

"AGREED"

Deputy General Director for Marketing
and Sales

_____ L.Yu. Filatova

Purchasing Director

_____ M.M. Pirnazarov

"APPROVE"

CEO

“UMS” LLC

_____ S.Kh. Aripov

"__" _____ 2024

PURCHASING DOCUMENTATION

Formation, provision, storage and warranty service of eSIM profiles

Customer: Limited Liability Company
UNIVERSAL MOBILE SYSTEMS

Tashkent - 2024

- | | | | |
|---|-------------------------------|-----|---|
| 1 | General provisions | 1.1 | This documentation for the selection of the best offer has been developed in accordance with the requirements of the Law of the Republic of Uzbekistan “About Public Procurement” No. ZRU-684 dated April 22, 2021 (hereinafter referred to as the “Law”) |
| | | 1.2 | Subject of selection: Formation, provision, storage and warranty service of eSIM profiles |
| | | 1.3 | <p>The starting cost of selection is:</p> <p>375 000 000,00 (three hundred seventy-five million) without WAT</p> <p>420 000 000,00 (four hundred twenty million) with WAT 12%</p> <p>Payment currency:</p> <p>- for residents of the Republic of Uzbekistan: UZS – currency of the Republic of Uzbekistan (Sum);</p> <p>- for non-residents of the Republic of Uzbekistan: USD – currency of the United States of America or EUR – currency of European Union (EU)</p> |
| | | 1.4 | The prices specified in the offer must not exceed the starting price. |
| | | 1.5 | The terms of reference for Formation, provision, storage and warranty service of eSIM profiles in the technical part of this purchasing documentation. |
| | | 1.6 | Forms of the meeting of the procurement commission - electronic. |
| | | 1.7 | Evaluation method - least cost method |
| 2 | Selection organizers | 2.1 | <p>OOO "Universal Mobile Systems" is the customer (hereinafter referred to as the "Customer") of the selection.</p> <p>Address of the "Customer": 100000, Tashkent, ave. A. Temur, 24.</p> <p>Details of the "Customer": MFO 00401, TIN 303020732,</p> <p>account 202114000300381984001 in OPERA of JSC "Aloqabank"</p> |
| | | 2.2 | <p>Contact person of the Organizer:</p> <p>Procurement Management Department, Senior Specialist Melnikova Olga</p> <p>email : omelnikova@mobi.uz,</p> <p>tel: +(998 97) 403 83 83</p> |
| | | 2.3 | The selection is carried out by the procurement commission established by the Customer, consisting of at least five members. |
| 3 | Selection participants | 3.1 | Any legal entity, regardless of the form of ownership, including small businesses, can take part in the selection. with the exception of legal entities listed in 4.2. |
| | | 3.2 | <p>Participants who meet the following criteria may participate in the selection:</p> <ul style="list-style-type: none"> - the availability of the necessary technical, financial, material, human and other resources for the execution of the contract; - eligibility to conclude a contract; |

- no arrears in the payment of taxes and fees;
- the absence of bankruptcy procedures introduced against them;
- the absence of an entry about them in the Unified Register of Unscrupulous Performers.

3.3 The selection participant must:

- comply with the requirements of the legislation on Public procurement;
- submit proposals and documents that meet the requirements of the procurement documentation, and be responsible for the accuracy of the information provided;
- disclose information about the main beneficial owner (**Appendix No. 1** of the purchasing documentation);
- submit an application to prevent corruption manifestations (**Appendix No. 3** of the purchasing documentation);
- provide a letter of guarantee indicating that (1) the participant is not in a state of litigation with the customer; (2) the participant does not have improperly fulfilled obligations under previously concluded agreements with the Customer (3) the participant's company, including its founder, is not registered and does not have bank accounts in states or territories that provide preferential tax treatment and / or do not provide for disclosure and provision of information when conducting financial transactions (offshore zones); (4) the participant has no lawsuits brought against him for the recovery of debts, losses in civil law relations; (5) the company of the participant, including its founders, the head does not have an unfinished criminal, administrative case of an economic or tax nature; (6) the information contained in the documents provided during the procurement procedure is reliable (**Appendix No. 2** of this purchasing documentation);

4 Selection procedure

4.1 To participate in the selection, the selection participant must:

- a) download the electronic version of the procurement documentation posted on a special information portal to familiarize yourself with the selection conditions;
- b) submit qualification documents and a proposal for selection in accordance with the requirements of this purchasing documentation.

4.2 Participants are not allowed to participate in the selection:

- under liquidation or bankruptcy;
- being in a state of claim or litigation with the "Customer";
- located in the Unified Register of Unscrupulous Performers;
- having overdue debts on payment of taxes and other obligatory payments;

- registered and having bank accounts in states or territories that provide a preferential tax regime and / or do not provide for the disclosure and provision of information when conducting financial transactions (offshore zones);
- not properly fulfilled the assumed obligations under previously concluded agreements with the Customer;
- who did not provide information about the ultimate beneficiary (owner/founder) of the participant's company;
- whose founders are the same legal entities and/or individuals;
- submitted qualification documents that do not meet the requirements of the tender documentation.
- who did not provide the Customer with test personalized samples of the Products with the application of the original layout;

4.3 The customer removes the participant from participation in the procurement procedures if:

- the participant directly or indirectly offers, gives or agrees to give to any current or former officer or employee of the customer or other government agency any form of remuneration, offer of employment, or any other thing of value or service for the purpose of influencing the commission of any - or actions, decisions or application of any procurement procedure of the customer in the public procurement process;
- the participant has an unfair competitive advantage or a conflict of interest in violation of the law;
- the participant commits anti-competitive actions or, in violation of the law, has a conflict of interest, as well as when cases of affiliation are identified;
- the participant refuses to disclose information about the beneficial owner;
- the unreliability of the information contained in the documents submitted by the participant in the procurement procedure was established.

5 Selection language

5.1 The proposal and all related correspondence and documentation, which are carried out by the participant and the customer, must be in Uzbek or Russian. The proposal may be in another language, provided that an accurate translation into Uzbek or Russian is attached to it. In case of discrepancies in the text of the proposal, when more than one language is used, the Uzbek language will prevail. It is allowed to provide technical documentation in English.

6 Proposal of the participant and the procedure for its execution

6.1 Participants submit proposals for selection in the form of electronic envelopes through their personal accounts no later than the deadline specified in the announcement of the electronic selection.

6.2 Along with the proposal, participants can place sketches, drawings, drawings, photographs and other documents in the form of files. At the same time, the proposals of the participants are submitted by attaching documents in accordance with the requirements in the electronic system. The information provided by the participant must correspond to the information contained in the attached documents.

		6.3	<p>Selection participant:</p> <ul style="list-style-type: none"> - is responsible for the authenticity and reliability of the information and documents provided; - may submit only one proposal; - has the right to withdraw or amend the submitted proposal before the deadline for submission of such proposals.
		6.4	An electronic selection participant has the right to send a request to the customer through an open electronic chat for clarification of the provisions of the procurement documentation no later than two days before the deadline for submission of proposals.
		6.5	The period of validity of the offer of participants must be at least 60 days from the date of the end of submission of offers.
		6.6	If necessary, the Customer may apply to the selection participants with a proposal to extend the validity of their proposals for a certain period.
7	Extension of the deadline for submitting proposals	7.1	If necessary, the customer may extend the deadline for submitting proposals by decision of the procurement committee.
		7.2	Announcements on the extension of the deadlines for submitting proposals are posted on a special information portal and published in other media.
8	Making changes to the procurement documentation	8.1	<p>If necessary, the customer has the right to decide to amend the procurement documentation.</p> <p>The decision to amend the procurement documentation may be made no later than one working day before the deadline for submission of proposals.</p> <p>In case of making changes to the procurement documentation by the deadline for submission of proposals, the selection is extended for at least three working days from the date of making changes to the procurement documentation.</p> <p>At the same time, changes are made to the announcement of the selection, if the information specified in the announcement has been changed.</p>
9	Evaluation of the proposals of the selection participants	9.1	When opening access to the proposals of the Participants, the presence of all documents in it and the correctness of their execution are checked. In the absence of relevant documents in the proposal, the procurement commission has the right not to allow this proposal to be considered and evaluated.
		9.2	The procurement commission evaluates proposals that were not rejected to identify the winner of the selection based on the criteria specified in the procurement documentation, as well as based on documents drawn up by participants in Annexes 1-6 of this purchasing documentation.

- 9.3 If the information contained in the documents submitted by the selection participant is found to be unreliable, the procurement commission has the right to remove such a participant from participation in the selection.
- 9.4 Evaluation of proposals and determination of the winner of the selection are made on the basis of the criteria set out in the procurement documentation.
- 9.5 The proposal is recognized as properly executed if it complies with the requirements of the Law and the procurement documentation.
- 9.6 The Procurement Commission rejects the proposal if the selection participant that submitted it does not meet the requirements established by the Law or the selection participant's proposal does not meet the requirements of the procurement documentation.
- 9.7 During the evaluation of proposals, the responsible secretary of the procurement commission may request clarifications from the participants of the electronic selection regarding their proposals. This procedure is carried out electronically.
- 9.8 If the selection participants submit proposals in different currencies, the amounts of proposals during the evaluation will be converted into a national currency of the Republic of Uzbekistan at the rate of the Central Bank of the Republic of Uzbekistan.
- 9.9 The winner is the selection participant who offered the best conditions for the execution of the contract based on the criteria specified in the procurement documentation and the proposal.
- 9.10 Determination of a reserve contractor is carried out in the manner prescribed by this paragraph.
The results of consideration and evaluation of proposals are recorded in the minutes of consideration and evaluation of proposals.
- 9.11 If there are arithmetic or other errors, the procurement commission has the right to reject the proposal of the participants or determine other conditions for their further consideration, notifying the selection participant about this.
- 9.12 In order to correctly compare the prices of foreign and domestic participants in the selection, the assessment will take into account the relevant costs (taxes, customs payments and other obligatory payments), in cases provided for by the current legislation of the Republic of Uzbekistan.

9.13 The results of consideration and evaluation of proposals are recorded in the minutes of consideration and evaluation of proposals.

9.14 Any participant in the selection, after the publication of the minutes of consideration and evaluation of proposals, has the right to send a request to the customer for clarification of the results of the selection. Within three working days from the date of receipt of such a request, the customer is obliged to provide the selection participant with appropriate explanations.

10 Other conditions

10.1 The selection may be declared invalid by the procurement commission:

- if one participant took part in the selection or no one took part;
- if, based on the results of consideration of proposals, the procurement commission rejected all proposals due to non-compliance with the requirements of the procurement documentation.

10.2 The customer has the right to cancel the selection at any time before the acceptance of the winning bid. In case of cancellation of the selection, the customer publishes the justified reasons for this decision on a special information portal.

11 Conclusion of an agreement

11.1 Based on the results of the selection, the Winner of the procurement procedure is determined, which must:

- sign Non-Disclosure Agreements with the Customer (Appendix No. 5 to the purchasing documentation) and indicate the e-mail addresses of correspondents intended for the exchange of confidential information via secure e-mail;;
- prepare and send to the Customer test samples of the Products ;
- sign an agreement with the Customer in compliance with all the conditions specified in the Terms of Reference, the Purchasing documentation and the proposal submitted during the selection, submitted by the selection participant with whom the agreement is concluded in the manner and within the time limits stipulated by law.

Payment order:

15% of the total cost of the Products under the Agreement within 10 (ten) banking days after the signing of the Agreement by the Parties. The remaining amount, for 85% of the total cost of the delivered Products within 30 (thirty) working days from the date of signing by the Supplier and the Customer of the Acceptance and Transfer Certificate for the quantity of the Products.

Quantity: 100 000 pieces.

The term for the supply of goods:

Not more than 30 working days from the date of the advance payment or from the date of signing the contract (determined by the contract)

Terms of delivery:

- Tashkent, Yunusabad district, st. A.Temur, d. 24.

Guarantee period: At least 12 (twelve) months from the date of activation/connection of the e-SIM card

- 11.2 If the winner of the selection refuses to conclude an agreement on the conditions of selection, the right to conclude an agreement passes to the reserve contractor. At the same time, the reserve performer may conclude an agreement at the price offered by the selection winner, or refuse to conclude an agreement.

Participant Questionnaire
(General information about the participant)

Name of Participant: _____

	Name	Participant Information		
1	Legal form and company name (full and short)			
2	Country of residence			
3	Information about registration (date of registration, registration number, name of the registration authority)			
4	TIN			
5	Information about the main type of activity in accordance with OKED, VAT registration code			
6	Legal address			
7	Mailing address			
8	<p>Information about the beneficial owner (an individual who ultimately owns the property rights or actually controls the supplier of goods (works, services).</p> <p>Founders with an indication of equity participation (list the names and legal form or full name of all founders whose share in the authorized capital exceeds 10%).</p> <p>In the event that the founder of the participant's company is another legal entity, then the participant must provide information up to the ultimate beneficiary - an individual who owns this legal entity.</p>			
9	Information about the place of production of goods (works, services)			
10	Bank details (name and address of the bank, number of the Participant's bank account, phone numbers of the bank, other bank details)			
11	Participant contact information	Phone	Email	fax machine
12	Full name of the Head of the Participant, who has the right to sign in accordance with the constituent documents of the Participant, indicating the position and contact phone number			

	Name	Participant Information			
13	Representative of the Participant, authorized by power of attorney to sign the Agreement and the CoP	Full name	Position	Phone	Email
14	Name of Chief Accountant				
15	Representative of the Participant responsible for participation in the Procurement	Full name	Position	Phone	Email

Information about the experience of performing similar work*

No.	Name of works	Name of the customer with whom the contract was concluded	No. and date of the concluded contract	Fulfillment of obligations under the contract (Full/incomplete), specify the period of performance	Note

(signature of authorized person)

(Full name and position of the authorized person)

M.P.

Date: " ____ " _____ 202

**When specifying information about previously concluded contracts for the performance of similar works, it is necessary to fill in all columns without exception. If it is necessary to confirm the accuracy of the information provided, the Customer may request to provide a letter of recommendation or a copy of the signed agreement with the Customer*

ON THE LETTERHEAD OF THE PARTICIPANT

No.: _____

Date of: _____

Appendix No.2

Purchasing Commission

LETTER OF GUARANTEE

By this letter, we confirm that the company _____

(Company name)

- is not in liquidation or bankruptcy;
- not in litigation with *(name of customer)* ;
- does not have improperly fulfilled obligations under previously concluded agreements with the Customer;
- the participant's company (name of the company), including its founders, is not registered and does not have bank accounts in states or territories that provide preferential tax treatment and/or do not provide for the disclosure and provision of information when conducting financial transactions (offshore zones);
- absent in the Unified Register of Unscrupulous Performers;
- has no arrears in payment of taxes, fees and other obligatory payments;
- has no lawsuits filed against itself for the recovery of debts, losses on civil law relations;
- the company of the participant (name of the company), including its founders , the head is not has an unfinished criminal, administrative case of an economic or tax nature;
- the information contained in the documents provided during the procurement procedure is reliable

Signatures:

FULL NAME. Manager _____

FULL NAME. Chief accountant (head of financial department) _____

FULL NAME. Lawyer _____

(Place of stamp)

Purchasing Commission

Statement on the Prevention of Corruption Manifestations

We hereby declare that the company _____ (*company name*) in no way and under no circumstances will allow corruption in any form, and will not commit anti-competitive actions.

We also hereby undertake to comply with the requirements of the anti-corruption legislation of the Republic of Uzbekistan and not take any actions that may violate the anti-corruption legislation in connection with our rights or obligations under the procurement documentation, including (without limitation) directly or indirectly offer, give or agree to give to any current or to a former official or employee of a government customer or other government agency, any form of remuneration, offer of employment, or any other item or service of value for the purpose of influencing the performance of any action, decision, or application of any procurement procedure of the government customer in the public procurement process.

In the event of any manifestations of corruption, we agree that UMS LLC has the right to refuse further consideration of our proposal during the procurement procedure.

(signature of authorized person)

(Full name and position of the authorized person)

(Place of stamp)

Date: " ____ " _____ 202

ON THE LETTERHEAD OF THE BANK

Appendix No. 4

Information from the bank

Outgoing letter number

Date of:

The name of the bank confirms that the *name of the enterprise/company*

Director:

Chief Accountant:

Legal address: Uzbekistan,

TIN: 123456789 has a main deposit account in national currency (sum)

No. XX _____

As of . . 20 :

- there are no obligations to the Bank (credits, bank guarantee, letters of credit, guarantees) or third parties ;
- there is no overdue debt ;
- there is no arrest on the accounts of the counterparty ;
- suspension of operations on the account, or seizure of a certain amount of money by the decision of the investigation, inquiry, prosecutor's office, the Department of bailiffs or by determination of the Court of the Republic of Uzbekistan are **absent**;
- there is no debt on payment requirements of file cabinet 1 (settlement documents awaiting acceptance for payment) and file cabinet 2 (settlement documents not paid on time) .

A copy of the signature sample card is attached.

Bank manager/head

Full name

Signature _____

Chief Accountant

Full name

Signature _____

Non-Disclosure Agreement

Tashkent

Date " ____ " _____ 202

_____, represented by _____, acting on the basis of _____, on the one hand, and the **Limited Liability Company "UNIVERSAL MOBILE SYSTEMS" (LLC "UMS")**, represented by General Director Aripov S.Kh., acting on the basis of the Charter, on the other hand, collectively referred to as the "Parties", and individually the "Party", have entered into this Agreement as follows, on the Conditions set forth below and subject to the attached Annex, which is an integral part of the Agreement:

SIGNATURES OF REPRESENTATIVES OF THE PARTIES:

for _____

UMS LLC
CEO

_____/ S.Kh. Aripov

TERMS OF AGREEMENT

DEFINITIONS

Disclosing Party - the Party disclosing the CI;**Recipient** - the Party receiving or having access to the CI of the Disclosing Party.**Representative** – any person or employee of the Recipient (its Associates) authorized by the Recipient to access the CI of the Disclosing Party;**Confidential Information (CI)** - all and/or any of the following:

- information regarding which the applicable legislation establishes restrictions on disclosure and / or use, in particular, but not limited to the following, production secrets, personal data, information constituting a communication secret, information constituting a trade secret;

- any information or part of it, referred by the Party to the CI and marked "Commercial secret" or "Confidential".

In the event that information that is a CI in accordance with this Agreement is used in any way in a form different from that in which this information was disclosed by the Disclosing Party (for example, but not limited to the following, as a result of changing the text, paraphrasing, etc.), such information is considered CI despite all such differences.

to **Confidential Information information** for which at least one of the following is true:

- (-) this information is or becomes publicly known for reasons not related to the violation by the Recipient of the provisions of the Agreement;

- (-) this information is legally in the possession of the Recipient until it is transferred to the Recipient under this Agreement;

- (-) legally received by the Recipient from a third party without restriction and without violating this Agreement;

- (-) cannot be classified as a CI in accordance with applicable law.

Confidential Information also does not include:

- (-) goods and other things (for example, the results of work, technical documentation, etc.) that one of the Parties transfers to the ownership or lease of the other Party under the Agreement (for the avoidance of doubt, such goods and things are not considered to be carriers of production secrets);

- (-) computer programs that one of the Parties receives under the Agreement, unless otherwise follows from the agreement of the Parties.

Agreement - any agreement, the exchange of information under which is subject to this Agreement.**Related person** - any natural or legal person that is directly or indirectly controlled by this person, controls this person or is under common control with this person. For the purposes of this definition, "control" (including all derivatives of "controlling", "controlled", "under common control"), as applied to any legal entity, means having the power (whether direct or indirect) to give instructions or to facilitate the giving of instructions to manage or develop policies of such legal entity, either through control of voting shares/securities, or in accordance with the Agreement, or otherwise. For individuals,

CI in order to achieve the goal of providing CI in connection with the execution of the tasks of the Recipient, or to Associates, provided that by the time such provision of access, the Recipient has entered into an Agreement similar to this Agreement with such Representatives / Associates. At the request of the Disclosing Party, the Recipient is obliged to provide a list of the above Representatives (Related Persons).

2.4. The recipient must allow the production of copies, extracts or other documents compiled using the CI of the Disclosing Party, only to the extent reasonably necessary to achieve the purpose of providing the CI, and must also ensure a reliable record of all copies (extracts, other documents where they are contained).

2.5. At the written request of the Disclosing Party, the Recipient is obliged, if the carriers of the CI are:

- property of the Recipient - to delete this CI from such media to the point of impossibility of recovery;
- the property of the Disclosing Party - to return to the Disclosing Party all such media.

This obligation must be fulfilled within the period specified in the request (provided that it can be performed by reasonable measures within the specified period), and in the absence of such a period in the request, within a period not exceeding 10 days. The beginning of the period of fulfillment of obligations specified in this paragraph is the day of receipt of the relevant request by the Recipient, unless otherwise specified in the request. The Recipient shall immediately inform the Disclosing Party of the fulfillment of its obligations under this paragraph.

2.6. If facts of unauthorized disclosure of CI to third parties are discovered, the Recipient must immediately inform the Disclosing Party about these facts and the measures taken to mitigate the damage.

2.7. Failure by one Party to comply with the terms of this Section 2 is the basis for terminating access to the CI and gives the other Party the right to unilaterally refuse to execute the Agreement between the Parties, under which the Recipient must gain access to the CI. The Recipient is obliged to compensate the Disclosing Party for losses associated with the termination of the contractual relationship through its fault.

2.8. For violation of this Agreement, the Party that committed such a violation shall be liable in the form of payment to the other Party of full compensation for the losses incurred caused by such a violation, and also pay penalty payments in the amount and on the terms, if they are expressly provided for in the Addendum(s) to this Agreement.

3. LIMITATION OF THE RIGHTS OF THE PARTIES

3.1. The Recipient acknowledges that he has no right to demand that the Disclosing Party provide him with any CI, or without the consent of the Disclosing Party to receive the CI of the Disclosing Party from any third party, and that he has no claims against the Disclosing Party in connection with the failure of the Disclosing Party to provide any or CI, including due to termination of this Agreement

<p>Dependent Persons also include persons who are related to each other by family ties or are dependent on each other.</p> <p>Disclosure is any action that results in bringing information to any person.</p> <p>1. SUBJECT OF THE AGREEMENT</p> <p>1.1. The Parties bear mutual obligations to ensure the confidentiality of the CI, which will be exchanged on the terms specified in this Agreement and its Addenda, which are an integral part of this Agreement.</p> <p>2. PRIVACY</p> <p>2.1 The Recipient, who has access to the CI of the Disclosing Party, must use it solely to achieve the purpose of providing the CI: negotiations regarding the Contracts concluded between the parties, assessing the possibility of concluding them, as well as to fulfill their contractual obligations, and not use it for any other purposes.</p> <p>2.2 The Recipient is obliged to keep the CI of the Disclosing Party secret at all times, not to disclose or disclose any CI of the Disclosing Party and, unless higher requirements for the handling of CI arise from the provisions of this Agreement and its Addenda, take measures to ensure its secrecy, no less than those that the Recipient accepts to ensure the confidentiality / preservation of the secret of his own CI. In any case, such measures should exclude the possibility of familiarizing with the CI of persons whose disclosure of the CI is not allowed in accordance with this Agreement.</p> <p>2.3 Subject to the provisions of clause 2.1, the Recipient may provide access to the CI of the Disclosing Party only to its Representatives directly using</p> <p>5.4. Notwithstanding the provisions of this Agreement, in the event that applicable legal acts (in particular, but not limited to the following, legislative acts, by-laws, etc.) establish special requirements for the handling of any information (for example, with personal data etc.), such requirements are subject to execution by the Parties, although they were not set forth in this Agreement.</p> <p>5.5. Neither Party may transfer or otherwise assign, in whole or in part, its rights and obligations under the Agreement without the prior written consent of the other Party.</p> <p>5.6. If any provision of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement shall nonetheless survive.</p> <p>5.7. The Agreement is signed in confirmation of the full consent of the Parties in relation to its subject and replaces all previously reached agreements, agreements and obligations of the Parties on its subject.</p> <p>5.8. All annexes, additions and changes to the Agreement will be its integral part and have legal effect if they are made in writing and signed by authorized representatives of the Parties.</p> <p>5.9. The law applicable to this Agreement is the law of the Republic of Uzbekistan. Disputes and disagreements arising in connection with the relations of the Parties under this Agreement shall be resolved through negotiations. In case of failure to reach an agreement between the Parties through negotiations, the dispute is referred to the Tashkent Interdistrict Economic Court.</p>	<p>4. PRECAUTIONS.</p> <p>4.1. The CI under this Agreement is transferred to the Recipient in the form (i) of a document on paper or in electronic form on magnetic (CD-R, DVD-R, DVD+R) media (ii) or in electronic form via data transmission channels. The transmission of confidential information through the communication channels of the Internet information and telecommunications network should be carried out only using cryptographic means of protecting information and only to the addresses of correspondents specified in the Confidentiality Agreement. Special conditions for the transfer of CI depending on the transmission channel are set out in the Addendums to this Agreement.</p> <p>4.2. The Disclosing Party has the right to require the Recipient to sign the Certificate of acceptance and transfer of the CI in the form in accordance with Appendix No. 1. If the Recipient refuses to sign such an act, the Disclosing Party has the right to refuse to issue the IC.</p> <p>4.3. The Disclosing Party has the right to request from the Recipient information about the measures taken by the Recipient to ensure the confidentiality of the CI of the Disclosing Party under this Agreement and its Addenda. If the Recipient fails to provide such information or reveals the insufficiency of the measures taken by the Recipient to ensure the confidentiality of the CI, the Disclosing Party has the right to refuse to provide the CI or refuse to execute this Agreement.</p> <p>5. MISCELLANEOUS</p> <p>5.1. This Agreement shall enter into force from the date of its signing by authorized representatives of the Parties and, subject to the provisions of paragraph 5.2, and shall be valid for 3 (three) years. In the event that at least 10 (ten) days before the expiration of its validity period, neither Party sends a written refusal to the other Party to extend its validity, the Agreement is considered prolonged each time on the same conditions for a period similar in length to the period, specified in this paragraph, an unlimited number of times.</p> <p>5.2. The Agreement may be terminated by either Party by notifying the other Party no later than 30 (Thirty) days before the date of its termination. However, the provisions of clause 5.3 take precedence over this clause.</p> <p>5.3. Despite the termination of this Agreement, the Parties are obliged to keep the CI and comply with the terms of this Agreement for 3 (three) years after its termination.</p> <p>6. DAMAGES AND COMPENSATION</p> <p>6.1. The Party that has not fulfilled its obligations under this Agreement is obliged to compensate the other Party for losses caused by the disclosure or misuse of Confidential Information, as well as pay a penalty in the amount of 10,000 (ten thousand) US dollars for each fact of non-fulfillment of its obligations. Losses are reimbursed in accordance with the current legislation of the Republic of Uzbekistan.</p> <p>IN WITNESS WHEREOF , the Parties have signed this Agreement.</p>
SIGNATURES AND DETAILS OF THE PARTIES	
	<p>LLC «Universal Mobile Systems»</p> <p>Address : 100000, g . Tashkent , st . Amir Temur, 24. TIN : 3030207732 OKED : 61200 MFO : 00401 20214000300381984001 IN THE OPERATOR OF JSC "Aloqabank"</p> <p>CEO S.Kh. Aripov _____</p>
ELECTRONIC ADDRESSES OF CORRESPONDENTS/CI RECIPIENTS	

Example of form No. 2 - Financial results report

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Criteria for qualification and technical assessment

No.	Name of requirement	Description of the requirement	File name to be attached by Participants	Minimum score	Maximum score	Share of category
1	Qualification selection	<p>The participant must provide information in accordance with Appendix No. 1. "Participant Questionnaire/General Information about the Participant", Appendix No. 2. "Letter of Guarantee", Appendix No. 3. "Statement on the Prevention of Corruption Manifestations"</p> <p>If the document is not provided, the participant will be disqualified.</p> <p>If one of the documents is not provided, the participant will be disqualified.</p>	Annex №1, № 2, № 3 (Required)	0	5	5%
2	Availability of the necessary financial, material resources for the execution of the contract	<p>The participant must provide the financial performance of the company, a statement of financial results (balance sheets) for 2021-2023.</p> <p>*Annex No. 6</p> <p>If the document is not provided, the participant will be disqualified.</p>	Financial results for 2021 - 2023 (Required)	0	5	5%
3	Checking the counterparty according to information from the bank	<p>1. A certificate from the State Tax Inspectorate confirming that the participant has no debt to the budget. (The date of issue of the certificate is no earlier than 30 days before submitting the proposal)</p> <p>2. Information from the Bank, with information about the absence / presence of obligations to the Banks (loans, bank guarantee, letters of credit, guarantees), arrest on the account of the counterparty, or suspension of operations on the account, or seizure of a certain amount of money by decision of the investigating authorities, inquiry, prosecutor's office, the Department of Bailiffs or by determination of the Court of the Republic of Uzbekistan, as well as payment claims for file cabinet 1 (Settlement documents awaiting acceptance for payment) and file cabinet 2 (Settlement documents not paid on time).</p> <p>If one of the documents is not provided, the participant will be disqualified.</p>	<p>1. Certificate from the State Tax Inspectorate</p> <p>2. Appendix № 4. "Information from the bank"</p> <p>(Required)</p>	0	5	5%

4	Accreditation by GSMA according to the SAS system	The supplier must provide a Certificate of Accreditation by GSMA under the SAS system If the document is not provided, the participant will be disqualified.	Certificate (Required)	0	15	15%
5	Providing prompt and direct technical support during the entire period of profile implementation and direct access to the servers where eSIM profiles are stored	The participant must provide a letter of guarantee for the provision of prompt and direct technical support during the entire period of implementation of the profiles and the availability of direct access to the servers where the eSIM profiles are stored If the document is not provided, the participant will be disqualified.	Letter of guarantee (Required)	0	5	5%
6	Retention period (at least 5 years from the moment of formation)	The participant must provide a letter of guarantee indicating the retention period of eSim If the document is not provided, the participant will be disqualified.	Letter of guarantee (Required)	0	5	5%
7	Warranty (at least 12 months)	The Participant must provide a Letter of Guarantee with an eSim guarantee period If the document is not provided, the participant will be disqualified.	Letter of guarantee (Required)	0	5	5%
8	Transfer to client equipment period of storage according to safety requirements, but not more than 10 times for each eSIM profile	The participant must provide a letter of guarantee about possibility of transfer to client equipment If the document is not provided, the participant will be disqualified.	Letter of guarantee (Required)	0	5	5%
9	Compliance with standards	Certificates from GSMA; Documents confirming the compliance of products with GSMA standards; Proof of GSMA accreditation If the document is not provided, the participant will be disqualified.	Certificates And Documents (Required)	0	15	15%
10	Profile status information	Information containing the following information about the profile download status: loaded, error, not downloaded (or download, error, released) If the document is not provided, the participant will be disqualified.	A guarantee letter describing the procedure for real-time monitoring and tracking of profiles, as well as the possibility of granting temporary permission for a test demonstration. (Required)	0	5	5%

11	Conditions for technical support	<p>The participant should be able to provide continuous technical support to the client. Technical support should include:</p> <p>Provide advice on the functioning of the Service and the Issues troubleshooting</p> <p>Keeping the Service description up to date</p> <p>If the document is not provided, the participant will be disqualified.</p>	<p>Letter of Guarantee describing the procedure for the elimination of problems and the minimum and maximum response time required and elimination of problems</p> <p>(Required)</p>	0	5	5%
12	Instances for testing	<p>Unique link for RSP platform as QR code and text data</p> <p>If the document is not provided, the participant will be disqualified.</p>	<p>Submit 5 eSIM profiles.</p> <p>(Required)</p>	0	15	15%
13	Privacy agreement	<p>The participant must sign Annex No. 5</p> <p>If the document is not provided, the participant will be disqualified.</p>	<p>Attach the signed scanned version</p> <p>(Required)</p>	0	10	10%
Total maximum score						100
Minimum passing score						99