# COMPETITION DOCUMENTATION by open competitive bidding

#### for the right to conclude an EPC contract for the construction of the 1st stage of a 2x300 MW thermal power plant with with an installed capacity of 1200 MW (stage 1 2x300 MW; stage 2 1x600 MW) in the Naryn region of the Kyrgyz Republic with the output of power into the power system Kyrgyzstan 500 kV.

**Lot No. 1**- competitive bidding for the right to concludeEPC – contract for the construction of a thermal power plant with an installed capacity of 1200 MW (stage 1 2x300 MW; stage 2 1x600 MW) in the Naryn region of the Kyrgyz Republic with the supply of power to the 500 kV energy system of Kyrgyzstan.

This Tender Documentation (CD) has been developed based on 15 years of experience of Electric Stations OJSC as a purchasing company and official regulatory and legal acts governing procurement activities in the Kyrgyz Republic, taking into account compliance with the main provisions of the "Rules for organizing and implementing procurement procedures in Electric Stations OJSC" approved by Resolution of the General Directorate of Electric Stations OJSC No. 44 dated October 24, 2014 and the Model Procedure for organizing and implementing procurement by state and municipal enterprises, business entities where 50 or more percent of the share in the authorized capital belongs to the state, including their subsidiaries, but without the participation of specialists with international purchasing certificates. In addition, when developing the CD, the company's experience in preparing international competitive bidding (ICB) was taken into account.

Kara-Kul city 2025

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# I. GENERAL PART

# **1. TERMS AND DEFINITIONS**

Terms and abbreviations	Definitions
Construction of thermal power plants with established with a capacity of 1200 MW (1st stage 2x300MW; 2nd stage 1x600MW) in Naryn region Kyrgyz Republics with power output with EPC conclusion - contract	The EPC contract covers all the following stages: - engineering - design and survey work and obtaining all necessary permits. - procurement - purchase and delivery of materials and equipment for the project; - Construction. Result of completion of the EPC contract: - Readiness of the thermal power plant with commissioning and power output in power system KR 500 kV, for commercial operation - production of marketable products.
Customer by construction of thermal power plants with established with a capacity of 1200 MW (1st stage 2x300MW; 2nd stage 1x600) in Naryn regions of Kyrgyzstan Republics with power output in power system Kyrgyzstan 500kV - JSC "Electric stations»	A legal entity for whose future interests and at the expense of investments attracted by the Investor, purchases are made
Organizer competition	JSC "Electric Stations", which, within the framework of its powers, carries out the organization and holding of the competition.

Compatition	5
Competition documentation	A set of documents, including changes, amendments and clarifications, approved in the established manner, containing information on the composition of goods, works or services, the right to conclude a contract for the supply/performance/provision of which is the subject of the competition, on the conditions of participation and rules for holding the competition, the rules for preparing, processing and submitting an application by the Applicant for participation in the competition/Participant in the competition, the rules for selecting the Winner, as well as on the conditions of individual EPC contracts concluded based on the results of the competition.
Documentation	Any intangible asset (design documentation, research results, securities created as a result of the implementation of the construction of a thermal power plant with an installed capacity of 1200 MW (stage 1 2x300 MW; stage 2 1x600 MW) in the Naryn region of the Kyrgyz Republic with the output of power into the energy system of Kyrgyzstan 500 kV.
Works	Materialassets,createdVresultimplementationsconstruction of a thermal power plant with an installed capacity of 1200 MW(stage 1 2x300 MW; stage 2 1x600 MW) in the Naryn region of the KyrgyzRepublic with the output of capacity into the energy system of Kyrgyzstan 500kV (commissioned funds, unfinished construction, uninstalled equipment inthe warehouse.)
Essential terms of the deal	Conditions without which the agreement will be considered not concluded
Competition commission	A collegial body formed in accordance with the established procedure to organize the competition and make decisions, including on the selection of the Winner, during the competition
Contest	A procurement procedure in which the tender committee, on the basis of established criteria and evaluation procedures established in the tender documentation, determines The participant of the competition who proposed the best combination of conditions for the execution of the contract for the performance of work
Notice of conducting open competition (hereinafter referred to as the Notice)	Information about the competition posted on the website. An integral part of the notification is the competition documentation.
Application for participation in the competition	A set of documents containing a proposal (offer) from a Competition Participant, sent to the Competition Organizer in the form and in the manner established by the competition documentation
Contender for participation in the competition	A legal entity created in accordance with the legislation of the Kyrgyz Republic or a foreign state or a collective participant that has expressed interest in participating in the competition and submitted an application to participate in the competition.
Contest participant	A legal entity or collective participant that has submitted an application for participation in the competition in accordance with the requirements of the competition documentation and has been admitted to participate in the competition based on the decision of the competition committee
Winner of the competition	The contestant who proposed the best combination conditions for the execution of the contract and the application for participation in the competition, which was awarded first place according to the announced system of criteria established in the competition documentation
Contractor	A legal entity or collective participant with whom Customers have concluded EPC contracts.

#### GENERAL PROVISIONS

2.

#### 2.1. Form and type of procurement procedure, subject of the competition

- 2.1.1. Open tender with international level for the right to conclude EPC contract for construction of the 1st stage of Kara-Kechin TPP with installed capacity of 1200 MW (1st stage 2x300 MW; 2nd stage 1x600 MW) in Naryn region of Kyrgyz Republic with power supply to Kyrgyzstan power system 500 kV. The name, volume and
- 2.1.2. characteristics of the works performed for the 1st stage 2x300 MW of construction of Kara-Kechin TPP are specified in the section "Technical part" of this tender documentation.

The scope and characteristics of the work performed on the 2nd stage of 1x600 MW construction of the Kara-Kechin TPP based on the developed design documentation. The

- 2.1.3. subject of this tender is the right to conclude an EPC contract for the construction of the 1st stage of the TPP with an installed capacity of 1200 MW (1st stage 2x300 MW; 2nd stage 1x600 MW) in the Naryn region of the Kyrgyz Republic with the output of power to the 500 kV energy system of Kyrgyzstan.
- 2.1.4. Partial execution of works and procedures is not permitted.

#### 2.2. General information about the procedure

- 2.2.1. The notice of the open competition will be posted«03» June 2025
- 2.2.2. Customer: Open Joint Stock Company "Electric Stations", 721000,

Kyrgyz Republic, Jalalabad region, Kara-Kul, Lenin street 48 Competition

- 2.2.3. organizer: Electric Stations OJSC
- 2.2.4. Contact person of the Competition Organizer: Mukhidin uulu Begulan, Tel: 0702382488, e-mail: es@es.energo.kg ; oprikses@gmail.com .

#### 2.3. Applicant for participation in the competition/Participant in the competition

- 2.3.1. Any person may be an applicant for participation in the competition/Participant in the competition. legal entity or collective participant.
- 2.3.2. To participate in the competition, the Applicant must meet the requirements set out in this competition documentation, be eligible to submit an application for participation in the competition and submit an application for participation in the competition and submit an application for participation in the competition.
- 2.3.3. Uniform requirements are established for all Applicants/Participants in the competition. The use of requirements not provided for in the competition documentation when considering applications for participation in the competition is not permitted. The decision
- 2.3.4. on admitting Competition Participants to further participation in the competition is made by The competition committee in the manner determined by the provisions this tender documentation.

#### 2.4. Legal status of documents

- 2.4.1. This competition procedure is carried out in accordance with the legislation of the Kyrgyz Republic.
- 2.4.2. In all matters not regulated by the notice and these tender documents, the parties shall be guided by the legislation of the Kyrgyz Republic.

#### 2.5. Appeal

- 2.5.1. All disputes and disagreements arising in connection with the competition, including concerning the performance by the Organizer and the Applicant/Participant of their obligations in connection with the holding of the competition and participation in it, must be resolved through a claim procedure. To implement this procedure, the interested party, in the event of a violation of its rights, must file a claim with the other party. The party receiving the claim must send the other party a reasoned response to the claim within 5 (five) business days from the date of its receipt.
- 2.5.2. If the claim procedure specified in paragraph 2.5.1 does not result in a resolution of the dispute, the Applicant/Participant in the competition has the right

appeal the actions (inaction) of the Competition Organizer.

- 2.5.3. All disputes and disagreements not resolved in the above manner shall be resolved in**Interdistrict Court for Economic Affairs of Bishkek.** When considering any
- 2.5.4. disputes and disagreements related to the conduct of this competition, the parties take into account that the substantive and procedural law of the Kyrgyz Republic shall apply.

# 2.6. Other Provisions

- 2.6.1. The Competition Organizer shall ensure reasonable confidentiality regarding all information received from the Participants of the Competition, including that contained in the applications for participation in the Competition. Provision of this information to third parties is possible only in cases expressly provided for by the legislation of the Kyrgyz Republic or these Competition Documents.
- 2.6.2. The Competition Organizer has the right to reject an application for participation in the Competition if it establishes that the Competition Participant has directly or indirectly given, agreed to give or offered to a representative of the Competition Organizer/ Customer, remuneration in any form (work, service, any value) as an incentive that may influence the Competition Committee's decision to determine the Competition Winner.
- 2.6.3. The competition organizer has the right to reject applications for participation in the competition from Participants of the competition who have affiliated ties with each other, as well as those who have entered into any agreement with each other with the purpose of influencing the determination of the Winner of the competition.

## **3.** PROCEDURE FOR CONDUCTING THE COMPETITION

# 3.1. Publication of a notice of an open tender

3.1.1. The notice will be posted on the website of the Ministry of Energy of the Kyrgyz Republic. Republics<u>www.minenergo.gov.kg</u>, JSC "Electric Stations"<u>www.energoes.kg</u>, starting from the date of posting of this notice.

## 3.2. Submission of Tender Documentation

- 3.2.1. The tender documentation is publicly available on the website specified in subparagraph 3.1.1 of this tender documentation, starting from the date of posting the notice.
- 3.2.2. Tender documentation is provided only in paper form to a person on the basis of his written request to receive tender documentation submitted in the original to the following addresses:
  - 721000, Kyrgyz Republic, Kara-Kul, Jalal-Abad region, Lenin street 48.
- 3.2.3. There is no fee for providing tender documentation.
- 3.2.4. The tender documentation shall be provided within 2 (two) working days from the moment the Organizer of the tender receives the relevant request.
- 3.2.5. Tender documentation is provided Monday through Thursday from 09:30 to 16:30, Friday from 09:30 to 15:30.

# 3.3. Study of tender documentation

3.3.1. It is assumed that the Applicant/Participant in the competition has fully studied this competition documentation.

3.3.2. Providing false information or submitting an application that does not meet the requirements of this tender documentation is a risk for the Applicant to participate in the tender who has submitted such an application, which will lead to the rejection of his application.

3.3.3. The applicant for participation in the competition has the right to visit the site of the works, inspect it and collect the necessary information (on the availability of lifting mechanisms, transport approaches and transportation conditions, possibilities for the placement of warehouses, etc.), which is required to prepare an application for participation in the competition. The Customer will provide the necessary

assistance. All expenses associated with such a visit, the Applicant for participation in The competition is carried out independently.

The visit must take place during the period allotted for the preparation of applications for participation in the competition. To organize a visit to the site of the works, the Applicant for participation in the competition must contact the Competition Organizer with a request to allow such a visit no later than 10 (ten) working days before the planned date of the visit.

3.3.4. When organizing a visit to the work site, the Applicant for participation in the competition bears full responsibility for all risks, including death, injury, loss of or damage to any property, as well as any expenses incurred in this regard.

3.3.5. It is considered that all necessary information related to risks, unforeseen circumstances, as well as all other circumstances that the Applicant for participation in the competition must take into account as influencing his application for participation in the competition has been received.

3.3.6. No claims to the Customer related to additional payments or extension of the terms of execution of works and delivery of goods will be accepted on the grounds that the Applicant/Participant in the competition did not understand any questions.

#### 3.4. Explanation of the provisions of the tender documentation

3.4.1. During the competition, any negotiations between the Competition Organizer (authorized persons of the Competition Organizer)/Customer or the Competition Committee on the subject of the competition with the Competition Applicant/ Competition Participant are not permitted, except in cases of information exchange directly provided for by the current legislation of the Kyrgyz Republic and the competition documentation.

3.4.2. Any Applicant to participate in the competition has the right to send the Competition Organizer a request for clarification of the provisions of this competition documentation, no later than 10 (ten) days before the deadline for submitting applications for participation in the competition in writing, signed by the head of the organization or other authorized person of the Applicant to participate in the competition, using the contact details of the Competition Organizer for the relevant type of correspondence, specified in the notice.

3.4.3. The Competition Organizer shall, within 3 (three) business days, send an explanation of the request made in the manner specified in paragraph 3.4.2 of these Competition Documents. In this case, such an explanation shall be posted on the website within 3 (three) days, indicating the subject of the request, but without indicating the Applicant for participation in the Competition from whom the request was received. An explanation of the provisions of the Competition Documents shall not change its essence.

3.4.4. The competition organizer has the right not to respond to requests for clarification of the provisions of the competition documentation received after the deadline established in paragraph 3.4.2 of this competition documentation.

3.4.5. The Applicant/Participant in the Competition shall not have the right to refer to oral information received from the Customer and/or the Competition Organizer.

#### 3.5. Amendments to tender documentation

3.5.1. The competition organizer has the right to make a decision to amend the competition documentation no later than three days before the deadline for submitting applications for participation in the competition. Changing the subject of the competition is not permitted.

3.5.2. Any change to the tender documentation is an integral part thereof. 3.5.3. Within 3 (three) working days from the date of the decision to amend the tender documentation, such changes shall be posted by the Organizer of the tender on the website specified in subparagraph 3.1.1. of this tender documentation. In this case, the deadline for submitting applications for participation in the tender shall be extended so that from the date of posting this tender documentation on the website,

documentation of changes made to the tender documentation before the end date submission of applications for participation in the competition, such period was not less than 45 (forty-five) calendar days.

3.5.4. All Applicants/Participants in the competition who have officially received this competition documentation will be immediately notified of the nature of the changes using communication means (telephone, fax, e-mail).

#### 3.6. Costs of participation in the competition

3.6.1. The Applicant/Participant in the competition shall independently bear all expenses related to participation in the competition, including the preparation and submission of an application for participation in the competition and other documentation, and the Competition Organizer shall have no obligations for these expenses regardless of the results of the competition or the grounds for its completion.

3.6.2. The applicant for participation in the competition/Participants in the competition shall not have the right to demand compensation for lost profits incurred during the preparation for the competition and the holding of the competition.

#### 3.7. Refusal to hold a competition

3.7.1. The Customer/Organizer of the competition who has posted a notice on the website has the right to refuse to hold the competition within the time period specified in the notice without giving any reasons.

3.7.2. The notice of refusal to hold the competition shall be posted by the Competition Organizer within 2 (two) days from the date of the decision to refuse to hold the competition, but no later than the deadline for submitting applications for participation in the competition.

# 3.8. Ensuring the fulfillment of obligations related to the submission of an application for participation in competition

- 3.8.1. The Competition Organizer shall establish requirements for ensuring the fulfillment of the obligations of the Competition Participant related to the submission of an application for participation in the Competition, which guarantees the following obligations of the Competition Participant:
  - A) an obligation not to change or withdraw your application for participation in the competition during its validity period after the expiration of the deadline for accepting applications for participation in the competition;
  - b) an obligation not to provide knowingly false information or intentionally distort information or documents provided as part of the application for participation in the competition;
  - V) an obligation to sign the Protocol on the results of the open competition in the manner prescribed in the section of this competition documentation in the event that the Competition Participant is recognized as the Winner;
  - G) obligation to conclude an EPC contract in accordance with the procedure established by this tender documentation.

3.8.2. The Competition Organizer has established the following method for ensuring the fulfillment of the obligations of the Competition Participant related to the submission of an application for participation in the competition:

# 3.8.2.1. A bank guarantee in the amount of 1% of the Contract value, drawn up taking into account the following conditions:

- The bank guarantee must be irrevocable.
- The amount of the bank guarantee must be expressed in**US dollars**.
- The bank guarantee must be valid for the duration of the application for participation in the competition plus 10 (ten) calendar days.
- The beneficiary in the bank guarantee must be the Organizer of the competition, the principal must be the Participant of the competition, and the guarantor must be the bank that issued the bank guarantee.

a) The bank guarantee for participation in the Competition must provide for the unconditional right of the Competition Organizer to claim the amount of the bank guarantee in full or in part in the following cases: a) changes or withdrawal of the application for participation in the Competition during its validity period after b) providing knowingly false information or intentionally distorting information or documents included in the application for participation in the competition;

- b) refusal of the Winner of the competition to sign the Protocol on the results of the open competition in the manner prescribed by this competition documentation;
- V) refusal of the Winner of the competition to conclude the Agreement in the manner established by this competition documentation.
- The bank guarantee must stipulate that in order to claim the security amount, the Competition Organizer sends to the guarantor only a written request and the original bank guarantee.
- Payment under the bank guarantee must be made within 5 (five) working days after the beneficiary's request.
- The bank guarantee must not contain any conditions or requirements that contradict the above or make the above unenforceable.
- The bank guarantee must be issued by a bank that is reliably known to be neither unprofitable nor bankrupt, nor under external management, nor has its license been suspended in whole or in part.
- The original bank guarantee must be delivered to the Competition Organizer before the deadline for accepting applications for participation in the competition.

3.8.3. In the event of failure to fulfill or improper fulfillment of the above-mentioned obligations by the Competition Participant, the Competition Organizer reserves the right, at its own discretion, to present the guarantor bank with the amount of security for the fulfillment of obligations for payment.

3.8.4. The bank guarantee as security for the performance of the obligations of the Tender Participant related to the submission of an application for participation in the tender shall be returned to the Tender Winner within 3 (three) days from the date of signing the agreement. 3.8.5. The security for the performance of the obligations of the Tender Participant related to the submission of an application for participation in the tender shall be returned to the other Tender Participants (upon their request) within 5 (five) business days after signing the agreement with the Tender Winner, declaring the tender invalid, or expiration of the application for participation in the tender shall be returned to provide security for the obligations of the Tender Participant shall be grounds for rejecting the application for participation in the tender.

#### 3.9. Return of applications for participation in the competition

3.9.1. All applications for participation in the competition, as well as individual documents included in the application for participation in the competition, submitted to the competition, will not be returned. 3.9.2. In the event of a decision to refuse to hold the competition, if a requirement for security for the application for participation in the competition is established, the Competition Organizer shall return to the Competition Participants the security for the fulfillment of the obligations of the Competition Participant related to the submission of an application for participation in the competition for participation in the decision to refuse to hold an open competition.

3.9.3. If the Participant of the Competition submits their application late, it will not be considered. Without violating the integrity of the envelope, the application for participation in the Competition is returned to the Participant who submitted it with the corresponding note from the Organizer. If a requirement was established for security for the application for participation in the Competition, the Organizer is obliged to return the security for the fulfillment of the obligations of the Participant of the Competition related to the submission of the application for participation in the Competition to the said Participants of the Competition within 10 (ten) working days from the date of posting the Protocol on opening of envelopes with applications for participation in the Competition upon a written request of the Participant of the Competition.

3.10. Submission and acceptance of applications for participation in the competition

- 3.10.1. Applications for participation in the competition are submitted to the address of the Customer of the competition.to 10:00 (Kara-Kul time) August 5, 2025
- 3.10.2. The start date for submitting applications for participation in the competition is the day following day of posting on the site.
- 3.10.3. Applications for participation in the competition must be submitted before the deadline, established in paragraph 3.10.1 of this tender documentation.
- 3.10.4. Before submission, the application for participation in the competition and its copies must be securely sealed in envelopes (packages, boxes, etc.). The application for participation in the competition is sealed in an envelope marked with the words "Application for participation in the competition". Copies of the Application for participation in the competition are sealed in envelopes marked with the words "Copy 1", "Copy 2", etc.
- 3.10.5. The following information must be indicated on each of these envelopes:
  - name and address of the Competition Organizer, Customer;
  - the full company name of the Competition Participant and its postal address; subject of the EPC contract.
- 3.10.6. Sealed envelopes with applications for participation in the competition are placed in one outer
  - envelope, which must also be securely sealed. The outer envelope must contain the following information:
    - name and address of the Competition Organizer, Customer;
    - the full company name of the Competition Participant and his/her postal address;
    - subject of the EPC contract;
    - the words "Do not open until \_\_ hours \_\_ minutes, \_\_.\_.2025."
- 3.10.7. Applications for participation in the competition received after the deadline established above,

will be rejected by the Competition Organizer without consideration on the merits, regardless of the reasons for the delay.

3.10.8. The Customer, upon request of the Competition Participant, issues a receipt to the person

to the person delivering the envelope, about its receipt, indicating the time of receipt.

#### 3.11. Changing applications for participation in the competition or their withdrawal

- 3.11.1. A participant in the competition who has submitted an application for participation in the competition has the right to change or withdraw your application for participation in the competition at any time after its submission, but no later than the moment the envelopes with applications for participation in the competition are opened.
- 3.11.2. Submission of changes or withdrawal of applications for participation in the competition, their acceptance and Registration is carried out in a manner similar to the procedure specified in subsection 3.10.
- 3.11.3. If the Customer/Organizer of the Competition does not receive information about changes or revocation applications for participation in the competition, then these changes or feedback will be considered not received on time and will not be taken into account.
- 3.11.4. In case of changes to the application for participation in the competition, the Competition Participant must

#### prepare the following documents:

- an appeal to the Competition Organizer with a request to make changes to the application for participation in the competition on the Competition Participant's form;
- a list of changes in the application for participation in the competition, indicating the documents of the initial application for participation in the competition that these changes concern;
- new versions of documents that are changed.
- 3.11.5. In case of withdrawal of the application for participation in the competition, the Competition Participant must send To the competition organizer, a corresponding request on the competition participant's letterhead.
- 3.11.6. Any documents relating to the change or withdrawal of an application for participation in the competition, must be completed in accordance with subsection 3.10. Copies of the relevant requests and attached documents must also be made. The withdrawal of an application for participation in the competition is submitted in only one copy (without copies).
- 3.11.7. Request for amendment or withdrawal of the application for participation in the competition together with all The proposed documents and their copies must be sealed in envelopes designed in accordance with subsection 3.10.On the outer envelope at the same time

# should additionally be marked "Change in application for participation in competition" or "Withdrawal of application for participation in the competition".

3.11.8. During the procedure of opening the envelopes received for the competition, the Competition Organizer first of all, opens the envelopes marked as "Withdrawal of application for participation in the competition"; in this case, the list of information provided for in paragraph 3.12.3 of these tender documentation will not be announced regarding the withdrawn application for participation in the competition. Secondly, opens the envelopes marked as "Change of application for participation in the competition". Lastly, opens all the remaining envelopes.

## 3.12. Opening of envelopes received for the competition

3.12.1. \_\_\_\_\_ The organizer of the competition conducts a public procedure for opening the received envelopes**V12:00 (Kara-Kul time) August 06, 2025**at the address: Jalalabad region Kara-Kul, Lenin Street 48, in the presence of at least 2 (two) members of the Competition Committee with the right to vote.

3.12.2. Representatives may be present at the procedure of opening the received envelopes. Participants of the competition who have submitted applications for participation in the competition in a timely manner. In order to attend the public opening procedure, it is necessary to take into account the access control. The pass can be ordered by calling the Competition Organizer. In order to confirm the right to attend the procedure of opening envelopes, representatives of the Competition Participants must have a power of attorney confirming their right to represent the interests of the Competition Participants.

#### 3.12.3. During this procedure, the Tender Committee opens each received envelope and announces the following information based on the application materials for participation in the competition:

- name and address of the Competition Participant;
- availability of information and documents provided for in the tender documentation;
- the terms and conditions for the execution of the EPC contract specified in such an application and which are the criterion for evaluating applications for participation in the competition.
- 3.12.4. The competition organizer may make an audio recording of the opening procedure. received envelopes.
- 3.12.5. If the tender is not submitted within the period specified in this tender documentation, not a single envelope with an application for participation in the competition was received, this fact is recorded in the minutes of the meeting of the competition committee and the competition is declared invalid.
- 3.12.6. During the opening procedure, the Tender Committee shall keep a Protocol on the opening envelopes with applications for participation in the competition, which reflect all the information announced by the Competition Committee.
- 3.12.7. The protocol for opening envelopes with applications for participation in the competition is posted on website within 3 (three) days after signing.

#### 3.13. Late applications for participation in the competition

3.13.1. After the deadline for submitting applications for participation in the competition, Applicants for participation in the competition there is no opportunity to apply for participation in the competition.

#### 3.14. Review and evaluation of applications for participation in the competition, selection of the winner of the competition

#### 3.14.1. <u>General Provisions</u>

- 3.14.1.1. The consideration and evaluation of applications received for participation in the competition is carried out in the time limits established by paragraph 12 of the notification.
- 3.14.1.2. When considering and evaluating applications for participation in the competition for conducting an examination applications for participation in the competition, the Competition Committee has the right to involve other persons (experts and specialists) who are not associated with the competition participants, but in any case, admission to further participation in the competition and assignment of numbers to applications for participation in the competition based on the ranking results is carried out by the Competition Committee.

# 3.14.1.3. Participants of the competition have no right to influence, participate or

be present during the review and evaluation of applications for participation in the competition, and also establish contacts with persons performing the examination of applications for participation in the competition competition. Any attempts by the Competition Participants to influence the Competition Committee during the examination of applications for participation in the competition or for the award of a contract, as well as to exert pressure on any person engaged by the Competition Organizer to work in the competition, if these facts are confirmed by documents, serve as grounds for rejecting applications for participation in the competition of such Competition Participants.

- 3.14.1.4. During the review and evaluation of applications for participation in the competition, the Competition Organizer has the right to request from the relevant government authorities, as well as legal entities and individuals specified in the application for participation in the competition and appendices thereto, information on the accuracy of the information specified in the application for participation in the competition.
- 3.14.1.5. If there are any doubts about the authenticity of the copy of the document, the Competition Organizer has the right to request for review the original document provided in a copy. If the Participant of the Competition does not provide the original document within the time period specified in the request, the copy of the document will not be considered and the document will be considered not provided.
- 3.14.1.6. The review and evaluation of applications for participation in the competition includes a selection stage and evaluation stage.

#### 3.14.2. <u>Selection stage</u>

- 3.14.2.1. The Tender Committee shall, within the period specified in**notification**carries out the review applications for participation in the competition and competition participants for their compliance with the requirements established by the legislation of the Kyrgyz Republic and these competition documents, and determines the list of participants in the procurement procedure admitted to further participation in the competition.
- 3.14.2.2. As part of the selection stage, the Competition Committee checks:
  - compliance of applications for participation in the competition with the requirements this tender documentation;

- correspondence Participants of the competition meet the requirements of this tender documentation;

- correspondence commercial and technical proposals requirements of this tender documentation.
- 3.14.2.3. The application for participation in the competition must fully comply with each of the requirements established by this tender documentation or be better, i.e. the specified requirements are threshold. The tender committee has the right to reject participants from further participation in the tender in the following cases:

- failure to submit the required documents, in accordance with this tender documentation of documents, or the presence in such documents of false information about the Participant of the competition, including the involved subcontractors/co-executors (if involved), or about the proposed work;

- non-compliance of the Tender Participant, including the subcontractors/coexecutors involved (if involved), with the requirements established in this tender documentation;
- non-compliance of the application for participation in the competition with the requirements of this competition documentation.
- 3.14.2.4. If there are discrepancies between the designation of amounts in words and in figures, then the competition committee will accept for consideration the amount indicated in words.
- 3.14.2.5. In the event that the Tender Committee establishes that the information is unreliable, contained in the documents submitted by the Participant of the competition, establishing the fact of liquidation of the Participant of the competition - a legal entity or bankruptcy proceedings in relation to the Participant of the competition - a legal entity, an individual entrepreneur, or the fact of suspension of its activities in the manner prescribed by the legislation of the State in which the Participant is registered, as well as,

if the Participant of the competition has arrears in accrued taxes, fees and other mandatory payments to budgets of any level or state extrabudgetary funds for the past calendar year, the amount of which exceeds (5) percent of the book value of the participant's assets, the Tender Committee will disqualify such participant from participating in the tender at any stage of its implementation.

- 3.14.2.6. Based on the results of the selection stage of consideration and evaluation of applications for participation in the competition The Competition Committee makes a decision on admission to further participation in the competition or on refusal to admit to further participation in the competition, and also draws up a Protocol for reviewing applications for participation in the competition. The said protocol is posted on the website specified in paragraph 3.1.1 within 3 (three) days following the day of signing the protocol.
- 3.14.2.7. If, based on the results of the selection stage of consideration and evaluation of applications for participation in the competition, a decision is made to refuse admission to further participation in the competition of all Participants of the competition who submitted applications for participation in the competition, or to admit to further participation in the competition only one Participant of the competition who submitted an application for participation in the competition, the competition is declared invalid.

#### 3.14.3. Evaluation stage

- 3.14.3.1. As part of the evaluation stage, the Tender Committee evaluates and compares applications for participation in the competition and ranks them according to their degree of preference for the Customer.
- 3.14.4. <u>Procedure for evaluation and comparison of applications for participation in the competition</u>
- 3.14.4.1. The evaluation and comparison of applications for participation in the competition is carried out by the Competition commission in order to identify the best conditions for the execution of the contract.
- 3.14.4.2. Based on the results of the evaluation of applications for participation in the competition of the Competition The commission assigns a serial number to each application for participation in the competition, relative to others, in order of decreasing degree of advantage of the terms of execution of the contract contained in them. The first number is assigned to the application for participation in the competition that has the best combination of terms of execution of the contract.
- 3.14.5. <u>Summing up the results of the competition. Determining the winner of the competition</u>
- 3.14.5.1. Based on the results of the evaluation of applications for participation in the competition submitted In the event that the competition is recognized as valid, the Competition Committee determines the Winner of the competition.
- 3.14.5.2. The winner of the competition is the Participant of the competition who proposed the best combination of terms of execution of the contract and the application for participation in the competition for which the first number was assigned.
- 3.14.5.3. Based on the results of the competition, a Protocol for the selection of the Winner is drawn up, containing information about the place, date, time of the evaluation and comparison of applications for participation in the competition, about the participants of the competition whose applications for participation in the competition were reviewed, about the results of the evaluation and comparison of applications for participations for participation in the competition in the competition, the results of the competition, about the decisions made with respect to the Participants of the competition whose application in the competition, about the Participant of the competition whose application for participation in the competition took second place, their name (for legal entities), last name, first name, patronymic (for individuals), postal address.
- 3.14.5.4. The protocol for selecting the Winner is posted on the website and in the media specified in subparagraph 3.1.1. within 10 (ten) days from the date of signing this protocol.
- 3.14.5.5. Any participant of the competition after the posting of the Protocol for the selection of the Winner The participant of the competition has the right to send to the Organizer of the competition in writing a request for clarification of the results of the competition. The Organizer of the competition is obliged to provide the Participant of the competition with the corresponding clarifications in writing within 5 (five) working days from the date of receipt of such a request.

# 3.15. Signing of the protocol on the results of the open tender and conclusion of the EPC - contract with the winner of the competition

- 3.15.1. The organizer of the competition within 5 (five) working days from the date of signing The Protocol on the selection of the Winner of the competition is transferred to the Winner of the competition by the Protocol on the results of the open competition. The Winner of the competition is obliged to provide the Organizer of the competition with the Protocol on the results of the open competition, signed and certified by the seal on his part, within 10 (ten) days from the date of sending the said protocol.
- 3.15.2. The EPC contract with the winner of the tender will be concluded within the period specified in point 14 of the notice.
- 3.15.3. In cases where the Winner of the Competition evades concluding a contract for In accordance with the terms of this tender documentation, the Customer has the right to conclude an agreement with the Tender Participant whose application for participation in the tender has been assigned the second number, recording this circumstance in the relevant protocol.
- 3.15.4. In the event of evasion by the Participant of the competition, whose application for participation in the competition assigned the second number, from the conclusion of the contract, the Customer has the right to make a decision to declare the competition invalid.
- 3.15.5. If the Winner of the Competition or the Participant of the Competition submits an application for participation in the tender for which the second number has been assigned, or the Participant with whom EPC contracts are concluded in accordance with clause 3.15, has not submitted a signed contract to the Customer within the time period specified in the tender documentation, the Winner of the tender, or the Participant in the tender whose application for participation in the tender has been assigned the second number, or the Participant with whom the contract is concluded, shall be deemed to have evaded concluding the contract.

# 3.15.6.TECHNICAL PART

# 4. TECHNICAL SPECIFICATIONS

The technical specifications are provided in Appendix No. 1 to this tender documentation and are an integral part thereof.

5. <u>EPC project - contract for open competitive bidding for the construction of the 1st</u> <u>stage of the Kara-Kechin TPP with an installed capacity of 1200 MW (1st stage 2x300 MW;</u> <u>2nd stage 1x600 MW) in the Naryn region of the Kyrgyz Republic with the output of</u> <u>capacity to the 500 kV power system of Kyrgyzstan.</u>

5.1. EPC project – construction contract<u>1st stage</u> Kara-Kechinskaya TPP with an installed capacity of 1200 MW (stage 1 2x300 MW; stage 2 2x600 MW) in the Naryn region of the Kyrgyz Republic with the output of power into the energy system of Kyrgyzstan 500 kV

# Sh. <u>REQUIREMENTS</u>

6. REQUIREMENTS FOR PARTICIPANTS AND FOR THE APPLICATION FOR PARTICIPATION IN THE COMPETITION 6.1. General requirements for the application for participation in the competition

6.1.1. For the purposes of these tender documentation, an application for participation in the tender shall be understood to mean a proposal submitted by a Tender Participant to participate in the tender, made in writing in the form of a document executed in accordance with the provisions of this section, with an attached full set of documents according to the list specified in these tender documentation, the content of which complies with the requirements of these tender documentation.

6.1.2. A Participant of the Competition has the right to submit only one application for participation in the Competition. In the event that the fact of submission of two or more applications for participation in the Competition by one Participant of the Competition is established, provided that the previously submitted applications for participation in the Competition by such Participant of the Competition have not been withdrawn, all applications for participation in the Competition by such Participant of the Competition shall not be considered.

- 6.1.3. Each document included in the application for participation in the competition must be signed by a person entitled, in accordance with the current legislation of the Kyrgyz Republic, to act on behalf of the Applicant for participation in the competition/ Participant in the competition without a power of attorney, or by a person duly authorized by him on the basis of a power of attorney (hereinafter referred to as the authorized person). In the latter case, the original power of attorney is attached to the application for participation in the competition. Facsimile reproduction of the signature is not permitted.
- 6.1.4. Each document included in the application for participation in the competition must be sealed with the seal of the Competition Participant.
- 6.1.5. The documents submitted as part of the application for participation in the competition must be clearly printed. Erasures, additions, corrections are not allowed, except for those cases when these corrections (additions) are certified by the handwritten inscription "correctedverify", the personal signature of the authorized person located next to each correction (addition) and certified by the seal of the Participant of the competition.
- 6.1.6. A participant in the competition must submit an application for participation in the competition, including:
  - A) Letter of submission of an offer in the form and in accordance with the instructions provided in this Tender Documentation;
  - b) Technical proposal in the form and in accordance with the instructions provided in this Tender Documentation;
  - V) The protocol of disagreements to the draft EPC contract in the form and in accordance with the instructions provided in this Tender Documentation; The
  - G) calendar plan for the execution of works, in the form and in accordance with the instructions provided in this Tender Documentation; The summary table of the
  - d) cost of works, in the form and in accordance with the instructions provided in this Tender Documentation;
  - e) Payment schedule for the performance of work, in the form and in accordance with the instructions provided in this Tender Documentation;
  - and) The Participant's application form, in the form and in accordance with the instructions provided in this Competition Documentation;
  - c) A certificate of the list and annual volumes of execution of similar contracts, in the form and in accordance with the instructions provided in this Tender Documentation;
  - And) Plan for the distribution of work volumes between the general contractor and subcontractors;
  - To) Plan for distributing the volume of work performed/performance of work within a collective participant;
  - An information letter about the existence of connections of the Competition Participant that are of an affiliation nature with the employees of the Customer or the Competition Organizer, in the form and in accordance with the instructions provided in this Competition Documentation;
  - m) Documents confirming the compliance of the work performed with established requirements.

6.1.7. Additional information carriers (floppy disks, CD-R, CD-RW, brochures, books) should, if possible, be appropriately marked (e.g. with stickers) and placed in separate (so-called "information") envelopes. Information envelopes should be placed after the last page of the application for participation in the competition. Copies of documents confirming the legal status of the Competition Participant (charters, articles of incorporation, etc.) included in the application for participation in the yare printed and bound industrially (typographically) or stitched by a notary.

6.1.8. All pages without exception must be numbered and

information envelopes of the application for participation in the competition (as internal numbering sheets of individual appendices, as well as continuous numbering of all pages of the application for participation in the competition; information envelopes are numbered separately from the pages - "information envelope No. 1", "information envelope No. 2", etc.). The numbering of pages of books, brochures, magazines, etc., placed in information envelopes, is not performed.

6.1.9. The documents (sheets and information envelopes) included in the application for participation in the competition must be fastened or packed in such a way as to prevent accidental loss or movement of pages and information envelopes. If the application for participation in the competition consists of several volumes, it is recommended that each volume be bound with an appendix of an inventory of the documents included in it. Each such volume must have continuous page numbering. An inventory of documents must be included in the application for participation in the competition in the competition.

- 6.1.10. The participant of the competition must prepare 1 (one) copy of the application for participation in the competition. on paper. A copy of the application for participation in the competition is prepared by photocopying the originals of each document included in the application for participation in the competition after they have been signed and certified with a seal, as well as by applying continuous page numbering before stitching.
- 6.1.11. The participant of the competition must also prepare 1 (one) copy of the application for participation in competition in electronic form. A copy of the application for participation in the competition is prepared by scanning all documents included in the application for participation in the competition after they have been signed and certified with a seal, in either .tiff (multi-page) or . pdf format. A copy of the application for participation in the competition is also prepared in Word and Excel formats. The electronic version must be recorded on a CD-R(W), DVD-R(W) disk or other electronic media and enclosed in an envelope with the original application for participation in the competition.
- 6.1.12. Failure to submit an electronic version of the application for participation in the competition by the participant is the reason for its rejection.
- 6.1.13. The materials contained in the information envelopes may be copied by any in a manner acceptable for the given type of materials. The corresponding copies are placed in envelopes and marked "copy of information envelope No. 1", etc.). If it is impossible to provide copies of the materials contained in the information envelopes, the Contest Participant places a reference in the information envelope indicating: "see information envelope No. ... of the application for participation in the competition").

#### 6.2. General requirements for the legal capacity and competence of the Competition Participants

- 6.2.1. A legal entity of any organizational and legal status may participate in the competition. forms. However, in order to qualify for the tender and obtain the right to conclude with the Customer an EPC contract for open competitive bidding for the construction of the 1st stage of the Kara-Kechin TPP with an installed capacity of 1200 MW (stage 1 2x300 MW and stage 2 1x600 MW) in the Naryn region of the Kyrgyz Republic. The participant independently or the collective participant as a whole must meet the following requirements:
- 6.2.1.1. Legal entities registered in this

capacity in the territory of the Kyrgyz Republic or a foreign state (as well as several performers that constitute a group of legal entities formed in accordance with current legislation), which meet the requirements established in this Documentation.

The competition participant must have the necessary professional knowledge and experience, have the necessary resource capabilities (financial, material and technical, production, personnel, etc.);

- 6.2.1.2. The activities of the Participant of the EPC contract must correspond to the objectives and the objectives reflected in the constituent documents of the Participant;
- 6.2.1.3. The participant of the competition must have experience in implementing similar projects.

(contracts);

- 6.2.1.4. The participant of the competition must have the necessary knowledge of the legislation Kyrgyz Republic in the field of regulation of activities within the framework of the execution of works with the conclusion of separate EPC contracts.
- 6.2.1.5. The participant of the competition must have full civil legal capacity. volume for the conclusion and execution of the contract (must be registered in the established manner within the framework of the EPC contract);
- 6.2.1.6. The participant of the competition must not be insolvent or bankrupt, be in the process of liquidation, the property of the Participant of the competition in the part essential for the execution of the contract must not be seized, the economic activity of the Participant of the competition must not be suspended;
- 6.2.1.7. Members of associations that are collective participants in procurement must have an agreement between themselves (another document) that complies with the norms of the Civil Code of the Kyrgyz Republic, which defines the rights and obligations of the parties and establishes the leader of the collective participant. The agreement must establish joint and several liability for obligations related to participation in procurement, conclusion and subsequent execution of the contract.

# 6.3. Requirements for documents confirming the Participant's compliance with the established requirements

- 6.3.1. In connection with the above, the Participant of the Competition must include in the Competition Application the following documents confirming its compliance with the above requirements:
- 6.3.1.1. A notarized copy of the certificate of registration of a legal entity. Participants who are non-residents of the Kyrgyz Republic shall submit a legalized extract from the state register or other document certifying that it is a valid legal entity under the laws of its country: provide a notarized copy of the extract with a notarized translation into Russian and an apostille;
- 6.3.1.2. A notarized copy of the constituent agreement in the current version, for Participants registered as limited liability companies (Participants who are nonresidents of the Kyrgyz Republic provide a notarized copy of the constituent agreement with a notarized translation into Russian and an apostille);
- 6.3.1.3. A notarized copy of the charter in the current version (Participants non-residents of the Kyrgyz Republic provide a notarized copy of the charter with a notarized translation into Russian and an apostille);
- 6.3.1.4. Copies of documents (orders, minutes of meetings) certified by the Participant founders on the appointment of the manager, etc.), confirming the authority of the person who signed the tender application, as well as his right to conclude the relevant EPC contract based on the results of the tender. If the tender application is signed by proxy, the original or a notarized copy of the power of attorney and the above documents for the person who issued the power of attorney are provided;
- 6.3.1.5. Copies of financial statements for 2022, 2023, 2024 years; (Participants non-residents of the Kyrgyz Republic provide copies of financial statements with a notarized translation into Russian);
- 6.3.1.6. A copy of the auditor's report for 2024 confirming the reliability financial statements of the organization, if such statements are subject to mandatory verification in accordance with the legislation of the country of location of the Participant (Participants - non-residents of the Kyrgyz Republic provide a copy of the auditor's report with a notarized translation into Russian);
- 6.3.1.7. Notarized copies of licenses/permits for the implementation of types of activities activities related to the implementation of the EPC contract in the event that a license/permit is required to carry out such activities

(Participants who are non-residents of the Kyrgyz Republic provide copies licenses/permits with a notarized translation into Russian);

- 6.3.1.8. A questionnaire in the form established in this Tender Documentation;
- 6.3.1.9. Original certificate of completion of contracts of similar nature and scope of work in the form established in this Tender Documentation;
- 6.3.1.10. Original certificate of human resources that will be involved in the course of execution of the EPC contract, in accordance with the form established in this Procurement Documentation;
- 6.3.1.11. Information letter about the presence of connections of the Competition Participant that are of a affiliation with employees of the Competition Organizer in the form established in this Competition Documentation;
- 6.3.1.12. Other documents that, in the opinion of the Participant, confirm his compliance established requirements, with appropriate comments explaining the purpose of providing these documents.
- 6.3.2. All specified documents are attached by the Competition Participant to the Competition Application.

# 6.4. Special requirements for participants

- 6.4.1. The participant must submit a complete list of the bids as part of the tender application. documents confirming its compliance with the requirements established by clause 6.4. of this documentation.
- 6.4.2. The main activity of the company should be:
  - experience in the design, construction and operation of thermal power plants large thermal power plants with an installed capacity of at least 1000 MW and operating on brown coal using technology;
    - The company must be international and preferably have at least 3 branches outside the country of registration;
- 6.4.3. Annual sales volume of engineering services (including contracts) must be EPC) should not less than 200 million US dollars;
- 6.4.4. Availability of permanent staff not less than 100 people; Availability of staff
- 6.4.5. with more than 5 years of experience in the company based on, with not constant less than 1 person in each of the specialties: for the implementation of the TPP project:
  - Project Manager;
  - Heating engineer;
  - Chemical Water Treatment Engineer;
  - Automation Engineer (Thermal);
  - Relay protection and automation engineer;
  - Hydrologist;
  - EIA Expert;
  - Geologist;
  - Electrical engineer;
  - Thermal Mechanical Equipment Engineer;
  - Engineer for auxiliary process equipment of thermal power plants;
  - Energy market expert with experience in modeling electricity price trends.
- 6.4.6. Ownership or long-term lease of special equipment for the installation and assembly of large units of power units and structures and for the performance of mining and capital works in the organization of coal mining.
- 6.4.7. Experience in designing and constructing thermal power plants with an installed capacity of at least 600 MW (at least 1 project over the past 5 years);
- 6.4.8. Experience in designing and operating thermal power plants with an installed capacity of a single power unit of more than 300 MW (at least 1 project over the past 5 years);
- 6.4.9. Experience in designing and constructing thermal power plants in regions with high (at least 9 points) seismic hazard (at least 1 project over the past 5 years);
- 6.4.10. Experience in designing and constructing 500 kV overhead power lines and substations.

- 6.4.11. At the time of application, the company must be in the process of implementing design or support of at least 1 work on their main activity;
- 6.4.12. Availability of at least 1 project over the last 10 years, the approval of which was carried out simultaneously in 2 or more countries;
- 6.4.13. Having at least 3 years of development experience projects over the past 10 years approved by leading banks and financial institutions;
- 6.4.14. The presence of personnel with academic degrees (Master's, Doctor of Science) in the company.

# All the above intelligence should be confirmed by way provision of relevant documents, certificates, resumes, copies of contracts, etc. as part of the competitive application.

#### 6.5. Validity period of the application for participation in the competition

6.5.1. The application for participation in the competition is valid for the period specified by the Participant. competition in this application, but not less than 180 (one hundred eighty) calendar days from the day following the day of the procedure for opening the received envelopes with applications for participation in the competition.

#### 6.6. Official language of the competition

- 6.6.1. The application for participation in the competition prepared by the Participant of the competition, as well as all Correspondence and documentation related to the competition, exchanged between Applicants/Participants and the Competition Organizer, must be written in Russian.
- 6.6.2. Any supporting documents and printed materials submitted by a participant in the procurement procedure may be drawn up in a foreign language if such materials are accompanied by an accurate, notarized translation into Russian.
- 6.6.3. The use of other languages to prepare an application for participation in the competition may be regarded by the competition committee as a non-compliance of the application for participation in the competition with the requirements established by the competition documentation.

#### 6.7. Competition currency

- 6.7.1. All amounts of money in the application for participation in the competition and its appendices must be expressed in a currency set in US dollars.
- 6.7.2. Documents, the originals of which are issued to the Participant of the Competition by third parties expressing amounts of money in other currencies, may be submitted in the currency of the original, provided that comments are attached to these documents with the conversion of these amounts into the currency established by subparagraph 6.7.1 of this Competition Documentation, based on the official exchange rate established by the National Bank of the Kyrgyz Republic, indicating such rate and the date of its establishment.
- 6.7.3. Expression of monetary amounts in other currencies, except for cases provided for in paragraphs 7.7.1, 7.7.2, may be regarded by the Tender Committee as non-compliance of the application for participation in the tender with the requirements established by the tender documentation.

#### 6.8. Maximum (limit) contract price

6.8.1. The maximum (limit) contract price (lot price) is specified in paragraph 9 of the notification.

#### 6.9. Price of the application for participation in the competition and the contract

6.9.1. The price of the application for participation in the competition must include all costs and risks associated with the performance of works, services, supply and delivery of goods and materials under the terms of delivery specified in the contract. In this case, the price of the application for participation in the competition includes any fees and duties, costs and risks associated with the performance of the contract, including the warranty period of operation of the goods and other costs.

6.9.2. The participant of the competition sets the price in his application for participation in the competition.

applications that are firm (fixed) and include consideration of inflation and other financial risks for the entire period of the contract. The contract price is not adjusted due to inflation and changes in exchange rates during the contract period.

6.9.3. The Tender Participant must indicate the prices for all work to be performed, proposed in the application for participation in the Tender. If the Tender Participant does not indicate the cost of individual items of work to be performed, the Customer will not pay them for their cost and will consider them included in the contract price.

The price is maximum and can be reduced. 6.9.4. 6.9.5. When preparing an application for participation in the competition, the applicant must independently take into account all risks associated with the possibility of increasing the contract price. The Customer shall not consider the issue of increasing the contract price based on the results of design and survey work, unless this is expressly provided for by the legislation of the Kyrgyz Republic. 6.9.6. If the Participant's application does not comply with the conditions of this subsection, the

Competition Organizer may reject his application to participate in the competition.

#### 6.10. Involvement of subcontractors/co-performers

#### 6.10.1. The tender documentation provides for

- opportunity attraction subcontractors/co-performers. The Tenderer must include in its application for participation in the Tender detailed information on all the works that it intends to perform under subcontracts, indicating the percentage of the subcontract to the volume of works, and provide detailed information on its subcontractors/coperformers that it intends to hire to perform the contract. The Tenderer must submit as part of its application for participation in the Tender letters from subcontractors/coperformers to the Tender Organizer, which indicate that the subcontractor/coperformer has been informed that the Tenderer is offering works, and if the Tenderer is recognized as the winner, it is ready to ensure the performance of works in the volumes and within the specified timeframes specified in the application for participation in the Tender, and the terms of the future contract between the Tenderer and the subcontractor/co-performer have been agreed upon.
- 6.10.2. If the volume of the subcontract exceeds 10 (ten) percent of the contract price, the Tender Participant must submit, as part of its application for participation in the tender, documents confirming the compliance of the proposed subcontractor/cocontractor with the requirements of 6.4. imposed on Tender Participants in the part related to the volume of work performed by this subcontractor/co-contractor.
- 6.10.3. When considering an application for participation in the tender, the tender committee may reject any subcontractor/co-contractor proposed in the application for participation in the tender without explaining the reasons for such rejection. If a subcontractor/co-contractor is rejected, the Tender Participant, without changing the terms of his/her application for participation in the tender, must propose another subcontractor/co-contractor that meets the requirements for approval by the Tender Organizer (Customer).

### 6.11. Participation in the competition of collective participants

- 6.11.1. If an application for participation in the competition is submitted by a collective participant, Additionally, the following requirements must be met.
- 6.11.2. Each organization that is part of a collective participant must meet the requirements of this tender documentation.
- 6.11.3. The organizations representing the collective participant conclude among themselves an agreement that complies with the provisions of the Civil Code of the Kyrgyz Republic and meets the following requirements:
  - A) the agreement must clearly define the rights and obligations of the parties both within the framework of participation in the competition and within the framework of the execution of the contract;

- b) the agreement must provide a clear distribution nomenclature, volumes, cost and timing of deliveries between members of a collective participant;
- V) the agreement must define a leader who will subsequently represent the interests of each of the organizations included in the collective participant in relations with the Competition Organizer and the Customer;
- G) the agreement must establish subsidiary liability of each organization for obligations related to participation in the competition, and joint and several liability for the timely and complete fulfillment of the agreement;
- d) The agreement must stipulate that all operations for the execution of the contract as a whole, including payments, are carried out exclusively with the leader, however, at the request of the Customer or on his initiative, this scheme can be changed.
- 6.11.4. Any organization can be a part of only one collective

participant and does not have the right to take part in the competition independently.

- 6.11.5. In connection with the above, the collective participant prepares an application for participation in competition, taking into account the following additional requirements:
  - A) an application for participation in the competition must include information confirming the compliance of each member of the collective participant with the established requirements;
  - b) an application for participation in the competition is prepared and submitted by the leader on his own behalf with a reference to the fact that he represents the interests of the collective participant;
  - V) The application for participation in the competition additionally includes a notarized copy of the agreement between the organizations that make up the collective participant;
  - G) The application for participation in the competition must additionally include information on the distribution of the product range, volumes, cost and delivery times among the members of the collective participant.
- 6.11.6. When assessing the quantitative parameters of the activities of the members of the association, these parameters are summed up. Non-summable parameters must be present in at least one member of the association.
- 6.11.7. An application for participation in the competition submitted by a collective participant may be rejected if, during the competition, prior to the signing of the Protocol on the results of the open competition, it becomes clear that one or more organizations have left the collective participant, and the remaining organizations, from the point of view of the Customer, are not capable of independently fulfilling the contract.
- 6.11.8. The Customer has the right to unilaterally terminate the Protocol on the Results an open competition or agreement if one or more organizations have left the collective participant.

# IV. <u>TYPICAL FORMS</u>

#### 7. STANDARD FORMS OF DOCUMENTS SUBMITTED AS PART OF THE APPLICATION FOR PARTICIPATION IN THE COMPETITION

**7.1.** Standard forms of documents submitted as part of the application for participation in the competition are provided in Appendix No. 3 to this competition documentation and are an integral part thereof.

Executor: JSC "Electric Stations"

JSC "Directorate of Power Plants under Construction"

## **TECHNICAL PART**

- for the right to conclude an EPC contract for the construction of the 1st stage of the Kara-Kechin thermal power plant (TPP) with an installed capacity of 1200 MW in two stages of commissioning (stage 1 - 2x300 MW), (stage 2 - 1x600 MW) with the supply of power to the 500 kV energy system of Kyrgyzstan between the Customer - OJSC "Electric Stations" and the Winner of the competitive bidding.

To implement the projects, it is necessary to solve the following tasks:

1. Analysis and use of the pre-design and design documentation available to the Customer (hereinafter referred to as design documentation);

2. Development of working documentation for the construction of a thermal power plant with an installed with a capacity of 1200 MW (stage 1 - 2x300 MW), (stage 2 - 1x600 MW) in the Naryn region of the Kyrgyz Republic, taking into account the revision and updating of the design documentation;

3. Construction of the facility using the EPC contract method (engineering. Procurement.

Construction) in accordance with FIDIC requirements:

- engineering - design and survey work and obtaining all necessary permits.

- procurement - purchase and delivery of materials and equipment for the project;

- Construction – construction of an object with commissioning.

- 4. The cost of work on the construction of the 1st stage of a thermal power plant with an installed capacity of 1200 MW (1st stage 2x300 MW), (2nd stage 1x600 MW) in the Naryn region of the Kyrgyz Republic is subject to adjustment in the event of changes in the technical specifications or in the essential terms of the transaction.
- 5. All conditions of the relationship between the Customers and the Contractor are determined by the terms of individual EPC contracts signed under the terms of the International Competitive Bidding.

Item No.	List of basic data and requirements	Basic data and requirements
1	General information about the project	
1.1	Name of objects design	1. Thermal power plant (TPP):
		The installed capacity of the Kara-
		Kechinskaya TPP is 2x300+1x600 = 1200
		MW. The first stage of commissioning

		operation 2x300=600 MW.
		Boiler with pulverized coal
		furnace, air-cooled steam
		turbine with a nominal power
		of 300 MW.
		The distance to the brown coal
		deposit is 35 km.
		Distance to the water source is 8
		km.
		Projected brown coal deposits:
		Kara-keche
1.2	Customer	JSC "Electric Stations"
1.3	Name of the Contractor's	Determined by the results
1.5		of open international
	organization	•
		competitive bidding (MKT).
1.4	Location of facilities and	Kyrgyz Republic, Naryn region,
	construction sites	Jumgal district. 8 kilometers. up
		from the village of Dyikan.
1.5	Basis for the implementation of	<ul> <li>National Development Program</li> </ul>
	the project	of the Kyrgyz Republic
		Republics until 2026;
		- National Energy Program of
		the Kyrgyz Republic
		Republics until 2035.
		For an urgent solution
		energy supply to consumers in
		conditions of energy shortage.
1.6.	Type of construction	New.
1.7		
1.7	Design stage	Conducting design and
		survey work with the preparation of
		design documentation at the design
		and RD stage, with the receipt of all
		necessary permits for the
		construction of structures in Kara-
		Kechinskaya
		thermal power plant (TPP).
1.8	Purpose of the work	Project implementation:
		- construction of the 1st stage of the
		Kara-Kechin thermal power plant (TPP)
		with an installed capacity of 1200 MW in
		two stages of commissioning. (1st stage -
		2x300 MW), (2nd stage 1x600 MW) with
		the output of power into the 500 kV
		energy system of Kyrgyzstan.
		chergy system of hyrgyzstan.
1.9	Basic requirements,	1. Regulatory documents
	defining	governing design and
	focus of the project	exploration activities in

	works	Kyrgyz Republic.
		2. the latest standards IEC, EN,
		ISO, GOST, GOST R), DIN
		3. Basic provisions of FIDIC
		(Structures and composition of
		forms for EPC contracts).
		The application of construction and
		design standards is permitted only if
		agreed upon and permission is received
		from the Ministry.
		construction, architecture and
		housing and communal services of
		the Kyrgyz Republic.
		Approximate start-up dates for the
		TPP power units: (time after the EPC
		contract is concluded). Work will
		,
		begin 1 month after the EPC contract
		is signed;
		Design with obtaining state
		expertise on the construction part
		and environmental expertise – 6
		months.
		Completion of construction of the main
		building – 15.3 months.
		1Installation of the steam turbine plate
		- 18.3 months.
		First turbine run-up – 28.4 months.
		Connection of power unit No. 1 to the grid
		– 30.4 months.
		Performance of the running test by
		Power Unit 2 – 36.5 months.
		Completion and commissioning of the
		2nd stage – 18 months.
3	Analysis and use of the pre-pro	ject and design documentation
	available to the Customer	
3	Composition of works	1. Execute
		reconnaissance survey for the
		selection of the construction site of
		the Kara-Kechin TPP and its
		structures (consider at least 3
		options),
		2. Conduct analysisearlier
		completed prior to design
		and project work:
		3. Justify the choice of sites for
		thermal power plant structures
		(location of sites, layout and
		composition of the main structures);
		4. Develop the basic provisions for
		organizing construction, V
		including determining the time frame and
		sequence for implementing the first stage
		construction project
1		

		energy systems Kyrgyz Republics (tariffs, consumers, location
		- Modern state
		up to and including 2025.
		- Hydrological information on the rivers Kara-keche, Zhumgal and its tributaries
	transferred by the Customer	Karakechi thermal power plant - 2015.
4.1.	List of documentation	Pre-feasibility study of the construction project of the
A 1	commencement of work	
4	Basic initial data transferred by the	e Customer before the
		equipment is envisaged.
		and modern structures and
		the use of the latest technologies
		- During design and construction,
		system.
		- Installation of a steam turbine - Installation of a coal transportation
		- Installation of the boiler - Installation of a steam turbine
		coal transportation
		to create the system
		- Construction and excavation works
		(flue)
		- Construction of a chimney
		draft cooling tower
		- Construction of a natural
		- Comprehensive construction of the main building
		the foundation pit for the main building
		- Excavation work for the construction of
		area
		work on leveling the power plant
		cars or combined). Construction
		- provide options for fuel supply (belt conveyor, cargo
		justification for the power distribution scheme.
		and output of a 500 kV overhead power line with
		- construction of a 500 kV switchgear for the input
		(stage 2 1x600 MW).
		power plant (stage 1 - 2x300 MW),
		commissioning of a 1200 MW thermal
		- 2x500 MW), (2nd stage 1x600 MW). - design and construction with
		- 2x300 MW), (2nd stage 1x600 MW).
		MW in two stages of commissioning. (Stage 1
		(TPP) with an installed capacity of 1200

4.2.	Materials obtained Contractor in the Kyrgyz Republic" from official state and authorized bodies on a paid basis	substations,consumedcapacity, etc.) and the prospects for itsdevelopment until 2020 and 2030Schemenationalelectrical networks withtaking into accountconnecting thermal power plants to them.Hydrological data on river flows usedfor water extraction at thermal powerplants- Climate data- Data on seismic conditions ofconstruction sites- Regulatory and technicaldocumentation,operating in construction,- CartographicM1:25000,
5	1st stage of the Kara-Kechin therma	ition of the construction project for the al power plant (TPP) with an installed of input. (1st stage - 2x300 MW), (2nd
5.1	Main technical economic indicators of Kara-Kechinskaya TPP	<ul> <li>Total installed capacity of the thermal power plant is 1200 MW</li> <li>1st stage 2x300 MW and 2nd stage</li> <li>1x600 MW</li> <li>Number of hours of use of installed capacity – 6500 h/year.</li> <li>Annual production – 7.8 billion kW/h at 1200 MW.</li> <li>Project implementation period for stage 1 2x300 MW is 36.5 months.</li> <li>Start-up at full capacity of 1200 MW – 54.5 months.</li> <li>The area of the land plot for development, transferred for lease - 118 hectares</li> </ul>
5.2.	Composition of thermal power plant structures for the development of the design <b>documentation</b>	The general plan of the thermal power plant and the development plan of the thermal power plant territory must be of the following composition for the development of design documentation for them: 1) Main building: - Turbine compartment. - Turbine auxiliary equipment department.

		,
		<ul> <li>Deaerator section.</li> <li>Boiler room.</li> <li>Department of air heaters and conveyors.</li> <li>Bunker compartment.</li> <li>Smoke exhaust section</li> </ul>
		<ul> <li>2) Chimney with flues Open</li> <li>3) installation</li> <li>transformers with rolling</li> <li>tracks:</li> <li>4) Closed (open)</li> <li>distribution device: 5)</li> <li>Distribution</li> <li>device for own needs: 6) Solid fuel</li> <li>economy:</li> <li>7) Fuel oil facility with</li> <li>facilities:</li> <li>8) Cooling (technical) water</li> <li>system with a circulating water</li> <li>supply system: 9) System</li> </ul>
		Ash and slag removal (ASR): 10) Tank farm <sup>11) Chemical water treatment:</sup> 12) Open herd of reagents 13) Administrative and household building 14) Checkpoint
		<ul> <li>15) Oil farming</li> <li>16) Sulfur-nitrogen purification</li> <li>17) Limestone warehouse</li> <li>18) Water supply and sewerage system:</li> <li>19) Compressor unit.</li> <li>20) Heating points with heat</li> </ul>
		energy metering units 21) Process pipeline overpasses 22) Access control system:
5.3	The composition of design works for a complex of structures and thermal power plant systems	The design and estimate documentation for the construction of the Kara- Kechinskaya TPP is being developed in 3 stages: 1. Pre-design studies consisting of: - Fundamental decision on the choice of the construction site of GRES-2 (at least 3 options) Selection and comparison of the composition

basic equipment (at least 3
options).
- Development of fundamental
technological solutions.
Consideration of options for
selecting the main equipment.
- Calculation of the basic
process flow diagram.
- Development of volumetric-
planning and layout solutions.
planning and layout solutions.
- Preliminary planning decisions
for the construction site.
- Calculation of the main technological
indicators of the construction project.
- Highlighting stages
preparatory and main
construction periods,
commissioning.
- Economic assessment
feasibility of construction based
5
on a preliminary assessment of natural indicators.
- Calculation of the electric
power distribution scheme. 2.
Conducting engineering
surveys:
- Preparation and approval by the Customer of the
technical specifications for conducting engineering
surveys. 3. Development of design and estimate
documentation at the stage
Working draft:
Preparation and approval by the Customer of
the technical specifications for the execution
of design and estimate documentation.
Main technical solutions (MTS)
Organization of the
construction site
Placement of Kara-Kechinskaya TPP Power distribution scheme
Placement of buildings and
structures Placement of utility
networks Vertical planning
Transport industry
Transport system arrangement.
Automobile transport.
External highways
Improvement of the territory
Structural and space-
planning solutions:
planning solutions.

Γ	
	General requirements for the construction of the
	Building
	Buildings
	Foundations
	Basic functional requirements
	for equipment, networks,
	technological solutions: Basic
	functional requirements
	Basic equipment
	Auxiliary equipment and
	materials
	Technological systems
	Electrical systems
	Auxiliary systems Automation and
	automated process control systems
	Heating, ventilation and air conditioning
	systems
	Defining the boundary
	design, construction and
	commissioning, points
	accessions
	compliance with current standards,
	schemes and fundamental space-
	planning solutions
	placement of the main and
	auxiliary equipment indicating
	the main and largest buildings
	of the power plant, complex
	structures and
	designs.
	- Develop drawings for the thermal-
	mechanical equipment of the main
	building.
	- Perform calculations and development of
	structural units and types of fastening in the
	structures of thermal power plant systems.
	- Perform a predictive calculation
	of filtration losses in circulating
	water supply systems
	- Perform calculation of stability
	and stress of slopes of
	excavations of the main building
	at minus marks and junctions
	by generally accepted methods;
	- Develop fundamental
	solutions for fire safety
	systems
	- Develop criteria and a declaration of
	safety for technological structures and
	thermal power plant systems.
	- Develop a distribution scheme

capacity with the construction of a 500 kV outdoor
switchgear with access to an existing 500 kV
overhead power line
Operation of thermal power plants.
- Develop a standard schedule for
major repairs of power units.
- Develop measures to organize the
operation of the hydroelectric complex
facilities, including a project for the hydroelectric complex utility yard
Develop
organizational structure of the thermal power
plant management and its individual
production facilities. Calculate the required
number of thermal power plant personnel.
- Develop an automated
production control system (APCS)
and its information, functional,
organizational and technical
support
Develop the composition and number
of automation tools and
mechanization of labor of thermal power plant
workers, including separately for
execution of repair work on main
equipment, buildings and
structures, switchgear. - Calculate the number
and professionally
qualifications of thermal power
plant workers, number and
equipment of workplaces.
- Calculate the number of personnel
involved in contracting
organizations to perform
repair work of main equipment,
buildings and structures, switchgear.
Develop a package of documents for
implementation
repair work in a businesslike
manner.
- Develop sanitary and
hygienic working conditions
for workers (Passports).
- Develop measures for
occupational health and safety,
including: solutions for
electrical safety, protection from
hazardous conditions for workers
electromagnetic radiation,
reduction of industrial noise

and vibrations; gas pollution of premises, excess heat, increasing the
comfort of working conditions, etc.
- Participation of the Kara-Kechin
TPP in the system regulation in the
energy system of the Kyrgyz
Republic
Develop a project for organizing
construction for the selected
layout and selected types of main structures of the thermal
power plant for the main
construction period, including:
- solutions for external and internal
power supply and communications, air
supply networks, water supply and sewerage for the construction period;
- decisions on the location and
design of temporary and
permanent on-site roads; - construction general plan for
the main construction period;
- solutions for the transportation
scheme of oversized and heavy
cargo of the TPP frame structures;
1.5.1. solutions for methods of storing topsoil and protecting piles
from erosion,
flooding, pollution; 1.5.2.
construction schedule,
schedule
financing of works.
1.6. Develop a list
events on
environmental protection consisting of:
1.6.1. Characteristics of natural
conditions and engineering
ecological state of the territories
used for the placement of
hydroelectric power station facilities. Results of the
environmental impact assessment.
Evaluation of technological solutions of
the project from the point of view of
impact on the environment.
Determination of compliance of impact
1.6.2. Develop a package of documents

		to comply with regulatory
		requirements.
		1.6.3. Activities
		prevention and reduction of
		possible negative
		the impact of the planned
		construction on the environment
		and the rational use of natural
		resources:
		- security measures
		atmospheric air;
		<ul> <li>measures for the protection</li> </ul>
		and rational use of land and soil
		resources, including measures for
		the reclamation of lands and soil
		cover disturbed during
		construction;
		- waste management
		activities;
		- measures to protect the subsoil;
		- security measures
		flora and fauna and their
		habitats;
		- events, technical
		solutions and structures,
		ensuring the rational use and
		protection of water bodies and
		aquatic biological resources;
		- measures to minimize the
		occurrence of possible emergency
		situations;
		1.6.4. Program
		industrial environmental control
		(monitoring) for
		the nature of changes in the components of the natural
		environment during the construction and operation of
		the hydroelectric power station.
		1.6.5. Calculations of environmental
		damage in kind and value terms,
		fees for the use of natural
		resources, for environmental
		pollution (atmospheric air, water
		resources, waste).
6.1.	Composition and quantity	The documentation
	the working documentation	transferred to the Customer is
	being developed.	developed in Russian:
		- on paper in 4 (four)
		copies;
		- on electronic media in 2
		copies in tiff or pdf format

The documentation is transferred to the Customer in Russian:
- on paper in 4 (four)
copies; - on electronic media in 2
copies in tiff or pdf format.
I. Project documentation
(technical
project and RD).
Explanatory notes with
graphic
application consisting of:
Part 1 General explanatory
note
Part II Natural conditions Part
III Basic technical solutions.
Part IV Main buildings and
structures of the facility
V. General characteristics
natural conditions.
1. Engineering surveys and
land plot planning scheme.
·······
2. Layout and design of the main buildings
and structures of the thermal power plant.
3. Technological
Equipment and electrical devices.
Management.
4 Architectural solutions for buildings,
structures and systems of thermal power
plants.
•
Section 2 Environmental Protection. Part
VI Organization and Technology of
Construction
Part VII Construction Cost:
- Economic assessment
investment efficiency.
- Estimation of capital costs for the
entire project implementation stage
- Assessment of the macroeconomic
environment of the project.
- Income and expenditure parts of the
project.
- Cost price of electric energy
- Project sensitivity
analysis.
- Forecast of electricity generation
i stease of electricity generation

		at the thermal power plant
		- Forecast of electrical power of thermal power
		plants.
		- Determination of installed
		electrical power
		Part VIII Marketing Analysis. II.
		Working Documentation.
		- Basic electrical engineering
		solutions
		- Working drawings of structures of buildings
		and structures of thermal power plants and
		instructions.
		- As part of the work
		documentation to develop drawings and
		diagrams of the POS and POR for individual
		complex works (for example, for the
		installation of thermal-mechanical
		equipment, coal bunker storage,
		construction of a chimney
		- Activities to prepare the
		construction site for the start of
		industrial operation of the power units
		of the reservoir and lower pool thermal
		-
		power plants.
		III. Program for implementation
		and reporting during preparation
		of design documentation:
		- Reconnaissance work on
		construction sites.
		- Initial report.
		Interim report.
		- Issuance of project
		documentation according to the schedule
		documentation according to the schedule
7	Sequence of project implement	agreed with the Customer
7	Sequence of project implemer	agreed with the Customer
7	Sequence of project implemer	agreed with the Customer ntation Stage I - Initiation and Planning
7	Sequence of project implemer	agreed with the Customer
7	Sequence of project implemer	agreed with the Customer ntation Stage I - Initiation and Planning Phase:
7	Sequence of project implemer	agreed with the Customer Intation Stage I - Initiation and Planning Phase: - justification of effectiveness and
7	Sequence of project implemer	agreed with the Customer ntation Stage I - Initiation and Planning Phase: - justification of effectiveness and financial analysis of the project with the
7	Sequence of project implemer	agreed with the Customer ntation Stage I - Initiation and Planning Phase: - justification of effectiveness and financial analysis of the project with the optimal method of its implementation
7	Sequence of project implemen	agreed with the Customer ntation Stage I - Initiation and Planning Phase: - justification of effectiveness and financial analysis of the project with the
7	Sequence of project implemer	agreed with the Customer tation Stage I - Initiation and Planning Phase: - justification of effectiveness and financial analysis of the project with the optimal method of its implementation implementation. - an assessment is being conducted
7	Sequence of project implemer	agreed with the Customer tation Stage I - Initiation and Planning Phase: - justification of effectiveness and financial analysis of the project with the optimal method of its implementation implementation. - an assessment is being conducted investment opportunities and
7	Sequence of project implemer	agreed with the Customer  tation  Stage I - Initiation and Planning Phase:  - justification of effectiveness and financial analysis of the project with the optimal method of its implementation implementation.  - an assessment is being conducted
7	Sequence of project implement	agreed with the Customer tation Stage I - Initiation and Planning Phase: - justification of effectiveness and financial analysis of the project with the optimal method of its implementation implementation. - an assessment is being conducted investment opportunities and
7	Sequence of project implement	agreed with the Customer ntation Stage I - Initiation and Planning Phase: - justification of effectiveness and financial analysis of the project with the optimal method of its implementation implementation. - an assessment is being conducted investment opportunities and achievement of planned technical and economic indicators;
7	Sequence of project implemen	agreed with the Customer ntation Stage I - Initiation and Planning Phase: - justification of effectiveness and financial analysis of the project with the optimal method of its implementation implementation. - an assessment is being conducted investment opportunities and achievement of planned technical and economic indicators; - customer (investor)
7	Sequence of project implemen	agreed with the Customer ntation Stage I - Initiation and Planning Phase: - justification of effectiveness and financial analysis of the project with the optimal method of its implementation implementation. - an assessment is being conducted investment opportunities and achievement of planned technical and economic indicators; - customer (investor) submits, in accordance with the
7	Sequence of project implement	agreed with the Customer ntation Stage I - Initiation and Planning Phase: - justification of effectiveness and financial analysis of the project with the optimal method of its implementation implementation. - an assessment is being conducted investment opportunities and achievement of planned technical and economic indicators; - customer (investor) submits, in accordance with the established procedure, a petition
7	Sequence of project implement	agreed with the Customer ntation Stage I - Initiation and Planning Phase: - justification of effectiveness and financial analysis of the project with the optimal method of its implementation implementation. - an assessment is being conducted investment opportunities and achievement of planned technical and economic indicators; - customer (investor) submits, in accordance with the established procedure, a petition (declaration) of intent;
7	Sequence of project implement	agreed with the Customer ntation Stage I - Initiation and Planning Phase: - justification of effectiveness and financial analysis of the project with the optimal method of its implementation implementation. - an assessment is being conducted investment opportunities and achievement of planned technical and economic indicators; - customer (investor) submits, in accordance with the established procedure, a petition

decision of the local executive authority, the customer (investor) begins developing design documentation (updating technical economic justification of investments (FS) in construction - Coordination and approval of the financial model by competent government authorities - Carrying out procedures registration of credit funds by the Customer - Organization of the MKT and selection of the Contractor - Carrying out procedures signing of the Contract with Contractor Stage II - Engineering Phase:
<ul> <li>obtaining preliminary approval from the relevant executive authority for the location of the facility (site selection act) and for the development of design documentation;</li> <li>selection of the general design organization, approval of the schedule of design and survey</li> </ul>
<ul> <li>work;</li> <li>development and implementation of</li> <li>engineering and survey work in full compliance with</li> <li>the requirements for the construction of</li> <li>hydroelectric power plants;</li> <li>development of design and estimate</li> <li>documentation at the stage</li> <li>technical design, design and working</li> <li>documentation, development of a</li> <li>construction schedule and financing</li> <li>with calculation of the efficiency of</li> <li>cash flows in accordance with the</li> <li>financial model; Stage III -</li> <li>Procurement Phase</li> <li>(Procurement Phase):</li> </ul>
- purchase of materials and equipment: The contractor purchases all necessary construction materials, equipment and tools needed to implement the project.

(Construction Phase): Start of construction work:
Stage IV <b>Construction Phase</b>
specialized tasks.
<ul> <li>project.</li> <li>Selection of contractors and suppliers: Additional contractors may be selected to perform</li> </ul>
equipment: The contractor purchases all necessary construction materials, equipment and tools needed to implement the
training of the customer's personnel, - Technical maintenance and support. <b>- s</b> purchase of materials and
Post-project support: - The contractor may provide additional services such as
Project Completion: - Final payment by contractors and suppliers - Analysis of project success.
quality and safety Stage V Closeout and Post- Project Support:
- Monitoring and quality control: - Regular monitoring of progress execution of works, compliance with building standards for
including excavation work. construction of structures, installation of equipment.
Start of construction work: - Actual construction of the facility,
Stage IV Construction Phase:
may be selected to perform specialized tasks.
- Selection of contractors and suppliers: Additional contractors

- Real construction object,				
including earthen work.				
construction designs, installation				
equipment.				
- Monitoring and quality control: -				
Regular monitoring of progress				
execution of works, compliance				
with building standards for				
quality and safety				
Stage V <b>Completion Phase and</b>				
Closeout and Post-Project				
Support:				
Support.				
Project Completion:				
Et a a l				
contractors and suppliers				
- Analysis of project success.				
Post-project support:				
- Contractor Maybe (must)				
give additional				
services such as How education				
customer personnel, - Technical				
service and support.				
- Mobilization of the Contractor and				
subcontractors				
- construction of preparatory				
period facilities (facilities for				
servicing builders, production				
bases and facilities, shift camps);				
······································				
- start of construction				
structures providing a transport scheme,				
passing construction costs, ensuring the				
closure of the river bed at the site in				
accordance with the requirements of the				
working				
documentation;				
- preparation of pits for the				
main structures, placement of				
stationary construction equipment,				
provision of drainage;				
- implementation of launches				
complexes, launch of the first unit,				
completion of the launch of subsequent				
units, handover to industrial load in				
accordance with standards				
national legislation;				
- parallel training of				
operating personnel;				
- depending on the methods of				
construction implementation - transfer of				
the facility to the customer (investor) after				
technical operation for a period				

payback.
Stage V Completion of the project and
commencement of commercial operation of the
thermal power plant according to the input scheme
units.
Transfer of the thermal power plant to the
Customer with the elimination of all comments.
The guaranteed service life of the station is 30
years.

1. Main parameters of thermal-mechanical and electrical equipment

for the 1st stage 2x300MW should be no worse than the parameters below

# Boiler type:

Boiler with a pulverized coal furnace with natural circulation of subcritical pressure, single-chamber, with single intermediate superheating, with balanced draft, tight closing, all-steel suspended structure.

# Main parameters (BMCR conditions):

- Superheated steam consumption:1025 t/hour

- Pressure of superheated steam at the outlet:17.5 MPa
- Temperature of superheated steam at the outlet:540 °C
- Reheating temperature at the outlet:540 °C
- Feed water temperature at the economizer inlet:280 °C
- Temperature of exhaust gases (smoke) (after amendments):130 °C
- Guaranteed thermal efficiency of the boiler (according to specific heat capacity):93%
- Minimum load for stable combustion of the boiler without oil (fuel) supply:30% BMCR

Note: the letter designation in the unit of pressure means: "g" is gauge pressure, "a" is absolute pressure.

# Steam turbine:

Type: two-row, air-cooled, subcritical pressure condensing turbine with single intermediate superheating, single-shaft, two-cylinder (high- and medium-pressure cylinders).

### Main parameters (operating mode of the TNA):

- High pressure cylinder exhaust steam pressure:..... 3,386 MPa.a
- Reheat steam temperature (superheated steam):...... 537 °C
- Design back pressure:...... 4.9 kPa
- Direction of rotation (looking from the head to the generator): clockwise arrow
- Regenerative heat level: eight (3 high pressure heaters + 1 deaeration + 4 low pressure heaters)

- back pressure at full operation......TRL: 11.8kRa.a

#### **Generator:**

Type: water-hydrogen-hydrogen cooling, static and self-shunting excitation.

At nominal power factor and nominal hydrogen pressure, the generator nominal power corresponds to the output power, at nominal turbine mode the continuous output

The generator power corresponds to the maximum continuous output power of the steam turbine.

#### Main parameters:

- Nominal volume...... 353MVA
- Nominal power...... 300 MW
- Nominal voltage..... 20 kV
- Nominal power factor....0.85
- Nominal rotation speed...... 3000 rpm
- Nominal frequency..... 50 Hz
- Cooling method...... water hydrogen hydrogen
- Efficiency at full load......98.95%

- Method of connecting stator windings...... YY
- Number of generator output terminals..... 6
- Cooling mode...... water, hydrogen, hydrogen
- Excitation mode..... static and independent
  - shunt excitation Main equipment in the heating system (for one unit)

Equipment name	Model and norm	Quantity
Electric feed pump	horizontal	3
Deaerator	Horizontal, on sliding pressure	1
Condensate pump	Vertical	2

# **EPC contract project**

**by open competitive bidding**for the right to conclusionEPC - construction contract 1st stage of thermal power plant with installed capacity of 1200 MW (1st stage 2x300 MW, 2nd stage 1x600 MW) in the Naryn region of the Kyrgyz Republic with a capacity output of Kyrgyzstan power system 500 kV

# EPC - contract No.

for the right to conclude an EPC contract for construction1st stageThermal power plant with with an installed capacity of 1200 MW (stage 1 2x300 MW, stage 2 1x600 MW) in the Naryn region of the Kyrgyz Republic with the output of power into the 500 kV energy system of Kyrgyzstan

**Kara-Kul city**"\_\_\_\_\_2025

Open Joint Stock Company "Electric Stations" (Kyrgyz Republic, country code								
), hereinafter referred to as the "Customer", represented by General								
Director Alpbek Adylovich Sadyrov, acting o	n the basis of the charter, on the one hand,							
and	, hereinafter referred to as the							
"Contractor", represented by	, acting on the basis of							
, on the other har	nd, jointly referred to as the Parties, based on							
the results of the open tender, Notice No	about which was published on the							
official website "	_ " 2025, on the basis of the Protocol on							
the results of the tender	, have concluded this EPC - contract as follows:							

### **1. Subject of the EPC contract**

1.1. Under this EPC Contract, the Customer instructs and the Contractor undertakes to perform the following Work: for the right to conclude an EPC Contract for the construction of the 1st stage of a thermal power plant with an installed capacity of 1200 MW (stage 1 2x300 MW, stage 2 1x600 MW) in the Naryn region of the Kyrgyz Republic. (hereinafter referred to as the "Work"), ensuring the output of power to the existing 500 kV overhead power line and the energy system of the Kyrgyz Republic, and to transfer the result of the completed Work - the Reporting Documentation (hereinafter referred to as the "Documentation") together with the facility for further operation to the Customer in the form and in the manner determined by the EPC Contract and its appendices, and the Customer undertakes to accept the result of the Work and pay for it under the terms of this EPC Contract.

1.2. Turnkey construction of the 1st stage of the thermal power plant with an installed capacity of 1200 MW (1st

stage 2x300 MW, stage 2 1x600 MW) in the Naryn region of the Kyrgyz Republic, the creation of which is the subject of this EPC contract, is developed in compliance with the requirements contained in the Technical Assignment for the performance of work: 1.2. for the construction of the 1st stage of the TPP with an installed capacity of 1200 MW (stage 1 2x300 MW, stage 2 1x600 MW) in the Naryn region of the Kyrgyz Republic (Appendix No. 1 to this Agreement), (hereinafter referred to in the text of the Agreement as the "Assignment"), the initial data, as well as in accordance with the current regulatory documentation establishing a set of norms, rules, regulations and requirements for Works of this type.

- 1.3. The specific list, types, volumes and content of the Works specified in clause 1.1. are defined in the Bill of Quantities (BQQ) (Appendix No. 2 to this EPC contract).
- 1.4. The deadlines for the execution of works, as well as each of their stages, are determined in accordance with the Work Execution Schedule (Appendix No. 3 to this EPC contract).
- 1.5. The ownership right to the Documentation and the constructed facility (Kara-Kechinskaya TPP) shall pass to the Customer from the moment the contractor transfers to him a complete set of Documentation for each stage of the Work and the Customer pays for the completed Work, taking into account the completion of the commercial operation of the Kara-Kechinskaya TPP.
- 1.6. The right to practical implementation of the Documentation, including all types of publications and advertising, after its acceptance by the Customer, shall pass from the General Contractor to the Customer. The General Contractor shall not have the right to further use or transfer the developed design documentation to third parties. The copyright to the developed design documentation shall be retained by the author of the project. The Customer shall be obliged to observe the copyright of the General Contractor in accordance with the legislation applicable to this Agreement.

#### 2. Total contract amount

- 2.1. The currency of the EPC contract is US dollars. Currency code is 840.
- 2.2. The total amount of the EPC contract is determined by the estimated cost of the Works. The cost of the Works performed under this EPC contract is provisionally for the 1st stage 2x300 MW 934.38 million US dollars, including all taxes. For the 2nd stage 1x600 MW it is approximately 370.6 million US dollars, including all taxes.
- 2.3. The cost of the work is firm (fixed) throughout the entire term of the EPC contract and is not subject to any changes (including adjustments for inflation), except in cases expressly provided for by this Agreement.
- 2.4. In the event that the Customer changes the volumes or conditions of work not provided for in the Technical Assignment, the contract price may be clarified by written agreement of the parties.
- 2.5. The cost of the Works includes the costs of preparatory work, construction of a temporary camp for builders, as well as compensation for the Contractor's costs for the performance of the contractual Works, including travel expenses of the Contractor's representatives, all taxes and fees applicable in the Kyrgyz Republic, which the latter will have to bear in connection with the performance of this EPC contract, as well as remuneration to him for the Works performed.

#### 3. Payment terms

- 3.1. Payment for the Works to be performed under this EPC contract shall be made by the Customer by transferring funds to the account of the General Contractor in the following order:
- 3.2. **Advance payment**in size20% of the total cost of the Works specified in paragraph 2.2. of this EPC contract shall be paid by the Customer within 15 (fifteen) banking days from the date of entry into force of this EPC contract and

provision by the Contractor of a bank guarantee, as provided for in clause 3.3 of this EPC contract.

3.3. **Ensuring the fulfillment of obligations under this Agreement**. The obligation of the General Contractor to timely and properly perform the Works under this EPC Contract is secured by a bank guarantee of a first-class bank under the conditions set out in Appendix No. 4 to this EPC Contract, including the following conditions:

; the guarantee period is until 31.12.2040; the guarantee amount is equal to the advance payment amount stipulated in clause 3.2. of this EPC contract. The General Contractor shall transfer the bank guarantee to the Customer under the terms specified in this clause no later than 15 (fifteen) banking days from the date of entry into force of this Agreement. The transfer of the Bank Guarantee shall be formalized by signing the Acceptance Certificate by authorized representatives of the parties.

- 3.4. Subsequent payments for the Works are made in stages based on the intermediate Certificates of Acceptance and Transfer of the Result of the Works (stage) performed in accordance with the Works Performance Schedule (Appendix No. 3). In this case, the advance payment is taken into account in proportion to the cost of the stage of the Works performed.
- 3.5. All payments for the work of the General Contractor specified in this section are made on the basis of invoices issued by the General Contractor. The date of payment is considered to be the date of debiting funds from the Customer's account.

#### 4. Procedure for execution of Works and delivery and acceptance of Documentation

- 4.1. The Works must be performed in accordance with the requirements of this Agreement, the current regulatory documents of the Kyrgyz Republic and the Technical Assignment for the performance of Works on the construction of the 1st stage of the TPP with an installed capacity of 1200 MW in the Naryn region of the Kyrgyz Republic (Appendix No. 1 to this Agreement), as well as in accordance with the current regulatory documentation establishing a set of norms, rules, regulations and requirements for Works of this type.
- 4.2. The requirements for the transferred Documentation are given in clause 12 of Appendix 1 to this agreement.
- 4.3. The commencement of the work shall be no later than 3 (three) working days from the date of the advance payment by the Customer. The work shall be completed no later than the deadlines specified in the Work Schedule (Appendix No. 3). The Contractor shall have the right to complete the work ahead of schedule, of which he shall notify the Customer in advance.
- 4.4. The results of each stage of the Work in the form of relevant Documentation must be transferred to the Customer in electronic form by sending by e-mail.
- 4.5. The acceptance and transfer of the results of each stage of the Works defined by the Schedule is formalized by the Act of acceptance and transfer of the results of the completed Works (Documentation) for the relevant stage (hereinafter in this section "Act"), signed by authorized representatives of both parties in the manner prescribed by this EPC contract. The Act signed by the Contractor must be sent to the address of the person authorized to sign contracts on behalf of the Customer.
- 4.6. If the Customer approves the received Documentation, the Customer signs the Acceptance Certificate for the result of the completed Work (Documentation) for the relevant stage. The period for approval of the completed Work (Documentation) for the relevant stage by the Customer is 15 working days.
- 4.7. In the event of a reasoned refusal by the Customer to accept the completed Work, the parties shall draw up a bilateral act with a list of the necessary modifications and the deadlines for their completion.

- 4.8. Upon completion of the entire scope of work, the Parties sign the Final Certificate of Completion of Work. On the day of signing the final Certificate of Completion of Work, the Customer is obliged to return the bank guarantee to the General Contractor. The return is formalized by the Parties signing the corresponding Acceptance Certificate.
- 4.9. The deadlines for completing the work may be changed if the Customer changes the Technical Assignment during the execution of the work, which is formalized by an Additional Agreement to this EPC contract.
- 4.10. All acceptance certificates, including intermediate Acceptance Certificates for the result of completed Work (stage), Acceptance Certificates for Documentation and the final Certificate of Completed Work must be signed on the part of the Customer by the responsible representative of the Customer or a person authorized by him under a power of attorney, on the part of the General Contractor by the first director of the company or a person authorized by him under a power of attorney, and must also be sealed with the seals of both Parties.
- 4.11. General obligations of the Parties: when performing work, when handing over and accepting the results, the Parties must be guided by the regulatory and methodological documents in force in the territory of the Kyrgyz Republic.
- 4.12. The guaranteed service life of the station is 30 years.
- 4.13. The contractor shall transfer the constructed thermal power plant with a capacity of 1200 MW without any comments; if any comments are found, the contractor shall eliminate them using his own efforts and resources.

#### 5. Rights and obligations of the General Contractor:

- 5.1. The General Contractor shall perform the work using its own resources, in accordance with the terms of this EPC contract, the Technical Assignment for the performance of work: for the construction of the 1st stage of a thermal power plant with an installed capacity of 1200 MW (stage 1 2x300 MW, stage 2 1x600 MW) in the Naryn region of the Kyrgyz Republic, research work, design work and construction and installation work shall be carried out in compliance with the requirements of the regulatory and technical documentation specified in the Technical Assignment, as well as in compliance with the regulatory and technical documentation and regulatory and legal acts in accordance with the legislation of the Kyrgyz Republic and international standards, in compliance with all SNiPs and GOSTs in force in the territory of the Kyrgyz Republic and recognized international standards.
- 5.2. The contractor is obliged to accompany the developed project in obtaining state expertise until a positive conclusion is received.
- 5.3. The General Contractor is obliged to commence work and complete the work within the timeframes (including intermediate ones) established in the Work Schedule (Appendix No. 3 to this EPC contract).
- 5.4. The General Contractor undertakes to take into account the comments made by the Customer during the course of work and to promptly correct them in the design and in the construction and installation works.
- 5.5. Upon completion of each stage of work defined by the Work Schedule (Appendix No. 3 to this EPC contract), as well as upon completion of the entire scope of work provided for by this EPC contract, the General Contractor shall hand over the work to the Customer under the relevant Certificate of Acceptance and Transfer of Completed Work at intermediate stages, the Final Certificate of Acceptance and Transfer of Completed Work when the entire scope of work has been completed, with the attached accounting documents confirming the actual expenses incurred.
- 5.6. The Contractor undertakes not to transfer the Documentation to third parties and not to disclose the data contained therein without the written consent of the Customer.
- 5.7. The Contractor is obliged to fulfill in full all of its obligations stipulated in the following sections of this EPC contract.

- 5.8. The Contractor is obliged to ensure the commissioning of the 1st stage of the thermal power plant with an installed capacity of 1200 MW with all required control and supervised tests carried out and to transfer the facility to the Customer without any comments.
- 5.9. The Contractor is obliged to conduct training for the Customer's personnel in the operation of the newly constructed 1200 MW thermal power plant and, for three years, provide support with training for the technical and operational personnel of the Customer.

#### **6.** Rights and obligations of the Customer

- 6.1. Provide, if necessary, access for the Contractor's representatives to the facilities specified in the Technical Assignment, issue all relevant permits and access to archival data.
- 6.2. Within the timeframes and in the manner stipulated by this EPC contract, review and accept the developed Documentation, and if deviations from the EPC contract are discovered that worsen the result of the work, or other deficiencies in the work, immediately notify the General Contractor of this in the manner stipulated by this Agreement.
- 6.3. The Customer is obliged to pay for the work in the manner, within the timeframes and under the conditions established by this EPC contract.
- 6.4. The Customer has the right to refuse to perform the EPC contract at any time before the delivery of the results of the Work, by paying the Contractor for the work actually performed before receiving the Notice of the Customer's refusal to perform the EPC contract (in this case, damages must be paid).

#### **7.** Responsibilities of the parties

- 7.1. The General Contractor shall be liable for improper preparation of the Documentation. If deficiencies are discovered in the Documentation, the Contractor shall, at its own expense and within the timeframes agreed with the Customer, eliminate the deficiencies in the Documentation, and also compensate the Customer for any damages incurred in full on the basis of the supporting documents submitted.
- 7.2. In case of violation of the deadline for completion of the Works, as well as each of their stages, determined by the Work Schedule specified in Appendix No. 3, the Customer has the right to demand from the General Contractor payment of a penalty in the amount of 0.1% of the cost of the Works not completed on time for each day of delay, but not more than the cost of the overdue work.
- 7.3. In the event of a violation by the General Contractor of the deadlines for the performance of the Works stipulated in this EPC Contract, which entails a violation by the Customer of the deadlines for the repatriation of foreign currency funds, the expenses incurred by the Customer for the payment of penalties for this violation shall be fully reimbursed by the General Contractor within 10 (ten) banking days from the date of receipt of the Customer's written request with attached documents confirming the payment of these penalties by the Customer.
- 7.4. In the event of a breach by the Contractor of the general deadline for the performance of the Works for a period exceeding 15 (fifteen) calendar days against the deadline specified in the Schedule for the performance of the entire volume of Works, the Customer has the right to recover the amount of the advance payment not covered by the performance by submitting a demand under the bank guarantee, and also to demand payment of a fine in the amount of 5% of the cost of the Works not completed on time (the fine must be paid within 10 (ten) banking days from the date of receipt of the Customer's written demand).
- 7.5. In the cases specified in paragraphs 7.3. and 7.4., the Customer has the right to terminate the EPC contract unilaterally and out of court. In this case, the EPC contract will be considered terminated from the date of receipt of the Customer's written notice. The day of receipt of the notification is the day the Customer sends the corresponding fax message.

- 7.6. When performing work on the Customer's territory, the General Contractor shall be responsible for ensuring that its personnel comply with the requirements of labor protection standards, as well as the internal labor regulations of the Customer when performing work under this EPC contract.
- 7.7. In case of late payment against the deadline determined in accordance with clause 3 of this EPC contract, the Customer shall pay the General Contractor a penalty in the amount of 0.1% of the amount not paid on time for each day of delay, but not more than the amount of the late payment. In this case, the Contractor has the right to extend the deadlines for the performance of subsequent work for the period of delay in payment by the Customer, and is exempt from paying penalties for late payment for this period.

#### 8. Force majeure

- 8.1. The Parties shall be released from property liability for partial or complete failure to fulfill their obligations under the contract if such failure is caused by force majeure circumstances that arose after the conclusion of this EPC contract. These include extraordinary, insurmountable circumstances beyond the control and actions of the Parties, which the Parties could neither foresee nor prevent by reasonable measures, including, but not limited to: strikes, mass riots or civil unrest, terrorist acts, wars, accidents, fires, floods, earthquakes, and other natural disasters.
- 8.2. A party has the right to refer to the circumstances mentioned in clause 8.1. only if such circumstances have directly affected the possibility of this party fulfilling the terms of the EPC contract. The party for which it has become impossible to fulfill its obligations under the EPC contract must notify the other party in writing of the occurrence and planned term of termination of the above circumstances, but no later than 5 (five) calendar days from the date of their occurrence.
- 8.3. Notification of force majeure circumstances not made within the specified period shall deprive the relevant Party of the right to subsequently refer to these circumstances as grounds exempting from liability for failure to fulfill obligations under this Agreement.
- 8.4. A written notification to the Chamber of Commerce and Industry of the relevant country shall be sufficient evidence of the effect and duration of force majeure circumstances. The latter shall be submitted to the relevant Party no later than 15 calendar days from the date of termination of the above circumstances.
- 8.5. In the event that force majeure circumstances and their consequences continue to operate for more than 30 calendar days, or when, upon the occurrence of such circumstances, it becomes clear that their consequences will operate longer than this period, the Parties shall, as soon as possible, conduct negotiations with the aim of identifying alternative methods of executing the Agreement that are acceptable to both Parties.

### 9. Dispute resolution procedure

- 9.1. The Parties shall take all measures to resolve disputes and disagreements that may arise during the performance of this EPC Contract through negotiations.
- 9.2. The Parties shall establish a mandatory claims procedure for resolving disputes and disagreements, and any claim under the EPC contract must be made in writing and considered by the receiving Party within 10 (ten) calendar days from the date of its receipt.
- 9.3. Relations between the parties not specified in this EPC contract shall be governed by the current legislation of the Kyrgyz Republic.
- 9.4. In the event that the Parties fail to reach a mutually acceptable solution, all disputes, disagreements or claims arising out of or in connection with this EPC Contract shall be

with him, are subject to resolution in the Interdistrict Court for Economic Cases of Bishkek.

# 10. Confidentiality

- 10.1. The Parties have agreed that the provisions of this Agreement, as well as all information and data of a technical, technological, organizational, legal, financial and commercial nature, materials and documentation provided by each of the Parties in connection with the execution of this Agreement, are confidential information. In this case, the term "confidential information" in the EPC contract means both documented and undocumented information.
- 10.2. Each party undertakes to maintain confidentiality of information received during the execution by the parties of this D EPC.
   contract, and agree on all issues regarding the legal protection of confidential secrets. In the event of disclosure of confidential information by one party, the guilty party is obliged to compensate the other party in full for the losses incurred in connection with the disclosure or unauthorized use of this information.
- 10.3. Providing documents and information to government agencies and local government bodies at their legal request does not constitute disclosure of confidential information.
- 10.4. The obligations of the parties to maintain confidentiality shall remain in force after the termination of this Agreement for ten years and shall extend to the successors of the parties.

# 11. Duration of the EPC contract

- 11.1. This EPC contract shall enter into force from the day from the moment of signing this Agreement until the parties have fully fulfilled their obligations under the EPC contract.
- 11.2. Unilateral termination is not permitted, except in cases provided for by the legislation of the Kyrgyz Republic and this EPC contract.

### 12. Additional terms

- 12.1. Any notice, claim or other communication given by the notifying party personally, by fax or by electronic mail shall be deemed to have been received on the date of its transmission. Receipt of such notice, claim or communication shall be confirmed in writing in the same manner in which it was transmitted. If the date or the last day of the period for performance of any obligation under this EPC Contract is a non-working day, the date or the last day of the period for performance to the first working day following the day or date of performance provided for in this EPC Contract.
- 12.2. All amendments and additions to this EPC contract shall come into force only if they are executed in writing and duly signed by competent persons authorized by the parties.
- 12.3. If the parties fail to reach an agreement regarding amendments to this Agreement, the parties have the right to refer the dispute to court for consideration.
- 12.4 Neither party may transfer or assign its rights and obligations under this EPC Contract without the written consent of the other party.
- 12.5. All appendices, protocols and other documents attached to this Agreement shall be an integral part thereof.
- 12.6. All documents to this EPC contract sent by fax or e-mail have legal force if, no later than 3 working days following the day of sending the fax or e-mail, the sending of the original is confirmed by an express mail receipt.

Originals must be provided within 10 (ten) calendar days.

- 12.7. The parties are obliged to notify each other of changes in the details within three days from the date of their change. In case of failure to fulfill this obligation, the party that did not notify has no right to make claims against the other party that arose due to the lack of awareness of that party.
- 12.8. This EPC contract is drawn up in Russian in 2 copies, one for each party, having equal legal force.
- 12.9 If individual provisions of this EPC the contract will be invalid or lose their force, all other provisions shall continue to apply.
- 12.10. The Parties by mutual agreement declare and guarantee the following:
  - that the person signing below is the authorized is representative of this Party,
  - that all necessary approvals and permits from governing bodies established by the constituent documents of the Parties have been obtained,
  - all requirements of the legislation of the Parties and the constituent documents of the Parties, including charters, have been met,
  - that this EPC Contract is a valid and binding obligation of that Party, mandatory for performance in accordance with the terms of this EPC Contract.
  - 12.11. List of risks identified during the preparation of the EPC contract that are not acceptable to the Customer for continuing further cooperation under the EPC contract:
    - Inadequate and incomplete design;
    - Incomplete knowledge of local conditions;
    - Incorrect choice of equipment, materials and construction technologies;
    - Constant change of the project content;
    - Uncertainty in the overall cost estimate due to uncertain quantities and prices for unit of production during planning.
    - Low level of management competence (especially subcontractors),
    - Low level of documented project detail
  - 12.12. All correspondence related to the execution of this EPC contract will be conducted in Russian.
  - 12.13. All appendices are an integral part of this EPC contract (attached to the tender documentation).

APPENDIX No. 3 to the Competition documentation

### **STANDARD FORMS OF DOCUMENTS**

submitted as part of an application for participation in an open tender for the right to conclude an EPC contract for construction1st stageThermal power plant with with an installed capacity of 1200 MW (stage 1 2x300 MW, stage 2 1x600 MW) in the Naryn region of the Kyrgyz Republic Samples of the main forms of documents,

included in the application for participation in the competition

- **1.1** Letter of Offer (Form 1)
- 1.1.1 Offer Submission Letter Form

beginning of form

No. « »	2025
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**Dear Sirs!** 

Having studied the notice of the competition [the type and full name are indicated name of the competition], posted in[the date of publication of the Notice and the publication in which it was published are indicated], and the tender documentation, and accepting the requirements and conditions of the tender established therein, including the established claim procedure for appeal, \_\_\_\_\_\_,

(full name of the Competition Participant with indication of the organizational and legal form)

registered at: \_\_\_\_\_

(legal address of the Competition Participant)

offers to conclude a contract for the performance of the following works:

(subject of the agreement)

on the terms and in accordance with the commercial and technical proposals, which are integral appendices to this letter and which, together with this letter, constitute an application for participation in the competition, for a total amount of:

List all lots in the order of their occurrence, for which an offer is submitted

**Lot 1:**[*name and lot number*] Total cost of the offer excluding taxes, USD (1 USD =1 US dollar).

(final cost, USD (1 USD = 1 US dollar))

in addition VAT, USD(1 USD = 1 US dollar)

(VAT on the final cost, USD (1 USD = 1 dollar) USA))

total with VAT, USD (1 USD equals 1 US dollar).

(VAT on the final cost, USD (1 USD = 1 dollar) USA))

This application for participation in the competition has the legal status of an offer and is valid until "\_\_\_" \_\_\_\_\_ 2025c\_.

This application for participation in the competition is accompanied by[*the quantity is indicated*] alternative proposals (options offered by us at your choice) on individual technical aspects (elements) of the application for participation in the competition, as well as [*the quantity is indicated*]alternative proposals on individual legal aspects (elements) of the application for participation - contractual terms. In this case:

• alternative proposal #1, the essence of which is set out in paragraph ccss on pages \_ of the application for participation in the competition (increases/decreases -

*specify what is needed*) the final bid price for the main offer on [*the amount is indicated in figures and words*]USD (1 USD = 1 US dollar);

- alternative proposal #2, the essence of which is set out in paragraph \_\_\_\_ on pages \_ of the application for participation in the competition (increases/decreases *specify what is needed*) the final bid price for the main offer on [*the amount is indicated in figures and words*]USD (1 USD = 1 US dollar);
- . . . etc.»

This application for participation in the competition is supplemented by the following documents, including the essential appendices:

- Technical proposal for execution of works (form 2) for \_\_\_\_ p.m.;
- 2. Minutes of disagreement to the draft EPC contract (form 3) on p;
- 3. Work schedule (form 4) for \_\_\_\_ years;
- 4. Summary table of cost of works (form 5) on \_\_\_\_l;
- 5. Schedule of payment for work performed (form 6) on \_\_\_\_l;
- 6. Application form of the Competition Participant (form 7) \_\_\_ l;
- 7. Certificate on the list and annual volumes of execution of similar contracts (form 8) on \_\_\_\_ p.;
- 8. Plan for the distribution of work volumes between the general contractor and subcontractors (form 9) for \_\_\_\_l;
- 9. Plan for the distribution of volumes of work performed/performance of work within a collective participant (form 10) on \_\_\_\_ p.
- 10. Certificate of participation in legal proceedings (form 11) for \_\_\_\_ years;
- 11. Information letter about the existence of connections of the Competition Participant that are of an affiliation nature with the employees of the Customer or Competition Organizer (form 12) to \_\_\_ p.;
- 12. List of documents contained in the application for participation in the competition (form 15) on l.

(signature, M.P.)

#### 1.1.2 Instructions for filling

- **1.1.2.1** The letter must be drawn up on the official letterhead of the Competition Participant. The competition participant assigns a date and number to the letter in accordance with the document flow rules adopted by the participant.
- 1.1.2.2 The participant of the competition must indicate his full name (indicating organizational and legal form) and legal address.
- 1.1.2.3 The participant of the competition must indicate the cost of the work to be performed in words, USD (1 USD = 1 US dollar), separately excluding VAT, the amount of VAT and together with VAT in accordance with the Summary Cost Table (column "TOTAL"). The price should be indicated in the format XXX XXX XXX,XX USD (1 USD = 1 dollar USA),.
- **1.1.2.4** The participant of the competition must indicate the validity period of the application for participation in the competition. according to requirements.
- **1.1.2.5** The participant of the competition must list and indicate the volume of each of documents attached to the letter of submission of the offer, defining the essence of the technical and commercial proposal of the Participant of the competition.
- 1.1.2.6 The letter must be signed and sealed in accordance with requirements.

# **1.2** Technical proposal for execution of works (form 2)

[filled out separately for each lot, indicating the number and name of the lot]

1.2.1 Form of Technical Proposal for the performance of works

Appendix No. 1 to the letter of submission of the offer from " " year No.

### Technical proposal for execution of works

Name and address of the Competition Participant: \_

[*Here the Participant of the Competition in free form provides his technical proposal, based on the draft Technical Assignment for the performance of work in accordance with the requirements of Section II of the Technical Part of the Competition Documentation*].

(signature, M.P.)

(last name, first name, patronymic of the signatory, position)

#### 1.2.2 Instructions for filling

1.2.2.1 The tender participant provides the number and date of the letter of submission of the offer, to which this technical proposal is an appendix.

- 1.2.2.2 The participant of the competition indicates histrade name(incl.organizational and legal form) and your address.
- 1.2.2.3 The technical proposal is completed separately for each of the lots indicating the number and name of the lot.
- 1.2.2.4 The technical proposal describes all items of the commercial offers.
- 1.2.2.5 The technical proposal will serve as the basis for the preparation of an annex to EPC contract. In this regard, in order to reduce the overall costs of effort and time of the Customer and the Tender Participant in preparing the Contract, this proposal should be prepared in such a way that it can be included in the Contract with minimal changes.

### **1.3** Protocol of disagreements to the draft EPC contract (form 3)

1.3.1 Form of the Protocol of Disagreements to the Draft Agreement

beginning of form

Appendix No. 2 to the letter on the submission of an

offer dated "\_\_\_" \_\_\_\_\_\_ year No. \_\_\_\_\_

#### Protocol of disagreements to the draft EPC contract

Name and address of the Competition Participant:

#### "Mandatory" conditions of the EPC contract

Item No.	Project item number EPC contract	Original formulations	Offers Competition participant	Notes, justification
1.				
2.				
3.				

#### "Desirable" terms of the Agreement

Item No.	Project item number EPC contract	Original formulations	Offers Competition participant	Notes, justification					
1.									
2.									
3.									

(signature, M.P.)

(last name, first name, patronymic of the signatory, position)

- 1.3.2 Instructions for filling out the Protocol of Disagreements to the draft EPC contract
- 1.3.2.1 The tender participant shall provide the number and date of the letter of submission of the offer, to which this technical proposal is an appendix.
- 1.3.2.2 The participant of the competition indicates his/her company name (incl. organizational and legal form) and your address.
- 1.3.2.3 This form is filled out as if the Participant of the competition had requirements or proposals for changing the draft EPC contract, and in the absence of such requirements or proposals; in the latter case, the tables contain the words "We agree with the proposed draft EPC contract".
- 1.3.2.4 If the Participant of the Competition has proposals for making changes to the draft EPC contract, the Tenderer must submit this protocol of disagreements as part of its application for participation in the tender. In the prepared protocol of disagreements, the Tenderer must clearly distinguish between the mandatory and desirable conditions of the EPC contract. "Mandatory" here are proposals and conditions, in case of non-acceptance of which the Tenderer will refuse to sign the EPC contract. "Desirable" here are proposals on the terms of the EPC contract, which the Tenderer submits for consideration to the Tender Organizer, but the rejection of which by the Tender Organizer will not entail the Tenderer's refusal to sign the EPC contract if it is recognized as the Tender Winner.
- 1.3.2.5 The Customer reserves the right to review and accept before signing EPC contract proposals and additional (not fundamental) amendments to the EPC contract. If the parties fail to reach an agreement on these amendments, the parties will be obliged to sign the Contract on the terms and conditions set out in this Tender Documentation and the Tender Application of the Tender Winner.
- 1.3.2.6 In any case, the Competition Participant must keep in mind that:
  - A) if any of the mandatory Contractual Proposals and conditions put forward by the Participant are unacceptable to the Competition Organizer, such application for participation in the Competition will be rejected regardless of the content of the technical and commercial proposals;
  - b) in any case, the provision by the Participant of the competition of a protocol of disagreements on the initial draft of the Agreement prepared by the Customer does not deprive the Participant of the competition and the Customer of the right to discuss these conditions and change them in the process of pre-contractual negotiations in order to reach an agreement regarding the change of these conditions.

#### **1.4** Work schedule (form 4)

1.4.1 Form of the calendar plan for the execution of works

#### beginning of form

Appendix No. 3 to the letter on the submission of an

offer dated "\_\_\_" \_\_\_\_\_ year No. \_\_\_\_\_

#### Work schedule

Name and address of the Competition Participant:

\_\_\_\_\_ Start of work: "\_\_\_" \_\_\_\_\_20\_\_

\_\_\_\_\_

Completion of work: "\_\_\_" \_\_\_\_\_ 20\_\_\_

	No. Name Execution schedule, in weeks from the date of signing the EPC contract							t		
p/p	stages	1 week	<i>2</i> week	Week 3	<i>4</i> week	<i>5</i> week	<i>6</i> week	<i>7</i> week	Week 8	etc.
1	2	3	4	5	6	7	8	9	10	11
1.										
2.										
3.										

(signature, M.P.)

(last name, first name, patronymic of the signatory, position)

### 1.4.2 Instructions for filling

1.4.2.1 The participant of the competition provides the number and date of the letter of submission	offers,
an appendix to which is this calendar plan for the execution of wo	ˈks.
	<i>r</i> 1

1.4.2.2 The participant of the competition indicates his/her company name(incl.organizational and legal form) and your address.

1.4.2.3 This Work Schedule contains the volume, estimated deadlines for the performance of all types of work and services under the Agreement.

1.4.2.4 To indicate the timeframes, against each stage/substage, any

sign or darken the corresponding number of columns, for example:

	Name	Execution schedule, in weeks from the date of signing the EPC contract								
p/p	stages	1 week	<i>2</i> week	Week 3	Week 4	<i>5</i> week	<i>6</i> week	7 week	Week 8	etc.
1	2	3	4	5	6	7	8	9	10	11
1.	Work 1									
2.	Work 1.1									
3.	Delivery 1.2									
4.	Work 1.3									
5.										

1.4.2.5 The work schedule can also be prepared with

using project management software (such as Microsoft Project, etc.).

1.4.2.6 The work schedule will serve as the basis for preparation

appendices to the EPC contract. In this regard, in order to reduce the overall costs of effort and time of the Customer and the Tender Participant in preparing the EPC contract, this Work Schedule should be prepared in such a way that it can be included in the EPC contract with minimal changes.

### **1.5** Summary table of work cost (form 5)

1.5.1 Cost of Work Summary Table Form

#### beginning of form

Appendix No. 4 to the letter on the submission of an

offer dated "\_\_\_" \_\_\_\_\_\_ year No. \_\_\_\_\_

### Summary table of work costs

Name and address of the Competition Participant: \_\_\_\_\_\_ In prices at

the time of submitting an application for participation in the competition: "\_\_" \_\_\_\_\_  $2\frac{2}{2}$  \_\_\_\_

Item No.	Type of work	Unit of measuremen		Single price, USD (1 USD = 1 dollar <sup>USA) (without</sup> VAT)	General cost, USD (1 USD = 1 US dollar) (Without VAT)	Notes
1	2	3	4	5	6	7
тот	TOTAL without VAT, USD (1 USD = 1 dollar USA)		dollar	X		
V	VAT, USD (1 cu = 1 US dollar)			Х		
TOTAL with VAT, USD (1 USD = 1 dollar USA)			Х			

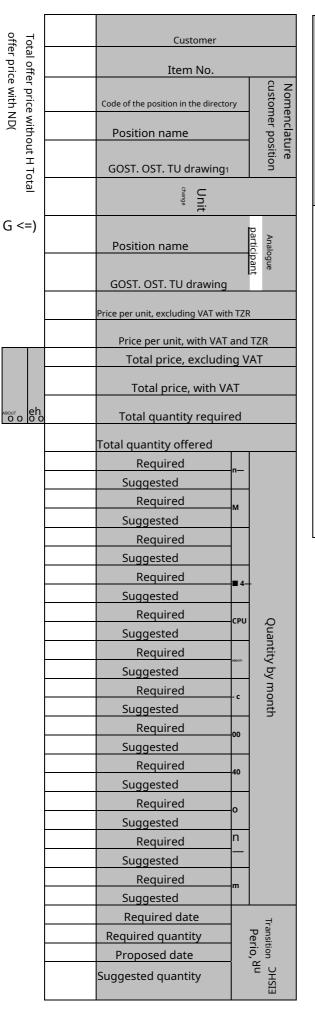
### The cost of work is calculated on the basis of an estimate.

(signature, M.P.)

(last name, first name, patronymic of the signatory, position)

Приложение №1 к сводной таблице стоимости работ

Comment	offers	Alternative number	Offer date	Offer number	Offer from	Year of work completion	Lot	Title of purchase



1Manufacturer's ND

#### 1.5.3 Instructions for filling

1.5.3.1 The tender participant provides the number and date of the letter of submission of the offer,

an appendix to which is this summary table of work costs.

- 1.5.3.2 The participant of the competition indicates his/her company name (incl. organizational and legal form) and your address.
- 1.5.3.3 The participant of the competition indicates the date on which he expected the Summary table of work costs.
- 1.5.3.4 The Summary Table of Cost of Works shall provide the name of the work, respectively: the work to be performed, the unit of measurement of the volume of work, the volume of work in the specified units of measurement, the unit price, and the total cost of the work obtained by multiplying the volume of work by the unit price. Notes and comments may also be provided.
- 1.5.3.5 The summary table of work costs will serve as the basis for the preparation annexes to the Agreement. In this regard, in order to reduce the overall effort and time spent by the Customer and the Tender Participant on preparing the Agreement, this Summary Table of the Cost of Work should be prepared in such a way that it can be included in the Agreement in the form of an estimate with minimal changes. In this case, the Summary Table of the Cost of Work should fully correspond to the estimate presented in the technical assignment.
- 1.5.3.6 Appendix No. 1 to the Summary Table of Cost of Works must be filled in Excel format and provide it as part of the application (in an electronic copy).

# **1.6** Payment schedule for work performed (form 6)

1.6.1 Form of payment schedule for work performed

#### beginning of form

Appendix No. 5 to the letter on the submission of an

offer dated "\_\_\_" \_\_\_\_\_ year No. \_\_\_\_\_

#### Payment schedule for work performed

Name and address of the Competition Participant:

Item No.	Stage name	Stage number in execution schedule works (appendix to EPC contract)	Payment term	Payment amount, USD (1 USD = 1 US dollar) (from VAT)
1	2	3	4	5
1				
2				
3				
TOTAL total amount, USD (1 USD = 1 US dollar) with VAT		X	Х	

(signature, M.P.)

(last name, first name, patronymic of the signatory, position)

#### 1.6.2 Instructions for filling

- 1.6.2.1 The participant of the competition provides the number and date of the letter of submissionOffers,an appendix to which is this schedule of payment for the work performed.1.6.2.2 The participant of the competition indicates hisbrand name (incl.
  - organizational and legal form) and your address.
- 1.6.2.3 The payment schedule for the work performed must be prepared on the basis of the Schedule execution of works (Appendix No. 3 to the Agreement) and must contain references to individual stages/sub-stages provided for in the Work Schedule.
- 1.6.2.4 The payment schedule for the work performed will serve as the basis for the preparation annexes to the Agreement. In this regard, in order to reduce the overall costs of effort and time of the Customer and the Tender Participant in preparing the Agreement, this Schedule of Payment for the Performance of Work should be prepared in such a way that it can be included in the Agreement with minimal changes.

#### **1.7** Competition Participant Questionnaire (Form 7)

#### 1.7.1 Contest Participant Application Form

#### beginning of form

Appendix No. 6 to the letter on the submission of an

offer dated "\_\_\_" \_\_\_\_\_ year No. \_\_\_\_\_

# **Competition Participant Form**

Name and address of the Competition Participant: \_

Item No.	Name	Information about the Competition Participant (to be filled in by the Participant) competition)
1	2	3
1.	Organizational and legal form And corporate name Participant competition	d
2.	Legal address	
3.	Postal address	
4.	Branches: list names and postal addresses	
5.	Bank details (name and address of the bank, number of the Participant's bank account, bank telephone numbers, other bank details)	
6.	Participant's telephone numbers (indicating the city code)	
7.	Fax of the Competition Participant (indicating the city code)	r
8.	Address electronic mail Participant	
9.	Surname, Name and Patronymic of the head of the Competition Participant who has right signatures according to COnstituent documents of the Competition Participant, indicating the position and contact phone number	
10.	The document on the basis of which the person authorized to sign the Proposal acts	
11.	Surname, Name and Patronymic of the person responsible for the Competition Participant, indicating the position and contact phone number	

(signature, M.P.)

(last name, first name, patronymic of the signatory, position)

- 1.7.2 Instructions for filling
- 1.7.2.1 The tender participant provides the number and date of the letter of submission of the offer, to which this questionnaire is an appendix.
- 1.7.2.2 The participant of the competition indicates his/her company name (incl. organizational and legal form) and your address.
- 1.7.2.3 Contestants must complete the above table for all positions. If any data is missing, indicate the word "no".
- 1.7.2.4 In column 11 "Bank details..." the details that will be used when concluding the Agreement.

# **1.8** Certificate of the list and annual volumes of execution of similar contracts (form 8)

# 1.8.1 Form of the Certificate on the list and annual volumes of execution of similar contracts

beginning of form

Appendix No. 7 to the letter on the submission of an offer dated "\_\_\_" \_\_\_\_\_ year No. \_\_\_\_\_

# Information on the list and volumes of execution of similar EPC contracts for last 5 years

Item No.	Completion dates (year and the month of the beginning execution - year and month actual or planned completion execution, for unfinished contracts - percentage execution)	Customer ( <i>name, address,</i> <i>contact person with indication positions, contact phones</i> )	Description contracts (volume and composition of works, description <b>main</b> conditions agreements)	Sum contracts ( <i>V</i> dollars USA)	Information about complaints about listed agreements
1	2	3	4	5	6
1.					
2.					
3.					
ITO	<b>THAT</b> for the full year <i>[spec</i>	ify, for example, "2020 y	rear»]		Х
1.					
2.					
3.					
			_		
	<b>AL</b> for the full year <i>[specify</i> l	, for example, "2021 ye	ear»]		X
1.					
2.					
3.					
		<i>[specify, for example "2025 year"</i> ]			
-	<b>GO</b> [ <i>indicate, depen</i> <i>and/or "First quarter o</i>	ding on the circumst	tances,		X
ιIdβ	anaror inst quarter of	20212, Elli			

Name and address of the Competition Participant:

(signature, M.P.)

18

(last name, first name, patronymic of the signatory, position)

1.8.2	Instructions for filling		
1.8.2.1 The pa	rticipant of the competition provides the number and data to which this certificate is an appendix.	e of the letter of submission	offers,
1.8.2.2 The p	participant of the competition indicates his organizational and legal form) and your ad	trade name dress.	(incl.
1.8.2.3 In	this form, the Tender Participant specifies execution of similar contracts, compara other requirements of the Tender Docu	ble in terms of volume, deadl	ines and
	1 I I . I		

- 1.8.2.4 At least three but no more than ten similar contracts should be indicated. The participant of the competition can independently select the contracts that, in his opinion, best characterize his experience.
- 1.8.2.5 The tender participant may also include unfinished contracts, but it is mandatory noting this fact.

# **1.9** Plan for distributing the volume of work performed between the general contractor and subcontractors (form 9)

1.9.1 Form of the plan for the distribution of volumes of work performed between the general contractor and subcontractors

beginning of form

Appendix No. 8 to the letter on the submission of an offer dated "\_\_\_" \_\_\_\_\_ year No. \_\_\_\_\_

# Plan for the distribution of work volumes between the general contractor and subcontractors

Name and address of the general contractor:

			Cost of s	ervices	
Item No.	Name of works	Name organizations, performing this volume works	in monetary terms expression, c.u. (1 USD = 1 US dollar) (without VAT)	in % of total cost works	Deadlines execution (beginning and ending)
1	2	3	4	5	6
1.					
2.					
3.					
TOTAL				100%	x

(signature, M.P.)

(last name, first name, patronymic of the signatory, position)

### 1.9.2 Instructions for filling

- 1.9.2.1 This form is only to be completed if the application is submitted by the General contractor.
- 1.9.2.2 The participant indicates the date and number of the application in accordance with the letter of submission **offers.**
- 1.9.2.3 The participant shall indicate its corporate name (including organizational legal form) and your address.
- 1.9.2.4 In this form the general contractor shall indicate:
  - a list of works performed by the general contractor and each subcontractor;
  - cost of work by the general contractor and subcontractors in monetary and percentage terms;
  - deadlines for the execution of works by the general contractor and each subcontractor in accordance with the Work Schedule.

# **1.10** Plan for the distribution of work volumes/execution of work within collective participant (form 10)

1.10.1 Work Volume Distribution/Work Execution Plan Form within the collective participant \_\_\_\_\_

beginning of form

Appendix No. 9 to the letter on the submission of an

offer dated "\_\_\_" \_\_\_\_\_ year No. \_\_\_\_\_

### Work volume distribution/work execution plan within a collective participant (Consortium)

Name and address of the leader of the collective participant:

No.	Name	Name	Cost of work/	Deadlines	
p/p	work/works	organizations, performing this volume work/works	in monetary terms expression, c.u. (1 cu = 1 dollar USA) (without VAT)	in % ot total cost work/works	execution (beginning and ending)
1.			,		
2.					
3.					
	TOTAL			100%	Х

(signature, M.P.)

(last name, first name, patronymic of the signatory, position)

#### 1.10.2 Instructions for filling

# 1.10.2.1 This form is only to be completed if the Tender Application is submitted collective participant.

- 1.10.2.2 The participant of the competition shall indicate the date and number of the Competition Application in accordance with letter of submission of an offer.
- 1.10.2.3 The competition participant shall indicate its company name (including organizational and legal form) and your address.
- 1.10.2.4 In this form, the leader of the collective participant indicates:
  - list of works performed/rendered by each organization;
  - cost of work/works by the general contractor and subcontractors in monetary and percentage terms;
  - deadlines for the execution of work/performance of work by the general contractor and each subcontractor in accordance with the Schedule of execution of work/ performance of work.

# **1.11** Certificate of participation in legal proceedings (form 11)

1.11.1 Form of certificate of participation in legal proceedings

beginning of form

Appendix No. 10 to the letter on the submission of an

offer dated "\_\_\_" \_\_\_\_\_ year No. \_\_\_\_\_

#### Certificate of participation in legal proceedings

Name and address of the Competition Participant: \_\_\_\_

No. p/p	Name courts	Subject and price of the claim (in dollars USA)	The court's decision and date of entry solutions in legal force	Form procedural participant participation competition (plaintiff, defendant, third party)	Full name other parties with indicating their form procedural participation
1	2	3	4	5	6
1.					
2.					
3.					

I hereby confirm that the Contest Participant

(name of the organization participating in the competition)

does not have: legal proceedings concerning the failure to fulfill its obligations under previously concluded contracts, decisions on which were made by the court not in favor of the Competition Participant.

(signature, M.P.)

(last name, first name, patronymic of the signatory, position)

- 1.11.2 Instructions for filling
- 1.11.2.1 The tender participant provides the number and date of the letter of submission of the offer, an appendix to which is this certificate of participation in legal proceedings.
- 1.11.2.2 The competition participant shall indicate its company name (including organizational and legal form) and your address.
- 1.11.2.3 The participant of the competition provides information about his participation in the court proceedings in arbitration courts and courts of general jurisdiction in connection with economic activities.

# **1.12** Information letter about the presence of the Competition Participant's connections of an affiliation nature with the employees of the Customer or Competition Organizer (form 12)

1.12.1 Form of a letter about the existence of connections of the Competition Participant that are of an affiliation nature with the employees of the Customer or Competition Organizer

#### beginning of form

Appendix No. 11 to the letter on the submission of an offer dated "\_\_\_" \_\_\_\_\_ year No. \_\_\_\_\_

#### **Dear Sirs!**

When considering our application for participation in the competition, please take into account the following information about the availability of[*the name of the Competition Participant is indicated*]connections that are of an affiliation nature with persons who are[*It indicates who these persons are, for example: founders, employees, etc.*]Customer[*and/or the Competition Organizer, or another organization that prepared the design documentation, specifications and other documents directly related to the holding of this competition*], namely:

- 1. [*the full name of the person, their place of work, position are indicated; a brief description is given of why the relationship between this person and the Competition Participant can be regarded as affiliation*];
- **2.** [the full name of the person, his position, and a brief description of why the relationship between this person and the Participant of the competition can be regarded as affiliation are indicated];
- 3.

(signature, M.P.)

(last name, first name, patronymic of the signatory, position)

- 1.12.2 Instructions for filling
- 1.12.2.1 The tender participant shall provide the number and date of the letter of submission of the offer, to which this Information Letter is an appendix.
- 1.12.2.2 The participant of the competition indicates his/her brand name (incl. organizational and legal form) and your address.
- 1.12.2.3 The participant of the competition must fill in the information form provided above. letter, indicating all persons who, in his opinion, can be recognized as affiliated with him. If, in the opinion of the Participant of the competition, there are no such persons, then the phrase "When considering our application for participation in the competition, please take into account that[*the name of the Competition Participant is indicated*]There are NO connections that can be recognized as being of an affiliation nature with persons in one way or another connected with the Customer, the Competition Organizer, or another organization that prepared the design documentation, specifications, and other documents directly related to the holding of this competition.
- 1.12.2.4 When drafting this letter, the Competition Participant must take into account that Concealment of any information about the existence of connections of an affiliative nature between the Participant of the competition and any persons in one way or another connected with the Customer, the Organizer of the competition, or another organization that prepared the design documentation, specifications and other documents directly related to the holding of this competition, may be recognized by the competition committee as a material violation of the terms of this competition, and may result in the rejection of the application of such Participant.

#### **1.13** List of documents contained in the application for participation in the competition (form 15)

#### 1.13.1 Form of inventory of documents contained in the application for participation in the competition

beginning of form

Appendix No. 14 to the letter on the submission of an offer dated "\_\_\_" \_\_\_\_\_ year No. \_\_\_\_\_

#### List of documents contained in the application for participation in the competition

#### Name and address of the Competition Participant:

Item No.	Contents of the application for participation in the competition	Information about presented documents (yes/no)
1	2	3
1.		
2.		
3.		

(signature, M.P.)

(last name, first name, patronymic of the signatory, position)

- 1.13.2 Instructions for filling
- 1.13.2.1 The tender participant provides the number and date of the letter of submission of the offer, an appendix to which is this List of documents contained in the application for participation in the competition.
- 1.13.2.2 The competition participant shall indicate its company name (including organizational and legal form) and your address.
- 1.13.2.3 The list of documents contained in the application for participation in the competition is filled in By the participant, based on the results of preparing an application for participation in the competition (with the attachment of this information on an electronic medium)
- 1.13.2.4 If any of the documents are missing, they must be attached. written justification for the absence of a certificate or document.

Executor: JSC "Electric Stations"

JSC "Directorate of Power Plants under Construction"