# D.2.3 Standard Tender Form

[Standard Tender form for waste collection service]

# Government of \*\*\*\*\*\*\*\* District

Date: <u>Day / Month / Year</u>

# Tender Documents for the Project on Waste Collection & Transportation

**At** 

Khoroo No. \*\*, \*\*\*\*\*\*\*\* District

Tender selection/ Contract Name and Contract No.:\*\*\*\*\*\*\*

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# Chapter 1. Instruction to Tenderers

# A. General Provision

# 1 Scope of tender

- 1.1 The client indicated in the Chapter 2 is inviting proposals to implement the works described in the DTTS, technical specifications and the Chapter 6. The best proposal among all the submitted will be evaluated and selected based on the tender document and the contract with the name and number indicated in the Chapter 2(Data Table of Tender Selection: herein after DTTS) and Chapter 6 will be signed with the tenderer who submitted this proposal (hereinafter to be referred to as "the selected tenderer").
- 1.2 The selected tenderer must complete the works in due time mentioned in the DTTS and the Special Conditions of Contract.
- 1.3 The works must be one package if not indicated specifically in the DTTS.

#### 2 Financial sources

2.1 The client will finance the works mentioned above from the financial sources indicated in the DTTS.

#### **3 Deception and bribery actions**

- 3.1 The state official representing the client in the procurement, tenderers and contractors must comply with the high formalities or ethics when participating in procurement activities and contract implementation.
- 3.2 If there is any information about the officials participating in the procurement activities and the tenderers who have been involved in any of bribery, deception, behind-the-scenes agreement and intimidation, which were indicated in the Anti-bribery Law, the Law on Prohibition of Unfair Competition and the Criminal Law, it should be informed to the relevant officials or organizations properly.

# 4 Entitled tenderer

- 4.1 The tender invitation is open for any entitled tenderers. Tenderers or members of a consortium participating in the tender can be of any jurisdiction if foreign corporations are not strictly comply with the <u>Article #9.3 of the Law on Procurement of Goods</u>, Works and Service with the State and Local Fund.
- 4.2 Tenderers will be considered as unauthorized in the following cases (this also applies to every member of a consortium):
  - (a) If the tenderer's capacity of payment is not sufficient or it is being dismantled, negotiated with the financiers in order to avoid bankruptcy, operations have been stopped and being in the same conditions as indicated in the laws in the country of origin;
  - 4.2.2 If the tenderer failed payments of fees and taxes indicated in the laws of Mongolia and country of origin;
  - 4.2.3 If it is a state owned corporation or mixed property corporations that is dependent on the

client;

- 4.2.4 If the tenderer did not implement or violated the contract obligations seriously and any professional misses are identified by the court or authorized organizations when participated in procurement activities for the latest three years.
- 4.2.5 If the tenderer is in shared interests with those prepared drawings of goods, works and services, technical specifications and other documents or nominated for implementing contract monitoring or consulting services.
- 4.2.6 If authorized organizations identified the tenderer's proposal as it had contained obvious false information;
- 4.2.7 If the involvement of the tenderer in bribery, deception, behind-the-scenes agreement and intimidation, which were indicated in the Anti-bribery Law, the Law on Prohibition of Unfair Competition and the Criminal Law in last three years has been identified by the court;
- 4.2.8 If the tenderer (subcontractors also included) is in shared interest with those who prepared the project drawings, technical specifications and other documents or nominated as consultant for contract management;
- 4.2.9 If the legal representative of two or more tenderers participating in the tender is one corporation;
- 4.2.10 If the tenderer submitted more than one proposal unless submission of optional proposal is allowed in the Chapter 1.16 of this tender document (However, this indication does not restrict tenderers' participation in more than one proposals as a subcontractor and submission of proposals for more than one tender packages);
- 4.2.11 <u>If the tenderer is operated by a legal entity with whole or partial ownership by the procuring entity and non-profit organization.</u>
- 4.3 The tenderer is obliged to inform the client about the conditions indicated in the Chapter 1.4.2(a) to Chapter 1.4.2.11 in written statement. The tenderer also obliged to submit any relevant proofs or documents to the client based on the client's demands in order, for the client, to verify the conditions.
- 4.4 Whether tenderers are authorized or not will be identified based on the following information and proofs. These are:
  - (a) Place of registry, main types of operations, duplicated certificate of state registration that defines the tenderers' addresses or other equivalent documents issued by the state of origin;
  - (b) Letter of attorney for the representative who signed for the tenderer;
  - (c) If indicated in the DTTS, the special permission (license) to supply the defined goods;
  - (d) Decision made by the court and authorized organizations. If tenderers faced the circumstances indicated in the Chapter 1.4.2.2, Chapter 1.4.2.4, Chapter 1.4.2.6and Chapter 1.4.2.7 of the Instructions to Tenderers, they are obliged to inform the client about the circumstances and submit the relevant decisions made by the court and authorized organizations together with their proposals.

#### 5 Tenderer's capacity for contract implementation

5.1 All tenderers must arrange and submit the necessary information for the "Tender Form",

"Capacity Information" and "Tender Security Form" as indicated in the Chapter 3, and methodologies and schedules being proposed for implementation of the works together with work drawings or schedules if necessary.

- 5.2 If the client did not organize pre-qualification or if it is not differently indicated in the DTTS, all tenderers are obliged to deliver the following information as evidences that are necessary for the client to identify their capacity of contract implementation based on the requirements by the client.
  - (a) Place of registry, main types of operations, duplicated certificate of state registration that defines the tenderers' addresses, a copy duplicated from relevant originals of licenses (as for works that requires license) and letter of attorney for the bodies representing the tenderer;
  - (b) An annual financial statement that reflects data indicated in the DTTS for identification of tenderers' financial capabilities. If it was indicated specifically in the DTTS, the statements must be certified by audit;
  - (c) Information about the experiences and capacities of main personals to be involved in contract implementation and management and technical staffs;
  - (d) List of annual budgets for construction works conducted by the tenderer for the period indicated in the DTTS;
  - (e) Information about the tenderer's experience related to the implementation of similar works in terms of volume and work type must be presented by year, detailed information about current or planned works and addresses of customers who are able to inform about these works;
  - (f) Primary machinerics and equipments proposed for implementation of the contract and their types and models;
  - (g) Evidence certifying the sufficiency in current assets for implementation of the contract (decided loan or other possible financial sources);
  - (h) Tenderers' official statements that allow the client to request their banks to supply bank references;
  - (i) Information about lawsuits or disputes in which the tenderer has been involved recently or involved in last three years;
  - (j) If it is not indicated specifically in the DTTS, tenderers who contracts out the works with amount of more than 10% of the total contract amount to subcontractors are considered as partnership; and thus, the information about the subcontractors must also submitted. Works to be contracted out must be reflected in the proposal. The maximum budget of works that can be contracted out to subcontractors will be indicated in the DTTS.
- 5.3 Tenderers must satisfy the following minimum capacity requirements in order to implement the contract indicated in the Chapter 1.1 of the Instructions to Tenderers. These are:
  - (a) The arithmetical average of annual budget of the works conducted by the tenderer throughout the period indicated in the DTTS must not be less than the amount indicated in the DTTS;
  - (b) Work experience as the main contractor for works (similar to the contract of concern) implemented in the last year of the period indicated in the DTTS (in order to meet this requirement, at least 70% of the nominal amount of the works must be implemented);

- (c) Proposal to arrange or secure the availability of the primary machineries and equipments indicated in the DTTS in due time (own equipments or arranging by means of rental etc. should be indicated);
- (d) Employment of an engineer has experience of similar works to that of the contract for a period not less than that indicated in the DTTS. And she/he must have been in charge of contract for years not less than those identified in the DTTS;
- (e) Liquid assets and amount of expected loans excluding assets to be used or being used for implementation of other contracts and advance payment to be done in accordance with this contract must not be less than the amount indicated in the DTTS;
- 5.4 As for a partnership participating in the tender, the indicators of each member of the partnership will be added in order to identify whether the minimum capacity indicators indicated in the Chapter 1.5.3(a) and Chapter 1.5.3(e). However, each member must satisfy at least 25% of minimum requirements of Chapter 1.5.3(a), Chapter 1.5.3(b) and Chapter 1.5.3(c) while the representing member must satisfy at least 40% of the same requirements. If these conditions are not met, the partnership will be considered as unsatisfactory and rejected from the tender. In order to identify satisfaction of the minimum capacity requirements of the Chapter 1.5.3(b), Chapter 1.5.3(c) and Chapter 1.5.3(d), ability of each member must be considered together.
- 5.5 When identifying tenderers' satisfaction of minimum capacity requirements, experiences and financial capabilities of their subcontractors will not be considered. However, if works undertaken by contractors require license, the subcontractor must possess the proper one.
- 5.6 If a tenderer wants to get 7.5% of preferential rights in tender evaluation, the tenderer must be a domestic legal entity (Mongolian entity), more than 50% of its equity must be invested by Mongolian eitizens and proofs certifying that more than 50% of the works will be implemented by this entity must be submitted.

#### 6 Partnership to participate in the tender

- 6.1 If a tenderer is constituted by two or more legal entities based on a collaboration contract (to be referred to as "partnership" for the parties together and "member of partnership" for each party), the following requirements must be satisfied unless it was indicated in the DTTS differently:
  - (a) Information of each member indicated in the Chapter 1.5.2 of this Instruction to Tenderers must be submitted together with the proposal;
  - (b) In order to validate the proposal, all members must signed the proposal;
  - (c) The collaboration contract must have defined independent and joint liabilities undertaken by each members regarding the implementation of the contract mentioned in the Chapter 1.1.1 of the Instructions to Tenderers;
  - (d) A member must be appointed with the authority to take responsibilities, receive instructions and making payments on behalf of the other members;
  - (e) The collaboration contract must regulate that the authorized member will be the subject to which payments must be made and overall implementation of the contract will be discussed;
  - (f) A copy of the collaboration contract, i.e. the partnership contract, must be submitted together with the proposal

#### 7 **Cost for participation in the tender**

7.1 Tenderers will bear all costs related to preparation and submission of their proposals by themselves. The client will not be liable for any of these costs in any circumstances.

#### 8 On-site survey

8.1 Tenderers are allowed to conduct on-site survey at the worksite and collect information about its location and conditions of the environment that is useful for preparation of their proposals and establishment of contract. The tenderers must bear all the costs related to the on-site survey.

# **B.** Contents of the Tender Document

#### 9 Contents of the tender document

9.1 The tender document will consist of following 7 chapters and amendments made in accordance with the Chapter 1.12 of Instruction to Tenderers.

Chapter	1.Instructions to Tenderers
Chapter	2.Data table for tender selection (DTTS)
Chapter	3.Tender Selection Forms (TSF)
Chapter	4. Technical Specification
Chapter	5.General Conditions of Contract (GCC)
Chapter	6.Special Conditions of Contract (SCC)
Chapter	7.Contract Forms

- 9.2 The tender invitation published by the client will not be a part of the tender document.
- 9.3 The client will not liable for any incorrect or missing information in the tender document and its amendments if tenderers do not receive these documents directly from the client.
- 9.4 Tenders are advised to check all the instructions, conditions, necessary forms and the technical specifications included in the tender documents. It may become a basis of proposal rejection if they do not contain information and materials required by the tender document.

#### 10 Clarification of the tender document

- 10.1 If entities interested in the tender needs clarification about the tender document, they should send their written request of clarification to the address of the client indicated in the DTTS through mail, telex and fax. The client will respond to only requests received until the date indicated in the DTTS. The contents of requests and the clients' responses must be informed to all tenderers who purchased the tender document in writing or through telephone without mentioning the names of the requested tenderers simultaneously.
- 10.2 If the client considers amending the tender document based on the results of the clarifications, the amendment will be made in compliance with Chapter 1.12 and the Chapter 1.20.2 of the Instructions to Tenderers.

#### 11 Meeting before the submission of proposals

11.1 If the DTTS requires organization of a meeting before the submission of proposals, entities

interested in the tender and their representatives will be invited. The purpose of the meeting will be clarifications of problems which may arise during the preparation of proposals and responses to questions to be raised by the invitees.

- 11.2 Tenderers are allowed to deliver their questions in written statements before the organization of the meeting.
- 11.3 The records of the meeting containing these questions with the relevant answers without containing the information about the questioner and other relevant information prepared after the meeting will be delivered to all the entities that purchased the tender document in writing or through telephone simultaneously.
- 11.4 Necessary amendments in the tender document, which are decided by the client based on the results of the meeting, will be made in compliance with Chapter 1.12 and the Chapter 1.20.2 of the Instructions to Tenderers.
- 11.5 Restricting tenderers rights to participate in the tender based on their no attendance in the meeting is prohibited.

#### **12** Amendments of the tender document

- 12.1 The client is allowed to amend the tender document before the deadline for proposal receipt.
- 12.2 The amendments will be inseparable part of the tender document and they must be informed to all tenderers who purchased the tender document in written statement or through telephone simultaneously. Tenderers are obliged to report the receipt of each amendment to the client through telephone.
- 12.3 The client is allowed to extend the deadline for proposal receipt in accordance with the Chapter 1.20.2 of the Instructions to Tenderers in order to provide tenderers with the opportunity to consider the amendments of the tender document when preparing their proposals, if necessary.

# C. Preparation of Proposals

#### 13 Language of Proposal

- 13.1 Proposal, official letters and other documents exchanged between the client and tenderers related to the tender must be prepared in accordance with the Instructions to Tenderers. All relevant documents will be prepared in Mongolian language or in the language indicated in the DTTS if foreign entities are allowed to participate in the procurement.
- 13.2 Documents attached to the proposal or documents published before are allowed to be in other language; however, tenderers are obliged to translate relevant parts of these documents into the language of tender and submit them together with the originals. The translations will be considered in the tender evaluation.

#### 14 **Proposal Components**

- 14.1 The proposal must consist of the following items:
  - (a) The proposal prepared in accordance with the form indicated in the Chapter 1.15 of the Instructions to Tenderers;
  - (b) The evaluated phased work schedule to be prepared in accordance with the Chapter 1.15

and Chapter 1.17 of the Instructions to Tenderers;

- (c) Tender security required by the client and indicated in the Chapter 1.21 of the Instruction to Tenderers;
- (d) Certified signatures of the representatives who signs proposals on behalf of tenderers and the letter of attorney as indicated in the Chapter 1.22 of the Instructions to Tenderers;
- (e) Evidences indicated in the Chapter 1.4 of the Instructions to Tenderers necessary to identify the entitlement of the tenderer;
- (f) Evidences indicated in the Chapter 1.5 of the Instructions to Tenderers necessary to identify the tenderer's capacities to implement the contract;
- (g) Technical proposal to be prepared in compliance with the Chapter 1.19 of the Instructions to Tenderers;
- (h) Optional proposal if the client indicates in the Article of the Instructions to Tenderers; and
- (i) Other materials indicated in the Instructions to Tenderers and the DTTS.

### 15 Tender form and work schedule

15.1 Tenderers must prepare and submit their proposal and evaluated phased work schedule using the relevant prototype forms presented in the Chapter 4. Any modifications and omissions of words and meanings of the sentences written in the prototype forms are prohibited. Every cells of the form must be filled.

#### 16 Optional proposal

16.1 In other cases that the optional proposal is allowed in the DTTS, tenderers must submit only one proposal that satisfies the requirements of the tender document and submission of optional proposal is not allowed.

### 17 Tender price and price discount

- 17.1 The tender price and the evaluated phased work schedule being proposed by the tenderer must meet the following requirements;
- 17.2 Tender price must be based on the phased work schedule evaluated by the tenderers themselves and cover the total cost of the contract works defined in the Chapter 1.1.1 in the Instructions to Tenderers;
- 17.3 When evaluating works defined in the technical specifications and relevant drawings, tenderers must set unit and total prices for each work classification specified briefly in the phased work schedule. If unit and total prices for any of the work classifications are not filled, the client will not make the payment for the implementation of the relevant jobs since this will be considered as included in prices for other jobs;
- 17.4 The price filled in the tender form must be an undiscounted total price offered for the tender;
- 17.5 Tenderers must reflect an unconditional price discount and its calculation mythology in the proposal submission form;
- 17.6 All the taxes and fees to be paid by the contractor in accordance with this contract and other basis must be included in the tender price based on the laws to be valid as of the date 14 days

before the deadline for proposal receipt. Tenderers must fill unit and total price for each work classification together with the grand total in the price form by each items specified in the phased work schedule;

- 17.7 Please refer to the Chapter 1.1.3 of the Instruction to Tenderers for information about the tender packages. If tender packages were indicated, a tenderer is allowed to submit proposals for more than one package. Submission of proposal for a part of one package is prohibited.
- 17.8 Tender price proposed by tenderers will be fixed throughout the implementation of the contract unless specific indication for adjustment of the contract price is included in the DTTS. Any proposal offering adjustment of contract price will be considered as an unsatisfied proposal and rejected in compliance with the Article #30 of the Instructions to Tenderers. However, a fixed price will not be rejected when adjustment of the contract price is allowed. In this case, the adjustment for this price will be considered as zero ("0").
- 17.9 If adjustment of contract price is indicated, the price specified in the phased work schedule will be adjusted in accordance with the conditions and the methodology indicated in the Article Chapter 5.44 of the General Conditions of Contract. Tenderers must submit all required information defined in the Article Chapter 5.44 of the General Condition and the Special Condition of Contract together with their proposals.

#### 18 Currencies of Tender and Payment

18.1 The currency of tender shall be Mongolian Tg (TUGRUK). Tenderers is allowed to reflect some part of the tender price related to purchase of goods and services that are not produced in Mongolia in other currencies as long as the client permits in the DTTS. In this case, the currencies will be converted into Tg based on the exchange rates announced by Mongol bank on the day of the tender announcement and considered in the evaluation. During the implementation of the contract, all payments by the client to the contractor will be made in Tg and the amounts will be calculated using the above mentioned exchange rates.

#### **19 Components of Technical Proposal**

19.1 Tenderers will prepare and submit the technical proposal consisting of implementation methods, equipments, labor force, work schedule and figure showing the compliance of the work performance and the implementation period with the client's requirements in accordance with the form indicated in the Chapter 3 of the tender document together with the other information.

# 20 Tender Validity Period

- 20.1 Tenders or proposals should be valid for the period specified by the client in the DTTS starting from the date of tender opening which was stated in the Chapter 1.27 of the Instructions to Tenderers. If the tender validity period proposed by tenderers in the tender form is shorter than that set by the client, their proposals are considered as unsatisfied the basic requirements and rejected by the client.
- 20.2 If the tender validity period was decided to extend due to an emergency, the client would request all the tenderers to extend the validity period to be proposed by them. The request and the reply about the extension of the tender validity period will be made in written statements or through telecommunications. Tenderers are authorized to decline the tender and to be paid the tender security back. Proposing tenderers who accept the request of extension to change the content of their proposals or permitting them to do so are prohibited. The tenderers who accepted the request will extend their tender security validity period by the period stated in the Chapter 1.21 in compliance with the same Article.

#### 21 Tender Security

- 21.1 Tenderers must deliver the tender security that equals to the amount stated in the DTTS if required to by the DTTS.
- 21.2 The tender securities will be those issued by domestic or foreign reliable banks. The tender security will be prepared and submitted in the forms stated in the Chapter 4 or permitted by the client in advance. It should be valid for 38 days since the completion date of the tender validity period.
- 21.3 The original copy of the tender security must be submitted. Any duplicate copy of the tender security will not be accepted.
- 21.4 As for partnerships, only person authorized to represent the partnership must deliver the tender security.
- 21.5 Any tenders or proposals without the tender security, which satisfy the requirements of the Chapter 1.21 in the Instructions to Tenderers, will be considered as unsatisfied and rejected.
- 21.6 The client will invalidate the tender securities submitted by tenderers whose proposal was not selected within 28 days since the completion date of the tender validity period indicated in the Chapter 1.20.1 of the Instructions to Tenderers.
- 21.7 As for the tender security of the selected tenderer, the client will invalidate at the time of receipt of the performance security based on the Chapter 1.38 after signing the contract in accordance with the Chapter 1.37.
- 21.8 Tender securities will become the state property in the following eases:
  - (a) Tenderer withdrew the proposal or submitted its intention of withdrawal in a written statement after the tender opening, but before the end date of its tender validity period;
  - (b) Tenderer did not accept the adjustment of the tender price that was made in compliance with the Chapter 1.31.2 and the circumstance stated in the Chapter 1.35.2 of the Instructions to Tenderer occurred.
  - (c) If the selected tenderer did not implement the following in due time:
    - 1. Signing the contract in accordance with the Chapter 1.37; and
    - 2. Submission of performance security in accordance with the Chapter 1.38.

#### 22 Copies of Proposal to be Submitted and Signing the Contract

- 22.1 Tenderers must arrange the originals of the proposal components indicated in the Chapter 1.14 and specify it writing "Original" onto it. In addition to this, the tenderers must prepare necessary number of duplicate copies that was indicated in the DTTS and specify them writhing "Duplicate" onto them. If the original and duplicate copies contradict, the original will be followed.
- 22.2 The original and duplicate copies will be printed and certified by the signature of the person authorized to represent the tenderer.
- 22.3 Any corrections or additions must not be made in proposals if they are not for the purpose to adapt the client's instructions or correct errors based on necessities. If corrections and additions are made, they will be accepted as valid as long as the above-mentioned authorized representative certifies with his/her signature.

# D. Submission of Proposal

#### 23 Sealing and marking proposals

- 23.1 Tenderers must prepare their proposals in writing and deliver it to the client via mail, by himself or via his representative.
- 23.2 The original and duplicates of the proposals will be put into separate envelopes (inner) marked as "Original copy" and "Duplicate copy" respectively, sealed, put into outer envelopes and scaled again. Enveloping and scaling the proposal must be done in accordance with the Chapter 1.23.3 and Chapter 1.23.4 of the Instructions to Tenderers.
- 23.3 Requirements for the inner and outer envelopes are the following:
  - (a) Tenderer's name and address must be printed onto the envelop;
  - (b) Addressed to the client as indicated in the DTTS and the Chapter 1.1.1 of the Instructions to Tenderer;
  - (c) The name and the code of the tender selection defined in the DTTS and the Chapter 1.1.1 of the Instructions to Tenderer must be clearly written in order to distinguish the tender selection from the others;
  - (d) The note "Opening is prohibited until (date indicated in the Chapter 1.27.1 of the Instructions to Tenderers)" must be written.
- 23.4 If proposals are delivered to wrong address or opened before the tender opening due to the failure of requirements stated in the Chapter 1.23.3, the client will not be liable.
- 23.5 The client must not accept any proposals submitted in other means than those mentioned in the Article Chapter 1.32.1 of the Instructions to Tenderers (i.e., submitted by email or fax) based on the Article 27.2 of the Law on Procurement of Goods, Works and Services with State and Local Fund and return the proposals back to the senders.

#### 24 Deadline for proposal receipt

- 24.1 The client must receive proposals at the place of address specified in the Chapter 1.23.2 of the Instructions to Tenderers on the date before the time indicated in the DTTS.
- 24.2 If the client extended the deadline due to the amendments in the tender document made in accordance with the Chapter 1.12 of the Instructions to Tenderers, rights and obligations of the client and the tenderers will continue valid for the period of extension.

### 25 Proposals submitted after the deadline

25.1 The client must reject any proposals submitted after the deadline stated in the Chapter 1.24 announcing them and return them without opening.

# 26 Amendment and withdrawal of proposals

- 26.1 Tenderers are allowed to amend, replace and withdraw their proposals before the date of deadline set for the proposal receipt if they informed the client in written statement.
- 26.2 The written statement mentioned in Chapter 1.26.1 must be prepared in accordance with the

Chapter 1.23 of the Instructions to Tenderers. After writing the purpose of the statement ("About amendment of the proposal", "About replacement of the proposal" and "About withdrawal of the proposal") on both inner and outer envelopes, it should be submitted to the client in accordance with the Chapter 1.24 of the Instructions to Tenderers. Statement of proposal withdrawal can be done by telephone; however, the written statement certified by stamped signature must be submitted before the date of deadline set for the proposal receipt.

- 26.3 Amendments after the deadline for the proposal receipt are prohibited.
- 26.4 The initial proposal submitted by the tenderers who requested for proposal withdrawal will be returned back to the tenderers without opening in compliance with the Chapter 1.26.2 of the Instructions to Tenderers.
- 26.5 Withdrawal of proposals by tenderers during the tender validity periods can become a basis to confiscate their tender security based on the Chapter 1.21.8(a) of the Instructions to Tenderers.

# E. Tender Opening and Evaluation

#### 27 Tender opening

- 27.1 The client organize tender opening at the place in due date and time indicated in the DTTS. Tenderers' representatives are authorized to attend the tender opening; and if do so, the representative are obliged to sign the tender opening form.
- 27.2 First, the client must open the envelope marked as "about the withdrawal of the proposal", announce the withdrawal requests and return the relevant proposals without opening. If the person signed the request of withdrawal did not supply certified signatures and a letter of attorney that are necessary to identify him or her as the authorized representative for the tenderer, proposal return is prohibited. The client should open and announce the proposal. Next, the client must open the envelope marked as "about the replacement of the proposal", announce the requests and return the submitted initial proposals back to the tenderers who made the requests without opening. The envelope marked as "About amendments of proposal" together with the relevant proposals are opened and announced. If tenderers do not confirm the signatures on the requests of proposal replacement or proposal amendments as those signed by their authorized representatives by relevant statements, replacements or amendments of the proposals are prohibited. The submitted initial proposals will be opened and announced to attendants.
- 27.3 During tender opening, name of tenderers, tender price, price discount (if proposed), price of optional tender/proposal (if permitted), presence of tender security (if required), updated information relevant to those mentioned above if the proposal was amended and other information considered necessary by the client must be announced and recorded. Tender prices, price discounts and optional tenders shall not be considered in tender evaluation.
- 27.4 The client shall prepare the tender opening record and the following information must be included in the record:
  - (a) Name of tenderers, the information whether withdrawal, amendment and replacement of proposal are made by the tenderers;
  - (b) Tender price and proposed price discount (price of optional tender if permitted). If necessary, this information must be recorded by each tender package; and
  - (c) Presence of tender security if required by the client
- 27.5 Rejection of proposals other than those submitted after the deadline is prohibited.

#### 28 Confidence

- 28.1 Leaking information related to examination, clarification, evaluation and comparison of proposals and the recommendation on grant of contract rights to tenderers and other parties irrelevant to the tender selection activities is prohibited until the contract rights is awarded.
- 28.2 Any attempts by tenderers to influence the decision about the grant of contract rights during examination, evaluation and comparison of proposals can be considered as a basis to reject the proposal of these tenderers.
- 28.3 The client and the tenderers must communicate to each other only in writing throughout the period from tender opening to granting contract rights.

#### 29 Proposal Clarification

29.1 The client is allowed to request the tenderers to submit clarification about their proposal during the examination, evaluation and comparison of proposals. This request and the reply must be made in writing. However, any requests or recommendations for changes in the content of the proposal and the tender price other than those related to the correction of arithmetical errors identified by the client are not allowed.

#### 30 Proposal examination and identification of requirement satisfaction

- 30.1 Before the conduct of thorough examination in proposals, the state of satisfaction of the following requirements must be verified:
  - (a) Tenderer's qualifications indicated in the Chapter 1.4 of the Instructions to Tenderers;
  - (b) Presence of confirmation signatures on the proposal;
  - (c) Presence of required security prepared in due form;
  - (d) Satisfaction of other requirements indicated in the tender document;
  - (e) Tenderer's satisfaction of acceptable lowest capacity set for the implementation of the contract that indicated in the Article #4 of the Instructions to Tenderer; and
  - (f) Satisfaction of other requirements necessary for implementation of the works
- 30.2 If a proposal satisfies the requirements of the indications in the Chapter 1.20.1 of the Instruction to Tenderers, the proposal will be considered as satisfied.
- 30.3 A satisfied proposal is the one that met the conditions and requirements of the tender document, especially those related to the tenderer's capacities for production and contract implementation and technical specifications, and the proposal that satisfied the volume of work without tangible difference. The following are considered as tangible differences:
  - (a) Scope and quality of the work defined in the technical specifications and contract conditions and performance might be affected;
  - (b) Restrictions noncompliant to the tender document made in the rights of the client and the obligations of the tenderers; and
  - (c) Acceptance and correction of proposals with difference than the requirements of the tender documents might affect the competence of other satisfied proposals.
- 30.4 The client must reject the proposal identified as non-satisfied. Tenderers are not allowed to

revise these proposals in order to make them satisfied.

#### 31 Correction of errors

- 31.1 The client shall check the arithmetical errors in the satisfied proposals and correct errors in the following manner:
  - (a) If amounts of a same item expressed in digits and letters differ, that expressed in letters will be considered as correct;
  - (b) The addition of total prices of assortments differs from the total tender price indicated in the tender form, the total tender price will be corrected based on the addition of the total prices of assortments;
  - (c) If a total price of an assortment do not match the result of multiplying its unit price by the quantity, the total price of the assortment will be corrected based on its unit price. However, as client considers, dots in unit prices are obviously mistaken, the total price in that row will be considered as correct and the unit price will be corrected.
- 31.2 If the price of the best evaluated proposal needs corrections, the client shall inform the tenderer and confirm the tenderer's acceptance with a written statement.

#### 32 Conversion into a Single Currency

32.1 In order to evaluate and compare proposals, the tender prices will be converted into the currency indicated in the Chapter 1.18.1 of the Instructions to Tenderers. In this case, the client should evaluate and compare the proposals after converting the prices into TUGRUG based on the exchange rates announced by Mongol bank on the day of tender announcement. As for the goods, works and services to be procured by the state and local fund, payments by the client to the contractor must be made in TUGRUG during the contract implementation period; and therefore, offered tender prices expressed in currencies other than TUGRUG must be converted into TUGRUG using the exchange rates that were announced by Mongol bank on the same day with that of the tender announcement.

#### **33** Consideration of preferential rights for domestic tenderers

33.1 In other cases than the client specified in the DTTS, preferential rights for the proposal offering goods originated in Mongolia will not be considered when evaluating or comparing it with those offering other goods.

#### **34** Evaluation and comparison of proposals

- 34.1 The client must evaluate and compare only proposals that were identified as satisfied after examining them in accordance with the Chapter 1.30.
- 34.2 When evaluating tenders, the client will adjust the prices of the proposals, which were announced in accordance with the Chapter 1.25 of the Instructions to Tenderers, through the following procedures and identify the prices to be compared.
  - (a) To correct errors based on the indications of the Chapter 1.31.1 of the Instructions to Tenderers;
  - (b) To subtract the amount of contingency costs filled in the evaluated phased work schedule (However, the work-day costs proposed by the tenderer based on the client's requirement will not be subtracted);

- (c) To reflect the amendments proposed by the tenderer in conformity with the indication of the Chapter 1.26.4 of Instruction to Tenderers and price discount;
- (d) To convert the total tender price, which reflects the adjustment, the amendments and the price discount made in accordance with the (a), (b) and (c), into the currency stated in the Chapter 1.16 of the Instructions to Tenderers as instructed in the Chapter 1.30.
- (e) To calculate and reflect the monetary value of the omitted items into the tender price in the case that the client considers the omitted items as intangible or small imparities;
- (f) To calculate items defined in the Chapter 1.35.2 of the Instructions to Tenderers as factors of consideration in the evaluation using the relevant methodologies and reflect the result into the tender price;
- (g) To apply the imparity of preferential rights if indicated specifically in the Chapter 1.33.1 of the Instructions to Tenderers
- 34.3 The client is authorized to accept or reject any amendments, imparities and optional proposal. When evaluating proposals, the client shall not consider a state of over satisfaction of the requirements of the tender document or amendments, imparities and optional proposals that offer any merits other than those indicated in the requirements of the tender document.
- 34.4 The client will not consider the following factors in evaluation unless it was specified in the DTTS:
  - (a) Contract and commercial imparities:
  - (b) Costs of every item omitted or proposed differently from the commercial terms and contract conditions will be estimated and considered in the evaluation.
  - (c) Implementation period of the works:

The works of this tender document must be implemented in accordance with the work implementation schedule defined in the technical specifications and completed within the period specified. The tender price must be based on this schedule. A proposal offering completion earlier than the date specified in the schedule will not be awarded. At the same time, proposals offering late implementation will not be rejected; however, their tender prices must be increased by the percent indicated in DTTS for each day exceeded the date of the schedule as a consideration of evaluation. If offered completion date is more than a month later than that indicated in DTTS, the proposal will be rejected.

(d) Imparity of payment schedule

The proposals offering different payment schedule from that included in the special conditions of the contract will not be rejected. In order to reflect the imparity in the evaluation, an interest will be estimated from the amount to be paid before the date of the payment schedule with the percent indicated in the DTTS and added to the tender price.

- 34.5 If the work is divided into two or more packages in the Chapter 1.1.3 of the Instructions to Tenderers, the client must do the evaluation in the following manner.
  - (a) The proposal with the lowest price will be determined by evaluating each package in accordance with the Chapter 1.34.1 to Chapter 1.34.3 of the Instruction to Tenderers;
  - (b) If contract rights are granted for more than two packages, discount of conditional price will be estimated for the proposal that offered this kind of discount;
  - (c) After completing the above mentioned evaluations, the client will estimate options to grant

the contract rights for one, several and all packages and select the most efficient options;

- (d) If contract rights are granted to one tenderer for more than two packages, the tenderer's capacity for contract implementation will be re-examined. If the capacity does not satisfy the relevant requirements, the tenderer will be granted the contract rights for the packages which the tenderer's capacity matches.
- 34.6 The proposal with the lowest comparable price will be selected for the best evaluated proposal after evaluating all satisfied proposals in accordance with the Chapter 1.34.2, Chapter 1.34.3 and Chapter 1.34.5 of the Instructions to Tenderers. The optional proposal of the best evaluated main proposal satisfied the higher requirements than the main proposal its optional proposal will be selected.

# F. Granting Contract Rights

#### 35 Requirements for Granting Contract Rights

- 35.1 The client shall grant the contract rights to the tenderer whose proposal was evaluated as the best evaluated proposal in accordance with the Chapter 1.34.6.
- 35.2 If the tenderer did not accept arithmetical corrections made by the client in accordance with the indications of the Chapter 1.31 of the Instruction to Tenderers or failed to submit the written statement, the client shall reject his proposal, confiscate its tender security as state property based on the Chapter 1.21.8(b) and grant the contract rights to the tenderer who submitted the next best evaluated proposal in compliance with the Article #29.3 of the Law on Procurement of Goods, Works and Services with the State and Local Fund.

#### 36 Statement of Contract Rights Grant

- 36.1 The client should deliver a written statement of contract rights grant to all the tenderers including the selected tenderer simultaneously before the end of the tender validity period. In the statement, the contract price or the payment for the works to be implemented in accordance with the contract must be indicated. The contract price must be the tender price that reflects the adjustments and the price discounts (also conditional price discounts).
- 36.2 Signing the contract within 5 weekdays after the delivery of the written statement to all the tenderers is prohibited. Violating this Article will be the basis to consider the established contract as invalid according to the Article #42.1.2 of the Law on Procurement of Goods, Works and Service with State and Local Fund.
- 36.3 The statements of contract rights grant will the basis to establish the contract. By delivering the statement, it is considered that a deal was made between the client and the tenderers granted with the contract rights until the receipt of the performance security (as indicated in the Chapter 1.38) and signing the contracts (as indicated in the Chapter 1.37).
- 36.4 The client must publish the tender name and the No. of package onto the website <u>www.e-procurement.mn</u>, the official procurement site for the Government of Mongolia, together with the following information:
  - (a) Names of all tenderers who submitted proposals;
  - (b) Tender prices announced at the time of tender opening;
  - (c) Name of the proposals covered by the thorough evaluation;

- (d) Name of the tenderers whose proposals were rejected and the reasons for the rejections;
- (e) Name of the selected tenderer, offered price and approved contract amount (translator: price?)
- 36.5 After the delivery of the statement of contract rights grant, unselected tenderers are authorized to submit letter of request for the reasons for the rejections of their proposals. If this kind of requests is made, the client must respond to it in a written statement.
- 36.6 After the selected tenderer delivers its performance security in accordance with the Chapter 1.38 of the Instruction to Tenderers and signs the contract, the client informs the other tenderers about the invalidation of their tender security in compliance with the Chapter 1.21.6 of the Instructions to Tenderers.

#### **37** Signing Contract

- 37.1 The client will send the contract form and an agreement reflecting all the negotiated conditions together with the statement of contract rights grant to the selected tenderer.
- 37.2 The selected tenderer should sign the contract immediately after the delivery of his performance security.

#### 38 Performance Security

- 38.1 The selected tenderer is authorized not to deliver performance security if it is not indicated specifically in the DTTS. The performance security with the amount indicated in the special conditions of the contract will be prepared in the same form of the DTTS and delivered to the client in accordance with the contract conditions within 21 days after the receipt of the statement of contract grant.
- 38.2 The performance security must be prepared by:
  - (a) A bank located in Mongolia or a Mongolia-located customer bank of a foreign bank which the tenderer selected, or
  - (b) Foreign banks accepted by the client.
- 38.3 Failure by the selected tenderer in satisfaction of the requirements indicates din the Chapter 1.38.1 of the Instruction to Tenderers will be the sufficient basis to cancel the granted contract rights-and to confiscate the tender security.

# Chapter 2. Data table for tender selection (DTTS)

The purpose of the following data on the works defined in the tender document is to clarify or modify the relevant provisions and Articles of the Instructions to Tenderers. If the data contradict those in the Instructions to Tenderers, the data in the DTTS will be considered as correct.

Relevant Articles of			
the Instructions to	Contents		
Tenderers (IT)			
	A. General Provision		
	The client:		
Chapter I.I.I	Governor of ****** District, Utaanbaalar City		
	Address <u>*******</u> , ****** <i>District</i> , <i>Ulaanbaatar City</i>		
	The brief name and determination of the works or the contract:		
Chapter I.I.I	The Project on Waste Collection and Transportation at Khoroo No. **, in		
	The first of the f		
Chapter 1.1.1	The name of the open tender and the distinctive		
1			
Chapter 1.1.2	Implementation period of the works:		
1	[Specify the date From **** to ****]		
01 ( 112	The tender selection consists of the packages with the following names and $\mathbf{N}$		
Chapter 1.1.3	NO(8):		
	<u>1 here is no separatea package.</u>		
Chapter 1.2.1	Financial sources:		
-	Government of an District		
(1)	Indication of necessities of special permission (license) in order to		
Chapter 1.4.4( $c$ )	implement the specified works:		
	No neense and special permission are required.		
	renderers must submit the fordowing additional evidences or materials		
(Thanter 152	together with their proposals:		
	Waste collection achievents list together with manufacture year, current		
	music condition		
	Very for financial statements necessary to submit:		
	Sware from year **** to year ****		
Chapter 1.5.2(b)	Necessity of audited financial statements:		
	Necessary		
	Years and the No. of years for the list of annual monetary value of		
Chapter 1.5.2(d)	construction works to be submitted:		
	3 years from year **** to year ****		
	No. of years for the information to be submitted for identification of similar		
Chapter 1.5.2(e)	works experience:		
<b>F</b> (-)	5 years from year **** to year ****		
	Tenderers are authorized to contract 10 percent of the contract price out to		
	subcontractors. If more than the specified percent is implemented by a third		
Chapter 1.5.2(i)	party, the tenderers must establish a consortium and submit the relevant		
	partnership contract together with their proposals. The other requirements of		
	the Instructions to Tenderers must be met.		

Relevant Articles of	
the Instructions to	Contents
Tenderers (IT)	
	The No. of years, the total annual monetary values of <i>waste collection and</i>
	<i>transport</i> works implemented during which must be averaged:
Chapter 1 5 3(a)	<u>Last 2 years</u>
	The average of the total annual monetary values of <i>waste collection and</i>
	transport works performance is not less than 50% of the total annual
	payment to be made by the client as financing of the contract
Chapter 1.5.3(b)	The No. of years, during which similar works were implemented:
	Last 2 years
	Main equipments and machineries necessary for tenderers to implement the
<i>(</i> <b>1</b> , <b>1</b> , <b>2</b> , ()	contract:
Chapter 1.5.3(c)	(Example)
	<u>At least one unit of Dump track (capacity range from 6m3 to10m3)</u>
	At least one unit of Compactor track (capacity range from 4m3 to 15m3)
	The No. of years, during which general engineers of tenderers experienced
	(worked for) the works similar to the contract in terms of work type and
(hautau 1.5.2(d))	amount of budget:
Chapter 1.5.5(d)	<u>Not required</u>
	for the contract:
	Not required
	The total amount of liquid assets and expected loan <sup>1</sup> :
Chapter 1.5.3(e)	** *** *** $T_{tr}$
	Members of a consortium must satisfy the following additional
Chapter 1.6.1	requirements These are:
	Not required
	B. Tender Document
	The address to which the tenderers refer for clarification related to the tender
	document:
	Person in charge: Mr/Ms. ******
Chapter 1.10.1	Address: *****, ******* District office, Ulaanbaatar City
-	Telephone no: ********
	The deadline for receiving requests of clarification should be
	Month day, year
Churster 1 11 1	Organization of the meeting before submission of proposal:
	<u>No</u>
	C. Preparation of Proposal
	If foreign entities are authorized to participate in the tender, the language of
Chapter 1.13.1	proposal must be the following language:
	<u>Mongolian</u>
	Tenderers must submit the following additional materials in their proposals:
Chapter 1.14.1(h)	Not required
Chapter 1 16 1	Submission of optional proposals is allowed
	The price offered by tenderers will not be adjusted during the
Chapter 1.17.8	implementation of the contract
	Tender currency
Chapter 1.18.1	Mongolian Tugruk (Tg)
Chapter 1 20 1	The tender validity period will be $60  days$ since the tender opening
I I I I I I I I I I I I I I I I I I I	intering partice with the <u>construction</u> of the control of t

<sup>&</sup>lt;sup>1</sup> "Expected loan" stands for special drawing rights, official statement of bank loan grant etc.

Relevant Articles of			
the Instructions to	Contents		
Tenderers (IT)			
	[Leave one of the following options]		
	(a) Tender security is unnecessary;		
Chapter 1.21.1			
, i	(b) I ender security is necessary and it should be prepared based on the		
	appropriate form indicated in the Chapter III or the tender prototype form		
	The amount of tender accurity langeify in non-cont or fill the amount that		
Chapter 1.21.1	equals to 1 to 2% of the total budget]		
	Number of duplicate copies to be submitted together with the original copy		
Chanter 1 22 1	of the proposal		
Chapter 1.22.1	2 conies		
	D. Submission of Proposals		
	The address for receipt of proposals:		
	Person in charge of the receipt:		
	Mr./Ms. ******		
	Address of the organization:		
	Khoroo **, ****** District (Governmental office of ****** District)		
	No. of the floor and the room:		
Chapter 1.23.3(b)	<u>Room**, ****Floor</u>		
	City and aimag:		
	<u>****** District, Ulaanbaatar City</u>		
	Zip or postal code:		
	Mongolia		
	The following titles and No. of tender selection must be written on both of		
	the inner and outer envelopes for smooth identification: [specify the name of		
Chapter 1.23.3(c)	the tender selection and the identification No. to be written on the		
	envelopes].		
	The deadline for proposal receipt:		
Chapter 1.24.1	Date: [specify the day, month and year. (For example: 8 Nov 2011)]		
	Time: [specify the hour and minute. (For example: 15:30 etc)]		
	E. Opening and Evaluation of Proposals		
	The address of the place where tender opening (proposal opening) will be		
	conducted are the following:		
	Name of the building and the street:		
	Governmental office of ******* District		
	No. of the room and the floor:		
	<u>Koom (*, * Floor</u> City/Aimag		
Chapter 1 27 1	(http://Annag. ******** District Illourbouter City		
Chapter 1.27.1	Zin code:		
	*****		
	Country:		
	Mongolia		
	The date and time of the tender opening:		
	(Example) Date: 20 <sup>th</sup> day of the February, 2012		
	Time: 10:00 am (Mongolian standard time)		
Chapter 1.33.1	Domestic preferential rights will not be considered in the evaluation.		

Relevant Articles of the Instructions to Tenderers (IT)	Contents	
Chapter 1.34.4	The following factors will be considered in the tender evaluation in addition to the prices: Contract and commercial disparities <u>will not be applied</u> . Disparities of work implementation period <u>will be applied</u> <u>Implementing period must be complied with specified period. Any difference</u> <u>will not be accepted</u> .	
Chapter 1.38.1	The performance security must be prepared in accordance with the appropriate form of the Chapter #7 or among the contract forms and submitted to the client before signing the contract. The amount of the performance security (monetary value) will be more than 5% of the contract price.	

# Chapter 3. Tender Selection Forms (TSF)

[Note for filling the tender selection forms]

Tenderers must fill these forms and submit them together with their proposals. If proposal includes several types of currencies, detailed information about prices must be indicated.

1 Form #TSF-1

Tender Form

[Date]

To: Mr./Ms/Mrs.\_\_\_\_\_, director, (name of the client organization)

1. We, *[the name of the tenderer]*, are proposing to implement the *[name and the No. Of the contract]* for *[tender price in numerals and letters]* Tg in accordance with tender document.

The contract payment will be made in the following currencies:

#	Currency	Per cent to be paid in the currency	Exchange rate /unit of foreign currency to Tg/	Required total of the foreign currency
(a)				
(b)				

Required advance payment:

	Currency	Amount
(a)		
(b)		

- 2. This proposal will be valid for *[numerals]* days since the deadline for the proposal receipt; and therefore, you can select this proposal before the end of the period.
- 3. If this proposal is selected, the statement of the contract rights grant will be the deal made between us until the official establishment of the contract.

Name of the tenderer:

Stamp and signature of the authorized official:

Name and position: \_\_\_\_\_

Address:

#### 2 Form #TSF-2

#### **Capacity Information**

#### Note for filling the capacity information form

In order to prove the possession of sufficient capacity for implementation of the contract or clarify the changes in the information submitted for pre-qualification, tenderers must submit the following information in accordance with the Article #4 of the Instructions to Tenderers. This information will not be a part of the contract. Additional sheets can be used if necessary. If documents attached to the form are in languages other than that of the proposal, the documents must be translated. If the tenderer participated in the pre-qualification, the information to be filled by it must be only the changed information.

#### 1. Tenderer or each member of a consortium 1.1. Tenderer's certificate of legal entity and the special permission (license): [Attach the copy] Place of registry: [fill]

Official address of business activities: [fill]

Letter of attorney for the person representing the tenderer: [attach]

- 1.2. Total monetary value of construction works implemented for [numeral]2 years, list by years: [fill]
- 1.3 The works similar with the contract in terms of work types and contract prices implemented for last *[numerals<sup>3</sup>]* years as the main contractor and the total contract prices expressed in the currency specified in the #1.2 must be filled in the table below. Further, expected and ongoing works and their planned date of completion should be listed.

Name of the project and country	Name and contact number of the client or customer	Types of works and year of completion	Contract price
a)			
b)			

1.4. Information related to the types or models of main equipments and machineries necessary for the implementation of the contract must be filled in the following table. Please refer to the Article #4.3 (d) of the Instruction to Tenderers.

Types/Models of equipments	Determination, produced country, years of utilization	Current condition (new, good, old) and the number of equipments	Own, to be rented, to be purchased (from where?)
a)			
b)			

The numeral must be the same with that indicated in the provision #4 of the Instructions to Tenderers.
 The numeral must be the same with that indicated in the provision #4 of the Instructions to Tenderers.

1.5. Skills and experiences of managers and specialists. Biographies must be attached. Please consider the Article #5.3 of the Instructions to Tenderers and the Article #9.1 of the special conditions of the contract.

Position	Name	Years of employment	Years of experience at the post similar to that being recommended
a)			
b)			

1.6. Recommended subcontractor. Please consider the Article #7 of the special conditions of the contract.

Types of works to be contracted out	Price of subcontract	Subcontractor (name and address)	Experience of similar works	State of settlement
a)				
b)				

- 1.7. The audited financial statements and reports of analysis that covered losses, profits and financial activities prepared for *[numeral<sup>t</sup>]* years. List the documents and attach the copies.
- 1.8. Evidences that can be useful in identifying the degree of satisfaction of the financial capacity requirements such as those related to cash and loan. List the evidences and attach the copies.
- 1.9. Name, address, contact number, telex and fax of the customer bank of the tenderer.
- 1.10. *[Numerals<sup>5</sup>]* years' information of tenderer related to lawsuits, parties of dispute, amount of claims and state of settlement.

Opposing parties	Name	Amount of claims	State of settlement		
a)					
b)					
	1.11. Statement of authority, but not relevant to the Article #4.2 of the Instructions to Tenderers.				
	1.12. Proposing work program (implementation methodology and schedule). Definition and design drawings if necessary.				
2. Consortium	2.1. All the information indicated in the #1.1 to 1.11 of the caj information form must be filled by each member.				
	2.2. Informa must be	. Information indicated in the $\#1.12$ of the capacity information form must be prepared for the consortium.			
	2.3. Letter of on behal	Letter of attorney for the person who represent the consortium and sing on behalf of the consortium must be attached.			

<sup>&</sup>lt;sup>4</sup> The numeral must be the same with that indicated in the provision #4 of the Instructions to Tenderers. <sup>5</sup> The numeral must be the same with that indicated in the Article (#4.2.4) of the Instructions in Tenderers.

<sup>&</sup>lt;sup>5</sup> The numeral must be the same with that indicated in the Article #4.3 (k) of the Instructions to Tenderers.

- 2.4. Partnership contract that satisfies the following requirements and established among the members must be attached. The requirements are:
  - (a) The contract should specify the individual and joint liabilities of the members clearly in relation to the implementation of the contract;
  - (b) The contract must appoint the authorized person to undertake responsibilities and receive instructions on behalf of the other members, and to represent the consortium;
  - (B) The performance of the whole works will represented by the authorized person. And at the same time, the payment will be made only to him/her.

#### 3 Form #TSF-3A

#### **Tender Security Form**

#### (Bank Guarantee)

#### To: [Name of the client]

Regarding the submission of proposals by *[Name of the tenderer]* (hereinafter to be referred to as "tenderer") for the tender selection *[name of the tender selection]* on the procurement of goods:

With this guarantee, [name of the bank] (hereinafter to be referred to as "bank") is guaranteeing its acceptance of the duty of payment with the amount of [amount of money<sup>6</sup>] to be paid to [name of the client] (hereinafter to be referred to as "client").

The duty of payment will be implementable under the following circumstances:

- (1) The tenderer withdraws its proposal before the end of the tender validity period indicated in the tender form;
- (2) The following circumstances occur due to the Tenderer's action or attitudes after the client grants the contract rights within the tender validity period:
  - (a) Tenderer did not sign the contract in compliance with the Instructions to Tenderers;
  - (b) Tenderer did not deliver the performance security in accordance with the Instructions to Tenderers; and
  - (c) Tenderer did not accept the corrections of errors of the tender price made by the client in accordance with the Instructions to Tenderers.

The duty of payment will be implemented without any resistance immediately after the receipt of statement by the client that indicates the occurrence of one of the above-mentioned circumstances and requires the implementation of the payment duty for the amount indicated above.

This guarantee will be valid for 28 days after the tender validity period ends or until *[specify the date]*. The client is obliged to inform the bank about any requirements within this period.

Yours Respectfully,

signature of the authorized person of the bank name and the position

Stamp of the bank

Date: \_

Address:\_

<sup>&</sup>lt;sup>6</sup> The amount of the guarantee must be expressed in the currency of tender or a currency acceptable by the client and indicated both in numerals and letters. Monetary value of the guarantee must be the same as that indicated in the Article #21.1 of the Instructions to Tenderers.

#### 4 Form #TSF-3B

#### Tender Security Form

#### (Guarantee of the Government Bonds)

#### To: [Name of the client]

Regarding the submission of proposals by *[Name of the tenderer]* (hereinafter to be referred to as "tenderer") for the tender selection *[name of the tender selection]* on the procurement of goods:

With this guarantee, *[name of the stock exchange]* (hereinafter to be referred to as "stock exchange") is guaranteeing its acceptance of the payment duty with the amount of *[amount of money*<sup>7</sup>] to be paid to *[name of the client]* (hereinafter to be referred to as "client") based on the Government bonds<sup>8</sup> possess by the tenderer.

The duty of payment will be implementable under the following circumstances:

- (1) The tenderer withdraws its proposal before the end of the tender validity period indicated in the tender form;
- (2) The following circumstances occur due to the Tenderer's action or attitudes after the client grants the contract rights within the tender validity period:
  - (a) Tenderer did not sign the contract in compliance with the Instructions to Tenderers;
  - (b) Tenderer did not deliver the performance security in accordance with the Instructions to Tenderers; and
  - (c) Tenderer did not accept the corrections of errors of the tender price made by the client in accordance with the Instructions to Tenderers.

The Government bonds will be transferred without any resistance immediately after the receipt of statement by the client that indicates the occurrence of one of the above-mentioned circumstances and requires the implementation of the payment duty for the amount indicated above.

This guarantee will be valid for 28 days after the tender validity period ends or until *[specify the date]*. The client is obliged to inform the bank about any requirements within this period.

Yours Respectfully,

\_signature of the authorized person of the bank/stock exchange name and the position

Stamp of the bank/stock exchange

Date:

Address:\_

<sup>8</sup> The repayment date of the Government bonds must be after more than 3 months from the date of tender opening.

<sup>&</sup>lt;sup>1</sup> The amount of the guarantee must be expressed in the currency of tender or a currency acceptable by the client and indicated both in numerals and letters. Monetary value of the gurantee must be the same as that indicated in the Article #21.1 of the Instructions to Tenderers.

#### 5 Form #TSF-4

#### Statement of Grants of Contract Rights

(Must be prepared on the client's official printed form of letter)

[Date]

*To: Mr./Ms./Mrs.* \_\_\_\_\_\_ *director, [name of the contractor]* 

Subject: Grant of the Contract Rights

1 am here informing you that our organization has accepted your proposal submitted on *[date]* for *[name and No. of contract and tender selection indicated in the special conditions of the contract]* with the tender price *[contract price in numerals and letters]* after it was corrected and adjusted<sup>9</sup> in accordance with the indications of the Instructions to Tenderers.

Please sign the contract form and deliver it within *[numeral<sup>10</sup>]* days after receiving this statement.

Failure of delivering performance security within 21 days since the receipt of this statement will be a basis to invalidate the contract rights.

The contract form and the conditions have been attached.

Name of the client organizations:

Stamped signature of authorized official:

Position and name:

Address:

 <sup>9</sup> If it is unnecessary, the terms "correction" and "adjustment" will be deleted. Please see the "Note for the prototype contract form" on the next page.
 10 It must be the same with the numeral indicated in the #33.2 of the Instructions to Tenderors.

# Chapter 4. Technical Specifications

### 1 Basic services

- 1.1 During the term of the Project, the Contractor shall collect, remove, transport, and dispose of all non-hazardous Solid Waste as defined herein and shall be solely responsible to furnish all Staff and Equipment, in a manner consistent with the Contract and considered good professional practice, and to the satisfaction of Client.
- 1.2 The Contractor shall collect and haul to the designated disposal site, within the operational hours of that facility, Solid Waste originating from all residential properties.
- 1.3 The Contractor shall make waste collection agreement with all business entities that are discharging non-hazardous waste within the collection area. In the event, the business entities are not agree to make an agreement with contractor, the contractor shall report to the Client to fined any solutions.
- 1.4 The contractor shall be responsible to clear illegal dumping which made by non-hazardous waste within the collection area.
- 1.5 The Contractor shall not be required by Client or any Generator to collect Hazardous Waste. Any discharge of Hazardous Waste shall be reported to Client within two hours, and it shall be the responsibility of Client and/or the Generator to promptly resolve safe management of the Hazardous Waste.

#### 2 Commissioning period

- 2.1 The Commissioning Period comprises the one week prior to the Commencement Date. During the Commissioning Period the Contractor shall notify Generators about the details of the new Services to be provided under this Project.
- 2.2 The Contractor shall instruct Generators about waste placement and disposal requirements. The Contractor shall also advise the Generators about the mechanisms to address incomplete performance by the Contractor or other complaints.
- 2.3 During the Commissioning Period, the Contractor shall fully prepare for the performance of Services, and shall obtain any additional vehicles and equipment required to train the Contractor's Staff, and shall secure any other facilities as it may require.

#### **3** Generator education and compliance

- 3.1 The Contractor shall, with the assistance of Client, educate the Generators about the Service and shall provide and distribute information about the rights and responsibilities of the Generators. The Contractor shall during the Commissioning Period prepare such information and submit same to Client for approval, which approval shall not be unreasonably delayed or withheld.
- 3.2 It is the Contractor's responsibility to instruct Generators to place Bags, Bundled Waste, Household Bins and Waste Containers at curbside or as close as practicable to collection vehicle routes by a specified time on the designated days of collection service.
- 3.3 After the Commissioning Period, the Contractor's Staff shall record and report to the Contractor's representative the time and location of any unauthorized, illegal, or clandestine dumping of Solid Waste that they observe. These reports shall be sent to Client the following

#### Chapter 4 Technical Specifications

working day. It is the Contractor's responsibility to remove all unauthorized, illegal or clandestine dumps of Solid Waste within the Location.

#### 4 Hours of service

- 4.1 The contractor shall collect the discharged waste following the time table below.
- 4.2 In the event of absent of collection and transportation works, the contractor shall appoint alternative contractor to carry out the Service. The cost incurred from alternative appointment shall be bear by the contractor.

#### 5 Waste collection frequency

- 5.1 The contractor shall collect the discharged waste 6 days per week. The contractor shall collect the discharged waste completely at the time of collection table is shown in attachment (Table 4-5).
- 5.2 The waste collection day is fixed on Monday to Saturday.

#### 6 Holidays

- 6.1 If a public holiday occurs or falls on collection days, the collection ordinarily made on that day by the Contractor may be made by the Contractor on the proceeding day or the next succeeding day. The Contractor will determine whether to observe holidays as non-collection days, and shall notify Client of said determination as soon as practicable. The observance of a holiday in no way relieves the Contractor of its obligation to provide collection service specified within this contract.
- 6.2 The contractor shall obtain approval from client for No collection service during special holiday such as Naadam and Tsagaan sar.

# 7 Locations and services

- 7.1 The Location of the Service to be provided under this Project is defined in attachment (Figure 4-1). The Contractor shall be fully responsible for the removal of all non-hazardous Solid Waste within the Location.
- 7.2 The Contractor shall provide a complete Solid Waste collection service throughout the Location and will be responsible for providing appropriate Equipment to cater for varying conditions, including road, topographical and settlement, within the Location.
- 7.3 The Services will comprise, but not be limited to Bags, Bundled Waste and waste storage facilities including: Public litter bins, Waste Bins, Household Bins, Waste Containers and Community Containers.
- 7.4 All waste storage facilities shall be carefully handled by the Contractor's Staff and shall be thoroughly emptied and left at their original point, standing upright, with any cover in place.
- 7.5 Estimated waste discharged amount is shown in attachment (Table 4-5).

#### 8 Indiscriminate dump site

8.1 The Contractor shall notify Client in writing within 24 hours of the occurrence of an indiscriminate dump site in their Location.

#### Chapter 4 Technical Specifications

8.2 The Contractor shall, having first sought the approval of the Authorized officer, erect anti litter signs at problematic areas with the Location.

### 9 Claims from Generator

9.1 In the event, the client receives a claim from Generator who lived in the Location. The contractor shall survey the contents of claim and its report to the client without any delay. If the reason of the claim is arising from the Contractor's Services, the Contractor shall solve the claim by his own expenses.

#### 10 Vehicles

- 10.1 The Contractor's vehicles and equipment used for performing Services shall be adequate to perform the Services required by the Project as may reasonably be determined by Client from time to time.
- 10.2 For the collection of non-hazardous Solid Waste specialized collection vehicles shall be used. These fully contain the waste, eliminating potential nuisances such as odors, windblown litter and uncontrolled leachate discharge.
- 10.3 The Contractor shall paint all vehicles used for the routine collection of non-hazardous Solid Waste in the same color as the uniforms provided to the workers. The Contractor's name, telephone number, and vehicle number shall be visibly displayed on all collection vehicles in letters and figures not less than fifteen (15) cm high.
- 10.4 As vehicles and equipment become fully depreciated or reach the end of their useful life, the Contractor shall immediately purchase, rent, or lease vehicles and equipment to satisfy such requirements or replace such retired vehicles and equipment.
- 10.5 The Contractor shall ensure that all vehicles are registered and operate in compliance with all applicable laws and regulations.
- 10.6 The Contractor shall keep all vehicles and equipment used for performing Services in good repair, appearance and sanitary condition. All vehicles shall be washed and thoroughly disinfected every day.
- 10.7 All lights, horns, warning devices, mufflers, fuel tanks and emission controls on said vehicles and equipment shall be kept operable at all times, with an average fleet downtime of no more than twenty five percent. A sufficient supply of spare parts shall be kept on hand to ensure the timely and continuous fulfillment of this Project.
- 10.8 When vehicles are down for maintenance or repair, it shall be the Contractor's obligation to provide a replacement vehicle from the spares in its fleet or a comparable replacement through rental or leasing arrangements.
- 10.9 All vehicles and equipment shall be operated by qualified and licensed operators.
- 10.10 All vehicles shall be sufficiently secure so as to prevent any spilling or littering of Solid Waste. No vehicles shall be willfully overloaded.
- 10.11 All vehicles shall maintain a log of time and movement, including: departure time from the parking area at the start of work, arrival time at and departure time from the officially designated discharge location, and arrival time at the parking area at the end of work.
- 10.12 Vehicles which have their loads weighed or measured shall have this data included in their logs. Downtime and the nature of any break down and repair activities shall also be recorded.
Data from the vehicle logs shall be collated and presented in a monthly report of service delivery from the Contractor to Client. In addition, Client shall have access to the vehicle logs upon demand.

#### 11 Vehicles routes and logs

- 11.1 The Contractor shall provide Client with the planned and scheduled route for each vehicle, so as to facilitate monitoring of performance of all work to be conducted under this Project.
- 11.2 All employees of the Contractor shall perform their duties in accordance with the planned and scheduled routes assigned to them. Whenever routes are changed by the Contractor, the Contractor shall provide Client with the new routes, and a justification for the changes, within one day of the changes. The Contractor shall make all driver's logs and records available for inspection on a daily basis, and whenever requested by Client. Generators who will be affected by the change must be notified at least one day prior to such change being effected.

#### 12 Waste disposal

- 12.1 The Contractor shall transport the collected Solid Waste to Naragiin Enger Disposal Site located in Songinokhilkhan District, Ulaanbaatar City.
- 12.2 The Contractor shall at all times properly discharge solid wastes only to officially designated disposal facilities during their official hours of operation. No dumping of Solid Waste shall be made to drains, sewers, open lands, quarries, rivers, channels, swamps, or other locations not officially designated. The Contractor shall at all times supervise its workers and inspect their activities to ensure that unauthorized dumping does not occur.
- 12.3 The Contractor shall transport and discharge collected waste to NEDS.
- 12.4 The Contractor repeat the illegal dumping may result in the termination of the Contract, revocation of the license, and other punitive action prescribed by law.
- 12.5 The assigned disposal site may be closed and a new disposal site developed during the period covered by this Project. If the contractor is required to transport waste a further distance exceeding 10 km as a result, Client shall modify the Contract Price to compensate the Contractor for additional transit distance/time.

#### 13 Tipping fees

13.1 At the commencement of the Project there will be no Tipping Fees at the NEDS. However, when new engineered sanitary landfill sites are constructed Contractors may be responsible for the payment of all Tipping Fees levied. The Contract Price shall be renegotiated at an appropriate time to reflect this potential additional expense to the Contractor.

#### 14 Service additions and deletions

14.1 The Service shall be extended to all new or additional Generators, units and streets in the Location immediately upon request by Client or by the Generator. The Contractor shall provide this extension within the Contract Price. Any Variation to the Services will be taken into account on each anniversary of the Commencement Date (the Review Date) when the Contract Price is reviewed, and such increase or reduction shall take effect in respect of the twelve month period commencing on the relevant Review Date.

#### 15 Regulatory framework

15.1 The Client shall implement the Regulatory Framework. The Client shall inspect Generators for compliance with regulations regarding use of proper receptacles for Solid Waste storage, collection, disposal, littering, unauthorized dumping and management of Hazardous Wastes.

#### 16 Uniforms

16.1 The Contractor shall provide readily recognizable, brightly colored, shirts (or vests) and pants of a single design and color to all its workers, to be worn at all times when performing Services under this Contract, so that they can be readily observed and their performance can be readily monitored. Uniforms shall be kept clean and in good condition and replenished as they become worn or damaged, and on at least a semi-annual basis.

#### **17 Protective equipment**

- 17.1 The Contractor shall provide protective shoes and gloves to all workers, for use at all times during performance of services under this Project.
- 17.2 Protective equipment shall be kept clean and in good condition, and replaced by the Contractor as it becomes worn or damaged, and at least on a semi-annual basis.
- 17.3 The Contractor shall be responsible for providing regular medical check-ups for its Staff, on at least a semi-annual basis, and for providing a program of suitable inoculations, having first obtained medical advice from a medical practitioner.

#### 18 Liability & Indemnity

- 18.1 The Contractor shall hold harmless, defend and indemnify the Client of the local government, and any Generator from claim or damage arising from the actual or alleged negligence of the Contractor in the performance of the Services and from any willful, or criminal acts allegedly occurring during the Services, including the time when the Contractor vehicles are in transit.
- 18.2 The Contractor shall carry full comprehensive (all risk) vehicle insurance and general liability insurance coverage with insurance companies reasonably acceptable to the Client throughout the term of this Contract and throughout any extension or renewal thereof, providing for replacement value in the case of theft or damage, and liability in the case of accident.
- 18.3 Prior to the Commencement date under this Contract, certificates of insurance or verified copies of all insurance policies shall be provided to the Client, together with a certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended or terminated without thirty (30) days written notice having been given to the Client. If the levels of coverage and policy conditions outlined in the insurance policies do not meet the requirements of the Client, the Contractor will be required to obtain additional coverage prior to the start of work. All insurance policies shall be renewed at least fifteen days before expiry. The Contractor shall furnish the Client with adequate evidence that the Contractor has obtained and is maintaining in force Worker Compensation and Employee's Liability insurance to cover immediate expenses and long-term costs, including loss of income, related to injury and disability obtained during and from work operations.
- 18.4 The proceeds of such insurance, upon payment after any loss, shall be used in a manner prescribed by the Client. If the proceeds of such insurance, upon payment after any loss, are not adequate to compensate for the loss, the Contractor shall be responsible to make full compensation.

18.5 The Contractor shall, upon demand of the Client, at the Contractor's sole cost and expense, defend and provide attorneys to defend the Client, Client's office Officer, and Client's office staff, against any and all claims, actions or suits brought against them, arising or resulting from or in any way connected with the above-mentioned operations, defaults, negligence, or performance failures.

#### 19 Performance Monitoring

- 19.1 The Contractor shall allow the Client, including the designated officer and the Client's staff to have access at all times to inspect the work being conducted under this Contract, to inspect all records and documents maintained by Contractor regarding work performed under this Contract, and to inspect the Garage, including spare parts inventories, stores, and workshop repair facilities.
- 19.2 The Client has responsibility for monitoring and controlling the Services conducted under this Project. The Client may assign this responsibility to the Client's staff including health inspectors and police working with other departments of government, and/or may separately contract with a private Contractor called the monitor for monitoring services.
- 19.3 All work conducted under this Project shall be subject to performance monitoring by the Client and/or the Client's officially designated independent monitor. The Contractor shall cooperate fully with the efforts of the Client and the monitor to monitor and control the Services.
- 19.4 The Contractor shall establish and operate a complaint and public liaison office within its assigned zone of service. The Contractor shall also establish and operate a telephone line with a full time answering service or machine at the said office for receipt of complaints and public comments. Said office shall have at least one responsible person in charge and present during collection hours and shall be open during all collection hours.
- 19.5 A complete log of all communications is to be maintained, including a record of actions to follow-up on any complaints or comments. The Contractor shall make the log and record available for inspection whenever requested by the Client and/or its monitor. The Contractor shall respond to all complaints regarding the Services provided under this Contract in a courteous and prompt manner within .10 days.

#### 20 Financial Penalties

20.1 For the purpose of assessing whether financial penalties are recoverable by the Client from the Contractor the following method shall be applied;

Each Notice issued shall correspond to the following default points;

Rectification Notice	:	-1 point
Default Notice	:	-2 points
Supplementary Default Notice	:	-3 points

- 20.2 Definition of Notice
  - (a) At any time after the commencement date of the contract the Client may investigate each case where the Contractor has failed to properly perform the Services in accordance with the provisions of the Contract. Where the Client is satisfied that in any particular case the Contractor has failed to perform the Services completely in accordance with the provisions of the Contract, the Client shall be entitled to issue to the Contractor a notice instructing the Contractor to remedy the failure within a reasonable period of time (<u>Rectification Notice</u>).
  - (b) In addition, where the Service which has not been performed in accordance with the

Contract is, of such a type and/or provided at such a frequency that the issuing of a Rectification Notice would be inappropriate and of no effect, the Client shall be entitled to issue a <u>Default Notice</u>.

- (c) If the Contractor fails to remedy the Services deficiency which is the subject of a Rectification Notice, the Client shall be entitled to issue a Default Notice. Further failure on the part of the Contractor to remedy the Service deficiency may result in the issuing of <u>Supplementary Default Notice</u>. Each Default and Supplementary Default Notice will require the Contractor to remedy the Service deficiency within a set or defined period.
- (d) Without prejudice to the generality of the foregoing, the following matters shall be included in the types of Services deficiencies for which notices may be issued.
  - Failure to properly collect, in compliance with the schedule, any solid waste within the location
  - Failure to clear spillages within the location
  - Unsafe Working Practices
  - Misuse of Vehicles and Equipment
  - Overloading of Vehicles
  - Failure to make returns and reports
- (e) All Notices shall be recorded and used by the Client in determining the Contractor's overall Services performance and shall also be used in determining Financial Penalties and whether the Client may terminate the Contract.
- 20.3 In the event of incidents of the Contractor's failure to properly perform the Services the Contractor shall be liable to Client for the costs incurred thereby to be calculated as set out below;

Default Points in any month	Deduction from monthly installment
0-20	1.0%
21-40	2.0%
41-60	5.0%

#### 21 Termination

This clause shall be refer to Chapter 5.56 and Chapter 5.57

#### 22 Methodology Statement

- 22.1 The Contractor shall provide a methodology statement which should broadly explain their overall approach to the Project.
- 22.2 The Contractor shall complete the attached Table 4-1 which details specific information relating to collection methodology and frequency within specific communities.
- 22.3 The Contractor shall also detail, on the appropriate maps provided, their approximate daily collection routes. Separate maps may be submitted for each collection day or alternatively color coded daily routes can be placed on a single map as long as the information is clearly legible.

#### 23 Submission of optional proposals

23.1 If the submission of optional proposal is allowed in Chapter 2 Data table for tender selection

(DTTS) . The Contractor shall be required to submit Tender price for Original and Optional proposal and shall be required following documents for Optional proposal.

- > Collection route and point Map which covered with collection area.
- > Frequency and Time table of the waste collection

## 24 List of Equipment and Personal

24.1 The Contractor shall be filled up provided form Table 4-2, Table 4-3 and Table 4-4 for their equipment details and personals which will be involved for this project.

Location	Location Weste Collection			Waste Storage	Vehicle and Staff Specification		
Name	Number of Households	Curb side (Curb side collection or Community containers	Frequency of Services (Specify which days per week)	Type of waste Storage facility(s) (Plastic bass/community container/ Household bin etc.) to be provided by contractor (Include numbers & capacities where appropriete)	Location(s) of Storage facility(s) (Specify exact locations of community containers -if- relevant)	Type of Vehicle details (Rear loading Compactor/Skip etc) (Include numbers and capacities)	

#### Table 4-1: Waste Collection Methodology

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#### Table 4-2: List of Personals

Staff	Administrative	Technical	Supervisors	Drivers	Operators
Numbers presently employed					
Total numbers to be employed under the Project					
Proposed source of additional staff					
Mobilization period for additional staff					
Number of expatriates employed					
Number of regional personal employed					
Number of Ulaanbaatar City citizens employed					

Table 4-3: Existing Equipment						
Description	Manufacture	Model	Year of Manufacture	Condition	Ownership (state who owns the equipment)	

**4-1**1

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#### Table 4-4: Proposed Equipments

Description	Manufacturer	Model	Year of Manufacture	Tobe purchase orhired	Obtained from where	How financed	Mobilization period

#### 25 Attachment

#### 25.1 Collection Time Table

Table 4-5: Collection Time Table	

s.			Freq.	Col	Col.							
Day		Sources	(times/	Hours	Amount	Mon	Tue	Wed	Thu	Fri	S	at
			week)	mours	(kg)							
	Morni	ng Trip:										
	1	Selbe houses/Orchlon	6	0:24	532	9:00		9:00		9:00		
	2	Macro Centre	3	0:13	312		•••>					
	3	Apart-9/1 & 5/1	3	0:13	197							
	4	Music and Dance College	3	0:24	519		••• <b>&gt;</b>					
	5	Apart-39	3	0:08	208			1				
	6	Apart-4	3	0:13	409							
	7	Apart-6	3	0:17	409							
	8	Apart-5	3	0:08	409							
	9	Apart-5A	3	0:09	358	12:30		12:30		12:30		
Ē		Expected Trip Waste (kg)				3352		3352		3352		
1,1												
/ec	Aftern	oon Trip:										
12	1	Odkon Co., Ltd	1	0:03	236					14:50		
l ŭ	2	Craft atilier	3	0:12	355	14:50		14:50				
ĬŽ	3	Apart-18 (15)	3	0:13	59							
	4	Apart-7A	3	0:17	709							
	5	Tanii delguur	3	0:06	153							
	6	Tegsh AOU/Panda's Villa	6	0:18	436							
	7	Tegsh's businesses	6	0:05	55							
	8	Sunny and trade	3	0:14	255							
	9	Business of Apart-13 (11)	6	0:08	22							
	10	Duciness of A part 4	0	0:05	129							
	11	Business of A part 5 A	0	0:09	138	18:00				19:00		
	12	Chingeltei Electricity Supply	3	0.06	42	16.00		18:00		18.00		
	15	Expected Trip Waste (kg)	5	0.11	155	2312		2465		2548		
		Expected Inp waste (kg)				2012		2405		2340		
	Morni	ng Trip:										
	1	Selbe houses/Orchlon	6	0:24	532		9:00		9:00		9:6	00
	2	Democratic Party	1	0:02	10							
	3	Apart-9	3	0:11	414							
	4	Apart-8	3	0:21	296							
	5	Apart-7	3	0:30	632		•					7
	6	Apart-10	3	0:45	1270		12:30		12:30		12:	30
		Expected Trip Waste (kg)					3153		3153			3153
	Aftern	oon Trip:										
1 ti	1	Rehabilitation clinics	3	0:20	657		14:50		14:50		14	:50
S	2	Nova furniture	3	0:06	100			•••				
l ĝ	3	Frame factory	1	0:08	100							
LP	4	Apart-36 (Selbe-2)	3	0:18	260			•••				
6	5	Pizza romania, Khaliun trade e	3	0:18	290							
Ē	6	Auto wash	3	0:06	58							
	7	Food market	3	0:07	580							
	8	Tegsh AOU/Panda's Villa	6	0:18	436							
	9	Tegsh's businesses	6	0.05	.50							
	10	Anart-13 (11)	3	0.14	255			>				
	11	Business of Apart_13 (11)	6	0.09								
	11	Somkson & GoM	6	0.00	55							
	12	Dusings of A part 4	0	0.00	120							
	13	Dusiness of Apart-4	0	0:09	138		10.00		10.00		_	
	14	Busifiess of Apart-SA	0	0:06	42		18:00		18:00		10	/
	15	Sinne and Selde Dars	1	0:16	355		1000		3000		18:	2225
	l ation d	Expected 1 rip waste (Kg)	Travel	hours	(1) Kha	roo to NEE	<u>2980</u>		Vhoroc=>	1.20 (brack	inch	<u>3333</u>
Cont	<u>Sometron darys</u> of the weak $(1)$ Collection hours: (1) Collection hours: (2) NED Sto $N(0,00-2)$ . Sto $(10,00-2)$ (2) NED Sto $N(0,00-2)$ . Sto $(10,00-2)$ (3) Other Heldurd (1) Number of this set 2) per weak $(1)$ Collection hours: (1) Collection hours: (2) NED Sto $N(0,00-2)$ . Sto $(10,00-2)$ (3) Other Heldurd (1) Number of this set 2) Per weak $(1)$ Collection hours: (1) Collection hours: (2) NED Sto $N(0,00-2)$ . Sto $(10,00-2)$ (3) NeD Sto $(10,00-2)$											

25.2 Waste collection route



Figure 4-1: Waste collection points and collection sequence

# Chapter 5. General Condition of Contract

## A. General Provisions

#### 1 Terms and Definitions

1.1 The terms are written in **bold** fonts.

Phased work schedule /volume of work The schedule includes prices for works of phases (or volume of work) and submitted by the contractor together with the proposal.

Conditions of compensation Conditions indicated in the Article #41 of the General Conditions of the Contract.

Date of completion The date which the Project Manager certified the completion of the works, it shall be compliance with the Chapter 5.52.1.

Contract The contract established between the client and the contractor on implementation and completion of the works and conduct of the operation and maintenance. The contract consists of the documents mentioned in the Chapter 7 of the contract form.

Contractor The Contractor who submitted the proposal shall be accepted by the client.

Proposal (or Tender) Complex of documents shall be prepared and submitted by the contractor in accordance with the client's conditions and requirements.

Contract price The price indicated in the Statement of Contract Rights Grant and adjustable in accordance with relevant Articles of the contract

#### Days or Months are those of the calendar.

Work-day Costs, amount of which are estimated based on the worked periods of workers and equipments (man-hour or machine-hour)

Breaches and defects Works are not conducted in accordance with the contract or with defects in quality and violated the design drawings and the technical specification.

Statement of breach and defect elimination The guarantee made by the Project Manager after the contractor eliminates the breaches and the defects.

Warranty period Period indicated in the special conditions of the contract which starts from the completion date of work. During this period, the contractor will be obliged to fix breaches and defects.

**Drawing** Approved design drawings or plans and approved estimations and other relevant information prepared by the Project Manager in relation to the drawings and plans.

Client Entity who is hiring the contractor for implementation for the work

Equipments Contractor's machinerics, mechanisms and vehicles brought to the worksite temporarily to utilize on implementation of the works.

Initial price of contract (or "Initial contract price") The contract price indicated by the client on the statement of contract rights grant.

Planned date of completion The date set in the contract for completion of works.

Modification of the planned completion date can only be based on orders by the Project Manager.

Material All kinds of construction, raw materials, components, parts and other items to be used by the contractor for implementation of the works

Facility Constituent part with mechanical, electrical and chemical or biological functions

Project manager Person indicated in the special conditions of the contract and responsible for monitoring of work implementation and contract management (or person appointed by the client to deputize the project manager and informed to the contractor).

Worksite Area defined in the special conditions of the contract.

Report of worksite survey Report attached to the tender document which explains the conditions of the surface, soil, climate conditions and environmental assessment in the work field.

**Technical specification** The technical specification set for the works of the contract and its amendments made or approved by the Project Manager.

**Date of commencement** The date on which the contractor commences the works. The date will be indicated in the special conditions of the contract. Not necessarily be the same with the commencement date of work field management.

Subcontractor Entity signed contract with the contractor on implementation of a part of the works indicated into his contract.

By-work Work of planning, installation and removal necessary that for the contractor to conduct before construction of facilities or implementation of the works.

Alteration Instructions given by the Project Manager on altering the works

Works Works defined in the special conditions of the contract that must be implemented by the contractor and transferred to the client.

#### 2 Explanation

- 2.1 Singulars written in the general conditions of this contract may stand for plurals and vice versa. Titles will not be paid significance. Words will be understood with their direct meanings if there are no special indications. Explanations and clarifications about the contract conditions will only be made by the Project Manager.
- 2.2 If the special conditions of the contract indicated to complete the works by phases or partially, the terms of the general conditions such as works, completed date of work and planned date of completion will be applied to each part of the works.

#### 3 Language of contract and Law

3.1 The language of contract shall be made in Mongolian and applicable law is laws of Mongolia will be indicated in the special conditions of the contract.

#### 4 Decision by the Project Manager

4.1 If it is not indicated specifically in the contract, any decision related of the contract will be made by the Project Manager on behalf of the client.

#### 5 Transfer of rights and obligations

5.1 The Project Manager is allowed to transfer his duties to the other party for a period of time. However, the contractor must be informed before the transfer and the return of the Project Manager's rights and obligations.

#### 6 Communication

6.1 The communication between the parties about the general conditions of the contract will be valid as long as they made in writing. Written statements will become valid when received by the other party.

#### 7 Subcontracting

7.1 Subcontracting is allowed if the Project Manager accepts; however, it is prohibited to contract part of the works defined in the contract out to a third party without any written permissions by the client. Subcontracting will not alter the obligations of the contractor.

#### 8 Other contractors

8.1 The contractor is obliged to provide the other contractors with opportunity to utilize the work field jointly for the periods indicated in their schedules in accordance with the indications of the special conditions of the contract. The contractor should provide these entities with necessary work instruments and services as indicated in the schedule. The client is authorized to amend the other contractors' schedules and obliged to inform the contractor about the amendments.

#### 9 Labor force

- 9.1 The contractor will employ proper person(s) for functions indicated in the schedule of the major expert which was mentioned in the special conditions or those accepted by the Project Manager. If the contractor requests to replace the major expert, the Project Manager will approve the request as long as the skills of the expert recommended by the contractor match or over satisfy the requirements set in the above mentioned schedule.
- 9.2 If the Project Manager demands the contractor to terminate employment of one of his workers based on justifiable reasons, the contractor must release the worker from his duty within a week and will not allow him again to participate in the implementation work.

#### 10 Risks undertaken by the client and the contractor

10.1 The client and the contractor will undertake the risks indicated in the contract as client's risks and contractor's risks respectively.

#### 11 The client's risks

- 11.1 The client will undertake the following risks from the date of work commencement till the receipt of statement about the climination of breaches and defects:
  - (a) Risks related to injuries, deaths and losses or breakdowns of properties occurred during or due to the following (risks related to works, facilities, materials and equipments will be excluded):

- (1) Utilization of the work field in due manner of the contract and the incident was unpreventable; and
- (2) Improper use of authorities, irresponsible actions and violation of obligations by the client or parties other than the contractor's employees.
- (b) Risks of breakdowns in works, facilities, materials and equipments resulted from the client's fault, errors in the client's drawings or conditions of force majeure.
- 11.2 Risks of breakdowns in or losses of works, facilities and materials occurred during the period from the completion date, on which statement of breach and defect elimination received, due to other reasons than the below-mentioned will be undertaken by the client:
  - (a) Breaches and defects detected on the date of completion;
  - (b) Breaches and defects occurred before the date of completion that will not be a part of the client's risks; and
  - (c) Breaches and defects resulted from activities of the contractor on the work field after the date of completion.

#### 12 Contractor's risks

12.1 The contractor will undertake the risks resulted from injuries, deaths and losses or breakdowns of properties (including but not limited to works, facilities and materials) as well as those that must not be undertaken by the client for the period from the date of work commencement to the issue date of statement of breach and defect elimination.

#### 13 Insurance

- 13.1 The contractor must take out insurances against the following circumstances relevant to the contractor's risks on behalf of him and the client for the period from the date of commencement to the expiry date of the warranty. The amount of the insurances must be same with that indicated in the special conditions of the contract.
  - (a) Losses of and breakdowns in the works, facilities and materials;
  - (b) Losses and breakdowns of equipments;
  - (c) Losses and breakdowns of assets (works, facilities, materials and equipments) in relation to the contract implementation; and
  - (d) Injuries and deaths
- 13.2 The contractor must deliver the insurance policy and certificate to the Project Manager for his approval before the date of commencement. The insurance should be taken with the amount of the special conditions of the contract in order to compensate damages of the circumstances mentioned in the Chapter 5.13.1.
- 13.3 If the contractor failed to deliver the insurance policy or certificates, the client should take the insurance and the deduction the insurance payment from the amount to be paid by the client to the contractor. If the client has no duty of payment to the contractor, the insurance payment will be the debt of the contractor to the client.
- 13.4 Alteration of the insurance conditions without the permission of the Project Manager is prohibited.

13.5 Both parties must meet all the insurance conditions.

#### 14 **Report of worksite survey**

14.1 When preparing the tender proposal, the contractor must use the report on worksite survey that was mentioned in the special conditions of the contract and other information designated for Contractors.

#### 15 Questioning on the special conditions of the contract

15.1 The Project Manager will clarify and prepare explanations based on the questions about the special conditions.

#### 16 Work implementation by the contractor

16.1 The contractor should implement the works in accordance with the technical specification and the drawings.

#### 17 Completion of the work in due time (by the planned date)

17.1 The contractor must start the works on due date of commencement, implement in accordance with the work program prepared by him and the clarified work program approved by the Project Manager, and finish the works on the planned date of completion.

#### 18 Guarantee by the Project Manager

- 18.1 The contractor must deliver the technical specification and drawings of the by-works proposed by him to the Project Manager. If these are compliant with the technical specification and drawings of the works, the Project Manager will approve.
- 18.2 The contractor is responsible for the design drawings for the by-works.
- 18.3 Approval of the by-works by the Project Manager does not alter the obligations of the contractor related to the design drawings of the by-works.
- 18.4 If necessary, the contractor must obtain permissions of other organizations which are relevant to the drawings of the by-works.
- 18.5 The Project Manager should approve all the drawings prepared by the contractor for the by-works before the commencement of the works.

#### 19 Safety

- 19.1 The contractor will be responsible for the safety of all the activities to be conducted on the work field.
- 19.2 The contractor must take all measures necessary to protect facilities and buildings being constructed by him from natural disasters and unexpected casualties and adhere to any due requirements set by environmental, sanitary and emergency authorities in relation to the works.
- 20 Finds
- 20.1 Any historical and heritage finds discovered at the worksite will be the property of Mongolia.

The contractor must inform the Project Manager about finds if there are any and adhere to the instructions of the Project Manager.

#### 21 Utilization of the work field by the contractor

- 21.1 The client will hand-over all necessary documents related to the work field (permissions for dismantlement, movement and suspension of operation of all types of buildings, facilities, engineering lines, roads and railroads of the work field, technical specifications and drawings that define sources of electricity, heating, steam, water supply, waste water lines, telephone and radio to be connected to the concerned building, permission of construction works and other relevant documents) to the contractor and authorize him to utilize all the territory of the work field.
- 21.2 If the client did not authorize the contractor to utilize a certain part of the work field in due time indicated in the special conditions of the contract, it would be considered that the client had interfered in the due commencement and these will a basis for duty of compensation.

#### 22 Entering the work field

22.1 The contractor is obliged to allow the Project Manager or person authorized by the Project Manager to enter the work field and any places where works related to the contract are being conducted.

#### 23 Instructions

23.1 Any instructions made by the Project Manager must be compliant with the Laws of Mongolia and must be obeyed by the contractor.

#### 24 Settlement of disputes

24.1 If the parties are not able to reach an agreement on the disputes related to the implementation of the contract obligations, a claim will be filed to the court.

## **B. Period monitoring.**

#### 25 Work program

- 25.1 The contractor will prepare a work program that contains all information necessary for implementation of the works such as operational methodology, organization, procedures, work implementation period and other information and deliver it to the Project Manager for his approval in due time indicated in the special conditions of the contract.
- 25.2 During the clarification of the work program, the following items must be reflected. These are progress and achievements of each activity, their impact on periods during which the remaining works are implemented and changes in procedures of activities.
- 25.3 The contractor will deliver the clarified work program to the Project Manager for his approval in due time indicated in the special conditions of the contract. If the contractor did not submit the clarified work program, the Project Manager will deduct the amount specified in the special conditions from the next payment to be paid to the contractor. The Project Manager also allowed suspending the payment until the following settlement from the date of submission of the program.

25.4 Approval of the work program by the Project Manager will not alter the contractor's obligations. The contractor can submit the work program in any time after any adjustments. Adjusted work program should contain the impact of the changes on the payment conditions.

#### 26 Extension of the date of completion

- 26.1 If conditions of compensation are met or the contractor become not able to complete the works by the planned date of completion without additional costs due to alterations, the Project Manager will extend the planned date of completion.
- 26.2 The Project Manager will make decision on whether to extend the date of completion (and if to extend how long the extension period will be) within 21 days after the submission of contractor's request for extension and relevant explanations If the contractor did not warn the slow progress in advance or did not manage to cooperate on fixing the situation, these will not be considered as basis for renewal of the date of completion (translator: the meaning in the original was not clear).

#### 27 Postponement of the dates by the Project Manager

27.1 The Project Manager is authorized to give instructions to the contractor to postpone the commencement of an activity of the works.

#### 28 Meeting

- 28.1 Either the Project Manager or the contractor is allowed to demand the other party to participate in work meetings. During the meetings, the progress of the work will be verified and problems will be solved in accordance with the rule of precaution.
- 28.2 The Project Manager prepares minutes of the meetings and distributes copies of the minutes to the attended parties. The Project Manager also allocates necessary assignments to the parties during or after the meetings and informs all the parties about the assignments in written statements.

#### 29 Rule of precautions

- 29.1 The contractor is obliged to precaution the Project Manager against situations that may affect the quality, and contract price and implementation period. The Project Manager is authorized to require the contractor for information about the possible affects of occurred situations on the planned date of completion and the contract price. The contractor should deliver the necessary information as soon as possible.
- 29.2 The contractor will propose countermeasures to eliminate the above mentioned situation or to mitigate their impacts and cooperate with the Project Manager on implementation to his instruction.

#### C. Quality Control

#### **30** Detection of breaches and defects

30.1 The Project Manager shall examine the progress of the works and inform the contractor about detected breaches and defects. This examination should not affect the obligations of the contractor. The Project Manager is authorized to provide the contractor with instructions about a conduct of inspections or experiments for the purpose to detect any defaults, defects and

hidden problems.

#### 31 Experiment

31.1 If the breaches and defects are found during experiments conducted by the Project Manager's requests (but not by the requirements of the technical specification), the costs of the experiments will undertaken by the contractor. If no breaches and defects are found, it will be considered as a condition of compensation.

#### **32** Fixing breaches and defects

- 32.1 The Project Manager shall deliver statement of requisition to fix the defaults and defects before the completion date of quality guarantee period which is indicated in the special conditions of the contract to the contractor. The quality guarantee period will be extended until the defaults and defects are fixed.
- 32.2 The contractor is obliged to fix any defaults and defects with own funds in due time stated in the statement that the Project Manager delivered.

#### **33** Failure in fixing defaults and defects

33.1 If the contractor did not fix the defaults and defects in due time indicated in the statement delivered by the Project Manager, the Project Manager estimate necessary costs for fixing the defaults and the defects and claims it from the contractor.

## D. Cost Control

#### 34 Phased work schedule

- 34.1 The contractor should submit its clarified phased work schedule within 14 days after the requisition by the Project Manager. The activities reflected in the phased work schedule should be in accordance with those reflected in the work program.
- 34.2 If the price for materials to be used at worksite is decided to settle separately, the contractor is obliged to submit the estimation of the materials supplied for the worksite apart from the phased work schedule.

#### 35 Modification of the phased work schedule

35.1 The contractor amends or modifies the phased work schedule in order to reflect the changes in the implementation techniques and the work program decided by the contractor into the schedule. The prices in the phased work schedule must not be changed during the modification.

#### 36 Alteration

36.1 All the alteration must be reflected in the clarified work program and the phased work schedule prepared by the contractor.

#### **37** Payment resulted from alterations

37.1 The contractor will submit bill of quantities for the by-works resulted from alterations if Project Manager requires. The bill of quantities must be submitted within 7 days or before the

date the Project Manager set. After the examination of the bill of quantities, the Project Manager will give permission for the alteration.

- 37.2 If the Project Manager judges the bill of quantities submitted by the contractor unjustifiable, he is allowed to evaluate the contractor's costs affected by the alteration and approve the alteration based on his estimation.
- 37.3 If the Project Manager judges that a quick alteration must be made into the works or the works must be completed in due date, he will not require the submission of the bill of quantities. The alteration will be treated as a condition of compensation.
- 37.4 The contractor is not allowed to claim additional payment for costs which could have been saved if he had informed in advance.

#### 38 Budgeted cash flow

38.1 If the contractor clarified the work program or the phased work schedule, he should submit the budgeted cash flow statement to the Project Manager. The currency and the exchange rate in the statement must be the same as those of the contract.

#### **39** Statement of payment

- 39.1 The contractor must submit performance report of the implemented work to the Project Manager each month. The claimed amount in the report will be equal to the difference between the total costs and the amounts claimed before.
- 39.2 The Project Manager will check the implementation of the works and approves the amount of payment.
- 39.3 Estimation of the amount to pay for the implemented works must be based on the contract prices of the completed phase works that were indicated in the phased work schedule.
- 39.4 The amount of payment for the implemented works must contain the compensation and the costs of the additional works conducted due to the alteration.
- 39.5 If costs included in the claims of previous payments are reclaimed, the Project Manager will deduct the amount from the amount to pay.

#### 40 Payment

- 40.1 When making payments, advance payments and collateral must be subtracted from the amount. The client will pay the amount approved by the Project Manager to the contractor in the time indicated by the special conditions of the contract. In the events, the client did not make any payments to the contractor by due date, the fine for the delayed amount must be added to the amount of the next payment. The fine will be applied to the days between the due date of the payment and the paid date. The amount of the fine will be estimated based on interest rates of commercial loans prevailed during the period of concern for each type of the currencies.
- 40.2 If the amounts indicated in the previous statements (claims) increased due to a court decision or last statements, fine will also be paid to the contractor for the amount of increase (as this will be treated as delayed part of the previous payment). The fine will be estimated from the date when this amount of increase must have been paid.
- 40.3 If it is specified differently in the contract, all the payment and deduction will be settled in the currency of the contract.

40.4 The client should not pay for the jobs, unit and total prices of which are not specified, as the unit and total prices of these jobs are considered as included in the other jobs of the contract.

#### 41 Conditions of compensation

- 41.1 The following are the conditions to make compensation:
  - (a) The client failed in authorizing the contractor to utilize any part of the work field within the specified period for authorization of work field utilization;
  - (b) The client amended other contractors' schedules that affects the contractor's work implementation;
  - (c) The Project Manager decided to postpone works or did not provide the contractor with drawings, technical specification and instructions necessary for the implementation of works;
  - (d) No breaches and defects are found through additional examinations or experiments conducted by the contractor based on the Project Manager's orders;
  - (e) The Project Manager did not approve subcontracting without any justifiable reasons;
  - (f) The information about the soil condition supplied to the Contractors (including the report of work field survey) differed considerably from the results of soil analysis conducted in the work field.
  - (g) The Project Manager instructed the contractor to conduct additional works required by the situations resulted from the client's activities, safety and other reasons;
  - (h) The contractor lost time or paid additional costs because of situations resulted from the insufficient adherences by other contractors, local government, public service organization and the client to the schedule and conditions of the contract;
  - (i) Advance payment was not made in due time;
  - (j) The client's risks affected the contractor;
  - (k) The Project Manager delayed issuing the statement of work completion without any justifiable reasons; and
  - (1) Other conditions of compensation indicated in the contract or defined by the Project Manager.
- 41.2 If the conditions of compensation resulted in additional costs or interference with completion of the work in due date, the contract price must be increased and at a same time/or the planned completion date must be extended. The Project Manager will propose increasing the contract price and decide the extension of the completion date.
- 41.3 Every occasion that the contractor submitted a report that contains estimation of the contractor's costs affected by the compensation condition, the Project Manager will evaluate the estimation and adjust the contract price. If the contractor's estimation was considered unreasonable, the Project Manager will adjust the contract price based on his estimation. In doing so, it will be considered that the contractor will take necessary measures to eliminate any negative impact related to that occasion.
- 41.4 If the client's interest is affected considerably due to the contractor's failure in advance warning or cooperation with the Project Manager, the contractor will not be paid any

compensation.

#### 42 Tax

42.1 If taxes, fees and other kinds of payments are changed during the period from the date [same with the numeral indicated in the Article 13.3 of the Instructions to Contractors] days before the date of proposal submission to the issue date of the statement of work completion, the Project Manager will adjust the contract price. This adjustment, which will be same as the difference of the tax amounts to be paid by the contractor, should not be reflected in the contract price before or relevant to the Article 44.

#### 43 Currency

43.1 If the payment is made in currencies other than TUGRUG, the exchange rate announced by Mongol bank on the day will be used in estimating the payment amount.

#### 44 Price adjustment

44.1 The price adjustment will be done in order to reflect price fluctuations of main items, raw materials and wage or salaries as long as it is indicated in the special conditions of the contract. When adjusting the price, the difference between the total amount of the bill and the advance payment will be adjusted based on the price adjustment factor "Pc" (as for several currencies are used, the methodology will be applied separately to each currency).

$$P_c = A_c + B_c Im_c / Io_c$$

Note:

Pc – Price adjustment factor for part of contract payment to be paid in the currency C;

 $P_c = A_c + B_c Im_c / Io_c$ 

Note:

- $P_c$  Price adjustment factor for part of contract payment to be paid in the currency C;
- A<sub>c</sub> and B<sub>c</sub> Rates<sup>11</sup> indicated in the Special Conditions of the Contract that show the shares of adjustable and non-adjustable parts of the contract payment to be paid in the currency C;
- Im<sub>e</sub> Index prevailed on the last day of the month for the currency C of the claim (or bill);

 $Io_c$  — Index prevailed on the day of tender opening for the currency C.

44.2 If the indexes changed after the estimation had been made, the estimation must be revised and the bill of the next payment must also be adjusted in same manner. When calculating indexes, all the changes in the costs resulted from the price fluctuations must be considered.

#### 45 Collateral

45.1 The client will deduct a certain percentage of payment as indicated in the special conditions of

<sup>&</sup>lt;sup>11</sup> The addition of the rates  $A_G$  and  $B_G$  for each type of currencies equals to 1. These rates are usually the same for most currencies. The rate A, which belongs to the non-adjustable part of the payment, is a similar indicator that reflects constant prices and other non-adjustable elements (mostly 0.15). Adjustment amount of each currencies will be added to the contract price.

the contract each time he makes payments to the contractor.

- 45.2 The 50% of the deducted payment will be paid to the contractor based on the statement of work completion while the remainder will be paid based on the statement issued by the Project Manager after the end of the warranty period in order to certify that the contractor eliminated all breaches and defects that arose during the warranty period.
- 45.3 Having completed the works, the contractor can by paid in advance from the collateral as long as he supplied the client with bank guarantee. The amount of the advance payment from the collateral must be the same as that indicated in the bank guarantee.

#### 46 Default payment

- 46.1 The contractor is obliged to pay default payments which are to be estimated by the rate indicated in the special conditions of the contract for the days exceeding the planned completion date. Total amount of the default payment must not exceed the maximum amount indicated in the special conditions of the contract. The client is allowed to deduct the default payment from the amount to be paid to the contractor. Paying the default payment will not affect the contractor's obligation.
- 46.2 If the date of completion was extended after the default payments had been made, the client must adjust the amount of next payment with the overpaid amount of the default payment. The contractors will also paid interest on the overpaid amount with the rate indicated in the Article #40.1 for the period from the date of payment to that of settlement of the overpaid default payment.

#### 47 Bonus

47.1 If the contractor completes the works before the planned date of completion, he will be paid a bonus with the amount indicated in the special conditions of the contract for each day from the date of actual completion to the planned. When the contractor completes the works before the planned date of completion, the Client will issue the relevant statement.

#### 48 Advance payment

- 48.1 The client will pay the advance payment indicated in the special conditions of the contract to the contractor in due time. The advance payment will be made based on a bank guarantee with the amount equaling to that of the advance payment expressed in same currency or a guarantee for advance payment issued by a bank under the unresisting condition. Interest will not be paid for the advance payment.
- 48.2 The contractor must spend the advance payment only for the expenses related to equipments, facilities and materials necessary for implementation of the contract. In order to prove the proper expenditure of the advance payment, the contractor must submit copies of relevant bills and other documents to the Client.
- 48.3 The advance payment will be settled by deducting the amount of the advance payment from the amount that the client must pay to the contractor for the implemented phase works. Advance payments and their settlements will not be considered in calculating prices of implemented works, alteration, price adjustment, compensation, bonus and amount of default payments.

#### 49 **Performance security**

49.1 The contractor must have the performance security prepared by an acceptable bank with the

due amount in the specified form and submit to the client in due time. The validity period of the performance security must not expire within 28 days after the statement of work completion is issued.

#### 50 Work-day

- 50.1 Payments for additional jobs with small amount will be settled using the unit price of the work-day as specified in the proposal the based on written instructions given in advance by the Client.
- 50.2 The contractor will record all jobs to be paid for based on work-days into the form approved by the Project Manager. The Project Manager will check and approve the filled forms within 2 days after the jobs are implemented.
- 50.3 The payment will be paid to the contractor based on the approved form of work-day.

#### 51 Cost of maintenance

51.1 The contractor will fix any losses and breakdowns in materials and works resulted from the contractor's activities or no-conducted actions with his own fund throughout the period from the day of work commencement to the end of the warranty period.

#### E. Completion of the contract

#### 52 Completion of work

52.1 The contractor should request the Project Manager to submit the statement of completion. If the Project Manager accepts the completion of the works, he should deliver the statement of completion. The contractor should have restored green facilities, squares, roads and streets if they were affected during the implementation of the works after finalizing maintenance of the surrounding environment.

#### 53 Transfer

53.1 The client takes over the worksite and the completed work within a week after the submission of the statement of completion by the Project Manager.

#### 54 Final settlement

54.1 The contractor should prepare detailed estimation of the total payment in accordance with the contract and submit it to the Project Manager before the end date of the quality guaranteed period. The Project Manager should deliver a statement whether defaults and defects have been fixed and determine the final payment to be transferred to the contractor within 28 days after receiving the estimation submitted by the contractor if it is correct and acceptable. If the estimation is incorrect, the Project Manager should deliver explanations about the necessity to amend or correct the estimation to the contractor within 28 days. If the amended or corrected estimation does not meet the requirements, the Project Manager set the amount of payment and makes statement on payment.

#### 55 **Operation and maintenance manual**

55.1 The contractor should hand over relevant acts if technological equipments, under ground facilities, engineering lines and work drawings were experimented and calibrated, or manual

on operation and maintenance if the client required in due time indicated in the special conditions of the contract.

55.2 If the contractor fails in submission of the documents indicated in Chapter 5.55.1 in due time indicated in the special conditions of the contract or the submitted documents were not approved by the Project Manager because of their low quality, the Project Manager is obliged to deduct the amount indicated in the special conditions of the contract from the total amount to be paid to the contractor.

#### 56 Termination of the contract

- 56.1 The contractor can be terminated by any of the client and the contractor if one of the parties considers the other violated the contract seriously.
- 56.2 The below are the circumstance to be considered, but not limited to, as serious violations of the contract.
  - (a) Work has been suspended by the contractor for more than 28 days while no indication is reflected-in the work program or before the Project Manager approves the decision about the suspension of work;
  - (b) The decision to stop the work given by the Project Manager to the contractor was not cancelled within 28 days;
  - (c) Either the client or the contractor went into bankruptcy, or was dismantled for other purposes than merger and restructure;
  - (d) The client failed in settlement of the payment that had to be made in accordance with the statement of payment submitted by the Project Manager within 84 days from the submission date of the statement;
  - (e) The contractor was informed by the Project Manager that his/her failure in fixing certain defaults and defects is considered as a serious defaults of contract obligations and the contractor fails again in fixing the defaults and the defects in due time indicated in the statement.
  - (f) The contractor did not supply the guarantee requested by the client;
  - (g) The contractor did not complete the work by the period indicated in the special conditions of the contract as a period for application of maximum default payment.
- 56.3 If a statement of contract violation by one of the contracted party was submitted to the Project Manager and the violation was not those indicated in the Chapter 5.56.2, the Project Manager should identify whether the violation is serious or not.
- 56.4 The client has rights to terminate the contract without considering the above mentioned if necessary.
- 56.5 In the case of contract termination, the contractor should stop the work immediately, ensure the entirety and the safety of the worksite and release it as soon as possible.

#### 57 Payment for contract termination

57.1 If the contract was terminated due to the serious violation by the contractor, the Project Manager makes a statement that certifies the evaluation of implemented works and ordered materials. When making the statement, the amount of works uncompleted as of the date of the statement should be considered as those indicated in the special conditions of the contract and

must be subtracted from the evaluation. An additional default payment must be imposed on the contractor. If the payment from the contractor to the client exceeds that from the client to the contractor, the difference will be a debt by the contractor to the client.

57.2 In the case of a termination where the client violates the contract seriously or the client demanded to terminate, the Project Manager make statement after verification of all the costs spent by the contractor such as prices or evaluation of conducted works and ordered materials, transport cost for the removal of the equipments from the worksite, costs for returning workers hired by the contractor for the implementation of the works and costs for security and safety of the worksite. All the advance payments paid until the issue date of the statements will be subtracted from these costs.

#### 58 Property

58.1 If the contract terminated by the client due to the contractor's faults. All of the materials, facilities, equipments, by-works and the works at the work field and paid by the client will be considered as properties of the client.

#### 59 Exemption from obligation

59.1 If the contract became unable to implement due to force majeure conditions, the Project Manager is obliged to certify the conditions. Having received the statement, the contractor ensures the entirety of the worksite and stops working as soon as possible. The client is obliged to pay the contractor the amount for the works completed before the statement and done by orders after the statement.

Chapter 6 Special Condition of Contract

# Chapter 6. Special Condition of Contract

#### 1 Part of the Contract Document

The following documents will be a part of the contract:

	Chapter 5.55 Chapter 5.8 Chapter 5.14	Operation and maintenance schedule Schedule of other contractors Report of worksite survey					
2	Definition of Article contents						
2.1	Chapter 5.1	Client: <u>Governor of Khoroo 7, Sukhbataar District, Address: ****,</u> <u>Sukhbataar District, Ulaanbaatar City</u>					
2.2	Chapter 5.1	Project Manager: Mr. *********					
2.3	Chapter 5.1	Name of the contract and registration No. 20120120					
2.4	Chapter 5.1	The works consists of <u>collection of house waste generated waste</u> (hereinafter: the Waste) by Khoroo ** citizen, ***** District, <u>Ulaanbaatar City, transport</u> and discharge the waste to Naragiin Enger Disposal Site which located in Songinokhirhan District, Ulaanbaatar City.					
2.5	Chapter 5.1Chap	ter 5.1 Date of commencement: [Specify the date]					
2.6	Chapter 5.1	The work field is located in <u>Khoroo **, **** District</u> . <u>Ulaanbaatar City</u>					
2.7	Chapter 5.3	The contract documents will be written in Mongolia					
2.8	Chapter 5.3	Laws of Mongolia will be applied in the contract.					
2.9	13Chapter 5.13 insurance payme	Items to be covered by the compulsory insurances and their minimum nt are the following:					
	(a) The min will be t	nimum amount to be paid by the contractor for casualty and life insurances he following:					
	(1) [Specif	y the amount] for employees of the contractor.					
	(2) [Specif	y the amount] for other people.					
2.10	Chapter 5.17	planned date of work completion: [Specify the date]					
2.11	Chapter 5.1	Date of commencing work field utilization: [Specify the date]					
2.12	Chapter 5.40	The payment period will be <u>within 30 days</u> since the issue date of statements of payment.					
2.13	Chapter 5.41	The following circumstance will also be considered as a condition of compensation:					
	1	) <u>Fluctuation of Fuel price: If fuel price will increase more than 20%</u> against price fuel as date of Contract signed.					
2.14	Chapter 5.44	In accordance with the Article #44 of the general conditions of the contract, the contract price <i>will be adjusted</i> . The following items					

Chapter 6 Special Condition of Contract

		related to the coefficient will be used
2.15	Chapter 5.4	4 Adjustment coefficient:
	(a) As	for [specify the type of currency]:
	(1) No	on-adjustable part will be [specify in percentage]. (Coefficient A)
	(2) Ac	djustable part will be [specify in percentage]. (Coefficient B)
	(b) As	for [specify the type of currency]:
	(1) No	on-adjustable part will be [specify in percentage]. (Coefficient A)
	(2) Ac	djustable part will be [specify in percentage]. (Coefficient B)
2.16	Chapter 5.4	4 Index of the domestic currency will be [specify the index].
2.17	Chapter 5.4	4 Index of the specified currency will be [specify the index].
2.18	Chapter 5.4	4 Index of other currencies will be [specify the index].
2.19	Chapter 5.4	5 The share of the collateral will be <u>5% of payable amount in each payment</u> .
2.20	Chapter 5.4	6 Default payment rate will be <u>2% of the contract price per day</u> .
2.21	Chapter 5.4	6 The maximum default payment for the whole works will be <u>5 % of the</u> <u>contract price</u> .
2.22	Chapter 5.4	8 The total advance payment will be <u>10% of the Contract Price</u> and will be paid to the contractor <u>within 30days from contract is signed</u> .
2.23	Chapter 5.4	9 The amount of the performance security will be more than <u>10% of the</u> <u>Contract price</u> .
2.24	The security	performance must be made in accordance with the form indicated in the Chapter

7 of the tender document.

Chapter 7 Contract Forms

# **Chapter 7.** Contract Forms

1 Form # CF-1

4	Approved by:	Accepted by <sup>12</sup> :		
CLIENT	Contractor	[Supervising official of th organization to authoriz financing]		
(Stamp)	(Stamp)			
(Signature)	(Signature)	(Stamp)		
(Position)	(Position)	(Signature)		
		(Position)		

#### Contract for the Project on Waste Collection & Transportation at Khoroo\*\*, \*\*\*\*\* District

<u>No. 20120120</u>

..... city/province

<u>Government of \*\*\*\*\*\* District</u> (hereinafter to be referred to as the client) from one side and *[name of the contractor, names of his/her residing city and country]* (hereinafter to be referred to as the contractor) from the other side have reached an agreement on the following items and established this contract on \*\*\*\*\*\* (day, month, year).

1. The objectives of this contract are to regulate relations between the client and the contractor on construction of engineering facilities, or implementation of renovation and installment of equipments in accordance with the Civil Law, Law on Construction and other relevant laws and regulations; and to clarify their duties and obligations.

2. The client here accepted the implementation of <u>the Project on Waste Collection &</u> <u>Transportation at Khoroo \*\*</u>, \*\*\*\*\*\* <u>District : Contract number \*\*\*\*\*\*</u> hereinafter to be referred to as "works") with [contract price by numerals and letters] (hereinafter to be referred as "contract price") which was proposed by the contractor. The contract price or the total budgeted costs of the works will be the total financing.

3. Total contract price: \_\_\_\_\_ Tg. Of which:

From the State Budget: \_\_\_\_\_Tg in 20\*\*

From the Local Budget: \_\_\_\_\_Tg in 20\*\*

From own fund: \_\_\_\_\_Tg in 20\*\*

4.	The contractor	will start the construction (1	enovation	, installment of equipm	ents etc) works of
	(floors	, coverage	, wall	, basement	, volume
	m <sup>3</sup> , arca	m <sup>2</sup> , capacity of		) located in/at	
together	with its engine	eering facilities	_ (for sup	ply of heat, electricity,	, water and waste

<sup>&</sup>lt;sup>12</sup> If the client and the finance authorizing organization are same organization, this part will be deleted.

Chapter 7 Contract Forms

water) and the annex on ... *[date]* and transfer them on .... *[date]*.

5. The following documents will be inseparable parts of the contract (hereinafter to be referred as "the contract document"):

- 5.1 Statement of granted rights for establishment of contract;
- 5.2 Other necessary documents;
- 5.3 Bill of quantities;
- 5.4 Special conditions of the contract;
- 5.5 General conditions of the contract;
- 5.6 Technical specifications;
- 5.7 Drawings;
- 5.8 Phased work schedule submitted by the contractor,
- 5.9 Schedule of financing;
- 5.10 Work implementation schedule.

The contract will be the final agreement between the parties and replaces all those made before. If the contract documents contradict one another, the priority will be set based on the above order and the contradiction will be solved.

6. The rights and obligations of the both parties are indicated in the general and special conditions of the contract.

7. The contractor is obliged to implement the works and to fix any defaults and defects found based on the payment to be made by the client in accordance with the conditions of this contract.

8. The client is obliged to transfer the contract payments to the contractor based on his/her performance of work implementation and elimination of any defaults and defects.

9. The parties will communicate each other in written statements or telephone regarding the issues related to the contract.

Representing the Client:

Representing the Contractor:

[Name and position] [Signature]\_\_\_\_\_

#### STAMP

[address of the client] [Tel/Fax] [Bank account, No of account and name of the bank] [Name and position] [Signature]\_\_\_\_\_

#### STAMP

[address of the client] [Tel/Fax] [Bank account, No of account and name of th bank]

Chapter 7 Contract Forms

2 Form # CF-2

**Performance Security Form** 

(Bank guarantee)

#### To: [Name of the client organization]

In relation to *[Name of the contractor]* (hereinafter to be referred to as "contractor") has been decided to implement the works indicated in the Project on Waste Collection & Transportation at Khoroo \*\*, \*\*\*\*\* District (hereinafter to be referred to as "contract") under the contract # ... dated on ... day ... month ... year:

[Name of bank] (hereinafter to be referred to as "bank") is here presenting the following as a guarantee for the implementation of the contractor's obligations based on the indication in the contract to submit a bank guarantee issued by a bank acceptable to the client for the below amount:

On behalf of the contractor, the bank will be responsible for the payment with the amount not exceeding [specify the amount to secure in numerals and the type of currency]( [specify the amount in letters and the type of currency<sup>13</sup>) before Governor of \*\*\*\*\* District (hereinafter to be referred to as "client") and undertake the duty to transfer the payment without any resistance immediately after the receipt of an initial requirements by the client that state the contractor's violation of its contract obligations. The bank will not demand the client to supply any evidences, basis and explanations for the specified amount [secured amount in numerals and letters and the type of currency].

Any changes in the conditions of the contract signed between the client and the contractor, alteration in the works to be implemented under the contract and amendments of the contract documents will not affect the duty of the bank under this performance security. Submission of any statements about the above-mentioned changes to the bank is not necessary.

This performance security is valid for 28 days from the issue date of statement of work completion.

Respectfully Yours,

	signature of the authorized person of the bank
	name and the position
Stamp of the bank	

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

Address:

<sup>13</sup> The amount will be specified by the guarantor and will be specified in percentage of the contract price. The currency will be those of the contract or accepted by the client.

D.2.4 Modified Standard Tender Form

[Modified Standard Tender form for waste collection service] This document is not following prototype of tender document

# **Government of \*\*\*\*\*\*\*** District

Date: <u>Day / Month / Year</u>

# Tender Documents for the Project on Waste Collection & Transportation

At

Khoroo No. \*\*, \*\*\*\*\*\*\* District

Tender selection/ Contract Name and Contract No.:\*\*\*\*\*\*\*

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# Chapter 1. Instruction to Tenderers

## A. General Provision

#### 1 Scope of tender

- 1.1 The client indicated in the Chapter 2 is inviting proposals to implement the works described in the DTTS, technical specifications and the Chapter 6. The best proposal among all the submitted will be evaluated and selected based on the tender document and the contract with the name and number indicated in the Chapter 2(Data Table of Tender Selection: herein after DTTS) and Chapter 6 will be signed with the tenderer who submitted this proposal (hereinafter to be referred to as "the selected tenderer").
- 1.2 The selected tenderer must complete the works in due time mentioned in the DTTS and the Special Conditions of Contract.
- 1.3 The works must be one package.

#### 2 Financial sources

2.1 The client will finance the works mentioned above from the financial sources indicated in the DTTS.

#### **3 Deception and bribery actions**

- 3.1 The state official representing the client in the procurement, tenderers and contractors must comply with the high formalities or ethics when participating in procurement activities and contract implementation.
- 3.2 If there is any information about the officials participating in the procurement activities and the tenderers who have been involved in any of bribery, deception, behind-the-scenes agreement and intimidation, which were indicated in the Anti-bribery Law, the Law on Prohibition of Unfair Competition and the Criminal Law, it should be informed to the relevant officials or organizations properly.

#### 4 Entitled tenderer

- 4.1 The tender invitation is open for any entitled tenderers. Tenderers or members of a consortium participating in the tender can be of any jurisdiction if foreign corporations are not strictly comply with the <u>Article #9.3 of the Law on Procurement of Goods</u>, <u>Works and Service with the State and Local Fund</u>.</u>
- 4.2 Tenderers will be considered as unauthorized in the following cases (this also applies to every member of a consortium):
  - (a) If the tenderer's capacity of payment is not sufficient or it is being dismantled, negotiated with the financiers in order to avoid bankruptcy, operations have been stopped and being in the same conditions as indicated in the laws in the country of origin;
  - 4.2.2 If the tenderer failed payments of fees and taxes indicated in the laws of Mongolia and country of origin;
  - 4.2.3 If it is a state owned corporation or mixed property corporations that is dependent on the

Chapter 1 Instruction to Tenderers

client;

- 4.2.4 If the tenderer did not implement or violated the contract obligations seriously and any professional misses are identified by the court or authorized organizations when participated in procurement activities for the latest three years.
- 4.2.5 If the tenderer is in shared interests with those prepared drawings of goods, works and services, technical specifications and other documents or nominated for implementing contract monitoring or consulting services.
- 4.2.6 If authorized organizations identified the tenderer's proposal as it had contained obvious false information;
- 4.2.7 If the involvement of the tenderer in bribery, deception, behind-the-scenes agreement and intimidation, which were indicated in the Anti-bribery Law, the Law on Prohibition of Unfair Competition and the Criminal Law in last three years has been identified by the court;
- 4.2.8 If the tenderer (subcontractors also included) is in shared interest with those who prepared the project drawings, technical specifications and other documents or nominated as consultant for contract management;
- 4.2.9 If the legal representative of two or more tenderers participating in the tender is one corporation;
- 4.2.10 If the tenderer submitted more than one proposal unless submission of optional proposal is allowed in the Chapter 1.15 of this tender document (However, this indication does not restrict tenderers' participation in more than one proposals as a subcontractor and submission of proposals for more than one tender packages);
- 4.2.11 If the tenderer is operated by a legal entity with whole or partial ownership by the procuring entity and non-profit organization.
- 4.3 The tenderer is obliged to inform the client about the conditions indicated in the Chapter 1.4.2(a) to Chapter 1.4.2.11 in written statement. The tenderer also obliged to submit any relevant proofs or documents to the client based on the client's demands in order, for the client, to verify the conditions.
- 4.4 Whether tenderers are authorized or not will be identified based on the following information and proofs. These are:
  - (a) Place of registry, main types of operations, duplicated certificate of state registration that defines the tenderers' addresses or other equivalent documents issued by the state of origin;
  - (b) Letter of attorney for the representative who signed for the tenderer;
  - (c) If indicated in the DTTS, the special permission (license) to supply the defined goods;
  - (d) Decision made by the court and authorized organizations. If tenderers faced the circumstances indicated in the Chapter 1.4.2.2, Chapter 1.4.2.4, Chapter 1.4.2.6and Chapter 1.4.2.7 of the Instructions to Tenderers, they are obliged to inform the client about the circumstances and submit the relevant decisions made by the court and authorized organizations together with their proposals.

#### 5 Tenderer's capacity for contract implementation

5.1 All tenderers must arrange and submit the necessary information for the "Tender Form",

"Capacity Information" and "Tender Security Form" as indicated in the Chapter 3, and methodologies and schedules being proposed for implementation of the works together with work drawings or schedules if necessary.

- 5.2 If the client did not organize pre-qualification or if it is not differently indicated in the DTTS, all tenderers are obliged to deliver the following information as evidences that are necessary for the client to identify their capacity of contract implementation based on the requirements by the client.
  - (a) Place of registry, main types of operations, duplicated certificate of state registration that defines the tenderers' addresses, a copy duplicated from relevant originals of licenses (as for works that requires license) and letter of attorney for the bodies representing the tenderer;
  - (b) An annual financial statement that reflects data indicated in the DTTS for identification of tenderers' financial capabilities. If it was indicated specifically in the DTTS, the statements must be certified by audit;
  - (c) Information about the experiences and capacities of main personals to be involved in contract implementation and management and technical staffs;
  - (d) Information about the tenderer's experience related to the implementation of similar works in terms of volume and work type must be presented by year, detailed information about current or planned works and addresses of customers who are able to inform about these works;
  - (e) Primary machineries and equipments proposed for implementation of the contract and their types and models;
  - (f) Evidence certifying the sufficiency in current assets for implementation of the contract (decided loan or other possible financial sources);
  - (g) Tenderers' official statements that allow the client to request their banks to supply bank references;
  - (h) Information about lawsuits or disputes in which the tenderer has been involved recently or involved in last three years;
  - (i) If it is not indicated specifically in the DTTS, tenderers who contracts out the works with amount of more than 10% of the total contract amount to subcontractors are considered as partnership; and thus, the information about the subcontractors must also submitted. Works to be contracted out must be reflected in the proposal. The maximum budget of works that can be contracted out to subcontractors will be indicated in the DTTS.
- 5.3 Tenderers must satisfy the following minimum capacity requirements in order to implement the contract indicated in the Chapter 1.1 of the Instructions to Tenderers. These are:
  - (a) The arithmetical average of annual budget of the works conducted by the tenderer throughout the period indicated in the DTTS must not be less than the amount indicated in the DTTS;
  - (b) Work experience as the main contractor for works (similar to the contract of concern) implemented in the last year of the period indicated in the DTTS (in order to meet this requirement, at least 70% of the nominal amount of the works must be implemented);
  - (c) Proposal to arrange or secure the availability of the primary machineries and equipments indicated in the DTTS in due time (own equipments or arranging by means of rental etc.
#### Chapter 1 Instruction to Tenderers

should be indicated);

- 5.4 As for a partnership participating in the tender, the indicators of each member of the partnership will be added in order to identify whether the minimum capacity indicators indicated in the Chapter 1.5.3(a) However, each member must satisfy at least 25% of minimum requirements of Chapter 1.5.3(a), Chapter 1.5.3(b) while the representing member must satisfy at least 40% of the same requirements. If these conditions are not met, the partnership will be considered as unsatisfactory and rejected from the tender. In order to identify satisfaction of the minimum capacity requirements of the Chapter 1.5.3(b), Chapter 1.5.3(c), ability of each member must be considered together.
- 5.5 When identifying tenderers' satisfaction of minimum capacity requirements, experiences and financial capabilities of their subcontractors will not be considered. However, if works undertaken by contractors require license, the subcontractor must possess the proper one.

# 6 Cost for participation in the tender

6.1 Tenderers will bear all costs related to preparation and submission of their proposals by themselves. The client will not be liable for any of these costs in any circumstances.

# 7 **On-site survey**

7.1 Tenderers are allowed to conduct on-site survey at the worksite and collect information about its location and conditions of the environment that is useful for preparation of their proposals and establishment of contract. The tenderers must bear all the costs related to the on-site survey.

# **B. Contents of the Tender Document**

# 8 Contents of the tender document

- 8.1 The tender document will consist of following 7 chapters and amendments made in accordance with the Chapter 1.11 of Instruction to Tenderers.
  - Chapter 1.Instructions to Tenderers
  - Chapter 2.Data table for tender selection (DTTS)
  - Chapter 3. Tender Selection Forms (TSF)
  - Chapter 4. Technical Specification
  - Chapter 5.General Conditions of Contract (GCC)
  - Chapter 6.Special Conditions of Contract (SCC)
  - Chapter 7.Contract Forms
- 8.2 The tender invitation published by the client will not be a part of the tender document.
- 8.3 The client will not liable for any incorrect or missing information in the tender document and its amendments if tenderers do not receive these documents directly from the client.
- 8.4 Tenders are advised to check all the instructions, conditions, necessary forms and the technical specifications included in the tender documents. It may become a basis of proposal rejection if they do not contain information and materials required by the tender document.

# 9 Clarification of the tender document

- 9.1 If entities interested in the tender needs clarification about the tender document, they should send their written request of clarification to the address of the client indicated in the DTTS through mail, telex and fax. The client will respond to only requests received until the date indicated in the DTTS. The contents of requests and the clients' responses must be informed to all tenderers who purchased the tender document in writing or through telephone without mentioning the names of the requested tenderers simultaneously.
- 9.2 If the client considers amending the tender document based on the results of the clarifications, the amendment will be made in compliance with Chapter 1.11 and the Chapter 1.19.2 of the Instructions to Tenderers.

#### **10** Meeting before the submission of proposals

- 10.1 If the DTTS requires organization of a meeting before the submission of proposals, entities interested in the tender and their representatives will be invited. The purpose of the meeting will be clarifications of problems which may arise during the preparation of proposals and responses to questions to be raised by the invitees.
- 10.2 Tenderers are allowed to deliver their questions in written statements before the organization of the meeting.
- 10.3 The records of the meeting containing these questions with the relevant answers without containing the information about the questioner and other relevant information prepared after the meeting will be delivered to all the entities that purchased the tender document in writing or through telephone simultaneously.
- 10.4 Necessary amendments in the tender document, which are decided by the client based on the results of the meeting, will be made in compliance with Chapter 1.11 and the Chapter 1.19.2 of the Instructions to Tenderers.
- 10.5 Restricting tenderers rights to participate in the tender based on their no attendance in the meeting is prohibited.

# 11 Amendments of the tender document

- 11.1 The client is allowed to amend the tender document before the deadline for proposal receipt.
- 11.2 The amendments will be inseparable part of the tender document and they must be informed to all tenderers who purchased the tender document in written statement or through telephone simultaneously. Tenderers are obliged to report the receipt of each amendment to the client through telephone.
- 11.3 The client is allowed to extend the deadline for proposal receipt in accordance with the Chapter 1.19.2 of the Instructions to Tenderers in order to provide tenderers with the opportunity to consider the amendments of the tender document when preparing their proposals, if necessary.

# C. Preparation of Proposals

# 12 Language of Proposal

12.1 Proposal, official letters and other documents exchanged between the client and tenderers

#### Chapter 1 Instruction to Tenderers

related to the tender must be prepared in accordance with the Instructions to Tenderers. All relevant documents will be prepared in Mongolian language

#### **13** Proposal Components

- 13.1 The proposal must consist of the following items:
  - (a) The proposal prepared in accordance with the form indicated in the Chapter 1.14 of the Instructions to Tenderers;
  - (b) The evaluated phased work schedule to be prepared in accordance with the Chapter 1.14 and Chapter 1.16 of the Instructions to Tenderers;
  - (c) Tender security required by the client and indicated in the the Instruction to Tenderers;
  - (d) Certified signatures of the representatives who signs proposals on behalf of tenderers and the letter of attorney as indicated in the Chapter 1.20 of the Instructions to Tenderers;
  - (e) Evidences indicated in the Chapter 1.4 of the Instructions to Tenderers necessary to identify the entitlement of the tenderer;
  - (f) Evidences indicated in the Chapter 1.5 of the Instructions to Tenderers necessary to identify the tenderer's capacities to implement the contract;
  - (g) Technical proposal to be prepared in compliance with the Chapter 1.18 of the Instructions to Tenderers;
  - (h) Optional proposal if the client indicates in the Article of the Instructions to Tenderers; and
  - (i) Other materials indicated in the Instructions to Tenderers and the DTTS.

# 14 Tender form

14.1 Tenderers must prepare and submit their proposal. Any modifications and omissions of words and meanings of the sentences written in the prototype forms are prohibited. Every cells of the form must be filled.

#### 15 **Optional proposal**

15.1 In other cases that the optional proposal is allowed in the DTTS, tenderers must submit only one proposal that satisfies the requirements of the tender document and submission of optional proposal is not allowed.

#### 16 Tender price and price discount

- 16.1 The tender price and the evaluated phased work schedule being proposed by the tenderer must meet the following requirements;
- 16.2 Tender price must be based on the phased work schedule evaluated by the tenderers themselves and cover the total cost of the contract works defined in the Chapter 1.1.1 in the Instructions to Tenderers;
- 16.3 When evaluating works defined in the technical specifications and relevant drawings, tenderers must set unit and total prices for each work classification specified briefly in the phased work schedule. If unit and total prices for any of the work classifications are not filled, the client will not make the payment for the implementation of the relevant jobs since this will

be considered as included in prices for other jobs;

- 16.4 The price filled in the tender form must be an undiscounted total price offered for the tender;
- 16.5 Tenderers must reflect an unconditional price discount and its calculation mythology in the proposal submission form;
- 16.6 All the taxes and fees to be paid by the contractor in accordance with this contract and other basis must be included in the tender price based on the laws to be valid as of the date 14 days before the deadline for proposal receipt. Tenderers must fill unit and total price for each work classification together with the grand total in the price form by each items specified in the phased work schedule;
- 16.7 Please refer to the Chapter 1.1.3 of the Instruction to Tenderers for information about the tender packages. If tender packages were indicated, a tenderer is allowed to submit proposals for more than one package. Submission of proposal for a part of one package is prohibited.
- 16.8 Tender price proposed by tenderers will be fixed throughout the implementation of the contract.

#### 17 Currencies of Tender and Payment

17.1 The currency of tender shall be Mongolian Tg (TUGRUK). During the implementation of the contract, all payments by the client to the contractor will be made in Tg.

#### 18 Components of Technical Proposal

18.1 Tenderers will prepare and submit the technical proposal consisting of implementation methods, equipments, labor force, work schedule and figure showing the compliance of the work performance and the implementation period with the client's requirements in accordance with the form indicated in the Chapter 3 of the tender document together with the other information.

#### **19 Tender Validity Period**

- 19.1 Tenders or proposals should be valid for the period specified by the client in the DTTS starting from the date of tender opening which was stated in the Chapter 1.25 of the Instructions to Tenderers. If the tender validity period proposed by tenderers in the tender form is shorter than that set by the client, their proposals are considered as unsatisfied the basic requirements and rejected by the client.
- 19.2 If the tender validity period was decided to extend due to an emergency, the client would request all the tenderers to extend the validity period to be proposed by them. The request and the reply about the extension of the tender validity period will be made in written statements or through telecommunications. Proposing tenderers who accept the request of extension to change the content of their proposals or permitting them to do so are prohibited.

# 20 Copies of Proposal to be Submitted and Signing the Contract

20.1 Tenderers must arrange the originals of the proposal components indicated in the Chapter 1.13 and specify it writing "Original" onto it. In addition to this, the tenderers must prepare necessary number of duplicate copies that was indicated in the DTTS and specify them writhing "Duplicate" onto them. If the original and duplicate copies contradict, the original will be followed. Chapter 1 Instruction to Tenderers

- 20.2 The original and duplicate copies will be printed and certified by the signature of the person authorized to represent the tenderer.
- 20.3 Any corrections or additions must not be made in proposals if they are not for the purpose to adapt the client's instructions or correct errors based on necessities. If corrections and additions are made, they will be accepted as valid as long as the above-mentioned authorized representative certifies with his/her signature.

# D. Submission of Proposal

# 21 Sealing and marking proposals

- 21.1 Tenderers must prepare their proposals in writing and deliver it to the client via mail, by himself or via his representative.
- 21.2 The original and duplicates of the proposals will be put into separate envelopes (inner) marked as "Original copy" and "Duplicate copy" respectively, sealed, put into outer envelopes and scaled again. Enveloping and scaling the proposal must be done in accordance with the Chapter 1.21.3 and Chapter 1.21.4 of the Instructions to Tenderers.
- 21.3 Requirements for the inner and outer envelopes are the following:
  - (a) Tenderer's name and address must be printed onto the envelop;
  - (b) Addressed to the client as indicated in the DTTS and the Chapter 1.1.1 of the Instructions to Tenderer;
  - (c) The name and the code of the tender selection defined in the DTTS and the Chapter 1.1.1 of the Instructions to Tenderer must be clearly written in order to distinguish the tender selection from the others;
  - (d) The note "Opening is prohibited until (date indicated in the Chapter 1.25.1 of the Instructions to Tenderers)" must be written.
- 21.4 If proposals are delivered to wrong address or opened before the tender opening due to the failure of requirements stated in the Chapter 1.21.3, the client will not be liable.

# 22 Deadline for proposal receipt

- 22.1 The client must receive proposals at the place of address specified in the Chapter 1.21.2 of the Instructions to Tenderers on the date before the time indicated in the DTTS.
- 22.2 If the client extended the deadline due to the amendments in the tender document made in accordance with the Chapter 1.11 of the Instructions to Tenderers, rights and obligations of the client and the tenderers will continue valid for the period of extension.

#### 23 Proposals submitted after the deadline

23.1 The client must reject any proposals submitted after the deadline stated in the Chapter 1.22 announcing them and return them without opening.

# 24 Amendment and withdrawal of proposals

- 24.1 Tenderers are allowed to amend, replace and withdraw their proposals before the date of deadline set for the proposal receipt if they informed the client in written statement.
- 24.2 The written statement mentioned in Chapter 1.24.1 must be prepared in accordance with the Chapter 1.21 of the Instructions to Tenderers. After writing the purpose of the statement ("About amendment of the proposal", "About replacement of the proposal" and "About withdrawal of the proposal") on both inner and outer envelopes, it should be submitted to the client in accordance with the Chapter 1.22 of the Instructions to Tenderers. Statement of proposal withdrawal can be done by telephone; however, the written statement certified by

#### Chapter 1 Instruction to Tenderers

stamped signature must be submitted before the date of deadline set for the proposal receipt.

- 24.3 Amendments after the deadline for the proposal receipt are prohibited.
- 24.4 The initial proposal submitted by the tenderers who requested for proposal withdrawal will be returned back to the tenderers without opening in compliance with the Chapter 1.24.2 of the Instructions to Tenderers.

# E. Tender Opening and Evaluation

# 25 Tender opening

- 25.1 The client organize tender opening at the place in due date and time indicated in the DTTS. Tenderers' representatives are authorized to attend the tender opening; and if do so, the representative are obliged to sign the tender opening form.
- 25.2 First, the client must open the envelope marked as "about the withdrawal of the proposal", announce the withdrawal requests and return the relevant proposals without opening. If the person signed the request of withdrawal did not supply certified signatures and a letter of attorney that are necessary to identify him or her as the authorized representative for the tenderer, proposal return is prohibited. The client should open and announce the proposal. Next, the client must open the envelope marked as "about the replacement of the proposal", announce the requests and return the submitted initial proposals back to the tenderers who made the requests without opening. The envelope marked as "About amendments of proposal" together with the relevant proposals are opened and announced. If tenderers do not confirm the signatures on the requests of proposal replacement or proposal amendments as those signed by their authorized representatives by relevant statements, replacements or amendments of the proposals are prohibited. The submitted initial proposals will be opened and announced to attendants.
- 25.3 During tender opening, name of tenderers, tender price, price discount (if proposed), price of optional tender/proposal (if permitted), updated information relevant to those mentioned above if the proposal was amended and other information considered necessary by the client must be announced and recorded. Tender prices, price discounts and optional tenders shall not be considered in tender evaluation.
- 25.4 The client shall prepare the tender opening record and the following information must be included in the record:
  - (a) Name of tenderers, the information whether withdrawal, amendment and replacement of proposal are made by the tenderers;
  - (b) Tender price and proposed price discount (price of optional tender if permitted). If necessary, this information must be recorded by each tender package; and
- 25.5 Rejection of proposals other than those submitted after the deadline is prohibited.

# 26 Confidence

- 26.1 Leaking information related to examination, clarification, evaluation and comparison of proposals and the recommendation on grant of contract rights to tenderers and other parties irrelevant to the tender selection activities is prohibited until the contract rights is awarded.
- 26.2 Any attempts by tenderers to influence the decision about the grant of contract rights during examination, evaluation and comparison of proposals can be considered as a basis to reject the

proposal of these tenderers.

26.3 The client and the tenderers must communicate to each other only in writing throughout the period from tender opening to granting contract rights.

# 27 Proposal Clarification

27.1 The client is allowed to request the tenderers to submit clarification about their proposal during the examination, evaluation and comparison of proposals. This request and the reply must be made in writing. However, any requests or recommendations for changes in the content of the proposal and the tender price other than those related to the correction of arithmetical errors identified by the client are not allowed.

# 28 Proposal examination and identification of requirement satisfaction

- 28.1 Before the conduct of thorough examination in proposals, the state of satisfaction of the following requirements must be verified:
  - (a) Tenderer's qualifications indicated in the Chapter 1.4 of the Instructions to Tenderers;
  - (b) Presence of confirmation signatures on the proposal;
  - (c) Presence of required security prepared in due form;
  - (d) Satisfaction of other requirements indicated in the tender document;
  - (e) Tenderer's satisfaction of acceptable lowest capacity set for the implementation of the contract that indicated in the Article #4 of the Instructions to Tenderer; and
  - (f) Satisfaction of other requirements necessary for implementation of the works
- 28.2 If a proposal satisfies the requirements of the indications in the Chapter 1.19.1 of the Instruction to Tenderers, the proposal will be considered as satisfied.
- 28.3 A satisfied proposal is the one that met the conditions and requirements of the tender document, especially those related to the tenderer's capacities for production and contract implementation and technical specifications, and the proposal that satisfied the volume of work without tangible difference. The following are considered as tangible differences:
  - (a) Scope and quality of the work defined in the technical specifications and contract conditions and performance might be affected;
  - (b) Restrictions noncompliant to the tender document made in the rights of the client and the obligations of the tenderers; and
  - (c) Acceptance and correction of proposals with difference than the requirements of the tender documents might affect the competence of other satisfied proposals.
- 28.4 The client must reject the proposal identified as non-satisfied. Tenderers are not allowed to revise these proposals in order to make them satisfied.

# 29 Correction of errors

- 29.1 The client shall check the arithmetical errors in the satisfied proposals and correct errors in the following manner:
  - (a) If amounts of a same item expressed in digits and letters differ, that expressed in letters will

Chapter 1 Instruction to Tenderers

be considered as correct;

- (b) The addition of total prices of assortments differs from the total tender price indicated in the tender form, the total tender price will be corrected based on the addition of the total prices of assortments;
- (c) If a total price of an assortment do not match the result of multiplying its unit price by the quantity, the total price of the assortment will be corrected based on its unit price. However, as client considers, dots in unit prices are obviously mistaken, the total price in that row will be considered as correct and the unit price will be corrected.
- 29.2 If the price of the best evaluated proposal needs corrections, the client shall inform the tenderer and confirm the tenderer's acceptance with a written statement.

#### **30** Evaluation and comparison of proposals

- 30.1 The client must evaluate and compare only proposals that were identified as satisfied after examining them in accordance with the Chapter 1.28.
- 30.2 The client is authorized to accept or reject any amendments, imparities and optional proposal. When evaluating proposals, the client shall not consider a state of over satisfaction of the requirements of the tender document or amendments, imparities and optional proposals that offer any merits other than those indicated in the requirements of the tender document.
- 30.3 The client will not consider the following factors in evaluation
  - (a) Contract and commercial imparities:
  - (b) Costs of every item omitted or proposed differently from the commercial terms and contract conditions will be estimated and considered in the evaluation.
  - (c) Implementation period of the works:

The works of this tender document must be implemented in accordance with the work implementation schedule defined in the technical specifications and completed within the period specified. The tender price must be based on this schedule. A proposal offering completion carlier than the date specified in the schedule will not be awarded.

30.4 The proposal with the lowest comparable price will be selected for the best evaluated proposal after evaluating all satisfied proposals in accordance with the Chapter 1.30.2 of the Instructions to Tenderers. The optional proposal of the best evaluated main proposal satisfied the higher requirements than the main proposal its optional proposal will be selected.

# F. Granting Contract Rights

# 31 Requirements for Granting Contract Rights

- 31.1 The client shall grant the contract rights to the tenderer whose proposal was evaluated as the best evaluated proposal in accordance with the Chapter 1.30.4.
- 31.2 If the tenderer did not accept arithmetical corrections made by the client in accordance with the indications of the Chapter 1.29 of the Instruction to Tenderers or failed to submit the written statement, the client shall reject his proposal and grant the contract rights to the tenderer who submitted the next best evaluated proposal in compliance with the Article #29.3 of the Law on Procurement of Goods, Works and Services with the State and Local Fund.

#### 32 Statement of Contract Rights Grant

- 32.1 The client should deliver a written statement of contract rights grant to all the tenderers including the selected tenderer simultaneously before the end of the tender validity period. In the statement, the contract price or the payment for the works to be implemented in accordance with the contract must be indicated. The contract price must be the tender price that reflects the adjustments and the price discounts (also conditional price discounts).
- 32.2 Signing the contract within 5 weekdays after the delivery of the written statement to all the tenderers is prohibited. Violating this Article will be the basis to consider the established contract as invalid according to the Article #42.1.2 of the Law on Procurement of Goods, Works and Service with State and Local Fund.
- 32.3 The statements of contract rights grant will the basis to establish the contract. By delivering the statement, it is considered that a deal was made between the client and the tenderers granted with the contract rights until the receipt of the performance security and signing the contracts (as indicated in the Chapter 1.33).
- 32.4 The client must publish the tender name and the No. of package onto the website <u>www.e-procurement.mn</u>, the official procurement site for the Government of Mongolia, together with the following information:
  - (a) Names of all tenderers who submitted proposals;
  - (b) Tender prices announced at the time of tender opening;
  - (c) Name of the proposals covered by the thorough evaluation;
  - (d) Name of the tenderers whose proposals were rejected and the reasons for the rejections;
  - (e) Name of the selected tenderer, offered price and approved contract amount (translator: price?)
- 32.5 After the delivery of the statement of contract rights grant, unselected tenderers are authorized to submit letter of request for the reasons for the rejections of their proposals. If this kind of requests is made, the client must respond to it in a written statement.

# 33 Signing Contract

- 33.1 The client will send the contract form and an agreement reflecting all the negotiated conditions together with the statement of contract rights grant to the selected tenderer.
- 33.2 The selected tenderer should sign the contract immediately

Chapter 2 Data table for tender selection (DTTS)

# Chapter 2. Data table for tender selection (DTTS)

The purpose of the following data on the works defined in the tender document is to clarify or modify the relevant provisions and Articles of the Instructions to Tenderers. If the data contradict those in the Instructions to Tenderers, the data in the DTTS will be considered as correct.

Relevant Articles of	Contents		
Tondorors (IT)	Contents		
	A. Conoral Provision		
	A. General Provision		
Chanton 1 1 1	The chent: Consumer of ***** District Ulg sub-set on City		
	Adapage ****** ****** District Illagenbactor City		
	The brief name and determination of the works or the contract.		
Chapter 1 1 1	The Droject on Worte Collection and Transportation at Khoree No. **		
	The Froject on Waste Conection and Transportation at Knorod 110, in		
	The name of the open tender and the distinctive		
Chapter 1.1.1	No.: *******		
Chapter 112	Implementation period of the works:		
Chapter 1.1.2	[Specify the date From **** to ****]		
	The tender selection consists of the packages with the following names and		
Chapter 1.1.3	No(s):		
	<u>There is no separated package.</u>		
Chanter 1.2.1	Financial sources:		
	Government of ********District		
	Indication of necessities of special permission (license) in order to		
Chapter 1.4.4(c)	implement the specified works:		
	No license and special permission are required.		
	Tenderers must submit the following additional evidences or materials		
	necessary to identify the tenderers' capacities for contract implementation		
Chapter 1.5.2	together with their proposals:		
	Waste collection equipments list together with manufacture year, current		
	operational condition.		
	Years for financial statements necessary to submit:		
Chapter 1.5.2(b)	<u>3years from year **** to year ****</u>		
Simpler 115.2(0)	Necessity of audited financial statements:		
	<u>Necessary</u>		
	No. of years for the information to be submitted for identification of similar		
Chapter 1.5.2(d)	works experience:		
	<u>Syears from year **** to year ****</u>		
	Tenderers are authorized to contract $\underline{10}$ percent of the contract price out to		
	subcontractors. If more than the specified percent is implemented by a third		
Chapter 1.5.2(h)	party, the tenderers must establish a consortium and submit the relevant		
	partnership contract together with their proposals. The other requirements of		
	the Instructions to Tenderers must be met.		
	The No. of years, the total annual monetary values of <u>waste collection and</u>		
	$\frac{transport}{1}$ works implemented during which must be averaged:		
Chapter 1.5.3(a)	Last 2 years		
· · · /	Ine average of the total annual monetary values of waste collection and		
	<u>transport</u> works performance is not less than <u>50% of the total annual</u>		
	payment to be made by the client as financing of the contract		

Chapter 2 Data table for tender selection (DTTS)

Relevant Articles of the Instructions to	Contents			
Tenderers (IT)				
Chapter 1.5.3(b)	The No. of years, during which similar works were implemented:			
	Last 2 years			
	Main equipments and machineries necessary for tenderers to implement the			
$C_{1}$ (1.5.2(a))	contract:			
Chapter 1.5.5(c)	( <u>ixample)</u>			
	At least one unit of Compactor track (capacity range from on 5 to 10m3)			
	B Tender Document			
	The address to which the tenderers refer for clarification related to the tender			
	document:			
	Person in charge: Mr/Ms. ******			
Chapter 1.9.1	Address: *****, ****** District office, Ulaanbaatar City			
-	Telephone no: ********			
	The deadline for receiving requests of clarification should be			
	<u>Month day, year</u>			
Chanter 1 10 1	Organization of the meeting before submission of proposal:			
	No			
	C. Preparation of Proposal			
Chapter 1.15.1	Submission of optional proposals is <u>allowed</u> .			
Chapter 1.19.1	The tender validity period will be <u>60 days</u> since the tender opening.			
at ( 100.1	Number of duplicate copies to be submitted together with the original copy			
Chapter 1.20.1	of the proposal:			
	<u>2 copies</u>			
	The address for receipt of proposals			
	Person in charge of the receipt			
	Mr/Ms ******			
	Address of the organization:			
	Khoroo ***, ******* District (Governmental office of ******** District)			
	No. of the floor and the room:			
Chapter 1.21.3(b)	Room**, ****Floor			
-	City and aimag:			
	<u>****** District, Ulaanbaatar City</u>			
	Zip or postal code:			
	Country:			
	<u>Mongona</u> The following titles and Ne. of tender selection must be written on both of			
	the inner and outer envelopes for smooth identification: [specify the name of			
Chapter 1.21.3(c)	the tender selection and the identification No to be written on the			
	envelopes].			
	The deadline for proposal receipt:			
Chapter 1.22.1	Date: [specify the day, month and year. (For example: 8 Nov 2011)]			
· ·	Time: [specify the hour and minute. (For example: 15:30 etc)]			
	E. Opening and Evaluation of Proposals			

#### Chapter 2 Data table for tender selection (DTTS)

Relevant Articles of					
the Instructions to	Contents				
Tondonom (IT)	and around the Contents				
Tenderers (11)					
	The address of the place where tender opening (proposal opening) will be				
	conducted are the following:				
	Name of the building and the street:				
	Governmental office of ******** District				
	No. of the room and the floor:				
	Room **, ** Floor				
	City/Aimag:				
Chapter 1.25.1	<u>****** District, Illaanbaatar City</u>				
-	Zip code:				
	****				
	Country:				
	Mongolia				
	The date and time of the tender opening:				
	(Example) Date: 20 <sup>th</sup> day of the February, 2012				
	Time: 10:00 am (Mongolian standard time)				

# Chapter 3. Tender Selection Forms (TSF)

[Note for filling the tender selection forms]

Tenderers must fill these forms and submit them together with their proposals. If proposal includes several types of currencies, detailed information about prices must be indicated.

1 Form #TSF-1

**Tender Form** 

[Date]

To: Mr./Ms/Mrs.

, director, (name of the client organization)

- 1. We, *[the name of the tenderer]*, are proposing to implement the *[name and the No. Of the contract]* for *[tender price in numerals and letters]* Tg in accordance with tender document.
- 2. This proposal will be valid for *[numerals]* days since the deadline for the proposal receipt; and therefore, you can select this proposal before the end of the period.
- 3. If this proposal is selected, the statement of the contract rights grant will be the deal made between us until the official establishment of the contract.

Name of the tenderer:

Stamp and signature of the authorized official:

Name and position:

Address:

2 Form #TSF-2

**Capacity Information** 

#### Note for filling the capacity information form

In order to prove the possession of sufficient capacity for implementation of the contract or clarify the changes in the information submitted for pre-qualification, tenderers must submit the following information in accordance with the Article #4 of the Instructions to Tenderers. This information will not be a part of the contract. Additional sheets can be used if necessary. If documents attached to the form are in languages other than that of the proposal, the documents must be translated. If the tenderer participated in the pre-qualification, the information to be filled by it must be only the changed information.

1. Tenderer or each member		1.1. <b>[Att</b>	Tenderer's certificate of legal entity and the special permission (license): <i>ach the copy]</i>
oi a consortium		Place of registry: [fill]	
			Official address of business activities: [fill]
			Letter of attorney for the person representing the tenderer: [attach]
		1.2.	Total monetary value of construction works implemented for [numeral]1 years, list by years: [fill]
		1.3	The works similar with the contract in terms of work types and contract prices implemented for last <i>[numerals<sup>2</sup>]</i> years as the main contractor and the total contract prices expressed in the currency specified in the $#1.2$ must be filled in the table below. Further, expected and ongoing works and their planned date of completion should be listed.
21	6.4	4   NT	

Name of the project	Name and contact	Types of works and	Contract price
and country	number of the client	year of completion	
-	or customer		
a)			
b)			

1.4. Information related to the types or models of main equipments and machineries necessary for the implementation of the contract must be filled in the following table. Please refer to the Article #4.3 (d) of the Instruction to Tenderers.

Types/Models of equipments	Determination, produced country, years of utilization	Current condition (new, good, old) and the number of equipments	Own, to be rented, to be purchased (from where?)	
a) b)				

The numeral must be the same with that indicated in the provision #4 of the Instructions to Tenderers.
The numeral must be the same with that indicated in the provision #4 of the Instructions to Tenderers.

1.5. Skills and experiences of managers and specialists. Biographies must be attached. Please consider the Article #5.3 of the Instructions to Tenderers and the Article #9.1 of the special conditions of the contract.

Position	Name	Years of employment	Years of experience at the post similar to that being recommended
a)			
b)			

1.6. Recommended subcontractor. Please consider the Article #7 of the special conditions of the contract.

Types of works to be contracted out	Price of subcontract	Subcontractor (name and address)	Experience of similar works	State of settlement
a)			-	
b)				

- 1.7. The audited financial statements and reports of analysis that covered losses, profits and financial activities prepared for *[numeral<sup>3</sup>]* years. List the documents and attach the copies.
- 1.8. Evidences that can be useful in identifying the degree of satisfaction of the financial capacity requirements such as those related to cash and loan. List the evidences and attach the copies.
- 1.9. Name, address, contact number, telex and fax of the customer bank of the tenderer.
- 1.10. [Numerals<sup>4</sup>] years' information of tenderer related to lawsuits, parties of dispute, amount of claims and state of settlement.

Opposing parties	Name	Amount of claims	State of settlement
a)			
b)			

- 1.11. Statement of authority, but not relevant to the Article #4.2 of the Instructions to Tenderers.
- 1.12. Proposing work program (implementation methodology and work schedule). Definition and design drawings if necessary.
- 2. Consortium 2.1. All the information indicated in the #1.1 to 1.11 of the capacity information form must be filled by each member.
  - 2.2. Information indicated in the #1.12 of the capacity information form must be prepared for the consortium.
  - 2.3. Letter of attorney for the person who represent the consortium and sing on behalf of the consortium must be attached.

<sup>&</sup>lt;sup>3</sup> The numeral must be the same with that indicated in the provision #4 of the Instructions to Tenderers.

<sup>&</sup>lt;sup>4</sup> The numeral must be the same with that indicated in the Article #4.3 (k) of the Instructions to Tenderers.

- 2.4. Partnership contract that satisfies the following requirements and established among the members must be attached. The requirements are:
  - (a) The contract should specify the individual and joint liabilities of the members clearly in relation to the implementation of the contract;
  - (b) The contract must appoint the authorized person to undertake responsibilities and receive instructions on behalf of the other members, and to represent the consortium;
  - (B) The performance of the whole works will represented by the authorized person. And at the same time, the payment will be made only to him/her.

#### 3 Form #TSF-4

#### Statement of Grants of Contract Rights

(Must be prepared on the client's official printed form of letter)

[Date]

To: Mr./Ms./Mrs. director, [name of the contractor]

Subject: Grant of the Contract Rights

I am here informing you that our organization has accepted your proposal submitted on *[date]* for *[name and No. of contract and tender selection indicated in the special conditions of the contract]* with the tender price *[contract price in numerals and letters]* after it was corrected and adjusted<sup>5</sup> in accordance with the indications of the Instructions to Tenderers.

Please sign the contract form and deliver it within [numeral<sup>6</sup>] days after receiving this statement.,

Failure of delivering performance security within 21 days since the receipt of this statement will be a basis to invalidate the contract rights.

The contract form and the conditions have been attached.

Name of the client organizations:

Stamped signature of authorized official:

Position and name:

Address:

<sup>&</sup>lt;sup>5</sup> If it is unnecessary, the terms "correction" and "adjustment" will be deleted. Please see the "Note for the prototype contract form" on the next page.

<sup>&</sup>lt;sup>3</sup> It must be the same with the numeral indicated in the #33.2 of the Instructions to Tenderers.

# 1 Basic services

- 1.1 During the term of the Project, the Contractor shall collect, remove, transport, and dispose of all non-hazardous Solid Waste as defined herein and shall be solely responsible to furnish all Staff and Equipment, in a manner consistent with the Contract and considered good professional practice, and to the satisfaction of Client.
- 1.2 The Contractor shall collect and haul to the designated disposal site, within the operational hours of that facility, Solid Waste originating from all residential properties.
- 1.3 The Contractor shall make waste collection agreement with all business entities that are discharging non-hazardous waste within the collection area. In the event, the business entities are not agree to make an agreement with contractor, the contractor shall report to the Client to fined any solutions.
- 1.4 The contractor shall be responsible to clear illegal dumping which made by non-hazardous waste within the collection area.
- 1.5 The Contractor shall not be required by Client or any Generator to collect Hazardous Waste. Any discharge of Hazardous Waste shall be reported to Client within two hours, and it shall be the responsibility of Client and/or the Generator to promptly resolve safe management of the Hazardous Waste.

# 2 Commissioning period

- 2.1 The Commissioning Period comprises the one week prior to the Commencement Date. During the Commissioning Period the Contractor shall notify Generators about the details of the new Services to be provided under this Project.
- 2.2 The Contractor shall instruct Generators about waste placement and disposal requirements. The Contractor shall also advise the Generators about the mechanisms to address incomplete performance by the Contractor or other complaints.
- 2.3 During the Commissioning Period, the Contractor shall fully prepare for the performance of Services, and shall obtain any additional vehicles and equipment required to train the Contractor's Staff, and shall secure any other facilities as it may require.

# **3** Generator education and compliance

- 3.1 The Contractor shall, with the assistance of Client, educate the Generators about the Service and shall provide and distribute information about the rights and responsibilities of the Generators. The Contractor shall during the Commissioning Period prepare such information and submit same to Client for approval, which approval shall not be unreasonably delayed or withheld.
- 3.2 It is the Contractor's responsibility to instruct Generators to place Bags, Bundled Waste, Household Bins and Waste Containers at curbside or as close as practicable to collection vehicle routes by a specified time on the designated days of collection service.
- 3.3 After the Commissioning Period, the Contractor's Staff shall record and report to the Contractor's representative the time and location of any unauthorized, illegal, or clandestine dumping of Solid Waste that they observe. These reports shall be sent to Client the following

working day. It is the Contractor's responsibility to remove all unauthorized, illegal or clandestine dumps of Solid Waste within the Location.

#### 4 Hours of service

- 4.1 The contractor shall collect the discharged waste following the time table below.
- 4.2 In the event of absent of collection and transportation works, the contractor shall appoint alternative contractor to carry out the Service. The cost incurred from alternative appointment shall be bear by the contractor.

# 5 Waste collection frequency

- 5.1 The contractor shall collect the discharged waste 6 days per week. The contractor shall collect the discharged waste completely at the time of collection table is shown in attachment (Table 4-5).
- 5.2 The waste collection day is fixed on Monday to Saturday.

# 6 Holidays

- 6.1 If a public holiday occurs or falls on collection days, the collection ordinarily made on that day by the Contractor may be made by the Contractor on the proceeding day or the next succeeding day. The Contractor will determine whether to observe holidays as non-collection days, and shall notify Client of said determination as soon as practicable. The observance of a holiday in no way relieves the Contractor of its obligation to provide collection service specified within this contract.
- 6.2 The contractor shall obtain approval from client for No collection service during special holiday such as Naadam and Tsagaan sar.

#### 7 Locations and services

- 7.1 The Location of the Service to be provided under this Project is defined in attachment (Figure 4-1). The Contractor shall be fully responsible for the removal of all non-hazardous Solid Waste within the Location.
- 7.2 The Contractor shall provide a complete Solid Waste collection service throughout the Location and will be responsible for providing appropriate Equipment to cater for varying conditions, including road, topographical and settlement, within the Location.
- 7.3 The Services will comprise, but not be limited to Bags, Bundled Waste and waste storage facilities including: Public litter bins, Waste Bins, Household Bins, Waste Containers and Community Containers.
- 7.4 All waste storage facilities shall be carefully handled by the Contractor's Staff and shall be thoroughly emptied and left at their original point, standing upright, with any cover in place.
- 7.5 Estimated waste discharged amount is shown in attachment (Table 4-5).

# 8 Indiscriminate dump site

8.1 The Contractor shall notify Client in writing within 24 hours of the occurrence of an indiscriminate dump site in their Location.

8.2 The Contractor shall, having first sought the approval of the Authorized officer, erect anti litter signs at problematic areas with the Location.

# 9 Claims from Generator

9.1 In the event, the client receives a claim from Generator who lived in the Location. The contractor shall survey the contents of claim and its report to the client without any delay. If the reason of the claim is arising from the Contractor's Services, the Contractor shall solve the claim by his own expenses.

# 10 Vehicles

- 10.1 The Contractor's vehicles and equipment used for performing Services shall be adequate to perform the Services required by the Project as may reasonably be determined by Client from time to time.
- 10.2 For the collection of non-hazardous Solid Waste specialized collection vehicles shall be used. These fully contain the waste, eliminating potential nuisances such as odors, windblown litter and uncontrolled leachate discharge.
- 10.3 The Contractor shall paint all vehicles used for the routine collection of non-hazardous Solid Waste in the same color as the uniforms provided to the workers. The Contractor's name, telephone number, and vehicle number shall be visibly displayed on all collection vehicles in letters and figures not less than fifteen (15) cm high.
- 10.4 As vehicles and equipment become fully depreciated or reach the end of their useful life, the Contractor shall immediately purchase, rent, or lease vehicles and equipment to satisfy such requirements or replace such retired vehicles and equipment.
- 10.5 The Contractor shall ensure that all vehicles are registered and operate in compliance with all applicable laws and regulations.
- 10.6 The Contractor shall keep all vehicles and equipment used for performing Services in good repair, appearance and sanitary condition. All vehicles shall be washed and thoroughly disinfected every day.
- 10.7 All lights, horns, warning devices, mufflers, fuel tanks and emission controls on said vehicles and equipment shall be kept operable at all times, with an average fleet downtime of no more than twenty five percent. A sufficient supply of spare parts shall be kept on hand to ensure the timely and continuous fulfillment of this Project.
- 10.8 When vehicles are down for maintenance or repair, it shall be the Contractor's obligation to provide a replacement vehicle from the spares in its fleet or a comparable replacement through rental or leasing arrangements.
- 10.9 All vehicles and equipment shall be operated by qualified and licensed operators.
- 10.10 All vehicles shall be sufficiently secure so as to prevent any spilling or littering of Solid Waste. No vehicles shall be willfully overloaded.
- 10.11 All vehicles shall maintain a log of time and movement, including: departure time from the parking area at the start of work, arrival time at and departure time from the officially designated discharge location, and arrival time at the parking area at the end of work.
- 10.12 Vehicles which have their loads weighed or measured shall have this data included in their logs. Downtime and the nature of any break down and repair activities shall also be recorded.

Data from the vehicle logs shall be collated and presented in a monthly report of service delivery from the Contractor to Client. In addition, Client shall have access to the vehicle logs upon demand.

# 11 Vehicles routes and logs

- 11.1 The Contractor shall provide Client with the planned and scheduled route for each vehicle, so as to facilitate monitoring of performance of all work to be conducted under this Project.
- 11.2 All employees of the Contractor shall perform their duties in accordance with the planned and scheduled routes assigned to them. Whenever routes are changed by the Contractor, the Contractor shall provide Client with the new routes, and a justification for the changes, within one day of the changes. The Contractor shall make all driver's logs and records available for inspection on a daily basis, and whenever requested by Client. Generators who will be affected by the change must be notified at least one day prior to such change being effected.

# 12 Waste disposal

- 12.1 The Contractor shall transport the collected Solid Waste to Naragiin Enger Disposal Site located in Songinokhilkhan District, Ulaanbaatar City.
- 12.2 The Contractor shall at all times properly discharge solid wastes only to officially designated disposal facilities during their official hours of operation. No dumping of Solid Waste shall be made to drains, sewers, open lands, quarries, rivers, channels, swamps, or other locations not officially designated. The Contractor shall at all times supervise its workers and inspect their activities to ensure that unauthorized dumping does not occur.
- 12.3 The Contractor shall transport and discharge collected waste to NEDS.
- 12.4 The Contractor repeat the illegal dumping may result in the termination of the Contract, revocation of the license, and other punitive action prescribed by law.
- 12.5 The assigned disposal site may be closed and a new disposal site developed during the period covered by this Project. If the contractor is required to transport waste a further distance exceeding 10 km as a result, Client shall modify the Contract Price to compensate the Contractor for additional transit distance/time.

# 13 Tipping fees

13.1 At the commencement of the Project there will be no Tipping Fees at the NEDS. However, when new engineered sanitary landfill sites are constructed Contractors may be responsible for the payment of all Tipping Fees levied. The Contract Price shall be renegotiated at an appropriate time to reflect this potential additional expense to the Contractor.

# 14 Service additions and deletions

14.1 The Service shall be extended to all new or additional Generators, units and streets in the Location immediately upon request by Client or by the Generator. The Contractor shall provide this extension within the Contract Price. Any Variation to the Services will be taken into account on each anniversary of the Commencement Date (the Review Date) when the Contract Price is reviewed, and such increase or reduction shall take effect in respect of the twelve month period commencing on the relevant Review Date.

#### 15 Regulatory framework

15.1 The Client shall implement the Regulatory Framework. The Client shall inspect Generators for compliance with regulations regarding use of proper receptacles for Solid Waste storage, collection, disposal, littering, unauthorized dumping and management of Hazardous Wastes.

#### 16 Uniforms

16.1 The Contractor shall provide readily recognizable, brightly colored, shirts (or vests) and pants of a single design and color to all its workers, to be worn at all times when performing Services under this Contract, so that they can be readily observed and their performance can be readily monitored. Uniforms shall be kept clean and in good condition and replenished as they become worn or damaged, and on at least a semi-annual basis.

#### 17 **Protective equipment**

- 17.1 The Contractor shall provide protective shoes and gloves to all workers, for use at all times during performance of services under this Project.
- 17.2 Protective equipment shall be kept clean and in good condition, and replaced by the Contractor as it becomes worn or damaged, and at least on a semi-annual basis.
- 17.3 The Contractor shall be responsible for providing regular medical check-ups for its Staff, on at least a semi-annual basis, and for providing a program of suitable inoculations, having first obtained medical advice from a medical practitioner.

# 18 Liability & Indemnity

- 18.1 The Contractor shall hold harmless, defend and indemnify the Client of the local government, and any Generator from claim or damage arising from the actual or alleged negligence of the Contractor in the performance of the Services and from any willful, or criminal acts allegedly occurring during the Services, including the time when the Contractor vehicles are in transit.
- 18.2 The Contractor shall carry full comprehensive (all risk) vehicle insurance and general liability insurance coverage with insurance companies reasonably acceptable to the Client throughout the term of this Contract and throughout any extension or renewal thereof, providing for replacement value in the case of theft or damage, and liability in the case of accident.
- 18.3 Prior to the Commencement date under this Contract, certificates of insurance or verified copies of all insurance policies shall be provided to the Client, together with a certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended or terminated without thirty (30) days written notice having been given to the Client. If the levels of coverage and policy conditions outlined in the insurance policies do not meet the requirements of the Client, the Contractor will be required to obtain additional coverage prior to the start of work. All insurance policies shall be renewed at least fifteen days before expiry. The Contractor shall furnish the Client with adequate evidence that the Contractor has obtained and is maintaining in force Worker Compensation and Employee's Liability insurance to cover immediate expenses and long-term costs, including loss of income, related to injury and disability obtained during and from work operations.
- 18.4 The proceeds of such insurance, upon payment after any loss, shall be used in a manner prescribed by the Client. If the proceeds of such insurance, upon payment after any loss, are not adequate to compensate for the loss, the Contractor shall be responsible to make full compensation.

18.5 The Contractor shall, upon demand of the Client, at the Contractor's sole cost and expense, defend and provide attorneys to defend the Client, Client's office Officer, and Client's office staff, against any and all claims, actions or suits brought against them, arising or resulting from or in any way connected with the above-mentioned operations, defaults, negligence, or performance failures.

# **19 Performance Monitoring**

- 19.1 The Contractor shall allow the Client, including the designated officer and the Client's staff to have access at all times to inspect the work being conducted under this Contract, to inspect all records and documents maintained by Contractor regarding work performed under this Contract, and to inspect the Garage, including spare parts inventories, stores, and workshop repair facilities.
- 19.2 The Client has responsibility for monitoring and controlling the Services conducted under this Project. The Client may assign this responsibility to the Client's staff including health inspectors and police working with other departments of government, and/or may separately contract with a private Contractor called the monitor for monitoring services.
- 19.3 All work conducted under this Project shall be subject to performance monitoring by the Client and/or the Client's officially designated independent monitor. The Contractor shall cooperate fully with the efforts of the Client and the monitor to monitor and control the Services.
- 19.4 The Contractor shall establish and operate a complaint and public liaison office within its assigned zone of service. The Contractor shall also establish and operate a telephone line with a full time answering service or machine at the said office for receipt of complaints and public comments. Said office shall have at least one responsible person in charge and present during collection hours and shall be open during all collection hours.
- 19.5 A complete log of all communications is to be maintained, including a record of actions to follow-up on any complaints or comments. The Contractor shall make the log and record available for inspection whenever requested by the Client and/or its monitor. The Contractor shall respond to all complaints regarding the Services provided under this Contract in a courteous and prompt manner within .10 days.

# 20 Financial Penalties

20.1 For the purpose of assessing whether financial penalties are recoverable by the Client from the Contractor the following method shall be applied;

Each Notice issued shall correspond to the following default points;

Rectification Notice	:	-1 point
Default Notice	:	-2 points
Supplementary Default Notice	:	-3 points

- 20.2 Definition of Notice
  - (a) At any time after the commencement date of the contract the Client may investigate each case where the Contractor has failed to properly perform the Services in accordance with the provisions of the Contract. Where the Client is satisfied that in any particular case the Contractor has failed to perform the Services completely in accordance with the provisions of the Contract, the Client shall be entitled to issue to the Contractor a notice instructing the Contractor to remedy the failure within a reasonable period of time (Rectification Notice).
  - (b) In addition, where the Service which has not been performed in accordance with the

Contract is, of such a type and/or provided at such a frequency that the issuing of a Rectification Notice would be inappropriate and of no effect, the Client shall be entitled to issue a <u>Default Notice</u>.

- (c) If the Contractor fails to remedy the Services deficiency which is the subject of a Rectification Notice, the Client shall be entitled to issue a Default Notice. Further failure on the part of the Contractor to remedy the Service deficiency may result in the issuing of <u>Supplementary Default Notice</u>. Each Default and Supplementary Default Notice will require the Contractor to remedy the Service deficiency within a set or defined period.
- (d) Without prejudice to the generality of the foregoing, the following matters shall be included in the types of Services deficiencies for which notices may be issued.
  - Failure to properly collect, in compliance with the schedule, any solid waste within the location
  - Failure to clear spillages within the location
  - Unsafe Working Practices
  - Misuse of Vehicles and Equipment
  - Overloading of Vehicles
  - Failure to make returns and reports
- (c) All Notices shall be recorded and used by the Client in determining the Contractor's overall Services performance and shall also be used in determining Financial Penalties and whether the Client may terminate the Contract.
- 20.3 In the event of incidents of the Contractor's failure to properly perform the Services the Contractor shall be liable to Client for the costs incurred thereby to be calculated as set out below;

Default Points in any month	Deduction from monthly installment	
0-20	1.0%	
21-40	2.0%	
41-60	5.0%	

# 21 Termination

This clause shall be refer to Chapter 5.33 and Chapter 5.34

# 22 Methodology Statement

- 22.1 The Contractor shall provide a methodology statement which should broadly explain their overall approach to the Project.
- 22.2 The Contractor shall complete the attached Table 4-1 which details specific information relating to collection methodology and frequency within specific communities.
- 22.3 The Contractor shall also detail, on the appropriate maps provided, their approximate daily collection routes. Separate maps may be submitted for each collection day or alternatively color coded daily routes can be placed on a single map as long as the information is clearly legible.

# 23 Submission of optional proposals

23.1 If the submission of optional proposal is allowed in Chapter 2 Data table for tender selection

(DTTS) . The Contractor shall be required to submit Tender price for Original and Optional proposal and shall be required following documents for Optional proposal.

- > Collection route and point Map which covered with collection area.
- > Frequency and Time table of the waste collection

# 24 List of Equipment and Personal

24.1 The Contractor shall be filled up provided form Table 4-2, Table 4-3 and Table 4-4 for their equipment details and personals which will be involved for this project.

Location	Waste Col	lection		Waste Storage	Vehicle and St	aff Specification
Name	Number of Households	Curb side Curb side containers containers	Frequency of Services (Specify which days per week)	Type of waste Storage facility(s) (Plastic bass/community container/ Household bin etc) to be provided by contractor (Include numbers & capacities where appropriate)	Location(s) of Storage facility(s) (Specify exact locations of community containers -if- relevant)	Type of Vehicle details (Rear loading Compactor/Skip etc) (Include numbers and capacities)

Table 4-1: Waste Collection Methodology

Chapter 4 Technical Specifications

4-9

Table 4-2: List of Personals

Staff	Administrative	Technical	Supervisors	Drivers	Operators
Numbers presently employed					
Total numbers to be employed under the Project					
Proposed source of additional staff					
Mobilization period for additional staff					
Number of expatriates employed					
Number of regional personal employed					
Number of Ulaanbaatar City citizens employed					

Table 4-3: Existing Equipment									
Description	Manufacture	Model	Year of Manufacture	Condition	Ownership (state who owns the equipment)				

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Chapter 4 Technical Specifications

Table 4-4: Proposed Equipments

Description	Manufacturer	Model	Year of Manufacture	To be purchase or hired	Obtained from where	How financed	Mobilization period

# 25 Attachment

#### 25.1 Collection Time Table

	Table	4-5:	Collection	Time	Table
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s			Freq.	Cal	Col.							
ay		Sources	(times/	C01.	Amount	Mon	Tue	Wed	Thu	Fri	Sa	at
А			week)	Hours	(kg)							
	Morni	n <u>g Trip:</u>										
	1 Selbe houses/Orchlon		6	0:24	532	9:00		9:00		9:00		_
	2	Macro Centre	3	0:13	312		*					
	3	Apart-9/1 & 5/1	3	0:13	197							
	4	Music and Dance College	3	0:24	519		••• <b>&gt;</b>					
	5	Apart-39	3	0:08	208							
	6	Apart-4	3	0:13	409							
	7	Apart-6	3	0:17	409							
	8	Apart-5	3	0:08	409					•		
	9	Apart-5A	3	0:09	358	12:30		12:30		12:30		
E		Expected Trip Waste (kg)				3352		3352		3352		
1												
ed	Aftern	oon Trip:										
12	1	Odkon Co., Ltd	1	0:03	236					14:50		
Ę	2	Craft atilier	3	0:12	355	14:50		14:50				
Ž	3	Apart-18 (15)	3	0:13	59							
	4	Apart-7A	3	0:17	709							
	5	Tanii delguur	3	0:06	153							
	6	Tegsh AOU/Panda's Villa	6	0:18	436							
	7	Tegsh's businesses	6	0:05	55							
	8	Sunny and trade	3	0:14	255							
	9	Business of Apart-13 (11)	6	0:08	22							
	10	Soraksan & GaM	6	0:05	22							
	11	Business of Apart 5 A	0	0:09	138	19:00				19:00		
	12	Chingeltei Electricity Supply	2	0.06	42	18.00		18:00		18.00		
	15	Expected Trip Waste (kg)	3	0.11	155	2312		2465		2548		
		Expected IIIp waste (kg)				2012		2403		2.340		
	Morni	ng Trip:										
	1	Selbe houses/Orchlon	6	0:24	532		9:00		9:00		9:0	)0
	2	Democratic Party	1	0:02	10							
	3	Apart-9	3	0:11	414							
	4	Apart-8	3	0:21	296							
	5	Apart-7	3	0:30	632							7
	6	Apart-10	3	0:45	1270		12:30		12:30		12:	30
		Expected Trip Waste (kg)					3153		3153			3153
	Aftern	oon Trip:										
Ę	1	Rehabilitation clinics	3	0:20	657		14:50		14:50		14:	50
Ň	2	Nova furniture	3	0:06	100			>				
Ē,	3	Frame factory	1	0:08	<u>100</u>							
L P	4	Apart-36 (Selbe-2)	3	0:18	260			•••				
e,	5	Pizza romania, Khaliun trade e	3	0:18	290							
Lu	6	Auto wash	3	0:06	58							
<b>`</b> `	7	Food market	3	0:07	580							
	8	Tegsh AOU/Panda's Villa	6	0:18	436							
	9	Tegsh's businesses	6	0:05	55							
	10	Apart-13 (11)	3	0:14	255			•••				
	11	Business of Apart-13 (11)	6	0:08								
	12	Soraksan & GaM	6	0.05	55							
	13	Business of Apart 4	6	0.00	138							
	1/	Business of Apart 5A	6	0.05	150		18.00		18:00			7
	14	Smile and Selbe bars	1	0.00	42		10.00		10.00		18.	00
	15	Expected Trip Waste (ba)	1	0.10	333		2.080		3080		10.	3335
Colle	ection d	avs=6 per week	Travel	hours	(1) Kho	roo to NFF	S=>0.200	2) NEDS to	Khoroo=>	1·30 (hreak	inch	ided)
Num	Number of trips=12 per week (1) Collection hours=2:40 per trip; (2) Shifting hours=0:50 per trip											

25.2 Waste collection route



Figure 4-1: Waste collection points and collection sequence

Chapter 5 General Condition of Contract

# Chapter 5. General Condition of Contract

# A. General Provisions

# 1 Terms and Definitions

1.1 The terms are written in **bold** fonts.

Phased work schedule /volume of work The schedule includes prices for works of phases (or volume of work) and submitted by the contractor together with the proposal.

Conditions of compensation Conditions indicated in the Article #41 of the General Conditions of the Contract.

**Date of completion** The date which the Project Manager certified the completion of the works, it shall be compliance with the Chapter 5.31.1.

**Contract** The contract established between the client and the contractor on implementation and completion of the works and conduct of the operation and maintenance. The contract consists of the documents mentioned in the Chapter 7 of the contract form.

Contractor The Contractor who submitted the proposal shall be accepted by the client.

**Proposal (or Tender)** Complex of documents shall be prepared and submitted by the contractor in accordance with the client's conditions and requirements.

Contract price The price indicated in the Statement of Contract Rights Grant and adjustable in accordance with relevant Articles of the contract

# Days or Months are those of the calendar.

Work-day Costs, amount of which are estimated based on the worked periods of workers and equipments (man-hour or machine-hour)

Breaches and defects Works are not conducted in accordance with the contract or with defects in quality and violated the design drawings and the technical specification.

Statement of breach and defect elimination The guarantee made by the Project Manager after the contractor eliminates the breaches and the defects.

Warranty period Period indicated in the special conditions of the contract which starts from the completion date of work. During this period, the contractor will be obliged to fix breaches and defects.

Drawing Approved design drawings or plans and approved estimations and other relevant information prepared by the Project Manager in relation to the drawings and plans.

Client Entity who is hiring the contractor for implementation for the work

Equipments Contractor's machineries, mechanisms and vehicles brought to the worksite temporarily to utilize on implementation of the works.

Initial price of contract (or "Initial contract price") The contract price indicated by the client on the statement of contract rights grant.

Planned date of completion The date set in the contract for completion of works.

Chapter 5 General Condition of Contract

Modification of the planned completion date can only be based on orders by the Project Manager.

Material All kinds of construction, raw materials, components, parts and other items to be used by the contractor for implementation of the works

Facility Constituent part with mechanical, electrical and chemical or biological functions

**Project manager** Person indicated in the special conditions of the contract and responsible for monitoring of work implementation and contract management (or person appointed by the client to deputize the project manager and informed to the contractor).

Worksite Area defined in the special conditions of the contract.

Report of worksite survey Report attached to the tender document which explains the conditions of the surface, soil, climate conditions and environmental assessment in the work field.

Technical specification The technical specification set for the works of the contract and its amendments made or approved by the Project Manager.

**Date of commencement** The date on which the contractor commences the works. The date will be indicated in the special conditions of the contract. Not necessarily be the same with the commencement date of work field management.

Subcontractor Entity signed contract with the contractor on implementation of a part of the works indicated into his contract.

By-work Work of planning, installation and removal necessary that for the contractor to conduct before construction of facilities or implementation of the works.

Alteration Instructions given by the Project Manager on altering the works

Works Works defined in the special conditions of the contract that must be implemented by the contractor and transferred to the client.

# 2 Explanation

- 2.1 Singulars written in the general conditions of this contract may stand for plurals and vice versa. Titles will not be paid significance. Words will be understood with their direct meanings if there are no special indications. Explanations and clarifications about the contract conditions will only be made by the Project Manager.
- 2.2 If the special conditions of the contract indicated to complete the works by phases or partially, the terms of the general conditions such as works, completed date of work and planned date of completion will be applied to each part of the works.

# 3 Language of contract and Law

3.1 The language of contract shall be made in Mongolian and applicable law is laws of Mongolia will be indicated in the special conditions of the contract.

# 4 Decision by the Project Manager

4.1 If it is not indicated specifically in the contract, any decision related of the contract will be made by the Project Manager on behalf of the client.

#### 5 Transfer of rights and obligations

5.1 The Project Manager is allowed to transfer his duties to the other party for a period of time. However, the contractor must be informed before the transfer and the return of the Project Manager's rights and obligations.

#### 6 Communication

6.1 The communication between the parties about the general conditions of the contract will be valid as long as they made in writing. Written statements will become valid when received by the other party.

# 7 Subcontracting

7.1 Subcontracting is allowed if the Project Manager accepts; however, it is prohibited to contract part of the works defined in the contract out to a third party without any written permissions by the client. Subcontracting will not alter the obligations of the contractor.

#### 8 Other contractors

8.1 The contractor is obliged to provide the other contractors with opportunity to utilize the work field jointly for the periods indicated in their schedules in accordance with the indications of the special conditions of the contract. The contractor should provide these entities with necessary work instruments and services as indicated in the schedule. The client is authorized to amend the other contractors' schedules and obliged to inform the contractor about the amendments.

#### 9 Labor force

- 9.1 The contractor will employ proper person(s) for functions indicated in the schedule of the major expert which was mentioned in the special conditions or those accepted by the Project Manager. If the contractor requests to replace the major expert, the Project Manager will approve the request as long as the skills of the expert recommended by the contractor match or over satisfy the requirements set in the above mentioned schedule.
- 9.2 If the Project Manager demands the contractor to terminate employment of one of his workers based on justifiable reasons, the contractor must release the worker from his duty within a week and will not allow him again to participate in the implementation work.

# 10 Risks undertaken by the client and the contractor

10.1 The client and the contractor will undertake the risks indicated in the contract as client's risks and contractor's risks respectively.

#### 11 The client's risks

- 11.1 The client will undertake the following risks from the date of work commencement till the receipt of statement about the elimination of breaches and defects:
  - (a) Risks related to injuries, deaths and losses or breakdowns of properties occurred during or due to the following (risks related to works, facilities, materials and equipments will be excluded):

Chapter 5 General Condition of Contract

- (1) Utilization of the work field in due manner of the contract and the incident was unpreventable; and
- (2) Improper use of authorities, irresponsible actions and violation of obligations by the client or parties other than the contractor's employees.
- (b) Risks of breakdowns in works, facilities, materials and equipments resulted from the client's fault, errors in the client's drawings or conditions of force majeure.
- 11.2 Risks of breakdowns in or losses of works, facilities and materials occurred during the period from the completion date, on which statement of breach and defect elimination received, due to other reasons than the below-mentioned will be undertaken by the client:
  - (a) Breaches and defects detected on the date of completion;
  - (b) Breaches and defects occurred before the date of completion that will not be a part of the client's risks; and
  - (c) Breaches and defects resulted from activities of the contractor on the work field after the date of completion.

# 12 Contractor's risks

12.1 The contractor will undertake the risks resulted from injuries, deaths and losses or breakdowns of properties (including but not limited to works, facilities and materials) as well as those that must not be undertaken by the client for the period from the date of work commencement to the issue date of statement of breach and defect climination.

#### 13 Insurance

- 13.1 The contractor must take out insurances against the following circumstances relevant to the contractor's risks on behalf of him and the client for the period from the date of commencement to the expiry date of the warranty. The amount of the insurances must be same with that indicated in the special conditions of the contract.
  - (a) Losses of and breakdowns in the works, facilities and materials;
  - (b) Losses and breakdowns of equipments;
  - (c) Losses and breakdowns of assets (works, facilities, materials and equipments) in relation to the contract implementation; and
  - (d) Injuries and deaths
- 13.2 The contractor must deliver the insurance policy and certificate to the Project Manager for his approval before the date of commencement. The insurance should be taken with the amount of the special conditions of the contract in order to compensate damages of the circumstances mentioned in the Chapter 5.13.1.
- 13.3 If the contractor failed to deliver the insurance policy or certificates, the client should take the insurance and the deduction the insurance payment from the amount to be paid by the client to the contractor. If the client has no duty of payment to the contractor, the insurance payment will be the debt of the contractor to the client.
- 13.4 Alteration of the insurance conditions without the permission of the Project Manager is prohibited.

#### Chapter 5 General Condition of Contract

13.5 Both parties must meet all the insurance conditions.

# 14 **Report of worksite survey**

14.1 When preparing the tender proposal, the contractor must use the report on worksite survey that was mentioned in the special conditions of the contract and other information designated for Contractors.

#### 15 Questioning on the special conditions of the contract

15.1 The Project Manager will clarify and prepare explanations based on the questions about the special conditions.

#### 16 Work implementation by the contractor

16.1 The contractor should implement the works in accordance with the technical specification and the drawings.

#### 17 Completion of the work in due time (by the planned date)

17.1 The contractor must start the works on due date of commencement, implement in accordance with the work program prepared by him and the clarified work program approved by the Project Manager, and finish the works on the planned date of completion.

#### 18 Guarantee by the Project Manager

- 18.1 The contractor must deliver the technical specification and drawings of the by-works proposed by him to the Project Manager. If these are compliant with the technical specification and drawings of the works, the Project Manager will approve.
- 18.2 The contractor is responsible for the design drawings for the by-works.
- 18.3 Approval of the by-works by the Project Manager does not alter the obligations of the contractor related to the design drawings of the by-works.
- 18.4 If necessary, the contractor must obtain permissions of other organizations which are relevant to the drawings of the by-works.
- 18.5 The Project Manager should approve all the drawings prepared by the contractor for the by-works before the commencement of the works.

#### 19 Safety

- 19.1 The contractor will be responsible for the safety of all the activities to be conducted on the work field.
- 19.2 The contractor must take all measures necessary to protect facilities and buildings being constructed by him from natural disasters and unexpected casualties and adhere to any due requirements set by environmental, sanitary and emergency authorities in relation to the works.

# 20 Finds

20.1 Any historical and heritage finds discovered at the worksite will be the property of Mongolia.
#### Chapter 5 General Condition of Contract

The contractor must inform the Project Manager about finds if there are any and adhere to the instructions of the Project Manager.

#### 21 Instructions

21.1 Any instructions made by the Project Manager must be compliant with the Laws of Mongolia and must be obcyced by the contractor.

#### 22 Settlement of disputes

22.1 If the parties are not able to reach an agreement on the disputes related to the implementation of the contract obligations, a claim will be filed to the court.

## B. Period monitoring.

#### 23 Postponement of the dates by the Project Manager

23.1 The Project Manager is authorized to give instructions to the contractor to postpone the commencement of an activity of the works.

#### 24 Meeting

- 24.1 Either the Project Manager or the contractor is allowed to demand the other party to participate in work meetings. During the meetings, the progress of the work will be verified and problems will be solved in accordance with the rule of precaution.
- 24.2 The Project Manager prepares minutes of the meetings and distributes copies of the minutes to the attended parties. The Project Manager also allocates necessary assignments to the parties during or after the meetings and informs all the parties about the assignments in written statements.

#### 25 Rule of precautions

- 25.1 The contractor is obliged to precaution the Project Manager against situations that may affect the quality, contract price and implementation period. The Project Manager is authorized to require the contractor for information about the possible affects of occurred situations on the date of completion and the contract price. The contractor should deliver the necessary information as soon as possible.
- 25.2 The contractor will propose countermeasures to eliminate the above mentioned situation or to mitigate their impacts and cooperate with the Project Manager on implementation to his instruction.

# C. Quality Control

## 26 Detection of breaches and defects

26.1 The Project Manager shall examine the progress of the works and inform the contractor about detected breaches and defects. This examination should not affect the obligations of the contractor. The Project Manager is authorized to provide the contractor with instructions about a conduct of inspections or experiments for the purpose to detect any defaults, defects and hidden problems.

5-6

#### 27 Experiment

27.1 If the breaches and defects are found during experiments conducted by the Project Manager's requests (but not by the requirements of the technical specification), the costs of the experiments will undertaken by the contractor. If no breaches and defects are found, it will be considered as a condition of compensation.

# D. Cost Control

## 28 Statement of payment

28.1 The Project Manager will check the implementation of the works and approves the amount of payment.

#### 29 Payment

- 29.1 The client will pay the amount approved by the Project Manager to the contractor in the time indicated by the special conditions of the contract. In the events, the client did not make any payments to the contractor by due date, the fine for the delayed amount must be added to the amount of the next payment. The fine will be applied to the days between the due date of the payment and the paid date. The amount of the fine will be estimated based on interest rates of commercial loans.
- 29.2 If the amounts indicated in the previous statements (claims) increased due to a court decision or last statements, fine will also be paid to the contractor for the amount of increase (as this will be treated as delayed part of the previous payment). The fine will be estimated from the date when this amount of increase must have been paid.
- 29.3 If it is specified differently in the contract, all the payment and deduction will be settled in the currency of the contract.

#### **30 Conditions of compensation**

- 30.1 The following are the conditions to make compensation:
  - (a) The Project Manager decided to postpone works or did not provide the contractor technical specification and instructions necessary for the implementation of works;
  - (b) No breaches and defects are found through additional examinations or experiments conducted by the contractor based on the Project Manager's orders;
  - (c) The Project Manager did not approve subcontracting without any justifiable reasons;
  - (d) The Project Manager instructed the contractor to conduct additional works required by the situations resulted from the client's activities, safety and other reasons;
  - (e) The client's risks affected the contractor;
- 30.2 Every occasion that the contractor submitted a report that contains estimation of the contractor's costs affected by the compensation condition, the Project Manager will evaluate the estimation and adjust the contract price. If the contractor's estimation was considered unreasonable, the Project Manager will adjust the contract price based on his estimation. In doing so, it will be considered that the contractor will take necessary measures to eliminate any negative impact related to that occasion.

Chapter 5 General Condition of Contract

## E. Completion of the contract

## 31 Completion of work

31.1 The contractor should request the Project Manager to submit the statement of completion. If the Project Manager accepts the completion of the works, he should deliver the statement of completion.

## 32 Final settlement

32.1 The contractor should prepare detailed estimation of the total payment in accordance with the contract and submit it to the Project Manager before the end date of the quality guaranteed period. The Project Manager should deliver a statement whether defaults and defects have been fixed and determine the final payment to be transferred to the contractor within 28 days after receiving the estimation submitted by the contractor if it is correct and acceptable. If the estimation is incorrect, the Project Manager should deliver explanations about the necessity to amend or correct the estimation to the contractor within 28 days. If the amended or corrected estimation does not meet the requirements, the Project Manager set the amount of payment and makes statement on payment.

## **33** Termination of the contract

- 33.1 The contractor can be terminated by any of the client and the contractor if one of the parties considers the other violated the contract seriously.
- 33.2 The below are the circumstance to be considered, but not limited to, as serious violations of the contract.
  - (a) Work has been suspended by the contractor for more than 28 days while no indication is reflected the Project Manager approves the decision about the suspension of work;
  - (b) The decision to stop the work given by the Project Manager to the contractor was not cancelled within 28 days;
  - (c) Either the client or the contractor went into bankruptcy, or was dismantled for other purposes than merger and restructure;
  - (d) The client failed in settlement of the payment that had to be made in accordance with the statement of payment submitted by the Project Manager within 84 days from the submission date of the statement;
  - (e) The contractor was informed by the Project Manager that his/her failure in fixing certain defaults and defects is considered as a serious defaults of contract obligations and the contractor fails again in fixing the defaults and the defects in due time indicated in the statement.
  - (f) The contractor did not supply the guarantee requested by the client;
  - (g) The contractor did not complete the work by the period indicated in the special conditions of the contract as a period for application of maximum default payment.
- 33.3 If a statement of contract violation by one of the contracted party was submitted to the Project Manager and the violation was not those indicated in the Chapter 5.33.2, the Project Manager should identify whether the violation is serious or not.

- 33.4 The client has rights to terminate the contract without considering the above mentioned if necessary.
- 33.5 In the case of contract termination, the contractor should stop the work immediately, ensure the entirety and the safety of the worksite and release it as soon as possible.

## **34** Payment for contract termination

- 34.1 If the contract was terminated due to the serious violation by the contractor, the Project Manager makes a statement that certifies the evaluation of implemented works and ordered materials. When making the statement, the amount of works uncompleted as of the date of the statement should be considered as those indicated in the special conditions of the contract and must be subtracted from the evaluation. An additional default payment must be imposed on the contractor. If the payment from the contractor to the client exceeds that from the client to the contractor, the difference will be a debt by the contractor to the client.
- 34.2 In the case of a termination where the client violates the contract seriously or the client demanded to terminate, the Project Manager make statement after verification of all the costs spent by the contractor such as prices or evaluation of conducted works and ordered materials, transport cost for the removal of the equipments from the worksite, costs for returning workers hired by the contractor for the implementation of the works and costs for security and safety of the worksite.

## 35 Exemption from obligation

35.1 If the contract became unable to implement due to force majeure conditions, the Project Manager is obliged to certify the conditions. Having received the statement, the contractor ensures the entirety of the worksite and stops working as soon as possible. The client is obliged to pay the contractor the amount for the works completed before the statement and done by orders after the statement.

Chapter 6 Special Condition of Contract

# Chapter 6. Special Condition of Contract

## 1 Part of the Contract Document

The following documents will be a part of the contract:

Chapter 5.8	Schedule of other contractors
Chapter 5.14	Report of worksite survey

## 2 Definition of Article contents

- 2.1 Chapter 5.1 Client: <u>Governor of Khoroo 7, Sukhbataar District, Address: \*\*\*\*</u>, <u>Sukhbataar District, Ulaanbaatar City</u>
- 2.2 Chapter 5.1 Project Manager: Mr. \*\*\*\*\*\*\*\*\*\*\*
- 2.3 Chapter 5.1 Name of the contract and registration No. 20120120
- 2.4 Chapter 5.1 The works consists of <u>collection of house waste generated waste</u> (hereinafter: the Waste) by Khoroo \*\* citizen, \*\*\*\*\* District, Ulaanbaatar City, transport and discharge the waste to Naragiin Enger Disposal Site which located in Songinokhirhan District, Ulaanbaatar City.
- 2.5 Chapter 5.1Chapter 5.1 Date of commencement: [Specify the date]
- 2.6 Chapter 5.1 The work field is located in <u>Khoroo \*\*, \*\*\*\* District</u>, <u>Ulaanbaatar City</u>
- 2.7 Chapter 5.3 The contract documents will be written in *Mongolia*
- 2.8 Chapter 5.3 *Laws of Mongolia will be applied in the contract*.
- 2.9 13Chapter 5.13 Items to be covered by the compulsory insurances and their minimum insurance payment are the following:
  - (a) The minimum amount to be paid by the contractor for casualty and life insurances will be the following:
    - (1) [Specify the amount] for employees of the contractor.
    - (2) [Specify the amount] for other people.
- 2.10 Chapter 5.17 planned date of work completion: [Specify the date]
- 2.11 Chapter 5.1 Date of commencing work field utilization: [Specify the date]
- 2.12 Chapter 5.29 The payment period will be <u>within 30 days</u> since the issue date of statements of payment.
- 2.13 Chapter 5.30 The following circumstance will also be considered as a condition of compensation:
  - 1) <u>Fluctuation of Fuel price: If fuel price will increase more than 20%</u> against price fuel as date of Contract signed.

Chapter 7 Contract Forms

# **Chapter 7.** Contract Forms

1 Form # CF-1

	Approved by:	Accepted by <sup>7</sup> :					
CLIENT	Contractor	[Supervising official of th organization to authoriz financing]					
(Stamp)	(Stamp)	_					
(Signature)	(Signature)	(Stamp)					
(Position)	(Position)	(Signature)					
		(Position)					

## Contract for the Project on Waste Collection & Transportation at Khoroo\*\*, \*\*\*\*\* District

## <u>No. 20120120</u>

..... city/province

<u>Government of \*\*\*\*\*\* District</u> (hereinafter to be referred to as the client) from one side and [name of the contractor, names of his/her residing city and country] (hereinafter to be referred to as the contractor) from the other side have reached an agreement on the following items and established this contract on \*\*\*\*\*\*\* (day, month, year).

1. The objectives of this contract are to regulate relations between the client and the contractor on construction of engineering facilities, or implementation of renovation and installment of equipments in accordance with the Civil Law, Law on Construction and other relevant laws and regulations; and to clarify their duties and obligations.

2. The client here accepted the implementation of <u>the Project on Waste Collection &</u> <u>Transportation at Khoroo \*\*, \*\*\*\*\*\*\* District : Contract number \*\*\*\*\*\*\*</u> hereinafter to be referred to as 'works'') with *[contract price by numerals and letters]* (hereinafter to be referred as ''contract price'') which was proposed by the contractor. The contract price or the total budgeted costs of the works will be the total financing.

3. Total contract price: Tg. Of which:

From the State Budget: \_\_\_\_\_Tg in 20\*\*

From the Local Budget: \_\_\_\_\_Tg in 20\*\*

From own fund: \_\_\_\_\_Tg in 20\*\*

<sup>&</sup>lt;sup>1</sup> If the client and the finance authorizing organization are same organization, this part will be deleted.

Chapter 7 Contract Forms

water) and the annex \_\_\_\_\_\_ on ... [date] and transfer them on .... [date].

5. The following documents will be inseparable parts of the contract (hereinafter to be referred as "the contract document"):

- 5.1 Statement of granted rights for establishment of contract;
- 5.2 Other necessary documents;
- 5.3 Bill of quantities;
- 5.4 Special conditions of the contract;
- 5.5 General conditions of the contract;
- 5.6 Technical specifications;
- 5.7 Drawings;
- 5.8 Phased work schedule submitted by the contractor;
- 5.9 Schedule of financing;
- 5.10 Work implementation schedule.

The contract will be the final agreement between the parties and replaces all those made before. If the contract documents contradict one another, the priority will be set based on the above order and the contradiction will be solved.

6. The rights and obligations of the both parties are indicated in the general and special conditions of the contract.

7. The contractor is obliged to implement the works and to fix any defaults and defects found based on the payment to be made by the client in accordance with the conditions of this contract.

8. The client is obliged to transfer the contract payments to the contractor based on his/her performance of work implementation and elimination of any defaults and defects.

9. The parties will communicate each other in written statements or telephone regarding the issues related to the contract.

Representing the Client:

Representing the Contractor:

[Name and position] |Signature|

#### STAMP

[address of the client] [Tel/Fax] [Bank account, No of account and name of th bank] [Name and position] [Signature]

## STAMP

[address of the client] [Tel/Fax] [Bank account, No of account and name of th bank]

7-2

Chapter 7 Contract Forms

## 2 Form # CF-2

#### **Performance Security Form**

(Bank guarantee)

#### To: [Name of the client organization]

In relation to *[Name of the contractor]* (hereinafter to be referred to as "contractor") has been decided to implement the works indicated in <u>the Project on Waste Collection & Transportation at Khoroo</u> \*\*, <u>\*\*\*\*\* District</u> (hereinafter to be referred to as "contract") under the contract # ... dated on ... day ... month ... year:

*[Name of bank]* (hereinafter to be referred to as "bank") is here presenting the following as a guarantee for the implementation of the contractor's obligations based on the indication in the contract to submit a bank guarantee issued by a bank acceptable to the client for the below amount:

On behalf of the contractor, the bank will be responsible for the payment with the amount not exceeding [specify the amount to secure in numerals and the type of currency] [specify the amount in letters and the type of currency<sup>8</sup>]) before <u>Governor of \*\*\*\*\* District</u> (hereinafter to be referred to as "client") and undertake the duty to transfer the payment without any resistance immediately after the receipt of an initial requirements by the client that state the contractor's violation of its contract obligations. The bank will not demand the client to supply any evidences, basis and explanations for the specified amount [secured amount in numerals and letters and the type of currency].

Any changes in the conditions of the contract signed between the client and the contractor, alteration in the works to be implemented under the contract and amendments of the contract documents will not affect the duty of the bank under this performance security. Submission of any statements about the above-mentioned changes to the bank is not necessary.

This performance security is valid for 28 days from the issue date of statement of work completion.

Respectfully Yours,

	signature of the authorized person of the bank
	name and the position
Stamp of the bank	

Date: \_\_\_\_

Address:\_\_\_\_

<sup>&</sup>lt;sup>8</sup> The amount will be specified by the guarantor and will be specified in percentage of the contract price. The currency will be those of the contract or accepted by the client.

## D.3 収集量計測マニュアル

# 収集量計測マニュアル

2012年6月

序

ナランギーンエンゲル最終処分場に、車両が運搬して来るごみを計量(搬入検査)す ることを目的に設置されているウェイブリッジでは、2012年には平均で一日およそ 200トリップ、1000トン近くのごみが計測されている。このウェイブリッジに記録さ れている情報は、行政が処分場に搬入されるごみの情報を正確に把握し、廃棄物管理 に役立てるために非常に重要な、いわば公共の財産である。その財産をできるだけ適 正に記録・維持管理、及び公開していくことが廃棄物管理に携わる行政機関としての 義務であり、また、本技術協力プロジェクトでもそれに資することに努めて来た。そ のような背景の中で、この度「収集量計測マニュアル」が作成されることになったが、 その内容は大きく分けて、「1. 情報をウェイブリッジ上で記録する作業」、「2. 記 録した情報を維持・管理/公開する作業」、それから「3. 公開された情報を閲覧する 方法」の三章で構成されており、その題目は下記の通りである。

- 1. ウェイブリッジにおける記録操作の手順
- 2. 情報の維持・管理のための定期作業
- 3. ウェブサイトにおける情報の閲覧方法

また、今までのウェイブリッジに関わる今までの状況の経過を下記の表に纏めた。

年月	事柄	記
2009年1月	NE最終処分場新設、その時にウェイブ	この頃からごみ収集車両に対する搬入検査
	リッジも合わせて設置され、稼動が開	が確りと行われるようになり始めた。ただ
	始される。Link Engine 社によりウェイ	し、当時のプログラムは「どの車両が」「い
	ブリッジの情報記録プログラム「Engine	つ」「何キログラムの」ごみを搬入したかと
	Draft」が開発され、搬入検査に利用さ	いう記録に対しては信頼できる仕組みであ
	れ始める。	ったが、「どこから」「どのような」ごみを
		収集して搬入したかという記録はあまり正
		確でなかった。
2009年10月	技術協力プロジェクト開始	本プロジェクトによって、現行のWBデータ
		管理の仕組みに関する現況調査が行われた。
2010年12月	EPWMD主催のウェイブリッジデータ	調査によって明らかになった事実が各
	管理向上のワークショップが行われ	TUK,WSFに説明され、積極的な意見交換が行
	る。	われた。この頃から関係者間におけるWBデ
		ータの正確な記録、維持・管理、および公開
		に関する意識が高まる。
2011年1月	関係機関へWBデータの毎日メール配	前述のワークショップの結果を受けて、
	信が始められる。	CMPUAによる各TUK、WSFに対するメール
		配信が開始される。しかし、その後の調査に
		よって、メール配信はあまり効果的でないこ
		とが明らかになる。

2011年12日	WDデータの答、次ウ、ブナノト町信	おはの調本対用なのはて FJ い町信なき
2011年12月	WBゲータの第一次ウェノリイト配信	前近の調査結果を受けて、Eメール配信を諦
	が開始される。	めてサイト配信へ移行。データ配信サイトが
	また、関係機関を集めてサイトの利用	公開され、関係機関への講習会も行われる。
	法の説明会が行われる。	
2012年1月	情報記録プログラム「Engine Draft」の	それまで、搬入検査による車両のトリップの
	欠点を補うために新しくプログラムが	情報記録が完全には正確でなかったが、この
	再開発される。(EPWMDによる独自の	改善により、「どこから」「どのような」ご
	改善)	みが搬入されているかという情報まで信頼
		度が高くなった。
2012年1月	電光掲示板の設置	ウェイブリッジに記録される情報を運転手
		らへも公開する目的で、WBコンピュータへ
		リンクした掲示板を設置。これにより、搬入
		したごみ重量の記録が視覚化され、運転手ら
		の不満が緩和された。
2012年4月	ウェブサイトの改定	前述のプログラム改善に伴って、ウェブサイ
		トが再構築される。これにより、最新のプロ
		グラムにウェブサイトが対応できるように
		なった。

# D.3.1 ウェイブリッジにおける記録操作の手順

本章では、ごみを搬入して来る車両に対応して、最終処分場のウェイブリッジ上で情報を記録(搬入検査)する手順を示した。記録は車両一台当たりに付き、大まかな手順として過程が5通りあり、以下にそのフロー図を示し、それぞれの説明を記した。





1. 車両ナンバーを入力する

まず、入場して来る記録を受けるべき車 両がオペレーターの視界に入ったら、そ れがトラックスケールへ到達する前に、 オペレーターは車両のプレートナンバー をプログラムへ入力する。



# 2. 車両を止める

車両がトラックスケールへ到達したら、 オペレーターは車両を正しい位置で止め る。正しい位置とは、トラックスケール の中心部であり、且つ車両の如何なる部 分もスケール外において接地しないこと を意味する。また、車両は一度計量部分 で停止したら、記録が終了するまで前後 に移動してはならない。



# (\* 2.5 車両をデータベースに登録する)

処分場へ入って来る車両が初めて搬入検査を受ける場合、オペレーターは新たに車両 の情報をデータベースに登録する。登録しなければならない項目を以下に一覧にし た。

特にオペレーターは当該車両が埋立サイトでごみをダンプして戻って来る際に、車両 の空重量を検査して登録せねばならないことに留意すること。

	uarri				
Файл Засах Харах					
	7 - 2 - 6 - 6 - 6 - 6 - 6				
Авто, машин					
Улсын дугаар:	72-88 YHЙ		Авто, нашины терел:	Битүү тэвштэй	•
Жин (кг):	4	2 000. 💲	Тээвэрлэгч байгууллага:	Хувийн	•
Жолооч:	Эрхбаяр	*	Үйлдвэрлэсэн улс:	Солонгос	•
	Баталгаажсан эсэх		Үйлдвэрлэсэн огноо:		
Ачигч:			Үйлчилгээнд гарсан огноо:	2012.05.29	•
Авто, машины марк:	Поронтар	•	Эх, үүсвэр:		
сад:					

1.	車両のプレートナンバー
2.	車両の空重量

3.	車両の属する組織名
4.	車両が普段ごみを収集するホローの番号
5.	車両が普段ごみを収集する区の名称
6.	車両が普段収集するごみの分類

# 3. 記録に必要な情報を運転手から聞き取る

車両がトラックスケール上で停止してい る間、オペレーターは運転手から記録に 必要な情報を聞き取る。記録に必要な情 報は基本的に3項目あり、それらはそれ ぞれその車両が収集した場所における区 の名称、ホローの番号、それからごみの 分類(収集地域の種類;例えばアパート地 区かゲル地区か、など)である。

オペレーターはこれらの情報をプログラ ムに入力する。



Билет бүртгэли	ийн дугаар	: 30030		Мэ	дээлэл	хадг	алаж болн	0				
Авто машины д	цугаар:	72-12 УБЕ	+	Огн	00: 20	12.05	.29 14:35					
Дэлгэрэнгүй мэдээлэл												
Дүүргийн нэр:	Баянзүрх дүү	oor				•	Хорооны нэр:		03-р харво		•	
Хог, хаягдлын төрөл:	Гэр хорооллы	н хог					Хог тээвэрлэгч:		Хот тохижилтын газар НӨҮГ		+	
Орох огнов:	2012.05.29						Орох цаг:		14:35			
Жолооч:	[Хоосон]					+	Aueru:		[Хоосон]	•	+	
Машины жин/кг/		61	<b>30</b> X	огны жин/кт/:	-			4560	Нийт жин/кт/:		10740	

## 4. 電光掲示板を確認する

トラックスケールから進行方向右側(管 理棟の北側)にはトリップ毎に記録され る情報をオペレーターと運転手で共有す るために、WBコンピューターとリンクさ せた電光掲示板が設置されている。これ は、オペレーターによって、その車両の トリップの情報がどのように記録されて いるかを運転手も同時に確認できるよう になっている。



オペレーターは自分の入力した内容が電光掲示板に正しく表示されているかを確認 する。また、オペレーターは誤って異常な値を記録してしまわないように搬入ごみ重 量などを確認する。

# (\* 4.5 埋立料金を受け取る)

ウランバートル市の現在の仕組みにおい ては、区の指定ごみ収集運搬業者(区の 直営含む)以外の車両が搬入したごみを 埋立する業務に対しては、例外なく埋立 料金を徴収している。そのため、処分場 へ入場する車両が指定の都市ごみ収集業 者でない場合、オペレーターはその運転 手から規定の料金を受け取る。参考まで に2012年3月時点での区指定の都市ごみ



収集業者を下記の表に示した。ごみの搬入者によって支払われるべき料金は、処分されるごみの量に基づいた従量課金制(2,080 tg / ton)となる。

1.	スフバートル区都市整備会社
2.	チンゲルテイ区都市整備会社
3.	バヤンゴル区都市整備会社
4.	バヤンズルフ区都市整備会社
5.	ソンギノハイルハン区都市整備会社
6.	ハンウール区都市整備会社
7.	"Sukhbaatar Devshil"地域資產公社、前EU (緊急対応課)
8.	"公共サービス課"地域資産公社、前バヤンズルフ区廃棄物サービス基金
9.	産業サービス部, バヤンゴル区
10.	Tsuzuki Yume Co.Ltd. (現在 Ulaanbaatar Shinechlel Co.Ltd と改名)
11.	Golden Prima Co.Ltd. (現在 Nashi Trade Co.Ltd.と改名)
12.	廃棄物運搬班、ソンギノハイルハン区

# 5. 運転手に合図を送る

オペレーターは電光掲示板を確認した後、"Record"ボタンをクリックして記録を確定 する。それから最後に運転手へ「進め」の合図を送る。

## D.3.2 情報の維持・管理のための定期作業

(デイリー、年間スケジュール)

本スケジュール及び手順はウェイブリッジで記録されたデータを適性に維持・管理す ることを目的として作成された。基本的に、ここに書かれている作業は処分場のマネ ージャー職に当たる者が定期的に行うものとする。

また、定期作業は短期的(毎日の作業)なものと長期的(年間の作業)に分けて記載 した。

#### 一日の作業

毎日やるべき作業は3項目ある。

1. "Daily Report"をエクセルフォームでバックアップ保存する。

毎朝、マネージャーが前日分の"Daily Report"をWB コンピューターからエクスポー トして、エクセルフォームでUSBフラッシュドライブに保存する。それから、その USBドライブを経由して自身のコンピューターへ、そのファイルを保存する。その際 にファイルネーミングは、2012年3月31日の例で言うと、daily\_report\_20120331.xlsと する。

2. データベースファイルを USB ドライブヘコピーする。

上記1.のWBコンピュータにおけるコピー作業を行う際に、合わせて前日分までの データを有するデータベースファイルをUSBドライブへコピーする。

3. ウェブサーバーヘデータベースファイルをアップロードする

データベースファイルをUSBドライブヘコピーした後、関係組織及び公衆が彼らの事務所でウェブサイトを通して最新のウェイブリッジ記録を閲覧できるように、マネージャーは自身のコンピュータからインターネット回線を通じてデータベースファイルをウェブサーバーへアップロードする。

補足情報; データベースファイルをダウンロード、及びアップロードする方法

この作業はリンクエンジン社によって作成された"EngineDataClient.exe"というアッ プローディングプログラムを用いて行われる。利用者は、簡単にこのプログラムの実 行ファイル (exeファイル)をUSBドライブへコピーするだけでインストールするこ とが出来る。また、ダウンロードとアップロードの操作もプログラムを利用して、1 クリックで簡単にできる。

クトップ × C Link Engine × wb	Data sender-Engin X
wb	TATAX
orun.inf EngineDataCli	Ф ИЛГЭЭХ
ent.exe	<u>Тохирг</u>
1. USBドライブ内にあるEngingeDataClient.exe	2. プログラムのウインドウ

---プログラムを起動する

USBドライブ内にある"EngineDataClient.exe"ファイルをダブルクリックしてプログラムを起動する。

---WBコンピューターからUSBドライブへダウンロードする 起動後、ダウンロードのコマンドである"TATAX"ボタンをクリックして、データベ ースファイルをWBコンピュータからUSBドライブへダウンロードする。

---USBドライブからウェブサーバーへアップロードする

上記の手順でダウンロードされたUSBドライブをマネージャー自身のコンピュータ へ挿入し、プログラムを起動後、アップロードのコマンドである"ИЛГЭЭХ"ボタンを クリックして、データベースファイルをUSBドライブからウェブサーバーへアップロ ードする。

# 年間作業スケジュール

ここでは、ウェイブリッジの記録を維持・管理するために年間を通して必要な作業を 記載した。必要な項目は全部で6つあり、それらを年間スケジュールの表にして下記 に示した。また、それぞれの項目の説明を順に記載した。

	Annual Plan	Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1.	Caribaration of Truck Scale			~									
2.	Tare weight Inspection									~			
3.	Review of registered and recoded information	~						~					
4.	Backing up of Data Base	~	~	~	~	~	~	~	~	~	~	~	<
5.	Backing up of Data in excel form	~						~					
6.	Web Server Maintenace	1											

\* Cell filled with gray indicates the month at which backing up to CD shall be done

1. トラックスケールの検証

関係組織やその運転手らは常にトラックスケールが正確な値を示していないとの疑 いを抱き不満を口にすることが多々ある。そのため、トラックスケールの運用を司る CMPUAは秤が適正に動作していることを技術的に保証する役割が求められている。 従って、トラックスケールの検証は、National Center for Standardization and Metrology によって 年に一度行うものとする。

2. 登録情報、及び記録情報の見直し

トラックとごみの重量だけでなく、全てのトリップにおいて正しく記録された区とホ ローの情報を維持することは重要である。また、登録された車両の情報が正しいかど うかにも注意を払わなければならない。何故ならば、収集したごみの総量、運搬者、 および場所を含む正確なトリップの情報は適正な廃棄物管理において非常に重要で ある。特に、区がごみの収集サービス業者を選定するのに入札システムを導入した際 には、彼らは受注者が定期業務の中で収集・運搬しなければならないごみの量の情報 を含んだ仕様書を作成しなければならない。その情報を決定するために、ウェイブリ ッジデータは算出の根拠に利用される。

これらの記録される情報の信頼性は、2012年のEPWMDによる記録プログラム改変に 伴い、向上した。今後情報の信頼性を確保するため、初期入力データについては年2 回更新する。

空重量の検査

ごみ収集サービスという分野における廃棄物管理計画、及び財務管理という両面にお いても、WBデータ管理で最も重要な要因の一つは、車両の空重量である。従って、 登録されている車両の空重量の検査は1年に1度は行うべきである。

4. データベースのバックアップ保存

ウェイブリッジコンピュータ内に存在するデータベースファイルは、何らかの損失の 危険性にさらされている。例えば、2010年の一部のデータを有するはずの過去のデー タベースファイルは、ウェイブリッジの管理棟が雷の被害に会ったため、失われてし まった。そのため、今後のこのような被害を防ぐために、データベースは定期的にバ ックアップ保存する必要がある。コンピュータへのバックアップは毎月1回、それか らCDへのバックアップは年に2回行われるのが望ましい。

テータベースフ	アイルのハックチック	
	通常バックアップ	特別バックアップ
頻度	毎月	年に2回
方法	処分場マネージャーのPCのハー	直近の半年分のデータベースフ
	ドディスクヘデータベースファ	ァイルを2枚のCDへコピーす
	イルを保存する。	る。1枚はEPWMDへ、もう1枚
		はCMPUAにて保管する。

5. エクセルフォームでのデータのバックアップ保存

データベースファイルは前述の通りバックアップされるものとして、一方でより効果 的なバックアップ保存のために、別のバックアップも推奨される。それは、データベ ースファイルでなくエクセルフォームでのバックアップ保存である。データベースフ ァイルは一般的な形式でないため、仮に誰かがデータベースファイルを手に入れたと しても、それを閲覧できないということも起こり得る。それとは対照的に、エクセル 形式のファイルはPCさえあれば殆ど誰でも見ることが出来る。そういう理由で、毎 日行われるべき作業項目の中に"daily report"のバックアップ保存が記載されているの である。ここでは、「"Daily Report"のバックアップ保存」という言葉の意味を、年間 の定期作業ということで、ただマネージャーのPCへ保存するということではなく、 別の保存先・メディアへのバックアップとしている。その詳細を以下の表に示した。

"daily report" $\mathcal{O}$	エクセル形式でのバックアップ保存	7
	通常バックアップ	特別バックアップ
頻度	毎日 (毎日の定期作業項目に記	年に2回
	載)	
方法	処分場のマネージーのPCへエク	直近の半年分の"Daily Report"
	セル形式で"Daily Report" を保	エクセルファイルをCDへ複製
	存する	し、そのCDを2枚作成する。1枚
		をEPWMDへ届け、もう1枚を
		CMPUAで保管する。

6. ウェブサーバーのメンテナンス

ウェイブリッジのデータ配信のための方法として、ウェブサイトが採用されている。 そのウェブサイトを適正に運用するのに、サーバーのメンテナンスは不可欠である。 例えば、データベースファイルの容量が大きくなった場合、サイトの閲覧に支障を来 たし得る。そのような問題を予防するために、サーバーとデータベースファイルを普 段から最適化することがが理想であるが、このケースではあまり良い現実的な具体策 が存在しない。データーベースファイルは、過去5年分をサーバーにおいておき、そ れより古いデータは削除するなどの対策を採る。ここでは、仮にその頻度を1年に1 回と設定したが、実際には問題が起こる度に解決していくという形になるであろう。 ただ、サーバーとデータベースファイルそのものにも気を配る必要があるということ をここでは強調しておきたい。

# D.3.3 ウェブサイトにおける情報の閲覧方法

本章はナランギンエンゲル処分場のウェイブリッジの記録をウェブサイトで閲覧す る方法を記したものである。本プロジェクトでは、日々平均でおよそ1,000tonのごみ、 及び200のトリップが記録されているウェイブリッジの記録が出来るだけ公正でオー プンになるように努めている。そのような背景の中、WB記録の配信ウェブサイトの 初版が2011年12月に公開された。このウェブサイトにより、利用者はそれぞれのオフ ィスに居ながらにして、PCとインターネット接続さえあれば情報を閲覧出来る。こ のサイトにおいて、各区TUKや各区当局、および市当局らが主な利用者になり、アカ ウントとパスワードが配布される予定である。利用者らは、それぞれの組織に属する 車両が、如何ほどのごみを、いつ、どこから収集・運搬したかというような最新の情 報を、様々な形式で閲覧することが出来、且つそれらは自由にフィルタリング、ソー ティングを出来る。また、詳細情報ではないものの、このサイトでは一般の人々にも 記録が公開されている。

## 操作の前段階部分

1. ウェブサイトヘアクセスする

まず始めに、インターネットブラウザのアドレスバーに"http:www.tuk.mn"と打ち込ん で、ウェブサイトへアクセスする。

## 2. ウェブサイトヘログインする

各組織へ配布されたアカウントとパスワードを入力して、サイトへログインする。

Нэвтрэх		
	Ноетрок нор: Нуучц уг: Настрок	
	ログインページ	

3. トップページ



利用者は、最終処分場へのごみ搬入に関する幾つかの統計情報をグラフ・チャート形式で閲覧することができる。上記の図に示された、上段の右端にある"Тайлан"と書かれた1. [Report タブ]を押して、それから2. [Report ボタン]を押して次へ進む。

4. レポートのメインページ

С LINK Engine Тайлангийн систем				🙆 Гара	х 🔒 Миний мэдээлэг
Хянах самбар Систем Павлах Буртгэл Тайла	курдан уустан 👻	Меню загвар	Хэвтээ (Horizontal)	Шуулт хийх	1
XII Анализ 🔳 Тайлан					
Шинэчлэх 🕼 Экспортлох 👻					
🗈 Тайлан					
<u>Үндсэн</u> / Тайлан					
Тайлангийн нэр	この如八から開	臣仁 💌	Өгөгдлийн төрөл		V
🔲 Авто машины дэлгэрэнгүй тайлан	この部分から阅	見	Хог, хаягдлын мэдээлэл		
🔲 Лето машины еренкий тайлан	したい却生まの	Шź	Хог, хаягдлын мэдээлэл		
📃 Авто машины кураангуй тайлан	したい報音者の	112	Хог, жалгдлын мэдээлэл		
🔲 Одрийн тайлан	ナた記ノベクリ		Хог, хаягдлын мэдээлэл		
🔲 Хог, хаягдлын нэгдсэн мэдээ	氏を迭んしクリ	9	Хог, хаягдлын мэдээлэл		
Хуудасанд харагдах тоо: 20 💌	クする				
	///				
	Vence	4			
		-			

レポートのメインページへ来たら、見たい情報のフォームを選ぶ。上記の図で示され た部分から見たいフォーマットの名称をクリックしたら、画面に新しいウインドウが 現れる。現時点では、上から「車両ごとの詳細」、「運搬者の車両ごとの概略」、「デ イリーレポート」、それから「区の運搬者ごとの概略」といった形式を閲覧できるよう になっている。それぞれの形式の特徴を下記の表に要約した。

	形式	トランスクリプション	特徴
1.	車両ごとの詳細	Авто машины	選んだ車両の全てのトリップ毎の詳細記録を表
		дэлгэрэнгүй тайлан	示する
2.	運搬者の車両ごとの概略	Авто машины	選んだ運搬組織に属する車両の記録を概略にし
		хураангуй тайлан	て表示する。車両ごとに分けて表示される。
3.	デイリーレポート	Өдрийн тайлан	その日の全てのトリップの詳細記録を表示する
4.	区の運搬車ごとの概略	Хог, хаягдлын	選んだ区と運搬組織の記録の概略を表示する。区
		нэгдсэн мэдээ	運搬者と区ごとに分けて表示される。

それでは実際にそれぞれの形式を見てみよう。

各レポート形式

1. 車両ごとの詳細レポート

÷ 3 9	Page 1 • of 1 🖉 🖉 Pdf •	
Эхлэх огноо -2012 03:01 Дуусак огноо 2012:03:01 +	Хог тээврийн авто машины дэлгэрэнгүй тайлан	
Asto, Mauleri 72-20 VSE	Тәйпәнт тутацаг 0001.01.01 - 0001.01.01 0	
言望する日付と	119 Тасалбар Тээсэрлэгч Хөөнөөс Хог, хөлгдлөн төрөл Огноо Цог Хоглал Маш Нойт хөл элэг	
軍両のナンバー	0 Івёт хогны жин: тонн	
を選ぶ	Тайлант хутацаац пойт: - Оципохт сото, нашти, - О удооттите войскох, - тони хот хаят доа зоесосолосит байна;	
	ТАЙЛАН ГАРГАСАН:	

"車両ごとの詳細"レポートページへ来たら、知りたい情報の日付と車両のナンバーを

入力して"Submit(送信)"ボタンを押せば、希望の報告書が閲覧できる。

利用者のコマンドに従ってデータベースを数秒間読み込んだ後、報告書が画面上に現れる。

出力結果を下記に示した。

(例) 車両プレートナンバー: 72-20 UBE、日付: 2012/3/1-3/31 の場合

■レポートのヘッダー

発券番号	搬入者の	収集場所	収集したごみ	日付	時間	ごみの重	車体重量	総重量	_
	組織		の分類			量			

											-	-	-		
NEW OFFICE	3	9	8 8		Page 1		of 2	Þ		-	2	2	Pdf	141	
2012.03.01		7			V.										
					AC	ы тээвриин	авто маши	ны							
2012 03 31			1			дэлгэрэнг	үй тайлан								
- Companya															
ABTO, MADUAH			i alimai	IT XYE	1022: 2012.03.01 - 201.	2.03.31				.XOMIK	אינ אויראג: דמאא	1			
72-20 9BE															
			1 Маши	ны ду	raap: 72-20 УБЕ			1							
Reset.		Submit	Тээвэ	anaru:	Чангэлтэй тохнокилт ХОК	Map	e: Mitsubishi FU30	Төрөл: Битү	үү тэвшт	399					
			Nº Tace	qeðn	Тээвэрлэгч байгууллого	Хаанаас	Хог, хаягдяьш төрө	л Огноо	Ца <b>г</b>	Хогны жин	маш няцы жин				
			11	49	Чингэлтэй тохижнит ХХК	Чингэлтэй дүүрэ 03-р хоров	Аж ахуйн нэгжийн хог	2012.03.01	15:04	3.64	12 15.64				
			12	29	жих тлижноот истастви Жигалтай токного истастви	чингэлтэй дүүрэ 03 р хороо Чингэлтэй дүүрэ 03-р хороо	Аж ахуйн нэгжийн хог Орон сууцны хог	2012.03.01	20:58	2.74	12 14.74				
			18	70 1	Ченгэлтэй тоховинлт ХХК.	Чынгэлтэй дүүрэ 1/3-р хороц	Аж ахуйн нэгжийн хог	2012.03.02	21:05	2.78	12 14.78				
			17	10 72	Эку танизосот истастви Уск танизосот истастви Уск танизосот истастви	Чнигэлтэй дүүрэ 03 р хороо Чнигэлтэй дүүрэ 03-р хороо	Орон сууцны хог Орон суушны хог	2012.03.03	3 14:29	4.72	12 16.72				
			200	42 1	Ченгэлтэй тохоекнит ХХК.	Чингэлтэй дүүрэ U3-р хороо	Орон суущны хог	2012.03.04	16:14	5.08	12 17.08				
			22	52	нитолтой тохнолт XXK.	Ченголтой дуура 03 р хоров.	Аж ахуйн нэгжээн хог Гэр хороодвын хог	2012.03.05	5 15:16	5.18	12 17.18				
			25	23 1	чингэлтэй тохикнит ХХК.	Ченгэлтэй дүүрэ 1/3-р хороц	Орон суущны хог	2012.03.08	14:53	4.54	12 16.54				
			26	73 1	-нигэлтэй тохижилт XXR	Чингэлтэй дүүрэ 03-р хороо	Орон суущны хог	2012.03.06	20:48	3.12	12 15.12				
			31	76	чингэлтэй тохненит ХХК.	чингэлтэй дүүрэ 1/3-р хороо	Орон суущны хог	2012.03.08	15:38	5.68	12 17,68				
			31	25	ченгэлтэй тоховкилт XXX.	Чингалтай дүүрэ 03-р хороо	Орон суущны хог	2012.03.08	3 20:34	3.46	12, 15,46				
			35	.61	Чингэлтэй тохижилт ХХК	Чингэлтэй дүүрэ 03-р хороо	Орон сууцны хог	2012.03.10	13:59	5.28	12 17.28				
			37	27	-ингэлтэй тохижилт ХХК Чингэлтэй тохижилт ХХК	Чингэлтэй дүүрэ 83-р хороо	Аж ахуйн нэгжийн хог Орон сманы хог	2012.03.10	08:44	4.2	12 16.2				
			39	45 1	Чингэлтэй тохижилт ХХК	Чингэлтэй дүүрэ 03-р хороо	Орон сууцны хог	2012.03.11	1 16:14	4.46	12 16.46				
			40	23	-ингэлтэй тохижилт ХХК	Чингэлтэй дүүрэ 03-р хороо	Орон сууцны хог	2012.03.11	1 21:07	3.64	12 15.64				
			44	.22	Чингалтай тохижилт ХХК	Чингэлтэй дүүрэ 03-р хороо	Гэр хорооллын хог	2012.03.13	3 18:37	2.46	12 14.46				
			46	71	Чингэлтэй тохижилт ХХК	Чингэлтэй дүүрэ 03-р хороо	Аж ахуйн нэгжийн хог	2012.03.14	15:44	5.58	12 17.58				
			50	12	Чингэлтэй тохижилт ХХК	Чингэлтэй дүүрэ 03-р хороо	Орон сууцны хог	2012.03.15	5 16:04	5.12	12 17.12				
			51	04	Чингэлтэй тохижилт ХХК	Чингэлтэй дүүрэ 03-р хороо	Орон сууцны хог	2012.03.15	5 20:09	4.8	12 16.8				
			51	70 70	чингэлтэй тохижилт ХАК. Чингэлтэй тохижилт ХХК	Чингэлтэй дүүрэ 03-р хороо Чингэлтэй дүүрэ 03-р хороо	Орон сууцны хог Орон сууцны хог	2012.03.16	5 08:32 5 17:19	5.72	12 15.06				
			56	62	Чингэлтэй тохижилт ХХК	Чингэлтэй дүүрэ 03-р хороо	Аж ахуйн нэгжийн хог	2012.03.17	7 15:02	5.12	12 17.12				
			56	43	-ингэлтэн тохижилт хак. Чингэлтэй тохижилт ХХК	Чингэлтэй дүүрэ U3-р хороо Чингэлтэй дүүрэ 03-р хороо	тэр хорооллын хог Орон сууцны хог	2012.03.17	20:58	2.66	12 15.95				
			59	98	Чингэлтэй тохижилт ХХК	Чингэлтэй дүүрэ 03-р хороо	Орон сууцны хог	2012.03.18	8 16:18	4.24	12 16.24				
			62 68	58 ' 51 '	-ингэлтэй тохижилт ХХК Чингэлтэй тохижилт ХХК	Чингэлтэй дүүрэ 03-р хороо Чингэлтэй дүүрэ 03-р хороо	Орон сууцны хог Гэр хорооллын хог	2012.03.19 2012.03.21	9 18:28 1 16:06	5.22	12 17.22 12 17.22				
			71	29	Чингэлтэй тохижилт ХХК	Чингэлтэй дүүрэ 03-р хороо	Орон сууцны хог	2012.03.22	2 14:56	5.02	12 17.02				
			74	66 I	-ингэлтэй тохижилт XXK Чингэлтэй тохижилт XXK	Чингэлтэй дүүрэ 03-р хороо Чингэлтэй дуорэ 03-р хороо	Орон сууцны хог Орон сууцны хог	2012.03.23	3 15:16 3 20:25	5.5 3.74	12 17.5				
			76	29	Чингэлтэй тохижилт ХХК	Чингэлтэй дүүрэ 03-р хороо	Орон сууцны хог	2012.03.24	15:13	5.68	12 17.68				
			79 er	82 '	-ингэлтэй тохижилт XXK	Чингэлтэй дүүрэ 83-р хороо	Орон сууцны хог	2012.03.24	1 21:05	3.64	12 15.64				
			84	.74	Чингэлтэй тохижилт ХХК	Чингэлтэй дүүрэ 03-р хороо	Орон сууцны хог	2012.03.26	5 17:24	4.82	12 16.82				
			85	52	-ингэлтэй тохижилт ХХК	Чингэлтэй дүүрэ 03-р хороо	Орон сууцны хог	2012.03.26	5 21:43	3.56	12 15.56				
			2012 05 26 (	0.51	HIRISHISH TOXISHITI AAK	чин элтэл дүүрэ со-р хороо	орон суудны хог	2012:03:27	11.13	4.54	12 10.94 Yuunne 1 / 2				
				5.51		Нарангийн энгэрийн	төвлөрсөн хогийн цэг				луудас. 1 / 2	-			
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2. 運搬者の車両ごとの概略レポート

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<x0000h></x0000h>		Nº A	вто, маши	н Рейсийн то	0	Хогны жин				
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希望する情報の日		Тайлант х	угацаанд	;:						
付と運搬者を選ぶ			- 0 1 - 0 3 - 10	ширхэг авто машин удаагийн рейсээр, энн хог хаягдал зөө	ц верлесен байна.					

"運搬者の車両ごとの概略"レポート画面へ来たら、希望する情報の日付と搬入者を選んで祖送信ボタンを押す。

\* 搬入者の欄を空欄にした場合、利用者の持つ権限の限りの全ての搬入者の情報を含んだ報告書が画面に現れる。

出力結果を下記に示した。

(例) 運搬者: チンゲルテイ都市整備会社(TUK)、日付: 2012/3/1-3/31 の場合

■レポートのヘッダー

亚口.	市市のプレートナンバー	しけいプの粉	ゴカの妙舌具
省万	単両のノレードノンハー	トリツノの数	こみの応里里

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2012.03.31		Тайлант хүгэ	цаа: 2012.03	.01 - 2012.03.31						Хэл	іжих нэгж: т
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		1	33-19 YEE	12				88.76			
		1	72-20 YEE	52				229,70			
		1	72-28 YEE	36				155.46			
		r	72-38 YEE	34				151.60			
		1	19-81 YHM	50				226.18			
		1	78-61 YEX	27				205.62			
		1	37-11 YHB	17				159.30			
		1	U/-5/ УББ 76-04 VE П	25				182.80			
		1	74-31 VE9	4				17.88			
		1	57-87 YEE	1				3.04			
		1	92-49 УБЛ	3				13.56			
		1	81-85 YEE	3				10.00			
		1	46-92 YEA	26				197.60			
		1	72-42 YEE	64				220.40			
		1	37-12 YHB	33				296.16			
		1	72-30 YHO	11				100.04			
		1	69-64 VEM	90				72 59			
		1	73-08 УБЛ	22				157.20			
		1	48-86 YEX	16				122.32			
		1	82-03 YEA	21				156.34			
		1	03-87 УБО	28				122.02			
		1	67-20 УБД	27				210.12			
		1	76-21 YHP	42				242.14			
		1	37-10 YHB	19				141,98			
		1	3/-8/ АЧА 73-11 УБЛ	93				130.52			
		1	27-45 YHM	25				268.78			
		1	22-97 YHM	26				283.96			
		1	04-18 YEE	4				26.88			
		1	21-40 УНМ	10				106.70			
		1	77-95 УБГ	1				7.92			
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3. デイリーレポート

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青報を希望する	0							Нийт хо	тны жин: тони
日付を選ぶ			ТАЙЛАН	аргасан	1 1				

"デイリーレポート"画面へ来たら、情報を希望する日付を選んで送信ボタンを押す。 出力結果を下記に示した。

(例)日付:2012/3/1-3/31の場合

■レポートのヘッダー

番号	発券番号	車両のプレ	搬入者	収集場	収集した	日付	時間	ごみの	車体重	総重量
		ートナンバ	の組織	所	ごみの分			重量	量	
		ļ			類					

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Bulletax etc. etc.								oppn	nin 14	nam					
AVYLAX OFHOU			125												
2012-00-31				Talkinger &	yi ayaa: 2012.0	3.01 - 201.	2.03.31							. 254	
				1.1		20.5	1			1		T		[]	
Reset		Submit		Nº	дугоор	Авто, машин	Тээвэрлэгч байгууллага	Xaan	bac	Хог, хаягдлын төрөл	Qriioo	Цar	жни	жин	Нийт жил
				100	1020	77-24 YRE	Баянгол тохикилт үйлчилгээ хэж	Базнгол дүүрэг	02-р хорал	Орон суушны хог	2012.03.01	01:38:30.06	11.97	4.12	16.0
				2	1021	07-73 YEM	Сухбаатар тохокжилт үйлчилгээ ЖЖ	Сухбаатар дүүрэ	17-p хорео	Гэр хорооллын хог	2012,03.01	08:08:47.79	5.22	5.52	10.7
				3	1022	11-44 A4	суховатар тохнокилт унлчилгээ ХХК.	Суховатар дуура	17-p x0p00	1 эр хорооллын хог	2012.03.01	08:10:00.06	2.26	4.46	6.7
				5	1024	20-56 VHS	Сухбаатар азещна ОНОУГ	Сухбаатар дила	Oleo xopoe	Open civilitiei xor	2012.03.01	00:20:11.02	5.92	1.76	2.0
				6	1025	59-92 V58	Сухбаатар похозног рёльна эт ЮК	Citofiaat ap Avilla	AS-prospect	Аж ахуйн нэт жийн зэл	2012.03.01	08:23:58.03	6.52	1.78	8.
				7	1026	72-29 VEE	Баянгол тохникилт үйлчилгээ ХХК	Бакнгол дүүрэг	12-р хорео	Орон суудны хог	2012,03.01	08:40:36.78	12.2	4.3	16
				в	1027	72-40 YEE	Сухбаатар тоззонит үйлчилгээ ХХК	Сухбаатар дуурэ	U8-р хорво	Орон сууцны хог	2012.03.01	08:43:39.48	6	3.78	9,2
				9	1028	30-33 YHO	307 X000	Сухбаатар дуурз	08-р хорео	Аж ахуйн нэгжийн хог	2012.03.01	09:42:23.50	1,5	0.32	1.8
				10	1029	68 49 YHH	Ayyoon .	Barnio your Anypor	17 р хорао	Аж ахузанногжийн хог	2012.03.01	09:53:51.54	1.6	2,1	
				11	1030	70-26 YET	byth sols	Daseron Ampar	01-р хорас	Аж ахула нэгээнин хог	2012.03.01	10:03:09.10	1.3	1.02	0.1
				12	1031	37-25 YEA	суховатар тозужилт уничигзэ хак.	Суховатар дуура	Us-p xopeo	Орон сууцны хог	2012.03.01	10:06:07.95	5.7	1.32	5.0
				14	1032	37-68 VE/	ADTODA VIDIT NY CURVYE	Башкова ауара	08 p xoteo	Are available convenience	2012.03.01	10:14/17:08	3.5	4.1	7
				15	1034	07 73 YEM	Сухбаатар тохнолт уйлчилгээ ХХК	Сухбаатар дуюз	01 p xopeo	Аж ахуйн югжийн хог	2012.03.01	10:17:13.14	5.22	2.81	8.0
				16	1005	11-44 AH	Сухбаатар тохнонит үйлчилгээ ХОС	Сухбаатар дуурэ	03-р хорво	Аж ахуйн нэгжийн хог	2012.03.01	10:17:56.06	2.20	2.34	4,
				17	1035	96-81 YRM	Φγνηία:	Forses in Argues	20-pa angalari	Аж лхуйн нэ хойн хог	2012.03.01	10:19:24.20	5.1	5.7	8.
				18	1037	66-05 X5H	траст трейд	Баянзур»: дуураг	25-p xopoo	Аж ахуйн нэгжийн хог	2012.03.01	10:26:54.18	2	2.46	4.4
				19	1038	72-46 YEE	Сухбаатар тохнекилт үйл нилгээ ХХК.	Сухбаатар дуурэ	U2-р хороо	Орон суушны хог	2012.03.01	10:36:29.17	11,92	3.54	15.4
				20	1039	43-20 VEP	YON TONING TONING TAXAS HOVE	чанголтон дүүрэг	US p Kopeo	Орон суушны хог	2012.03.01	10:38:39.12	12	9,18	16.1
				22	1045	90-40 VDU	HOMEN CONTRACTOR	Gapping avona	20-p xoppo	Gapting according to:	2012.03.01	10:47:20.75	15.2	5.76	20.9
				23	1042	72-39 VEF	Cyclicatop การสงคณา (พัฒนตร + 30K	Citinatan Aven	(G-pi signat	Open cyylines and	2012.03.01	10:51:01.34	6.48	2.28	8.7
				24	1043	06-02 VEG	Монгол корпорация	Хан-Уул дүүрэг	OI-p xopec	Орон суудны хог	2012,03.01	10:52:48.48	5.7	0.7	6.
				25	1011	77 21 Y5B	Талст	Бажигол дүүрэг	07 р хороо	Аж акуйн нэгжийн хог	2012.03.01	10:54:32,67	2.5	3.6	6.
				26	1045	92-79 V5R	Xyphim	Кен-Уул дүүрэг	02-p xopeo	Аж ахуйн нэгжийн хог	2012.03.01	10:56:35.68	3	1.10	4.1
				27	1046	74-31 963	Сухбаатар тохожилт уйлчилт зэ ХХК	Yorn 30139 4103	17-p x0000	Гэр хорроллын хог	2012.03.01	10:58:35.32	4,8	5.04	9,8
				78	1047	5/-8/ VES	C KUNNATAD TOXINKHIT MAINNILAN XXK	one sures Willia.	17-0 20000	тар хороолнын хог	2012.02.01	10:59:49.45	2.1		5
				20	1046	UN-SU VEV	Analysis Sources and	Same on gyapar	UC/-m vommo	Аж акуунчая наганана ког	2012.03.01	11:00:33:10	K.8	1.08	10.5
				31	1050	72 30 YHO	<sup>1</sup> δη ποιτορία τοιορομητ ΧΧΚ	Same on Ampor	03 p xopec	Зан талбайн хог	2012.03.01	11:11:28.82		5.1	9.
				32	1051	02-00 Y50	тернийн ордон	Чекталтай дураг	05-р хорво	Аж ахуйн нэгжийн хог	2012.00.01	11:12:33.39	3.4	1.12	4.5
			2	012.05.26 10:3	2										Xvynac: 1/2
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4. 区の運搬者ごとの概略レポート

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<Хоосон>	*	Огноо	Рейсийн тоо	Хогны	кэмжээ	
A A RESET LE LE -	Subrati	-	0			
りたい情報の	)日付、区 Тайлант хугаца	анд:				
名称、及び搬	役入者を選	- 0 удаагийн рей	сээр,			
		<ul> <li>тонн хог хаягда</li> </ul>	ал зөөвөрлөсөн байна.			

"区ごとの概略"レポートのページへ来たら、得たい情報の日付、区の名称、それから 搬入者を選んで送信する。

出力結果を下記に示した。

(例)区の名称:スフバートル区、運搬者:スフバートル都市整備会社(TUK)、日付:2012/3/1-3/31の場合

■レポートのヘッダー

日付 トリップの数 ごみの総重量			
	日付	トリップの数	ごみの総重量

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Сухбаатар дүүрэг	• Дүүрэг: Сүхб	аатар дүүрэ	ŕ								
Тааваллаги	Тээв	эрлэгч: Сүх	баатар тохижил	т үйлчилгээ	OXIK						
Сухбаатар тохижилт уйлчилгээ ХХК	-	1	00000		Doline in too	1	Vorum		-		
and a second second second second second		_	2012.03.01		25	2	AULHEI	X3MX33	72.76		
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			2012.03.06	5	23				58.70		
			2012.03.07	7	20				56.50		
			2012.03.08	5	10				20.28		
			2012.03.05	,	23				64.48		
			2012.03.11		3				7.68		
			2012.03.12	2	7				19.22		
			2012.03.13	3	30				93.58		
			2012.03.14	F.	24				70.88		
			2012.03.15	5	21				61.96		
			2012.03.16		11				27.70		
			2012.03.17		10				92.90		
			2012.03.19	,	20				58.42		
			2012.03.20	1	27				79.12		
			2012.03.21	L.	20				64.84		
			2012.03.22	2	11				38.80		
			2012.03.23	3	17				47,34		
			2012.03.24		26				73.00		
			2012.03.25		22				16.96		
			2012.03.20	,	27				74.06		
			2012.03.28	3	22				70.72		
			2012.03.29	3	9				33.00		
			2012.03.30	1	53				446.91		
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	2012.05.26 10	:43								Хууд	ac: 1 / 2
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\* 区の名称または搬入者の欄を空欄にして送信した場合、利用者の権限の限り、閲覧 できる全ての情報を含んだ結果が出力される。下記に、区の名称、搬入者共に空欄で 送信した場合の例を下記に示す。

(例)区の名称:空欄、運搬者:空欄、日付:2012/3/1-3/31の場合

■レポートのヘッダー

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データは利用者が閲覧できる権限を持つ全ての対象の区と搬入者ごとにそれぞれ分 けられて表示される。

# 補足; レポート閲覧の通常機能

ウェイブリッジの記録データを更に便利に活用するために、利用者は様々な機能を利 用できる。レポート内における語句の検索、レポートの印刷、それからエクスポート を利用したPDFやエクセルなどのより一般的なファイル形式での閲覧、など。それぞ れの機能を下記の表に示した。

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1	検索	7	ページの総数
2	ページの印刷	8	次のページへ移動する
3	現在のページの印刷	9	最後のページへ移動する
4	ーページ目へ移動する	10	レポートをエクスポートしてディスク
			へ保存する
5	前ページへ移動する	11	レポートをエクスポートして新しいウ
			インドウに表示する
6	ページ番号を選んで移動する	12	エクスポートするファイル形式