



European Bank
for Reconstruction and Development

Procurement under National Laws

Guidance note

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Guidance note
Procurement under National Laws

1. Purpose

2. Definitions

1. Purpose

This note provides guidance on the procurement under national laws pursuant to Section III, Articles 3.28 and 3.62-3.64 PPR in respect of Bank-financed Public Sector Operations of low value.

2. Definitions

Terms used in this Guidance have the below meanings. Terms not defined in this Guidance have the same meaning as set out in the Procurement Policies and Rules.

Bank	means the European Bank for Reconstruction and Development.
Contractor	means a contractor, supplier, consultant or service provider, as the case may be, engaged under a Bank-financed Contract with a Client.
Enforcement Policy and Procedures or EPPs	means the Bank's Enforcement Policy and Procedures as amended from time to time.
Environmental and Social Policy or ESP	means the Bank's Environmental and Social Policy as amended from time to time.
PPD	means the Bank's Project Procurement Department.
PPR	means the Bank's Procurement Policies and Rules as amended from time to time.
Rejection Grounds	means the rejection grounds specified in Section III, Article 2.8 PPR.

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3. Scope

3. Scope

3.1. Introduction

The Bank requires that its public sector Clients normally procure Goods, Works, Services or Consultancy Services through an Open Competitive Procedure in accordance with the rules outlined in Section III, Article 3 PPR (Section III, Article 3.12 PPR). Under certain circumstances, the application of other procurement procedures may be more appropriate. These other procedures shall be justified by the Client and agreed by the Bank and subsequently stipulated in the legal agreement between the Bank and the Client (Section III, Articles 3.13-3.14 PPR). One of the other procurement procedures is the procurement of Bank-financed Contracts under national procurement laws.

Pursuant to the Paris Declaration on Aid Effectiveness and the Accra Agenda for Action, donors and partner countries have jointly committed to strengthen national procurement systems and subsequently increase the use of such systems. In response, over the past twenty years, the Bank has been assisting its countries of operation with procurement reforms. The reforms have elevated the public procurement systems in many of these countries to higher efficiency, transparency and accountability standards.

To facilitate the strengthening of national procurement systems in its countries of operations, on a limited basis, the Bank has been allowing the use of national procurement rules as an option under the PPR. The PPR provides for three options of using national procurement systems:

- a. The procurement of Bank-financed Contracts in cases of exclusion from the PPR (Section III, Article 2.6 PPR):
 - i. where the Bank is a minority co-financier of a contract (less than 30 per cent) that is financed under a development support initiative (e.g. the EU Cohesion and Structural Funds) and such initiative mandates the use of national procurement system (Section III, Article 2.6(b) PPR);
 - ii. when the Bank considers that a country of operation has a certain level of maturity in relation to its national procurement environment and thus represents low implementation risk (Section III, Article 2.6(f)).
- b. The procurement of low value Bank-financed contracts (under preset thresholds) under the PPR in any of the Bank's countries of operations (Section III, Articles 3.28, 3.62-3.64 PPR).

This guidance focuses only on option (b) above, namely the procurement of Bank-financed contracts of low value (under specific thresholds) conducted under national procurement laws as provided for under the PPR (Section III, Articles 3.28, 3.62-3.64 PPR).

On the basis of extensive analysis and consultations with external stakeholders, such as Clients and other Multilateral Development Banks, the Bank has determined that low value contracts may often be most effectively procured using procurement methods offered by the national systems. Furthermore, using national systems can have the additional potential benefits of supporting the development of local economies, especially small and medium enterprises, and reducing transactional costs, taking into account

marginal economic benefits for such cases of using open international procurement processes normally applied under the PPR that are designed for complex high risk and high value contracts.

Notwithstanding the above, for low value contracts the Bank will always allow Clients to use Open Competitive Procedures in accordance with the PPR instead of their national procurement system if requested by the Client.

3.2. Conditions procurement under national laws under the PPR

The conditions for potentially conducting a procurement under national laws are set out in Section III, Article 3.28 PPR.

It was determined that procurement procedures in accordance with national laws may be the most economic and efficient method of procuring Goods, Works or Services when the following cumulative conditions have been met:

- a. contract values are estimated below €140,000 (excl. VAT) for Goods or Services and €5.35 million (excl. VAT) for Works; and
- b. contracts for the procurement of such Goods, Works, Services are unlikely to attract foreign participation.

The above thresholds are aligned with the thresholds set in the World Trade Organisation Government Procurement Agreement.

Section III, Article 3.28 PPR stipulates that procurement requirements shall not be developed in such manner as to artificially reduce the value of the resulting contract(s) below these thresholds.

Please note that the PPR does not provide for the procurement of Consultancy Services being conducted under national laws.

3.3. Key requirements procurement under national laws under the PPR

Even if contract values are below the specified thresholds set out in Section III, Article 3.28 PPR, and assessed as being unlikely to attract foreign competition, other conditions must be met before the Bank may agree with the application of national procurement rules. These key requirements are set out in Section III, Articles 3.62-3.64 PPR

In accordance with Section III, Article 3.62 PPR, the national procedures to be used for procurement of contracts must be:

- competitive;
- provide for the most economic and efficient method of procuring Goods, Works or Services; and
- genuinely open and provide for adequate time to ensure fair competition in order to achieve value for money.

Therefore, only genuinely competitive procedures under national laws will be permitted.

It is acknowledged that despite the positive developments of the national procurement systems, some have certain limitations in practice as compared to the PPR, particularly in respect of openness (eligibility restriction, exclusions, accessibility of the systems for non-resident), equal treatment (domestic preferences, in country registration, licensing), transparency (the level of development and use of e-procurement systems), language and time limits in respect of procurement processes and their quality assurance, financial planning and implementation horizons, applicable contract models, applied environmental and social requirements, anti-corruption legislation and enforcement as well as overall fiduciary oversight.

Notwithstanding, for low value contracts, national procurement systems are frequently fit for purpose and in practice provide for the most economic and efficient procurement approach. For these types of contracts there is often no foreign participation and therefore a need to maximise competition between local participants. This aim is best achieved using national procurement systems under which local participants are familiar and comfortable with the applicable procurement procedures and associated procurement documentation. In such instances it can be counter-productive to apply the Bank's Open Competitive Procedures. The Bank, where appropriate, may accept limitations in national procurement systems which in practice will have no, or minimal, tangible impact on the outcome of a procurement exercise for low value contracts.

Considering the limitations of national procurement systems, to comply with the Bank's fiduciary duty, in Section III, Article 3.64 PPR, additional safeguards apply when contracts are procured under national rules. These safeguards reflect the key principles and considerations that are required when a procurement is conducted under the PPR for open international procurement processes. These would normally require Clients to include in the procurement documents and any resulting contracts provisions requiring the application of and compliance with the Rejection Grounds, ESP and EPPs and ensuring the Bank's inspection and audit rights. Additionally, Clients shall be obligated to ensure that the resulting contracts include these same provisions, which must also be included in any sub-contracts.

The above-mentioned requirements will be included by the Bank in the project legal agreements.

3.4. Implementation considerations

Please note that the application of procurement procedures under the national procurement system does not dismiss the application of other PPR provisions, as the overall procurement process as well as the administration and management of the resulting contracts are subject to the applicable PPR. The relevant considerations in this respect are set out below.

3.4.1. Project preparation

Before the Bank would be in the position to approve a Client conducting a procurement under its national procurement system, the Bank would conduct due diligence on the system and analyse if the proposed specific procurement procedures under the national regime would meet the requirements of the PPR. The national procurement system and respective procedures shall be assessed in accordance the principles outlined in the National Procurement Rules Questionnaire (see Annex A). An essential part of the assessment shall include a review of the key procurement principles to be applied by the Client with regard to, inter alia, competitiveness and, openness of the proposed procedures, the applicable selection and qualification criteria as well as the overall reasonableness of the contract conditions to be incorporated in the

procurement documents. These critical elements shall be generally consistent with the procurement principles promoted by PPR.

The Bank's assessment shall also incorporate the Client's capability to undertake the procurement in accordance with the national procurement system, by use of the PPD developed toolkit, as appropriate. In case of limited resources, experience and/or qualifications, Clients shall be required by the Bank to engage suitably qualified consultants.

The contracting strategy and the respective procurement plan shall be agreed with Client in line with PPR. In addition to the standard information, it shall include inter alia for each contract to be procured through the national system, the title of a specific competitive procurement procedure to be applied under the national law. This information shall be presented to the Bank's Board of Directors, or, where appropriate, to the designated approval body of the Bank, which the Board of Directors delegated such authority to, as part of the documents submitted for their approval.

3.4.2. Project legal documents

The legal agreements the Bank signs with Clients shall explicitly state the formal legal title of the specific competitive procurement procedures to be applied under the national law. Moreover, the legal agreement shall include the wording to ensure the implementation of the requirements set out in Section III, Article 3.64 PPR, including:

- a Covenant of Integrity in the form and language as set out in Annex B, which is required to be included by the Client as part of the procurement documents. Such Covenant of Integrity shall be signed and submitted by each Participant in the procurement process as part of their proposal;
- a Contractor Integrity Undertaking in the form and language as set out in Annex C shall be included by the Client as an integral part of contracts. Such undertaking shall be signed by the Contractor together with the signed contract. Alternatively, subject to the Bank's prior consent, provisions identical to those set out in the Contractor Integrity Undertaking may be included directly in the contracts.

The Bank can provide Clients with French and Russian versions of the Covenant of Integrity and Contractor Integrity Undertaking. In case the Covenant of Integrity or Contractor Integrity Undertaking must be used in another language, the Client shall obtain the Bank's prior approval to its text by sending a translated draft to the Bank for review;

- provisions to reflect the project related requirements of EPPs and ESP as well as the Environmental and Social Action Plan and other respective requirements in contracts;
- provisions to ensure the Bank's inspection and audit rights with respect to the two aforementioned policies, similar to rights required under Section III, Article 2.12 PPR;
- requirements to ensure that all contracts include the provisions securing compliance with the requirements of Section III, Article 3.64 PPR in all sub-contracts;
- reporting requirements to ensure the Bank is timely provided with key procurement data and information on progress with specific contract implementation.

Please note that for the procurement for specific contracts the Bank may require compliance with additional conditions. The Client must comply with such requirements.

In case national laws or procedures prohibit or otherwise restrict (in any manner) compliance with the requirements described above, the Client shall raise this as soon as possible during its discussions with the Bank about the applicable procurement procedures in order to find an alternative approach. In case the identified issues cannot be resolved, the Bank may not agree on conducting procurement under the national law and other procurement arrangements would need to be agreed upon.

3.4.3. Procurement processes and respective procurement documents

In line with the requirements of the PPR, as soon as possible upon the Bank's no-objection of the procurement plan, the Client shall issue a general procurement notice that advises the business community about the nature of the Bank Operation and the forthcoming business opportunities.

The general procurement notice shall be published on the Client's own website and/or official government procurement portal, where available, or in a newspaper with wide circulation in the Client's country or in official gazettes or international trade publications, as appropriate. In addition, to notify potential Participants at the earliest possible stage of upcoming opportunities, this notice shall be submitted to the Bank for publication on the Bank's website (www.ebrd.com) and/or the Bank's e-procurement portal and, wherever possible, in the Official Journal of the European Union and the official publication of the UN.

The general procurement notice shall be updated each time the procurement plan has been materially modified. The procurement process shall not commence prior to the publication of the general procurement notice.

The general national system requirements in respect of procurement documentation for a specific procurement process shall be followed. At the same time, the contract specific procurement documents should be aligned, to the extent possible, with the relevant principles regarding:

- technical requirements, Proposal prices, currency, time limits as outlined in Section III, Articles 3.45-3.49 PPR, and
- contractual arrangements, as set out in Section III, Articles 3.70-3.72 PPR (in relation to contract conditions, payments, sub-contracting and Nominated Sub-contracting arrangements).

In case the national system does not prescribe the use of standard procurement documents, Clients are encouraged to use the Bank's Standard Procurement Documents, which can be modified to reflect the necessary national procurement system requirements. Wherever possible and deemed acceptable to the Bank, procurement under national laws shall be conducted on an e-procurement platform, as it provides for a higher level of transparency and accountability.

The Client must give sufficient advance public notification of opportunities for participants to determine their interest and to prepare and submit their proposals. Each procedure shall be advertised in appropriate media with the aim of maximising competition. In the interests of maximising potential competition, Clients are encouraged to arrange for additional publication of individual procurement process notices on the Bank's website.

The procurement documents shall normally be issued and proposals submitted in the national language of the Client. In order to broaden competition and encourage foreign companies' participation, the Bank

encourages Clients, where reasonable, to allow for the use of one of the Bank's working languages (as an additional option).

Please note that the PPR provide for a number of grounds for exclusion of participants from contract award as set out in Section III, Article 2.8 PPR. These grounds can be divided into two groups:

- grounds which focus on the participant's eligibility for contract award. This concerns the cases when a participant is declared ineligible under the EPPs or is subject to UN Sanctions (Section III, Article 2.8(a) and (b) PPR) (the list of EBRD ineligible entities is available under this [link](#); and
- grounds which inter alia focus on the Client's inability to enter into the resulting contract or the parties' inability to perform under the resulting contract (Section III, Article 2.8(c)-(g) PPR).

The above rejection grounds will be reflected in the procurement documents and the project legal agreement signed between the Bank and the Client as applicable. In case any of the respective conditions apply, the Client shall ensure that no Bank-financed Contract is awarded to such participant. In case the Client awards a contract to an ineligible participant the Bank may declare such contract to be ineligible for Bank financing.

3.4.4. Procurement complaints and appeals

In case the procurement is conducted under national rules, the national procurement complaints review and appeals system shall apply (Section III, Article 3.63 PPR). The Bank's Procurement Reviews and Complaints Directive is not applicable in such cases.

3.4.5. Contract administration and management

Clients shall be required to administer contracts with due diligence and shall monitor and report to the Bank on the performance of contracts.

Usually, works contracts awarded following national rules will be supervised in accordance with the national legislation and regulatory requirements under supervision contracts procured and financed by the Client. In this regard, when assessing the acceptability of alternative procurement procedures, the Bank shall be satisfied that the proposed works supervision arrangements are adequate to ensure satisfactory implementation of the contracts as well as all related requirements as per the project legal documents and the Bank's policies (EPPs, ESP, ESAP and PPR).

Where the nature and duration of contract implementation provides for, it may be agreed between Clients and the Bank that in order to ensure that the contract administration process does not become unreasonably burdensome on both Clients and the Bank, individual contract modifications/variation or change orders/Contractor's claims signed/issued/determined under eligible contracts shall not be subject to the Bank's no-objection. In such instances the Bank will only finance the originally accepted contract amount (which may include a contingency in an amount of up to 10 per cent, which may be used to cover the cost of the above said individual contract modifications/variation or change orders/Contractor's claims) and any costs in excess of this amount will be ineligible for Bank financing.

Any alternative contract administration proposals and/or arrangements shall be subject to the prior approval by the Bank at the project structuring phase.

3.4.6. Project monitoring by the Bank

For contracts procured under the national system, the Bank's project teams shall monitor their implementation by Clients in a regular manner using standard Bank's procedures and practices. A dedicated PPD Project Implementation Advisor, who monitors project implementation and provides advice and assistance to Clients in the procurement process, shall be included in a project team, as appropriate.

In instances where multiple contracts are to be awarded under the national procurement procedures, it shall be expected that the Bank will engage a lender's monitor consultants to oversee the project implementation by a Client and report to the Bank upon the procurement process and the implementation of each contract.

3.4.7. Bank review of procurement process

To assess compliance of the procurement process conducted under national laws with the requirements set out in the project legal agreements, the procurement documents for the first contract of each type to be awarded under the Bank Operation shall be subject to prior review by the Bank in accordance with the procedure set out in Section III, Article 3.77 PPR. In certain cases, a larger number of contracts may be requested by the Bank to be subject to prior review procedure.

All subsequent contracts awarded under the project under national laws shall normally be subject to post review by the Bank as set out in Section III, Article 3.78 PPR. In order to facilitate such post review process, Clients shall provide the Bank with the required information and documents, including a completed Contract Data Form in English as per Annex D immediately after contract signing.

Notwithstanding the above, the contract administration process for all contracts awarded under the Bank Operation shall be subject to the prior review procedures set out in Section III, Article 3.77 PPR.

In order to facilitate the review process, the Bank may request the Client to provide an English translation of procurement documentation, deliberations, contracts or proposals (in whole or in part).

Annex A – National procurement rules questionnaire

Questions:

1. What law governs the application of the proposed procurement procedures? Please provide the reference, title, the date of the current version and the text of the law (with English translation if requested by the Bank).
2. How is the procurement complaint system arranged?
3. What is the formal title of the proposed procurement procedure?
4. What are potential restrictions associated with the applicable law and the proposed procedure? Please list any applicable eligibility restrictions, domestic or other preferences, accessibility restrictions, licences and certifications, language requirements restrictions, and assess whether foreign companies are able to participate in the procurement process on equal terms with local companies.
5. Are there any legal or other type of limitations or restrictions, which may inhibit the use of the PPR requirements in respects of the exclusion grounds, application of ESP, Environmental and Social Action Plan, EPPs and ensuring the Bank's inspection and audit rights during the procurement process and contract implementation phase?
6. Will the proposed procurement procedures be undertaken through a national or other e-procurement platform? What is the applicable e-procurement system?
7. Does the applicable law impose the use of standard procurement documents for the proposed processes?
8. Does the applicable law impose the use of specific models of contract or standard contract terms and conditions? How fair and balanced are these as compared to internationally recognised forms of contract?
9. What language will be used for the procurement processes?
10. What are the requirements in respect of publication of procurement opportunities?
11. What is the planned time period for preparation and submission of proposals?
12. What are the expected evaluation principles and criteria?
13. What are the expected qualification requirements and whether there are any legal restrictions in their respect?
14. In which currency can proposals be submitted?
15. What are the expected payment terms and procedures?
16. Is the proposal opening process transparent?
17. Please describe the procurement decision approval process?
18. How will potential procurement- related complaints be handled for the proposed procedures?
19. Please describe the contract administration and supervision mechanism?
20. How are modifications/variation or changes orders/claims handled? What is the respective formal review and approval process?

Annex B – Covenant of integrity

To: *[insert the name of Client]*

We acknowledge that the contract(s) subject to this procurement process are financed by the European Bank for Reconstruction and Development (the “EBRD” or the “Bank”). EBRD and the Client have agreed that the Procurement Process is governed by the established competitive procurement procedures *[specify the title of the Utility's established competitive procurement procedures]* of *[specify the name of the Utility]* and the EBRD's Procurement Policies and Rules (available under this [link](#)).

We declare and covenant that neither we nor anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents, representatives or joint venture, consortium, or association (hereinafter “JVCA”) partners, as well as any subcontractors, suppliers, sub-suppliers, consultants or sub-consultants (hereinafter “Subcontractors”), where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the Procurement Process or the execution or supply of any works, goods or (consultancy) services for *[specify the contract or proposal invitation]* (the “**Contract**”) and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the Procurement Process or execution of the Contract¹:

Name of Recipient	Address	Reason	Amount and Currency

We shall, for the duration of the Procurement Process and, if we are successful, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

- i. we, our current subsidiaries and affiliates, and all of our current directors, employees, agents, representatives or JVCA partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any procurement process or provision of works, goods or (consultancy) services during the ten years preceding the date of this Covenant;

¹ If none has been paid or is to be paid, state “None”.

- ii. none of our current directors, employees, agents, representatives or those of a JVCA partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice, during the ten years preceding the date of this Covenant;
- iii. we, our subsidiaries and affiliates and our directors, employees, agents, representatives or JVCA partners, where these exist are currently not excluded or otherwise sanctioned by any major Multilateral Development Bank or International Financial Institution (including World Bank Group, African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a procurement procedure or from entering into a contract with any of such institutions on the grounds of engaging in a Prohibited Practice;
- iv. (a) we, our directors, subsidiaries and affiliates, as well as any Subcontractors, or affiliates of the Subcontractors are currently not subject to any economic or financial sanctions or restrictive measures imposed by a resolution of the United Nations Security Council under Chapter VII of the UN Charter and (b) we are currently not owned (directly or indirectly) or controlled by, or acting on behalf of, any so designated person or entity;
- v. we further undertake to immediately inform the Client and the Bank in the event any of the declarations, representations or covenants set out above is no longer true or correct in any respect, cooperate in good faith with the Bank and its representatives in assessing the event and respond promptly and in reasonable detail to any request for information from the Bank regarding any such event.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles (i) – (iv) in the box below:

Name of Entity Required to be Disclosed	Reason Disclosure is Required ²

We understand that a misrepresentation in relation to or an omission to provide full disclosure of the information as required by this Covenant may result in the rejection of the proposal.

We acknowledge that the Bank may declare the Contract to be ineligible for financing and the Bank may take any of the Enforcement Actions and Disclosure Actions set out in the Bank's Enforcement Policy and Procedures (as found on <https://www.ebrd.com/integrity-and-compliance.html>), if in accordance with the Enforcement Policy and Procedures the Bank determines that we have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract.

At any time following the submission of our proposal, we shall permit, and shall cause our JVCA partners, as well as our directors, employees, agents, Subcontractors and any other third parties engaged or involved for any part of the Contract to permit the Bank and/or persons appointed by them, the right to inspect and copy

² For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Practice in connection with the procurement process for the Contract.

all accounts, books, records, and other documents (on any media or in any format) relating to the Procurement Process and execution of the Contract and to have any such accounts, books, records, and documents audited the Bank and by auditors appointed by the Bank. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial completion of the Contract.

For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

- i. a **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;
- ii. a **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iii. a **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- iv. a **Fraudulent Practice** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. a **Misuse of Bank's Resources or Bank Assets** which means improper use of the Bank's Resources or Bank Assets, committed either knowingly or recklessly;
- vi. an **Obstructive Practice** which means any of (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank's investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information; and
- vii. a **Theft** which means the misappropriation of property belonging to another party.

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign for and on behalf of:	
Date:	

Annex C – Contractor integrity undertaking

To: *[insert the name of Client]*

Subject: *Contract [specify the contract] dated [insert date] between [name Client] and [name Contractor] (the "Contract").*

We, the undersigned *[Name of the Contractor]*, understand that *[Name of the Client]* and the European Bank for Reconstruction and Development (the "EBRD" or the "Bank") have entered into a financing agreement (the "Agreement").

We acknowledge that the Contract is financed by the Bank on the conditions set forth in the Agreement and that the below EBRD policies and document apply with regard to the Contract:

- i. the Procurement Policies and Rules available under this [link](#); and
- ii. the Enforcement Policy and Procedures (the "EPPs"), available under this [link](#).

We declare and covenant that neither we nor anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents, representatives or joint venture, consortium, or association ("JVCA") partners, as well as any subcontractors, suppliers, sub-suppliers, consultants or sub-consultants ("Subcontractors"), where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined in the EPPs) in connection with the Procurement Process or the execution or supply of any works, goods or (consultancy) services for the Contract.

We furthermore acknowledge that the Bank may declare the Contract 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 we have engaged in Prohibited Practice with respect to the procurement, award, or execution of the Contract.

We shall permit, and shall cause our JVCA partners, as well as our directors, employees, agents, Subcontractors and any other third parties engaged or involved for any part of the Contract to permit the Bank and/or persons appointed by them, the right to inspect and copy all accounts, books, records, and other documents (on any media or in any format) relating to the Procurement Process and execution of the Contract and to have any such accounts, books, records, and documents audited the Bank and by auditors appointed by the Bank. We accept to preserve these records generally in accordance with applicable law, but in any case for at least six years from the date of substantial completion of the Contract.

We shall ensure that any Subcontractor involved with the execution of the Contract signs a similar undertaking.

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign for and on behalf of:	
Date:	

Annex D – Contract data form³

General Information	
Contract ID	
Contract title	
Brief description of contract scope	
Estimated contract value at planning stage (<i>in EUR equivalent</i>)	
Contract type	
Procurement procedure applied	
E-procurement platform used (<i>if applicable</i>)	
Were all procurement related conditions as required by the project legal documents signed with EBRD, applied? <i>If not, please explain why.</i>	

Procurement Process Information	
Date of the procurement process notification	
Media/platform, where the notification was published/placed (<i>please include the link, where appropriate</i>)	
Date of receipt of proposals	
Number of proposals received	
Names and nationalities of all participants	
Number of complaints/appeals received	

³ Please provide a completed form in English to the Bank promptly after contract signing.

Any outstanding complaints/appeals on the date of the contract signing?	
Provide an executive summary of the outstanding complaints/appeals and the title of the authority reviewing them	
Did all participants sign the Covenant of Integrity?	
Please state the names of those participants, who did not sign a Covenant of Integrity (<i>if applicable</i>)	
Contract Information	
Name, nationality and full address of the successful participant	
Contract price at award in the contract currency (<i>to be stated</i>)	
Contract price at award in EUR equivalent	
Please state if the contract price includes all taxes and duties, or it excludes any taxes (<i>to be stated</i>)	
Payment Currency	
Payee's bank details: • Payee's bank name • Payee's bank address • Payee's account name • Payee's account number (IBAN) • SWIFT code • Correspondent bank name • Correspondent bank address • Correspondent bank account number • Correspondent bank SWIFT code	
Date of contract signing	
Date of expected contract completion	
Did the successful participant sign the Integrity Undertaking? <i>If not, please explain why.</i> <i>Please provide a copy of the undertaking with the contract</i>	

Information on subcontractors⁴

The successful Participant proposes to engage the following Subcontractors⁵ and/or use supplies from the following manufacturers/vendors:

No	Item	Brief Description	Subcontractors	Country of Registration/ Incorporation ⁶	Country of Origin of Goods/Works/ Services ⁷	Share of Contract Price	Value (EUR equivalent)
1.	<i>[insert title]</i>	<i>[insert a brief description including reference to the Requirements, if required]</i>	<i>[insert the legal name and address]</i>	<i>[insert country of registration/ incorporation]</i>	<i>[insert country of origin]</i>	<i>[insert percentage]</i>	<i>[insert figure]</i>
2.							

⁴ When requested by the Bank, list all Subcontractors, as appropriate, proposed by the Participant, who are selected for Contract award, if the price for their works, services or goods (including Plant and Materials to be used for Works or Services, as appropriate) to be conducted or supplied, exceed (a) 10% of the Contract price at award and (b) EUR 100,00 equivalent.

⁵ In this table, Subcontractor refers to a Participant's contractor, supplier, consultant, service provider, subcontractor, subsupplier, subconsultant.

⁶ In case a Subcontractor is a JVCA, please state the country of registration/incorporation of the Lead Partner of the JVCA.

⁷ When completing this Form, the country of origin is deemed to be:

- for Goods: the country, where the Goods were wholly obtained or underwent substantial transformation into a new product with a distinct name, character, or use.
Please note that the country of origin is not necessarily the country from which the Goods were shipped and supplied. The following basic criteria shall be used to determine the origin of goods:
 - a. **wholly obtained criterion:** for Goods entirely obtained or produced in one country;
 - b. **substantial transformation criterion:** for Goods that involve manufacturing or processing in multiple countries, the origin is assigned to the country where the most significant transformation occurred;
 - c. **value added criterion:** based on the proportion of production value contributed by a specific country.
- for Works: the country, where the Site is located or where the majority of the Works is carried out;
- for Services: the country, where the Service is mainly performed or executed.

Guidance note
Procurement under National Laws

4. Disclosure
5. Effective Date
6. Decision Making
Framework
7. Related Documents

4. Disclosure

This Guidance will be published on the Bank's website.

5. Effective Date

This Guidance is effective from 1 September 2026.

6. Decision Making Framework

Director, Project Procurement Department, is accountable for this Guidance.

Associate Director, Procurement Policy Adviser, Operations, Project Procurement Department, is responsible for this Guidance.

7. Related Documents

1. Bank's Procurement Policies and Rules 1 September 2026;
2. Bank's Environmental and Social Policy 1 January 2025;
3. Bank's Enforcement Policy and Procedures 4 October 2017.

Guidance notes: Procurement Policies and Rules

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