

# **Deposit Guarantee Fund**

**APPROVED**

**by the Tender Committee Meeting  
Minutes**

**No. 359/21 of August 16, 2021**

**Chair of Tender Committee**

**O. Nuzhnenko\_\_\_\_\_**

**AMENDMENTS TO TENDER DOCUMENTS  
for the procurement of services on asset search and arrest, and of  
representing Deposit Guarantee Fund  
and/or PJSC «CB «NADRA» in judicial (criminal, civil,  
commercial) proceedings in respect of the recovery of damage (losses) caused  
to PJSC «CB «NADRA» 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 2021**

The Deposit Guarantee Fund has announced the following changes to Tender Documents for the procurement of services on asset search and arrest, and of representing Deposit Guarantee Fund and/or PJSC «CB «NADRA» in judicial (criminal, civil, commercial) proceedings in respect of the recovery of damage (losses) caused to PJSC «CB «NADRA» 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 “Tender Documentation”).

1. Paragraph 4 of the Tender Documentation shall be phrased in the following wording:

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

Option 1	<i>Option 2</i>
<p><b>Cost of the Services:</b> A success fee of _____% of the amount that will be actually collected by the Contractor to the benefit of the DGF and/or Bank from related parties of the insolvent bank as recovery of losses.</p> <p><b>The procedure for payment:</b> 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 DGF and/or Bank 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 Bank as compensation for the damage (losses) caused to the Bank and/or its creditors by related to the Bank persons (owners, managers and / or other persons designated by part one of 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</p>	<p><b>Cost of the Services:</b> 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 Client; - a success fee of _____% of the amount that will be actually collected by the Contractor to the benefit of the Bank`s 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><b>The procedure for payment:</b> Services are paid as follows: - an advance fee (fixed amount) of UAH _____ (however, not exceeding an amount of UAH 1 500 000,00) 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 Client – in the amount of _____ UAH / h the cost of the work of lawyers involved in</p>

<p>amount of financing of the Services approved by the Client) shall be deducted and paid.</p> <p>- 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 to the Bank and/or its creditors by related to the Bank 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>litigation (including the cost of the work of lawyers involved by the Contractor);</p> <p>- the Contractor shall receive an amount of success fee (in percentage) from an amount of funds actually received as compensation 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 Client 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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**If the participant chooses option 1 of the cost of Services and procedure for payment the price of the tender must include all necessary taxes, fees, mandatory payments, technical costs (duties, notarization of documents, translation, technical costs (duties, notarization of documents, translation, extracts / extracts from state registers, business trips, transportation, copying of documents, courier services, etc.), and other costs associated with the provision of Services.**

**If the participant chooses option 2 of the cost of Services and procedure for payment the price of the tender must include all necessary taxes, fees, mandatory payments.**

The aggregate fee of the Contractor’s success fee (in percentage) provided for in Option 2 of the cost of Services and procedure for payment 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 «CB «NADRA» and the amount of proceeds:

<u>Up to 3 years</u>		<u>From 3 to 5 years</u>		<u>From 5 to 7 years</u>		<u>From 7 years</u>		
remuneration, %	remuneration, UAH	remuneration, %	remuneration, UAH	remuneration, %	remuneration, %	remuneration, UAH	remuneration, %	remuneration, UAH
0,8	≤ 165 236 595,44	0,68	≤ 140 451 106,12	0,56	≤ 115 665 616,81	0,4	≤ 82 618 297,72	≤ 20% of the property shortage
1,6	≤ 330 473 190,88	1,36	≤ 280 902 212,25	1,12	≤ 231 331 233,61	0,8	≤ 165 236 595,44	≤ 40% of the property shortage
2,4	≤ 495 709 786,32	2,04	≤ 421 353 318,37	1,68	≤ 346 996 850,42	1,2	≤ 247 854 893,16	≤ 60% of the property shortage
3,2	≤ 660 946 381,76	2,72	≤ 561 804 424,49	2,24	≤ 462 662 467,23	1,6	≤ 330 473 190,88	≤ 80% of the property shortage
4,0	≤ 826 182 977,20	3,4	≤ 702 255 530,62	2,8	≤ 578 328 084,04	2,0	≤ 413 091 488,60	≤ 100% of the property shortage

2. Annex 2 to the Tender Documentation shall be phrased in the following wording:  
Annex 2

## QUOTATION

\_\_\_\_\_ submits herewith its quotation for the provision of services of representing the Deposit Guarantee Fund and/or PJSC «CB «NADRA» in judicial (criminal, civil, commercial) proceedings in respect of the recovery of the damage (losses) caused to PJSC «CB «NADRA» (hereinafter referred to as the 'Bank' as appropriate as well), and/or its creditors by the Bank`s 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 on the basis of the following quotation:

<b>Procurement item</b>	<b>Calculation method</b>	
	<b>Option 1</b>	<b>Option 2</b>
	<b>Fee, %</b>	<b>Advance fee (UAH), cost reimbursement (UAH per hour), fee (%)</b>
Services of representing the Deposit Guarantee Fund and/or PJSC «CB «NADRA» in judicial (criminal, civil, commercial) proceedings in respect of the recovery of the damage (losses) caused to PJSC «CB «NADRA» and/or its creditors by the Bank`s 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 reimbursement of UAH ____ per hour*
		Fee ____%

If the above quotation is accepted, we undertake to sign a Service Delivery Contract with 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.

\*The participant indicates the maximum cost for reimbursement of expenses of the participant`s employee / involved specialist, which is specified in the Hourly pay for specialists.

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

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

3. Paragraph 9.1. of the Tender Documentation shall be phrased in the following wording:

«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”). Herewith each of the envelopes must provide electronic media (CD, USB drive or other storage media), which contain scanned copies of the documents (except for Envelope 3 Price offer).

The following data must be provided on the envelope:

- 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 Client;
- procurement item;
- complete identification of the bidder, its address, identification code, contact phone numbers, and email 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”.».

4. Paragraph 9.2. of the Tender Documentation shall be phrased in the following wording:

«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 Banks, and the DGF in the format of Annex 5;
- electronic media (CD-disk, USB-drive or other media), which contains scanned copies of documents provided in Envelope 1.

In the Envelope 2:

- a Service Delivery Strategy Plan in the format of Annex 6;
- electronic media (CD-disk, USB-drive or other media), which contains scanned copies of documents provided in Envelope 2.

In the Envelope 3:

- a quotation in the format of Annex 2;
- tariffs offered by the participant in any form (in terms of reimbursement) for each participant’s employee / involved specialist depending on the level of qualification (hereinafter referred to as “Hourly pay for specialists”) – if the participant chooses Option 2 calculation of the cost of Services provided for in clause 4 of the Tender Documentation.

9.2.1. After receiving the participants’ bids, the working group of the Tender Committee will follow the procedure of “disclosure of tender proposals” on the day and at the time specified in clause 8.2. of the Tender Documentation. Participants who

have submitted bids may take part in this procedure, including by videoconference, having previously sent to the e-mail addresses specified in clause 1.4. of the Tender Documentation, the relevant notice and documents confirming the powers of the representative. The procedure of “disclosure of tender proposals” means checking the tenders of participants for the presence / absence of documents in their composition without checking their content. The results of the procedure disclosure of tender proposals” are recorded in the minutes, which all participants sign.».

5. All other provisions of the Tender Documentation remain unchanged.

**O. NUZHENKO, Chair of the Tender Committee**