



**CPVO • OCVV**

Community Plant Variety Office  
Office Communautaire des Variétés Végétales

## FAQs (Frequently Asked Questions / Foire Aux Questions)

### TITLE OF THE CONTRACT

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

Internal Reference No: 2015-05/LEGAL-SERVICES-ECJ

EU Official Journal No: 2015/S 212-383989 of 31/10/2015

DATE	QUESTION	RÉPONSE / ANSWER
29/12/2015	We would like to prepare the tender in English, but we would like to know if we can provide the supporting documents as mentioned in paragraph 15.1 and for the financial and economical selection in French or Dutch. Would this be fine?	Yes, supporting documents can be sent in one of the EU languages.
07/01/2016	In the tender specifications (p. 3/11) and the draft framework contract (Article I.3.1), it is said that the budget for the FWC is max. 25000 € "per case". I take it that "per case" means "per Specific Contract that is concluded"?	Yes, it means that the maximum amount that the Office commits to pay for a Court's case is 25000 €. A specific contract is supposed to cover a case (a decision of the Board of Appeal against which an action has been brought before the General Court).
07/01/2016	In the tender specifications (p. 7/11) it is said that evidence of professional capacity should include "(v) a list of principal services provided and supplies delivered in the past three years, with the sums, dates and recipients, public or private". I do not really understand the type of information you are looking for here. To the extent that you ask me to disclose which clients I have worked for in the past three years and for what amounts, you will appreciate that I cannot do that. Is it ok if we drop this point and that the type of clients I work for transpires from the list of cases we will send?	Instead of giving the name of a client (unless you receive the client's authorization), you can describe the business and its dimension, for example if it is a SME or a bigger company and the field of industry. You can also describe what kinds of services were delivered for example providing legal assistance in First Instance proceedings before a given Court.
07/01/2016	At p. 9/11 of the tender specifications, it is first said under point 8. that travel costs should be <i>included</i> in the rates provided, but then in the first bullet under "The attention of tenderers is drawn..." it is said that travel expenses are reimbursed <i>separately</i> . Is that a contradiction	Travel costs shall be kept separate from the lawyer's rates. Rates and travel costs should not be mixed up. Therefore, indicate your rates without travel costs included.

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	or how should I interpret this?	
07/01/2016	At p. 8/23 of the draft framework contract (Article II.4) you will appreciate that I cannot guarantee that there will never be a conflict of interest "during performance of the FWC". As you know, I have quite some clients in this area and some of them may want to appeal a decision of the CPVO or have other interests than the CPVO. To the extent that my representation of the CPVO would involve acting against such existing clients, you will appreciate that I cannot commit myself in the absolute terms of Article II.4.1. It goes without saying, however, that where there is no conflict I would be happy to represent the CPVO against third parties, which is the reason why I will submit a tender proposal.	The point is noted.
07/01/2016	At p. 10/23 of the draft framework contract (Article II.6.3) it is said that we should submit a formal request for payment within 30 days "of completion of the tasks [in the Specific Contract]". Could you please clarify this, as it seems to impose a different payment requirement than the one outline in point 22 (p. 11/11) of the tender specifications, where it is simply said that "payments will be made within 30... days from ... the invoice"? If Article II.6.3 of the draft contract prevails and means that we will not get paid until after all work (e.g. in litigation before the General Court which could last 2 years or more) is completed, you will appreciate that that is far less attractive for us.	When we draft the specific contract, we will specify in details the specific tasks. This means that you do not have to wait until after the Court proceedings ends with a judgment. Your tasks could be for instance drafting the response and eventually a rejoinder (although with the new Rules of procedure the proceedings have been simplified) and pleading in an oral hearing. So having identified the drafting of the response as a major task, you will be able to invoice the Office after the submission of the response in Court.
07/01/2016	Are we required to already fill out the empty spaces in the draft framework contract, or was that contract simply provided for information purposes?	No, the draft framework contract is only provided for information.
07/01/2016	Is there any requirement as to who should sign the tender proposal? i.e. can this be any partner of the Altius law firm (such as myself) or should this be someone with a specific mandate?	It should be someone with the authority to engage in contracts with third parties. Normally your status as partner should imply that you are entitled to sign on behalf of the Partnership/Law Firm according to the national law governing in your country the legal status of lawyers and associations of lawyers.

