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Twenty-seventh session

SUMMARY RECORD OF THE 521st MEETING

Held at Headquarters, New York,
on Tuesday, 31 May 1994, at 3 p.m.

Chairman: Mr. MORAN (Spain)

CONTENTS

The meeting was called to order at 3.05 p.m.

NEW INTERNATIONAL ECONOMIC ORDER: PROCUREMENT (continued)

(b) PROCUREMENT OF SERVICES (continued) (A/CN.9/392)

Article 2, subparagraph (c) (continued)

1. Mr. TUVAYANOND (Thailand), with reference to the definition of "goods", requested clarification as to whether the services rendered in supplying the goods should be understood as including their transport. If so, he thought there might be some overlap, since procurement of services would be analogous to the procurement of transport, which was a service.

2. The CHAIRMAN said it seemed clear, in the Spanish version at least, that the services entailed in supplying the goods were incidental in nature. The draft defined goods as objects of every kind and description together with the services incidental to the supply of the goods, provided the value of those services did not exceed the value of the goods themselves.

3. Mr. TUVAYANOND (Thailand) referred to a hypothetical case in which the procuring entity wished to purchase a given quantity of goods and transport was not included in the price, so that the procuring entity was obliged to arrange for transport; under those circumstances, he wished to know whether that would be considered goods or services.

4. The CHAIRMAN said that as he understood it, the procuring entity, when soliciting tenders for the supply of goods, would make it clear in the solicitation documents that transport should be included in the final price of the goods. Even if no mention of transport was made when tenders for the supply of goods were solicited, it would be self-evident that the procuring entity in all likelihood expected the goods to be delivered to their destination, and hence the question of awarding a contract for services would not arise there; it would be obvious that the procuring entity wanted the goods to be delivered to their destination, and the supplier would have to resolve the problem as it saw fit.

5. Mr. HUNJA (International Trade Law Branch) suggested a way for the procuring entity to approach the problem. He pointed out that if the contract for procurement of goods did not include transport, the reason might be that the procuring entity had its own means of transport. If that were not the case, and a separate contract had to be concluded for transport, the transport services would be governed by the provisions of the Model Law that referred to procurement of services. It would all depend on the way the contract was structured.

6. The CHAIRMAN said that if there were no objections, he would take it that the Commission wished to adopt subparagraph (c) of article 2.

7. It was so decided.

Article 2, subparagraphs (d) and (d bis)

8. Mr. LEVY (Canada) recalled that the reason for including the language in parentheses at the end of subparagraph (d bis) was that there was a possibility of confusion concerning some objects of procurement, such as intellectual property, which might be considered goods under some legal systems and services under others. Therefore, the Drafting Group had stipulated that the enacting State could specify certain categories of services. Although he did not wish to suggest that changes should be made in the present text, he thought that it would be helpful for the Guide to Enactment to contain a brief explanation of the reasons for inserting the text in parentheses; otherwise, under some legal systems it might be assumed that all such items should be included under services. It should be stated in the Guide that the intention was to cover certain unusual situations in order to avoid erroneous interpretations.

9. Mr. UEMURA (Japan), referring to article 2, subparagraph (d), said that procurement of construction should be handled in the same way as procurement of services. At the previous session of UNCITRAL, it had been noted with reference to procurement of services that the quality of the services depended to a great extent on the knowledge and skills of the suppliers. That suggestion had led UNCITRAL to begin drafting new provisions on procurement of services. In his view, the situation was similar with regard to procurement of construction, since construction normally combined a number of different types of services, and it was hard for the procuring entity to supervise and monitor the quality of the services being rendered during construction. Since, by the time a defect was revealed in the finished work, it was already too late to deal with it effectively, it was important to take into account the technical competence of contractors during the procurement of construction. Therefore, it would be more appropriate to equate procurement of construction with procurement of services, rather than with procurement of goods. Furthermore, construction was treated as a type of service in the GATT Agreement on Government Procurement. Therefore, he suggested that the term "construction" should be dropped from the Model Law and that the Guide should explain that construction work was considered to be included under services.

10. Mr. CHATURVEDI (India) said that while his delegation did not object to UNCITRAL dealing with the question of services, it disagreed with the manner in which that had been done in the annex to document A/CN.9/392. In dealing with the question of services, the Commission should not amend its Model Law on Procurement of Goods and Construction, which, from the point of view of developing countries, was extremely useful. To incorporate the concept of services into various articles of the draft Model Law was to amend the Model Law adopted in 1993. It was his delegation’s view that the appropriate way to deal with the matter would be to incorporate autonomous clauses concerning services in a protocol to the 1993 Model Law or in a completely separate document.

11. As for subparagraph (c) of article 2, where the concept of "goods" was defined, he pointed out that goods were tangible and material, whereas services were not. It was therefore incorrect to state that goods included services; the two definitions must be separate. He could offer no solution to that problem, but he felt that it should be kept in mind when the text was being finalized.

12. Mr. TUVAYANOND (Thailand) stated that his delegation had initially had misgivings about the inclusion of services in the definition of "goods"; but after hearing the explanation offered by the Secretary of the Commission, it found the present text acceptable, since much would depend on the wording of the contract. If the price of the goods included transport, that should be included in the definition of goods.

13. As for the definition of construction, he agreed with the point made by the Japanese delegation. Construction fell into the category of services rather than goods and should not be subject to the same regulations as those governing the procurement of goods. In Thai law, construction was considered to be a service; it would therefore be easier for his country to accept parallel regulations for construction and for services. It would be more logical to delete the word "construction", assuming that construction was included in the definition of services.

14. Mr. HERRMANN (Secretary of the Commission) noted in clarification that although he did not wish to involve himself in the discussion, he must remind delegations that they could not simply suggest deletion of the word "construction", since UNCITRAL itself had adopted a Model Law on Procurement of Goods and Construction in 1993. In attempting to determine the appropriate regime for services, one might examine other types of procurement to decide which one most closely resembled services, but the task of UNCITRAL in 1994 should be to add appropriate provisions on services without raising the possibility of eliminating the concept of "construction", which it was technically unable to do.

15. Mr. WALLACE (United States of America) reiterated the Secretary's statement. It was his understanding that UNCITRAL was obliged to follow certain procedural norms, as a result of which a law, once approved, could not be modified by it unless absolutely necessary. That did not mean, however, that the remarks of the Thai delegation regarding terminology should be ignored.

16. As a second point, with regard to the statement made by the delegation of India, in the Working Group it had also been understood that the Group's mandate did not permit it to make unjustified changes. The few references to services in the present draft were the minimum necessary to complete the task assigned to the Group by UNCITRAL in 1993, that of establishing special regulations for procurement of services. Short of adopting an independent law which would include all the general provisions of chapter I, and there was no clear majority in favour of doing so, the only way of dealing with the problem had been to include references to services in several articles of the Model Law.

17. As for the definition of "goods", in his opinion that definition resembled the one established under existing law, although he did not understand why such extensive underlining was necessary. The definition of goods resembled that used in the Convention on the Law Applicable to International Sales of Goods, which had served as a basis for the Model Law.

18. Finally, as other delegations had pointed out, to refer to goods and services in the same definition was probably to mix two quite different things. But that was probably inevitable, and his delegation would not wish to introduce unnecessary modifications to the existing definition.

(Mr. Wallace, United States)

19. Moreover, he doubted that it would be useful to specify that the price of incidental services must be included in documents soliciting tenders. In his opinion, the Commission intended that procurement of those services should be done separately and should therefore be governed by chapter IV bis.

20. The same was true in the case of procurement of construction; if it was specified from the beginning that incidental services would have to be provided in the course of construction, those services would be governed by the regulations applicable to construction; if, on the other hand, incidental services were procured separately, they should be governed by the regulations applicable to services.

21. Mr. HUNJA (International Trade Law Branch) announced that the Model Law, which was included as an annex to the report of the United Nations Commission on International Trade Law on the work of its twenty-sixth session, had now been issued as a separate document.

22. Mr. JAMES (United Kingdom), supported by the representative of Australia, said that the delegation of Canada was correct in stating that the commentary would need to clarify the meaning of subparagraph (d bis). The United Kingdom wished to stress the importance of that commentary, especially in regard to services.

23. Mr. HERRMANN (Secretary of the Commission) said that the delegation of Canada had informed him that the text of paragraph 12 of document A/CN.9/394, in which reference was made to the words in parentheses in subparagraphs (c) and (d bis) of document A/CN.9/392, resolved to that delegation's satisfaction the question which it had previously raised. Nevertheless, if any delegation found the wording of paragraph 12 unsatisfactory, it should say so without delay.

24. Mr. CHATURVEDI (India) said that subparagraphs (b), (d) and (d bis) had the same purpose: they all concerned the question of services. Services were defined in subparagraphs (c) and (d). At the same time, in subparagraph (d bis), the word "services" was said to mean "any object of procurement other than goods or construction". If services were defined in one paragraph, it was unnecessary to repeat the definition elsewhere. He therefore wondered whether subparagraph (d) was really necessary. In any case, he felt that the definition of services should be limited to one paragraph.

25. Mr. JAMES (United Kingdom) said that the wording of paragraph 12 of document A/CN.9/394 was somewhat elliptical, and that it might be appropriate to add a sentence to clarify the meaning.

26. Mr. HERMANN (Secretary of the Commission) said that the Secretariat shared the wish of the delegation of India to simplify and shorten the provisions of the draft before the Commission. The Working Group had considered at some length the wording of subparagraphs (c), (d) and (d bis), but had not been able to devise a more appropriate formulation. Those paragraphs were not intended simply to define services, but also to specify the treatment appropriate to the kind of service. There were, in fact, three categories of services: services

(Mr. Hermann)

incidental to the supply of goods, services incidental to construction, and services in general. The current formulation of the paragraphs reflected that fact.

27. Mr. TUVAYANOND (Thailand) asked whether the words in parentheses in paragraph d bis were really necessary. If those words were interpreted in a strict sense they could serve as an escape clause, which a State could make use of to specify improperly that such services were not within the scope of the Model Law, particularly if account were taken of the open-ended nature of the definition of services in paragraph 12 of document A/CN.9/394. He wondered whether it would not be preferable to delete the words in parenthesis, since, if they were retained, the Model Law would authorize States to use the provision to achieve a result other than that implied by the definition in the draft Model Law itself.

28. Mr. HUNJA (International Trade Law Branch) said that it might be necessary to clarify the scope of the words in parentheses in paragraph (d bis), both in that paragraph and in the Guide (A/CN.9/393). The aim was to give States an opportunity to specify in which cases the object of procurement should not be included in the category of goods and construction, particularly where the wording of paragraph (d bis) was not sufficiently specific, as well as in borderline cases. Nevertheless, such wording should not be used for exclusionary purposes that did not accord with the Model Law. Perhaps the Drafting Group should review the current formulation to make sure it expressed what was intended.

29. The CHAIRMAN said that, if there were no objection, he would take it that the Commission wished to approve the current formulation of articles 2 (d) and (d bis).

30. It was so decided.

Articles 2 (e) to (h) and article 3

31. The CHAIRMAN said that, if there were no objection, he would take it that the Commission wished to approve articles 2 (e) to (h) and article 3.

32. It was so decided.

Article 4

33. Mr. CHATURVEDI (India) said that he was aware that draft article 4 appeared in the Model Law already adopted by the General Assembly, but he wondered whether it was appropriate to authorize States to enact regulations of the kind referred to in the article.

34. The CHAIRMAN noted that article 4 confined itself to drawing to the attention of national legislators certain points which should probably be included in the regulations needed to give effect to the Model Law. Further, the wording appeared in the UNCITRAL Model Law on Procurement of Goods and Construction, adopted by the General Assembly on the recommendation of the Commission, and it would be unfortunate to now recommend something else.

35. Mr. WALLACE (United States of America) said that he fully shared the view of the Chairman, although he understood the concern of the representative of India. He thus suggested that the commentary on article 4 should include some examples of the regulations mentioned in the text, in which connection his delegation intended to make specific proposals.

Article 5

36. The CHAIRMAN said that, if there were no objection, he would take it that the Commission wished to approve article 5.

37. It was so decided.

Article 6

38. Mr. KLEIN (Inter-American Development Bank) said that paragraph 6 (c) was imprecise and did not clearly express the intended aim, which was to avoid the disqualification of contractors on the ground of minor technical errors or omissions, as frequently occurred. As currently worded, the paragraph did not clearly explain which errors or omissions would permit disqualification and which would not. The paragraph should thus be reworded accordingly.

39. The CHAIRMAN recalled that the paragraph in question, which had already been approved by the Drafting Group, had been considered in great detail in Vienna, and that the Commission must thus act with caution in considering the possibility of making changes. In any event the Spanish text drew a clear distinction between the substantive and incidental aspects.

40. Mr. WALLACE (United States of America) said that he agreed with the Chairman. He recalled that the matter had been debated at length in Vienna, the point being to make articles 6 and 7 consistent. In his view it was not simply possible to introduce further changes.

41. Mr. TUVAYANOND (Thailand) asked whether, in the interest of greater coherence and to expedite the Commission's work, it would not be appropriate to proceed on the basis that, apart from cases where the nature of the procurement of services justified the adoption of completely different rules, a text should be adopted which was a simple copy of the first Model Law.

42. Mr. HERMANN (Secretary of the Commission) said that the Commission was in fact proceeding on that basis. There was a Model Law on Procurement of Goods and Construction, which had already been adopted by the Commission, and the task now was not to revise that law but, as determined by the Working Group, to expand it to include rules on the procurement of services. Accordingly the changes from the original Model Law had been marked, so that, in considering each provision, the aim was not to improve the drafting but to see whether the Commission considered the changes acceptable or whether they should be amended or added to given the special nature of the procurement of services. The new text was not to be a second model law, but an alternative for those wishing to include the three categories of procurement.

43. Mr. CHATURVEDI (India) welcomed the clarification by the Commission Secretary, which was useful as a general guide, and agreed that what had already been adopted should be followed as far as possible. Nevertheless the inclusion of services in the Model Law was already tantamount to an amendment, and those who wished to express their views should not be prevented from doing so.

44. Mr. CHOUKRI SBAI (Morocco) said that the text of paragraph 1 (b) (v) of article 6 was unclear, since it seemed to cover the directors or officers of suppliers, inasmuch as they should not have been convicted of certain offences, and he requested clarification.

45. Mr. HUNJA (International Trade Law Branch) emphasized the importance of the provision, particularly from the viewpoint of the integrity of the procurement process. The intention was, of course, to cover all those involved in the supply of goods and construction and now of services, and establish that they must not have been involved in any offence. He wondered whether the representative of Morocco thought that, in terms of the procurement of services, there was some omission in referring to directors or officers.

46. Mr. KLEIN (Inter-American Development Bank), referring to paragraph 6 (c), said that the provision was badly drafted, since the important point was not the nature of the error but that it should be made good.

47. Mr. CHATURVEDI (India) said that in the English text of paragraph 1 (b) (v) the word "disbarment" was wrongly used; he wondered whether "debarment" should be used instead.

48. The CHAIRMAN said that there were no errors in the Spanish version. He therefore took it that the Commission wished to adopt article 6 as a whole.

49. It was so decided.

Article 7

50. Mr. LEVY (Canada) said that in article 7, paragraph 1, reference should be made to chapter IV bis.

51. The CHAIRMAN said that that point could be settled when the text as a whole was adopted. In the meantime, paragraphs 1 and 2 of that article would be adopted.

52. Mr. LEVY (Canada) said that there was a duplication between the provisions of paragraph 3 (a) (ii) and article 41 ter.

53. Ms. SABO (Canada) said that the French version of paragraph 3 (b) (ii) should read article 41 ter instead of article 39 ter.

54. The CHAIRMAN said that in view of the difficulties arising from references in one provision to another, that issue could be clarified following a careful study by the Drafting Group of the provisions involved, especially the cross references.

55. Mr. CHATURVEDI (India) suggested that paragraph 3 (b) (ii) should be deleted so that the text would remain as originally drafted.

56. Mr. JAMES (United Kingdom) said that, in his opinion, the confusion was caused by the fact that article 23 dealt with the contents of invitation to tender and invitation to prequalify while article 41 concerned soliciting a proposal or price quotation. The issue should be referred to the Drafting Group.

The meeting was suspended at 4.35 p.m. and resumed at 5.05 p.m.

57. Mr. LEVY (Canada) suggested that the Drafting Group should consider whether paragraph 3 (b) (ii) was compatible with the rest of the Draft Model Law.

58. The CHAIRMAN said that if he heard no objections, he would take it that the Commission endorsed the suggestion.

59. It was so decided.

60. Mr. SHIZHAOYU (China) said that as paragraph 3 (a) (v) was in contradiction with paragraph 3 (a) (iii) some amendments were in order.

61. The CHAIRMAN said that paragraph 3 (a) (v) reflected the text that the General Assembly had recommended to Member States and that it had already been adopted.

62. Mr. HUNJA (International Trade Law Branch) said that paragraph 3 (a) (v) concerned "any other requirements" not provided for in paragraphs 3 (a) (i) to 3 (a) (iv) and had to do with prequalification. Those requirements had to be compatible with the provisions of paragraph 3 (a) (iii).

63. Mr. CHATURVEDI (India) said that although he did not believe that paragraphs 3 (a) (iii) and 3 (a) (v) were incompatible, the latter could be deleted.

64. The CHAIRMAN said that deleting paragraph 3 (a) (v) would limit the options available to the procuring entity; the paragraph should therefore be retained.

65. Mr. CHATURVEDI (India) said that deleting paragraph 3 (a) (v) would not limit options available to the procuring entity.

66. The CHAIRMAN said that if he heard no objections, he would take it that the Commission wished to adopt article 7 with the exception of paragraph 3 (b) (ii).

67. It was so decided.

Articles 8, 9 and 10

68. The CHAIRMAN said that if he heard no objections, he would take it that the Commission wished to adopt articles 8, 9 and 10.

69. It was so decided.

Article 11, paragraph 1

70. Mr. WALLACE (United States of America) said that article 41 bis paragraphs 3 (a), (b) and (c) provided for three very broad exceptions. In that connection, it might be useful to have the record-keeping requirement provided for under article 11, paragraph 1 apply to such cases also. Therefore, it would be appropriate to wait until article 41 bis had been considered before taking any decision on article 11, paragraph 1.

71. Ms. SABO (Canada) said that the reference made in the French version of paragraph 1 (i) bis, to article 41, paragraph 1 (b) did not appear to correspond to the English version.

72. Mr. TUVAYANOND (Thailand) sought clarifications concerning the inclusion of the underlined text in paragraph 1 (d).

73. Mr. JAMES (United Kingdom), replying to the delegation of Thailand, said that when a consultant was hired on an hourly basis, there was no knowing beforehand how many hours he was going to work. Therefore, paragraph 1 (d) made reference to "the basis for determining the price" which would make it possible to calculate, for example, the cost of each hour of work performed by the consultant. That was related in particular to the procurement of services as were the words "if these are known to the procuring entity" at the end of paragraph 1 (d) since the procurement proceedings could begin before the processing of the documents ended.

74. Mr. TUVAYANOND (Thailand) said that he still did not understand why the words "if these are known to the procuring entity" had been included. Since the basis for determining the price needed to be known, those words were superfluous.

75. Mr. WALLACE (United States of America) said that the problem stemmed partly from the fact that the procuring entity had to prepare, in accordance with paragraph (1) (e), a summary of the evaluation and comparison of tenders, proposals, offers or quotations and must be in a position to include in the summary at least the price, of the offer it had accepted. In the case of tendering proceedings, the price was known after all the tenders had been opened and that was why paragraph (1) (d) had been included so that there would be no problems later on; however, concerning services, if the fourth method were used, whereby tenders were placed in a certain order, theoretically some of them might never be opened. That was why paragraph (1) (e) had been included. The United Kingdom delegation had already explained the reasons for the inclusion of paragraph (1) (d).

76. Mr. CHATURVEDI (India) said that, in his delegation's opinion, the inclusion of paragraph (1) (e) made it unnecessary to include the underlined words in paragraph (1) (d). Therefore, paragraph (1) (e) as currently drafted, should be retained and the words underlined in paragraph (1) (d) should be deleted.

77. Requiring the procuring entity to investigate for instance the basis for determining prices in foreign countries would be asking it to do too much. It should be enough to mention the price and the principal terms and conditions of each tender. Therefore, the words underlined in paragraph (1) (d) should be deleted.

78. The CHAIRMAN said that in his view, retaining the underlined text would give the procuring entity more flexibility since the price might not be known at the time the proceedings were initiated.

79. Mr. HUNJA (International Trade Law Branch) said that the words underlined gave greater flexibility to the procuring entity and reflected what happened in practice in the procurement of services, since most bidders did not set fixed prices but rather provided a formula by which a price could be calculated. For that reason alone, it was important for the procuring entity to have the authority to include in the record the basis for determining the price and not an exact figure.

80. The CHAIRMAN said that if he heard no objections, he would take it that the Commission wished to adopt article 11, paragraph 1, as a whole.

81. It was so decided.

Article 11, paragraphs 2 to 4

82. The CHAIRMAN said that if he heard no objections, he would take it that the Commission wished to adopt the text of article 11, paragraphs 2 to 4, without any amendments in view of the fact that they reflected the UNCITRAL Model Law that had been adopted in 1993.

83. It was so decided.

Article 11 bis

84. Mr. CHATURVEDI (India) said that he would appreciate an explanation as to why the underlined words had been included. In his delegation's opinion, offers, proposals or quotations could not always be rejected as happened in the case of tendering. Therefore, the inclusion of those words would have to be justified.

85. Mr. HUNJA (International Trade Law Branch) said that offers, proposals or quotations could indeed also be rejected by the procurement entity under certain conditions, as provided for by article 11 bis, which was based on article 33 of the original Model Law. In the original Model Law, article 33 had been put under Chapter III, which concerned only tendering. However, when the Working Group had considered the topic of services, it had decided that that regulation was also applicable to offers, proposals or quotations; accordingly, while the

(Mr. Hunja)

substance of the article had not changed, because it was included under Chapter I on general provisions, those words had had to be underlined.

86. The CHAIRMAN said that if he heard no objections, he would take it that the Commission wished to adopt article 11 bis, paragraphs 1, 2 and 3.

87. It was so decided.

Article 11 ter

88. The CHAIRMAN said that as indicated in the footnote, article 11 ter was a new text and therefore did not contain any underlined words. The Working Group had decided that it would be advisable to include it because it dealt with the culmination of the procurement proceedings and the entry into force of the procurement contract awarded.

89. Mr. CHATURVEDI (India) said that while his delegation considered the wording of article 11 ter appropriate, it would nevertheless like to suggest a minor amendment, namely, the addition of the words "or accepted" at the end of paragraph 2.

90. Mr. TUVAYANOND (Thailand), supported by Mr. Levy (Canada), said that, since potential suppliers or contractors needed to know it beforehand, the date of entry into force of the contract should be notified at the time that offers, proposals and quotations were requested.

91. Mr. CHATURVEDI (India) said that his delegation believed that the date of entry into force of contracts must be notified at the time that offers, proposals or quotations were accepted.

92. The CHAIRMAN said that since none of the other members of the Commission seemed to support the Indian delegation’s proposal, he would take it that the Commission wished to adopt article 11 ter as currently drafted.

93. It was so decided.

Article 12

94. Mr. WALLACE (United States of America) highlighted the innovative nature of article 12 which required that notice of all procurement contract awards, including cases of single-source procurement, be published. The purpose of the draft article was to protect citizens from possible abuses and to promote transparency. Thus, it might be advisable to make the point more clearly in the corresponding commentary, indicating that the notice would be published even in cases of single-source procurement contracts so that contractors would know that such proceedings were under way. It was an established practice in some States, and should be extended to the others. The explanation that his delegation proposed to include in the commentary would draw the attention of all Stats to that practice so that others could adopt it if they saw fit.

95. The CHAIRMAN said that the preamble to the Draft Model Law clearly indicated that its purpose was to promote competition. What was at stake was the protection of consumers and taxpayers; the United States delegation's proposal was therefore pertinent.

96. Mr. CHATURVEDI (India) said that he failed to grasp the significance of article 12, paragraph 1, and suggested that it should be formulated more clearly. In any case, he doubted whether the article could be applied in practice in major countries given the enormous number of notices that would have to be published.

97. The CHAIRMAN said that the meaning of the paragraph under consideration was clear. Obviously, the publication of such notices could be a costly matter but that was the price that citizens must pay, through taxes, in order to safeguard the international nature of tendering, which was the intended purpose. In any case, article 12, paragraph 3, authorized the State to specify that paragraph 1 was not applicable to awards where the contract price involved was less than a specified amount. In other words, the States could ease the difficulty indicated by the Indian delegation.

98. Mr. LEVY (Canada) said that in many States, notices of contract awards were routinely published in the official gazette. Article 12 merely reflected that practice, and was fully satisfactory.

99. Mr. TUVAYANOND (Thailand) proposed that the words "less than" in paragraph 3 should be replaced by the words "of a small amount" in order to avoid having to constantly be changing the price that would be indicated in the national legislation pursuant to the provision, in the event of inflation.

The meeting rose at 6.05 p.m.