

Case Management and Secure Communication System

Closing date: 1 June 2015 12.00 AM The Hague time

iSupport

cross-border recovery of maintenance obligations
pour le recouvrement transfrontière des obligations alimentaires

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CALL FOR TENDER (CFT) FOR ISUPPORT DEVELOPMENT AND MAINTENANCE

Common Procurement Vocabulary

1 PRESENTATION OF THE CONTRACTING AUTHORITY AND CONTEXT OF THE TENDER

1.1 Introduction: about the Hague Conference

<p>The Hague Conference on Private International Law (HCCH) has developed and services Conventions which respond to global needs in the following areas</p> <ul style="list-style-type: none"> - International protection of children, families and property relations, - International legal co-operation and litigation, and - International commercial and finance law <p>Number of Members The Hague Conference has currently 78 Members: 77 Member States and 1 Regional Economic Integration Organisation.</p> <p>Number of Non-Member States bound by Hague Convention: 68 States are not Members of the Hague Conference on Private International Law, but have signed, ratified or acceded to one or more Hague Conventions.</p> <p>Overall number of States bound by Hague Conventions: 145 Member and Non-Member States</p>	<p>Established : 1893</p> <p>Location : The Hague, Netherlands</p> <p>Regional Offices : Latin America Regional Office and Asia Pacific Regional Office</p> <p>Budget of the organisation : EUR 3,767,360</p> <p>Permanent Bureau Staff : 26 FTE</p> <p>Secretary-General : Christophe Bernasconi</p> <p>Official languages : English/French</p> <p>Website : www.hcch.net</p>
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1.1.1 Vision

- To work for a world in which individuals, families as well as companies and other entities, whose lives and activities transcend the boundaries between different legal systems, enjoy a high degree of legal security.
- To promote the orderly and efficient settlement of disputes, while respecting the diversity of legal traditions.

1.1.2 Mission

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- To be a forum for the Member States for the development and implementation of common rules of private international law in order to co-ordinate the relationships between different private law systems.
- To promote international judicial and administrative co-operation in the fields of protection of the family and children, civil procedure and commercial law.
- To provide high-standard legal services and technical assistance for the benefit of Member States and States Parties to Hague Conventions, their government officials, judiciary and practitioners
to provide high quality, readily accessible information to Member States and States Parties to Hague Conventions, their government officials, judiciary, practitioners and the public in general.

1.1.3 Strengths and values

Global Network

The strength of the Hague Conference derives from the links it maintains with its Member States and States Parties to Hague Conventions – representing all continents – their national experts, delegates, Central and other National Authorities, professional and academic communities and individuals, and from the co-operation with other international governmental and non-governmental organisations.

Diversity of Legal Traditions

The diversity of legal traditions constituting the Hague Conference makes it a unique forum for the development of universally acceptable solutions.

Experience

The Hague Conference is known for the high-quality and scientific excellence of its work, for the development of creative solutions and for its unrivalled contribution to private international law over a period of more than 100 years.

Reputation

The Hague Conference is a center within which world experts and delegates are committed to working together on the basis of mutual trust, support and respect.

Location

The strengths of the Conference are enhanced by its location in The Hague, Centre for International Justice, and by the significant and sustained support offered by the Netherlands Government.

1.2 About the iSupport Project

1.2.1 The Grant Agreement

The Grant Agreement between the European Commission on the one part, and the Hague Conference on Private International Law and three Co-Beneficiaries (the Council of Bars and Law Societies of Europe (CCBE), the Italian Institute of Legal Information Theory and

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Techniques (ITTIG), and the Austrian Ministry of Justice) on the other part has been signed on 2 July 2015, under the "Civil Justice" Programme.

In partnership with the three Co-Beneficiaries here above referred to, eight HCCH Member States (Finland, France, Germany, Latvia, the Netherlands, Norway, Romania and Switzerland) and one Organisation (the International Union of Judicial Officers (UIHJ)), the European Commission has awarded a significant grant to the Hague Conference to develop, within a two-year period, an electronic case management and secure communication system to facilitate the cross-border recovery of maintenance obligations under the *Council Regulation (EC) No 4/2009 of 18 December 2008 on jurisdiction, applicable law, recognition and enforcement of decisions and cooperation in matters relating to maintenance obligations* (hereinafter: EU Maintenance Regulation) and the *Hague Convention of 23 November 2007 on the International Recovery of Child Support and Other Forms of Family Maintenance* (hereinafter: the 2007 Hague Convention).

The total funding provided by the European Union, the Hague Conference and the above mentioned partners of the Project amounts to about 920.000 euros.

1.2.2 The iSupport Project

The iSupport project commenced in September 2014. Under the supervision of the First Secretary of the Hague Conference responsible for the 2007 Hague Convention, the iSupport team has completed the first phase of the project which consisted of an analysis of the Central Authorities needs and a comprehensive definition of a legal and technical framework to develop, test and maintain the iSupport system. Besides the First Secretary, the iSupport team is comprised of a Project Director, a Legal Consultant and a Financial and Working Group Assistant.

The iSupport system will address all major challenges raised by cross-border recovery of maintenance, such as:

- large volume and long duration of cases
- high volume of communication between authorities
- numerous repetitive actions, including electronic transfer of funds
- secure communications
- language barriers
- real time access to information across time zones

iSupport will overcome these challenges by providing an ICT bridge/platform between Central Authorities of different States to communicate and process data under both the EU Maintenance Regulation and the 2007 Hague Convention. Once implemented, iSupport will:

- greatly facilitate communication between Central Authorities
- alleviate translation problems by operating in different languages and using the language and medium neutral forms developed under the EU Maintenance Regulation and the 2007 Hague Convention
- ensure consistent practices at both the European and global level
- allow States to implement paperless case management resulting in considerable savings

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- provide their citizens with effective access to justice.

1.3 About the EU Maintenance Regulation and the 2007 Hague Child Support Convention

1.3.1 The Regulation (EC) No 4/2009 of 18 December 2008 on jurisdiction, applicable law, recognition and enforcement of decisions and cooperation in matters relating to maintenance obligations

The EU Maintenance Regulation facilitates the cross-border recovery of maintenance arising from family relationships. It establishes common rules for jurisdiction, recognition and enforcement for the entire European Union (EU) as well as rules on Central Authority co-operation (the latter rules do not apply for Denmark). The Regulations' substantive scope is broader than the default scope of the 2007 Hague Convention as it applies to obligations arising from any family relationship, parentage, marriage or affinity.

Each European Member State (except Denmark) has appointed a Central Authority responsible for assisting parties in the establishment and recovery of maintenance. These Central Authorities send and receive applications provided for under the Regulation and take all appropriate measures to introduce or facilitate the introduction of the necessary procedures. The Central Authorities co-operate with each other and promote co-operation among the Competent Authorities. The Central Authorities' tasks under the Regulation are to a large extent identical with those of Central Authorities under the 2007 Hague Convention.

To facilitate the work of Central and competent authorities and to assist in overcoming language barriers a comprehensive package of multilingual forms have been developed which are annexed to the Regulation text.

1.3.2 The 2007 Hague Convention on the international recovery of child support and other forms of family maintenance

The 2007 Hague Convention was adopted by the Diplomatic Session in November 2007 with the consensus of more than 70 States from all regions of the world. The Convention entered into force on 1 January 2013. 32 States and REIO (Regional economic integration organization) are currently bound by the Convention. Among the States bound by the Convention are all the EU Member States except Denmark. Two further countries (Burkina Faso and United States of America) have signed the Convention, but have not yet ratified it. In the United States of America, legislative steps have been taken to ratify the Convention most probably by 2017. Several other States are currently undertaking preparatory work for the Convention's ratification.

The Convention offers a comprehensive for the cross-border recovery of maintenance obligations in a worldwide context. Most applications for child support are likely to be processed through the system of Central Authorities established under the Convention. The primary role of these authorities is to transmit and receive applications and to initiate or facilitate the institution of proceedings. Other functions include assistance in locating a debtor or creditor or obtaining information about the resources of either; encouraging amicable solutions with a view to voluntary payment; facilitating ongoing enforcement, as well as the

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collection and transfer of maintenance payments; assistance in establishing parentage where necessary for support purposes; and help in obtaining any necessary provisional measures. Fixed period limits have been set by the Convention to ensure timely application processing by Central Authorities.

Two mandatory forms, available in English and French have been developed for the transmittal and acknowledgement of receipt of applications. In addition, recommended forms have been adopted to facilitate smooth communication between Central Authorities.

2 INSTRUCTION TO TENDERERS

2.1 Conditions of the call for tender

2.1.1 Context of the call for tender - transparency

Even though the Hague Conference as an international organisation is not bound by any national public procurement laws, this call for tenders complies with the provisions of the Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts, and public service contracts Directive 2004/18/EC) and the Model Law on Public Procurement (UNCITRAL) requirements.

The Hague Conference has accordingly made known its intention of planned procurement through the publication of a prior information notice on 27/03/2015. Interested candidates have been subsequently invited to present possible queries and suggestions to the iSupport Advisory Board. Those questions and the related answers have been published on the Hague Conference website under the iSupport specialized section.

On the 29/04/2015, the final version of this CFT has been endorsed by the iSupport Advisory Board. Interested candidates have been invited to give a short presentation of their company, their potential project team, and their references on the 29/04/2015. Those presentations are available on the Hague Conference website.

It is to be emphasised that the publication of all queries and answers as well as the publication of the interested candidates' presentations safeguard that no unfair advantage is given to a tenderer.

This contract notice / invitation to tender and the attached documents including the Deliverables document have been drafted by the iSupport team with the assistance of the Working Groups experts and the Advisory Board members. To guarantee transparency and openness, the Advisory Board and Working Group meetings reports have also been published on the Hague Conference website as work has progressed. More generally, all documents pertaining to the procurement are available on the Hague Conference website.

Any information meeting held after publication of the call for tender will be recorded, and either the video or the minutes will be published on the Hague Conference website.

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2.1.2 Division in two lots

The purpose of this CFT is to solicit high-quality and cost-effective proposals to meet the Hague Conference requirements. The iSupport solution encompasses all technical elements required to develop, test, deploy and maintain iSupport.

The iSupport project has been broken down into two lots. The Hague Conference is seeking to identify Tenderers who can provide proposals comprising one or both lots in close collaboration with the iSupport project team (a comprehensive description of each lot is available in the attached Deliverable Document):

- Lot 1 : Development, test and pilot of the iSupport System
- Lot 2 : Support and maintenance activities related to the iSupport system

2.1.3 Duration of the tender / deadline / Extension of the deadline

Tenders should remain valid for a duration of 180 days.

The time limit for receipt of tenders is fixed to 31 days from the date on which the contract notice was sent, on the 1st June 2015 at 12h00Hague time.

The Hague Conference reserves the right to extend the deadline in the following cases:

- Where additional information is not supplied at the latest six days before the time limit fixed for the tender (although requested by the tenderer in good time).
- Where significant changes are made to the procurement documents.

The Hague Conference reserves its right to refuse to extend the time limit where the additional information has either not been requested in good time or its importance is insignificant.

2.1.4 Point of contact /written request

Should any problems of interpretation arise in the course of drawing up the response document, Tenderers may submit a written request for further information to the iSupport team at the following email address iSupport.procurement@hcch.nl.

Written request may be submitted no later than 10 calendar days before the deadline, by electronic means only.

All requests and correlated answers will be made available on the iSupport webpage.

2.1.5 Acceptance and rejection of tenders

This CFT is submitted following an open procedure to any interested economic operator. There is no commitment on the part of the Hague Conference to accept any offer or part

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thereof. The Hague Conference reserves the right to accept non substantive defects that might affect the presentation of tenders, and to reject tenders received after the deadline without further justification.

Late submissions will be returned unopened to the potential supplier who submitted them.

2.1.6 Tendering expenses

Offers are not paid. No reimbursement of expenses related to the preparation of any proposal or attend the meeting will be made by the Hague Conference.

2.1.7 Tenders submitted by partnerships (encouraged)

The Hague Conference encourages service providers to respond to both lots, either directly or through partnership.

The iSupport Advisory Board and the Maintenance, Governance and Tender Working Group have strongly recommended awarding the iSupport contract to a single provider or a group of providers that would offer to develop the case management system and to provide deployment, integration, maintenance, updating and helpdesk services.

Tenderers responding to both lots, individually or through temporary associations will consequently be favoured.

Partnerships must jointly meet the administrative requirements set out in the CFT. Each of the partner must also meet those requirements individually.

In the view of guaranteeing the satisfactory performance of the contract, Tenderers must not change in the composition of a partnership once they have been awarded the contract without the prior authorization of the Hague Conference and/or the iSupport Governing Body. The Hague Conference reserves the right to reject any request for such modification without having to justify its decision.

2.1.8 Modification or cancellations

The Hague Conference reserves the right to modify or cancel all or part of the call for tender, without further justification and without such action conferring any right to compensation on Tenderers.

2.1.9 Confidentiality

The Hague Conference will not disclose information forwarded by economic operators in the tender which they have designed as confidential.

In addition, any information furnished to the candidate, or to which the candidate may have access in this CFT and in the performance of the contract shall be treated as confidential. Due

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to the specific and sensible nature of data accessible by the Service provider in the performance of the contract, a confidentiality agreement shall be signed and shall grant a high level of protection.

2.2 Presentation, submission and contents of the tenders

2.2.1 Presentation

Tenders shall be entirely drafted in English and shall be submitted before the deadline:

- In three paper copies + one USB key, and
- by recorded delivery in return for a receipt from the Hague Conference or by registered mail with postal acknowledgement of receipt, in sealed double envelope bearing the words “ DO NOT OPEN – iSupport Call for tender”), to

iSupport – Marie Vautravers
Hague Conference on Private International Law
Churchillplein 6B
2517 JW DEN HAAG
THE NETHERLANDS

Tenders received after the deadline or in unsealed envelopes and/or bearing any mention that would identify or make reference to the tendering company may be rejected. Tenders sent by email or fax will be systematically rejected, even if a duplicate has been sent by mail.

The tenderers must provide documentation stored on the USB key in a Word and/or Excel format.

2.2.2 Time line

Table 1 Provisional CFT timeline

Deadline for submission of tenders	1 st June 2015, 12.00 (Hague Time).
Opening of the tender – Permanent Bureau	1 st June 2015, 16.00
Deadline for additional information	25 May 2015, 12.00
Analysis of proposals – possible questions to Tenderers - References checks	2 June 2015-
iSupport Advisory Board Meeting – finalization of the evaluation	
Contract negotiation and supplier selection	
Contract signature	

All tenders or their representative shall be permitted to participate to the opening of the tender which will take place in the Permanent Bureau premises on 1st June 2015, 16.00 Hague Time.

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2.2.3 Content

Offers will be treated as contractually binding, and have to be signed and dated (including proposal of prices).

The tenderer must provide:

- A letter of application explaining the reason for the interest in this call for tender. This must not exceed 8 pages. Hyperlinks to external documents are not accepted. The letter of application must be signed by the tenderer and must specify that all the elements of the offer are contractually binding. The letter of application must also describe and explain the broad lines of the solution offered and highlight any alternative solution.
- Attachments to the letter of application, see Chapters 3.1.8 and 3.2.7 of the Deliverables Document;
- All certificates identifying the Tenderer, including its name, legal nature, address, registration number on one of the professional or trade registers, date founded, areas of activity and number of employees by country and activity;
- All certificates providing financial information including appropriate statements from banks, presentations of balance-sheets, statement of the overall turnover, and where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available;
- A list of the works carried out over the past ten years in projects similar to iSupport, if possible accompanied by certificates of satisfactory executions for the most significant works. This certificates shall indicate the value, date and site of the works, and if possible the amounts, dates and names of clients;
- A list of the educational and professional qualifications of the service provider or contractor and/ or the staff members responsible for providing the services and/or manage the work;
- The indication whether the services provider intends to subcontract part of the work, and if applicable the proportion of the work that will be subcontracted;
- An extract from the “judicial record”, or failing that, an equivalent document issued by a competent judicial or administrative authority in the country of origin, or when the Country does not issue such document a solemn declaration or an official declaration made by the person concerned regarding the absence of conviction as defined in Article 45.1 of the EU Directive 2004/18/EC;
- Any appropriate administrative or judicial documentary evidence, or failing that the solemn declaration by the representative of the Supplier that the economic operator is not insolvent, in receivership, bankrupt or being wound up, that their affaires are not being administrated by a court or a judicial officer, that their business activities have not been suspended and that they are not the subject of legal proceedings for any of the foregoing;
- Any appropriate administrative or judicial documentary evidence, that they have fulfilled their obligations to pay taxes and social contributions in their State; and
- A declaration of acceptance of the minimum terms and conditions (3).

2.2.4 Divulcation of conflict of interest/lobbying

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Tenderers shall inform the Hague Conference about any conflict of interest during the procurement award process, and shall mention any lobbying that has been performed in the course of the preparation of this CFT.

Any Tenderer that will be found having an unfair competitive advantage or a non-disclosed conflict of interest will be excluded from the procurement proceedings.

2.2.5 Financial conditions (prices quote level of detail) per lot

Prices quoted must include everything necessary for the complete execution of an eventual contract, including a quote for each alternative solution and for ancillary or optional items, with the understanding that charges for necessary items not identified in the proposal will be borne by the respondent, if they are essential to execution of the contract. In that respect, a particular attention will be paid to the whole-of-life costs, including: initial purchase price of the goods and services, maintenance costs, transition out costs, cost of additional features procured after the initial procurement, consumable costs and disposable costs.

In particular, Tenderers must pay attention to the fact that the iSupport budget and development time are fixed, and that unforeseen items necessary to the complete and timely achievement of the solution which are not quoted in the tender will be solely borne by the supplier.

Requirements labelled as “Must have”/mandatory requirements must in any event be included in the tender and accordingly quoted. Tenderers must describe additional functional or technical requirements (identified as “Should have”, “Could have”, and “Would have” if applicable) they can provide, for those given budget and time conditions.

Prices, which shall be firm and final, should be stated in Euros.

The cost proposal shall be submitted separately and will address estimated costs and prices as outlined in the provided form (to be drafted). The Tenderers are allowed to provide up to three different cost proposals based on the number of variants they propose.

2.2.6 Publication of the results/information of the Tenderer

Not later than 30 days after the conclusion of the contract, a contract award notice will be sent on the results of the procurement procedure.

Each candidate will be informed as soon as possible of decisions reached concerning the award of the contract.

On request from the Tenderer, the Hague Conference will within 15 days from receipt of a written request, inform any unsuccessful Tenderer of the reason of rejection of its tender and of the name of the successful Tenderer and the conduct and progress of negotiations and dialogue with Tenderers.

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2.3 Contract award criteria/ Evaluation Plan

2.3.1 Disqualification of candidates

Tenders which do not comply with the procurement documents, which were received late, where there is an evidence of collusion or corruption, or which are abnormally low, shall be considered as irregular.

Tenders submitted by Tenderers that do not have the required qualifications, and tenders whose price exceeds the iSupport budget as determined and documented shall be considered as unacceptable.

Tenderers with a record of bankruptcy, insolvency, false declarations, significant deficiencies in performance under a prior contract, and Tenderers who has been the subject of a conviction by a final judgment for the motives listed under the Article 45 of the EU Directive 2004/18/EC, will be excluded from participating in the iSupport contract, and disqualified.

2.3.2 Evaluation process

An evaluation table defining the awarding criteria and their respective weight is currently being drafted, see attachment.

It will include criteria such as:

- Strategic resources (Experience, expertise, availability, staff profiles)
- Quality and relevance of reference projects similar to iSupport
- Quality of the proposed methodology
- Modularity, interoperability and flexibility of solution architecture
- Location of the company and implications (distance from the Hague; remote work if applicable; co-operation with the Service Provider at the last stage of the project; piloting States)
- Has the supplier sufficiently demonstrated that they have considered all types of available software-definition of open source to be included
- Price
- For lot 1, number of extra functional/technical requirements, creative solutions
- For lot 2, creative business models proposals
- Compliance with the iSupport functional and technical requirements
- Capacity to support the iSupport transition to the deployment and maintenance phase. In that respect bidders for both lots will be favoured

3 DELIVERABLE DESCRIPTION

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3.1 Lot 1 Development of the iSupport system

3.1.1 Basic features (Overview of lot 1 requirements)

- Developing¹ or delivering the application and technical deliverables
- Technical testing
- Transition tasks, see attachment

3.1.2 Deliverables document

The deliverables document is not a strict description-document. Creative solutions are encouraged, in the sense of Best Value Procurement.

3.1.3 Agile development

The development or adjustment phase in the project is based on Agile, mainly Scrum.

3.1.4 Communication between iSupport systems

Concerning the communication part of the iSupport system, the developer maps the e-CODEX Connector and services integration tests and piloting.

3.1.5 Open source

The Hague Conference encourages suppliers to submit and/or develop open source software for this tender. When responding to this tender, suppliers must demonstrate a willingness to actively consider open source software throughout all stages of procurement, solution design and implementation in order to produce a product that demonstrates value for money and is fit for purpose. This may include incorporating open source software components together with proprietary software component, on condition that no license fees would be charged to the owner.

3.1.6 Evaluation

The final iSupport system product will be considered delivered after the approval of the acceptance test and the pilot results.

3.1.7 Timeline

The final **MS Project schedule for the development** will be added here.

3.1.8 Specific tender documents

Tenders for lot 1 shall include:

- a description of their solution in the letter of application, including the budget.
- the mandatory Excel spreadsheet based on the Deliverables document; on this list, prices per requirement can be clarified if applicable
- the PBS (product breakdown structure).

See also chapter 2.2.3 Content.

¹ The term 'developer' shall mean "supplier" in the case of off-the-shelf application that might be provided by Tenderers.

The term 'software' shall mean 'application' in the case of off-the-shelf application; "software" implies that the application is written "tailor-made" for us, while "application" is more generally used for any end-product, regardless whether it is tailor-made or off-the-shelf

3.2 Lot 2 Maintenance of the iSupport system

3.2.1 Overview

- Maintenance of the iSupport system. See the Deliverables document which provides a comprehensive description of the iSupport system. The tenderers should take special note of the chapter 'Service Provider' in the Deliverables document.
- Service the e-CODEX related incidents (first line only) and configuration management (e.g. by publishing updated p-nodes on a service website when a new State joins iSupport)
- ITIL processes (see document)
- Transition (see document)
- Governance model (see document)

3.2.2 Location of the SP

Maintenance could be carried out remotely. Please describe in your tender documents how your organisation services clients around the world.

3.2.3 Financial sections in the quote

1 Basis level, to maintain the SP level of knowledge. This fee must include the time required to read documents, communicate with the Permanent Bureau, inform the SP staff about changes, carry out the Knowledge management, etc.

This fee could also include other fixed tasks such as preparing Reports, meetings with the Governing Body, operating the Helpdesk, operating the other processes.

2 'Strip-card': a list on which we can 'pinch' units for Incidents and Changes. Those 'strip-card'-fees can be also fixed but are based on the amount of Incidents and on the amount and complexity of the Changes.

3 Proposal in the event of a solution time not meeting the Service Levels, such as a penalty or extra days to develop changes.

3.2.4 Duration of the maintenance contract

Commitment to a first duration of Maintenance contract: five years, including an evaluation process every 12 months.

3.2.5 Evaluation

The services provided by the Service provider are evaluated after 1, 2, 3, 6 months and subsequently each 6 months.

3.2.6 Timeline

I will add the MS Project schedule for the transition and start of the maintenance here.

3.2.7 Specific tender documents

Tenders for lot 2 include:

- a description of their approach for the maintenance in the letter of application
 - including the fee structure
 - including the solution for incidents where the solution time did not met the service levels
 - including a description of remote services if applicable

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See also chapter 2.2.3 Content.

4 MINIMUM GENERAL CONDITIONS AND TERMS

4.1 General

- Prices, payment and taxes
- Duration (one year with a maximum of four renewals?)
- Termination – knowledge transfer
- Conflict of interest
- Intellectual property
- Information on Union funding and use of European Union emblem
- Provisions related to the Grant Agreement
- Disclaimer about European Commission
- Confidentiality – privacy- protection of personal information
- Bankruptcy
- Change of ownership
- Settlements of dispute/Arbitration clause
- Applicable law/Choice of jurisdiction in the event of a dispute
- HCCH privileges and immunities
- Public procurement European forms to be completed

4.2 Lot 1

- Confidentiality/ enabling EU Auditors to access Contractor Records and premises to carry out appropriate audits.

4.3 Lot 2

- Support period
- Varying the services
- Obligation to provide support services and exclusions
- Remote access to Customer system
- Information regarding Updates and New Releases