

**REQUIREMENTS TO BANK GUARANTEE
(SECURITY FOR TENDER OFFER)**

1. The original bank guarantee shall be executed in electronic form, according to the established requirements to electronic document circulation and electronic digital signature, and contain an electronic digital signature of the authorized representative of the guarantor bank in accordance with the provisions of the Regulation on the application of the electronic signature in the banking system of Ukraine, approved by the Resolution No. 78 by the Board of the National Bank of Ukraine, dd. 14.08.2017.

2. Given below are the requirements applied to guarantor banks/counter-guarantors, whose guarantees/counter-guarantees are used to secure tender offers:

2.1. The guarantor bank/counter-guarantor bank cannot be included in the list of legal entities subject to special economic or other restrictive sanctions imposed by the state authorities of Ukraine, the US or EU countries;

2.2. The guarantor bank shall be a resident of Ukraine in which the state directly or indirectly owns more than 75% of its authorized capital, or which has a long-term credit rating according to the national scale at the level not below "uaAA" (in case of absence of a rating on a national scale for banks of foreign banking groups, the rating of parent foreign bank groups established by one of the rating companies (Fitch, Moody's, S&P) shall be not below than the raised investment class (A- or higher));

2.3. The counter-guarantor bank may be both a resident of Ukraine and a non-resident of Ukraine. If the counter-guarantor bank is a non-resident of Ukraine, such counter-guarantor bank shall have a credit rating from one of the rating companies (Fitch, Moody's, S&P) not below the raised investment class (A- or higher). In this case, according to the requirements of Clause 69, Part 71, the Regulation on the procedure of banks' operations with guarantees in national and foreign currencies, approved by the Resolution No. 639 of the Board of the National Bank of Ukraine, dd. 15.12.2004, the reliability of the counter-guarantee shall be verified, and the rating and financial condition of the counter-guarantor bank shall be analyzed, by the guarantor bank (resident).

3. The details of the bank guarantee shall comply with the requirements of the current laws of Ukraine, the terms and conditions of this tender documentation. In particular, the bank guarantee shall contain the details specified in paragraph 26, the Regulation on the procedure of banks' operations with guarantees in national and foreign currencies, approved by the Resolution No. 639 of the Board of the National Bank of Ukraine, dd. 15.12.2004, and also contain the following:

- reference to this tender documentation, name of procurement subject, number of announcement of procurement procedure, posted in the electronic procurements system;
- name of beneficiary's bank - its name and address, SWIFT code (BIC code) or telex number (as appropriate);
- full name of the guarantor bank, with indication of the principal and/or central department, other structural unit of the bank, official address of location, MFO and identification code/number;
- name of currency used to provide the guarantee, in words, and as numeric or alphabetic code of the foreign currency, in accordance with the Classifier of Foreign Currencies and Banking Metals, approved by the Resolution No. 34 of the Board of the National Bank of Ukraine, dd. 04.02.1998;
- irrevocable obligation of the guarantor bank, according to which, during five banking days from the date of the guarantor bank's receipt of the first written request from the beneficiary (customer), to pay to the beneficiary the amount of money specified in the request, which is equal to the amount of security for the tender offer, without the need for the beneficiary to substantiate such request, provided that the request should indicate that the amount requested is to be paid due

to circumstances under which the beneficiary is entitled to request such payment, as defined in Part 3, Article 24, the Law of Ukraine “On Public Procurements”;

- stipulation that the amending of the text of the bank guarantee shall be made based on a written agreement between the principal, the beneficiary and the guarantor bank;
- indication that the obligation under the bank guarantee cannot be revoked, transferred or assigned without the prior consent from the guarantor bank, the principal and the beneficiary;
- indication of the web-sites, links thereof, methods of checking of the electronic digital signature (EDS), and name of the software complex applied by the guarantor bank to issue EDS. Such details are necessary to verify the electronic digital signature (EDS) of this bank guarantee, and are to be presented in the notes or headers at the end of the bank guarantee.

4. The text of the bank guarantee may not contain:

- any conditions for entry into force of the guarantee under the circumstances the occurrence of which cannot be determined by the beneficiary;
- any conditions for reducing the liability of the guarantor bank in any case (except for cases where the customer's (beneficiary's) request does not meet the terms of the guarantee, or there is a delay in submitting the request);
- any conditions complicating the procedure for payment by the guarantor bank of the amount of the guarantee (additional confirmation of the powers of the signatory, receipt of any confirmations regarding the legality of the recovery of the security of the tender offer, etc.);
- any conditions that do not correspond or contradict the requirements of the tender documentation;
- any additional conditions for termination of obligations of the guarantor bank, other than those determined by the law and the text of the bank guarantee;
- any conditions for withdrawal of the bank guarantee provided by the guarantor bank.

5. Presented below is the approximate form of the bank guarantee:

Bank Guarantee No. _____

Place of execution _____ Date of issue _____
(city/town) (date)

As regards the procurement procedure _____, which, according
(subject of procurement)
to the notice of scheduled procurement No. _____, posted at the web-site of the
(no. of procurement procedure)

Authorized body, is carried out by the Joint-Stock Company “Ukrtransgaz”, represented by the Affiliation, “Operator of Gas Transportation System of Ukraine”, (address of location – Kyiv, Klovskiy Uzviz St., 9/1), USREOU core 41635376, hereinafter - the Beneficiary, we have been informed that our customer,

(full name of principal, address of location)

USREOU code _____, hereinafter - the Principal, has forwarded to the Beneficiary
(USREOU code of principal)
its tender offer on the above subject of procurement, hereinafter - the Offer.

We further acknowledge that, pursuant of the requirements of the tender offer

(reference to item, section or annex of tender documentation)

approved by minutes of tender committee meeting dd. _____ No. _____
(date) (minutes no.)

(as may be subsequently amended by the Beneficiary), the Principal is to provide the bank guarantee to the Beneficiary in the amount of _____
(currency of payment) (amount, in figures)

(_____), as security for
(amount, in words)

the fulfillment of the Principal’s obligation as the participant of the procurement procedure (security for tender offer).

In view of the above, we, _____,
(full name of guarantor bank, indicating chief or central department, or other structural division of bank)
MFO _____, USREOU code _____, _____,
(indicate number) (indicate code) (index)
official address of location:

_____, _____, _____,
(city/town) (street) (building/house)
hereinafter - the Guarantor Bank, hereby irrevocably undertakes to pay, during the period of five banking days, the amount of guarantee of _____,
(currency of payment) (amount in figures) (amount in words),

after we have received, in paper form, the original of the duly executed (signed by authorized person and sealed by Beneficiary) first written request of the Beneficiary, without any substantiation of such request by the Beneficiary, provided that the text of the request contains a stipulation that the amount requested is to be paid after occurrence of one of the following circumstances: the Principal has withdrawn its tender offer after expiry of the term for submission, but before expiry of the term during which tender offers are considered valid; and/or, the Principal winning the bidding has not signed the procurement contract; and/or the Principal winning the bidding has not provided, during the term specified in Paragraph 2, Article 17, the Law of Ukraine "On Public Procurements", the documents confirming the absence of the grounds specified in Paragraphs 2, 3, 5, 6 and 8, Part 1, Article 17, the Law of Ukraine "On Public Procurements"; and/or, the Principal winning the bidding has not provided the security for fulfillment of the procurement contract upon receipt of a notice of intention to conclude a contract, if such security is to be required by the provisions of the tender documentation.

The term of validity of this bank guarantee shall expire on _____ 20____,
(date)
so any requests hereunder are to be submitted by no later than ____:____ Kyiv time, of the said date.
(time)

You are to submit your request to us via the

_____, address of location:
(name of beneficiary's bank)
_____, _____, _____, SWIFT code: _____,
(code) (city/town) (street) (building/house) (code)

hereinafter - the Beneficiary's Bank, which is to confirm the authenticity of signatures on the request and the powers of the signees to the request.

We shall reduce the maximum amount of guarantee by every amount paid by the Guarantor Bank under this guarantee.

In case of violation of its obligations by the Guarantor Bank under this bank guarantee, the Guarantor Bank's liability shall not be limited to the amount of the bank guarantee. In case of the Guarantor Bank's non-fulfillment or improper fulfillment of its obligations under this guarantee for transfer of funds in accordance with the written requirements of the Beneficiary, the Guarantor Bank shall pay to the Beneficiary a penalty in the amount of the double discount rate of the National Bank of Ukraine applied to the scope of unfulfilled or inadequately fulfilled obligations of the Guarantor Bank under this bank guarantee, per each day of delay.

Any changes to the text of the bank guarantee may be made under a written agreement between the Principal, the Beneficiary and the Guarantor Bank, according to the procedure and based on the terms and conditions stipulated in the Regulation on the procedure of banks' operations with guarantees in national and foreign currencies, approved by the Resolution No. 639 of the Board of the National Bank of Ukraine, dd. 15.12.2004.

The term of validity of this guarantee shall be deemed terminated and this bank guarantee shall be returned to the Principal during five banking days from the date of one of the following circumstances: expiry of the period of validity of security for the tender offer, as detailed in the tender documentation; and/or the conclusion of a procurement contract with the participant winning the tender; and/or, the withdrawal of the tender offer before expiry of the period for submission thereof; and/or, the termination of the procurement procedure in case of failure to conclude a procurement contract with any of the participants that have submitted the tender offers.

The Beneficiary may return this guarantee to the Principal (cancel the guarantee) by forwarding to the electronic mail address (subject to the requirements regarding the EDS) and/or to the ordinary mail address of the Principal a notice of cancellation of this bank guarantee.

In case of expiry or cancellation of this bank guarantee, the Beneficiary shall forward a relevant notice to the electronic mail address (subject to the requirements regarding the EDS) and/or to the ordinary mail address of the Principal.

This guarantee shall not be revoked, transferred or assigned without the prior consent of the Guarantor Bank, the Principal and the Beneficiary.

Any and all disputes arising in connection with this guarantee shall be resolved in accordance with the current laws of Ukraine.

/_____/

(position, name of bank)

(signature)

(Last name and initials)

SEAL

Note: the electronic digital signature under this guarantee shall be verified by

(indicate any web-sites necessary to verify EDS, as well as relevant links, methods and means of EDS verification, name of software program applied by guarantor bank for execution of EDS, etc.)