

The Procurement Guidelines of  
Japanese grant assistance for the food aid project  
(KR)

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## Table of Contents

<b>PART I Basic Principles</b> .....	4
<b>I-I Introduction</b> .....	4
<b>I-II Parties Concerned</b> .....	4
<b>I-III Safety Considerations</b> .....	5
<b>PART II Guidelines for the Use of the Agent</b> .....	5
<b>II-I General</b> .....	5
II-I-1 Role of the Agent .....	5
II-I-2 Agent Agreement.....	5
II-I-3 Services of the Agent.....	6
<b>II-II Approval of the Agent Agreement</b> .....	6
II-II-1 General .....	6
II-II-2 Reference to the E/N.....	6
II-II-3 Scope of the Services.....	6
II-II-4 Completion of the Services.....	6
II-II-5 Agent’s Fees.....	6
II-II-6 Approval of the Agent Agreement .....	6
II-II-7 Payment Methods .....	7
II-II-8 Force Majeure .....	7
II-II-9 Responsibilities and Obligations of the Recipient.....	7
II-II-10 Amendment to the Agent Agreement.....	7
<b>PART III Guidelines for the Procurement of the Products and the Services by the Agent</b> .....	7
<b>III-I General</b> .....	7
<b>III-I-1 Products and Services Eligible for Procurement</b> .....	7
III-I-2 Supplier .....	8
III-I-3 Misprocurement .....	8
<b>III-II Procurement Procedures</b> .....	9
III-II-1 Transfer of the fund .....	9
III-II-2 Method of Procurement.....	9
(1) Competitive Tendering .....	9
(2) Other Procurement Methods .....	9
III-II-3 Size of Tender Lot.....	9
III-II-4 Tender Conditions .....	10
III-II-5 Public Announcement .....	10

III-II-6 Language.....	10
<b>III-III Tender Documents</b> .....	10
III-III-1 General .....	10
III-III-2 Contents of the Tender Documents .....	11
III-III-3 Major Items Related to the Instruction to Tenderers .....	12
III-III-4 Procurement Conditions.....	12
(2) Impartiality of the Procurement Condition .....	12
III-III-5 Forms of Tender .....	12
III-III-6 Draft of the Contract .....	12
<b>III-IV Implementation of Tender</b> .....	13
III-IV-1 Preparatory Period for the Tender.....	13
III-IV-2 Guarantee for the Tender .....	13
III-IV-3 Questions and Answers regarding the Tender Documents.....	13
III-IV-4 Correction and Alteration of the Tender Documents .....	13
III-IV-5 Pre-qualification Examination of Tenderers.....	13
III-IV-6 Tender Procedures .....	14
III-IV-7 Supplementary Explanation and Modifications of the Tender during Tender Evaluation.....	14
III-IV-8 Confidentiality of Tender Process .....	14
III-IV-9 Examination of Tenders.....	15
III-IV-10 Tender Evaluation .....	15
III-IV-11 Tender Evaluation Report.....	16
III-IV-12 Notification of the Results.....	16
III-IV-13 Rejection of Tenders and Re-tender.....	16
<b>III-V Conclusion of the Contract</b> .....	16
<b>III-V-1 General</b> .....	16
III-V-2 Reference to the E/N.....	17
III-V-3 Contents of the Products.....	17
III-V-4 Contract Price .....	17
III-V-5 Terms of Payment.....	17
III-V-6 Performance Guarantee .....	17
III-V-7 Non-performance of the Contract .....	17
III-V-8 Force Majeure .....	18
III-V-9 Consultation and Resolution Procedures.....	18
III-V-10 Disputes and Arbitration Procedures .....	18
III-V-11 Modifications Procedure.....	18

III-V-12 Responsibilities and Obligations of Each Party .....18  
III-V-13 Applicable Law.....18  
III-V-14 Effectuation, Amendment, and Announcement of the Results of the Contract.18

## **PART I Basic Principles**

### **I-I Introduction**

- I-I-1** These Guidelines set forth the general rules to be followed by the Government of the recipient country (hereinafter referred to as “the Recipient”) in using Japanese Grant (hereinafter referred to as “the Grant”) for the procurement of the products and services (hereinafter respectively referred to as “the Products” and “the Services”) necessary for the implementation of the Japanese grant assistance for the food aid project (KR) (hereinafter referred to as “the Project”) which is agreed upon in the Exchange of Notes (hereinafter referred to as “the E/N”) between the Government of Japan and the Recipient. These Guidelines (hereinafter referred to as “the Guidelines”) are applicable to the Project.
- I-I-2** The application of the Guidelines to a particular project funded by the Grant will be stipulated in the Agreed Minutes on Procedural Details (hereinafter referred to as “the A/M”) of the E/N between the Government of Japan and the Recipient.
- I-I-3** The rights and obligations of the Recipient, the procurement agent (hereinafter referred to as “the Agent”) and the supplier(s) of the Products and the Services for the Project (hereinafter referred to as “the Supplier”) are governed by the employment contract (hereinafter referred to as “the Agent Agreement”) concluded between the Recipient and the Agent which is defined in the A/M by the tender documents, and by the contracts concluded between the Agent and the Supplier (hereinafter referred to as “the Contract”), and not by the Guidelines.

### **I-II Parties Concerned**

In the Guidelines, the grant assistance means a set of arrangements where, based on the E/N between the Government of Japan and the Recipient, the Government of Japan provides to the Recipient the Grant to be expended for procuring the Products and the Services necessary for the implementation of the Project, whereas the Recipient implements the Project using the Grant. The roles of the concerned parties, including the Government of Japan, the Recipient, the Agent and the Supplier in relation to the implementation of the Project under the Grant are understood as follows:

- I-II-1** The Government of Japan decides that the Grant be extended for the Project and executes the Grant by making payments of the amount agreed upon in the E/N and pays serious attention to ensure the accountability on proper and

effective use of the Grant for the Project.

**I-II-2** The Recipient is the beneficiary of the Grant and is responsible for the implementation of the Project. The Recipient entrusts the Agent with the procurement of the Products and the Services.

**I-II-3** The Agent is an impartial and specialized organization which provides procurement services of the Products and the Services on behalf of the Recipient according to the Agent Agreement with the Recipient. The Agent is to serve as the Recipient's adviser and secretariat for the consultative committee established by the Recipient (hereinafter referred to as "the Committee").

**I-II-4** The Supplier is the provider of the Products and the Services for the implementation of the Project in accordance with the Contract with the Agent.

### **I-III Safety Considerations**

The Recipient shall comply with all the applicable safety regulations and pay full attention to all the safety measures.

## **PART II Guidelines for the Use of the Agent**

### **II-I General**

#### **II-I-1 Role of the Agent**

The Agent shall conduct the procurement services of the Products and the Services for the Project on behalf of the Recipient. The Agent shall render services with due expertise and in a fair and impartial manner to ensure the smooth and proper implementation of the Project.

The Agent shall work to maintain rights and interests of the Recipient and maximize the impacts of the Project. The Agent is also required to pay attention to minimizing the burden of the Recipient.

#### **II-I-2 Agent Agreement**

The Recipient shall conclude an Agent Agreement, in principle within two (2) months after the date of entry into force of the E/N, with the Agent in accordance with the A/M.

After the approval of the Agent Agreement by the Government of Japan in a written form, the Agent shall conduct the services referred to in paragraph II-I-3 below on behalf of the Recipient in accordance with the A/M.

### **II-I-3 Services of the Agent**

The Agent shall conduct the services referred to in the Appendix I of the A/M.

## **II-II Approval of the Agent Agreement**

### **II-II-1 General**

The Agent Agreement is prepared as two identical documents and the copy of the Agent Agreement shall be submitted to the Government of Japan by the Recipient through the Agent. The Government of Japan confirms whether or not the Agent Agreement is concluded in conformity with the E/N, A/M and the Guidelines, and approves the Agent Agreement.

The Agent Agreement concluded between the Recipient and the Agent shall become eligible for the Grant and its accrued interest after the approval by the Government of Japan in a written form.

### **II-II-2 Reference to the E/N**

The Agent Agreement shall refer to the E/N as follows:

The Government of Japan shall extend the Grant to the Government of (name of recipient country) in accordance with the E/N signed on (date of signature) between the two Governments in connection with the Food Aid Convention.

### **II-II-3 Scope of the Services**

The scope of the Agent's services shall be clearly specified in the Agent Agreement. The Agent Agreement with the scope of Agent's services in conflict with the E/N and the A/M shall not be approved by the Government of Japan.

### **II-II-4 Completion of the Services**

The Agent Agreement shall clearly state that when the entire amount of the fund transferred from the Recipient's account in the name of the Recipient at a bank in Japan (hereinafter referred to as "the Recipient Account") to the account in the name of the Agent (hereinafter referred to as "the Procurement Account") has been paid for the procurement of the Products and the Services, or when the remaining amount of the said fund has been reimbursed to the Recipient, the Agent's services shall be regarded as complete.

### **II-II-5 Agent's Fees**

The amount and currency or calculations of Agent's fees shall be precisely and correctly stated in the Agent Agreement.

### **II-II-6 Approval of the Agent Agreement**

The Agent Agreement shall clearly state that it shall become eligible for the Grant and its accrued interest after the approval by the Government of Japan in a

written form.

#### **II-II-7 Payment Methods**

The Agent Agreement shall stipulate that “regarding all transfers of the fund to the Agent, the Recipient shall designate the Agent to act on behalf of the Recipient and issue a Blanket Disbursement Authorization to conduct the transfer of the fund (hereinafter referred to as “the Advances”) to the Procurement Account from the Recipient Account.”

The Agent Agreement shall clearly state that the payment to the Agent shall be made in Japanese yen from the Advances and that the final payment to the Agent shall be made when the total remaining amount become less than three percent (3%) of the Grant and its accrued interest, excluding the Agent’s fees.

#### **II-II-8 Force Majeure**

The conditions of the Agent Agreement shall contain a clause stating that failure on the part of the Agent to fulfill obligations under the Agent Agreement would not be considered a default if such failure is the result of an event of force majeure. The scope of force majeure shall be defined in the conditions of the Agent Agreement.

#### **II-II-9 Responsibilities and Obligations of the Recipient**

The Agent Agreement shall clearly state the responsibilities and obligations of the Recipient in accordance with the E/N.

#### **II-II-10 Amendment to the Agent Agreement**

If an amendment to the Agent Agreement is required, the amended Agent Agreement shall clearly state that:

- (1) all the clauses except that which is / are amended, remain unchanged; and
- (2) the amendment to the Agent Agreement shall become eligible for the Grant and its accrued interest only after the approval by the Government of Japan in a written form.

### **PART III Guidelines for the Procurement of the Products and the Services by the Agent**

#### **III-I General**

##### **III-I-1 Products and Services Eligible for Procurement**

The Products and the Services to be procured shall be selected from those defined in the E/N.

### III-I-2 Supplier

In accordance with the A/M, the Supplier shall be a Japanese national. The Supplier shall satisfy the conditions specified in the tender documents. (The term “Japanese nationals” wherever used in the Guidelines means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons.)

### III-I-3 Misprocurement

The Government of Japan requires that, under contracts funded by the Grant, tenderers and the Supplier observe the highest standard of ethics during the procurement and implementation of such contracts. In this regard, the Government of Japan shall demand that the Recipient and the Agent to reject a tender if it determines that the tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question. The Government of Japan will recognize a supplier as ineligible, for a period determined by the Government of Japan, to be awarded a contract funded by the Grant if it at any time determines that the supplier has engaged in corrupt or fraudulent practices in competing for, or in executing any other contracts funded by the Grant or other Japan’s Official Development Assistance (ODA).

When the Government of Japan receives information concerning suspected corrupt or fraudulent practices in the competition for, or in the execution of, the contract funded by the Grant, the Recipient shall provide the Government of Japan with such information as the Government of Japan may reasonably request, which includes information related to any concerned official of the government and/or public organizations of the recipient country.

The Recipient shall not unfairly or unfavorably treat the physical persons and juridical persons that provided the information concerning suspected corrupt or fraudulent practices in the competition for, or in the execution of, the contract funded by the Grant to the Government of Japan and/or the Recipient.

When the authorities concerned of the Government of Japan decide to impose against a firm such administrative sanctions as debarment, exclusion of goods manufactured, etc., from Japanese governmental procurement, the Government of Japan may ask the Recipient and the Agent to exclude the goods manufactured by the sanctioned firm from the procurement under the Grant, for the period of the sanctions by such authorities concerned of the Government of Japan.

## **III-II Procurement Procedures**

### **III-II-1 Transfer of the fund**

The Agent shall take necessary measures for transferring the fund necessary for the procurement of the Products and the Services from the Recipient Account to the Procurement Account prior to the procurement procedures.

### **III-II-2 Method of Procurement**

#### **(1) Competitive Tendering**

In implementing procurement, sufficient attention shall be paid so that there is no unfairness among tenderers who are eligible for the procurement of the Products and the Services.

For this purpose, competitive tendering shall be employed in principles.

#### **(2) Other Procurement Methods**

If competitive tendering is deemed inappropriate or impractical due to any of the following special situations, the Agent is permitted to proceed with procurement on selective tendering or direct contracting:

- 1) when the number of suppliers to satisfy the conditions is limited (In this case selective tendering is expected);
- 2) when it is quite doubtful that the prospective tenderers would be interested in participating in competitive tendering, and thereby the advantages of competitive tendering would be outweighed by the administrative burdens involved (In this case selective tendering is expected);
- 3) part or all of the tender procedure was not successfully completed and re-tendering is implemented (In this case selective tendering is expected); and
- 4) when emergency procurement is required for the assistance for natural disasters or humanitarian assistance (In this case selective tendering is expected).

When procurement method other than competitive tendering are employed, the Agent shall implement procedures in such a manner as to comply with the competitive tendering procedures described in the Guidelines to the fullest possible extent, in order to ensure the transparency of the selecting procedures.

### **III-II-3 Size of Tender Lot**

If a possible tender lot may be technically and administratively divided and such a division is likely to result in the broadest possible competition, the tender lot shall be divided into two or more. On the other hand, in the interest of obtaining the broadest possible competition, any one lot for which a tender is invited shall, whenever possible, be of a size large enough to attract tenderers.

### **III-II-4 Tender Conditions**

The Agent shall fully study and consider specifications, prices, place of production, harvesting time of production, transportation, trade regulations, etc. regarding the Products and the Services to be procured and finalize appropriate tender and procurement conditions after obtaining confirmation from the Recipient. Also, the price expected for the procurement (referential unit price (price per metric ton)) shall be set in advance for reference in the selection of suppliers.

### **III-II-5 Public Announcement**

Public announcement shall be carried out in such a way that all potential tenderers will have fair opportunity to learn about and participate in the tender.

The invitation to prequalification or to tender shall be publicized at least in a newspaper of general circulation in the recipient country (or neighboring countries) or in Japan, and in the easily accessible webpage operated by the Agent. The items to be contained in the public announcement are as follows:

- (1) name of the Grant;
- (2) names of the Products and the Services to be procured;
- (3) name of the Agent and contact information including a location of its webpage (written as an agent for the Recipient);
- (4) required qualification of tenderers;
- (5) date, time and place of the distribution and price of tender documents; and
- (6) other relevant information considered to be necessary for suppliers to determine whether to participate in the tender.

The Agent is required to publicize the information from (1) to (3) above in the newspapers if other details including (4) to (6) above are advertised on the webpage of the Agent.

### **III-II-6 Language**

The tender invitation, tender documents and contracts should be prepared in principle in English, French or Spanish. In case that an announcement is made in a newspaper in circulation in Japan, Japanese translation shall be attached when possible.

## **III-III Tender Documents**

### **III-III-1 General**

- (1) The tender documents should contain all information necessary to enable tenderers to prepare valid offers for the Products and the Services to be procured for the Project.

- (2) The rights and obligations of the Recipient, the Agent and the Supplier of the Products and the Services should be stipulated in the tender documents to be prepared by the Agent. The tender documents shall be prepared in consultation with the Recipient.
- (3) The tender documents shall clearly state that the Government of Japan shall extend the Grant to the Government of (name of recipient country) in accordance with the E/N signed on (date of signature) between the two Governments in connection to the Food Aid Convention.
- (4) The tender documents shall clearly state that “The Government of Japan requires that, under contracts funded by the Grant, tenderers and the Supplier observe the highest standard of ethics during the procurement and execution of such contracts. In this regard, the Government of Japan will demand that the Recipient and the Agent shall reject a tender if it determines that the tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question. The Government of Japan will recognize a supplier as ineligible, for a period determined by the Government of Japan, to be awarded a contract funded by the Grant if it at any time determines that the supplier has engaged in corrupt or fraudulent practices in competing for, or in executing any other contracts funded by the Grant or other Japan’s Official Development Assistance (ODA).

When the authorities concerned of the Government of Japan decide to impose against a firm such administrative sanctions as debarment, exclusion of goods manufactured, etc., from Japanese governmental procurement, the Government of Japan may ask the Recipient and the Agent to exclude the goods manufactured by the sanctioned firm from the procurement under the Grant, for the period of the sanctions by such authorities concerned of the Government of Japan.”

### III-III-2 Contents of the Tender Documents

The tender documents should consist of the following documents:

- (1) instruction to tenderers;
- (2) procurement conditions;
- (3) form of the tender; and
- (4) draft of the Contract.

If a fee is charged for the tender documents, it should be reasonable and reflect the cost of implementation of the tender procedure.

### III-III-3 Major Items Related to the Instruction to Tenderers

- (1) The instruction to tenderers should clearly describe the procedure for questions and answers, correction regarding the tender documents, tender procedures, tender evaluations, and the other relevant issues of the tendering process.
- (2) The instruction to tenderers should clearly describe the Products and the Services to be procured, qualifications required of tenderers, elimination of disqualified suppliers from the tender, eligible source countries, place of delivery and date of shipment, insurance, transportation, bond, tax exemption described in the E/N and other pertinent terms.
- (3) The instruction to tenderers should clearly describe that the tender price shall be stated in figures and words as firm and final, and if there is a difference between the price in words and that in figures, the price in words is deemed correct.

### III-III-4 Procurement Conditions

#### (1) Clarity and Accuracy of Conditions

The procurement conditions should specify clearly and in detail the services to be performed, the Products to be supplied and the relevant terms such as contents of the Products and the Services, specifications, the place of delivery, etc.

The procurement conditions should identify the main factors or criteria to be taken into account in evaluation and comparison of tenders.

#### (2) Impartiality of the Procurement Condition

The procurement conditions should be prepared so as to secure the broadest possible competitive tendering.

### III-III-5 Forms of Tender

The following forms of tender should be clarified:

- (1) tender qualification certificates;
- (2) tender specifications; and
- (3) tender price.

### III-III-6 Draft of the Contract

The draft contract should clearly state “the contract terms” such as “the rights and obligations of the Recipient, the Agent and the Supplier, etc.” and the following items:

- (1) terms of payment;
- (2) performance bond;

- (3) non-performance of the contract;
- (4) force majeure; and
- (5) settlement of disputes.

### **III-IV Implementation of Tender**

#### **III-IV-1 Preparatory Period for the Tender**

The allowable period for the preparation and submission of the tender should be determined with due consideration to the particular circumstances related to the Project in the recipient country and the scale. In principle, a period of more than twenty (20) days to the date of tender should be allowed from the date when the documents are made available for potential tenderers.

#### **III-IV-2 Guarantee for the Tender**

The Agent may request that the tenderers submit bid bond (e.g. bank guarantees) for the tender. The amount of the bid bond, however, should not be so high as to discourage potential tenderers. The bid bonds submitted from the unsuccessful tenderers should be returned immediately after the award of the contract.

#### **III-IV-3 Questions and Answers regarding the Tender Documents**

The Agent, for the purpose of the smooth implementation of the tender, should accept questions about the tender documents from the purchasers of the documents and provide answers to the questions, in accordance with the following points:

- (1) a reasonable period should be set, respectively for accepting questions and providing answers to those questions; and
- (2) the answers should be given to all those who have purchased the tender documents well in advance of the date of tender so that the prospective tenderers can take proper measures.

#### **III-IV-4 Correction and Alteration of the Tender Documents**

Any additional information, supplementary explanations, correction of errors and alterations related to the tender documents should be notified to all those who have purchased the tender documents well in advance of the date of tender so that prospective tenderers can take proper measures.

#### **III-IV-5 Pre-qualification Examination of Tenderers**

- (1) The Agent may conduct a pre-qualification examination of tenderers in advance of the tender so that the invitation to the tender can be extended only to eligible suppliers.
- (2) The pre-qualification examination should be performed not to limit the

tenderers but to confirm the capability and resources of potential tenderers to perform the particular work satisfactorily and should not hinder the objective of the competitive tending.

- (3) In this case, the following points should be taken into consideration:
  - 1) experience and past performance in contracts of a similar kind; and
  - 2) property foundation or financial credibility

#### III-IV-6 Tender Procedures

- (1) The tender documents should clearly indicate the deadline of the date and time for accepting the tendering as well as the date and place for opening the tender.
- (2) The tenderer should be instructed to submit the following necessary tender documents:
  - 1) tender qualification certificates;
  - 2) tender specifications; and
  - 3) tender price
- (3) All tenders should be opened in the presence of the Agent and tenderers or their representatives at the fixed date, time and place.
- (4) Any tender submitted after the specified deadline is not acceptable as a valid tender.
- (5) In opening tenders with the attendance of tenderers, the name of each tenderer and the tender price concerned should be read aloud and recorded.
- (6) When the lowest tender price exceeds the price expected for the procurement, re-tendering can be implemented, using the same specifications. The number of times for re-tendering shall be limited to only once.

#### III-IV-7 Supplementary Explanation and Modifications of the Tender during Tender Evaluation

- (1) No tenderers shall be permitted to modify the contents of the tenders after the tenders have been opened.
- (2) The Agent may request any tenderers to make a supplementary explanation but is not permitted to request them for substantial modifications of the contents of the tenders and a change in tender prices.

#### III-IV-8 Confidentiality of Tender Process

Until notification of the award has been sent to the successful tenderer, the Recipient and the Agent shall not disclose to the tenderers and to other people who are not officially concerned with the tender procedures, any information on the examination of the tenders, supplementary explanations and evaluations, or

any information related to the recommendation of a successful tenderer.

### III-IV-9 Examination of Tenders

The Agent shall examine the following items with regard to the submitted tenders:

- (1) serious errors in calculation;
- (2) attachment of requested documents;
- (3) attachment of requested certificates;
- (4) attachment of requested guarantees;
- (5) confirmation of proper signatures in the documents; and
- (6) conformity of the submitted tenders with the instruction of the tender documents.

In examining the tenders, if a tender does not substantially conform to the specifications, or contains inadmissible reservations or is otherwise not substantially responsive to the tender documents, it should be disqualified.

After the above examination, each tender that satisfies the conditions should be examined for evaluation and comparison, in principle beginning with those submitted from the tenderer with the lowest tender price.

### III-IV-10 Tender Evaluation

- (1) The tender evaluation shall be implemented on the basis of the conditions specified in the tender documents.
- (2) Those tenders which substantially conform to the specifications, and are responsive to other stipulations of the tender documents, shall be judged in principal on the basis of the submitted price (price per metric ton), the tenderer who offers the lowest price and the offered price is lower than referential price shall be designated as the successful tenderer. In case the selection of successful tenderer solely based on the submitted prices is not appropriate or irrational in respect of the natures of the Products and the Services to be procured, other elements than the price such as length of delivery periods, superiority of specifications, etc., might be considered by qualifying their degrees and evaluated comprehensively together with the price competitiveness. In such cases, method and standard of tender evaluation shall be clearly explained in the tender documents.
- (3) In cases where satisfactory results in respect of price or other relevant elements, if any, are not offered in the tender, the Agent may negotiate with the most advantageous tenderer (if this fails to obtain satisfactory results, the second ranking tenderer) to try and conclude a satisfactory contract (a contract ad libitum).

- (4) If the tender is divided into several lots, the tender evaluation shall be performed for each lot.

### **III-IV-11 Tender Evaluation Report**

The Agent shall prepare a detailed tender evaluation report clarifying the reasons for the successful tender and the disqualification, and submit it to the Recipient to obtain confirmation before concluding the contract with the successful tenderer.

### **III-IV-12 Notification of the Results**

- (1) The Agent, within the validity period specified in the tender documents, should notify all the tenderers of the results of the tender. In case notification of result within the validity period is not possible, the Agent shall notify all the tenderers of the extension of the period before the expiry of the original period.
- (2) No tenderers shall be required, as a condition to be successful tenders, to bear responsibilities or obligations that are not described in the tender documents.

### **III-IV-13 Rejection of Tenders and Re-tender**

- (1) The Agent shall not implement the re-tendering with the same specifications merely for the purpose of reducing the price except when the lowest tender price has exceeded the referential price. The rejection of all tenders may only be justified in the following cases:
  - 1) successful tender was not given even after the result of negotiation with the advantageous tenderers in such case where offer prices extremely exceed the referential price;
  - 2) all tenders do not comply with the tender documents as a result of the examination and evaluation of the tenders;
  - 3) it is clear that competition is impeded in the process; and
  - 4) there is a rational reason to believe that the aim of procurement shall not be achieved by continuing the ongoing tender procedure.
- (2) In case all the tenders are to be rejected and a re-tender to be called, the Agent should examine the causes and consider revising the specifications and other conditions specified in the original tender documents as well as procurement methods.

## **III-V Conclusion of the Contract**

### **III-V-1 General**

In order to procure the Products and the Services in accordance with the E/N and the A/M, the Agent shall conclude contracts with the Supplier selected by

tendering or other methods.

### **III-V-2 Reference to the E/N**

The Contract shall clearly state that the Government of Japan, in connection with the Food Aid Convention, shall extend the Grant to the Government of (name of recipient country) in accordance with the E/N signed on (date of signature) between the two Governments.

### **III-V-3 Contents of the Products and the Services**

The Contract shall clearly state the contents of the Products and the Services to be procured. The Contract of the procurement of the Products and the Services which are not covered by the E/N shall not be concluded.

### **III-V-4 Contract Price**

The amount of all contract price and, where there is/are amendment(s) of the Contract, amended contract price (hereinafter jointly referred to as “the Contract Price”) and the Agent’s Fees shall not exceed the amount of the Grant and its accrued interest. In case that there are resources received as delay damages, compensations or penalty(ies) (hereinafter referred to as “the Charges”), the total amount of the Contract Price and the Agent’s Fees shall not exceed the sum of the Grant, its accrued interest and the Charges. Each of the Contract Price and the Agent’s Fees shall be precisely and correctly stated both in words and figures. If there is a discrepancy between the price in words and that in figures, the price in words is deemed correct.

### **III-V-5 Terms of Payment**

The Contract shall clearly state the terms of payment.

In principle, payment shall be made after the completion of the shipment of the product and the completion of the services stipulated in the Contract.

### **III-V-6 Performance Guarantee**

Each of the Supplier may be requested to submit performance guarantees. Such performance guarantees shall be of an appropriate amount, and it shall be returned immediately after the delivery of the Products and the completion of the Services.

### **III-V-7 Non-performance of the Contract**

The Contract shall clearly state that if the performance of a contract by the Supplier is delayed from the contracted period of execution or results in non-performance due to other reasons including bankruptcy, etc., the Agent is permitted to claim the payment of indemnities, forfeiture of the performance guarantees, or cancellation of the Contract against the Supplier.

### **III-V-8 Force Majeure**

The Contract should contain a clause to the effect that failure on the part of the Supplier to fulfill obligations under the Contract would not be considered a default if such failure is the result of an event of force majeure as defined in the terms of the Contract.

### **III-V-9 Consultation and Resolution Procedures**

The procedures for consultation and resolution shall be clearly stipulated for both cases that the damage is ascribed to the Recipient / the Agent and/or the Supplier and that the damage is ascribed to force majeure.

### **III-V-10 Disputes and Arbitration Procedures**

The procedures for disputes and arbitration shall be clearly stipulated. It is advisable that the clauses be based on the "Rules of Arbitration" prepared by the International Chamber of Commerce (ICC).

### **III-V-11 Modifications Procedure**

The modifications procedures of the Contract shall be clearly stipulated, when modification is deemed necessary by the Recipient / the Agent and the Supplier.

### **III-V-12 Responsibilities and Obligations of Each Party**

The Contract shall clearly state the responsibilities and obligations of the Recipient, the Agent and the Supplier.

### **III-V-13 Applicable Law**

The Contract shall clearly state the applicable law by which the Contract is governed and interpreted.

### **III-V-14 Effectuation, Amendment, and Announcement of the Results of the Contract**

- (1) The Contract shall become eligible for the Grant and its accrued interest only after the signing of the Contract between the Agent and the Supplier.
- (2) If an amendment to the Contract is required, the Agent, obtaining the consent of the Recipient in advance, shall conclude a contract for the amendment with the Supplier. The amended contract shall clearly state that "All clauses except that which is or are amended, remain unchanged". Also, the Agent shall submit a copy of the amended contract to JICA.
- (3) The Agent shall, after the Contract is concluded, announce information on the Contract such as names of procured items, name of the Supplier, amount of the Contract and the date of the Contract on the webpage of the Agent.