
2							
3							
4							
5							
6							
7							
8							
9							
10							

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-2-d)**  
 (For Generator No. 2)  
 (Break Down for Item 9 – Spare Parts)

(Unit : x 1,000 Japanese Yen)

Item	Quantity ①	Unit FOB Price at the Port of Loading ②	FOB Price at the Port of Loading (Specify Port) ① x ②=③	CIF Price at the Port of Entry (Specify Port) for Item ③ ④	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④ ⑤	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period. ⑥	Total Amount for each Item (④+⑤+⑥)
1 Thyristor	3 sets						
2 Thyristor Ventilation Fan	2 sets						
3 Thyristor Fuse	6 sets						
4 Power Supply Unit	1 set						
5 Interface Unit	1 set						
6 Analogue I/O Unit	1 set						
7 Digital I/O Unit	1 set						
8 Measuring Voltage Transformer	1 set						
9 Other Necessary Spare Parts for three (3) years							

Signature of Bidder \_\_\_\_\_



**Price Schedule for Works (Price Form PS-1-3)**  
(For Generator No. 3)

Name of Bidder \_\_\_\_\_

(Unit : x 1,000 Japanese Yen)

Item	Quantity ①	Unit FOB Price at the Port of Loading ②	FOB Price at the Port of Loading (Specify Port) ① x ②=③	CIF Price at the Port of Entry (Specify Port) for Item ③ ④	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④ ⑤	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period. ⑥	Total Amount for each Item (④+⑤+⑥)
1 Excitation Power Transformer with Control Panel	One set						
2 Measuring Voltage Transformer	One set						
3 Thyristor Rectifier Cubicle with Accessories	One set						
4 Field Circuit Breaker (FCB) Cubicle with Accessories	One set						
5 Auto Voltage Regulator (AVR) Cubicles with Accessories	One set						
6 Patch Panel with Accessories	One set						
7 Power and Control Cables with Accessories	One set						
8 Cable Tray and Accessories	One set						
9 Maintenance Tools with Accessories	One set						

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-3)**  
(For Generator No. 3)

Name of Bidder \_\_\_\_\_

( Unit : x 1,000 Japanese Yen)

Item	Quantity ①	Unit FOB Price at the Port of Loading ②	FOB Price at the Port of Loading (Specify Port) ① x ② = ③	CIF Price at the Port of Entry (Specify Port) for Item ③ ④	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④ ⑤	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period. ⑥	Total Amount for each item (④+⑤+⑥)
10 Spare Part	One Set						
11 Shop inspection and test (Cl.12.4)							
12 Commissioning (Cl. 13)							
13 Trial Run (Cl.14)							
14 Supervision Service (Cl. 14)							
15 Training of Purchaser's personnel (Cl. 17)							
Total for Generator No.3							

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-3-a)**

(For Generator No. 3)

(Break Down for Item 6 – Power and Control Cable with Accessories)

(Unit : x 1,000 Japanese Yen)

Item	Quantity ①	Unit FOB Price at the Port of Loading ②	FOB Price at the Port of Loading (Specify Port) ① x ②=③	CIF Price at the Port of Entry (Specify Port) for Item ③ ④	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④ ⑤	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period. ⑥	Total Amount for each Item (④+⑤+⑥)
<b>I. Power Cables</b>							
1	1 cores						
2	2 cores						
3	3 cores						
4	4 cores						
<b>II. Control Cables</b>							
1	2 cores						
2	4 cores						
3	10 cores						
4	12 cores						
5	20 cores						

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-3-b)**  
 (For Generator No. 3)  
 (Break Down for Item 7 – Cable Tray and Accessories)

(Unit : x 1,000 Japanese Yen)

Item	Quantity ①	Unit FOB Price at the Port of Loading ②	FOB Price at the Port of Loading (Specify Port) ① x ②=③	CIF Price at the Port of Entry (Specify Port) for item ③ ④	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④ ⑤	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period. ⑥	Total Amount for each item (④+⑤+⑥)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-3-c)**  
 (For Generator No. 3)  
 (Break Down for Item 8 – Maintenance Tools with Accessories)

Name of Bidder \_\_\_\_\_

(Unit : x 1,000 Japanese Yen)

Item	Quantity ①	Unit FOB Price at the Port of Loading ②	FOB Price at the Port of Loading (Specify Port) ① x ②=③	CIF Price at the Port of Entry (Specify Port) for Item ③ ④	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④ ⑤	Price for custody at the Site, supervision for erection, test and commissioning, trail run at the Site and any expenses during warranty period. ⑥	Total Amount for each Item (④+⑤+⑥)
1 AVR Settlement Equipment (including computer hardware and software)							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-3-d)**  
 (For Generator No. 3)  
 (Break Down for Item 9 – Spare Parts)

(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	Thyristor	3 sets					
2	Thyristor Ventilation Fan	2 sets					
3	Thyristor Fuse	6 sets					
4	Power Supply Unit	1 set					
5	Interface Unit	1 set					
6	Analogue I/O Unit	1 set					
7	Digital I/O Unit	1 set					
8	Measuring Voltage Transformer	1 set					
9	Other Necessary Spare Parts for three (3) years						

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-4)**

(For Generator No. 4)

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
	①	②	① x ②=③	④	⑤	⑥	④+⑤+⑥
1	Excitation Power Transformer with Control Panel	One set					
2	Measuring Voltage Transformer	One set					
3	Thyristor Rectifier Cubicle with Accessories	One set					
4	Field Circuit Breaker (FCB) Cubicle with Accessories	One set					
5	Auto Voltage Regulator (AVR) Cubicles with Accessories	One set					
6	Patch Panel with Accessories	One set					
7	Power and Control Cables with Accessories	One set					
8	Cable Tray and Accessories	One set					
9	Maintenance Tools with Accessories	One set					

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-4)**  
(For Generator No. 4)

Name of Bidder \_\_\_\_\_

(Unit : x 1,000 Japanese Yen)

Item	Quantity ①	Unit FOB Price at the Port of Loading ②	FOB Price at the Port of Loading (Specify Port) ① x ②=③	CIF Price at the Port of Entry (Specify Port) for Item ③ ④	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④ ⑤	Price for custody at the Site, supervision for erection, test and commissioning, trail run at the Site and any expenses during warranty period. ⑥	Total Amount for each Item (④+⑤+⑥)
10 Spare Parts	One set						
11 Shop inspection and test (Cl.12.4)							
12 Commissioning (Cl. 13)							
13 Trial Run (Cl.14)							
14 Supervision Service (Cl. 14)							
15 Training of Purchaser's personnel (Cl. 17)							
Total for Generator No.4							

Signature of Bidder \_\_\_\_\_



**Price Schedule for Works (Price Form PS-1-4-a)**  
 (For Generator No. 4)  
 (Break Down for Item 6 – Power and Control Cable with Accessories)

(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	
<b>I. Power Cables</b>							
1	1 cores						
2	2 cores						
3	3 cores						
4	4 cores						
<b>II. Control Cables</b>							
1	2 cores						
2	4 cores						
3	10 cores						
4	12 cores						
5	20 cores						

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-4-b)**  
 (For Generator No. 4)  
 (Break Down for Item 7 – Cable Tray and Accessories)

(Unit : x 1,000 Japanese Yen)

Item	Quantity ①	Unit FOB Price at the Port of Loading ②	FOB Price at the Port of Loading (Specify Port) ① x ② = ③	CIF Price at the Port of Entry (Specify Port) for Item ③ ④	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④ ⑤	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period. ⑥	Total Amount for each item (④+⑤+⑥)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-1-c)**  
 (For Generator No. 1)  
 (Break Down for Item 8 – Maintenance Tools with Accessories)

Name of Bidder \_\_\_\_\_

(Unit : x 1,000 Japanese Yen)

Item	Quantity ①	Unit FOB Price at the Port of Loading ②	FOB Price at the Port of Loading (Specify Port) ① x ②=③	CIF Price at the Port of Entry (Specify Port) for Item ③ ④	Price for Inland Transportation from Port of Entry to the Site and Unloading at the Site for Item ④ ⑤	Price for custody at the Site, supervision for erection, test and commissioning, trial run at the Site and any expenses during warranty period. ⑥	Total Amount for each Item (④+⑤+⑥)
1 AVR Settlement Equipment (including computer hardware and software)							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-1-4-d)**  
 (For Generator No. 4)  
 (Break Down for Item 9 – Spare Parts)

(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
	①	②	① x ②=③	④	⑤	⑥	(④+⑤+⑥)
1 Thyristor	3 sets						
2 Thyristor Ventilation Fan	2 sets						
3 Thyristor Fuse	6 sets						
4 Power Supply Unit	1 set						
5 Interface Unit	1 set						
6 Analogue I/O Unit	1 set						
7 Digital I/O Unit	1 set						
8 Measuring Voltage Transformer	1 set						
9 Other Necessary Spare Parts for three (3) years							

Signature of Bidder \_\_\_\_\_

**Price Schedule for Works (Price Form PS-2)**  
(For Alternative-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 Generator No.1					
For Generator No.2					
For Generator No.3					
For Generator No.4					
Total Amount					

(Note) For this Alternative-1, refer to Clause 11.4.2 of Section IV (Technical Specification).

**Price Schedule for Works (Price Form PS-3)**  
(For Alternative-2)

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 Generator No.1					
For Generator No.2					
For Generator No.3					
For Generator No.4					
Total Amount					

Signature of Bidder \_\_\_\_\_

Note:

For this Alternative-2, refer to Clause 11.4.2 of Section IV (Technical Specification).

**Price Schedule for Works (Price Form PS-4)**  
(Bids for Plural Package)

Name of Bidder: \_\_\_\_\_

Pursuant to Clause 21 of Instructions to Bidders, we offer combined Package xxxxx (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)

4. 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-4 of Rehabilitation Project of the 4<sup>th</sup> 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 4<sup>th</sup> Thermal Power Plant (hereinafter called "the Purchaser") in the sum of US\$ 20,000 (USD twenty 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 4<sup>th</sup> 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-4 of Rehabilitation Project of the 4<sup>th</sup> 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 4<sup>th</sup> Thermal Power Plant  
P.O Box-37  
Ulaanbaatar, Mongolia

Phone : 976-11-633332  
Fax : 976-11-633081  
E-mail : [piu4pp@mongol.net](mailto: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 4<sup>th</sup> Thermal Power Plant (herein after called "the Purchaser" of

Ts. Altangadas (Project Manager)

Project Implementing Unit  
The 4<sup>th</sup> 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.

SINGED BY \_\_\_\_\_  
for and on behalf of the  
Guarantor in the presence of

SINGED 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 4<sup>th</sup> Therma Power Plant  
 P.O Box-37  
 Ulaanbaatar, Mongolia

Package-4 of Rehabilitation Project of the 4<sup>th</sup> 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 prequalification 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 (reference sub-clause 4.2 of the Instructions to Applicants), 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 4<sup>th</sup> 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-4 of Rehabilitation Project of the 4<sup>th</sup> 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-4 of Rehabilitation Project of the 4<sup>th</sup> 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-4 of Rehabilitation Project of the 4<sup>th</sup> 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 prequalify, the Applicant shall be required to pass the specified requirements applicable to this form, as set out in the "Prequalification Instructions to Applicants".

On a separate page, using the format of Form (8a), the Applicant is requested to list all contracts 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"> <li>• Total Contract Amount: _____ (name of currency)</li> <li>• Sub-Contract Amount (if the role was sub contractor): _____ (name of currency)</li> <li>• Responsible Contract Amount (if the role was partner in a joint venture):            _____ (name of currency) _____ (percentage of share)%</li> </ul>	
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 <b>PROJECT MANAGER</b>
	Name of prime candidate
	Name of alternate candidate
2.	Title of position <b>SITE MANAGER</b>
	Name of prime candidate
	Name of alternate candidate
3.	Title of position <b>ENGINEER (A)</b>
	Name of prime candidate
	Name of alternate candidate
4.	Title of position <b>ENGINEER (B)</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.*

<i>Banker</i>	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.*

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

*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.*

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



**BIDDING DOCUMENTS  
FOR  
PACKAGE – 5**

**REHABILITATION PROJECT  
OF  
THE 4<sup>TH</sup> THERMAL POWER PLANT  
IN  
ULAANBAATAR, MONGOLIA  
(PHASE-2)**

**The 4<sup>th</sup> Thermal Power Plant  
December 2002**

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## INVITATION FOR BIDS

Date: December 2, 2002  
Loan No.: MON-P6

1. The Ministry of Finance and Economy (hereinafter called as MOFE) has received an ODA Loan from JAPAN BANK FOR INTERNATIONAL COOPERATION (hereinafter referred to as JBIC) in the amount of 6,319 million Yen toward the cost of Rehabilitation Project of The 4<sup>th</sup> Thermal Power Plant in Ulaanbaatar, Mongolia (Phase-2), signed on March 26, 2001, and intends to apply a portion of the proceeds of the loan to payments under the contract. Disbursement of an ODA Loan by JBIC will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the "Guidelines for Procurement under JBIC ODA Loans". No party other than MOFE shall derive any rights from the Loan Agreement or have any claim to loan proceeds. The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, MOFE will take appropriate measures for finance.
  2. JBIC requires that bidders and contractors, as well as MOFE, under contracts funded with JBIC ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JBIC;
    - (a) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
    - (b) will recognize a contractor as ineligible, for a period determined by JBIC, to be awarded a contract funded with JBIC ODA Loans if it at any times determines that the contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with JBIC ODA Loans or other Japanese ODA.
  3. The 4<sup>th</sup> Thermal Power Plant (hereinafter called as the Employer) invites sealed bids from eligible bidders for the under mentioned rehabilitation works including the removal of existing equipment and erection of new equipment for the 4<sup>th</sup> Thermal Power Plant (hereinafter called as the Works) .
    - (a) Modification for coal firing system (from semi direct pulverized coal firing to direct pulverized coal firing) including necessary mill driving system for Boiler No. 5 to No. 8.
    - (b) Renewals and modifications of the related instrument and control systems for Boiler No. 5 to No.8.
    - (c) Replacement of tubes of boilers
    - (d) Modification of the excitation system of generator No. 1 to No. 4.
  4. After December 2, 2002, the bidders may obtain further information from, and inspect and acquire the bidding documents, at the office of the Employer, at .
-

Ts. Altangadas (Project Manager)

Project Implementing Unit

The 4<sup>th</sup> Thermal Power Plant  
P.O.Box – 37  
Ulaanbaatar, Mongolia

Phone : 976-11-633332  
Fax : 976-11-633081  
E-mail : [piu4pp@mongol.net](mailto:piu4pp@mongol.net)

5. A complete set of bidding documents may be purchased by interested eligible bidders on submission of a written application to the above office, and upon payment of a nonrefundable fee of US\$ 300 (USD three hundred).
6. All bids must be accompanied by a security of US\$ 130,000 (USD one hundred and thirty thousand), and must be delivered to the address described in Clause 4 above at or before 13:00 on February 28, 2003. Bids will be opened immediately thereafter in the presence of bidders' representatives who choose to attend.
7. The estimated date of award is April 2003.

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## SECTION 1 – INSTRUCTIONS TO BIDDERS

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## SECTION 1. INSTRUCTIONS TO BIDDERS

### A. GENERAL

- 1. Scope of Bid**
- 1.1 The 4<sup>th</sup> Thermal Power Plant (hereinafter referred to as the Employer), wishes to receive bids for the under mentioned rehabilitation works including the removal of existing equipment and erection of new equipment for the 4<sup>th</sup> Thermal Power Plant.
- (a) Modification for coal firing system (form semi direct pulverized coal firing to direct pulverized coal firing) including necessary mill driving system for Boiler No. 5 to No. 8
  - (b) Renewals and modification of the related instrument and control systems for Boiler No. 5 to No. 8
  - (c) Replacement of tubes of boilers
  - (d) Modification of the excitation system of generator No. 1 to No. 4
- as defined in these bidding documents (hereinafter referred to as the Works).
- 1.2 The successful bidder will be expected to complete the Work within seven (7) months per each unit from the date of commencement of the Works.
- 2. Source of Funds**
- 2.1 The Ministry of Finance and Economy (hereinafter called as MOFE) has received an ODA Loan from JAPAN BANK FOR INTERNATIONAL COOPERATION (here in after referred to as JBIC) in the amount of 6,319 million Yen toward the cost of Rehabilitation Project of The 4<sup>th</sup> Thermal Power Plant in Ulaanbaatar, Mongolia (Phase-2), signed on March 26, 2001, and intends to apply a portion of the proceeds of the loan to payments under this contract. Disbursement of an ODA Loan by JBIC will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the "Guidelines for Procurement under JBIC ODA Loans". No party other than MOFE shall derive any rights from the Loan Agreement or have any claim to loan proceeds. The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, MOFE will take appropriate measures for finance.
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- 2.2 JBIC requires that bidders and contractors, as well as the 4<sup>th</sup> Thermal Power Plant, under contracts funded with JBIC ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JBIC;
- (a) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - (b) will recognize a contractor as ineligible, for a period determined by JBIC, to be awarded a contract funded with JBIC ODA Loans if it at any times determines that the contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with JBIC ODA Loans or other Japanese ODA.
3. Eligible Bidders 3.1 This Invitation to Bid is open to bidders meeting both of the following requirements
- A bidder including all members of a joint venture) shall not be one of the following:
- (i) A firm or an organization which has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of this project;
  - (ii) Any association/affiliates (inclusive of parent firm) of a firm or an organization mentioned in subparagraph (i) above; or
  - (iii) A firm or an organization who lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 3.2 Bidders shall provide such evidence of their eligibility satisfactory to the Employer as the Employer shall reasonably request.
4. Eligible Equipment and Services All countries and areas
5. Qualification of the Bidder 5.1 To be qualified for award of Contract, bidders shall:(a) submit a written power of attorney authorizing the signatory
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of the bid to commit the bidder; and (b) submit documentary evidence establishing that the bidder has adequate experience, financial capacity and technical capability to undertake the Contract. Confirmation of these matters may involve the updating, verification and reassessment of information which may previously have been considered during pre-qualification, and an assessment of bidder's proposals regarding work methods, scheduling and resourcing which shall be provided in sufficient detail to confirm the bidder's capability to complete the works in accordance with the specification and the time for completion.

5.2 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

(a) the bid, and in case of a successful bid, the Form of Agreement, shall be signed so as to be legally binding on all partners;

(b) one of the partners shall be authorized to be in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;

(c) the partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;

(d) all partners of the joint venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful bid); and

(e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid.

**6. One Bid per Bidder**

6.1 Each bidder shall submit only one bid either by itself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid other than alternatives pursuant to Sub-Clause 18.1 will be disqualified.

**7. Cost of Bidding**

7.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs.

**8. Site Visit**

8.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own

responsibility all information that may be necessary for preparing the bid and entering into a contract for the removal of existing equipment, erection and rehabilitation works for the 4<sup>th</sup> Thermal Power Plant . The costs of visiting the Site shall be at the bidder's own expense.

- 8.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 8.3 The Employer may conduct a Site visit concurrently with the Pre-Bid Meeting referred to in Clause 19.

## **B. BIDDING DOCUMENTS**

### **9. Content of Bidding Documents**

- 9.1 The bidding documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 11:

#### Invitation for Bids

#### Section 1 Instructions to Bidders

- 2 Part I – General Conditions
- 3 Part II – Conditions of Particular Application
- 4 Technical Specifications
- 5 Forms of Bid, Appendix to Bid, Bid Security and List of Eligible Countries of JBIC ODA Loans
- 6 Bill of Quantities
- 7 Sample Form of Agreement
- 8 Sample Forms of Securities
- 9 Schedules of Supplementary Information
- 10 Drawings

- 9.2 The bidder is expected to examine carefully the contents of the bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 28, bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

### **10. Clarification of Bidding Documents**

- 10.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by fax (hereinafter, the term "fax" is deemed to include electronic transmission such as facsimile, cable and telex) at the Employer's address indicated in the Invitation for Bids. The

Employer will respond to any request for clarification which it receives earlier than 28 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry.

- 11. Amendment of Bidding Documents**
- 11.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda.
  - 11.2 Any addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause 9.1, and shall be communicated in writing or by fax to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax to the Employer.
  - 11.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids, in accordance with Clause 22.

### C. PREPARATION OF BIDS

- 12. Language of Bid**
- 12.1 The bid, and all correspondence and documents, related to the bid, exchanged between the bidder and the Employer shall be written in the English language.
- 13. Documents Comprising the Bid**
- 13.1 The bid submitted by the bidder shall comprise the following:
    - (a) Bid Form and Appendix to Bid;
    - (b) Bid Security;
    - (c) priced Bill of Quantities;
    - (d) power of attorney
    - (e) information on eligibility and qualification;
    - (f) alternative offers where invited; and
    - (g) schedule of removal of existing equipment, erection and rehabilitation works
    - (h) any other materials required to be completed and submitted by bidders in accordance with these Instructions to Bidders.

The documents listed under Sections 5, 6, and 9 of Sub Clause 9.1 shall be filled in without exception, subject to extensions thereof in the same format.

- 13.2 Bidders bidding for this Contract together with other contracts to form a package, will so indicate in the Form of Bid, together with any discounts offered for the award of

- more than one contract.
- 14. Bid Prices**
- 14.1 Unless stated otherwise in the bidding documents, the Bids shall be for the whole Works as described in Sub-Clause 1.1.
- 14.2 The bidder shall fill a schedule of unit rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 15. Currencies of Bid and Payment**
- 15.1 The unit rates and the prices shall be quoted by the bidder separately in
- (a) Japanese Yen for those inputs to the Works which the bidder expects to supply from outside the Employer's country (referred to as "the foreign currency requirements");and
- 15.2 The currency requirements generally include the following:
- (a) expatriate staff and labor employed directly on the Works;
- (b) social, insurance, medical and other charges relating to such expatriate staff and labor, and foreign travel expenses;
- (c) materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;
- (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;
- (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and
- (f) overhead expenses, fees, profit, and financial charges arising outside Mongolia in connection with the Works.
- 15.5 Bidders may be required by the Employer to clarify their foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Appendix to Bid are reasonable and responsive to Sub-Clause 15.1, in which case a detailed breakdown of its foreign currency requirements shall be provided by the bidder.
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- 15.6 Bidders should note that during the progress of the Works, the foreign currency requirements of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Sub-Clause 72.2 of the General Conditions. Any such adjustment shall be effected by comparing the amounts quoted in the bid with the amounts already used in the Works and the Contractor's future needs for imported items.
- 16. Bid Validity**
- 16.1 Bids shall remain valid for a period of 120 days after the date of bid opening specified in Clause 25.
- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 17 in all respects.
- 17. Bid Security**
- 17.1 The bidder shall furnish, as part of its bid, a bid security in the amount of US\$ 130 thousand.
- 17.2 The bid security shall, at the bidder's option, be in the form of a certified check, bank draft, standby letter of credit or guarantee from a reputable bank.<sup>13</sup> The format of the bank guarantee shall be in accordance with the sample form of bid security included in Section 5; other formats may be permitted, subject to the prior approval of the Employer. Letters of credit and bank guarantees issued as surety for the bid shall be valid for 28 days beyond the validity of the bid.
- 17.3 Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as nonresponsive.
- 17.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of bid validity.
- 17.5 The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.
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- 17.6 The bid security may be forfeited
- (a) if the bidder withdraws its bid during the period of bid validity; or
  - (b) if the bidder does not accept the correction of its bid price, pursuant to Sub-Clause 29.2; or
  - (c) in the case of a successful bidder, if it fails within the specified time limit to
    - (i) sign the Agreement, or
    - (ii) furnish the required performance security.

**18. Alternative Proposals by Bidders**

Bidders shall submit offers which comply with the documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered. The attention of bidders is drawn to the provisions of Clause 28 regarding the rejection of bids which are not substantially responsive to the requirements of the bidding documents.

- 19. Pre-Bid Meeting**
- 19.1 The bidder or its official representative is invited to attend a pre-bid meeting which will take place at
- No.1 Conference Room
- Plant Implementing Unit  
The 4<sup>th</sup> Thermal Power Plant  
P.O.Box-37  
Ulaanbaatar, Mongolia
- on \_\_\_\_\_ [time and date].
- 19.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 19.3 The bidder is requested to submit any questions in writing or by fax, to reach the Employer not later than one week before the meeting.
- 19.4 Minutes of the meeting, including the text of the questions raised and the responses given, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 9.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 11 and not through the minutes of the pre-bid meeting.
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- 19.5 Bidders are advised to attend the pre-bid meeting. However, nonattendance at the pre-bid meeting will not be a cause for disqualification of a bidder. Bidders who do not attend the pre-bid meeting assume the responsibility to comply with modifications to the bidding documents mentioned in sub-Clause 19.4 above and which are communicated through an Addendum pursuant to Clause 11.

**20. Format and  
Signing of Bid**

- 20.1 The bidder shall prepare one original and 5 copies of the Bid documents comprising the bid as described in Clause 13 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-Clauses 5.1 (a) or 5.2 (b), as the case may be. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 20.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

**D. SUBMISSION OF BIDS**

**21. Sealing and  
Marking of Bids**

- 21.1 The bidder shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as "ORIGINAL" and "COPY".
- 21.2 The inner and outer envelopes shall
- (a) be addressed to the Employer at the following address:  
the 4<sup>th</sup> Thermal Power Plant and
- 21.3 In addition to the identification required in Sub-Clause 21.2, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause 23.
- 21.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

- 22. Deadline for Submission of Bids**
- 22.1 Bids must be received by the Employer at the address specified above no later than 13:00 on February, 2003.
- 22.2 The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 22 will be rejected and returned unopened to the bidder.
- 24. Modification and Withdrawal of Bids**
- 24.1 The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids.
- 24.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy.
- 24.3 No bid may be modified by the bidder after the deadline for submission of bids.
- 24.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in the forfeiture of the bid security pursuant to Clause 17.

## E. BID OPENING AND EVALUATION

- 25. Bid Opening**
- 25.1 The Employer will open the bids, including modifications made pursuant to Clause 24, in the presence of bidders' representatives who choose to attend, at the 4<sup>th</sup> Thermal Power Plant at the following location:

No.1 Conference Room

\_\_\_\_\_ [insert Address].  
The bidders' representatives who are present shall sign a register evidencing their attendance.

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- 25.2 Envelopes marked "WITHDRAWAL" shall be opened first and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 24 shall not be opened and will be returned to the bidder.
- 25.3 The bidders' names, the Bid Prices, the total amount of each bid and of any alternative bid, any discounts, bid modifications and withdrawals, the presence or absence of bid security, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening. Any bid price, discount or alternative bid price which is not read out and recorded at bid opening will not be taken into account in bid evaluation. The bidders' representatives will be required to sign the record.
- 25.4 The Employer shall prepare, besides the record of bid opening, minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 25.3.
- 26. Process to Be Confidential**
- 26.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 29.
- 28. Preliminary Examination of Bids and Determination of Responsiveness**
- 28.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (i) meets the eligibility criteria of JBIC ODA Loans; (ii) has been properly signed; (iii) is accompanied by the required securities; (iv) is substantially responsive to the requirements of the bidding documents; and (v) provides any clarification and/or substantiation that the Employer may require pursuant to Clause 27.
- 28.2 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding
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documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

- 28.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 29. Correction of Errors**
- 29.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total cost per item that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost per item will be corrected unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost per item as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs per item, the sum of the total costs per item shall prevail and the total bid amount will be corrected.
- 29.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 17.6 (b).
- 30. Evaluation and Comparison of Bids**
- 30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 28 and qualified for award of Contract in accordance with Clause 5.
- 30.2 In evaluating the bids, the Employer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause 29;
  - (b) excluding Provisional Sums and the provision, if any, for Contingencies in the Summary Bill of Quantities, but including Daywork, where priced competitively;
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- (c) making an appropriate adjustment for any other acceptable variations, deviations or alternative offers submitted in accordance with Clause 18;
  - (d) applying any discounts offered by the bidder for the award;
  - (e) excluding \_\_\_\_\_ [specify and list taxes included in the bid price but not to be considered when evaluating and comparing bids].
  - (f) converting the amount resulting from applying (a) to (e) above to a single currency in accordance with Clause 30.
- 31.3 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in bid evaluation.
- 30.4 The evaluation of bids shall take into account the price and other commercial features of the offer. In addition, it may also take into account other criteria, such as those in the sample listed below.
- Construction Time Schedule
  - Construction Method
  - Quality Control System
  - Labour and Materials
  - Safety Measures
- 30.5 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 30.6 If the bid of the successful bidder is seriously unbalanced in relation to or substantially below the Engineer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 36 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder
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under the Contract.

## F. AWARD OF CONTRACT

- 31. Award**
- 31.1 Subject to Clause 33, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined to be (i) eligible in accordance with the provisions of Sub-Clause 3.1 and 4.1; and (ii) qualified in accordance with the provisions of Clause 5. When there was pre-qualification, the latter examination shall be limited to confirming that the bidders' conditions for pre-qualification remain substantially unchanged, but this examination remains a prerequisite for award.
- 32. Employer's Right to Accept any Bid and to Reject any or all Bids**
- 32.1 Notwithstanding Clause 32, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.
- 33. Notification of Award**
- 33.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by cable confirmed by registered letter that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 Upon the furnishing by the successful bidder of a performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.
- 34. Signing of Agreement**
- 34.1 At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Form of Agreement provided in the bidding documents, incorporating all agreements between the parties.
- 34.2 Within 14 (fourteen) days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer.
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**35. Performance  
Security**

- 35.1 Within 28 days of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance security in an amount of 10 (ten ) percent of the Contract Price in accordance with the Conditions of Contract. The form of performance security provided in Section 8 of the bidding documents may be used or some other form acceptable to the Employer.
- 36.2 Failure of the successful bidder to comply with the requirements of Clauses 35 or 36 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.



**Section 2**  
**PART I — GENERAL CONDITIONS**

The General Condition (Section 2 Part I) incorporated in the FIDIC's Condition of Contract For Works of Civil Engineering Construction (fourth edition, 1987 and reprinted 1992 with further amendments) shall be applied. The Bidder is requested to buy the said FIDIC and well being acquainted with it.

### Section 3

## PART II — CONDITIONS OF PARTICULAR APPLICATION

**Sub-Clause 1.1  
Definitions**

- (a) (i) The Employer is The 4<sup>th</sup> Thermal Power Plant  
(a) (iv) The Engineer is \_\_\_\_\_ [insert name]  
(e) (iv), substitute "Sub-Clause 60.13" for Sub-Clause 60.8".

**Sub-Clause 2.1  
Engineer's Duties  
and Authority:**

The Engineer shall obtain the specific approval of the Employer before taking any of the following actions specified in Part I:

- (a) approving subletting of any part of the Works under Clause 4;  
(b) certifying additional cost determined under Clause 12;  
(c) determining an extension of time under Clause 44;

**Sub-Clause 5.1  
Language and Law**

- (a) The language is the English language.  
(b) The law is that in force in Mongolia

**Sub-Clause 5.2  
Priority of Contract  
Documents**

Delete the documents listed 1 - 6 and substitute:

- (1) the Contract Agreement (if completed);  
(2) the Letter of Acceptance;  
(3) the Bid and the Appendix to Bid;  
(4) the Conditions of Contract Part II - Conditions of Particular Application;  
(5) the Conditions of Contract Part I - General Conditions;  
(6) the Specifications;  
(7) the Drawings; and  
(8) the priced Bill of Quantities  
(9) the minutes of meeting of Contract Negotiation

**Sub-Clause 8.1  
Contractor's  
General  
Responsibilities**

Delete second sentence and substitute:

"The Contractor shall promptly notify the Employer and the Engineer of any error, omission, fault or other defect in the design of or Specification for the Works which he discovers when reviewing the Contract or executing the Works."

**Sub-Clause 10.1  
Performance  
Security**

Replace the text of Sub-Clause 10.1 with the following:

"The Contractor shall provide security for its proper performance of the Contract to the Employer within 28 days after the receipt of the Letter of Acceptance. The performance security shall be in the form of a bank guarantee, issued either (a) by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) directly by a foreign bank acceptable to the Employer, as stipulated by the

Employer in the Appendix to Bid. The performance security shall be denominated in the types and proportions of currencies in which the Contract Price is payable. When providing such security to the Employer, the Contractor shall notify the Engineer of so doing.

Without limitation to the provisions of the preceding paragraph, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost and/or legislation or as a result of a variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor, at the Engineer's written request, shall promptly increase the value of the performance security in that currency by an equal percentage. The performance security of a joint venture shall be in the name of the joint venture."

**Sub-Clause 11.2** Add new Sub-Clause 11.2:  
**Access to Data**

"Data made available by the Employer in accordance with Sub-Clause 11.1 shall be deemed to include data listed elsewhere in the Contract as open for inspection.

**Sub-Clause 14.1**  
**Program to be Submitted**

"The time within which the program shall be submitted shall be \_\_\_\_\_ [insert number] days."

**Sub-Clause 14.3**  
**Cash Flow Estimate to be Submitted**

"The time within which the detailed cash flow estimate shall be submitted be \_\_\_\_\_ [insert number] days.

**Sub-Clause 15.2**  
**Language Ability of Contractor's Representative**

Add the following Sub-Clause 15.2:

"If the Contractor's authorized representative is not, in the opinion of the Engineer, fluent in the English language, the Contractor shall have available on site at all times a competent interpreter to ensure the proper transmission of instructions and information."

**Sub-Clause 16.3**  
**Language Ability of Superintending Staff**

Add the following Sub-Clause 16.3:

"A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language or the Contractor shall have available on site at all times a sufficient number of competent interpreters to ensure the proper transmission of instructions and information."

**Sub-Clause 19.1**  
**Safety, Security and Protection of the Environment**

Add the following Sub-Clause 19.1(d):

"comply with all provisions in the loan agreement between JBIC and the Employer with respect to the protection of the environment, which are as follows:

Mongolian Environmental Law

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**Sub-Clause  
20.4 Employer's  
Risks**

Sub-Clause 20.4 is amended to read as follows:

The Employer's risks are

- (a) insofar as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:
  - (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies;
  - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war;
  - (iii) ionizing radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (iii) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
  - (iv) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of its Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
  - (i) could not have reasonably foreseen,  
or
  - (ii) could reasonably have foreseen, but against which he could not reasonably have taken appropriate measures to prevent loss or damage to physical property occurring.

**Sub-Clause 21.1  
Insurance of Works  
and Contractor's  
Equipment**

Add the following words at the end of sub-paras. (a) and (b) of Sub-Clause 21.1:

" , it being understood that such insurance shall provide for compensation to be payable in currencies required to rectify the loss or damage incurred."

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<b>Sub-Clause 21.2</b> <b>Scope of Cover</b>	Para (a) of Sub-Clause 21.2 is amended by deletion of the words "... from the start of work at the Site ..." and by the substitution thereof of the words "... from the first working day after the Commencement Date ...".
<b>Sub-Clause 21.4</b> <b>Exclusions</b>	Sub-Clause 21.4 is amended to read as follows: "There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 paras. (a) (i) to (iv)."
<b>Sub-Clause 25.1</b> <b>Evidence and Terms of Insurances</b>	Sub-Clause 25.1 is amended by inserting the words "... as soon as practicable after the respective insurances have been taken out but in any case..." before the words "...prior to the start of work at the Site...".
<b>Clauses 34</b> <b>35: Labor</b>	and <b><i>Sample Sub-Clauses relevant to matters of detail in the hiring, housing, health, etc., of labor are given in the Notes and Additional Clauses to Section 3, at the end of this book.</i></b>
<b>Sub-Clause 52.1</b> <b>Valuation of Variations</b>	"Where the Contract provides for the payment of the Contract Price in more than one currency, and varied work is valued at, or on the basis of, the rates and prices set out in the Contract, payment for such varied work shall be made in the amounts of various currencies specified in the Appendix to Bid for payment of the Contract Price. Where the Contract provides for payment of the Contract Price in more than one currency, and new rates or prices are agreed, fixed or determined as stated above, the amount payable in each of the applicable currencies shall be specified when the rates or prices are agreed, fixed or determined, it being understood that in specifying these amounts the Contractor and the Engineer (or, failing agreement, the Engineer) shall take into account the actual or expected currencies of cost of the inputs of the varied work without regard to the amounts of various currencies specified in the Appendix to Bid for payment of the Contract Price."
<b>Sub-Clause 52.2</b> <b>Power of Engineer o Fix Rates</b>	"Where the Contract provides for the payment of the Contract Price in more than one currency, the amount payable in each of the applicable currencies shall be specified when the rates or prices are agreed, fixed or determined as stated above, it being understood that in specifying these amounts the Contractor and the Engineer (or, failing agreement, the Engineer) shall take into account the actual or expected currencies of cost of the inputs of the varied work without regard to the amounts of various currencies specified in the Appendix to Bid for payment of the Contract Price."
<b>Sub-Clause 52.2</b>	Add as a third paragraph:

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**Power of Engineer  
to Fix Rates**

"Provided further that no change in the rate or price for any item contained in the Contract shall be considered unless such item accounts for an amount more than 2 percent of the Contract Price as stated in the Letter of Acceptance and the actual quantity of work executed under the item exceeds or falls short of the quantity set out in the Bill of Quantities by more than 25 percent."

**Sub-Clause 52.3  
Variations  
Exceeding  
percent**

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"Where the Contract provides for the payment of the Contract Price in more than one currency, the amount payable in each of the applicable currencies shall be specified when such further sum is agreed or determined, it being understood that in specifying these amounts the Contractor and the Engineer (or, failing agreement, the Engineer) shall take into account the currencies in which the Contractor's Site and general overhead cost of the Contract were incurred without being bound by the amounts of various currencies specified in the Appendix to Bid for payment of the Contract Price.

**Clause 60  
Certificates  
Payment**

and

Clause 60 of the General Conditions is deleted and the following Sub-Clauses 60.1 to 60.14 are substituted therefor:

**Sub-Clause  
Place of Payment**

60.4

Payments to the Contractor by the Employer shall be made in the currencies in which the Contract Price is payable, into a bank account or accounts nominated by the Contractor.

**Sub-Clause  
60.0 Advance  
Payment**

- (a) The Employer will make an interest free advance payment to the Contractor exclusively for the costs of mobilization in respect of the Works in an amount equivalent to ten (10) percent of the Contract Price named in the Letter of Acceptance, payable in the proportions of foreign and local currencies of the Contract Price. Payment of such advance amount will be due under separate certification by the Engineer after (i) execution of the Form of Agreement by the parties hereto; (ii) provision by the Contractor of the performance security in accordance with Sub-Clause 10.1; and (iii) provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. Such bank guarantee shall remain effective until the advance payment has been repaid pursuant to paragraph
- (b) below, but the amount thereof shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificates issued in accordance with this Clause. payment to the Contractor exclusively for the costs of mobilization in respect of the Works in an amount equivalent to \_\_\_\_\_ *[insert figure]* percent of the Contract Price named in the Letter of Acceptance, payable in the proportions of foreign and local currencies of the Contract Price. Payment of such advance amount will be due under separate certification by the

Engineer after (i) execution of the Form of Agreement by the parties hereto; (ii) provision by the Contractor of the performance security in accordance with Sub-Clause 10.1; and (iii) provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. Such bank guarantee shall remain effective until the advance payment has been repaid pursuant to paragraph (b) below, but the amount thereof shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificates issued in accordance with this Clause.

**Sub-Clause 60.4  
Correction of  
Certificates**

The Engineer may by any Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificates which has been issued by the Engineer, and shall have authority, if any work is not being carried out to the satisfaction of the Engineer, to omit or reduce the value of such work in any Interim Payment Certificate.

**Sub-Clause 60.5  
Statement at  
Completion**

Not later than 84 days after the issue of the Taking Over Certificate in respect of the whole of the Works, the Contractor shall submit to the Engineer six copies of a Statement at Completion with supporting documents showing in detail, in the form approved by the Engineer,

- (a) the final value of all work done in accordance with the Contract up to the date stated in such Taking-Over Certificate;
- (b) any further sums which the Contractor considers to be due; and
- (b) an estimate of amounts which the Contractor considers will become due to him under the Contract.

Estimated amounts shall be shown separately in such Statement at Completion. The Engineer shall certify payment in accordance with Sub-Clause 60.2.

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