

# GENERAL AGREEMENT ON TARIFFS AND TRADE

RESTRICTED

MTN/NTM/W/153

8 May 1978

Limited Distribution

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Multilateral Trade Negotiations

Original: English

Group "Non-Tariff Measures"

Sub-Group "Government Procurement"

## DRAFT INTEGRATED TEXT FOR NEGOTIATION ON GOVERNMENT PROCUREMENT

### Communication from Japan

In drawing attention to the cover note<sup>1</sup> to document MTN/NTM/W/133/Rev.1, the delegation of Japan has requested that, subsequent to the understanding contained therein, the attached draft suggestion relating to Part V of the integrated text be circulated to delegations for their consideration. It is the hope of the delegation of Japan that such a draft contribution will help clarify its position and thereby assist the work of the Sub-Group. The contribution is without prejudice to the final position of the delegation of Japan in the negotiations or to the possibility of submitting additional comments as the negotiations proceed.

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<sup>1</sup>This states, inter alia, "that the availability of such draft provisions (on government procurement) would not prejudice the negotiating position of any delegation in any area of the negotiations on government procurement nor would it prejudice the possibility of submitting additional proposals as the negotiations proceed".

PART V

Information

1. Any law, regulation, judicial decision, administrative ruling of general application, and any procedure including standard contract clauses regarding government procurement covered by this Agreement, shall be published promptly by the signatories in the appropriate publications listed in Annex .... and in such a manner as to enable other signatories and suppliers to become acquainted with them. Signatories shall be prepared, upon request, to explain to any signatory their government procurement procedures. Entities shall be prepared, upon request, to explain to any supplier from other signatories their procurement practices and procedures.
2. Entities shall, upon request by any supplier, promptly provide him with pertinent information as they deem possible to disclose concerning the reasons why his application to qualify for the suppliers list was rejected, or why he was not invited or admitted to tender.
3. Information that a contract has been awarded shall be made known promptly and in no case later than X days to the unsuccessful tenderers by the entity concerned.
4. Upon request by an unsuccessful tenderer the entity concerned shall promptly provide him with such pertinent information as they deem possible to disclose the name of the winning tenderer and the contract price and other pertinent information concerning the reasons why his tender was not selected, including information on the characteristics and the relative advantages of the tender selected.
5. Signatories may designate contact points within entities which, if an unsuccessful tenderer believes the explanation for rejection of his tender is unsatisfactory or if he has further questions about the award of contract, he shall be afforded an opportunity to question and from which he shall receive additional information and explanation regarding the rejection of his tender as the agency deems feasible to disclose.7
6. If an unsuccessful tenderer is dissatisfied with the explanation for rejection of a tender or the information provided by the entity, the tenderer may request assistance of its signatory. The signatory may then, without prejudice to paragraph B.1 of Part VII, request consultation with the signatory of the procurement entity to seek such additional information on the contract award. Signatories shall accord sympathetic consideration to such a request and promptly supply all appropriate information pertinent to the case including name of winner and winning contract amount.7

7. Commercially confidential information provided to a consulting signatory shall not be revealed without formal authorization from the signatory providing the information.

8. Signatories shall collect and provide the Committee on Government Procurement on an annual basis with statistics on their purchases. Such report shall contain, following the format outlined in Annex   , such statistics as total number and value of contracts above the threshold value defined in Article 1(b) of Part I and covered by this Agreement, broken down by product, purchasing entity, country of origin and types of tendering procedures.