

ANNEX XIV

REFERRED TO IN CHAPTER 6

STANDARDS FOR PROCUREMENT SYSTEMS

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Article 1

Definitions

For purposes of Chapter 6, Annex XV and this Annex:

- (a) “construction services” means the realisation by whatever means of civil or building works, based on Division 51 of the Provisional U.N. Central Product Classification (CPC) and Division 45 of the Common Procurement Vocabulary (CPV), as listed in individual country commitments in Annex XV;
- (b) “days” means calendar days;
- (c) “electronic auction” means an iterative process that involves the use of electronic means for the presentation by suppliers of either new prices, or new values for quantifiable non-price elements of the tender related to the evaluation criteria, or both, resulting in a ranking or re-ranking of tenders;
- (d) “in writing or written” means any worded or numbered expression that can be read, reproduced, and later communicated. It may include electronically transmitted and stored information;
- (e) “limited tendering” means a procurement method where the procuring entity contacts a supplier or suppliers of its choice;
- (f) “measure” means any law, regulation, procedure, administrative guidance or practice, or any action of a procuring entity linked to a covered procurement, as specified in Article 6.2 in Chapter 6 and Article 2 of this Annex;
- (g) “multi-use list” means a list of qualified suppliers that the procuring entity intends to use more than once;
- (h) “notice of intended procurement” means a notice published by a procuring entity inviting interested suppliers to submit a request for participation, a tender, or both;
- (i) “notice of planned procurement” means a notice published by a procuring entity regarding its future procurement plans;
- (j) “offsets” means any condition or undertaking that encourages local development or improves a Party’s balance-of-payments accounts, such as the use of domestic content, the licensing of technology, investment, counter-trade, and similar actions or requirements;
- (k) “open tendering” means a procurement method where all interested suppliers may submit a tender;

- (l) “person” means a natural person or a juridical person;
- (m) “procuring entity” or “entity” means an entity covered under Annex XV of each Party;
- (n) “public works concessions” means a contract of the same type as construction services contracts, except for the fact that the remuneration for the works to be carried out consists either solely in the right to exploit the construction or in this right together with a payment;
- (o) “qualified supplier” means a supplier that a procuring entity recognises as having satisfied the conditions for participation;
- (p) “selective tendering” means a procurement method where only suppliers satisfying the conditions for participation are invited by the procuring entity to submit a tender;
- (q) “services” includes construction services, unless otherwise specified;
- (r) “supplier” means a person or group of persons that provides or could provide goods or services;
- (s) “technical specification” means a tendering requirement that:
 - (i) lays down the characteristics of goods or services to be procured, including quality, performance, safety, and dimensions, or the processes and methods for their production or provision; or
 - (ii) addresses terminology, symbols, packaging, marking, or labelling requirements, as they apply to a good or service.

Article 2

Coverage

1. With reference to Article 6.2 of Chapter 6, Annex XV and this Annex, apply to any measure of a Party regarding covered procurement

- (a) as specified in each Party’s Appendices to Annex XV;
- (b) by any contractual means, including purchase, lease, rental or hire purchase, with or without an option to buy;
- (c) for which the value, as estimated in accordance with paragraph 3, equals or exceeds the relevant threshold specified in Appendices 1 to 3 to Annex XV;
- (d) that is conducted by a procuring entity; and

- (e) that is not otherwise excluded from coverage in paragraph 2.
2. Chapter 6, Annex XV and this Annex, do not apply to:
- (a) procurement of goods, services, or any combination thereof with a view to commercial sale or resale, or for use in the production or supply of goods or services for commercial sale or resale;
 - (b) the acquisition or rental of land, existing buildings, or other immovable property or the rights thereon;
 - (c) non-contractual agreements or any form of assistance that a Party provides, including cooperative agreements, grants, loans, equity infusions, guarantees, and fiscal incentives;
 - (d) the procurement or acquisition of fiscal agency or depository services, liquidation and management services for regulated financial institutions, or services related to the sale, redemption and distribution of public debt, including loans and government bonds, notes and other securities;
 - (e) public employment contracts;
 - (f) procurement conducted:
 - (i) for the specific purpose of providing international assistance, including development aid;
 - (ii) under the particular procedure or condition of an international agreement relating to the stationing of troops or relating to the joint implementation by the signatory countries of a project; or
 - (iii) under the particular procedure or condition of an international organisation, or funded by international grants, loans, or other assistance where the applicable procedure or condition would be inconsistent with Chapter 6 and this Annex.
3. In estimating the value of a procurement for the purpose of ascertaining whether it is a covered procurement, a procuring entity shall apply rules as specified in Appendix 10 to Annex XV.

Article 3

Publication of Notices

1. For each covered procurement, a procuring entity shall publish a notice inviting suppliers to submit tenders, or where appropriate, applications for participation for that procurement (hereinafter referred to as “the notice of intended procurement”), except in the circumstances referred to in Article 13. The notice of intended procurement shall be published in the electronic and/or paper media listed in Appendix 8 to Annex XV. Each

such notice of intended procurement shall remain accessible, at least, until expiration of the time period indicated therein.

2. Except as otherwise provided in Chapter 6 and this Annex, each notice of intended procurement shall include:

- (a) the name and address of the procuring entity and other information necessary to contact the procuring entity and obtain all relevant documents relating to the procurement, including terms of obtaining tender documentation and their cost and terms of payment, if any;
- (b) a description of the procurement, including the nature, e.g. by reference to the relevant HS tariff line, or CPC or CPV number, and the quantity of the goods or services to be procured or, where the quantity is not known, the estimated quantity;
- (c) for recurring contracts, if possible, an estimate of the timing of subsequent notices of intended procurement;
- (d) where applicable, a description of options;
- (e) the time-frame for delivery of goods or services or the duration of the contract;
- (f) the procurement method that will be used and whether it will involve negotiation or electronic auction;
- (g) where applicable, the address and any final date for the submission of requests for participation in the procurement;
- (h) the address and the final date for the submission of tenders;
- (i) the language or languages in which tenders or requests for participation must be submitted, if other than an official language of the Party of the procuring entity;
- (j) a list and brief description of any conditions for participation of suppliers, including any requirements for specific documents or certifications to be provided by suppliers in connection therewith, unless such requirements are included in tender documentation that is made available to all interested suppliers at the same time as the notice of intended procurement;
- (k) where a procuring entity intends to select a limited number of qualified suppliers to be invited to tender, the criteria that will be used to select them and, where applicable, any limitation on the number of suppliers that will be permitted to tender; and
- (l) an indication that the procurement is covered by Chapter 6.

3. Procuring entities shall publish the notices of intended procurement in a timely manner through means which offer the widest possible and non-discriminatory access to the interested suppliers of the Parties. At least one of these means shall be accessible free of charge through a single point of access specified in Appendix 8 to Annex XV. If a notice of intended procurement is not available in English, a procuring entity shall publish a summary notice that is readily accessible, at the same time as the publication of the notice of intended procurement, in an official WTO language.

4. Each Party shall encourage its procuring entities to publish in the appropriate paper or electronic medium listed in Appendix 8 to Annex XV, as early as possible in the fiscal year, a notice regarding the entities' future procurement plans. Each notice of planned procurement should include the subject matter of the procurement and the planned date of the publication of the notice of intended procurement.

5. A procuring entity covered under Appendix 2 or 3 of Annex XV may use a notice of planned procurement as a notice of intended procurement provided that the notice of planned procurement includes as much of the information referred to in paragraph 2 as is available to the entity and a statement that interested suppliers should express their interest in the procurement to the procuring entity.

Article 4

Conditions for Participation

1. In assessing whether a supplier satisfies the conditions for participation, a Party shall ensure that its procuring entities:

- (a) shall limit any conditions for participation in a procurement to those that are essential to ensure that a supplier has the legal and financial capacities and the commercial and technical abilities to undertake the relevant procurement;
- (b) shall base its determination solely on the conditions that the procuring entity has specified in advance in notices or tender documentation;
- (c) may not impose the condition that, in order for a supplier to participate in a procurement, the supplier has previously been awarded one or more contracts by a procuring entity of the given Party; and
- (d) may require relevant prior experience where essential to meet the requirements of the procurement.

2. Where there is supporting evidence, procuring entities may exclude a supplier on grounds such as:

- (a) bankruptcy;
- (b) false declarations;

- (c) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- (d) final judgments in respect of serious crimes or other serious offences;
- (e) professional misconduct or acts or omissions that adversely reflect upon the commercial integrity of the supplier; or
- (f) failure to pay taxes.

Article 5

Registration Systems

1. Procuring entities may maintain a supplier registration system under which interested suppliers are required to register and provide certain information.
2. Procuring entities shall not adopt or apply any registration system or qualification procedure with the purpose or the effect of creating unnecessary obstacles to the participation of suppliers of any other Party in its procurement.
3. Procuring entities shall promptly communicate to any supplier that has applied for qualification or inclusion on a multi-use list its decision with respect to the request or application. Where an entity rejects an application for qualification or inclusion on a multi-use list or ceases to recognise a supplier as qualified, that entity shall, on request of the supplier, promptly provide the supplier with a written explanation of the reasons for its decision.

Article 6

Multi-Use Lists

1. A procuring entity may establish or maintain a list of qualified suppliers that the procuring entity intends to use more than once, provided that a notice inviting interested suppliers to apply for inclusion in the list is:
 - (a) published annually in the appropriate medium listed in Appendix 8 to Annex XV; and
 - (b) where published by electronic means, made available continuously in the electronic medium listed in Appendix 8 to Annex XV.
2. The notice provided for in paragraph 1 shall include:
 - (a) a description of the goods or services, or categories thereof, for which the multi-use list may be used;

- (b) the conditions for participation to be satisfied by suppliers and the methods that the procuring entity will use to verify a supplier's satisfaction of the conditions;
- (c) the name and address of the procuring entity and other information necessary to contact the entity and obtain all relevant documents relating to the list;
- (d) the period of validity of the list and the means for its renewal or termination, or where the period of validity is not provided, an indication of the method by which notice will be given of the termination of use of the list; and
- (e) an indication that the list may be used for procurement covered by Chapter 6.

3. A procuring entity shall allow suppliers to apply at any time for inclusion in its multi-use list and shall include in that list all qualified suppliers within a reasonably short time.

Article 7

Tender Documentation

1. A procuring entity shall provide to suppliers tender documentation that includes all information necessary to permit suppliers to prepare and submit responsive tenders. Unless already provided for in the notice of intended procurement pursuant to Article 3, such documentation shall include:

- (a) a description of the procurement, including the nature, e.g. by reference to the relevant HS tariff line, or CPC or CPV number, and the quantity of the goods or services to be procured or, where the quantity is not known, the estimated quantity and any requirements to be fulfilled, including any technical specifications, conformity assessment certification, plans, drawings, or instructional materials;
- (b) any conditions and criteria for the participation of suppliers, including a list of information and documents that suppliers are required to submit in connection therewith;
- (c) all evaluation criteria to be considered in the awarding of the contract, and, except where price is the sole criterion, the relative importance of such criteria;
- (d) where the procuring entity will conduct the procurement by electronic means, a description of any authentication and encryption requirements or other requirements related to the receipt of information by electronic means;

- (e) where the procuring entity will hold an electronic auction, the rules, including identification of the elements of the tender related to the evaluation criteria, on which the auction will be conducted;
- (f) where there will be a public opening of tenders, the date, time, and place for the opening and, where appropriate, the persons authorised to be present;
- (g) any other terms, conditions or additional information, including terms of payment and any limitation on the means by which tenders may be submitted, e.g. paper or electronic means; and
- (h) any dates for the delivery of goods or the supply of services.

2. Where procuring entities do not offer free direct access to the entire tender documents and any supporting documents by electronic means, entities shall make promptly available the tender documentation at the request of any interested supplier of the Parties. The procuring entities shall also promptly reply to any reasonable request for relevant information by any interested or participating supplier, provided that such information does not give that supplier an advantage over other suppliers.

Article 8

Technical Specifications

1. A procuring entity shall not prepare, adopt, or apply any technical specification or prescribe any conformity assessment procedure with the purpose or the effect of creating unnecessary obstacles to international trade among the Parties.

2. In prescribing the technical specifications for the goods or services being procured, a procuring entity shall, where appropriate:

- (a) specify the technical specification in terms of performance and functional requirements, rather than design or descriptive characteristics; and
- (b) base the technical specification on international standards, where such exist or otherwise, on national technical regulations, recognised national standards or building codes.

3. Where design or descriptive characteristics are used in the technical specifications, a procuring entity should indicate, where appropriate, that it will consider tenders of equivalent goods or services that demonstrably fulfil the requirements of the procurement by including words such as “or equivalent” in the tender documentation.

4. A procuring entity may not prescribe any technical specifications that require or refer to a particular trademark or trade name, patent, copyright, design or type, specific origin, producer, or supplier, unless there is no other sufficiently precise or intelligible

way of describing the procurement requirements and provided that, in such cases, words such as “or equivalent” are also included in the tender documentation.

5. A procuring entity shall not seek or accept, in a manner that would have the effect of precluding competition, advice that may be used in the preparation or adoption of any technical specification for a specific procurement from a person that may have a commercial interest in the procurement.

6. For greater certainty, a Party understands that a Party shall ensure that its procuring entities may, in accordance with this Article, prepare, adopt, or apply technical specifications to promote the conservation of natural resources or protect the environment.

Article 9

Modifications of the Tender Documentation and Technical Specifications

Procuring entities shall not, in a manner that circumvents the obligations of Chapter 6 and this Annex, modify the criteria or technical requirements set out in a notice or tender documentation provided to participating suppliers or amend or reissue a notice or tender documentation.

Article 10

Time Limits

A procuring entity shall provide suppliers sufficient time to submit applications to participate in a procurement and prepare and submit responsive tenders, taking into account in particular the nature and complexity of the procurement. Each Party shall apply time limits according to the conditions specified in Appendix 9 to Annex XV. Such time-periods, including any extension of the time-periods, shall be the same for all interested or participating suppliers.

Article 11

Tendering Procedures

Procuring entities shall award their public contracts by open, selective or limited tendering procedures according to their national legislation in compliance with Chapter 6 and this Annex and in a non-discriminatory manner.

Article 12

Selective Tendering

1. Where a procuring entity intends to use selective tendering, the entity shall:
 - (a) include in the notice of intended procurement at least the information specified in subparagraphs 2 (a), (b), (f), (g), (j), (k) and (l) of Article 3 and invite suppliers to submit a request for participation; and
 - (b) provide, by the commencement of the time-period for tendering, at least the information set out in subparagraphs 2 (c), (d), (e), (h) and (i) of Article 3.
2. A procuring entity shall recognise as qualified suppliers such domestic suppliers and suppliers of any other Party that meet the conditions for participation in a particular procurement, unless the procuring entity states in the notice of intended procurement or, where publicly available, in the tender documentation, any limitation on the number of suppliers that will be permitted to tender and the criteria for selecting the limited number of suppliers.
3. Where the tender documentation is not made publicly available from the date of publication of the notice referred to in paragraph 1, procuring entities shall ensure that those documents are made available at the same time to all selected qualified suppliers.

Article 13

Limited Tendering

1. Provided that it does not use this provision for the purpose of avoiding competition among suppliers or in a manner that discriminates against suppliers of any other Party or protects domestic suppliers, a procuring entity may use limited tendering and may choose not to apply Articles 3, 4, 5, 6, 7, 10, 14, 15, 16 and 17 only under the following circumstances:
 - (a) provided that the requirements of the tender documentation are not substantially modified where:
 - (i) no tenders were submitted, or no supplier requested participation;
 - (ii) no tenders that conform to the essential requirements of the tender documentation were submitted;
 - (iii) no suppliers satisfied the conditions for participation; or
 - (iv) the tenders submitted have been collusive;

- (b) where the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:
 - (i) the requirement is for a work of art;
 - (ii) the protection of patents, copyright or other exclusive rights; or
 - (iii) due to an absence of competition for technical reasons;
- (c) for additional deliveries by the original supplier of goods and services that were not included in the initial procurement where:
 - (i) a change of supplier for such additional goods and services can not be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services, or installations procured under the initial procurement; and
 - (ii) such separation would cause significant inconvenience or substantial duplication of costs to the procuring entity;
- (d) insofar as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the goods or services could not be obtained in time using an open or selective tendering procedure;
- (e) for goods purchased on a commodity market;
- (f) where a procuring entity procures prototypes or a first good or service which are developed at its request in the course of, and for, a particular contract for research, experiment, study or original development. Original development of a first good or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs;
- (g) for purchases made under exceptionally advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, receivership, public auction or bankruptcy, but not for routine purchases from regular suppliers; and
- (h) where a contract is awarded to a winner of a design contest provided that:
 - (i) the contest has been organised in a manner that is consistent with the principles of Chapter 6 and this Annex, in particular relating to the publication of a notice of intended procurement pursuant to Article 3; and

- (ii) the participants are judged by an independent jury with a view to a design contract being awarded to a winner.

2. A procuring entity shall prepare a report in writing on each contract awarded under paragraph 1. The report shall include the name of the procuring entity, the value and kind of goods or services procured, and a statement indicating the circumstances and conditions described in paragraph 1 that justified the use of limited tendering.

Article 14

Electronic Auctions

1. A Party may provide that procuring entities may use electronic auctions.
2. Where a procuring entity intends to conduct a covered procurement using an electronic auction, the entity shall provide each participant, before commencing the electronic auction, with:
 - (a) the automatic evaluation method, including the mathematical formula, that is based on the evaluation criteria set out in the tender documentation and that will be used in the automatic ranking or re-ranking during the auction;
 - (b) the results of any initial evaluation of the elements of its tender where the contract is to be awarded on the basis of the most advantageous tender; and
 - (c) any other relevant information relating to the conduct of the auction.

Article 15

Negotiations

1. A Party may provide for its entities to conduct negotiations:
 - (a) in the context of procurements in which they have indicated such intent in the notice of intended procurement pursuant to Article 3; or
 - (b) where it appears from the evaluation that no one tender is obviously the most advantageous in terms of the specific evaluation criteria set out in the notice or tender documentation.
2. In case of negotiations, an entity shall:
 - (a) ensure that any elimination of suppliers participating in negotiations is carried out in accordance with the evaluation criteria set out in the notice or tender documentation; and

- (b) where negotiations are concluded, provide a common deadline for the remaining participating suppliers to submit any new or revised tenders.

Article 16

Treatment of Tenders

1. A procuring entity shall receive and open all tenders under procedures that guarantee the fairness and impartiality of the procurement process and the confidentiality of tenders.
2. A procuring entity shall not reject any supplier whose tender is received after the time specified for receiving tenders if the delay is due solely to mishandling on the part of the procuring entity.
3. Where a procuring entity provides suppliers with an opportunity to correct unintentional errors of form, which would not change the substance of the tender, between the opening of tenders and the awarding of the contract, the entity shall provide the same opportunity to all participating suppliers.

Article 17

Contract Awards

1. To be considered for award, a tender must be in writing and must, at the time of opening, comply with the essential requirements of the notices and tender documentation and be from a supplier that satisfies the conditions for participation.
2. Unless a procuring entity determines that it is not in the public interest to award a contract, it shall award the contract to the supplier that the entity has determined to be fully capable of undertaking the contract and, based solely on the evaluation criteria specified in the notices and tender documentation, has submitted:
 - (a) the most advantageous tender; or
 - (b) where price is the sole criterion, the lowest price.
3. Where a procuring entity receives a tender with a price that is abnormally lower than the prices in other tenders submitted, it may verify with the supplier that it can comply with the conditions of participation and is capable of fulfilling the terms of the contract.
4. A procuring entity shall not use option clauses, cancel a procurement, or modify awarded contracts in a manner that circumvents the obligations of Chapter 6 and this Annex.

Article 18

Transparency of Procurement Information

1. A procuring entity shall promptly inform suppliers that have submitted tenders of its contract award decisions and, on request, shall do so in writing. Subject to Article 19, a procuring entity shall, on request, provide an unsuccessful supplier with an explanation of the reasons why the entity did not select its tender and the relative advantages of the successful supplier's tender.

2. No later than 72 days after an award, a procuring entity shall publish in a paper and/or electronic medium listed in Appendix 8 to Annex XV, a notice that includes at least the following information about the contract:

- (a) a description of the goods or services procured;
- (b) the name and address of the procuring entity;
- (c) the name and address of the successful supplier;
- (d) the value of the successful tender or the highest and lowest offers taken into account in the award of the contract;
- (e) the date of award; and
- (f) the type of procurement method used, and in cases where limited tendering was used pursuant to Article 13, a description of the circumstances justifying the use of limited tendering.

Where the entity publishes the notice only in an electronic medium, the information shall remain readily accessible for a reasonable period of time.

3. A procuring entity shall maintain reports and records, such as relevant documents, of tendering procedures relating to covered procurement, including the reports provided for in Article 13, and shall retain such reports and records for a period of at least three years from the award of the contract. A procuring entity shall also maintain data that ensure the appropriate traceability of the conduct of covered procurement by electronic means.

Article 19

Disclosure of Information

1. Upon request of any other Party, a Party shall provide promptly any information necessary to determine whether a procurement was conducted fairly, impartially and in accordance with Chapter 6 and this Annex. The information shall include information on the characteristics and relative advantages of the successful tender.

2. In cases where release of the information would prejudice competition in future tenders, the Party that receives the information shall not disclose it to any supplier, except after consulting with, and obtaining the agreement of, the Party that provided the information.
3. Notwithstanding any other provision of Chapter 6 and this Annex, a Party shall ensure that its procuring entities may not provide information to a particular supplier that might prejudice fair competition between suppliers.
4. Nothing in Chapter 6 or this Annex shall be construed to require a Party, including its procuring entities, authorities, and review bodies, to release confidential information under the Agreement where release:
 - (a) would impede law enforcement;
 - (b) might prejudice fair competition between suppliers;
 - (c) would prejudice the legitimate commercial interests of particular persons, including the protection of intellectual property; or
 - (d) would otherwise be contrary to the public interest.

Article 20

Domestic Review Procedures for Supplier Challenges

1. In the event of a complaint by a supplier of a Party regarding an alleged breach of Chapter 6 and this Annex in the context of covered procurement, each Party shall encourage suppliers to seek clarification from the procuring entities through consultations with a view to facilitating the resolution of any such complaints.
2. Each Party shall provide a system for a timely, effective, transparent and non-discriminatory administrative or judicial review according to the due process principle through which a supplier may challenge alleged breaches of Chapter 6 or this Annex arising in the context of covered procurements in which the supplier has, or has had, an interest. The procedural rules for all challenges shall be in writing and shall be made generally available.
3. Each supplier shall be allowed a sufficient period of time to prepare and submit a challenge, which in no case shall be less than ten days from the time when the basis of the challenge became known or reasonably should have become known to the supplier.
4. Each Party shall establish or designate at least one impartial administrative or judicial authority that is independent of its procuring entities to receive and review a challenge by a supplier arising in the context of a covered procurement.

5. Where a body other than an authority referred to in paragraph 4 initially reviews a challenge, the Party shall ensure that the supplier may appeal the initial decision to an impartial administrative or judicial authority that is independent of the procuring entity whose procurement is the subject of the challenge.

6. A review body that is not a court shall either be subject to judicial review or have procedures that provide that:

- (a) the procuring entity shall respond in writing to the challenge and disclose all relevant documents to the review body;
- (b) the participants to the proceedings (hereinafter referred to as “participants”) shall have the right to be heard prior to a decision of the review body being made on the challenge;
- (c) the participants shall have the right to be represented and accompanied;
- (d) the participants shall have access to all proceedings;
- (e) the participants shall have the right to request that the proceedings take place in public and that witnesses may be presented; and
- (f) decisions or recommendations relating to supplier challenges shall be provided, in a timely fashion, in writing, with an explanation of the basis for each decision or recommendation.

7. Each Party shall adopt or maintain procedures that provide for:

- (a) rapid interim measures to preserve the supplier’s opportunity to participate in the procurement. Such interim measures may result in suspension of the procurement process. The procedures may provide that overriding adverse consequences for the interests concerned, including the public interest, may be taken into account when deciding whether such measures should be applied. Just cause for not acting shall be provided in writing; and
 - (b) where a review body has determined that there has been a breach of Chapter 6 or this Annex or, where the supplier does not have a right to challenge directly a breach of Chapter 6 or this Annex under the domestic law of a Party, a failure by a procuring entity to comply with a Party’s measures implementing Chapter 6 or this Annex, corrective action or compensation for the loss or damages suffered, which may be limited to either the costs for the preparation of the tender or the costs relating to the challenge, or both.
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