

RULES FOR SUBMISSION AND EVALUATION  
OF TENDERS AND NEGOTIATIONS  
Procurement identification number PIU-06

**ANNEX №9**

Joint Stock Company “O‘zbekiston Temir Yo‘llari”  
T. Shevchenko str., 7  
Tashkent, Republic of Uzbekistan

**BID BOND –  
BANK GUARANTEE**

<Place name>, <date> <month> <year>

Whereas <Tenderer’s name, registration number, address > (hereinafter referred to as the Tenderer) submits its tender within the framework of the tender procedure “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” (procurement identification number PIU-06) organised by Joint Stock Company “O‘zbekiston Temir Yo‘llari”, address: Tashkent, T. Shevchenko str., 7, Republic of Uzbekistan, (hereinafter referred to as the customer), as well as that the regulations of the tender procedure envisage submission of a bid bond,

with this guarantee <Bank name, registration number and address> guarantees you a payment of USD 4,000,000 (four million US dollars).

With this guarantee we irrevocably undertake to make payments upon receiving your first demand, which is signed by your authorised representative, which notifies that

- a) the Tenderer has withdrawn its tender while the bid bond is still in force,
- b) the Tenderer, whose tender was preferred according to the tender selection criterion, has not submitted the contract performance bond specified in the tender procedure documents and the procurement contract within the deadline set by the Customer,
- c) the Tenderer, whose tender was preferred according to the tender selection criterion, does not sign the procurement contract within the deadline set by the Customer.

According to this guarantee our obligation is to pay you the amount defined in this guarantee within a period of 14 calendar days after receipt of the first demand.

This guarantee enters into force when signed and will be in force until <date> <month> <year>. The Customer should send the demand to us to the previously specified address no later than by this date.

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 paid or not, and no claims can be raised after the expiry of the guarantee

or after payment of the amounts, which are equivalent to the guaranteed ones, whichever the first.

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 a court of the Republic of Uzbekistan in accordance with laws and regulations of the Republic of Uzbekistan.

<Position, name and surname of the signatory>

<**Signature of the signatory**>

<**Bank's seal imprint**>