

No.	Section I. General Provisions	
1.	Terms used in the Tender Documentation	<p>RES – Renewable energy sources TNC – Transmission Network Code IPS of Ukraine – Integrated Power System of Ukraine Tender Commission – Commission conducting the tender for the construction of generating capacities Procedure – Procedure for holding the tender for the construction of generating capacities and implementation of demand response measures, approved by Resolution No. 677 dated 10 July 2019 of the Cabinet of Ministers of Ukraine TSO – Transmission System Operator (Private Joint Stock Company “National Power Company Ukrenergo”) Ministry of Energy – Ministry of Energy of Ukraine Ministry of Energy website – https://mev.gov.ua/ TSO website – https://ua.energy/ Other terms in this Tender Documentation are used in the meaning given in the Law of Ukraine on the Electricity Market, the Transmission Network Code, the Procedure for holding the tender for the construction of generating capacities and implementation of demand response measures.</p>
2.	Information about the Tender organiser	
2.1.	Full name	Private Joint Stock Company “National Power Company Ukrenergo”
2.2.	Location	Ukraine, 01032, Kyiv, Symona Petliury Street, 25
2.3.	Officer of the Tender organiser authorised to communicate with the tenderers	Advisor Maksym Zorin Tel.: +380 (44) 249-16-17; Email: Zorin.MY@ua.energy
2.4.	Contact details of the Chairperson and Secretary of the Tender Commission	Chair of the Tender Commission: Yuryi Sheiko Tel.: +380 (44) 206-38-01; Email: irina.klochko@mev.gov.ua Secretary of the Tender Commission: Maksym Yurkov Tel.: +380 (44) 238-38-61; Email: Yurkov.MO@ua.energy
3.	Basis for holding the Tender (date and number of the decision)	Under part seven of Article 29 of the Law of Ukraine on the Electricity Market, the Cabinet of Ministers of Ukraine by CMU Resolution No. 677 dated 10 July 2019 approved the Procedure for holding the tender for the construction of generating capacities and implementation of demand response measures (hereinafter referred to as the Procedure). The Procedure establishes the process of holding the tender for the construction of generating capacities and implementation of demand response measures, which, in particular, include measures for the construction of a new generating capacity, reconstruction (modernisation) of the existing generating

		<p>capacity, and extension of the service life of nuclear power units (hereinafter referred to as the Tender).</p> <p>According to the Tender Procedure and based on the NEURC Resolution No. 337 dated 20.02.2024 on approval of the Generation Adequacy (Flexibility) Report to Cover the Forecast Electricity Demand and Necessary Reserve in 2023 (hereinafter referred to as the Report), NPC Ukrenergo proposed to hold a tender for the construction of new generating capacities.</p> <p>The necessity to build new generating capacities is prompted by the conclusions of the Report, as well as the analysis of the current state of generating capacities and operating modes of the IPS of Ukraine, which demonstrate significant problems with ensuring balance reliability due to the overload of the generation mix with baseload capacities and an acute shortage of manoeuvrable capacities, which will exacerbate if they do not develop in the future.</p>
4.	Information about the Tender	<p>According to the target scenario for the development of generating capacities outlined in the Report, it is proposed to hold a tender for the construction of new generating capacities with a total volume of 1,400 MW of highly flexible power plants with quick start-up capability to provide the IPS of Ukraine with firm reserves of secondary control (frequency restoration reserves) in two phases. The tender for the construction of the required volumes of generating capacities will be held in two stages.</p> <ul style="list-style-type: none"> - Prequalification of tenderers according to the requirements of the Tender Documentation and selection of tenders of qualified tenderers to participate in the second stage of the Tender; - Determining the successful tenderer(s) from among the qualified tenderers by selecting the best price offer according to the terms determined in this Procedure. <p>First phase of the tender involves the purchase of 700 MW divided into 2 lots: Lot 1 - 500 MW of capacity for construction in priority regions Lot 2 - 200 MW of capacity for construction in non-priority regions.</p> <p>Tender for the construction will be conducted in the regions specified in the Tender Documentation.</p>
4.1.	Name of the Tender	Tender for the construction of generating capacities.
4.2.	Geographical location and timelines of commissioning of generating capacities	<p>Given the need to enhance the reliability of individual large power nodes centers and the existing limitations of the internal network of the IPS of Ukraine, according to NPC Ukrenergo, the priority is to locate new generation facilities to the east of the above-mentioned intersections of the IPS of Ukraine, within the controlled territories of the following regions: Kyiv, Chernihiv, Cherkasy, Poltava, Sumy, Kirovohrad, Mykolaiv, Odesa, Kharkiv, Dnipropetrovsk, Zaporizhzhia, Donetsk, Luhansk and Kherson. It is also allowed to place new generation</p>

		<p>facilities within the following regions that are not classified as priorities: Ternopil, Chernivtsi, Vinnytsia, Zhytomyr, Ivano-Frankivsk, Lviv and Zakarpattia.</p> <p>The deadline to commission generating capacities is by 31.12.2027.</p>
5.	Non-discrimination of tenderers	<p>Domestic and foreign tenderers shall participate in the Tender on equal terms.</p> <p>The tenderer is a business entity or an association of business entities (statutory or contractual) that has submitted a tender in accordance with the requirements of the Tender Documentation.</p> <p>The tenderers and their warrantors (guarantors) shall not include legal or physical persons from the country recognised in accordance with the procedure established by law as an aggressor state or an occupying state in relation to Ukraine, including persons who have a controller or ultimate beneficiary on the territory of such a country</p>
6.	Information about the currency in which the tender price shall be calculated and quoted	<p>The tenderer's price offer shall be submitted in the national currency of the European Union - EURO. The tenderer's price determines the price of the contract for the provision of services to ensure the development of generating capacity, including value added tax.</p>
7.	Language of Tender Documentation	<p>The tender shall be provided in Ukrainian and English. The prevailing text shall be in Ukrainian.</p>
8.	Information about the language(s) in which tenders should be prepared	<p>The tender shall be provided in Ukrainian and English. If the tenderer submits documents in other languages as part of its tender, each of these documents shall be accompanied by a translation into Ukrainian and English, certified and/or attested in accordance with the procedure described in the Tender Documentation, and if this procedure is not described – in accordance with the procedure established by the Law of Ukraine on Notaries.</p>
Section II. Procedure for submitting requests and providing clarifications to the Tender Documentation		
1.	Procedure for Tender Documentation clarification	<p>A potential tenderer who wishes to receive any clarifications regarding the Tender Documentation may send a written request to the Tender Commission or ask questions during the meeting as set out in paragraph 2 of this section.</p> <p>Address for submitting written requests for clarification: To: Maksym Zorin, Advisor Tel.: 044-249-16-17 Email: nec-canc@ua.energy</p> <p>Responses to requests for clarification will be posted on the official websites of the Ministry of Energy and the TSO, provided that such requests have been received no later than XX days before the deadline for submitting tenders.</p> <p>Should the clarifications provided entail any changes to the Tender Documentation, such changes shall be made in accordance with paragraph 3 of this section.</p>

2.	Procedure for holding a meeting to clarify the Tender Documentation	<p>The Tender Commission invites authorised representatives of business entities that intend to participate in the Tender for the construction of a new generating capacity to the meeting on the requirements for Tender Documentation, the terms of contracts, and the procedures that all tenderers shall comply with.</p> <p>The date, time and venue of such a meeting will be advised in the notice posted on the official website of the Ministry of Energy and the TSO.</p>
3.	Modification of the Tender Documentation	<p>The Tender Commission may decide to modify the Tender Documentation, and such modification shall be approved by the minutes of meeting of the Tender Commission.</p> <p>If such a decision is made, the modified Tender Documentation shall be published in Ukrainian and English on the official websites of the Ministry of Energy and the TSO no later than 30 days before the deadline for submitting tenders.</p> <p>Also, after the meeting as set out in paragraph 2 of this section, the Tender Commission may decide to modify the Tender Documentation, and such modification shall be approved by the minutes of meeting of the Tender Commission. If such a decision is made, the modified Tender Documentation shall be published in Ukrainian and English on the official websites of the Ministry of Energy and the TSO no later than 15 calendar days from the date of the meeting.</p> <p>In case of conflict between the texts in Ukrainian and English, the Ukrainian text shall prevail.</p> <p>The Tender Documentation shall not be subject to any changes in terms of the conditions established by the relevant decision of the Cabinet of Ministers of Ukraine on holding the tender.</p> <p>Based on the results of the meeting in accordance with the paragraph 2 of this section, the Tender Commission may decide to initiate amendments to the Order of the Cabinet of Ministers of Ukraine dated 13.07.2024 No. 756-r on the Tender.</p>
Section III. Instructions for the Tender Preparation and Submission		
1.	Information about the Tender and the method of submitting tenders	<p>The Tender is held in two stages:</p> <ol style="list-style-type: none"> 1) qualification of tenderers in accordance with the requirements of the Tender Documentation, and selection of tenders of qualified tenderers for participation in the second stage of the Tender; 2) selection of the successful tenderer(s) from among the qualified tenderers by selecting the best price offer in accordance with the conditions set out in the Tender Documentation and the Procedure for conducting the tender for the construction of generating capacity and implementation of demand response measures (hereinafter referred to as the Procedure). <p>The tenders for connection to Lot 1 are selected separately in the order of increasing price offers until the value of 500 MW is reached, and separately for Lot 2 in the order of increasing price offers until the value of 200 MW is reached.</p>

<p>1.1.</p>	<p>List of documents to be submitted by the tenderer and requirements for these documents</p>	<p>1) Documents shall be provided in Ukrainian and English</p> <p>2) Terms of Reference for the design of the generating capacity shall contain major technical characteristics of generating capacity, which are set out in paragraph 4 of this section “Qualification Requirements for the Tenderer”.</p> <p>3) To participate in the Tender, the tenderer shall submit an application in a free format, which shall contain:</p> <ul style="list-style-type: none"> - information about the tenderer (name of the business entity or the association of legal entities, their location, the country where the legal entity or the association of legal entities is incorporated, type of activity according to constituent documents, size of the authorised capital, information about any licenses/permits for the performance of works pertinent to the tender, information about authorised persons of the tenderer who have the right to perform actions related to participation in the Tender, information about open bank accounts); <p>3.1. the application shall have the following documents as attachments:</p> <ul style="list-style-type: none"> - copy of the constituent document; - copy of the agreement on the establishment of a contractual association (to be submitted by the contractual association); - extract/excerpt/certificate from the National Register of Business Entities of the country where the tenderer is incorporated; - copies of licenses/permits; - documents confirming the authority of the head or representative of the tenderer (authorised person); <p>The documents listed in this subparagraph shall be provided in writing in originals or in duly certified copies.</p> <p>4. Tenderer’s price offer shall be submitted in a separate sealed envelope (in accordance with the requirements of paragraph 1.2 “Requirements for registration of the tender”) and drawn up in accordance with the requirements of this Tender Documentation.</p> <p>5. Documents confirming the financial standing of the tenderer, namely:</p> <p>5.1. Financial statements (balance sheet, statement of financial results, statement of cash flows, etc.) demonstrating:</p> <ul style="list-style-type: none"> - minimum annual average turnover that enables implementation of the project; - absence of the tenderer’s current debt to the national budget; - absence of the tenderer’s current debt to the transmission system operator; <p>6. Tender Security of the tenderer in accordance with the requirements of paragraph 2 “Tender Security” provided to the TSO’s current account.</p>
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1.2.	Requirements for the tender execution and delivery	<p>The tender shall be submitted in two sealed envelopes (containers, boxes). One envelope shall include the qualification part of the tender (stitched and numbered documents signed by the authorised person of the tenderer, confirming the compliance of the tenderer and the tender with the qualification requirements, including the technical part). The second envelope shall include the price offer (stitched and numbered documents signed by the authorised person of the tenderer).</p> <p>In addition to the original documents of the qualification part of the tender, the tenderer shall submit one (1) paper and one (1) electronic copy (USB flash drive) of the qualification part of</p>

		<p>the tender in the envelope (container, box) containing the qualification part of the tender. The paper copy submitted as part of the tender shall be marked "COPY."</p> <p>Both envelopes (containers, boxes) shall be sealed in one large envelope (container, box), which shall be signed by the authorised person of the tenderer.</p> <p>The outer envelope and two inner envelopes (containers, boxes) shall be properly marked.</p>
2.	Tender security	<p>To participate in the Tender, the tenderer shall provide to the Transmission System Operator a tender security in the form of a cash deposit to the bank account of the Transmission System Operator. If the tenderer has a warrantor (guarantor), the tender security can be provided by the warrantor (guarantor).</p> <p>The tender security shall be provided in the national currency in the amount equivalent to EUR 100,000 at the NBU exchange rate on the day of the tender announcement, plus additional EUR 1,000 per 1 MW of capacity that the tenderer declares in its tender.</p> <p>The tender security will be returned to the tenderers within up to five business days from the date of awarding the contract to the successful tenderer and, if the Tender is recognised as invalid, within up to five business days from the date of publishing the relevant decision.</p> <p>The tender security will be collected in favour of the Transmission System Operator from:</p> <ol style="list-style-type: none"> 1) tenderers whose qualifications are confirmed by the minutes of meeting of the Tender Commission in case they withdraw their tenders. This requirement does not apply if the Tender is declared invalid; 2) successful tenderer(s) who did not conclude the contract within the established timeframe.
2.1.	Transmission System Operator bank details and bank account for the tender security to be provided by the tenderers	EDRPOU enterprise code 00100227, TIN 001002226654 Account No. UA113004650000026006303813715 in JSC Oschadbank
3.	Qualification requirements for the tenderer	<p>The tenderer may be a business entity or an association of business entities (statutory or contractual).</p> <p>The tenderer shall meet the following mandatory requirements:</p> <ul style="list-style-type: none"> - shall not be in the process of liquidation (termination) or not be the subject of bankruptcy proceedings or restoration of solvency; - the person who is the head of the tenderer and (or) the person authorised by tenderer (representative, if any) shall not have a criminal record;

		<ul style="list-style-type: none">- shall have the authority to conclude a contract for the construction of new generating capacities that will be concluded with the successful tenderer(s) on the terms specified in the tender;- shall not have overdue debts (non-fulfilment of obligations) to NPC Ukrenergo. <p>The constituent documents of the tenderer shall include the types of activities pertinent to the tender requirements.</p> <p>The tenderer shall have experience in the completed project of the reconstruction and/or modernisation of the major power equipment (in particular, the generating unit) and/or new construction of a power plant with an installed capacity of at least 20 MW.</p> <p>Experience in the implemented project means that the tenderer or its warrantor (guarantor) or its subcontractors acted as a customer and/or a general contractor and/or on contractual grounds performed the functions of a contractor for the performance of works at energy facilities for the reconstruction and/or modernisation of power equipment and/or new construction of energy facilities, which is confirmed by:</p> <ul style="list-style-type: none">- the certificate of compliance of the constructed facility with project design documentation, requirements of national standards, building codes and regulations and/or a certificate of conformity, and/or a certificate and/or a declaration of readiness of the facility for operation, issued and/or registered by the State Architectural and Construction Supervision Inspectorate and/or its territorial bodies, state architectural and construction control bodies in accordance with the Law of Ukraine on Regulation of Urban Development Activities - for facilities on the territory of Ukraine;- the document on commissioning of the construction object and/or reconstruction object, and/or modernisation, as required by the laws of the country where the object is located- for facilities in other countries;- financial statements (balance sheet, statement of financial results, statement of cash flows, etc.) for the previous calendar year or financial year (annual and/or quarterly, etc.) or financial statements (balance sheet, statement of financial results, statement of cash flows, etc.) if the tenderer carries out business activities for less than one year;- description of the financing structure and/or financing model for the construction stages (design, construction, commissioning) of the declared generating capacity and supporting calculations to justify its volume. <p>If the tenderer has a warrantor (guarantor), then the warrantor (guarantor) shall meet the qualification requirements listed hereinabove.</p> <p>In this case, the tenderer shall submit a guarantee agreement with such a warrantor (guarantor) in favour of the customer of the service (the Transmission System Operator) guaranteeing</p>
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		<p>the fulfilment of obligations established in the contract with the successful tenderer.</p> <p>In case of engaging subcontractors to perform certain types or volumes of work, the Tenderer shall also provide</p> <ul style="list-style-type: none"> - a copy of the letter of consent from the subcontracting organisation to be engaged, signed by the head and bearing the seal of the subcontracting organisation (if used), or a copy of the Subcontract Agreement (Agreement of Intent) bearing the seal of the participant (if used).
<p>4.</p>	<p>Qualification requirements for the tender</p>	<p>The tender shall include the terms of reference for the design of the generating capacities with technical characteristics of the generating capacity that meet the following basic technical requirements:</p> <ul style="list-style-type: none"> ➤ type of generating units: B, C or D according to the classification set out in paragraph 2.1. of Section III (Conditions and procedure for connection to the transmission system, technical requirements for electrical installations of electrical power facilities) of the TNC; ➤ the generating unit shall meet the technical requirements of paragraph 2 of Section III (Conditions and procedure for connecting to the transmission system, technical requirements for electrical installations of electrical power facilities) of the TNC; ➤ the generating unit shall meet the requirements of the standards for pollutant emission limit values in accordance with Directive 2010/75/EU; ➤ minimum and maximum installed capacity of the generating unit (on the connection point) shall be 5 MW and 80 MW, respectively; ➤ necessary operating modes of the generating unit: <ul style="list-style-type: none"> ▪ the generating unit (if the generating unit consists of more than one plant/installation/generator, then each of the plant/installation/generator) shall be able in the normal mode of operation, at least 4 times during one day, and/or up to 8 times during one day in certain cases when necessary, to start and stop with the maximum allowable downtime between two consecutive start-up/shut-down cycles of 15 minutes (taking into account time to process the instruction), with a total of 1800-2000 start-ups per year <ul style="list-style-type: none"> ▪ the control range of the generating unit shall not be less than 80% of the installed capacity. All other things being equal, a larger range has an advantage ▪ trigger time (full activation) from the shut-down state shall not exceed 15 minutes after receiving the corresponding instruction from the TSO (taking into account time to process the instruction); ▪ time of guaranteed continuous operation at maximum capacity - at least 8 hours during the day; ▪ generating unit (if the generating unit consists of more than one plant/installation/generator, then each of the

plant/installation/generator) shall be able to start up in the absence of voltage in the external grid;

➤ For a generating unit, which is the subject of procurement, for its peak use with quick start-ups, the mean time to first overhaul and between overhauls shall be at least 2000 start-ups or 6000 hours of operation under load:

▪ Ability to have modular repairs and replacement of components and parts – if the generating unit consists of more than one plant/installation/generator, they must be unified and have a fleet of replacement parts;

▪ Components and parts of the generating unit that have a limited service life (some high-temperature parts of turbines and combustion chambers) shall have a service life at least equal to the time between overhauls;

▪ The generating unit shall be ready for operation after a long downtime of up to one month without any maintenance.

▪ The generating unit shall be equipped with a mothballing system;

▪ The generating unit shall be able to operate on both principal and backup or emergency fuel, if necessary;

➤ The delivery package shall include: instructions on the intervals and list of inspections, regulations and technology of maintenance and repair of components of the generating unit being in working, stopped and standby state; information about malfunctions of equipment with their description, methods of malfunction detection and elimination; drawings; the necessary list of spare parts and replacement parts of equipment, special devices and tools for maintenance and repairs

➤ Minimum period of guaranteed (design) operation of the generating unit equipment shall not be less than 20 years (or 100,000 operating hours);

➤ The generating unit must be provided with engineering and technical protection of equipment according to the 1st degree of protection in accordance with the requirements of the Resolution of the Cabinet of Ministers of Ukraine dated 26.04.2024 No. 471;

➤ The generating equipment shall be new (not operated previously), the time of manufacture – after 1 January 2023.

➤ Energy equipment shall not be manufactured in the territory or with the participation of companies located in the territory of the aggressor country, be associated with it, and its manufacturing shall not be associated with companies under international sanctions recognised by the international community and the National Agency on Corruption Prevention (NACP) as sponsors of terrorism and war in Ukraine.

The Tenderers shall not be entitled to submit their offers for the equipment commissioned or connected to the IPS of Ukraine or the equipment supplied (to be supplied) at the expense of humanitarian aid and donors, which is not connected to the IPS of Ukraine.

		The tender proposal shall not participate in other auctions or tenders in order to receive additional payments, preferences or benefits from the state aimed at supporting, developing or constructing generating capacities (in particular, participation in special auctions for ancillary services). In addition, the tender shall contain a minimum payment period for the service of ensuring the development of generating capacity, which is determined by the Resolution of the Cabinet of Ministers of Ukraine on holding the tender.
5.	Requirements for the composition, form, and validity period of the tenderer's price offer	Composition: price offer in euros. Form: written. Price offers shall be considered valid for ninety (90) calendar days from the date of the deadline for submission of price offers. Prior to the expiration of this period, the procuring entity shall have the right to demand from the tenderers to extend the validity of price quotations.
6.	Tender modification or withdrawal by the tenderer	The tenderer may withdraw or modify its tender before the submission deadline. At the written request of the authorised person of the tenderer, before the deadline for submitting tenders, the authorised person has the right to receive their sealed envelope (container, box) for modifying or withdrawing their tender. The tender shall be resubmitted in accordance with the requirements of this Tender Documentation and the Procedure.
Section IV. Tenders Submission and Opening		
1.	Place and deadline for tender submission	Tenders shall be received no later than the date and time specified at the following address: Address: Kyiv, Symona Petliury Street, 25 Date: 28.02.2025 Time: 15:00 (Kyiv time)
2.	Venue, date and time of tenders opening	Tenders shall be opened in two stages. Tenders shall be opened as part of the first stage (qualification) at the meeting of the Tender Commission on the day, time and venue specified below: Date: 05.04.2025 Time: 13:00 (Kyiv time) Venue: Kyiv, Symona Petliury Street, 25 During the first stage (qualification), the outer envelope (container, box) is opened, its contents are listed, then the envelope with the qualification part of the tender is opened and its contents are listed and recorded in the minutes of meeting the Tender Commission. The second envelope (container, box) with the tenderer's price offer shall be kept closed until the date of the second stage. All tenderers who have submitted tenders or their authorised representatives shall be allowed to participate in the tender opening process.

		<p>Subject to submitting a prior request, mass media representatives and other concerned parties shall have the right to attend the meeting of the Tender Commission for the opening of tenders. The request shall be submitted to the address specified in Article 4 not later than seven (7) calendar days prior to the tender opening date.</p> <p>The tender opening record (qualification part) shall be published on the official websites of the Ministry of Energy and the TSO within five calendar days.</p> <p>The date, time and venue of tender opening of the second stage (price offers of tenderers) shall be announced additionally to all qualified tenderers.</p> <p>During the second stage (price offers of tenderers), the envelope with the tenderer's price offer is opened and the price offered by the tenderer is read out, which is recorded in the minutes of meeting of the Tenderer Commission.</p> <p>The tender price opening record shall be published on the official websites of the Ministry of Energy and the TSO within five calendar days.</p>
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Section V. Qualification-Based Selection and Determining the Successful Tenderer

<p>1.</p>	<p>Criteria for determining the successful tenderer</p>	<p>The successful tenderer(s) shall be determined from among the tenderers whose qualification part of the tender meets the Qualification Requirements for the Tenderer and the Qualification Requirements for the Tender, and whose tender security meets the Requirements for Tender Security and the Requirements for Performance Security for the construction of generating capacity once the tenderer is recognised as the successful tenderer.</p> <p>There can be more than one successful tenderer. The successful tenderer shall be determined by the Tender Commission in accordance with the Procedure by selecting the best tenders on the basis of the following principles:</p> <p>1) if the total volume of the proposed capacity of all qualified tenders is equal to or less than the volume procured to seek the generating capacity required, then all tenders are successful;</p> <p>2) if the total volume of proposed capacity of all qualified tenders exceeds the volume procured to seek the generating capacity required, then:</p> <p>the Tender Commission ranks the tenders from the lowest to the highest price. If the tenderers submit identical price offers, the tender offer rating is determined in the order of increasing the period of commissioning of the construction object, as well as the advantage of a greater range of regulation;</p> <p>Firstly, the Tender Commission selects tender offers in accordance with the ranking, starting with the lowest price offers for Lot 1, until the sum of capacities of the selected</p>
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<p>2.</p>	<p>Qualification-based selection – Stage 1</p>	<p>During the first stage, the Tender Commission performs a qualification selection and determines the qualifications of the tenderers based on evaluation of the submitted documents for compliance with the requirements of the Tender Documentation.</p>
<p>3.</p>	<p>Clarification on tenders</p>	<p>The Tender Commission, during evaluation of tenders, but not later than ten calendar days before the deadline for completing the qualification, shall have the right to request clarifications from tenderers and receive clarifications regarding the documents they have submitted to confirm compliance with the qualification criteria, and to contact third parties to obtain confirmation of the authenticity of documents and information that the tenderer has submitted.</p> <p>Clarifications received by the Tender Commission from the tenderers later than three business days before the qualification completion date shall be disregarded.</p>

		<p>Requests from the Tender Commission and clarifications of tenderers shall be published within two business days on the official websites of the Ministry of Energy and the TSO.</p>
<p>4.</p>	<p>Decision of the Tender Commission on the results of qualification of tenderers</p>	<p>The decision of the Tender Commission on the qualification of tenderers shall be recorded in the minutes of meeting within a period not exceeding 30 calendar days from the date of opening of the qualification part of the tenders, and this record shall include the list of qualified tenderers and the list of tenderers whose tenders do not meet the qualification requirements, stating for each tenderer the grounds for rejecting their qualification.</p> <p>The minutes shall be signed by all members of the Tender Commission present at the meeting.</p> <p>The decision of the Tender Commission on the results of the qualification of tenderers shall be published within five business days from the date of the meeting on the official websites of the Ministry of Energy and the TSO.</p> <p>The Tender Commission, within five business days from the date of the meeting, shall send a decision on the results of qualification in Ukrainian and English to each tenderer who has submitted the tender. In case of conflict between the texts in Ukrainian and English, the text in Ukrainian shall prevail.</p> <p>The Tender Commission decides that the tenderer has not passed the qualification and rejects their tender in the following cases:</p> <ol style="list-style-type: none"> 1) the tenderer and/or its tender does not meet the requirements specified in the Qualification Requirements for the Tenderer or the Qualification Requirements for the Tender; 2) the tenderer has not provided to the Transmission System Operator the tender security and/or the amount of such tender security does not meet the requirements of the Procedure and/or the Tender Documentation; 3) the qualification part of the tender is partially or fully written in the language other than Ukrainian, and the tenderer has not provided a notarised Ukrainian translation of documents; 4) the tenderer has submitted an incomplete package of documents or the content of the submitted documents does not meet the requirements of the Procedure and/or the Tender Documentation; 5) the technical parameters of the facility proposed by the tenderer, in whole or in part (without exception and reservations), do not meet the requirements of the Transmission Network Code for this type of generation at the time of the tender submission or the requirements of the Tender Documentation.

5.	Determination of the successful tenderer(s) – stage 2	<p>The Tender Commission, no later than 10 calendar days from the date of publication of the decision on the results of qualification of tenderers, shall conduct the second stage of the tender to determine the successful tenderer(s).</p> <p>The Tender Commission and tenderers shall not engage in any negotiations on modifying the price offer they have submitted. The Tender Commission decides to reject the price offer in the following cases:</p> <p>1) the price offer of the tenderer exceeds the maximum procurement price of the service of ensuring the development of generating capacities;</p> <p>2) the tenderer has submitted more than one price offer per one construction project of generating capacity.</p> <p>The Tender Commission shall determine the successful tenderer(s) from among the qualified tenderers according to the criteria for determining the successful tenderers</p>
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Section VI. Tender Results and Contract Award

1.	Contract award to the successful tenderer(s) and contract execution	<p>If an incentive is applied in the form of payment for the service of ensuring the development of generating capacity, the Transmission System Operator within the period not exceeding ten calendar days shall execute and send to the successful tenderer(s) two copies of the contract that corresponds to the draft contract to be concluded with the successful tenderer, taking into account the price offer that such tenderer(s) has (have) submitted.</p> <p>To conclude the contract, the successful tenderer(s) shall sign one copy of the contract and return it to the Transmission System Operator no later than within 20 calendar days from the date of receipt of the executed copy of the contract from the Transmission System Operator.</p>
1.1.	Requirements for the contract(s) to be concluded with the successful tenderer(s)	Refer to the annex to the Tender Documentation.
1.2.	Term of the contract conclusion following the Tender	30 calendar days from the date of publication of the Tender results.
2.	Performance security under the contract	<p>Before entering into the contract, the successful tenderer or its warrantor (guarantor) shall provide the performance security in the national currency equivalent to EUR 30,000 per 1 MW of capacity, with which the tenderer has been recognised as the successful tenderer. The tenderer's performance security shall be provided in the national currency at the official exchange rate of the National Bank of Ukraine set on the day of the tender announcement, and shall be kept by the Transmission System Operator as a guarantee of fulfilment of obligations under the contract concluded with the successful tenderer.</p> <p>Before entering into the contract, the successful tenderer or its warrantor (guarantor) shall provide a performance security in the form of an irrevocable bank guarantee of a bank that has a</p>

		<p>credit rating not lower than “IAA” on the national scale or not less than “A-” on the international scale (Fitch Ratings, Moody's Investors Service, Standard & Poors), or the documentary evidence of the cash deposit to the bank account of the Transmission System Operator.</p> <p>The performance security provided as a guarantee of fulfilment of obligations under the contract will be returned by the Transmission System Operator within the period not exceeding ten business days once the successful tenderer has provided to the Transmission System Operator copies of documents confirming the facility readiness and commissioning as required by the legislation at the time of commissioning of the facility.</p> <p>Should the successful tenderer fail to provide copies of documents confirming the facility readiness and commissioning within the timeframe specified in the contract, the performance security shall be collected in favour of the Transmission System Operator at its request.</p> <p>If it collects the performance security, the Transmission System Operator shall inform the Regulator about the receipt of funds and submit proposals for the funds further use for approval.</p>
3.	<p>Information about the incentives provided to the successful tenderer and the procedure for their application</p>	<p>Incentives to the successful tenderer and the procedure for their application, including the maximum price for the service of ensuring the development of generating capacities and the minimum time limit for payment for the service when the incentive is applied of paying for the service of ensuring the development of generating capacities, shall be determined in accordance with paragraph 8 of the Procedure by the Cabinet of Ministers of Ukraine on the recommendation of the Ministry of Energy in accordance with the “Application of Incentives” section of the Procedure.</p>
4.	<p>Refusal of the successful tenderer to enter into the contract</p>	<p>The successful tenderer is considered to have refused to conclude the contract, if within the deadline established the Transmission System Operator:</p> <ol style="list-style-type: none"> 1) has not received the contract signed by the successful tenderer; 2) has received a contract signed by a person other than the authorised representative of the successful tenderer; 3) has received a contract other than the contract sent by the Transmission System Operator; 4) has received a written refusal to enter into the contract from the successful tenderer; 5) has not received the performance security to the contract. <p>If the successful tenderer refuses to enter into the contract in accordance with the requirements of the Tender Documentation or does not enter into the contract for reasons attributable to the successful tenderer within the timeframe determined in the Procedure, the Transmission System</p>

		<p>Operator shall inform the Tender Commission accordingly within one business day from the date of refusal.</p> <p>Within ten calendar days on receipt of information from the Transmission System Operator about the successful tenderer's refusal to enter into the contract, the Tender Commission shall decide:</p> <ol style="list-style-type: none"> 1) to recognise the successful tenderer as the tenderer that has refused to enter into the contract; 2) to determine as the successful tenderer a qualified tenderer whose price offer is next in the rating of tenders and whose price offer has not yet expired, if such a possibility is allowed by the Tender Documentation. <p>The decision of the Tender Commission to recognise the successful tenderer as the tenderer who has refused to enter into the contract and to determine as the successful tenderer the next qualified tenderer shall be recorded in the minutes of meeting and published on the official websites of the Ministry of Energy and the TSO.</p>
5.	Recognition of the Tender as invalid	<p>The decision to declare the Tender as invalid shall be based on at least one of the following reasons:</p> <ul style="list-style-type: none"> • no tenders have been submitted before the deadline for their submission; • no qualified participants have been determined following the completion of the first stage of the tender process; • all price offers of qualified tenderers have been rejected as not qualifying to Tender conditions; • successful tenderer(s) have refused to enter into the contract, and the failure to conclude such contracts with other qualified tenderers whose price offer is next to the successful tenderer's, if such a possibility is allowed by the Tender Documentation. <p>The decision to declare the Tender as invalid shall be recorded in the minutes of meeting of the Tender Commission and published on the official websites of the Ministry of Energy and the TSO within the next business day.</p>

BANK GUARANTEE FORM

BANK GUARANTEE No. _____

in the city of _____ (year)

We, _____, location:

bank institution code (MFI) _____, EDRPOU code _____, banking licence No. _____, dated _____ (hereinafter – **Guarantor**), in person of _____, acting on the basis of a power of attorney dated “__” ____ 20__, certified on “__” ____ 20__ under the registered No. _____ by _____, private notary of _____ city notarial district, taking into account the requirements of the Law of Ukraine “On Electricity Market” (hereinafter referred to as **the Law**) and the procedure for holding a tender for the construction of generating capacity and the implementation of demand response measures, approved by Resolution No. 677 dated 10.07.2019 of the Cabinet of Ministers of Ukraine (hereinafter referred to as **the Procedure**), have issued this guarantee subject to the conditions set forth below (hereinafter referred to as **the Guarantee**):

1. Principal – _____ EDRPOU code _____, location: _____.

2. Beneficiary – PRIVATE JOINT STOCK COMPANY “NATIONAL POWER COMPANY UKRENERGO”, 25, Symona Petliury Street, Kyiv, 01032, EDRPOU code 00100227 (hereinafter referred to as NPC Ukrenergo), which performs the functions of the transmission system operator in accordance with the Law and the Procedure, and in the event that, in accordance with the requirements of the Law, as a result of the transformation of NPC Ukrenergo another legal entity will be formed, which will be the legal successor of rights and obligations of NPC Ukrenergo, and will perform the functions of transmission system operator and settlements administrator in accordance with the Law and the Rules – such a legal entity.

3. Contract – Contract Agreement _____ (Contract ID No. _____, date of acceptance “__” ____ 20__), which is concluded between the Principal and the Beneficiary. _____.

4. Obligations of the Principal – monetary obligations of the Principal to the Beneficiary, the fulfilment of which is secured by this Guarantee, arising under the Contract and in accordance with the Procedure.

5. Guarantee amount – UAH _____ (in words: _____). The Guarantor’s obligation is reduced without the need to make changes to the text of this Guarantee by the amount paid under this Guarantee, due to the Guarantor's partial payment of funds under this Guarantee.

6. Validity period of the Guarantee – the time period starting from the date of its signing by the Guarantor and ending at 17:00 Kyiv time on “__” ____ 20__, or expiring before the above term from the moment of the occurrence of one of such events:

6.1. return of the original of this Guarantee by the Beneficiary to the Guarantor;

6.2. submission by the Beneficiary to the Guarantor of a written notification of the Guarantor's release from obligations under the Guarantee;

6.3. payment of the Guarantee amount in full in one payment or in several partial payments.

7. Obligations of the Guarantor – under this Guarantee, the Guarantor, in case of violation of the Principal’s Obligations, pays the Beneficiary funds within the Guarantee amount, in accordance with the terms and conditions of the Guarantee and on the first Demand without submitting any other documents or fulfilling any other conditions (the Guarantee is unconditional). In case the Guarantor violates its obligation, its liability to the Beneficiary is not limited to the Guarantee amount.

8. Demand – a letter submitted by the Beneficiary to the Guarantor within the Guarantee Term (defined in Clause 6 of the Guarantee) in the event of a breach of the Principal’s Obligations, with a demand to pay the funds under the Guarantee and which:

8.1. shall be drawn up by the Beneficiary:

- in paper form, signed by the head of the Beneficiary, whose information is listed in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations;

or signed by the person(s) of the Beneficiary authorised to sign the Demand, in respect of which the Guarantor provides along with the Demand the notarised copy(-ies) of the power(s) of attorney confirming the authority of the person(s) who signed the Demand, and/or

- in electronic form, certified by a qualified electronic signature of the head of the Beneficiary, whose information is listed in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations; or by the qualified electronic signature(s) of the person(s) authorised to sign the Demand, for which a notarized certified copy

CONTRACT AGREEMENT
on the provision of services of ensuring the development of generating capacity

Kyiv

_____ 20__

The service provider of ensuring the development of generating capacity (hereinafter referred to as the Service Provider), represented by _____, acting on the basis of _____, on the one hand, and Private Joint Stock Company “National Power Company Ukrenergo” (NPC Ukrenergo), represented by _____, acting on the basis of _____, (hereinafter referred to as the Customer), represented by _____, acting on the basis of _____, on the other hand, hereinafter collectively referred to as the Parties, have concluded this Agreement as follows:

1. Scope of the Agreement

1.1. The Service Provider hereby undertakes to commission a highly manoeuvrable power plant _____ (*name of the generating unit*) _____ having the installed capacity of _____ MW with a quick start-up/shut-down capability, with the technical characteristics specified in Chapter 2 of Section III “Conditions and procedure for connecting to the transmission system, technical requirements for electrical installations of electric power facilities” of the Transmission Network Code (TNC), the requirements of the environmental protection legislation, in accordance with Resolution No. 677 dated 10 July 2019 of the Cabinet of Ministers of Ukraine “On approval of the procedure for holding a tender for the construction of generating capacity and implementation of demand response measures” and Ordinance No. 756-r dated 13.08.2024 of the Cabinet of Ministers of Ukraine (hereinafter referred to as the Regulatory Acts) and provide the services of ensuring the development of generating capacity (hereinafter referred to as the Services) to the Customer, and the Customer hereby undertakes to accept and pay for the Services provided, on condition that the Service Provider has fulfilled the necessary contractual conditions for the operation of the generating capacity to the extent and under the terms and conditions set out in the Agreement and the Regulatory Acts.

1.2. The fact of providing the Services (hereinafter referred to as the operation on the electricity market) under the Agreement shall be confirmed by bids submitted on the balancing market and/or the ancillary services market for the total available capacity, for each hour during the calendar month, taking into account electricity sales volumes under bilateral contracts and on organized segments of the market, in accordance with the Market Rules. The Service shall be considered to have been provided during the period of scheduled preventive measures in accordance with the approved operational dispatch requests, and such period shall not exceed 10% of the duration of all settlement periods (i.e., 876 hours) during each year.

1.3. The conclusion of the Agreement is subject to the provision by the Service Provider of the performance security for the construction of the generating capacity (hereinafter referred to as the performance security), equivalent of EUR 30,000 per 1 MW of capacity in the national currency, with which the Service Provider was recognised as the successful tenderer. The performance security shall be provided by the successful tenderer in the national currency at the official exchange rate of the National Bank established on the day of the tender announcement and shall be kept by the transmission system operator as a performance guarantee under the Agreement.

1.4. When fulfilling the Agreement, as well as when addressing matters not covered in the Agreement, the Parties undertake to follow the current legislation of Ukraine, in particular the Law of Ukraine “On Electricity Market”, the Market Rules (MR), the TNC, the Commercial Metering Code (CMC),

the Retail Electricity Market Rules, and other regulatory legal acts governing the functioning of the electricity market in Ukraine.

2. Contract Price and Payment Procedure

2.1. The Contract Price shall be EUR _____ at the exchange rate of the National Bank of Ukraine, shall be formed in accordance with the requirements of the Regulatory Acts and determined in accordance with the price offer including VAT for 1 MW and the volume of the installed capacity in MW according to the Tender results.

2.2. The Customer shall fulfil its obligations under the Agreement by transferring the sum due in the national currency of Ukraine in the amount equivalent of the EUR amount at the exchange rate of the National Bank of Ukraine established on the day preceding the day of payment. The amount of the monthly payment shall be calculated using the following formula: (Contract Price/number of months of the Service provision determined according to the Tender results but not less than 120 months)*EUR exchange rate of the National Bank of Ukraine established on the day preceding the day of payment.

2.3. Payments under the Agreement, calculated in accordance with clauses 2.1 and 2.2 herein, are VAT inclusive.

2.4. The Customer shall pay for the Service to the Service Provider on a monthly basis before the 25th day of the month following the settlement month, but not later than the third business day from the date of signing the Act of Service Provision submitted by the Service Provider, on condition of confirmation of the fact of the Service provision / operation on the electricity market as set out in clause 1.2 herein.

2.5. Starting from the first month of providing the Services, the Service Provider shall submit to the Customer the Act of Service Provision, issued no later than the 12th day of the month following the settlement month, and the invoice. The Service starts on the first full calendar month of operation on the electricity market.

2.6. The settlement period under the Agreement is one calendar month.

2.7. In case of any disagreement regarding the Act of Service Provision submitted by the Service Provider for the previous settlement period, the Customer shall have the right to challenge the cost of the Service stated in the Act of Service Provision by sending a notice to the Service Provider within 5 business days from the date of receipt of the Act of Service Provision.

2.8. Should the actual amount paid by the Customer for the Service exceed the amount stated in the signed Acts of Service Provision, the Service Provider (at the request of the Customer) shall return the excess funds to the Customer within 5 business days from the date of receipt of the request or include such excess funds as payment for the Service in the next settlement periods (in the absence of the Customer's request for the return of excess funds).

3. Rights and Obligations of the Parties

3.1. Obligations of the Service Provider:

3.1.1. After the conclusion of the Agreement, commission the generating unit (as set out in clause 1.1) by completing the following list of measures:

1) by _____, prepare project design documentation for the facility in accordance with the legislation on urban development ("feasibility study" and "project" stages);

2) notify the TSO of receipt of Technical Specifications for connection of its electrical installations (facilities) with the total capacity of _____ MW to the grid, which are an integral annex to the agreement on connection of electrical installations (facilities) to the grid;

3) by 31 December 2027, provide supporting documents to ensure that the generating unit meets the technical requirements defined in Chapter 2 of Section III "Conditions and procedure for

connecting to the transmission system, technical requirements for electrical installations of electric power facilities” of the Transmission Network Code and the requirements of the legislation on environmental protection, in particular,

- ensure the control range of at least 80 per cent of the installed capacity of the generating unit,
 - ensure that the trigger time (full activation) from the shut-down state is not more than 15 minutes from receiving the corresponding instruction from the Transmission System Operator (taking into account the time to process the instruction),
 - ensure the ability of the generating unit in the normal mode of operation to start up and shut down with the maximum allowable downtime between two consecutive start-ups/shut-down cycles of 15 minutes (taking into account the time to process the instruction), at least four times during one day and/or up to eight times during one day in certain cases if necessary, with a total of 1800-2000 start-ups per year,
 - ensure the ability to start up in the absence of voltage in the external grid,
 - ensure the readiness for operation after a long downtime of up to one month without any maintenance,
 - ensure the availability of a mothballing system,
 - ensure the ability to operate on both principal and backup or emergency fuel, if necessary,
 - build engineering and technical protection of equipment at the level of the first degree of protection in accordance with Resolution No. 471 dated 26 April 2024 of the Cabinet of Ministers of Ukraine,
 - confirm the construction completion of the generating unit by providing documents confirming the readiness and commissioning of the facility (generating unit) as required by the legislation at the time of commissioning the facility (generating unit);
- 4) provide supporting technical documentation to confirm the following minimum period of firm (design) capacity of equipment of the generating unit: at least 20 years or 100,000 hours in generation mode;
- 5) obtain the EIC code of Z, W, ZV type in accordance with the Commercial Metering Code and the Automated System User Manual of the IEC Local Issuer Office posted on the official website of NPC Ukrenergo;
- 6) obtain the ECRB code in accordance with NEURC Resolution No. 1812 dated 04.10.2023 “On Approval of the Procedure for Registration of Participants in the Wholesale Energy Market”;
- 7) conclude with the TSO and abide by all agreements necessary for participation in the electricity market as specified in the Market Rules, the Retail Electricity Market Rules and the Transmission Network Code, including the consumer agreement on the provision of transmission services (if connected to the TSO grids); agreements on the provision of electricity transmission services, on the provision of dispatch (operational and technological) control services, on the settlement of electricity imbalances, on the participation in the balancing market, and on the provision of ancillary services;
- 8) notify the Customer about any changes in banking details, as well as about the termination of the licence, corporate reorganisation or liquidation of the Service Provider;
- 9) submit the Acts of Service Provision in accordance with the procedure established by the Agreement;
- 10) prepare and register a tax invoice in the Unified Register of Tax Invoices in accordance with the requirements of the current legislation of Ukraine;
- 11) provide the Services under the Agreement.

3.2. Rights of the Service Provider:

- 1) conclude contract agreements on the electricity market under the terms and conditions established by the Market Rules, the Retail Electricity Market Rules, and the Transmission Network Code;

2) initiate early termination of the Agreement in cases determined by the current legislation of Ukraine and the Agreement;

3) receive back its performance security under the Agreement in full amount within 10 business days from the date of the TSO's confirmation of fulfilment of subparagraphs 1)-4) of paragraph 3.1.2, clause 3.1;

4) receive timely and full payment for the Services, subject to the fulfilment of necessary contractual conditions for the operation of generating capacity on the electricity market;

5) request information necessary to fulfil its obligations under the Agreement.

3.3. Obligations of the Customer:

1) at the request of the Service Provider, provide reliable information required to fulfil the terms of the Agreement;

2) conclude contracts that are mandatory on the electricity market as set out in subparagraph 7) of paragraph 3.1.2, clause 3.1 under the terms and conditions defined by the relevant norms and regulations;

3) pay for the Services in accordance with the terms of the Agreement;

4) notify about any changes in banking details, termination of the licence, corporate reorganisation or liquidation;

5) pay for the Service exclusively in the monetary form;

6) within 10 business days from the date of confirmation of the fulfilment of subparagraphs 1)-4) of paragraph 3.1.2, clause 3.1 herein, return/agree to return the performance security in full amount under the Agreement;

3.4. Rights of the Customer:

1) issue requests / visit with inspections / demand supporting documentation necessary to confirm that the Service Provider fulfils the terms of the Agreement regarding the construction and operation of the generating unit;

2) collect the performance security in full amount if it is confirmed that the Service Provider has failed to fulfil or has not completed the fulfilment of its obligations of the construction of the generating unit set out in subparagraphs 1)-4) of paragraph 3.1.2, clause 3.1;

3) stop fulfilling the Customer's obligation of paying for the Services under the Agreement for the duration of the Service Provider's debt to the Customer under the Agreement or any other agreement concluded with the Customer (as the TSO) on the electricity market, and resume the Customer's obligation from the date when the Service Provider fulfils its obligations under the relevant agreements where the debt existed;

4) in case of disagreement, request a review of the settlements made, and for familiarisation purposes request additional materials on the settlements made;

5) return the Acts of Service Provision unsigned, stating the reasons for not signing;

6) monitor compliance with the terms of the Agreement and request the Service Provider to report on the progress of the project (development of the feasibility study, project design, receipt of technical specifications, SACI notification, etc.).

4. Performance Security under the Agreement

4.1. Before entering into the Agreement, the Service Provider shall provide to the Customer a performance security in the amount equivalent of EUR 30,000 per 1 MW of capacity for which it was recognised as the successful tenderer.

4.2. The Service Provider shall provide the performance security in the national currency of Ukraine at the official exchange rate of the National Bank of Ukraine, which is established on the day

of the Tender announcement, and shall be kept as a guarantee of fulfilment of obligations defined in subparagraphs 1)-4) of paragraph 3.1.2, clause 3.1 of the Agreement.

4.3. Before entering into the Agreement, the Service Provider shall provide a performance security in the form of an irrevocable and unconditional bank guarantee of a bank that has a credit rating not lower than “uaA” on the national scale or not less than “A-” on the international scale (Fitch Ratings, Moody’s Investors Service, Standard & Poors), or the documentary evidence of the cash deposit to the bank account of the Customer.

4.4. The performance security provided as a guarantee of performance of obligations under the Agreement shall be returned by the Customer within up to ten business days from the date of confirmation of the Service Provider’s fulfilment of obligations of the construction of the generating unit set out in subparagraphs 1)-4) of paragraph 3.1.2, clause 3.1, by 31 December 2027.

5. Responsibilities and Dispute Resolution Procedure

5.1. The Parties to the Agreement shall be responsible for non-fulfilment or improper fulfilment of their obligations under the Agreement in accordance with the current legislation.

5.2. In case of violation by the Customer of its obligations regarding the terms of payment for the Services provided, the Customer shall pay the Service Provider a penalty in the amount of 0.01% per annum of the cost of the Services, where the delay has occurred for each day of delay.

5.3. For violation of its obligations listed in clause 11.9 of the Agreement, the Service Provider shall pay the Customer a fine in the amount equal to the total value of a bid(s) submitted at auctions for ancillary services of frequency and active power control or the delivered ancillary services of frequency and active power control, in terms of the volumes and capacities of the generating unit for which the Service Provider has been recognised as the successful tenderer of the Tender for the competition of the construction of generating capacity and for which this Agreement is concluded. In this case, the Customer (as the TSO) shall have the right to reduce the obligation of paying for ancillary services of frequency and active power control procured at special auctions by the amount of 100% of the cost of the Services in the relevant settlement period. The Customer (as the TSO) shall make such a reduction by offsetting similar counter claims unilaterally. If the Customer opts not to exercise its right of making such reduction by offsetting similar counter claims unilaterally, the Service Provider shall pay the relevant fine within no more than 10 calendar days from the date of the invoice issued by the Customer.

If the Service Provider receives any incentives in the form of the government assistance to business entities at the expense of national or local resources, from the moment of receipt of such assistance the payment for the Service shall not be made or shall be returned to the Customer at its request.

5.4. The performance security provided as collaterals under the Agreement shall be collected by the Customer within ten business days if the Service Provider fails to confirm the performance of its obligations of the construction of the generating unit, set out in subparagraphs 1)-4) of paragraph 3.1.2, clause 3.1, by 31 December 2027.

5.5. In the absence of confirmation of the provision of the Services under the Agreement, i.e., the fact of operation on the electricity market as set out in clause 1.2 herein, and this fact be supported by the commercial metering data equal to 0 for commercial metering points and confirmed by the Commercial Metering Administrator (except for the period of scheduled preventive measures as set out in clause 1.2), or confirmation that there have been no bids submitted for the capacity specified herein on the balancing market and/or the ancillary services market during each settlement period, the Service Provider shall pay a fine of 100% of the cost of the Services for each such violation. In this case, the TSO shall reduce the obligation of payment for the Services by 100% of the cost of the Services in the relevant settlement period. The TSO will make such a reduction by offsetting similar counter claims unilaterally. If the TSO opts not to exercise its right of making such reduction by offsetting similar counter claims unilaterally, the Service Provider shall pay the relevant fine within no more than 10

calendar days from the date of the invoice issued by the TSO. These penalties are not applied if the Parties have agreed during the term of the Agreement to mothball the facility.

5.6. The Service shall be considered not provided, the payment for the Service shall not be made, and the Agreement shall not be extended if the Service Provider has failed to fulfil the requirements of subparagraphs 5), 6) and 7) of paragraph 3.1.2, clause 3.1 and clause 1.2 of the Agreement.

5.7. All disputes arising out of the Agreement shall be resolved by the Parties through negotiations. If it is impossible to reach consent through negotiations, the initiating Party shall have the right to apply to the court.

5.8. All disputes, disagreements or claims arising out of or in connection with the Agreement, including its conclusion, interpretation, performance, violation, termination or invalidity, shall be resolved in the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry in accordance with its Rules. The venue of the Arbitration Court is the city of Kyiv, Ukraine. The language of arbitration is English*.

5.9. The law that governs the Agreement and applies in the arbitration of a dispute shall be the law of Ukraine*.

5.10. The arbitration proceedings and decision shall be confidential, and the Parties shall undertake to maintain confidentiality*.

*(clauses 5.8. – 5.10. of the Agreement in the above version apply if the Service Provider is a foreign business entity), otherwise the following alternative version of clause 5.7 of the Agreement shall apply (instead of clauses 5.8. – 5.10. of the Agreement):

5.7. All disputes, disagreements or claims arising out of or in connection with the Agreement, including its conclusion, interpretation, performance, violation, termination or invalidity, shall be resolved in the courts of Ukraine depending on the subject matter jurisdiction in accordance with the legislation of Ukraine.

(this clause in the above version applies if the Service Provider is a Ukrainian business entity).

6. Term of the Agreement

6.1. The Agreement comes into effect on the date of its signature by the Parties and shall remain in effect until 31 December 2027. If the Service Provider has fulfilled the requirements under subparagraphs 1) – 7) of clause 3.1 of the Agreement, then the Agreement shall be extended automatically to 31 December 2028, and for each subsequent calendar year, subject to the fulfilment of clause 1.2 of the Agreement, but such extension shall not exceed the term established based on the results of the tender for the generating unit.

6.2. The expiration of the Agreement shall not relieve the Parties from their liability for its violation during its validity period.

6.3. The Agreement may be terminated unilaterally from the date of notification by the Party of such termination, if the Service Provider stops its operation on the electricity market.

7. Force Majeure

7.1. Force Majeure are extraordinary and unavoidable events (man-made/natural/socio-political/military action/circumstances of legal force majeure (action/decision of state authorities, bodies/institutions constituting a prohibition or restriction on matters that are directly (explicitly) related to the performance of the Agreement)) that did not exist at the time of conclusion of the Agreement, arose against the will of the Parties and objectively make it impossible for the Parties to fulfil their obligations.

7.2. The Parties understand and recognise that they conclude the Agreement under the conditions of the martial law (due to the military aggression of the Russian Federation against Ukraine) introduced on the basis of the Presidential Decree No. 64/2022 dated 24.02.2022 "On the introduction of martial law in Ukraine" (as amended) and in accordance with Part 2 of Article 141 of the Law of Ukraine No. 671/97-VR dated 02.12.1997 "On Chambers of Commerce and Industry in Ukraine" and Letter No. 2024/02.0-7.1 dated 28.02.2022 of the Ukrainian Chamber of Commerce and Industry, the military aggression of the Russian Federation against Ukraine is recognised as extraordinary, inevitable and objective event (force majeure event) from 24.02.2022 until its official end.

7.3. The Parties have agreed that notwithstanding the fact that the Agreement is concluded under the conditions of martial law and that other circumstances of force majeure may arise during the term of the Agreement, the Parties shall be released from liability for non-performance or improper performance of obligations under the Agreement, on condition that the Defaulting Party referring to such circumstances as a basis for releasing it from liability shall demonstrate the (documented) evidence and prove a causal relationship between the occurrence of such circumstances and its inability to fulfil obligations, and also on condition that at the time of the occurrence of these circumstances the Party that refers to these circumstances was not in default and delay under the Agreement.

7.4. Either Party affected by force majeure during the effective period of the Agreement after it is concluded shall notify the other Party within 10 (ten) calendar days from the date of occurrence of force majeure circumstances. It is not required to provide a separate notice of the occurrence of force majeure circumstances listed in clause 7.2 hereinabove.

7.5. Any failure to notify or untimely notification by one of the Parties about the impossibility of the performance of obligations assumed under the Agreement deprives the Party of its right to refer to any of the above-mentioned circumstances as grounds exempting from liability for non-performance of obligations.

7.6. If force majeure circumstances continue for more than 90 (ninety) calendar days, the Customer shall have the right to terminate the Agreement unilaterally by sending a written notice to the Service Provider. The Agreement shall be considered terminated on the 30th (thirtieth) calendar day from the date of such notice.

7.7. Force majeure circumstances shall be confirmed by the documents (original copies) issued by the Ukrainian Chamber of Commerce and Industry, or other competent authority/institution.

8. Anti-Corruption

8.1. When fulfilling their obligations under the Agreement, the Parties, their affiliates, employees or intermediaries shall not pay, offer to pay or allow the payment of any funds or valuables, directly or indirectly, to any persons, in order to influence the actions or decisions of these persons for the purpose of obtaining any illegal benefit or for other illegal purposes.

8.2. When performing their obligations under the Agreement, the Parties, their affiliates, employees or intermediaries shall not perform actions that qualify by law as providing/receiving illegal benefits, bribery, or actions that violate the requirements of current legislation and international acts on countering the legalisation (laundering) of proceeds from crime.

8.3. Each of the Parties to the Agreement shall refrain from encouraging employees of the other Party in any way, including by providing monetary amounts, gifts, performing works (services) in their favour, and other methods not reflected in this paragraph that put an employee in a certain dependence and are aimed at ensuring that this employee performs any actions in favour of the stimulating Party.

It is understood that an employee's actions performed in favour of the stimulating Party are as follows:

- granting unjustified privileges in comparison with other counterparties;

- providing guarantees;
- accelerating existing procedures;
- other actions performed by the employee within the limits of their official duties but contrary to the principles of openness and transparency of relations between the Parties.

8.4. If either Party suspects that a violation of any anti-corruption provisions has occurred or may occur, such Party shall notify the other Party in writing thereof. After the written notification, such Party shall have the right to suspend the performance of its obligations under the Agreement pending the confirmation that the violation has not occurred or will not occur. Such confirmation shall be provided within 5 (five) business days from the date of provision of the written notification.

8.5. In the written notification, the Party shall refer to the facts or provide materials giving a reliable confirmation or giving grounds to believe that there has been or can be a violation of any provisions/ terms by the counterparty, its affiliates, employees or intermediaries, which is reflected in actions qualified by the current legislation as providing or receiving illegal benefits, bribery, as well as actions that violate the requirements of current legislation or international acts on countering the legalisation (laundering) of proceeds from crime.

8.6. The Parties shall recognise the corruption prevention procedures and monitor their compliance. At the same time, the Parties shall make every effort to minimise the risk of business relations with counterparties that may be brought to responsibility for violation of the anti-corruption legislation, and assist each other in order to prevent corruption. At the same time, the Parties shall ensure the implementation of procedures for conducting inspections in order to prevent the risks of involving the Parties in corruption activities.

8.7. The Parties shall recognise that their potential illegal actions and violations of the anti-corruption terms and conditions of the Agreement may have adverse consequences – from a downgrade of the counterparty’s reliability rating to significant restrictions on interaction with the counterparty, and to the termination of the Agreement.

8.8. The Parties shall guarantee the proper consideration of the facts available within the framework of the Agreement in compliance with the principles of confidentiality and the use of effective means to eliminate practical difficulties and prevent potential conflict situations.

8.9. The Parties shall guarantee full confidentiality on the implementation of the anti-corruption terms and conditions of the Agreement, as well as the absence of negative consequences, both for the Party in general and for individual employees of the Party who reported the violation.

9. Confidentiality

9.1. The Parties agree that under the terms of the Agreement, the “Confidential Information” shall mean any data or information (which is not public or publicly available information) arising out of or in connection with the Agreement, including any information that the Parties have exchanged or that either Party has received in accordance with and/or in connection with the Agreement, as well as any information that either Party considers confidential and informs the other Party accordingly thereof. The Parties shall keep in confidence and not disclose or divulge confidential information, except in cases of obtaining a prior written consent of the other Party and in cases where Confidential Information is subject to disclosure in accordance with existing legislation, including for the performance of the Agreement.

9.2. The confidentiality obligations shall remain in effect for at least 10 years, unless otherwise agreed in writing by the Parties or provided for by existing legislation.

9.3. The confidentiality obligations shall not prevent the Parties from transmitting or disclosing the Confidential Information if either Party is obliged to do so in accordance with existing legislation.

10. Tax Clause

10.1. The Service Provider shall compensate to the Customer the VAT amount under a tax invoice that the Service Provider has failed to register in the Unified State Register of Tax Invoices within 365 calendar days from the date of its issue in accordance with the requirements of Article 201 of the Tax Code of Ukraine.

The tax invoice registered in the Unified Register of Tax Invoices with inconsistencies in the mandatory details specified in the requirements of Article 201 of the Tax Code of Ukraine (list of nomenclature, including UKT ZED foreign economic activity code) and for which the adjustment calculation is not registered to correct an error in accordance with Article 192 of the Tax Code of Ukraine, is considered to have been not registered in the Unified Register of Tax Invoices.

In case of late provision to the Customer of the adjustment calculation to the tax invoice that the Customer needs to register in the Unified Register of Tax Invoices within the time limits set out in Article 201 of the Tax Code of Ukraine, the Service Provider shall compensate the Customer for losses in the amount of penalties incurred by NPC Ukrenergo under Article 1201 of the Tax Code of Ukraine.

10.2. If the regulatory authorities (via a tax assessment notice, an inspection report, adjustments to the Customer's tax payer account card or in any other way) and/or a court decision (resolution) reduce the Customer's VAT tax credit on the Service Provider's tax invoices, reduce the Customer's tax expenses by the price of the Services purchased from the Service Provider, charge additional taxes, fees, mandatory payments to the Customer, charge penalties for violation of the tax legislation, or if the court rules to recover in favour of the state the income received as a result of an operation that is declared invalid/null and void, and this will be related to:

- annulment (cancellation) of the Service Provider's state registration;
- removal of the Service Provider from the Register of Value Added Tax Payers;
- economic relations of the Service Provider and/or its counterparties with enterprises that have signs of fictitiousness, which is recorded in inspection reports of the State Tax Inspection bodies or a court decision (resolution);
- inadequate bookkeeping and/or tax accounting, late, improper, or incomplete submission of mandatory tax reports to the tax authorities;
- tax authority or court establishing the invalidity of an agreement signed between the Customer and the Service Provider or the Service Provider and its counterparty;
- recovery in favour of the state of all assets received by the Customer under an invalid/void agreement signed between the Service Provider and the Customer.

10.3. The Service Provider shall, within 5 (five) calendar days from the date of the Customer's Claim for Damages, pay the Customer the funds in the amount equal to the amount of the reduced VAT tax credit, reduced tax expenses, charged additional taxes, fees, mandatory payments, accrued penalties, assets collected in favour of the state received under the agreement that was declared invalid/null and void (hereinafter referred to as the Indemnity).

10.4. If the Customer has debt to the Service Provider and the Service Provider fails to fulfil its Indemnity obligations within the period specified above, the Indemnity shall be paid by offsetting counter claims using the funds to be paid to the Service Provider by the Customer under any monetary obligations.

10.5. If the Service Provider fails to fulfil its obligations specified herein, the Customer has the right to recover the Indemnity amount in court.

10.6. If any act (actions) of the controlling body or a court decision (which served as a basis for the Indemnity obligation) are later recognised as illegal and cancelled (in whole or in part), the Customer undertakes to return to the Service Provider the funds received as Indemnity payment in the proportionate amount (proportionally, depending on the part of the act/actions/decisions that are recognised as illegal, cancelled, or amended). At the same time, if any additional taxes, fees, and penalties are actually withheld from the Customer to the budget, these funds will be returned to the Service Provider only after the Customer has actually received them from the budget and only in the

amount that has been returned from the budget (this clause in the above version applies if the Service Provider is a Ukrainian business entity and a Ukrainian resident VAT payer).

11. Miscellaneous

11.1. The Agreement is made in two copies in Ukrainian and English in a paper or electronic form, and both texts and both copies shall have equal legal effect. If there is any difference in texts, the Ukrainian text shall prevail. The language of correspondence shall be Ukrainian or English.

11.2. The Agreement, its annexes, as well as all amendments and addenda to the Agreement shall be integral parts hereof and shall be considered valid only if made in a written or electronic form, signed by authorised representatives of both Parties, and affixed with the seals (if any) of the Parties.

11.3. Any amendments to the Agreement shall be made by the Parties in compliance with the terms of the Agreement and the requirements of the current legislation of Ukraine.

11.4. The procedure of introducing changes to the Agreement. The Party initiating changes to the Agreement shall send to the other Party the proposed changes to the Agreement (draft amendment) in accordance with the procedure established by the current legislation of Ukraine and the Agreement. The Party that has received changes to the Agreement has the right to formalise such changes within 20 (twenty) calendar days if these changes are acceptable, or shall send the statement of disagreements to the other Party together with the signed amendment. If the Parties fail to agree on the terms and conditions of changes to the Agreement, or if they do not receive a response to the proposed changes within the timeframe specified, such amendment to the Agreement shall be considered not concluded.

11.5. Any changes to the Agreement shall be agreed in advance by the Parties, issued as amendments to the Agreement and signed by the Parties.

11.6. The Parties undertake to notify each other in writing of any changes in location, bank details, and other changes that may affect the performance of the Agreement.

11.7. In the event of a conflict of interest or its potential occurrence, the Parties shall resolve issues related to the further performance of the Agreement through negotiations.

11.8. The Service Provider may transfer its rights and obligations under the Agreement to third parties only subject to the written consent of the Customer.

11.9. For the capacity volume of the generating unit for which the Service Provider has been recognised as the successful tenderer of the Tender for the construction of the generating capacity and for which the Agreement is concluded, it is prohibited to submit bids for participation in special auctions on the ancillary services market.

11.10. For the capacity volume of the generating unit for which the Service Provider has been recognised as the successful tenderer of the Tender for the construction of the generating capacity and for which the Agreement is concluded, it is prohibited to submit bids for participation in other tenders or support initiatives for the purpose of obtaining additional payments, preferences or incentives from the government pursuing the development or construction of generating capacities of this generation unit.

11.11. NPC UKRENERGO operates without a corporate seal.

12. Location and Bank Details of the Parties

The Service Provider

The Customer

Private Joint Stock Company “National Power Company Ukrenergo”

Location: 25, Symona Petliury Street, Kyiv, 01032

EDRPOU enterprise code 00100227,

TIN 001002226654, Account No.

(signature, full name)
" " _____

at JSC Oschadbank

(signature, full name)
" " _____
