BIDDING DOCUMENT

Procurement of Goods

Purchaser: National Emergency Management Agency

Country: Mongolia

Project No. and Name: In accordance with Agreement between the Government of Mongolia and the Government of the Republic of Poland on extending a tied aid credit signed on 9th of May 2017, legal entities are invited to bid for the implementation of project "Upgrading Mongolian Emergency Management Agency's fire-fighting equipment and technologies"

Bidding No.: NEMA/201804004

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PART 1 – BIDDING PROCEDURES

Section 1. Instructions to Bidders (ITB)

This Section provides to bidders all the information required for the bid preparation with the purpose to assist them. Also this Section contains information related to submission and opening of bids, evaluation of bids and award of contract. The Purchaser shall use the provisions of the Section 1, without any changes.

Section 2. Bid Data Sheet (BDS)

This Section includes provisions specific to a particular procurement and those provisions consist of amendments to be made to the relevant provisions of the Section 1,ITB.

Section 3. Evaluation and Qualification Criteria

This Section determines the criteria that the Purchaser will use to evaluate bids and qualify the successful bidder.

Section 4. Bidding Forms

This Section includes forms to be filled out by the Bidder in addition to its bid, such as Bidding Forms, Bid Submission Sheet, Price Schedules, Bid Security Form and Manufacturer's Authorization Form, etc.

Section 5. Eligible Countries

This Section includes Poland only.

PART 2 – SUPPLY REQUIREMENTS

Section 6. Schedule of Supply

This Section includes a list of goods and related services and schedule under which the goods and related services shall be delivered to the Purchaser, technical specifications and drawings which explain and describe the relevant goods to be procured and related services.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7. General Conditions of Contract (GCC)

This Section contains standard provisions which regulate the contract on purchase of goods and related services. Words, letters and content of provisions in GCC shall not be changed.

Section 8. Special Conditions of Contract (SCC)

This Section provides SCC or amendments to be made to the GCC in regard to the specifics of the respective goods to be procured.

Section 9. Contract Forms

This Section includes contract form (by signing a contract, the successful bidder confirms that it will supply the goods according to the bid prepared and submitted based on Instructions to Bidders and to the General and Special Conditions of Contract) and only, if the Purchaser requires so after contract award, the successful bidder shall complete and submit Performance Security and Advance Payment Security, if required.

Annex: Invitation for Bids (IFB)

Standard Format for the IFB is enclosed to this Standard Bidding Document as a sample.

Note: Titles and headings of the Parts and Sections of this Standard Bidding Document are for convenience of reference only and are not intended to have any substantive significance in interpreting this document.

Part 1 – Bidding Procedures

Section 1. Instructions to Bidders

Notes to the Instructions to Bidders

This Section provides full information to be required for the bidders to prepare a bid in pursuant to the Purchaser's requirements. Also this Section includes information related to receiving, opening and evaluation of bids, selection of the "lowest-evaluated bid" and award of contract. In order to accomplish these activities the Purchaser must follow with these instructions to bidders. ITB contains standard conditions and provisions and therefore, it is prohibited to make any changes or addendums or exclusions while using them. If there is a necessity to specify a specific terms and/or provisions related to the respective bidding process, those specific provisions shall be reflected only in BDS.

Contractual obligations of the Supplier, contract payment, rights and obligations of the parties, conditions on risk liabilities will be determined not by this Section; they will be provided in the Section 7, General Conditions of Contract and in the Section 8, Special Conditions of Contract respectively.

Instructions to Bidders will be an integral part of the Bidding Documents, but not of the Contract.

Section 1.Instructions to Bidders

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INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Bid

1.1. The Purchaser indicated in the Bid Data Sheet (BDS) issues this Bidding Document for supply of goods, materials and equipment (hereinafter referred to as "Goods") specified in the BDS.

1.2 Bidding may containone lot, unless otherwise specified in the BDS. If the bidding comprises of several lots, bidders are allowed to submit bids in one or more than one lot.

1.3 Throughout this Bidding Document:
(a) the term "in writing" means communicated in written form with proof of receipt;
(b) if the context so requires, singular means plural and vice versa; and
(c) "day" means calendar day.

2. Source of Funds

2.1 The Borrower or Recipient (here after called "Borrower") indicated in the BDS has received financing (hereafter called "funds") from the Gospodarstva Krajovegk Bank (here after called "GKB") toward source of the funds specified in the BDS under the project named in the BDS.

3. Fraud and Corruption

3.1 Civil servants, bidders, and contractors shall observe the highest standard of ethics during the procurement and execution of contracts.

3.2 Civil servants, bidders and contractors shall inform to the law enforcement organizations and related authorities provided there is an evidence that either participant has, directly or through an agent, engaged in corrupt, fraudulent, or collusive or coercive practices in competing for the Contract against the stipulations set forth in the Anti-Corruption Law, Criminal Code, Law of Competition, and Public Procurement Law of Mongolia.

3.3 GKB's Anticorruption Policy requires borrowers (including beneficiaries of GKB -financed activity), as well as Bidders, suppliers, and contractors under GKB -financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the GKB:

(a) defines, for the purposes of this provision, the terms set forth below as follows:
   (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
   (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
   (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a

party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) "integrity violation" means any act, as defined under GKB's Integrity Principles and Guidelines, which violates GKB's Anticorruption Policy including corrupt, fraudulent, coercive, or collusive practice, abuse, and obstructive practice.

(vi) "obstructive practice" means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an GKB investigation; (b) making false statements to investigators in order to materially impede an GKB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an OAI investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (e) materially impeding GKB's contractual rights of audit or access to information.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of GKB -financing engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to GKB to remedy the situation;

(d) will sanction a firm or an individual, at any time, in accordance with GKB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in GKB -financed or administered or supported activities or to benefit from an GKB -financed, administered or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by GKB, requiring bidders, suppliers and contractors to permit GKB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by GKB.

4. Eligible Bidders

4.1A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country of GKB in accordance with the Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country.

This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

4.2 GKB considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under GKB's Anticorruption Policy. In pursuance of GKB's Anticorruption Policy's requirement that Borrowers (including beneficiaries of GKB-financed activity), as well as bidders, suppliers, and contractors under GKB -financed contracts, observe the highest standard of ethics. GKB will take appropriate actions, which include not financing of the contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

(a) have controlling shareholders in common; or
(b) receive or have received any direct or indirect subsidy from any of them; or
(c) have the same legal representative for purposes of this Bid; or
(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

4.3 A firm shall not be eligible to participate in any procurement activities under an GKB -financed or GKB -supported project while under sanction by GKB pursuant to its Anti corruption Policy (see ITB3), whether such sanction was directly imposed by GKB, or imposed by GKB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a sanctioned or cross-debarred firm will be rejected.

4.4 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Purchaser.

4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.6 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country;

4.7 A Bidder (including joint ventures) shall be deemed ineligible if:

4.7.1 it is insolvent, in receivership, entered into arrangement with its creditors to escape bankruptcy, or is suspended of its business operations, or is in analogous situations described above pursuant to the laws of its country of origin/incorporation;

4.7.2 it has not fulfilled its tax, duty and other payment obligations pursuant to the laws of Mongolia or of its country of origin/incorporation;

4.7.3 the court or competent authority has proved that the Bidder severely violated or failed to execute its contractual obligations, or had professional misconduct while engaging in procurement in the last 3 years;

4.7.4 it has (including all of its subcontractors) common interests with bodies who prepared the design, technical specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Document, or who was nominated to supervise the contract execution or to provide consulting services;

4.7.5 two or more bidders are represented by the same legal representative when participating in this bidding;

4.7.6 it submits more than one bid in this bidding process, except for alternative offers permitted under ITB 14. However, this does not limit the participation of subcontractor in more than one bids, or of the bidder to submit bids in more than one lots in the one bidding.

4.8 The Bidder shall provide the Purchaser in written a notification on whether any condition mentioned in ITB 4.7.1 - 4.7.6 is constituted or not. The Bidder shall furnish and submit relevant documents and evidences as the Purchaser shall reasonably request for purposes of checking and verifying whether any of these conditions is constituted or not.

5 Eligible Goods and Related Services

5.1 All goods and related services to be supplied under the Contract and financed by the GKB shall have as their country of origin an eligible country of the GKB (see Section 5, Eligible Countries).

5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

5.3 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

5.4 The nationality of the firm that produces, assembles, distributes, or

sells the goods shall not determine their origin.

6 Joint Venture

6.1 If two or more legal entities submit a bid as partners under a joint venture (JV) it shall comply with the following requirements unless otherwise specified in BDS:

a) All parties to the JV shall be jointly and severally liable;
b) a formal letter of intent to enter into an agreement or under an existing contract in the form of a JV shall be enclosed with the Bid;
c) a JV shall nominate a Representative who shall have authority to conduct all businesses for and on behalf of any or all the parties of the JV during the bidding process and, in the event of the JV is awarded the Contract, during the contract execution.

B. Bidding Document

7 Content of Bidding Document

7.1 The Bidding Document consists of three parts, which include the Sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB 9:

PART 1 Bidding Procedures

Section 1.Instructions to Bidders (ITB)
Section 2.Bid Data Sheet (BDS)
Section 3. Evaluation and Qualification Criteria
Section 4. Bidding Forms
Section 5. Eligible Countries

PART 2 Supply Requirements

Section 6. Schedule of Supply

PART 3 Conditions of Contract and Contract Forms

Section 7. General Conditions of Contract
Section 8. Special Conditions of Contract
Section 9. Contract Forms

7.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

7.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addendum, if they were not obtained directly from the Purchaser.

7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

8 Clarification of Bidding Documents

8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond to any request for clarification of the Bidding Document, which it receives no later than the number of day(s) specified in the BDS prior to the deadline for submission of bids. The Purchaser shall forward copies of its response

in writing to all those who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source.

8.2 Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and 25.2.

9 Amendment of Bidding Document

9.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Document by issuing addendum.

9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser. The Bidders shall confirm in writing to the Purchaser their receipt of the addendum.

9.3 In order to give prospective Bidders reasonable time in which to take the addendum into account in preparing their bids, the Purchaser, in accordance with ITB 25.2, may extend the deadline for the submission of bids.

C. Preparation of Bids

10 Cost of Bidding

10.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11 Language of Bid

11.1 The Bid and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS.

11.2 Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language pursuant to ITB 11.1, in which case, for purposes of interpretation of the Bid, such translation shall govern.

12 Documents Comprising the Bid

12.1 The Bid shall comprise the following:

(a) Bid Submission Sheet and applicable Price Schedules, in accordance with ITB 13, 15 and 16;

(b) Bid Security, in accordance with ITB 22, if required;

(c) If permitted, alternative bid,in accordance with ITB 14;

(d)written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 23;

(e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;

(f) documentary evidence in accordance with ITB 19establishing the

eligibility of Goods and Related Services;

(g) documentary evidence established in accordance with ITB 18, that the Bidder is qualified to perform the Contract;

(h) documentary evidence in accordance with ITB 20 and 32, that the Goods and Related Services conform to the Bidding Document;

(i) any other documents specified in the BDS.

13 Bid Submission Sheet and Price Schedules

13.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate. Price schedule shall be prepared using the forms furnished in Section 4, Bidding Forms.

14 Alternative bids

14.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.

15 Bid Prices and Discounts

15.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

15.2 All lots and items must be listed and priced separately in Price Schedules of the Section 4. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 33.3.

15.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the bid, excluding any discounts offered.

15.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Sheet.

15.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of INCOTERMS, published by The International Chamber of Commerce, as specified in the BDS.

15.6 Prices shall be quoted as specified in each Price Schedule included in Section 4, Bidding Forms. The Bidder shall indicate in the Price Schedule the unit price and total price per item, the total sum, and country of origin for each item listed in the Delivery Schedule to be supplied under the Contract. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser.

15.7 The Price shall include all taxes, and any other such levies payable pursuant to the current laws and regulations, that are valid by the time of 14

days prior to the deadline for the submission of bids. The Bidder shall indicate in the Price Schedule the unit price and total price per item, the total sum, and the country of origin for each item listed in the Delivery Schedule to be supplied under the Contract.

15.8 Prices indicated in the Price Schedule shall be entered separately in the following manner:

(a) For Goods manufactured in Mongolia:

(i)the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, or off-the-shelf, as applicable), including all sales and other taxes already paid or payable on the components and raw material used in manufacture or assembly of the Goods;

(ii)any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and;

(iii) the price for inland transportation, insurance, and other local costs for delivery of the Goods to the final destination as specified in the BDS.

(b) For Goods manufactured outside of Mongolia, to be imported:

(i)the price of the goods quoted CIP named place of destination, or CIF named port of destination, in the Purchaser's country, as specified in the BDS;

(ii) customs duties, VAT and other similar taxes which will be payable on the imported Goods of foreign origin if the contract is awarded to the Bidder; and;

(iii) the price of inland transportation, insurance and other local costs for delivery of the Goods from the port of entry to the final destination as specified in the BDS.

(c) For Goods manufactured outside of Mongolia, already imported:

(i)the price of the Goods, including the original import value of the Goods; plus mark-up or rebate; plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;

(ii)the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

(iii)the price of the Goods obtained as the difference between (1) and (2) above;

(iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and;

(v) the price for inland transportation, insurance, and other local costs for delivery of the Goods from the named place of destination to their final destination as specified in the BDS.

(d) For Related Services whenever such Related Services are specified in the Technical Specifications and applicable Schedule of Requirements:

(i) the local currency cost component of each item comprising the Related Services; and

(ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all custom duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

15.9 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB 32.However,prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

15.10 If adjustable price quotation is allowed in the BDS, price adjustment conditions and methods shall be specified in the Specific Conditions of Contract.

16 Currencies of Bid

16.1 Currency of Bid is Euro.

17 Documents Establishing the Eligibility of the Bidder

17.1 Bidders shall furnish the following documentary evidence to establish their eligibility as specified in ITB4:

a) completed eligibility declarations in the Bid Submission Sheet, included in Section 4, Bidding Forms;

b) formal letter of intent to enter into an agreement, if the Bidder is in the form of a joint venture in accordance with ITB 6;

c) copy of the state registration certificate, which indicates the place of registration, company's business profile and addresses;

d) authorization letter (power of attorney) for the representative Bidder or the signatory to represent and sign on behalf of the Bidder;

e) license for supply of the Goods if required in the BDS.

18 Documents Establishing the

18.1 Bidders shall furnish the following documentary evidence of their qualifications to perform the contract if its bid is accepted:

Bidder's Qualifications to Perform the Contract

a) The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section 3, Evaluation and Qualification Criteria.

b) if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Mongolia;

c) If so required in the BDS, a Bidder that does not conduct business within the Purchaser's Country shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

19 Documents Establishing the Eligibility of the Goods and Related Services

19.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section 4, Bidding Forms.

20 Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document

20.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6, Schedule of Supply. The documentary evidence may be in the form of literature, drawings and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the Goods;

(b) a list of all spare parts and special tools including available sources and current unit prices, necessary for the proper and continuing functioning of the Goods for a number of years as specified in the BDS;

(c) an item-by-item commentary on the Technical specifications, demonstrating substantial responsiveness of the goods to those specifications, or a statement of deviations and exceptions to the provisions of the Technical specifications;

(d) Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section 6, Schedule of Supply.

21 Period of Validity of Bids

21.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed in ITB 25. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid. If a Bid Security is requested in accordance with ITB 22, it shall also be extended for a corresponding period.

22 Bid Security

22.1 If a Bid Security is required as specified in the BDS, the Bid Security as part of the bid, in original form, shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) a bank guarantee; or

(b) a cashier's or certified check;

all from a reputable bank from an eligible country. In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section 4, Bidding Forms, or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

22.2 In case of joint ventures, the Bid Security shall be issued in the name of the JV that submits the bid.

22.3 A bid not accompanied by a substantially compliant Bid Security as required in ITB 22.1 and ITB 22.2 shall be rejected by the Purchaser as non-responsive.

22.4 The Bid Security of unsuccessful Bidders shall be returned promptly upon the successful Bidder furnishing of the signed the Contract Agreement and the Performance Security pursuant to ITB 43 and ITB 44.

22.5 The Bid Security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.

22.6 The Bid Security may be forfeited:

(a) if a Bidder withdraws or requests by writing its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 21.2;

(b) if the successful Bidder does not accept the correction of errors pursuant to ITB 34;

(c) if the successful Bidder fails to:
   (i) sign the Contract in accordance with ITB 43; or

(ii) furnish a Performance Security in accordance with ITB 44.

23 Copies and Signing of Bid

23.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 12 and clearly mark it "ORIGINAL". In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

23.2 The original and all copies of the bid shall be typed (by computer, typing machine etc.) or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. All pages of the bid relating to bid content and price shall be signed by the person duly authorized to sign on behalf of the Bidder. Documents, such as printed literatures, reports and other official statements of other entities shall not be considered.

23.3 No interlineations, erasures or overwriting shall be made to bids except in cases as necessary to comply with instructions given by the Purchaser prior to the deadline for bid submission, or to correct errors made by the Bidder itself, and such corrections shall be valid only if they are signed or initialed by the person signing the Bid.

D. SUBMISSION OF BIDS

24 Sealing and Marking of Bids

24.1 Bidders may always submit their bids by air-mail or by hand. When so specified in the BDS, bidders shall have the option of submitting their bids electronically.

24.2 Bidders submitting bids shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY". These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 24.3 and 24.4.

24.3 The inner and outer envelopes shall:

(a) Bear the name and address of the Bidder;

(b) be addressed to the address as specified in BDS and in the name of Purchaser in accordance with ITB 1.1;
(c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as specified in the BDS; and
(d) bear a warning "Not to open" before the time and date for bid opening, in accordance with ITB 28.1.

24.4 If all envelopes are not sealed and marked as specified in ITB 24.3, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

24.5 The Purchaser will not accept bids submitted by means other than specified in ITB 24.1, and return it to the address provided.

24.6 Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.

25 Deadline for Submission of Bids

25.1 Bids must be received by the Purchaser at the address in accordance with the ITB 24.3 (b) and no later than the date and time specified in the BDS.

25.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

26 Late Bids

26.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 25. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

27 Withdrawal, Substitution and Modification of Bids

27.1 The Bidder may withdraw, substitute or modify its bid after it has been submitted, provided that a written notice on the withdrawal, substitution or modification is received by the Purchaser prior to the deadline prescribed for submission of bids.

27.2 The Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked and dispatched in accordance with provisions of ITB 23 and 24, and inner and outer envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION" as appropriate. All notices shall be submitted in writing, but it must be made sure that the original (duly signed and stamped) copy of the notice be received by the Purchaser no later than the deadline for submission of bids.

27.3 No bid shall be withdrawn, substituted or modified subsequent to the deadline for submission of bids.

27.4 Bids requested to be withdrawn in accordance with ITB 27.2 shall be returned unopened to the Bidders.

27.5 It is prohibited to withdraw, substitute or modify any bid in the interval between the deadline for submission of bids and the expiration of the period of bid validity.

E. OPENING AND EVALUATION OF BIDS

28 Bid Opening

28.1 The Purchaser shall conduct the bid opening in public at the address, date and time as specified in the BDS. Bidders, or Bidders' representatives who are present, or interested bodies who choose to attend the bid opening shall sign in the bid opening record form

evidencing their attendance.

28.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid.

28.3 All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder; the Bid Price, per lot if applicable, including any discounts and alternative offers if permitted; the presence or absence of a Bid Security; and whether there is a withdrawal, substitution, or modification. Any bid price, discounts or alternative offers not read out and recorded at the bid opening shall not be considered for evaluation.

28.4 The Purchaser shall prepare a record of the bid opening and the Bid opening record shall contain the following information:

1) Name of Bidder and whether it has withdrawn, substituted or modified its bid;
2) Bid price and discounts (alternative bids, if accepted). List of bid prices and discounts in each lot if the bidding comprises of more than one lots;
3) Presence or absence of a Bid Security if required by the Purchaser;

29 Confidentiality

29.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

29.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions shall result in the rejection of its Bid.

29.3 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

30 Clarification of Bids

30.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the

Purchaser in the Evaluation of the bids, in accordance with ITB 34.

31 Deviations, Reservations, and Omissions

31.1 During the evaluation of bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document;

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

32 Determination of Responsiveness

32.1 The Purchaser shall confirm that the Bid meets the requirements of the ITB 12 in terms of content before making detailed examination.

32.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation is one that:

(a) affects in any substantial way the scope, quality or performance of the goods and related services specified in Section 6, Schedule of Supply;

(b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract;

(c) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

32.3 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32.4 The Purchaser shall examine the technical specifications of the bid in order to confirm that the bid is responsive to the requirements of the Section 6, Schedule of Supply without material deviation, or reservation.

33 Nonmaterial Non conformities

33.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities in the bid that do not constitute a material deviation, reservation or omission.

33.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

33.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3, Evaluation and Qualification Criteria.

34 Correction of Arithmetical Errors

34.1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between words and figures, the amount in word shall prevail;

(b) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

(c) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the added or subtracted total shall be corrected; and

(d) if there is a discrepancy between the bid price in the Price Schedule and the bid amount in the Bid Submission Sheet, the bid price in the Price Schedule shall prevail and the bid amount in the Bid Submission Sheet shall be corrected.

34.2 If correction is to be made in the bid price quoted by the lowest evaluated Bidder, the Purchaser shall inform the Bidder and receive its acceptance in writing.

35 Conversion to Single currency

35.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices to the Mongolian Tugrik at the exchange rate as established by the Central Bank of Mongolia on the bid advertisement date, if the bid price is expressed in a currency other than national currency of Mongolia.

36 Margin of preference

36.1 A margin of preference shall not apply.

37 Evaluation and Comparison of Bids

37.1 The Purchaser shall evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB 32.

37.2 To evaluate a bid, the Purchaser shall consider the following and determine the comparative prices:

(a) price adjustment for correction for arithmetic errors, pursuant to ITB 34;

(b) price adjustment due to quantifiable nonmaterial nonconformities and/or minimal deviations on quantity, in accordance with ITB 32.2;

(c) price adjustment due to discounts offered by the Bidder;

(d) adjustments due to the application of the evaluation criteria specified in the Section 3, Evaluation and Qualification Criteria of the Bidding Document in accordance with related methods through expression in monetary terms;

37.3 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid as "the lowest-evaluated bid", in accordance with ITB 37.2.

37.4 If alternative bids are accepted in accordance with ITB 14, the alternative bid of the lowest-evaluated bidder shall be awarded if it offers superior conditions than its original bid.

37.5 Bid evaluation shall be conducted in each separate lot if the bidding comprises of 2 or more lots under the ITB 1.2. However, when awarding the Contract the Purchaser may choose to award in separate or in several or in whole lots depending on the efficiency of contracts.

37.6 When conducting the evaluation in bidding with several lots the Purchaser shall use the evaluation criteria and the related methods specified in the Section 3, Evaluation and Qualification Criteria of this Bidding Document to select the lowest-evaluated bid as "the lowest-evaluated bid" and decide on the most efficient award version in the named lots.

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38 Post-qualification of the Bidder

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence, specified in the ITB 18 and clarifications as specified in the ITB 30, of the Bidder's qualifications submitted by the Bidder. The determination shall not be based on other specifications not specified in the Bidder's qualifications pursuant to ITB 18.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

39 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

E. AWARD OF CONTRACT

40 Award Criteria

40.1 The Purchaser will award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40.2 If the lowest-evaluated Bidder rejects the arithmetic corrections made in accordance with ITB 34 to its bid price, the Purchaser shall reject its bid assuming the Bidder as having refused to sign the Contract, and, pursuant to ITB 22.6 (b), shall forfeit its Bid Security.

41 Notification of Award

41.1 The Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

41.2 The notification of award shall constitute the Contract Price. The Contract Price is the bid price, in which adjustments and discounts are reflected.

41.3 At the same time, the Purchaser shall also notify all other bidders of the results of the bidding. The Purchaser shall publish in the website, www.e-procurement.mof.gov.mn the results identifying the bid and lot numbers and the following information upon awarding a contract:

1) name of each Bidder who submitted a Bid;
2) bid prices as read out at bid opening;
3) name and evaluated prices of each Bid that was evaluated;
4) name of bidders whose bids were rejected and the reasons for their rejection;
5) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the Contract awarded.

41.4 After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.If the Purchaser receives protests or complaints from bidders, the complaint shall be thoroughly examined and responded as quickly as possible.

41.5 Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to ITB 44, the Purchaser shall promptly notify each unsuccessful Bidder and shall discharge its Bid Security pursuant to ITB 22.5.

42 Purchaser's right to Vary Quantities at Time of award

42.1 At the time Contract is awarded, the Purchaser reserves the right to change the quantity of Goods specified in the Technical specifications, provided this does not exceed the percentages specified in the BDS, and without any change in the price or other terms and conditions of the bid and Bidding Documents.

43 Signing of Contract

43.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement and the Special Conditions of Contract.

43.2 Within the term indicated in the BDS but not earlier than 5 working days of receipt of Agreement, the Successful Bidder shall sign, date, and return it to the Purchaser.

43.3 Upon the successful Bidder's furnishing of the Performance Security, the Purchaser shall sign the Contract pursuant to ITB 43.2.

44 Performance Security

44.1 The successful Bidder shall furnish the Performance Security in accordance with the GCC, using the Performance Security Form included in Section 9, Contract Forms.

44.2 Failure of the successful Bidder to comply with the requirements of ITB 44.1shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section 2 - Bid Data Sheet

NOTE: The below stipulated information is to make additional modifications and changes in Instruction to Bidders (ITB)'s Clauses. If there are discrepancies appear between ITB and BDS, information given in BDS shall prevail.

ITB	A. General
ITB 1.1	Purchaser: Ulaanbaatar city, Sukhbaatar district Partizan street-6, National Emergency Management Agency of Mongolia
ITB 1.1	The name of the bidding process and identifying number: Upgrading fire-fighting equipment and technologies through Agreement between the Government of Mongolia and the Government of the Republic of Poland on extending a tied aid credit
ITB 1.2	Following vehicles will be procured through this tender selection. 1. Medium size firefighting truck 13 units 2. Administrative purpose vehicle 1 unit 3. Emergency operative vehicle 1 unit
ITB 2.1	Borrower: Government of Mongolia Source of financing: Agreement between the Government of Mongolia and the Government of the Republic of Poland on extending a tied aid credit Project name: Upgrading fire-fighting equipment and technologies
	B. Bidding documents
ITB 8.1	Address of purchaser: (For clarification purposes only) Attention: Director of Fire fighting Department, Lieutenant Colonel Ts.Nyambayar Organization: National Emergency Management Agency of Mongolia Street address: 6 Partisan street, Sukhbaatar district Floor/Room number: 2 second floor, room 202 City: Ulaanbaatar Postal number: Ulaanbaatar - 14250 Country: Mongolia Telephone: +976-11-262464 Facsimile number: +976-11-318388 Electronic mail address: nyambayar@nema.gov.mn Request for clarification should be received by the Purchaser no later than **7** days prior to the deadline for submission of bids.
	C. Preparation of Bids
ITB 11.1	An official language of the bid is: ***English***
ITB 12.1 (3)	The Bidder shall submit with its bid the following documents: Polish companies must submit Letter of Confirmation provided from Ministry of Finance of the Republic of Poland within 2018.
	Clear explanation of vehicle manufacturing, transportation, supply and warranty period
	Preference will be given to organizations with existing service, insurance and other cooperation in Mongolia.
	If Mongolian or English version of the bidding documents has been discrepancies, English version shall prevail.
ITB 14.1	Alternative bids ***"shall not"*** be permitted.
ITB 15.5	Incoterms series: "Incoterms 2010"

ITB 15.8 (a) (3); (b)(3) болон (c)(5)	Final destination for procured goods: Parking lot of National Emergency Management Agency's Headquarter
ITB 15.8 (b) (1)	Name of destination or port of the procured goods to be transported: Parking lot of National emergency management agency's headquarter
ITB 15.10	Offered pricing of bidder shall be "adjusted" during the contract implementation.
ITB 16.1	Bidding process currency is Euro
ITB 17.1 (e)	Goods supply special license: "Required"
ITB 18.1 (b)	Manufacturer/ Contracted seller's license: "Required"
ITB 18.1 (c)	Proof of providing vehicle repair service, supply of parts identified in technical specification in Mongolian territory either directly or through representative must be submitted: "Required"
ITB 20.1 (b)	Expected continuous, per mode usage of goods: 10-15 years
ITB 22.1	The Bid Security **"shall**" be required. The amount of the bid security shall be **1 % of contract cost /euro/**
ITB 23.1	Quantity of bid copies to be submitted not including the original bid: 4, can be submitted with CD
	D. Submission of Bids
ITB 24.1	Bidders **"shall not"** have the option of submitting their bids electronically.
ITB 24.3 (b)	Address of purchaser: (For clarification purposes only) Attention: Director of Firefighting Department, Lieutenant Colonel Ts.Nyambayar Organization: National Emergency Management Agency of Mongolia Street address: 6 Partisan street, Sukhbaatar district Floor/Room number: 2 second floor, room 202 City: Ulaanbaatar, Sukhbaatar district Postal number: Ulaanbaatar - 14250 Country: Mongolia
ITB 24.3 (c)	Name of the bidding process and number must be clearly written on the bid envelope in accordance with ITB 1.1
	D. Opening and Evaluation of Bids
ITB 28.1	Address of the Bid Opening place is given as following: Building and street address: National Emergency Management Agency of Mongolia Floor and room number: 2nd floor room 202 Province, city: Ulaanbaatar city Country: Mongolia Bid Opening date and time: Date: 4th of May, 2018 Time: 10.00 a.m, Ulaanbaatar time
	E. Award of contract
ITB 42.1	Maximum allowed amount of goods quantity reduction: 10% Maximum allowed amount of goods quantity increase: 10%
ITB 43.2	Selected bidder must sign the contract and send it to purchaser within 10 days after receiving the contract form

Section 3. Evaluation and Qualification Criteria

The purpose of the Section 3- Evaluation and Qualification Criteria (EQC) is to specify the criteria that the Purchaser will use to evaluate the Bids and post-qualify the lowest-evaluated Bidder. The Purchaser must develop the EQC and include it as a part of the Bidding Document. The Purchaser shall not use any other criteria and methodology in evaluation of the bids. The EQC is not a Contract document and, therefore, it is not a part of the Contract.

Table of Criteria

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- Average Annual Turnover
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- Production Experience
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- Cash-flow Capacity
- Litigation History

1. EVALUATION CRITERIA

[Note: The Purchaser may use the appropriate criteria from the below determined criteria]

1.1 Scope

1.1.1. Local Handling and Inland Transportation

If the Purchaser wishes to consider during bid evaluation the costs for inland transportation, insurance, and other services within the Purchaser's country incidental to delivery of the Goods to their final destination,

(a) the Purchaser must define these items of services in Section 6, Schedule of Supply; and

(b) Bidders must be required to quote for these services as part of their bid price in the Price Schedule provided in Section 4, Bidding Forms.

In such case, the following provision should be used:*[Insert: "Costs for inland transportation, insurance, and other incidental costs for delivery of the Goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section 6, Schedule of Supply, shall be quoted in the Price Schedule provided in Section 4, Bidding Forms. These costs will be considered during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Purchaser based on tariffs published by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIF or CIP price."]*

1.1.2. Minor Omissions or Missing Items

The cost of minor omissions or missing items in the scope of supply, services, etc. should be added to the Bid Price to allow for Bid comparison on an equal basis. The price adjustment should be based on a reasonable estimate of the cost by the executing agency, engineer, consultant or bid evaluation committee, taking into consideration the corresponding quoted prices from other conforming Bids. The price adjustment should be based on the fair price of the omitted item. The most frequently used method is to use the price equal to the highest price quoted for the same item by the other Bidders.

[Insert: "Pursuant to ITB 32.5, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids."]

1.2 Multiple Contracts

If Goods and Related Services are grouped in multiple lots, the following provision must be used:

[Insert: "Goods are grouped in lots. The Purchaser will evaluate and compare Bids based on a lot, or a combination of lots, or as a total of lots in order to arrive at the least cost combination for the Purchaser by taking into account discounts offered by Bidders in case of award of multiple contracts."]

If a bidder submits successful bids for multiple lots (lowest evaluated substantially responsive bids), the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated qualifying requirements relating to: *[Purchaser to list here the qualifying requirements set for individual contracts, i.e., Annual Turnover, Financial Position].*

1.3 Technical Criteria

These criteria should specify the minimum technical level that the Goods and Related Services shall have in order to comply with the Section 6, Schedule of Supply. Whenever possible, these criteria should be evaluated on a pass–fail system, with a minimum acceptable level for each criterion enumerated.

However, a minor deficiency in technical compliance may not be cause for rejection of the Bid. An example of such non-substantive deficiency is the case of an auxiliary motor of which the power rating falls short of that specified, or a proposal to supply cross-ply tires for a vehicle instead of radial-ply as specified. The cost of making good any deficiency should likewise be added to the Bid Price concerned. The most frequently used methods assign to the non-conforming items or components, prices based on similar methods described above under Scope, with the price of the non-conforming items or components deducted.

[Insert: "The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section 6, Schedule of Supply shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids"]

1.4 Economic Criteria

The economic criteria are most important when evaluating a Bid. In most cases, they are the only criteria for evaluating Bids that have passed the technical evaluation. Price, however, may not be the only criterion, as there could be other criteria that may be expressed in monetary terms. For energy consuming equipment and facilities, adjustment for efficiency over and above the minimum functional guarantees specified in the specifications (e.g. generators, pumps), losses (e.g. transformers), and future operating costs of the equipment may be taken into account in the determination of the evaluated Bid Price. The financial cost for these adjustments (added to or deducted from the Bid Price as the case may be) shall be made only when it is specified in the Bidding Document that these functional guarantees and projected operating costs are factors in bid evaluation. The methods of calculation for these evaluation factors shall be clearly specified in the Bidding Document. Deviations from the specified manner of cost calculation shall not be introduced.

Examples of such criteria appear below:

1.4.1 Adjustment for Deviations from the Terms of Payment

The Purchaser must state here whether deviations from the terms of payment as specified in Special Conditions of Contract, Sub-Clause 15.1, are permitted or not. If permitted, the Purchaser shall evaluate deviations from the terms of payment in the following manner. The Purchaser shall first evaluate the Bids based on the terms of payment specified in the Special Conditions of Contract, Clause 15.1. The Purchaser shall then add an adjustment to the Bid Price to take into account the differences in cash flows. The adjustment shall be calculated as the discounted cash flow of the incremental payments of the alternative compared with those of the terms of payment specified by the Purchaser.

[Alternative 1. Insert: "Deviations from the Terms of Payment as specified in Special Conditions of Contract, Sub-Clause 15.1, are not permitted."]

[Alternative 2. Insert: "Bids offering payment terms which differ from those specified in the Special Conditions of Contract, Sub-Clause 15.1 will be accepted but the Bids will be adjusted in the evaluation by adding the cost of the interest involved at the rate of(… specify commercial rate applicable)."]

1.4.2 Adjustment for Deviations in the Delivery and Completion Schedule

Bidders are required to base their prices on the Delivery and Completion Schedule specified in Section 6, Schedule of Supply. The Purchaser must state here whether deviations from the specified Delivery and Completion Schedule are permitted or not. If permitted, the Purchaser shall evaluate deliveries by adding the corresponding price adjustment in accordance with the procedure outlined below.

[Alternative 1. Insert: "Deviations from the Delivery and Completion Schedule specified in Section 6, Schedule of Supply, are not permitted."]

[Alternative 2. Insert: "The Goods covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule specified in Section 6, Schedule of Supply. No credit will be given for earlier completion. Bids offering late contract performance schedules will be accepted but the Bids shall be adjusted in the evaluation by adding to the Bid Price at the rate of 0.1 percent of the Bid Price for each day of delay. Bids offering delivery schedules beyond (…specify time limit) of the date specified in Section 6, Schedule of Supply, shall be rejected."]

1.4.3 Operating and Maintenance Costs

The Operating and Maintenance costs (O&M) need to be taken into account for bid evaluation purposes when such costs over the life cycle of the Goods represent an important cost in relation to the capital or investment cost of the Goods. Different technologies may involve large variations in the capital costs of the Goods and the costs associated with their O&M. Normally, more elaborate technologies and materials used in the manufacturing of the Goods involve higher investment costs and lower O&M costs. O&M costs are evaluated at their present value over the life cycle of the Goods and then added to the price of the Goods**.**

Typical O&M cost factors for calculation are:

(a) Number of years for initial period of operation. It is recommended that the initial period of operation does not exceed the usual period before a major overhaul of the Goods is required, usually between five and ten years. The load or working cycle (hourly, daily, monthly, seasonal) of the Goods shall be as specified by the Purchaser).

(b) Operating costs such as fuel, electricity, spare parts, labor and/or other in puts required for the operation of the Goods.

(c) Rate, in percent, to be used to discount to present value, all the annual future costs calculated under (b) above for the period specified in (a).

[Insert procedures to be used]

1.4.4 Spare Parts

Only those spare parts and tools which are specified on an item-wise basis in the List of Goods and Related Services in Section 6, Schedule of Supply, shall be taken into account inthe bid evaluation. Supplier-recommended spare parts for a specified operating requirement shall not be considered in bid evaluation.

[Insert: "The list of items and quantities of (… specify spare parts, tools, major assemblies, and selected components), likely to be required during the initial period(… specify period) of operation is indicated in Section 6, Schedule of Supply. The total cost of these items at the unit prices quoted in each Bid shall be added to the Bid Price."]

1.4.5 Performance and Productivity of the Goods

The adjustment factor for the performance or productivity of the Goods shall be calculated based on the difference between the reference value or norm (i.e. the efficiency) as specified in Section 6, Schedule of Supply, and the corresponding value guaranteed by the Bidder in its Bid. The method of calculation shall be the following:

[Insert detailed description of the methodology]

B. QUALIFICATION CRITERIA

For the procurement of ordinary, readily available, off-the-shelf items, a thorough checking of the qualification of the bidders may not be necessary, apart from ensuring that the technical specifications are met, and that the equipment or machinery has been sufficiently tested in practical terms.

If there is a need to ensure that the lowest-evaluated Bidder has the necessary qualifications to successfully fulfill its obligations under the Contract, as the case may be for the procurement of expensive and technically complex items of plant, equipment and machinery for which a separate prequalification exercise was not considered feasible, the Purchaser may specify appropriate qualification criteria in this section.

Depending on the nature of the procurement, taking money and time at risk into account, Bidders' qualifications regarding critical aspects of their financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the Contract may need to be examined. It will be necessary to seek only information essential to determine the Bidder's capabilities to execute the Contract satisfactorily. All these criteria shall be evaluated on a pass/fail basis only. Minimum acceptable levels with regard to Bidders' experience in supplying Goods and Related Services with comparable technical parameters, its manufacturing and installation capacity, its financial capability and other factors must be defined.

The following criteria may be used individually or in combination to establish one or several critical qualifications of the Bidder:

Eligibility

Eligibility for participation by Bidders in terms of nationality, conflict of interest, status as government owned enterprise and sanctions either by GKB or other international development institutions.

Average Annual Turnover

Average annual turnover for contracts completed or under execution over the last three years: ……. MNT. This amount is defined as the total payments received by the Bidder for contracts completed or under execution over the last three years. For determination of the average annual turnover, the following formula is used:

X = 1.0 * V / T where:

X is an average annual turnover.

1.0 is the multiplier.

V is the estimated annual turnover in the subject contract based on a straight-line projection of the Employer's estimated cost, including contingencies.

T is the contract duration in years.

Contractual Experience

Number of contracts *[insert number of years which normally varies from 1 to 3]*successfully completed as main Supplier within the last three years. Average value of contracts shall be at least..... million MNT*[not less than 80 percent of the estimated value of the subject contract]*. Nature and complexity of these contracts should be comparable to the subject contract.

Production Experience

Goods offered have been in production for at least *[number]* years and a minimum of *[number]* units of similar capacity have been sold and have been in operation satisfactorily for at least*[number]*years.

Financial Position

Soundness of the Bidder's financial position showing long-term profitability demonstrated through audited annual financial statements (balance sheet, income statement) for the last three years.

Cash-flow Capacity

Availability of or access to liquid assets, lines of credit, and other finances sufficient to meet any possible cash flow requirement which may arise during the execution of the contract. This should inappropriate cases also take into account the Bidder's commitments for other contracts.

Litigation History

All pending claims, arbitration, or other litigation shall represent in total not more than ..... *[indicate a percentage within the range of 50 to 100 percent of a Bidder's net worth]*percent of the Bidder's net worth.

Section 4. Bidding Forms

The Bidder shall complete all bidding forms and submit in its Bid as specified in the Bidding Documents.

- Bid Submission Sheet
- Price Schedule
- Bid Security
- Manufacturer's Authorization
- Qualification Information Forms
    - ✓ Bidder's Information Sheet
    - ✓ Joint Venture Information Sheet
    - ✓ Proposed Sub-Contractor
    - ✓ Experience of Similar Contracts Completed
    - ✓ Information of Current Contract
    - ✓ Financial Capabilities
    - ✓ Personnel Capacity

BID SUBMISSION SHEET

Date:
NCB No.:
Alternative No.: *[Insert identification no. if this is an Alternative Bid; if alternative bid is not permitted, delete this field]*

To: _____

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including Addenda No.;

2. We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Technical Specifications and Other Requirements, the following Goods and Related Services: _____;

3. The total price of our Bid, excluding any discounts offered in item 4 below is:[insert the bid price by numbers and words]_____;

4. The discounts offered and the methodology for their application are:_____;

5. Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

6. If our Bid is accepted, we commit to obtain a Performance Security in the amount of_____percent of the Contract Price for the due performance of the Contract;

7. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries _____;

8. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;

9. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the GKB;

10. We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.4; [*Use one of the two options as appropriate*.]

11. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	**Address**	**Reason**	**Amount**
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

12. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

13. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

14. We agree to permit GKB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the GKB.

Name_____

In the capacity of _____

Signed_____

Duly authorized to sign the Bid for and on behalf of_____

Date_____

PRICE SCHEDULE FOR GOODS MANUFACTUREDAND TO BE IMPORTED FROM OUTSIDE MONGOLIA

(Group B) No: __ _____

Alternative Bid No: _____

Currencyin accordance with ITB Clause 16

1	2	3	4	5	6	7	8
Item No	Description of Goods	Country of Origin	Quantity	Unit price CIF or CIP, as specified in ITB 15.8(b)(1)	Total CIF or CIP price per item (4x5)	VAT and other taxes payable per item if Contract is awardedin accordance with in ITB 15.8(b)(2)	Total price per item (6+7)
Total Amount							

Name of Bidder _____ Signature of Bidder _____ Date _____

PRICE SCHEDULE FOR RELATED SERVICES OFFERED

No: __ _____
Alternative Bid No: _____

Currency in accordance with ITB 16

1	2	3	4	5	6	7
Item No	Description of Services	Country of Origin	Unit of Measurement	Quantity	Unit price	Total price per item
Total Amount						

Name of Bidder _____ Signature of Bidder _____ Date _____

BID SECURITY
(A BANK GUARANTEE)

To:*[Name of Purchaser]*

WHEREAS *[insert name of bidder]* (hereinafter called "the Bidder") has submitted its bid for the supply, delivery and installation of *[insert brief description of the goods and ITB number]* (hereinafter called "the Bid").

KNOW ALL PERSONS by these present that WE *[insert name of the bank]* (hereinafter called "the Bank") are bound unto *[insert name of purchaser]* (hereinafter called "the Purchaser") in the sum of *[insert amount in figures]*[1], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successor and assigns, by these present.

The conditions of this obligation are:
(1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet;
(2) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
(a) fails or refuses to execute the Contract Form, when requested;
(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or;
(c) does not accept the correction of arithmetical errors pursuant to Instructions to Bidders.

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

This guarantee will remain in force up through *[insert date]*[2]and any demand in respect thereof should reach the Bank not later than such date.

Yours truly,

Signature and stamp:

Name and title of duly authorized person to sign the Bid Security:

Date:

Address:

[1] The amount of guarantee shall be expressed in a currency of the bid. This amount shall be equal to the amount specified in ITB Clause 22.1.

[2] The Bid Security shall be valid for twenty-eight days (28) beyond the original validity period of the bid as specified in ITB 22.1.

MANUFACTURER'S AUTHORIZATION

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Alternative No.: *[Insert identification no. if this is an Alternative Bid; if alternative bid is not permitted, delete this field]*

To: *[insert complete name of Employer]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 14 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Manufacturer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section 5. Eligible Countries

This Section includes Poland only.

Part 2 – Supply Requirements

Section 6. Schedule of Supply

The Schedule of Supply consists of four parts:

1. List of Goods and Delivery Schedule .....
2. List of Related Services and Completion Schedule .....
3. Technical Specification .....
4. Drawings.....

Notes for Preparing the Technical Specifications and Other Requirements:

The Technical Specifications and Other Requirements shall be included in the Bidding Documents by the Purchaser, and shall cover, at a minimum, a description of the Goods and services to be supplied, the delivery schedule and if necessary, the drawings.

The objective of the Technical Specifications and Other Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract.

The date or period for delivery should be carefully specified, taking into account the implications of delivery terms stipulated in the Technical Specifications and Other Requirements pursuant to the INCOTERMS rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that "delivery" takes place when Goods are delivered to the carriers), and (b) the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

1. List of Goods and Delivery Schedule

[The Purchaser shall fill the columns 1-7 in this table, with the exception of the column 8 to be filled by the Bidder.]

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per INCOTERMS) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [*to be provided by the bidder*]
1	2	3	4	5	6	7	8
1	*Medium size fire fighting vehicle*	*13*	*Unit*	*National Emergency Management Agency, Central office's parking*	*According to contract*	*According to contract*	
2	*Operational vehicle*	*1*	*Unit*				
3	*Emergency (express) vehicle*	*1*	*Unit*				

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic and consistent with the required Goods Delivery Date]

No.	Description of Related Services	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	2	3	4	5	6

3. Technical Specifications

The purpose of the Technical Specifications is to define the technical characteristics of the Goods and Related Services required by the Purchaser.

Unambiguous and well-prepared Technical Specifications will facilitate the Bidders to prepare substantially responsive and competitive bid that meets the requirements set by the Purchaser.

The preparation of Technical Specifications shall follow competition encouragement principle and define the characteristics of Goods, services, materials and functionalities to be procured. The purpose of the procurement, which is to ensure frugality, efficiency and fairness, will only be achieved upon the fulfilment of above mentioned requirements, securing the responsiveness of the bids and resulting fair and correct evaluation of bids.

The TS should require that all Goods and materials to be incorporated in the Goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless otherwise provided for in the Contract.

It will be advantageous to use Technical Specifications that were previously used and relevant to similar project as reference. Metrics system shall be used in the preparation of Technical Specifications. There are no common Technical Specifications templates that can be used in every area. It is important to prepare and standardize standard or General Technical Specifications for Goods of all types. This standard Technical Specification shall be applied by specifying and adjusting it for particular Goods.

Technical Specifications should not prefer overly specified criteria. Technical Specifications for Goods and material should use internationally recognized standards as much as possible. If Mongolian national standards or other different particular standards are used, then they must be followed by a statement that it shall ensure at least a substantially equal or higher quality in terms of Goods, materials and characteristics in order to be accepted.

Sample provision:

Equivalency of standards and codes

Unless otherwise specified in the Contract, Goods and materials to be supplied under the Technical Specifications and standard and codes to be applied for its testing shall be the version of those standard and codes which was in force during that particular time. If any national standard and codes were referred in the Technical Specifications, then only other internationally recognized authoritative standards that ensure at least a substantially equal or higher quality shall be accepted.

Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.

If required, the Purchaser may issue drawings and Site plan to the Bidders together with Bidding Document. Also, it may require the Bidder to accompany the drawings and models in submission of the bid or submit them to the Purchaser for preliminary review during the performance of the Contract.

If the Purchaser is determined to have Summary of Technical Specifications, then relevant information shall be reflected in the below mentioned table. The Bidder shall demonstrate whether the Goods and services offered are meeting those requirements using the same table.

The Goods and Related Services to be supplied shall comply with below described Technical Specifications and standard.

Item number:	Name of Goods and Related Services:	Technical Specifications and Standard:

4. Drawings

The purpose of drawings is to specify locations, dimensions, materials to be used, stages of manufacturing, and other characteristics of the Goods and Related Services. The Purchaser should prepare such drawings, as needed, and include theminthe Bidding Document. Such drawings shall be part of the Technical Specifications.
If the drawings are required to be accompanied in the submission of Bidding Document, then following table shall be used:

List of Drawings		
Number of drawings:	Name of drawings:	Intended use:

1. ГАЛ ТҮЙМЭР УНТРААХ ДУНД ОВРЫН АВТОМАШИНЫ ТЕХНИКИЙН ТОДОРХОЙЛОЛТ

1. Medium size fire fighting vehicle's technical specification

№	Эд анги, бүрдэл хэсэг, багаж, хэрэгслийн нэр			Техникийн үзүүлэлт
	Name of parts, equipments, accessories			Parameter
1	1.1 Явах эд анги Chassis	1.1.1	Тээврийн хэрэгслийн төрөл, ангилал	Дунд оврын 4х4, туулах чадвар сайтай, гал түймэр унтраах зориулалтын
			Vehicle class/type	Medium size, cross country wheel drive 4x4, for fire fighting
		1.1.2	Дизель хөдөлгүүр	279 HP - Хөдөлгүүр – MAN хүчин чадал. 110 км/цаг (Евро 3)
			Engine (diesel)	279 HP MAN, 180 km/h (euro 3)
		1.1.3	Зөвшөөрөгдөх даацын дээд жин (тонн)	16
			Acceptable capacity (ton)	16
		1.1.4	Хурдны хайрцаг	Механик, 9 араа
			Gearbox	9 speed manual
		1.1.5	Тэнхлэгийн тоо	2
			Axle	2
		1.1.6	Арал анги (шасси)	MAN
			Chassis	MAN
		1.1.7	Урдаа хүч нэмэгдүүлэх мосттой	
			Possibility of switching off the front wheel drive	
	1.2 Хөдөлгүүр Engine	1.2.1	Шатахууны төрөл	Дизель
			Fuel type	Diesel
		1.2.2	Цилиндрийн тоо	6
			Cylinder number	6
		1.2.3	Шатахууны савны багтаамж	125 литр, түүнээс дээш
			Fuel tank volume	125 liter, than more
	1.3 Дугуй Tyre	1.3.1	Урд тэнхлэг дан дугуйтай	P225/80R22.5 M+S (нөөц 1 дугуйтай)
			Front axle single tyre (tire)	(resource tire 1)

		1.3.2	Хойд тэнхлэг давхар дугуйтай	
			Rear axle twin tyres (tires)	
		1.3.3	Урд болон хойд тэнхлэг нумтай.	
			Front and rear axle has leaf springs	
	1.4 Жолооны хүрд Steering wheel	1.4.1	Зүүн гар талдаа байрласан	
			Steering left hand drive	
	1.5 Тоормос Brakes	1.5.1	Явалтын (ABS) системтэй	
			Service brake - Dual-circuit pneumatic brakes	
		1.5.2	Зогсолтын (гар кардан)	
			Parking brake - Spring loaded and air controlled without linkages, acting on the rear wheels	
		1.5.3	Хөдөлгүүрийн (моторын эргэлтийг сааруулах)	
			Engine brake - Low noise exhaust brake	
	1.6 Цахилгаан систем Electric system	1.6.1	12 Вольт-ийн 2 аккумулятортой (дахин цэнэглэх боломжтой)	Аккумулятор тус бүр 80 А
			24 V with two 12 V batteries (rechargeble)	Battery 80A
2	2.1 Овор Dimensions	2.1.1	Урт мм	7200-7300
			Length mm	7200-7300
		2.1.2	Өргөн мм	2500-2550
			Width mm	2500-2550
		2.1.3	Өндөр мм	3200-3300
			Height mm	3300-3600
		2.1.4	Тэнхлэг хоорондын зай мм	3620
			Distance axles mm	3620
		2.1.5	Урд налуугийн (сэгийлт) өнцөг, градус	37
			Front slope degrees	37
		2.1.6	Хойд налуугийн (гаралт) өнцөг, градус	30
			Back slope degrees	30
		2.1.7	Гадаргуугаас тэнхлэг хүртэлх зай см	35
			(Distance) Between land and axle, centimeter	35
	2.2 Жин	2.2.1	Нийт жин	16000 кг

	Weight		Weight kg	16000
		2.2.2	Урд тэнхлэг	6100 кг
			Permissible front axle load kg	6100
		2.2.3	Хойд тэнхлэг	10500 кг
			Permissible rear axle load	10500
	2.3 Салхины шил Windshield	2.3.1	Аюулгүйн шилтэй	
			Safety glass	
	2.4 Хянах самбар Dashboard	2.4.1	Хурд хэмжигч	
			Speedometer	
		2.4.2	Тос даралт хэмжигч эсвэл мэдээллэх гэрэлтэй	
			Oil pressure gauge or warning lamp	
		2.4.3	Түлшний савны хэмжигч	
			Diesel tank gauge	
		2.4.4	Хөргөлтийн температур хэмжигч	
			Coolant temperature gauge	
		2.4.5	Батерэй цэнэглэгч илрүүлэгч	Батерейг цэнэглэж байгаа үед автомашин асдаггүй байх системтэй
			Battery charging indicator	If battery is charging, engine doesn't work
		2.4.6	Агаарын шахуургын хэмжигч	
			Air pressure gauge	
		2.4.7	Гэрлэн дохионы мэдээлэгч	
			Control light direction indicators	
		2.4.8	Тоормосны системийн анхааруулах гэрэл	
			Warning light braking system	
3	3.1 Бүхээг Cabin	3.1.1	Давхар кабинтай, 4 хаалгатай, суудлын хуваарь 1+1+4.	
			Double cabin has 4 doors, seating chart 1+1+4.	
		3.1.2	Бүхээг дотроо хөргөлт, халаалтын системтэй	

			Cabin has air condition and heating system.	
	3.2 Бүхээгийн тоноглол Cabin equipment	3.2.1	Хяналтын камер, GPS байрлал тогтоогч, урд суудлууд ослын дэртэй, арын суудал дээш сөхөгдөх зохицуулалттай, (урд талын доод хэсэг, 2 хажуу талыг харах нэмэлт тольтой), салхины ба хаалганы шил гэрэл бууруулагчтай, салхины шил арчигч 2 байх, багийн удирдагч болон жолоочид зориулсан уншлагын нэмэлт гэрэл, урд цонхонд бичиг баримт тогтоогчтой, суудлын бүрээстэй (хялбар цэвэрлэгдэх материалаар хийгдсэн), холын болон манангийн нэмэлт гэрэл, өдөр, шөнийн цагаар ажиллах гэрэл, радио CD/MP4, холбооны хэрэгсэл (хөдөлгөөнт радио утас), чанга яригч, амьсгалын төхөөрөмжийн бэхэлгээтэй байна.	
			Control camera, GPS, (front seats have air bags, rear seats can be folded to make space, additional mirrors, tinted front window glass, tinted door glass, extra reading lamp for the driver and team leader, documents locker above the front window, seats cover made easy to clean fabrics, far and fog's extra lamps, day and nighttime's running lamps, radio, public address, CD/MP4, communication system (mobile radiophones), hooks and hangers for the breathing apparatus.	
		3.2.2	Технологийн нийлмэл металь хэрэглэж гүйцэтгэсэн. Дотоод хүрээ нь inox бие хүрээтэй, хөшиг, багажны хайрцаг, дээвэр, гишгүүрүүд хөнгөнцагаан материалаар хийгдсэн. Багажны хайрцагны хөшигний хуваарь 3+3+1. Гар багаж хэрэгслүүдийг хялбар авч, буулгах боломжтой бэхэлгээтэй. Автомашины дээвэр лүү гарах шат газраас 35 см өндөрт байрласан, эвхэгддэг байж болно.	
			The body is executed with the use of metal-composite technology. The inox body frame is executed as a self-supporting structure with the intermediate frame(s). Lockers made of aluminium sheets. Lockers roll-on door chart is 3+3+1.Open-on-demand landing for easy equipment access included. Folding ladder at the back of the vehicle from 35 centimeter from ground.	
	3.3 Усны сав Water tank	3.3.1	Багтаамж	3000 литр
			Capacity	3000 litres

		3.3.2	Хийц	Бат бөх хөнгөн материалаар хийгдсэн, усыг цалгилтаас хамгаалсан тусгаарлах хана, хагалагчтай.
			Fabric	Made of secure and light material. Water tank has separating walls and cutter
		3.3.3	Усны түвшинг хэмжигчтэй	
			Tank level indicator "Fludometer"	
		3.3.4	Вакум болон өндөр даралт үүсэхээс сэргийлэх системтэй	
			Overflow system with spilling prevention to release pressure and vacuum	
		3.3.5	Баруун болон зүүн талдаа ус ачих тотготой байх	66 мм-ийн 2 тотготой
			Tank drain with manually actuated two ball valves	diameter is 66 mm
		3.3.6	Ус халаах системтэй (цахилгаан)	
			Water tank heating system (electric)	
	3.4 Хөөс үүсгэгчийн сав Foam compound tank	3.4.1	Багтаамж	300-400 литр
			Capacity	300-400 litres
		3.4.2	Хөөс үүсгэгчийн түвшинг хэмжигчтэй	
			Tank level indicator "Fludometer"	
		3.4.3	Вакум болон өндөр даралт үүсэхээс сэргийлэх системтэй	
			Overflow system with spilling prevention to release pressure and vacuum	
4	4.1 Усан хөөрөг (өндөр даралтын хоолойтой холбогдох тохируулгатай байх)	4.1.1	Байрлал	Автомашины хойд хэсэгт
			Location	In the truck's rear
		4.1.2	Хүчин чадал	3000 л/мин 10 bar (хэвийн даралт)
			Output	3.000 l/min at 10 bar (normal pressure)
		4.1.3	Хөлдөлтөөс хамгаалсан халаалтын системтэй	
			Heating system against freezing.	

	Centrifugal fire pump (connected high pressure hose)	4.1.4	Сорох өндөр	9 м хүртэл
			Suction lift	up to 9 m
		4.1.5	Хөөс үүсгэгч, усны холимгийг харьцуулагч системтэй	Хөөс үүсгэгч - гар ажиллагаатай – холимгийн найрлага 1-6%.
			Foam agent dispenser, foam proportioning system	Hand operated, concentration of 1% and 6%
	4.2 Суурин хушуу Water-foam monitor	4.2.1	Хөөс, усны хосломол ажиллагаатай	1
			Combined for water and foam	
		4.2.2	Байрлал (дунд хэсэгт)	Усны савны дээр
			Location: middle	Over the water tank
		4.2.3	Удирдлага	Гар ажиллагаатай
			Control	Direct manual control
		4.2.4	Хүчин чадал	Хөөсийг 70 м-т
				Усыг 80 м-т
			Output	Foam straight stream/ throw 70 m
				Water straight stream/ throw 80 m
		4.2.5	Эргэлт	360 градус
			rotation	360 degrees
		4.2.6	Өргөлт, градус	80
			Elevation	0-80 degrees
		4.2.7	Уналт, градус	-15
			Depression	minus 15 degrees
5	5.1 Тусгай дуут болон гэрлэн дохио Special warning lights and siren	5.1.1	MNS 4979:2016 Монгол Улсын стандартын дагуу	
			In accordance with the MNS 4979:2016 standard of Mongolia.	
	5.2 Гэрэлтүүлэг Lighting device	5.2.1	Цамхагт гэрэл LED (зөөврийн)	2x1000 Вт
			Remote steered electro-pneumatical lighting flagpole with digital generator LED light tower	2x1000 W
		5.2.2	Гар чийдэн LED	6

			Torch LED	6
		5.2.3	Прожуктор LED (бүхээг, усны сав, тээшний арын хэсэгт байрласан)	3
			Extra LED lamps on the roof	3
	5.3 Автомашины өнгө, тэмдэглэгээ Cover color, mark	5.3.1	Өнгө RAL 3000, MNS 6412:2013 Стандартын 7 дугаар заалтын дагуу тэмдэглэгээтэй.	
			RAL 3000, It is marked in accordance with MNS 4979: 2016 standard of Mongolia	
6	6. Гар багаж, хэрэгсэл (евро стандартын) Fire fighting equipment (euro standard)	6.1	Сорох хоолой 125 мм, 4м урттай	2
			Suction hose 125 mm, 4 m	2
		6.2	Сорох хоолой 100 мм, 4м урттай	2
			Suction hose 100 mm, 4 m	2
		6.3	Даралтын хоолой 51 мм, 20 м урттай (дотортой, сентитик)	10
			Delivery hose (synthetic special) 51 mm, 20 m	10
		6.4	Даралтын хоолой 66 мм, 20 м урттай (дотортой, сентитик)	10
			Delivery hose (synthetic special) 66 mm, 20 m	10
		6.5	Даралтын хоолой 77 мм, 20 м урттай (дотортой, сентитик)	10
			Delivery hose (synthetic special) 77 mm, 20 m	10
		6.6	Сорох шүүр 125 мм	1
			Suction strainer 125 mm	1
		6.7	Сорох шүүр 100 мм	1
			Suction strainer 100 mm	1
		6.8	Сорох шүүрний олс 15 м	1
			Suction hose rope 15 m	1
		6.9	Хоолойн түлхүүр 125 мм	2
			Coupling spanner 125 mm	2

		6.10	Хоолойн түлхүүр 100 мм	2
			Coupling spanner 100 mm	2
		6.11	Хоолойн нөхөөс	8
			Hose jacket	8
		6.12	Хоолойн гүүр	2
			Hose bridge	2
		6.13	Хоолойн дэгээ	3
			Hose holder	3
		6.14	Галын гар хушуу олон үйлдэлт 51 мм	3
			Select flow nozzle 51 mm	3
		6.15	Галын гар хушуу олон үйлдэлт 66 мм	3
			Select flow nozzle 66 mm	3
		6.16	Хөөсний хушуу ГПС-600-тай дүйцэхүйц	2
			Foam making branchpipe.Suitable for high expasion foam	2
		6.17	Ус түгээх цорго /стендер/	1
			Standpipe	1
		6.18	Салаа бэлчир оролт 66мм, гаралт дундах нь 66мм, захын 2 нь 51 мм.	2
			Dividing breeching 3 coupling	2
		6.19	Салаа бэлчир 2 тотготой, оролт 66 мм, гаралт 51 мм	2
			Dividing breeching 2 coupling	2
		6.20	Салаа тотго	2
			Dividing equipment	2
		6.21	Шилжүүлэн гайк 51х66	3
			Coupling adapter 51х66	3
		6.22	Шилжүүлэн гайк 66х77	3
			Coupling adapter 66х77	3
		6.23	Шилжүүлэн гайк 51х77	3
			Coupling adapter 51х77	33

		6.24	Тайлбар: Салаа бэлчирийн оролт гаралт, хөөрөгний ус цацах цорго, хоолойн тотго, шилжүүлэн, гар хушууны тотго, усны савны ачих, буулгах тотго, сорох шүүр, сорох хоолой, салаа тотго, гидроэлеваторын тотгонууд ГОСТ Р53279-2009 стандартын дагуу байна (Гайка Богданова пожарные).	
			All equipment's coupling in accordance with the Russian standard GOST R53279-2009	
		6.25	Аврах олс 30-50 м	3
			Fire rescue line 30-50 m	3
		6.26	Анхны тусламжийн хайрцаг	1
			First aid bag	1
		6.27	Яаралтай тусламжийн цүнх	1
			Emergency rescue set	1
		6.28	Гурав сунадаг шат	1
			Triple extention ladder	1
		6.29	Араатай шат	1
			Scaling ladder	1
		6.30	Эвхдэг шат	1
			Ladder	1
		6.31	Засварын түлхүүрний иж бүрдэл	1
			Universal tool box	1
		6.32	Метал тасдагч	1
			Bolt cutter	1
		6.33	Лоом	1
			Crowbar	1
		6.34	Сүх (том)	1
			Wood axe	1
		6.35	Галын дэгээ	1
			Pike pole	1
		6.36	Хүрз 2 кг	2
			Spade 2 kg	2
		6.37	Өвсний сэрээ	1
			Pitchpork	1
		6.38	Лантуу 3.5 кг	1

			Sledge hammer 3.5 kg	1
		6.39	Тасдагч (моторт, дискэн)	1
			Hacksaw (engine)	1
		6.40	Тасдагч тэлэгч (гидр гар ажиллагаатай)	1
			Combi tool (manual)	1
		6.41	Галын голомт илрүүлэх, дулаан мэдрэгч камер	1
			Heat detector camera	1
		6.42	Аврах ажиллагааны хутга	1
			Combat knife	1
		6.43	Гал унтраагуул ABC	1
			Fire extinguisher ABC	1
		6.44	Моторт хөрөө	1
			Chainsaw	1
		6.45	Гүехэн уснаас ус дагуулан сорох буюу ачих зориулалтын төхөөрөмж /гидроэлеватор Г-600/	1
			Hydroelevator device for fire fighting	1
		6.46	Галын нөмрөг 160x200 см 1.3 кг (аврах)	2
			Fire blanket 160x200 cm 1.3 kg	2
		6.47	Өндөр даралтын дамартай хоолой 25 мм	1
			Fast attack hose reel 25 mm	1
		6.48	Өндөр даралтын хушуу 25 мм	2
			High pressure nozzle 25 mm	2
		6.49	Хий илрүүлэгч	1
			Gas detector	1
		6.50	Усан хөшиг татагч	2
			Water curtain generator	2
		6.51	Утаа хөөгч сэнс	1
			Smoke exhaust fan	1
		6.52	Хоолойн хамгаалагч булан	4
			Fire hose sadle rack	4
		6.53	Замын хаалт (анхааруулах тэмдэг)	6
			Warning tape stand	5

		6.54	Цахилгаан үүсгүүр 2.2 кВт (зөөврийн)	1
			Electric power generator (portable 220 V)	1
		6.55	Зөөврийн мотопомп	1
			Portable fire pump	1
7	Хүн нэг бүрийн хамгаалах хэрэгсэл (Евро стандартын) Fire fighter's clothes (Euro standard)	7.1	Дуулга (гэрэлтүүлэх хэрэгсэлтэй)	6
			Fire helmet with torch	6
		7.2	Галын юүдэн (fire hood)	6
			Fire hood	6
		7.3	Хүрэм	6
			Fire jacket	6
		7.4	Өмд	6
			Fire trousers	6
		7.5	Гутал	6
			Fire boots	6
		7.6	Аврах бүс, карабин, аврах сүх	6
			Rescue belt with carabiner and axe	6
		7.7	Амьсгалын бие даасан төхөөрөмж (DREAGER PSS 7000), Нүүрний хамгаалах баг нь холбооны нэмэлт хэрэгсэлтэй байх.(чихэвч, микрофон, гарнитур)	6
			Self contained breathing apparatus with communication device (DREAGER PSS 7000 series)	6
8	8.1 Баталгаат хугацаа Warranty	8.1.1	Усан хөөрөг	1 жил
			Pump	1 year
		8.1.2	Их биеийн үл зэврэлт	1 жил
			Anti corrosion warranty for structure	1 year
		8.1.3	Ус болон хөөс үүсгэгчийн сав	1 жил
			Water and foam tank	1 year
		8.1.4	Явах эд анги	1 жил
			Chassis	1 year
		8.1.5	Цахилгаан систем	1 жил
			Electric system	1 year

	8.2 Бусад Miscellaneous	8.2.1	Улсын дугаар	
			Vehicle number	
		8.2.2	Шаардлагатай тоноглолыг Монгол орны нөхцөлд тохируулан хийж гүйцэтгэх	Явцтай танилцах үед хяналт тавих
			Adapt the required equipment to Mongolian conditions	Monitor during the manufacturing
		8.2.3	Үйлдвэрлэлийн явцтай үзэж танилцах	1 удаа (3-5 албан хаагч)
			To get acquainted with manufacturing process	3-5 personnel one time
		8.2.4	Ашиглах гарын авлага, аюулгүй ажиллагааны заавар (монгол хэлээр)	Хэвлэмэл гарын авлага Manual in Mongolian
			User's safety guideline (manual) (Mongolian)	
		8.2.5	Техникийн үзүүлэлт (монгол хэлээр)	
			Technical specification (Mongolian)	
		8.2.6	Улаанбаатар хүртэл тээвэрлэж нийлүүлэх	Хүлээлгэн өгөх
			Transportation to Ulaanbaatar	Handover
		8.2.7	Автомашины аюулгүй ажиллагааны болон гэмтлийг илрүүлэх, засвар үйлчилгээний жолооч, гал сөнөөгч техникийн ажилтан нарт зориулсан төрөлжсөн сургалтыг зохион байгуулах	2 өдрийн танхимийн, дадлагын сургалт
			Vehicle's safety operation, detect error training for fire fighters, fire truck's driver and mechanics.	Lecture and practice training for 2 days.

Тайлбар: Салаа бэлчирийн оролт гаралт, хөөрөгний ус цацах цорго, хоолойн тотго, шилжүүлэн, гар хушууны тотго, гидроэлеватор, усны савны ачих, буулгах тотгоноос бусад багаж хэрэгсэл, тоног төхөөрөмж, хамгаалах хэрэгсэл, эд анги, бүрдэл хэсгүүд евро стандартын дагуу байна.

Fire fighting equipment, technique and apparatus in accordance with the Euro standard.

2. УДИРДЛАГЫН АВТОМАШИНЫ ТЕХНИКИЙН ТОДОРХОЙЛОЛТ

2. Operational vehicle's technical specification.

№	Эд анги, бүрдэл хэсэг, багаж, хэрэгслийн нэр			Техникийн үзүүлэлт
	Name of parts, equipments, accessories			Parameter
1	1.1 Явах эд анги Chassis		Тээврийн хэрэгслийн төрөл, ангилал	4x4, туулах чадвар сайтай, гал түймэр унтраах удирдлагын зориулалттай
		1.1.1	Vehicle class/type	cross country wheel drive 4x4, for operational and leading purposes.
		1.1.2	Дизель хөдөлгүүр	279 HP - Хөдөлгүүр – MAN хүчин чадал. 100 км/цаг (Евро 3)
			Engine (diesel)	279 HP MAN, 100 km/h (euro 3)
		1.1.3	Хурдны хайрцаг	Механик, 6 араа
			Gearbox	6 gear manual
		1.1.4	Тэнхлэгийн тоо	2
			Axle	2
		1.1.5	Арал анги (шасси)	MAN
			Chassis	MAN
		1.1.6	Урдаа хүч нэмэгдүүлэх мосттой	
			Possibility of switching off the front wheel drive	
	1.2 Хөдөлгүүр Engine	1.2.1	Шатахууны төрөл	Дизель
			Fuel type	Diesel
		1.2.2	Цилиндрийн тоо	6
			Cylinder number	6
		1.2.3	Шатахууны савны багтаамж	250 литр хүртэл
			Fuel tank volume	up to 125 litres
	1.3 Дугуй Tire	1.3.1	Урд, хойд тэнхлэг дан дугуйтай	365/85R20 M+S (нөөц 1 дугуйтай)
			Front and rear axle single tire	365/85R20 M+S (resource tire 1)
		1.3.2	Урд болон хойд тэнхлэгүүд нумтай.	

			Front and rear axle has leaf springs	
	1.4 Жолооны хүрд Steering wheel	1.4.1	Зүүн гар талдаа байрласан	
			Steering left hand drive	
	1.5 Тоормос Brakes	1.5.1	Явалтын (ABS) системтэй	
			Service brake - Dual-circuit pneumatic brakes	
		1.5.2	Зогсолтын (гар кардан)	
			Parking brake - Spring loaded and air controlled without linkages, acting on the rear wheels	
		1.5.3	Хөдөлгүүрийн (моторын эргэлтийг сааруулах)	
			Engine brake - Low noise exhaust brake	
	1.6 Цахилгаан систем Electric system	1.6.1	12 Вольт-ийн 2 аккумулятортой (дахин цэнэглэх боломжтой)	Аккумулятор тус бүр 80 А
			24 V with two 12 V batteries (rechargeble)	Battery 80A
		1.6.2	220 Вт-ын цахилгаанаар хангагдсан	
			Vehicle provided 220 V	
2	2.1 Овор Dimensions	2.1.1	Урт мм	8600-8800
			Length mm	8600-8800
		2.1.2	Өргөн мм	2500-2550
			Width mm	2500-2550
		2.1.3	Өндөр мм	3500-3700
			Height mm	3500-3700
		2.1.4	Тэнхлэг хоорондын зай мм	3620
			Between axles mm	3620
		2.1.5	Урд налуугийн (сэгийлт) өнцөг, градус	37
			Front slope degrees	37
		2.1.6	Хойд налуугийн (гаралт) өнцөг, градус	30
			Back slope degrees	30
		2.1.7	Гадаргуугаас тэнхлэг хүртэлх зай см	35
			Between land and axle centimeter	35
	2.2 Салхины шил Windshield	2.2.1	Аюулгүйн шилтэй	
			Safety glass	
	2.3 Хянах	2.3.1	Хурд хэмжигч	

	самбар Dashboard		Speedometer	
		2.3.2	Тос даралт хэмжигч эсвэл мэдээллэх гэрэлтэй	
			Oil pressure gauge or warning lamp	
		2.3.3	Түлшний савны хэмжигч	
			Diesel tank gauge	
		2.3.4	Хөргөлтийн температур хэмжигч	
			Coolant temperature gauge	
		2.3.5	Агаарын шахуургын хэмжигч	
			Air pressure gauge	
		2.3.6	Гэрлэн дохионы мэдээлэгч	
			Control light direction indicators	
		2.3.7	Тоормосны системийн анхааруулах гэрэл	
			Warning light braking system	
3	3.1 Автомашины тоноглол Extra fitting	3.1.1	Любодка 5 тн (автомат)	1
			Electric winch in a composite case, force 5 T (automat)	1
		3.1.2	Урд, хойд талд татах, чирэх гар	2
			Trailer hitch (front, rear)	2
		3.1.3	Дугуйн цеф	4
			Anti sliding equipment for tire	4
		3.1.4	Цамхагт гэрэлтүүлэг LED (360 градус эргэдэг, камертай)	1
			Remote steered electro-pneumatical lighting flagpole with digital generator LED light tower (rotation 360 degrees, camera included)	1
		3.1.5	Ажлын бүхээг рүү орох эвхэгддэг шат	1
			Folding ladder for enter the work cabin	1
		3.1.6	Ажлын бүхээг нь дулааны улиралд ажиллах нэмэлт сүүдрэвч (Ус, чийг нэвтрүүлэхгүй)	1
			Extra sunshade for warm season (water resistant)	1
	3.2 Тусгай дуут болон гэрлэн дохио Special warning lights and siren	3.2.1	MNS 4979:2016 Монгол Улсын стандартын дагуу	
			In accordance with the MNS 4979:2016 standard of in Mongolia.	

	3.3 Гэрэлтүүлэг Lighting device	3.3.1	Цамхагт гэрэл LED (зөөврийн)	70 вт галоген,180 мм диаметр линзтэй.
			Light tower LED (portable)	halogen 70 V, lens diameter 180 mm
		3.3.2	Гар чийдэн LED	5
			Torch LED	5
		3.3.3	Прожуктор LED (бүхээг, ажлын бүхээгний болон хаалганы дээр)	3
			Extra LED lamps on the roof	3
	3.4 Автомашины өнгө, тэмдэглэгээ Cover color	3.4.1	Өнгө RAL 3000, MNS 6412:2013 Стандартын 7 дугаар заалтын дагуу тэмдэглэгээтэй.	
			RAL 3000, It is marked in accordance with MNS 4979: 2016 in Mongolia	
4	4.1 Бүхээг Cabin	4.1.1	2 хаалгатай, халаалт, хөргөлтийн системтэй	
			Cabin has air condition and heating system. 2 doors.	
	4.2 Жолоочийн бүхээгийн тоноглол Driver's cabin equipment	4.2.1	Хяналтын камер, GPS, урд суудлууд ослын дэртэй, (урд талын доод хэсэг, 2 хажуу талыг харах нэмэлт тольтой), салхины ба хаалганы шил гэрэл бууруулагчтай, салхины шил арчигч 2 байх, багийн удирдагч болон жолоочид зориулсан уншлагын нэмэлт гэрэл, урд цонхонд бичиг баримт тогтоогч, суудлын бүрээстэй (хялбар цэвэрлэгдэх материалаар хийгдсэн), холын болон манангийн нэмэлт гэрэл, өдөр, шөнийн цагаар ажиллах гэрэл, чанга яригч, радио CD/MP4, холбооны хэрэгсэл (суурин радио станц)	
			Control camera, GPS, front seats with air bags, rear seats can be folded to make space, additional mirrors, tinted front window glass, tinted door glass, extra reading lamp for the driver and team leader, documents locker above the front window, seats cover made easy to clean fabrics, far and fog's extra lamps, day and nighttime's running lamps, radio, public address, CD/MP4, communication system (mobile radiophones).	
	4.3 Холбоо, харилцааны тоноглол, чанга	4.3.1	Сансрын холбооны Iridium утас (сим карт, 1 жилийн үйлчилгээний эрх)	1
			Iridium (sim card and Right of service 1 year)	1

	яригч Communication device and load speaker	4.3.2	Богино долгионы станц (кодан)	1
			Radio communication codan (earphones)	1
		4.3.3	Зөөврийн компьютер	1
			Laptop	1
		4.3.4	GPS дэлгэц	1
			GPS monitor	1
		4.3.5	GSM утасгүй интернэт (модем)	1
			GSM wireless internet modem	1
		4.3.6	Дэлгэц / монитор, телевизор, проектор /	1
			Monitor (television, projector, flat)	1
		4.3.7	А3, А4 хэмжээтэй өнгөт принтер, скайнер, хувилагч, факсын аппараттай	1
			Printer, scanner, copier, fax (paper size A3, A4)	1
		4.3.8	Видео хурлын төхөөрөмж	1
			Video meeting device	1
		4.3.9	Хэт богино долгионы станц Icom 5020 (чихэвчтэй), нөөц цэнэг хураагуур	5
			Ultra microwave radiophone Icom5020 (earphones), resource battery 1	5
		4.3.10	Радио станц автомашины ICOM	2
			Radiophone Icom5020 for vehicle	2
		4.3.11	Чанга яригч	1
			Load speaker (portable)	1
	Ажлын бүхээгийн тоноглол Work cabin's eqiupment	4.4.1	Ажлын бүхээг халаах, хөргөх төхөөрөмж	1
			Air condition and heating system.	1
		4.4.2	Агаар сэлгэх цонх	2
			Window	2
		4.4.3	Дулаалгатай, дуу тусгаарлагчтай	
			Thermal storage, sound insulation	
		4.4.4	Хаалга	1
			Door	1
		4.4.5	Авралтын жижиг хаалга	1
			Emergency exit	1
		4.4.6	Хурлын ажлын ширээ 5 хүний	1

			Work desk (5 persons)	1
		4.4.7	Гэрэлтүүлэх хэрэгсэл (суурин болон хөдөлгөөнт)	2
			Lighting device (moveless, portable)	2
		4.4.8	Суурин утас	1
			Camp telephone	1
		4.4.9	Амрах ор (эвхэгддэг)	2 хүний
			A foldaway bed	2 persons
		4.4.10	Электрон цаг (том, жижиг)	2
			Electric clock (big, small)	2
		4.4.11	Олон төрлийн салаалагч (цахилгааны)	2
			Electric lengthening device (divider)	2
		4.4.12	Кофе, цайны хэрэгсэл, жижиг ширээ (120см х 70см)	1
			Small desk for coffee (120 cm x 70 cm)	1
		4.4.13	Аяны сандал, ширээний иж бүрдэл (5 хүний)	1
			Traveler's desk and chairs (5 persons)	1
		4.4.14	Халуун, хүйтэн усны баллон (50 л)	1
			Water balloon 50 litres (hot and cold)	1
		4.4.15	Зөөврийн хийн тулга, бүрдлийн хамт	1
			Portable gas stove	1
		4.4.16	Аяны гал тогооны хэрэгсэл	5 хүний иж бүрдэл
			Traveler's kitchen (5 persons)	1
		4.4.17	Угаалтуур	1
			Washstand	1
		4.4.18	Удирдлагын өрөө: 3 хүний	
			Command room: 3 persons	
		4.4.19	Хурлын өрөө: 5 хүний	
			Conference room: 5 persons	
		4.4.20	Хэрэглээний усны сав	300 л
			Water tank for kitchen	300 litres
	4.5 Дагалдах хэрэгсэл Extra	4.5.1	Цахилгаан үүсгүүр (дизель 220 Вт)	1
			Electric power generator (portable 220 V)	1

	equipment	4.5.2	Цахилгааны уртасгагч 20 м	2
			Electric lengthening device 20 m	2
		4.5.3	Аюултай бүсийн тууз	1000 м
			Road guard	1000 m
		4.5.4	Тээврийн хэрэгслийн эмийн сан	1
			First aid bag	1
		4.5.5	Гал унтраагуур ABC	2
			Fire extinguisher ABC	2
		4.5.6	Автомашины засварын багажны иж бүрдэл	1
			Universal tool box	1
		4.5.7	Машин чирэгч татлага (уян)	1
			Hawser	1
		4.5.8	Ослын зогсолтын тэмдэг	10
			Warning tape	10
		4.5.9	Дугуйн ивүүр	2
			Wheel chocks	2
		4.5.10	Зөөврийн гэрэлтүүлэг (гар чийдэн) LED	5
			Torch LED	5
5	5.1 Баталгаат хугацаа Warranty	5.1.1	Их биеийн үл зэврэлт	1 жил
			Anti corrosion warranty for structure	1 year
		5.1.2	Явах эд анги	1 жил
			Chassis	1 year
		5.1.3	Цахилгаан систем	1 жил
			Electric system	1 year
		5.1.4	Холбоо, харилцааны тоноглол	1 жил
			Communication devices	1 year
	5.2 Бусад Miscellaneous	5.2.1	Улсын дугаар	
			Vehicle number	
		5.2.2	Шаардлагатай тоноглолыг Монгол орны нөхцөлд тохируулан хийж гүйцэтгэх	Явцтай танилцах үед хяналт тавих
			Adapt the required equipment to Mongolian conditions	Take control when vehicle's manufacturing
		5.2.3	Үйлдвэрлэлийн явцтай үзэж танилцах	1 удаа (3-5 албан хаагч)

			To get acquainted with the manufacturing process	3-5 personnel one time
		5.2.4	Ашиглах гарын авлага, аюулгүй ажиллагааны заавар (монгол хэлээр)	Хэвлэмэл гарын авлага Manual in Mongolian
			User's safety guideline (manual) (Mongolian)	
		5.2.5	Техникийн үзүүлэлт (монгол хэлээр)	
			Technical specification (Mongolian)	
		5.2.6	Улаанбаатар хүртэл тээвэрлэж нийлүүлэх	Хүлээлгэн өгөх
			Transportation to Ulaanbaatar	Handover

Тайлбар: Тоноглол, эд хогшлууд нь аюулгүй ажиллагааг хангасан хөдөлгөөнгүй бэхлэгдсэн, багаж хэрэгсэл нь хялбар авч ашиглах боломжтой бэхэлгээтэй байна.

Cabin equipments has to be fastened in accordanco with the safety regulations. Also it has to have an easy access.

3. ШУУРХАЙ АЛБАНЫ АВТОМАШИНЫ ТЕХНИКИЙН ТОДОРХОЙЛОЛТ

3. Emergency (express) service vehicle's technical specification.

№	Эд анги, бүрдэл хэсэг, багаж, хэрэгслийн нэр			Техникийн үзүүлэлт
	Name of parts, equipments, accessories			Parameter
1	Хөдөлгүүр (явах эд анги) Chassis (engine)	1.1	Загвар (марк)	Mercedes Benz
			Model	Mercedes Benz
		1.2	Ангилал	G Class G300 CDI
			Generation	G Class G300 CDI
		1.3	Тээврийн хэрэгслийн төрөл, зориулалт	Бага оврын 4х4, туулах чадвар сайтай, шуурхай албаны
			Vehicle class/type	Small size, cross country wheel drive 4x4, express service.
		1.4	Дизель хөдөлгүүр	184 HP - Хөдөлгүүр –3800 rpm. 160 км/цаг (Евро 3)
			Diesel engine	184 HP/3800rpm, 160km/h (euro 3)

		1.5	Хурд авалт 100 км/ц	12.3 сек
			Acceleration 0-100 km/h	12.3 sec
		1.6	Хөдөлгүүрийн байрлал	Урд, хөндлөн
			Position of engine	Front, longitudinal
		1.7	Хөдөлгүүрийн багтаамж	2987 см3
			Engine displacement	2987 cm3
		1.8	Турбин	Турбо/Хөргүүртэй
			Turbine	Turbo/Intercooler
		1.9	Цилиндрийн байрлал	V
			Position of cylinders	V engine
		1.10	Цилиндрийн тоо	6
			Number of cylinders	6
		1.11	Урдаа хүч нэмэгдүүлэх мосттой	
			Possibility of switching off the front wheel drive	
		1.12	Диффиренциал цоожлогчтой	
			Diffirential locker	
2	Овор Dimensions	2.1	Урт мм	4662
			Length mm	4662
		2.2	Өргөн мм	1760
			Width mm	1760
		2.3	Өндөр мм	1951
			Height	1951
		2.4	Тэнхлэг хоорондын зай мм	2850
			Distance axles	2850
		2.5	Ачааны хамгийн бага зай хэмжээ	1280 литр
			Minimum volume of luggage mm	1280 litres
		2.6	Ачааны хамгийн их зай хэмжээ	2250 литр
			Maximum volume of luggage mm	2250 litres
3	Түлш Fuel	3.1	Түлшний зарцуулалт 100 км-т	14.6 литрээс ихгүй
			Fuel consumption	14.6 l/100 km
		3.2	Түлшний савны хэмжээ	96 литр
			Fuel tank volume	96 litres
		3.3	Түлшний төрөл	Дизель
			Fuel type	Diesel

4	Дугуй Tire	4.1	Хамгийн бага эргэлтийн тойрог (эргэлтийн диаметр)	13.6 м
			Minimum turning circle (turning diameter)	13.6 m
		4.2	Дугуйн хэмжээ	225/75R16 M+S (нөөц 1 дугуйтай)
			Tire size	225/75R16 M+S (resource tire 1)
	Бүхээг Cabin	4.3	Бүхээг дотроо хөргөлт, халаалтын системтэй	
			Cabin has air condition and heating system.	
		4.4	Чанга яригч	
			Public address	
5	Тэмдэглэгээ Mark	5.1	Тусгай дуут болон гэрлэн дохио	MNS 4979:2016 Монгол Улсын стандартын дагуу
			Special warning lights and siren	In accordance MNS 4979:2016 in Mongolia.
		5.2	Автомашины өнгө, тэмдэглэгээ	Өнгө RAL 3000, MNS 6412:2013 Стандартын 7 дугаар заалтын дагуу тэмдэглэгээтэй.
			Cover color, mark	RAL 3000, It is marked in accordance with MNS 4979: 2016 in Mongolia
6	Тоноглол Extra	6.1	Гэрэлтүүлэг (360 градус эргэдэг)	Бүхээгийн дээд урд хэсэгт LED гэрэлтүүлэгтэй (прожуктор)
			Lighting device (rotation 360 degrees)	Position front of roof (LED projector lamp)
		6.2	Ачаа	Бүхээг 350 кг-ийн даацтай ачааны суурьтай
			Roof luggage rack	
		6.3	Шат	Хойд хэсэгт бүхээг рүү гарах жижиг шаттай байна.
			Ladder	Small ladder
		6.4	Любодка 3500 кг (автомат)	1
			electric winch in a composite case	1
		6.5	Түлшний нэмэлт сав 25 литр	1
			Fuel and greases canister 25 litres	1
		6.6	Дугуйн цеф (халтирахаас хамгаалах нэмэлт хэрэгсэл)	4
			Anti sliding equipment for tire	4
7	Холбооны	7.1	Богино долгионы станц (кодан, чихэвчтэй)	1

	хэрэгсэл, байрлал тогтоогч Communication device and GPS		Radio communication codan (earphones)	
		7.2	Хэт богино долгионы станц Icom 5020 (чихэвчтэй), нөөц цэнэг хураагуур	1
			Ultra microwave radiophone Icom5020 (earphones), resource battery 1	
		7.3	Сансрын холбооны Iridium утас (сим карт, 1 жилийн үйлчилгээний эрхтэй)	1
			Iridium (sim card and Right of service 1 year)	
		7.4	Автомашины байрлал тогтоогч GPS	1
			Vehicle's GPS	
		7.5	Хүн нэг бүрийн GPS (жижиг)	1
			GPS for traveler	
		7.6	Байрлал тогтоогч, холбооны хэрэгслүүдийг автомашинд цэнэглэх боломжтой	
			GPS and communication devices possible to charge in vehicle	
8	Гар багаж, хэрэгсэл Extra equipment	8.1	Хүрз	1
			Spade	1
		8.2	Сүх (том)	1
			Axe	1
		8.3	Домакрат	1
			Tire repair elevator (small)	1
		8.4	Засварын багажны иж бүрдэл	1
			Universal tool box	1
		8.5	Аврах ажиллагааны хутга	2
			Combat knife	2
9	Хувийн хэрэгсэл Personal equipment	9.1	Угсардаг зөөврийн ширээ	1
			Portable desk	1
		9.2	Угсардаг зөөврийн сандал	2
			Portable chair	2
		9.3	Аяны майхан (4-5 хүний)	1
			Tent 4-5 people	1
		9.4	Аяны хөнжил	5
			Travel quilt	5

		9.5	Дуулга (гэрэлтүүлэх хэрэгсэлтэй)	5
			Helmet with torch	5
		9.6	Галын юүдэн (fire hood)	5
			Fire hood	5
		9.7	Хүрэм	5
			Fire jacket	5
		9.8	Өмд	5
			Fire trousers	5
		9.9	Гутал	5
			Fire boots	5
		9.10	Аврах бүс, карабин, аврах сүх	5
			Rescue belt with carabiner and axe	5
10	Баталгаат хугацаа Warranty	10.1	Явах эд анги	1 жил
			Chassis	1 year
		10.2	Цахилгаан систем	1 жил
			Electric system	1 year
		10.3	Холбооны тоноглол	1 жил
			Communication device	1 year
	Бусад Miscellaneous	10.4	Улсын дугаар	
			Vehicle number	
		10.5	Шаардлагатай тоноглолыг Монгол орны нөхцөлд тохируулан хийж гүйцэтгэх	Явцтай танилцах үед хяналт тавих
			Adapt the required equipment to Mongolian conditions	Take control when vehicle's manufacturing
		10.6	Үйлдвэрлэлийн явцтай үзэж танилцах	1 удаа (3-5 албан хаагч)
			To get acquainted with the manufacturing process	3-5 personnel one time
		10.7	Ашиглах гарын авлага, аюулгүй ажиллагааны заавар (монгол хэлээр)	Хэвлэмэл гарын авлага Manual in Mongolian
			User's safety guideline (manual) (Mongolian)	
		10.8	Техникийн үзүүлэлт (монгол хэлээр)	
			Technical specification (Mongolian)	
		10.9	Улаанбаатар хүртэл тээвэрлэж нийлүүлэх	Хүлээлгэн өгөх
			Transportation to Ulaanbaatar	Handover

ГАЛ ТҮЙМЭРТЭЙ ТЭМЦЭХ ТЕХНИК, ТОНОГ ТӨХӨӨРӨМЖИЙГ ШИНЭЧЛЭХ ТӨСЛӨӨР НИЙЛҮҮЛЭГДЭХ АВТОМАШИНУУДЫН ЖИШЭЭ ЗУРАГ

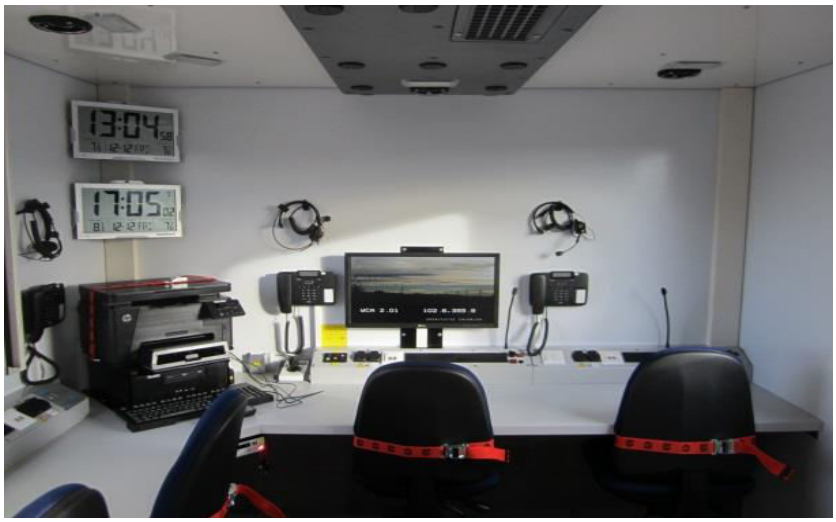
EXAMPLE PICTURES OF FIRE FIGHTING VEHICLES

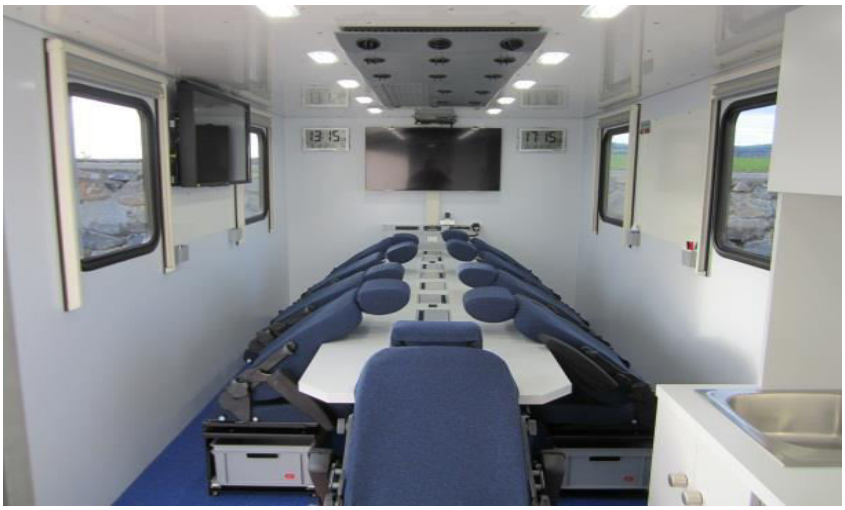
Нэг. Гал түймэр унтраах дунд оврын автомашин. One. Medium size fire fighting vehicle.

MAN автоцистерн урд, хойд болон хажуу талаасаа харагдах байдал.

APPEARANCE INSIDE AND OUTSIDE

Хоёр. Удирдлагын зориулалттай автомашин. Two. Mobile command vehicle.





MAN удирдлагын автомашины урд болон дотор талаасаа харагдах байдал.

APPEARANCE INSIDE AND OUTSIDE

Гурав. Шуурхай албаны автомашин. Three. Emergency (express) service vehicle.

Mercedes Benz шуурхай албаны автомашины урд болон дотор талаасаа харагдах байдал.

APPEARANCE INSIDE AND OUTSIDE

Part 3 – Conditions of Contract and Contract Forms

Section 7. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC contain standard provisions that have been designed to remain unchanged and **to be used without modifying their text**. The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such specification be introduced **through the SCC**. The GCC are a Contract document and, therefore, are a part of the Contract.

Section 7. General Conditions of Contract

Table of Clauses

1. Definitions
2. Use of Contract Documents and Information
3. Corrupt Practices
4. Change of Order
5. Contract Amendments
6. Subcontracting
7. Country of Origin of Goods
8. Inspections and Tests
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10. Delivery of Goods, and Documentation
11. Copyright and Intellectual Property Rights
12. Performance Security
13. Insurance
14. Warranty
15. Payment
16. Prices
17. Extensions in the Supplier's performance
18. Liquidated Damages
19. Termination for Default
20. Termination for Insolvency
21. Termination for Convenience
22. Settlement of Disputes
23. Force Majeure
24. Assignment
25. Language
26. Taxes and Duties
27. Governing Law
28. Joint Venture, Consortium or Association
29. Limitation of Liability

1. Definitions

1.1. The following words and expressions shall have the meanings hereby assigned to them:

(a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. "Contract Documents" means the document listed in the Contract Agreement, including any amendments thereto.

(b) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(c) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(d) "Related Services" means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(e) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC**.

(f) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(g) "The Site," means the place named in the **SCC**.

(h) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

(i) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(j) "Day" means calendar day.

(k)"The GKB" is the Gospodarstva Krajovego Bank.

(l) "Eligible Countries" means the countries and territories eligible as listed in Section V.

2. Use of Contract Documents and Information

2.1. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, drawings, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

2.2. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information specified in Clause 2.1 above, except for purposes of performing the Contract.

2.3. Any document, other than the Contract itself, specified in Clause 2.1 above, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser, on completion of the Supplier's performance under the Contract, if so required by the Purchaser.

2.4. The obligations set forth in GCC Sub-Clauses 2.1 and 2.2 above, however, shall not apply to information that:

a) the Purchaser or Supplier need to share with GKB;
b) now or hereafter enters the public domain through no fault of that party;
c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

3. Corrupt Practices

3.1. GKB's Anticorruption Policy requires borrowers (including beneficiaries of GKB-financed activity), as well as bidders, suppliers, and contractors under GKB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GKB:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a

party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of an other party;

(v) "integrity violation" means any act, as defined under GKB's Integrity Principles and Guidelines, which violates GKB's Anticorruption Policy including corrupt, fraudulent, coercive, or collusive practice, abuse, and obstructive practice.

(vi) "obstructive practice" means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an GKB investigation; (b) making false statements to investigators in order to materially impede an GKB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an OAI investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (e) materially impeding GKB's contractual rights of audit or access to information.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of GKB -financing engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to GKB to remedy the situation; and

(d) will sanction a firm or an individual, at any time, in accordance with GKB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in GKB -financed or administered or supported activities or to benefit from an GKB -financed or administered or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other prohibited violations.

3.2 GKB will have the right to require that a provision be included in bidding documents and in contracts financed by GKB, requiring bidders, suppliers and contractors to permit GKB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by GKB.

4. Change Orders

4.1. The Purchaser has a right at any time, by a written notice to the Supplier, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs or Technical specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing; or

(c) the place of delivery.

4.2. Upon notification by the Purchaser of such change, the Supplier shall submit to the Purchaser an estimate of costs for the proposed change (hereinafter referred to as "the Change") within ten (10) days of receipt of notice of the Change, and shall include an estimate of the impact (if any) of the Change on the delivery dates under the Contract, as well as a detailed schedule for the execution of the Change, if applicable.

4.3. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's Change Order.

4.4. The Supplier shall not perform Changes in accordance with Clause 4.1 above until the Purchaser has authorized a Change Order in writing on the basis of the estimate provided by the Supplier as described in Clause 4.2.

4.5. Changes mutually agreed upon as a Change shall constitute a part of this Contract, and the provisions and conditions of the Contract shall apply to said Change.

5. Contract amendments

5.1. Subject to Clause 4, no variation in or modification of the conditions and terms of the Contract shall be made except by written amendment signed by the parties.

6. Subcontracting

6.1. The Supplier shall not subcontract all or any part of the Contract without first obtaining the Purchaser's approval in writing of the subcontracting and the subcontractor.

6.2. The Supplier guarantees that any and all subcontractors of the Supplier for performance of the Contract will comply fully with the terms of the Contract applicable to such part of the work under the Contract.

7. Country of

7.1. The Supplier and its subcontractors shall have the nationality of

Origin

an eligible country. A Supplier and subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions and the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the GKB shall have their origin in eligible countries. For the purpose of this clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured or processed; or through manufacture, processing, or assembly, another commercially recognized result that differs substantially in its basic characteristics from its imported components.

8. Inspection and Tests

8.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Technical specifications. The Special Conditions of Contract and/or the Technical specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these - purposes.

8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and at the Goods' final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all-reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the - Purchaser.

8.3. Should any inspected or tested Goods fail to conform to the Technical specifications, the Purchaser may reject them, and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet the requirements of the Technical specifications, free of cost to the Purchaser.

8.4. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Mongolia shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods' shipment from the country of origin.

8.5. Nothing in this Clause shall in any way release the Supplier from any Warranty or other obligations under the Contract.

9. Packing

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme

temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the Special Conditions of Contract and in any subsequent instructions ordered by the Purchaser.

10. Delivery of Goods, and Documentation

10.1. The Supplier shall make delivery of the Goods in accordance with the terms specified in the Technical Specifications. The Goods supplied shall conform to the standards mentioned in the Technical specifications, and when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution. The details of shipping and/or other documents to be furnished by the Supplier are specified in the Special Conditions of Contract.

10.2. For purposes of the Contract, "CIP", "EXW", "FOB", "FCA", "CIF", and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the International Chamber of Commerce, Paris, in the current edition of its publication commonly referred to as INCOTERMS.

11. Copyright and Intellectual Property Rights

11.1. The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, industrial design rights or intellectual property rights arising from use of the Goods or any part thereof. The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

12. Performance Security

12.1. Within 21 days of receipt of the notification of Contract award, the Supplier shall furnish to the Purchaser the Performance Security in the amount specified in the Special Conditions of Contract.

12.2. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its work under the Contract. The Supplier shall cause the validity period of the Performance Security to be extended for such period(s) as the contract

performance may be extended pursuant to Clause 17.2.

12.3. The Performance Security shall be denominated in a currency of the Contract, and shall be in the form of a bank guarantee.

12.4. The Performance Security will be discharged by the Purchaser not later than 30 days following the date of completion of the Supplier's work under the Contract including warranty obligations, unless otherwise specified in the SCC.

13. Insurance

13.1. Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

14. Warranty

14.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials. The Supplier further warrants to the Purchaser that all materials, equipment and supplies furnished by the Supplier or its subcontractors for the purpose of the Goods will be new, merchantable of the most suitable grade, and fit for their intended purposes.

14.2. This Warranty shall remain valid for 12 months after the Goods have been delivered and commissioned or for 18 months after the date of shipment from the port of loading in the country of origin, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.

14.3. The Purchaser shall promptly notify the Supplier in writing of any claim arising under this Warranty.

14.4. Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, with no cost to the Purchaser.

14.5. Without prejudice to Clause 14.2 above, the Supplier shall promptly correct, at no cost to the Purchaser, any defect in any work of correction performed pursuant to Clause 14.4 above, upon receipt of written notice of defect within 12 months from acceptance of the corrected defect.

14.6. If the Supplier, having been notified, fails to remedy the defect(s) in accordance with the Contract, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's expense. The Supplier's Warranty pursuant to this Clause is without prejudice to any other rights or remedies, which the Purchaser may have against the Supplier under the

Contract.

15. Payment

15.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Special Conditions of Contract.

15.2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

15.3. The payments shall be made promptly by the Purchaser, but in no case later than 30 days after submission of an invoice by Supplier, unless otherwise specified in the Special Conditions of Contract.

15.4. The currency or currencies in which payment is made to the Supplier under this Contract will be made in the currency or currencies specified in the Special Conditions of Contract.

16. Prices

16.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 4, or if applicable, adjustments - authorized in accordance with the price adjustment provisions specified in the Special Conditions of Contract.

17. Extensions of Time

17.1. The Supplier shall make delivery of the Goods in accordance with the Schedule of Requirements, pursuant to the Technical specifications.

17.2. The Supplier may claim extension of the time limits as set forth in the Schedule of Requirements in case of:

(a) changes in the Goods ordered by the Purchaser pursuant to GCC Clause 4;

(b) delay of any materials, drawings or services which are to be provided by the Purchaser (services provided by the Purchaser shall be interpreted to include all approvals by the Purchaser under the Contract);

(c) Force Majeure pursuant to GCC Clause 23; and

(d) delay in performance of work caused by orders issued by the Purchaser.

The Supplier shall demonstrate to the Purchaser's satisfaction that it has used its best endeavors to avoid or overcome such causes for delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes for delay.

17.3. Notwithstanding Clause 17.2 above, the Supplier shall not be entitled to an extension of time for completion unless the Supplier, at the time of such circumstances arising, immediately has notified the Purchaser in writing of any delay that it may claim as caused by circumstances pursuant to Clause 17.2 above.

18. Liquidated Damages

18.1. Except as provided under GCC Clause 23, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Special Conditions of Contract of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the Special Conditions of Contract. Once the maximum is reached, the Purchaser may consider termination pursuant to GCC Clause 19, Termination for Default.

19. Termination for Default

19.1. The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the time period specified in the Contract, or any extension thereof granted by the Purchaser, pursuant to GCC Clause 17;

(b) if the Supplier fails to perform any other obligation(s) under the Contract;

(c) if the Supplier, in either of the above circumstances pursuant to Clause 19.1.(a) or 19.1.(b), does not cure its failure within a period of 10 days (or such longer period as the Purchaser may authorize in writing) after receipt of a notice of default from the Purchaser specifying the nature of the default(s);

(d) if it is determined by court or competent authorities that the Supplier, has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract, The Purchaser reserves the right to reject the award of contract or to terminate the Contract, if it was

concluded.

19.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 19.1 above, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

20. Termination for Insolvency

20.1. The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right which has accrued or will accrue thereafter to the Purchaser.

21. Termination for Convenience

21.1. The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience.[3] The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

21.2. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract prices and on the Contract terms. For the remaining Goods, the Purchaser may elect:

(a) to have any portion thereof completed and delivered at the Contract prices and on the other Contract terms; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier for the purpose of the Contract, together with a reasonable allowance for overhead and profit.

22. Resolution of Disputes

22.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any - disagreement or dispute arising between them under or in connection with the Contract.

22.2. If a negotiation of a disagreement or dispute arising between a Purchaser and Supplier is not resolved efficiently within 30 days, parties have the right to go to Courts, unless otherwise provided in the SCC.

[3]The Purchaser shall terminate only due to absolute necessity with approval from relevant higher authority and GKB.

23. Force majeure

23.1. In the event that the Supplier or any of its subcontractors or the Purchaser is delayed in performing any of their respective obligations under the Contract, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in GCC Clause 17, and the period of such delay may be added to the time of performance of the obligation delayed.

23.2. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. Assignment

24.1. The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

25. Language

25.1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

25.2. The Supplier shall bear all costs of translations to language, specified in Clause 25.1, and all risks of the accuracy of such translation.

26. Taxes and Duties

26.1. The Supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside of Mongolia.

27. Governing Law

27.1. The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.

28. Joint Venture, Consortium or Association

28.1. Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

29. Limitation of Liability

29.1. Except in cases of gross negligence or will ful misconduct:

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

Section 8. Special Conditions of Contract

Notes for Preparation of the Special Conditions of Contract

Definitions of the Purchaser and Goods are provided in the General Conditions of Contract (GCC). While preparing the Special Conditions of Contract (SCC) please check the following:

1. If any provisions of the GCC refer to the SCC, the relevant terms and conditions must be reflected in the SCC.

2. If there is a requirement to modify or provide in detail the provisions of the GCC, then those provisions shall be specified in the SCC, not in the GCC.

3. In the event, if the provisions of the GCC contradict with the provisions of the SCC, the provisions of the SCC shall take precedence.

4. Instructions on how to prepare the SCC shall be written in rectangular brackets [ ]. Some examples and terms/conditions are provided with the purpose of giving an idea only and the Purchaser shall draft the conditions of the respective contract taking into consideration the specifics of this Contract.

Section 8. Special Conditions of Contract

GCC 1.1.(e) GCC 1.1(g)	The Purchaser is: *National Emergency Management Agency of Mongolia* The Site is: *[insert name and detailed information on the location of the Site]*
GCC 8.1	Tests and Inspections specified in Section VI, Schedule of Supply, shall be carried out at the following manner: *[Depending on the type of Goods to be procured, there may be a need to provide for special inspections and/or tests to be carried out. This clause shall provide what kind of person shall be responsible for what kind of inspections and test in which time period.]*
GCC 9.2	Packing, marking and documentation within and outside the packages shall be: *[Insert in detail the conditions and requirements to be followed for the packing of Goods during its transportation and storage. The requirements for the packing shall be determined taking account of exposure to climate conditions, salt, weight of the Goods, facilities to be used in loading /unloading, on-board or off-board storage during ship transit in case of sea transport. Provision must further expressly provide details for marking, addressing and documentation to be required within and outside the packing cases.]*
GCC 10.1	Details of documents to be furnished by the Supplier shall be: <u>A. For Goods from outside Mongolia (CIP)</u>: Upon shipment, the Supplier shall notify the Purchaser and Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents[4] to the Purchaser, with a copy to the Insurance Company: 1) A copy of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; 2) Original and ……*[insert number]* copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and ……*[insert number]* copies of non-negotiable bill of lading; 3) Copies of the packing list identifying contents of each package; 4) Insurance certificate; 5) Manufacturer's or Supplier's warranty certificate; 6) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and 7) Certificate of origin. The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. <u>B. For Goods from within the Mongolia (EXW)</u>: 1) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

[4]Name of other relevant documents shall be listed out depending on which INCOTERMS rules are selected.

	2) Delivery note, railway receipt, or truck receipt; 3) Manufacturer's or Supplier's warranty certificate; 4) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and 5) Certificate of origin. The above documents shall be received by the Purchaser at least one week before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses."
GCC 12.1	The amount of the Performance Security shall be ……*[specify a figure between 5 and 10 percent]*percent of the total Contract Price.
GCC 12.4	Discharge of the Performance Security shall take place: [Alternative 1. Insert: "in accordance with GCC Clause 12.4."] [Alternative 2. Insert: "Pursuant to GCC Clause 12.4, after delivery and acceptance of the Goods, the performance security shall be reduced to ……*(usually percentage figure of the performance security is reduced by 50 percent, for example, if the amount of the performance security is 10 percent, this amount is reduced to 5 percent)*percent of the Contract Price to cover the Supplier's obligations in accordance with GCC Clause 14.2."]
GCC 13.1	The insurance coverage shall be in accordance with: *[Insurance terms shall be determined depending on transportation and delivery of Goods and the applicable Incoterms. Type, currency, amount of the insurance, and party responsible for the payment of insurance shall be specified herein.]* [For example, insert: "Pursuant to GCC Clause 13.1, the Supplier must insure the Goods in an amount equal to 110 percent of the CIP or EXW price of the Goods from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes."]
GCC 14.2	The period of validity of the warranty shall be: *[insert the period of validity of the warranty]*
GCC 15.1	Payment of the Contract Price shall be made in the following manner: For Goods supplied from outside Mongolia, the Purchaser will pay to the Supplier as follows: **1.** Advance Payment: 10 percent of the Contract Price shall be paid within 30 days of signing of the Contract, and based on request for payment and an advance payment security presented by the Supplier. This security shall be valid until the Goods are delivered, and shall be in the amount equal to the amount of the advance payment and in the form of an unconditional bank guarantee as provided in Section 9, Contract Forms. **2.** On Shipment: 70 percent of the Contract Price of the Goods shall be paid once the Goods set forth in the Clause 10 of General Conditions of Contract have been shipped according to the Delivery schedule. **3.** On Acceptance:20 percent of the Contract Price of Goods received shall be paid within 30 days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

	For Goods supplied from within Mongolia, the Purchaser will pay to the Supplier as follows: **1.**Advance Payment: 10 percent of the Contract Price shall be paid within 30 days of signing of the Contract, and upon submission of claim and an unconditional bank guarantee issued by a Bank (or) which is acceptable to the Purchaser for the equivalent amount valid until the Goods are delivered and in the form provided in the Bidding Documents or another form acceptable to the Purchaser. **2.**Performance payment: 70 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in the GCC Clause 10. **3.**On Acceptance:20 percent of the Contract Price of Goods received shall be paid within 30 days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.
GCC 15.4	The currencies for payment shall be: *[insert currencies]*
GCC 16.1	[If price adjustment is permitted by ITB 15.10, then insert following provision:] "Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula: $\mathbf{P_1 = P_0\{a + b\,(L_1/L_0) + c\,(M_1/M_0)\} - P_0}$ The terms in the formula have the following meanings: $\mathbf{P_1}$- Price adjustment payable to the Supplier; $\mathbf{P_0}$- Contract Price (base price); **a**- fixed portion representing profit and overhead included in the Contract Price. (Generally in the range of 5 to 15 percent); **b**- estimated percentage of labor component in the Contract Price; **c**- estimated percentage of material component in the Contract Price; $\mathbf{L_0, L_1}$- labor indices applicable to the appropriate industry in the country of origin of the Goods on the base date and on the date for adjustment, respectively; $\mathbf{M_0, M_1}$- material indices for the major raw material on the base date and on the date for adjustment, respectively, in the country of origin of the Goods. The coefficients a, b, and c shall be specified by the Purchaser in the Bidding Document. The sum of the three coefficients should be one (1) in every application of the formula. The Bidder shall indicate in its Bid, the source of the indices and the base dates for such indices. Base date = bid announcement date. Date of adjustment = *[insert number]*weeks prior to date of shipment (representing the mid-point of the period of manufacture).

	The above price adjustment formula shall be invoked by either party subject to the following further conditions: 1. Price adjustment will be applied only if the resulting increase or decrease is more than *[insert number]* percent of the Contract Price. 2. No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Related Services subject to adjustment. 3. If the currency in which the Contract Price (P_0) is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above. No price adjustment shall be payable on the portion of the ContractPrice paid to the Supplier as advance payment."
GCC 18.1	Applicable rate of liquidated damages for delay shall be: *[insert rate, i.e. 0.5 percent of the Contract Price per week or part thereof.]* The maximum amount of liquidated damages shall be**:** *[insert maximum amount of liquidated damages, i.e. 10 percent of the Contract Price.]*
GCC 22.2	[More specific provision shall be inserted in regard to court litigation in the SCC in accordance with GCC Clause 22. If the Supplier is not a Mongolian legal entity, then international arbitration will be allowed for jurisdiction of dispute. For example, "The arbitrator appointed under the Rules of Conciliation and Arbitration of International Chamber of Commerce shall settle the dispute in accordance with this Rule". It shall specify the arbitration, country in which the arbitration proceedings will take place and also provide that any decision from the arbitration shall be final and binding upon the parties. The Purchaser may select United Nations Commission on Trade Law (UNCITRAL) Arbitration Rules (1976 or 1980), Arbitration and Conciliation Rules of International Centre for Settlement of Investment Disputes (ICSID), Additional Facility Rules of the ICSID or other similar rules.]
GCC 25.1	Language: Mongolian
GCC 27.1	Country of the governing law shall be: Mongolia
GCC 28.1	The individuals or firms in a joint venture, consortium or association *[insert "shall" or "shall not"]* be jointly and severally liable. If the individuals or firms in a joint venture, consortium or association shall not be jointly and severally liable, *insert: "Instead, the following specific liabilities and responsibilities shall apply to each individual or firm: (specify in detail)."]*
GCC 29.1	The amount of aggregate liability shall be: *[insert amount of aggregate liability i.e. 100 percent of the Contract Price]*

Section 9. Contract Forms

CONTENTS

1. Contract Form
2. Performance Security (A Bank Guarantee)
3. Advance Payment Security (A Bank Guarantee)

CONTRACT FORM

APPROVED BY:

PURCHASER	SUPPLIER
……	……
(Stamp)	(Stamp)
……	……
(Signature)	(Signature)
……	……
(Complete Name & Title)	(Complete Name & Title)

Contract Name:

Contract Number:

Ulaanbaatar City

THIS CONTRACT is made on the *[insert number]* day of *[insert month]*, *[insert year]*, between *NATIONAL EMERGENCY MANAGEMENT AGENCY* (hereinafter called the "Purchaser"), of the one part, and *[insert complete name of Supplier]* (hereinafter called "the Supplier"), of the other part, by agreeing the following.

1. This Contract is aimed to regulate the relations between the Purchaser and the Supplier and set out their obligations and responsibilities regarding supply of the Goods in accordance with Agreement between the Government of Mongolia and the Government of the Republic of Poland on extending a tied aid credit signed on 9th of May 2017 for the implementation of "Upgrading fire-fighting equipment and technologies" project.

2. Bidding will be regulated by relevant laws and procurement regulations of Mongolia.

3. The Purchaser hereby has accepted a Bid by the Supplier for the supply of Medium size fire fighting truck 13 units, Administrative purpose vehicle 1 unit, Emergency operative vehicle 1 unit, in total 3 types of 15 units of vehicles (hereinafter called the "Goods") in the sum of Euro ……..(…….) (hereinafter called the "Contract Price"). The Contract Price shall be equal to the total amount of the actual disbursement.

4. The Supplier shall deliver the Goods to National emergency management agency of Mongolia no later than … after the contract signing.

5. The following documents shall be deemed to form and as part of this Contract (hereinafter called the "Contract Documents"):

Notification to the Supplier of Award of Contract;
Bid Submission Sheet and Price Schedules;
Special Conditions of Contract;
General Conditions of Contract;
Schedule of Supply;
Payment Schedule;
Other necessary documents;

6. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Contract, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

8. Any notice under this Contract shall be in email writing.

For and on behalf of the Purchaser:	**For and on behalf of the Supplier:**
Chief of National Emergency Management Agency Of Mongolia Major General T.Badral	[Complete Name & Title]
[Signature]	[Signature]
[Stamp]	[Stamp]
Ulaanbaatar, Sukhbaatar district, Partisan street-6	[Complete]
Phone: +976-11-265974/facsimiling: +976-11-322307	[Phone & Fax]

PERFORMANCE SECURITY
(A BANK GUARANTEE)

[Insert complete name and number of Contract]

To: *[insert complete name of Purchaser]*

WHEREAS *[insert complete name of Supplier]*(hereinafter called the "Supplier"), has undertaken, pursuant to Contract No. *[insert number]*to supply *[insert brief description of the Goods and Related Services]*(hereinafter called the "Contract");

AND WHEREAS it has been stipulated by you in the Contract, the Supplier shall furnish you with a Bank Guarantee by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract;

AND WHEREAS the undersigned *[insert complete name of Guarantor]*(hereinafter called the "Guarantor") have agreed to give the Supplier a Guarantee;

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of MNT*[insert amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limit of MNT*[insert amount of guarantee in words and figures]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Any amendments and modifications of conditions of the Contract between the Purchaser and the Supplier, or Goods to be supplied, or Bidding Documents shall not alter the Guarantor's obligations, and these amendments and modifications shall not be submitted to the Guarantor.

This guarantee is valid until a *[insert date]* from the date of issue of the Certificate of Acceptance.

Signature of Authorized Person of the Guarantor:

Name and title of Authorized Person:

Seal of the Guarantor:

Date:

Address:

ADVANCE PAYMENT SECURITY
(A BANK GUARANTEE)

[Insert complete name and number of Contract]

To: *[insert complete name of Purchaser]*

In accordance with the payment provision included in the Special Conditions of Contract, which supplements Clause 12 of the General Conditions of Contract to provide for advance payment, *[insert complete name of Supplier]*(hereinafter called "the Supplier") shall deposit with the Purchaser an advance payment security to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of MNT*[insert amount of guarantee in figures and words]*.

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

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect under the Contract until the advance payment is repaid within date *[insert date]* in accordance with the terms and conditions of the Contract.

Signature of Authorized Person of the Guarantor:

Name and title of Authorized Person:

Seal of the Guarantor:

Date:

Address: