



Ministry of Investments
and Foreign Trade
of the Republic of Uzbekistan



O'ZBEKISTON RESPUBLIKASI ENERGETIKA VAZIRLIGI
MINISTRY OF ENERGY OF THE REPUBLIC OF UZBEKISTAN



JOINT-STOCK COMPANY
«NATIONAL ELECTRIC GRID OF
UZBEKISTAN»



REQUEST FOR QUALIFICATIONS
FOR UTILITY-SCALE SOLAR PHOTOVOLTAIC PROJECT IN
GUZAR DISTRICT, KASHKADARYA REGION OF THE REPUBLIC
OF UZBEKISTAN

Issued: 30 December 2021

ADB



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Disclaimer

The information contained in this Request for Qualification ("RFQ") document or subsequently provided to Potential Bidder(s), whether verbally or in documentary form by or on behalf of JSC National Electric Grid of Uzbekistan (the "**Public Partner**"), in coordination with the Ministry of Energy of the Republic of Uzbekistan, with the facilitation of the Public Private Partnership Development Agency established under the Ministry of Finance of the Republic of Uzbekistan ("PPPDA"), the Ministry of Finance of the Republic of Uzbekistan (the "**MOF**") or any of their respective representatives, officers, employees, consultants, agents or advisors ("**Representatives**"), is provided to any Potential Bidder(s) who is interested in submitting its prequalification application ("**Application**") in accordance with the terms and conditions set out in this RFQ.

This RFQ is neither an agreement nor an offer by the Public Partner, the MOF, the PPPDA, or any of their respective Representatives, to Potential Bidders or any other person. The purpose of this RFQ is to provide Potential Bidders with information to assist the formulation of their Application.

This RFQ does not purport to contain all the information each Potential Bidder may require. This RFQ may not be appropriate for all persons and it is not possible for the Public Partner, the MOF, the PPPDA, or any of their respective Representatives to consider the investment objectives, financial situation and particular needs of each person who reads or uses this RFQ. Certain Potential Bidders may have a better knowledge of the proposed Project than others due to their earlier engagement on other renewable energy projects or other projects in Uzbekistan. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate or adequate. Each Potential Bidder should, therefore, conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFQ and obtain independent advice from appropriate sources which may include but shall not be limited to their own independent financial, legal, tax, accounting, engineering, technical or other experts.

The Public Partner, the MOF, the PPPDA and their respective Representatives:

- accept no responsibility for the accuracy or otherwise for any interpretation or opinion of law expressed in this RFQ;
- make no representation or warranty (express or implied) as to the accuracy, adequacy or completeness of this RFQ, the information contained herein, or any responses to requests for clarifications made by the Potential Bidders; and
- shall not be liable to any Potential Bidder(s), for any loss, damages, cost or expense which may arise from or in connection to or be incurred or suffered on account of anything contained in this RFQ or otherwise, including without limitation: the accuracy, adequacy, correctness, completeness or reliability of the RFQ or any information contained within it; any omission, mistake or error on the part of the Public Partner's or MOF's or PPPDA's and/or their Representatives', responses to queries or requests for clarifications made by the Potential Bidders; or any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way from participating in the bidding process.

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1. DEFINITIONS

The following terms are defined for use in this RFQ document:

- (a) **"ADB Eligible Country"** means the published list of member countries of the Asian Development Bank (ADB);¹
- (b) **"ADB Procurement Principles"** means the core procurement principles of the Asian Development Bank set forth in procurement regulation 1.4 of the Procurement Regulations for ADB Borrowers (Goods, Works, Non-consulting and Consulting Services) (<https://www.adb.org/sites/default/files/procurement-regulations-adb-borrowers.pdf>);
- (c) **"ADB Sanctions List"** means ADB's published² and unpublished list of all persons who are ineligible for participating in transactions financed by ADB;
- (d) **"ADB's Integrity Principles and Guidelines"** means the policy referred to at Section 9;
- (e) **"ADB's Anticorruption Policy"** means the policy referred to at Section 9;
- (f) **"Addenda"** or **"Addendum"** means an amendment or supplement to this RFQ issued by the Public Partner to the Potential Bidders prior to the Due Date in accordance with the terms of Section 4.6 and which shall, once issued, be read together with this RFQ;
- (g) **"Affiliate"** means in relation to a Potential Bidder or Consortium Member, a person who controls, is controlled by, or is under the common control with such Potential Bidder or Consortium Member. The expression "control" means, with respect to a person or entity, the ability (directly or indirectly) to direct or cause the direction of the votes attaching to the majority of its issued shares or interests or carrying voting rights, or to appoint or remove or cause the appointment or removal of those of its directors (or equivalent officials) holding the majority of the voting rights on its board of directors (or equivalent body) or to otherwise direct its management and policies by operation of law or legal agreement;
- (h) **"Appendix"** means the appendix to this RFQ;
- (i) **"Application"** means an official qualification statement (including the Letter of Application and all the Forms and supporting documents and information required by this RFQ, as set out in Section 6.1) submitted by a Potential Bidder to the Public Partner in accordance with the terms of this RFQ for the purposes of being prequalified for the Project;
- (j) **"Authorized Representative"** has the meaning given to it in Section 5.2;
- (k) **"Authority Communication Protocol"** means the mode of communication used by the Public Partner to communicate with Potential Bidders in respect of this RFQ, which

¹ <https://www.adb.org/about/members>

² <https://lnadbg4.adb.org/oga0009p.nsf/sancALL1P?OpenView&count=999>

includes posting the information to the Virtual Data Room and/or communicating in writing through email/letter but excludes oral communications;

- (l) **"Bid Bond"** means the security that needs to be submitted by a Prequalified Bidder at the time of submission of its Proposal pursuant to the RFP;
- (m) **"Coercive Practice"** has the meaning given to it in Section 9;
- (n) **"Collusive Practice"** has the meaning given to it in Section 9;
- (o) **"Conflict of Interest"** has the meaning given to it in Section 8;
- (p) **"Connected Persons"** means any Affiliate of a Potential Bidder (or if a Potential Bidder is a Consortium, any Affiliate of any Consortium Member), any director, senior executive or senior manager of such Potential Bidder, Consortium Member or Affiliate of any of the foregoing, or any person having an ultimate beneficial interest of at least five per cent. (5%) of the share capital or ownership interest in such Potential Bidder, Consortium Member or Affiliate;
- (q) **"Consortium"** is a group of legal entities coming together to submit a single Application;
- (r) **"Consortium Leader"** has the meaning given to it in Section 5.2(e)(ii)(B);
- (s) **"Consortium Member"** means a member of a Consortium (including a Lead Sponsor and (an)other Consortium Member(s) as applicable);
- (t) **"Controlling Interest"** has the meaning given to it in Section 5.2(d)(ii);
- (u) **"Copy Applications"** has the meaning given to it in Section 6.4;
- (v) **"Corrigenda"** or **"Corrigendum"** means a correction of any errors in this RFQ issued by the Public Partner to the Potential Bidders prior to the Due Date in accordance with the terms of Section 4.7 and which shall, once issued, be read together with this RFQ;
- (w) **"Corrupt Practice"** has the meaning given to it in Section 9;
- (x) **"Day"** means a calendar day;
- (y) **"Decision"** means a decision adopted by the Government on 16 November 2021 approving the Project Concept;
- (z) **"DFI"** has the meaning given to it in Section 2.1;
- (aa) **"Due Date"** has the meaning given to it in Section 6.5;
- (bb) **"Eligible Project"** has the meaning given to it in Section 5.4(a) and **"Eligible Projects"** means all or more than one of them (as the context requires);
- (cc) **"EPC"** means engineering, procurement and construction;
- (dd) **"Financial Prequalification Requirements"** means the financial prequalification requirements to be satisfied by Potential Bidders, as set out in Section 5.3;

- (ee) **"Forms"** means forms 1 to 10 as set out in the Appendix and **"Form"** means any one of them;
- (ff) **"Fraudulent Practice"** has the meaning given to it in Section 9;
- (gg) **"Government"** means the Cabinet of Ministers of the Republic of Uzbekistan, as defined by the Law on the Cabinet of Ministers of the Republic of Uzbekistan dated December 10, 2019;
- (hh) **"Indicative RFQ Schedule"** has the meaning given to it in Section 4.4;
- (ii) **"Integrity Violation"** has the meaning given to it in Section 9;
- (jj) **"Lead Sponsor"** has the meaning given to it in Section 5.2(d);
- (kk) **"Legal Prequalification Requirements"** means the legal prequalification requirements to be satisfied by Potential Bidders, as set out in Section 5.2;
- (ll) **"Letter of Application"** has the meaning given to it in Section 6.1(b);
- (mm) **"MOF"** has the meaning given to it in Section 2.2;
- (nn) **"MOE"** has the meaning given to it in Section 2.2;
- (oo) **"NDA"** means a non-disclosure agreement in the form attached as Annex B hereto that each Potential Bidder must sign and that governs confidentiality and access to the VDR for the Potential Bidder and its Authorized Persons (as defined in the NDA);
- (pp) **"NEGU"** means the JSC National Electric Grid of Uzbekistan;
- (qq) **"Obstructive Practice"** has the meaning given to it in Section 9;
- (rr) **"Original Application"** has the meaning given to it in Section 6.4(c);
- (ss) **"Package"** has the meaning given to it in Section 6.4;
- (tt) **"Potential Bidder"** means any legal entity or Consortium of legal entities that plans to submit an Application as a prospective bidder;
- (uu) **"PPP"** means Public Private Partnership;
- (vv) **"PV Station"** has the meaning given to it in Section 3P.1;
- (ww) **"PPPDA"** means the Public Private Partnership Development Agency under the Ministry of Finance of the Republic of Uzbekistan;
- (xx) **"PPP Law"** means the Public Private Partnership Law of the Republic of Uzbekistan No. 537 dated 10 May 2019, as amended by Law No. 669 dated 22 January 2021, and any subsequent amendments or revisions thereto;
- (yy) **"Prequalified Bidder"** means a Potential Bidder (whether in the form of a single entity or a Consortium) who has submitted an Application and has satisfied all the Prequalification Requirements set out in Sections 5.2 to 5.4 as duly announced by the Tender Commission;

- (zz) **"Prequalification Requirements"** means the Legal Prequalification Requirements, the Technical Prequalification Requirements and the Financial Prequalification Requirements and **"Prequalification Requirement"** means any of them;
- (aaa) **"Private Partner"** means the special project company to be duly incorporated under the laws of the Republic of Uzbekistan by the Winning Bidder prior to execution of the PPA for the purposes of delivery of the Project;
- (bbb) **"Program"** has the meaning given to it in Section 2.1;
- (ccc) **"Project"** has the meaning given to it in Section 2.1;
- (ddd) **"Project Agreements"** means the Power Purchase Agreement ("**PPA**"), the Government Support Agreement ("**GSA**") and the Land Lease Agreement ("**LLA**"), as each such term is defined at Section 2.2;
- (eee) **"Project Concept"** means a document, as may be amended from time to time, which is approved by the Cabinet of Ministers of the Republic of Uzbekistan that lists specific features of the Project as required by the PPP Law;
- (fff) **"Proposal"** means a Prequalified Bidder's written offer in response to the terms and conditions set out in the RFP for the Project;
- (ggg) **"Public Partner"** means NEGU, appointed as such in accordance with the Decision;
- (hhh) **"Request for Proposal"** or **"RFP"** means the request for proposal document to be issued by the Public Partner in respect of the Project;
- (iii) **"Request for Qualification"** or **"RFQ"** means this request for qualification document issued by the Public Partner in respect of the Project;
- (jjj) **"Reserved Winning Bidder"** has the meaning given to it in Section 4.3;
- (kkk) **"Restrictive Practice"** has the meaning given to it Section 9;
- (lll) **"RFP Stage"** means the stage of the bidding process for the Project where the Prequalified Bidders prepare and submit their Proposals in response to the RFP;
- (mmm) **"RFQ Stage"** means the stage of the bidding process for the Project where the Potential Bidders submit their Applications in respect of this RFQ. RFQ Stage begins from the date of issuance of the RFQ and ends once Prequalified Bidders are identified by the Public Partner;
- (nnn) **"Section"** means a Section of this RFQ;
- (ooo) **"Tashkent Time"** means Uzbekistan Standard Time, which is UTC/GMT +5 hours, no daylight-saving time, and which applies to the entire territory of Uzbekistan;
- (ppp) **"Technical Prequalification Requirements"** means the technical prequalification requirements to be satisfied by Potential Bidders, as set out in Section 5.4(a);

- (qqq) "**Tender Commission Representative**" means the representative designated by the Tender Commission as the person to whom all correspondence from a Potential Bidder to the Tender Commission shall be addressed;
- (rrr) "**Tender Documents**" has the meaning given to it in Section 2.2(h);
- (sss) "**Undesirable Practice**" has the meaning given to it in Section 9;
- (ttt) "**USD**" or "**US Dollar**" means the lawful currency of the United States of America.
- (uuu) "**Uzbekistan**" means the Republic of Uzbekistan;
- (vvv) "**UZS**" means Uzbek Soum, the lawful currency of Uzbekistan;
- (www) "**Virtual Data Room**" or "**VDR**" refers to a confidential and restricted online web-based Virtual Data Room provided by Ipreo Limited, an Affiliate of IHS Markit and located on the World Wide Web at www.debtomain.com and providing certain information and documents relevant to the Project and this RFQ; and
- (xxx) "**Winning Bidder**" means the Prequalified Bidder (whether in the form of a single entity or a Consortium) selected by the Tender Commission through a solicited competitive tender as prescribed in the PPP Law to implement the Project, following evaluation of the Proposals submitted in respect of the RFP based on the pre-established evaluation criteria.

2. INTRODUCTION

2.1 ADB Uzbekistan Solar Program

- (a) Background. On August 16, 2019 ADB was mandated by the Government of the Republic of Uzbekistan to provide transaction advisory services on a program to build a number of photovoltaic power stations across Uzbekistan with a total capacity of up to 1,000 MW on a public-private partnership basis (the "**Program**").
- (b) Project. A project site situated in the Guzar district of the Kashkadarya region of the Republic of Uzbekistan was selected and approved in the Decision, and is anticipated to be allocated to the Public Partner for permanent use prior to the announcement of a Winning Bidder. The scope of the Project³ will be to design, build, finance, own, operate, maintain, and transfer or (at the Public Partner's request) decommission a solar photovoltaic power plant. The reserved land area covers approximately 624 ha to allow for a maximum capacity of 300 MWac. The Project scope will also include the design, build and financing of new interconnection and transmission facilities, as described in more detail in Section 3 of this RFQ (the "**Project**").
- (c) International Tender. The Government of the Republic of Uzbekistan is arranging an international tender with the assistance of ADB to attract and select a qualified private developer-investor for the Project.
- (d) Advisory Team. ADB has hired a team of international experts to prepare the tender:
 - (i) International Legal Counsel: Trinity International LLP;
 - (ii) Local Legal Counsel: Centil Law;
 - (iii) International Technical Consultant: Suntrace GmbH; and
 - (iv) Financial Modelling Advisor: Mr. Christopher David Patt.
- (e) PPP Framework. The Project is structured as a renewable energy transaction under the PPP Law. The PPP Law has been revised with technical assistance from Development Finance Institutions (ADB, WB Group / IFC, EBRD or "**DFI**") and the PPPDA, the supervising agency for all PPP projects, also established with support from ADB. The Project will also take into account the requirements established by the Renewable Energy Use Law dated May 21, 2019.
- (f) PPP Transaction. The PPP model is as an internationally recognized and widely practiced modality that allows the private sector to participate, invest in, develop, and deliver public infrastructure or services more efficiently with a proper risk allocation that stimulates a private investor to innovate and achieve better results than in a traditional public procurement. It is also well perceived and known to Potential

³ **Note to Potential Bidders:** Inclusion of storage capacity/battery to the Project scope to be explored taking into consideration the technical and commercial viability during the detailed feasibility study. The inclusion will be confirmed before the launch of the RFP.

Bidders as a concept that balances the interests of a public partner, private investor and financing parties.

- (g) Renewables PPP Projects Pipeline. Government of the Republic of Uzbekistan intends that all upcoming renewable energy projects implemented under the mandates of DFIs will be structured as PPP transactions under the PPP Law. Accordingly, Government of the Republic of Uzbekistan would like to adopt a PPP framework to: (i) promote and showcase the PPP Law as a robust legal framework for infrastructure projects in the Uzbekistan, (ii) utilize the favorable PPP legal structure to attract foreign direct investments into Uzbekistan's energy market through competitive international tenders, (iii) create a positive track record for PPP projects in the energy sector, (iv) offer a balanced risk allocation between the public and private sectors to ramp-up the share of renewables in Uzbekistan's energy generation mix, while (v) achieving a competitive renewable energy tariff.

2.2 **Guzar Project Approvals & Tender Process**

- (a) Approvals. As required by the PPP Law, the Project Concept, including the project evaluation document, were developed by the Public Partner and submitted to the Government for approval by PPPDA on 1 November 2021. The Government subsequently approved the Project Concept by the Decision on 16 November 2021.
- (b) Public Partner. NEGU has been designated by the Government as a Public Partner acting on its own behalf in accordance with Article 3 of the PPP Law for the Project pursuant to the Decision.
- (c) MOF, MOE and PPPDA. The Ministry of Finance of the Republic of Uzbekistan ("MOF") is authorized to be a signatory to the Government Support Agreement. The Ministry of Energy of the Republic of Uzbekistan ("MOE") as the state executive body responsible for the implementation of the Program (with the assistance and coordination of the PPPDA) will monitor the implementation of the Project.
- (d) PPA, LLA and GSA. The following instruments will be executed by the following entities:
 - (i) the PPA and the LLA will be signed by NEGU on its own behalf with the offtake obligation under the PPA and an obligation to lease certain land plots under the LLA;
 - (ii) the GSA will be signed by MOF, on behalf of the Government of the Republic of Uzbekistan, providing certain protections and support to the Project.
- (e) Tender Commission. The Government of the Republic of Uzbekistan will form the Tender Commission in accordance with the requirements of the PPP Law.
- (f) Bidders. The Public Partner now invites any Potential Bidder to submit their Applications as a single entity or a Consortium in accordance with the requirements of this RFQ.

- (g) RFQ Selection. The Tender Commission expects to receive Applications in accordance with the terms of this RFQ, and will thereafter prequalify Potential Bidders in accordance with this RFQ and circulate an RFP among Prequalified Bidders. A Prequalified Bidder may be a single entity or a consortium of a maximum of five (5) entities.
- (h) RFP Stage. As provided by the PPP Law, in the next stage of the procurement process following the RFQ Stage, the Public Partner will issue an RFP to Prequalified Bidders. Only Prequalified Bidders will be eligible to receive the RFP and to participate in the final stage of the selection process. It is expected that the RFP will include, *inter alia*, the following documents: (i) instructions to Potential Bidders, (ii) a draft PPA, (iii) a draft GSA, and (iv) a draft LLA ((i)-(iv) collectively, the "**Tender Documents**"). Prequalified Bidders may be invited to attend one or more bidders' conference and organized site visits as part of their due diligence, prior to the submission of final Proposals.
- (i) Winning Bidder. The Winning Bidder will be selected by way of a competitive tender, to be conducted in line with the procedures set forth by the PPP Law.
- (j) Private Partner. The Winning Bidder will set up a project company validly existing under the laws of Uzbekistan for the duration of the Project in compliance with ADB Eligible Country requirements⁴.

2.3 Public Private Partnership Documentation

- (a) Risk Allocation. The Public Partner strives to achieve a balanced risk allocation for the Project under the PPP structure for the Private Partner to be able to offer competitive tariffs in a favorable investment environment.
- (b) Bankability. The Public Partner aims to structure the Project with consideration of the following bankability aspects:
 - (i) Framework: The Project will be implemented in compliance with the requirements of the PPP Law;
 - (ii) Liquidity Support: NEGU's ongoing tariff payment obligations under the PPA will be supported by a Partial Credit Guarantee (PCG) provided by a DFI to back an unfunded, Standby Letter of Credit issued by a creditworthy bank ("**LoC**"). ADB has approved a guarantee facility for projects tendered under the Program. ADB is processing internal approvals to provide such PCG (subject to ADB's policies and procedures) for the Project and is expected to provide a term sheet as part of the RFP.⁵ ADB's guarantee will become

⁴ **Note to Potential Bidders:** The project company will automatically comply with ADB Eligible Country requirements as Uzbekistan is a Developing Member Country of ADB: <https://www.adb.org/about/members>

⁵ **Note to Potential Bidders:** To the extent the Winning Bidder wishes to avail of liquidity support referred to in Section 2.3(b)(ii), the Winning Bidder will be required to nominate a LoC Bank. Please note that

effective only after the Government of the Republic of Uzbekistan signs a sovereign counterindemnity with ADB;

- (iii) Tender: The Project is being procured through a transparent and open international public tender under the PPP Law;
- (iv) Conventional Documentation: The Project Agreements will each be in a form that is consistent with international standard practices⁶ and familiar to Potential Bidders and lenders across the world;
- (v) Amendments to Tender Documents: The Public Partner may only consider on an exceptional basis accepting required amendments and corrections to the Tender Documents, where such amendments and corrections are only limited to new information collected from Potential Bidders' own due diligence processes with respect to the Project or changes to the laws of Uzbekistan;
- (vi) Legal / Tax Due Diligence: The Public Partner and MOF do not plan to issue any legal due diligence report or any description of the legal framework and taxation regime applicable to the Project. Potential Bidders are encouraged to conduct their own legal due diligence with their consultants;
- (vii) Bid Bond: Potential Bidders will be required to submit a Bid Bond at the RFP Stage to ensure that a Winning Bidder will undertake to execute the Project Agreements in accordance with the terms upon which they bid;
- (viii) PPA: The PPA will be structured using the following model:
 - (A) a twenty-five (25) year supply term from the Scheduled Commercial Operations Date (as defined in the PPA), subject to any extensions (or early termination);
 - (B) a 'take-or-pay' concept relating to energy generated;
 - (C) a "deemed" generation concept (no dispatch required) in case of certain "curtailment" events;

if the ADB guarantee product is provided by means of a PCG to back-stop the LoC, then (i) the LoC bank may need to be incorporated in an ADB Eligible Country; and (ii) the LoC bank selection would need to be carried out in compliance with ADB's Procurement Principles (see Section 1) and on substantially the same terms as set forth in Section 8 (Conflict of Interest) and Section 9 (Fraudulent and Corrupt Practices) of the RFQ. To assess compliance with these sections, Prequalified Bidders will be required to provide details of the process of selection of the nominated LoC bank and verification that the LoC bank is an independent party from the Government of the Republic of Uzbekistan or the sponsor (by ownership). It is recommended that such selection be based, to the extent feasible, on an evaluation of at least three (3) competitive quotes. The detailed procedures for nominating a LoC Bank will be outlined in the RFP package for the Prequalified Bidders.

⁶ **Note to Potential Bidders:** The RFP and draft Project Agreements will provide further detail on these standards as may be relevant, including by reference to good industry practices and in accordance with relevant international health and safety standards and international environmental and social safeguards, amongst others.

- (D) a power tariff paid in UZS, with appropriate indexation to reference foreign currency;
 - (E) change in law protection by way of compensation for increased costs;
 - (F) customary performance guarantee by the Private Partner;
 - (G) a liquidity support mechanism in the form of a Letter of Credit (LoC) backed by a PCG from a DFI;
 - (H) the option for NEGU to repay the costs of the transmission line and substation assets upon their completion and transfer by way of a lump-sum payment to the Private Partner or by compensating such costs through the power tariff;
 - (I) grid connection provisions incorporated into the PPA. These will be in line with the Grid Connection Regulation, as approved by the Resolution of the Cabinet of Ministers No. 610 of July 22, 2019 and the procedure for establishing relationships with consumers having block stations, established in accordance with the Resolution of the Cabinet of Ministers No. 22 of January 12, 2018;
 - (J) customary pre-agreed early termination events, buy-out obligations and transfer of the Project to NEGU against related termination payments from NEGU to the Private Partner, such termination obligations to be supported by the Government of the Republic of Uzbekistan under the GSA;
 - (K) step-in and step-out rights of the lenders and the right to replace the Private Partner pursuant to the terms of a direct agreement to be entered into by the lenders and NEGU;
 - (L) Uzbekistan governing law;
 - (M) international arbitration under generally acceptable arbitration rules.
- (ix) GSA: Performance by NEGU will be backed by the GSA which will include undertakings of the Government of the Republic of Uzbekistan to support specific Project implementation aspects which require Government of the Republic of Uzbekistan assistance, including, *inter alia*, (a) a grant to the Private Partner of the exclusive rights to undertake the Project; (b) commitment to assist with land allocation by way of a lease of land for the Project site and for construction of the transmission line and grid connection; (c) undertaking to assist with permits and licenses; (d) agreement to international arbitration and consent for a waiver of sovereign immunity; (e) provision of applicable Government of the Republic of Uzbekistan incentives for the Project; and (f) support of NEGU's financial obligations, including in relation to the termination payments.

- (x) Land Lease: The Private Partner will benefit from a long-term lease in respect of an allocated land parcel in Guzar District to build, operate, and transfer or, at NEGU's request, decommission the Project. The Uzbekistan Land Code allows leasehold rights to be pledged in the interest of lenders. An internationally acceptable form will be used to execute a LLA between the Private Partner and the Public Partner. If applicable, the LLA will cover an additional one (1) year period after the operational period of the power plant to enable its decommissioning at NEGU's request.
- (c) Financing: Potential Bidders will be required to provide a detailed financing plan in their Proposal, including a signed term-sheet from potential lenders with indication of appetite representing a minimum of one hundred per cent. (100%) of the proposed debt financing amount.⁷
- (d) Other Financing Products: In addition to the provision of the PCG mentioned above, other financing products, including guarantees or loans, may be made available and Potential Bidders may approach potential lenders to discuss the potential requirements for and inclusion of such products in their bids.⁸
- (e) Forced Labor and Child Labor: The Prequalified Bidders (including the Winning Bidder) under the RFP or the Private Partner under the Project Agreements will each be required to attest to the fact that: (i) to the best of their knowledge, there are no forced labor or child labor issues in the products to be used under the Project, and in the production and supply of such products to be used under the Project, and to the best of their knowledge, the works, goods and services, and related materials and products, to be procured and/or supplied for the Project do not involve production or activities involving the use of forced labor or child labor; (ii) the Private Partner will cause the relevant EPC contractor, sub-contractors and suppliers to confirm that to their knowledge, after due enquiry and diligence, that the works, goods and services, and related materials and products do not involve production or activities involving production or activities involving the use of forced labor or child labor. The Private Partner will provide the necessary information in this regard for an audit of the Private Partner's records related to the procurement of works, goods or services, and related materials and products used in the Project to assist with the audit, and grant access, to the extent practicable, to the sites, facilities, plants and equipment to an independent auditor if required.
- (f) Local Content. Potential Bidders should note that Uzbekistan has local producers of both electrical equipment and electrical cabling. Although procurement from such local producers is strongly encouraged, it is not mandatory and will not be considered

⁷ **Note to a Potential Bidder**: Detailed requirements regarding the financing plan will be included in the RFP for the Project, taking into account the specificities of each type of potential lenders.

⁸ **Note to a Potential Bidder**: Regarding debt financing and other guarantees, Potential Bidders will have to approach independently the ADB Private Sector Operations Department (PSOD) to enquire about available products. Note that ethical walls are in place between OPPP and PSOD.

in the evaluation of the Proposals. However, the Project Agreements will include certain minimum requirements to incorporate Uzbek goods, materials, and labor that are available in Uzbekistan on an equal basis.

3. PROJECT OVERVIEW

3.1 Project Site

The Public Partner has decided to undertake the Project as a PPP transaction based on the PPP Law requirements. The following relates to the Project site:

- (a) The Project is tendered as a site specific: The Project site is located in the Guzar district of Kashkadarya region of the Republic of Uzbekistan (GPS coordinates 38°41'13.90"N; 66°22'6.43"E); The proposed area spans over 650⁹ ha.

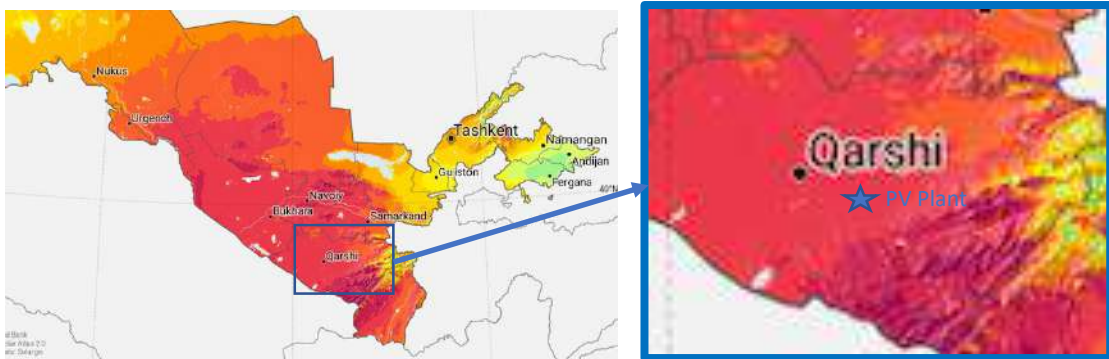


Figure 1: Guzar Project Site Location

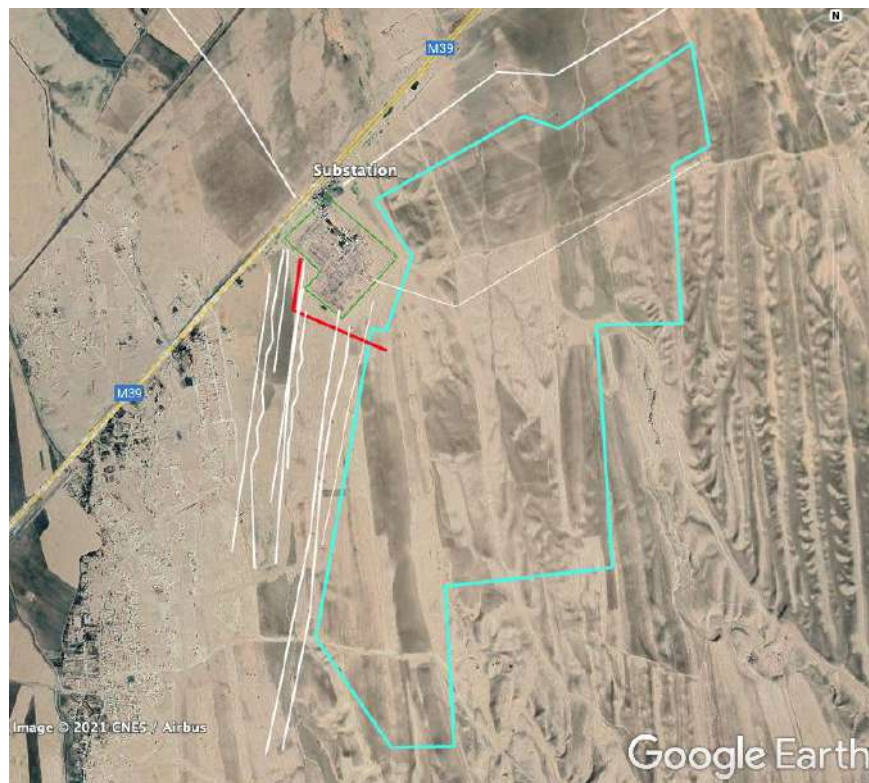


Figure 2: Guzar Site Satellite Picture

⁹ Note to a Potential Bidder: The final site boundaries will be included in the RFP.



Figure 3: Guzar Site Picture

- (b) Project capacity to be tendered for the construction of a photovoltaic power station (“**PV Station**”) is a maximum of 300 MWac;¹⁰
- (c) The Private Partner shall construct an HV system as part of the PV Station that includes the step-up transformers to 220 kV which will remain part of the PV Station throughout the term of the PPA.
- (d) The Private Partner shall also construct a 220kV High-Voltage dual circuit transmission line of approximately 1.5 km for power supply from the new PV Station to the Guzar 500/220/110/10kV substation. The new 220kV double circuit transmission line shall be transferred to NEGU once operational;

¹⁰ **Note to a Potential Bidder:** Minimum technical requirements are annexed to this RFQ (Annex A). These are for information purpose for the Potential Bidders at the RFQ Stage. These are not technical prequalification requirements. Detailed and final technical requirements will be included in the RFP for the Project. Potential Bidders will be required to demonstrate the feasibility of the proposed technical solution, given the land availability and grid evacuation capacity.



Figure 4: Proposed Transmission Line Route¹¹ (approximately 1.5 km length)

3.2 Invitation to RFQ

Potential Bidders are invited to submit Applications in response to this RFQ for evaluation and shortlisting by the Tender Commission. Shortlisted Potential Bidders shall be named as Prequalified Bidders and shall be invited to respond to the RFP.

¹¹ **Note to a Potential Bidder:** Final decision about the transmission line route will be provided in the RFP.

4. OVERVIEW OF THE BIDDING PROCESS FOR THE PROJECT

4.1 NDA and Virtual Data Room

- (a) The bidding phase of the Project began with the public announcement of this RFQ in accordance with the PPP Law.
- (b) All interested parties are required to execute an NDA (and Potential Bidders must require Authorized Persons (as defined in the NDA) to adhere to the confidentiality obligations set out therein) and to register via the VDR in order to access other Tender Documents and to participate in the bidding process. Registration shall be performed in accordance with the instructions set out in the NDA. Potential Bidders shall refer to the form of the NDA in Annex B.
- (c) The Public Partner has set up a Virtual Data Room for the Project to share documents and communicate with the Potential Bidders. During the RFQ Stage, Potential Bidders shall be given access to the Virtual Data Room subject to execution of the NDA. The Virtual Data Room will contain this RFQ, any Addenda or Corrigenda and any other relevant information for the RFQ Stage of the bidding process.
- (d) Access to the Virtual Data Room for non-Prequalified Bidders will be terminated at the end of the RFQ Stage. Prequalified Bidders will be notified of the publication of the RFP in the Virtual Data Room.

4.2 Site Studies and Information Available to Bidders at RFP Stage

- (a) At the RFP Stage, the Public Partner will provide Prequalified Bidders with access to site specific data on a non-reliance basis to enable Potential Bidders to prepare their own optimized technical concept and financial model for the Project via VDR.
- (b) At the RFP Stage, the Public Partner will make available for Prequalified Bidders via VDR, *inter alia*, the following information, on a non-reliance basis:
 - (i) a climate risks and vulnerability assessment to form site climatic studies;
 - (ii) a solar resource data set (in hourly time resolution) based on satellite data and a ground measured data from an existing meteorological station located in the area based on the following approach:
 - (A) Prequalified Bidders will be provided with a meteorological data set (TMY) for comparability of energy yield results, and
 - (B) Prequalified Bidders will be required to prepare their own data set and provide an independent solar resource and energy yield report for their own data;
 - (iii) grid interconnection, stability and integration analysis;
 - (iv) site surveys including topographic survey, boundary survey, geotechnical investigations, hydrological survey, water resources study, seismic study;

- (v) environmental and social safeguards framework (ESSF) report¹²;
- (vi) project site land documents¹³;
- (vii) Tender Documents, including a pre-agreed form of the Project Agreements;
- (viii) formsheets to be completed and submitted along with the Prequalified Bidder's financial model.

4.3 The Bidding Process

- (a) A two-stage bidding process has been adopted for this Project in accordance with the PPP Law, comprising:
 - (i) Stage 1: RFQ Stage
 - (A) During the RFQ Stage, the Potential Bidders will submit their Applications in accordance with the terms and conditions of this RFQ. The Applications shall be evaluated on the basis of the pre-determined Prequalification Requirements set out in Section 5.
 - (B) The RFQ Stage is a stand-alone and independent stage that will be completed once the Prequalified Bidders are identified by the Tender Commission and all Potential Bidders have been informed of the results of the RFQ Stage from the Public Partner through the Authority Communication Protocol.
 - (C) The RFQ Stage shall not be less than thirty (30) calendar days from the date of RFQ issuance.
 - (ii) Stage 2: RFP Stage
 - (A) The RFP Stage is the competitive procurement process that follows the RFQ Stage and is intended to result in the selection of a Winning Bidder and Reserved Winning Bidder. Only the Prequalified Bidders will be invited to submit Proposals during the RFP Stage. The RFP will provide details on the technical and financial proposals required to be submitted. Proposals shall be opened and evaluated in accordance with the terms of the RFP and the Winning Bidder will be selected, based upon the submitted Proposals and the evaluation criteria set out in the RFP.
 - (B) Submission of a Bid Bond will be required at the RFP Stage.

¹² **Note to Potential Bidders:** Full ESSF report shall be conducted by the Winning Bidder.

¹³ **Note to Potential Bidder:** The land allocation letters issued by state authorities shall be uploaded for Potential Bidders to check the Project site and assess potential LARP costs. Cadastre documents for a Winning Bidder will be handled sometime after the award but before the effective date.

- (C) The RFP submission date shall not be less than forty-five (45) calendar days from the date of RFP issuance.
- (D) Pursuant to the RFP, the Tender Commission will assess Proposals received from Prequalified Bidders and will take the decision on selection of a Winning Bidder and Reserved Winning Bidder.
- (E) Once selected, the Winning Bidder shall finalize the Project Agreements with the Public Partner and execute or procure the execution of the Project Agreements by the Project Company.
- (F) Should the Winning Bidder delay the signing of the Project Agreements beyond the date specified in the RFP, the Public Partner reserves the right to award the Project to the next RFP compliant Prequalified Bidder in place of the Winning Bidder ("**Reserved Winning Bidder**") or to retender if a Reserved Winning Bidder declines to sign the Project Agreements.

4.4 Tentative Timeline

The Public Partner anticipate carrying out the RFQ Stage in accordance with the tentative timeline set out in Table 1 ("**Indicative RFQ Schedule**"). However, the Public Partner reserves the right to make changes to the Indicative RFQ Schedule, including extending the Due Date, if it deems it necessary, notably in view of the current evolving situation preventing worldwide travel. Potential Bidders will be notified of any change by an Addendum and/or Corrigendum to this RFQ.

Table 1: Indicative RFQ Schedule

Activity	Target Deadline
RFQ issued	T ₀ = 30 December 2021
Clarification request deadline	T ₀ + 5 March 2022 (18:00 Tashkent Time)
Due Date: Prequalification Application Submission Deadline	T ₀ +30 March 2022 (18:00 Tashkent Time)
Announcement of Prequalified Bidders	To be announced

4.5 Responsibility of Potential Bidders

For the purposes of assessing and responding to this RFQ, each Potential Bidder should at its own cost:

- (a) conduct its own investigation and analysis of the Project and the laws, regulations and policies applicable to this RFQ and the bidding process for the Project;

- (b) check the accuracy, reliability and completeness of the information in this RFQ; and
- (c) obtain qualified advice from appropriate sources which may include but shall not be limited to its own independent financial, legal, accounting, engineering, technical or other experts.

4.6 Clarification Requests

- (a) Potential Bidders may ask any question or request any clarification with regards to this RFQ or make any suggestion for consideration by the Public Partner in writing. Potential Bidders may submit questions, requests for clarification and/or suggestions for consideration before or on clarification request deadline. The Public Partner has no obligation but may, at its sole discretion, elect to accept any question or request for clarification submitted after clarification request deadline.
- (b) All clarifications should be sent to all the following email addresses:
 - (i) NEGU: dwwipp@uzbekistonmet.uz
 - (ii) MOE: tilabov.s@minenergy.uz; pv_adb_tenders@minenergy.uz
 - (iii) PPPDA: pppinfo@ppp.mf.uz; inorbobaev@ppp.mf.uz;
XXasanov@ppp.mf.uz
 - (iv) MOF: rkhujanov@mf.uz
 - (v) ADB: guzar-solar@adb.org
- (c) All queries, requests for clarification and/or suggestions for consideration that are submitted via email shall be submitted by the Potential Bidders to the Public Partner in MS Word format. Potential Bidders shall use the template below for submission of queries or requests for clarification:

Subject:		Submission of queries, requests for clarification and/or suggestions for consideration in respect of the request for qualification ("RFQ") issued for the Guzar PV Solar Station in Uzbekistan (the "Project")	
Defined terms:		Unless otherwise defined, capitalized terms used in this submission shall have the meaning given to them in the RFQ.	
Date of submission:		<i>[Insert date of submission]</i>	
Potential Bidder:		<i>[Insert name of Potential Bidder]</i>	
Ref. No.	Section of RFQ	Query/ request for clarification/ suggestion for consideration	Proposed drafting amendment* (if any)

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**Note: Potential Bidders to apply strikethrough to deleted items and underscore to added items*

- (d) The Public Partner will share all the queries, requests for clarification and suggestions for consideration along with the responses thereto, with all Potential Bidders, through the Authority Communication Protocol, without identifying the source of the questions, requests for clarification and/or suggestions for consideration.
- (e) Notwithstanding anything else to the contrary in this RFQ, the Public Partner may, at its sole discretion, elect not to respond to any question, provide any clarification in response to a request or consider any suggestion submitted under the terms of this RFQ and nothing in this RFQ shall be taken to or be read as compelling or requiring the Public Partner to give any such response.
- (f) Prior to the Due Date, the Public Partner may provide its interpretations and/or clarifications to this RFQ either on its own motion, in response to any clarification request by a Potential Bidder or for any other reason whatsoever provided that all such clarifications and interpretations shall be deemed to be part of this RFQ.

4.7 Addenda and Corrigenda

- (a) Prior to the Due Date, the Public Partner may, for any reason whatsoever, whether on its own initiative or in response to a clarification requested by a Potential Bidder or otherwise, amend and/or make corrections to this RFQ. Any amendments and corrections to this RFQ shall be made by Addenda and Corrigenda respectively.
- (b) The Potential Bidders will be notified of any Addendum or Corrigendum within 5 (five) Days from their adoption through the Authority Communication Protocol.
- (c) The RFQ as amended or corrected by an Addendum or Corrigendum will be deemed to be the applicable documentation for the purposes of the RFQ Stage.
- (d) The Public Partner shall ensure that there is a period of at least fifteen (15) Days between the notification of an Addendum or Corrigendum and the Due Date, and shall extend the Due Date accordingly.

4.8 Application Costs

- (a) Each Potential Bidder shall bear all costs associated with its participation in the bidding process, its evaluation of this RFQ and the preparation and submission of its Application, including all costs and expenses related to its involvement in, but not limited to, the following:
 - (i) information gathering processes and appointment of advisers and consultants;
 - (ii) preparation and submission of responses to questions or requests for clarification;
 - (iii) preparation and submission of queries and requests for clarification; and

- (iv) preparation, collection and submission of the Application (including all Forms) and all required supporting documents or information.
- (b) The Public Partner shall not be held responsible for or in any way be held liable to pay any costs or expenses of any Potential Bidder, regardless of the conduct or outcome of the entire procurement and bidding process and regardless of whether a Potential Bidder submits an Application or not.

4.9 **Potential Bidder's Representation**

It shall be deemed that by submitting an Application, the Potential Bidder has:

- (a) made a complete and careful examination of this RFQ;
- (b) accepted the RFQ and the terms and conditions governing the bidding process;
- (c) acknowledged that it does not have a Conflict of Interest;
- (d) satisfied itself about all matters, things and information necessary and required for submitting an informed Application in accordance with the terms and conditions of this RFQ;
- (e) acknowledged and agreed that the Public Partner, MOF and the Tender Commission and their respective Representatives shall not be liable to any Potential Bidder, for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including, without limitation: the accuracy, adequacy, correctness, completeness or reliability of the RFQ or any information contained within it; any omission, mistake or error on the part of the Public Partner, MOF or the Tender Commission; or the Public Partner's, MOF's or the Tender Commission's responses to queries or requests for clarifications made by the Potential Bidders; or any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way from participating in the bidding process, nor shall this be a ground for termination of any Project Agreement by the Private Partner; and
- (f) agreed to be bound by the undertakings provided by it in accordance with the terms and conditions set forth in this RFQ.

5. PREQUALIFICATION REQUIREMENTS

5.1 Prequalification Requirements

Potential Bidders must satisfy all the Prequalification Requirements set out in Sections 5.2 to 5.4. Potential Bidders must submit a complete Application, including all required Forms and supporting documents and information, in accordance with the terms and conditions of this RFQ, in order to demonstrate that such Potential Bidder satisfies such Prequalification Requirements.

5.2 Legal Prequalification Requirements

- (a) Nature of a Potential Bidder
 - (i) The Potential Bidder must be either:
 - (A) a corporation or business organization, duly incorporated or validly existing and duly registered under the laws of its country of domicile;
or
 - (B) a Consortium, where each Consortium Member is a corporation or business organization, duly incorporated or validly existing and duly registered under the laws of its country of domicile.
 - (ii) A Potential Bidder and, in the case of a Consortium, each Consortium Member, shall not be entitled to submit another Application, either individually or as a Consortium Member of any other Consortium, and shall not be entitled to participate in more than one Consortium bidding for the Project at the RFP Stage. Furthermore, a Potential Bidder can submit only one Application in response to this RFQ. In the event that an entity applying individually or as a Consortium Member participates in more than one Application, all the Applications with that entity's participation shall be deemed invalid.
- (b) A Potential Bidder and, in the case of a Consortium, each Consortium Member, must satisfy the following legal prequalification requirements (the "**Legal Prequalification Requirements**"):
 - (i) to be either: (a) a legal entity, duly incorporated or validly existing and duly registered under the laws of its country or domicile; or (b) a Consortium where each Consortium Member is a legal entity, duly incorporated or validly existing and duly registered under the laws of its country of domicile;
 - (ii) to have no grounds that may lead to a Conflict of Interest;
 - (iii) to have not been in the process of reorganization, liquidation and/or bankruptcy within the five (5) years prior to the Due Date;
 - (iv) to have not been convicted of any fraud, corruption, collusion or money laundering or for a criminal act involving dishonesty, physical violence or

intentional harm to human life, or for any criminal offence related to their professional conduct;

- (v) to have had no concession or power purchase agreement (or their equivalent) terminated that is attributable to an event of default of the power buyer or seller respectively, where such power buyer or seller is an affiliate of the Potential Bidder or Consortium Member;
 - (vi) to have not been previously suspended, disqualified or debarred from public procurement processes in Uzbekistan¹⁴ or in relation to any ADB related project;
 - (vii) to have not been debarred (including temporary debarment) pursuant to the public sanctions list of the ADB nor any multilateral or international development bank or funding agency that is a party to the Agreement on Mutual Enforcement of Debarment Decisions of 9 April 2010 (www.crossdebarment.org);
 - (viii) to have not been included on any sanctions lists promulgated by the UN Security Council or its committees, or any other recognized international sanctions list; and
 - (ix) to have not been engaged in business or transactions that are in violation of the sanctions imposed by the UN Security Council or its committees.
- (c) Authorized Representative

The Potential Bidder (or in the case of a Consortium, each Consortium Member), must have duly authorized a nominated representative to represent and irrevocably bind that Potential Bidder or Consortium Member, and conduct all business for and on behalf of that Potential Bidder or Consortium Member, during the bidding process for the Project ("**Authorized Representative**"), as evidenced by either: (i) a certified copy of a resolution of the board of directors authorizing the nominated representative on terms equivalent to those set out in Form 7 (Authorization to a Representative); **OR** (ii) provided that in the event that pursuant to the constitutional documents of any Potential Bidder or Consortium Member or applicable law requirements, it is not possible for a Potential Bidder or Consortium Member to provide said resolution, then a power of attorney in the form appended at Form 9 (Power of Attorney for Authorized Representative) authorizing the nominated representative on equivalent terms, accompanied by supporting evidence of the due authority of the signatory to the power of attorney and complying with all requirements under applicable law of domicile jurisdiction, shall be acceptable.

¹⁴ **Note to Potential Bidder:** The publicly available list of blacklisted bidders for public procurement in Uzbekistan is maintained by the Centre for Expertise under Ministry of Economic Development and Poverty Reduction and can be checked at <http://xarid.uz/unfairexecutor>.

- (d) Lead Sponsor¹⁵
- (i) Each Potential Bidder shall appoint and authorize one lead sponsor ("**Lead Sponsor**"). Where a Potential Bidder is a single entity, such entity shall be considered as the Lead Sponsor for such entity for the purposes of the RFQ.
 - (ii) Starting from the signature date of the Project Agreements and for two (2) years after the commencement of commercial operations of the Project, the Lead Sponsor shall hold and be beneficially entitled to a controlling interest in the Private Partner ("**Controlling Interest**"), and for these purposes a controlling interest shall comprise:
 - (A) a direct or indirect (i.e. through one or more Affiliates) shareholding of more than fifty per cent. (50%) of the share capital of the Private Partner;¹⁶ and
 - (B) the power to elect a majority of the board of directors (or other similar constituent body) or otherwise direct the management and policies of the Private Partner, directly or indirectly.
 - (iii) there shall be no contractual or other arrangement in respect of the Lead Sponsor that purports to transfer, assign or delegate to any third party any right, title or interest in respect of any part of the Controlling Interest (or does in practice so transfer, assign or delegate).
- (e) Additional Legal Prequalification Requirements applicable to Consortia

Where the Potential Bidder is a Consortium, it shall comply with the following additional requirements (in each case as shown in the Forms and supporting documents and information submitted by the Potential Bidder):

- (i) the Consortium shall not have more than 5 (five) Consortium Members (including the Lead Sponsor);
- (ii) the Consortium's Lead Sponsor shall be:
 - (A) duly authorized under a letter of authorization(s) to represent and irrevocably bind any and all Consortium Members, and conduct all business for and on behalf of any and all the Consortium Members, during the bidding process for the Project, as evidenced by Form 6 (Letter of Authorization for Consortium Leader) accompanied by

¹⁵ **Note to Potential Bidder:** Potential Bidders should take note of the requirement that the Lead Sponsor shall be only a single legal entity. This is different from the approach taken by JSC NEGU in past solar procurements.

¹⁶ **Note to Potential Bidder:** For example, a Consortium composed of one Lead Sponsor holding fifty one per cent. (51%) of the share capital of the Private Partner (and complying with all other RFQ requirements) and another Consortium Member (non-Lead Sponsor) holding forty-nine per cent. (49%) complies with Section 5.2(d). Detailed share retention provisions (including conditions and time constraints to divest shares) for the life of the Project will be provided in the Project Agreements.

supporting evidence of the due authority of the signatory/ signatories to the letter of authorization(s); and

- (B) duly designated by the Consortium as the consortium leader ("**Consortium Leader**");
- (iii) Consortium Members will be required to submit evidence of forming a Consortium and its organizational chart where Potential Bidders demonstrate the roles and responsibilities of each Consortium Member with reference to the financial, technical, operation and maintenance obligations for the Project, the resources available and which legal entities in the chart would be responsible for design, construction, O&M, etc. (in accordance with a completed Form 3, Section B).
- (iv) No legal entity or other person may participate or be involved directly or indirectly (including via an Affiliate) in more than one Application in the capacity of a Lead Sponsor or Consortium Member.
- (v) Subject to exceptions below, the identity of each Consortium Member included in any Consortium shall be fixed in the Applications until the Project Agreements signature. Changes to Consortia (removal, replacement and addition of any Consortium Member, including a Lead Sponsor), including any partnering arrangements, shall be permitted provided that:
 - (A) the change proposed is, in the reasonable opinion of the Tender Commission, made in good faith by the Potential Bidder;
 - (B) the Tender Commission has the necessary capacity and resources available, having regard to the requirements and procedures of the PPP Law, to review, approve and implement the change; and
 - (C) the Tender Commission has confirmed that the change proposed complies with the prequalification criteria of this RFQ and has provided, at its exclusive discretion, written approval to the change.
- (f) Satisfaction of Legal Prequalification Requirements shall be evidenced by submitting the following documents in respect of each Potential Bidder or Consortium Member, as applicable (in accordance with a completed Form 3, Section A):
 - (i) a Certificate of Compliance (as per Form 8) executed by an Authorized Representative and issued to the benefit of a Potential Bidder that Legal Prequalification Requirements listed in 5.2(b) are satisfied.
 - (ii) a comprehensive organization chart demonstrating how the Potential Bidder is owned, up to the level of ultimate beneficial ownership by individuals, publicly traded corporation, or state-owned organization, and identifying by name all legal or natural persons holding (at any level in the organization structure) an aggregate ultimate beneficial interest of at least five per cent. (5%);

- (iii) copies of up-to-date constitutional documents of the Potential Bidder (and if applicable, each Consortium Member) (to be attached to Form 3);
- (iv) authorizing board resolution(s) or a power(s) of attorney as per Section 5.2(c) including any required supporting documentation (see Form 7); and
- (v) in the case of a Consortium, additionally – Form 3B, together with a copy of the consortium agreement, joint venture agreement, memorandum or equivalent contract; and the letters of authorization (Form 6).

5.3 Financial Prequalification Requirements

(a) Financial Prequalification Requirements

Subject to the exceptions listed below, a Potential Bidder (whether directly or through its parent company) must satisfy each and all of the following financial requirements (the "**Financial Prequalification Requirements**"):

- (i) Each Consortium Member to provide certified copies of audited consolidated financial statements for the last three (3) full financial years as at the Due Date. Audited consolidated financial statements shall include a consolidated balance sheet, income statement, statement of cash flows and accompanying notes per international audit standards and shall be duly certified by an independent certified public accountant or auditor of acceptable reputation. If applicable law does not require the auditing of financial statements for a Consortium Member or such Consortium Member has not in fact had its financial statements audited for any of the last three (3) full financial years, Financial Prequalification Requirements will be satisfied by submitting non-audited consolidated financial statements accompanied by a written opinion issued by an independent certified public accountant or auditor certifying the relevant Consortium Member's net worth, and net worth to total assets ratio for the most recent full financial years for which such financial statements are available.
- (ii) A Lead Sponsor (whether a single Potential Bidder or in a Consortium) must have for each of the last three (3) full financial years as at the Due Date:
 - (A) a net worth (being the total amount of all total assets¹⁷ minus all total liabilities¹⁸, as stated in the audited balance sheet) of at least seventy million US Dollars (USD \$70,000,000) (or its equivalent in another currency using the exchange rate listed as the midpoint rate on

¹⁷ **Note to Potential Bidders:** Assets shall be calculated as the total consolidated assets of such entity measured in accordance with either IFRS or any other similar accounting or public accounting standard as applicable to a Lead Sponsor in his domicile jurisdiction.

¹⁸ **Note to Potential Bidders:** Liabilities shall be calculated as the total consolidated liabilities of such entity measured in accordance with either IFRS or any other similar accounting or public accounting standard which as applicable to a Lead Sponsor in his domicile jurisdiction.

<https://www.xe.com/currencytables/> as on the end date of relevant full financial year); and

- (B) net worth to total assets ratio of at least fifteen per cent. (15%.)
- (iii) In addition to the aforesaid, each Lead Sponsor shall provide a completed Form 5 both in hard copies and soft Excel versions¹⁹, visualizing that Financial Prequalification Requirements are met.
- (b) Notwithstanding the Financial Prequalification Requirements set out in Section 5.3(a), if the Lead Sponsor is, or is majority owned or controlled by, an investment fund and, as a result, cannot satisfy the Financial Prequalification Requirements, these shall be deemed to have been satisfied if its Application includes:
 - (i) irrevocable commitments from one or more investors in the relevant investment fund of at least one hundred million US Dollars (USD 100 million);
 - (ii) a letter from the Chief Financial Officer, Chief Investment Officer or equivalent of the manager of such fund:
 - (A) confirming the availability of an aggregate amount in uncommitted funds equal to the share of committed equity (including any stand-by equity arrangements in the financing plan) for the corresponding Lead Sponsor in the Project to be firmly allocated to the Project in the event of a successful bid;
 - (B) committing to inform the Tender Commission immediately upon such funds being allocated to another purpose; and
 - (C) acknowledging the right of the Tender Commission to disqualify the relevant Potential Bidder as a result of such reallocation.

5.4 Technical Prequalification Requirements

- (a) Technical Prequalification Requirements

The Lead Sponsor (in the case of a single Potential Bidder) or all Consortium Members in aggregate (in the case of a Consortium), must demonstrate relevant experience of:

- (i) developing (directly themselves):²⁰
- (ii) financing (through own equity with optionally external loans); and
- (iii) operating and maintaining (directly themselves)²¹ at least (the "**Technical Prequalification Requirements**):

¹⁹ **Note to Potential Bidder:** Excel should be in Microsoft Excel 2016 (or later).

²⁰ **Note to Potential Bidder:** To confirm involvement in the development stage and refer to financial closing date and COD, please submit evidence of participation in the bid submission as bidder, date of signing of a MoU or similar document, date of signing a joint development agreement or consortium agreement with other project developer, etc.

²¹ **Note to Potential Bidder:** Potential Bidder to detail for each proposed Eligible Project the O&M strategy used and the role played by the proposed Lead Sponsor in relation to O&M. The criteria in 5.4(a) will be considered satisfied on proposed Eligible Projects in case if O&M was rendered through a 3rd party

- (i) one (1) or more operational solar PV power plants anywhere in the world in aggregate equal to a minimum of 100MWac; and
 - (ii) a portfolio of grid connected power plants of any technology anywhere in the world of in aggregate equal to a minimum of 250MWe (for all technologies)
- (all referred to as "**Eligible Projects**").
- (b) Aforesaid experience requirements shall be subject to the following technical criteria:
 - (i) same Eligible Projects can be used to fulfill experience criteria in Section 5.4 (a)(i) and (ii);
 - (ii) Eligible Projects shall have entered commercial operation after 1st January 2016;
 - (iii) Eligible Projects shall have at least twelve (12) months of operational history since their respective commercial operation date as of the RFQ issue date;
 - (iv) Eligible Projects shall have a minimum size of 10MWe (10MWac for solar);
 - (v) two (2) or more Eligible Projects shall have a minimum size of 25MWe (25MWac for solar);
 - (vi) shares in the Eligible Projects must have been held by the Lead Sponsor or the relevant Consortium Member (as the case may be) with a direct or indirect (i.e. through one or more Affiliates) shareholding of at least twenty-five per cent. (25%),²² throughout construction and for a period of at least one (1) year after completion;²³
 - (vii) for solar PV power plants, photovoltaic technologies shall include only: polycrystalline and monocrystalline silicon, cadmium telluride and copper indium gallium selenide. Building-integrated, rooftop, and concentrating

contractor provided the Lead Sponsor or the relevant Consortium Member (as the case may be) can demonstrate in-house asset management/supervising capability especially with respect to technical aspects.

²² **Note to Potential Bidder:** In jurisdictions where only a portion of the shares of an IPP is tendered by the procurement authority and the remaining shares are owned by a passive government entity, then clarification is that the project can qualify for Section 5.4(b)(vi), provided the Potential Bidder gives evidence that shares in the Eligible Projects have been held by the Lead Sponsor or the relevant Consortium Member (as the case may be) with a direct or indirect (i.e. through one or more Affiliates) shareholding of at least twenty-five per cent. (25%) of the tendered shareholding, throughout construction and for a period of at least one (1) year after completion.

²³ **Note to Potential Bidder:** The Lead Sponsor or the relevant Consortium Member (as the case may be) is not required to maintain its shareholding in the shares of the Eligible Projects at the time of the Application submission. Further, where projects are structured under a GP/LP arrangement ("General Partner"/"Limited Partner") to qualify as Eligible Projects, shares in the GP must have been held by the Lead Sponsor or the relevant Consortium Member (as the case may be) with a direct or indirect (i.e. through one or more Affiliates) shareholding of at least fifty per cent. (50%), throughout construction and for a period of at least one (1) year after completion. Potential Bidder desiring to claim such Eligible Projects should provide a copy of the Limited Partnership Agreement to evidence the rights of the GP in managing the business and provide details on their role in operating and managing the project.

photovoltaic projects are not acceptable, while off-grid or floating solar are acceptable;

- (viii) such power plants' average availability to generate power constitutes at least ninety-seven per cent. (97%) for solar PV stations, ninety-five per cent. (95%) for Hydro Power Projects (HPP), ninety-five per cent. (95%) for wind plants, and ninety per cent. (90%) for all other plants since their relevant commercial operations date; and
 - (ix) relevant experience shall be within the corporate structure of the Potential Bidder (i.e. within Affiliates with at least twenty-five per cent. (25%) shareholding, but excluding nominated contractors, independent affiliated companies and associates).²⁴
- (c) For each power plant listed in Section 5.4(a), the Potential Bidder shall provide:
- (i) a clear statement with a reasonable description of the Eligible Project pursuant to Form 4;
 - (ii) independent documentary evidence (lender's engineer or independent engineer technical report, a series of detailed periodical operations and maintenance reports) with the details of the plant average availability calculations; and
 - (iii) extracts from the Lead Sponsor's or the relevant Consortium Member's (as the case may be) financial statements or certificate from a company registrar showing direct or indirect shareholding of Eligible Projects.

²⁴ **Note to Potential Bidder:** Affiliates (under the beneficial ownership of one Potential Bidder) cannot automatically qualify, and are required to enter into a consortium agreement at any time before submitting the Application by the Due Date under the RFQ.

6. SUBMISSION OF THE APPLICATION

6.1 Application Documents

Each Potential Bidder must submit its Application on or before the Due Date strictly in accordance with the requirements of this RFQ and each Application must include:

- (a) the RFQ submission identification sheet attached as set out in Section 6.4(h);
- (b) the original letter of application, duly completed and executed in the form set out in Form 2 (Letter of Application) (the "**Letter of Application**");
- (c) the Forms listed below as enclosures with the Letter of Application, each duly completed and, if applicable, executed in the form set out in the Appendix of this RFQ and otherwise in accordance with the instructions set out in this RFQ and with the required supporting documents and information appended thereto:

Form	Form Description	Executed/ Completed by
3	Particulars of Potential Bidder	<u>Single entity Potential Bidder</u> : Potential Bidder <u>Consortium</u> : Each Consortium Member
4	Particulars of Eligible Projects	<u>Single entity Potential Bidder</u> : Potential Bidder <u>Consortium</u> : Any one or more Consortium Member
5	Financial Capability	<u>Single entity Potential Bidder</u> : Potential Bidder <u>Consortium</u> : Lead Sponsor and each Consortium Member
6	Letter of Authorization for Consortium Leader	<u>Single entity Potential Bidder</u> : Not applicable <u>Consortium</u> : Consortium Members other than the Consortium Leader
7	Authorization to a Representative	<u>Single entity Potential Bidder</u> : Potential Bidder <u>Consortium</u> : Each Consortium Member

8	Certificate of Compliance	<u>Single entity Potential Bidder:</u> Potential Bidder <u>Consortium:</u> Each Consortium Member
9	Power of Attorney (where a board resolution may not approve an Authorized Representative)	<u>Single entity Potential Bidder:</u> Potential Bidder <u>Consortium:</u> Each Consortium Member
10	Application Checklist	<u>Single entity Potential Bidder:</u> Potential Bidder <u>Consortium:</u> Consortium Leader

6.2 Language and Translations

- (a) The Application, and any correspondence and other documents related to the Application or this RFQ submitted by the Potential Bidder shall be written in English.
- (b) Supporting printed literature, documents or other information furnished by a Potential Bidder in another foreign language shall be permitted provided that it is accompanied by an English translation, certified²⁵ by a translator to be a complete and accurate translation of the original. In the event of conflict between the original text and the certified English translation, the certified English translation shall prevail.
- (c) Each Application shall also be accompanied by a Russian translation certified by a translator to be a complete and accurate translation of the original, except that the following documents do not require translation into Russian:
 - (i) up-to-date constitutional corporate documents of a Potential Bidder (Section 5.2(f)(iii) in Legal Prequalification Requirements);
 - (ii) the certified copies of audited consolidated financial statements for the last three (3) full financial years as at the Due Date (Section 5.3(a)(i) in Financial Prequalification Requirements); and
 - (iii) independent documentary evidence (lender’s engineer or independent engineer technical report, a series of detailed periodical operations and maintenance reports) with the details of the plant average availability calculations (Section 5.4(c)(ii) in the Technical Prequalification Requirements).

²⁵ **Note to a Potential Bidder:** A certified translation means that the accuracy and completeness of the translation is confirmed by a translator signature and a stamp of a translation agency, if available. The signature should be accompanied by a following statement (can be added in handwriting): “This is to certify that the translation is a complete and accurate translation of the original”.

- (d) The Tender Commission may have Russian translation of the RFQ for internal purposes.
- (e) English versions will be binding in the event of any discrepancy between the English and Russian versions of the documents.

6.3 Currency Amounts

- (a) All figures in currency amounts must be submitted in the original currency with the equivalent amount stated in USD.
- (b) The exchange rate in the event that the Potential Bidders need to convert foreign currency amounts to USD, shall be those rates listed as the mean rate on <https://www.xe.com/currencytables/> as on the end date of the relevant financial year (e.g. as of 31 December, 31 March, or 30 June (as the case may be)). The Potential Bidder must state the relevant currency and the exchange rate applied for any converted sums.
- (c) The Public Partner reserves the right to dismiss any Application if there are material calculation errors.
- (d) In the event of any discrepancy between any amount in words and figures, the amount in words shall prevail.

6.4 Signing, Sealing, and Marking of Applications

- (a) Potential Bidders must submit 1 (one) original and 2 (two) paper copies of their Application in the form described in Section 6.1.
- (b) The Application shall be in written form, using Arial or Times New Roman type with minimum font size 10, printed in standard A4 paper, bound together in ring binders or folders and be fully paginated. Printing can be either one-sided or two-sided.
- (c) The original of an Application must be clearly marked "ORIGINAL" ("**Original Application**") and the other copies marked "COPY" ("**Copy Applications**"). In the event of any discrepancies between the Original Application and any Copy Applications, the Original Application shall prevail.
- (d) The Original Application shall be signed by the Authorized Representative of the Potential Bidder who shall also initial each page of the Original Application, in each case in blue or black ink. Any alterations, omissions, additions or any other amendments made to the Original Application shall be initialed by the Authorized Representative of the Potential Bidder.
- (e) The Potential Bidder shall seal: the Original Application in an envelope marking the envelope as "ORIGINAL"; and the Copy Applications in envelopes marking the envelopes as "COPIES".
- (f) Additionally, two (2) identical electronic versions of the Application shall be provided on memory sticks, with both scanned signed versions of the Original Application

provided in PDF format and the Word / Excel versions of each Form in original Microsoft Office format.

- (g) The Potential Bidder shall prepare an outer envelope or package, which shall contain:
- (i) the envelope marked ORIGINAL and the two (2) envelopes marked COPIES prepared in accordance with Section 6.4(c);
 - (ii) two (2) memory sticks prepared in accordance with Section 6.4(f); and
 - (iii) each of the three (3) envelopes referred to in Section 6.4(g)(i) must contain three (3) separate envelopes / packages / boxes marked Technical Prequalification Requirements, Legal Prequalification Requirements, and Financial Prequalification Requirements respectively,

(together, the "**Package**").

- (h) The Package shall:
- (i) have the RFQ Submission Identification Sheet, in the form set out in Form 1, affixed to the outside along with a duplicate for receipt of submission which shall:
 - (A) clearly be marked "**Application for Qualification for Utility-Scale Solar Photovoltaic Project in Guzar District, Kashkadarya Region of the Republic of Uzbekistan**";
 - (B) clearly indicate the name and address of the Potential Bidder; and
 - (C) indicate the Due Date on the right-hand corner;
 - (ii) be addressed and submitted to:

Designation:	JSC "National Electric Grid of Uzbekistan"
Address:	6, Istiklol street, 100000 Mirzo-Ulugbek district Tashkent city, Republic of Uzbekistan

; and

- (iii) be hermetically sealed.

If the Package and each envelope enclosed within it are not sealed and marked as instructed above, the Public Partner / Tender Commission assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted and subsequent losses, if any, suffered by the Potential Bidder.

- (i) The Potential Bidder may deliver or submit the Application either through pre-paid courier or in person, at the address provided in Section 6.4(h)(ii). Applications submitted by any other means, including fax, telex, telegram or e-mail, shall not be accepted and shall be rejected.

6.5 Due Date

- (a) Electronic versions of the Applications shall be submitted on or before 18:00 hours Tashkent Time, on 30 March 2022 (the "**Due Date**") to the VDR, in the manner and form as detailed in this RFQ document.
- (b) It is the sole responsibility of each Potential Bidder to make sure that the electronic version of the Application is submitted to the VDR on or before the Due Date.
- (c) Potential Bidders shall note that electronic submission alone is not allowed. Due to the Covid-19 pandemic situation and counter-measures introduced by the Government of the Republic of Uzbekistan and other states, Public Partner does not impose the requirement for legalization or apostil of the supporting documents from foreign states to ease the collection for Applications. For submissions: (i) complete electronic versions of the Application, as per the requirements of the RFQ document, shall be submitted to the VDR, together with the evidence of the shipment of the Package, on or before the Due Date; and (ii) identical hard copies of the Applications (Package) as per the requirements of the RFQ document must be delivered to the address provided in Section 6.4(h)(ii), within twenty-one (21) Days of the Due Date. Evaluation of the Applications shall be undertaken based upon the electronic versions thereof and any electronic Application rated "pass" will be conditional on the delivery of the hard-copy Package within twenty-one (21) Days of the Due Date.
- (d) Potential Bidders are informed that the capability of international courier services is affected by the current situation, and Potential Bidders need to: (i) check the courier's updated timelines for international deliveries; and (ii) dispatch the Application in good time before the Due Date. Potential Bidders are advised that they are fully responsible for late delivery of the Application by their courier service providers.
- (e) The Public Partner may, in its discretion, extend the Due Date by issuing an Addendum or Corrigendum to all Potential Bidders.

6.6 Late Applications

Electronic versions of the Applications received by the Tender Commission after the specified time on the Due Date shall not be eligible for consideration and shall be rejected.

6.7 Modifications, Substitutions or Withdrawal of Applications

- (a) The Potential Bidder may modify, substitute or withdraw its Application after submission, provided that a written notice of the modification, substitution or withdrawal is received by the Tender Commission prior to the Due Date. No Application shall be modified, substituted or withdrawn by the Potential Bidder after the Due Date.
- (b) The modification, substitution or withdrawal notice shall be prepared, signed, sealed, marked, and delivered, in an original version, copies and electronic versions, in

accordance with Section 6.4, with the envelopes being additionally marked as "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

- (c) Any modification, substitution or withdrawal of the Application or additional information supplied subsequent to the Due Date, unless the same has been expressly sought by the Tender Commission, shall be disregarded.

6.8 Joint and Several Liability

Where the Potential Bidder is a Consortium, all Consortium Members shall be jointly and severally liable for the obligations under this RFQ.

6.9 Return of Applications

The Tender Commission will not return any Application or any information provided along therewith by a Potential Bidder. However, Applications that have been duly rejected under Section 6.6 or withdrawn under Section 6.7, may be collected by the Potential Bidder or their Authorized Representative on or after the Due Date. If the Applications are not collected within thirty (30) Days of the Due Date, the Tender Commission reserve the right to dispose of the Application.

7. EVALUATION OF THE APPLICATIONS

7.1 Opening of Applications

- (a) The Tender Commission shall open the electronic versions of the Applications at certain time and date to be announced²⁶ at the place specified in Section 6.4(h)(ii). Applications for which a notice of withdrawal has been submitted in accordance with Section 6.7 shall not be opened. Whether an opening ceremony for received Applications is to be made online or offline will be determined by the Tender Commission closer to the Due Date, taking into account the Covid-19 pandemic measures.
- (b) The Tender Commission will subsequently review and evaluate each Application in accordance with the provisions set out in this RFQ. Prequalification of the Potential Bidders will be determined by the Tender Commission in accordance with the processes, procedures and the prequalification criteria outlined in this RFQ. The Tender Commission reserves the right to use and interpret the documentation it receives in accordance with its own judgement in order to properly apply the prequalification criteria to pre-qualify and shortlist Potential Bidders.

7.2 Test of compliance

- (a) The Tender Commission will conduct an initial review of each Potential Bidder and each Application received for completeness and compliance with the RFQ to determine if the Application should be considered further.
- (b) The Tender Commission in its absolute discretion may (but is not obliged to) waive any non-conformity or irregularity in a format of an Application, but not in the Prequalification Requirements.

7.3 Right to accept or reject any or all Applications

- (a) Subject to the terms of this RFQ, the Tender Commission may accept or reject any Application or annul the bidding process at any time without any liability or any obligation and without assigning any reasons. If the Tender Commission rejects all Applications and/or annuls the bidding process, it may, in its discretion, re-issue the RFQ. The Tender Commission shall reject any Applications in the following circumstances:
 - (i) if the Application is deemed to be incomplete, non-responsive, inconsistent, ambiguous for any reason including, without limitation, if the Potential Bidder:
 - (A) has failed to deliver a signed NDA (or if a Consortium, any Consortium Member has failed to deliver a signed NDA);

²⁶ **Note to a Potential Bidder:** Exact time and date for opening electronic versions of the Applications will be announced on the next working day following the Due Date.

- (B) fails to submit the complete Application in the form and in accordance with the requirements set out in this RFQ;
- (C) submits an Application that is subject to any conditions or qualifications; or
- (D) fails to submit the Application by the Due Date;
- (ii) if any one (1) or more of the Prequalification Requirements are not met by the Potential Bidder;
- (iii) if the Potential Bidder or, where the Potential Bidder is a Consortium, any Consortium Member:
 - (A) does not have the legal capacity to enter or is otherwise restricted from entering into a contract with the Public Partner;
 - (B) is insolvent, in receivership, bankrupt or being wound up or its business activities are to be suspended or it is to be the subject of legal proceedings for any of the foregoing, or it intends to submit an application for insolvency or liquidation;
- (b) Notwithstanding anything contained in this RFQ, the Tender Commission reserves the right to disqualify any Potential Bidder (and where the Potential Bidder is a Consortium, the entire Consortium) and/or reject any Application at any time and in its sole discretion, in the following circumstances:
 - (i) if at any time, a misrepresentation that could lead to failure to meet any requirements set out in this RFQ is made or discovered in the Application;
 - (ii) if the Potential Bidder or, where the Potential Bidder is a Consortium, any Consortium Member:
 - (A) provides materially incorrect or false information; or
 - (B) has a Conflict of Interest; or
 - (C) has directly or indirectly or through an agent, engaged in any Corrupt Practice, Coercive Practice, Collusive Practice, Fraudulent Practice, Obstructive Practice, Restrictive Practice or Undesirable Practice, or any other Integrity Violations in the bidding process for the Project or in the bidding process for any other project in the three (3) years prior to and ending on the Due Date or is otherwise in breach of the terms of Section 9; or
 - (iii) if the Potential Bidder or, where the Potential Bidder is a Consortium, any Consortium Member:
 - (A) is from a country which does not have diplomatic relations with Uzbekistan or has been included on any sanctions lists promulgated by

the United Nations Security Council or its committees, or on any other recognized international sanctions list;

- (B) has been engaged in activities (directly or through any Affiliate) that are in violation of the sanctions imposed by the UN Security Council or its committees, or national sanctions in Uzbekistan;
 - (C) has been debarred (including temporary debarment) pursuant to the public sanctions list of the ADB or any multilateral or international development bank or funding agency such as the World Bank, that is a party to the Agreement on Mutual Enforcement of Debarment Decisions of 9 April 2010 (www.crossdebarment.org) during the five (5) years prior to, and ending on, the Due Date;
 - (D) has, including any of its Connected Persons, been convicted of fraud, corruption, collusion or money laundering or for a criminal act involving dishonesty, physical violence or harm to human life within the three (3) years prior to, and ending on, the Due Date;
 - (E) has, including any of its Connected Persons, been excluded or Disqualified from a bid or other public procurement process or prohibited from participating in any project in Uzbekistan for any of the same circumstances set forth in this Section 7.3(b) during the five (5) years prior to, and ending on, the Due Date;
 - (F) has ownership in any entity which in the five (5) years prior to, and ending on, the Due Date has been excluded or Disqualified from a bid or other public procurement process or prohibited from participating in any project in Uzbekistan for any of the same circumstances set forth in this Section 7.3(b), if that prohibition subsists as on the date of the Application.
- (c) If it is found that any of the circumstances in Section 7.3(b) above have occurred, the Public Partner reserves the right to take any such measures as may be deemed fit by the Public Partner and at its sole discretion, including annulment of the bidding process.
- (d) Notwithstanding anything to the contrary contained in this RFQ, the Public Partner / Tender Commission shall not be liable to the Potential Bidder in any manner whatsoever in the event of rejection of an Application, termination of the bidding process or re-issue of the RFQ thereafter.

7.4 Evaluation

- (a) Following its initial review of completeness and compliance as set out in Section 7.2, the Tender Commission will proceed to conducting its evaluation of those Applications that are not rejected or withdrawn.

- (b) The Tender Commission shall first evaluate each Application in accordance with Section 5 to determine if the Prequalification Requirements have been satisfied and if the Application and Potential Bidder are pre-qualified. An Application will be given an overall rating of "prequalified" if each Prequalification Requirement is rated "pass". Subject to Section 7.2(b), a Potential Bidder will be disqualified if any Prequalification Requirement is marked "fail".

7.5 Clarification requests by the Tender Commission

- (a) The evaluation of each Application will be based solely on the contents of the Application and any clarification and/or supplementary information provided pursuant to this Section.
- (b) To facilitate evaluation of each Application, the Tender Commission may at its sole discretion, seek written clarifications and/or supplementary information from any Potential Bidder regarding its Application through letter and/or email after the Application has been received. The Potential Bidder shall submit any requested clarification(s) and/or supplementary information by letter and a copy by email to the Tender Commission Representative, within the time prescribed by the Tender Commission. Any extension to prescribed time for response shall be at the sole discretion of the Tender Commission.
- (c) If a Potential Bidder does not provide any requested clarification and/or supplementary information within the prescribed time, its Application may be rejected. If the Application is not rejected, the Tender Commission may proceed to evaluate the Application by interpreting the particulars requiring clarification to the best of its understanding and that of its advisors, and the Potential Bidder may not question the Tender Commission's interpretation.
- (d) A Potential Bidder shall not be permitted to make amendments to its Original Application in the form of a clarification.
- (e) The Tender Commission reserves the right to verify all statements, information, references and documents submitted by the Potential Bidder in response to this RFQ, including by way of reference checks. The Tender Commission may rely on and consider any information obtained from any reference or source in connection with any Application and it may further apply any such information in evaluating the applicable Application. Failure of the Tender Commission to undertake any such verification shall not relieve the Potential Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Tender Commission.

7.6 Treatment of a single Application

In the event that only one Application is received in response to the RFQ or if there is only one Potential Bidder who has prequalified at the end of the RFQ Stage, the bidding process shall be cancelled. The Tender Commission may re-launch the RFQ process, modifying the RFQ as required and/or may take such other action as permitted under the PPP Law.

7.7 Notification and debriefing

Following approval by the Tender Commission, the Public Partner will communicate with all Potential Bidders via the Authority Communication Protocol to inform them whether or not they have been selected as the Prequalified Bidders for participation in the RFP Stage. The Public Partner shall then publicly disclose the names of the Prequalified Bidders, and issue the RFP to those Prequalified Bidders.

8. CONFLICT OF INTEREST

- (a) Potential Bidders shall not have a Conflict of Interest in relation to this Project. Any Potential Bidder found to have a Conflict of Interest shall be disqualified.
- (b) For the purposes of this RFQ, "**Conflict of Interest**" means, in respect of any Potential Bidder:
 - (i) such Potential Bidder (or any constituent thereof) and any other Potential Bidder (or any constituent thereof) have either directly or indirectly common controlling shareholders;
 - (ii) such Potential Bidder receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated loan from any other Potential Bidder, or has provided any such direct or indirect subsidy, grant, concessional loan or subordinated loan to any other Potential Bidder;
 - (iii) such Potential Bidder has a relationship with another Potential Bidder, either directly or through common third parties, that puts them in a position to have access to each other's information or influence the Application of the other;
 - (iv) such Potential Bidder has participated as a consultant(s) and/or adviser(s) or has directly assisted the Public Partner in the preparation of any documents, design or technical specifications of the Project;
 - (v) such Potential Bidder employs or has employed an officer or employee of the Public Partner in relation to the Project during the RFQ Stage of the bidding process; or
 - (vi) such Potential Bidder appoints any legal, financial or technical adviser of the Public Partner in relation to the Project for matters related to or incidental to the Project or the RFQ.
- (c) Potential Bidders or their agents and/or employees shall not engage in discussions or other communications with any other Potential Bidder or their agents and/or employees regarding the preparation or submission of their Application.²⁷ Breach of this provision may result in disqualification of the Potential Bidder from the bidding process.
- (d) Notwithstanding anything else to the contrary in this RFQ, Potential Bidders may use the same firm or firms to obtain geotechnical, topographical, or other information about the site and may use the same firm or firms to obtain legal advice in respect of the RFQ or Project.

²⁷ **Note to Potential Bidder:** For clarity, Potential Bidders are allowed to discuss with other Potential Bidders only in relation to matters related to the formation of a Consortium in view of submitting a single Application. Section 8(c) restricts any discussions or other communications between Potential Bidders intending to submit separate Applications.

9. FRAUDULENT AND CORRUPT PRACTICES

- (a) Potential Bidders and their respective partners, suppliers, sub-contractors, sub-consultants, officers, employees, agents, service providers and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Tender Commission shall reject an Application without being liable in any manner whatsoever to the Potential Bidder if it determines that the Potential Bidder has directly or indirectly or through an agent, engaged in Corrupt Practice, Coercive Practice, Collusive Practice, Fraudulent Practice, Obstructive Practice, Restrictive Practice or Undesirable Practice, or any other Integrity Violations in the bidding process.
- (b) Furthermore, a Potential Bidder shall not be eligible to participate in any bidding process for any other project of the Public Partner for a period of three (3) years from the date such Potential Bidder is found by the Public Partner or Tender Commission to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Coercive Practice, Collusive Practice, Fraudulent Practice, Obstructive Practice, Restrictive Practice or Undesirable Practice, or any other Integrity Violations.
- (c) For the purposes of this Section or the usage of such terms elsewhere throughout this RFQ, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (i) "**Corrupt Practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence the actions of any persons connected with the bidding process for or on behalf of the Public Partner;
 - (ii) "**Coercive Practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or the property of that person to influence improperly the actions of a person involved in the bidding process;
 - (iii) "**Collusive Practice**" means an arrangement between two (2) or more persons involved in the bidding process designed to achieve an improper purpose, including influencing improperly the actions of another person;
 - (iv) "**Fraudulent Practice**" means any act or omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead a person involved in the bidding process to obtain a financial or other benefit or to avoid an obligation;
 - (v) "**Obstructive Practice**" means: (1) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (2) acts intended to materially impede the exercise of the

inspection and audit rights of the Public Partner, or lender/s of the Project including any development partner of the lender/s;

- (vi) **"Restrictive Practice"** means forming a cartel or arriving at any understanding or arrangement among the Potential Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process;
 - (vii) **"Undesirable Practice"** means: (1) establishing contact with any person connected with or employed or engaged by the Public Partner or Tender Commission with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (2) having a Conflict of Interest; and
 - (viii) **"Integrity Violation"** is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time)²⁸, which violates ADB's Anticorruption Policy²⁹, including (i) to (vii) above and the following: (x) violations of ADB Sanctions³⁰; (y) retaliation against whistleblowers or witnesses; and (z) other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.
- (d) Necessary action will be taken against a Potential Bidder for any Corrupt Practice, Coercive Practice, Collusive Practice, Fraudulent Practice, Obstructive Practice, Restrictive Practice or Undesirable Practice, or any other Integrity Violations, in accordance with the applicable laws and policies.
- (e) All Potential Bidders and their related parties engaged or involved in the bidding process shall have a duty to cooperate fully in any screening or investigation that may be carried out in relation to any of the above provisions of this Section 9.

²⁸ <https://www.adb.org/documents/integrity-principles-and-guidelines>

²⁹ <https://www.adb.org/documents/anticorruption-policy>

³⁰ <https://www.adb.org/site/integrity/sanctions>. *Explanatory note:* Potential Bidders and their respective Consortium Member, suppliers, sub-contractors, sub-consultants, officers, employees, agents, service providers and advisers shall not be: (i) listed on the ADB Sanctions List, nor (ii) resident or located or operating from any country or territory which is subject to comprehensive or countrywide sanction or restriction under United Nations Security Council resolutions or the trade or economic sanctions laws or regulations of the United States of America, the European Union or the United Kingdom., i.e. those which go beyond imposing restrictions on individuals or entities and restrict or limit dealings with the country or its government or institutions in general (which, as of the date of this RFQ, shall mean Crimea, Cuba, Iran, North Korea, Sudan and Syria).

10. MISCELLANEOUS

10.1 Confidentiality

- (a) All communications between the Potential Bidders and the Public Partner, MOF, or the Tender Commission (including other authorities) and all information obtained in connection with or arising out of this RFQ, shall be treated as confidential in accordance with the NDA, in each case during as well as after preparation and submission of the Applications. In the event of any breach of the confidentiality obligations set forth in the NDA on the side of the Potential Bidder, the Tender Commission, at its sole and absolute discretion, may at any time reject the Application by the Potential Bidder without any further consideration and terminate such Potential Bidder's right to continue in the bidding process.
- (b) Potential Bidders and their respective Authorized Persons must treat all information obtained in connection with or arising out of the bidding process as the property of the Public Partner. The Application and all other correspondence, documentation and information provided to the Public Partner by the Potential Bidder in connection with the bidding process shall become the property of the Public Partner. All information collected or processed by, or for, the Public Partner is for its sole use at its discretion.
- (c) Potential Bidders and their respective Authorized Persons must treat all information referred to in Sections 10.1(a) and (b) in a highly confidential manner and not use this information for any purpose other than for the purpose of the bidding process and in order to fulfil any related requirement from this RFQ Stage. Without limiting the generality of the foregoing, Potential Bidders and their respective Authorized Persons participating in any aspect of the RFQ Stage, shall keep highly confidential such participation and any developments in the bidding process.
- (d) Notwithstanding the foregoing, the obligation of confidentiality shall not pertain to information which was at the time of disclosure, or which thereafter became, part of the public domain or is required to be disclosed by law or a court order, where, in such cases, all reasonable attempts will be made to notify the Tender Commission / Public Partner / MOF in advance of doing so.
- (e) Subject to the provisions of this RFQ, the Tender Commission / Public Partner / MOF shall endeavor to maintain the confidentiality of information and/or documents relating to the prequalification, examination, clarification, evaluation, negotiations, approval or any other function related to the bidding process, provided that this shall not restrict disclosure to any person who is officially concerned with the bidding process or is a retained professional advisor advising the Public Partner or other state authority in the Tender Commission in relation to matters arising out of, or concerning the bidding process. The Tender Commission / Public Partner / MOF will further require all those who have access to such information and/or documents to treat the same as confidential.

- (f) Notwithstanding the foregoing, information may become public through the operation of law, or otherwise due to the need for transparency and accountability and in protection of the public interest in the Public Partner or the Tender Commission and in decisions made by them. The Public Partner, MOF or the Tender Commission shall not in any way be liable for disclosure of any confidential information if the disclosure is required under the Uzbekistan Law on Open Operations of the State Power and Management Bodies, 2014 or if the Public Partner or the Tender Commission have been directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the Public Partner or the Tender Commission or as may be required by law or in connection with any legal process.

10.2 **Governing Law**

The bidding process shall be governed by and construed in accordance with the laws of Uzbekistan and the courts of the Republic of Uzbekistan shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process.

10.3 **Contact Details**

All correspondence and contact by Potential Bidders (including Consortium Members in the case of a Consortium) with the Public Partner in relation to this RFQ must be made only by email directly with each of the representatives designated in Section 4.6(b) or any alternative representative as may be notified by the Public Partner to the Potential Bidders separately.

APPENDIX

ANNEXES

- A. Minimum Technical Requirements
- B. Form of the NDA

FORMS

- Form 1 - RFQ Submission Identification Sheet
- Form 2 - Letter of Application
- Form 3 - Particulars of Potential Bidder
- Form 4 – Particulars of Eligible Projects
- Form 5 – Financial Capability
- Form 6 – Letter of Authorization for Consortium Leader
- Form 7 – Authorization to a Representative
- Form 8 – Certificate of Compliance
- Form 9 – Power of Attorney (if applicable)
- Form 10 – Application Checklist

ANNEX A
MINIMUM TECHNICAL REQUIREMENTS

a. PV Modules

The PV modules may be either crystalline or thin film and shall have valid certifications issued by reputable testing institutions according to latest IEC standards as follows:

- Test for electrical safety: IEC 61730:
 - Part 1: requirements for construction.
 - Part 2: requirements for testing.
- Design qualification and type approval:
 - IEC 61215/61646 (all parts)
- Exceeding IEC 61215/61646 requirements in terms of duration or number of cycles for Damp Heat, Thermal Cycling and Humid Freeze testing by a factor of two (i.e. two thousand (2000) hours for Damp Heat test, four hundred (400) hours for Thermal Cycling test, twenty (20) cycles for Humid Freeze test).
- Meeting IEC 61215/61646 requirements for Damp Heat and Thermal Cycling tests while under voltage bias of 1000V.
- Testing for Potential Induced Degradation (PID) at eighty-five degrees centigrade (85 °C) and eighty-five per cent. (85%) relative humidity in accordance with IEC 62804 Ed 1.0.
- CE Certification.

In addition, due to the conditions prevailing on the Site (i.e. proximity to agricultural areas), the PV modules must be compliant with the following standards:

- IEC 62716 (Photovoltaic (PV) modules - Ammonia corrosion testing)

The PV modules shall have a minimum efficiency at Standard Test Conditions of eighteen per cent. (18%) in the case of crystalline modules, or sixteen per cent. (16%) in the case of thin film modules in order to avoid low efficiency technologies that would require larger land area.

The following minimum guarantees shall be applicable:

- Product warranty of ten (10) years; and
- Linear degradation warranty as follows:
 - for any technology, two and a half per cent. (2.5%) in the first year; and zero point seven per cent. (0.7%) each year thereafter until year twenty-five (25), and
 - with, in either case, a guaranteed power output after twenty-five (25) years no less than eighty per cent. (80%) of the initial nominal power.

All PV modules shall be of the same type, from a single manufacturer and shall have been installed in at least three (3) different projects in the past two (2) years, in each case financed on a non-recourse or limited recourse basis. The manufacturer shall conform to the following requirements:

- Five (5) year manufacturing history;
- >5,000 MW global installed capacity;
- >1,000 MW/year manufacturing capacity;
- PV Module manufacturing facilities certified according to:
 - ISO 9001 – Quality Management Systems; and
 - ISO 14001 – Environmental Management Systems.

b. Inverters

The inverters must have a minimum Euro efficiency of ninety-eight per cent. (98%), a product warranty of at least ten (10) years and guarantee against manufacturing defects of at least five (5) years.

The inverter shall be either: (i) indoor type and located inside an inverter room; or (ii) a proven outdoor type with a minimum protection rating of IP65. If outdoor type, the inverters are to be provided within an inverter station designed to withstand at least fifty degrees centigrade (50°C) of external ambient temperature.

All inverters shall be of the same type, from a single manufacturer and shall have been installed in at least three (3) different projects in the past two (2) years, in each case financed on a non-recourse or limited recourse basis. The manufacturer shall conform to the following requirements:

- Five (5) year manufacturing history;
- >3,000 MW global installed capacity;
- >500 MW/year manufacturing capacity;
- Inverter manufacturing facilities certified according to:
 - ISO 9001 – Quality Management Systems; and
 - ISO 14001 – Environmental Management Systems.

c. Battery Energy Storage System (BESS)

The BESS shall have valid certifications issued by reputable testing institutions according to IEC/EN standards as follows:

- Electrical energy storage (ESS) systems: IEC 62933

The BESS must have:

- a minimum energy efficiency of eighty-five per cent. (85%) including standby loss percentage
- a minimum long cycle life of five thousand (5000) cycles at discharge of eighty per cent. (80%)
- a product warranty of at least ten (10) years; and

All the battery energy system components shall have been installed in at least three (3) different energy storage systems of grid connected power projects in the past two (2) years, in each case financed on a nonrecourse or limited recourse basis. The manufacturer shall conform to the following requirements:

- Five (5) year manufacturing history;
- >2000 MW aggregated manufactured capacity;
- >400 MW/year manufacturing capacity;
- BESS manufacturing facilities certified according to: -
 - ISO 9001 – Quality Management Systems; and
 - ISO 14001 – Environmental Management Systems.

The RFP will detail these requirements and other minimum technical requirements, including those applicable to the construction contractors and suppliers.

ANNEX B
FORM OF THE NDA³¹

NON-DISCLOSURE AGREEMENT

This Agreement is made in Tashkent, Uzbekistan, on this day of _____ 2021 by and between:

- I. The potential bidder whose name, identity and the name of a duly authorized legal representative appear on the signature page of this Agreement (the "**Potential Bidder**"); on the one hand, and
- II. (i) JSC National Electric Grid of Uzbekistan ("**NEGU**"), as designated Public Partner for the Guzar Solar PV Project in Uzbekistan (the "**Project**"), and (ii) The Ministry of Energy of the Republic of Uzbekistan ("**MOE**"), as a regulatory sector ministry (together referred to as the "**State Authorities**"), on the other hand,

I, and II, each a "**Party**" and together, the "**Parties**", with the support of the Public Private Partnership Development Agency under the Ministry of Finance of the Republic of Uzbekistan (the "**PPPDA**"), and the assistance of the Asian Development Bank ("**ADB**") and its Advisors (as defined in Clause 3.2 below);

in relation to the Request for Prequalification (the "**RFQ**") and the associated Request for Proposals (the "**RFP**") to be issued by the Government of the Republic of Uzbekistan in connection with the determination of the list of prequalified bidders (the "**Prequalified Bidders**") to develop the Project.

WHEREAS

- (A) The Parties will upload to a designated website-based virtual data room (the "**VDR**") and share sensitive financial or proprietary information of confidential or non-confidential nature to review, evaluate or consider while pursuing business opportunities to be granted under the Project.
- (B) The Parties wish to provide for the conditions of disclosure of such information and the rules governing use and the protection thereof by the Parties.
- (C) In consideration of the State Authorities agreeing to grant access to the VDR, the Potential Bidder hereby agrees to comply with this Agreement.

³¹ **Note to a Potential Bidder:** For communication in relation to the execution of the NDA, please use the following IDs: (i) NEGU: dwwipp@uzbekistonmet.uz, (ii) MOE: tilabov.s@minenergy.uz; pv_adb_tenders@minenergy.uz; guzar_pv_tender@minenergy.uz; and (iii) ADB: guzar-solar@adb.org.

NOW, THEREFORE, the Parties have now agreed on the following:

1 General

- 1.1 This Agreement shall take effect on the date of execution and delivery of this Agreement by all Parties (the "**Effective Date**"). Any use of the uploaded information by the Potential Bidder shall be construed as a consent, acceptance, execution and delivery of this Agreement regardless of its signature.
- 1.2 Any information, documents or data in any form that contains proprietary, operational, financial, legal, corporate, technical, commercial or other publicly unavailable information pertaining to the subject matter of the Project as disclosed in the VDR or otherwise, including any information added at any time, information provided directly in response to questions and any other information, materials or data: (a) disclosed to the Potential Bidder by or on behalf of the State Authorities in any form or by any means or through any medium; or (b) disclosed to the State Authorities by or on behalf of the Potential Bidder in connection with the Project, in each case whether it is disclosed on the Effective Date (**Confidential Information**) is being made available subject to, and on the terms and conditions of, this Agreement.
- 1.3 This Agreement sets out the obligations, rules and procedures governing the confidentiality undertaking and use of the VDR to be made available to: (a) any ministry, department or political subdivision thereof, any municipality, any other governmental entity, instrumentality, agency, authority, committee or commission, under the direct or indirect control of the Government of the Republic of Uzbekistan, or any department or political subdivision thereof, or any independent regulatory authority relating thereto, having jurisdiction under the laws of Uzbekistan over the Project (together referred to as the "**Competent Authorities**") and their respective associates, officers, statutory facilitation agency – PPPDA, and its appointed consultants and advisors (its "**Associates**"); (b) professional advisers appointed by the State Authorities: ADB Office of PPP, law firms of Trinity International LLP and Centil Law Firm, the engineering firm Suntrace and financial adviser Mr. Christopher David Patt (the "**Advisors**"); (c) the Potential Bidders and their respective affiliates, employees, consultants and professional advisers (including, but not limited to: technical, financial, tax, accountant, legal) (the "**Authorized Users**") who need to know such information for the purpose of considering the Project; and (d) the Potential Bidders' prospective contractors, co-sponsors or lenders , and their respective employees, consultants and professional advisers (each "**Permitted Users**" – who, together with Authorized Users, shall be referred to as "**Authorized Persons**"). Each State Authority shall make appropriate arrangements to ensure that any Competent Authority shall agree to be bound by the confidentiality obligations of the State Authorities with respect to Confidential Information. Each Party shall make appropriate arrangements to ensure that any Associates, Advisors or Authorized Persons (as the case may be) agree to be bound by the confidentiality obligations of the relevant Party with respect to the Confidential Information.

- 1.4 The signing of this Agreement by the Potential Bidder's Representative (as defined below) shall be deemed to be on behalf of all Authorized Users and Permitted Users with access to the VDR.
- 1.5 The Parties shall comply and cause their respective Associates, Advisors and Authorized Persons (as the case may be) to comply with any obligation imposed by this Agreement as if such persons were itself a signatory to this Agreement. Each Party shall be liable for any breach committed by any of said persons. Any breach of confidentiality by the Authorized Persons may result in rejection of the Application by that Potential Bidder without any further consideration and termination of the Potential Bidder's right to continue in the bidding process in accordance with Section 10.1(a) of the RFQ.
- 1.6 This Agreement shall expire upon successful award of the Project to a winning bidder, unless terminated earlier in accordance with the terms and conditions of this Agreement. Subject to the terms and conditions set forth in Clause 2, the Parties shall keep the Confidential Information confidential for a further two (2) years following the earlier to occur of termination or expiry of the Agreement.

2 Confidentiality

- 2.1 Subject to Clause 2.2, the Parties shall treat the Confidential Information as strictly confidential and shall use the Confidential Information solely for the purpose of considering, evaluating, advising on, designing, building, financing, operating or furthering the Project and shall not disclose the Confidential Information other than to their respective Associates, Advisors and Authorized Persons on the terms set forth herein.
- 2.2 The term "Confidential Information" under this Agreement shall be deemed **not** to include information which the receiving Party can prove:
- 2.2.1 is or has come into the public domain prior to, or after the disclosure thereof and in such case through no wrongful act of the receiving Party; or
 - 2.2.2 is already known to or in the possession of the receiving Party, as evidenced by written documentation in the files of the receiving Party; or
 - 2.2.3 has been lawfully received from a third party without restrictions or breach of this Agreement; or
 - 2.2.4 has been or is published without violation of this Agreement; or
 - 2.2.5 is approved for the release or use in question by written authorization of the disclosing Party; or
 - 2.2.6 is required to be publicly disclosed by law, order or demand of a court of competent jurisdiction or the requirement of any relevant stock exchange or other regulatory government or official body.
- 2.3 Each receiving Party undertakes:

- 2.3.1 to keep the Confidential Information and any copies of it secure and in such a way as to prevent unauthorized access by any third party and not to disclose, copy, reproduce or distribute any Confidential Information or otherwise make it available to any person other than its respective Associates, Advisors and Authorized Persons;
- 2.3.2 to use the Confidential Information solely for purposes of undertaking the Project;
- 2.3.3 to inform other Parties immediately if it becomes aware that any Confidential Information has been disclosed to or come to the knowledge of an unauthorized third party;
- 2.3.4 with respect to Potential Bidders only and at their own expense within seven (7) days of withdrawing from the bidding process, or of being notified that it has been disqualified, its proposal has been rejected, or it not been declared as having won the Project and in any event on receipt of a written demand from the State Authorities:
 - (a) to return or destroy all hard copies of Confidential Information that has been made available to it by or on behalf of the State Authorities which is in its possession or under its custody and control without keeping any copies;
 - (b) to destroy all hard copies of Confidential Information prepared by it to the extent that the same contains, reflects or derives from information that has been made available to it by or on behalf of the State Authorities, except for the copies of Confidential Information contained in management presentations and/or board minutes related to the Potential Bidder's internal evaluation of the Project and any related transaction, provided that such Confidential Information is kept only when needed to comply with applicable laws;
 - (c) to the extent practicable, to expunge all Confidential Information from any computer, word processor or other device in its possession or under its custody or control;
 - (d) to confirm to the State Authorities in writing that the above actions have been taken; and
- 2.3.5 with respect to the State Authorities, each of NEGU and MOE shall be entitled to retain copies of any document of Confidential Information for internal compliance purposes.

3 VDR

- 3.1 No representation or warranty (whether express or implied) is given and no responsibility or liability is accepted by the State Authorities (or their Associates and Advisors) as to the accuracy or completeness of the information disclosed in the VDR or otherwise.
- 3.2 The Potential Bidder hereby: (i) acknowledges that in relation to the Project, the State Authorities are represented by Advisors, and (ii) consents to such representation,

notwithstanding that such Advisors may be engaged in other matters involving such Potential Bidder.

- 3.3 The Potential Bidder hereby waives any liability to which ADB and its Advisors might be subject in connection with the Project and consents to the use and disclosure of any Confidential Information provided to or created by ADB or its Advisors in connection with the Project within only such departments of ADB (and the officers and employees working therein) as is necessary for the development and/or financing of the Project.
- 3.4 Information disclosed in the VDR or otherwise, or any part thereof, does not constitute an offer or proposal by or on behalf of the State Authorities.
- 3.5 Additional documents may be added to, and documents may be removed from, the VDR from time to time by or on behalf of, and at the discretion of the State Authorities. The Potential Bidder should check the VDR regularly as the inclusion of new documents will be apparent from doing so. However, no obligation is undertaken or accepted by the State Authorities (or their Associates and Advisors) to provide any additional or updated information or to correct any inaccuracies or discrepancies in the information.

4 Access to the VDR

- 4.1 The VDR service is outsourced to a third-party provider, and accordingly the Parties shall: (a) allocate adequate time for processing of information; and (b) follow the instructions of the VDR provider necessary for registration, access, use and compliance with security measures.
- 4.2 The Potential Bidder shall ensure at all times that:
 - 4.2.1 only Authorized Persons shall seek access to the VDR; and
 - 4.2.2 the number of Authorized Persons who shall seek such access is limited only to those for whom it is strictly necessary for the purposes of, or in connection with, undertaking the Project.
- 4.3 Access to the VDR by any Authorized Persons is subject to:
 - 4.3.1 acceptance of VDR rules of a third-party provider; and
 - 4.3.2 an authorized representative of the Potential Bidder, being the individual duly authorized under a corporate resolution, power of attorney or otherwise by the Potential Bidder and the signatory of this Agreement, (**Representative**) having:
 - (a) signed and returned a copy of this Agreement; and
 - (b) if available, countersigned and returned copies of any non-reliance letters issued by Advisors whose reports are included in the VDR, in each case as identified to the Representative by the State Authorities or ADB.

- 4.4 The State Authorities reserve the right to refuse, terminate or withdraw access to the VDR (either in general or by any Authorized Persons) at any time at their own discretion without giving any reason. In particular, if the Potential Bidder withdraws from the tender process (whether formally or informally), or it is disqualified, or its proposal is rejected, access to the VDR will be withdrawn.
- 4.5 Subject to VDR rules related to scheduled downtime and communications, the VDR is expected to be open twenty-four (24) hours per day, seven (7) days per week from the date of its opening until the deadline for responding to the RFQ, or such other dates as notified by the State Authorities to the Potential Bidders. The information may subsequently be reopened to the successful Prequalified Bidders to respond to the RFP.
- 4.6 Potential Bidders acknowledge and accept that neither the State Authorities, nor their respective Associates and Advisors, or other representatives, nor any of their respective officers, employees or agents accept responsibility for or make any representation, express or implied, nor gives any warranty with respect to the accuracy or completeness of the information provided in the VDR or accept any responsibility or liability for technical issues affecting the VDR service outsourced to a third-party provider.

5 Use of the Information

- 5.1 The Confidential Information may not be forwarded or shared other than in accordance with this Agreement.
- 5.2 If any information is printed or downloaded, it shall be deemed to have been printed and/or downloaded on, and shall remain subject to, the terms of this Agreement (including, for the avoidance of doubt, the obligation to return or destroy the information).
- 5.3 No attempt may be made to circumvent any of the security features of the VDR.

6 Intellectual Property

Nothing in this Agreement or the disclosure of information or data hereunder is intended to grant or shall be construed as granting to the receiving Party any title, rights or licenses in or under any patent, copyright or any other intellectual property right whatsoever of the other Party, other than the right to use such information or data for the Purpose strictly authorized herein.

7 Security

- 7.1 Potential Bidders and their Authorized Persons shall strictly adhere to the security rules of the VDR service provider. Authorized Persons must not reveal their user name or password to anyone for any reason whatsoever.
- 7.2 When accessing the VDR, Authorized Persons must:
- 7.2.1 take all necessary steps to ensure that none of the Confidential Information contained therein is visible to, or capable of being overlooked by, other persons;

- 7.2.2 not leave their computer (or other communications device through which they have logged on to the VDR) unattended whilst they are logged on to the VDR; and
 - 7.2.3 ensure that they log-out of the VDR when they have finished using it, by closing down their Internet browser program.
- 7.3 It should be noted that the VDR system keeps a record of which user names have been used, and at what time, to access particular documents.

8 Questions & Answers Procedure

The State Authorities will advise Prequalified Bidders as regards the procedure for submitting questions and requests for clarification, either via the VDR itself or separately.

9 Technical Support

Authorized Persons who experience technical difficulties in accessing or using the VDR should contact ADB at guzar-solar@adb.org.

10 Disclaimer and damages

- 10.1 No liability is accepted by the State Authorities or their Associates and Advisors for any damage of any sort which may be caused to any computer, computer system or other communications device through which the VDR has been accessed, or any information stored on any such computer, computer system or other communications device, in any way resulting from the use of or the downloading of any information from the VDR. Use of the VDR is entirely at the user's own risk.
- 10.2 The liability of the Parties to each other for breach of this Agreement shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived by each Party. In no event shall the Parties be liable to each other for any other damages, including loss or deferment of revenue or profits (regardless of it being whether direct or indirect loss) or loss of opportunity or any incidental, indirect, consequential, special, or punitive damages, regardless of negligence or fault.

11 Miscellaneous

- 11.1 No variation, amendment or modification of this Agreement shall be effective unless it is in writing and signed by the Parties.
- 11.2 Save as expressly mandated by this Agreement with respect to Associates, Advisors, Authorized Users and Permitted Users, neither Party may transfer its rights or obligations under this Agreement in full or in part without the prior written consent of the other Party.
- 11.3 Neither Party shall be liable, whether in contract, tort or otherwise, for any indirect, consequential or special losses, damages or expenses of any kind directly or indirectly arising out of or in any way connected with the performance of this Agreement.

12 Governing Law and Disputes

- 12.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed in accordance with the laws of Uzbekistan.
- 12.2 The courts of Republic of Uzbekistan shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement.

Potential Bidder

Name of Potential Bidder (*entity*):

By (*signature*): _____ (Representative)

Name (print):

Title: _____

Date: _____

JSC National Electric Grid of Uzbekistan

By (*signature*): _____

Name (print): _____

Title: _____

Date: _____

Ministry of Energy of the Republic of Uzbekistan

By (*signature*): _____

Name (print): _____

Title: _____

Date: _____

FORM 1

RFQ SUBMISSION IDENTIFICATION SHEET³²

DUE DATE:

Designation:	<i>[please indicate]</i>
Address:	<i>[please indicate]</i>

**SUBMISSION OF APPLICATION UNDER THE REQUEST FOR QUALIFICATION FOR
UTILITY-SCALE SOLAR PHOTOVOLTAIC PROJECT IN GUZAR DISTRICT,
KASHKADARYA REGION OF THE REPUBLIC OF UZBEKISTAN**

Name of Potential Bidder: _____

Name of Consortium Leader (if applicable): _____

Name(s) of the Consortium Members (if applicable): _____

Address: _____

Phone Number: _____

Fax Number: _____

Email: _____

Date and Time of Submission of the Application: _____

(For Public Partner use only: to be filled in by the Public Partner on receipt of Application)

³² **Note to Potential Bidders:** To be provided on letterhead of the Potential Bidder or, in the case of a Consortium, the Consortium Leader, including full postal address, telephone number and email address.

FORM 2

LETTER OF APPLICATION³³

Date: *[please insert day, month, year]*

To: National Electric Grid of Uzbekistan
Ministry of Energy of the Republic of Uzbekistan
Ministry of Finance of the Republic of Uzbekistan

Dear Sir,

Subject: Request for Qualification for Utility-Scale Solar Photovoltaic Project in Guzar District, Kashkadarya Region of the Republic of Uzbekistan ("RFQ")

Terms defined in the RFQ shall have the same meaning when used in this Letter of Application unless otherwise stated.

I, *[Name]*, being duly authorized to represent and act *[as Consortium Leader]* on behalf of *[please insert the name of the Potential Bidder]*³⁴ (the "**Potential Bidder**") a *[corporation/partnership/Consortium]* *[organized and existing under the laws of [place]/organized by agreement among its Consortium Members]*, hereby declare that:

1. having reviewed and examined the RFQ and any Addenda and Corrigenda and having fully understood all the information provided therein and in accordance with the same, the Potential Bidder hereby applies to be pre-qualified and shortlisted for the RFP Stage of the bidding process, and agrees and undertakes to abide by all the terms and conditions of the RFQ;
2. all statements made and all information and documents provided by the Potential Bidder in or in connection with this Application are true and correct; nothing has been omitted which renders such information misleading; all documents accompanying such Application are true copies of their respective originals, where indicated;³⁵ and the Tender Commission may rely on such statements, information and documents when evaluating Applications for prequalification and shortlisting under the RFQ;
3. the Tender Commission is authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection to this RFQ, and to seek

³³ **Note to Potential Bidders:** To be provided on letterhead of the Potential Bidder or, in the case of a Consortium, the Consortium Leader, including full postal address, telephone number and email address.

³⁴ **Note to Potential Bidders:** Where the Potential Bidder is a Consortium, each Member of the Consortium shall be listed.

³⁵ **Note to Potential Bidder:** In the Original Application, the reference to copies is made for the requirement to provide: certificate of incorporation, latest annual filing, constitutional (corporate) documents, consortium agreement, and certified copies of audited consolidated financial statements for the last three (3) full financial years. Each Form contains a special section with the Required Attachments listing all copy requirements.

clarification from our accountants and clients regarding any financial and technical aspects of the Application. The Potential Bidder [and each Consortium Member]³⁶ hereby authorizes third parties to supply information required to verify statements and information submitted in its Application. The Potential Bidder shall make available to the Tender Commission any additional information they request to supplement or verify anything in the Application;

4. the Potential Bidder acknowledges the right of the Public Partner to amend the scope, structure or value of the Project, reject any Application or terminate the bidding process at any time without assigning any reason whatsoever and without incurring any liability, and acknowledges that the Public Partner is neither bound to accept any Application nor invite the Prequalified Bidders to submit Proposals. The Potential Bidder waives to the fullest extent of the law, its right to seek and obtain a court injunction or restraining order against the Tender Commission and its member (including the Public Partner) to prevent or restrain the RFQ Stage of the bidding process, the holding of the RFP Stage of the bidding process, the award of the Project or any proceedings related thereto;
5. the Potential Bidder [and each Consortium Member]³⁷ does not have a Conflict of Interest in relation to this Project;
6. if, following submission of this Application, any change in facts or circumstances may mean the Potential Bidder would be ineligible or disqualified from the bidding process in accordance with the terms, the Potential Bidder shall inform the Tender Commission of the same immediately;
7. this Application and any subsequent Proposal as well as any resulting Project Agreements shall legally bind the Potential Bidder [and each Consortium Member, jointly and severally;]³⁸ and
8. the Tender Commission and their authorized representatives may contact the following persons for further information or clarification:

Key Contact Person:

Name:

Designation:

Address:

Tel No.

Mobile

Email:

(Please fill in details of the key contact person)

³⁶ **Note to Potential Bidder:** This may be deleted if the Potential Bidder is a single entity and not a Consortium.

³⁷ **Note to Potential Bidder:** Delete if not applicable.

³⁸ **Note to Potential Bidder:** This may be deleted if the Potential Bidder is a single entity and not a Consortium.

Alternative Contact:

Name:

Designation:

Address:

Tel No.

Mobile

Email:

(Please fill in details of an alternative contact person)

Signed by [*insert name of Authorized Representative*])

for and on behalf³⁹ of [*insert name Potential Bidder, if a single entity or Consortium Leader, if a Consortium*]:)

Enclosures:

1. Particulars of the Potential Bidder (Form 3), together with its attachments
2. Particulars of Eligible Projects (Form 4), together with its attachments
3. Particulars of Financial Capability (Form 5), together with its attachments
4. [Letter of Authorization for Consortium Leader (Form 6)]⁴⁰
5. Authorization(s) to a representative (Form 7), together with any supporting documentation
6. Certificate of Compliance (Form 8)
7. Power of Attorney, if applicable (Form 9)
8. Application Checklist (Form 10)

³⁹ **Note to Potential Bidder:** In case of a Consortium, the Authorized Representative of the Consortium Leader should sign.

⁴⁰ **Note to Potential Bidder:** Delete in the case of a single entity Potential Bidder.

FORM 3
PARTICULARS OF THE POTENTIAL BIDDER

A – Particulars of the Potential Bidder or, in the case of a Consortium, each Consortium Member⁴¹

Name of Potential Bidder/ Consortium Member:	
Country of incorporation or registration:	
Date of incorporation or registration:	
Company/ business registration number (if any):	
Registered address:	
Brief description of its business:	
Website (if any):	
Shareholders or owners:⁴²	
Ultimate parent or beneficial owners:⁴³ (being the person who ultimately, directly or indirectly, controls the Potential Bidder/ Consortium Member)	
Authorized Representative: (as authorized under a board resolution or power of attorney)	
Contact Person:	

⁴¹ **Note to Potential Bidder:** In the case of a Consortium, repeat the above table for each Consortium Member.

⁴² **Note to Potential Bidder:** Please list the owners with at least five per cent. (5%) shareholding or indicate that a company is listed as a publicly traded corporation or a wholly-owned subsidiary of a state-owned unit.

⁴³ **Note to Potential Bidder:** For clarity, shareholders or owners are the persons who hold immediately the equity interest in a Potential Bidder. Ultimate parent or beneficial owners are the persons who exercise the control over a Potential Bidder. The control does not only mean shareholding, but may also include managerial powers to direct business conduct by operation of a management agreement or otherwise as may be allowed in a relevant jurisdiction.

(include name, telephone, email and postal address)	
Required attachments to this form:	<ul style="list-style-type: none"> (a) Certified copy of a certificate of incorporation or registration; (b) Certified copy of the latest available annual filing with the company house or business registry applicable to it in its country of jurisdiction (or equivalent document);⁴⁴ (c) In respect of the satisfaction of Legal Prequalification Requirements set out in Section 5 of the RFQ: <ul style="list-style-type: none"> (i) a Certificate of Compliance (as per Form 8) executed by an Authorized Representative and issued to the benefit of the Potential Bidder; (ii) a comprehensive organization chart demonstrating how the Potential Bidder is owned, up to the level of ultimate beneficial ownership by individuals, publicly traded corporation, or state-owned organization, and identifying by name all legal or natural persons holding (at any level in the organization structure) an aggregate ultimate beneficial interest of at least five per cent. (5%); (iii) copies of up-to-date constitutional documents⁴⁵ of the Potential Bidder;

⁴⁴ **Note to Potential Bidder:** Depending on a jurisdiction it may refer to audited consolidated financial statements or annual return filing or annual report filing or accounts and company tax return or the like.

⁴⁵ **Note to Potential Bidder:** Constitutional documents vary from one jurisdiction to another and also depend on an organizational form. These may be, for example, incorporation / registration certificates, articles of incorporation or association, memorandum of association, charter, bylaws, certificate of limited partnership, partnership agreement, joint venture agreement, certificate of formation, articles of organization, limited liability company operating or members agreement, or one or more similar agreements, instruments or documents constituting the organization or formation of a Potential Bidder. Potential Bidders need to check with their in-house counsel/registered agent or external legal counsel what documents form constitutional documents in their jurisdiction of registration / incorporation.

	<p>(iv) a power of attorney (if applicable) as per Section 5.2(c) of the RFQ;</p> <p>(v) in case of a Consortium, additionally – a copy of the consortium agreement, joint venture agreement, memorandum or equivalent contract.</p>
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B – Business Structure in the case of a Consortium

	Name of Consortium Member	Lead Sponsor Yes/No	Proposed role (with reference to the financial, technical, operation and maintenance obligations of the Project as set out in the RFQ)	Equity shareholding (%) (in the Private Partner if the Potential Bidder is appointed Winning Bidder)
Consortium Leader				
Consortium Member				
Consortium Member				
Consortium Member				
Consortium Member				
Required attachments to this form:		<p>A copy of the consortium agreement, joint venture agreement, memorandum or equivalent contract</p> <p>An organizational chart relating to the Consortium and the role of each Consortium Member</p>		

FORM 4
PARTICULARS OF ELIGIBLE PROJECTS⁴⁶

<i>Item</i>	<i>Min Criteria</i>	<i>Description</i>
Name of Eligible Project submitted by the Potential Bidder for the purposes of satisfying the Technical Prequalification Requirement	<i>N/A</i>	<i>[insert name of the project]</i>
Location of Eligible Project	<i>N/A</i>	<i>[include town/city, region/state and country]</i>
Role of Potential Bidder in Eligible Project	<i>Experience of (i) developing; (ii) financing; and (iii) operating and maintaining the Eligible Project</i> <i>Relevant experience shall be within the corporate structure of Potential Bidder (see 5.4(b)(ix)) of the RFQ</i>	<i>[Describe precise role of Potential Bidder in Eligible Project]</i>
Identity of the sponsor (s) / owner (s) responsible for Eligible Project and respective shareholding (i) during construction; and (ii) during operations to date.	<i>Shares must have been held by Lead Sponsor with a direct or indirect shareholding of at least twenty-five per cent. (25%), throughout construction and for a period of at least one (1) year after COD</i>	<i>[Include name, company registration number and registered address, shareholding in % during construction and during operation to date]</i>

⁴⁶ **Note to Potential Bidder:** Repeat the table above for each Eligible Project for the purpose of satisfying the Technical Prequalification Requirements.

Identity of the EPC contractor(s) responsible for Eligible Project	<i>N/A</i>	<i>[include name, company registration number and registered address]</i>
Identity of the operator (s) responsible for Eligible Project and respective share of O&M	<i>N/A</i>	<i>[include name, company registration number and registered address, share of O&M in %]⁴⁷</i>
Identity of Lenders to Eligible Project	<i>N/A</i>	<i>[include name and share of Eligible Project debt]</i>
Offtaker/ Public Partners	<i>N/A</i>	<i>[include full name, company registration number (if applicable) and principal address]</i>
PPA/PPP Contract Type	<i>BOO, BOOT, or DBFOM</i>	<i>[BOO/BOOT/DBFOM] (delete as appropriate)</i>
Date of PPA/PPP Agreement	<i>N/A</i>	<i>[Insert Date of PPA/PPP Agreement]</i>
Commercial Operations Date (COD)	<i>After 1st January 2016; At least 12 months since COD</i>	<i>[Insert COD] [Please include a respective certificate from a Project Company EPC contractor / Offtaker with reference to the PPA and the name of the Eligible Project]</i>
Eligible Project Installed Capacity in MW_e (MW_{ac} for Solar)	<i>Minimum size of 10MWe (10MWac for solar); Two or more Eligible Projects with minimum size of 25MWe (25MWac for solar)</i>	<i>[Insert Eligible Project Installed Module Capacity in MW_{peak} and Installed Inverter Capacity in MWe (MWac for Solar)]</i>
Eligible Project Total Project Cost	<i>N/A</i>	<i>[Insert Eligible Project Total Project Cost in USD or USD equivalent see 5.3(a)(ii)(A):</i>

⁴⁷

Note to Potential Bidder: In case the role of operator is performed by a consortium (either third parties or consortium of sponsors of the Eligible Project), please indicate the share of each party in the entity responsible for the operations and maintenance of the Eligible Project.

		<i>USD/Reporting Currency exchange rate as taken from https://www.xe.com/currencytables/]</i>
Eligible Project Technology/ Fuel Type For solar PV power plants, specify: polycrystalline and monocrystalline silicon, cadmium telluride and copper indium gallium selenide and whether off-grid or floating solar;	<i>For solar PV power plants, one of the aforementioned technologies</i>	<i>[Provide Eligible Project Technology/ Fuel Type]</i>
Average availability to generate power since Commercial Operations Date (%)	<i>At least ninety-seven per cent. (97%) for solar PV stations, ninety-five per cent. (95%) for Hydro Power Projects (HPP), ninety-five per cent. (95%) for wind plants, and ninety per cent. (90%) for all other plants since COD</i>	<i>[Provide Average availability to generate power since Commercial Operations Date (in %)]</i> <i>[Potential Bidders shall provide reports from an independent engineer to certify that the availability has been above the required threshold. This report shall cite the relevant documents used to obtain results.]</i>
Required attachments to this form:		<i>For each Eligible Project:</i> <i>(i) Independent documentary evidence (lender's engineer or independent engineer technical report, a series of detailed periodical operations and maintenance reports) with the details of the plant average availability calculations⁴⁸</i> <i>(ii) Extracts from the Lead Sponsor's financial statements or certificate from company registrar showing direct or indirect shareholding of</i>

⁴⁸

Note to Potential Bidder: Form 4 requires the submission of an original documentary evidence and original certificate from a company registrar in the Original Application.

		<i>Eligible Projects (including intermediary entities, sub-holding and holding structures);</i>
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FORM 5
PARTICULARS OF FINANCIAL CAPABILITY

Lead Sponsor	<i>[include name, company registration number and registered address]</i>		
Relationship of Lead Sponsor to Potential Bidder	<i>[Potential Bidder/Consortium Leader/Affiliate of Potential Bidder or Consortium Leader (as applicable)]</i>		
Financial Information	[FY 1]	[FY 2]	[FY 3]
Original Currency of Reporting	<i>[Please state USD/ EUR / JPY/ etc.]</i>	<i>[Please state USD/ EUR / JPY/ etc.]</i>	<i>[Please state USD/ EUR / JPY/ etc.]</i>
(i) Total Assets			
(ii) Total Liabilities			
(iii) Net Worth ((i) – (ii))			
(iv) Net Worth / Total Assets ((iii)/(i))	<i>[%]</i>	<i>[%]</i>	<i>[%]</i>
(iv) Profits Before Taxes			
(v) Profits After Taxes			
Currency Conversion Rate Used (See 5.3(a)(ii)(A))	<i>[FCY/USD Rate]</i>	<i>[FCY/USD Rate]</i>	<i>[FCY/USD Rate]</i>
USD Equivalent	USD	USD	USD
(i) Total Assets (USD)			
(ii) Total Liabilities (USD)			
(iii) Net Worth ((i) – (ii)) (USD)			
(iv) Net Worth / Total Assets ((iii)/(i))	<i>[%]</i>	<i>[%]</i>	<i>[%]</i>
(iv) Profits Before Taxes (USD)			
(v) Profits After Taxes (USD)			
Required attachments to this form:	<p>(Each Consortium Member to provide certified copies of audited consolidated financial statements for the last three (3) full financial years as at the Due Date.</p> <p>Audited consolidated financial statements shall include a consolidated balance sheet, income statement, statement of cash flows and accompanying notes and shall be duly</p>		

	<p>certified by an independent certified public accountant or auditor.</p> <p>If applicable law does not require the auditing of financial statements for Consortium Member or such Consortium Member has not in fact had its financial statements audited for any of the last three (3) years, Financial Prequalification Requirements will be satisfied by submitting non-audited consolidated financial statements accompanied by a written opinion issued by an independent certified public accountant or auditor certifying the relevant Consortium Member's net worth, and net worth to total assets ratio for the most recent full financial years for which such financial statements are available.</p>
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FORM 6
LETTER OF AUTHORIZATION FOR CONSORTIUM LEADER⁴⁹

Date: *[please insert day, month, year]*

To: National Electric Grid of Uzbekistan
Ministry of Energy of the Republic of Uzbekistan
Ministry of Finance of the Republic of Uzbekistan

Dear Sirs,

Subject: Request for Qualification for Utility-Scale Solar Photovoltaic Project in Guzar District, Kashkadarya Region of the Republic of Uzbekistan ("RFQ")

Terms defined in the RFQ shall have the same meaning when used in this Letter of Authorization unless otherwise stated.

We, **[PLEASE INSERT NAMES AND ADDRESS OF CONSORTIUM MEMBER(S)]** do hereby irrevocably appoint and authorize **[PLEASE INSERT NAME AND ADDRESS OF THE CONSORTIUM LEADER]** ("**Consortium Leader**") to represent each of us individually and all of us collectively as Consortium Members in the Consortium of **[PLEASE INSERT NAME OF POTENTIAL BIDDERS]** (the "**Consortium**") in all matters in connection with the RFQ, including but not limited to: executing and submitting of the Application, and other relevant documents; participating in any conferences held during the RFQ or otherwise during the bid process; providing or submitting queries and requests for clarification to the Tender Commission / Public Partner; providing information and responses to the Tender Commission / Public Partner; representing the Consortium in all matters before the Tender Commission; signing and execution of all contracts and undertakings consequent to acceptance of the Consortium's Application, and generally dealing with the Tender Commission / Public Partner in all matters in connection with or relating to or arising out of the Consortium's Application for the Project.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by the Consortium Leader pursuant to and in exercise of the powers conferred by this letter of authorization and that all acts, deeds and things done by the Consortium Leader in exercise of the authority hereby conferred shall and shall always be deemed to have been done by us.

This letter of authorization shall be governed by, and construed in accordance with, the laws of [] and the courts of [] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this letter of authorization.

⁴⁹ **Note to Potential Bidders:** To be provided only in the case of a Consortium. This letter of authorization shall be provided (either individually or jointly) by all Consortium Members nominating a Consortium Leader. This letter shall be issued on the letterhead(s) including full postal address, telephone number and email address.

Signed by [*insert name of Authorized*)
Representative of a Consortium Member])
for and on behalf of [*insert name of*)
Consortium Member]⁵⁰:)

⁵⁰ **Note to Potential Bidder:** Repeat signature block for each Member if provided jointly.

FORM 7
AUTHORIZATION TO A REPRESENTATIVE⁵¹⁵²

IT WAS RESOLVED THAT:

1. [PLEASE INSERT NAME OF THE AUTHORIZED REPRESENTATIVE] ("**Authorized Representative**") residing at: [PLEASE INSERT ADDRESS OF THE AUTHORIZED REPRESENTATIVE] be hereby appointed and authorized to act on behalf of [PLEASE INSERT NAME OF THE POTENTIAL BIDDER OR EACH CONSORTIUM MEMBER] ("**Company**") in all matters in connection with the request for qualification for the Utility-Scale Solar Photovoltaic Project in Guzar District, Kashkadarya Region of the Republic of Uzbekistan ("**RFQ**"), including but not limited to: executing and submitting of the Application and other relevant documents (including a power of attorney); participating in any conferences held during the RFQ or otherwise during the bid process; providing or submitting queries and requests for clarification to the Tender Commission / Public Partner; providing information and responses to the Tender Commission / Public Partner; representing the Company in all matters before the Tender Commission / Public Partner [and other Consortium Members]⁵³; signing and execution of all contracts and undertakings consequent to acceptance of the Application, and generally dealing with the Tender Commission / Public Partner [and other Consortium Members]⁵⁴ in all matters in connection with the bid for the Project; and
2. all acts, deeds and things lawfully done or caused to be done by the Authorized Representative pursuant to and in exercise of the powers conferred by this resolution be hereby ratified and confirmed.

Signed by [*insert name of Authorized Representative of a Potential Bidder or Consortium Leader*])
for and on behalf of [*insert name of a Potential Bidder or Consortium Leader*]:)
)

⁵¹ **Note to Potential Bidders:** To be adopted as a board resolution (or equivalent corporate decision) and be provided on letterhead of the Potential Bidder or, in the case of a Consortium, each Consortium Member. If this authorization cannot be approved as a board resolution, please use Form 9 "Power of Attorney to Authorized Representative". The form shall be replicated for each representative.

⁵² **Note to Potential Bidder:** The authorization must meet the requirements of section 5.2(c) of the RFQ and if applicable, must be accompanied by the required supporting documentation.

⁵³ **Note to Potential Bidder:** Delete if not applicable.

⁵⁴ **Note to Potential Bidder:** Delete if not applicable.

FORM 8
CERTIFICATE OF COMPLIANCE⁵⁵⁵⁶

1. This certificate is entered into in connection with the request for qualification for the Utility-Scale Solar Photovoltaic Project in Guzar District, Kashkadarya Region of the Republic of Uzbekistan ("**RFQ**"). Terms defined in the RFQ shall have the same meaning when used herein unless otherwise stated.
2. The undersigned, [PLEASE INSERT NAME OF THE OFFICIAL], of legal age, and residing at [PLEASE INSERT ADDRESS], personally, and as [PLEASE INSERT THE OFFICIAL CAPACITY] of [PLEASE INSERT NAME OF THE POTENTIAL BIDDER/CONSORTIUM MEMBER]⁵⁷, [a company/a partnership]⁵⁸ duly organized under the laws of [PLEASE INSERT NAME OF THE COUNTRY] ([the "**Potential Bidder**"/[the "**Consortium Member**"]⁵⁹), hereby certifies that:
 - (a) all statements, representations, information and other matters of fact made in this Application, including any attachments and enclosures, are true, complete and accurate as at the date of this certificate; nothing has been omitted which renders such information misleading and all documents accompanying such Application are true copies of their respective originals, where indicated;⁶⁰
 - (b) [it has been nominated as [*a(n) Consortium Leader / Consortium Member*] and has been allocated the role of [*Lead Sponsor and/or insert role consistent with part B of Form 3*] in the Project and] it:
 - (i) is willing to participate in the Project in the role allocated to it in the Application;
 - (ii) has the required experience and capacity to undertake the role allocated to it in the Application; and

⁵⁵ **Note to Potential Bidders:** To be provided on letterhead of the Potential Bidder or, in the case of a Consortium, the Consortium Leader and each other Consortium Member on their respective letterheads.

⁵⁶ **Note to Potential Bidders:** If the Application is expected to be submitted jointly by affiliates (only) as a Potential Bidder in form of a Consortium, then separate Forms 8 should be signed individually by the Consortium Leader and each other Members of Consortium on their respective letterheads.

⁵⁷ **Note to Potential Bidder:** Certificate is to be signed by the Authorized Representative of the Potential Bidder to whom the authority has been granted under the terms of this RFQ. Where this is a Consortium, separate certificates should be signed individually by the Authorized Representatives of the Consortium Leader and each other Consortium Member.

⁵⁸ **Note to Potential Bidder:** Delete as appropriate

⁵⁹ **Note to Potential Bidder:** Delete as appropriate

⁶⁰ **Note to Potential Bidder:** In the Original Application, the reference to copies is made for the requirement to provide: certificate of incorporation, latest annual filing, constitutional (corporate) documents, consortium agreement, and certified copies of audited consolidated financial statements for the last three (3) full financial years. Each Form contains a special section with the Required Attachments listing all copy requirements.

- (iii) without limiting the generality of paragraph (a) above, all statements, representations, information and other matters of fact made in the [Particulars of Eligible Projects]/[Particulars of Financial Capability] submitted with the Application in respect of [Eligible Projects carried out by it]/[its financial capability] are true, complete and accurate; nothing has been omitted which renders such information misleading and all documents accompanying such particulars are true copies of their respective originals;
- (c) the [Potential Bidder]/[Consortium Member] is a corporation or business organization, duly incorporated or validly existing and duly registered under the laws of its country of domicile;
- (d) [the [Potential Bidder]/[Consortium Member] has agreed that **PLEASE INSERT NAME OF THE CONSORTIUM LEADER**] will act as the Consortium Leader of the Consortium of which we are a Consortium Member]/[the [Potential Bidder]/[Consortium Member];⁶¹
- (e) the [Potential Bidder]/[Consortium Member] is participating in only one Application;
- (f) the [Potential Bidder]/[Consortium Member] has not been the subject of any court or arbitral award decision determined against the [Potential Bidder]/[Consortium Member] in respect of any material contract to which the [Potential Bidder]/[Consortium Member] was a party during the last five (5) years, for which the [Potential Bidder]/[Consortium Member] was or is required to pay damages in an amount that had or could reasonably be expected to have a material adverse effect on the business or condition (financial or otherwise) of the [Potential Bidder]/[Consortium Member];⁶²
- (g) none of the events or circumstances set out in Section 7.3(b) of the RFQ apply to the [Potential Bidder]/[Consortium Member]⁶³;
- (h) the [Potential Bidder]/[Consortium Member]⁶⁴ meets all of the requirements of Section 5.2(b) of the RFQ;
- (i) the [Potential Bidder]/[Consortium Member]⁶⁵ does not have a Conflict of Interest as set out in the RFQ;
- (j) the [Potential Bidder]/[Consortium Member] has not been: (i) directly or indirectly or through an agent, engaged in any Corrupt Practice, Coercive Practice, Collusive Practice, Fraudulent Practice, Obstructive Practice, Restrictive Practice or Undesirable Practice, or any other Integrity Violations in the bidding process for this Project or in

⁶¹ **Note to Potential Bidder:** Only applicable in the case of an Application by a Consortium. Delete as appropriate.

⁶² **Note to Potential Bidder:** Delete as appropriate

⁶³ **Note to Potential Bidder:** Delete as appropriate

⁶⁴ **Note to Potential Bidder:** Delete as appropriate

⁶⁵ **Note to Potential Bidder:** Delete as appropriate

the bidding process for any other project under the Program in the previous three (3) years and is not otherwise in breach of the terms of Section 9; (ii) convicted of Corrupt Practice, Coercive Practice, Collusive Practice, Fraudulent Practice, Obstructive Practice, Restrictive Practice or Undesirable Practice, or any other Integrity Violations or for any other criminal act involving dishonesty, physical violence or harm to human life; or (ii) is under investigation for, such criminal activities;

- (k) the [Potential Bidder]/[Consortium Member]⁶⁶ has taken steps to ensure its conformity and the conformity of its partners, suppliers, sub-contractors, sub-consultants, officers, employees, agents, service providers and advisers with the provisions under Section 9 of the RFQ; and
- (l) the [Potential Bidder]/[Consortium Member] has complied with and undertakes to continue to comply with the terms and conditions of the RFQ.

Executed as a deed by)
[insert name of company in bold and upper)
case] acting by *[insert name of Authorized*)
Representative]:)
)

Signature of Authorized Representative

Signature of witness

Name of witness

Address of witness

Occupation of witness

⁶⁶ **Note to Potential Bidder:** Delete as appropriate

FORM 9⁶⁷

POWER OF ATTORNEY TO AUTHORIZED REPRESENTATIVE⁶⁸⁶⁹

[Insert Date of Issuance and Place of Issuance of the Power of Attorney]

This Power of Attorney is entered into in connection with the request for qualification for the Utility-Scale Solar Photovoltaic Project in Guzar District, Kashkadarya Region of the Republic of Uzbekistan ("**RFQ**"). Terms defined in the RFQ shall have the same meaning when used herein unless otherwise stated.

The undersigned, [PLEASE INSERT NAME OF THE OFFICIAL], acting in capacity of [PLEASE INSERT THE OFFICIAL CAPACITY] representing [PLEASE INSERT NAME OF THE POTENTIAL BIDDER/CONSORTIUM MEMBER]⁷⁰, [a company/a partnership]⁷¹ duly organized under the laws of [PLEASE INSERT NAME OF THE COUNTRY] ([the "**Potential Bidder**"/[the "**Consortium Member**"]⁷²), hereby authorize:

[FULL NAME OF THE PERSON], a [CITIZENSHIP] national born on [DATE] and holding [TYPE AND DETAILS OF IDENTIFICATION DOCUMENT (e.g. PASSPORT)], who is presently residing at [PLACE OF RESIDENCE],

as a true and lawful representative (the "**Authorized Representative**") to do in the name and on behalf of the ([**Potential Bidder**"/[**Consortium Member**"]⁷³, all such acts, deeds and things as are necessary or required in connection with submission of our Application and Proposals for the Project pursuant to the RFQ and other Tender Documentation issued by the Public Partner, including but not limited to:

- (i) signing and submission of the Application and Proposal, including their revocation, and any other documents or writings or providing oral explanations, considerations related to the tender process;
- (ii) participation in the bidders' conference(s), if any, and providing information/responses to the requests of Tender Commission/Public Partner;

⁶⁷ **Note to Potential Bidder:** This Form document is indicative only with minimum content expectations and may be amended to reflect the requirements of an applicable law of the relevant jurisdiction, for example, in some jurisdictions it will be necessary to execute such a document as a deed.

⁶⁸ **Note to Potential Bidder:** PoA to Authorized Representative may be provided as an alternative to a board of director's resolution to Authorized Representative depending on jurisdictional requirements. The form shall be replicated for each representative.

⁶⁹ **Note to Potential Bidders:** To be provided on letterhead of the Potential Bidder or, in the case of a Consortium, each Consortium Member.

⁷⁰ **Note to Potential Bidder:** PoA is to be signed by a CEO of the Potential Bidder who has such corporate authority. Where this is a Consortium, separate PoAs should be issued individually to the Authorized Representative by each Consortium Member.

⁷¹ **Note to Potential Bidder:** Delete as appropriate

⁷² **Note to Potential Bidder:** Delete as appropriate

⁷³ **Note to Potential Bidder:** Delete as appropriate

- (iii) representing the ("Potential Bidder"/"Consortium Member")⁷⁴ in all matters before the Tender Commission/Public Partner;
- (iv) signing a Letter of Authorization for Consortium Leader;⁷⁵
- (v) participating in negotiations with the Public Partner and MOF on terms and conditions of the Project Agreements [and signing and execution of all contracts including the Project Agreements],⁷⁶ and
- (vi) generally dealing with the Tender Commission/Public Partner in all matters in connection with or relating to or arising out of the Application and Proposal for the Project.

The ("Potential Bidder"/"Consortium Member")⁷⁷ hereby confirms that all acts, deeds and things lawfully done or caused to be done by the Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney shall be deemed to have been done by the ("Potential Bidder"/"Consortium Member")⁷⁸.

This Power of Attorney shall remain in force until [DATE]⁷⁹. This Power of Attorney shall cease if the submitted Application or any Proposal is revoked or rejected or the Project Agreements are concluded with another ("Potential Bidder"/"Consortium Member")⁸⁰.

The powers under this Power of Attorney are not transferrable to another person.

IN WITNESS WHEREOF THE ("POTENTIAL BIDDER"/"CONSORTIUM MEMBER")⁸¹ HAS EXECUTED THIS POWER OF ATTORNEY ON THIS [DATE].

For [NAME OF THE POTENTIAL BIDDER/CONSORTIUM MEMBER]

[Name, Title – Required]

[Signature – Required]

[Corporate Seal if available]⁸²

⁷⁴ **Note to Potential Bidder:** Delete as appropriate

⁷⁵ **Note to Potential Bidder:** For Consortium Members only. Delete as appropriate.

⁷⁶ **Note to Potential Bidder:** Depending on corporate policy and plans may be deleted. If a PoA is issued with the limited powers for the RFQ Stage and the RFP Stage, a bidder will be required to re-issue another PoA or confirm otherwise the signature authorities to execute Project Agreements.

⁷⁷ **Note to Potential Bidder:** Delete as appropriate

⁷⁸ **Note to Potential Bidder:** Delete as appropriate

⁷⁹ **Note to Potential Bidder:** The term of the PoA depends on (i) jurisdictional restrictions and (ii) corporate limitations. Uzbekistan law sets the maximum three (3) year period for a PoA. Indicative RFQ Schedule (see 4.4 of RFQ) suggests that the term of a PoA shall be at least one (1) year.

⁸⁰ **Note to Potential Bidder:** Delete as appropriate

⁸¹ **Note to Potential Bidder:** Delete as appropriate

⁸² **Note to Potential Bidder:** A PoA needs to be verified either by a corporate seal or, if the latter is not available, by a notary public who shall also be in position to put an apostil. If apostil is not available, the PoA needs to be legalized (by an Uzbek consul).

FORM 10
APPLICATION CHECKLIST

Form No.	Form Description	Checked (or marked not applicable) by Potential Bidder	Checked (or marked not applicable) by Public Partner
1	RFQ Submission Identification Sheet		
2	Letter of Application including all required enclosures:		
3	Particulars of Potential Bidder including all required attachments		
4	Particulars of Eligible Projects including all required attachments		
5	Particulars of Financial Capability including all required attachments		
6	Letter of Authorization for Consortium Leader		
7	Authorization to a Representative including any supporting documentation		
8	Certificate of Compliance		
9	Power of Attorney (if applicable)		
10	Application Checklist		