

Deposit Guarantee Fund

APPROVED

**by the Tender Committee Meeting
Minutes**

No. 193/20 of April 27, 2020

Chair of Tender Committee

S. V. Rekrut_____

TENDER DOCUMENTS

for the procurement of services of asset search and arrest (“freeze”), as well as services of representing interests of the Deposit Guarantee Fund and/or PJSC «IMEXBANK» in judicial (criminal, civil, commercial) proceedings in respect of the recovery of damage (losses) caused to PJSC «IMEXBANK» and/or its creditors by its related parties (owners, managers, and/or other parties referred to in part 1, Article 52 of the Law of Ukraine ‘On Banks and Banking’), in foreign jurisdictions (and in the jurisdiction of Ukraine as necessary)

Kyiv 2020

1. Customer (procuring entity):

1.1. Name: **Deposit Guarantee Fund**

1.2. EDRPOU Code: **21708016**

1.3. Location: **17 Sichovykh Striltsiv Street, Kyiv, 04053**

1.4. Officers authorized to contact with bidders:

- Kostiukov Dmitro Igorovich, deputy head of the Damage Recovery Division, (email: Kostyukov@fg.gov.ua, phone +380 98 238-25-10) in respect of technical matters;

- Bodnaruk Peter Mykolayovych, leading legal counsel of the procurement and contracting coordination unit of the Finance Department (email: Bodnaruk@fg.gov.ua, phone +380 44 3333-566) in respect of organizational matters.

2. Information about the Procurement Item

2.1. The procurement item: **the procurement of services of asset search and arrest (“freeze”), as well as services of representing interests the Deposit Guarantee Fund and/or PJSC «IMEXBANK» in judicial (criminal, civil, commercial) proceedings in respect of the recovery of damage (losses) caused to PJSC «IMEXBANK» and/or its creditors by its related parties (owners, managers, and/or other parties referred to in part 1, Article 52 of the Law of Ukraine ‘On Banks and Banking’), in foreign jurisdictions (and in the jurisdiction of Ukraine as necessary)** (hereinafter referred to as the ‘Services’ or ‘Bidding’ as appropriate).

2.2. Description of the procurement item, including the necessary technical, qualitative, and other features are **specified in Annex 1.«Terms of Reference»(TR)of the tender documentation.**

2.3. The procurement item does not fall within the scope of the Law of Ukraine ‘On Public Procurement’ under Article 3(5)(17).

3. The “Result of Services” is:

3.1. According to items 1-3 of the TR, the result of services is:

- **The Report** which should include: a list of transactions that will be the basis for future requirements; a list of persons who will meet such requirements; a list of assets held by potential defendants and their estimated market value; the estimated costs necessary to provide the compensation for damage; indicative time limits for achieving the Result of Services; indicative measures for damages, indicating the probability of success; suggestions for further strategies for providing legal services.

During the term of rendering of the Services specified in the items 1-3 of the TR, the Contractor shall provide the Customer with interim reports on the progress of rendering of the services no later than the 25th day of each month from the date of signing the contract.

- **The Strategy** for the provision of Services, which is approved after the Fund's adoption of the Report and must include: stages of legal services; indicative deadlines for completion of each of the legal services stages; the estimated costs necessary for each stage of the provision of legal services; indicative measures for damages, indicating the probability of success; options for alternative measures in case of failure at each stage, possibility and conditions of involvement of third parties for further financing of the Services within the framework of implementation of the Strategy of rendering of Services.

3.2. According to items 1-3 of the TR, the result of services is:

- Reports on the implementation of the stages of the Strategy of rendering of the Services, approved by the Fund, and documents (in particular, issued by the authorities of foreign jurisdiction), confirming the provision of services defined in items 4-8 of the TR.

3.3. The **Result of performing the TR** as a whole is:

Receipt of the recovered funds to the account of the Bank and / or the Fund, including those obtained as a result of the recovery of property and assets, in the framework of compensation for damage (losses) caused by PJSC «IMEXBANK» and / or its creditors related to the Bank by persons (owners, managers and / or other persons designated by part one of Article 52 of the Law of Ukraine "On Banks and Banking"), in foreign jurisdictions (if necessary - in the jurisdiction of Ukraine).

4. The cost of the Services and the procedure for payment for the Services rendered (the participant may choose one of the following options):

<p>Option 1</p> <p>Cost of the Services: A success fee of _____% of the amount that will be actually collected by the Contractor to the benefit of the Bank and/or the DGF from related parties of the insolvent bank as recovery of losses.</p> <p>The procedure for payment: Services are paid for as a result of the completion of the TR as a whole in the following order: amount that will be actually collected by the Contractor to the benefit of the Bank and/or the DGF from related parties of the insolvent bank as recovery of losses shall be distributed in the following sequence and proportion: - 50% of the amount collected will be credited to the Fund and / or the Bank as compensation for the damage (losses) caused by PJSC «IMEXBANK» and / or its creditors related to the Bank by persons (owners, managers and / or other persons designated by part one of</p>	<p>Option 2</p> <p>Cost of the Services: Cost of the Services consist of: - the cost of the Services provided under items 1-3 of the TR; - the cost of the Services provided under items 4-8 of the TR in accordance with the stages of the Strategy approved by the Customer; - a success fee of _____% of the amount that will be actually collected by the Contractor to the benefit of the Bank and/or its creditors, in particular the Fund, which exceeds the cost of the Services provided by the Contractor under items 1-8 of the TR.</p> <p>The procedure for payment: Services are paid as follows: - an advance fee (fixed amount) of UAH _____ (however, not exceeding an amount of UAH 2 500 000,00)for Services provided under items 1-3 of the TR; - payment of the Contractor's expenses for rendering the Services according to items 4-8 of the TR in accordance with the stages of the Strategy approved by the Customer - in the amount of _____ UAH / h. the cost of the work of lawyers involved in litigation (including the cost of the work of lawyers involved by the Contractor); - the Contractor shall receive an amount of success fee (in percentage)from an amount of funds actually received as compensation</p>
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<p>Article 52 of the Law of Ukraine "On Banks and Banking") - from the remaining 50% of the amount collected - the remuneration (in percentage) and / or the person (s) financing the Services (within the amount of financing of the Services approved by the Customer) shall be deducted and paid. - the balance of funds in excess of the financing of the Services shall be credited to the Fund and / or the Bank as compensation for the damage (losses) caused by PJSC «IMEXBANK» and / or its creditors related to the Bank by persons (owners, managers and / or other persons designated by the first part of Article 52 of the Law of Ukraine "On Banks and Banking").</p>	<p>for the damage (losses) caused to the Bank and / or its creditors, including the Fund in excess of 100% of the amount paid by the Customer to the Contractor for the fulfillment of items 1-8 of the TR in accordance with the stages of the service Strategy on the date of each receipt of the recovered funds.</p>
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The aggregate fee of the Contractor's success fee (in percentage) provided for in Option 2 of the Tender Documents depends on the period during which the Result of the services will be achieved, the size of the actual recovery of the property shortage of PJSC «IMEXBANK» and the amount of proceeds:

<u>Up to 3 years</u>		<u>From 3 to 5 years</u>		<u>From 3 to 7 years</u>		<u>From 7 years</u>		cash flow condition in%
remuneration, UAH	remuneration, UAH	remuneration, UAH	remuneration, UAH	remuneration, UAH	remuneration, UAH	remuneration, UAH	remuneration, UAH	
0,8	≤ 57 498 349,62	0,68	≤ 48 873 597,17	0,56	≤ 40 248 844,73	0,4	≤ 28 749 174,81	≤ 20% of the property shortage
1,6	≤ 114 996 699,22	1,36	≤ 97 747 194,34	1,12	≤ 80 497 689,46	0,8	≤ 57 498 349,62	≤ 40% of the property shortage
2,4	≤ 172 495 048,84	2,04	≤ 146 620 791,51	1,68	≤ 120 746 534,18	1,2	≤ 86 247 524,42	≤ 60% of the property shortage
3,2	≤ 229 993 398,45	2,72	≤ 195 494 388,68	2,24	≤ 160 995 378,91	1,6	≤ 114 996 699,22	≤ 80% of the property shortage
4,0	≤ 287 491 748,06	3,4	≤ 244 367 985,85	2,8	≤ 201 244 223,64	2,0	≤ 143 745 874,03	≤ 100% of the property shortage

5. Other requirements:

5.1. In case the Contractor fails to provide the results of rendering of the Services defined in item 3.1. of the bidding documents within 2 months from the conclusion of the Contract, the Contractor shall return to the Fund and / or the Bank the amount of the paid advance within 10 (ten) working days from the moment of submission of the relevant request by the Fund (the requirement applies in case of the Contractor choosing the type of payment provided Option 2 for in clause 4 tender documentation).

5.2. The Services shall be provided, and communication with the Parties shall be in writing or orally in Ukrainian and English, with provision of the Ukrainian translations of documents. At the request of the Contractor, the Client may agree that there is no need for translation.

5.3. The Contractor remains fully responsible for the proper instruction of all third party contractors used and for the provision of Services by third parties and for verifying the presence / absence of a conflict of interest with the Fund and the Bank.

5.4. The governing law of the contract shall be the substantive law of Ukraine. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved in the International Commercial Arbitration Court under the auspices of the Ukrainian Chamber of Commerce and Industry. The disputes shall be settled in accordance with the rules of the aforementioned Court. The number of arbitrators shall be one. The seat, or place of arbitration shall be Kyiv, Ukraine. The language of the arbitration shall be Ukrainian.

5.5. Payments with the Contractor (resident of Ukraine) are made in UAH. Payments with the Contractor (non-resident) are made in Euro. The conversion of the cost of services in Euro shall be made at the official rate of the National Bank of Ukraine at the date of purchase by the Customer of foreign currency for payment. In case of fluctuation of the Euro / UAH, fixed at the date of determining the Contractor winner of the Contest, more than 20% lasting more than 10 banking days, the cost of the Services may be revised.

6. Terms of Services: until the receipt of the Result of Services.

7. Bid Submission.

7.1. Place for submissions: **17 Sichovykh Striltsiv Street, Kyiv, 04053.**

7.2. Method of submission: **in-person to the DGF Clerical Office or by mail.**

7.3. Deadline for submissions: **by 10:00 AM on May 28, 2020.**

8. Bid Opening.

8.1. Venue: **17 Sichovykh Striltsiv Street, Kyiv, 04053.**

8.2. Date and time: **2:30 PM on May 28, 2020.**

9. Additional Information:

9.1. A bid shall be submitted by a bidder in writing in Ukrainian (for non-resident bidders - in Ukrainian and English. The Ukrainian text shall prevail in the case of differences between texts in English and Ukrainian) on the bidder's letterhead with a signature of the authorized officer and shall be placed in a sealed envelope (hereinafter referred to as «Envelope 1 Qualifications and other documents», «Envelope 2 Service Delivery Strategy Plan», «Envelope 3 Price Bid»), each of these envelopes shall include electronic media (CD-ROM, USB-drive or other media) that contain scanned copies of such documents (except Envelope 3 Price Bid).

The following data must be provided on the envelopes:

- the contents of the envelope (referred to as «Qualifications and other documents» or «Service Delivery Strategy Plan» or «Price Bid»);

- full name and location of the Customer;

- procurement item;

- complete identification of the bidder, its address, identification code, contact phone numbers, and e-mail address;

- text for Envelope 1 «Do not open before _____» (specifying the date and time to open the bids); for Envelope 2 «Open in case of admission to stage II»; for Envelope 3 «Open in case of admission to stage III».

9.2. A bid must contain:

In the Envelope 1:

- documents that demonstrate the conformity with qualification and other requirements as specified in Annex 3;

- a statement of the absence of the conflict of interest and a declaration of integrity in the format of Annex 4;

- a confidentiality agreement among the bidder, the Bank, and the DGF in the format of Annex 5 (for non-resident participants);

- an electronic medium (CD-ROM, USB-drive or other media) that contains scanned copies of the documents provided in Envelope 1.

In the Envelope 2:

- a Service Delivery Strategy Plan in the format of Annex 6.

- an electronic medium (CD-ROM, USB-drive or other media) that contains scanned copies of the documents provided in Envelope 2.

In the Envelope 3:

- a quotation in the format of Annex 2.

9.3. A bid must meet all the requirements specified in the bidding documents. A bid that does not meet the requirements set out in the bidding documents, in particular in cases of: non-compliance with qualifications and other requirements; the presence of a conflict of interest; failure to confirm the participant's integrity; failure to submit the documents stipulated in the tender documentation, including in Ukrainian - may be rejected and not allowed for evaluation, as notified by the respective participant.

9.4. The DGF will select the successful bidder in the following way:

- at Stage I, the bids will be evaluated for the conformity with qualification criteria and requirements listed in Annex 3 to the Tender Documents (under the methodology in Annex 7 to the Tender Documents), and for the conformity with other requirements in Annex 3.

The DGF Tender Committee shall make a decision to reject a bid (in particular, in the case of assessment of compliance with the qualification requirements below 70%, in the manner provided in Annex 7 to the Tender Documents) or accept it for the next stage based on the evaluation of the bidder's conformity with other requirements and the evaluation of the conformity with qualification criteria set in the methodology in Annex 7 to the Tender Documents; the evaluation shall be carried out by the DGF Bid Evaluation Working Group.

At the Stage II the Envelope 2 of the participants whose proposals are accepted as a result of the evaluation at the Stage 1 of the Contest is opened.

- at Stage II, the Service Delivery Strategy Plans submitted by bidders for the provision of Services of representing the DGF and/or PJSC «IMEXBANK» in judicial (criminal, civil, commercial) proceedings in respect of the recovery of damage (losses) caused to PJSC «IMEXBANK» and/or its creditors by its related parties (owners, managers, and/or other parties referred to in part 1, Article 52 of the Law of Ukraine 'On Banks and Banking', in foreign jurisdictions (and in the jurisdiction of Ukraine as necessary) (Envelope 2) will be evaluated for their consistency with the Customer's objective of obtaining the Services.

At this stage, the bidder shall present its Service Delivery Strategy Plan to the DGF Working Group tasked with the bids evaluation for:

- the efficiency of suggested measures supported with examples of applying specific provisions of substantive law and procedural law, including judicial practice;
- approaches and methods of the Service Delivery Strategy Plan;
- the comprehension of the Terms of Reference;
- the consistency of the professional level of employees with the measures listed in the Service Delivery Strategy Plan.

The DGF Tender Committee shall make a decision to reject a bid (in particular, in the case of evaluation of the bid of the participant below 70%, under the methodology in Annex 8 to the Tender Documents) or accept it for the next stage as a result of evaluating Service Delivery Strategy Plans of bidders under the methodology in Annex 8 to the Tender Documents; the evaluation shall be carried out by the DGF Bid Evaluation Working Group.

During the first and second Stages of the Contest, the DGF checks the presence / absence of facts of conflict of interests in participants (including employees of participants, legal entities or individuals involved in providing the Services) and / or establishing the fact (s) of the participants' dishonesty (including employees of participants, legal entities or individuals involved in the provision of the Services).

- at Stage III, the bidding of participants (Envelope 3) is opened, the competitive bids of which are admitted as a result of evaluation at the first and second stages of the Contest and are fixed by the Fund in the relevant protocol of opening of the bidding.

At this Stage the DGF, holding the tender, is entitled to apply the 'price reduction' procedure. The 'price reduction' procedure will take place after the bids are open and checked for their compliance with the qualification and other criteria specified in the Tender Documents. Bidders, whose bids are compliant, will be invited to take part in the price reduction procedure (by means of the e-mail message).

During the procedure, the attendees representing bidders will be invited to voluntarily reduce the bid price by announcing the next reduced bid price until each bidder states that the bid price is final.

In the case a bidder or its authorized representative is absent during this procedure, the bid price stated in the bid or the bid price indicated by the bidder in its e-mail and marked as final before the price reduction procedure will be deemed to be final.

The final price will be entered in the price reduction record subject to signing by all the attending bidders.

The bidders, who have reduced their bid price compared to the initial price, must send a scanned copy of the adjusted quotation to the e-mail address of the officer in charge of the tender by 6:00 PM of the business day following the day of the price reduction procedure. The adjusted bid shall be subject to the requirement that item prices stated in such bid must not be higher than the corresponding item prices stated in the initial bid.

9.5. The DGF has the right to reject a bid of a participant at any stage of the Contest in the case of a presence conflict of interest in such a participant (including the employee of the participant, legal entities or individuals involved in the provision of the Services) and / or establishment of fact (s) participant's dishonesty (including employee of the participant, legal entities or individuals involved in the provision of the Services).

9.6. The DGF determines the winner of the Contest by a single criterion- the lowest price determined by the DGF based on the evaluation of the proposals of participants at the first, second and third stages of the Contest.

Preference will be given to the bidders who selected the Option 1 of the calculation of the Services provided under item 4 of the Tender Documents, in this case, bids submitted by bidders, who opted for the Service Fee calculation under Option 2, will be disregarded.

In case all participants have chosen Option 2 of the calculation of the Services provided under item 4 Tender Documents - the winner is selected according to the method set out in Annex 9 to the Tender Documents.

If a non-resident participant is selected as the winner of the Contest, for the purpose of applying Clause 5.5 of this Tender Documents, the cost of services specified in the winner's bid shall be fixed in Euro at the official rate of the National Bank of Ukraine at the date of designation of the winner of the Contest.

9.7. The DGF will notify the bidders and the successful bidder of the tender results. Notices of bid rejection, successful bidder selection, and tender results will be sent by the Customer to e-mail addresses of the relevant bidders.

9.8. The DGF may request that bidders clarify the contents of their submissions in order to simplify their review.

9.9. The DGF may cancel (in full or in part) the tender at any stage of the tender for any reason. Notice of tender cancellation (partial cancellation) will be sent by the Customer to the e-mail addresses of the concerned bidders.

S. V. REKRUT, Chair of the Tender Committee

TERMS OF REFERENCE

The procurement item is the services of performing a set of actions aimed at the recovery of damage (losses) caused to PJSC «IMEXBANK» and/or its creditors, and DGF in particular, by its related parties (owners, managers, and/or other parties referred to in part 1, Article 52 of the Law of Ukraine ‘On Banks and Banking’), in foreign jurisdictions (and in the jurisdiction of Ukraine as necessary), including, but not limited to:

1) arrangement for the comprehensive research, the obtainment of expert opinions / reports / assessments and/or other materials required to detect and document the facts of causing damage, the performance of other acts related to generating the body of proof and developing the strategy of the Contractor’s Services to recover losses from related parties of PJSC «IMEXBANK»;

2) development and submitting substantiated proposals for specific foreign jurisdictions to initiate litigation related to persons related to PJSC «IMEXBANK»;

3) performance of measures aimed at search the funds (assets) of PJSC «IMEXBANK» transferred away from the territory of Ukraine as a result of unlawful acts perpetrated by related parties of the Bank;

4) performance of measures to arrest (“freeze”) and subsequently repatriate the withdrawn funds (assets) of PJSC «IMEXBANK» outside Ukraine as a result of unlawful acts perpetrated by related parties of the Bank;

5) support to litigation and represent interests of the DGF and/or the Bank in foreign jurisdictions in respect of the recovery of damage (losses) from related parties of PJSC «IMEXBANK»;

6) support to criminal investigations into the facts of the damage (losses) caused to PJSC «IMEXBANK» by related parties in foreign jurisdictions (and in the Ukrainian jurisdiction as necessary);

7) assurance of the enforcement of decisions made by foreign jurisdiction authorities on the recovery of the damage (losses) caused to the Bank and/or its creditors and DGF in particular by related parties of the PJSC «IMEXBANK»;

8) performance of other extra-judicial and judicial actions aimed at recovering damage (losses) caused to the bank and/or its creditors and DGF in particular by related parties of the PJSC «IMEXBANK».

The Contractor must represent the DGF and/or the Bank in accordance with provisions of the international law and the current legislation of Ukraine, including:

- Law of Ukraine ‘On the Household Deposit Guarantee System’;
- Law of Ukraine ‘On Banks and Banking’;
- Law of Ukraine ‘On Personal Data Protection’;
- Law of Ukraine ‘On Information’;
- other regulatory instruments applied in the case of the settlement of the relevant legal relations;
- international instruments (depending on the applicable jurisdiction).

Pursuant to the Resolution of the Board of the National Bank of Ukraine No. 330 of May 21, 2015, ‘On Revoking the Banking License and Liquidating

PJSC «IMEXBANK», the Executive Directorate of the Deposit Guarantee Fund took its Decision No. 105 of May 27, 2015, 'On Commencing the Liquidation of PJSC «IMEXBANK» and Delegating the Bank Liquidator Authority'. Currently, the PJSC «IMEXBANK» liquidation procedure is ongoing, having been extended till May 26, 2020.

The liquidation pool of PJSC «IMEXBANK» was approved by Decision of the DGF Executive Directorate No. 280/15 of December 03, 2015, with the appraisal value (except for the assets in pledge that are used solely to meet claims of the pledge holder out of priority) of UAH 2,081,753,349.67.

By its decision the DGF Executive Directorate approved the register of accepted creditor claims worth UAH 9,269,047,051.15 (as amended by Decision No. 2733 of October 08, 2018).

The shortage of the property of PJSC «IMEXBANK» amounts to UAH 7,187,293,701.48.

An individual, Mr. Klimov Leonid Mikhailovich is the largest owner of significant participation in the Bank and directly owns 36.7917% of the Bank's shares (indirect participation of more than 76%) in accordance with the Information about the Final Key Participants in the Ownership Structure of PJSC «IMEXBANK» as of January 1, 2015, posted on the official website of the National Bank of Ukraine at https://bank.gov.ua/files/Shareholders/328384/328384_20150101.pdf.

In particular, the following were significant factors influencing the Bank's failure:

1. 02.01.2013 Contract No. PSW-2013 was signed between the Bank (Customer) and YUNERO SPIN LTD (Provider, created and registered under the laws of England and Wales on October 03, 2012).

The delivery and implementation of the software was confirmed by the act of acceptance - the transfers dated 28.01.2013 and 30.01.2013, which were made in Simferopol and signed by:

from the Customer: Director of the Branch of PJSC «IMEXBANK» in Crimea - V.V. Hnatjuk and sealed with a Branch seal,

from the Provider: Director - Daniel O 'Donaghue.

In this case, the power of attorney and other information regarding the authorization of the director of the Branch of PJSC «IMEXBANK» in the Crimea, V.V. Hnatyuk is not available for accepting works on behalf of PJSC «IMEXBANK».

The Bank did not make payment under this agreement. In this regard, a representative of YUNERO SPIN LTD filed a claim for recovery from the Bank under the contract and on January 5, 2014 received a court decision on partial satisfaction and recovery from the Bank of \$ 10,924,986.0.

Sergeyev A.E. 23.01.2015 appealed to the Chairman of the Board of the Bank Gramatik Y.I. requesting payment of \$ 10,924,986.0 in connection with obtaining a court order according to the details specified in the request of a non-resident (official note dated 23.01.2015), which was paid (memorial warrant dated 23.01.2015 No. 15387, purpose of payment: payment according to the decision of the Commercial Court of Odessa region).

At the same time, the possibility of providing services by YUNERO SPIN LTD is doubtful.

YUNERO SPIN LTD (a resident of the United Kingdom of Great Britain and Northern Ireland) was incorporated on 03 October 2012, 3 months before the agreement

was signed. The founder and director is Daniel O 'Donaghue, by profession a writer who is a sole employee. Company type of activity 96090 "Other activities, not elsewhere classified".

As such, the company's activities are not directly related to software development, such as 62012 Business and Household Software Development. The last report was submitted by the company on October 03, 2014, the company was liquidated on August 4, 2015. The last report on October 31, 2014 was provided as a report for a non-working company. There is no debt on services or other activities to the company. The balance sheet currency is GBP 1,552.0. The only cost for the year was £ 50.0 for a one-year invoice. Account details for payment by court decision, in comparison with the contract, were changed - from Latvian bank (Riga) JSC «NORVIK BANKA», Riga; Latvian to Chinese - (Hong Kong) BANK OF CHINA (HONG KONG) LIMITED.

2. As of January 1, 2015, the Bank has entered into two agreements with non-residents: INTERPLAY TRADING 101 (PTY) LTD (South Africa) dated 10.07.2006 No. INT060710 - on borrowing under subordinated debt in the amount of \$ 3,500,000.0 term up to 25.07.2016 inclusive and SOLITRADE LTD (Republic of Cyprus) and from 25.11.2010 №1 - on attraction of funds on terms of subordinated debt in the amount of USD 6 500 000.0 for the period up to 31.12.2015 inclusive.

INTERPLAY TRADING 101 (PTY) LTD has waived in favor of SOLITRADE LTD the right of claim under contract No. INT060710 dated 10.07.2006. The assignment was made on the basis of the Assignment of Assignment Claim No. SGH / 5 dated 5 January 2015, thus the whole amount of the debt was transferred to SOLITRADE LTD.

01.23.2015 PJSC «IMEXBANK» has returned from the correspondent account No. 04-407-588 to Deutsche Bank Trust Company Americas the amount of USD 10,000,000.0 raised under the conditions of the subordinated debt of SOLITRADE LTD (Kimonos, 43A, R .S. 3095, Limassol, Republic of Cyprus) under Contract No. 1 of 30.12.2010.

Early repayment of the Debt may take place at the initiative of the Bank and with the consent of the Investor, subject to obtaining the permission of the National Bank of Ukraine for early repayment of the Debt (clause 6.2. Of the Agreement), which has not been received.

The early repayment of US \$ 10,000,000.0 raised on subordinated debt in favor of SOLITRADE LTD was preceded by the decision of the Supervisory Board of PJSC «IMEXBANK», chaired by Klimova T.Y., to apply to SOLITRADE LTD to submit a request additional cash in the amount of \$ 40,000,000.0. (Minutes of the meeting №97 dated 03.11.2014). As a consequence, the Bank and SOLITRADE LTD Contract No. 2 on borrowing on subordinated debt, signed by the Bank on 23.01.2015, and Contract No. 2/1 on settlement arrangement in accordance with the provisions of which, the Bank returned SOLITRADE LTD 10 000 000,0 USD.

So, the officials of the Bank violated item 3.13 of the Resolution of the National Bank of Ukraine No. 368 of 28.08.2001 "On approval of the Instruction on the procedure for regulating the activity of banks in Ukraine" and item 6.2. Contracts with non-resident investors INTERPLAY TRADING 101 (PTY) LTD and SOLITRADE LTD to raise funds on subordinated debt, which led to a decrease in liquidity ratios.

It should be noted that at present the Chief Investigative Directorate of the National Police of Ukraine is conducting a pre-trial investigation in criminal proceedings No.

12015160000000089 dated 05.02.2015 according to the statement of the Fund's Authorized Person. One of the episodes in this statement is the above fact.

The detailed information and necessary documents will be provided to representatives of the bidders for acquaintance after signing the Information statement no conflict of interest in the form given in Annex 4 of the tender documentation and the Non-disclosure agreement in the form given in Annex 5 of the tender documentation (for non-resident participants - scanned copies of the documents signed by the non-resident participant at fgvfo@fg.gov.ua) from April 27, 2020, till May 27, 2020, between 10:00 AM and 5:00 PM at: 17 Sichovykh Striltsiv Street, Kyiv, 04053. Bidders are requested to contact the officer in charge of technical matters in order to acquaint with the documents.

S. V. REKRUT, Chair of the Tender Committee

QUOTATION

_____ submits herewith its quotation for the procurement of services of asset search and arrest (“freeze”), as well as services of representing interests the Deposit Guarantee Fund and/or PJSC «IMEXBANK» in judicial (criminal, civil, commercial) proceedings in respect of the recovery of damage (losses) caused to PJSC «IMEXBANK» and/or its creditors by its related parties (owners, managers, and/or other parties referred to in part 1, Article 52 of the Law of Ukraine ‘On Banks and Banking’), in foreign jurisdictions (and in the jurisdiction of Ukraine as necessary), and agrees to deliver the aforementioned Services in accordance with requirements stated in these Tender Documents, in particular, the requirements of items 3 - 6 tender documentation on the basis of the following quotation:

Procurement item	Calculation method	
	Fee, %	Advance fee (UAH), cost of the services (UAH per hour), fee (%)
The services of asset search and arrest (“freeze”), and the services of representing interests the Deposit Guarantee Fund and/or PJSC «IMEXBANK» in judicial (criminal, civil, commercial) proceedings in respect of the recovery of damage (losses) caused to PJSC «IMEXBANK» and/or its creditors by its related parties (owners, managers, and/or other parties referred to in part 1, Article 52 of the Law of Ukraine ‘On Banks and Banking’), in foreign jurisdictions (and in the jurisdiction of Ukraine as necessary).		Advance fee of UAH ____
		cost of the services UAH ____ per hour
		Fee ____%

The bid must include all necessary taxes, fees, compulsory payments (except for official fees for litigation and enforcement), technical expenses (duties, notarization, translation, extracts / extracts from state registers, business trips, transportation, copying documents, courier services, etc.), and other expenses associated with providing the Services.

If the above quotation is accepted, we undertake to sign a Service Delivery Contract with the Bank and/or the DGF within 20 business days of the selection of the successful bidder and will commit to meeting all the terms and conditions of the said contract.

(position and full name of the authorized officer of the Bidder)

(signature)

Qualification Requirements to Bidders

Qualification Criteria	Requirements under the Criterion	Supporting Documents
<p>1. The availability of staff with relevant qualifications, necessary expertise, and experience</p>	<p>1. Bidders must be in possession of employees and/or a contractor (contractors) employed to represent the DGF and/or the Bank in foreign jurisdictions who have experience in representing Customers (corporate creditors / affected parties) for the purposes of the recovery of funds, including losses, and the enforcement of decisions of foreign jurisdiction authorities, specifically:</p> <ul style="list-style-type: none"> - a lawyer (lawyers) vested with the right to represent Customers before the courts foreign jurisdictions, including member states of the European Union and the United Kingdom and the courts of Ukraine); - an auditor (auditors), a forensic specialist (specialists); - an asset tracing specialist (specialists); <p>Note: Preference will be given to a bidder, whose employees and/or contractors have represented a bank institution Customer as a creditor/affected party in damage (loss) recovery proceedings in foreign jurisdictions and which has the successful experience of enforcing the decisions of foreign jurisdiction authorities.</p>	<p>1. A free-format statement signed by the bidder on the list of employees (including employees of the contractor (contractors)) who will be engaged for the Service Delivery.</p> <p>2. Copies of diplomas, certificates, other documents confirming the specialist area and legal status of employees listed in the statement. *</p> <p>3. A portfolio for each employee with an indication of the education degree, places of prior employment, the experience of performing similar assignments, and other details essential to assess the qualification of such an employee.</p> <p>4. A copy (certified by the participant) of a contract (memorandum, etc.) of cooperation (service delivery, etc.) with the involved persons (person), on the basis of which such persons will be involved in providing the Services.</p> <p>5. Certified by the participant copy of the current contract of professional insurance.</p>
<p>2. Experience in the performance of similar contracts</p>	<p>1. A bidder must have the successful experience of representing its Customers (corporate creditors / affected parties) in cases of the recovery of funds, including losses, and the enforcement of decisions of foreign jurisdiction authorities.</p> <p>Note: Preference will be given to a bidder, whose employees</p>	<p>1. Bidder-authenticated copies of decisions of foreign jurisdiction authorities (without disclosing personal data of the Customers) in cases involving the representation of Customers (corporate creditors /affected parties) claiming funds (including losses), where the Customers were represented by the bidder and/or the contractors *;</p>

	and/or contractors have represented a bank institution Customer as a creditor/affected party in damage (loss) recovery proceedings in foreign jurisdictions and which has the successful experience of enforcing the decisions of foreign jurisdiction authorities.	<p>a free-format statement of the bidder with a detailed description of the litigation of the aforementioned cases of the representation of Customers (corporate creditors / affected parties) in foreign jurisdictions in terms of claiming funds (including losses), where the Customers were represented by the bidder and/or contractors, with the indication of the specific positive outcomes achieved;</p> <p>a free-format statement by the bidder with a detailed description of the support to enforcement of the aforementioned decisions of foreign jurisdiction authorities (without disclosing personal data of the Customers) by the bidder and/or its contractors.</p>
3. Impeccable business reputation	The corpus of verified information about the entity, which enables a conclusion that it operates in accordance with legislation.	<p>Reference letters from at least three (3) Customers, to which the bidder and/or its contractors provided services*:</p> <ul style="list-style-type: none"> - representing them in foreign jurisdictions to recover funds, including losses, caused to a legal entity (bank); - of enforcing the decisions made by foreign jurisdiction authorities; - of tracing the assets used to recover losses (damage); - of exercising comprehensive researches required to detect and document the facts of causing losses (damage).

Other Requirements for Bidders *
General Requirements for Bidders

№	Question	Answer
Section 1. General information about the participant:		
1.1.	Full name	
1.2.	Registration Date	
1.3.	Bank details	
1.4.	Code of the legal entity - participant	
1.5.	Tax Identification Number (Individual Tax Number)	
Section 2. Participant Leader Information:		
2.1.	Name, position, passport data, registration number of taxpayer's account card (if any) manager	

2.2.	Name, passport details, taxpayer's registration card registration number (if applicable) chief accountant	
2.3.	Name, position, passport data, registration number of the taxpayer's account card (if any) of the authorized person	
Section 3. Information about the owner and beneficiaries of the participant:		
3.1.	Name, legal form and code - for legal entities / name, passport data and registration number of the taxpayer's account card (if any) - for individuals	
Section 4. Contact information of the participant:		
4.1.	Location	
4.2.	Phone / Fax	
4.5.	E-mail	
4.6.	Website	
<u>Position</u>		<u>Signature</u>
		<u>Full Name</u>

Requirement	Supporting Documents**
1. The bidder is not a party related to other bidders in the same bidding procedure and/or a member (members) of the Committee.	A free-form statement signed by the authorized officer of the bidder to certify that the bidder in the qualification-based selection is not a party related to other bidders in the same bidding procedure and to members of the tender committee.
2. The bidder is not subject to a solvency restoration procedure initiated in accordance with the procedure prescribed by law; the bidder has not been found bankrupt and is not subject to a liquidation procedure.	An information statement from the Single Register of Enterprises in Bankruptcy Proceedings or a free-form statement signed by the authorized officer of the bidder to certify that the bidder has not been subject to the solvency restoration procedure initiated in accordance with the procedure prescribed by law, that the bidder has not been found bankrupt, and that the bidder is not subject to the liquidation procedure.
3. The bidder on no date has been a qualified shareholder of an insolvent bank or a bank in liquidation, or a member of the governing body of a corporate bidder, has not held a position for more than six months in governance and controlling bodies of a bank classified as insolvent or a bank in liquidation, or has not worked as the chief internal auditor of such bank.	A statement in any form signed by the authorized officer of the bidder to certify that the bidder has not been a qualified shareholder of an insolvent bank or a bank in liquidation and a statement in writing by a member of the governing body of a corporate bidder that he or she has not held a position for more than six months in governance and controlling bodies of a bank classified as insolvent or a bank in liquidation, or has not worked as the chief internal auditor of such bank.
4. The information about the corporate bidder has not been recorded in the Single State Register of Individuals Who Perpetrated Corruption Offences or Corruption-Related Offences.	A statement in any form signed by the chief executive officer of the corporate bidder to certify that the information about the bidder has not been recorded in the Single State Register of Individuals Who Perpetrated Corruption Offences or Corruption-Related Offences.
5. The individual bidder or the chief executive officer of the corporate bidder	An information statement from the Single State Register of Corruption Offenders in respect of the individual bidder / the chief executive officer of the corporate bidder, or a

<p>has not been prosecuted for perpetrating a corruption offence.</p>	<p>statement in any form signed by the authorized officer of the bidder to certify that the individual bidder / the chief executive officer of the corporate bidder has not been prosecuted for perpetrating a corruption offence, or a print-screen from the website http://corrupt.informjust.ua/ in respect of the individual bidder / the chief executive officer of the corporate bidder.</p>
<p>6. The bidder has not been prosecuted for the violations covered by clause 4, part 2, Article 6, Section 2 or clause 1, Article 50, Section 8 of the Law of Ukraine ‘On Protecting the Economic Competition’ in the form of concerted anti-competition practices over the last three years.</p>	<p>A statement in any form signed by the authorized officer of the bidder to certify that the bidder has not been held liable for violations covered by clause 4, part 2, Article 6, Section 2 or clause 1, Article 50, Section 8 of the Law of Ukraine ‘On Protecting the Economic Competition’ over the last three years.</p>
<p>7. The individual bidder / the chief executive officer of the corporate bidder has not been convicted of an offense perpetrated on mercantile motives, or any conviction has been cleared or expunged in accordance with the procedure prescribed by law.</p>	<p>A statement in the prescribed format (for instance, obtained online) issued by a territorial body of the Ministry of Interior of Ukraine to certify that the individual bidder / the chief executive officer of the corporate bidder has not been convicted of an offense perpetrated on mercantile motives or that his/her conviction has been cleared or expunged in accordance with the procedure prescribed by law. The statement must be issued on or after _____ 2019.</p>
<p>8. The information about the ultimate beneficial owner (controller) of the Ukrainian resident legal entity, which is a bidder in the qualification-based selection procedure, is available in the Single State Register of Legal Entities, Sole Traders, and Public Associations as prescribed by Article 9(2) of the Law of Ukraine ‘On State Registration of Legal Entities and Sole Traders, and Public Associations.’ Note: If the corporate bidder is not a resident of Ukraine, the information about the ultimate beneficial owner (controller) of this corporate entity must be available in a state register functioning under the laws of the bidder’s country of incorporation.</p>	<p>An excerpt from the Single State Register of Legal Entities, Sole Traders and Public Associations, or a print-screen from the website https://usr.minjust.gov.ua/ua/freesearch. If the aforementioned Register does not contain details of the ultimate beneficial owner of the bidder, the bidder must submit an explanatory statement together with the Excerpt or the print-screen to specify the grounds for the missing record in the Single State Register. This statement shall be signed by an authorized officer of the bidder. An excerpt from the appropriate state register that functions under the laws of the country of incorporation of a corporate bidder, which not resident in Ukraine. If the Register in question lacks details of the ultimate beneficial owner of the bidder, the bidder must submit an explanatory statement together with the excerpt or the screen-print to specify the grounds for not recording the information in question in the Register. This statement shall be signed by an authorized officer of the bidder.</p>
<p>9. The bidder does not have any debt related to the payment of taxes, duties, and fees.</p>	<p>A statement in the prescribed format (including in the electronic form) or a letter issued by a territorial body of the State Fiscal Service of Ukraine (or, for non-residents of Ukraine, a statement by the appropriate fiscal agency of the bidder’s country of incorporation) to certify that the bidder has no debt related to the payment of taxes, duties, or fees outstanding as of the qualification bid submission date. If a letter is submitted, its date must not be before the qualification bids submission date under this selection procedure.</p>
<p>10. The Bidder exercises business in accordance with provisions of its constituting documents.</p>	<p>A copy of constituting documents authenticated with the signature of the authorized officer of the bidder.</p>

A bidder may discretionary provide additional materials to evidence the conformity with the above requirements. All the documents (other than original statements, excerpts, and other documents issued to the bidder by state authorities, institutions, organizations, banks, and other entities other than the bidder) submitted by the bidder to certify the conformity with the above requirements must be signed by the authorized officer of the bidder.

* Bidders listed in the List of Entities Selected by the Deposit Guarantee Fund in the stream 'Legal Councilors (including Working with Assets)' in the field 'representation of insolvent banks and banks in liquidation, and protection of their rights before courts of foreign jurisdictions and international arbitration tribunals' shall not be required to submit documents to certify their conformity with other requirements.

** Non-resident corporate bidders shall submit documents required by the laws of their country of incorporation.

INFORMATION STATEMENT
no conflict of interest

_____, in connection with the intent to take part in the open bidding for the procurement of services of asset search and arrest (“freeze”), as well as services of representing interests the Deposit Guarantee Fund and/or PJSC «IMEXBANK» in judicial (criminal, civil, commercial) proceedings in respect of the recovery of damage (losses) caused to PJSC «IMEXBANK» and/or its creditors by its related parties (owners, managers, and/or other parties referred to in part 1, Article 52 of the Law of Ukraine ‘On Banks and Banking’), in foreign jurisdictions (and in the jurisdiction of Ukraine as necessary), discloses hereby the absence of any conflict of interest, either actual or potential, between the private interest of _____ (name of the bidder) (including the bidder’s employees, legal entity or individual contractors engaged by the bidder for the Service Delivery) and its potential powers as a representative of the DGF capable of affecting the objectivity or impartiality in the Service delivery, or the performance or non-performance of actions in the course of the Service delivery, as well as confirms that the bidder (including the bidder’s employees, legal entity or individual contractors engaged by the bidder for the Service Delivery) does not represent any third parties in disputes or legal relations against the DGF and/or PJSC «IMEXBANK», and/or other insolvent banks, which are (were) in liquidation by the DGF (including if the aforementioned persons represent owners and/or other related parties of PJSC «IMEXBANK» and other insolvent banks, which are (were) in liquidation by the DGF).

(name of the bidder) undertakes to:

- take measures aimed at the prevention of any actual or potential conflict of interest;
- notify the Customer of the detection of the actual or potential conflict of interest on the next business day of such detection at the latest;
- abstain from actions and decisions in the circumstances of the actual conflict of interest;
- take measures to settle the actual or potential conflict of interest.

_____ undertakes not to encourage its employees in any manner to make decisions, perform actions or inaction contrary to requirements of the legislation and interests of the DGF and PJSC «IMEXBANK» to the benefit of its private interests or private interests of the third parties; also, _____ (including the bidder’s employees, legal entity or individual contractors engaged by the bidder for the Service Delivery) undertakes not to represent any other persons that oppose or will oppose the DGF in any disputes based on damage (loss) recovery demands/claims of the DGF.

Position

Signature

Full Name

Covenant of Integrity

_____ declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners, consultants or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any prohibited practice (as defined below) in connection with the provision of the Services and we undertake to inform the Fund and / or the Bank if any incident of any such prohibited practice is brought to the attention of any person in our organization who is responsible for ensuring compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

(i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any tendering or competitive selection process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;

(ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice;

(iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, are not prohibited from participation in a tendering or competitive selection procedure on the grounds of having been found by the final judgement of a judicial process or a finding by the enforcement (or similar) mechanism of another international organization to have engaged in a Prohibited Practice;

(iv) we, our subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles i) ii) iii) or (iv) of this Covenant indicating details of the measures taken or to be taken to ensure that neither the disclosed organization nor its directors, employees, agents or persons involved in any prohibited conduct in connection with the selection process of the winner of the Contest.

For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

(i) a **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;

(ii) a **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iii) a **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(iv) a **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) a **Misuse of the Bank's Resources or Bank Assets** which means improper use of the Bank's Resources or Bank's Assets , committed either knowingly or recklessly;

(vi) an **Obstructive Practice** which means (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank's investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information; and

(vii) a **Theft** which means the misappropriation of property belonging to another party.

When submitting a competitive bid to participate in the Contest, we grant the DGF the right to review the information submitted in its composition.

Position

Signature

Full Name

Non-disclosure Agreement

_____ ‘___’, 2020

The DEPOSIT GUARANTEE FUND (hereinafter referred to as the ‘DGF’) represented by Novikov Victor Volodymirovich, Deputy Managing Director of the Deposit Guarantee Fund, who acts on the basis of order of the DGF No. 519 (as of 23.12.2019, the order of the DGF No. 596), as the first party and

the PUBLIC JOINT STOCK COMPANY «IMEXBANK» (hereinafter referred to as the ‘Insolvent Bank’) represented by Matvienko Andriy Anatolievich, authorized officer of the Deposit Guarantee Fund in charge of the liquidation of PJSC «IMEXBANK», who acts on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’, as the second party, and

_____ (hereinafter referred to as the ‘Specialist’) represented by _____, who acts on the basis of _____, as the third party (hereinafter jointly to be referred to as the ‘Parties’ and severally as the ‘Party’) have entered into this Confidentiality Agreement (hereinafter referred to as the ‘Agreement’) as follows:

1. Subject Matter of the Agreement

1.1. This Agreement governs the procedure and conditions for the use and protection of the information provided to the Specialist by the Insolvent Bank and/or the DGF.

1.2. The Parties have agreed that any information obtained by the Specialist from the Insolvent Bank and/or the DGF in accordance with terms and conditions of the Agreement shall be deemed restricted as confidential information (hereinafter referred to as the ‘Confidential Information’).

1.3. The Confidential Information, which is supplied by the Insolvent Bank and/or the DGF to the Specialist, can be contained in contracts, letters, reports, analytical materials, research results, diagrams, graphs, specifications, and other documents provided both on paper, and on electronic data carriers.

1.4. The Insolvent Bank and/or the DGF remain owners of the Confidential Information and owners of physical storage media containing the Confidential Information supplied to the Specialist.

2. Objective of the Agreement

2.1. The objective of this Agreement is to create conditions for the protection of the Confidential Information owned by the Insolvent Bank and/or the DGF when taking measures aimed at employing the Specialist for the provision of services of asset search and arrest (“freeze”), as well as services of representing interests the

Deposit Guarantee Fund and/or PJSC «IMEXBANK» in judicial (criminal, civil, commercial) proceedings in respect of the recovery of the damage (losses) caused to PJSC «IMEXBANK» and/or its creditors by its related parties (owners, managers, and/or other parties referred to in part 1, Article 52 of the Law of Ukraine ‘On Banks and Banking’), in foreign jurisdictions (and in the jurisdiction of Ukraine as necessary) (hereinafter referred to as the ‘Services’).

3. Undertakings of the Parties

3.1. The Insolvent Bank and/or the DGF undertake:

3.1.1. To provide the Specialist with information in amounts determined by the Insolvent Bank and/or the DGF within 5 business days of entry into this Agreement (by granting access to the premises of the Insolvent Bank and/or the DGF, or by handing over document copies directly to the Specialist);

3.2. The Specialist undertakes:

3.2.1. To make sure that the Confidential Information is not divulged to any third parties without the prior written consent of the DGF;

3.2.2. Not to provide the Confidential Information to the third parties, not to sell and dispose of it in any manner, and not to use the supplied Confidential Information for own purposes not covered by arrangements among the Parties;

3.2.3. To return the Confidential Information within five days of a written demand of the Insolvent Bank and/or the DGF to do so and not to keep any copies (including the electronic copies), reproductions or excerpts from documents, files, or data, etc. identified as Confidential Information;

3.2.4. To grant access to the Confidential Information to a limited number of the Specialist’s employees;

3.2.5. To familiarize themselves with the Confidential Information within 3 business days of the execution of the Certificate of the Transfer and Acceptance of Confidential Information.

3.3. The transfer of the Confidential Information under the Agreement shall be formalized by the signing of the Certificate of the Transfer and Acceptance of Confidential Information by authorized representatives of the Parties.

4. Liability of the Parties

4.1. The Specialist shall pay the DGF a fine of UAH 100,000.00 (one hundred thousand hryvnias 00 kopecks) for the failure to perform and improper performance of item 3.2 of this Agreement.

4.2. The losses caused to the Parties by the failure to perform or improper performance of the duties under this Agreement shall be restituted in full in accordance with the procedure prescribed by the current laws.

5. Other Conditions

5.1. This Agreement shall come into effect from the date of its signing by the Parties and its authentication with the seals of the Parties, and remain in effect:
until the Parties enter into a contract of professional services in a specific area;
or

failure to conclude such contract within five (5) years from the date of the latest Certificate of the Transfer and Acceptance of Confidential Information.

5.2. Any differences between the Parties shall be settled in accordance with the procedure prescribed by the laws of Ukraine.

5.3. Any amendments shall be made in the Agreement by means of entry into supplementary agreements.

5.4. The Parties shall be guided by the laws of Ukraine in solving all the issues related to the performance of the Agreement by the Parties but not governed thereby.

5.5. This Agreement has been made in three authentic copies, all of them with the same legal effect, one for each Party.

6. Locations and Details of the Parties

Deposit Guarantee Fund

Location:
17 Sichovykh Striltsiv Street, Kyiv,
EDRPOU code 21708016
IBAN:
UA563000010000000032303320301
in the National Bank of Ukraine
Bank code 300001

Deputy Managing Director
_____ V.V. Novikov

Specialist

Location: _____

Identification code _____

_____ (_____)

**Insolvent Bank:
PJSC «IMEXBANK»**

Location:
11-A, Horiva street,
Kyiv, 04071
EDRPOU code 20971504

Authorized officer in charge of the
liquidation of PJSC «IMEXBANK»

_____ A.A. Matvienko

Service Delivery Strategy Plan

List of Activities to Achieve Service Delivery Results					
Activity	Actions of the Contractor (approaches and methods)	Regulatory/Legal Basis	Use of the Third Parties (yes/no) *	Deadline	Expected Result

* 'Use of the Third Parties (yes/no)'—if 'yes,' then specify the name of the third party to be used and activities, in which this party specializes.

Criterion	%	Maximum score (1)	Minimum acceptable % (of max).	Bidder 1		Bidder 2		Bidder 3		Bidder 4		Bidder 5	
				Estimate d level (2)	Score (1) × (2)	Estimat ed level (2)	Score (1) × (2)	Estimat ed level (2)	Score (1) × (2)	Estimate d level (2)	Score (1) × (2)	Estimate d level (2)	Score (1) × (2)
<i>(d) other factors:</i>		30	0%										
experience in providing services for banking institutions	100%	30.00											
		100			0.00		0.00		0.00		0.00		0.00
					1		1		1		1		1

**Methodology for the Successful Bidder Selection based on the Price Criterion
(for the Option 2 of the calculation of the Services provided in item 4 of the Tender Documents)***

The price components stated by the bidder in the quotation shall have the following weights:

Advance fee, UAH – 20%

Cost of Services, UAH per hour – 30%

Fee as percentage – 50%

Sample Calculation of the Score for the Price Criterion

Indicator Name		Max. score	Measurement unit	Values of Indicators in Various Quotations		
				No. 1	No. 2	No. 3
1	Advance fee	5	thousand UAH	1000.00	2500.00	5000.00
			factor	1	0.4	0.2
			Score	5.0	2.0	1.0
2	Cost reimbursement	80	UAH per hour	800	500	450
			factor	0.6	0.9	1
			Score	48	72	80
3	Fee	15	%	2	3	4
			factor	1	0.66	0.5
			Score	15	9.9	7.5
	Total	100	Scores	68	83.9	88.5 (successful bidder)

* To be applied if all the bidders have chosen Option 2 of the calculation of the Services provided for in clause 4 of the Tender Documents