

Deposit Guarantee Fund

APPROVED

**by the Tender Committee Meeting
Minutes**

No. 220/20 May 21, 2020

Chair of the Tender Committee

S. V. Rekrut_____

AMENDMENTS TO THE 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 losses of investments by banks under DGF liquidation procedure which is to be completed in the year 2020, 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 by means of property and asset foreclosure of Russian Federation in foreign jurisdictions)

Kyiv 2020

The Deposit Guarantee Fund reports the following amendments to the Tender Documents on the procurement of services of legal proceedings in international jurisdictions and other actions regarding recovery of damages to be applied to Russian Federation for the losses of investments by banks under liquidation procedure by DGF which is to be finished 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 by means of property and asset foreclosure of Russian Federation in foreign jurisdictions) (hereinafter referred to as the ‘Tender Documents’).

1. Paragraph three of point 6.2. of the Tender Documents shall be worded as follows:

- “ a written confirmation from a bidder on reviewing all the documents available in 18 (eighteen) banks concerning the procurement item”

2. Table 1 of Annex 1 of the Tender Documents shall be worded/recorded as follows

«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, UAH	Quantity	Balance cost, UAH		
1	PAT “KB ‘PIVDENKO MBANK’”	1	53 025,42	0	0,00	17 Sichovykh Striltsiv Str, Kyiv 04053	Startseva Tetyana Volodymyrivna, (044) 333-36-22
2	AT “ZOLOTI VOROTA BANK”	3	3 045 061,12	0	0,00	17 Sichovykh Striltsiv Str, Kyiv 04053	Startseva Tetyana Volodymyrivna, (044) 333-36-22
3	PAT “KB AKTIV-BANK”	2	213 914 252,10	0	0,00	17 Sichovykh Striltsiv Str, Kyiv 04053	Startseva Tetyana Volodymyrivna, (044) 333-36-22
4	PAT “AKTABANK”	170	887 306,96	0	0,00	17 Sichovykh Striltsiv Str, Kyiv 04053	Startseva Tetyana Volodymyrivna, (044) 333-36-22
5	PAT “KAMBIOBANK”	2	5 236 232,16	1	8 079 500,00	17 Sichovykh Striltsiv Str, Kyiv 04053	Startseva Tetyana Volodymyrivna, (044) 333-36-22

							(044) 333-36-22
6	PAT “VABBANK”	64	434 636 365,26	1	787 219,70	35 O. HoncharaStr, Kyiv 01054	Lunyo Illya Viktorovych, (097) 517-78-84
7	PAT “ZLATOBAN K”	6	11 274 772,49	0	0,00	17 Sichovykh Striltsiv Str, Kyiv 04053	Karachentsev Artem Yuriyovych, (044) 333-36-55, 0 800 308-108
8	PAT “IMEKSBAN K”	1 471	76 113 571,72	0	0,00	11-A Khoryva Str, Kyiv 04071	Matviyenko Andriy Anatoliyovych, (044) 545-66-50
9	PAT “KREDITPR OMBANK”	21	200 561,04	0	0,00	48 Dehtyarivska Str, Kyiv 04112	Lunyo Illya Viktorovych, (097) 517-78-84
10	PAT “KB NADRA”	290	1 292 940 728,57	13	36 966 321,06	15 Sichovykh Striltsiv Str, Kyiv 04053	Bila Iryna Volodymyrivna, (044) 499-05-46, (044) 499-05-40
11	PAT “ENERGOB ANK”	50	114 339 882,92	0	0,00	9/9 Lyuteranska Str, apt. 5-a, Kyiv 0100	Palamarchuk Vitaliy Vitaliyovych, (044) 201-69-20
12	PAT “KYIVSKA RUS’ BANK”	27	104 171 542,11	6	13 526 765,84	11-A Khoryva Str, Kyiv 04071	Stryukova Iryna Oleksandrivna, (044) 379-17-93
13	PAT “NATIONAL CREDIT BANK	8	1 142 487,73	5	3 274 789,75	б-р Шевченка, 35, м. Київ, 01032	Palamarchuk Vitaliy Vitaliyovych, (044) 201-69-20
14	PAT “AKB CAPITAL”	0	0,00	1	318 989,35	15 Sichovykh Striltsiv Str, Kyiv 04053	Bila Iryna Volodymyrivna, (044) 499-05-46, (044) 499-05-40
15	PAT “RADIKAL BANK”	8	1 935 812,21	0	0,00	17 Sahaydachnoho Str, Kyiv 04070	Matviyenko AndriyAnatoliyovy ch, (044) 390-02- 63, (044) 390-02-66
16	PAT “INTEGRAL- BANK”	1	38 005 506,86	0	0,00	4 I. Lepse Blvr (Vatslav Gavel) (AT “NK BANK”	Palamarchuk Vitaliy Vitaliyovych,

						facilities), Kyiv 03067	(044) 201-69-20
17	AT “FINANCE AND CREDIT BANK”	244	3 999 035 953,65	6	48 768 321,00	48 Dehtyarivska Str, Kyiv 04112	Mikhno Serhiy Semenovych, (044) 594-83-30; (044) 391-15-84
18	PAT “VBR”	34	35 727 785,56	0	0,00	17 Sichovykh Striltsiv Str (2 floor), Kyiv 04053	Mikhno Serhiy Semenovych, (044) 594-83-30; (044) 391-15-84
TOTAL:		2 402	6 332 660 847,8 8	33	111 721 906,70		

”

3. Annex 5 of the Tender Documents shall be worded as follows:

«Annex 5

Confidentiality Agreement

Kyiv

_____ ‘___’, 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 “KB PIVDENKOMBANK” represented by Novikov Victor Volodymirovich, Deputy Managing Director of the Deposit Guarantee Fund, who acts on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “BANK ZOLOTI VOROTA” represented by Novikov Victor Volodymirovich, Deputy Managing Director of the Deposit Guarantee Fund, who acts on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “KB AKTIV-BANK” represented by Novikov Victor Volodymirovich, Deputy Managing Director of the Deposit Guarantee Fund, who acts on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “AKTABANK” represented by Novikov Victor Volodymirovich, Deputy Managing Director of the Deposit Guarantee Fund, who acts on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “BANK KAMBIO” represented by Novikov Victor Volodymirovich, Deputy Managing Director of the Deposit Guarantee Fund, who acts on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “VSEUKRAINSKYI AKTSIONERNYI BANK” represented by Lunyo Illya Viktorovych, an authorized DGF officer for liquidation of PJSC “VAB BANK”, acting on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “ZLATOBANK” represented by Karachentsev Artem Yuriyovych, an authorized DGF officer for liquidation of JSC “ZLATOBANK”, acting on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “IMEXBANK” represented by Matviyenko Andriy Anatoliyovych, an authorized DGF officer for liquidation of JSC “IMEXBANK”, acting on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “KREDITPROMBANK” represented by Lunyo Illya Viktorovych, an authorized DGF officer for liquidation of PJSC “KREDITPROMBANK”, acting on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “KB Bank “NADRA” represented by Bila Iryna Volodymyrivna, an authorized DGF officer for liquidation of PJSC “KB Bank “NADRA”, acting on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “ENERGOBANK” represented by Palamarchuk Vitaliy Vitaliyovych, an authorized DGF officer for liquidation of PJSC “ENERGOBANK”, acting on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “BANK “KYIV RUS” represented by Stryukova Iryna Oleksandrivna, an authorized DGF officer for liquidation of PJSC “BANK “KYIV RUS”, acting on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “BANK “NATIONAL CREDIT” represented by Palamarchuk Vitaliy Vitaliyovych, an authorized DGF officer for liquidation of PJSC “BANK “NATIONAL CREDIT”, acting on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “AKB “CAPITAL” represented by Bila Iryna Volodymyrivna, an authorized DGF officer for liquidation of PJSC “AKB “CAPITAL”, acting on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “RADYKAL BANK” represented by Matviyenko Andriy Anatoliyovych, an authorized DGF officer for liquidation of PJSC “RADYKAL BANK”, acting on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “INTEGRAL-BANK” represented by Palamarchuk Vitaliy Vitaliyovych, an authorized DGF officer for liquidation of PJSC “INTEGRAL-BANK”, acting on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “BANK “FINANCE AND CREDIT” represented by Mikhno Serhiy Semenovych, an authorized DGF officer for liquidation of JSC “BANK “FINANCE AND CREDIT”, acting on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’.

the PUBLIC JOINT STOCK COMPANY “VSEUKRINSKYI BANK ROZVYTKU” represented by Mikhno Serhiy Semenovych, an authorized DGF officer for liquidation of PJSC “VBR”, acting on the basis of the Law of Ukraine ‘On the Household Deposit Guarantee System’, (hereinafter jointly – the Insolvent Bank)

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 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 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 regarding recovery of damages to be applied to Russian Federation for the losses of investments by Insolvent banks 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 by means of property and asset foreclosure of Russian Federation in foreign jurisdictions) (hereinafter referred to as the 'Services').

3. Duties 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 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 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 by means of property and asset foreclosure 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

_____ Locati

on:

_____ Identification code _____

_____ Bank code _____

_____ Account number _____

_____ (position, full name)

Insolvent Bank:

PJSC «KB «PIVDENKOMBANK»

Location:

17 Sichovykh Striltsiv St., Kyiv
EDRPOU code 19358767

Deputy managing director

_____ V.V. Novikov

PJSC «KB «AKTIV-BANK»

Location:

17 Sichovykh Striltsiv St., Kyiv
EDRPOU code 26253000

Deputy managing director

_____ V.V. Novikov

PJSC «VAB BANK»

Location:

35 Honchara St., Kyiv
EDRPOU code 19017842Authorized officer for liquidation of PJSC
«VAB BANK»

_____ I.V. Lunyo

JSC «ZLATOBANK»

Location:

17 Sichovykh Striltsiv St., Kyiv
EDRPOU code 35894495Authorized officer for liquidation of JSC
«ZLATOBANK»

_____ A.Y. Karachentsev

PJSC «CREDITPROMBANK»

Location:

48 Dehtyarivska St., Kyiv
EDRPOU code 21666051Authorized officer for liquidation of PJSC
«CREDITPROMBANK»

_____ I.V. Lunyo

PJSC «ENERGOBANK»

Location:

9/9 Lyuteranska St., apt.5-a, Kyiv
EDRPOU code 19357762Authorized officer for liquidation of PJSC
«ENERGOBANK»**PJSC «ZOLOTI VOROTA BANK»**

Location:

17 Sichovykh Striltsiv St., Kyiv
EDRPOU code 20015529

Deputy managing director

_____ V.V. Novikov

PJSC «AKTABANK»

Location:

17 Sichovykh Striltsiv St., Kyiv
EDRPOU code 35863708

Deputy managing director

_____ V.V. Novikov

PJSC «KAMBIO BANK»

Location:

17 Sichovykh Striltsiv St., Kyiv
EDRPOU code 26549700

Deputy managing director

_____ V.V. Novikov

JSC «IMEXBANK»

Location:

11-A Khoryva St., Kyiv
EDRPOU code 20971504Authorized officer for liquidation of JSC
«IMEXBANK»

_____ A.A. Matviyenko

PJSC «KB «NADRA»

Location:

15 Sichovykh Striltsiv St., Kyiv
EDRPOU code 20025456Authorized officer for liquidation of PJSC «KB
«NADRA»

_____ I.V. Bila

PJSC «AKB «CAPITAL»

Location:

15 Sichovykh Striltsiv St., Kyiv
EDRPOU code 13486837Authorized officer for liquidation of PJSC «AKB
«CAPITAL»

_____ V.V. Palamarchuk

PJSC «BANK KYIVSKA RUS»

Location:

11-A Khoryva St., Kyiv
EDRPOU code 24214088

Authorized officer for liquidation of PJSC
«BANK KYIVSKA RUS»

_____ I.O. Stryukova

PJSC «BANK «NATIONAL CREDIT»

Location:

35 Shevchenko blvd., Kyiv
EDRPOU code 20057663

Authorized officer for liquidation of PJSC
«BANK «NATIONAL CREDIT»

_____ V.V. Palamarchuk

PJSC «RADIKALBANK»

Location:

17 Sahaydachnoho St., Kyiv
EDRPOU code 36964568

Authorized officer for liquidation of PJSC
«RADIKALBANK»

_____ A.A. Matviyenko

_____ I.V. Bila

PJSC «INTEGRAL-BANK»

Location:

4 Vatslava Havela blvd., Kyiv
EDRPOU code 22932856

Authorized officer for liquidation of PJSC
«INTEGRAL-BANK»

_____ V.V. Palamarchuk

PJSC «VBR»

Location:

17 Sichovykh Striltsiv St., Kyiv
EDRPOU code 36470620

Authorized officer for liquidation of PJSC
«VBR»

_____ S.S.Mikhno

JSC «BANK «FINANCE AND CREDIT»

Location:

48 Dehtyarivska St., Kyiv
EDRPOU code 09807856

**Authorized officer for liquidation of JSC
«BANK «FINANCE AND CREDIT»**

_____ S.S.Mikhno

4. The rest of the provisions of the Tender Documents shall be left unchanged.

Chair of the Tender Committee S.V. Rekrut