

1 INTRODUCTION

Purpose

1.1 Sumitomo Mitsui Banking Corporation (“**SMBC**”) recognizes the importance of and reaffirms its commitment to fair and transparent procurement processes in all aspects of its operations in performing its duties as an entity accredited (the “**Accredited Entity**”) by the Green Climate Fund (“**GCF**”). The purpose of the guidelines (the “**Guidelines**”) is to define procedures as the Accredited Entity in GCF Projects/Programs and the program that are or to be funded by the GCF (the “**GCF Projects/Programs**”). The Guidelines are made applicable to procurement of goods, works and services for the GCF Projects/Programs by the Accredited Entity, the beneficiary institutions, executing entities or project sponsors (the “**Beneficiary Institutions**”) only, and no party other than the Beneficiary Institutions shall derive any rights therefrom or have any claim to the proceeds of the GCF Projects/Programs.

General Considerations

- 1.2 The responsibility for the implementation of the GCF Projects/Programs rests with the Beneficiary Institutions. SMBC, for its part, as the Accredited Entity, will ensure that the proceeds of GCF’s financing are used with due attention to the following considerations:
- (a) GCF’s interest which helps investment in low-emission and climate-resilient development through mitigation and adaptation projects in developing countries;
 - (b) the need for economy and efficiency in the implementation of the project, including the procurement of the goods and works involved; and
 - (c) the importance of fairness and transparency in the procurement process.
- 1.3 The Beneficiary Institutions shall select the appropriate method for the specific procurement. The specific procurement rules and procedures to be followed in the implementation of the GCF Projects/Programs depend on the circumstances of the particular case. Therefore, SMBC will review whether the method of procurement in the respective GCF Projects/Programs is the appropriate method for the specific procurement in line with the said considerations.
- 1.4 It is recognized that open competition is the basis for efficient procurement. International competitive bidding (“**ICB**”), properly administered, could be the appropriate method. Therefore, if SMBC believes that the ICB is the appropriate procurement, it will require the Beneficiary Institutions to obtain goods and works through the ICB open to eligible suppliers and contractors. Section II of the Guidelines describes the procedures for the ICB.
- 1.5 Section III describes other methods of procurement and the circumstances under which their application would be appropriate. The specific contracts to be financed under the GCF Projects/Programs, and the method of procurement, are specified in the procurement plan as indicated in paragraph 1.14 of the Guidelines.

Applicability of Guidelines

1.6 The Guidelines shall not be interpreted to affect or alter existing internal rules of SMBC and shall only apply to the GCF Projects/Programs in which SMBC is participating as the Accredited Entity.

1.7 The procedures outlined in the Guidelines apply to all contracts for goods and works financed in whole or in part by the GCF in the GCF Projects/Programs. For the procurement of those contracts for goods and works not financed by the GCF in the GCF Project, the Beneficiary Institutions may adopt other procedures.

Eligibility

1.8 In connection with any contract to be financed in whole or in part by the GCF in the GCF Projects/Programs, SMBC does not permit the Beneficiary Institutions to deny the participation of a bidder for reasons unrelated to its capability and resources to successfully perform the contract; nor does it permit the Beneficiary Institutions to disqualify any bidder for such reasons. Consequently, the Beneficiary Institutions should carry out due diligence on the technical and financial qualifications of bidders to be assured of their capabilities in relation to the specific contract.

1.9 As exceptions to the foregoing:

(a) Government-owned enterprises in the Beneficiary Institutions' country may participate as a bidder only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law.

(b) A firm or individual (i) sanctioned by the GCF in accordance with subparagraph (d) of paragraph 1.12 of the Guidelines or (ii) designated by the GCF, shall be ineligible to be suppliers and contractors, during the period of time determined by SMBC.

1.10 The Beneficiary Institutions should follow the procurement procedures, documents, bid evaluations, award recommendations, and contracts to ensure that the procurement process is carried out in accordance with the agreed procedures, to the extent SMBC believes appropriate and in the manner designated by SMBC.

Misprocurement

1.11 SMBC requires that goods, works and services financed by the GCF in the GCF Projects/Programs are procured in accordance with the Guidelines. If procurement is not carried out as agreed between SMBC and the Beneficiary Institutions, SMBC will declare misprocurement, and normally cancel that portion of the financing allocated to the goods, works and services that have been misprocured, or take appropriate actions. In appropriate cases, SMBC may permit rebidding after declaring misprocurement. SMBC may, in addition, exercise other remedies provided for under the agreement between SMBC and the Beneficiary Institutions. Even if a contract is awarded after obtaining a "no objection" from SMBC, SMBC reserves the right to declare misprocurement if it concludes that the "no objection" was issued on the basis of incomplete, inaccurate, or misleading information or the terms and conditions of the contract had been substantially modified without SMBC's approval.

Fraud and Corruption

1.12 SMBC requires the Beneficiary Institutions observe the highest standard of ethics during the procurement and execution of contracts financed by the GCF in the GCF Projects/Programs. In pursuance of this requirement, in the context of the Guidelines, SMBC:

- A) defines the terms set forth below as follows:
- (i) "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "Fraudulent Practice" 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;
 - (iii) "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
 - (v) "conflict of interest" means a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
- B) Will reject a proposal for award if it determines that the bidder recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, coercive, or collusive or coercive practices in competing for the contract in question;
- C) Will cancel the portion of the financing allocated to a contract or take appropriate actions if it determines at any time that representatives of the Beneficiary Institutions engaged in corrupt, fraudulent, coercive, or collusive practices during the procurement or the execution of that contract, without the Beneficiary Institutions having taken timely and appropriate action satisfactory to SMBC to remedy the situation;
- D) Will sanction a firm or an individual, at any time, including declaring ineligible, either indefinitely or for a stated period of time, to participate in the GCF Projects/Programs, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or other prohibited practices; and
- E) will have the right to require that a provision be included in bidding documents and in contracts financed by the GCF in the GCF Projects/Programs, requiring bidders, suppliers and contractors to permit SMBC or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance.

1.13

1. When the contract is to be financed wholly or partly by the GCF in the GCF Projects/Programs, the contract documents shall include an undertaking by the contractor that no fees, gratuities, rebates, gifts, commissions, or other payments, other than those shown in the bid, have been given, received or promised in connection with the procurement process or in contract execution.
2. SMBC will take appropriate actions to manage a conflict of interest or may reject a proposal for award if it determines that a conflict of interest has flawed the integrity of any procurement process.

Procurement Plan

1.14 The Beneficiary Institutions shall prepare and furnish to SMBC for its approval, a procurement plan acceptable to SMBC setting forth: (a) the particular contracts for the goods, works, and/or services required to carry out the project and (b) the proposed methods for procurement of such contracts. The Beneficiary Institutions shall update the procurement plan annually or as needed throughout the duration of the project. The Beneficiary Institutions shall implement the procurement plan in the manner in which it has been approved by SMBC.

2. INTERNATIONAL COMPETITIVE BIDDING

A. General

Type and Size of Contracts

- 2.1 The bidding documents shall clearly state the type of contract to be entered into and contain the proposed contract provisions appropriate therefore.
- 2.2 The size and scope of individual contracts will depend on the magnitude, nature, and location of the project.
- 2.3 For a project requiring similar but separate items of equipment or works, bids may be invited under alternative contract options that would attract the interest of both small and large firms, which could be allowed, at their option, to bid for individual contracts (slices) or for a group of similar contracts (package). All bids and combinations of bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the bid or combination of bids offering the lowest evaluated cost to the Beneficiary Institutions.

Notification

- 2.4 Timely notification of bidding opportunities is essential in competitive bidding. For projects in the GCF Projects/Programs, the Beneficiary Institutions is required to prepare, publish and submit to SMBC a general procurement notice.
- 2.5 Invitations to prequalify or to bid, as the case may be, shall be advertised as specific procurement notices in the appropriate manner.

Prequalification of Bidders

- 2.6 Prequalification may be necessary for large or complex works, or in any other circumstances in which the high costs of preparing detailed bids could discourage competition. This also ensures that invitations to bid are extended only to those who have adequate capabilities and resources. Prequalification shall be based entirely upon the capability and resources of prospective bidders to perform the particular contract satisfactorily, taking into account their (a) experience and past performance on similar contracts, (b) capabilities with respect to construction or manufacturing facilities, and (c) financial position.

B. Bidding Documents

General

- 2.7 It is essential that the bidding documents provide all the information necessary for bidders to

prepare responsive bids. While the detail and complexity of these documents vary depending upon the kind of goods to be procured and the size of the contract, they shall normally include the following: invitation for bids; instructions to bidders; bidding forms; conditions of contract, both general and special; technical specifications; bill of quantities and drawings; schedule of prices; and necessary appendixes, proforma bid securities and performance securities.

Validity of Bids

2.8 Bidders shall be required to submit bids valid for a period specified in the bidding documents.

Language

2.9 Bidding and other relevant documents, including advertisements, shall be prepared in English.

Where more than one language is used, the English version shall prevail.

Clarity of Bidding Documents

2.10 Bidding documents shall be so worded as to permit and encourage international competition and shall set forth clearly and precisely the work to be carried out, the location of the work, the goods to be supplied, the place of delivery or installation, the schedule for delivery or completion, minimum performance requirements, and the warranty and maintenance requirements, as well as any other pertinent terms and conditions. In addition, the bidding documents, where appropriate, shall define the tests, standards, and methods that will be employed to judge the conformity of equipment as delivered, or works as performed, with the specifications. Drawings shall be consistent with the text of the specifications, and an order of precedence between the two shall be specified.

2.11 The bidding documents shall specify any factors, in addition to price, which will be taken into account in evaluating bids, and how such factors will be quantified or otherwise evaluated. If bids based on alternative designs, materials, completion schedules, payment terms, etc., are permitted, conditions for their acceptability and the method of their evaluation shall be expressly stated.

2.12 All prospective bidders shall be provided the same information, and shall be assured of equal opportunities to obtain additional information on a timely basis.

Standards

2.13 Standards and technical specifications quoted in bidding documents shall promote the broadest possible competition, while assuring the critical performance or other requirements for the goods and/or works under procurement.

Pricing

2.14 Bidders for civil works contracts shall be required to quote unit prices or lump sum prices for the performance of the works, and such prices shall include all duties, taxes and other levies.

Price Adjustment

2.15 The bidding documents shall clearly indicate whether price adjustments are allowed in the event changes occur in major cost components of the contract such as labor, equipment, and materials,

over which the contractor has no control.

- 2.16 The amount of price adjustment shall be based on changes in the cost of the major components of the contract. If used, the method of adjustment indicated in the bidding documents shall provide for adjustments calculated using a price adjustment formula or formulae. The comparison of bid prices shall be carried out on the basis of base price only.

Currency Provisions

- 2.17 Bidding documents shall state the currency or currencies in which bidders are to state their prices, the procedure for conversion of prices expressed in different currencies into a single currency for the purpose of comparing bids, and the currencies in which the contract price will be paid.

Currency of Bid

- 2.18 Bidding documents shall state that the bidder may express the bid price in any currency.

Currency Conversion for Bid Comparison

- 2.19 The bid price is the sum of all payments in various currencies required by the bidder. For the purpose of comparing prices, bid prices shall be converted to a single currency selected by the Beneficiary Institutions (local currency or fully convertible foreign currency) and stated in the bidding documents. The Beneficiary Institutions shall make this conversion by using the exchange rate specified in the bidding documents.

Currency of Payment

- 2.20 Payment of the contract price shall be made in the currency or currencies in which the bid price is expressed in the bid of the successful bidder.

Terms and Methods of Payment

- 2.21 Bidding documents shall specify the payment method and terms offered, whether alternative payment methods and terms will be allowed and, if so, how the terms will affect bid evaluation.

Conditions of Contract

- 2.22 The contract documents shall clearly define the scope of work to be performed, the goods to be supplied, the rights and obligations of the Beneficiary Institutions and of the supplier or contractor, and the functions and authority of the engineer, architect, or construction manager, if one is employed by the Beneficiary Institutions, in the supervision and administration of the contract. In addition to the general conditions of contract, any special conditions shall be included. The conditions of contract shall provide a balanced allocation of risks and liabilities.

Applicable Law and Settlement of Disputes

- 2.23 The conditions of contract shall include provisions dealing with the applicable law and the forum for the settlement of disputes (Annex).

C. Bid Opening, Evaluation, and Award of Contract

Time for Preparation of Bids

2.24 The time allowed for the preparation and submission of bids shall be determined with due consideration of the particular circumstances of the project and the magnitude and complexity of the contract. The deadline and place for receipt of bids shall be specified in the invitation for bids and the bidding documents.

Bid Opening Procedures

2.25 The time for the bid opening shall be the same as for the deadline for receipt of bids or promptly thereafter, and shall be announced, together with the place for bid opening, in the invitation to bid. The Beneficiary Institutions shall open all bids at the stipulated time and place. Bids shall be opened in public; bidders or their representatives shall be allowed to be present (in person or online, when electronic bidding is used). The name of the bidder and total amount of each bid, and of any alternative bids if they have been requested or permitted, shall be recorded when opened and a copy of this record shall be promptly sent to SMBC and to all bidders who submitted bids in time.

Clarifications or Alterations of Bids

2.26 Except as otherwise provided in the Guidelines, bidders shall not be requested or permitted to alter their bids after the deadline for receipt of bids. The Beneficiary Institutions shall ask bidders for clarification needed to evaluate their bids but shall not ask or permit bidders to change the substance or price of their bids after the bid opening.

Confidentiality

2.27 After the public opening of bids, information relating to the examination, clarification, and evaluation of bids and recommendations concerning awards shall not be disclosed to bidders or other persons not officially concerned with this process until the publication of contract award.

Examination of Bids

2.28 The Beneficiary Institutions shall ascertain whether the bids (a) meet the eligibility requirements specified in the Guidelines, (b) have been properly signed, (c) are substantially responsive to the bidding documents, and (d) are otherwise generally in order. The bidder shall not be permitted to correct or withdraw material deviations or reservations once bids have been opened.

Evaluation and Comparison of Bids

2.29 The purpose of bid evaluation is to determine the cost to the Beneficiary Institutions of each bid in a manner that permits a comparison on the basis of their evaluated cost.

2.30 Bidding documents shall also specify the relevant factors, in addition to price, to be considered in bid evaluation, and the manner in which they will be applied for the purpose of determining the lowest evaluated bid. For goods and equipment, other factors may be taken into consideration including, inter alia but not limited to, payment schedule, delivery time, operating costs, efficiency and compatibility of the equipment, availability of service and spare parts, and related training, safety, technology and environmental benefits. The factors other than price to be used for

determining the lowest evaluated bid shall, to the extent practicable, be expressed in monetary terms in the evaluation provisions of the bidding documents. Bids shall be compared on the basis of base price without taking into account the provisions for price adjustments. Likewise, customs duties and import taxes on goods to be imported shall be excluded in comparing bids for the supply of goods.

2.31 The Beneficiary Institutions shall prepare a detailed report on the evaluation and comparison of bids setting forth the specific reasons on which the recommendation is based for the award of the contract.

Domestic Preferences

2.32 At the request of the Beneficiary Institutions and under conditions set forth in the bidding documents, a margin of preference may be provided in the evaluation of bids for:

- (a) goods manufactured in the country of the Beneficiary Institutions when comparing bids offering such goods with those offering goods manufactured abroad; and
- (b) other circumstance acceptable to SMBC.

Award of Contract

2.33 The Beneficiary Institutions shall award the contract, within the period of the validity of bids, to the bidder who meets the appropriate standards of capability and resources and whose bid has been determined (i) to be substantially responsive to the bidding documents and (ii) to offer the lowest evaluated cost.

Publication of the Award of Contract

2.34 After receiving SMBC's "no objection" to the recommendation of contract award, the Beneficiary Institutions shall publish in an English language media or well-known and freely accessible website the results identifying the bid and lot numbers, and the following information: (a) name of each bidder who submitted a bid; (b) bid prices as recorded at bid opening; (c) name and evaluated prices of each bid that was evaluated; (d) name of bidders whose bids were rejected and the reasons for their rejection; and (e) name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

Rejection of All Bids

2.35 Bidding documents usually provide that Beneficiary Institutions may reject all bids. Rejection of all bids is justified when there is lack of effective competition, or bids are not substantially responsive or when bid prices are substantially higher than existing budget. If all bids are rejected, the Beneficiary Institutions shall review the causes justifying the rejection and consider making revisions to the conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids.

2.36 When all bids have been rejected, a rebidding may be called

2.37 SMBC's prior approval shall be obtained before rejecting all bids, soliciting new bids, or entering into negotiations with the lowest evaluated bidder.

3. OTHER METHODS OF PROCUREMENT

General

3.1 This Section describes the methods of procurement other than the ICB that can be used where such methods are deemed appropriate. Paragraphs 3.2 to 3.7 describe the generally used methods, but other methods can be used in specific circumstances.

Limited International Bidding

3.2 Limited international bidding (the LIB) is essentially the ICB by direct invitation without open advertisement. It may be an appropriate method of procurement where (a) there is only a limited number of suppliers, (b) the amount of the contract is not large enough to attract foreign suppliers and contractors through ICB, or (c) other reasons acceptable to SMBC may justify departure from full ICB procedures. Under the LIB, the Beneficiary Institutions shall seek bids from a list of potential suppliers broad enough to assure competitive prices. In all respects other than advertisement, the ICB procedures shall apply.

National Competitive Bidding

3.3 National competitive bidding (the NCB) is the competitive bidding procedure normally used for procurement in the country of the Beneficiary Institutions, and may be the appropriate way of procuring goods or works which, by their nature or scope, are unlikely to attract foreign competition. To be acceptable for use in the GCF Projects/Programs, these procedures shall be reviewed and modified as necessary to assure economy, efficiency, transparency, and broad consistency with the provisions included in Section I of the Guidelines. The NCB may be the appropriate method of procurement where foreign bidders are not expected to be interested because (a) the contract values are small, (b) works are scattered geographically or spread over time, (c) works are labor intensive, or (d) the goods or works are available locally at prices below the international market. The NCB procedures may also be used where (a) the advantages of the ICB are clearly outweighed by the administrative or financial burden involved or (b) other circumstances acceptable to SMBC.

3.4 Advertising may be limited to the national press or official gazette, or a free and open access website. Bidding documents may be only in a national language of the Beneficiary Institutions country (or the language used nation-wide in the Beneficiary Institutions country for commercial transactions), and the currency of the country of the Beneficiary Institutions is generally used for the purposes of bidding and payment. In addition, the bidding documents shall provide clear instructions on how bids should be submitted, how prices should be offered, and the place and time for submission of bids. Adequate response time for preparation and submission of bids shall be provided. The procedures shall provide for adequate competition in order to ensure reasonable prices, and methods used in the evaluation of bids and the award of contracts shall be objective and made known to all bidders in the bidding documents and not be applied arbitrarily. The procedures shall also include public opening of bids, publication of results of evaluation and of the award of contract and provisions for bidders to protest. If foreign firms wish to participate under these circumstances, they shall be allowed to do so.

Shopping

3.5 Shopping is a procurement method based on comparing price quotations obtained from several suppliers (in the case of goods) or from several contractors (in the case of civil works), with a minimum of two, to assure competitive prices, and is an appropriate method for procuring readily available off-the-shelf goods or standard specification commodities of small value, or simple civil works of small value. Requests for quotations shall indicate the description and quantity of the goods or specifications of works, as well as desired delivery (or completion) time and place. Quotations may be submitted by letter, facsimile or by electronic means. The evaluation of quotations shall follow the same principles as of open bidding. The terms of the accepted offer shall be incorporated in a purchase order or brief contract.

Direct Contracting

3.6 Direct contracting is contracting without competition (single source) and may be an appropriate method under the following circumstances:

- (a) Additional items are required under an existing contract, which was awarded in accordance with the ICB procedures or other procedures. SMBC shall be satisfied in such cases that no better offer is likely to be received, and that the price to be paid is not more than the original price. Usually, the repeat order shall occur within 18 months or longer period acceptable to SMBC of the original order while the additional quantities shall not exceed 30% or other percentage acceptable to SMBC of the original quantities.
- (b) Standardization of equipment or spare parts, to be compatible with existing equipment, may justify additional purchases from the original supplier. For such purchases to be justified, the original equipment shall be suitable, the number of new items shall generally be less than the existing number, the price shall be reasonable, and the advantages of another make or source of equipment shall have been considered and rejected on grounds acceptable to SMBC.
- (c) The required equipment is proprietary and obtainable only from one source.
- (d) The contractor responsible for a process design requires the purchase of critical items from a particular supplier as a condition of a performance guarantee.
- (e) Where civil works are to be contracted that are a natural extension of an earlier or ongoing job and it can be shown that the engagement of the same contractor will be more economical and will ensure compatibility of results in terms of quality of work.
- (f) In exceptional cases, such as in response to natural disasters.
- (g) In any other circumstances reasonably acceptable to SMBC.

3.7 After the contract signature, the Beneficiary Institutions shall publish in an English language newspaper or in English on a well-known and freely accessible website the name of the contractor, price, duration, and summary scope of the contract. This publication may be done yearly and in the format of a summarized table covering the previous period.

Annex: Dispute Resolution procedures

Before pursuing legal action, persons/entities which participate in the procurement process and are not happy with the outcome of the process (including those not selected as a supplier or contractor) (the Petitioner) may appeal to SMBC's GCF Focal Point (the Dispute Resolution Request).

1. A "dispute" herein means a disagreement between (i) the Beneficiary Institutions or SMBC as the Accredited Entity and (ii) the Petitioner over any claims, disputes or complaints arising out of or relating to any aspect of a solicitation, bid, or failure to conduct a solicitation or bid, any decision to award or any decision to reject a proposal for award in connection with the procurement of those contracts for goods and works financed by the GCF in the GCF Projects/Programs.
2. These Dispute Resolution Procedures apply to and shall constitute the exclusive procedure for resolution of all claims, disputes, complaints and Dispute Resolution Requests of any kind filed by a Petitioner relating in any way to any procurement of those contracts for goods and works financed by the GCF in the GCF Projects/Programs.
3. Filing of a Dispute Resolution Request

- (1) Any Petitioner may file a Dispute Resolution Request seeking a determination with respect to any matter which is included within the scope of these Dispute Resolution Procedures as set forth above.

The Dispute Resolution Request shall be in writing, and shall be filed (i) by email plus (ii) by delivery by certified mail or any other method by which a written business record of delivery is kept, to SMBC's Focal Point at the address listed below. The Dispute Resolution Request shall also be sent to the relevant Beneficiary Institutions in an address designated in the relevant procumbent process.

Mailing address:

Sumitomo Mitsui Banking Corporation

***, Japan

Email address:

- (2) The Dispute Resolution Request shall include the following information:
 - i. The name, address (including email address), and telephone number of the Petitioner;
 - ii. Identification of the Beneficiary Institutions and the solicitation or procurement number that is the subject of the dispute;
 - iii. A statement of the factual grounds supporting the position of the Petitioner;
 - iv. Any other documentation the Petitioner wishes to submit in support of Petitioner's position;
 - v. A statement of the relief requested; and
 - vi. The signature of the Petitioner.
- (3) For a Dispute Resolution Request to be timely filed, the Dispute Resolution Request must be physically received by SMBC's GCF Focal Point with the time period described as below.

4. Time for filing a Dispute Resolution Request

- (1) Written disputes relative to the specifications or the solicitation document shall be filed not later than fifteen (15) business days prior to the closing date for receipt of initial proposals by bidders to the relevant Beneficiary Institutions as designated in the relevant procumbent process.

- (2) Written disputes relative to an amendment to any solicitation that are apparent before the closing date for receipt of proposals by bidders to the relevant Beneficiary Institutions as designated in the relevant procurement process shall be filed within fifteen (15) business days after the amendment is posted by the relevant Beneficiary Institutions.
- (3) Written disputes relative to the award of a contract shall be filed within fifteen (15) business days after receipt of a notice not to award such contract.
- (4) GCF Projects/Programs All other written disputes shall be filed not later than fifteen (15) business days after the Petitioner knows or should have known of the facts giving rise to the action complained of provided that in any case such dispute shall be filed without delay so as not to make an adverse effect on the procurement of goods and works for the GCF Projects/Programs.
- (5) Failure to file a written Dispute Resolution Request in accordance herewith shall bar any further administrative equitable relief.
 - i. If the Dispute Resolution Request is timely filed, the Beneficiary Institutions may, subject to the approval of the Accredited Entity, award and enter into such contract only if a written determination that the award of such contract without delay is necessary to protect substantial interests of the GCF Projects/Programs.

5. Notice of Filing of a Dispute Resolution Request

- (1) Material submitted by a Petitioner shall not be withheld from any interested party except to the extent required by law.
- (2) If the Petitioner believes the Dispute Resolution Request contains material that should be withheld, a statement advising SMBC's GCF Focal Point of this fact shall accompany the Dispute Resolution Request submission.

6. Decision by SMBC

SMBC shall have the exclusive authority to decide all Dispute Resolution Requests. At the request of SMBC's GCF Focal Point, each of the Petitioner and the Beneficiary Institutions shall explain its positions in detail and submit any documentation in support thereof. SMBC's GCF Focal Point will issue a decision without delay after receipt of the relevant Dispute Resolution Requests and provide it to the relevant Petitioner and the Beneficiary Institutions.

7. Exclusive administrative remedy

These Dispute Resolution Procedures provide the exclusive administrative procedure for asserting a claim against the Beneficiary Institutions and the Accredited Entity arising out of any matter which is within the scope of these Dispute Resolution Procedures. Neither a Petitioner, nor any other interested party, has a right to any administrative remedy against the Beneficiary Institutions and the Accredited Entity, except in accordance with the procedures set forth in these Dispute Resolution Procedures.