

## **Provisions relating to tenders and the award of contracts**

### **ARTICLE 1 – *Tenders***

1.1 The submission of a tender in response to an invitation to tender issued by the Commission, including the Joint Research Centre, entails:

- (i) acceptance by the tenderer of all the terms and conditions stipulated in the invitation to tender, in this document (general terms and conditions applicable to contracts) and in the special terms and conditions, if any;
- (ii) waiver of the tenderer's own terms of business.

Save as otherwise expressly provided in the invitation to tender, the tenderer shall be bound by his tender for a period of three months from the date on which it was forwarded to the Commission.

1.2 Tenders must:

- (i) be drawn up preferably on the tenderer's headed paper or on the Commission's reply form;
- (ii) be signed by the tenderer or his duly authorized agent;
- (iii) be perfectly legible in order to rule out any doubt whatsoever concerning the words or figures;
- (iv) be submitted inside two sealed envelopes; the inner envelope addressed to the department indicated in the invitation to tender, should be marked "Invitation to tender – Not to be opened by the internal mail department"; If self-adhesive envelopes are used, they shall be sealed with adhesive tape and the tenderer shall sign across this tape;
- (v) be sent not later than the final date specified in the invitation to tender, either by registered post, the postmark being conclusive in this respect, or delivered by hand, in which case a dated receipt must be obtained from the Commission.

### **ARTICLE 2 – *Prices***

2.1 The Commission, including the Joint Research Centre, enters into contracts and makes payments in euros. Prices must accordingly be expressed in euros.

2.2 Tenders shall indicate separately the total contract price and, if the special terms and conditions or equivalent documents so require, each of its constituent parts together with any taxes, customs duties, and packing, carriage and/or insurance costs.

Assembly costs and the cost of any other services forming an integral part of the supplies must be shown separately, in accordance with any instructions to this effect laid down in the special terms and conditions.

- 2.3 The Communities are exempt from customs duties, indirect taxes and sales taxes under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ No 152, 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by immediate exemption. The successful tenderer shall be given the necessary instructions by the Commission.
- 2.4 If an invitation to tender relates specifically to several items or lots, the tenderer shall quote separately for each item or lot for which he is tendering. He may indicate any price reduction he is prepared to grant in the event of being awarded a contract either for all the items or lots or for a specified group of items or lots.  
He may also make his tender conditional on being awarded the entire contract or a specified part thereof.
- 2.5 Save as otherwise expressly provided in the invitation to tender, the contract prices shall be firm and not subject to revision.

### **ARTICLE 3 – *Awarding of contracts***

- 3.1 The contracts shall take the form of a written agreement between the parties.
- 3.2 A contract shall be concluded upon notification to the tenderer that his tender has been accepted. Such notification shall be in the form of a purchase order or letter.
- 3.3 If the acceptance does not conform in all respects to the tender or if notification is received after the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.
- 3.4 The contract may also take the form of a service contract.
- 3.5 The Commission reserves the right to conclude the contract in the form of a standard-form general contract, particularly in cases where the exact quantities and the precise timing of delivery or execution cannot be specified in advance. The standard-form general contract is binding on both parties as regards elements which are fixed inalterably and unequivocally at the time at which the contract is concluded, such as price, subject-matter, basic implementing procedures, and duration.
- 3.6 Where there is no difference in the nature of the services to be provided or security of supply cannot be guaranteed because of the size of the contract or the urgent nature of the services and the response time, the Commission may also conclude a "multiple standard-form general contract" with a number of successful tenderers. In this case, the authorizing department shall draw up a list of contractors, selected in accordance with the award criteria set out in the specification, in the order in which they are to be contacted. If the first contractor on the list is unavailable (this shall not constitute non-performance within the meaning of Article 13(1)), the Commission may approach the second contractor, and so on. The authorizing department shall indicate, both in the notice of contract and in the specification, the number of tenderers with whom it intends to conclude a contract, the rules for contacting them in turn and the other relevant arrangements.

**ARTICLE 4** – *No obligation to award the contract*

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the Commission reserves the right to award a contract for only some of them. The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.