

Contract of ____ 2022
on "Supply of electric trains (electric multiple unit trains – EMU),
spare parts and equipment necessary for their
maintenance, training of personnel
and a source of loan-based financing"

Annex №6

CONTRACT PERFORMANCE BOND

Date: _____, place _____

Joint Stock Company "O'zbekiston Temir Yo'llari"

_____ (*name of credit institution / insurance company*)
refers to the contract concluded on _____ 2022 on "Supply of electric trains
(electric multiple unit trains – EMU), spare parts and equipment necessary for their
maintenance, training of personnel and a source of loan-based financing" No. _____
(hereinafter referred to as the **Contract**), which is signed between

JSC "O'zbekiston Temir Yo'llari", T. Shevchenko str., 7, Tashkent, Republic of
Uzbekistan, as the **Customer**, and

_____ as the **Supplier**

for the total Contract price of USD _____ (_____ US dollars).

With this guarantee _____ (*name of credit institution / insurance company*) guarantees you a payment for the amount of USD _____
(_____ US dollars), which corresponds to 10% of the Contract price. The
above mentioned guarantee amount will be reduced by USD _____
(_____ US dollars), which corresponds to 5% of the price of
an electric train set in the Contract, each time, when the Supplier will submit us a
certification that the transfer of the electric train has been complete according to the
procedure set out in the Contract – the electric trains transfer act.

With this guarantee we undertake to make payments upon receiving your first demand,
which is signed by your authorised representative, which notifies that the Contractor does
not fulfil its obligations under the Contract, specifying which obligations have not been

fulfilled, or also in case the Contract is terminated due to non-fulfilment of obligations by the Contractor, but without any objections or conditions for any amount(-s) falling within the above-mentioned scope. You are not obliged to prove the non-fulfilment of obligations, we have no right to request such proof, and the Supplier has no right to dispute this claim at the bank. In addition to the aforementioned, the Customer has the right to demand all these guarantee amounts, if the Contract is terminated due to non-fulfilment of obligations by the Supplier.

According to this guarantee our obligation is to pay you no matter what, even smaller amount, based on any demand made before the expiry of the guaranteed term, but it does not entitle you to ask, whether this payment is legitimately demanded, as well as does not entitle to request that the Customer had first demand this amount from the Supplier.

This guarantee enters into force when signed and will remain in force until the 2 (two) years and 2 (two) months will have elapsed from the day, when the Supplier has fully and properly fulfilled its obligations under the Contract, whereof we have received your notice, and we have no right to revoke this guarantee unilaterally.

No other documents or actions can be requested other than those described here, regardless of any applicable law or regulations.

When this guarantee expires, our obligations become invalid regardless of whether the amount was repaid or not, and no claims can be raised after the expiry of the guarantee or after payment of all the amounts, which are equivalent to the guaranteed ones, whichever the first.

All the notices should be sent to the addressee by registered mail to the address, which is provided here or was agreed between the parties.

We hereby agree that any part of the Contract may be amended, updated, extended, transformed, compromises may be reached by mutual agreement between you and the Supplier, and the guaranteed amount may change or be waived, if our obligations weaken or are affected without notifying us, provided that the guaranteed amount is not increased or decreased.

No actions, events or conditions can affect our release from our obligation, and we hereby waive any right, which we have or might have under the law, because our obligations are absolutely irrevocable and without reserve, except as provided here.

The guarantee is subject to the International Chamber of Commerce Uniform Rules for Demand Guarantees, ICC Publication No.758, hereinafter referred to as URDG 758. All the matters not governed by URDG 758 shall be governed by laws and regulations of the Republic of Uzbekistan.

Claims and disputes related to this guarantee shall be resolved in courts of the Republic of Uzbekistan in accordance with laws and regulations of the Republic of Uzbekistan.

on behalf of _____ (name of the credit institution / insurance company):
_____ (position, name, surname, signature)