

Case T-365/00

Alsace International Car Service SARL (AICS)

v

European Parliament

(Public contracts for the provision of services — Transport of persons using vehicles with drivers during sessions of the Parliament in Strasbourg — Conformity with French law)

Judgment of the Court of First Instance (Fifth Chamber), 11 June 2002 . . . II-2721

Summary of the Judgment

1. *Actions for annulment — Action brought against a decision merely confirming an earlier decision — Inadmissible — Definition of a confirmatory decision — Identical decision taken after re-examination of the circumstances — Excluded from the definition*
(Art. 230 EC)

2. *European Community public procurement — Conclusion of a contract following an invitation to tender — Discretion of the institutions — Judicial review — Limits*

1. An application for annulment brought against a decision which merely confirms an earlier decision is inadmissible. A decision is a mere confirmation of an earlier decision where it contains no new factors as compared with the earlier measure and is not preceded by any re-examination of the situation of the addressee of the earlier measure. The fact that the Parliament does not resile from its initial view after conducting a fresh examination of the arguments put forward by the addressee of the earlier measure is not sufficient to allow a decision to be regarded as purely confirmatory of an earlier decision.
2. In procedures for the award of a contract following a call for tenders, the Community institutions are required to ensure that the conditions laid down in an invitation to tender do not induce potential tenderers to infringe the national legislation applicable to their business. Since the interpretation of national law is a matter solely for the national authorities, the Community Court has merely to determine whether the contracting institution, in a decision rejecting a request made by tenderer whose tender was not accepted concerning the validity of the contract entered into by that institution and the successful tenderer, committed a manifest error of assessment in its interpretation of the national legislation.

(see paras 30, 35)

(see para. 63)