



CPVO • OCVV

Community Plant Variety Office
Office Communautaire des Variétés Végétales

OPEN CALL FOR TENDERS N° 2013-05/IT-DEV

FRAMEWORK SERVICE CONTRACT FOR THE DEVELOPMENT OF WEB SERVICES AND WINDOWS APPLICATIONS

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TENDER SPECIFICATIONS

1. Title of contract

« Assignment-based development of Web Services and Windows applications for the CPVO, using WebDev and PHP (Zend Framework), WinDev, as well as WinDevMobile programs ».

EU Official Journal Ref.: *Contract notice published in the EU Official Journal number 2013/S 089-150448 of 08 May 2013.*

Our Ref.: *2013-05/IT-DEV
« Assignment-based development of Web Services and Windows applications for the CPVO, using WebDev and PHP (Zend Framework), WinDev, as well as WinDevMobile programs ».*

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>.

The CPVO intends to conclude a framework service contract with a company specialized in the development of extranet sites under WebDev and PHP (Zend Framework) environment as well as WinDev client applications or WinDevMobile applications.

The tenderers undertake to supply the services described hereunder to the CPVO on the terms set out in this tender specification.

3. Subject of the contract

3.1. *Scope of the project*

The purpose of the framework service contract is the assignment-based development and setting up of various services accessible via CPVO's extranet site, as well as back-office programs evolution. The successful tenderer will carry out specification and Web and Windows application development tasks. The various developments considered above will be carried out under CPVO's control, which will also designate the experts among the alternate profiles proposed by the successful tenderer.

3.2. Place of services

According to the needs and circumstances, services may be carried out at the tenderer's premises (*extra-muros*) or shall be carried out at the CPVO (*intra-muros*). *Extra-muros* services shall constitute the main part of the services.

When necessary, tenderers may be called upon for missions abroad, among the various national examination offices located within the European Union.

3.3. Technical environment

The main characteristics of the technical environment of the CPVO are:

- Windows 7 64-bit, Windows 2003 Server and later versions;
- ORACLE 10g relational database and later versions;
- WinDev 17 and later versions client/server application development tools;
- WebDev 17 and later versions dynamic web interface development tools;
- WinDevMobile 17 and later versions;
- PHP Zend Framework using version 1.7.8 and later as well as its development environment Zend Studio and Zend Debugger;
- Web applications making use of web 2.0 technologies (HTML5, CSS, Ajax, jQuery, AngularJS...)
- XML schemas definitions and XML files

3.4. Conception of the requested services

The CPVO wishes to improve the various services offered to its customers – the owners of new plant varieties, institutes carrying out the technical examinations of these new varieties, amongst others – in particular by providing efficient online services.

Some of these services are already available; others are still to be specified and developed in collaboration with a service provider.

In any circumstance, the CPVO will manage the various projects and will determine the experts to be allocated to each project amongst the various profiles suggested by the assignee of the market.

In certain cases, tasks of study and evolution of programs may also be entrusted to the tenderers. For example:

- development of B2B data exchange services;
- evolution of a website allowing customers to follow their applications;
- evolution of a system of online applications;
- evolution of back-office programs.

The assignee of the market may occasionally be asked to carry out missions abroad, within the institutes carrying out the technical examinations. In such an event, the payment will be made on the basis of price man/day for an *extra-muros* service plus the refunding of the travelling expenses on presentation of documents in proof.

When a project is defined, a purchase order specifying the name and the number of experts as well as the duration of the mission will be sent to the tenderer. The share of the *extra-* and *intra-muros* services will be specified as well as the number of meetings between the project manager of the assignee and it(s) responsible(s) for the CPVO.

The person receiving benefits will have to provide detailed statements of monthly activity before the end of the first week in the following month.

It is understood that the CPVO cannot commit in advance to the workload involved, however, the tenderer commits himself to have enough human resources and the infrastructures to implement the projects within a reasonable time.



3.5. Technical means

The tenderer will provide all material, licenses and infrastructure necessary to the good progress of the service when carried out *extra-muros*.

Moreover, the Office reserves the right to decide if remote access to a machine present in the premises of the Office would be necessary. If necessary, that would be carried out via a secured virtual private network (VPN). The Office would provide the necessary information to the implementation of such an access (the software, account, rules for firewall). The person receiving benefits engages not to make access other than that within the framework of his mission, under control of the IT team of the Office, and by the means of a computer free from any known virus

On the other hand, the CPVO will undertake all necessary measures to the good progress of the service when carried out *intra-muros*.

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 Communities in the field of public procurement on the conditions laid down in that agreement.

Where the Plurilateral Agreement on Government Procurement concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down. In that connection, it should be noted that the services under Annex I-B to Directive 92/50/CEE and the R&D services listed in category 8 of Annex I-A to that Directive are not caught by the Agreement. Recourse to subcontracting is normally permitted.

5. Documentation for tenderers

- Invitation to tender
- This tender specification
- 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. Volume of contract

The CPVO is budgeting for a maximum of EUR 750,000.00 (seven hundred fifty thousand) VAT excluded for the assignments ordered during the initial period of the contract (three years).

8. Price

- The price quoted must be fixed and not subject to revision.
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, 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.



9. 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. This statement shall be approved by the CPVO.

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

The invoicing address is: Community Plant Variety Office
Administration Unit
3, Boulevard Maréchal Foch – CS 10121
FR – 49101 ANGERS Cedex 2 (France)

10. Contractual terms

See attached draft framework service contract.

11. Criteria

11.1. *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 contract 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 Communities' financial interests;
 - f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared in serious breach of contract 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 contract 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.



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

2. 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, can be furnished on the basis of the following documents:

- i) a list of the principal services provided and supplies delivered in the past three years, with the sums, dates and recipients, public or private;
- ii) an indication of the proportion of the contract 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 contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

11.3. Award criteria

The contract will be awarded to the economically most advantageous tender in a framework service contract, taking following elements into account:

- the cost to the CPVO;
- the quality of the proposed Curriculum Vitae for Head of projects (at least two) and Senior developers (at least two), taking into account the requirements and details stated in the specifications.

This criterion will allow the evaluation of the level of expertise of the proposed experts of the technical environment exposed in point 3 of these tender specifications, the WebDev and WinDev environments and especially of the PHP Zend development framework.

Proposed experts should be binding by a work contract with the tenderer for at least three months.



A good knowledge of English - in particular technical English – is mandatory; fluency in French an advantage.

The quality of the *Curriculum Vitae* will be defined according to the following five sub-criteria:

- 1°) interest, number and duration of Web sites development services under WebDev carried out by the proposed experts.
This sub-criterion will be rated on 30 points.
- 2°) interest, number and duration of the services under client/server Windows environment with WinDev carried out by the proposed experts.
This sub-criterion will be rated on 30 points.
- 3°) relevant experience of the proposed experts in Web PHP application development with Zend framework.
This sub-criterion will be rated on 20 points.
- 4°) knowledge and experience of the proposed experts in PL/SQL language.
This sub-criterion will be rated on 10 points.
- 5°) knowledge and experience of the proposed experts in javascript, Ajax, CSS and HTML5.
This sub-criterion will be rated on 10 points.

Point allocation system to the tenders:

The five sub-criteria will be assessed, respectively, on 30, 30, 20, 10 and 10 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 contract:

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 contract 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 contract will be awarded to the tender scoring the smallest ratio.

11.4. 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 contract shall be awarded to the tender offering the lowest price per quality point.

12. 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 11.1 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 contract 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 contract 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 contract. 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 contract;
- 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 contract.

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 contract.



8. Financial bid

The terms of the tender must include:

- the cost per man-day for services provided *extra-muros* (on the premises of the contractor) by an expert with a profile « Head of project » (equipment and licenses included);
- the cost per man-day for services provided *intra-muros* (on CPVO premises) by an expert with a profile « Head of project » (possible travel and hotel costs included);
- the cost per man-day for services provided *extra-muros* (on the premises of the contractor) by an expert with a profile « Senior developer » (equipment and licenses included);
- the cost per man-day for services provided *intra-muros* (on CPVO premises) by an expert with a profile « Senior developer » (equipment and licenses included);
- detailed curriculum vitae of at least two experts with a profile « Head of project »;
- detailed curriculum vitae of at least two experts with a profile « Senior developer »;
- documentation describing the company, its staff and its main achievements in terms of extranet sites developed under WebDev et WinDev.

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, on pain of the tender being invalidated, and must cover all services provided including any travel and accommodation costs incurred by the experts in providing services on CPVO premises at Angers or on the premises of the contractor;
- prices quoted shall be fixed and not subject to revision during the initial period of the framework contract (3 years);
- prices shall be revised by joint agreement between the parties on renewal of the framework contract, the maximum term of which may not exceed four consecutive years, including the initial term of the contract.

13. Submission

Companies interested in this contract are requested to submit their tender *in duplicate* to the following address **no later than 19th July 2013**:

COMMUNITY PLANT VARIETY OFFICE
Administration Unit
3, boulevard M. Foch - CS 10121
FR - 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° 2013-05/IT-DEV
Tender of [company name]
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.

14. General conditions

Submission of a tender:

- implies acceptance of all the terms and conditions set out in this tender specification 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 contract;
- 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 contract.

15. Term of validity of tender

Three months from **19th July 2013**. Tenderers will be informed by mail whether or not their tender(s) has (have) been accepted.

A framework contract 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 three years, renewable annually by joint agreement between the parties by an exchange of letters, subject to availability of budget and satisfactory execution of the framework contract. The total duration of the contract may not however exceed four consecutive years, including the initial term.

This contract does not confer on the contractor(s) any exclusive right to supply services to the CPVO for IT development, specification and/or study. It does not in any circumstances represent an obligation on the part of the CPVO to buy services.

Orders for services will be placed as and when required. When an order is placed, the Contractor shall supply the services in accordance with the tender specification. Only orders placed in connection with the execution of the framework contract are binding on the CPVO.

16. 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.

17. 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 contract.

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
Administration Unit
3, boulevard M. Foch – CS 10121
FR - 49101 ANGERS Cedex 2 (France)

E-mail: rouillard@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.

18. List of annexes

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

