
LOAN NUMBER 3141-UZB

PROJECT AGREEMENT
(Takhiatash Power Plant Efficiency Improvement Project)

between

ASIAN DEVELOPMENT BANK

and

STATE JOINT STOCK COMPANY "UZBEKENERGO"

DATED 30 October 2014

UZB 45306

PROJECT AGREEMENT

PROJECT AGREEMENT dated 30 October 2014 between ASIAN DEVELOPMENT BANK ("ADB") and STATE JOINT STOCK COMPANY "UZBEKENERGO" ("UZBEKENERGO").

WHEREAS

(A) by the Loan Agreement of even date herewith between the Republic of Uzbekistan ("Borrower") and ADB, ADB has agreed to make to the Borrower a loan of three hundred million Dollars (\$300,000,000) on the terms and conditions set forth in the Loan Agreement, but only on the condition that the proceeds of the loan be made available to Uzbekenergo and that Uzbekenergo agrees to undertake certain obligations towards ADB set forth herein; and

(B) Uzbekenergo, in consideration of ADB entering into the Loan Agreement with the Borrower, has agreed to undertake the obligations set forth herein;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.01. Wherever used in this Project Agreement, unless the context otherwise requires, the several terms defined in the Loan Agreement and in the Loan Regulations (as so defined) have the respective meanings therein set forth.

ARTICLE II

Particular Covenants

Section 2.01. (a) Uzbekenergo shall carry out the Project with due diligence and efficiency, and in conformity with sound applicable technical, financial, business, and development practices.

(b) In the carrying out of the Project and operation of the Project facilities, Uzbekenergo shall perform all obligations set forth in the Loan Agreement to the extent that they are applicable to Uzbekenergo, and all obligations set forth in the Schedule to this Project Agreement.

Section 2.02. Uzbekenergo shall make available, promptly as needed, the funds, facilities, services, land and other resources as required, in addition to the proceeds of the Loan, for the carrying out of the Project.

Section 2.03. (a) In the carrying out of the Project, Uzbekenergo shall employ competent and qualified consultants and contractors, acceptable to ADB, to an extent and upon terms and conditions satisfactory to ADB.

(b) Except as ADB may otherwise agree, Uzbekenergo shall procure all items of expenditures to be financed out of the proceeds of the Loan in accordance with the provisions of Schedule 4 to the Loan Agreement. ADB may refuse to finance a contract where any such item has not been procured under procedures substantially in accordance with those agreed between the Borrower and ADB or where the terms and conditions of the contract are not satisfactory to ADB.

Section 2.04. Uzbekenergo shall carry out the Project in accordance with plans, design standards, specifications, work schedules and construction methods acceptable to ADB. Uzbekenergo shall furnish, or cause to be furnished, to ADB, promptly after their preparation, such plans, design standards, specifications and work schedules, and any material modifications subsequently made therein, in such detail as ADB shall reasonably request.

Section 2.05. (a) Uzbekenergo shall take out and maintain with responsible insurers, or make other arrangements satisfactory to ADB for, insurance against such risks and in such amounts as shall be consistent with sound practice.

(b) Without limiting the generality of the foregoing, Uzbekenergo undertakes to insure, or cause to be insured, the Goods to be imported for the Project against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, and for such insurance any indemnity shall be payable in a currency freely usable to replace or repair such Goods.

Section 2.06. Uzbekenergo shall maintain, or cause to be maintained, records and accounts adequate to identify the items of expenditure financed out of the proceeds of the Loan, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof) and to reflect, in accordance with consistently maintained sound accounting principles, its operations and financial condition.

Section 2.07. (a) ADB and Uzbekenergo shall cooperate fully to ensure that the purposes of the Loan will be accomplished.

(b) Uzbekenergo shall promptly inform ADB of any condition which interferes with, or threatens to interfere with, the progress of the Project, the performance of its obligations under this Project Agreement or the Subsidiary Loan Agreement, or the accomplishment of the purposes of the Loan.

(c) ADB and Uzbekenergo shall from time to time, at the request of either party, exchange views through their representatives with regard to any matters relating to the Project, Uzbekenergo and the Loan.

Section 2.08. (a) Uzbekenergo shall furnish to ADB all such reports and information as ADB shall reasonably request concerning (i) the Loan and the expenditure of the proceeds thereof; (ii) the items of expenditure financed out of such

proceeds; (iii) the Project; (iv) the administration, operations and financial condition of Uzbekenergo; and (v) any other matters relating to the purposes of the Loan.

(b) Without limiting the generality of the foregoing, Uzbekenergo shall furnish to ADB periodic reports on the execution of the Project and on the operation and management of the Project facilities. Such reports shall be submitted in such form and in such detail and within such a period as ADB shall reasonably request, and shall indicate, among other things, progress made and problems encountered during the period under review, steps taken or proposed to be taken to remedy these problems, and proposed program of activities and expected progress during the following period.

(c) Promptly after physical completion of the Project, but in any event not later than 3 months thereafter or such later date as ADB may agree for this purpose, Uzbekenergo shall prepare and furnish to ADB a report, in such form and in such detail as ADB shall reasonably request, on the execution and initial operation of the Project, including its cost, the performance by Uzbekenergo of its obligations under this Project Agreement and the accomplishment of the purposes of the Loan.

Section 2.09. (a) Uzbekenergo shall (i) maintain separate accounts and records for the Project; (ii) prepare annual financial statements for the Project in accordance with accounting principles acceptable to ADB; (iii) have such financial statements for the Project audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with international standards for auditing or the national equivalent acceptable to ADB; (iv) as part of each such audit, have the auditors prepare a report (which includes the auditors' opinion on the financial statements, use of the Loan proceeds and compliance with the financial covenants of the Loan Agreement) and a management letter (which sets out the deficiencies in the internal control of the Project that were identified in the course of the audit, if any); and (v) furnish to ADB, no later than 6 months after the close of the fiscal year to which they relate, copies of such audited financial statements, audit report and management letter, all in the English language, and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(b) ADB shall disclose the annual audited financial statements for the Project and the opinion of the auditors on the financial statements within 30 days of the date of their receipt by posting them on ADB's website.

(c) In addition to annual audited financial statements referred to in subsection (a) hereinabove, Uzbekenergo shall (i) provide its annual financial statements prepared in accordance with national accrual-based financing reporting standards acceptable to ADB; (ii) have its financial statements audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with international standards for auditing or the national equivalent acceptable to ADB; and (iii) furnish to ADB, no later than 1 month after approval by the relevant authority, copies of such audited financial statements in the English language and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(d) Uzbekenergo shall enable ADB, upon ADB's request, to discuss the financial statements for the Project and Uzbekenergo and its financial affairs where they relate to the Project with the auditors appointed by Uzbekenergo pursuant to subsections

(a)(iii) and (c) hereinabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB. This is provided that such discussions shall be conducted only in the presence of an authorized officer of Uzbekenergo, unless Uzbekenergo shall otherwise agree.

Section 2.10. Uzbekenergo shall enable ADB's representatives to inspect the Project, the Goods and Works and any relevant records and documents.

Section 2.11. (a) Uzbekenergo shall, promptly as required, take all action within its powers to maintain its corporate existence, to carry on its operations, and to acquire, maintain and renew all rights, properties, powers, privileges and franchises which are necessary in the carrying out of the Project or in the conduct of its operations.

(b) Uzbekenergo shall at all times conduct its operations in accordance with sound applicable technical, financial, business, development and operational practices, and under the supervision of competent and experienced management and personnel.

(c) Uzbekenergo shall at all times operate and maintain its plants, equipment and other property, and from time to time, promptly as needed, make all necessary repairs and renewals thereof, all in accordance with sound applicable technical, financial, business, development, operational and maintenance practices.

Section 2.12. Except as ADB may otherwise agree, Uzbekenergo shall not sell, lease or otherwise dispose of any of its assets which shall be required for the efficient carrying on of its operations or the disposal of which may prejudice its ability to perform satisfactorily any of its obligations under this Project Agreement.

Section 2.13. Except as ADB may otherwise agree, Uzbekenergo shall apply the proceeds of the Loan to the financing of expenditures on the Project in accordance with the provisions of the Loan Agreement and this Project Agreement, and shall ensure that all items of expenditures financed out of such proceeds are used exclusively in the carrying out of the Project.

Section 2.14. Except as ADB may otherwise agree, Uzbekenergo shall duly perform all its obligations under the Subsidiary Loan Agreement, and shall not take, or concur in, any action which would have the effect of assigning, amending, abrogating or waiving any rights or obligations of the parties under the Subsidiary Loan Agreement.

Section 2.15. Uzbekenergo shall promptly notify ADB of any proposal to amend, suspend or repeal any provision of its Charter, which, if implemented, could adversely affect the carrying out of the Project or the operation of the Project facilities. Uzbekenergo shall afford ADB an adequate opportunity to comment on such proposal prior to taking any affirmative action thereon.

ARTICLE III**Effective Date; Termination**

Section 3.01. This Project Agreement shall come into force and effect on the date on which the Loan Agreement comes into force and effect. ADB shall promptly notify Uzbekenergo of such date.

Section 3.02. This Project Agreement and all obligations of the parties hereunder shall terminate on the date on which the Loan Agreement shall terminate in accordance with its terms.

Section 3.03. All the provisions of this Project Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under the Loan Agreement.

ARTICLE IV**Miscellaneous**

Section 4.01. Any notice or request required or permitted to be given or made under this Project Agreement and any agreement between the parties contemplated by this Project Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or facsimile to the party to which it is required or permitted to be given or made at its address hereinafter specified, or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are:

For ADB

Asian Development Bank
6 ADB Avenue
Mandaluyong City
1550 Metro Manila
Philippines

Facsimile Numbers:

(632) 636-2444
(632) 636-2571.

For Uzbekenergo

6 Istiqlol St.,
Tashkent, 100000
Republic of Uzbekistan

Facsimile Number:

+99871-236-2262.

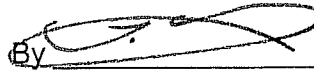
Section 4.02. (a) Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Project Agreement or under Section 6.01 of the Loan Agreement by or on behalf of Uzbekenergo may be taken or executed by its Chairman of the Board or by such other person or persons as he or she shall so designate in writing notified to ADB.

(b) Uzbekenergo shall furnish to ADB sufficient evidence of the authority of each person who will act under subsection (a) hereinabove, together with the authenticated specimen signature of each such person.

Section 4.03. No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under this Project Agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default; nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

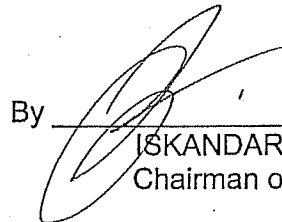
IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Project Agreement to be signed in their respective names as of the day and year first above written, and to be delivered at the principal office of ADB.

ASIAN DEVELOPMENT BANK

By 

TAKEO KONISHI
Country Director
Uzbekistan Resident Mission

STATE JOINT STOCK COMPANY
"UZBEKENERGO"

By 

ISKANDAR BASIDOV
Chairman of the Board

SCHEDULE

Execution of Project; Financial Matters

Implementation Arrangements

1. Uzbekenergo shall ensure that the Project is implemented in accordance with the detailed arrangements set forth in the PAM. Any subsequent change to the PAM shall become effective only after approval of such change by the Borrower and ADB. In the event of any discrepancy between the PAM and the Loan Agreement, the provisions of the Loan Agreement shall prevail.
2. Uzbekenergo shall ensure that all counterpart funding as required for purposes of timely and successful Project implementation is promptly provided.
3. Uzbekenergo shall adequately staff and equip the PMU in accordance with the PAM and ensure that it is fully functioning until Project completion. Uzbekenergo shall staff the PMU with three experienced procurement specialists not later than the bid evaluation stage in respect of the turnkey contract in accordance with the particular requirements of the PAM.
4. Uzbekenergo shall ensure that the capacity development activities of the Project, particularly those for the improvement of tariff methodologies and tariff structures, establishment of key performance indicators for corporate management, and risk profile assessment, are fully implemented in a timely manner in accordance with the detailed arrangements set forth in the PAM.

Operational Covenants

5. Uzbekenergo shall ensure that (a) the Project facilities are installed in accordance with design specifications and construction norms; and (b) construction supervision, quality control and contract management are performed in accordance with best international industry practices. Uzbekenergo shall install, equip, operate, maintain and manage the Project facilities in compliance with applicable standards and best international practices.
6. Uzbekenergo shall ensure that ADB's written consent is obtained at least 6 months prior to the implementation of any of the following: (a) any change in ownership of any asset, facility or structure financed under the Project; (b) any sale, transfer, or assignment of interest or control in any asset, facility or structure financed under the Project; or (c) any lease or other contract or modification of the functions and authority of Uzbekenergo over operation and maintenance of any such asset, facility or structure financed under the Project. Uzbekenergo shall ensure that any such changes will be carried out in a legal and transparent manner.
7. Uzbekenergo shall secure and receive uninterrupted gas supply to the Project facilities throughout its lifetime.
8. Uzbekenergo shall ensure (a) that power system technical losses are reduced in accordance with internationally acceptable standards; (b) secure and uninterrupted operations, dispatch coordination and technical maintenance of its high-voltage power

transmission network and (c) that access to the power system is provided to parties based on commercial arrangements.

9. Uzbekenergo shall ensure that, unless ADB shall otherwise agree, (a) units 1-2 of the Existing Plants and the first CCGT financed by the Project that becomes operational are not operated at the same time; and (b) unit 3 of the Existing Plants and the second CCGT financed by the Project that becomes operational are not operated at the same time.

10. Uzbekenergo shall (a) before bidding announcement for the turnkey contract, submit a plan satisfactory to ADB for the decommissioning of the Existing Plants and demolition of Blocks 1, 2, 3 and 4, and incorporate such decommissioning and demolition plan in the bidding document for the turnkey contract; (b) the decommissioning of units 1 and 2 of the Existing Plants shall have commenced no later than the operational acceptance of the first CCGT financed by the Project except as ADB may otherwise agree; and (c) the decommissioning of unit 3 of the Existing Plants shall have commenced no later than the operational acceptance of the second CCGT financed by the Project except as ADB may otherwise agree.

Financial Management

11. Uzbekenergo shall (a) ensure adequate staffing responsible for financial management, including the recruitment of at least 5 accountants designated for the adoption of IFRS for its accounting and at least 3 accountants in the newly established internal audit unit; (b) provide sufficient training to such staff responsible for financial management; and (c) prepare written procedures and training materials by 31 December 2015 to facilitate knowledge sharing and retention in relation to the adoption of IFRS.

12. Uzbekenergo shall establish and adopt a computerized accounting system for the Project by 30 June 2015 and maintain such system during Project implementation.

13. Uzbekenergo shall (a) by 31 March 2015 or such later time as ADB may agree, commence an information technology systems diagnosis and strategy development study to identify system weaknesses and to design mitigation plan; and (b) by 30 June 2018 or such later time as ADB may agree, implement such mitigation plan including the upgrading of the accounting system and introduction of an integrated management information system.

Financial Covenants

14. Uzbekenergo shall ensure that during the term of this Loan Agreement, the free cash flows of Uzbekenergo for the current Financial Year shall be at least 1.2 times the debt service requirements for the same period on all debt based on Uzbekenergo's entity financial statements which shall, commencing in Financial Year of 2015, be prepared on a fully consolidated basis in accordance with IFRS except as ADB may otherwise agree. For the purposes of this paragraph:

- (a) the term "debt" means any indebtedness of Uzbekenergo maturing by its term more than 1 year from the date on which it was originally incurred;

- (b) the term “debt service requirements” means the aggregate amount of all repayments (including sinking fund payments, lease payments under finance leases, if any) whether or not actually paid, and interest and other charges on debt, provided that interest charges which are incurred in financing capital expenditure during development are excluded if they are capitalized; and
- (c) the term “free cash flows” means the difference between (i) the sum of revenues from all sources related to operations, after making adequate provision for uncollectible debt and net non-operating income; and (ii) the sum of all expenses related to operations including administration, maintenance, current taxes and payments in lieu of taxes (but excluding provision for depreciation, other non-cash expenses, and deferred taxes), movements in working capital other than cash.

15. Uzbekenergo shall generate, for each Financial Year during the term of this Loan Agreement, cash from internal sources equivalent to not less than 20% of the average of Uzbekenergo’s capital expenditures incurred, or expected to be incurred, for the current Financial Year, the previous Financial Year and the next Financial Year based on Uzbekenergo’s entity financial statements which shall, commencing in Financial Year of 2015, be prepared on a fully consolidated basis in accordance with IFRS except as ADB may otherwise agree. For the purposes of this paragraph:

- (a) the term “capital expenditures” means all expenses incurred on fixed assets, including interest charged to construction, related to operations;
- (b) the term “cash from internal sources” means the difference between (i) the sum of cash flows from all sources related to operations, plus cash generated from consumer deposits and consumer advances of any kind, sale of assets, cash yield of interest on investments, extraordinary gains, net non-operating income, decrease in working capital other than cash, and other cash inflows; and (ii) the sum of all expenses related to operations, including administration, adequate maintenance, and current taxes and payments in lieu of taxes (excluding provision for depreciation, other non-cash operating expenses and taxes), debt service requirements, extraordinary losses, increasing in working capital other than cash, and other cash outflows other than capital expenditures; and
- (c) the term “current assets excluding cash” means all assets, other than cash, which could, in the ordinary course of business, be converted to cash within the next 12 months, including accounts receivable, marketable securities, inventories and prepaid expenses properly chargeable to operating expenses with the next Financial Year.

Health and Labor Standards

16. Uzbekenergo shall ensure that contractors engaged under the Project (a) comply with all applicable labor laws; (b) use their best efforts to employ women and local people, including disadvantaged people, living in the vicinity of the Project; (c) provide equal

pay to men and women for work of equal type; (d) provide and adequately equip first-aid, health and sanitation, and personal hygiene facilities for male and female workers at the Project site; (e) maximize female training and employment; (f) conduct an information and education campaign on sexually transmitted diseases including HIV/AIDS for construction works as part of the health and safety program at the Project site and adjacent communities during Works implementation; (g) abstain from child labor and any other forms of forced labor; and (h) do not restrict freedom of association of its employees. Relevant contracts financed under the Project must include specific clauses on these undertakings.

Gender Development

17. Uzbekenergo shall ensure that (a) the GAP is fully implemented in accordance with its terms; (b) the bidding documents and contracts include relevant provisions for contractors to comply with the measures set forth in the GAP; (c) adequate resources are allocated for the implementation of the GAP; (d) progress on the implementation of the GAP, including progress toward achieving key gender outcome and output targets, are regularly monitored and reported to ADB in the Project progress reports and Project completion report; and (e) key gender outcome and output targets include, but are not limited to:

- (i) ensuring that the construction of the community service center with dry-cleaning, laundry, carpet cleaning, health check and gym facilities adjacent to the Takhiatash thermal power plant will be completed by 2018;
- (ii) ensuring that the key performance indicators developed and introduced by Uzbekenergo by 2016 pursuant to paragraph 2(b) of Schedule 1 includes gender equality targets; and
- (iii) providing training on gender and development awareness to at least eight advisors from makhallas in the Project area.

Safeguards

18. Uzbekenergo shall ensure that the preparation, design, construction, implementation, operation and decommissioning of the Project and all Project facilities comply with (a) all applicable laws and regulations of the Borrower relating to environment, health and safety; (b) the environmental safeguards requirements set out in Appendix 1 to the SPS; and (c) all measures and requirements set forth in the EIA and EMP, which was prepared in accordance with the SPS, which Uzbekenergo shall update upon completion of the detailed design for ADB's clearance, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.

19. Uzbekenergo shall ensure that a corrective action plan satisfactory to ADB is implemented in relation to the existing facilities at Takhiatash thermal power plant in relation to its compliance with the SPS.

20. Uzbekenergo shall ensure that neither asbestos nor transformers that need polychlorinate biphenyls will be used in the construction of the CCGTs.

21. Uzbekenergo shall ensure that an effective complaint redress mechanism is functional by the contract award of the turnkey contract to handle concerns or complaints in relation to the Project, in accordance with the EMP.

22. Uzbekenergo shall ensure that all land and all rights-of-way required for the Project are made available to the turnkey contractor in accordance with the schedule agreed under the related turnkey contract and all land acquisition and resettlement activities are implemented in compliance with (a) all applicable laws and regulations of the Borrower relating to land acquisition and involuntary resettlement; (b) the involuntary resettlement safeguards requirements set out in Appendix 2 to the SPS; and (c) all measures and requirements set forth in the RP, which was prepared in accordance with the SPS and which Uzbekenergo shall update upon completion of the detailed design for ADB's clearance, and any corrective or preventative actions set forth in the Safeguards Monitoring Report.

23. Uzbekenergo shall ensure that no physical or economic displacement takes place in connection with the Project until:

- (a) compensation and other entitlements have been provided to affected people in accordance with the RP; and
- (b) a comprehensive income and livelihood restoration program has been established in accordance with the RP.

24. Uzbekenergo shall ensure that (a) the Project does not have any indigenous peoples impacts, within the meaning of the SPS; (b) in the event that the Project does have such an impact, the design and implementation of the Project and operation of the Project facilities are in accordance with the SPS and the applicable laws and regulations of the Borrower; and (c) during Project implementation, adequate mitigation measures are implemented.

25. Uzbekenergo shall make available necessary budgetary and human resources, including at least one social and environmental expert in Uzbekenergo, to fully implement the EMP and the RP.

26. Uzbekenergo shall ensure that all bidding documents and the turnkey contract contain provisions that require contractors to:

- (a) comply with the measures relevant to the contractor set forth in the EIA, the EMP and the RP (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set forth in a Safeguards Monitoring Report;
- (b) make available a budget for all such environmental and social measures;
- (c) provide Uzbekenergo with a written notice of any unanticipated environmental, resettlement or indigenous peoples risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the EIA, the EMP and the RP;

- (d) adequately record the condition of roads, agricultural land and other infrastructure prior to starting to transport materials and construction; and
- (e) reinstate pathways, other local infrastructure, and agricultural land to at least their pre-Project condition upon the completion of construction.

27. Uzbekenergo shall do the following:

- (a) submit semi-annual Safeguards Monitoring Reports to ADB and disclose relevant information from such reports to affected persons promptly upon submission;
- (b) if any unanticipated environmental and/or social risks and impacts arise during construction, implementation or operation of the Project that were not considered in the EIA, the EMP and the RP promptly inform ADB of the occurrence of such risks or impacts, with detailed description of the event and proposed corrective action plan;
- (c) no later than the date of award of the turnkey contract, engage qualified and experienced external experts or qualified non-governmental organizations under a selection process and terms of reference acceptable to ADB, to verify information produced through the Project monitoring process, and facilitate the carrying out of any verification activities by such external experts; and
- (d) report any actual or potential breach of compliance with the measures and requirements set forth in the EMP or the RP promptly after becoming aware of the breach.

28. Uzbekenergo shall ensure that adequate staffing will be planned and allocated for the operation and maintenance of the Project facilities, and that relevant staff members will attend training provided under the Project in relation to such operation and maintenance.

Governance and Anticorruption

29. Uzbekenergo shall (a) comply with ADB's Anticorruption Policy (1998, as amended to date) and acknowledge that ADB reserves the right to investigate directly, or through its agents, any alleged corrupt, fraudulent, collusive or coercive practice relating to the Project; and (b) cooperate with any such investigation and extend all necessary assistance for satisfactory completion of such investigation.

30. Uzbekenergo shall ensure that the anticorruption provisions acceptable to ADB are included in all bidding documents and contracts, including provisions specifying the right of ADB to audit and examine the records and accounts of the executing and implementing agencies and all contractors, suppliers, consultants, and other service providers as they relate to the Project.

31. Uzbekenergo shall provide updated information on the Project on its website, including information on the performance of the Project, business opportunities, bidding process and guidelines, outcome of biddings and summary progress reports of the Project.