

## Section I: Instructions to Participants

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## **A. General**

### **1. Scope of Procurement Process and Applicable Procurement Rules**

- 1.1 The Client, stated in Section II, Data Sheet (the “DS”), issues this procurement document (the “Procurement Document”) for the prequalification for the procurement of the contract(s) described in Section VI, Requirements (the “Contract”) that will be implemented within the framework of the project as specified in the DS (the “Project”).
- 1.2 The process applicable to the prequalification for the procurement of the Contract (the “Procurement Process”) will be conducted in the manner, as specified in the DS.
- 1.3 The title and identification of the Procurement Process as well as the number of contracts (lots), where applicable, and their titles are provided in the DS.
- 1.4 The Procurement Process shall be carried out in accordance with the Procurement Policies and Rules (the “PPR”) of the European Bank for Reconstruction and Development (the “Bank”), which are published on the Bank’s website. The applicable version of the PPR is stated in the DS.
- 1.5 Definitions and interpretations used throughout the Procurement Document shall have the meaning as prescribed in Section I, Instructions to Participants (the “ITP”), the PPR or the Bank’s Enforcement Policy and Procedures (the “EPPs”), which are published on the Bank’s website. The applicable version of the EPPs is specified in the DS. In case of discrepancies, the definitions and interpretations in the PPR and EPPs prevail.
- 1.6 The Client invites eligible participants (the “Participants”) to submit applications under the Procurement Process.
- 1.7 It is anticipated that the follow-up procurement process for the Contract will be modelled upon the Bank’s Standard Procurement Document and use the type of the Contract, specified in the DS.
- 1.8 The anticipated time schedule for the entire procurement process for the Contract is provided in the DS.

### **2. Source of Funds**

- 2.1 The borrower or the grant recipient (the “Borrower” or the “Grant Recipient”, as appropriate) indicated in the DS has applied for or received financing from or via the Bank towards the costs of the Project (the “Funds”). The Borrower or the Grant Recipient, as appropriate, if different from the Client, intends to make available to the Client a portion of the Funds and/or the Client will use the Funds for eligible payments under the Contract for which this Procurement Document is issued.
- 2.2 Unless otherwise stated in the DS, payments by the Bank will be made only at the request of the Borrower or the Grant Recipient, as appropriate, and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower or the Grant Recipient, as appropriate, and the Bank (the “Loan Agreement” or the “Grant Agreement”, respectively) and will be subject in all respects to the terms and conditions of that Loan Agreement or Grant Agreement. No party other than the Borrower or the Grant Recipient, as appropriate, shall derive any rights from the Loan Agreement or the Grant Agreement or have any claim to the Funds.

### **3. Prohibited Practices and Anti-Competitive Conduct**

- 3.1 The Bank requires that the Borrowers or the Grant Recipients, as appropriate, including beneficiaries of loans provided by or grants administered by the Bank, as well as Participants, and their suppliers, contractors, consultants, sub-suppliers, subcontractors, or subconsultants (the “Subcontractors”) as well as concessionaires under Bank-financed contracts, observe the highest standard of ethical conduct, transparency and integrity and act in a manner that is fair, accountable and honest during the procurement, execution and implementation of such contracts.
- 3.2 The Borrower or the Grant Recipient, as appropriate, including beneficiaries of the Funds, as well as Participants and their Subcontractors, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, Affiliates, agents or representatives, to engage in Anti-Competitive Conduct or Prohibited Practices with respect to the procurement, award, or execution of the Contract.
- 3.3 The Bank may declare any contract subsequently awarded to be ineligible for financing and the Bank may take any of the Enforcement Actions and Disclosure Actions set out in the EPPs, if in accordance with the EPPs, the Bank determines that:
- (a) the Borrower or the Grant Recipient, as appropriate (including beneficiaries of the Funds), Participants or Subcontractors, agents or representatives have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract; or
  - (b) a Third Party Finding has sufficient relevance and seriousness for the Bank to warrant Enforcement Actions and Disclosure Actions against entities or individuals.
- 3.4 In accordance with the EPPs, the Bank may enforce debarments from Mutual Enforcement Institutions by declaring entities or individuals ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract.
- 3.5 The Participants shall require and make available their officers, directors, employees, agents or representatives and Subcontractors, as well as their Subcontractors’ officers, directors, employees, agents or representatives with knowledge of the Procurement Process or the Contract to meet with and respond to questions from the Bank’s representatives and to provide to the Bank promptly any information or documents necessary for:
- (i) the Bank’s investigation of allegations of Prohibited Practices, or
  - (ii) the Bank’s monitoring and evaluation of the Contract and to enable the Bank to examine and address any Project related complaints made under the Bank’s Independent Project Accountability Mechanism.

The Participants and Subcontractors shall permit the Bank or persons appointed by the Bank to inspect the Site (as defined in Section VI, Requirements), as well as their assets, books, accounts, records, and other documents (on any media or in any format) relating to the Procurement Process or the Contract and to have such assets, books, accounts, records, and other documents audited by auditors appointed by the Bank, if required by the Bank.

The Participants and Subcontractors shall maintain all books, documents, records, and other documents related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

- 3.6 Anti-competitive conduct constitutes practices by Participants and/or the Client with the intent or effect of preventing, restricting or distorting competition during the Procurement Process (the “Anti-Competitive Conduct”).

These may include, inter alia:

- (a) entering in a formal or informal non-compete agreement;
- (b) agreeing to share or sharing information with other Participants or the Client that might lead to reduced competition (for example, price fixing, proposal rigging, market sharing, or abusing a dominant position);
- (c) submission of a non-responsive application by a Participant with the aim to support another Participant to be awarded the Contract;
- (d) consultations amongst Participants on whether to submit an application;
- (e) the Participant having a relationship with other Participants or the Client that directly or indirectly, grants the Participant access to information about, or the ability to influence the application of another Participant; or
- (f) the Participant or a related party has influenced the decisions of the Client regarding the Procurement Process.

Communications relating to the subcontracting of a part of the Contract will not be considered Anti-Competitive Conduct, provided that such communication is limited to the information required to facilitate that particular subcontract.

- 3.7 In the event that the Bank identifies reasonable grounds to suspect that a Participant has engaged in Anti-Competitive Conduct during the Procurement Process, the Bank may declare the Contract to be ineligible for Bank financing.

#### **4. Eligible Participants**

- 4.1 A Participant can be a natural person, a legal entity, or any combination thereof in the form of a joint venture, consortium, or association (the “JVCA”).

In the case of a JVCA:

- (a) the members of the JVCA shall be jointly and severally liable in respect of their application or follow-up proposal; and
- (b) the JVCA shall nominate a representative (the “Lead Partner”), who shall have the authority to conduct all business for and on behalf of the Participant and each of the members of the JVCA during the Procurement Process and in the course of implementation of the Contract.

- 4.2 Unless stated otherwise in the DS, a Participant from any country may participate in the Procurement Process.

A Participant, or in the case of a JVCA, any member thereof, shall be deemed to have the nationality of a country, if the Participant is a citizen of, or is constituted, incorporated or registered in such country.

The same criterion shall apply to the determination of the nationality of any Subcontractor, proposed for any part of the Contract.

- 4.3 A natural person or legal entity may participate in the Procurement Process both individually and as a member of a JVCA.

However, following prequalification, a natural person or legal entity may participate in only one follow-up proposal for the Contract (or an individual lot, where applicable), either individually or as a member of a JVCA. Submission of, or participation by a Participant, or in the case of a JVCA, any member thereof, in more than one follow-up proposal for the Contract will result in the rejection of all proposals for the Contract, in which the party is involved. However, this does not prohibit participation in follow-up proposals for separate lots under a Procurement Process, where applicable.

Subcontractors are not deemed to be Participants in the Procurement Process and may be included in more than one application.

- 4.4 No Affiliate of the Client, Borrower, or the Grant Recipient, as appropriate, or of a procurement agent or consultant engaged by the Client in connection with the Procurement Process, shall be eligible for award of the Contract, unless it can be demonstrated to the satisfaction of the Bank that there is not a significant degree of common ownership, influence or control between a Participant and the Client, Borrower, or the Grant Recipient, as appropriate, or the procurement agent or consultant engaged by the Client in connection with the Procurement Process.
- 4.5 Participants shall provide such evidence of their eligibility to the satisfaction of the Client, as the Client may reasonably request.
- 4.6 The considerations specified above shall apply to Subcontractors, as appropriate.

## **5. Cost of Participation in Procurement Process**

- 5.1 A Participant shall bear all costs associated with the preparation and submission of its application, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Procurement Process.
- 5.2 Unless otherwise stated in the DS, the Procurement Document is provided to the Participants free of charge.

## **6. Language of Procurement Process**

- 6.1 The application, as well as all correspondence and documents relating to the Procurement Process exchanged by a Participant and the Client, shall be in the language specified in the DS.
- 6.2 Supporting documentation that is part of the application may be in another language provided that it is accompanied by an accurate translation of the relevant sections in the governing language. For purposes of the evaluation of the application and its interpretation, such translation shall govern.

## **B. Procurement Document**

### **7. Contents of Procurement Document**

- 7.1 The Procurement Document consists of the Sections listed below, which provide the details of the Procurement Process, and should be read in conjunction with any amendments or addenda issued in accordance with ITP 8:
- Section I: Instructions to Participants;
  - Section II: Data Sheet;
  - Section III: Evaluation Methodology;
  - Section IV: Eligibility and Qualification Criteria;
  - Section V: Forms; and
  - Section VI: Requirements.
- 7.2 The invitation to participate in the Procurement Process issued by the Client is not part of the Procurement Document.
- 7.3 A Participant shall obtain the Procurement Document from the source stated by the Client in the invitation to participate in the Procurement Process. The Client is not responsible for incompleteness or incorrectness of the Procurement Document, if this document is obtained from another source.
- 7.4 A Participant is expected to examine all instructions, forms, terms and conditions of the Contract, the Requirements, and any other information in the Procurement Document. Failure to furnish all information or documentation required by the Procurement Document may result in the rejection of the application.

### **8. Amendment of Procurement Document**

- 8.1 At any time prior to the deadline for submission of applications, stated in ITP 14.1, the Client may amend the Procurement Document by issuing an amendment.
- 8.2 Any amendment issued shall be part of the Procurement Document and shall be communicated in writing to all Participants, who have acquired the Procurement Document from the Client in accordance with ITP 7.3.
- 8.3 To give Participants reasonable time to take an amendment into account in preparing their applications, the Client may extend the deadline for submission of applications, stated in ITP 14.1.

## C. Preparation of Applications

### 9. Clarification of Procurement Document, Site Visit, Clarification Meeting

- 9.1 A Participant requiring any clarification of the Procurement Document shall contact the Client in writing, as described in the DS, or raise its enquiries during the clarification meeting, if provided for in accordance with ITP 9.2.

Prior to the deadline for submission of applications, stated in ITP 14.1, the Client shall respond promptly to any requests for clarifications, provided that such requests are received no later than the number of calendar days specified in the DS. The Client's response shall be in writing with copies to all Participants who have acquired the Procurement Document in accordance with ITP 7.3, including a description of the inquiry but without identifying its source. If the Client deems it necessary to amend the Procurement Document as a result of a request for clarification, it shall follow the procedure described under ITP 8.

- 9.2 The Participants' designated representatives are invited to attend a clarification meeting, if provided for in the DS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

Non-attendance at the clarification meeting will not be a cause for rejection of the application by a Participant.

- 9.3 A Participant is requested, as far as possible, to submit any questions in writing to reach the Client not later than seven (7) calendar days before the clarification meeting.

- 9.4 Where applicable, a Participant may visit and examine the Site and obtain for itself, at its own responsibility, all information that may be necessary for preparing the application.

- 9.5 Where a Participant and any of its personnel or agents have been granted permission by the Client to enter its premises and lands for the purpose of such visit, the Participant, its personnel, and agents shall release and indemnify the Client and its personnel and agents from and against all liability in respect thereof, and shall be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.

- 9.6 If so provided in the DS, the Client will organise a Site visit.

Non-attendance at the Site visit will not be a cause for rejection of the application by a Participant.

- 9.7 The costs of attending a clarification meeting or visiting the Site shall be at the Participant's own expense.

- 9.8 Minutes of the clarification meeting and the Site visit, as appropriate, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Participants, who have acquired the Procurement Document in accordance with ITP 7.3.

Any modification to the Procurement Document that may become necessary as a result of the clarification meeting shall be made by the Client exclusively through the issuance of an amendment of the Procurement Document pursuant to ITP 8 and not through the minutes of the clarification meeting.

## **10. Documents Comprising Applications**

- 10.1 The application shall comprise the following documentation:
- (a) the document entitled the letter of application (the “Letter of Application”) and the enclosed integrity covenant (the “Covenant of Integrity”) supported by a duly authorised power of attorney;
  - (b) the documentation confirming the Participant’s eligibility and qualifications (the “Eligibility and Qualification Documentation”); and
  - (c) the comments on specific issues, if stated in the DS.
- 10.2 A Participant shall submit the Letter of Application and the Covenant of Integrity in the form as furnished in Section V, Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be completed with the information requested.
- 10.3 The Eligibility and Qualification Documentation shall comprise the documents listed in the DS.
- 10.4 Whilst preparing the application, a Participant shall provide the information and comments requested by using the forms furnished in Section V, Forms, as appropriate.

## **11. Format and Signing of Applications**

- 11.1 A Participant shall prepare one original set of the documents comprising the application, as described in ITP 10.
- 11.2 The application shall be in writing and signed by a person duly authorised on behalf of a Participant. This authorisation shall be in the form of a power of attorney, duly authorising the person(s) to sign the application.
- 11.3 An application submitted by a JVCA shall:
- (a) be signed so as to be legally binding on all members of the JVCA; and
  - (b) include the Lead Partner’s authorisation referred to in ITP 4.1, consisting of a power of attorney signed by those legally authorised to sign on behalf of the JVCA.



## **D. Submission and Opening of Applications**

### **12. Submission of Applications**

- 12.1 Participants shall submit their applications in the manner and within the deadline as described in the DS.

### **13. Withdrawal and Modification of Applications**

- 13.1 At any time prior to the deadline for the submission of applications as stated in ITP 14.1, a Participant may withdraw or modify its application after submission in accordance with the process described in the DS.
- 13.2 Any withdrawal or modification to the application shall be valid only if they are signed by the person authorised to sign the application. No withdrawal or modification of the application shall be considered unless the corresponding notice of withdrawal or modification contains a valid authorisation.

### **14. Deadline for Submission of Applications**

- 14.1 Applications shall be received by the Client no later than the date and time indicated in the DS.
- 14.2 The Client may, at its discretion, extend the deadline for submission of applications by amending the Procurement Document in accordance with ITP 8. In case of an extension, all rights and obligations of the Client and Participants shall thereafter be subject to the extended deadline.
- 14.3 Notwithstanding any other ITP provisions, in the event that the Client issues an amendment to the Procurement Document or clarifications in accordance with ITP 8 or ITP 9 respectively, the Client shall ensure that Participants at all times have a minimum of seven (7) calendar days to take the respective amendment or clarification into account in the preparation of their applications. If necessary, the Client shall extend the deadline for submission of applications by amending the Procurement Document in accordance with ITP 8.

### **15. Late Applications**

- 15.1 The Client may reject any application received after the deadline for submission of applications as stated in ITP 14.1

### **16. Application Opening**

- 16.1 An application opening shall be conducted as described in the DS.
- 16.2 A record of the application opening shall be prepared immediately thereafter and promptly communicated to all Participants, who submitted applications, in the manner described in the DS.

The record shall include, as a minimum, the information specified in the DS, as well as any other information the Client may consider necessary.

## **E. Evaluation of Applications**

### **17. Confidentiality**

- 17.1 Financial, commercial or proprietary information as well as personal data created or received by the Client in the course of the Procurement Process shall be confidential, unless:
- (a) the PPR or the Procurement Document expressly provide for public disclosure thereof;
  - (b) permission is given by the concerned Participant to release such information; or
  - (c) the information is requested by the Bank, a competent court, an enforcement authority or a statutory auditor.
- 17.2 Prior to communicating to the Participants the outcome of the application evaluation, no information relating to the evaluation shall be disclosed to Participants or any persons not officially involved with the evaluation.
- 17.3 Any attempt by a Participant to influence, directly or indirectly, the Client or any other person involved with the evaluation of application, may result in the rejection of such Participant's application.
- 17.4 Notwithstanding the above, in the period from the application opening until the notification of the outcome of the applications evaluation, if any Participant wishes to contact the Client on any matter related to the Procurement Process, it shall do so in writing.

### **18. Evaluation of Applications**

- 18.1 The Client shall evaluate applications in accordance with the instructions in ITP 18-22 and the criteria and methodology as stated in Section III, Evaluation Methodology. No other evaluation criteria or methodologies shall be permitted.
- 18.2 The Client's evaluation of an application shall be based on the content of the application itself as described in ITP 10, and any requested clarifications thereof.
- Notwithstanding the above, the Client may request additional information to establish that a Participant meets the qualifying criteria specified in Section IV, Eligibility and Qualification Criteria.
- 18.3 If an application is not substantially responsive to the requirements of the Procurement Document, it shall be rejected by the Client.
- 18.4 A Participant shall be prequalified unconditionally, if it meets all the criteria specified in Section IV, Eligibility and Qualification Criteria.
- 18.5 A Participant, whose application contains Deviations, which it is able to correct or rectify in the future prior to the deadline stated in the DS, shall be prequalified conditionally.
- 18.6 Unless otherwise provided for in the DS, the qualification of the Subcontractors proposed by a Participant shall not be taken into account during the evaluation of the application by the Participant.
- 18.7 Unless otherwise provided for in the DS, the Client shall set no limit to the number of Participants allowed to be prequalified.

- 18.8 In case only one application is received by the Client prior to the deadline for submission of the applications as stated in ITP 14.1, the Procurement Process shall be cancelled.

## **19. Determination of Responsiveness**

- 19.1 For an application to be considered substantially responsive, it shall meet the requirements set out in the Procurement Document without a material Deviation, Reservation, or Omission as defined below:
- a “Deviation” is the departure from the requirements specified in the Procurement Document;
  - a “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Procurement Document; and
  - an “Omission” is the failure to submit part or all of the information or documentation required in the Procurement Document.
- 19.2 The Client shall examine the applications to confirm that all requirements of Section IV, Eligibility and Qualification Criteria, have been met without any material Deviation, Reservation, or Omission.

## **20. Non-material Non-conformities**

- 20.1 Provided that an application is substantially responsive, the Client may waive any non-conformities in the application that do not constitute material Deviations, Reservations or Omissions.
- 20.2 Provided that an application is substantially responsive, the Client may request the Participant to submit any necessary missing information or documentation, within a reasonable period of time, to rectify non-material Omissions in the application.

Failure of the Participant to comply with the request may result in the rejection of its application.

## **21. Clarification of Applications**

- 21.1 To assist in the examination, evaluation, and comparison of the applications and qualification of the Participants, the Client may, at its discretion, ask any Participant to submit any necessary missing or additional information or documentation; or to provide a clarification of its application, allowing a reasonable time for response. Any additional information or clarifications submitted by a Participant that are not in response to a request by the Client shall not be considered. The Client’s request for additional information or clarification and the response shall be in writing.
- 21.2 If a Participant does not provide information or clarifications of its application by the date and time set in the Client’s request, its application may be rejected.

## **22. Exclusions from Follow-up Procurement Process**

- 22.1 The Client shall disqualify a Participant, if at the anticipated time of award of the Contract:
- (a) the Participant, or in the case of a JVCA, any member thereof, has been declared ineligible pursuant to the EPPs; or
  - (b) any import of goods from the Participant’s country or any payments to the Participant, or in case of a JVCA, any member thereof, are prohibited by

sanctions imposed by a resolution of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

22.2 Provided that the Bank has determined that such disqualification is not contrary to the principles set out in the PPR, the Client shall disqualify a Participant, if at the anticipated time of award of the Contract:

- (a) in relation to the Procurement Process, the Participant has been determined to have a conflict of interest, an unfair competitive advantage, or has engaged in Anti-Competitive Conduct;
- (b) the Participant, any member of a JVCA, or their Affiliates have been convicted of an offence involving a Prohibited Practice or equivalent act during the ten years preceding the eligibility assessment, provided that such criminal conviction is final in the relevant national jurisdiction and was rendered in judicial proceedings providing for adequate due process acceptable to the Bank;
- (c) it is or it will become unlawful for the Client under the law governing the Contract to enter into the Contract with the Participant or to perform its obligations under the Contract; or
- (d) a circumstance or event exists, outside the Client's control (including but not limited to the imposition of any law), which has or may reasonably be expected to have the effect of prohibiting, impairing or delaying in any material respect the performance by either the Participant or the Client under the Contract.

22.3 Notwithstanding the provisions of ITP 22.1 and ITP 22.2, the Client may conditionally prequalify a Participant, provided the Participant has submitted with its application the documents, which demonstrate to the satisfaction of the Client and the Bank that the respective disqualification grounds will cease to exist at the anticipated time of award of the Contract.

22.4 A Participant may be considered to have a conflict of interest with one or more of the other Participants in the Procurement Process or the Client, including but not limited to the situations, when:

- (a) they have controlling partners in common;
- (b) they receive or have received any direct or indirect subsidy from any of the other Participants or the Client;
- (c) for purposes of the Procurement Process they have the same legal representative, as other Participants;
- (d) the Participant, any member of a JVCA, or their Affiliates have participated in the feasibility or design stages of the Project, unless it can be demonstrated that such participation would not constitute a conflict of interest. Such determination must be made by the Client to the satisfaction of the Bank prior to the deadline for submission of applications as stated in ITP 14.1;
- (e) the Participant, any member of a JVCA, or their Affiliates have participated as a consultant in the preparation of Section VI, Requirements, which is the subject of the Procurement Process; or
- (f) the Participant, any member of a JVCA, or their Affiliates have been hired, or are proposed to be hired, by the Client or the Borrower or the Grant Recipient, as appropriate, for the supervision or administration of the Contract.

22.5 A Participant may be considered to have an unfair competitive advantage, if they, compared to other Participants, have:

- (a) greater access to information in respect of the Procurement Process or the Contract; or
  - (b) close business relations with the Client that may materially distort the behaviour of the Client in respect of the Procurement Process, including the award of the Contract.
- 22.6 A Subcontractor shall be deemed unacceptable in any of the following circumstances:
- (a) the Subcontractor:
    - (i) has a conflict of interest as a result of:
      - participating in the feasibility or design stages of the Project or the preparation of Section VI, Requirements, for the Contract, unless it can be demonstrated that such participation would not constitute a conflict of interest; or
      - being hired, or being proposed to be hired, by the Client or the Borrower or the Grant Recipient, as appropriate, for the supervision or administration of the Contract;
    - (ii) has been declared ineligible pursuant to the EPPs; or
    - (iii) has engaged in Anti-Competitive Conduct during the Procurement Process;
  - (b) any import of goods from the Subcontractor's country is prohibited by sanctions imposed by a resolution of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- 22.7 Should a Subcontractor be determined to be unacceptable in accordance with ITP 22.6, ineligible or unqualified, where appropriate, the application shall not be rejected, but the Participant shall be required to substitute the Subcontractor with an acceptable one in accordance with ITP 22.3.

## **23. Client's Right to Accept Any Application, and to Reject Any or All Applications**

- 23.1 The Client reserves the right to accept or reject any application, and to annul the Procurement Process and reject all applications at any time prior to the notification of the outcome of the prequalification, without thereby incurring any liability to the Participants.

## **F. Outcome of Application Evaluation**

### **24. Notification of the Outcome of Application Evaluation**

24.1 Upon the completion of the evaluation, the Client shall send simultaneously to each Participant the notification of the outcome of the applications evaluation. The notification shall state:

- (a) the title of the Procurement Process;
- (b) the title of the Contract;
- (c) the names of the Participants, who submitted applications;
- (d) the names of the Participants, whose applications have been rejected; and
- (e) the names of the Participants, who have been prequalified.

In addition to the above information, the Client shall inform each Participants, who was conditionally prequalified in accordance with ITP 22.3, individually about the conditions of their prequalification.

Moreover, the Client shall provide each unsuccessful Participant individually with detailed reasons for the rejection of their application, as appropriate.

The notification shall also provide instructions on how to request a debriefing.

24.2 Simultaneously with the notification under ITP 24.1, the Client shall send the information regarding the outcome of the Procurement Process to the Bank.

24.3 The Client shall publish or otherwise make publicly available to any interested party the list of prequalified Participants within fourteen (14) calendar days upon informing the Bank about the outcome of the Procurement Process in accordance with ITP 24.2.

24.4 Upon receipt of the notification sent in accordance with ITP 24.1, a Participant may make a written request to the Client for a debriefing. The Participant shall ensure that such request is received by the Client within the following seven (7) calendar days. The Client shall provide a debriefing to the Participant within seven (7) calendar days upon receipt of such request.

Debriefings may be provided either in writing or verbally. In the latter case, within three (3) calendar days following the debriefing, the Client shall send to the Participant minutes of the meeting. If applicable, the Participants shall bear their own costs of attending a debriefing meeting.

The follow-up procurement process shall commence no earlier than fourteen (14) calendar days from the date of sending the notification in accordance with ITP 24.1 or ten (10) calendar days after the date of completion of the debriefing process, whichever is later.

In case only one application is received by the Client prior to the deadline for submission of the applications as stated in ITP 14.1, the above provisions do not apply.

### **25. Follow-Up Procurement Process**

25.1 Only the Participants, who have been prequalified under the Procurement Process, will be eligible to participate in the follow-up procurement process.

- 25.2 The formation of a new JVCA, involving a prequalified Participant, or a modification, including a dissolution of a prequalified JVCA, after the notification of the outcome of applications evaluation has been issued in accordance with ITP 24.1, is permitted, subject to the written approval by the Client. Such approval may be denied if:
- (a) member(s) withdraw from a JVCA and the remaining members do not meet the qualifying requirements;
  - (b) the level of participation by members or the structure of the JVCA has been substantially changed;
  - (c) the new JVCA is not qualified; or
  - (d) such change may result in a substantial reduction of competition, or contradicts the rules of the follow-up procurement process for the Contract.
- 25.3 The Client shall notify the prequalified Participants of any changes to the list of prequalified Participants prior to the commencement of the follow-up procurement process.
- The Client shall also update the information issued in accordance with ITP 24.2 and ITP 24.3.
- 25.4 At any time after the notification of the outcome of the applications evaluation has been issued in accordance with ITP 24.1, the Client reserves the right to:
- (a) amend the procurement arrangements for the Contract or its requirements; or
  - (b) cancel the follow-up procurement process.
- The Client shall not be liable towards the Participants for any such amendments or the cancellation.
- 25.5 The Client shall expeditiously inform all prequalified Participants of the cancellation of the follow-up procurement process, if any, but shall not be under any obligation to inform the Participants of the grounds for such actions.
- 25.6 If the follow-up procurement process is not commenced by the Client within twelve (12) months after the deadline for submission of applications, stated in ITP 14.1, the Procurement Process and outcome of the prequalification becomes shall be deemed null and void.

## G. Complaints

### 26. Complaint Procedure

- 26.1 Participants are entitled to bring potential irregularities in the Procurement Process to the Client's attention or to submit to the Client a procurement-related complaint.

Such communication shall be sent to the Client as soon as reasonably practicable, but no later than seven (7) calendar days after the Participant became aware, or should have become aware, of the relevant event or circumstance, and in any case fourteen (14) calendar days prior to the deadline for submission of applications as stated in ITP 14.1.

The Client shall review the received information or complaint and shall respond to the concerned Participant in an expeditious manner, and, to the extent possible, no later than seven (7) calendar days prior to the deadline for submission of applications as stated in ITP 14.1.

Any issues concerning evaluation of applications shall be dealt with in accordance with ITP 24.4.

- 26.2 For issues not resolved through the procedures as described in ITP 26.1, Participants may request the Bank to review potential irregularities in the Procurement Process or to submit a procurement-related complaint in accordance with the Bank's review processes as published on the Bank's web-site:

<https://www.ebrd.com/work-with-us/procurement/project-procurement-complaints.html>