GENERAL AUTHORITY FOR VETERINARY SERVICES

APPROVED.
GENERAL DIRECTOR GENERAL AUTHORITY
FOR VETERINARY SERVICES A. NARANTUYA

14 April 2025

BID DOCUMENTATION FOR THE TENDER
OF THE PROJECT AND ASSOCIATED ACTIVITIES
FOR THE PROCUREMENT OF PESTE DES PETITS RUMINANTS' VACCINE

Name of the tendering:	PURCHASE OF PESTE DES PETITS RUMINANTS' VACCINE
Identification No. of the tendering:	XXAAXYЯ/20250402034

Ulaanbaatar

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PART I. INSTRUCTIONS TO TENDERERS (ITT)

A. GENERAL PROVISIONS

I. Scope of the tender

I. I. The Client defined in the Bid Data Sheet is organising this tender with a view to procuring the goods defined in Part III and associated services ***(Goods)*** in accordance with the Act on the Procurement of Goods, Work and Services Using State- and Municipally Owned Assets and Funds ***(the Act)***. The name and identification number of the tender should be stated in the Bid Data Sheet.

1.2. If it is a multiple-bundle tendering process, the Bid Data Sheet must reflect and specify to that effect.

1.3. If the goods in their entirety or a particular bundle thereof can be purchased from a domestic manufacturer under Subsection 8.1 of the Act, the Bid Data Sheet must specify to that effect. If so specified, goods originating only in Mongolia will be supplied under the tender or for a bundle thereof.

1.4. Where the tendering is being organised on a preliminary basis as stipulated in Subsection 32.5 of the Act, the Bid Data Sheet as well as the call for the tender must specify that.

2. Source of funding and budgeted costs

2.1. The sources of aggregate funding for the tender as well as funding for each bundle thereof and the approved budget costs must be stated in the Bid Data Sheet.

3. Laws applicable to the procurement process

3.1. The laws referred to in Subsection 2.1 of the Act on the Procurement of Goods, Work and Services Using State- and Municipally Owned Assets and Funds apply to this procurement process.

4. Electronic procurement system

4.1. The tendering process will be conducted through the electronic procurement system accessible at www.tender.gov.mn (the "Electronic System") in compliance with the "Procedures for Organising Procurement via the Electronic System and Ensuring Continuity and Safety Thereof" as approved by the Minister of Finance.

5. Free from bribery and conflict of interest

5.1. The relevant official or law enforcement agency must be notified forthwith, in accordance with the law, regarding any action or omission committed by any of the persons including employees or officials specified in Subsection 52.1 of the Act, the Client or any bidder, against the Anti-Corruption Act, the Act on Managing Public and Personal Interests in the Public Service and Preventing Conflicts of Interest, the Competition Act, the Criminal Code and the Contraventions Act.

5.2. Those subject to the prohibitions and restrictions referred to in Sections 20,20[1] and 21 of the Act on Managing Public and Personal Interests in the Public Service and Preventing Conflicts of Interest are not eligible to submit a bid for this tender.

6. Bidders

6.1. Bidders may submit a bid in conformity with the provisions of Section 6 of the Act.

6.2. No circumstance specified in Subsection 7.1 of the Act must have occurred in relation to the bidder, i.e. the general conditions stipulated in the Act must have been satisfied.

6.3. Entities from any embargoed country, which is against any international treaty that Mongolia acceded to are ineligible for the tender.

6.4. Any trader or business entity expressing interest in bidding for the tender must have paid the service charge prescribed in Subsection 22.10 of the Act.

6.5. The service charge referred to in Clause 6.4 above shall not be refunded on any grounds.

7. Consortium agreements and subcontracts

7.1. Any consortium agreement or subcontract submitting for the tender must meet the requirements set out in Section 6 of the Act.

7.2. If a subcontract violates the provisions of Subsection 5.1 of the Act, the Client will not take into consideration that subcontract and other documents pertinent to the subcontractor, when reviewing the bid.

7.3. The consortium members and subcontractors must confirm their consent to participate as part of the consortium or as a subcontractor.

7.4. The provisions of Clause 7.3 above do not apply to foreign entities' participation as a consortium member or as a subcontractor.

7.5. A consortium member or a subcontractor will remain ineligible if they are still in a list of those restricted from bidding in tenders.

8. Country of origin of the goods to be supplied

8.1. Goods to be supplied under the contract can be sourced from any country, unless otherwise specified in Clause 1.3 of the ITT.

B. CONTENTS OF THE BID DOCUMENTATION

9. Bid documentation

9. I. The bid documentation consists of the following parts and amendments made thereto:

Part I. instructions to Tenderers
Part II. Bid Data Sheet
Part Ill. Specifications and requirements
Part IV. Bid evaluation criteria
Part V. Standard forms for the tender
Part VI. Contract terms.

9.2. When entering into a contract with the supplier based on the result of the tendering, the Client will apply the contract terms set out in Part VT of the bid documentation.

9.3. Bidders will prepare their bid upon studying the requirements and criteria set out in the ITT and the Bid Data Sheet, the contract terms, standard forms for the tender and the specifications as well as the laws, regulations and instructions cited therein or referred thereto and also the modifications and amendments, if any.

10. Obtaining clarification on the bid documentation

10.1. If a bidder requires clarification regarding any matter specified in the bid documentation and wishes to make a request to the Client as provided for in Section 19 of the Act, such request can be sent at the address stated in the Bid Data Sheet.

10.2. A bidder making a request referred to in Clause 10.1 of the ITT must annex a proof of identity as a bidder eligible under Clause 6.4 of the ITT.

I 0.3. If the Client deems it necessary to make amendments to the bid documentation, as a result of such clarification, it will be amended according to the provisions of Subsection 20.6 of the Act.

11. Pre-bid meeting

I 1.1. If the Client is to hold a pre-bid meeting or show the site, as provided for in Subsection 19.4 of the Act, that must be specified in the Bid Data Sheet. The Client will allow the bidders and/or their representatives referred to in Clause 6.6 of the ITT to attend such meetings.

11.2. Where any trader or business entity does not attend the meeting specified in Clause 11.1 above shall not constitute grounds for restricting their eligibility to bid for the tender.

C. TENDER PREPARATION

12. Bid documentation and tendering language

12.1. Regardless of whether the call for or invitation to the tender and/or bid documentation are simultaneously published in an English and Mongolian language, the bid documentation, official corporate statements, letters and other documents as well as bids submitted by the bidders must be in the Mongolian language. Where a bid, relevant documents and information contained therein are produced in a foreign language, the bidder should prepare and submit a translation thereof.

12.2. Only if the tender for the purchase of the goods is to be financed through loans or aid from a foreign jurisdiction or an international organisation, the language specified in Clause 12.1 above can be prescribed differently in the Bid Data Sheet, based on the relevant international treaty that Mongolia acceded to.

12.3. Where there is a discrepancy between the versions of the bid documents produced in the bid language and the foreign language, the version prepared in the language prescribed in Clause 12.1 hereof will prevail.

12.4. The Client shall take into account the translation of the documents in a language other than that specified in Clause 12.1 of the ITT when reviewing and evaluating the bid. The bidder will be responsible to the Client for the accuracy and consistency of the translation, regardless of whether the translation was undertaken by the bidder itself or by others.

13. Set of tender documents

13.1. The bid documentation consists of a technical proposal and a quotation prepared for the goods to be supplied in accordance with Subsection 21.1 of the Act.

13.2. A bid to be prepared and submitted by the bidder must

13.2.1. Bid submission forms prepared as specified in Article 14 below;

13.2.2. If the bid is certified by someone other than the person authorised to represent the bidder without a power of attorney, a power of attorney granted in conformity with the applicable laws *(as for a foreign entity, a document of proof of the person authorised to represent the bidder without a power of attorney);*

13.2.3. Alternative bid prepared as allowed in Article 15 below, if agreed by the Client;

13.2.4. Evidence establishing that the bidder meets the general conditions set out in Article I 6 of the ITT;

13.2.5. Evidence establishing that the goods being offered meet the requirements prescribed in Article 17 of the ITT;

13.2.6. Supply schedule of the goods;

13.2.7. Evidence establishing that the bidder's capability and experience meet the criteria and requirements prescribed in Articles 18, 19 & 20 of the ITT;

13.2.8. A price schedule of the goods stated in Article 21 of the ITT;

13.2.9. Pertinent explanation in a case referred to in Clause 21.9 of the ITT;

13.2.1 0.As for a consortium, the consortium agreement stipulated in Subsection 6.3 of the Act.

13.3. The bidder is obliged to verify the validity and authenticity of all the documents and information contained in its bid and is responsible to the Client for the accuracy thereof.

13.4. The bid will be submitted upon the bidder providing a bid bond and paying the service charge, in accordance with the provisions of Subsections 22.7 and 22.10 of the Act.

14. Standard forms for the tender

14.1. Bidders must submit their bid by completing the bid forms generated on the electronic system, as provided for in Subsection 21.1.3 of the Act.

15. Alternative bid

15.1. Bidders may submit alternative bids for the tender which confonn to the provisions of Subsection 11.10 of the Act only if doing so is specifically allowed by the Bid Data Sheet.

16. Documents required for verifying compliance with the general requirements

16.1. Bidders shall submit a declaration of compliance, using Form I referred to in Subsection 7.2 of the Act.

16.2. As for a Mongolian legal entity, a Statement of Reference issued by the Enforcement Authority as to whether there are ongoing proceedings for the enforcement of a court judgment against or involving the bidder.

16.3. As for a foreign entity, the following documents issued by the regulatory bodies from the jurisdiction of its incorporation or domicile, or documents equivalent thereto:

16.3.1. as for a legal entity, its Certificate of incorporation as well as a document identifying the person authorized to represent it without a power of attorney;

16.3.2. as for a foreign citizen or a stateless person, his or her passport or a substitution document;

16.3.3. evidence proving that there are no overdue tax debts under the law of the jurisdiction as at the day after the tender was called for.

16.4. The Client will not require bidders to provide documents other than those specified in Clauses 14.2 and 14.3 above for the purpose of verifying their compliance with the general conditions. As for other requirements, they will be verified based on the statements submitted by the bidder and the information prescribed in Subsection 15.2 of the Act.

17. Documents to demonstrate compliance of the goods being offered with the requirements according to the bid documentation

17.1. Information regarding the origin of the goods offered for supply should be filled in the relevant sections of Form 2 provided in Part V.

17.2. Unless the law requires proof of the origin of the goods, the bidders will not be requested to provide documents for the tender which prove the origin of imported goods.

17.3. Proof of compliance of the goods offered by the bidder with the specifications referred to in Part III should be submitted for the tender, as specified in the Bid Data Sheet.

17.4. If specified in the Bid Data Sheet, the bidder shall deliver models and samples relevant to the goods being offered to the Client before the tender opening deadline, and enable the bidder to be present during the inspection and testing in accordance with the Bid Data Sheet.

17.5. Evidence can be in the form of an article published, photograph, or information posted on the manufacturer's official website. In order to demonstrate compliance of the goods offered with the specifications, a proof from which it can be seen that their technical parameters as well as actual performance parameters match those stated in the specifications, and also additional notes if any parameter of the goods offered differs or is omitted against those set out in the specifications.

17.6. A list of spare parts, special tools and other items needed, as referred to in the Bid Data Sheet, which will be needed in order to use the goods on an ongoing basis under the appropriate mode throughout the period prescribed in the Bid Data Sheet after the delivery thereof must be provided along with relevant details as to the country or place of origin where the goods are available and also their price.

17.7. The quality, materials, equipment models, units of measurement, standards, trademarks and catalogue numbers, etc. referred to in the specifications set out the basic threshold requirements for the goods, but are not limited thereto.

a. As for a foreign person, a document to the effect that the bidder itself or a branch or representative office thereof which has been or will be set up in Mongolia or any of its other representatives will carry out the contractual obligations to provide post-supply maintenance services in Mongolia as stated in the specifications;

b. Documents and information as to how the bidder who offered to supply goods of non-Mongolian origin will provide post-supply maintenance services as stated in the specifications;

c. As stipulated in Subsection 8.4 of the Act, as for goods to which a margin of domestic preference is granted, a document proving the Mongolian origin must be submitted for the tender, upon which the margin of domestic preference will be exercised in accordance with the Guidelines for Margin of Preference approved by the Finance Minister. If the price schedule of the goods does not indicate the Mongolian origin or no proof of origin is indicated, the margin of domestic preference will not be exercised.

d. Documents proving the Mongolian origin of the goods offered for supply as specified in Clause 1.3 of the ITT must be submitted for the tender. Failure to provide corroborating documents will result in the goods being taken as failing to meet the requirements.

e. If a person who has been restricted from bidding in tenders offers to supply the goods, it will be considered ineligible.

18. Requirements as to capability and experience

18.1. The Client shall prescribe in the Bid Data Sheet the minimum criteria and requirements as to financial and technical capability as well as experience which must be satisfied, in compliance with the provisions of Section 15 of the Act.

18.2. If the bidders must furnish their licences, permits and/or certificates required for supplying the goods and providing associated services, that must be specified in the Bid Data Sheet. Where the Client requires a permit or certificate for the provision of the goods or ancillary services, each member of the consortium must meet such requirement. If several permits and/or certificates are required, the consortium members must collectively and fully meet the requirement.

18.3. Consortiums must collectively and fully meet the minimum criteria and requirements set out in Clause 18.1 above, regardless of the number of their members. If Clause 18.1 specifies the criteria for the amount of sales revenue and the contract sum of similar agreements, a consortium member authorised to represent the consortium must make up 40 per cent or more of the criteria, with the other members each making up 25 per cent or more.

18.4. Subcontractors shall submit documents for the tender, proving their compliance with the parts of the criteria and requirements specified in this article that are relevant to them.

19. Evidence establishing the bidder's financial capability

19.1. If the Client would require the bidders to provide evidence establishing their financial capability, the necessary ones will be chosen from those stated in Subsections 16.2 and 16.4 of the Act and specified in the Bid Data Sheet. The period to be covered by the financial statements which will serve as a basis for reviewing the bidder's financial capability shall be specified in the Bid Data Sheet.

19.2. Any statements from banks or financial institutions will not be taken into account when verifying the financial capability of a bidder, unless such statements are issued by the bidder's correspondent bank in relation to its account information and balance in such account. The Client shall not require the bidder to provide a statement from its correspondent bank regarding any matters other than those listed here.

19.3. A statement of reference as to whether a legal entity in Mongolia has any overdue debt under a loan as at the day after the tender was called for should be obtained from an entity specified in Subsection 4.1.5 of the Consumer Credit Act via the electronic system and submitted for the tender. The bidders will not be required to provide a statement of reference from a bank or financial institution on the same matter.

20. Evidence establishing the bidder's technical capability and experience

20.1. If the Client would require the bidders to provide evidence establishing their technical capability and experience, the necessary ones will be chosen from those stated in Subsections 17.2.2, 17.2.3, 17.2.4 and 17.2.5 of the Act and specified in the Bid Data Sheet.

21. Tender price and discounts

21.1. The price and discounts proposed by the bidder must meet the requirements set out in this article.

21.2. The price schedule of the goods should list the unit price as well as the total price for each item included in each bundle.

21.3. if the bidder is to offer a discount, it should be indicated in the bid form referred to in Article 14 of the ITT.

21.6. When applying the International Trade Terms *(Incoterms)* issued by the International Chamber of Commerce to the tender for the supply of goods, the Delivery Duty Paid *IDDPI* term under the latest version of the Incoterms will apply to the delivery to the destination prescribed in the goods delivery schedule, if not specified in the Bid Data Sheet.

21.7. The costs prescribed in Subsection 27.13 of the Act will be taken as included in the bid price, irrespective of whether or not they are specifically stated in the price schedule.

21.8. If the aggregate total of the price breakdown of the goods referred to in Clause 21.2 above, although having no arithmetic errors, differs from the price stated in the bid form, the aggregate total shall be taken as the tender price.

21.9. In cases stipulated in Subsection 21.5 of the Act, if the tender price is below 80 per cent of the budgeted cost, the bidder must provide a reasonable explanation to the effect that such price will have no adverse impact on the scope, quality and performance of the goods, work and services.

22.Bid currency

22.1. Unless otherwise provided for in international treaties that Mongolia acceded to or in any of the Acts of Mongolian Parliament, the bid price must be expressed in the legal tender of Mongolia, as stipulated in Subsections 4.1 and 4.2 of the Act on Executing Transactions and Settlements in the National Currency.

23.Term of validity of the bid

23.1. As prescribed in Subsection 21.1.1 of the Act, the bidder shall state in the bid form as to how many days their bid will be valid for, after the bid opening, which must be no less than thirty (30) business days.

23.2. In the event of extending the term of validity of the tender, the bidder as well as the bond issuer shall be responsible for the renewal of the effective term of the bid bond for the same duration in accordance with the conditions of the bid bond.

23.3. Where the tender is organised under preliminary procurement procedures as provided for in Subsection 32.5 of the Act, the term of validity of the bid submitted by a bidder for the tender organised under preliminary procurement procedures must be stated to remain effective until entering into a contract after the source of funding for the goods to be purchased is approved.

24. Bid bond

24.1. The Client will specify in the Bid Data Sheet that bidders should provide a bid bond for a sum equal to 0.5 per cent of the budgeted cost in the event as stipulated in Subsection 14.1 of the Act, which conforms to the Procedures for Providing Bid Bonds for Procurement, and the retention thereof.

24.2. If the tender involves multiple bundles, the bidder will provide a bid bond for each bundle as specified in Clause 24.1 above.

24.3. In the case of a consortium, a consortium member it will submit a bid bond.

D. SUBMISSION AND OPENING OF BIDS

25. Bid confirmation and submission

25.1. The tender must be confirmed as stipulated in Subsection 22.1 of the Act and also a bid bond sent as specified in Article 24 of the ITT where it is required.

25.2. Where a person who confirmed the tender as specified in Clause 25.1 above is authorised to represent the bidder without a power of attorney, there is no need to submit a power of attorney.

25.3. If the person authorised to represent the bidder without a power of attorney confirms the bid using a digital signature, the form provided in Part V will be deemed to have been confirmed with a stamp or seal as specified in Clause 25.1 hereof. In such case, the bidder will not be required to grant a power of attorney in connection with confirming the form, nor to confirm it by affixing the legal entity's stamp or seal.

25.4. If the bidder sends information pertinent to a private individual's sensitive information referred to in Subsection 22.5 of the Act, without disclosing it, the statement prescribed in Subsection 22.6.3 must be provided without keeping it confidential using Form 6 included in Part V hereof.

25.5. The documents and information referred to in Subsection 22.6 of the Act must be sent in a disclosed manner. The content of Clause 25.4 above does not apply to such documents. The Client shall specify in the Bid Data Sheet the documents to be additionally furnished for the tender in a disclosed manner. If such documents pertain to a private individual's sensitive information, the tender must be sent only after obtaining his or her consent.

26. Deadline for the submission of bids

26.1. The deadline for receiving bids will be prescribed in the Bid Data Sheet. The date and time will be calculated in reference to the clock on the server of the electronic system.

26.2. The Client will organise the bid opening through the electronic system at the date and time designated in the Bid Data Sheet. Bidders or their representatives may attend the tender opening.

E. THE CLIENT MAKING A DECISION

27. Obtaining clarification regarding the tender

27.1. If the Client is to obtain clarification regarding the tender, the procedures set out in Section 25 apply.

28. Reviewing bids to ascertain their compliance with the requirements

28.1. Bids will be reviewed for compliance, based on the procedures prescribed in Section 26 of the Act as well as the set of documents specified in Article 14 of the ITT, information sent from the relevant databases, explanations and clarifications received about the bidders and their bids, and models and samples of the goods to be supplied.

29. Evaluation of bids

29.1. The Client will evaluate and compare the bids in accordance with the requirements set out in Section 27 of the Act.

29.2. Unless otherwise specified in the Bid Data Sheet, the key criterion for appraising the bids will be the comparative price.

30. Correction of arithmetical errors

30.1. Arithmetical errors in the tender price will be corrected as specified in the Methodology and Guidelines for Bid Evaluation and Margin of Preference.

30.2. Information regarding the correction of arithmetical errors will be provided to the bidders, as specified in Clause 30.1 above.

31. Granting margin of domestic preference

31.1. The Client will grant a margin of domestic preference for the goods for which the information and documents listed in the Bid Data Sheet, as provided for in Subsection 8.4 of the Act, and calculate the price of the domestic part of the goods by hypothetically reducing it pursuant to the Act as well as other pertinent methods and instructions.

31.2. If no proof was provided as specified in Clause 31.1 above, a margin of domestic preference will not be granted but that will not constitute grounds for rejecting the bid submitted by the bidder for the tender.

31.3. It should be noted that if the contractor who entered into the contract, upon being granted a margin of domestic preference, fails to meet the terms applicable to the margin when carrying out its contractual obligations, such failure shall cause its right to participate in the tender to be restricted.

32. Criteria considered for bid evaluation

32.1. If it is stated in the Bid Data Sheet, the criteria! parameters corresponding to the evaluation referred to in Part IV should be expressed in monetary term, by increasing the comparative price hypothetically.

33. Determining the comparative price for the tender

33.1. The Methodology and Guidelines for Bid Evaluation and Margin of Preference apply to determining the comparative price for the tender.

33.2. If a bid accompanied with an alternative one as allowed by Clause 15.1 of the ITT is evaluated as "the best", the alternative bid will be reviewed and evaluated same as the principal bid.

33.3. As provided for in Clause 33.2 above, the procedures for evaluating the principal bids will apply when reviewing and evaluating alternative bids.

34. Sorting the bids in an order

34.1. When sorting the bids in an order, the Client will apply the provisions of Subsections 27.5 and 27.6 of the Act.

35. Re-verification of bidders' competence

35.1. The Client will re-verify whether the bidder, that has submitted the bid for several bundles and rated as the best, is capable of carrying out the contract set out for those bundles.

35.2. When re-verifying the bidder's capability as specified in Clause 35.1 above, only its financial and technical competence as well as experience as listed in Articles 19 and 20 of the ITT will be ascertained on the basis of the documents and information which were used in reviewing the bids.

35.3. The bidder's capability will be re-verified in accordance with Clause 35.2 above and a contract will be awarded as provided for in Subsection 27.10 of the Act.

F. DELIVERING THE CONTRACT AWARD DECISION AND SIGNING A CONTRACT

36. Delivering the contract award decision

36.1. The Client will make the decision as stipulated in Section 28 of the Act and notify the bidders.

37. Performance guarantee

37.1. If required by the provisions of Subsection 42.1 of the Act, the winning bidder who has been awarded with a contract must provide a performance guarantee in the amount equalling three (3) per cent of the fund to be financed in that particular fiscal year within the period prescribed by the Client.

37.2. The performance guarantee must be issued in conformity with the Procedures for Providing Bid Bonds for Procurement and the Retention Thereof.

38. Confirming the contract by signing it

38.1. The Client will complete the contract template containing the terms set out in Clause 9.2 of the ITT as per the instructions and send it to the winning bidder.

38.2. The winning bidder should confirm the contract received as provided for in Clause 38.1 of the ITT by signing it, and deliver it within the time frame prescribed by the Client.

PART II. BID DATA SHEET *(BDS)*

Relevant clauses of the ITT	A. GENERAL PROVISIONS
Clause 1.1, ITT	Client: Veterinary Medicine Administration
Clause 1.1, ITT	Name of the tendering: "Purchase of Peste des petits ruminants vaccine"
Clause 1.1, ITT	Invitation to Tender No. XXAAXYЯ/20250402034
Clause 1.2, ITT	The tender consists of bundles with the following names and numbering: This is not a multiple-bundle tender.
Clause 1.3, ITT	If there are goods to be purchased from a domestic factory, please detail about it: None.
Clause 1.4, ITT	Whether the tender is organised under preliminary procurement procedures: No.
Clause 2.1, ITT	Source of funding: Veterinary Medicine Administration
Clause 2.1, ITT	Budgeted cost: MNT 1,164,500,030.0 *(one billion one hundred sixty-four million five hundred thousand and thirty togrogs)*
	B. TABLE OF CONTENTS
Clause IO.I, ITT	Address to send a request to the Client for obtaining clarification regarding the bid documentation: Name of the recipient: Veterinary Medicine Administration Address: Implementing Agency of the Government Veterinary Medicine Administration Level I, Block B, Government Building IX Peace Avenue - 16 A Subdistrict I, Bayanzurkh district Phone:+ 976 51 261644 E-mail: tender.gov.mn
Clause 11.1, ITT	Whether a pre-bid meeting is to be organised: No
	C. TENDER PREPARATION
Clause 12.1, ITT	Bid documentation and tendering language: English and Mongolian. The bid documentation, official corporate statements, letters and other documents as well as bids submitted by the bidders must be in the English and Mongolian language. Where a bid, its documents and information contained therein are produced in a foreign language, the bidder should prepare and submit a translation thereof.

Clause 12.3, ITT	Where there is a discrepancy between the versions of the bid documents produced in the bid language as well as the foreign language, the version prepared in the language prescribed in Clause 12.1 above will prevail.
Clause 13.2.1, ITT	In accordance with Article 14 of the ITT, the relevant forms provided in Part V must be completed and submitted.
Clause 15.1, ITT	Submission of alternative bids is: not allowed.
Article 16, ITT	Whether foreign entities are eligible to bid: Eligible
Clause 16.2, ITT	As for a foreign entity, the following documents issued by the regulatory bodies from the jurisdiction of its incorporation or domicile, or documents equivalent thereto: - as for a legal entity, its Certificate of Incorporation and a document identifying the person authorized to represent it without a power of attorney; - evidence proving that there are no overdue tax debts under the law of the jurisdiction as at the day after the tender was called for.
Clause 17.3, ITT	Proof of compliance of the goods *(vaccines)* to be supplied with the specifications provided by the Client. Evidence can be in the form of an article published, photograph, or information posted on the manufacturer's official website. In order to demonstrate compliance of the goods offered with the specifications, a proof from which it can be seen that their technical parameters as well as actual performance parameters match those stated in the specifications, and also additional notes if any parameter of the goods offered differs or is omitted against those set out in the specifications.
Clause 17.4, ITT	Whether models and samples are to be delivered before the tender opening deadline: No
Clause 18.1, ITT	The criteria and requirements applicable to the bidders' technical capability and experience: Criteria and requirements apply.
Clause 18.2, ITT	Licence/ Permit: Required. 1. Peste des petits ruminants vaccine must have international certificates from AU-PANVAC *(I'he African Union Panafrican Veterinary Vaccine Centre)* and CIRAD *(Centre de Cooperation International en Recherche Agronomique pour le Development - the French agricultural research and cooperation organization).* *(AU-PANVAC or Cirad certificates must be annexed to and submitted with the tender).* The bidder must provide information confirming the identity as the actual manufacturer of the Peste des petits ruminants vaccine.
Clause 19.1, ITT	Whether evidence establishing the bidder's financial capability is required: Yes

	The manufacturer must submit information confirming that it has the financial capability to produce and supply the vaccine needed by the Client.
Clause 20.1, ITT	Whether evidence establishing the bidder's technical capability and experience is required: Yes. - Introduction to the factor *(capacity)*. - Information must be provided as regards the production, supply and quality assurance of the goods. - Information must be provided as regards having supplied the vaccine internationally for the last three (3) years.
Clause 21.5, ITT	The price proposed by the bidder, during the contract implementation, will not be adjusted but remain the same.
Clause 21.6, ITT	Whether the International Trade Terms (Incoterms) are applicable: Yes. The goods will be delivered to the destination prescribed in the delivery schedule under the CIP term specified in Incotenns 2023. The goods must be transported and brought to the customs at Chinggis Khan airport in Ulaanbaatar, Mongolia.
Clause 24.1, ITT	Amount of the bid bond: Required. MNT 5,822,500.15 *(five million eight twenty two thousand five hundred tugrugs fifteen mungu)* In the event that the amount of the bid bond is expressed in a foreign currency, the exchange rate will be according to the official exchange rate announced by the Mongol bank as at the day of the call for tenders. For inquiries regarding the electronic procurement system, please contact it@procurement.gov.mn.
D. SUBMISSION AND OPENING OF BIDS	
Clause 26.1, ITT	Deadline for the submission of bids: Date: 14 May 2025 Time: 10:00 AM Ulaanbaatar Time (UTC+8)
Clause 26.2, ITT	The bid opening will take place via the electronic system. The bidders will receive information regarding the opening via the electronic system. Date: 14 May 2025 Time: 10:30AM Bid opening venue: Implementing Agency of the Government Veterinary Medicine Administration #28a, Block B, Government Building IX Peace Avenue - 16 A Subdistrict I, Bayanzurkh district *(electronically)*

E. THE CLIENT MAKING A DECISION	
Clause 29.2, ITT	Whether to set the basic criteria for the bid evaluation differently to the comparative price: No.
Clause 32.1, ITT	Whether to apply additional corresponding criteria to the evaluation: No.

PART III. SPECIFICATIONS AND REQUIREMENTS

TECHNICAL SPECIFICATIONS FOR THE LIVE VACCINES FOR PESTE DES PETITS RUMINANTS

No.	Specifications	Specifications of the Supplier
1.1	Name of the Vaccine:	
1.2	Name and address of the manufacturer:	
1.3	Technology: *(should be cell cultured, live attenuated vaccine, produced with raw materials that meet the applicable international standards in a production facility, using up-to-date equipment and operation systems) Compliance with the requirements outlined in section 3.8.8-C of the "Manual of Diagnostic Tests and Vaccines for Terrestrial Animals, thirteen Edition, 2024 OIE".*	
1.4	Quality assurance *(should provide a quality assurance certificate from the international reference laboratory(ies); attach the copy(ies))*	
1.5	Please provide the International Pharmacopoeia article pertaining to vaccine testing as an attachment.	
1.6	Vaccine type: Attenuated, freeze-dried, live vaccine Vaccine type: Attenuated, freeze-dried, live vaccine	
1.7	Manufacture date: should be manufactured after January 2025	
1.8	Vaccine expiry date: should be valid for 24 months or more from the manufacture date	
1.9	Duration of vaccine-induced immunity: should last for 36 months or more after a single injection in young animals at the age of 2-3 months, as well as to adult animals	
2. Chemical indications:		
2.1	Vaccine virulence: *(attach the test results with interpretation)*	
2.2	Sterility *(should be free from fungi and bacterial contamination or sterile; attach the test results and interpretation)*	
3. Physical indications:		
3.1	Appearance: dry	
3.2	Residual Moisture Test: ≤ 3.5 %	
4. Vaccine functional indications:		
4.1	Immunization scope of the vaccine: The vaccine should be produced using a modified reference strain inducing the immunity against lineage 4 of Pestes des Petits Ruminants PPR virus. */whether it is heat stabilized; if yes, attach the proof document/* Should be certified by AU-PANVAC or CIRAD */attach the lab analysis certificate/* Note: Laboratory findings not specified herein are not applicable.	
4.2	The vaccine TCID50 should be not less than $10^{2.5}$	
4.3	Vaccine strain: Strain Nigeria 75/1. Should be certified by the AU-PANVAC or CIRAD Bids will be rejected if strain affiliation information is missing or incomplete.	
5. Vaccine package, storage and usage:		
5.1	Package: *(one package should contain 100 doses)*	
5.2	Storage condition: *(should follow relevant standards)*	
5.3	Administration and dosage: Attach the vaccination instruction *(an interpretation copy)*	
6. Package:		
6.1	Should be packed in a specific container protected from external affects and sealed properly.	
6.2	Vaccine packaging should incorporate a temperature monitoring device.	

Supply schedule of the goods

[The Client will fill in Columns 1-6 of the table below, and the bidder Column 7}

No.	Name of the Goods	Quantity	Unit of measurement, dose	Final destination for delivering the goods stated in the Bid Data Sheet	Delivery time frame	
					Time frame for the Client receiving the goods *(start and end dates)*	**Time frame proposed by the Client** *(bidders to complete this column)*
1	*2*	*3*	*4*	*5*	*6*	7
1	*[Write the name of the goods}*	*[Write the unit quantity}*	*[Write the unit of measurement}*	*{Name of the place of delivery}*	*[Write the delivery period after signing the contract. For example: 1 October 2023 to 14 October 2024}*	*[Write the proposed delivery time within the period specified in Column 6}*
2	Peste des petits ruminants vaccine	at least 8.5 million doses	Dose	To the customs in Ulaanbaatar, Mongolia CIP	*within 30 days of signing the contract*	

PART V. STANDARD FORMS FOR THE TENDER

Form 1. Bid Submission Form

Form 2. Price schedule of the goods

Form 3. Information regarding contracts executed for the supply of similar goods

Form 4. Information regarding the contracts being implemented or awarded

Form 5. Detailed information regarding similar contracts

Form 6. List of confidential documents and information

PART V. STANDARD FORMS FOR THE TENDER

Form 1. Quotation proposed for the tender

[Date]

For the attention of ***[Client's name]***

Our company ***[bidder's name]*** hereby submits this bid *(Bid)* for tender ***[name and identification number of the tendering]*** called for by your organization to supply goods according to the schedule specified in the tender documentation for MNT ***[the tender price excluding any discounts in numbers and letters],*** confirming the following terms and conditions:

1. We are submitting the bid, having acquainted ourselves with the tender documentation as well as the contract terms and conditions specified therein *(general terms of the contract, specific terms of the contract, and the execution page of the contract)* and fully accepting them.

2. The bidder and any member of the consortium thereof have not found themselves under any circumstance which legally prevents from participation in the procurement process. Furthermore, we confirm the following:

   2.1. No circumstance specified in Subsection 7.1 of the Act on the Procurement of Goods, Work and Services Using State and Municipally Owned Assets and Funds has occurred;

   2.2. Any of the influential shareholders or their ultimate owners, asset owners, partners or sole traders performing these functions is not a person who has held or is currently holding a position referred to in the Act on Managing Public and Personal Interests in the Public Service and Preventing Conflicts of Interest, or a person related to him or her;

   2.3. No profit is allocated to an officer who works at the Client's management, supervisory or administrative office;

   2.4. The person representing the bidder is not subject to the restrictions stipulated in Clause 21.1.3 of the Act on Managing Public and Personal Interests in the Public Service and Preventing Conflicts of Interest.

3. We hereby authorise the Client to obtain evidence and information pertinent to the tender from the relevant parties.

4. A price discount ***[will or will not be offered]*** for the tender. ***[If a discount is to be offered, the conditions for and methodology of applying the discount should be indicated].***

5. Our bid will remain valid for ***[30 or more business days]*** from the date of bid opening as specified in the bidding documentation.[1]

6. We agree that a violation of Subsections 7.1, 22.2 or 56.5 of the Act or a failure to breach the duty to submit accurate translation for the tender will constitute grounds for inclusion in the list of those who are restricted from bidding for tenders.

7. We hereby confirm that the goods proposed for the tender are free of any intellectual property right, title or physical defect.

8. Moreover, we hereby consent to disclose our bid to other bidders in accordance with the applicable procedures and release the Client in full from any obligation to keep the bid confidential.

[name, job position and signature of the person authorised to represent the bidder without a power of attorney, or another person authorised by him or her;

stamp or seal of the company]:

Address:

---

[1] If the tendering is to be organised under the Preliminary Procurement Procedures "*5. In lieu of this, please write that the bid will remain valid indefinitely as specified in the bidding documentation.*"

Form 2. Price schedule

1	2	3	4	5	6	7	8	9	10	11
No.	Name of the Goods	Country of origin[2]	Quantity	Unit of measure ment, dose	Unit price	Total price for each type (4x6)	Cost of domestic shipping and other services required for delivering the goods to the final destination	Taxes and fees to be imposed on the supply of the goods	Total price for each type (7+8+9)	Whether the goods are originated from Mongolia[3]
1										*Yes/ No*
2										
...										
								Total price of the bid		

{name, job position and signature of the person authorised to represent the bidder without a power of attorney, or another person authorised by him or her and the company's stamp or seal]

[2] It should be same as the information regarding the origin of the goods referred to in the documents submitted under Clause 18.6.2 of the ITT.
[3] If the answer is "Yes" as to whet1 1er t1 1e goods are of Mongolian origin, evidence to that effect must be annexed.

Form 3. Information regarding contracts for the supply of similar goods executed

Name of the contract	Client's name, address and phone number	Budgeted cost	Term /Start and end dates/

Form 4. Information regarding the contracts being implemented or awarded

Name of the contract	Client's name, address and phone number	Budgeted cost	Commencement date of the contract	Percentage of pending performance, in monetary terms	End date

Form 5. Detailed information regarding similar contracts

Bidder's name: *[To be completed by each member of the consortium per completed contract].*

I.	Client's name
2.	Name of the contract
3.	Contract No.
4.	Date of signing the contract
5.	Date of the end of the contract
6.	Contract sum
7.	Location or venue where the contract was carried out
	Status of participation in the contract *(choose one as appropriate)* □ Main supplier □ Member of the consortium □ Subcontractor

Form 6. List of confidential documents and information

	Confidential documents and information	Legal basis for falling under the category of sensitive personal data
I.		
2.		
3.		
4.		
5.		

PART VI. TERMS OF THE CONTRACT

Notes

The Client or any member of the evaluation committee appointed by it shall draft and use the terms of this contract when organising the tender and procuring the goods, in accordance with the Act on the Procurement of Goods, Work and Services Using State and Municipally Owned Assets and Funds *(the Act)*.

General Terms of the Contract (GTC) and Specific Terms of the Contract (STC) as well as other documents specified therein serve as the instrument which define the rights, obligations and responsibilities of both parties. This contract contains standard provisions governing the purchase of goods and assocated services from the Client. The GTC will not be modified when drafting the terms of the contract.

The STC are to be used for the purposes of clarifying the relevant provisions of the GTC in accordance with the conditions for purchasing the goods, and making amendments thereto. When preparing the terms of the contract, the following must be heeded:

I. If any of the clauses of the GTC specifies to include a piece of particular information in the STC, such information must be included in the latter. If any of the provisions of the GTC does not apply to the purchase of the goods, it should be specified in the STC to that effect;
2. To include information regarding the winning bidder as well as the bid evaluated as "the best", on the execution page of the contract;
3. To set the contract sum as the price adjusted, discounted and converted to the same and one currency;
4. To annex a detailed description and pictures, etc. of the goods to be supplied and ancillary services to the contract;
5. The GTC, the STC and pertinent annexes must not conflict with one another;
6. The examples and instructions written in parentheses on the execution page of the contract are to be replaced or filled in with words, sentences, quantities or figures that are appropriate to the conditions of the winning bid. Some examples and conditions specified in the STC are included as suggestions only, which are to be finalized by the Client, taking into account the specifics of the particular contract.
7. Please note that bidders must acquaint themselves with the prohibitions and restrictions applicable to the officers carrying out their official duties when entering into a contract as stipulated in the the Act on Managing Public and Personal Interests in the Public Service and Preventing Conflicts of Interest.

GENERAL TERMS OF THE CONTRACT

ONE. TERMS AND DEFINITIONS & INTERPRETATION

Terms and definitions

1.1. The terms, words and expressions used herein have the meaning ascribed below:

1.1.1. "Goods" refers to the property specified by the Supplier in the bid to supply to the Client;

1.1.2. "Associated services" refers to the assembly, installation, training and maintenance associated with supplying the goods as well as other services provided by the Supplier;

1.1.3. "Client" refers to the party named on the execution page of the contract;

1.1.4. "Supplier" refers to the party to whom the contract is awarded and who is named on the execution page of the contract;

1.1.5. "Parties" collectively refers to the Client and the Supplier;

1.1.6. "The Act" refers to the Act on the Procurement of Goods, Work and Services Using National or Municipal Government Owned Assets or Funds;

I. I.7. "Conditions for the supply of goods" refers to the terms applicable to preparation and supply of goods and provision of associated services in conformity with the Client's specification. Conditions for the supply of goods not specifically stated in the bid will be taken as prescribed in the specification. If a negotiated agreement reached as stipulated in Subsections 30.2 and 34.2 of the Act is included in the contract, such an agreement forms part of the Conditions for the supply of goods.

1.1.8. "Delivery point" refers to the place where the goods will be handed over and associated services provided;

1.1.9. "Defect" refers to a discrepancy of the characteristics, quality and quantity of the goods supplied and associated services against those prescribed in the bid submitted by the Supplier;

I.1.10. "Warranty period" refers to the period during which the Supplier will be responsible for any defects found during the ordinary use of the supplied goods for their intended purposes;

1.1.11. "Complaint period" refers to the period during which the Client makes a claim against the Supplier in relation to any defect, if no warranty period set under the contract;

1.1.12. "Client's representative" refers to a person appointed by the Client, who is authorised to liaise with the supner and exercise monitoring over all matters

except for amendments to, termination of or withdrawal from the contract;

1.1.13. "Supplier's representative" refers to a person appointed by the Supplier who is authorised to liaise with the Client over all matters except for amendments to or termination of the contract;

1.1.14. "Exceptional circumstances of an unforeseen or force majeure nature" refers to the arising of any circumstance that is unforeseeable, beyond control of the parties and renders performance of the contractual obligations impossible, such as a natural disaster, a government body or official's action or omission, extremely contagious or quarantinable disease of international spread or pandemic resulting in a public quarantine.

Interpretation of the contract

1.2. The interpretation and application of the contract will be governed by the following procedures:

1.2.1. Words used herein in the singular, where the context so permits, can be deemed to include the plural and vice versa.

1.2.2. The headings given to the articles and clauses are intended to systematise the contract and will not be used to interpret it.

1.2.3. The articles, clauses, sentences and words will be interpreted based on the terms defined or specified herein, and if not defined, it will be interpreted according to the content of the contract. If not feasible to interpret it in that manner, it will be interpreted pursuant to the procedures provided for in the Civil Code.

1.2.4. In the event of any conflict between the general terms and the specific terms, the latter will prevail.

1.2.5. For the duration of the contract implementation, the language of communication will be Mongolian. Where the contract is made in any other language and there is a discrepancy between the versions, the Mongolian text will apply.

TWO. SUPPLIER

Supply of goods

2.1 The Supplier is obliged to supply the goods and provide associated services according to the conditions for the supply specified in the contract, delivery schedule and the time frame prescribed in the Specific Terms of the Contract.

2.2 The Supplier will involve staff, equipment and so on required for providing associated services hereunder, as offered in its bid. Where it becomes necessary for any change to incur in these in the course of performance, a prior written consent should be obtained from the Client.

2.3 In the event of any change as provided for in Clause 2.2 of the General Terms of the Contract, the Client's requirements concerning technical capability and experience must be satisfied.

2.4 Where the Supplier requests documents and other items that are necessary for the supply of the goods, the Client will provide the same within an ordinarily practical period.

Delivery point of the goods

2.5 Delivery point of the goods and the place where associated services will be provided must be stated in the Specific Terms of the Contract.

2.6 The delivery time frame should be stated in the Specific Terms of the Contract based on the supply schedule.

Delivery time frame and extension thereof

2.7 If any of the following circumstances arises, the Supplier may request an extension of the time frame for delivering the goods:

2.7.1 The Client fails to properly carry out its duties specified in Clause 2.4 of the General Terms of the Contract;

2.7.2 Arising of any exceptional circumstances of an unforeseen or force majeure nature, making it impossible to supply the goods within the time frame prescribed in the contract.

2.8 If the Client deems that any of the circumstances specified in Clause 2.7 of the General Terms of the Contract has arisen, an extension of time can be granted at the Supplier's request.

2.9 The Supplier is obliged to prove that the circumstances specified in Clause 2.7.2 of the General Terms of the Contract have arisen.

Handover of the goods

2.10 The Supplier will hand over the goods under the Specific Terms of the Contract, provide associated services in full and execute a written confirmation to that effect.

2.11 The title to the goods will transfer to the Client upon the Supplier handing goods over and providing associated services.

Country of origin of the goods

2.12 The goods to be supplied under the contract must be originated from the country stated in the bid.

2.13 If the Supplier was granted a margin of domestic preference when its bid was selected as the winner, the goods of which price were calculated by hypothetical decrease during the evaluation must be originated from Mongolia.

Containers or packages

2.14 The Supplier shall provide containers and packages, as prescribed in the Specific Terms of the Contract, to prevent problems including damage, deterioration or missing quantity during transportation of the goods to the destination named in Clause 2.5 of the General Terms of the Contract.

2.15 Such containers and packages as well as waste generated therefrom should be chosen in such a way that adverse impact on the environment is minimised. It is prohibited to use legally banned materials for containers and packages.

2.16

requirements set out in the Specific Terms of the Contract and also the instructions given by the Client at the time.

Terms of trade

2.17 If the terms of trade *(Incoterms)* are to apply to the contract, the conditions set out in Clause 20.6 of the Instructions to Tenderers that contain bid data sheets will be included in the Specific Terms of the Contract.

2.18 If not specified in the Specific Terms of the Contract, the Delivery Duty Paid /DDP/ term under Incoterms 2020 will apply to the delivery to the destination prescribed in the goods delivery schedule.

Performance guarantee

2.19 If required by the bid data sheet, the Supplier must provide a performance guarantee in the amount equalling three per cent (3%) of the fund to be financed in that particular fiscal year within the time frame prescribed by the Client, using the relevant form. The Supplier will annually provide a renewed guarantee for the performance of the contract to be effected throughout the fiscal year.

2.20 In any of the following circumstances, the Client will have the performance of the obligation effected applying the guarantee, in an undisputed manner:

2.20.1 the Supplier fails to carry out its contractual obligations for whatever reason;

2.20.2 the Supplier fails to properly carry out its contractual obligations; or

2.20.3 the Supplier is no longer able to carry out its contractual obligations.

2.21 The fact that the Client has the obligations effected applying the performance guarantee will not restrict or limit its right to demand liquidated damages and recovery of loss from the Supplier.

2.22 Where a time extension has been granted as provided for in Clause 2.8 of the General Terms of the Contract, the Supplier will cause the performance guarantee renewed for the same duration.

2.23 Where a quality assurance is required, the performance guarantee will be released upon issuing such assurance as specified in Clause 4.11 of the General Terms of the Contract.

THREE. CLIENT

Receiving the goods

3.1 Upon the Client accepting the goods, a written confirmation will be executed.

Inspection and testing

3.2 The Client is entitled to conduct inspection and testing for the purposes of checking whether the goods supplied, associated services and production processes comply with those stated in the bid submitted by the Supplier. The Client will give a prior written notification to the Supplier regarding the inspection and testing time and procedure.

3.3 The inspection and testing procedure must be documented and acknowledged by both parties. Should the goods or associated services prove to be defective, the Client is obligated to inform the Supplier to rectify the defect.

3.4 The Supplier will take action to rectify the defect according to the notification referred to in Clause 3.3 above.

3.5 The fact that the Client inspected and tested the goods before accepting them will not limit its right to inspect and test them again when accepting them, refuse to accept where necessary or raise a demand as to a defect.

3.6 The Supplier will cover any expenses pertinent to conducting inspection and testing.

Contract sum

3.7 The contract sum will be specified on the execution page of the contract.

3.8 It should be stated in the Specific Terms of the Contract as to whether the contract sum is to be adjusted on the grounds laid down in Subsection 40.4 of the Act, and if yes, the methodology of adjustment specified.

Payment

3.9 The Client will make the payments to the Client within the time frame prescribed in the Specific Terms of the Contract based on the payment request and invoice.

3.10 Where the Client extends the goods supply deadline at the Supplier's request as provided for in Clause 4.8 of the General Terms of the Contract, the Client's payment deadline will be deemed extended for that duration.

3.11 The Client may request a copy of the document which states that the contractual obligations have been properly discharged, to be annexed to the payment request or invoice along with other relevant documents.

3.12 The Client will not make any down payment.

3.13 In the event that the contract sum is adjusted, i.e. changed as per Clause 3.8 above, the revised sum applies after the amendment is made to the contract.

3.14 Invoices must be expressed in togrogs, the Mongolian national currency.

3.15 If the Client is entitled to demand liquidated damages and/or other payments, it will deduct those from the amount payable to the Supplier.

FOUR. RISK AND LIABILITY

Client's risk

4.1. The following will be the Client's risk to bear:

4.1.1. After being given to the Client, the goods have been damaged or destroyed as specified in Clause 1.1.14 hereof or in any other manner;

4.1.2. The goods have been damaged or destroyed as referred to in Clause 1.1.14 of the General Terms of the Contract or in other ways, during a period when the Client has not accepted the goods for no credible reason *(excluding defective goods)* although the

Supplier carried out a specific act for handing the goods over within the contractual time frame.

Insurance

4.2. In protection against potential risk during the manufacturing, transportation, storage and delivery of the goods, the Supplier will take out insurance as stipulated in the Specific Terms of the Contract and send a copy of the insurance policy or certificate to the Client. The Supplier will cover the insurance premium.

Defect

4.3. The Client will inspect the goods and associated services and notify the Supplier about any breach or defect discovered.

4.4. The Client is entitled to open the latent part of the goods and/or conducting inspection and testing for the purposes of detecting any breach or defect.

4.5. The Client will serve a notice to the Supplier about rectifying any breach or defect before the warranty period prescribed in the Specific Terms of the Contract or the complaint period ends.

4.6. Each time a defect rectification notice is given, the Supplier will do the rectification at its own cost and within the prescribed time frame.

4.7. If the Supplier fails to rectify the breach or defect within the time frame prescribed in the notice, the Client shall rectify it at its own cost.

4.8. The Supplier will reimburse the cost incurred by the Client without dispute.

4.9. The Client may deduct the expenses specified in Clause 4.7 of the General Terms of the Contract from the quality assurance fund, and if such fund is insufficient to cover them, the Supplier will pay the surplus to the Client in an undisputed manner.

4.I0. The warranty period of the goods and associated services will be stated in the Specific Terms of the Contract.

Quality assurance

4.11. Where it is provided for in the Specific Terms of the Contract, a quality assurance can be obtained during the warranty period or complaint period, for the purpose of ensuring quality.

4.12. The Supplier may provide quality assurance as stipulated in Subsection 43.7 of the Act.

4.13. In the event that a guarantee has been provided according to Clause 4.12 above, the Client will release an amount from the security deposit in a sum equal to that specified in the guarantee.

4.14. If there is no defect found in the goods during the warranty period or the complaint period, the quality guarantee will be released.

4.15. In the event of rectifying a defect by itself as specified in Clause 4.7 hereof, the Client will deduct the costs and damages associated with such rectification and remit the remaining

4.16. In the event that a defect has been rectified under Clause 4.7 above, the warranty period or the complaint period will continue normally.

Liquidated damages

4.17. In the event that the Supplier fails to supply the goods pursuant to the schedule, i.e. within the contractual time frame, it will pay liquidated damages to the Client at a percentage of the value of the pending obligation for each day of delay, as prescribed in the Specific Terms of the Contract.

4.18. In the event that the Client fails its obligation to pay on time, it will pay liquidated damages to the Supplier at a percentage of the amount of the pending obligation for each day of delay, as prescribed in the Specific Terms of the Contract.

Infringement of intellectual property rights

4.19. Where a competent authority issues a decision determining that a third party's intellectual property right has been infringed in the course of owning, possessing or using the goods, the party at fault will bear responsibility and remedy the associated costs and losses.

Exceptional circumstances of an unforeseen or force majeure nature

4.20. In the event of arising of any exceptional circumstances of an unforeseen or force majeure nature, making it impossible to supply the goods within the contractual time frame, the Supplier will immediately notify the Client's representative in writing to that effect. If it would take time to notify in writing, it can be notified on a preliminary basis in the form specified in Clause 6.10 below.

4.21. The Supplier will seek al I possible ways to implement the contract until the Client gives instructions.

4.22. The Client will provide instructions within an ordinarily practical period, the parties will take all reasonable measures in order to implement the contract upon mutual agreement.

4.23. Where the Client's instructions to implement the contract and the actions taken by the Supplier prove ineffective, the Supplier may make a request as specified in Clause 2.7 hereof.

Additional period for performance of the duties

4.24. Where a party to the contract breaches it duty, the other party will set an additional period for rectifying the breach and send a notice to that effect. Such additional time mus be ordinarily practical for carrying out the duties.

4.25. The party can forgo setting an additional period where there is a ground stipulated in Section 226 of the Civil Code or if the Supplier violates Clause 2.13 above.

FIVE. TERMINATION OF THE CONTRACT

Grounds for withdrawing from or terminating the contract

5.1. The Client may terminate or withdraw from the contract on any of the following grounds:

5.1.1. The Supplier fails to carry out or properly carry out its obligations within the contractual time frame, resulting in an additional period set by the Client, and yet the failure persists during such period;

5.1.2. In the course of the supply of goods, the Supplier's licence to operate has expired but has not been renewed, is suspended or revoked;

5.1.3. It has been held that the Supplier violated its obligations set out in Clause 6.5 of the General Terms of the Contract.

5.1.4. The Supplier fails to carry out the contractual obligations pursuant to the terms applicable to the margin of preference granted according to its bid.

5.2. A court of law or a competent body finds that the Supplier was involved in a crime of bribery or fraud in the course of bidding or supplying the goods.

5.3. The Supplier may terminate the contract should the Client fail to make a payment within the prescribed period after receiving a late payment notice.

5.4. Under any circumstances, the Supplier shall not exercise the right to withdraw from the contract.

Contract withdrawal or termination notice

5.5. A contract withdrawal or termination notice must state the grounds for such withdrawal or termination as well as the measures to be taken in connection with the termination.

SIX. MISCELLANEOUS PROVISIONS

Representative

6.1. The parties will appoint their own respective representative and specify their contact details on the execution page of the contract.

6.2. Such details must include the representative's surname, given name, job position, contact phone numbers *(both business and personal)* and e-mail account.

6.3. Such details must include the representative's surname, given name, job position, contact phone numbers *(both business and personal)* and e-mail account.

6.4. The representative is prohibited from assigning the rights and obligations to others in any way without the principal's written consent.

Subcontractor

6.5. Where there is a subcontractor involved, no more than the percentage stated in the Supplier's bid can be carried out by such subcontractor.

6.6. The Supplier takes responsibility for any breach on the part of its subcontractor *(missing a deadline, a defect in the work, etc.)* and where there the subcontractor has been replaced, the procedures set out in Clause 2.3 hereof apply.

Confidentiality

6.7. Either party will not disclose or convey to a third person or divulge to the public any information obtained during the implementation of the contract, which is stipulated in law or designated and protected by the organisation itself to be confidential, unless the other party consents or the competent authority requires to disclose it.

6.8. Where a party discloses confidential information to the other, it should mark it as such and give it along with a notice of confidentiality.

Notice

6.9. All the notices pertinent to the performance of contractual obligations *(including but not limited to any consent, objection, guarantee, confirmation, invoice, certificate, decision, request and letter)* must be executed in writing.

6.10. Any notice concerning exceptional circumstances of an unforeseen or force majeure nature can be given in a way other than that specified in Clause 6.9 above, of which confirmation must be delivered thereafter in writing.

6.11. Any notice should be delivered in person or sent by certified mail to the representative's address stated on the execution page of the contract.

6.12. Notification will be deemed to have been received in any of the following events:

6.12.1. based on a payment receipt issued on the date of posting if sent by certified mail; or

6.12.2. based on a note which records the date of receipt by the other party's authorised representative, as for a notification delivered in person.

6.13. where either party changes its business address, telephone or postal address, it will immediately notify the other party in writing.

6.14. The party failing to notify will be held liable for the consequences of a failure to carry out the obligations set out in Clause 6.13 above.

Amendments to the contract

6.15. Amendments will be made to the contract in any of the following events:

6.15.1. a time extension has been granted under Clause 2.8 hereof;

6.15.2. a price adjustment has been effected.

6.16. Such amendments take effect upon the parties' authorised representatives affix their signatures and stamps.

6.17. No amendments are made to the contract except as provided for in Clause 6.15 above.

Dispute resolution

6.18. The parties will resolve any dispute or difference arising in connection with the contract by a negotiated agreement.

6.19. In the event of a failure to resolve a dispute as specified above, the dispute will be referred to a court of law in Mongolia.

SPECIFIC TERMS OF THE CONTRACT

Clause 2.5, General Terms of the Contract	Delivery point of the goods: **Ulaanbaatar, Mongolia**
Clause 2.6, General Terms of the Contract	Delivery time frame: [According to the contract for supplying the goods] *Where the goods are to be supplied in phases, the duration or time frame of such phases: [write the date or refer to the delivery schedule, if available]*
Clause 2.10, General Terms of the Contract	Conditions for handing over the goods: [After loading the goods onto the means of transport, the Supplier will notify the Client as well as the insurance company by phone, with full information about it. The notification should specify the contract number, name of the goods, quantity, name of the means of transport, shipping document number, port of loading, date of departure from the port and port of unloading. The Supplier will send the following documents by post to the Client as well as the insurance company.] Documents pertinent to the goods: l) Invoice 2) Packing list 3) Insurance 4) Certificate analysis 5) Certificate of origin 6) Certificate of quality 7) Copy of the contract 8) Other documents
Clause 2.14, General Terms of the Contract	Packaging: [The Supplier must have placed the goods in a special-purpose box that protects them against any damage, deterioration or the effects of heat or cold during transportation to the final destination. There must be a thermometer in each box.
Clause 2.17, General Terms of the Contract	Terms of trade: Whether the International Trade Terms (Incoterms) are applicable: **Yes. The goods will be delivered to the destination prescribed in the delivery schedule under the CIP term specified in Incoterms 2023.**
Clause 3.8, General Terms of the Contract	Methodology of price adjustment: Fixed pricing
Clause 3.9, General Terms of the Contract	Payment schedule: *[Payment terms and time.frame will be included in the contract based on the negotiations.}*
Clause 4.10, General Terms of the Contract	Warranty period:

Clause 4.11, General Terms of the Contract	Quality assurance: Whether quality assurance will be required: ***[No]***
Clause 4.17, General Terms of the Contract	Liquidated damages to be charged to the Supplier: Whether liquidated damages will be charged: ***[Yes]*** Percentage of the liquidated damages: ***[0.01 per cent per day]***

EXECUTION PAGE OF THE CONTRACT

[Name of tendering[Contract.
No. ***[write Identification No. of the tendering/***

.....city / province

[insert tlte Client's name[*(the Client)* on the one hand and ***[insert the Supplier's name/*** on the other hand have entered into this contract on the following terms, upon accepting the tender submitted by the Supplier.

This Contract regulates the matters arising between the Client and the Supplier in connection with the supply of the goods, provision of ancillary services *(the Goods)* and payment of the price.

1. The price of the goods to be supplied hereunder is MNT *[write the amount specified in the contract award notice in numbers and letters] (Contract sum).* The contract sum will be the maximum amount of funding.

2. The contract sum will be transferred to the Supplier's ***[insert the Supplier's name/*** Account No. ***[insert account number/*** with the ***[insert the bank name/*** Bank.

3. The following documents form part of the contract *(Contract documents):*
   - 3.1. Contract award notice
   - 3.2. Bid submission form
   - 3.3. Specific terms of the contract
   - 3.4. General terms of the contract
   - 3.5. Performance guarantee
   - 3.6. Specifications
   - 3.7. Supply schedule of the goods.

4. The following authorised persons will represent the parties in matters concerning the implementation of the contract:

   4.1. Details of the Client's representative
   Surname:
   Given name:
   Position:
   Office phone:
   Mobile phone:
   E-mail:

   4.2. Details of the Supplier's representative
   Surname:
   Given name:
   Position:
   Office phone:
   Mobile phone:
   E-mail:

FOR THE CLIENT:	FOR THE SUPPLIER:
[Position & name]	[Position & name]
[Signature] _____	[Signature] _____

CALL FOR THE TENDER

Date: **14 April 2025**

Type of the tendering: Goods, i.e. vaccine

Name of the tendering: Purchase of Peste des petits ruminants vaccine

Identification No. of the tendering: **XXAAXYЯ/20250402034**

Total budgeted cost: ***MNT 1,164,500,030 (one billion one hundred sixty-four million five hundred and thirty) togrogs***

Methodology of the tendering:

Open

I. The Veterinary Medicine Administration hereby calls for the submission of bids from business entities that meet the requirements and criteria specified in the bid documentation.

2. The tender consists of the following bundles: *This is not a multiple-bundle tender.*

3. Bids should be sent as specified in the bid documentation before 10:00 a.m. on 14 May2025. The bid opening will take place at 10:30 a.m. on 14 May 2025.

4. Whether an alternative bid is allowed: *not allowed.*

5. Whether foreign entities are eligible to bid: *eligible.*

6. The bidders must state that their bid will be valid for thirty (30) or more business days after the bid opening.

7. Whether a bid bond will be required: *Yes*

8. Whether the tender is organised under preliminary procurement procedures: *No*

9. Whether the tender is organised in two phases: *No*

Implementing Agency of the Government
Veterinary Medicine Administration
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#27, Block B, Government Building IX
Phone: 261647 E-mail: vet@vet.gov.mn
and cc to tungalag@vet.gov.mn