



ДЕРЖАВНЕ АГЕНТСТВО
АВТОМОБІЛЬНИХ ДОРІГ УКРАЇНИ
(УКРАВТОДОР)

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Код ЄДРПОУ 37641918

№ _____

На № _____ від _____

Голові Верховної Ради України
Разумкову Д. О.

Шановний Дмитре Олександровичу!

Державне агентство автомобільних доріг України (Укравтодор) у відповідь на Ваш лист від 10.09.2021 № 11/10-34 та у відповідь на депутатський запит Сухова О. С. від 06.09.2021 № 594-312/ВР щодо стану автомобільної дороги Р-66 яка є трасою обласного значення, та надання документів, що стосуються проведеного ремонту вказаної дороги у 2020 році, а також документів щодо оголошених тендерів з капітального ремонту автомобільних доріг Р-66 КПП «Демино-Олександрівськ» - Сватове – Лисичанськ – Луганськ, Н-26 (Чугуїв – Мілове), Т-13-2 (КПП «Танюшівка» - Старобільськ – Бахмут) у Луганській області та повідомляє таке.

Закон України «Про публічні закупівлі» визначає правові та економічні засади здійснення закупівель товарів, робіт та послуг для забезпечення потреб держави, територіальних громад та об'єднаних територіальних громад.

Так, на виконання вимог зазначеного вище Закону України «Про публічні закупівлі» уся інформація, що стосується проведених закупівель на виконання робіт з капітального та/або поточного ремонту Р-66 КПП «Демино-Олександрівськ» - Сватове – Лисичанськ – Луганськ за кошти державного бюджету, тому числі скан-копії договорів та додаткових угод розміщено у вільному доступі на офіційному майданчику електронної системи публічних закупівель України ProZorro, а саме:

<https://prozorro.gov.ua/tender/UA-2020-05-13-005074-b>

<https://prozorro.gov.ua/tender/UA-2020-07-02-002250-b>



Вихідний документ Укравтодора (Підписано кваліфікованим електронним підписом)

Сертифікат 58E2D9E7F900307B04000000366D2F00CF698500

Підписувач Кузькін Євген Юрійович

Дійсний з 25.06.2020 0:00:00 по 25.06.2022 0:00:00

Укравтодор



4329/1/08-02/12-190/02-21

від 27.09.2021

<https://prozorro.gov.ua/tender/UA-2020-06-26-001864-c>
<https://prozorro.gov.ua/tender/UA-2020-06-05-003413-c>
<https://prozorro.gov.ua/tender/UA-2020-07-01-002867-c>
<https://prozorro.gov.ua/tender/UA-2020-06-26-001870-c>
<https://prozorro.gov.ua/tender/UA-2020-11-02-002328-a>

Разом з тим, зазначаємо, що 17.02.2020 року укладено Угоду про позику між Україною та Міжнародним банком реконструкції та розвитку (далі – МБРР) щодо відновлення інфраструктури Східного регіону України (копія Угоди додається), в рамках якої передбачено виконання робіт з капітального ремонту автомобільної дороги Н-26 Чугуїв – Мілове на ділянці км 136+000 – км 148+000 та автомобільної дороги Т-13-02 КПП «Танюшівка» – Старобільськ – Бахмут на ділянці км 71+900 – км 121+400.

Станом на 27.09.2021, Укравтодор проводить процедуру закупівлі на виконання робіт за згаданими вище ділянками автомобільних доріг Н-26 та Т-13-02 (міжнародні конкурентні торги відповідно до Правил закупівель МБРР), подання пропозицій триває.

Реалізація проекту наразі передбачає виконання робіт в рамках майбутніх укладених контрактів до II кварталу 2024 року.

Зауважимо, що капітальний ремонт автомобільної дороги Р-66 КПП «Демино-Олександрівка» – Сватове – Лисичанськ – Луганськ на ділянках км 16+600 – км 86+600 та км 93+400 – км 145+075 передбачено в рамках реалізації Фінансової угоди «Східна Україна: Возз'єднання, Відновлення та Відродження (Проект 3В)» між Україною та Європейським інвестиційним банком від 09.12.2020. Наразі здійснюються внутрішньодержавні заходи, необхідні для подальшої ратифікації Фінансової угоди та можливості використання коштів позики для виконання робіт з капітального ремонту на згаданих вище ділянках автомобільної дороги Р-66. Зазначаємо, що на план проведення капітального ремонту та строки проведення ремонту впливає статус ратифікації Фінансової угоди.

Щодо пунктів 2 та 3 депутатського звернення повідомляємо, що відповідно до Порядку здійснення технічного нагляду під час будівництва об'єкта архітектури, затвердженого постановою Кабінету Міністрів України від 11.07.2007 № 903, технічний нагляд забезпечує замовник (забудовник) протягом усього періоду будівництва об'єкта з метою здійснення контролю за дотриманням проектних рішень та вимог державних стандартів, будівельних норм і правил, а також контролю за якістю та обсягами робіт, виконаних під час будівництва або змін (зокрема шляхом знесення) такого об'єкта.

Функції контролю якості покладаються на підрядника (вхідний та операційний) та замовника (приймальний та інспекційний) і складаються з вимірювань, експертиз, випробувань чи оцінювання характеристик об'єкта і



Вихідний документ Укравтодора (Підписано кваліфікованим електронним підписом)

Сертифікат 58E2D9E7F900307B04000000366D2F00CF698500

Підписувач Кузькін Євген Юрійович

Дійсний з 25.06.2020 0:00:00 по 25.06.2022 0:00:00

Укравтодор



4329/1/08-02/12-190/02-21

від 27.09.2021

порівняння одержаних результатів з установленими вимогами нормативних або проектних документів для визначення того чи досягнуто відповідність кожної з характеристик.

Склад та обсяги контролю і нагляду встановлюється на підставі вимог проектної документації та нормативних документів на конкретні види ремонтно-будівельних робіт.

Технічний нагляд на об'єкті здійснюють особи, що мають виданий відповідно до законодавства архітектурно-будівельною атестаційною комісією кваліфікаційний сертифікат.

Крім того, відповідно до Положення, Укравтодор, із залученням відповідних фахівців, які визначаються за результатами тендеру, проводить моніторинг будівництва, реконструкції, капітального, поточного середнього ремонту та утримання автомобільних доріг. Даний моніторинг полягає у періодичних натурних спостереженнях та вимірюваннях визначених показників технічного стану об'єкта. За їх результатами надаються пропозиції щодо підвищення ефективності і контролю якості, як з боку підрядника, так і замовника робіт.

Депутата Сухова О. С. з приводу депутатського запиту поінформовано.

Додаток: згадане на 19 арк. в 1 прим.

З повагою

Голова

Євген КУЗЬКІН

Лопатчак Т. П.
287-52-00



Вихідний документ Укравтодора (Підписано кваліфікованим електронним підписом)

Сертифікат [58E2D9E7F900307B04000000366D2F00CF698500](#)

Підписувач Кузькін Євген Юрійович

Дійсний з [25.06.2020 0:00:00](#) по [25.06.2022 0:00:00](#)

Укравтодор



4329/1/08-02/12-190/02-21

від 27.09.2021

LOAN NUMBER 9175-UA

Loan Agreement

(Eastern Ukraine: Reconnect, Recover, Revitalize (3R) Project)

between

UKRAINE

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

LOAN AGREEMENT

AGREEMENT dated as of December 4, 2020 between UKRAINE ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of one hundred million Dollars (\$100,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(c) of the General Conditions.
- 2.06. The Payment Dates are February 15 and August 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower: (a) through MRTOT, shall carry out Parts 2, 3, and 4 of the Project; and (b) shall cause UAD to carry out Part 1 of the Project, all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Additional Event of Suspension consists of the following, namely, that UAD shall have failed to comply with any of its obligations under the Subsidiary Agreement.
- 4.02. The Additional Event of Acceleration consists of the following, namely, that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Bank to the Borrower.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) that the Subsidiary Agreement has been executed in a manner acceptable to the Bank.
 - (b) that the Loan Transfer Agreement has been executed in a manner acceptable to the Bank.
 - (c) that the Luhansk Oblast State Administration MoU has been executed in a manner acceptable to the Bank.
- 5.02. The Effectiveness Deadline is the date one hundred and twenty (120) days after the Signature Date.
- 5.03. Without limitation to Section 10.02(b) of the General Conditions, any modification to this Agreement shall be executed by written instrument agreed by the parties hereto. Such amendment shall become effective as set forth in the amending agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Borrower's Representative is its Minister of Finance.
- 6.02. For purposes of Section 10.01 of the General Conditions: (a) the Borrower's address is:
Ministry of Finance, St. Hrushevskoho 12/2, Kyiv, 01008, Ukraine
- (b) the Borrower's Electronic Address is:
- | | |
|--------------------|----------------------|
| Facsimile: | E-mail: |
| (380-44) 425-90-26 | Infomf@minfin.gov.ua |

6.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Bank's Electronic Address is:

Telex:

Facsimile:

E-mail:

248423(MCI) or
64145(MCI)

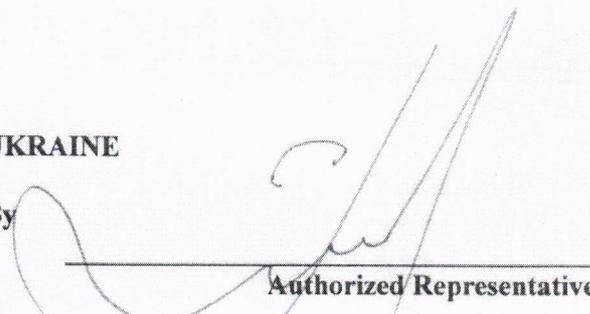
1-202-477-6391

abanerji@worldbank.org

AGREED as of the Signature Date.

UKRAINE

By



Authorized Representative

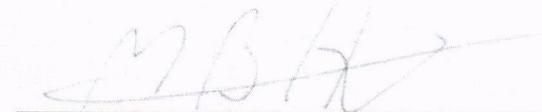
Name: Resnikov Oleksii Deputy Prime Minister of Ukraine, Minister for Reintegration of the

Title: Temporarily Occupied Territories of Ukraine

Date: 17 December 2020

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By



Authorized Representative

Name: Mostafa El-Hinnan

Title: Acting Country Director

Date: 4 December 2020

SCHEDULE 1

Project Description

The objective of the Project is to improve transport connectivity and promote agricultural sector recovery in Project Areas with the active engagement of conflict-affected communities.

The Project consists of the following parts:

Part 1. RECONNECT - Roads Investments to Link Rural Communities to Processing, Markets, and Services

1.1 Rehabilitation of selected sections of roads to integrate agricultural areas within the Project Areas with the Borrower's core national road network and the European Union extended Trans-European Transport Network, including, *inter alia*: (a) the carrying out of: (i) associated road infrastructure, such as bridges, interchanges, and railway crossings; (ii) safety measures; and (iii) site supervision of civil works; (b) the acquisition of equipment; and (c) the installation of weigh-in-motion stations and road safety equipment.

1.2 Provision of assistance and carrying out of capacity building and territorial community engagement on roads investments, including, *inter alia*, the increase of communication and dialogue between the local governments and communities in Project Areas on how to better utilize, manage, and sustain roads investments under Part 1.1 of the Project.

1.3 Provision of support to UAD for Project management expenses, including, *inter alia*: (a) the carrying out of activities necessary for the effective implementation of the Project, including the carrying out of technical audits, safety audits, financial audits and design reviews; and (b) the carrying out of feasibility studies, detailed designs, and bidding documents for priority road improvement schemes.

Part 2. RECOVER - Agriculture Investments to Support Sector Recovery and Modernization

2.1 Provision of support for the design and construction of an Agriculture Logistics and Service Hub, including the provision of assistance and carrying out of training to support its operation and management.

2.2 Provision of support to establish a regional agricultural testing and food safety laboratory in Luhansk Oblast GCAs.

2.3 Provision of support for rural development in Luhansk Oblast GCAs, including the carrying out of pilot activities to benefit territorial community-based Agricultural Development Clusters.

Part 3. REVITALIZE - Implementation Support Platform

3.1 Establishment of an overall implementation support platform within MRTOT for Project investments under Parts 2 and 3 of the Project, including, *inter alia*, (a) the establishment and operation of the MRTOT PIU; and (b) the establishment of a management information system for investments under Part 2 of the Project, including procurement and financial management, the implementation of the ESCP and monitoring and evaluation activities.

3.2 Carrying out of social accountability measures and activities to: (a) strengthen Project impact; (b) increase territorial community involvement in Project activities; and (c) promote transparency and accountability, including, *inter alia*: (i) the carrying out of training for staff in Luhansk Oblast regional and local administrations; (ii) the design of public-private investment forums in cooperation with relevant ministries, regional and local authorities, and international partners; (iii) the carrying out of user/beneficiary surveys and territorial community forums to provide ongoing feedback on Project design and implementation; and (iv) the establishment of a beneficiary feedback mechanism, including a grievance redress mechanism.

3.3 Implementation of communications-related activities to raise awareness of communities and stakeholders in Project Areas related to Project objectives, activities and opportunities.

Part 4. Contingent Emergency Response Component

Provision of support upon occurrence of an Eligible Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. Not later than three (3) months after the Effective Date, the Borrower, through MRTOT, shall:
 - (a) establish and thereafter maintain throughout the implementation of the Project, a Project Implementation Unit ("MRTOT PIU") within MRTOT, with resources and staff in number and with qualifications acceptable to the Bank, responsible for day-to-day supervision of Project implementation for Parts 2, 3 and 4 of the Project and provision of support for Project implementation; and
 - (b) establish and thereafter maintain throughout the implementation of the Project, a Project Steering Committee ("3R Steering Committee"), with functions and responsibilities set forth in the MRTOT POM and UAD POM, to provide overall guidance on Project implementation.
2. The Borrower shall cause UAD to maintain throughout the implementation of the Project, a Project implementation unit ("UAD PIU"), with resources and staff in number and with qualifications acceptable to the Bank, responsible for day-to-day supervision of Project implementation for Part 1 of the Project and provision of technical support for Project implementation.
3.
 - (a) The Borrower, through MRTOT, shall enter into a memorandum of understanding ("Luhansk Oblast State Administration MoU") with the Luhansk Oblast State Administration, under terms and conditions acceptable to the Bank, including, *inter alia*, the Luhansk Oblast State Administration's role and responsibilities for Project implementation.
 - (b) The Borrower, through MRTOT, shall exercise its rights under Luhansk Oblast State Administration MoU in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower, through MRTOT, shall not assign, amend, abrogate or waive the Luhansk State Administration MoU or any of its provisions.
4.
 - (a) Before commencing any civil works under Part 2.1 of the Project, the Borrower, through MRTOT, shall enter into a memorandum of understanding ("Starobilsk City MoU") with the Starobilsk City Council, under terms and conditions acceptable to the Bank, including, *inter alia*, Starobilsk City's role and responsibilities regarding the design and construction of the Agriculture Logistics and Service Hub.
 - (b) The Borrower, through MRTOT, shall exercise its rights under the Starobilsk City MoU in such manner as to protect the interests of the Borrower and the Bank and to

accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower, through MRTOT, shall not assign, amend, abrogate or waive the Starobilsk City MoU or any of its provisions.

5. (a) Before commencing any civil works under Part 2.2 of the Project, the Borrower, through MRTOT, shall enter into a memorandum of understanding (“State Service of Ukraine on Food Safety and Consumer Protection MoU”) with the State Service of Ukraine on Food Safety and Consumer Protection, under terms and conditions acceptable to the Bank, including, *inter alia*, State Service of Ukraine on Food Safety and Consumer Protection’s role and responsibilities regarding the design and construction of the regional agricultural testing and food safety laboratory; as well as the handover arrangements to transfer its operation and maintenance to the State Service of Ukraine on Food Safety and Consumer Protection upon its completion.

(b) The Borrower, through MRTOT, shall exercise its rights under the State Service of Ukraine on Food Safety and Consumer Protection MoU in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower, through MRTOT, shall not assign, amend, abrogate or waive the State Service of Ukraine on Food Safety and Consumer Protection MoU or any of its provisions.
6. Upon completion of the construction of the Agriculture Logistics and Service Hub under Part 2.1 of the Project, the Borrower, through MRTOT, shall enter into a separate management agreement (“Management Agreement”) with an entity which meets the eligibility criteria set forth in the MRTOT POM, under terms and conditions acceptable to the Bank, to provide for the operation and maintenance of said Agriculture Logistics and Service Hub in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices.
7. Before commencing any activities under Part 2.3 of the Project, the Borrower, through MRTOT shall hire a firm under terms and conditions acceptable to the Bank, including, *inter alia*, said firm’s obligation to implement Part 2.3 of the Project in accordance to the provisions of this Agreement, the MRTOT POM, the ESCP and the Anti-Corruption Guidelines, including *inter alia*, the firm’s obligation to: (i) select the beneficiaries of Part 2.3 of the Project in accordance with the eligibility criteria set forth in the MRTOT POM; and (ii) implement activities under Part 2.3 of the Project under terms and conditions acceptable to the Bank and as set forth in the MRTOT POM.
8. To facilitate the carrying out of Parts 2, 3 and 4 of the Project, the Borrower shall make part of the proceeds of the Loan available to MRTOT on a non-refundable basis, under an agreement between the MoF and MRTOT, under terms and conditions acceptable to the Bank (“Loan Transfer Agreement”). The Borrower shall exercise its rights under the Loan Transfer Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Loan Transfer Agreement or any of its provisions.

B. Subsidiary Agreement.

1. To facilitate the carrying out of Part 1 of the Project, the Borrower, through MoF, shall make part of the proceeds of the Loan available to UAD under a subsidiary agreement between the Borrower and UAD, under terms and conditions acceptable to the Bank, including UAD's obligations related to the implementation of Part 1 of the Project ("Subsidiary Agreement").
2. The Borrower shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Project Operations Manuals

1. For purposes of guiding Project implementation, the Borrower:
 - (a) through MRTOT shall adopt a Project Operations Manual for Parts 2, 3 and 4 of the Project ("MRTOT POM"); and (b) shall cause UAD to adopt a Project Operations Manual for Part 1 of the Project ("UAD POM"), satisfactory to the Bank. The MRTOT POM and UAD POM shall include, *inter alia*:
 - (i) the Project monitoring indicators;
 - (ii) policies and procedures relating to the implementation of the respective parts of the Project;
 - (iii) the eligibility criteria for the selection of the areas where civil works under the Project will be carried out;
 - (iv) financial management and procurement arrangements for the respective parts of the Project;
 - (v) environmental and social obligations consistent with the provisions of Section I.D of this Schedule and the requirements under the Anti-Corruption Guidelines; and
 - (vi) UAD PIU and MRTOT PIU staffing structure and terms of reference for the UAD PIU and MRTOT positions, if applicable.
 - (b) thereafter carry out the Project, and cause the Project to be carried out, in a timely manner and in accordance with the provisions of the MRTOT POM and UAD POM; and
 - (c) not amend or waive, or permit to be amended or waived the MRTOT POM and/or the UAD POM or any provisions thereof, except with the prior written approval of the Bank.

D. Environmental and Social Standards

1. The Borrower: (a) through MRTOT, shall, for Parts 2, 3 and 4 of the Project; and (b) shall cause UAD for Part 1 of the Project, to ensure that their respective parts of the Project are carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Borrower: (a) through MRTOT, shall for Parts 2, 3 and 4 of the Project; and (b) shall cause UAD for Part 1 of the Project, to ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Borrower, through MRTOT, shall and shall cause UAD to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Borrower: (a) through MRTOT shall for Parts 2, 3 and 4 of the Project; and (b) shall cause UAD for Part 1 of the Project to ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

5. The Borrower: (a) through MRTOT, shall for Parts 2, 3 and 4 of the Project; and (b) shall cause UAD for Part 1 of the Project, to establish, publicize, maintain and operate accessible grievance redress mechanisms, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.
6. The Borrower, through MRTOT, shall for Parts 2, 3 and 4 of the Project, and shall cause UAD for Part 1 of the Project, to ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

E. Contingent Emergency Response Component

1. In order to ensure the proper and timely implementation of Part 4 of the Project aimed to provide immediate response to potential Eligible Emergency, the Borrower, through MRTOT, shall take all actions required on its behalf to ensure that Part 4 of the Project is carried out in accordance with the following provisions:
 - (a) The Borrower, through MRTOT, shall:
 - (i) prepare a manual ("Emergency Response Operations Manual"), which shall be an annex to the MRTOT POM, setting forth detailed implementation arrangements for Part 4 of the Project, including: (A) designation of, and resources to be allocated to, the entity to be responsible for coordinating and implementing Part 4 of the Project ("Coordinating Authority"); (B) specific investments which may be included under Part 4 of the Project, the Emergency Expenditures required therefore and the proposed procedures for such inclusion; (C) financial management arrangements under Part 4 of the Project; (D) procurement methods and eligibility procedures for Emergency Expenditures to be financed under Part 4 of the Project; (E) the documentation required for withdrawals of Emergency Expenditures; and (F) any other arrangements necessary to ensure proper coordination and implementation of Part 4 of the Project;
 - (ii) from time to time, submit recommendations to the Bank for its consideration for changes and updates of the Emergency Response Operations Manual, as they may become necessary or advisable during Project implementation to allow, if and as necessary, the inclusion of activities under Part 4 of the Project to respond to an Eligible Emergency;

- (iii) ensure that Part 4 of the Project is carried out in accordance with the Emergency Response Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the Emergency Response Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and
 - (iv) not amend, suspend, abrogate, repeal or waive any provision of the Emergency Response Operations Manual without the prior approval by the Bank.
- (b) The Borrower, through MRTOT, shall, throughout the implementation of Part 4 of the Project, maintain the Coordinating Authority, with staff in adequate numbers and with qualifications and resources satisfactory to the Bank.

Section II. Project Monitoring Reporting and Evaluation

The Borrower, through MRTOT, shall furnish to the Bank each Project Report not later than one (1) month after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Loan Proceeds

A. General.

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay: (i) the Front-end Fee; and (ii) each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Part 1 of the Project	64,840,000	100%
(2) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Part 2 and 3 of the Project	34,910,000	100%

(3) Emergency Expenditures under Part 4 of the Project	0	100%
(4) Front-end Fee	250,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07(b) of the General Conditions
(5) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to Section 4.05(c) of the General Conditions
TOTAL AMOUNT	100,000,000	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date; or
 - (b) for Eligible Expenditures under Category (1) until the UAD POM has been adopted in a manner acceptable to the Bank; or
 - (c) for Eligible Expenditures under Category (2) until the MRTOT POM has been adopted in a manner acceptable to the Bank; or
 - (d) for Emergency Expenditures under Category (3), unless and until the Bank is satisfied, and has notified the Borrower of its satisfaction, that all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Borrower has determined that an Eligible Emergency has occurred; (B) has furnished to the Bank a request to include said activities in Part 4 of the Project (Contingent Emergency Response Component) in order to respond to said emergency; and (C) the Bank has agreed with such determination, accepted said request and notified the Borrower;
 - (ii) the Borrower, through MRTOT, has: (A) ensured that all environmental and social instruments required for Part 4 of the Project have been prepared, disclosed and consulted ; and (B) ensured that any actions which are required to be taken under said environmental and social instruments have been implemented, all in accordance with the provisions of Section I.D of this Schedule 2 to this Agreement; and
 - (iii) the Coordinating Authority has provided sufficient evidence satisfactory to the Bank that it has adequate staff and resources for the purposes of said activities.
2. The Closing Date is November 30, 2025.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share").

Level Principal Repayments

Principal Payment Date	Installment Share
On each February 15 and August 15 Beginning February 15, 2033 through February 15, 2047	3.33%
On August 15, 2047	3.43%

APPENDIX

Definitions

1. "3R Steering Committee" means the committee referred to in Section I.A.1(b) of Schedule 2 to the Loan Agreement.
2. "Agricultural Development Clusters" means a group of small and household producers which meet the eligibility criteria set forth in the MRTOT POM to benefit from Part 2.3 of the Project.
3. "Agriculture Logistics and Service Hub" means, a facility in or around Starobilsk City, to be financed out of the proceeds of the Loan, that may include, *inter alia*: (a) a grain and oil seed elevator; (b) a small grain and oil seed quality testing facility; (c) an office building for administration and business development support for agricultural enterprises; (d) an innovative online trading platform to link producers and traders; (e) an agricultural services support area; and (f) required ancillary infrastructure, subject to final feasibility and design studies and further detailed in the MRTOT POM.
4. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
5. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
6. "Coordinating Authority" means the entity referred to in Section E.1(a)(i)(A) of Schedule 2 to this Agreement.
7. "Eligible Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Borrower, associated with a natural or man-made crisis or disaster.
8. "Emergency Expenditures" means the Eligible Expenditures required to finance the cost of the approved list of goods, works, and services necessary for the carrying out of investments in the Borrower's territory under Part 4 of the Project and set forth in the Emergency Response Operations Manual.
9. "Emergency Response Operations Manual" means the operations manual to be adopted by the Borrower, through MRTOT, for Part 4 of the Project in accordance with the provisions of Section I.E.1(a)(i) of Schedule 2 to this Agreement.
10. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated September 22, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and

reporting arrangements, and any environmental and social instruments to be prepared thereunder.

11. "Environmental and Social Standards" or "ESSs" means, collectively: (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Bank.
12. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing", dated December 14, 2018.
13. "Loan Transfer Agreement" means the agreement referred to in Section I.A.8 of Schedule 2 to this Agreement.
14. "Luhansk Oblast GCAs" means Government of Ukraine Controlled Areas of Luhansk Oblast, as further defined in the MRTOT POM and UAD POM.
15. "Luhansk Oblast State Administration" means the local state administration of Luhansk region that is part of the executive bodies system of Ukraine according to the 'Law of Ukraine on Local State Administrations', No. 586-XIV, dated April 9, 1999.
16. "Luhansk Oblast State Administration MoU" means the memorandum of understanding referred to in Section I.A.3(a) of Schedule 2 to this Agreement.
17. "Management Agreement" means the agreement referred to in Section I.A.6 of Schedule 2 to this Agreement.
18. "MoF" means the Borrower's Ministry of Finance, or any successor thereto.
19. "MRTOT" means the Borrower's Ministry for Reintegration of Temporarily Occupied Territories, or any successor thereto.
20. "MRTOT Project Operations Manual" or "MRTOT POM" means the manual referred to in Section I.C.1(a) of Schedule 2 to this Agreement.
21. "Operating Costs" means reasonable incremental expenses incurred on account of Project implementation, management and monitoring, including office supplies, office rental, publication of procurement notices, office and equipment maintenance and repair,

communication, translation and interpretation, travel and supervision costs, subscription to publications and databases, and other miscellaneous costs directly associated with the Project (as approved by the Bank), but excluding salaries of officials and employees of MRTOT and UAD.

22. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
23. "Project Areas" means the areas within Luhansk Oblast GCAs set forth in the MRTOT POM and UAD POM.
24. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.
25. "Starobilsk City" means the administrative center of Starobilsk rayon in Luhansk Oblast GCAs.
26. "Starobilsk City MOU" means the memorandum of understanding referred to in Section I.A.4(a) of Schedule 2 to this Agreement.
27. "State Service of Ukraine on Food Safety and Consumer Protection" means the Borrower's entity established pursuant to the Cabinet of Ministers of Ukraine No. 667, dated September 2, 2015, or its successor thereto.
28. "State Service of Ukraine on Food Safety and Consumer Protection MoU" means the memorandum of understanding referred to in Section I.A.5(a) of Schedule 2 to this Agreement.
29. "Subsidiary Agreement" means the agreement referred to in Section I.B.1 of Schedule 2 to this Agreement.
30. "Trans-European Transport Network" means the planned network of roads, railways, airports and water infrastructure in the European Union, as set forth in the EU Regulation No 1315/2013, dated December 11, 2013.
31. "Training" means training activities related to the Project and includes Project related study tours, training courses, seminars, workshops and other training activities, not included under service providers' contracts, including, *inter alia*, costs of training materials, space and equipment rental, reasonable and necessary local and international travel by participants in training activities, reasonable lodging and accommodation, subsistence and local and international per diem of trainees and trainers, registration, tuition and facilitators' fees, translation and interpretation, and other training related miscellaneous costs, all based on budgets acceptable to the Bank.
32. "UAD" means the Borrower's State Road Agency (Ukravtodor), a central executive body that operates under the Provision on the State Road Agency of Ukraine, approved by the

Cabinet of Ministers' of Ukraine Decree № 439 dated September 10, 2014, or its legal successor thereto.

33. "UAD PIU" means the unit referred to in Section I.A.2 of Schedule 2 to this Agreement and established pursuant to the Procedure for Activities of Economic and Social Development Project Management Teams of Ukraine, Supported by International Financial Institutions approved by the MoF, the Borrower's Ministry of Economy and European Integration, the Borrower's Ministry of Labor and Social Policy, the Borrower's Ministry of Justice, № 905/308/550/93/5, dated October 29, 2002.
34. "UAD Project Operations Manual" or "UAD POM" means the manual referred to in Section I.C.1(a) of Schedule 2 to this Agreement.

Апарат Верховної Ради України
КАРТКА ДОКУМЕНТА



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Кореспонденти Кузькін Є. Ю. Державне агентство автомобільних доріг України (всього 1)
Вид документа Відповідь на депутатський запит
Вих. № та дата кореспондента 4329/1/08-02/12-190/02-21 від 27.09.2021
№ ДСК
Реєстр. № та дата реєстрації 300727 від 28.09.2021
Арк./прим. 3/1
Стислий зміст Відповідь на депутатський запит н.д.України Сухова О.С. від 10.09.2021 № 11/10-34. Щодо ремонту автомобільних доріг Р-66 КПП «Демино-Олександрівськ» - Сватове – Лисичанськ – Луганськ, Н-26 (Чугуїв – Мілове), Т-13-2 (КПП «Танюшівка» - Старобільськ – Бахмут) у Луганській області.

Проходження документа (особа, у якої є позначка «Оригінал»)	Дата передачі оригіналу ВСК	Дата отримання оригіналу	Підпис