



**EUROJUST**

The European Union's Judicial Cooperation Unit

P.O. Box 16183 - 2500 BD The Hague • The Netherlands

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# **Instructions and conditions applicable to Eurojust procurement procedures**

Procurement Sector

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These instructions shall form an inseparable part of the procurement documents.

## 1. foreword

Procurement covers public contracts as well as procurement procedures. Public contracts are defined as purchases by a public authority of services, goods or works. A procurement procedure is the structured way that leads to the conclusion of a public contract.

The purpose is:

- (i) to guarantee the widest possible participation of economic operators (referred to as “tenderers”),
- (ii) to ensure the transparency of operations, and
- (iii) to ensure the purchase is made at the best value for money.

Eurojust complies with the Financial Regulations applicable to the general budget of the Union (Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council) and their Rules of Application (Commission Delegated Regulation (EU) No 1268/2012). Please note that the Financial Regulations and their Rules of Application took over the provisions of the Directive 2004/18/EC.

The procurement procedures described in this document follow the **open procedure** (which is a **one-phase procedure**).

Alternatively, procurement procedures may be based on **two-phase procedures** (such as the **restricted procedure**). This variation has a certain number of implications which are outlined very briefly below:

- Phase I - Selection of candidates: candidates submit applications containing only the documentation required for eligibility to tender (point 3) and selection criteria (point 4). These applications are then evaluated to select the candidates who will be entitled to submit a tender, hence becoming tenderers.
- Phase II – tender: selected candidates (tenderers) submit offers. The contract is awarded once these offers have been assessed.

‘Candidates’ shall mean those economic operators who applied to take part in a two-phase procedure.

‘Tenderers’ shall mean those economic operators who have submitted tenders (whether in a one-phase procedure or in Phase II of a two-phase procedure).

‘Offers’ submitted in the context of a procurement procedure are also designated ‘tenders’.

‘Application’ shall mean a ‘request to participate’ in Phase I of a two-phase procedure.

‘Contracting authority’ shall mean Eurojust.

## 2. contact between Eurojust and tenderers

Contact between Eurojust and the candidate/tenderer may only take place in exceptional circumstances, under the following conditions:



## 2.1. requests for clarification

Should the candidate/tenderer discover any discrepancies in the procurement documents or be in any doubt as to their meaning, the candidate/tenderer should notify Eurojust.

The candidate/tenderer may also request additional information and/or clarifications on the procurement procedure or the nature of the contract.

**N.B.** Such requests shall be made through the 'Questions & answers' section of the relevant procurement procedure in <https://etendering.ted.europa.eu>.

Tenderers shall note that Eurojust is not bound to reply to requests for additional clarifications made less than 5 working days before the deadline for dispatching tenders.

## 2.2. amendments to the procurement documents

Eurojust may modify the procurement documents by amendment.

In order to allow candidates/tenderers reasonable time in which to take the amendment into account in preparing their applications/tenders, Eurojust, at its discretion, may extend the deadline for dispatching applications/tenders.

**N.B.** The information concerning requests for clarifications and/or amendments of the procurement documents will be made available electronically on the section of the relevant procurement procedure in <https://etendering.ted.europa.eu> no later than 6 days before the deadline for dispatching tenders.

It is the candidate's/tenderer's responsibility to check for updates and modifications of the procurement documents.

Clarifications and/or amendments will be regarded as an integral part of the procurement documents.

## 2.3. clarification following dispatch of tenders

If, after the deadline for dispatching applications/tenders, a clarification is needed by Eurojust or if obvious clerical errors in the tender need to be corrected, Eurojust may contact the candidate/tenderer, although such contacts may not lead to any alterations of the terms of the submitted tender.

Only in the case of a negotiated procedure, Eurojust may negotiate with tenderers the offers they have submitted, in order to adapt them to the requirements set out in the procurement documents, in order to find the tender offering best value for money. During negotiations equal treatment of all tenderers will be ensured

## 3. eligibility to tender - exclusion criteria and conflict of interest

Candidates/tenderers shall be excluded for this procurement procedure if they are in any of the following situations:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;



- b) they or persons having powers of representation, decision making or control over them have been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) they are not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
- e) they or persons having powers of representation, decision making or control over them have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
- f) they are subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.
  - In addition, a contract shall not be awarded to candidates/tenderers who, during the procurement procedure for this contract:
- g) are subject to a conflict of interests;
- h) are guilty of misrepresenting the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply that information;
- i) find themselves in one of the situations of exclusion, referred to in Article 106(1) of the Financial Regulations applicable to the general budget of the Union (Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council), for the procurement procedure.

Any attempt by a candidate/tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or Eurojust will lead to the rejection of its tender and may result in administrative penalties.

Document to be provided:

Candidates/tenderers shall provide an original 'Declaration of honour on exclusion criteria and absence of conflict of interest' and if applicable, the consortium and subcontracting declarations. The applicable forms are available in the procurement documents.

## 4. selection criteria

Documentation concerning selection criteria must specifically relate to the candidate/tenderer, i.e. to the company submitting an application/tender in the framework of this procurement procedure.

In order to meet the selection criteria related to economic and financial capacity or technical and professional capacity, an economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources



necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

In case of a joint application/offer submitted by a consortium or in the case of subcontracting, the candidate/tenderer shall provide the information and documentation listed below in **point 15**.

## 5. capacity documentation (selection criteria)

On Eurojust's request, the successful candidate/tenderer shall submit the original certificates / documents to Eurojust for conformity check prior to the signature of the contract.

In such case, please note that the signature of the contract between Eurojust and the successful tenderer will be conditional upon provision of the original certificates / documents from the successful candidate/tenderer.

## 6. language of the application/tender

Applications/tenders must be submitted in one of the official languages of the European Union. Since Eurojust's working language is English, Eurojust would highly appreciate to receive applications/tenders written in English.

## 7. packaging the application/tender

Applications/tenders must be submitted using the double envelope<sup>1</sup> system – i.e. sealed envelope(s) itself enclosed within a second sealed envelope - in order to guarantee the confidentiality and integrity of data.

Both the **outer and the inner envelope(s)** shall be sealed with adhesive tape, signed across the seal and carry the following information:

### TENDER FOR EUROJUST

Procurement Procedure Ref. No. ....

Procurement Procedure Title: .....

### TENDER – NOT TO BE OPENED BY THE INTERNAL MAIL DEPARTMENT

Name of the Candidate/Tenderer: .....

Address of the Candidate/Tenderer: .....

.....  
.....

The **inner envelope(s)** shall contain the elements specified in point 3 of the 'Invitation to tender'/'Invitation to apply`.

<sup>1</sup> Appropriate packages may be used (e.g. boxes) if necessary



## 8. dispatching the application/tender

Applications must be dispatched no later than the `Deadline for dispatching applications` date indicated in **Point 2.1** of the `Invitation to apply` and can be sent by registered mail, courier service or hand delivery, to the addresses specified below.

Tenders must be dispatched no later than the `Deadline for dispatching tenders` date indicated in **Point 2.1** of the `Invitation to tender` and can be sent by registered mail, courier service or hand delivery, to the addresses specified below.

By registered mail to:

Eurojust - Procurement Office  
PO Box 16183  
2500 BD The Hague  
Netherlands

By hand delivery or courier service to:

Eurojust - Procurement Office  
Maanweg 174 (Mail reception at Regulusweg – Post 6)<sup>2</sup>  
2516 AB The Hague  
Netherlands

In the event of hand delivery, the application/tender must be **received** by Eurojust no later than **16:00hrs** of the above-mentioned deadline.

Applications/tenders sent by other means (e.g. by e-mail or fax) or dispatched later than the above-mentioned deadline will be rejected.

## 9. proof of dispatch for registered mail and courier service

The candidate/tenderer shall dispatch its application/tender to the postal or courier service by the deadline specified in point 8 at the latest.

As a proof of meeting the deadline, the date of dispatch shall be clearly indicated on the outer envelope of the application/tender.

In addition, the candidate/tenderer shall obtain a receipt of delivery issued by the postal or courier service clearly indicating the date of dispatch.

## 10. proof of dispatch for hand delivery

The candidate/tenderer shall hand in its application/tender to the Eurojust official taking delivery by **16:00hrs** of the deadline specified in point 8 above.

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<sup>2</sup> Opening hours: from Monday to Friday from 09:00 to 16:00, except on Eurojust official holidays. See website for more information.



As a proof of dispatch, the candidate/tenderer shall request a receipt, signed and dated by the Eurojust official taking delivery, clearly indicating the date and time when the Eurojust official took delivery of the application/tender.

In order to ensure punctual hand delivery, the candidate/tenderer is strongly advised to take into account the time needed for security checks when entering the Eurojust building and for the actual handover of its application/tender to the Eurojust official in charge of taking delivery. Eurojust may not be held liable for any delays incurred by the candidate/tenderer when in Eurojust's premises; the candidate/tenderer alone is responsible for ensuring that its application/tender is delivered on time.

## 11. public opening session

Tenders are opened by an opening board, whose members are appointed by Eurojust under guarantee of impartiality and confidentiality. If so stated in the Invitation to Tender/ Contract Notice, the opening session is public.

## 12. formal opening requirements

The main aim of the opening session is to check whether the applications/tenders received are compliant with the following formal requirements:

- the application/tender was not dispatched later than the dispatch deadline,
- the package containing the application/tender is sealed, in order to guarantee the confidentiality and integrity of data,

If applications/tenders are not compliant with any of the above requirements they may be rejected.

The opening board will also carry out the following administrative check during the opening session:

- the tender contains information and documentation required in the procurement documents,
- if applicable, the technical proposal and the financial proposal are signed.
- if applicable, a USB flash drive of the tender has been included.

## 13. attending the opening session

The opening session will take place at Eurojust's premises on the date and time indicated in the procurement documents. If the opening session is public, one representative per tenderer is allowed to attend the opening session as an observer.

Should a tenderer wish to be present, it shall inform Eurojust of the name of its representative by email ([procurement@eurojust.europa.eu](mailto:procurement@eurojust.europa.eu)) or by fax (+31 70 412 5585), not later than the date and time indicated in the procurement documents.

For security reasons, tenderers who do not register within the given deadline will not be allowed to attend the opening session.

Following the opening session, and if so requested in writing, **all tenderers can receive the record of the opening session** including the names of the entities who have submitted an offer.

## 14. application / tender evaluation session

Applications/tenders complying with the formal opening requirements checked during the opening session are evaluated in three stages by an evaluation committee, whose members are appointed by Eurojust on a personal basis under guarantee of impartiality and confidentiality.

The evaluation committee first discusses the eligibility of the candidate/tenderer to participate in the procurement procedure.

The evaluation committee then checks the capacity of the candidate/tenderer to perform the contract against the selection criteria. If one of the relevant criteria is not positive, its application/tender may not be further evaluated.

Afterwards, each member of the evaluation committee evaluates the technical and financial proposals and awards a score against the pre-defined award criteria.

In case of joint applications/offers submitted by consortia and in case of subcontracting, the exclusion, selection and award criteria are assessed in compliance with the terms and conditions specified in **point 15** below.

**N.B.** The evaluation procedure is confidential. The deliberations of the evaluation committee are held in closed session and its recommendations are collective. The members of the evaluation committee are bound to secrecy.

## 15. conditions regarding joint applications / offers submitted by consortia and subcontracting

### 15.1. consortia general

Groups of economic operators (consortia) are authorised to submit applications/tenders (joint applications/offers). In this case, each member of the consortium shall fulfil the requirements and accept the terms and conditions set out in the procurement documents.

The members of the consortium shall designate one member as Consortium Leader with full authority to bind the consortium and each of its members. The Consortium Leader shall act as a single point of contact with Eurojust in connection with the present procurement procedure.

Eurojust may not demand that consortia must have a given legal form in order to be allowed to submit an application/tender. However, the consortium selected may be required to adopt a given legal form after it has been awarded the contract and before the contract is signed, if this change is necessary to the proper performance of the contract.

Any change in the composition of the consortium during the procurement procedure may lead to the rejection of the corresponding application/tender. Any change in the composition of the consortium after the signature of the contract may lead to the termination of the contract.

### 15.2. documentation and information to be provided

In the section of the application/tender related to the candidate's/tenderer's eligibility and corporate capability, the consortium shall clearly specify the role and tasks of each member of the consortium.

In addition, each member of the consortium must provide the following:

- Documentation related to its eligibility to tender;

- Documentation related to its technical and professional capacity (documentation to be provided by each member of the consortium to the extent of its respective share of tasks).
- Documentation related to its economic and financial capacity;
- Documentation related to its legal capacity;
- A letter of intent, designating the Consortium Leader and ensuring the proper execution of the respective share of tasks if the Consortium is awarded the contract.

### 15.3. assessment of consortia

Joint offers submitted by consortia will be assessed as follows:

The exclusion criteria and the selection criteria for the legal capacity will be assessed in relation to each member of the consortium individually;

The selection criteria for the economic and financial capacity will be assessed as follows:

- For criteria set as minimum viability standards on financial and economic standing (e.g. by means of appropriate statements from banks or balance sheets), an individual evaluation will be made;
- For criteria that are deemed to be achieved above a certain level (e.g. overall turnover or turnover with respect to the area covered by the contract), a consolidated assessment – all members of the consortium together – will be made;

The selection criteria for the technical and professional capacity will be assessed in relation to the combined capacities of all members of the consortium, as a whole;

The award criteria will be assessed in relation to the tender.

Since all members of the consortium are jointly and severally liable towards Eurojust for the performance of the contract, statements included in the joint offer saying, for instance:

- that each member of the consortium will be responsible only for a specific part of the contract, or
- that a separate contract should be signed with each member of the consortium if the joint offer is successful,

are incompatible with the principle of joint and several liability.

Eurojust will disregard any such statement contained in a joint offer, and it reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the procurement documents.

**N.B.** If a member of the consortium does not fulfil one of the exclusion or selection criteria, the whole consortium may be excluded.

### 15.4. consortia contract implementation

Once the Contract has entered into force, all members of the consortium shall be jointly and severally liable towards Eurojust for the performance of the Contract, they shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the services.

The Consortium Leader – duly authorised by the other members of the consortium – will be entitled to sign any contractual documents; it shall act as a single point of contact with Eurojust in connection with the services to be provided under the Contract; it shall co-ordinate the provision of the services by the consortium members to Eurojust; it shall guarantee a proper administration of the Contract.

The composition of the consortium and the allocation of tasks among the members of the consortium shall not be altered without prior written information to Eurojust.

### 15.5. subcontracting general

The candidate/tenderer may subcontract the tasks specified in the procurement documents to other economic operators, as long as the supplies and/or services are provided in accordance with the specified requirements and have no impact on the prices proposed in its financial proposal.

In case of subcontracting the candidate/tenderer shall clearly state in the section of the application/tender related to the eligibility and capacity:

- which tasks it intends to subcontract and clearly indicate the roles, activities and responsibilities of the subcontractor(s),
- the volume or proportion of the activities likely to be subcontracted.

Any change in subcontracting during the procurement procedure may lead to the rejection of the corresponding application/tender. Any change in subcontracting after the signature of the contract may lead to the termination of the contract.

### 15.6. documentation and information to be provided

In the 'Invitation to tender' / 'Invitation to apply', **point 2.6** the contracting authority has set thresholds for the volume or proportion of activities that may be subcontracted. Depending on these thresholds the extent of documentation and information to be provided by subcontractors may vary.

### 15.7. assessment of subcontractors

In case of subcontracting, the application/tender will be assessed as follows:

the exclusion criteria and the selection criteria for the legal capacity (will be assessed in relation to each proposed subcontractor individually);

the selection criteria for the economic and financial capacity will be assessed as follows:

For criteria set as minimum viability standards on financial and economic standing (e.g. by means of appropriate statements from banks or balance sheets), an individual evaluation will be made;

For criteria that are deemed to be achieved above a certain level (e.g. overall turnover or turnover with respect to the area covered by the contract), a consolidated assessment – candidate/tenderer plus subcontractor(s) – will be made, depending on the extent to which the subcontractor(s) will put their resources at the disposal of the candidate/tenderer for the performance of the contract;

the selection criteria for the technical and professional capacity will be assessed in relation to the combined capacities of the candidate/tenderer and the subcontractor(s), as a whole, depending on the extent to which the subcontractor(s) will put their resources at the disposal of the candidate/tenderer for the performance of the contract;

The award criteria will be assessed in relation to the tender.

**N.B.** If a subcontractor does not fulfil one of the exclusion or selection criteria, the candidate/tenderer may be excluded.



## 15.8. subcontracting contract implementation

Once the contract has entered into force, the successful tenderer shall retain full liability towards Eurojust for the performance of the contract as a whole. Eurojust will not have any direct legal commitment with the subcontractor(s).

During the execution of the contract, the contractor will need Eurojust's express authorisation to replace a subcontractor with another subcontractor and/or to subcontract tasks for which subcontracting was not envisaged in the original tender, in compliance with the provisions on subcontracting foreseen in the contract.

## 16. signature of the contract with the successful tenderer

### 16.1. eligibility documentation (exclusion criteria)

The candidate/tenderer will have to provide the following documentation (**original documents**) related to the exclusion criteria indicated in **point 3** above. The moment when this documentation is required shall be further specified in the procurement documents and/or in the correspondence with candidates/tenderers.

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Please note that the signature of the contract between Eurojust and the successful tenderer will be conditional upon provision of the documentary evidence from the successful tenderer.

**IMPORTANT NOTICE:** As the time limit for submitting the above-mentioned documentation is in general 15 calendar days from the notification of the contract award, we strongly recommend that the tenderer starts gathering the requested documents (especially in case of joint venture/subcontracting, including the relevant documents for consortium partners/subcontractors as soon as possible in order to have the documents ready to be sent to Eurojust in case it is awarded the contract. This will allow reducing the time line to sign the awarded contract with Eurojust. However, Eurojust shall not



sign the Contract with the successful tenderer until a standstill period of 10 calendar days has elapsed, running from the day after the simultaneous dispatch by email of the notification to tenderers (those rejected and the successful tenderer).

## 16.2. additional administrative documentation

On Eurojust's request and within the time limit defined by Eurojust, the successful tenderer shall provide additional administrative documentation (e.g. legal entity form, financial identification form, VAT registration, etc.). Please note that the provision of the additional administrative documentation is necessary in order to prepare the contract and to authorise payments.

## 17. electronic exchange of documents

It is intended that the ordering and invoicing documents will have to be exchanged between the contracting parties via electronic means.

At the request of Eurojust, the use of such applications will become mandatory during the performance of the contract.

The ordering procedure may cover the steps going from the request for offers to the signature of specific contracts or order forms.

The electronic documents are exchanged using the e-PRIOR platform, either via a system-to-system connection (web services) or through a web application (the Supplier Portal).

The related documentation can be found at:

[http://ec.europa.eu/dgs/informatics/supplier\\_portal/index\\_en.htm](http://ec.europa.eu/dgs/informatics/supplier_portal/index_en.htm)

Tenderers should be aware of the fact that other applications currently under development may be implemented on a voluntary basis during the contract execution.

## 18. protection of personal data

Personal data are processed in accordance with the requirements of the rules of procedure on the processing and protection of personal data at Eurojust, as published in OJ No C 68 of 19.3.2005, p. 1. (available on Eurojust website, at the address <http://www.eurojust.europa.eu>).

The information you provide will be only processed for the purpose of this specific procurement procedure and will only be accessed by those who need to do so for this purpose. For the purposes of safeguarding the financial interests of the Union, your personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office. Your personal data will be processed by the Budget, Finance & Procurement Unit of Eurojust (BFP) (the data controller).

In case you wish to exercise your rights as a data subject to access, correct, block or delete your personal data as defined in the Data Protection Rules of Eurojust, please contact the BFP Unit. You also have the right to put forward requests for information, enquiries or claims for an alleged breach of the Data Protection Rules of Eurojust to the Data Protection Officer.

## 19. Central Exclusion Database (CED)

The candidates/tenderers should be aware that the Central Exclusion Database will be consulted. The candidates/tenderers and, if they are legal entities, persons who have powers of representation, decision making or control over them, are informed that, should they be in one of the situations mentioned in:

- the Commission Regulation of 17.12.2008 on the Central Exclusion Database- CED (OJ L, 344, 20.12.2008, p. 12),

their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the CED, and communicated to the persons and entities listed in the above-mentioned Regulation, in relation to the award or execution of a procurement contract or grant agreement or decision.

## 20. disclaimer

Eurojust reserves the right to accept or reject any application/tender and to annul the process and reject all applications/tenders at any time prior to the contract signature, without thereby incurring any liability to the affected economic operators.

Eurojust will not be responsible for, or pay for, expenses or losses that may be incurred by the candidate/tenderer in the preparation of its application/tender and/or during the evaluation period.

Where the procurement documents refer to 'tenderer'/'candidate' it shall be considered as 'contractor' after signature of the contract(s).

Product names and trademarks: whenever the procurement documents mention a specific product name or trademark and a sufficiently precise and fully intelligible description is not possible, such mention should be understood as referring to that product or its equivalent.

Once the contract has entered into force, the prices indicated in the financial proposal of the successful tenderer may be revised under the conditions laid down in the contract.

## 21. implications of submitting an application/tender

All documents submitted by the tenderer shall automatically become the property of Eurojust and are deemed confidential.

Applications/tenders shall be submitted strictly in accordance with the conditions set out in the procurement documents. If any other conditions are attached to or referred to in the application/tender, the candidate/tenderer should declare that such conditions are entirely withdrawn.

The period of validity of the tender, during which the tenderer may not modify the terms of the tender in any respect, must be at least five months following the deadline for dispatching tenders. The **successful tenderer** must maintain its offer for a further four months from the date of the written notification of Eurojust's intention to award it the contract.

Eurojust reserves the right to decline without further comment any proposal that does not accept its model contract



The very fact of submitting an application/tender in response to this call for tenders implies that you:

- Accept all terms and conditions as stipulated in the procurement documents;
- Waive your own terms of business;
- Accept the model contract.

Eurojust reserves the right to decline without further comment any tender that does not accept its model contract.

In case candidates/tenderers would like to raise objections or ask questions about the procurement documents they should comply with the procedure indicated in **point 2** above.

## 22. complaints

If you require further information on calls for tenders or related matters, please contact us at:

**Eurojust**  
Procurement Office  
PO Box 16183  
2500 BD The Hague  
Netherlands  
Fax: +31 70 412 5585  
E-mail: [procurement@eurojust.europa.eu](mailto:procurement@eurojust.europa.eu)

The court responsible for hearing appeal procedures is the General Court of the European Union (<http://curia.europa.eu>).

The European Ombudsman investigates complaints about maladministration in the institutions and bodies of the European Union (<http://www.ombudsman.europa.eu>).