



**ANNEX I TO CONTRACT .....**

**Open call for tender - Framework contract for the supply of  
laboratory products in 2 lots**

**JRC/IPR/2019/OP/1024**

**TENDER SPECIFICATIONS**

**Part 2: Technical Specifications**

**Lot 1: Chemicals and reagents**

**Lot 2: Cloning, microbiology and reagents**

<b>TABLE OF CONTENTS</b>
--------------------------

1. INTRODUCTION.....	2
2. SUPPLY REQUIREMENTS – BOTH LOTS .....	2

## 1. INTRODUCTION

### 1.1 GENERAL BACKGROUND

The mission of the JRC is to provide scientific support to the development and implementation of EU policies related to health and consumer protection. The JRC carries out research to improve the understanding of potential health risks posed by chemicals, biocides, genetically modified organisms, contaminants released from food contact materials and consumer products.

JRC activities focus on the following scientific objectives:

- Validation of methods to detect genetically modified organisms (GMOs) in food and feed;
- Development and validation of alternative testing methods to replace, reduce or refine the use of laboratory animals in biomedical sciences;
- Assessment of risks to health and environment from chemical substances and management of related information service;
- Evaluation and quantification of exposure to environmental stressors (such as chemicals, biological contaminants, UV radiation and noise);
- Development, validation and use of advanced processing techniques and test methods for the qualification of biocompatible materials, medical devices and health diagnostics.

Given the above context this procedure is a call for the supply of chemicals and cloning, microbiology and reagents in two lots:

- Lot 1: Chemicals and reagents;
- Lot 2: Cloning, Microbiology and Reagents.

## 2. SUPPLY REQUIREMENTS – BOTH LOTS

### 2.1 GENERAL CONDITIONS

Due to the various product typologies requested, the present call for tender has been divided into 2 lots.

The JRC will sign a separate framework contract with the successful tenderer of each lot.

Tenderers have the right to participate for one or both lots.

In case of a company wins more lots, **only one FWC** will be established for all the lots assigned.

Signature of the FWC imposes no obligation on the contracting authority to purchase. Only performance of the FWC through order forms is binding on the contracting authority.

For each lot, a reference list of products is indicated in the correspondent Annex A and B of the technical annex.

## **2.2 PRICE OFFER**

Tenderers shall present their best offer for each lot tendered for.

### **(1) Price list**

For each lot there is a list with specified products that are needed on a regular basis by JRC Ispra (Annex A and B).

This list will serve to compare prices contained in offers received and will be attached as an effective price list to the framework contract.

This information shall be part of Annex II to the framework contract.

The list shall not limit the possibility of JRC Ispra to order other types of chemicals and consumables which may be provided by the contractor and described the contractor's general catalogue.

For each lot tendered the tenderer shall present their best offer for all the products described in the correspondent reference list (Annex A and B), specifying, for each product:

- 1) the name of the producer
- 2) the quantity per packing
- 3) the producer's public official catalogue price in Euro
- 4) the percentage of discount offered to the Commission (in %)
- 5) the discounted price in Euro
- 6) the total price for the estimated quantity of product per year

The "Estimated quantity of product per year" is only an indication of the total quantity per product (in terms of weight or volume) that could be ordered per year and is intended only as information for the purpose of the award of the contract. It does not constitute a commitment for the contracting authority.

**Tenders not able to provide offers for all the products listed in Annex A for Lot 1 or Annex B for Lot 2 will not be taken into consideration.**

### **(2) General Catalogue**

The tenderer shall provide the Commission its general catalogue applicable on the date on which he/she submits his/her offer. Web-based catalogues are also accepted.

The tenderer's general catalogue will be used for unspecified products (not listed in the price list above).

The contractor's general catalogue shall give a detailed description of each product subject to delivery by the Contractor. The catalogue must describe the characteristics and product information to enable the reader to precisely identify the product. For each product, a price shall be given per delivery-unit. Delivery units shall be described and quantified in a clear and comprehensive manner.

The discounts provided for in the list shall also be applied to the catalogue prices for the same category of product.

The catalogue must be available at least in one of the official EU languages.

**Both the price list and the general catalogue of the winning tender shall be attached and be integral to the contract as part of Annex II.**

#### **Specific requirements (to be included in the offer)**

1. The percentage discount from the producer public catalogue shall be fixed and not subject to revision for orders placed during the entire duration of the contract.
2. Prices per pack shall be fixed and not subject to revision for orders placed during the first year of performance of the contract. From the beginning of the second year of performance of the contract, prices may be revised in accordance with Article I.3.2 of the draft contract.
3. For all the products one or more size of pre-packages<sup>1</sup> is specified: tenderers shall specify, when the packaging provided is different from those indicated, the closest quantity unit of packaging to that requested.
4. When tenderers are not able to offer one or more of the products, they may submit an alternative equivalent product (with exactly the same quality composition). It shall be for the tenderer to justify this equivalence.
5. Lot 1 only: the tenderers shall indicate the purity grade of each product.
6. Tenderers shall present their entire product catalogue, including all product categories. The percentage of discount per category of products will be applied to all the products of the same category.
7. The time required for the delivery of each product must be **specified**.
8. Packing and containment systems shall be described in detail, as described in MSDS sheet.

9. For the chemical shipment, the packing must contain the MSDS of each product.
10. Storage conditions shall be specified including temperature on the outside of the package.
11. The tenderers shall also declare that they can provide, upon request from the Contracting Authority, the certificate of analysis for each of the products indicated in their tender (listed in Annex A and in their catalogue).

### **2.3 Quality control of the products**

The Commission has the right, whenever it deems it necessary, to visit the premises of the contractor in order to check the execution modalities of the present framework contract and the status of the stocks of the products.

The Commission has the right to control periodically whether the quality of the products delivered corresponds effectively to the samples described in the contractor's offer.

Furthermore, the contractor shall provide an analysis certificate for each delivered product for which the purity or content is specified in the order.

Failure in quality in any respect may lead the JRC to apply a penalty to the final payment commensurate with the nature of the non-compliances identified in line with Article II.11 Liquidated damages.

### **2.4 Practical implementation of the Contract**

#### **Electronic ordering system**

Tenderers shall demonstrate the possession of an informatics system based on Internet links allowing the issuing of orders on-line.

Orders will be placed through the web ordering application or, exceptionally (e.g. in case of computer breakdown or temporary unavailability of the web application), by means of order forms (see Annex IV to the contract). These orders will be placed only by duly authorised staff within JRC-Ispra.

It shall be possible to grant the order-placing exclusively to a determined number of authorised persons. The JRC-Ispra will indicate a restricted number of members of its staff, who will be authorised to place orders by making use of a user ID and a password which are registered by the on-line system. A list giving the names and details of these authorised staff members will be communicated to the Contractor at the moment of the signature of the Framework Contract. This authorised persons list may be updated at any time throughout the duration of the contract.

The authorised JRC staff shall receive clear instructions (through a training session or by the dispatch of a manual) from the Contractor regarding the modalities to place orders on-line.

The Contractor has to make sure to have the necessary technical and (IT) assistance at disposal in case of need. The web ordering application must be easily accessible and offer a high grade of continuity, stability and efficiency.

Failure in the web-ordering and the back-up option to provide a seamless supply in accordance with the terms of the framework contract and relevant order forms may lead to liquidated damages to be applied for each day of delay until the ordering system is restored.

The JRC must have access on a daily basis to all data related to the orders placed by its staff, such as delivery dates and information related to the invoices.

The web ordering system shall have the possibility to add drop-down lists (or similar features) where the user can choose or enter certain information which will be mentioned on the delivery slip and on the invoice.

JRC shall provide the content of the drop down lists (if applicable) after contract signature.

The web ordering system shall provide the users with up to date information on availability of products.

**The system shall include the following characteristics:**

- A. Detailed products description
- B. Possibility to check orders status and history
- C. Security: placement of orders shall be protected by passwords
- D. Receive an e-mail confirmation shortly after the submission of an order.

Whenever the Commission wishes goods to be supplied pursuant to the contract, it shall send an electronic order form to the contractor, specifying the terms of supply of the goods, such as quantity, designation, quality, price, place of delivery and time allowed for delivery, in accordance with the conditions laid down in the contract.

Orders shall be restricted to only those categories of products covered by this framework contract, listed and present in the general catalogue.

The contractor shall inform, every three months, the contracting authority in writing about the characteristics, price and discount of all new products included in the catalogue. The percentage of discount indicated in the offer for each category of products will remain fixed for the total duration of the contract and will be applied to the new products of the same categories.

Confidentiality of transactions shall be ensured.

**Acknowledgement of receipt**

The acknowledgement of receipt document shall contain the following information:

- Date of the order
- Name of the authorised JRC officer placing the order
- Contract ID
- Drop down list (or similar) information
- Details of the ordered products
- Availability of the products

- Price per unit and the global price for the quantity of the product ordered
- Additional fees
- Date and terms of delivery

## Deliveries

Timing from the working day of the placing of an order:

Type of products	Acknowledgement of receipt	Delivering time
Items in stock	1 working day	within 7 working days*
Item non in stock	1 working day	must be communicated within 5 working days **

- \* - unless a particular preparation is required of the product (e.g. primers, probes)
- a specific delivery date is indicated on the order by the JRC technical responsible.

\*\* if the delivery date is not acceptable, the JRC shall have the right to cancel the order.

Deliveries will be made to JRC's central store ("magazzino") and will take place on working days except on public holidays of the JRC, from Monday to Thursday between 8h30 and 12h00 and between 14h00 and 17h00 and on Friday between 8h30 and 12h00 and between 14h00 and 15h45.

The delivery of products must be accompanied by invoice(s) and MSDS sheets.

The invoice shall contain the following information about the related supplies:

- Name of the JRC officer that placed the order
- Contract ID
- Drop down list (or similar) information
- Product's prices and amounts
- Additional fees
- order reference
- Delivery reference
- Invoice reference

## Customer support

The tenderer must be able to offer the availability of a customer support team on working days inside normal working hours. This team must be constituted of competent people who can give detailed information and clarification regarding the products requested and their characteristics.

## Safety requirements

All delivered articles have to comply with the applicable regulatory safety requirements for chemicals and equipment.

All deliveries of chemicals shall be organised in accordance with the transport regulation for hazardous substances.