

September 7, 2023

QUOTATION DOCUMENT

Tender Name: "Print and disseminate EITI reports, advocacy materials and handbooks"

Tender selection method: Comparison

Tender no: "NS-C-1.1-3"

Project: "A project to strengthen the transparency of extractive industries"

Financier: The World Bank will finance 100 percent.

Budget: 17,370,000 MNT (calculated at the Bank of Mongolia USD exchange rate on August 28, 2023)

ONE. INVITATION FOR QUOTATION

QUOTATION DOCUMENT

Date of invitation:	September 7, 2023
Tender Name:	“Print and disseminate EITI reports, advocacy materials and handbooks”
Tender selection method:	Comparison
Tender no:	“NS-C-1.1-3”
Project:	“A project to strengthen the transparency of extractive industries”
Financier:	The World Bank will finance 100 percent.
Budget:	17,370,000 MNT (calculated at the Bank of Mongolia USD exchange rate on August 28, 2023)

The deadline for receiving tenders is:

September 21, 2023 at 12:30 p.m. /Ulaanbaatar time/.

The address for receiving tenders is:

Extractive Industries Transparency Initiative Project Address: Room 205, Peace Building, 8-5 Sukhbaatar Street, Chingeltei District, Ulaanbaatar City, Mongolia

1. The Extractive Industries Transparency Initiative works by creating conditions for the equal participation of three parties: the government, citizens, and enterprises, and the provision of information. Organizing trainings and conferences, as well as public broadcasting and distribution of the information as media products are organized. This job involves copying summary reports and print products.
2. This comparative bidding will be conducted in accordance with the World Bank's Procurement Regulations for IPF Borrowers November 2020 edition (Procurement Regulations).
3. Differences in domestic preferences are not considered.-not necessary.
4. Foreigners have the right to submit tenders.
5. The tender will be unbundled.
6. The interested party will be entitled to participate in the tender by paying the price of the tender document.-not required.
7. The Quotation document will be sent by e-mail to the person who has paid the fee. - unnecessary.
8. It is not necessary to submit a tender guarantee.
9. Your company must meet the following qualifications and other criteria

(1) Not to be a party with a common interest with the project implementation unit that

- developed the general requirements of this selection. This will be indicated in the quotation form.
- (2) Quotation must be valid for 40 days or more after its opening. This will be indicated in the quotation form.
 - (3) It must be printed after reviewing the originals within the specified period. According to the contract, it was handed over to the project implementation unit within 90 calendar days from the date of signing. This will be specified in the Quotation Form.

10. Requests for clarifications and additional information regarding the quotation documents can be sent to the address below.

Further information can be obtained at the address below during office hours 09:00 am to 05:00 pm UB hours.

Expressions of interest must be delivered in a written form to the address below (in person, or by mail, or by e-mail) by Thursday, September 21, 2023, 17:00 PM UB.

Mongolia EITI Secretariat

Address: Chingeltei district, Sukhbaatar's street 8-5,
Peace building, #205, Mongolia, Ulaanbaatar
Tel: +976-70110525
E-mail: admin@eitimongolia.mn; secretariat@eitimongolia.mn

TWO. INSTRUCTIONS TO BIDDERS

1. Eligible Bidder and Eligible Goods

1.1. The tenderer has met the relevant requirements specified in Articles 3.21-3.23 of the World Bank's Procurement Procedures for Borrowers and the Tender Data Table (hereinafter referred to as the Tender Data Table).
2. Submission of tenders, opening of tenders

2.1. The customer shall receive the tenders at the customer's address specified in the TPC, before the date and time specified in the TPC.

2.2. Tenders will be opened at the time and place specified in the TCC.
3. T1. Tender Kit

3.1. The tender submitted by the bidder shall consist of the following items. It includes:

 - (a) Quotations;
 - (b) Pricing and Supply Schedules;
4. Fixed price

4.1. The price offered by the bidder is expressed in MNT and is fixed for the duration of the contract. (Price offers subject to price adjustments will be rejected.)
5. Specifications and Commercial Terms

5.1. The bidder is responsible for confirming that the goods to be supplied fully meet the requirements of the technical specification. If the goods to be supplied deviate from the specifications, the tender will be rejected.

5.2. The tenderer must submit a written confirmation that he has fully met the commercial conditions specified in this document along with the tender.
6. Quotation validity period

6.1. The quotation is valid for 40 days from the date of its submission.

7. Offered price and evaluation thereof

7.1. PRICE: The price offer should be expressed in MNT. The contract will be paid in MNT. The price of the quotation is fixed for the duration of the Agreement. All the items specified in the price schedule should be included in the price proposal for creating, ordering, purchasing, broadcasting in public media, making a conclusion, publicizing it to the public after completion, and other costs and benefits. The price offer does not include the VAT charged on domestic transactions transferred from the customer to the supplier under the contract.

The goods specified in the supply schedule shall consist of the package specified in the TPP, and a price offer must be submitted for each item included in the package.

7.2. The contracting authority shall award the right to conclude the contract to the best evaluated bidder after comparing the prices of the bidders who meet the technical specifications and other conditions.

8. Notice of Authorization to Enter into Contracts

8.1. The contracting authority shall notify the successful tenderer in writing before the end of the period of validity of the tender that the successful tenderer has been awarded the contract. This statement shall indicate the amount to be paid for the goods to be delivered as specified in the contract or the contract price. The contract price shall be the bid price, including adjustments and price discounts (including conditional price discounts).

8.2. In case of winning the tender, a performance guarantee equal to 5 percent of the contract value shall be submitted.- not required.

THREE. TENDER EVALUATION DATA TABLE

Advice to Bidders	Criteria
	<p>Client: Extractive Industries Transparency Strengthening Project</p> <p>Tender Number: NS-C-3-1.1-3</p> <p>Tender Name: Print and distribute EITI reports, impact materials, and manuals</p> <p>Funding Source: The World Bank-funded project to strengthen the transparency of extractive industries</p> <p>Budget: 17,370,000 MNT (calculated at the Bank of Mongolia USD exchange rate on August 28, 2023)</p>
Advice to Bidders 1.1	<p>Articles 3.21-3.25 (Eligibility to participate in Tenders, Procurement Violations), 3.32 (Corruption and Bribery) and 5.94 (Authorization of Contracts) of the World Bank's Procurement Procedures for Borrowers and the Tender Selection Data Table has met the relevant requirements specified in It is necessary to familiarize yourself with the above-mentioned provisions of the World Bank at http://pubdocs.worldbank.org/en/178331533065871195/Procurement-Regulations.pdf.</p>
Advice to Bidders 2.1	<p>The deadline for receiving tenders is:</p> <p>July 3, 2023 at 12:30 /Ulaanbaatar time/</p> <p>The address for receiving tenders is: Mongolian Extractive Industry Transparency Initiative Project Address: Mongolia, Room 205, Peace Building, 8-5 Sukhbaatar Street, Chingeltei District, Ulaanbaatar City, or to the following e-mail address: finance@eitimongolia.mn secretariat@eitimongolia.mn</p>
Advice to Bidders 3.1	<p>The bidder shall submit the following basic and additional materials as attachments to his bid. It includes:</p> <ol style="list-style-type: none"> 1. As of the date of opening the bid, there is no overdue debt for taxes and fees to be paid according to the laws of Mongolia. This will be confirmed by the definition of the General Department of Taxation. 1. No Social Security debt. It will be confirmed by the definition of the General Department of Social Insurance. 2. During the last 3 years, the consultant has not violated the Criminal Law, the Anti-Corruption Law, the Law on the Prohibition of Unfair Competition, or any contractual obligations while participating in the

	procurement process. This will be confirmed by the definition of the General Department for the Execution of Court Decisions. 4. Quotations should be submitted in Form 1. 5. The price schedule and video and content delivery schedule must be confirmed. 6. Submit a copy of the state registration certificate. 7. The list of contracts for the last 3 years and current ones should be submitted in Form 2 8. Similar work experience: During the last 3 years
Advice to Bidders 4.1	The price offered by the bidder is fixed and will not be adjusted during the execution of the contract.
Advice to Bidders 5.1	An explanation proving that the record to be made meets the general requirements for each item or clause, or a statement proving that any item or clause of the requirement is omitted or deviated, but basically meets the requirements set by the customer, and the necessary comparison table shall be submitted.
Advice to Bidders 6.1	Quotations are valid for 40 days from the date of their submission.
Advice to Bidders 7.1	The price of delivery of goods manufactured outside the borders of Mongolia is 15.9. (b). The CIP price specified in subsection (1) is The price of the goods participating in the tender shall include the cost of transportation, insurance, taxes, fees, and installation costs to the final point of delivery of the goods specified in the TCC.
Advice to Bidders 8.1	The customer is not entitled to increase or decrease the quantity of goods by 15 percent if he deems it necessary.
Advice to Bidders 8.2	If the tender is won, a performance guarantee equal to 5 percent of the contract value will be submitted. -not required.

The following products will be received as a result of the project. It includes:

1. 500 copies of EITI Activity Report magazine /29 pages/.
2. Make 500 copies of the manual in folded form on hard paper.
3. The consolidated report will be approximately 150 pages and 300 copies.

No.	Press products	Paper size	Number of faces	Print color	Printing paper	How many percent
1.	EITI Activity Report Journal	A4	60	A4 Cover 4+0 Inside 4+4 colors	The cover is 200g matte, the inside is 80g offset paper.	500 pieces
2.	Brochure	A4	2	4+4	157g matte / chalk paper /	500 pieces
3.	Consolidation report	A4	About 300	Black and white	80 g yellow offset	300 pieces

This task is estimated to be completed within 3 months from the start of the work.

Funding Source: The World Bank will fund this work 100%. /Preliminarily planned according to the following model./

Budget: 17,370,000 MNT (calculated at the exchange rate of the Bank of Mongolia on August 28, 2023)

FIVE. STANDARD FORM

FORM 1. QUOTATION PROPOSAL FORM

[date]

Head of (Name of ordering organization) _____ you

1. We, [name of tenderer], [contract name and number] offer to execute [tender price in numbers and letters] according to the tender documents.

2. The following costs are not included in the price offer: (1) VAT calculated for domestic transactions transferred from the customer to the supplier according to the contract. Note: Contract payment will be made in MNT.

3. We agree that payment of the Contract in MNT and the Price of the Quotation shall include all applicable taxes and fees, and that this amount shall be fixed during the period of the Contract. All the items specified in the price schedule will be prepared and assembled in all quantities and delivered to the end users. If specified in the price schedule, relevant training, delivery of operation and service manuals, fulfillment of warranty repair obligations, and other costs and benefits are included in the price offer.

Phase	Time	Payment – All taxes and fees are included. /% of total amount/
After signing the contract	In September 2023	50%
After the progress report is reviewed by the customer	In 2023	50%

1. Tenders will be valid for 40 days from the deadline for receipt of tenders as specified in the tender documents, and you may choose it before the end of this period.
2. Until the formal conclusion of the contract, this tender and the notification of the right to enter into the contract, if it is successful, will be the contract between us.
3. We hereby confirm that we accept the general and special conditions of the contract.
4. In case our tender is won, we promise to send a performance guarantee equal to 30% of the contract value to confirm the performance of the contract.

5. We hereby agree to disclose the tender to other bidders in accordance with relevant regulations. The customer is fully released from any obligation to keep the tender submitted by us confidential.
6. We and any subcontractor, supplier, consultant, manufacturer or service provider participating in the execution of the contract are temporarily suspended or blacklisted in accordance with the Memorandum of Understanding on Mutual Recognition of Tender Decisions concluded between the World Bank Group member or the World Bank and other development banks. is not affiliated with or controlled by the listed organizations or individuals. In addition, it will not be inconsistent with the laws of the Customer's country or the decisions of the United Nations Security Council or official regulations.
7. We declare that we do not have any conflict of interest with the Customer in accordance with clauses 3.21-3.25 and 3.32 of the World Bank procurement procedure, and we have no objection to review the documents and materials related to this tender by an independent auditor appointed by the World Bank.

Name of the bidder:

Signature and seal of authorized official:

Position and name:

Address:

GENERAL CONDITIONS OF CONTRACT

1. Terminology

1.1. The following terms used in this Agreement shall have the following meanings. It includes:

- (a) contract means the contract for the supply of goods concluded between the customer and the supplier. The contract consists of the contract form signed by the parties, its appendices and other documents.
- (b) contract price means the price to be paid to the supplier upon full and adequate performance of the contractual obligations under the contract.
- (c) goods means equipment, machinery and other materials to be supplied from the supplier to the customer under the contract.
- (d) other services means any ancillary work, services or obligations provided by the supplier under the contract, such as transportation, insurance and other ancillary services, installation, technical assistance and training.
- (e) customer means the organization named in the special conditions of the contract for the purchase of goods.
- (f) Supplier means the person who supplies the goods and services specified in the contract.
- (g) work site means the place defined in the special conditions of the contract.
- (h) days mean calendar days.

2. Use of contract documents and information, conduct inspections

2.1. Unless the customer has given prior written consent, the supplier shall not disclose the contract and its terms, technical specifications, drawings, models and samples provided by the customer to any person other than the employee appointed to execute the contract. The employee appointed to perform the contract shall be provided only with the information necessary for the work he is responsible for.

2.2. The supplier shall not use the documents and information referred to in clause 2.1 for purposes other than the performance of the contract, unless the customer has given prior written consent.

2.3. Documents other than the contract referred to in clause 2.1 shall remain the property of the customer and, if requested by the customer, shall be returned to the customer (all copies) upon completion of the supplier's contractual obligations.

- 2.4. The customer has the right to inspect the accounts and records related to the performance of the supplier's contract, and has the right to appoint an auditor to conduct an external inspection of these accounts and records.
- 2.5. The supplier must comply with the World Bank's Anti-Corruption Procedures. The client shall require the supplier to provide information on payments, commissions and fees paid or payable to subcontractors or partners during the tendering process and contract implementation. In that information, the name and address of the subcontractor or third party, the amount and currency, and the purpose of the payment must be reported.
- 2.6. The supplier and its subcontractors and consultants agree to have the accounts and records related to the execution of the contract and the bidding process checked by the person appointed by the World Bank and audited by the auditor appointed by the World Bank. If the supplier and its subcontractors and consultants interfere with the World Bank's inspection and audit rights, measures will be taken up to the termination of the contract.
- 2.7. The Supplier shall endeavor to require its sub-contractors and consultants to maintain clear and systematic accounts and records so that the time and costs incurred in supplying the goods covered by the contract can be calculated.
- 2.8. If the Client, project manager or supplier believes that any employee of the supplier has engaged in bribery, fraud, conspiracy, coercion or obstruction during the performance of the contract, the supplier will take measures to terminate the employee.

3. Change Order (Not Applicable)

- 3.1. The customer has the right to change the order of one or more of the following items within the general scope of the contract by notifying the supplier in writing at any time. It includes:
 - (a) change the drawings, designs, and technical specifications so that the goods to be delivered under the contract are specially manufactured for the customer;
 - (b) mode of transportation and packaging;
 - (c) place of delivery.

- 3.2. The supplier shall prepare a detailed cost estimate and delivery schedule, taking into account the impact (if any) on the delivery period specified in the contract due to the change in the order (hereinafter referred to as the change), and present it to the customer within 10 days after receiving the notification of the change.
 - 3.3. The Customer shall approve the change in writing based on the Supplier's estimate referred to in Clause 3.2 and the Supplier shall not carry out the change referred to in Clause 3.1 until such confirmation is made.
 - 3.4. Mutually agreed changes will form part of the contract and the terms and conditions of the contract will apply to those changes.
- 4. Amend the contract**
- 4.1. The terms and conditions of the contract may not be modified or modified except as provided in Article 3 of this contract. Necessary amendments shall be made in writing and signed by the parties.
- 5. To conclude a subcontract**
- 5.1. Unless the customer has given prior written consent, the supplier may not choose a subcontractor to subcontract the contract or any of its parts and enter into a contract with him.
 - 5.2. Any subcontractor selected by the Supplier for the execution of the Contract shall fully comply with the relevant terms and conditions of the Contract for the work it is responsible for.
- 6. Country of origin of goods**
- 6.1. The goods to be supplied under the contract may originate from any country.
 - 6.2. The country of origin of the goods means the place where the goods were mined, grown, matured or manufactured. Manufactured, processed, or assembled from a majority of parts to create a new commercial product that is clearly different from the basic characteristics, purpose, or use of these parts.
- 7. Examination and testing**
- 7.1. The customer or his representative has the right to inspect and test the goods to ensure that they meet the technical specifications. In the special conditions of the contract or in the technical specifications, the customer will specify when and where the tests and inspections will be performed. The Customer shall notify the Supplier in writing of the representative(s) appointed to carry out the inspection and testing.
 - 7.2. Inspections and tests may be conducted at the supplier's or subcontractor's premises, at the place of delivery and at the final destination. In the event that inspection and testing are conducted at the supplier's or its subcontractor's premises, the customer will be provided with the necessary facilities, drawings, production data and other assistance free of charge.

- 7.3. If the goods do not meet the technical specifications after inspection and testing, the customer has the right to reject the goods, and the supplier will replace the goods free of charge or take all measures to make them conform to the technical specifications.
- 7.4. The fact that the goods have been inspected and tested by the customer or his representative before shipment does not affect the customer's right to re-inspect and test the goods after they have entered Mongolia, and if necessary, reject them.
- 7.5. None of the terms and conditions of this Article shall relieve the Supplier of any contractual warranty repair or other obligations.

8. Packaging

- 8.1. The supplier shall provide packaging to prevent damage and deterioration during transportation of the goods to the final destination as specified in the contract. The package must be able to withstand the harsh conditions of transportation, heat, cold, salt and precipitation during transportation and open storage. When choosing the size and weight of packages, the factors such as the remoteness of the final point of delivery of the goods, as well as the availability of sufficient equipment for loading and unloading at each point of transportation, are taken into account.
- 8.2. When preparing the package, marking it on the inside and outside, and preparing the documents, strictly follow the requirements specified in the contract, especially the special conditions of the contract, and the instructions given by the customer at that time.

9. Delivery of goods and preparation of documents

- 9.1. The supplier shall supply the goods in accordance with the requirements of the specification. The goods to be supplied shall conform to the technical specifications and, if no relevant standard is specified, to the appropriate standards of the country of origin of the goods. The latest version of these standards shall apply. If specified in the special conditions of the supplier contract, transport and other documents shall be prepared in accordance with it.
- 9.2. CIP, EXW, FOB, FCA, CIF and other trade terms used in the contract shall be understood as defined in the latest version of Incoterms (INCOTERMS) or the International Chamber of Commerce in Paris.

10. Copyright and Intellectual Property Rights

- 10.1. In the event that the customer or the supplier claims that the customer or the supplier has violated intellectual property rights such as patents, trademarks, design rights, etc. during the ownership or use of the goods or its parts, the supplier shall bear the costs of settling the complaint.

- 11. Performance Guarantee**
- 11.1. The supplier shall provide the customer with the performance guarantee in the amount specified in the special conditions of the contract within 21 days after receiving the notification of the right to conclude the contract.
- 11.2. The guarantee is intended to compensate the customer for damages caused by the failure of the supplier to fully perform its obligations under the contract. When the performance of the contract is extended in accordance with 16.2 of the general conditions of the contract, the supplier shall extend the validity period of the performance guarantee by the same period.
- 11.3. The performance guarantee shall be a bank guarantee issued in the currency specified in Article 4 of the SPC, a government bond, or a government-accepted security.
- 11.4. Within 30 days after the supplier has delivered the goods under the contract, the customer will cancel the performance guarantee.
- 12. Insurance**
- 12.1. Unless otherwise specified in the special conditions of the contract, all goods shall be insured in accordance with the terms of Incoterms in the form specified in the special conditions of the contract to protect against risks related to loss and damage that may occur during the production, purchase, transportation, supply, storage, and delivery of the goods.
- 13. Quality assurance and warranty repair**
- 13.1. The goods to be supplied under the contract are new, unused, free from defects and contain modern innovations that are fully compliant with the latest or current design and technical specifications. The supplier guarantees that all materials, equipment, and spare parts used in the supply of goods by itself and its subcontractors are new, of good quality, and for the intended purpose.
- 13.2. Unless otherwise specified in the special conditions of the contract, warranty repairs are valid for a period of 12 months from the date of delivery and commissioning of the goods, or 18 months from the date of shipment from the country of origin of the goods, whichever comes first.
- 13.3. Customer shall promptly notify Supplier in writing of any complaint relating to this warranty.
- 13.4. Upon receipt of this notice, the Supplier shall promptly repair or replace the defective goods or its parts free of charge.

13.5. Notwithstanding clause 13.2, if the customer receives a written notice of the recurrence of this type of defect in the repaired goods within 12 months after the defect has been removed in accordance with clause 13.4, the defect shall be promptly rectified free of charge.

13.6. If the supplier receives notification of a defect and fails to repair it in accordance with the contract, the customer has the right to repair the defect at the supplier's expense. The warranty provided by the supplier in accordance with this clause does not limit the other rights and actions of the customer under the contract.

14. Төлбөр

14.1. The form and terms of payment to the supplier under the contract shall be specified in the special conditions of the contract.

14.2. After fully fulfilling the contractual obligations, the supplier shall deliver the request for payment to the customer along with the payment invoice and the documents specified in Article 9 of the General Terms and Conditions of the Agreement.

14.3. Unless otherwise specified in the special conditions of the contract, the customer shall make the payment promptly within 30 days after receiving the invoice.

14.4. Payments to suppliers under the contract shall be made in the currency specified in the tender form.

15. Price

15.1. When invoicing the price of goods delivered and services performed under the contract, the supplier shall adhere to the price offered in its tender. If the price offered in the tender is changed when the price is adjusted according to the price adjustment conditions of the special conditions of the contract, or when the order is changed according to Article 3 of the general conditions of the contract, the changed price shall be applied.

16. Extension of schedule

16.1. When delivering the goods, the supplier shall follow the delivery schedule specified in the technical specification.

16.2. The supplier may request an extension of the delivery schedule in the following cases. It includes:

(a) the customer changes the order in accordance with Article 3 of the General Terms of the Agreement;

(b) In the event of an unexpected or force majeure situation specified in Article 22 of the General Terms and Conditions of the Agreement;

(c) Due to the customer's order, the execution of the work has been delayed.

It is the customer's responsibility to demonstrate that the supplier has done everything possible to prevent delays. The parties will discuss ways to eliminate and overcome the causes of delays.

- 16.3. 16.2 shall not be disregarded and the schedule shall not be extended if the contractor does not immediately notify the customer in writing that the delivery schedule may be delayed in any way due to the occurrence of the conditions specified in clause 16.2, and does not provide proof of the occurrence of these conditions.

17. loss and liability

- 17.1. The customer shall impose a penalty equal to the percentage specified in the special conditions of the contract for the late delivery of goods and services performed by the supplier, and reduce the contract price by that amount. The total amount of damages shall not exceed the maximum amount specified in the special conditions of the Agreement. In case of reaching the maximum amount, the customer can raise the issue of cancellation in accordance with Article 18 of the General Terms and Conditions of the Agreement.

18. Termination of contract due to non-fulfilment of obligations

- 18.1. In the event of any of the following circumstances, the customer has the right to terminate the contract in whole or in part by notifying the supplier in writing without using other means of remedying the breach under the contract. It includes:

(a) the supplier fails to deliver any or all of the goods within the time specified in the contract or extended in accordance with Article 16 of the general conditions of the contract;

(b) the goods submitted by the supplier do not meet the requirements of the technical specification and do not fulfill other contractual obligations;

(c) the supplier has not corrected the error within 10 days (the customer has the right to specify a longer period) after receiving the notice from the customer about the occurrence of the situation specified in clauses 18.1.(a) and 18.1.(b);

(r) If the court or authorized body determines that the supplier has engaged in corruption, fraudulent collusion or intimidation in participating in the tender, signing or executing the contract, the customer will not grant him the right to enter into the contract, and once the right to enter into the contract has been granted, or if the contract has been concluded, it will be canceled.

- 18.2. In case of termination of the contract in whole or in part in accordance with 18.1, the customer has the right to purchase the undelivered goods on such terms as the customer deems suitable, and the supplier shall bear the additional costs incurred in connection therewith. Notwithstanding this clause, the supplier shall continue to perform the part of the contract that has not been terminated.
- 19. Termination of contract due to insolvency** 19.1. If the supplier becomes bankrupt or otherwise insolvent, the customer has the right to terminate the contract at any time by notifying the supplier in writing. In doing so, the customer will not compensate the supplier for any damages. However, such termination shall not affect any existing or future rights of the Subscriber.
- 20. Termination of the contract at the request of the customer** 20.1. The customer has the right to terminate the contract in whole or in part at any time by notifying the supplier in writing if necessary. In the notification, the customer must state the reason for terminating the contract at his own request, which part of the contract and from when.
- 20.2. The customer shall purchase the goods ready for shipment within 30 days from the date of notification to the supplier at the price and other conditions specified in the contract. For remaining goods, the customer shall apply one or both of the following options. It includes:
- (a) purchase any part of the remaining goods currently available at the price and other conditions specified in the contract, and/or
 - (b) cancel the remaining goods and pay the negotiated price of the supplier's semi-finished goods, materials and parts purchased for the purpose of implementing the contract. This will include the appropriate amount of administrative costs and profit.
- 20.3. The Customer or the contractor has the right to terminate the contract if the other party considers the contract to be seriously breached. In the opinion of the Customer, it is considered a serious breach of the contract if the Contractor has engaged in bribery, fraud, conspiracy, harassment or obstruction during the competition for the right to enter into the contract or during the performance of the contract. In this case, the Customer shall notify the Contractor in writing and cancel the contract within 14 days.
- 21. Dispute Resolution** 21.1. Disputes that may arise between the customer and the supplier in connection with the contract shall be resolved through consultation and informal negotiations.

- 21.2. If the parties are unable to resolve the dispute within 30 days of the above negotiation, either party has the right to go to court in accordance with the special conditions of the Agreement.
- 22. Circumstances of sudden or force majeure**
- 22.1. If due to war, civil uprising, fire, flood, infectious disease, earthquake, quarantine, transportation ban or other unexpected or force majeure conditions, the performance of contractual obligations of the customer, supplier, or subcontractor is delayed, according to Article 16 of GEN extend its execution period.
- 22.2. In the event of a sudden or force majeure situation, the supplier will immediately notify the customer in writing about this situation and the reasons for it. Unless otherwise instructed in writing by the Customer, the Supplier shall continue to perform its obligations under the Agreement to the extent possible and shall seek reasonable means to enforce the Agreement regardless of unforeseen or force majeure circumstances.
- 23. Assignment of Contractual Obligations**
- 23.1. Under no circumstances may the contractual obligations be transferred to a third party.
- 24. Language to be used in contract**
- 24.1. The Supplier hereby confirms that it has the knowledge to fully understand the language used in the contract as specified in the special conditions of the contract. The contract and related documents are in this language.
- 24.2. The cost of translation into the language specified in clause 24.1 and the accuracy of the translation shall be borne by the Supplier.
- 25. Taxes and Fees**
- 25.1. The supplier is fully responsible for all taxes and fees imposed outside the territory of Mongolia.
- 26. Title**
- 26.1. The headings of chapters, clauses and other sections of the Agreement are descriptive only and do not form part of the Agreement.
- 27. Performance of Duties**
- 27.1. Failure of one party to perform contractual obligations shall not be a reason for non-performance of the other party's obligations.

SPECIAL CONDITIONS OF CONTRACT

- | | | |
|---|------|---|
| 1. Definitions
(General Terms
and Conditions - 1) | 1.1. | Subscriber: MINISTRY OF MINING AND HEAVY INDUSTRY

Work area: "Print and disseminate EITI reports, advocacy materials and handbooks" |
| 2. Inspection test
(General Terms
and Conditions -
7) | 7.0 | Factory and other inspections and tests that must be carried out on the goods to be supplied by the bidder. -unnecessary. |
| 3. Packaging (General
Terms and
Conditions - 8) | 8.2 | When transporting the goods, the cargo is marked as follows: -
not required.

A project to strengthen the transparency of Mongolia's extractive industry

Tender number: "NS-C-1.1-3"

Extractive Industry Transparency Initiative Office

Address: Room 205, Peace Building, 8-5 Sukhbaatar Street, Chingeltei District, Ulaanbaatar City, Mongolia |
| 4. Delivery of goods
and preparation of
documents
(General Terms
and Conditions - 9) | 9.3 | Recommended goods from outside Mongolia:

- Not required. |
| 5. Performance
Guarantee
(General Terms and
Conditions - 11) | 11.1 | The performance guarantee is equivalent to 5 percent of the contract price.-not required.

Unless otherwise specified in the price schedule, the quality guarantee period lasts for at least 12 months after the delivery of the goods. 50% of the Performance Guarantee amount will be deducted when the final customer acceptance certificate is issued, and the guarantee will be valid for 12 months. -No need. |
| 6. Insurance
(General Terms and
Conditions - 12) | 12.0 | Special Insurance Requirements

Supplier is responsible for providing insurance for work to be prepared under this Agreement. |
| 7. Warranty Repair
(General Terms and
Conditions - 13) | 13.0 | Special Warranty Repair Requirements-None Required.
7.1. Make videos and content that meet the general requirements, and have the right to be edited by the supplier if they do not meet the specified requirements. |

8. Payment (General Terms and Conditions - 14)	14.4	The customer shall pay the supplier for the goods offered from outside of Mongolia according to the following procedure: -not required.
	14.5	The customer shall pay for the goods offered from within Mongolia according to the following procedure: - 30% after signing the contract - 50% after reviewing the progress report by the customer - 20% after presenting the final report and handing it over to the customer.
1. Price (General Terms and Conditions - 15)	15.1	Contract price will not be adjusted.
2. Алданги оногдуулах (General Terms and Conditions - 17)	17.1	Default rate: 0.1 percent of the total contract amount (per day). Total amount of damages: 10 percent of the total amount of the contract.
3. Dispute Resolution (General Terms and Conditions - 21)	21.0	Any dispute shall be resolved by the relevant laws of Mongolia. If the supplier is not a legal entity of Mongolia, it will be decided according to the rules of the United Nations Trade Commission (UNCITRAL) of 1976. The decision of the arbitral institution is final and binding on the parties.

APPROVED.

APPROVED.

NON-CONSULTING SERVICES AGREEMENT
"Print and disseminate EITI reports, advocacy materials and handbooks"
(With World Bank Financing)

CONTRACT NUMBER: "NS-C-1.1-3"

Ulaanbaatar city

On the one hand, the _____ (hereinafter referred to as the customer) and, on the other hand, _____ (hereinafter referred to as the supplier) have mutually agreed on the following and entered into this AGREEMENT (hereinafter referred to as the contract) on August 2023.

1. In accordance with the Civil Code of Mongolia and other laws and regulations, the importance of this contract is to regulate the relationship between the customer and the supplier in connection with the supply of goods and products and to determine the mutual obligations and responsibilities.

The client is the _____, the "Print and disseminate EITI reports, advocacy materials and handbooks" (hereinafter referred to as goods) (.....) MNT (hereinafter referred to as the contract price). The supplier's tender submitted for supply is hereby accepted. The contract price will be the total performance of the financing. Value Added Tax is calculated for domestic transactions transferred from the customer to the supplier under the contract.

2. The supply of goods will be 100 percent financed by the funds of the World Bank project.
3. After the complete delivery of the goods, the customer will transfer the contract price to account number _____ of the _____ of the supplier.
4. The supplier will deliver 3 types of videos and content between August 15, 2023 and November 15, 2023.
5. The documents mentioned below are an integral part of the contract (hereinafter referred to as contract documents). These are:

- General Conditions of Contract
- Special Conditions of Contract

Appendix:

- Appendix 1: Terms of Reference

- Appendix 2: Reporting Schedule
- Appendix 3: Notice of Award of Contract
- Appendix 4: Quotation
- Appendix 5: Delivery Schedule
- Appendix 6: Financing Schedule

The Agreement constitutes the final agreement between the parties regarding the supply of the goods herein and supersedes all prior agreements. If the contract documents conflict with each other, they will be decided according to the order of priority.

6. The supplier undertakes to supply the goods specified here in accordance with all the terms and conditions of this contract and to repair the defects based on the payment to be paid by the customer in accordance with this contract.
7. The customer is obligated to pay the contract price or any other amount to be paid in accordance with the terms of the contract based on the goods and repair services provided by the supplier according to the contract in the form specified in the contract.

The parties shall communicate on matters related to the contract in writing or by mail, telex, electronic mail, or fax.

**ON REPRESENTATION OF THE REPRESENTING THE SUPPLIER:
CUSTOMER:**

 —

Address:
Phone:

Address:
Phone:

Schedule No. A: Anti-Corruption Regulations

Anti-corruption regulations

(The provisions of this appendix shall be included in the tender documents without modification in the contract conditions)

1. Purpose

1.1 The World Bank's Anti-Corruption Regulations and this appendix shall be applied to procurement activities financed by the World Bank (hereinafter referred to as the Bank) Investment Project.

2. Requirements

2.1 The Bank is a borrower (including the beneficiaries of the Bank's financing); bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers, or any representative (whether notified); any of their specialists will be required to participate in the selection process during the procurement process of the Bank-financed contract, to maintain high ethical standards in the implementation of the contract, and to be free from fraud and corruption.

2.2 In this context, the Bank shall:

- i. Use the following terms with the meanings given below. It includes:
- ii. Corrupt action means offering, giving, accepting or demanding to give anything of value, directly or indirectly, in order to improperly influence the activities of the other party;
- iii. Fraudulent conduct means any act, omission, or misrepresentation made for the purpose of misleading or attempting to mislead, intentionally or unintentionally, in order to evade obligations or gain financial or other benefits;
- iv. Conspiracy refers to collusion between two or more parties to achieve an illegal goal, such as improperly influencing the actions of the other party;
- v. Extortion means improperly affecting the activities of the other party, or directly or indirectly causing damage or threatening to damage any person or his property.
- vi. Obstructive acts:
 - Deliberately destroying, falsifying, altering, concealing audit evidence, or intentionally obstructing the Bank's audit process to establish corruption, fraud, collusion, coercion or coercion. making false statements to detectives investigating the matter; or acts of intimidation, harassment, or threats to prevent a person who knows information related to the review process from disclosing it, as well as refusing to comply with the decision made after the review,
 - Annex 4 of the Procurement Regulations for Investment Project Financing Borrowers According to clause 2.2 f, it means an attempt by the Bank to seriously hinder the exercise of its review and audit rights.
 - If the consulting legal entity or individual, any of its employees, representative organizations, subcontractors, service providers, suppliers and their employees engage in corruption, fraud, collusion or coercion in competing for the contract. , or if the Bank discovers that the Bank has directly or indirectly participated in acts of intentional obstruction, the right to enter into the contract shall be terminated;
 - In addition to the remedies provided in the relevant loan agreement, if the Borrower's representative or the beneficiary of a certain part of the loan commits corruption, fraud, collusion, coercion, or willful obstruction during the

procurement, selection and implementation of the agreement. The Bank has discovered that the Bank has committed acts that cause violations, and at this time, the Borrower did not inform the Bank immediately after learning about these illegal actions, and took appropriate measures to correct them without delay in a manner that meets the Bank's requirements.

- Adhering to the Bank's anti-corruption regulations and in accordance with the Bank's policies and regulations on sanctions, a legal entity or an individual during the specified period
- obtains the right to execute a contract financed by the Bank or receive financial or other benefits;
- To be promoted to work as a subcontractor, consultant, manufacturer, supplier, or service provider of a legal entity authorized to enter into a contract with bank financing;
- Prohibit them from receiving any funds from the Bank's loan or participating in the preparation and implementation of Bank-financed projects, and publicly announce that they are unauthorized persons;
- Bank loan financing contract and tender/bidding documents
- submit all accounts, records and bids for bidders, consultants, contractors, suppliers and their sub-contractors, sub-consultants, service providers, suppliers and representatives and other documents related to the implementation of the contract shall be required to include provisions on the Bank's inspection and the approval of the auditor appointed by the Bank to review this information.