

APPROVED

Order of the Ministry of
Transport and
Communications of the
Republic of Belarus
dated 16.08.2019 No.67-D

**PREQUALIFICATION TENDER DOCUMENTATION
FOR THE PROJECT ON RECONSTRUCTION AND MAINTENANCE OF THE
OBJECT “M-10 HIGHWAY THE BORDER OF RUSSIAN FEDERATION
(SELISTCHE) – GOMEL – KOBRIN KM 109.9 – KM 195.15” ON THE PRINCIPLES
OF PUBLIC-PRIVATE PARTNERSHIP**

**(with amendments No. 1 approved on 22.05.2019 and published on 23.05.2019 and
amendments No. 2 approved on 12.06.2019 and published 12.06.2019 and amendments
No. 3 approved on 26.07.2019 and published 26.07.2019 and amendments No. 4 approved
on 16.08.2019 and published 16.08.2019)**

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1. INTRODUCTION

1.1 Introduction

The Ministry of Transport and Communications of the Republic of Belarus acting on behalf of the Republic of Belarus as the public partner (hereinafter – the “**Public Partner**”) hereby invites applications from prospective bidders on tender participation in the project on reconstruction and maintenance of the object “M-10 Highway the border of the Russian Federation (Selistche) - Gomel - Kobrin km 109.9 – km 195.15” on the principles of public-private partnership (hereinafter – the “**PPP Project**” or the “**M-10 Highway PPP Project**”).

The tender under the PPP Project is to be held in three stages:

- 1) prequalification of bidders, including prequalification selection and forming a list of bidders;
- 2) consultations with the bidders included into the list of bidders in accordance with the terms of the preparatory tender documentation;
- 3) selection of the winner of the tender in accordance with the terms of the final tender documentation formed on the basis of the preparatory tender documentation and the results of consultations.

The PPP Project will be awarded upon the results of the tender under the PPP Project. The public-private partnership agreement is to be concluded with the Winner of the Tender being a commercial company created in accordance with the legislation of the Republic of Belarus or with the Commercial Entity of the Winner of the Tender (as defined below).The remuneration to the Private Partner (as defined below) under the PPP Project is paid in the form of availability payments payable both following entry of the Project Road (as defined below) into operation and on certain parts of the Project Road during the

reconstruction period (in the form of payments for operation and maintenance) subject to availability factors and performance adjustments as defined in the public-private partnership agreement.

As part of the bid submission Selected Bidders (as defined below) will be required, according to the terms of the final tender documentation, to provide the financial assurance in the form of the bank guaranty in Belarusian roubles or foreign currency equal to an amount of EUR 2 200 000 (two million two hundred thousand), securing the fulfilment of the obligations on execution of the PPP Agreement, the direct agreement, other agreements (if needed) stipulated by the public-private partnership agreement and fulfilment of the terms of providing the private partner with the funding by the lenders under the respective agreements. The requirements for provision of the bank guarantee will be detailed in the preparatory tender documentation.

The following prequalification procedure has been adopted:

1. The Public Partner approved this prequalification tender documentation on 23.04.2019 and published it on the official website of the Public Partner on the Internet on 29.04.2019, approved amendments No. 1 on 22.05.2019 and No. 2 on 12.06.2019 and No. 3 on 26.07.2019 and No. 3 on 16.08.2019 and published them on the official website of the Public Partner on the Internet on 23.05.2019 and 12.06.2019 and 26.07.2019 and 16.08.2019 respectively (hereinafter – the **“Prequalification Documentation”**)
2. Following submission of applications for participation in the tender, bidders will be evaluated from the perspective of their compliance with the conditions determined by the legislation and the requirements reflected in this Prequalification Documentation. Upon the results of the prequalification selection a list of the bidders is to be formed, therewith, in the cases specified by the legislation and this Prequalification Documentation the list of the bidders is to be formed with application of the Shortlisting Conditions (as defined below). Those bidders that meet all of the conditions and requirements and are included into the list of the bidders shall be designated as selected bidders and are eligible for further participation in the tender.

1.2 Glossary

“Affiliates” means the persons having the right to determine directly or indirectly the decisions of the Bidder being a single legal entity (any of legal entities which jointly have the status of the Bidder), as well as the legal entities not less than 15 % of voting stocks (shares in the charter capital) of which are held by the abovementioned persons or the Bidder being a single legal entity (any of the legal entities which jointly have the status of the Bidder).

“Application” means a set of documents prepared by the Bidder in accordance with this Prequalification Documentation for participation in the Prequalification.

“Authorised Representative of the Public Partner” means State Enterprise “Belavtostrada” authorised by the Edict of the President of the Republic of Belarus dated 26.11.2018 No. 461 “On reconstruction of the highway” (hereinafter – the **«Edict»**) to act under the PPP Project as the authorised representative of the Public Partner and to perform the following functions:

- performance of organizational and technical works on holding the Tender;
- provision to the Public Partner of information on performance by the Private Partner of the conditions of the PPP Agreement;
- other functions stipulated by the Edict and the PPP Agreement;

“Bidder” means a legal entity, including a foreign one, that has submitted an individual Application, or a group of the mentioned entities that have submitted a joint Application.

“Commercial Entity of the Winner of the Tender” means a commercial entity created in accordance with the legislation of the Republic of Belarus for the purposes of conclusion and performance as the Private Partner of the PPP Agreement by the Winner of the Tender being a foreign legal entity, a non-commercial organization created in accordance with the legislation of the Republic of Belarus or a group of legal entities.

“Disclosed Data” has the meaning given to it in subparagraph 1.5.1. of paragraph 1.5. of this Prequalification Documentation.

“Equity” means the difference between assets and liabilities (external sources) of a legal entity determined in accordance with IFRS; the presentation (reporting) of the equity is regulated by International Accounting Standard IAS 1 “Presentation of Financial Statements” for the purposes of reporting under IFRS.

“Financial Close” means the date on which all provisions of the PPP Agreement enter into force that will have a place, particularly, after execution by the Private Partner of the finance agreements with the lenders and fulfilment of the terms of providing the Private Partner with this funding under the respective agreements.

“Financial Prequalification Conditions” means the prequalification conditions stipulated by the legislation and detailed with the requirements set out in subparagraph 2.5.2. of paragraph 2.5. of this Prequalification Documentation.

“General Prequalification Conditions” means the prequalification conditions stipulated by the legislation and detailed with the requirements set out in subparagraph 2.5.1. of paragraph 2.5. of this Prequalification Documentation.

“IFRS” means International Financial Reporting Standards.

“Infrastructure Projects” has the meaning given to it in subparagraph 4.4.1. of paragraph 4.4. of this Prequalification Documentation.

“Multilateral Financial Organizations” means institutions each established by two or more countries and providing financing for the purposes of development, including Bank for International Settlements, International Monetary Fund, European Central Bank, European Stability Mechanism (ESM), European Financial Stability Facility (EFSF), International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), Multilateral Investment Guarantee Agency (MIGA), International Development Association (IDA), Asian Development Bank (ADB), African Development Bank (AfDB), European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), European Investment Bank (EIB), Nordic Investment Bank (NIB), Caribbean Development Bank (CDB), Islamic Development Bank (IDB), Council of Europe Development Bank (CEDB), International Finance Facility for Immunization (IFFIm), Asian Infrastructure Investment Bank (AIIB), Eurasian Development Bank, Interstate Bank.

“Own Monetary Funds” means the amounts belonging on the legal ground to a Bidder being a single legal entity or, in case a Bidder is a group of legal entities, to each legal entity submitting a joint Application.

“PPP Agreement” means the written public-private partnership agreement that will be executed for the purposes of implementation of the PPP Project by and between the Public Partner and the Winner of the Tender or the Commercial Entity of the Winner of the Tender.

“PPP Project” means the project for reconstruction and maintenance of the object “M-10 Highway the border of the Russian Federation (Selistche) – Gomel –Kobrin km 109.9 – km

195.15” on the principles of public-private partnership, providing for the design, reconstruction, financing of the Project Road and the Transfer Elements, as well as operation and maintenance of the Project Road.

“Prequalification” means a tender stage providing for a prequalification selection of the Bidders on the basis of the Prequalification Conditions and any other applicable requirements stipulated by the Prequalification Documentation and forming the list of the Bidders; therewith, in the cases specified by this Prequalification Documentation the list of the Bidders is formed with application of the Shortlisting Conditions.

“Prequalification Documentation” means a prequalification tender documentation under the PPP Project approved by the Public Partner on 23.04.2019 and published on its official website on the Internet on 29.04.2019.

“Prequalification Conditions” means the prequalification conditions stipulated by the legislation and detailed with the requirements set out in paragraph 2.5. of this Prequalification Documentation.

“Private Partner” means the commercial entity being the Winner of the Tender that is established in accordance with the legislation of the Republic of Belarus and has concluded the PPP Agreement with the Public Partner or, in case the Winner of the Tender is a group of legal entities, a non-commercial entity established in accordance with the legislation of the Republic of Belarus or a foreign legal entity – the Commercial Entity of the Winner of the Tender that has concluded the PPP Agreement with the Public Partner.

“Project Road” means those objects of the Works that are operated and maintained by the Private Partner until the Expiry Date or Early Termination (as they are defined in the PPP Agreement).

“Public Partner” means the Republic of Belarus on which behalf under the PPP Project the Ministry of Transport and Communications of the Republic of Belarus is acting.

“Rest Areas” means roadside facilities that include toilet facilities and picnic seating for the use of the users of the Project Road. For the avoidance of doubt Rest Areas do not include fuel stations.

“Selected Bidder” means the Bidder that meets all of the Prequalification Conditions and any other applicable requirements set out in this Prequalification Documentation and is included into the list of the Bidders. Therewith, in the cases specified by the legislation the list of the Bidders is formed with application of the Shortlisting Condition.

“Service Areas” means roadside facilities including a fuel station and that may also include restaurants and other facilities.

“Shortlisting Conditions” means the stipulated by the legislation conditions of forming the list of the Bidders consisting of five Bidders detailed with the requirements set out in paragraph 4.4. of this Prequalification Documentation.

“Technical Prequalification Conditions” means the prequalification conditions stipulated by the legislation and detailed with the requirements set out in subparagraph 2.5.3. of paragraph 2.5. of this Prequalification Documentation.

“Tender” means the tender under the project on reconstruction and maintenance of the object “M-10 Highway the border of the Russian Federation (Selistche) – Gomel – Kobrin km 109.9 – km 195.15” on the principles of public-private partnership.

“**Tender Commission**” means the tender commission set up by the Public Partner for organization and holding the Tender.

“**Transfer Elements**” means those objects that are constructed as part of the Works and which are, once approved, passed over to a third party and for which the Private Partner, with the exception of the defect liability, has no operation or maintenance responsibility.

“**Winner of the Tender**” means the Selected Bidder which bid upon the decision of the Tender Commission complies with the final tender documentation and is the best in comparison to the bids of other Bidders (if any), and in case the bid is submitted by one Bidder and is considered to be in compliance with the final tender documentation or if only one bid is in compliance with the final tender documentation – the Bidder which submitted such bid.

“**Winter Maintenance Salt Storage Area**” means a covered storage area for winter maintenance materials to be constructed by the Private Partner, if required, adjacent to the M-10.

“**Works**” means the design and construction / reconstruction works included in the PPP Project and described in paragraph 1.4. of this Prequalification Documentation.

1.3 PPP Project implementation period

The PPP Project implementation period is twenty (20) years from the date of the Financial Close.

1.4 Works Description

The Works shall be performed in compliance with the design documentation and other requirements stipulated by the legislation, the final tender documentation and the PPP Agreement, taking into account the amendments, if any, made by the Private Partner to the extent allowed by the final tender documentation and the PPP Agreement (including all its Schedules). The design documentation, including completed pre-design engineering surveys, will be presented to the Selected Bidders as a part of the preparatory tender documentation at the stage of consultations. Therewith for the purposes of the Prequalification the Public Partner has prepared and provided to the potential Bidders as a part of the Disclosed Data the materials and data allowing to assess the scope of Works to be performed under the PPP Project. The Works are performed in respect of, including but not limited to¹:

1.4.1 the highway “M-10 Highway the border of the Russian Federation (Selistche) - Gomel - Kobrin” (hereinafter – the “**M-10 highway**” or “**M-10**”)

(a) Section 1

Section 1 runs from km 109.9 to km 126.0. It starts at a new grade separated junction that replaces the existing at-grade roundabout with the republican road R-33 (from Rechitsa to Khoyniki). It contains 12 accesses and junctions with 2 of these being grade separated. This section runs through the Rechitskoye oil field and parallel to JSC “Gomeltransneft Druzhba” trunk oil line. It passes through the Korosten, Kaporovka, Budka, Prudistche and Tishkovka settlements.

¹ The mentioned description of the Works is based on the initial design documentation under the PPP Project. We note that in case of amending the initial design documentation by the Private Partner the scope of the Works that shall be performed by the Private Partner under the PPP Project may be also subject to amendments to the extent allowed by the applicable legislation.

• Plan Length ²	16.10 km
• Design Documentation Length ³	16.79 km
• Number of grade separated junctions	2
• Number of at-grade junctions	5
• Number of at-grade accesses	5
• Bridges and overpasses (including traffic intersections)	3
• Underpasses (pedestrian or animal)	1
• Rest Areas	0
• Service Areas	0
• Winter Maintenance Salt Storage Area	1

(b) Section 2

Section 2 runs from km 126.0 to km 144.422. It starts after the Tishkovka settlement. It contains 12 accesses and junctions which are all at-grade. This section passes the Korovatichi settlement and runs parallel to JSC “Gomeltransneft Druzhba” trunk oil line.

• Plan Length	18.422 km
• Design Documentation Length	18.386 km
• Number of grade separated junctions	0
• Number of at-grade junctions	1
• Number of at-grade accesses	11
• Bridges and overpasses (including traffic intersections)	0
• Underpasses (pedestrian or animal)	1
• Rest Areas	0
• Service Areas	0

(c) Section 3

Section 3 runs from km 144.422 to km 158.415. It contains 18 junctions and accesses including 1 which is grade separated. This section runs through Zastchebie settlement, overpasses the “Vasilevichi to Khoiniki” railway. The alignment diverts from the existing line from km 151 to 152.5 to increase the distance from OJSC “Gomeltransneft Druzhba” trunk oil line and to improve the horizontal alignment. The road passes through the Glinnaya Sloboda settlement where it includes an at-grade junction.

² Plan Length of the Project Road Section is based on plan length between chainages on the centre line of the highway and ignoring any increased length due to the longitudinal slope of the highway.

³ Design Documentation Length of the Project Road Section is calculated in accordance with Belarusian standards.

- Plan Length 13.993 km
- Design Documentation Length 13.98 km
- Number of grade separated junctions 1
- Number of at-grade junctions 0
- Number of at-grade accesses 17
- Bridges and overpasses (including traffic intersections) 2
- Underpasses (pedestrian or animal) 2
- Rest Areas 0
- Service Areas 0

(d) Section 4

Section 4 runs from km 158.415 to km 182.80. It contains 26 junctions and accesses with 3 of these being grade separated.

- Plan Length 24.385 km
- Design Documentation Length 24.41 km
- Number of grade separated junctions 3
- Number of at-grade junctions 0
- Number of at-grade accesses 23
- Bridges and overpasses (including traffic intersections) 4
- Underpasses (pedestrian or animal) 1
- Rest Areas 1
- Service Areas 0
- Winter Maintenance Salt Storage Area 1

(e) Section 5

Section 5 runs from km 182.80 to km 195.15. It starts after the grade separated junction with the republican road R-31 “from Bobruisk to Mozyr to the Ukrainian border”. The Section diverts northwards from the line of the existing M-10 highway to bypass Kalinkavichy town and ends at the bypass junction with the existing road at km 195.15 according to the design documentation. It contains 13 junctions with 2 of these being grade separated.

Section 5 is split into two separate sections namely 3.90 km Section 5a, which is the widening of the existing R-31, and Section 5b which is an 8.45 km length of new dual carriageway linking the widened R-31 to the existing M-10 highway.

- Plan Length 12.35 km

• Design Documentation Length	12.204 km
• Number of grade separated junctions	2
• Number of at-grade junctions	0
• Number of at-grade accesses	11
• Bridges and overpasses (including traffic intersections)	5
• Underpasses (pedestrian or animal)	0
• Rest Areas	0
• Service Areas	0
• Winter Maintenance Salt Storage Area	1

1.4.2 Existing Utilities

All Sections contain an element of utility diversion and/or the provision of new utilities. The works in respect of gas and oil pipelines including the oil line “Druzhba” are included at all sections of the Project Road.

1.4.3 Highway Related Technology (HRT) to the east of Section 1

- (a) In addition to the HRT in Sections 1 to 5, the Works also include an extensive length of ducting and fibre optic cable to be laid to the east (towards Gomel) of Section 1 to connect the CCTV cameras on the M-10 highway to the HRT network in Gomel. The Private Partner is responsible for the design, planning and construction of both the ducts and the fibre optic cable for this connection but not their operation or maintenance.
- (b) The Works include the installation and commissioning, but not the operation and maintenance, of HRT equipment on the section of the M-10 highway between Section 1 and Gomel.

1.4.4 The Works are for the design⁴ and construction / reconstruction of:

- (a) the widening of the existing M-10 highway from a single 2-lane (1+1) highway to a dual 4 lane (2+2) carriageway for Sections 1, 2, 3 and 4;
- (b) the widening of the R-31 from a single 2-lane (1+1) highway to a dual 4 lane (2+2) carriageway as part of Section 5; including widening of existing rail bridges;
- (c) a new dual 4 lane (2+2) carriageway as part of Section 5;
- (d) works to existing utilities;
- (e) highway related technology both within Sections 1 to 5 and adjacent to the existing M-10 highway to the east of Section 1.

1.5 PPP Project Materials and Information

1.5.1 The Public Partner confirms that:

⁴ Although the Private Partner will be provided with the design documentation, the Public Partner will not assume any responsibility for it and the Private Partner will remain responsible for design under the PPP Project.

- (a) it has made available to the potential Bidders materials, documents and data related to the PPP Project and connected with submission of an Application, that are located at the following link: <http://www.mintrans.gov.by/ru/gos-prt-ru/>; and
- (b) it will use its reasonable endeavours to disclose to the Bidders any further materials, which come into its possession during the Tender process,
(hereinafter – the “**Disclosed Data**”).

1.5.2 Each Bidder acknowledges and confirms that, although it has been provided with the Disclosed Data from the Public Partner, no warranty is provided in respect of the Disclosed Data and the Bidder will take full responsibility for the performance of the PPP Project, the compliance of the design documentation and any other information provided to it with the requirements imposed thereon.

1.5.3 The Public Partner shall not be liable to any Bidder as a result of any inaccuracy, omission, unfitness for any purpose or non-compliance of any kind whatsoever in the Disclosed Data provided by the Public Partner to the Bidder.

1.6 Regulatory Regime

The Tender process shall be governed by the Edict, the Law of the Republic of Belarus dated 30.12.2015 No. 345-Z “On public-private partnership” (to the extent not contradicting to the Edict), the Resolution of the Council of Ministers of the Republic of Belarus dated 29.01.2019 No. 60 “On approval of the Regulation on the procedure of preparation and holding the prequalification of bidders under the project on reconstruction and maintenance of the object “M-10 Highway the border of the Russian Federation (Selistche) – Gomel –Kobrin km 109.9 – km 195.15” on the principles of public-private partnership” (hereinafter – the «**Resolution**»), the Resolution of the Council of Ministers of the Republic of Belarus dated 06.07.2016 No. 532 “On measures for implementation of the Law of the Republic of Belarus dated December 30, 2015 “On public-private partnership” (to the extent not contradicting to the Resolution). These legal acts *inter alia* define the procedure and conditions of holding the Tender and the preparatory actions for conclusion of the PPP Agreement.

1.7 Joint Application

Several legal entities that have submitted a joint Application shall jointly have a status of the Bidder.

1.7.1 Designated person

Legal entities that have submitted a joint Application shall appoint and authorise one of them as a lead member to act and undertake obligations on behalf of all legal entities that have submitted a joint Application in all matters connected with the joint Application and the Tender process, including signing of the non-disclosure agreement which form is stipulated in Appendix 7 to this Prequalification Documentation (hereinafter – the «**Lead Member**»).

1.7.2 Participation Restrictions

Participation in the Tender of several legal entities forming a group of entities in the meaning of Article 8 of the Law of the Republic of Belarus dated 12.12.2013 No. 94-Z “On counteraction to monopolistic activities and development of competition” is

possible only if the mentioned entities form a part of one Bidder that have submitted a joint Application.

1.7.3 Requirements to the Winner of the Tender

In case the Bidder being a group of legal entities that have submitted a joint Application becomes the Winner of the Tender, the composition of such legal entities that have submitted a joint Application, as well as their shares declared in the information in respect of a Bidder submitted in the forms specified in Appendix 1 and Appendix 1-1 to this Prequalification Documentation may not be changed when establishing the Commercial Entity of the Winner of the Tender in accordance with the requirements of the legislation of the Republic of Belarus by the Winner of the Tender for the purposes of execution and implementation of the PPP Agreement.

1.8 Costs

Each Bidder shall solely bear all costs associated with the preparation and submission of its Application.

2. ARRANGEMENTS FOR PREQUALIFICATION

2.1 Language of Application

Applications and all correspondence and documents related to the Prequalification shall be submitted in Russian. Any documents or information originally prepared in a different language shall be accompanied with a certified Russian translation with reference to peculiarities provided for in this Prequalification Documentation. In the event that an English language version of any of the abovementioned documents is available this can be additionally included as a part of the Application. However, in case of discrepancies between the Russian version of the Application and the Application (its part) in the other language, the Russian version will take precedence.

2.2 Bidder Information and Documents

Each Bidder shall submit to the Tender Commission:

2.2.1 Information in respect of a Bidder in the form of Appendix 1 to this Prequalification Documentation setting out the information in relation to the Bidder and (if relevant) each of the legal entities that have submitted a joint Application.

2.2.2 The following legal documents and information:

- (a) a copy of the by-laws of the Bidder being a single legal entity or each of the legal entities that have submitted a joint Application; and
- (b) a copy of the state registry certificate of the Bidder being a single legal entity or each of the legal entities that have submitted joint Application - for the legal entities of the Republic of Belarus; or
- (c) legalized extract from the commercial registry of a country of incorporation or other equivalent evidence of the legal status of the Bidder being a single legal entity or each of the legal entities that have submitted a joint Application made under the legislation of the country of incorporation (the extract must be dated not later than one year before the day of submission of the Application and it must be translated into the Russian or Belarusian

language (the authenticity of the translator's signature must be notary certified) – for the foreign legal entities;

- (d) bank statement from the bank in which the Bidder being a single legal entity or each of the legal entities that have submitted a joint Application has an opened bank account confirming the amount of Own Monetary Funds. Such statement must be provided to the Bidder being a single legal entity or each of the legal entities that have submitted a joint Application not more than 30 calendar days prior to submission of the Application;
- (e) written confirmation of the Bidder being a single legal entity or each of the legal entities that have submitted a joint Application that it was not a party to an investment agreement with the Republic of Belarus or a concession agreement or public-private partnership agreement concluded with the Republic of Belarus or its administrative-territorial unit terminated (dissolved) due to improper performance or non-performance by it of its obligations;
- (f) audited financial statements for the last closed accounting period prior to the date of publication of this Prequalification Documentation and for which the Bidder being a single legal entity or each of the legal entities that have submitted a joint Application has the duty to have a financial statement verified by an auditor and confirming the amount of the Equity, in the form set out in Appendix 4 to this Prequalification Documentation;
- (g) other documents stipulated by this Prequalification Documentation and/or Appendixes thereto.

2.3 Joint Application Documents

If a group of legal entities wishes to submit a joint Application, the following documents shall also be submitted to the Tender Commission as part of such joint Application:

- 2.3.1 notarized powers of attorney evidencing the appointment of the Lead Member and authorising it to act and undertake obligations on behalf of all the legal entities that have submitted a joint Application in all matters connected with the joint Application and the Tender process;
- 2.3.2 an agreement to be entered into between the legal entities that have submitted a joint Application and to be executed by their representatives which, *inter alia*, confirms each legal entity's commitments and participation interest in the proposed counterparty to the PPP Agreement;
- 2.3.3 information in respect of a Bidder being a group of legal entities that have submitted a joint Application in the form of Appendix 1-1 to this Prequalification Documentation.

2.4 Power of Attorney

Each Bidder being a single legal entity or, if the Bidder is a group of legal entities that have submitted a joint Application, the Lead Member shall provide a notarized power of attorney in the form of Appendix 2 to this Prequalification Documentation indicating that the person signing the Application has the authority to sign on behalf of the Bidder being a single legal entity or the Lead Member respectively.

2.5 Prequalification Conditions

2.5.1 General Prequalification Conditions

Each Bidder being a single legal entity or each of the legal entities that have submitted a joint Application shall satisfy the following general conditions:

- (a) it shall not be under liquidation (termination), reorganization (with the exception of a legal entity that is merged with another legal entity), neither have its assets arrested nor have its operations ceased under the legislation of the Republic of Belarus and the legislation of the country of its incorporation;
- (b) it shall not be a party to investment agreement with the Republic of Belarus or concession agreement or public-private partnership agreement executed with the Republic of Belarus or its administrative-territorial unit and having been terminated (dissolved) due to improper performance or non-performance by it of its obligations;
- (c) it shall possess the Own Monetary Funds in amount not less than BYN 100,000 (one hundred thousand) (or equivalent in foreign currency). For the purposes of assessing the amount in foreign currency, the exchange rate stipulated by the National Bank of the Republic of Belarus as of the date of issue of the bank statement provided for by item (d) of subparagraph 2.2.2. of paragraph 2.2. hereof shall be used;
- (d) the Application is submitted by the person (persons) in a proper manner authorised therefor;
- (e) it shall not be presented in a group of legal entities that have submitted a joint Application — for the Bidder being a single legal entity, or it shall not be presented in more than one group of legal entities that have submitted a joint Application — for the Bidder being a group of legal entities that have submitted a joint Application;
- (f) as of the 1st day of the month preceding the month of submitting the Application, it shall have no arrears in payments of taxes, fees or other obligatory payments to the state and local budgets of the Republic of Belarus, including state specialized budgetary funds, state extra-budgetary funds of the Republic of Belarus, as well as in payments of taxes, fees or other obligatory payments to the respective budgets and funds of foreign countries.

In order to evidence compliance with the General Prequalification Conditions, each Bidder being a single legal entity or each of the legal entities that have submitted a joint Application shall provide a declaration in the form set out in Appendix 3 to this Prequalification Documentation, as well as the documents stipulated by items (a) - (e) of subparagraph 2.2.2. of paragraph 2.2. of this Prequalification Documentation.

2.5.2 Financial Prequalification Conditions

Each Bidder shall possess the Equity in amount not less than BYN 80 000 000 (eighty million) (or equivalent in foreign currency) calculated in accordance with IFRS.

The Bidder being a single legal entity or each of the legal entities that have submitted a joint Application shall prove the Equity by submitting complete financial statements according to IFRS for the last closed accounting period prior to the date of publication

of this Prequalification Documentation and for which the Bidder being a single legal entity or each of the legal entities that have submitted a joint Application has the duty to have a financial statement verified by an auditor. If the Bidder being a single legal entity or any of the legal entities that have submitted a joint Application does not have financial statements prepared according to IFRS, it shall convert the data from its financial statements using the conversion algorithm to IFRS after which this converted data shall be verified by the auditor or by other equivalent document.

Foreign currencies shall be converted to BYN based on the exchange rate issued by the National Bank of Belarus as of the last day of the last closed accounting period with regard to which the complete financial statements have been submitted according to applicable requirements.

Each Bidder being a single legal entity or each of the legal entities that have submitted a joint Application shall provide information on its Equity attaching such audited financial statements as set out in item (f) of subparagraph 2.2.2. of paragraph 2.2. of this Prequalification Documentation.

A Bidder being a group of the legal entities that have submitted a joint Application is deemed to satisfy the Financial Prequalification Conditions if the cumulative Equity values for all the legal entities that have submitted a joint Application is not less than the Equity value requirement set out in subparagraph 2.5.2. of paragraph 2.5. of this Prequalification Documentation.

2.5.3 Technical Prequalification Conditions

Each Bidder shall demonstrate its participation in the implementation of at least two public-private partnership projects⁵ in the field of road transport infrastructure in which it (any of the legal entities that have submitted a joint Application) holds or held at least a 15% in the voting rights in the project companies implementing public-private partnership projects or is or has itself been a project company implementing the public-private partnership project. For the purposes of confirmation of its experience of participation in the implementation of such projects the Bidder (any of the legal entities that have submitted a joint Application) may refer to the experience of the Affiliates as stipulated by this Prequalification Documentation.

The project company is considered to be the company which has concluded the contract on implementation of the public-private partnership project with the public sector (hereinafter – the “**Project Company**”).

Any of public-private partnership projects for which a reference is submitted shall have:

⁵ For the purposes of this paragraph a “public-private partnership project” includes long-term contractual relationships between the public and private sectors in the area of infrastructure investment and the provision of public services related to that infrastructure; it consists of at least a “Design-Build-Finance-Maintenance” contract pursuant to which the private party provides the design and construction / reconstruction of the structure, project financing and during the agreed period its operation and maintenance. A “public-private partnership project” is characterised by (i) the allocation of risks between the public sector and private sector, where the private party takes some economic risks of the public-private partnership project (for example, the risk of construction and availability/demand), (ii) the consideration of the private party which includes direct payments from the public partner in the operation and maintenance phase and/or payments from the users of the infrastructure. A «public-private partnership project» includes concessions for construction works which fulfil the abovementioned characteristics and services concessions only in the event that the project included construction or reconstruction works.

- (a) reached either financial close or the operation and maintenance phase within the last ten (10) years;
- (b) involved the construction and (or) reconstruction, financing, as well as operation and maintenance of a road, bridge and (or) tunnel;
- (c) had a public-private partnership project implementation period or the period of completion of the public-private partnership project under the public-private partnership contract of at least 15 (fifteen) years from the date of financial close;
- (d) not been terminated early due to improper performance or non-performance by the Project Company of its obligations;
- (e) had a total amount of capital expenditure (excluding financing costs) under the public-private partnership project at least BYN 250 000 000 (two hundred and fifty million) (the foreign currency is to be converted into BYN at the exchange rate established by the National Bank of the Republic of Belarus as of the date of publication of this Prequalification Documentation).

Therewith the Bidder shall have had the required participation in the Project Company during the whole period of construction and (or) reconstruction of a road, bridge and (or) tunnel.

Each Bidder shall demonstrate compliance with the Technical Prequalification Conditions for each public-private partnership project submitted by providing the respective information in the form set out in Appendix 5 to this Prequalification Documentation together with the respective confirmation of the public sector organization executed on the letterhead of such organization and signed and sealed by the authorized person (if seal exists).

In the event that a Bidder being a single legal entity (any legal entity that have submitted the joint Application) is using experience of an Affiliate to satisfy Technical Prequalification Conditions, it shall provide a written letter of support from the Affiliate in the form set out in Appendix 6 to this Prequalification Documentation.

For the purposes of confirmation of compliance with the Technical Prequalification Conditions, the Tender Commission is entitled to request additionally from the Bidder and (or) the respective public sector organization that have provided the confirmation to it according to the provisions of this paragraph the required information in respect of the submitted data and information, and the Bidder shall provide its consent to obtain such information from the respective public sector organization in the form set out in Appendix 5 to this Prequalification Documentation.

3. APPLICATION SUBMISSION

3.1 Clarifications

If clarifications in respect of the provisions of the Prequalification Documentation are required to be obtained, any potential Bidder may apply to the Tender Commission. A written request of a potential Bidder for clarification of the provisions of the Prequalification Documentation is to be sent to the postal address of the contact person of the Tender Commission specified in this Prequalification Documentation. The Bidder's request for clarification of the provisions of the Prequalification Documentation in electronic form is to be sent to the email address of the

contact person of the Tender Commission specified in this Prequalification Documentation. If a potential Bidder sends a written request, its electronic copy must also be sent to the email address of the contact person of the Tender Commission.

Request for clarification of the provisions of the Prequalification Documentation shall be submitted by either: 1) a potential Bidder being a single legal entity, or 2) a lead member of a potential Bidder being a group of legal entities (consortium), and shall contain the respective information about the capacity in which the person requesting clarification of the provisions of the Prequalification Documentation is planning to participate in the Tender.

Requests for clarification of provisions of the Prequalification Documentation are to be accepted at any time prior to 16:00 Minsk time on 14.06.2019. Clarification of provisions of the Prequalification Documentation will be published on the official website of the Public Partner on the Internet without indication of the person who requested to clarify the provisions of the Prequalification Documentation.

3.2 Format of an Application

Each Application shall contain the following documents:

Part I – General Information

- (a) List of documents provided by the Bidder as a part of the Application with indication of the name, date, number of pages of each separate document and page numbers of each separate document within the Application.

Part II – Bidder Information and Authorisation

- (b) Information in respect of a Bidder and documents as required in paragraph 2.2. of this Prequalification Documentation .
- (c) (If applicable) joint Application Documents as required in paragraph 2.3. of this Prequalification Documentation.
- (d) Power of Attorney as required in paragraph 2.4. of this Prequalification Documentation.

Part III – Prequalification Conditions

- (e) Documents which, in accordance with subparagraph 2.5.1. of paragraph 2.5. of this Prequalification Documentation, shall be provided in order to evidence compliance with the General Prequalification Conditions.
- (f) Documents which, in accordance with subparagraph 2.5.2. of paragraph 2.5. of this Prequalification Documentation, shall be provided in order to evidence compliance with the Financial Prequalification Conditions.
- (g) Documents which, in accordance with subparagraph 2.5.3. of paragraph 2.5. of this Prequalification Documentation, shall be provided in order to evidence compliance with the Technical Prequalification Conditions.

Part IV – Other Documents

- (h) Non-disclosure Agreement, which form is set out in Appendix 7 to this Prequalification Documentation signed by the Bidder being a single legal entity or Lead Member (if the Bidder is a group of legal entities that have submitted a joint Application).

3.3 Timetable and deadline for submission of Applications

The timetable for the period prior to submission of Applications is as follows:

Activity	Deadline
Deadline for submission of clarifications in respect of the provisions of the Prequalification Documentation	28.06.2019 prior to 16:00 Minsk time
Deadline for submission of Applications	30.08.2019 prior to 14:00 Minsk time
Date of opening the submitted Applications	02.09.2019 at 12:00 Minsk time

The Public Partner may in its sole discretion and without prior notice to the Bidders amend the timetable not less than 10 business days prior to the deadline for submission of Applications. If it is necessary to amend the timetable less than 10 business days prior to the deadline for the submission of Applications, the deadline for submission of Applications shall be extended to ensure that at least 10 business days remain prior to the deadline for submission of Applications. The Public Partner shall immediately give notice to Bidders of any changes to the timetable by means of placement of the respective information on the official website of the Public Partner on the Internet.

Each Bidder shall submit one original and three copies of the Application as hard copies, as well as one electronic copy of the Application to the address of the Tender Commission specified in this Prequalification Documentation. The mentioned original and copies of the Application shall be received at the address of the Tender Commission by post or by courier in a sealed form (envelope or other packaging that does not allow to read the content without violating its integrity) before the deadline for submission of the Applications and contain the mark: ***“For the Tender Commission under the project on reconstruction and maintenance of the object “M-10 Highway the border of Russian Federation (Selistche) – Gomel – Kobrin km 109.9 – km 195.15” on the principles of public-private partnership. Do not open.”*** The name and postal address of the Bidder or, if the Bidder is a group of legal entities that have submitted a joint Application, – the Lead Member shall be also indicated on the Application.

The Applications received after the deadline for submission of Application are not allowed to be evaluated by the Tender Commission.

The original of the Application consisting of the documents listed in paragraph 3.2. of this Prequalification Documentation shall be clearly typed, sewed, sealed (stamped) and signed at the sewing place by the person duly authorized to act on behalf of the Bidder with indication at the back of the end page of the Application of the number of pages, shall be sequentially numbered and not contain blank or unnumbered pages. All documents comprising the Application shall be in the order specified in the list of documents to be provided as part of the Application in accordance with paragraph 3.2(a) of this Prequalification Documentation, shall be properly executed and have the necessary details for their identification (including issuance date, number, position and signature of the signatory with a description, stamp (if any)). The person duly authorised to act on behalf of the Bidder shall initial all of pages of the original of the Application.

The original of the Application shall contain no alterations, omissions or additions unless such corrections are signed by the person duly authorized to act on behalf of the Bidder.

Each hard copy of the Application shall be provided separately and shall be sewed, sealed (stamped) and signed at the sewing place by the person duly authorized to act on behalf of the Bidder with indication at the back of the end page of the copy of the Application of the number of pages, shall repeat sequential numbers of the Application and not contain blank or unnumbered pages.

The first page of the original of the Application shall be clearly marked “ORIGINAL”, and the first pages of hard copies of the Application shall be clearly marked “COPY”.

For the avoidance of doubt, upon the decision of the Tender Commission a discrepancy between the original of the Application and its copy (copies) may be a ground for refusal in acceptance and further evaluation of the Application

The Bidder shall provide an electronic copy of the Application in PDF format (*.pdf) ensuring maintenance of all the genuine authenticity marks, including graphic signature of the person, stamp (if applicable) and all the reference numbers and dates of the documents (if any).

Each separate document of the original of the Application shall be scanned as a separate file and each page of such separate document shall include the sequential numbers of pages in accordance with numbering of pages of the original of the Application. The number of the files shall correspond with the number of the documents included into the Application, and the names of the files shall provide a possibility to identify the document and the number of pages in the document.

The Bidder shall provide an electronic copy of the Application on the electronic materials (CD-R; CD-RW; USB flash drive) attached to the paper original and copies of the Application.

The Application submitted to the Tender Commission is subject to registration in the register of Applications, preliminary proposals and bids under an order number with indication of the date and precise time of its submission (hours and minutes).

The Applications submitted in accordance with this Prequalification Documentation are to be opened at the meeting of the Tender Commission. During opening the submitted Applications the name, postal address of each Bidder or, if the Bidder is a group of legal entities that have submitted a joint Application, the Lead Member, and the date and precise time of submission of the Application by it shall be announced and recorded in the protocol. If during opening of the submitted Applications the Tender Commission reveals an obvious inconsistency of any Application with the requirements of this Prequalification Documentation, the Tender Commission makes a decision to refuse to accept such Application and to evaluate it further. Such decision is recorded in the protocol with the respective substantiation of the Tender Commission. At the same time, for avoidance of doubt, this does not restrict the Tender Commission to reject the Application of any of the Bidders and to refuse to evaluate it during further examination of the Applications after opening.

The Tender Commission notifies each Bidder or, if the Bidder is a group of legal entities that have submitted a joint Application, – the Lead Member about the results of opening of the submitted Applications.

4. PREQUALIFICATION PROCEDURE

4.1 Preliminary Examination of Applications

The Tender Commission will examine each Application to determine whether all information and documents required by paragraphs 3.2. – 3.3. of this Prequalification Documentation have

been submitted and have been properly executed (hereinafter – the “**Preliminary Examination**”).

Where the Tender Commission deems it convenient or necessary for clarification purposes, it may request necessary clarifications, as well as supplementary information or documentation from a Bidder including each of the legal entities that have submitted a joint Application for determining their compliance with the Prequalification Conditions, as well as the requirements reflected in this Prequalification Documentation Whenever any such request is made, the Bidder (legal entities that have submitted a joint Application) shall provide the required information to the Tender Commission in the form and manner which will be specified by the Tender Commission.

Any Application (including supplementary information or documentation) which is found not to contain a full set of properly executed documents as required by paragraphs 3.2. – 3.3. of this Prequalification Documentation, or contain inaccurate or misleading information, will be rejected by the Tender Commission and will not be further evaluated. In case of material violation of the non-disclosure agreement submitted by the Bidder as a part of its Application by the Interested Party or any Affiliate or any Related Person, as they are defined in such non-disclosure agreement, the Application of the respective Bidder will be rejected by the Tender Commission and will not be further evaluated.

4.2 Evaluation of Applications

The Tender Commission will carry out a detailed review of the Applications that have not been rejected after the Preliminary Examination in order to determine whether they comply with the Prequalification Conditions and other requirements established by this Prequalification Documentation. For these purposes the Tender Commission will examine the information and documentation provided by each Bidder and will take into account the following factors:

4.2.1 General Prequalification Conditions – Pass / Fail

4.2.2 Financial Prequalification Conditions – Pass / Fail

4.2.3 Technical Prequalification Conditions – Pass / Fail

4.3 Forming the list of Bidders

The Tender Commission shall form the list of Bidders consisting of no more than 5 (five) Bidders who comply with the Prequalification Conditions and the requirements of the Prequalification Documentation (hereinafter – the “**Prequalified Bidders**”).

The list of Bidders may include fewer Bidders if there are not more than 5 (five) Prequalified Bidders.

If there are more than 5 (five) Prequalified Bidders, the Tender Commission will apply the Shortlisting Conditions set out in paragraph 4.4. of this Prequalification Documentation and form the list of Bidders, including 5 (five) Prequalified Bidders selected with reference to compliance with the Shortlisting Conditions for the purpose of further continuation of the Tender.

4.4 Shortlisting Conditions

4.4.1. For each public-private partnership project implemented by the Bidder which complies with the Technical Prequalification Conditions (hereinafter – the “**Infrastructure Projects**”) the Bidder will receive **one (1)** point. Herewith, the Infrastructure Projects implemented by the Bidder mean the Infrastructure Projects submitted by such Bidder in which both the Bidder

being a single legal entity itself or legal entities that have submitted a joint Application and their Affiliates participated or participate.

The final score for a Bidder will be calculated as the total score of all points obtained in relation to the Infrastructure Projects implemented by the Bidder.

4.4.2. Process in the event of a tie

If after the application of the Shortlisting Conditions mentioned in subparagraph 4.4.1. of paragraph 4.4. of this Prequalification Documentation, it is impossible to determine the first five Prequalified Bidders due to the fact that several Prequalified Bidders have an identical number of the Infrastructure Projects, the following additional Shortlisting Conditions shall be applied to the Prequalified Bidders having the identical scores:

- (a) the number of the Infrastructure Projects financed by the Multilateral Financial Organisations submitted by the Prequalified Bidders that have the identical scores;
- (b) if upon application of the additional Shortlisting Condition mentioned in subparagraph (a) above, it is impossible to determine the first five Prequalified Bidders due to the fact that several Prequalified Bidders have an identical number of the Infrastructure Projects financed by the Multilateral Financial Organisations, the total amount of capital expenditure to constructed (reconstructed) roads, bridges and (or) tunnels (excluding financial costs) of all Infrastructure Projects submitted by such Bidders is taken into account;
- (c) if upon application of the additional Shortlisting Condition mentioned in subparagraph (b) above, it is impossible to determine the first five Prequalified Bidders due to the fact that several Prequalified Bidders have an identical total amount of capital expenditure to constructed (reconstructed) roads, bridges and (or) tunnels (excluding financial costs) of the submitted Infrastructure Projects, the number of the Infrastructure Projects submitted by such Bidders which have achieved the operational and maintenance phase is taken into account;
- (d) if upon application of the additional Shortlisting Condition mentioned in subparagraph (c) above, it is impossible to determine the first five Prequalified Bidders due to the fact that several Prequalified Bidders have an identical number of the Infrastructure Projects which have achieved the operational and maintenance phase, the number of projects submitted by such Bidders within which highways in the Republic of Belarus have been or are being built by the Bidder⁶ is taken into account. In case this condition is applied, the Tender Commission files an additional request for information about such projects to the Prequalified Bidders with an identical number of the Infrastructure Projects which have achieved the operational and maintenance phase. The information shall be provided within the terms stipulated by such request, which shall not be less than 10 (ten) business days. In case of non-provision of the required information within the stipulated terms by any of the Bidders or provision of the information in the scope which does not comply with the request, such Bidder is automatically granted zero (0) projects for this additional Shortlisting Condition;

⁶ The number of projects within which highways in the Republic of Belarus have been or are being built by the Bidder shall be calculated by analogy with calculation of the number of the Infrastructure Projects implemented by the Bidder as determined in subparagraph 4.4.1. of paragraph 4.4. above.

(e) if upon application of the additional Shortlisting Condition mentioned in subparagraph (d) above, it is impossible to determine the first five Prequalified Bidders due to the fact that several Prequalified Bidders have an identical number of projects within which highways in the Republic of Belarus have been or are being built, the earliest date and time of submission of the Application by such Bidders are taken into account.

Additional Shortlisting Conditions are applied consistently until the number of the Prequalified Bidders necessary for identification of the Bidders taking the top 5 (five) places is selected from the Prequalified Bidders having the identical score (the identical number of projects or the identical total amount of capital expenditure). Therewith, the Prequalified Bidders having the highest figures resulting from the application of the respective additional Shortlisting Conditions as described above in this paragraph are selected from the Prequalified Bidders having the identical score (the identical number of projects or having the identical total amount of capital expenditure).

5. NOTIFICATION OF SELECTED BIDDERS

5.1. Following evaluation of the Applications the Tender Commission will either:

5.1.1 designate a Bidder included into the list of the Bidders with the status of a Selected Bidder and allow it to participate further in the Tender; or

5.1.2 inform the Bidder that it has not been included into the list of the Bidders and is not allowed to participate further in the Tender either:

(a) on the basis that its Application was rejected in accordance with paragraph 4.1. of this Prequalification Documentation or it did not meet the Prequalification Conditions and other requirements set out by the Prequalification Documentation, or in case the inaccurate or misleading information is revealed in the Application; or

(b) on the basis that, although it was a Prequalified Bidder, it was not included into the list of the Bidders in accordance with paragraph 4.4. of this Prequalification Documentation.

5.2. In case of material violation of the non-disclosure agreement submitted by the Bidder as a part of its Application by the Interested Party or any Affiliate or any Related Person, as they are defined in such non-disclosure agreement, such Bidder may be removed from the list of the Bidders.

5.3. After the Prequalification the Selected Bidders are granted the preparatory tender documentation, including, without limitation, the drafts the PPP Agreement and the direct agreement.

6. THE RIGHT TO AMEND AND CEASE THE TERMS OF THE TENDER PROCEDURES

The Public Partner has a right to amend and cease the terms of the Tender procedures at any time. Such decision shall be published on the official website of the Public Partner on the Internet. The Bidder which submitted the Application shall also be immediately notified thereof by means of the e-mailing to the e-mail address envisaged in such Application.

7. CONTACTS AND CONTACT PERSONS OF THE TENDER COMMISSION, THE PUBLIC PARTNER AND THE AUTHORISED REPRESENTATIVE OF THE PUBLIC PARTNER:

Name and address of the Tender Commission:

The Tender Commission under the project on reconstruction and maintenance of the object “M-10 Highway the border of Russian Federation (Selistche) – Gomel – Kobrin km 109.9 – km 195.15” on the principles of public-private partnership

Address of the Tender Commission:

220073, the city of Minsk, 4th Zagorodny alley, 58A, Republic of Belarus

<http://www.belavtostrada.by/ppp>

Full name, postal address, phone number and email address of contact person of the Tender Commission:

Golovnev Evgeny Aleksandrovich (the Secretary of the Tender Commission)

220073, the city of Minsk, 4th Zagorodny alley, 58A, Republic of Belarus

+375 (17) 259 80 14, +375 (29) 705 23 88

E-mail – ppp@belavtostrada.by

Name and address of the state authority acting as the Public Partner:

Ministry of Transport and Communications for the Republic of Belarus

220029, the city of Minsk, Chicherina street, 21, Republic of Belarus

<http://www.mintrans.gov.by/ru/gos-prt-ru/>

Full name, postal address, phone number and email address of contact person:

Leonchik Sergey Aleksandrovich

220029, the city of Minsk, Chicherina street, 21, Republic of Belarus

+375 (17) 359 81 53

E-mail – Leonchik.S@mintrans.gov.by

Name and address of the Authorized Representative of the Public Partner:

State Enterprise “Belavtostrada”

220073, the city of Minsk, 4th Zagorodny alley, 58A, Republic of Belarus

<http://www.belavtostrada.by/ppp>

Full name, postal address, phone number and email address of contact person of the Authorized Representative of the Public Partner:

Golovnev Evgeny Aleksandrovich (the Deputy Head of the Dynamic Weighing System Department)

220073, the city of Minsk, 4th Zagorodny alley, 58A, Republic of Belarus

+375 (17) 259 80 14, +375 (29) 705 23 88

E-mail – ppp@belavtostrada.by

**APPENDIX 1:
BIDDER INFORMATION FORM**

This form with the relevant attachments is to be submitted in respect of each Bidder being a single legal entity or, in case the Bidder is a group of legal entities that have submitted a joint Application, in respect of each of the legal entities that have submitted a joint Application.

Except where the context requires otherwise, capitalised terms used in this document shall have the meaning ascribed to them in the prequalification tender documentation dated 29.04.2019 (hereinafter – the “**Prequalification Documentation**”).

Name:	
Legal form: (Corporation, Partnership etc.)	
Registration number:	
Domicile:	
Address of principal office:	
Telephone number:	
Email address:	
Primary area of business:	
Bidder being a single legal entity / one of the legal entities that have submitted a joint Application (to choose the applicable one)	
Proposed share of the legal entity that have submitted a joint Application in the charter capital of the proposed counterparty to the PPP Agreement (<i>for legal entities that have submitted a joint Application</i>):	
Is a legal entity a Lead Member? (<i>for legal entities that have submitted a joint Application</i>)	
Representative of a Bidder being a single legal entity / Lead Member (for legal entities that have submitted a joint Application) authorized to receive notices in relation to the tender and the Application, as well as its postal address and email address:	

Attachments

- a) The copy of by-laws of the Bidder being a single legal entity or the respective legal entity that have submitted a joint Application.
- b) The copy of the state registry certificate of the Bidder being a single legal entity or the respective legal entity that have submitted a joint Application, - for the legal entities of the Republic of Belarus; or
- c) Legalized extract from the commercial registry of a country of incorporation or other equivalent evidence of the legal status of the Bidder being a single legal entity or the respective legal entity that have submitted a joint Application made under the legislation of the country of incorporation (the extract must be dated not later than one year before the day of submission of the Application and it must be translated into the Russian or Belarusian language (the authenticity of the translator’s signature must be notary certified)) – for the foreign legal entities.

d) Bank statement from the bank in which the Bidder being a single legal entity or the respective legal entity that have submitted a joint Application has an opened bank account confirming the amount of Own Monetary Funds*.

e) Written confirmation of the Bidder, which is a single legal entity or each of the legal entities that have submitted a joint Application that it was not a party to an investment agreement with the Republic of Belarus or a concession agreement or public-private partnership agreement concluded with the Republic of Belarus or its administrative-territorial unit terminated (dissolved) due to improper performance or non-performance by it of its obligations.

f) Power of Attorney in accordance with paragraph 2.4. of the Prequalification Documentation.

g) *(If the respective legal entity is a Lead Member)* Powers of Attorney to act as Lead Member in accordance with subparagraph 2.3.1 of paragraph 2.3. of the Prequalification Documentation.

h) *(If the respective legal entity is a Lead Member)* Agreement between the legal entities submitting a joint Application in accordance with subparagraph 2.3.2. of paragraph 2.3. of the Prequalification Documentation.

* Such statement must be provided to the Bidder being a single legal entity or each of the legal entities that have submitted a joint Application not more than 30 calendar days prior to submission of Application.

For the purposes of assessing the amount in foreign currency, the exchange rate stipulated by the National Bank of the Republic of Belarus as of the date of issue of the bank statement shall be used.

Yours faithfully

[]

Dated []

[Signature]

In the capacity of [position]

Authorised to sign this document for [*name of Bidder being a single legal entity / the legal entity that have submitted a joint Application*]

**APPENDIX 1-1:
FORM OF INFORMATION IN RESPECT OF A BIDDER BEING A GROUPOF LEGAL
ENTITIES THAT HAVE SUBMITTED A JOINT APPLICATION**

This form is submitted by the Lead Member in respect of the whole group of legal entities that have submitted a joint Application in the name and on behalf of which the Lead Member is acting.

Except where the context requires otherwise, capitalised terms used in this document shall have the meaning ascribed to them in the prequalification tender documentation dated 29.04.2019 (hereinafter – the “**Prequalification Documentation**”).

1. Information in respect of the Lead Member		
1.1.	Name:	
1.2.	Legal form: (Corporation, Partnership etc.)	
1.3.	Registration number:	
1.4.	Domicile:	
1.5.	Address of principal office:	
1.6.	Telephone number:	
1.7.	Email address:	
1.8.	Primary area of business:	
2. Number of the legal entities that have submitted a joint Application in the name and on behalf of which the Lead Member is acting:		
2.1.	Number of the legal entities that have submitted a joint Application in the name and on behalf of which the Lead Member is acting:	
3. Information in respect of each of the legal entities that have submitted a joint Application in the name and on behalf of which the Lead Member is acting (name and proposed share are to be indicated in respect of each legal entity that have submitted a joint Application):		
3.1	Name:	
	Proposed share in the charter capital of the proposed counterparty to the PPP Agreement:	
3.2	Name:	
	Proposed share in the charter capital of the proposed counterparty to the PPP Agreement:	
	...	
4. Representative of the Lead Member authorized to receive notices in relation to the tender and the Application, as well as its postal and email addresses:		
4.1.	Name of the authorized representative:	
4.2.	Postal address:	
4.3.	Email address:	

Yours faithfully

[]

Dated []

[Signature]

In the capacity of [position]

Authorised to sign this document for [name of Lead Member]

**APPENDIX 2:
POWER OF ATTORNEY**

On this [] day of []

Before me [] the notary in this office

The undersigned []

Nationality: []

Passport No: []

Issued in: []

Dated: []

Residing at: []

in their capacity as [] in respect of [] (hereinafter – the “**Grantor**”) hereby appoints
[]

Nationality: []

Passport No: []

Issued in: []

Dated: []

Residing at: []

as Attorney on behalf of the Grantor to:

1. Execute under hand or under seal and deliver to the competent authorities all documents required in connection with the Grantor’s Application in relation to participation in the tender under the project on reconstruction and maintenance of the object “M-10 Highway the border of Russian Federation (Selistche) – Gomel – Kobrin km 109.9 – km 195.15” on the principles of public-private partnership in the Republic of Belarus.
2. Deliver and receive any document or instrument in connection with the Grantor’s Application in relation to participation in the tender under the project on reconstruction and maintenance of the object “M-10 Highway the border of Russian Federation (Selistche) – Gomel – Kobrin km 109.9 – km 195.15” on the principles of public-private partnership in the Republic of Belarus.
3. Do all things necessary and incidental in respect of the matters set out herein including to do, execute and perform any other necessary deed or acts directed at perfection or performance of necessary documents and decisions required in connection with submission by the Grantor of the Application in the Republic of Belarus.
4. Appoint others for all or part of the powers delegated by this power of attorney.

(This paragraph is to be included in the power of attorney in case the Lead Member is the Attorney)

[When issuing this power of attorney, the Attorney acts on its own behalf and on behalf of and in the interests of each legal entity that have submitted a joint Application.]

IN WITNESS WHEREOF the Grantor has executed this power of attorney [under seal] on the date set out above.

[seal]

[Name and title of Grantor Representative]

[Notary seal and signature]

APPENDIX 3:
DECLARATION IN RELATION TO GENERAL PREQUALIFICATION CONDITIONS

Date: []

Re: M-10 Highway PPP Project

To: Tender Commission

220073, the city of Minsk, 4th Zagorodny alley, 58A, Republic of Belarus
+375 (17) 259 80 14, +375 (29) 705 23 88
E-mail - ppp@belavtostrada.by

Dear Sir or Madam

Pursuant to the prequalification tender documentation dated 29.04.2019 (hereinafter – the “**Prequalification Documentation**”), [*name of Bidder being a single legal entity / the legal entity that have submitted a joint Application*] hereby submits its declaration in relation to the General Prequalification Conditions and requests to be considered for Prequalification as [*the Bidder being a single legal entity*] [*one of the legal entities that have submitted a joint Application*].

Except where the context requires otherwise, capitalised terms used in this document shall have the meaning ascribed to them in the Prequalification Documentation.

[*Name of the Bidder being a single legal entity / the legal entity that have submitted a joint Application*] hereby confirms that it:

1. Agrees to comply with all Tender rules, laws and regulations governing the Application and the Tender process.
2. Accepts the right of the Public Partner and the Tender Commission (where applicable) to (i) request any clarifications and additional information in accordance with the Prequalification Documentation, (ii) amend the Prequalification Documentation or the Tender process and rules or make clarifications thereto; and (iii) extend or amend the schedule and/or deadline for the submission of Applications.
3. Accepts the exclusive application of the law of the Republic of Belarus with respect to the Application.

[*Name of the Bidder being a single legal entity / the legal entity that have submitted a joint Application*] hereby represents and warrants that as at the date of this declaration:

1. All of the information submitted in the Application in relation to [*Name of the Bidder being a single legal entity / the legal entity that have submitted a joint Application*], including the enclosed forms and documents, is accurate in all respects and.
 - (a) it is not under liquidation (termination), reorganization (with the exception of a legal entity that is merged with another legal entity), neither has its assets arrested nor has its operations ceased under the legislation of the Republic of Belarus and the legislation of the country of its incorporation;
 - (b) it was not and is not a party to investment agreement with the Republic of Belarus or concession agreement or public-private partnership agreement executed with the Republic of Belarus or its administrative-territorial unit having been early terminated (dissolved) due to improper performance or non-performance by it of its obligations;

- (c) it possesses the Own Monetary Funds in amount not less than BYN 100,000 (one hundred thousand) (or equivalent in foreign currency);
- (d) it is presented the Application by a person (persons) authorised in a proper manner to perform on its behalf all and any actions stipulated by the Prequalification Documentation;
- (e) [it is not presented in a group of legal entities that have submitted a joint Application (*for the Bidder being a single legal entity*)], or [it is not presented in more than one group of legal entities that have submitted a joint Application (*for the Bidder being a group of legal entities that have submitted a joint Application*)];
- (f) as of the 1st day of the month preceding the month of submitting the Application, it has no arrears in payments of taxes, fees or other obligatory payments to the state and local budgets of the Republic of Belarus, including state specialized budgetary funds, state extra-budgetary funds of the Republic of Belarus, as well as in payments of taxes, fees or other obligatory payments to the respective budgets and funds of foreign countries.

2. *[This paragraph 2 is to be filled in by the Bidder being a single legal entity or a Lead Manager]*

[For the Bidder being a single legal entity:

It possesses the Equity in the amount of not less than BYN 80 000 000 (eighty million) (or equivalent in foreign currency) calculated in accordance with IFRS as stipulated in subparagraph 2.5.2. of paragraph 2.5. of the Prequalification Documentation.]

OR

[For the Lead Member:

[Name of the Lead Member] being the Lead Member hereby confirms that *[names of all the legal entities that have submitted a joint Application]* together possess the Equity not less than BYN 80 000 000 (eighty million) (or equivalent in foreign currency) calculated in accordance with IFRS as stipulated in subparagraph 2.5.2. of paragraph 2.5. of the Prequalification Documentation.]

Yours faithfully

[]

Dated []

[Signature]

In the capacity of *[position]*

Authorised to sign this Declaration for *[name of the Bidder being a single legal entity / the legal entity that have submitted a joint Application]*

APPENDIX 5:
**FORM FOR CONFIRMATION OF COMPLIANCE WITH TECHNICAL
PREQUALIFICATION CONDITIONS AND SHORTLISTING CONDITIONS**

This form is to be filled in by each Bidder (the Bidder being a single legal entity or a group of legal entities that have submitted a joint Application) in respect of each public-private partnership project, as it is specified in subparagraph 2.5.3. of paragraph 2.5. of the prequalification tender documentation dated 29.04.2019 (hereinafter – the “**Prequalification Documentation**”), submitted by such Bidder for the purposes of confirmation of compliance with the Technical Prequalification Conditions and Shortlisting Conditions.

Except where the context requires otherwise, capitalised terms used in this document shall have the meaning ascribed to them in the Prequalification Documentation.

This form filled in in respect of each public-private partnership project, as it is specified in subparagraph 2.5.3. of paragraph 2.5. of the Prequalification Documentation, is to be submitted together with the respective confirmation of the public sector organization executed on the letterhead of such organization and signed and sealed by the authorized person (if any), as well as with the Affiliate Letter of Support (if applicable).

For the purposes of confirmation of compliance with the Technical Prequalification Conditions, the Tender Commission is entitled to request additionally from the Bidder and (or) the respective public sector organization that have provided the confirmation to it the required information in respect of the submitted data and information, and the Bidder hereby gives its consent to obtain such information from the respective public sector organization.

Sequential number of the public-private partnership project out of the total number of the public-private partnership projects

Public-private partnership project No. _____ out of ___ of the public-private partnership projects:

1. Information on the public-private partnership project:

1.1.	Name and brief description of the public-private partnership project involving the construction / reconstruction, financing, as well as operation and maintenance of road, bridge and (or) tunnel:	
1.2.	Length and type of road constructed / reconstructed / operated (if applicable):	
1.3.	Length of bridge constructed / reconstructed / operated (if applicable):	
1.4.	Length of tunnel constructed / reconstructed / operated (if applicable):	
1.5.	Other significant technical details of public-private partnership project:	

2. Name / business name and seat of public sector organization (e.g. public partner under the public-private partnership project and the body authorized to act on its behalf):

2.1.	Name / business name of public sector organization:	
2.2.	Seat of public sector organization:	

3. Name / business name and seat of the Project Company:

3.1.	Name / business name of the Project Company:	
3.2.	Seat of the Project Company:	

4. Bidder being a single legal entity / one of the legal entities that have submitted a joint Application / Affiliate involved and (or) have been involved in the public-private partnership project and its percentage of voting rights in (shares in the charter capital of) the Project Company in the relevant period (i.e. during the whole construction / reconstruction phase):

4.1.	Who is involved and (or) have been involved in the public-private partnership project? (please choose)	Bidder being a single legal entity	<input type="checkbox"/>
		One of the legal entities that have submitted a joint Application	<input type="checkbox"/>
		Affiliate	<input type="checkbox"/>
4.2.	Name / business name and seat of a Bidder being a single legal entity / one of the legal entities that have submitted a joint Application / Affiliate involved and (or) have been involved in the public-private partnership project:		
4.3.	Percentage of voting rights in (shares in the charter capital of) the Project Company during the whole construction / reconstruction phase:		

5. Period within which the voting rights in (shares in the charter capital of) the Project Company are or were held by the Bidder being a single legal entity / one of the legal entities that have submitted a joint Application / Affiliate:		
5.1.	Period within which the voting rights in (shares in the charter capital of) the Project Company are or were held by the Bidder being a single legal entity / one of the legal entities that have submitted a joint Application / Affiliate:	
6. The public-private partnership project phase achieved (e.g. financial close, construction / reconstruction phase, completion of construction / reconstruction of the road, bridge and (or) tunnel, its operation and maintenance) within latest 10 (ten) years and description of the type of PPP contract executing the relations under the public-private partnership project (e.g. concession agreement, PPP agreement, etc.):		
6.1	The public-private partnership project phase achieved (please choose applicable):	
	Financial close:	<input type="checkbox"/>
	Construction / reconstruction phase:	<input type="checkbox"/>
	Completion of construction/reconstruction of the road, bridge and (or) tunnel:	<input type="checkbox"/>
	Operation and maintenance of the road, bridge and (or) tunnel:	<input type="checkbox"/>
	Other stage (please provide description):	<input type="checkbox"/>
6.2.	Description of the type of public-private partnership contract executing the relations under the public-private partnership project (e.g. concession agreement, PPP agreement, etc.) (please choose applicable):	
	PPP agreement:	<input type="checkbox"/>
	Concession agreement:	<input type="checkbox"/>
	Other agreement (please provide description):	<input type="checkbox"/>
7. Whether the respective PPP contract executing the relations under the public-private partnership project was terminated early due to improper performance or non-performance by the Project Company of its obligations?		

7.1.	Was the respective public-private partnership contract executing the relations under the public-private partnership project terminated early due to improper performance or non-performance by the Project Company of its obligations? (please choose applicable)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8. Public-private partnership project implementation period or the period of completion of the public-private partnership project from the date of financial close (with indication of the date of signing PPP contract, duration of construction / reconstruction, duration of operation and maintenance period):			
8.1.	Public-private partnership project implementation period or the period of completion of the public-private partnership project under the public-private partnership contract from the date of financial close:		
8.2.	Date of signing public-private partnership contract:		
8.3.	Duration of construction / reconstruction:		
8.4.	Duration of operation and maintenance period:		
9. Total amount of capital expenditure under public-private partnership project, excluding financing costs (<i>inter alia</i> actual or planned capital expenditure subject to public-private partnership project status) (Therewith, foreign currency is to be converted in BYN under the exchange rate published by the National Bank of the Republic of Belarus as of the date of publication of the Prequalification Documentation):			
9.1.	Total amount of capital expenditure under public-private partnership project, excluding financing costs (<i>inter alia</i> actual or planned capital expenditure subject to public-private partnership project status):		
10. Information on involvement of Multilateral Financial Organisations in the financing of the public-private partnership project (with indication of the name of such Multilateral Financial Organisations and amount of the financing provided by them):			
10.1.	Have Multilateral Financial Organisations been involved in the financing of the public-private partnership project (please choose applicable)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10.2.	Name of the Multilateral Financial Organisation involved in the financing of the public-private partnership project :		
10.3.	Amount of the financing provided by the Multilateral Financial Organisation involved in the financing of the public-private partnership project :		
11. Name and contact details of the public sector organization (telephone number, functions, email address):			
11.1.	Name of the public sector organization:		
11.2.	Telephone number:		
11.3.	Function:		
11.4.	Email address:		

Yours faithfully

[]

Dated []

[*Signature*]

In the capacity of [*position*]

Authorised to sign this document for [*name of Bidder being a single legal entity / the Lead Member*]

**APPENDIX 6:
AFFILIATE LETTER OF SUPPORT**

Date: []

Ref: M-10 Highway PPP Project

To: Tender Commission
220073, the city of Minsk, 4th Zagorodny alley, 58A, Republic of Belarus
+375 (17) 259 80 14, +375 (29) 705 23 88
E-mail - ppp@belavtostrada.by

Dear Sir / Madam

In accordance with paragraph 2.5.3. of the prequalification tender documentation dated 29.04.2019 in relation to the M-10 Highway PPP Project (hereinafter – the “**Prequalification Documentation**”), the Bidder being a single legal entity (one of legal entities that have submitted a joint Application) may present evidence from an Affiliate to satisfy the Technical Prequalification Conditions.

For this purpose, “Affiliate” means the person having the right to determine directly or indirectly the decisions of the Bidder being a single legal entity (any of legal entities which jointly have the status of the Bidder), as well as the legal entities not less than 15% of voting shares (shares in the charter capital) of which are held by the abovementioned persons or the Bidder being a single legal entity (any of the legal entities which jointly have the status of the Bidder).

In consideration of the above, we hereby confirm that we are an Affiliate of [*Name of the Bidder being a single legal entity / one of the legal entities that have submitted a joint Application*] for the purposes of the PPP Project and have set out below the details of our relationship with the [*Name of the Bidder being a single legal entity / one of the legal entities that have submitted a joint Application*]:

[*Description of relationship between Affiliate and the Bidder being a single legal entity / one of the legal entities that have submitted a joint Application.*]

Except where the context requires otherwise, capitalised terms used in this letter shall have the meaning ascribed to them in the Prequalification Documentation.

Yours faithfully,

[*Name of Affiliate*]

[*Authorised signatory*]

[*Name, surname and title of authorised signatory*]

**APPENDIX 7:
FORM OF THE NON-DISCLOSURE AGREEMENT**

NON-DISCLOSURE AGREEMENT	СОГЛАШЕНИЕ О КОНФИДЕНЦИАЛЬНОСТИ
[date]	[дата]
<p><i>[In case the Bidder will be a single legal entity:</i></p> <p>[Full name of the legal entity] a company duly organized and existing under the laws of the <i>[the Bidder's residence state]</i> (registration number [•]) and having registered office at <i>[the Bidder's registered address]</i>, represented by <i>[position, full name]</i>, acting on the basis of <i>[name, number and date of the authorization document]</i> (hereinafter referred to as the “Interested Party”)</p> <p><i>[or in case the Bidder will be a group of legal entities that have submitted a joint Application:</i></p> <p>[Full name of the legal entity] a company duly organized and existing under the laws of the <i>[the company's residence state]</i> (registration number [•]) and having registered office at <i>[the company's registered address]</i>,</p> <p><i>[all the legal entities which jointly have the status of the Bidder shall be indicated here]</i></p> <p>which jointly will have the status of the Bidder (hereinafter referred to as the “Interested Parties” and each individually as the “Interested Party”),</p> <p>on behalf of which <i>[Full name of the Lead Member]</i> acts, represented by <i>[position, full name]</i>, acting on the basis of <i>[name, number and date of the authorization document]</i> (hereinafter referred to as the “Lead Member”)], on the one part;</p>	<p><i>[Если Участником конкурса будет являться одно юридическое лицо:</i></p> <p>[Полное наименование юридического лица], учрежденное и осуществляющее деятельность в соответствии с законодательством <i>[страна регистрации Участника конкурса]</i> (регистрационный номер [•]) с местом нахождения: <i>[официальный адрес нахождения Участника конкурса]</i>, в лице <i>[должность, ФИО]</i>, действующего на основании <i>[наименование, номер и дата документа, подтверждающего полномочия]</i> (далее именуемое «Заинтересованное лицо»)</p> <p><i>[или если Участником конкурса будет являться группа юридических лиц, подавших совместное Заявление:</i></p> <p>[Полное наименование юридического лица], учрежденное и осуществляющее деятельность в соответствии с законодательством <i>[страна регистрации компании]</i> (регистрационный номер [•]) с местом нахождения: <i>[официальный адрес нахождения компании]</i></p> <p><i>[здесь должны быть отражены все юридические лица, которые совместно обладают статусом Участника конкурса]</i> которые совместно будут обладать статусом Участника конкурса (далее именуемые «Заинтересованные лица» и каждое в отдельности «Заинтересованное лицо»), от имени которых выступает <i>[Полное наименование Лидера]</i> в лице <i>[должность, ФИО]</i>, действующий на основании <i>[наименование, номер и дата документа, подтверждающего полномочия]</i> (далее именуемое «Лидер»)], с одной стороны;</p>
and	и
<p>The Ministry of Transport and Communications of the Republic of Belarus acting in accordance with the Resolution of the Council of Ministers of the Republic of Belarus as of July 31, 2006 No. 985 “Issues of the Ministry of Transport and Communications” and acting as the public partner according to the Edict of the President of the Republic of</p>	<p>Министерство транспорта и коммуникаций Республики Беларусь, действующее в соответствии с Постановлением Совета Министров Республики Беларусь от 31 июля 2006 г. № 985 «Вопросы Министерства транспорта и коммуникаций Республики Беларусь» и выступающее в качестве государственного партнера в соответствии с</p>

Belarus as of 26.11.2018 No. 461 “On reconstruction of the highway” with the office at: Republic of Belarus, 220029, the city of Minsk, Chicherina str., 21 (hereinafter referred to as the “ Ministry of Transport ”), represented by [●] acting on the basis of [●], on the other part,	Указом Президента Республики Беларусь от 26 ноября 2018 г. № 461 «О реконструкции автомобильной дороги », расположенное по адресу: Республика Беларусь, 220029, г. Минск, ул. Чичерина, 21 (далее именуемое « Министерство транспорта ») в лице [●], действующего на основании [●], с другой стороны,
hereinafter collectively referred the “ Parties ” and each separately a “ Party ”,	далее совместно именуемые « Стороны », и каждая по отдельности « Сторона »,
have entered into this Non-disclosure Agreement (hereinafter referred to as the “ Agreement ”) as follows:	заключили настоящее Соглашение о конфиденциальности (далее именуемое « Соглашение ») о следующем:
1. INTERPRETATION	1. ТОЛКОВАНИЕ
1.1 For the purpose this Agreement the following terms have the following definitions:	1.1. Для целей настоящего Соглашения следующие понятия имеют следующие значения:
“ Affiliate ” means with respect to any Interested Party any person that, directly or indirectly, through one or more parties, controls, is controlled by or is under common control with it, as well as any person considered affiliate of the Interested Party under the laws of the Republic of Belarus and law of any other jurisdiction applied to such Interested Party.	« Аффилированное лицо » означает в отношении любого Заинтересованного лица любое лицо, которое прямо или косвенно, через одного или более лиц, контролирует его, является контролируемым им или находится с ним под общим управлением, а также любое иное лицо, признаваемое аффилированным лицом Заинтересованного лица в соответствии с законодательством Республики Беларусь и законодательством любой другой юрисдикции, применимым к такому Заинтересованному лицу.
“ Confidential Information ” means:	« Конфиденциальная информация » означает:
(a) all information located in the Data Room as well information of whatever nature relating to the Tender or Tender process which has been or may be obtained by the Interested Party or any Affiliate or any Related Person directly or indirectly from the Ministry of Transport or its advisers either in written, electronic, visual, oral or any other form whether or not marked as confidential, except for information with regard to which according to the provisions of this Agreement or applicable law confidentiality regime may not be established and	(a) всю информацию, находящуюся в Информационной комнате, а также информацию любого характера, относящуюся к Конкурсу или процедуре Конкурса, которая была или могла быть получена Заинтересованным лицом или любым Аффилированным лицом или любым Связанным лицом прямо или косвенно от Министерства транспорта или его консультантов в письменной, электронной, визуальной, устной или любой иной форме, независимо от того, отмечена такая информация как конфиденциальная или нет, за исключением той информации, в отношении которой в соответствии с положениями настоящего Соглашения или применимого законодательства не может быть установлен режим конфиденциальности, а также
(b) this Agreement and the Tender Documentation.	(b) настоящее Соглашение и Конкурсную документацию.

<p>“Data Room” means the location and/or media, in which information for the Tender, including the Tender Documentation, is provided.</p>	<p>«Информационная комната» означает место и/или средство, через которые предоставляется информация о Конкурсе, включая Конкурсную документацию.</p>
<p>“Data Room Rules” means the document establishing the rules for using the Data Room, regime for treatment of the information contained therein, including the confidentiality regime.</p>	<p>«Правила пользования Информационной комнатой» означает документ, устанавливающий правила пользования Информационной комнатой, режим обращения содержащейся в ней информации, в том числе режим конфиденциальности в отношении данной информации.</p>
<p>“Related Persons” means, in respect of the Interested Party, that Interested Party’s, its Affiliates shareholders, directors, officers, employees, authorized representatives, professional advisers, agents and consultants including any person who, at the time they received any Confidential Information, occupied any of these positions.</p>	<p>«Связанное лицо» означает, в отношении Заинтересованного лица, участников, директоров, должностных лиц, работников, уполномоченных представителей, профессиональных консультантов, агентов и консультантов такого Заинтересованного лица, его Аффилированных лиц, включая любое лицо, имевшее такой статус на момент получения Конфиденциальной информации.</p>
<p>“Tender” means the tender that is held under the project on reconstruction and maintenance of the object “M-10 Highway the border of Russian Federation (Selistche) –Gomel – Kobrin km 109.9 – km 195.15” on the principles of public-private partnership.</p>	<p>«Конкурс» означает конкурс, который проводится по проекту по реконструкции и техническому обслуживанию объекта «Автомобильная дорога М-10 граница Российской Федерации (Селище) – Гомель – Кобрин км 109,9 – км 195,15» на принципах государственно-частного партнерства.</p>
<p>“Tender Documentation” means the preparatory tender documentation and the final tender documentation related to the Tender and approved by the Ministry of Transport.</p>	<p>«Конкурсная документация» означает подготовительную конкурсную документацию и итоговую конкурсную документацию, относящиеся к Конкурсу и утвержденные Министерством транспорта.</p>
<p>All terms which are not defined in this paragraph shall have the meaning given to them in the Prequalification Tender Documentation, published on the official web-site of the Ministry of Transport [●].</p>	<p>Все термины, не определенные настоящим пунктом, имеют значения, данные им в Предварительной конкурсной документации, опубликованной на официальном сайте Министерства транспорта [●].</p>
<p>1.2 The headings of the clauses and sections are provided in this Agreement solely for the ease of reference and shall not affect its interpretation.</p>	<p>1.2. Названия статей настоящего Соглашения и его разделов приводятся исключительно для удобства пользования и не должны приниматься во внимание при толковании положений Соглашения.</p>
<p>1.3 In case a few legal entities having submitted a joint Application have the status of the Bidder:</p>	<p>1.3. В случае если статусом Участника конкурса обладает несколько юридических лиц, подавших совместное Заявление:</p>
<p>1.3.1 the party signing this Agreement hereby confirms that it is the Lead Member and is duly authorized to bind all the other legal</p>	<p>1.3.1. лицо, подписывающее настоящее Соглашение, подтверждает, что является Лидером и уполномочено принимать на себя обязательства по настоящему Соглашению от</p>

entities under this Agreement;	имени иных юридических лиц;
1.3.2 any reference to the Interested Party, its rights, obligations and liabilities shall be interpreted as references to each Interested Party, its rights, obligations and liabilities.	1.3.2. любые ссылки на Заинтересованное лицо, его права, обязательства и ответственность должны пониматься как ссылки на каждое Заинтересованное лицо, права, обязательства и ответственность каждого из Заинтересованных лиц.
2. EXCEPTIONS	2. ИСКЛЮЧЕНИЯ
2.1 For the purposes of this Agreement, " Confidential Information " does not include information if and to the extent that:	2.1. Для целей настоящего Соглашения «Конфиденциальная информация» не включает в себя информацию, если (и только в указанном ниже объеме):
2.1.1 at the time of disclosure to the Interested Party, any Affiliate or any Related Person by the Ministry of Transport or its advisers, such information was already within the public domain;	2.1.1. к моменту раскрытия информации Заинтересованному лицу, любому Аффилированному лицу или любому Связанному лицу Министерством транспорта или его консультантами такая информация являлась общеизвестной;
2.1.2 the information comes into the public domain after disclosure to the Interested Party, any Affiliate or any Related Person by the Ministry of Transport or its advisers, otherwise than by reason of a breach of any of the Interested Party's undertakings in Section 3 of this Agreement; or	2.1.2. информация становится общеизвестной после ее раскрытия Заинтересованному лицу, любому Аффилированному лицу или любому Связанному лицу Министерством транспорта или его консультантами вследствие обстоятельств, не связанных с нарушением какого-либо из обязательств Заинтересованного лица, указанных в разделе 3 настоящего Соглашения; или
2.1.3 the information was, at the time of disclosure to the Interested Party, any Affiliate or any Related Person by the Ministry of Transport or its advisers, already within the possession of the Interested Party or of any Affiliate or is subsequently provided to the Interested Party by a person who has not obtained such information from the Ministry of Transport or its advisers provided that, in any such case, such information was not, so far as the Interested Party is aware, obtained illegally or disclosed by any person in breach of any undertaking or duty as to confidentiality.	2.1.3. к моменту раскрытия информации Заинтересованному лицу, любому Аффилированному лицу или любому Связанному лицу Министерством транспорта или его консультантами такая информация уже находилась в распоряжении Заинтересованного лица или любого Аффилированного лица либо была впоследствии предоставлена Заинтересованному лицу лицом, которое не получало данную информацию от Министерства транспорта или его консультантов при условии, что в таком случае, насколько известно Заинтересованному лицу, такая информация не была получена незаконным путем либо раскрыта какому-либо лицу в нарушение обязательств или должностных обязанностей в отношении конфиденциальности.
3. OBLIGATIONS OF CONFIDENTIALITY	3. ОБЯЗАТЕЛЬСТВА В ОТНОШЕНИИ КОНФИДЕНЦИАЛЬНОСТИ
3.1 In consideration of the Confidential Information being made available to the Interested Party or any Affiliate or any Related	3.1. В отношении Конфиденциальной информации, доступ к которой предоставляется Заинтересованному лицу, или любому

<p>Person the Interested Party undertakes to the Ministry of Transport that it shall, and shall procure that each of Affiliates shall and shall use reasonable endeavours to procure that any Related Person shall:</p>	<p>Аффилированному лицу, или любому Связанному лицу, Заинтересованное лицо принимает на себя следующие обязательства перед Министерством транспорта и обязуется обеспечить их исполнение каждым Аффилированным лицом и предпринять все разумные усилия по обеспечению исполнения любым из Связанных лиц следующих обязательств:</p>
<p>3.1.1 keep the Confidential Information secret and preserve the Data Room Rules;</p>	<p>3.1.1. не разглашать Конфиденциальную информацию и соблюдать Правила пользования Информационной комнатой;</p>
<p>3.1.2 exercise in relation to the Confidential Information all the necessary security measures and care, but in any case no lesser than the measures and the degree of care applied by the Interested Party to its own confidential information, including execution of confidentiality agreements with each person to whom the Confidential Information may be provided by the Interested Party, Affiliates, Related Persons;</p>	<p>3.1.2. предпринимать все необходимые меры по защите и охране Конфиденциальной информации, уровень которых в любом случае не должен быть меньше уровня защиты и охраны, предпринимаемой Заинтересованным лицом в отношении собственной конфиденциальной информации, в том числе заключать соглашения о конфиденциальности с каждым лицом, которому Конфиденциальная информация может быть предоставлена Заинтересованным лицом, Аффилированными лицами, Связанными лицами;</p>
<p>3.1.3 use the Confidential Information solely for the purpose of appraisal or evaluation of the Tender Documentation with a view to submitting a bid and other purposes connected with participation in the Tender, and for no other purpose;</p>	<p>3.1.3. использовать Конфиденциальную информацию исключительно для целей оценки Конкурсной документации в связи с подачей конкурсного предложения и иных целей, связанных с участием в Конкурсе, и ни для каких иных целей;</p>
<p>3.1.4 not use the Confidential Information in any way or for any purpose (including, but not limited to, any commercial or competitive purpose) which is directly or indirectly detrimental to the Ministry of Transport;</p>	<p>3.1.4. не использовать Конфиденциальную информацию каким-либо способом или в каких-либо целях (включая, но не ограничиваясь, любые коммерческие цели, получение конкурентных преимуществ), прямо или косвенно причиняющие вред Министерству транспорта;</p>
<p>3.1.5 not at any time without our prior written consent:</p>	<p>3.1.5. без предварительного письменного согласия Министерства транспорта не:</p>
<p>(a) communicate, disclose or reveal any of the Confidential Information to any person, other than to the Interested Party's directors, employees and professional advisers, Affiliates who are in each case required in the course of their duties to receive and consider the same for the purpose of considering the Tender Documentation and who shall be made aware by the Interested Party under this Agreement;</p>	<p>(a) сообщать, разглашать или раскрывать любую Конфиденциальную информацию какому-либо лицу, за исключением директоров, работников и профессиональных консультантов Заинтересованного лица, Аффилированных лиц, которым в каждом конкретном случае ее получение и рассмотрение необходимо в целях выполнения их должностных обязанностей при рассмотрении Конкурсной документации, и которые должны быть ознакомлены с обязательствами</p>

	Заинтересованного лица по настоящему Соглашению;
(b) except as indicated in paragraph 3.1.5(a), discuss, correspond or have any other contact in respect of the Confidential Information or any matter relating to, or arising from, the Tender with any person other than the Ministry of Transport or its advisers; or	(b) обсуждать, сообщать и связываться иным образом в отношении Конфиденциальной информации или любых связанных с Конкурсом или возникающих в связи с ним вопросов с какими-либо лицами, кроме Министерства транспорта и его консультантов, за исключением лиц, указанных в пункте 3.1.5(a);
(c) disclose or reveal to any person except those mentioned in paragraph 3.1.5(a):	(c) разглашать или раскрывать какому-либо лицу, за исключением указанных в пункте 3.1.5(a):
(i) that you and any other person permitted to receive the Confidential Information under this agreement has requested or received any of the Confidential Information;	(i) факт получения Конфиденциальной информации Заинтересованным лицом или иным лицом, которому в соответствии с настоящим Соглашением предоставлено право получения Конфиденциальной информации;
(ii) any of the terms, conditions or other facts relating to the Tender Documentation, including the status thereof,	(ii) какие-либо из положений, условий или иных фактов, относящихся к Конкурсной документации, включая ее текущий статус,
except where required by law, any regulation or rule of any stock exchange on which shares of the Interested Party are listed or traded or any governmental or quasi-governmental authority in any jurisdiction in which the Interested Party operates as well as the cases when such disclosure is made to an Affiliate, any of the Related Persons, provided that they are made aware of the confidential nature of the information and this Agreement and are bound by a similar duty of confidentiality; and	за исключением случаев, когда это требуется в соответствии с законом, подзаконными актами или правилами фондовой биржи, на которой котируются или торгуются акции Заинтересованного лица, или любых государственных или квази-государственных органов любой юрисдикции, в которой осуществляет деятельность Заинтересованное лицо, а также когда такое разглашение осуществляется в отношении Аффилированного лица, какому-либо из Связанных лиц, при условии, что они осведомлены о конфиденциальном характере информации и настоящем Соглашении и связаны подобным обязательством по обеспечению конфиденциальности; и
3.1.6 use reasonable endeavours to prevent the disclosure of any of the Confidential Information to any person except those mentioned in paragraph 3.1.5(a).	3.1.6. предпринимать все разумные меры для предотвращения раскрытия Конфиденциальной информации любому лицу, за исключением лиц, указанных в пункте 3.1.5(a).
3.2 The Interested Party agrees to be fully responsible for any breach of this Agreement by any Affiliate, Related Persons, unless they have executed a similar agreement on confidentiality directly with the Ministry of	3.2. Заинтересованное лицо соглашается нести ответственность за любое нарушение настоящего Соглашения любым Аффилированным лицом, любым Связанным лицом, если только они не заключили подобное

Transport.	соглашение о конфиденциальности непосредственно с Министерством транспорта.
3.3 The Interested Party undertakes to strictly abide by the Data Room Rules which will be provided to the Interested Party after the establishment of the Data Room as well as ensure that all Affiliates, Related Persons have been provided and familiarized with and shall abide by the Data Room Rules.	3.3. Заинтересованное лицо обязуется строго выполнять Правила пользования Информационной комнатой, которые будут переданы Заинтересованному лицу после создания Информационной комнаты, а также обеспечить, чтобы все Аффилированные лица, Связанные лица получили, ознакомились и выполняли Правила пользования Информационной комнатой.
3.4 In case of disclosure of the Confidential Information by the Interested Party or any Affiliate, Related Person the Interested Party shall undertake all reasonable measures to remedy the consequences of such disclosure, including, but not limited to, initiating court proceedings. The Interested Party shall incur all expenses arising from the abovementioned actions (including but not limited to attorneys' fees and court costs) to remedy the consequences of such disclosure.	3.4. В случае разглашения Конфиденциальной информации Заинтересованным лицом, любым Аффилированным лицом, любым Связанным лицом Заинтересованное лицо должно принять все разумные меры для устранения последствий такого разглашения, включая, но не ограничиваясь инициирование судебного разбирательства. Заинтересованное лицо должно взять на себя все затраты, вытекающие из вышеупомянутых действий (включая, но не ограничиваясь, вознаграждения юристам и судебные издержки), чтобы устранить последствия такого разглашения.
4. LIABILITY	4. ОТВЕТСТВЕННОСТЬ
4.1 In case of violation of the terms of the present Agreement, including failure to undertake measures in order to prevent or eliminate the consequences of disclosure of the Confidential Information as soon as possible, the Interested Party shall compensate the Ministry of Transport all real damages caused thereby in accordance with the legislation of the Republic of Belarus.	4.1. В случае нарушения условий настоящего Соглашения, в том числе непринятие мер, для того, чтобы предотвратить или устранить последствия разглашения Конфиденциальной информации в максимально короткий период времени, Заинтересованное лицо возмещает Министерству транспорта весь причиненный этим реальный ущерб в соответствии с законодательством Республики Беларусь.
4.2 In case of material violation by the Interested Party or any Affiliate or any Related Person, of the present Agreement the Bidder may be removed from the list of Selected Bidders.	4.2. В случае существенного нарушения Заинтересованным лицом, или любым Аффилированным лицом, или любым Связанным лицом настоящего Соглашения Участник конкурса может быть исключен из списка Отобранных участников.
4.3 In case of violation by the Interested Party or any Affiliate or any Related Person, of the present Agreement or the Data Room Rules the Bidder may be prohibited to use the Data Room – either full or for certain period of time.	4.3. В случае нарушения Заинтересованным лицом, или любым Аффилированным лицом или любым Связанным лицом настоящего Соглашения или Правил пользования Информационной комнатой Участнику конкурса может быть ограничен доступ к Информационной комнате как полностью, так и на определенное время.
5. RETURN OR DESTRUCTION OF	5. ВОЗВРАТ ИЛИ УНИЧТОЖЕНИЕ

CONFIDENTIAL INFORMATION	КОНФИДЕНЦИАЛЬНОЙ ИНФОРМАЦИИ
5.1 If:	5.1. Если:
5.1.1 the Bidder decided not to submit a bid in relation to the Tender; or	5.1.1. Участник конкурса принимает решение не подавать конкурсное предложение в рамках Конкурса; или
5.1.2 the Bidder is not considered the Preferred Bidder,	5.1.2. Участник конкурса не выбран Победителем конкурса,
the Interested Party shall, and shall procure that Affiliates shall and shall use reasonable endeavours to procure that any Related Persons shall, as soon as reasonably practicable following a demand by the Ministry of Transport:	Заинтересованное лицо принимает на себя следующие обязательства и обязуется обеспечить их исполнение каждым Аффилированным лицом и предпринять все разумные усилия по обеспечению исполнения любым из Связанных лиц следующих обязательств, исполняемых в кратчайшие разумные сроки после получения соответствующего требования от Министерства транспорта:
(a) return or destroy (as we request) all copies of the Confidential Information or any documents, papers and computer tapes and mediums containing the Confidential Information;	(a) возвратить или уничтожить (в зависимости от требования Министерства транспорта) все копии Конфиденциальной информации или иные документы, материалы и компьютерные диски и носители информации, содержащие Конфиденциальную информацию;
(b) destroy all copies of any notes, analyses, computations, studies or other documents prepared for the use of the Interested Party or use of any Affiliate, any Related Person containing, reflecting, generated or deriving from the Confidential Information; and	(b) уничтожить все копии каких-либо записей, анализа, расчетов, изучения или иных документов, подготовленных для целей использования Заинтересованным лицом, любым Аффилированным лицом, любым Связанным лицом, содержащие, отражающие, обобщающие или основывающиеся на Конфиденциальной информации;
(c) to the extent reasonably practicable, erase and destroy any information from any computer, word processor or other device in your possession, custody or control, or the possession, custody or control of the Interested Party or Affiliates or Related Persons containing, reflecting, generated or deriving from any of the Confidential Information,	(c) в той мере, в которой это возможно, стереть и уничтожить любую информацию, содержащуюся на компьютерах, в электронных редакторах или иных устройствах, которыми владеет, пользуется или которые контролирует Заинтересованное лицо, Аффилированные лица, Связанные лица, содержащую, отражающую, обобщающую или основывающуюся на Конфиденциальной информации,
provided that this paragraph 5.1 shall not prevent the Interested Party, any Affiliate or any Related Persons from retaining any Confidential Information to the extent required by any applicable law or regulatory	при условии, что настоящий пункт 5.1 не должен препятствовать Заинтересованному лицу, любому Аффилированному лицу или Связанным лицам сохранить такую часть Конфиденциальной информации, сохранение которой требуется в соответствии с каким-либо

requirement.	применимым законом или подзаконными актами.
5.2 Notwithstanding any other provision of this Agreement, neither the Interested Party nor any Affiliate shall have any obligation to procure, or use reasonable endeavours to procure, that any Related Persons comply with the terms of this Agreement if that Related Person(s) is subject to professional obligations to maintain the confidentiality of the Confidential Information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information.	5.2. Вне зависимости от любых иных положений настоящего Соглашения ни Заинтересованное лицо, ни какое-либо Аффилированное лицо не обязуются обеспечивать или предпринимать разумные меры по обеспечению того, что какое-либо Связанное лицо будет соблюдать условия настоящего Соглашения, если такое Связанное лицо в соответствии с его должностными обязанностями обязано обеспечивать конфиденциальность Конфиденциальной информации или иным образом связано обязательствами по обеспечению конфиденциальности Конфиденциальной информации.
6. COMMUNICATIONS AND CONSENTS	6. ОБМЕН СООБЩЕНИЯМИ И СОГЛАСИЯ
<p>6.1 Save as agreed otherwise with the Ministry of Transport, all communications and questions regarding the Tender and requests for information shall be submitted or directed to Golovnev Evgeny Aleksandrovich (the Secretary of the Tender Commission) exclusively whose contact details are as follows:</p> <p>Golovnev Evgeny Aleksandrovich (the Secretary of the Tender Commission) 220073, the city of Minsk, 4th Zagorodny alley, 58A, Republic of Belarus +375 (17) 259 80 14, +375 (29) 705 23 88 E-mail – ppp@belavtostrada.by</p>	<p>6.1. За исключением случаев, когда Министерство транспорта выразило свое согласие на иное, любой обмен сообщениями и вопросы, относящиеся к Конкурсу, а также запросы информации должны осуществляться или направляться исключительно Головневу Евгению Александровичу (секретарю Комиссии по проведению конкурса), контактные данные которого:</p> <p>Головнев Евгений Александрович (секретарь Комиссии по проведению конкурса) 220073, г. Минск, пер. 4-й Загородный, 58А, Республика Беларусь +375 (17) 259 80 14, +375 (29) 705 23 88 E-mail – ppp@belavtostrada.by</p>
7. ANNOUNCEMENTS	7. ЗАЯВЛЕНИЯ
7.1 If the Interested Party, any Affiliate or any Related Persons becomes required, in the circumstances contemplated by paragraph 3.1.5(c) hereof, to disclose any Confidential Information, the Interested Party shall give, or shall procure that such notice of the requirement is given to the Ministry of Transport as soon as reasonably practicable, but in any case before any Confidential Information is so disclosed.	7.1. Если Заинтересованное лицо, какое-либо Аффилированное лицо или какое-либо из Связанных лиц обязано раскрыть Конфиденциальную информацию в случаях, предусмотренных пунктом 3.1.5(с) настоящего Соглашения, Заинтересованное лицо обязано предоставить Министерству транспорта соответствующее уведомление или обеспечить его предоставление в кратчайшие разумные сроки, но в любом случае до раскрытия Конфиденциальной информации.
7.2 The Interested Party hereby acknowledges and agrees that nothing in this	7.2. Настоящим Заинтересованное лицо подтверждает и соглашается, что никакое из

<p>Agreement shall prevent or in any way restrict the Ministry of Transport from making any announcement, communication or other disclosure required by law, any rule or regulation to which the Ministry of Transport is subject or any governmental, court or quasi-governmental authority.</p>	<p>положений настоящего Соглашения не препятствует и никоим образом не запрещает Министерству транспорта оглашать, сообщать или иным образом раскрывать Конфиденциальную информацию в соответствии с требованиями закона, подзаконного акта или правил, применимых к Министерству транспорта и исходящих от государственных, судебных или квази-государственных органов.</p>
<p>8. RIGHT TO TERMINATE</p>	<p>8. ПРАВО НА ПРЕКРАЩЕНИЕ</p>
<p>8.1 The Ministry of Transport shall not be under any obligation to accept any offer or bid which may be made by the interested party or on its behalf in the course of the tender and reserves the right in its sole and absolute discretion to appoint the Preferred Bidder, and to terminate discussions and negotiations directly or indirectly involving the Interested Party or any Affiliates at any time without any liability to reimburse the Interested Party or its professional advisers in connection with any aspect of the negotiations.</p>	<p>8.1. Министерство транспорта не берет на себя какие-либо обязательства по принятию каких-либо офферт или конкурсных предложений, исходящих от заинтересованного лица или поданных от его имени в связи с Конкурсом и сохраняет за собой право по своему собственному усмотрению определять Победителя конкурса и прекращать обсуждения и переговоры, в которые прямо или косвенно вовлечено Заинтересованное лицо или любое Аффилированное лицо, в любой момент и без обязательства по возмещению Заинтересованному лицу или его профессиональным консультантам в связи с любым аспектом переговоров.</p>
<p>9. NO REPRESENTATIONS</p>	<p>9. ОТСУТСТВИЕ ЗАВЕРЕНИЙ</p>
<p>9.1 No representation or warranty, express or implied, is made or given by the Ministry of Transport as to the accuracy or the completeness of any of the Confidential Information or any other information supplied to the Interested Party, any Affiliates or any Related Person or as to the reasonableness of any assumptions on which any of the same is based, and the Interested Party agrees that the Ministry of Transport shall not have any liability to the Interested Party, any of its Affiliates or any Related Persons resulting from the use of Confidential Information or any other information supplied, or for any opinions expressed, by any of them, or for any errors, omissions or misstatements made by the Ministry of Transport or any direct, indirect or consequential loss or damage suffered by any of them as a result of relying on any statement contained in or omitted from the Confidential Information.</p>	<p>9.1. Никакие заверения или гарантии, как выраженные прямо, так и подразумеваемые, не предоставляются Министерством транспорта в отношении достоверности или полноты какой-либо из частей Конфиденциальной информации или любой иной информации, предоставляемой Заинтересованному лицу, любому Аффилированному лицу или любому Связанному лицу, или касательно разумности предположений, из которых исходит любое из упомянутых лиц, и Заинтересованное лицо соглашается, что Министерство транспорта не несет ответственности перед Заинтересованным лицом, его Аффилированными лицами или Связанными лицами в связи с использованием Конфиденциальной информации или иной предоставленной информации, выраженных им мнений, или каких-либо ошибок, недостатков, или неверных утверждений, допущенных Министерством транспорта, или какими-либо прямыми, косвенными или случайными вредом или убытками, причиненными любому из указанных лиц вследствие того, что они полагались на какое-либо из утверждений, содержащихся в Конфиденциальной</p>

	информации, или на его отсутствие.
10. NO WAIVER	10. ОТСУТСТВИЕ ОТКАЗА ОТ ПРАВ
10.1 No failure or delay by the Ministry of Transport in exercising any right, power or privilege under this Agreement shall constitute a waiver by the Ministry of Transport of any such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise of any such right, power or privilege.	10.1. Неиспользование или задержка в использовании Министерством транспорта какого-либо из прав, полномочий или привилегий, предусмотренных настоящим Соглашением, не должно составлять отказ Министерства транспорта от такого права, полномочия или привилегии, равно так единичный случай их использования или их частичное использование не должно исключать какое-либо дальнейшее использование такого права, полномочия или привилегии.
11. COSTS	11. ЗАТРАТЫ
11.1 The Ministry of Transport is not under any obligation or has agreed to any liability to reimburse the Interested Party, any Affiliate or any Related Person in respect of any costs, expenses, damages or losses incurred by any such person in connection with this Agreement or any negotiations, actions or omissions relating to this Agreement, the Tender or the Tender Documentation whether or not such matters lead to a legally binding transaction or offer with or by the Interested Party, any Affiliate or any Related Person.	11.1. Министерство транспорта не принимает на себя какие-либо обязательства и не соглашается нести какую-либо ответственность по возмещению Заинтересованному лицу, любому Аффилированному лицу или какому-либо Связанному лицу каких-либо затрат, расходов, убытков или вреда, понесенных или причиненных таким лицам в связи с настоящим Соглашением или любыми переговорами, действиями или бездействием, относящимися к настоящему Соглашению, Конкурсу или Конкурсной документации, вне зависимости от того, приводят ли они к юридически обязательным сделкам или офертам, совершенным Заинтересованным лицом, любым Аффилированным лицом или каким-либо Связанным лицом или с их участием.
12. FURTHER AGREEMENTS	12. ПОСЛЕДУЮЩИЕ СОГЛАШЕНИЯ
12.1 The Interested party agrees that:	12.1. Заинтересованное лицо соглашается, что:
12.1.1 no right or licence is granted to the Interested party, any Affiliate or any Related person in relation to the Confidential Information;	12.1.1. ни Заинтересованному лицу, ни какому-либо Аффилированному лицу или какому-либо Связанному лицу не предоставляются какие-либо права или лицензии в отношении Конфиденциальной информации;
12.1.2 the Interested party shall be responsible for making its own decisions based on the Confidential Information;	12.1.2. Заинтересованное лицо будет самостоятельно нести ответственность за свои решения, основывающиеся на Конфиденциальной информации;
12.1.3 neither the provision of any Confidential Information nor the discussions, negotiations or any other matter relating to the Tender Documentation constitute an offer by the Ministry of Transport, nor will it form the basis	12.1.3. никакое из положений Конфиденциальной информации или обсуждения, переговоры или какие-либо иные вопросы, относящиеся к Конкурсной документации, не являются офертой

of any agreement relating to the Tender; and	Министерства транспорта и не будут являться основой для какого-либо соглашения, связанного с Конкурсом; и
12.1.4 the undertakings and obligations under this Agreement are given by it on behalf of itself, each Affiliate, Related Person.	12.1.4. он принимает на себя обязательства по настоящему Соглашению как в отношении самого себя, так и в отношении каждого Аффилированного лица и каждого Связанного лица.
13. GOVERNING LAW	13. ПРИМЕНИМОЕ ПРАВО
13.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in all respects in accordance with the law of the Republic of Belarus, and signing or familiarization with this Agreement shall constitute an irrevocable submission to the exclusive jurisdiction of the Belarusian courts for the purposes of any dispute in relation to such agreement.	13.1. Настоящее Соглашение, а также любые внедоговорные обязательства, возникающие из него или в связи с ним, должны регулироваться и толковаться в соответствии с правом Республики Беларусь, и подписание или ознакомление с настоящим Соглашением должно означать безоговорочное согласие на подчинение исключительной юрисдикции белорусских судов для целей разрешения любых споров, связанных с настоящим Соглашением.
14. TERM, COUNTERPARTS	14. СРОК ДЕЙСТВИЯ, ЭКЗЕМПЛЯРЫ
14.1 All obligations contained in this letter shall cease [●] years from the date hereof.	14.1. Все обязательства, содержащиеся в настоящем Соглашении, прекращают свое действие по истечении [●] лет с даты настоящего Соглашения.
14.2 This Agreement shall be executed in [●] counterparts of equal legal force, in the Russian and English languages, the English version of this Agreement is for informational purposes only. In the event of any discrepancy between the English and the Russian versions of this Agreement, the Russian version of this Agreement shall prevail.	14.2. Настоящее Соглашение подписано в [●] экземплярах, имеющих одинаковую юридическую силу, на русском и английском языках, однако англоязычная версия настоящего Соглашения предназначена только для сведения. В случае каких-либо расхождений или несоответствий между текстами настоящего Соглашения на английском и на русском языках, преимущественную силу имеет текст Соглашения на русском языке.
15. DETAILS AND SIGNATURES OF THE PARTIES	15. РЕКВИЗИТЫ И ПОДПИСИ СТОРОН
15.1 [name of the Interested Party/Lead Member]	15.1. [наименование Заинтересованного лица/Лидера]
[position of the signatory]	[должность подписанта]
_____ / [name of the signatory] / [имя подписанта]	
15.2 The Ministry of Transport and	15.2. Министерство транспорта и

Communications of the Republic of Belarus	коммуникаций Республики Беларусь
[position of the signatory]	[должность подписанта]
_____ / [name of the signatory] / [имя подписанта]	
We hereby confirm that we have familiarized with the provisions of this Agreement and accept all the respective obligations.	Настоящим мы подтверждаем, что мы ознакомились с положениями настоящего Соглашения и принимаем все соответствующие обязательства.
[name of the Interested Entity]	[наименование Заинтересованного лица]
[position of the signatory]	[должность подписанта]
_____ / [name of the signatory] / [имя подписанта]	

