

PROCUREMENT DOCUMENTATION FOR THE TENDER PROCEDURE

RULES FOR SUBMISSION AND EVALUATION OF TENDERS AND NEGOTIATIONS

"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"

INVITATION FOR PARTICIPATION IN THE TENDER PROCEDURE

Procurement identification number: PIU-06

Customer: JSC "O'zbekiston Temir Yullari"

Uzbekistan, Tashkent, 2022

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I GENERAL INFORMATION

1. Procurement identification number

Procurement identification number - PIU-06.

2. The Customer and its details

Joint Stock Company "O'zbekiston Temir Yullari"

TIN 201051951

Registered address: Republic of Uzbekistan, 100060, Tashkent, st. Taras Shevchenko, 7.

Bank: Mirabad branch of NB VED RU, MFO 00875

account 20210000100600315001, OKONH 51111

<https://railway.uz/>

3. Contact persons of the Customer and their data

The contact person of JSC "O'zbekiston Temir Yullari" and contact details are indicated in the tender announcement.

4. Procurement method

- 4.1 Procurement method – the tender in accordance with Chapter No. 8 of the Law of the Republic of Uzbekistan No. ZRU-684 dated April 22, 2021. Notice of tender for the procurement of 34 electric trains No. PIU -06 was published on [● for example, the official website of JSC "O'zbekiston Temir Yullari"].
- 4.2 As a result of the pre-procurement activities for testing the supplier market - the publication of requests for expressions of interest REOI and the collection of responses from potential and interested suppliers in the period from 06/27/2022 to 07/04/2022 - 7 (seven) expressions of interest from potential suppliers were received. Based on the received expressions of interest from potential suppliers, the technical conditions of the lot available on the market, the criteria applicable to the market for comparing proposals from potential suppliers and market benchmarks for specifying starting values in the tender were clarified, which together is aimed at ensuring the greatest possible competition between suppliers and obtaining the most favorable conditions for JSC "O'zbekiston Temir Yullari".
- 4.3 The tender procedure consists of 2 stages of evaluation and submission of one envelope containing the Technical and Financial bids at the same time:

The 1st stage is intended to open the Technical bids and documents confirming the qualifications of the tenderers, to assess compliance with the qualification requirements and evaluate the Technical bids, to negotiate, clarify the Technical Specification and/or Technical bids and clarify the terms of the Contract, when necessary.

At the 2nd stage Financial bids are opened, they are evaluated, and the terms of the draft Contract (Annex #13) are clarified, when necessary.

5. Procurement object

The procurement object are:

- 5.1 delivery of 34 new electric trains;
- 5.2 supply of equipment necessary for the maintenance of electric trains;
- 5.3 supply of a stock of spare parts necessary for the maintenance of electric trains;
- 5.4 training of the Customer's personnel in the operation and maintenance of the supplied electric trains;
- 5.5 The procurement object, consisting of clauses 5.1, 5.2, 5.3 and 5.4, is divided into 3 (three) successive delivery lots:
 - 5.5.1 Delivery lot No. 1 consists of 10 (ten) electric trains and the supply volume proportional to them from paragraphs 5.2, 5.3 and 5.4 of these Rules;
 - 5.5.2 Delivery lot No. 2 consists of 12 (twelve) electric trains and the delivery volume proportional to them from paragraphs 5.2, 5.3 and 5.4 of these Rules;
 - 5.5.3 Delivery lot No. 3 consists of 12 (twelve) electric trains and the delivery volume proportional to them from paragraphs 5.2, 5.3 and 5.4 of these Rules.
- 5.6 documentation on regional electric trains;
- 5.7 a draft contract for loan-based financing, including the parameters of loan-based financing, between the Customer and the funding entity involved by the Tenderer to ensure the fulfillment of the Customer's obligations under the Contract for the procurement of all objects specified in paragraphs 5.1 - 5.5 above.
- 5.8 The technical characteristics of the regional electric train are detailed in the Technical Specification (Annex #2).
- 5.9 The preliminary terms of the supply contract are included in the draft Contract (Annex #13).
- 5.10 The terms written in capital letters in these rules and annexes thereto have the same meaning as in the draft Contract (Annex #13).

6 Rules of communication with Tenderers

- 6.1 The invitation to participate in the tender procedure and the tender documentation were sent to those Tenderers who expressed their interest by responding by communication to the tender announcement posted on the official website of JSC "O'zbekiston Temir Yullari". Tender documentation was developed and sent in Russian and English.
- 6.2 All communication with Tenderers in writing and/or verbally, in person and/or via digital communication channels: clarifications and comments, requests and answers, additional information, notices of changes, etc. - will be carried out in English and Russian languages, while the Russian version of the documents and the Russian language will play a predominant role. The Tenderer shall be fully responsible for attracting resources to provide translation of documentation and translation of oral communication from Russian into a language convenient for the Tenderer. All translation costs are the responsibility of the Tenderer.

- 6.3 Any additional information that will be provided by the Customer as part of the tender under the rules of this procurement documentation will be sent to all tenderers who were provided with this procurement documentation upon their request.
- 6.4 The Tenderer may request additional information, send a clarification to the request of the Customer, etc. taking into account these rules, by sending information in English or Russian by mail (to the address specified in chapter 2 of these Rules) or by e-mail (which is indicated in chapter 3 of these Rules), indicating in the request the name and identification number of the tender procedure. The Tenderer is fully responsible for compliance with the deadlines for receipt of information sent by him, taking into account these rules.
- 6.5 Any additional information on the requirements included in the rules regarding the preparation, submission and evaluation of tenders will be provided by the Customer as soon as possible, but no later than 4 (four) days before the deadline for submission of tenders, if the Tenderer has requested additional information in a timely manner. information. The Customer will provide responses only to such information requests from Tenderers that are directly related to these rules and the procedure for submitting tenders from Tenderers.
- 6.6 The customer, in agreement with the Procurement Commission, has the right to make a decision to amend the procurement documentation for the tender procedure no later than one business day before the deadline for submitting tenders for participation in the tender procedure. At the same time, the deadline for submitting tenders in this tender procedure is extended by at least 10 (ten) working days. At the same time, changes are made to the announcement of the tender procedure, if the information specified in the announcement has been changed. Changing the name of goods (works, services) is not allowed.
- 6.7 In order to ensure prompt communication between the Customer and the Tenderers, the Customer may use e-mail for communication by sending the information from the e-mail address of the Customer's contact person specified in chapter 3 of these rules to the e-mail address that the Tenderer indicated as the contact person's e-mail address in its tender for participation in this tender procedure, or, in the event of a change in the e-mail address indicated in the tender, to the e-mail address of the contact person of the Tenderer, which the Tenderer additionally informed the Customer, observing the rules of communication, after submitting its tender.

Any requests for additional information that the Customer receives electronically from the e-mail address of the Tenderer's contact person to the e-mail address of the Customer's contact person specified in chapter 3 of these rules will be considered officially submitted. Information sent by e-mail will be considered received on the next business day after it is sent.

II TENDERS AND THEIR SUBMISSION

7 Requirements for the submission and submission of tenders

- 7.1 The tender and the documents attached to it must comply with the requirements of these rules. Copies of all documents included in the original tender can be certified by one general certificate confirming the conformity of the copies with the original documents included in the tender.

- 7.2 The Tenderer must submit the tender in 3 (three) copies: 1 (one) original of the tender and 2 (two) copies, placing the documents in the order specified in paragraphs 12.1 and 13.1 of these rules, also indicating their contents. The original tender must also be submitted as a scanned version in PDF format on a computer medium (USB stick).

The tender must be placed in a sealed package (envelope), which indicates:

- 7.2.1 name and address of the Customer:

Republic of Uzbekistan, Tashkent, st. Taras Shevchenko, 7, 100060

Joint Stock Company "O'zbekiston Temir Yullari";

- 7.2.2 name and address of the Tenderer;

- 7.2.3 name, surname, telephone and e-mail address of the Tenderer's contact person;

- 7.2.4 special note:

for the Technical bid:

"Technical bid for the tender procedure "Supply of electric 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".

and for the Financial bid:

"Financial bid for the tender procedure "Supply of electric 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".

- 7.3 The packaging (general envelope) must contain:

- 7.3.1 original tender (with the note "ORIGINAL"),

- 7.3.2 copies of the tender (with the note "COPY"), the correctness of which, in accordance with clause 7.1 of these rules, has been certified by the Tenderer,

- 7.3.3 a scanned version of the original tender on a computer medium (USB stick, on the envelope of which the name of the Tenderer and the procurement identification number are indicated),

- 7.3.4 original bid bond in the form of a bank guarantee or insurance policy that meets the requirements of chapter 13 of these rules.

- 7.4 The original tender and each copy must be bound, numbered and stapled in accordance with the requirements of paragraph 7.2 these rules. The tender documentation must be stapled in such a way as to exclude the possibility of separation of the sheets without damaging them. The bid bond must be submitted as a separate, unbound and unfastened document, together with the Technical and Financial bids.

- 7.5 Tender documentation must be in English and Russian. If any tender document (e.g. Certificates) is submitted in another language, it must be accompanied by an English and Russian translation certified by the Tenderer. All expenses for the translation of tender documents from English into Russian or from any other language into English and Russian, as well as for the certification of such translations, shall be borne by the Tenderer. If the Tenderer submits the tender documentation in the form of a single

stitched or fastened package of documents, the Tenderer has the right to confirm the correctness of the translation of all documents submitted in such a package with one certificate, which is included in the tender. In case of contradictions between the original and copies of the tender, the original tender shall be taken into account.

- 7.6 The tender must be signed by a person entitled to represent the Tenderer. If the documents are signed by an authorized person of the Tenderer, the original or a copy of the relevant power of attorney must be attached to the tender documentation, the correctness of which must be certified in the manner specified in paragraph 7.1 these rules. The power of attorney must clearly define the scope of rights and obligations granted to the authorized person.
- 7.7 The Tenderer may withdraw a submitted tender prior to the deadline for submission of Tenders, subject to the communication rules, by submitting a document submitted as a "Tender Withdrawal" in the form provided in Annex #12. The tender withdrawal must be placed in a sealed package that indicates:
- 7.7.1 name and address of the Customer:
Republic of Uzbekistan, Tashkent, st. Taras Shevchenko, 7, 100060
Joint Stock Company "O'zbekiston Temir Yullari";
- 7.7.2 name and address of the Tenderer;
- 7.7.3 name, surname, telephone and e-mail address of the Tenderer's contact person;
- 7.7.4 special note:
"Technical bid for the tender procedure "Supply of electric trains (EMU), spare parts and equipment necessary for their maintenance, training of personnel and a source of loan-based financing." WITHDRAWAL. Procurement identification number PIU-06".
and
"Financial bid for the tender procedure "Supply of electric trains (EMU), spare parts and equipment necessary for their maintenance, personnel training and a source of loan-based financing". WITHDRAWAL. Procurement identification number PIU-06".
- 7.8 The Customer shall only accept for consideration those tenders, comments, clarifications to tenders and tender withdrawals that have been submitted in such a way as to prevent access to the information included in the tender before the time of opening the tenders (for example, which were executed in accordance with the requirements of this section and the integrity of the packaging of which is not violated).
- 7.9 Within the framework of this tender procedure, the Tenderer can submit only one tender for the entire object of the tender procedure, containing both the Technical bid and the Financial bid. The Tenderer is not permitted to submit variants of tenders and/or variants of the Technical bid and/or Financial bid.
- 7.10 Compensation is not made to the Tenderer for the submitted tender. The Tenderer shall cover all costs associated with the preparation of its tender and its submission to the Customer at its own expense.

- 7.11 Tender documents must be written in clear, legible font - preferably Arial or Times New Roman font, size from 10 to 12 - and be without comments and/or without unaccepted corrections (both on paper and in digital format).
- 7.12 The tender should generally be based on an Electric Train Concept (EMD) unless it conflicts with the requirements of the Technical Specification. The tenders do not have specific upper limit on the number of pages or words, but the information included in the tender must be applicable to the subject matter of the procurement and the course of the tender procedure; tenders should avoid verbosity and vague statements in the text as much as possible. The Tenderer is solely responsible for strictly adhering to the principle of a rational amount of information, based on generally accepted business practices and common sense.

8 Requirements for Tenderers

- 8.1 The tender must be submitted by the Tenderer named in the invitation to the tender procedure. The Tenderer must be a manufacturer of rolling stock with experience in design, production and homologation of rolling stock for 1520 mm gauge. The Tenderer must comply with the requirements of the tender procedure and all annexes to it. The Customer is interested in attracting suppliers for the production of products at the local level in the Republic of Uzbekistan. The Tenderer is invited to present a concept for the localization of production, including an assessment of the potential level of localization.
- 8.2 The Tenderer must select and attract a funding entity that guarantees to provide loan-based financing to the Customer for the fulfillment of the obligations of the contract for the procurement of 34 electric trains (Annex #13), taking into account the involvement of an export credit agency (ECA), if its tender is selected as the tender that won the tender procedure, subject to the terms and conditions set forth in these rules, and subject to the parameters of the Tenderer's Financial bid.
 - 8.2.1 The Tenderer must ensure the organization of interaction and document flow between the funding entity involved by him and the Customer at the stage of preparing its Financial bid, and to create all the conditions necessary for the funding entity involved by him to analyze the financial situation of the Customer.
 - 8.2.1.1 At the same time, the Customer reserves the right to provide information requested by the funding entity involved by the Tenderer, on terms equal to all Tenderers, subject to restrictions on the composition and content imposed by the legislation of the Republic of Uzbekistan and corporate regulations of the Customer.
 - 8.2.1.2 At the same time, the Customer reserves the right to provide information requested by the funding entity involved by the Tenderer, not earlier than 5 working days from the moment of the request by the Tenderer.
 - 8.2.2 The Tenderer undertakes to ensure and independently exercise full control over the development of financing parameters by the funding entity attracted by it, considering the requirements, provisions and conditions set forth in these rules.
 - 8.2.3 The Tenderer undertakes, in case its tender is selected as the winning tender, to organize and provide full assistance in the negotiations and signing of the

contract for financing between the funding entity attracted by him and the Customer.

- 8.2.4 The draft contract for loan-based financing between the funding entity involved by the Tenderer and the Customer for the fulfillment of its obligations under the contract for the procurement of 34 electric trains (Annex #13) is an integral part of the Tenderer's Financial bid.

9 Confidentiality of tenders

- 9.1 The Tenderer has the right to indicate in its tender that the tender or any part of it is considered confidential and should not be disclosed to third parties. The above obligation of non-disclosure does not apply if disclosure of information is required in accordance with the laws and regulations of the Republic of Uzbekistan or court decisions.

10 Changes in the activities of the Tenderer

- 10.1 The Tenderer is obliged to promptly inform the Customer of such changes in the activities or organizational structure of the Tenderer that may affect the fulfillment of obligations arising from the Contract or are related to the Tenderer's qualifications under this tender procedure, and ensure that the result of the changes is equivalent or exceeded the condition/situation that was assessed at stage 1 of this tender procedure. If the Tenderer did not report the changes and/or did not ensure their compliance with the information provided during the first round of this tender procedure, the Customer has the right to remove this Tenderer from further participation in the tender procedure.

11 Tender validity period

- 11.1 The tender must be valid until the earliest of the following events:
- 11.1.1 12 (twelve) months have elapsed from the date of opening of the Technical bids, unless the term of validity of the tender has been extended in accordance with the procedure established in paragraph 11.2 of these rules; or
 - 11.1.2 within the framework of this tender procedure, the Contract was concluded.
- 11.2 If the Contract cannot be concluded during the validity of the tender for objective reasons, the Customer may request an extension of the validity of the tender in writing. If the Tenderer agrees to extend the validity of the tender, it must notify the Customer in writing. If the validity period of the tender is not extended, the relevant Tenderer shall be excluded from participation in this tender procedure.

12 Content of the Technical bid

- 12.1 The Technical bid must include the following documents:
- 12.1.1 the tender for participation in the tender procedure in the form in accordance with Annex #1 to these rules, containing, among other things, information on compliance with the qualification requirements for the Tenderer; the tender must be signed by an official of the Tenderer who has the right to sign, or an

authorized person; if the tender is signed by an authorized person, it must be accompanied by the original or a copy of the power of attorney drawn up in accordance with the requirements of paragraph 7.1;

- 12.1.2 the Technical bid of the Tenderer, comments on items based on the Technical Specification (Annex #2); and on electricity consumption in accordance with the definition given in Annex #3 to these rules and Annex #9 to the draft Contract (Annex #13);
- 12.1.3 information on the maintenance of new electric trains, including recommendations for adapting the Customer's train repair depot to the maintenance of electric trains (EMU), which will be delivered in accordance with the provisions of paragraph 12.4 of these rules and the requirements included in Annex #3 to these rules;
- 12.2 The Technical bid of the Tenderer must be prepared for the entire scope of procurement and work in accordance with the Technical Specification (Annex #2 to these rules) and must include a technical description of the procurement object offered by the Tenderer, which contains information and a description of the implementation of each section of the Technical Specification , as well as a detailed work schedule in the form given in Annex #4. The technical description should contain references to technical standards, if applicable and necessary.
- 12.3 The Technical bid must be accompanied by other descriptions and layout drawings or any additional documents that the Tenderer considers necessary or may be necessary for the evaluation of its tender.
- 12.4 Tenderers shall examine the Customer's train repair depots and, in accordance with the Guidelines for preparing information (Annex #5), prepare information on adapting the Customer's train repair depot to the maintenance of supplied electric trains (EMU).
- 12.5 The Tenderer can get acquainted with the available train repair depot. Place, date and time will be specified by the Customer additionally.

13 Contents of the Financial bid

- 13.1 The Financial bid must include the following documents:
 - 13.1.1 the tender for participation in the tender procedure (according to the form in accordance with Annex #1 to these rules). The specified tender must be signed by an official of the Tenderer who has the right to sign, or an authorized person. If the tender is signed by an authorized person, it must be accompanied by the original or a copy of the power of attorney drawn up in accordance with the requirements of paragraph 7.1;
 - 13.1.2 the Financial bid of the Tenderer in the form given in Annex #6 to these rules;
 - 13.1.3 delivery schedule for 34 new electric trains (EMU) (according to the form given in Annex #4 to these rules), taking into account the provisions of clause 5.5 of these rules, including the delivery schedule for electric trains preferred by the Customer, which is given in Annex #7 to this document;
 - 13.1.4 Bid bond (if the bid bond is a bank guarantee, then in the form given in Annex #9 to these rules "Bid bond – bank guarantee", and if the bid bond is an

insurance policy, then in the form given in Annex #10 to these rules "Bid bond - insurance policy", with the attachment of a document confirming the payment of the insurance premium), corresponding to the provisions of chapter 14 of these rules.

- 13.1.5 Non-Disclosure Agreements (NDA) between the Customer and the Tenderer, and separately between the Customer and the funding entity, engaged by the Tenderer to finance the Customer's obligations to procurement 34 electric trains.
- 13.1.6 Draft contract for loan-based financing for the procurement of electric trains between the Customer and the funding entity engaged by the Tenderer, while the contract for loan-based financing should be structured into 3 separate loan amounts for 3 separate batches of delivery of electric trains, subject to the terms and conditions below:
 - 13.1.6.1 the first separate loan amount to finance the procurement of 10 electric trains, for which the financing period starts from the first day of fulfillment of obligations under the contract for the supply of the 1st electric train;
 - 13.1.6.2 the second separate loan amount to finance the procurement of 12 electric trains, for which the financing period starts from the first day of fulfillment of obligations under the supply contract for the 11th electric train;
 - 13.1.6.3 the third separate loan amount to finance the procurement of 12 electric trains, for which the financing period starts from the first day of fulfillment of obligations under the supply contract for the 23rd electric train;
 - 13.1.6.4 financing parameters for each individual loan amount, from the above, may differ or be similar at the discretion of the funding entity engaged by the Tenderer, taking into account the evaluation criteria;
 - 13.1.6.5 financing parameters should take into account that payments for loan-based financing for the procurement of 34 electric trains will be made at the expense of the Customer's own funds with the provision of a state guarantee of the Republic of Uzbekistan.
- 13.2 Prices and amounts in the Financial bid of the Tenderer must be indicated in USD (US dollars) on the terms of delivery Incoterms 2020 CIP - Tashkent (Chukursai station). When specifying prices and amounts, numbers must be rounded to the nearest USD cent. The price in the tender must include all expenses of the Tenderer related to the execution of the contract on the terms of delivery Incoterms 2020 CIP - Tashkent (Chukursai station). The prices indicated in the tender shall be binding on the Tenderer submitting the relevant tender and shall be fixed until the completion of the Contract. In the case of technical changes agreed by the Customer, a price reduction or increase must be discussed and agreed between the parties.

14 Bid bond

- 14.1 When submitting the Financial bid, the Tenderer must submit a bid bond in the amount of USD 4,000,000 (four million USD).
- 14.2 The collateral obligation must be in the form of a demand guarantee issued by a bank or financial body (i.e. an insurance company) and the bank or financial body must in any event have a minimum rating of 'A-' with a stable outlook from Standard & Poor's or a comparable rating from other rating institutions such as Moody's or Fitch.
- 14.3 Bids without the bid bond will be rejected.
- 14.4 The bid bond must be valid for at least the duration of the tender plus 30 (thirty) days.
- 14.5 The bid bond must be valid for the shortest of the following periods:
 - 14.5.1 the term of validity of the tender, specified in chapter 11 of these rules, or any extension of the validity of the tender, which the Tenderer and the guarantor or insurer informed the Customer in writing;
 - 14.5.2 before the conclusion of the Contract with the winner of the tender procedure or the presentation by the winner of the tender procedure of a guarantee of the performance of the Contract;
- 14.6 The Customer must return the bid bond for the tender to the Tenderers within 5 (five) working days after the conclusion of the Contract with a winner of the tender procedure.
- 14.7 If the Tenderer agreed to extend the term of the tender in accordance with paragraph 11.2 of these rules, it must accordingly extend the term of the bid bond and, within 15 (fifteen) days from the date of receipt of the consent of the Tenderer, submit to the Customer changes in the bid bond in terms of extending its term validity for an extended tender period. If the validity of the tender is not extended, the bid bond is returned to the Tenderer, and this Tenderer is excluded from participation in this tender procedure.
- 14.8 The Bid bond should provide for the payment of the amount of the bid bond to the Customer in the following cases:
 - 14.8.1 the Tenderer withdraws its tender while the bid bond for participation in the tender procedure remains in force;
 - 14.8.2 the Tenderer, whose tender was given preference in accordance with the selection criteria, did not submit, within the time limit set by the Customer, the bid bond for participation in the tender procedure specified in the tender documents and the bid bond for the performance of the Contract specified in the supply Contract;
 - 14.8.3 the winner of the tender procedure does not sign the Contract within the time period set by the Customer.
- 14.9 If the bid bond is presented as a guarantee of a credit institution, it must also comply with the following requirements:
 - 14.9.1 the Customer shall not demand from the Tenderer the amount of the guarantee before presenting its demand to the supplier of such a guarantee;
 - 14.9.2 the guarantee must be irrevocable;
 - 14.9.3 claims and disputes related to this guarantee are subject to resolution in the courts of the Republic of Uzbekistan. The guarantee is subject to the Uniform

Rules of the International Chamber of Commerce for Demand Guarantees, ICC Publication No. 758, hereinafter referred to as URDG 758. All matters not regulated by URDG 758 are governed by the laws and regulations of the Republic of Uzbekistan.

- 14.10 If the bid bond is presented as an insurance policy, it must also meet the following requirements:
- 14.10.1 the Customer shall not require the amount of the bid bond from the Tenderer before the claim is submitted to the insurer;
 - 14.10.2 the insurance policy must be valid from the moment the tender is opened, i.e. the insurance premium must be paid when the tender is submitted, as evidenced by the document certifying payment, which is included in the tender;
 - 14.10.3 the insurance policy must be irrevocable;
 - 14.10.4 claims and disputes related to this insurance policy are subject to resolution in the courts of the Republic of Uzbekistan in accordance with the laws and regulations of the Republic of Uzbekistan.
- 14.11 The bid bond must use the templates provided in Annex #9 or Annex #10. The bid bond must not include other provisions that impose any additional obligations or restrictions on the Customer.

15 Submission and opening of tenders

- 15.1 The Technical bid and the Financial bid must be submitted to the Customer in Joint Stock Company "O'zbekiston Temir Yullari" at the address: 100060, Tashkent, st. T. Shevchenko, 7. The date until which proposals are accepted and contact details are indicated in the tender announcement.
- 15.2 Clarifications to the Technical and/or Financial bid or their withdrawal must be submitted to the Customer to the Joint Stock Company "O'zbekiston Temir Yullari" at the address: 100060, Tashkent, st. T. Shevchenko, 7.
- 15.3 If tenders are finalized as a result of the Stage 1 negotiations, then the tender amendment or withdrawal must be submitted to the Customer within the period specified by the Customer additionally during Stage 1 and tender adjustments. Submission of clarifications is carried out in accordance with the provisions of chapter 7 of these rules to the Joint Stock Company "O'zbekiston Temir Yullari" at the address: 100060, Tashkent, st. T. Shevchenko, 7. Details of contacts are indicated in an additional invitation from the Customer.
- 15.4 The Customer's premises have an authorized access control, therefore the Tenderer must submit a visit demand in advance, indicating the planned time of arrival and the name and surname of the contact person specified in chapter 3 of these rules, and upon arrival it must have an identity document. If the Tenderer uses the services of other persons to submit the tender, make comments and/or clarifications to the tender or withdraw the tender (sent by mail or by courier), it is responsible for the timely delivery of tender documents to the Customer before the deadline for submission.
- 15.5 Tenders submitted before the deadline for submitting tenders and delivered to the specified address are not returned and are stored in accordance with the requirements of the Law of the Republic of Uzbekistan on Public Procurement. A

tender submitted by any Tenderer is returned if the Tenderer withdraws it before the deadline for submission of competitive tenders.

- 15.6 When registering the tender, comments and/or clarifications to the tender or withdrawing the tender, a representative of the Customer registers them, indicating the date and time of filing, the name of the Tenderer and makes a note if the submitted tender, comments and/or clarifications to the tender or withdrawal of the tender does not comply with the requirements of chapter 7 of these rules.
- 15.7 A tender withdrawn by any Tenderer before the deadline for submitting tenders or received by the Customer after the deadline for submitting tenders will not be considered and will be returned or sent back to the Tenderer unopened. Those tenders, comments and/or clarifications to them or tender withdrawals that do not comply with the requirements of chapter 7 of these rules will not be considered and will be returned or sent back to the Tenderers in unopened form.
- 15.8 Those Technical bids, comments and/or clarifications to them or reviews that will comply with the requirements of chapter 7 of these rules will be opened in the premises of the Joint Stock Company "O'zbekiston Temir Yullari" at the address: Tashkent, st. T. Shevchenko, 7, date of opening, details of the place and contacts are indicated in the announcement, Tenderers who submitted tenders have the right to be present at the opening of Technical bids. Tenders are opened in the following order: submitted tenders are opened in the order in which they were submitted, and documents submitted by one Tenderer (the tender, comments and/or clarifications, withdrawal) are opened in reverse order (starting from the last one received). At the opening of the Technical bids, the following parameters will be announced and recorded in the minutes:
 - 15.8.1 Number in order;
 - 15.8.2 Whether the Technical bid is opened, comments and/or clarifications to it, or feedback;
 - 15.8.3 Date and time of submission of the Technical bid, comments and/or clarifications to it or feedback;
 - 15.8.4 Name of the Tenderer;
 - 15.8.5 Whether a bid bond is submitted and in what form it is submitted (a guarantee from a credit institution or an insurance policy);
- 15.9 Those Financial bids, comments and/or clarifications to them or a response that will comply with the requirements of chapter 7 of these rules will be opened at the premises of the Joint Stock Company "O'zbekiston Temir Yullari" at the address: Tashkent, st. T. Shevchenko, 7, date of opening, details of the place and contacts are indicated in the announcement, Tenderers who submitted tenders have the right to be present at the opening of Financial bids. Tenders are opened in the following order: submitted tenders are opened in the order in which they were submitted, and documents submitted by one Tenderer (the tender, comments and/or clarifications, withdrawal) are opened in reverse order (starting from the last one received). At the opening of Financial bids, the following parameters will be announced and recorded in the minutes:
 - 15.9.1 Number in order;
 - 15.9.2 Is the Financial bid open, comments and/or clarifications to it or feedback;

- 15.9.3 Date and time of submission of the Financial bid, comments and/or clarifications to it or withdrawal;
- 15.9.4 Name of the Tenderer;
- 15.9.5 Whether a bid bond is submitted and in what form it is submitted (a guarantee from a credit institution or an insurance policy).
- 15.10 If the tenders are specified as a result of negotiations, then the specified tenders or response, which will comply with the requirements of chapter 7 of these rules, are opened immediately after the expiration of the period specified in the additional invitation to submit clarifications.
- 15.11 Minutes of the tender opening meetings will only be available to those Tenderers who have been invited to submit tenders or clarifications thereto in accordance with these rules.
- 15.12 Tenders shall be opened within five (5) working days after the deadline for submitting tenders, unless otherwise announced by the Customer.

III EVALUATION OF TENDERS, NEGOTIATIONS AND SELECTION OF A TENDERER

16 General Rules for Evaluating Tenders, Negotiations with Tenderers and Selecting a Tenderer

- 16.1 Tenders are evaluated, and the decision on the winner of the tender procedure is made by the Customer in accordance with the current laws and regulations of the Republic of Uzbekistan and the requirements established by these rules.
- 16.2 The customer checks the completeness of the composition of tenders, evaluates the qualifications of Tenderers, evaluates Technical and Financial bids, and selects tenders at a closed meeting.
- 16.3 If the Customer doubts the authenticity of any copy of the submitted document, it must ask the Tenderer to submit or show the original document.
- 16.4 The Customer may ask the Tenderer or the competent authority to complete or clarify the tender documents. The Tenderer is obliged to make the above additions and provide the above clarifications. If the Tenderer does not make additions or does not provide clarifications, the Customer has the right to remove this Tenderer from further participation in the tender procedure.
- 16.5 The Customer has the right to invite an expert/s, adviser/s in the process of evaluating tenders.
- 16.6 The Customer has the right to remove a Tenderer from participation in the tender procedure if, at any stage of the evaluation, it finds that the given Tenderer has provided false information.
- 16.7 The Customer evaluates tenders in the manner prescribed in chapters 17, 18, 19, 20 and 21 of these rules, at each subsequent stage, evaluating only those tenders that were not rejected at the previous stage.
- 16.8 Negotiations with Tenderers must be recorded on audio/video media. Recording of negotiations is provided by the Customer. The summary minutes of the negotiations

must be in writing and constitute the final tender of the Tenderer, together with all documentation submitted by the Tenderer.

- 16.9 The draft Contract attached to these rules may be changed only during negotiations and only on condition that the changes were made to meet the needs of the Customer, the effective use of its funds and with equal treatment of all Tenderers who submitted tenders.
- 16.10 The customer has the right to request written clarifications from the Tenderer regarding the documents submitted by the Tenderer.
- 16.11 The customer selects a tender in accordance with the provisions specified in chapters 18, 19, 20 and 21 of these rules.
- 16.12 The Purchaser reserves the right to give additional notice to Tenderers of the period of time required to evaluate the Technical and Financial bids, in which case the total period from the opening of tenders to the announcement of the evaluation results of the Technical and Financial bids shall not exceed 45 days in total.

17 Tenderers' Credentials

- 17.1 The Customer evaluates information on compliance with the qualification requirements of those tenders that meet the requirements of chapter 7.
- 17.2 Information to substantiate the Tenderer's compliance with the qualification requirements is provided by the Tenderer in the tender (Annex #1).
- 17.3 The Customer evaluates the Tenderer's compliance with the qualification requirements on a binary basis: "meets" or "does not meet" for each criterion in each section and/or table specified in the "Qualification Criteria" (Annex #8).

18 Evaluation of Technical bids and negotiations on them

- 18.1 The Customer evaluates those Technical bids that were opened in accordance with the requirements of paragraph 15.9 of these Rules.
- 18.2 The Customer must check the availability and compliance of the Technical bids:
 - 18.2.1 check whether the Technical bid has been prepared and submitted in accordance with the submission requirements specified in chapter 7 of these rules;
 - 18.2.2 check whether the Tenderer complies with the requirements of chapter 8 of these rules;
 - 18.2.3 check whether the Technical bid specifies a validity period that meets the requirements of chapter 11 of these rules;
 - 18.2.4 evaluate the Technical bids of Tenderers, checking their compliance with the requirements of these Rules and the Technical Specification.
- 18.3 Tenders that do not meet the requirements of this tender documentation are rejected.
- 18.4 The Customer has the right to invite Tenderers to negotiate the Technical bid to clarify the tenders submitted by the Tenderers.

- 18.5 If during the negotiations the Customer considers it necessary to make changes to the Technical Specification, the terms of the Contract or other provisions of these rules, the Customer informs all Tenderers about this and provides them with equal opportunities to make changes and additions to their Technical bids in accordance with the changes of the Customer.
- 18.6 The Customer may invite all Tenderers to submit improved Technical bids also if no changes are made to the Technical Specification, the terms of the Contract or other provisions of these rules during the negotiations.
- 18.7 After the evaluation of the Technical bids, the Customer invites all Tenderers whose submitted Technical bids were found to be compliant to participate in the opening of Financial bids.

19 Evaluation of Financial bids

- 19.1 The Customer evaluates those Financial bids that were opened in accordance with the requirements of paragraph 15.9 of these Rules.
- 19.2 The Client must check the availability and compliance of the Financial bids:
 - 19.2.1 check whether the Financial bid has been prepared and submitted in accordance with the submission requirements specified in chapter 7 of these rules;
 - 19.2.2 check whether the Tenderer complies with the requirements of chapter 8 of these rules;
 - 19.2.3 check whether the Financial bid specifies a validity period that complies with the requirements of chapter 11 of these rules;
 - 19.2.4 check whether the Tenderer has submitted a bid bond in accordance with the requirements of chapter 14 of these rules;
 - 19.2.5 evaluate the Financial bids of Tenderers, checking their compliance with the requirements of these rules and the Technical Specification.
 - 19.2.6 the Customer has the right to skip the stage of consideration and evaluation and reject as improper those tenders that do not comply with the requirements of these rules.
- 19.3 The Customer has the right, at its discretion, to require tenderers who submitted tenders that do not meet the requirements of any subparagraph of chapter 14 of these rules to eliminate discrepancies, if the Customer considers this reasonably possible and appropriate. If the Tenderer eliminates the inconsistencies in the tender within the time period set by the Customer, then its tender will be evaluated in accordance with these rules.
- 19.4 The Customer has the right to correct arithmetic errors in the Financial bid, informing the Tenderer of the corrections made. Arithmetic errors must be corrected prior to comparing Financial bids. The Customer will correct errors as follows:
 - 19.4.1 if there is a discrepancy between the unit price and the total price obtained by multiplying the unit price and the amount, then the unit price should be taken into account and the total price corrected. If, in the opinion of the Customer, there is a clear error in the unit price, the total price shall be taken into account as provided and the unit price shall be corrected;

- 19.4.2 if an error is made in the total price, when adding or subtracting subtotals, the subtotal should be taken into account and the total price adjusted;
- 19.4.3 in the event of a discrepancy between words and figures, the word amount shall prevail, unless the word amount contains an error, in which case the figure amount shall be taken into account (in accordance with the provisions of sub-clauses 18.2.1 and 18.2. 2).
- 19.5 If, in evaluating the Financial bid, the Customer determines that any parameter in the Financial bid may be abnormally low or abnormally high compared to the current analysis of market parameters, it shall ask the Tenderer to provide a detailed explanation of the conditions and price assumptions for such parameters used in the preparation Financial bid. If the Tenderer cannot prove that it has such distinctive conditions and/or innovative technologies, and / or distinctive properties of the objects described by these parameters that allow him to make a Financial bid for these parameters in the proposed range, the Customer recognizes such a Financial bid as anomalous and may terminate its further evaluation.
- 19.6 The customer has the right to invite Tenderers to negotiations to clarify the Financial bid in order to clarify the rationale for the parameters that affect the indicators of chapter 21.
- 19.7 If during the negotiations the Customer considers it necessary to amend the terms of the Contract or other provisions of these rules, the Customer informs all Tenderers about this and provides them with equal opportunities to make changes and additions to their Financial bids in accordance with the changes of the Customer.
- 19.8 If there is an objective reason, the Customer may invite all Tenderers to submit updated Financial bids.

20 Tender Selection Criteria

- 20.1 The criterion for selection of tenders is the most economically advantageous tender.
- 20.2 The most cost-effective tender is determined based on a scoring system of two parameters:
 - 20.2.1 unit costs over the life cycle (30 years) of one passenger seat in an electric train, while unit costs are estimated on the basis of the total cost of ownership, where the lowest price for an electric train is not a guarantee of awarding a Contract;
 - 20.2.2 the level of full payments by the Customer in the first 10 years to the account of the funding entity involved by the Tenderer in accordance with the provisions of these rules.

21 Evaluation of the most cost-effective tender

- 21.1 The Customer shall consider those Financial bids that, during the evaluation, were found to comply with the requirements established in these rules.
- 21.2 The most cost-effective tender will be determined according to the following evaluation criteria:

| No. | Criterion | Maximum points possible | Scoring Formula |
|--------------|---|-------------------------|---|
| 1. | C - average total cost per seat in an electric train per year in accordance with the Tenderer's Financial bid | 85 | $\frac{\min C_i}{C_k} \times 85$ <p>where: <i>m</i> is the number of all submitted tenders. <i>C_i</i> is the set, with power <i>m</i>, of the average total costs per place in the tenders. <i>C_k</i> – average total expenses per place in the <i>k</i>-th tender.</p> |
| | | | <p>At the same time, the following is subtracted from the sum of points for C:</p> <p>3 (three) points if the Tenderer answers "NO" to item 1 of table FIN-16 in the Financial bid (Annex #6)</p> <p>1 (one) point if the Tenderer answered "YES" to item 1 of the FIN-16 table in the Financial bid, and at the same time answered "NO" to item 2 of the FIN-16 table in the Financial bid (Annex #6)</p> <p>1 (one) point if the Tenderer answered "YES" to item 1 of the FIN-16 table in the Financial bid, and at the same time answered "NO" to item 3 of the FIN-16 table in the Financial bid (Annex #6)</p> |
| 2. | FR - the amount of payments by the Customer for a period of 10 years to the account of the funding entity and/or entities for financing the contract for the supply of 34 electric trains | fifteen | $\frac{\min FR_i}{FR_k} \times 15$ <p>where: <i>m</i> is the number of all submitted tenders. <i>FR_i</i> is the set, with power <i>m</i>, of amounts paid by the Customer in the first 10 years to the funding entity in the tenders. <i>FR_k</i> is the amount of payments by the Customer in the first 10 years to the account of the funding entity in the <i>k</i>-th tender.</p> |
| Total | | 100 points | |

- 21.3 The Tenderer shall calculate, and the Customer reserves the right to check the correctness of the calculation, the average total cost per seat in the electric train per year - C - based on the data provided by the Financial bid (Annex #6) according to the following formula:

$$C = A + PM + ECC + FIN$$

where:

A - average total costs per seat in an electric train per year from the moment of delivery of all 34 electric trains, including the amount of expenses for equipment necessary for servicing electric trains, stock of spare parts, technical documentation and staff training, which are calculated by the formula:

$$A = \frac{A1 + A2 + A5}{30 \times N} + \frac{A3 + A4}{5 \times N}$$

where:

A 1 - price of 34 electric trains,

A 2 - expenses for the equipment necessary for servicing 34 electric trains;

A 3 - stock price of spare parts required for corrective maintenance (unscheduled repair) of 34 electric trains - to eliminate damage caused by force majeure, accidents and vandalism over a 5-year period, based on the number of spare parts list presented in the Annex #3 to these rules;

A 4 - the price of the stock of spare parts for maintenance during a 5-year period of 34 electric trains;

A 5 - the price of staff training for 34 electric trains;

30 - the service life of the electric train, taken in the calculations;

N - the number of seats in all 34 electric trains, excluding folding seats and places for wheelchairs.

RM is the average total cost per seat in an electric train per year from standard hours of work for the maintenance of all 34 electric trains, including the sums of the cost of major repairs over 30 years, which are calculated by the formula:

$$PM = \frac{PM1 + PM2}{30 \times N}$$

where:

PM 1 - maintenance costs (without major repairs) of all 34 electric trains, (calculations should be based on the fact that the cost per person/hour is 2 USD/hour) for 30 years;

PM 2 - the cost of major repairs of 34 electric trains, according to the proposed maintenance plan (calculations should be based on the fact that the cost per person/hour is 2 USD/hour) for 30 years;

30 - the service life of the electric train, taken in the calculations;

N - the number of seats in all 34 electric trains, excluding folding seats and places for wheelchairs.

ECC - average total cost per seat in a regional electric train per year from the annual electricity consumption of all 34 electric trains, which are calculated by the formula:

$$ECC = 0.05 \times \frac{E}{N \times 30}$$

where:

0.05 - price of 1 kWh in USD;

N - the number of seats in all 34 electric trains, excluding folding seats and places for wheelchairs.

30 - the service life of the electric train, taken in the calculations;

E - total electricity consumption by all 34 electric trains for 30 years, which is calculated by the formula:

$$E = E_{pbn}(+E_{pb}) \times \left(\frac{78000}{L}\right) \times 30 \times q$$

where:

E_{pbn} = energy consumption on the pantograph during "non-braking" on the Tashkent-Hojikent route, while the term "non-braking (traction and coasting)" means that traction and auxiliary systems are on;

E_{pb} = Power consumption on the pantograph during "braking" on the route Tashkent - Hojikent , while the term "braking" means that only auxiliary systems are turned on

L = length in km of route Tashkent- Hojikent;

78000 - average mileage of an electric train for 1 year;

q is the number of delivered electric trains (34);

30 - the service life of the electric train, taken in the calculations.

FIN is the cost of financing one seat on an electric train per year, based on the interest rate offered by the funding entity for a loan to finance all 34 electric trains, which is calculated using the formula:

$$FIN = \frac{F2 - F1}{30 \times N}$$

where:

$F1$ – the total cost of the contract for the supply of 34 electric trains

$F2$ - the total amount of the Customer's payments to the funding entity and/or entities for the entire period of financing the Contract for the supply of 34 electric trains, subject to the terms and conditions of these rules.

- 21.4 The Tenderer must calculate, and the Customer reserves the right to check the correctness of the calculation, the amount of the Customer's payments for the period of the first 10 years to the account of the funding entity involved by the Tenderer - FR - based on the data provided in the Financial bid (Annex #6), including the draft contract between the involved the Customer of the funding entity and the Customer, according to the following formula:

$$FR = \sum_{i=1}^{10} F2_i$$

where:

i is the number of the year in the period of the first 10 years, continuously starting from the first year for which the deviation is estimated.

$F2_i$ – the total amount of the Customer's payments to the funding entity and/or entities in the i - th year of the first 10 years for financing the contract for the procurement of 34 electric trains, in accordance with the payment schedule, which the Tenderer indicates in the Financial bid (Annex #6), with In this case, for any i , the value of $F2_i$ must satisfy the inequality

$$F2_i \leq CFL_i$$

where $CFL_i = 15,000,000$ US dollars is the upper limit of all payments by the Customer in the i -th year under the financing contract for the first 10 years, taking into account the structuring of the contract for financing the procurement of all 34 electric trains for 3 separate financing amounts with different periods and financing parameters.

- 21.5 In accordance with the provisions of Chapter 8, Article 64 and Article 66 of the Law of the Republic of Uzbekistan "On Public Procurement" # ZRU-684 dated April 22, 2021, starting values for the following indicators were determined to evaluate Financial bids:

| No. | Index | Value in USD |
|-----|---|-----------------|
| [1] | [2] | [3] |
| 1. | A1 - price of 34 electric trains | 3 38 542 857.14 |
| 2. | A2 - expenses for the equipment necessary for servicing 34 electric trains; | 21,510,530.25 |
| 3. | A 3+ A 4, where A3 - stock price of spare parts required for corrective maintenance (unscheduled repairs) of 34 electric trains - to eliminate damage caused by force majeure, accidents and vandalism over a 5-year period, based on the number of spare parts list presented in Annex 3 to these rules; A4 is the price of the stock of spare parts for maintenance during a 5-year period of 34 electric trains; | 29,862,270.20 |
| 4. | A5 - staff training price for 34 electric trains; | 307,057.87 |
| 5. | FR – the amount of payments by the Customer for a period of 10 years to the account of the funding entity and/or entities for financing the contract for the supply of 34 electric trains | 150,000,000 |

The Tenderer shall provide the remaining indicators without taking into account the starting values, taking into account the provisions of paragraph 19.5 of these rules and the conditions for comparing financial offers specified in chapter 21 of these rules.

- 21.6 If the Financial bid contains the values of indicators $A1, A2, A3, A4, A5$ and FR is higher than the values specified for these parameters in paragraph 21.5 of these rules, then such a Financial bid is disqualified and withdrawn from further participation in the tender procedure.
- 21.7 The tender that receives the most points will be recognized as the most cost-effective.
- 21.8 The value of indicators $A1, A2, A3, A4, A5$ have a direct impact on the procurement price, as indicated below, and the parameter FR depends on the terms of payment, as indicated below.

- 21.8.1 The procurement price of the entire procurement object is the sum of components A1, A2, A3, A4 and A5 specified in the Financial bid of the Supplier, which is equal to USD xxx (amount in words) according to the terms of delivery of Incoterms 2020 CIP - Tashkent (Chukursai station) and which consists of the following components:
- 21.8.1.1 the total cost of electric trains (which is indicated as A1 in the Financial bid) - USD xxx.
 - 21.8.1.2 the price of equipment required for the maintenance of electric trains (which is indicated as A2.1 in the Financial bid) - USD xxx.
 - 21.8.1.3 spare parts price (which is indicated as sum of A3 and A4 in the Financial bid) - USD xxx.
 - 21.8.1.4 staff training price (which is indicated as A5 in the Financial bid) - USD xxx.
 - 21.8.1.5 The procurement price includes all costs and expenses associated with the fulfillment by the Supplier of the obligations specified in the draft Contract (Annex #13).
- 21.8.2 The Customer shall pay the procurement price to the Supplier as follows and taking into account the conditions for dividing the procurement object into 3 (three) delivery lots in succession, specified in paragraph 5.5 of these rules:
- 21.8.2.1 15% (fifteen percent) of the price of the entire procurement object specified in clause 19.1 of the draft Contract (Annex #13), taking into account the parties described in clause 21.8.2.1 of these rules, is paid by the Customer to the Supplier as the first advance payment within 15 (fifteen) days from the date of submission of the work plan specified in clause 26 of the draft Contract (Annex #13), receipt of an invoice for the advance payment and the irrevocable guarantee of the Supplier in accordance with the provisions of clause 21 of the draft Contract (Annex #13). Having received this advance payment, it is considered that the Customer has paid the Supplier 15% of each component of the price of electric trains.
 - 21.8.2.2 40% (forty percent) of the cost of each electric train, taking into account the lots described in paragraph 21.8.2.1 of these rules, is paid by the Customer to the Supplier as a second advance payment within 30 (thirty) days after the fulfillment of the following conditions:
 - 21.8.2.2.1 factory tests of each regional electric train were successfully completed in accordance with the provisions of chapter 33 of the draft Contract (Annex #13) and
 - 21.8.2.2.2 The Supplier provided the Customer with an irrevocable guarantee for the amount of the advance payment, which complies with the provisions of chapter 22 of the draft Contract (Annex #13), and
 - 21.8.2.2.3 The Supplier presented the Customer with an advance payment invoice that complies with the terms of the draft Contract (Annex #13).

- 21.8.2.3 40% (forty percent) of the cost of each electric train, taking into account the parties described in paragraph 21.8.2.1 of these rules, is paid by the Customer to the Supplier within 30 (thirty) days after signing the act of transfer of a regional electric train in accordance with the terms of the draft Contract (Annex #13) and receipt of the corresponding invoice from the Supplier.
- 21.8.2.4 the remaining 5% (five percent) of the price for electric trains, taking into account the parties described in paragraph 21.8.2.1 of these rules, specified in paragraph 19.1.1 of the draft Contract (Annex #13), are paid by the Customer to the Supplier within 30 (thirty) days after signing the last act of transfer of the regional electric train in accordance with the provisions of chapter 39 of the draft Contract (Annex #13) and receiving the corresponding invoice from the Supplier.
- 21.8.2.5 the remaining 85% (eighty-five percent) of the cost of the equipment required for servicing electric trains specified in clause 19.1.2 of the draft Contract (Annex #13), the Customer pays the Supplier within 30 (thirty) days after the transfer to the Customer of the equipment necessary for servicing electric trains, in accordance with the provisions of clause 40 of the draft Contract (Annex #13) and receipt of the relevant invoice from the Supplier.
- 21.8.2.6 The remaining 85% (eighty-five percent) of the cost of spare parts specified in clause 19.1.3 of the draft Contract (Annex #13) is paid by the Customer to the Supplier within 30 (thirty) days after the transfer of the stock of spare parts to the Customer in accordance with the provisions of clause. 41 of the Draft Contract (Annex #13) and receipt of the relevant invoice from the Supplier.
- 21.8.2.7 The remaining 85% (eighty-five percent) of the cost of staff training specified in clause 19.1.5 of the draft Contract (Annex #13) is paid by the Customer to the Supplier within 30 (thirty) days after the completion (transfer) of staff training in accordance with the provisions of clause 43 of the draft Contract (Annex #13) and receipt of the corresponding invoice from the Supplier.

22 Tenderer Re-Verification

- 22.1 Before the Customer will decide to conclude an agreement with any Tenderer, it must re-verify whether this Tenderer falls under the rules for excluding candidates and Tenderers established by the Law of the Republic of Uzbekistan "On Public Procurement" No. ZRU-684 dated 22.04.2021.

IV RESULT OF THE TENDER PROCEDURE

23 Making a decision and concluding a supply contract

- 23.1 The decision on the results of the tender procedure is made after the evaluation of the final versions of the tenders in accordance with the evaluation criteria included in paragraph 20.2 of these rules.

- 23.2 The Customer informs all Tenderers about the decision made regarding the conclusion of the Contract within 3 (three) working days from the date of the decision. The Customer announces the name of the winner of the tender procedure, indicating also:
- 23.2.1 to the rejected Tenderer - the reasons for the rejection of its tender;
 - 23.2.2 to the Tenderer who submitted a compliant tender that won the tender procedure – the reasons for the win of its tender;
 - 23.2.3 the period during which the Tenderer can file a complaint about violations in the tender procedure with the Procurement Commission.
- 23.3 If during the tender procedure no tenders are submitted or if all tenders are found not to comply with the requirements of these rules, the Customer shall decide to terminate the tender procedure.
- 23.4 The Customer has the right to suspend the tender procedure at any time until the winner is determined, if it has objective reasons, without compensating the Tenderer for the costs associated with the preparation and submission of the tender.
- 23.5 If the tender procedure is terminated or suspended, within 3 (three) working days after the decision is made, the Customer must simultaneously inform all Tenderers of the reasons for termination or suspension of the tender procedure. The Customer informs all Tenderers of the period during which any person can file a complaint about violations in the tender procedure with the Procurement Commission.
- 23.6 If the winner of the tender procedure does not sign the agreement within the period established by the Customer, which cannot be shorter than 10 (ten) days from the end of the waiting period established by the Law of the Republic of Uzbekistan "On Public Procurement", the Customer may decide to conclude the agreement with the Tenderer, submitting the next most economically advantageous tender, or to terminate the tender process without selecting any Tenderer. In this case, the Customer has the right to exercise its rights related to the relevant bid bond by requesting from the relevant credit institution or insurance company and receiving the full amount of the bid bond. If a decision is made to conclude the agreement with the Tenderer that submitted the next most economically advantageous tender, but it refuses to conclude the Contract, the Customer decides to suspend the tender procedure without selecting any Tenderer.
- 23.7 Not later than within 30 (thirty) days from the date of conclusion of the Contract, the winner of the tender procedure must provide the Customer with a guarantee for the performance of the Contract in the amount of 10% (ten percent) of the Contract amount (excluding VAT), which meets the requirements established in the concluded Contract. The performance guarantee of the Contract shall provide for the payment of the guarantee to the Customer if the Tenderer fails to fulfill its obligations arising from the Contract during the period of validity of the performance guarantee of the Contract. The performance bond must be in the form of a demand guarantee issued by a bank or financing organization (i.e. an insurance company), and in any case the bank or financing body must have a minimum rating of 'A-' with a stable outlook from Standard & Poor's or a comparable rating from other rating institutions such as Moody's or Fitch. Alternatively, a performance guarantee may be replaced by a parent company guarantee if the parent company has a minimum rating of 'A-' with a stable outlook from Standard & Poor's or a comparable rating from other rating institutions such as Moody's or Fitch.

- 23.8 An agreement between the winner of the tender procedure and the Customer, will fully enter into force when all the conditions for the entry into force of the agreement are met, including when the Customer successfully attracts the financing necessary for him to fulfill its obligations arising from the agreement.

V ANNEXES

1. Tenderer's application form
2. Technical specification
3. Tender Forms for Maintenance, Documentation, Training and Energy Consumption
4. Detailed project schedule and contract milestone
5. Guidelines for the preparation of information on adaptation of the repair depot to maintenance of the regional electric train to be delivered
6. Tenderer Financial bid Form
7. Customer's preferred delivery schedule
8. Qualification criteria
9. Bid bond - a form of bank guarantee
10. Bid bond - a form of insurance policy
11. Tender amendments
12. Tender withdrawal form
13. Draft Contract (including its annexes)

On behalf of the Customer

Acting Chairman of the Board of
JSC "O'zbekiston Temir Yullari"
Khasilov Kh.N.

date 30.09.2022

