

# **Deposit Guarantee Fund**

**APPROVED**

**by the Tender Committee Meeting  
Minutes**

**No. 214/20 of May 14, 2020**

**Chair of Tender Committee**

**S. V. Rekrut**\_\_\_\_\_

## **TENDER DOCUMENTS**

**for the procurement of services of legal proceedings in international arbitrations and other actions regarding recovery of damages to be applied to Russian Federation for the loss of investments by JSC “DELTA BANK” on the territory of the Autonomous Republic of Crimea caused by bank expropriation, nationalization or exposition to measures with consequences equal to expropriation by Russian Federation, providing the stated recovery (including foreclosure of property and assets of Russian Federation in foreign jurisdictions)**

**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:

- Bortnychuk Mykola Serhiyovych, deputy head of DGF Legal Support Unit of the Legal Department, email: [bortnychuk@fg.gov.ua](mailto:bortnychuk@fg.gov.ua), phone +380 44 3333-558 (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](mailto: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: **services of legal proceedings in international jurisdictions and other actions regarding recovery of damages to be applied to Russian Federation for the loss of investments by JSC “DELTA BANK” on the territory of Autonomous Republic of Crimea caused by bank expropriation, nationalization or exposition to measures with consequences equal to expropriation by Russian Federation, providing the stated recovery (including foreclosure of property and assets of Russian Federation in foreign jurisdictions) (hereinafter referred to as the ‘Services’).**

The procurement item should not fall within the scope of the Law of Ukraine “On Public Procurement” under Article 3 (5)(17).

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 Documents.

### **2.3. Type of payment for the Services provided:**

A success fee of \_\_\_% of the amount in fact collected by the Contractor to the benefit of JSC “DELTA BANK” and/or to the Deposit Guarantee Fund from Russian Federation by means of compensation or from the cost of property and assets of Russian Federation in foreign jurisdictions that shall be foreclosed as a result of the Services provided by the Contractor.

For the purpose of financing the Services the Contractor may engage an investor (hereinafter referred to as the ‘Investor’) or finance the Services autonomously.

The Success fee (including the Investor’s expenses, in case of his involvement), in any case, shall not exceed 50% on the amount in fact recovered by the Contractor.

2.4. **Terms of Services:** till the moment of receiving the Result of Services provided, specified in Section 2.5. of the Tender Documents.

2.5. The “**Result of Services**”: transfer of the recovered amount to accounts of JSC “DELTA BANK” (hereinafter referred to as the ‘Bank’), and/or to DGF for the lost investments of the Bank due to their expropriation, nationalization or exposition to measures with consequences equal to expropriation, by Russian Federation or foreclosure of property and assets of Russian Federation in foreign jurisdictions (in jurisdiction of Ukraine, if necessary) as a result of the Services provided by the Contractor.

## **3. Fundamental terms of the Contract:**

3.1. **Subject matter of the Contract:** The Contractor undertakes to provide DGF and/or JSC “DELTA BANK” with the services of legal proceedings in international

arbitrations and other actions regarding recovery of damages to be applied to Russian Federation for the losses of investments by banks under DGF liquidation procedure which is to be completed in the year 2020, on the territory of Autonomous Republic of Crimea caused by bank expropriation, nationalization or exposition to measures with consequences equal to expropriation by Russian Federation, providing the stated recovery (including foreclosure of property and assets of Russian Federation in foreign jurisdictions) (hereinafter referred to as the 'Services'). The services shall be provided according to the Strategy Plan which is an integral part of the Contract.

**3.2. Payment requirements for the Services provided (Success fee):** \_\_\_% on the amount in fact recovered by the Contractor for the benefit of the banks under DGF liquidation procedure which is to be completed in the year 2020 and/or to the Deposit Guarantee Fund from Russian Federation by means of compensation or from the cost of property and assets of Russian Federation in foreign jurisdictions that shall be foreclosed as a result of the Services provided by the Contractor.

The Success fee (including the Investor's expenses, in case of his involvement), in any case, shall not exceed 50% on the amount in fact recovered by the Contractor.

The Contractor has the right to engage the third party investor for the Contract financing. In so doing, total amount of the Success fee shall not be increased in this respect.

In case of the Contractor's engagement of the third party investor for the purpose of financing interest intermediation of DGF, the Banks in international arbitrations, the period of searching by the Contractor of such investor and entering into the appropriate agreement on financing shall not exceed 6 (six) months from the day of the Contract execution. In case of non-entering into such an agreement within the indicated period or without any agreement between the parties on the period extension, the Contract shall be terminated due to the expiry date of the Contract.

Arbitration and/or legal costs (including legal fees, arbitrators' fees, court fees, other costs) shall be paid by the third party investor (if involved in financing the Contract) or by the Contractor.

Amounts of arbitration and/or legal costs (including legal fees, arbitrators' fees, court fees, other costs) paid by the third party investor (if involved in financing the Contract) which are to be charged to the Russian Federation by relevant arbitral or court decision more than the amount of compensation, are charged to the Russian Federation in favor of the third party investor (if involved in financing the Contract) or the Contractor and are not included in the Success fee.

The Contractor has the right to engage third parties to providing the Services subject to written consent of the Fund. Either way, the Contractor is fully responsible for the Services provided by these parties as well as for verifying presence/absence of a conflict of interests with the Fund. In doing so, total amount of the Success fee under this Contract shall not be increased in this respect.

**3.3. Terms of Services:** till the moment of receiving the Result of Services provided by the contract.

**3.4. The Result of Services:** transfer of the recovered amount to accounts of the Bank and/or DGF for the lost investments in the Bank due to their expropriation, nationalization or exposition to measures with consequences equal to expropriation, by Russian Federation or foreclosure of property and assets of Russian Federation in foreign

jurisdictions (in jurisdiction of Ukraine, if necessary) as a result of the Services provided by the Contractor.

### **3.5. Duties of the Contractor:**

3.5.1 The Contractor undertakes to develop a detailed strategy plan on Service Delivery regarding the Bank and submit it for the Fund's approval within 30 (thirty) calendar days from the date of signing the Contract. The Fund determines priority of stages and measures implementation defined by the Contractor in the Strategy Plan depending on the assessment of success probability. After the Service Delivery Strategy Plan is approved by the Fund, it becomes an integral part of the Contract.

3.5.2. The Contractor undertakes within 15 (fifteen) calendar days from the moment of Service Delivery Strategy Plan approval by DGF, to develop, to agree with the Fund and submit to the authorized representatives of the Russian Federation an official written notice (-s) of dispute (-s) and claims arising from illicit handling of bank investments identified by the Strategy Plan on the territory of the Autonomous Republic of Crimea in violation of provisions of the Agreement between the Cabinet of Ministers of Ukraine and the Government of Russian Federation on Promotion and Mutual Protection of Investments which was signed November 27, 1998, ratified December 15, 1999 and entered into force January 27, 2000, as well as of the statutes of international rule defined by the Agreement.

3.5.3. The Contractor undertakes to provide the Fund with a monthly report on the status of the Contract no later than the 5<sup>th</sup> day of the month following the month of reporting and/or at each additional request of the Fund within 5 working days from the date of receiving the request.

3.5.4. The Contractor undertakes to tentatively agree with the Fund any amendments to the Service Delivery Strategy Plan (Annex to the Contract) and major service document drafts.

### **3.6. Other requirements:**

3.6.1. All documents provided by the Fund and/or the Bank to the Contractor under the Contract, shall be submitted in the original language without translation. The Contractor undertakes to ensure the circulation of documents with the Fund and the Bank under the contract in Ukrainian, including providing the Fund and the Bank with basic service documents and decisions of the relevant international arbitration based on the results of the contract translated into Ukrainian. At the request of the Contractor, the Fund may agree to provide the Contractor with any documents under the Agreement without translating them into Ukrainian.

3.6.2. The Fund and the Bank do not have any restrictions on asset sales of the Bank in respect of which the Contractor provides Services at open auction or by selling directly to a legal entity or individual. In such a case, the sale is carried out simultaneously with the assignment to the acquirer of the asset of the rights and obligations of the Fund and the bank (-s) under the contract, by selling such rights and obligations in a package with the asset.

3.6.3. Based on the results of providing the Services, an Act of provided services is drawn up.

3.6.4. The agreement enters into force upon its signing and is valid until the parties fulfill their obligations in full measure.

3.6.5. The relationships between the Fund and the Contractor under the Contract on Service Delivery shall be regulated and interpreted in accordance with the law of Ukraine. Any disputes arising out of or in connection with this contract, including any

questions 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.

3.6.6. In case of final liquidation of the Bank by DGF, as legal entity under the legislation of Ukraine, after signing the Contract by the Parties, all rights of the relevant Bank that lost investments on the territory of the Autonomous Republic of Crimea due to its expropriation, nationalization or exposition to measures with consequences equal to expropriation by Russian Federation, shall be transferred to DGF's ownership, the relevant Bank being as an investor, in particular, but not exclusively according to the international law and the Agreement between the Cabinet of Ministers of Ukraine and the Government of Russian Federation on promotion and mutual protection of investments, which was signed November 27, 1998, ratified December 15, 1999 and entered into force January 27, 2000.

#### **4. Bid Submission.**

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

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

4.3. Deadline for submissions: **by 10:00 am on June 19, 2020.**

#### **5. Bid Opening.**

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

5.2. Date and time: **2:30 pm on June 19, 2020.**

#### **6. Additional Information:**

6.1. 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 English and Ukrainian texts) 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 Quotation'), 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 Quotation').

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 'Quotation');
- 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 according to the Tender Documents); for Envelope 2 "Open in case of admission to stage II"; for Envelope 3 "Open in case of admission to stage III".

6.2. A bid must contain:

In the Envelope 1:

- a written confirmation from a bidder on having been acquainted with all the documents available in 20 (twenty) banks concerning the procurement item;
- documents that demonstrate the conformity with qualification and other requirements as specified in Annex 3;
- Information Statement of no conflict of interest and Covenant of Integrity in the format specified in Annex 4;
- Confidentiality Agreement signed by the bidder in 3 (three) copies, in the format specified in Annex 5;
- 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 specified in 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 specified in Annex 2.

6.3. A bid must meet all the requirements specified in the Tender 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 Documents, including in Ukrainian – may be rejected and not allowed for evaluation, with the respective bidder being notified.

6.4. Assessment of the bidder's compliance with the requirements of the Tender Documents is determined by DGF in the following way:

- at Stage I, the bids shall 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.

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 qualification criteria set in the methodology in Annex 7 to the Tender Documents; the evaluation shall be carried out by DGF Bid Evaluation Working Group.

At Stage II the Envelope 2 of the participants whose proposals are accepted as a result of Stage I of evaluation of the Contest shall be opened.

At Stage II the Service Delivery Strategy Plans of the bidders (Envelope 2) shall be assessed for the compliance with the purpose of the Services requested by the Fund.

At this stage, the bidder shall present its Service Delivery Strategy Plan to 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;
- 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 possibility of engaging by the bidder the third party investor for the Contract financing.

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 DGF Bid Evaluation Working Group.

During the Stages I and II of the Contest, the Fund checks the presence/absence of conflict of interests of the bidders (including employees of bidders, legal entities or individuals involved in providing the Services).

- at Stage III, quotations of the bidders (Envelope 3) shall be opened, the competitive bids of which are admitted as a result of evaluation at the Stages I and II of the Contest and are fixed by the Fund in the relevant protocol of bidding opening.

At this Stage the Fund is entitled to apply a 'price reduction' procedure. The 'price reduction' procedure shall 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, shall be invited to take part in the price reduction procedure (by means of relevant e-mail message).

During the procedure, the attendees representing bidders shall 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 shall 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.

6.5. The Fund determines the winner of the Tender by a single criterion - the lowest price (a success fee amount as a percentage of the compensation amount actually collected) proposed by the bidder.

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

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

6.8. The Fund may cancel (in full or in part) the tender at any stage of the tender for any reason. Notice of tender cancellation (partial cancellation) shall 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 legal proceedings in international arbitrations and other actions regarding recovery of damages to be applied to Russian Federation for the losses of investments by JSC “DELTA BANK” on the territory of Autonomous Republic of Crimea caused by bank expropriation, nationalization or exposition to measures with consequences equal to expropriation by Russian Federation, providing the stated recovery (including foreclosure of property and assets of Russian Federation in foreign jurisdictions).

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

- Law of Ukraine ‘On Banks and Banking’;
- Law of Ukraine ‘On Ensuring the Rights and Freedoms of Citizens and Legal Regime of the Temporarily Occupied Territory of Ukraine’;
- Law of Ukraine ‘On the creation of a free Economic Zone ‘Crimea’ and on the Peculiarities of Economic Activity in the Temporarily Occupied Territory of Ukraine’;
- Law of Ukraine ‘On the Peculiarities of Investment Activities in the Autonomous Republic of Crimea’;
- Agreement between Cabinet of Ministers of Ukraine and the Government of the Russian Federation on Promotion and Mutual Protection of Investments as of November 27, 1998;
- Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL);
- Arbitration Rules of the Institute of the Stockholm Chamber.

The detailed information and necessary documents shall be provided to representatives of the bidders for acquaintance after signing the Declaration of no conflict of interest in the form given in Annex 4 of the Tender Documents and the Confidentiality Agreement in the form given in Annex 5 of the Tender Documents – after the Fund and the Banks receive scanned copies of the documents signed by the participant at [fgvfo@fg.gov.ua](mailto:fgvfo@fg.gov.ua) (these scanned copies of the documents shall be sent by the bidder for acquaintance before the bidding proposal) from May 14, 2020 till June 18, 2020, between 10:00 am and 5:00 pm. Bidders are requested to contact the authorized officer to get acquainted with the documents. Contacts of the authorized officers are given in Table 1.

The information on the banks assets in the Autonomous Republic of Crimea available to the Deposit Guarantee Fund is given in the Table 1 of Terms of Reference. This information is indicative and can be clarified on bidders’ acquaintance with the documents, available in the Banks, on bank assets in the Autonomous Republic of Crimea.



Table 1

№	Bank name	Loans granted on the territory of the Autonomous Republic of Crimea		Real property located on the territory of the Autonomous Republic of Crimea		Contact address to get acquainted with the documents available to the bank	Full name and telephone of the contact person in the bank
		Quantity	Debt	Quantity	Balance cost		
1	JSC "DELTA BANK"	126 587	4 764 757 828,90	7	14 093 319,00	38 Druzhby Narodiv Blvd., Kyiv 01014	Kadyrov Vladyslav Volodymyrovych, (044) 500-00-18

## QUOTATION

\_\_\_\_\_ submits herewith its quotation for the procurement of the services of legal proceedings in international arbitrations and other actions regarding recovery of damages to be applied to Russian Federation for the loss of investments by JSC “DELTA BANK” on the territory of Autonomous Republic of Crimea caused by bank expropriation, nationalization or exposition to measures with consequences equal to expropriation by Russian Federation, providing the stated recovery (including foreclosure of property and assets of Russian Federation in foreign jurisdictions) and agrees to deliver the aforementioned Services in accordance with requirements stated in these Tender Documents, in particular, the requirements of item 3 of the Tender Documents on the basis of the following quotation:

<b>Procurement item</b>	<b>A success fee of ____% of the amount in fact collected by the Contractor to the benefit of the Fund, the Banks from the Russian Federation by means of compensation or from the cost of property and assets of Russian Federation in foreign jurisdictions that shall be foreclosed as a result of the Services provided by the Contractor</b>
<p>The services of legal proceedings in international arbitrations and other actions regarding recovery of damages to be applied to Russian Federation for the loss of investments by JSC “DELTA BANK” on the territory of Autonomous Republic of Crimea caused by bank expropriation, nationalization or exposition to measures with consequences equal to expropriation by Russian Federation, providing the stated recovery (including foreclosure of property and assets of Russian Federation in foreign jurisdictions)</p>	

**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 DGF within 30 calendar days of the selection of the successful bidder and will commit to meeting all the terms and conditions of the said

contract.

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

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*(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 have employees and/or a contractor(s) employed to represent the banks under DGF liquidation procedure and the Fund in international arbitrations who are experienced in:</p> <ul style="list-style-type: none"> <li>- representing clients' interests in disputes between investors and states or persons, whose state share in the authorized capital exceeds 50% ,</li> <li>and</li> <li>- enforcement of arbitral decisions (including by foreclosure on the property and assets of the defendants in foreign jurisdictions).</li> </ul>	<p>1. A free-format statement signed by the bidder on the list of employees (including employees of the contractor(s) who are engaged to represent the banks under DGF liquidation procedure and the Fund in international arbitrations and on the stage of enforcement of arbitral decisions and on the level of their experience.</p> <p>2. A portfolio for each employee (including employees of the contractor(s) who are engaged to represent the banks under DGF liquidation procedure and the Fund in international arbitrations and on the stage of enforcement of arbitral decisions with an indication of education degree, places of prior employment, previous experience of performing similar assignments, and other details essential to assess the qualification of such an employee.</p> <p>3. A copy (certified by the bidder) of a contract (memorandum, etc.) of cooperation (service delivery, etc.) with the person (s) involved, on the basis of which the Services of representing interests in international arbitrations and on the stage of enforcement of arbitral decisions are provided.</p>
<p>2. Experience in the performance of similar contracts</p>	<p>1. A bidder and the person(s) involved (in case of their involvement) must have an experience of:</p> <ul style="list-style-type: none"> <li>- successful representation of clients' interests in disputes between investors and states or persons, whose state share in the authorized capital exceeds 50% ,</li> <li>and</li> <li>- enforcement of arbitral decisions (including by foreclosure on the property and assets of the defendants in foreign jurisdictions)</li> </ul>	<p>1. Bidder-authenticated copies of international arbitral decisions (without disclosing confidential information and personal data of clients) in cases of representing clients' interests in disputes between investors and states or persons, whose state share in the authorized capital exceeds 50%, when the clients' interests were represented by the bidder;</p> <p>a free-format statement of the bidder with a total number of legal procedures of the bidder and/or the person (s) involved (in case of their involvement) in courts, international arbitrations in cases of representing</p>

	2. Recognition of the bidder by international ratings in dispute resolution and/or international arbitration practices (confirmed by the bidder if available).	<p>clients' interests in disputes between investors and states or persons, whose state share in the authorized capital exceeds 50%, when the clients' interests were represented by the bidder, indicating the number of successful cases with a detailed litigation description (without disclosing confidential information and personal data of the clients);</p> <p>a free-format statement by the bidder on the number of arbitrarily executed by him and/or involved person (s) (in case of his/their involvement) arbitration decisions.</p> <p>2. A printout from official international rating site confirming the presence of the bidder in international ratings of investment dispute resolution in international arbitration (confirmed by the bidder if available).</p>
3. Impeccable business reputation	The corpus of verified information about the entity, which enables a conclusion that it operates in accordance with legislation.	Reference letters from at least three (3) clients, to which the bidder provided services of representing clients' interests in disputes between investors and states or persons, whose state share in the authorized capital exceeds 50% and enforcement of arbitral decisions (including by foreclosure on the property and assets of the defendants in foreign jurisdictions).

**Other Requirements for Bidders \***  
General Data of a Bidder

№	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	

(position, full name of the authorized person of the Bidder)

(signature)

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 is not registered in any of offshore zones. The list of offshore zones is established by the Cabinet of Ministers of Ukraine.	A statement of any form signed by the authorized officer confirming that the bidder is not registered in offshore zones.
4. 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.
5. 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.
6. The individual bidder or the chief executive officer of the corporate bidder has not been prosecuted for perpetrating a corruption offence.	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 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 <a href="http://corrupt.informjust.ua/">http://corrupt.informjust.ua/</a> in respect of the individual bidder / the chief executive officer of the corporate bidder.

<p>7. 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>8. 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 not earlier than the beginning of tender proposals.</p>
<p>9. 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.’</p>	<p>An excerpt from the Single State Register of Legal Entities, Sole Traders and Public Associations, or a print-screen from the website <a href="https://usr.minjust.gov.ua/ua/freesearch">https://usr.minjust.gov.ua/ua/freesearch</a>. 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.</p>
<p>10. The bidder does not have any debt related to the payment of taxes, duties, and fees unless such a bidder has taken measures to installment and deferment of such arrears in the manner and under the conditions specified by the legislation of the country of registration of the bidder.</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>11. The bidder is a person to whom a sanction has been applied in the form of a ban on public procurement of goods, works and services in accordance with the Law of Ukraine "On Sanctions";</p>	<p>A statement in any form signed by the authorized person of the bidder that the bidder has not been sanctioned in the form of a ban on public procurement of goods, works and services in accordance with the Law of Ukraine "On Sanctions".</p>
<p>12. The official (authorized) person of the bidder of the procurement procedure, who is authorized by the bidder to represent his interests during the procurement procedure, the natural person who is the bidder, was brought to justice for committing an offense related to the use of child labor or any form of human trafficking;</p>	<p>Certificate in any form signed by the authorized person of the participant about the head / official (official) of the participant of the procurement procedure, who is authorized by the participant to represent his interests during the procurement procedure was not prosecuted for committing an offense related to the use of child labor or any form of human trafficking.</p>

13. The Bidder exercises business in accordance with provisions of its constituting documents.	A copy of constituting documents authenticated with the signature of the authorized officer of the bidder.
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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 the services of legal proceedings in international arbitrations and other actions regarding recovery of damages to be applied to Russian Federation for the losses of investments by JSC “DELTA BANK” on the territory of Autonomous Republic of Crimea caused by bank expropriation, nationalization or exposition to measures with consequences equal to expropriation by Russian Federation, providing the stated recovery (including foreclosure of property and assets of Russian Federation in foreign jurisdictions), 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 Fund 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 interests of the Russian Federation and legal entities under its control in cases against Ukraine, the Russian Federation, legal entities under its control and any third parties in disputes or legal relations against DGF and the Bank under liquidation procedure by the Fund in respect of which the Services will be provided (including representing interests of owners and/or other related parties of the banks under liquidation by the Fund, persons).

(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 working 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.

(name of the bidder) 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 DGF and the Bank in respect of which the Services will be provided, to the benefit of its private interests or private interests of the third parties.

\_\_\_\_\_  
*(position, full name of the authorized person of the Bidder)*

\_\_\_\_\_  
*(signature)*

## Covenant of Integrity

We 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 Service Delivery and we undertake to inform the Fund and/or the Banks if any incident of any such prohibited practice is brought to 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 DGF the right to review the information submitted in its composition.

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*(position, full name of the authorized person of the Bidder)*

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*(signature)*

## Confidentiality Agreement

Kyiv \_\_\_\_\_, '\_\_\_', 2020

The PUBLIC JOINT STOCK COMPANY "DELTA BANK" (hereinafter referred to as the 'Insolvent bank') represented by Kadyrov Vladyslav Volodymyrovych, an authorized DGF officer for liquidation of PJSC "DELTA BANK", who acts on the basis of the Law of Ukraine 'On Households Deposit Guarantee System', as the first party and

\_\_\_\_\_, (hereinafter referred to as the 'Specialist') represented by \_\_\_\_\_, who acts on the basis of \_\_\_\_\_, as the second party (hereinafter jointly to be referred to as the 'Parties' and separately 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 DGF.

1.2. The Parties have agreed that any information obtained by the Specialist from the Insolvent Bank and/or 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 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 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 DGF when taking measures aimed at employing the Specialist for the provision of services regarding recovery of damages to be applied to Russian Federation for the loss of investments by the Insolvent bank on the territory of Autonomous Republic of Crimea caused by bank expropriation, nationalization or exposition to measures with consequences equal to expropriation by Russian Federation, providing the stated recovery (including foreclosure of property and assets of Russian Federation in foreign jurisdictions) (hereinafter referred to as the 'Services').

### **3. Duties of the Parties**

3.1. The Insolvent Bank and/or DGF undertake:

3.1.1. To provide the Specialist with information in amounts determined by the Insolvent Bank and/or DGF within 5 business days of entry into this Agreement (by granting access to the premises of the Insolvent Bank and/or 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 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 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 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 of legal proceedings in international arbitrations and other actions regarding recovery of damages to be applied to Russian Federation for the loss of investments by the Insolvent bank on the territory of Autonomous Republic of Crimea caused by bank expropriation, nationalization or exposition to measures with consequences equal to expropriation by Russian Federation, providing the stated recovery (including foreclosure of property and assets of Russian Federation in foreign jurisdictions);

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

Deputy Managing Director

\_\_\_\_\_ V.V. Novikov

### Specialist

Location: \_\_\_\_\_

Identification code \_\_\_\_\_

Bank code \_\_\_\_\_

Account number \_\_\_\_\_

\_\_\_\_\_ (position, full name)

### Insolvent bank:

JSC «DELTA BANK»

Location:

38 Druzhby Narodiv Blvd., Kyiv

EDRPOU code 34047020

IBAN: №

UA 663000010000032078115901026

in the National Bank of Ukraine

authorized officer for liquidation of

JSC «DELTA BANK»

\_\_\_\_\_ V.V. Kadyrov

### Service Delivery Strategy Plan

<b>List of Activities to Achieve Service Delivery Results</b>								
<b>Stage</b>	<b>Activity</b>	<b>Actions of the Contractor</b>	<b>Regulatory/ Legal Basis</b>	<b>Engagement of the Third Parties (так/ні)*</b>	<b>Approximate deadline</b>	<b>Expected result</b>	<b>Success probability (%)</b>	<b>Alternative measures at the implementation stage **</b>

If a person-investor is involved in financing the Services, the bidder shall submit the following information about the person:

<b>Name</b>	<b>Location</b>	<b>Authorized person</b>	<b>Details of the written consent on consideration the possibility of his involvement in the Service Delivery</b>	<b>E-mail address, telephone number</b>

\* ‘Engagement of the Third Parties (yes/no)’—if ‘yes,’ then specify the name of the third party to be involved and activities, in which this party specializes.

\*\* To be filled in upon receipt by the Contractor of arbitration decision (s).

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*(position, full name of the authorized person of the Bidder)*

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*(signature)*







<b>Criterion</b>		Maximum score (1)	Minimum acceptable % (of max).	<b>Bidder 1</b>		<b>Bidder 2</b>		<b>Bidder 3</b>		<b>Bidder 4</b>		<b>Bidder 5</b>	
				Estimate d level (2)	Score (1) × (2)	Estimate d level (2)	Score (1) × (2)	Estimate d level (2)	Score (1) × (2)	Estimate d level (2)	Score (1) × (2)	Estimated level (2)	Score (1) × (2)
				<b>1</b>		<b>1</b>		<b>1</b>		<b>1</b>		<b>1</b>	

