

OPEN CALL FOR TENDERS N° 2014-02/LEGAL-SERVICES-ECJ

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FRAMEWORK SERVICE CONTRACT FOR PROVISION OF LEGAL SUPPORT TO THE COMMUNITY PLANT VARIETY OFFICE

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TENDER SPECIFICATIONS

1. Title of contract

Framework service contract for provision of legal support to the Community Plant Variety Office.

EU Official Journal Ref.: Contract notice published in the EU Official Journal number *2014/S 074-126977 of 15 April 2014.*

Our Ref.: 2014-02/LEGAL-SERVICES-ECJ
"Framework Service Contract for provision of legal support to the Community Plant Variety Office".

2. Purpose and context of the contract

The Community Plant Variety Office (CPVO), located at Angers (France), is a decentralized agency of the European Union. It manages a system for the protection of intellectual property rights relating to plant varieties across the European Union. Detailed information on the CPVO may be found at <http://www.cpvo.europa.eu>.

According to Article 30 of Council Regulation (EC) 2100/94, the CPVO has legal personality and enjoys the most extensive legal capacity accorded to legal persons under the laws of the Member States. The CPVO is represented by its President.

The CPVO intends to conclude a framework service contract (hereinafter referred to as "the FWC") to ensure the best defense of its interests in cases before the Court of Justice of the European Union (EU) or the national Courts of France. The CPVO requests the provision of external legal support in order to reinforce its overall capacity regarding such litigation, legal advice and legal proceedings.

This call for tender is divided into five lots, as follows:

- Lot 1 – Provision of legal support before the Court of Justice of the EU in English and French.
- Lot 2 – Provision of legal support before the Court of Justice of the EU in English and Dutch.
- Lot 3 – Provision of legal support before the Court of Justice of the EU in English and German.
- Lot 4 – Provision of legal support before the Court of Justice of the EU in English and Spanish.
- Lot 5 – Provision of legal support before the Court of Justice of the EU in English and Italian.

Tenderers may submit an offer covering one lot or several lots. They must clearly indicate for which lot(s) they are applying. A separate offer must be submitted for each lot.

Each awarded FWC will correspond to one or several lots depending on the content of the selected offer(s).

The services required by the CPVO under the FWC(s) to be awarded as a result of this call for tender are detailed in the Terms of Reference in Section 3.2 below.

3. Subject of the FWC

3.1. Scope of the project

The purpose of the FWC is to provide legal support to the CPVO under the supervision of its Legal Unit and its President.

3.2. Terms of Reference

The Terms of Reference will become part of the FWC that may be awarded as a result of this open procurement procedure.

3.2.1 Lot 1 – Provision of legal support before the Court of Justice of the EU in English and French

The CPVO is looking for a highly qualified law firm that may provide legal support and advice to the CPVO in the performance of its activities, with particular regard to litigation and legal proceedings before the Court of Justice of the European Union (EU).

The tenderer should be able to work in both written and oral proceedings in excellent English and French. The tenderer is expected to provide translation of all documents relating to the legal proceedings concerned from French into English and to communicate with the CPVO in excellent English.

It is expected that the legal support and advice will cover the following areas:

- litigation relating to Intellectual Property Rights in the EU (before the Court of Justice of the EU);
- litigation relating to Plant Variety Rights in the EU (before the Court of Justice of the EU);
- more specifically, but not exhaustively, legal analysis, drafting of pleadings, defending the CPVO before the Court of Justice of the EU and any other kind of support and advice regarding cases standing before the Court of Justice of the EU.

3.2.2 Lot 2 – Provision of legal support before the Court of Justice of the EU in English and Dutch

The CPVO is looking for a highly qualified law firm that may provide legal support and advice to the CPVO in the performance of its activities, with particular regard to litigation and legal proceedings before the Court of Justice of the European Union.

The tenderer should be able to work in both written and oral proceedings in excellent English and Dutch. The tenderer is expected to provide translation of all documents relating to the legal proceedings concerned from Dutch into English and to communicate with the CPVO in excellent English.

It is expected that the legal support and advice will cover the following areas:

- litigation relating to Intellectual Property Rights in the EU (before the Court of Justice of the EU);
- litigation relating to Plant Variety Rights in the EU (before the Court of Justice of the EU);
- more specifically, but not exhaustively, legal analysis, drafting of pleadings, defending the CPVO before the Court of Justice of the EU and any other kind of support and advice regarding cases standing before the Court of Justice of the EU.



3.2.3 Lot 3 – Provision of legal support before the Court of Justice of the EU in English and German

The CPVO is looking for a highly qualified law firm that may provide legal support and advice to the CPVO in the performance of its activities, with particular regard to litigation and legal proceedings before the Court of Justice of the European Union.

The tenderer should be able to work in both written and oral proceedings in excellent English and German. The tenderer is expected to provide translation of all documents relating to the legal proceedings concerned from German into English and to communicate with the CPVO in excellent English.

It is expected that the legal support and advice will cover the following areas:

- litigation relating to Intellectual Property Rights in the EU (before the Court of Justice of the EU);
- litigation relating to Plant Variety Rights in the EU (before the Court of Justice of the EU);
- more specifically, but not exhaustively, legal analysis, drafting of pleadings, defending the CPVO before the Court of Justice of the EU and any other kind of support and advice regarding cases standing before the Court of Justice of the EU.

3.2.4 Lot 4 – Provision of legal support before the Court of Justice of the EU in English and Spanish

The CPVO is looking for a highly qualified law firm that may provide legal support and advice to the CPVO in the performance of its activities, with particular regard to litigation and legal proceedings before the Court of Justice of the European Union.

The tenderer should be able to work in both written and oral proceedings in excellent English and Spanish. The tenderer is expected to provide translation of all documents relating to the legal proceedings concerned from Spanish into English and to communicate with the CPVO in excellent English.

It is expected that the legal support and advice will cover the following areas:

- litigation relating to Intellectual Property Rights in the EU (before the Court of Justice of the EU);
- litigation relating to Plant Variety Rights in the EU (before the Court of Justice of the EU);
- more specifically, but not exhaustively, legal analysis, drafting of pleadings, defending the CPVO before the Court of Justice of the EU and any other kind of support and advice regarding cases standing before the Court of Justice of the EU.

3.2.5 Lot 5 – Provision of legal support before the Court of Justice of the EU in English and Italian

The CPVO is looking for a highly qualified law firm that may provide legal support and advice to the CPVO in the performance of its activities, with particular regard to litigation and legal proceedings before the Court of Justice of the European Union.

The tenderer should be able to work in both written and oral proceedings in excellent English and Italian. The tenderer is expected to provide translation of all documents relating to the legal proceedings concerned from Italian into English and to communicate with the CPVO in excellent English.

It is expected that the legal support and advice will cover the following areas:

- litigation relating to Intellectual Property Rights in the EU (before the Court of Justice of the EU);
- litigation relating to Plant Variety Rights in the EU (before the Court of Justice of the EU);
- more specifically, but not exhaustively, legal analysis, drafting of pleadings, defending the CPVO before the Court of Justice of the EU and any other kind of support and advice regarding cases standing before the Court of Justice of the EU.



3.3. Place of execution of the FWC(s)

The tasks related to the legal support before the Court of Justice of the EU are expected to take place in Luxemburg or, if deemed necessary by the CPVO, at the CPVO premises or anywhere else in Europe.

4. Participation in the tendering procedure

Participation in tendering procedures is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the EU in the field of public procurement on the conditions laid down in that agreement.

5. Documentation for tenderers

- Invitation to tender
- Tender specifications
- Annex to the tender specifications: draft framework service contract
- The website <http://www.cpvo.europa.eu>

6. Variants

Variants are not admitted. The tenderer has to decide what will be the proposal which, in his opinion, corresponds as much as possible to the specifications.

7. Duration of the FWC

The initial term of the FWC shall be one year, renewable annually by joint agreement between the parties by an exchange of letters, subject to availability of budget and satisfactory execution of the FWC. The total duration of the FWC may not however exceed four consecutive years, including the initial term.

8. Volume of FWC

The CPVO is budgeting for a maximum of EUR 25000,- (VAT excluded) per case for the assignments ordered during the initial period of the FWC.

9. Price

- The price quoted must be fixed and not subject to revision during the initial term of the FWC.
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union
- , the CPVO is exempt from all charges, taxes and dues, including value added tax; such charges may not therefore be included in the calculation of the price quoted. The VAT amount must be indicated separately.
- The price tendered must be all-inclusive and expressed in euro, including for countries which are not part of the euro zone. For tenderers in countries which do not belong to the euro zone, the price quoted may not be revised in line with exchange rate movements. It is for the tenderer to select an exchange rate and assume the risks or the benefits deriving from any variation.

10. Terms of payment

Services shall be invoiced after performance of services.



On final completion of a service, a final statement of delivery shall be issued by the Contractor, summarizing the main tasks performed, including a detailed timesheet (name of the person, function, description of the activity, time spent, rate). This statement shall be approved by the CPVO.

Invoices for expenses not covered by the tender specifications shall require presentation of supporting documentation.

The invoicing address is: Community Plant Variety Office (CPVO)
3 Boulevard Maréchal Foch – CS 10121
F – 49101 ANGERS CEDEX 2 (France)

11. Contractual terms

In drawing up its tender, the tenderer should bear in mind that the terms of the FWC will govern the contractual relationship between the CPVO and the tenderer. **Any limitation, amendment or denial** of the terms of the FWC will lead to outright **rejection** of the tender.

Signature of the FWC imposes **no obligation** on the CPVO to sign Specific Contract(s) or Order Form(s) with the tenderer. Only implementation of the FWC through signed Order Forms or signed Specific Contracts as awarded are binding on the CPVO.

The CPVO may, before the FWC is concluded, either abandon the procurement procedure or cancel the award procedure without the tenderer being entitled to any indemnification or compensation.

12. Implementation of the FWC

The FWC will be implemented through Specific Contracts or Order Forms, to be issued over the period of validity of the FWC.

The Specific Contracts or Order Forms will describe in detail the particular tasks and services needed, as well as the duration for their performance.

13. Organisation of work

Within the CPVO, the FWC will be managed by the Legal Unit and the President of the CPVO.

The Contractor appoints one coordinator and a substitute. All exchanges of deliveries and information should be carried out by the coordinator or, in case of their prevention, by his/her substitute.

The tenderer's coordinator shall:

- maintain all contacts with the Legal Unit and the President of the CPVO;
- transfer all documents related to the legal assistance carried out;
- ensure compliance with deadlines.

The Legal Unit or the President of the CPVO will issue requests for legal assistance to the tenderer by Order Forms or Specific Contracts indicating the deadline for the requested service.

14. Deliverables

Each deliverable has to be submitted within a time limit set by the Legal Unit or the President of the CPVO in the Order Form or the Specific Contract.

The Legal Unit or the President of the CPVO will carry out a review of each deliverable, approve or reject it and may ask the tenderer for corrections and/or additional information.



Deliverables and corrections will be accepted only if they are carried out within the time limits set out in the Order Form or the Specific Contract. In case of failure to perform the tasks within these time limits the CPVO is allowed to impose liquidated damages in accordance with the FWC.

15. Criteria

15.1. *Exclusion criteria*

1. Candidates or tenderers are excluded from the tendering procedure where:
 - a) they are 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 have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
 - c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the FWC is to be performed;
 - e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the EU' financial interests;
 - f) following another procurement procedure or grant award procedure financed by the EU budget, they have been declared in serious breach of FWC for failure to comply with their contractual obligations.

2. Candidates or tenderers must prove that none of the situations mentioned in paragraph 1 apply to them.

A FWC may not be awarded to candidates or tenderers who, at the time of the procurement procedure:

- a) are subject to a conflict of interests;
- b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

15.2. *Selection criteria*

1. Financial and economic capacity

Proof of financial and economic capacity may be furnished by one or more of the following documents:

- a) appropriate statements from banks or evidence of professional risk indemnity insurance;
- b) the presentation of balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;
- c) a statement of overall turnover and turnover concerning the works, supplies or services covered by the FWC during a period which may be no more than the last three financial years.



If, for some exceptional reason which the contracting authority considers justified, the tenderer or candidate is unable to provide the references requested, he may prove his economic and financial capacity by any other means which the contracting authority considers appropriate.

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

2. Professional capacity

Professional capacity will be assessed on the basis of expertise, knowledge, efficiency, experience and reliability in the following areas:

- a) Capacity and experience relevant to all the tasks described under the Terms of Reference. The tenderer shall identify a team of lawyers to be involved, describing for each member of the team his/her skills. Team members must have the relevant skills, educational and professional background and experience to perform the services. Team members must have knowledge and solid experience in European intellectual property and/or plant variety law and litigation before the Court of Justice of the European Union of three years at least. They must have been individually involved in at least 3 cases before the Court of Justice of the European Union in the past 3 years. Proposed lawyers should be bound by a work contract with the tenderer for the duration of the FWC;
- b) Excellent oral and written communication skills in the languages required by the lot under point 3.2 of the Tender Specifications for which the tenderer is making an offer.

Evidence of professional capacity shall be furnished on the basis of the following documents:

- i) Certificates proving that the proposed team is composed of lawyers currently registered with a European Union bar association;
- ii) The Curriculum Vitae of the proposed team members showing that they have extensive knowledge and experience in intellectual property and/or plant variety law and in litigation before the Court of Justice of the European Union;
- iii) Language certificates or diplomas proving that the proposed team members are highly proficient in all the languages specified in the lot for which the tenderer is making an offer under point 3.2 of the Tender Specifications;
- iv) A list of the cases defended before the Court of Justice of the European Union that are relevant to European intellectual property and/or plant variety law during the past three years;
- v) A list of the principal services provided and supplies delivered in the past three years, with the sums, dates and recipients, public or private;
- vi) An indication of the proportion of the FWC which the service provider may intend to subcontract.

Where the services or supplies are provided to contracting authorities, evidence of performance shall be in the form of certificates issued or countersigned by the competent authority.

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

15.3. Award criteria

The FWC will be awarded to the economically most advantageous tender.

To determine the tender which offers the economically most advantageous tender the following award criteria will be applied:



- Criterion 1: composition of the team and the methodology

Capacity, competences and ability to provide the services requested and to cover the tasks as specified in point 3.2 as well as tools and methods for ensuring the quality of the legal services including linguistic skills.

Proposed methodology, especially as regards:

- o the continuity of support service ;
- o the prompt provision of required support; and,
- o the approach for legal project management.

This criterion will be rated on **60 points**.

- Criterion 2: management and organisation of the work

Overall management and organisation of the work as regards the tasks listed above under point 3.2 from both a legal and linguistic point of view, description of procedures in place to ensure the timely preparation of tasks, commitment on a maximum delay of three weeks to start a project and/or to replace an expert in default.

This criterion will be rated on **40 points**.

- The cost to the CPVO.

Point allocation system to the tenders:

The two criteria will be assessed respectively on 60 and 40 points; i.e. a total of 100 points. Only the tenders which will score a minimum of 60% of the points at each criterion and 60 points at the total will be considered for the final financial evaluation.

Award of the FWC:

Whether the tenderer has committed himself on a maximum delay of three weeks to start a project and/or to replace an expert in default as from the receipt of the order form, the FWC will be awarded to the tenderer who has submitted the tender offering the best quality/price ratio, insofar it has scored the minimum points required. This will be calculated by dividing the price by the number of points scored. The FWC will be awarded to the tender scoring the smallest ratio.

15.4. Presentation of the best tenders

Unless one tender stands out as offering the best value for money, the two tenderers with the lowest price per point may be invited to present their proposals before the final award decision is made. Following this presentation, each of the tenders shall be given a mark out of 10 for its overall quality. The FWC shall be awarded to the tender offering the lowest price per quality point.

16. Tenders

- The tender consists of all the documents referred to in this section.
- It may be drafted in any of the official languages of the European Union. Tenderers are however advised that the most widely used working languages within the CPVO are English and French.
- Tenders from consortiums of firms or groups of service providers (or contractors or suppliers, depending on the type of contract) must specify the role, qualifications and experience of each of the members or of the group.



- Proof of eligibility, a declaration that there are no conflicts of interest, and documents on exclusion and selection criteria must be supplied by each member of the consortiums of firms or groups of service providers (or contractors or suppliers, depending on the type of contract) submitting a single tender.
- All the documents required for the evaluation (exclusion, selection and award criteria) are as follows:
 1. Proof that none of the situations mentioned in paragraph 15.1 applies to the tenderers.
 2. Proof of eligibility under the national legislation of the seat or domicile of the tenderer.
 3. Proof of status and legal capacity, in the form of extracts from relevant registers.
 4. Proof of financial and economic capacity may be furnished by one or more of the following documents:
 - a) appropriate statements from banks or evidence of professional risk indemnity insurance;
 - b) the presentation of balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;
 - c) a statement of overall turnover and turnover concerning the works, supplies or services covered by the FWC during a period which may be no more than the last three financial years.
 5. Verification of technical and professional capacity: evidence of the technical and professional capacity of economic operators may, depending on the nature, quantity or scale and purpose of the supplies, services or works to be provided, be furnished on the basis of the following documents:
 - a) a list of the principal services provided and supplies delivered in the past three years, with the sums, dates and recipients, public or private;
 - b) an indication of the proportion of the FWC which the service provider may intend to subcontract.
 6. Declaration that there are no conflict of interests.

Tenderers must declare:

- that they do not have any conflict of interests in connection with the FWC. A conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- that they will inform the contracting department, without delay, of any situation constituting a conflict of interests or which could give rise to a conflict of interest;
- that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under this FWC;
- that they have not granted, have not sought, have not attempted to obtain and have not accepted, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the FWC.

The CPVO reserves the right to check the above information.

7. Details of the tender

It is in this section that each tenderer provides a practical, detailed description of the goods or services proposed for the performance of the FWC.



8. Financial bid

The terms of the tender must include:

- a daily fixed rate for services provided regarding litigation by a lawyer (in Luxemburg before the Court of Justice of the EU - travel and other expenses included);
- an hourly fixed rate for services provided *intra-muros* (on CPVO premises in Angers) by a legal expert (possible travel and hotel costs included);
- an hourly fixed rate for services provided *extra-muros* (on the premises of the Contractor) by a legal expert.

The attention of tenderers is drawn to the following points concerning the tender price:

- prices must be expressed in EUR (euro), net of all taxes and duties, under the penalty of the tender being invalidated, and must cover all services provided. Any travel and subsistence expenses incurred by the experts in providing services at CPVO premises in Angers or in Luxemburg shall be reimbursed by the CPVO separately, pursuant to Article II.9 of the FWC. Travel and subsistence expenses, to be reimbursable, must be actual, directly related to, and strictly necessary for, the carrying of the particular requested tasks.
- prices quoted shall be fixed and not subject to revision during the initial period of the FWC (one year);
- prices shall be revised by joint agreement between the parties on renewal of the FWC, the maximum term of which may not exceed four consecutive years, including the initial term of the FWC.

17. Bid preparation costs

Costs incurred in preparing and submitting tenders are borne by the tenderers and will not be reimbursed.

18. Submission

Companies interested in this FWC are requested to submit their tender **in duplicate** to the following address **no later than 6 June 2014:**

Community Plant Variety Office (CPVO)
3 Boulevard Maréchal Foch - CS 10121
F - 49101 ANGERS CEDEX 2 (France)

Tenderers may **submit their tender:**

- a) either by post, in which case **it must be sent by registered letter**;
- b) or by hand-delivery either by the tenderer in person or by an agent, including a courier service, to the CPVO Secretariat at the above address from 09:30 to 12:30 and from 14:30 to 16:00, Monday to Friday.

Proof of delivery may take the form of:

- the postmark; or
- the receipt dated and signed by the officer of the abovementioned department who took delivery of the parcel.

Tenders must be submitted in a sealed envelope, itself enclosed within a **second** sealed envelope. The inner envelope must bear, in addition to the name of the department to which it is addressed, as indicated in the invitation to tender, the words:



"INVITATION TO TENDER N° 2014-02/LEGAL-SERVICES-ECJ

Tender of

NOT TO BE OPENED BY THE MAIL SERVICE"

If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across that tape.

The tender must:

- be dated, bear the company stamp and be signed by the tenderer;
- be accurate, concise and perfectly legible so that there can be no doubt as to words and figures;
- include any document that will help the CPVO to evaluate the tenders on the basis of the award criteria listed in point 11 of this tender specification.

Incomplete or illegible responses may cause the tender to be rejected.

20. General conditions

Submission of a tender:

- implies acceptance of all the terms and conditions set out in this tender specifications and its annexes, including the draft framework service contract in Annex I;
- is binding on the tenderer to whom the contract is awarded for the duration of the FWC;
- implies that the Contractor waives his own conditions of sale or service.

The completion of a procurement procedure imposes no obligation on the CPVO to award the FWC.

21. Term of validity of tender

Three months from the submission date. Tenderers will be informed by mail whether or not their tender(s) has (have) been accepted.

A FWC will be concluded between the CPVO and the successful tenderer (hereinafter referred to as "the Contractor"). It will enter into force on the date of its signature. The initial term shall be for one year, renewable annually by joint agreement between the parties by an exchange of letters, subject to availability of budget and satisfactory execution of the FWC. The total duration of the FWC may not however exceed four consecutive years, including the initial term.

This FWC does not confer on the Contractor(s) any exclusive right to supply services to the CPVO. It does not in any circumstances represent an obligation on the part of the CPVO to buy services.

Order Forms or Specific Contracts for services will be placed as and when required. When an Order Form or a Specific Contract is placed, the Contractor shall supply the services in accordance with the tender specifications. Only orders placed in connection with the execution of the FWC are binding on the CPVO.

22. Terms of payment

Payments will be made within **30 calendar days** from the date of receipt of the invoice. The payment will be deemed to have been made on the day when the financial account of the Office is debited.

The Office may however defer payment if the services covered by the request for payment have been queried by the Office or if the particulars supplied are incomplete.

In the event of non-payment of invoices within the contractual period, the Contractor may send a reminder by registered letter. The Office shall then be bound to explain to the Contractor the reason for the delay and to



notify the likely payment date. Payments thus deferred shall not attract payment of interest or compensation on the part of the Office.

23. Contacts between tenderers and the CPVO

All contact between the tenderers and the CPVO is prohibited during the procedure.

In exceptional circumstances, however, the CPVO may provide additional information at the request of the tenderers solely for the purpose of clarifying the nature of the FWC.

Such requests for additional information must be made **in writing only** (letter, e-mail or fax) to one of the following addresses:

Post: Community Plant Variety Office
Legal Unit
3 Boulevard Maréchal Foch – CS 10121
F - 49101 ANGERS CEDEX 2 (France)

E-mail: mattina@cpvo.europa.eu

Fax: +33 (0)2 41 25 64 10

Provided a request has been made in good time, the information shall be sent to all tenderers no later than six calendar days before the closing date for submission of tenders or, for requests for information received less than eight calendar days before this date, as soon as possible after receiving the request.

24. List of annexes

The draft framework service contract in the Annex forms an integral part of this tender specifications.

