



HCCH

Call for tenders for the
implementation of e-Country
Profiles

Closing date: 27 August 2024 5pm Hague Time

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Abbreviations and definitions

CFT	Call For Tenders or Contract Notice. Notice containing information about the procurement, including a description and specification of the services as a common basis on which Tenderers are to prepare their tenders, a full disclosure of the criteria to be used in evaluating tenders and in selecting the successful tender and the principal terms and conditions of the procurement contract.
CGAP	Council on General Affairs and Policy of the HCCH i.e., the Governing Body of the HCCH in which all Members of the HCCH are represented.
Contract Award	Final stage of the procurement proceedings resulting in the conclusion and entry into force of a procurement contract between the Contracting Authority and the selected service provider.
Contract award notice	Announcement to the public through publication to whom the procurement contract was awarded.
Contractor	Any party that has signed a contract with the Contracting Authority.
Contracting Authority	HCCH
EU	European Union
Evaluation	Comparative analysis of tenders in accordance with the criteria and procedure set out in the CFT for the purpose of the ascertainment of the successful tender.
HCCH	Hague Conference on Private International Law
Modification of the tender documents	Any corrections or other amendments made by the procuring entity to the tender documents.
Open-Source Software (OSS)	Software that is freely available to use, modify and distribute. Open-Source software is subject to specific licensing conditions that may obligate organisations to openly distribute any modification.
Opening of tenders	A stage in the procurement that involves public opening of tenders and the announcement of the name and address of each supplier or service provider whose tender is opened.
Permanent Bureau (PB)	The Secretariat of the HCCH.
Prior Information Notice	Information about the procurement published to allow service providers to assess their interest in participating in the Call for tender.

Tender	Offer to provide the execution of works, the supply of products or the provision of service that is submitted in response to the CFT.
Tenderer	Any natural or legal person or group of such persons which have submitted a tender in response to the CFT.

1 Presentation of the Contracting Authority and context of the tender

1.1 Introduction: about the HCCH

<p>The 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 HCCH has currently 91 Members: 90 Member States and 1 Regional Economic Integration Organisation <i>i.e.</i>, the EU.</p> <p>Number of Non-Member States bound by HCCH Convention: 66 States are not Members of the HCCH, but have signed, ratified or acceded to one or more HCCH Conventions.</p>	<p>Established: 1893 (permanent intergovernmental organisation since 1955)</p> <p>Location: The Hague, Netherlands</p> <p>Regional Offices: Latin America Regional Office and Asia Pacific Regional Office</p> <p>Secretary-General: Christophe Bernasconi</p> <p>Official languages: English/French (Spanish as of 1 July 2024)</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 certainty and security.
- To promote the orderly and efficient settlement of disputes, while respecting the diversity of legal traditions.

1.1.2 Mission

- 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 HCCH Conventions, their government officials, judiciary and practitioners.
- To provide high quality, readily accessible information to Member States and States Parties to HCCH Conventions, their government officials, judiciary, practitioners, and the public in general.

1.1.3 Strengths and values

Global Network

The strength of the HCCH derives from the links it maintains with its Member States and States Parties to HCCH 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 HCCH makes it a unique forum for the development of universally acceptable solutions.

Experience

The HCCH 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 130 years.

Reputation

The HCCH is a centre 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 HCCH are enhanced by its location in The Hague, city of peace and justice, and by the significant and sustained support offered by the Netherlands Government.

1.2 Country Profiles / e-Country Profiles

As stated, the HCCH is responsible for an array of Conventions in the field of international civil procedure and legal cooperation, international family law and child protection, and international commercial law and finance law. The latest example in the first field is the Convention of 2 July 2019 on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters.

Only Conventions from the first and second fields are part of this call for tenders:

- Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (HCCH 1965 Service Convention),
- Convention of 18 March 1970 on the Taking of Evidence Abroad in Civil or Commercial Matters (HCCH 1970 Evidence Convention),
- Convention of 25 October 1980 on the Civil Aspects of International Child Abduction (HCCH 1980 Child Abduction Convention),
- Convention of 29 May 1993 on Protection of Children and Co-operation in Respect of Intercountry Adoption (HCCH 1993 Adoption Convention),
- Convention of 19 October 1996 on Jurisdiction, Applicable Law, Recognition, Enforcement and Co-operation in respect of Parental Responsibility and Measures for the Protection of Children (HCCH 1996 Child Protection Convention),
- Convention of 13 January 2000 on the International Protection of Adults (HCCH 2000 Protection of Adults Convention),

- Convention of 23 November 2007 on the International Recovery of Child Support and Other Forms of Family Maintenance (HCCH 2007 Child Support Convention).

The e-Country Profiles, as described in section 3, to be developed as part of this call for tender will be based on the following formats:

- 1965 Service and 1970 Evidence Conventions: Country Profiles are currently being drafted and will be submitted for discussion at the meeting of the Special Commission in July 2024, with a view to adoption by CGAP at its meeting in 2025 or, if completed well in advance of CGAP 2025, through a written procedure.¹
- 1980 Child Abduction Convention: a revised Country Profile was approved by the Special Commission at its Eighth Meeting in October 2023. It was approved by CGAP at its March 2024 Annual Meeting as part of its approval of the Conclusions & Recommendations of the Special Commission.
- 1993 Adoption Convention: a Country Profile has already been approved.²
- 1996 Child Protection Convention: work will continue towards the adoption of a Country Profile by the end of 2024.³
- 2000 Protection of Adults Convention: a Country Profile has been drafted and has been approved in accordance with a written procedure which ended on 26 January 2024.⁴
- 2007 Child Support Convention: the Convention is already supported by a Country Profile and an e-Country Profile, subject to minor revisions which will be completed by the end 2024.⁵

2 Instructions to Tenderers

2.1 Conditions of the call for tender

2.1.1 Context of the call for tender - transparency

Even though the HCCH, as an intergovernmental organisation, is not bound by any national public procurement laws, this call for tenders complies, as far as possible, with the provisions of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014

¹ See [Prel. Doc. No 12B](#) of December 2023 – 1965 Service, 1970 Evidence, and 1980 Access to Justice Conventions: Plans for the next meeting of the Special Commission, paras 10-11, available on the HCCH website at www.hcch.net under “Governance” then “Council on General Affairs and Policy”.

² Available on the HCCH website at www.hcch.net under “Adoption” then “Country Profiles”.

³ “Draft Country Profile for the 1996 Child Protection Convention”, [Prel. Doc. No 9 of July 2023](#), available on the HCCH website at www.hcch.net under “Child Protection” then “Special Commission meetings”.

⁴ “2000 Protection of Adults Convention Draft Country Profile”, [Prel. Doc. No 7 of December 2023](#) (third revised version), available on the HCCH website at www.hcch.net under “Protection of Adults” then “Special Commission meetings”.

⁵ The e-country profiles in their current format are available at this address:
https://2007.countryprofile.hcch.net/smartlets/sfjsp?interviewID=hcchcp2012&t_lang=en.

on public procurement and repealing Directive 2004/18/EC⁶ (open procedure as described in Art. 27) and with the Model Law on Public Procurement (UNCITRAL)⁷ requirements.

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

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

2.1.2 Duration of the tender / deadline / Extension of the deadline

Tenders must remain valid for a duration of 180 days.

The time limit for receipt of tenders is fixed on **27 August 2024 5pm** (Hague Time).

The HCCH 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) (See 2.1.3)
- Where significant changes are made to the procurement documents.

The HCCH reserves the 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.

2.1.3 Point of contact / written request

Should any problems of interpretation arise in the course of drawing up the tender, Tenderers may submit a written request for further information to the HCCH at the following email address: < **ecp-procurement@hcch.net** >.

Requests may be submitted no later than 7 calendar days before the deadline, by electronic means only.

All requests and correlated answers will be made available on an appropriate HCCH webpage.

2.1.4 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 HCCH to accept any offer or part thereof. The HCCH 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.

2.1.5 Tendering expenses

Offers are not paid. No reimbursement of expenses related to the preparation of any proposal will be made by the HCCH.

2.1.6 Tenders submitted by partnerships

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

⁶ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32014L0024>

⁷ https://uncitral.un.org/en/texts/procurement/modellaw/public_procurement

In order to guarantee the satisfactory performance of the contract, Tenderers must not make any change in the composition of a partnership once they have been awarded the contract without the prior authorisation of the HCCH. The HCCH reserves the right to reject any request for such modification without having to justify its decision.

2.1.7 Subcontracting

The tenderer may partially subcontract the tasks specified in this document to other economic operators in compliance with the minimum terms and conditions (see section 4.1.4 Subcontracting).

2.1.8 Modification or cancellations

The HCCH 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 HCCH will not disclose information forwarded by economic operators in the tender which they have designated as confidential. In addition, any information provided to the candidate, or to which the candidate may have access in the performance of the contract shall be treated as confidential.

2.2 Presentation, submission and contents of the tenders

2.2.1 Presentation

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

- In one paper copy
- by recorded delivery in return for a receipt from the HCCH or by registered mail with postal acknowledgement of receipt, in sealed double envelope bearing the words “DO NOT OPEN – e-Country Profiles Call for tender”), to:

HCCH
e-Country Profiles Call for tender
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. The Contracting Authority reserves the right to request electronic documents via email once the offers have been opened.

Tenders shall be sufficiently detailed, specific and complete with the applicable supporting data to enable the HCCH to make a thorough technical and financial evaluation of the proposal and to determine whether the specified requirements are met without further reference to the tenderer. Tenderers are invited to fully define the services offered in close consideration of the requirements and information set out in this document (see criteria listed under 2.3.2)

To facilitate the evaluation, tenders are to be written clearly and concisely, neatly organised, indexed and assembled in a logical manner. The pages of each volume are to be numbered. Unspecified statements or statements paraphrasing the requirements description will be considered as insufficient.

2.2.2 Timeline

Call for tender sent for publication	15 May 2024
Deadline for additional information	16 August 2024 17:00 Hague Time
Deadline for reception of tenders	27 August 2024 17:00 Hague Time
Opening of the tender – at the Permanent Bureau	28 August 2024 10:00 Hague Time
Analysis of proposals – possible questions to Tenderers - References checks (indicative)	2 –6 September 2024
Finalization of the selection (indicative)	13 September 2024
Contract negotiation (indicative)	16-27 September 2024
Contract signature (indicative)	30 September 2024
Start of work (indicative)	1 October 2024

Table 1 Provisional CFT timeline

One representative per tenderer shall be permitted to participate in person or by videoconference in the opening of the tenders which will take place at the Permanent Bureau premises on 28 August 2024. Should a tenderer wish to be present, it shall inform the HCCH of the name of its representative by e-mail to <ecp-procurement@hcch.net > upon submission of its offer.

2.2.3 Content

Offers will be treated as contractually binding and must be dated (including proposal of prices).

Each tenderer (including in the case of a partnership) must provide:

- a. A letter of application explaining the reason for the interest in this call for tender and detailing how it intends to provide the services described in Section 3. Hyperlinks to external documents are not accepted. The letter of application must specify that all the elements of the offer are contractually binding;
- b. Cost proposal;
- c. The appropriate Administrative Forms (Annex 2);
- d. 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;
- e. 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;
- f. A certification from an independent professionally registered chartered accountant mentioning the description of the company financial structure, the solvency ratio, quick ratio, current ratio and the return on total and stakeholders' equity and the dividends policy, where applicable in the latter two cases;

- g. A list of the works carried out over the past five years in similar projects, if possible, accompanied by statements of satisfactory executions for the most significant works. These statements shall indicate the value, date and site of the works, and, if possible, the names of clients, it should also include links to the sites and specify whether work carried out solely by the service provider or, if not, details of the contribution to the project made by the service provider;
- h. A list of the educational and professional qualifications of the service provider or contractor and the staff members responsible for providing the services and managing the work;
- i. 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 57(1) of the EU Directive 2014/24;
- j. 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 affairs 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;
- k. Any appropriate administrative or judicial documentary evidence, that they have fulfilled their obligations to pay taxes and social contributions in their State.

2.2.4 Intention to subcontract

If the Tenderer intends to subcontract part of the tasks described in this document, the tender should include:

- A statement describing the tasks that are subcontracted, clearly indicating the roles, activities and responsibilities of the subcontractor;
- Specify the proportion of the activities that are to subcontracted;
- In case those activities represent more than 20% of the global volume:
 - Form 3 and 5 of Annex 2 (administrative forms) completed by the subcontractor,
 - Documentation as listed in section 2.2.3 (point c. to k.)

2.2.5 Divulcation of conflict of interest / lobbying

Tenderers shall inform the HCCH about any conflict of interest during the procurement award process, and shall mention any lobbying that has been performed during 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.

2.2.6 Financial conditions

Prices quoted must include everything necessary for the complete execution of a possible 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 tenderer, if they are essential to execution of the contract.

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

The cost proposal shall be submitted as a separate document and must address estimated costs and prices as outlined in this document.

2.2.7 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 with the results of the procurement procedure.

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

On request from the tenderer, the HCCH 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.

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 evidence of collusion or corruption, or which are abnormally low, shall be considered as irregular, and therefore disqualified.

Tenders submitted by Tenderers that do not have the required qualifications shall be considered as irregular, and therefore disqualified.

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 57 of EU Directive 2024/14, will be excluded from participating in the iSupport contract, and disqualified.

2.3.2 Evaluation process – Desirable criteria

The evaluation tables defining the awarding criteria and their respective weight are provided in Annex 3.

The evaluation of tenders shall include *inter alia* the following criteria:

- Experience with multilingual projects (English, French and Spanish are an asset)
- Strategic resources available for the project (experience, expertise, availability, quality of staff profiles)
- Quality and relevance of reference for similar projects
- Financial stability of the company or companies responsible for the tender
- Quality of the proposed methodology, design and plans
- Location of the company and / or remote work policy if applicable
- Proven capacity to collaborate with another economic actor
- Experience working flexibly and cooperatively in a multinational and multi-client public sector environment
- Capacity to provide a durable solution
- Capacity to produce high quality and user-friendly interface

3 Description of services

3.1 Overall objective

This call for tenders includes seven HCCH Conventions. For each of these Conventions, the objective is to offer an online electronic Country Profile. These e-Country Profiles should

strictly follow the structure of the Country Profiles adopted by the HCCH and annexed to this call for tenders. The objective is twofold:

- Allow Contracting Parties to the Conventions to fill in an electronic version of each Country Profile, in a secure and user-friendly manner.
- Make each completed e-Country Profile available in real time, in a non-altered way to the public in English, French and Spanish, with the exception of open text answers, which would be made available in the original languages they are submitted in, unless the State concerned decides to complete and make them available in these other languages (see 3.6. Completing the e-Country Profile in different languages). The rendering of each e-Country Profile must be available as PDF document, Word document and html. Both should be easy to read and in line with accessibility standards.

In addition, the e-Country Profiles should be viewable in any recent version of the most commonly used browsers: Google Chrome, Mozilla Firefox, Microsoft Edge, Apple Safari – including mobile browsers.

3.2 Identity of the State submitting the information

The Contractor should provide a secure way to verify the identity of the States (including their territorial units where applicable) submitting the information and to ensure that third parties cannot alter the information submitted, using any solution that requires little administration by the Permanent Bureau and that is practicable in an international context.

To provide an estimate of the number of users, the Conventions that are part of this call for tenders have the following number of Parties, assuming there would be one to two users per Party:

- 1965 Service Convention: 84 Parties (including 10 provinces and 3 territories).
- 1970 Evidence Convention: 66 Parties.
- 1980 Child Abduction Convention: 103 Parties (including 10 provinces and 3 territories).
- 1993 Adoption Convention: 106 Parties (including 10 provinces and 3 territories).
- 1996 Child Protection Convention: 54 Parties.
- 2000 Protection of Adults Convention: 15 Parties.
- 2007 Child Support Convention: 51 Parties (including 3 provinces).

3.3 Completing the e-Country Profile for the first time

When completing the electronic version of the Country Profile for the first time, a State should be able to enter the information in several stages, and saving it at each stage, before making it available online. It may take more than a day to complete, and users should be able to save draft versions as necessary before making it available. Users should also be able to print it or save it in different formats (Microsoft Word and PDF) at the draft stage, as well as at the final stage, in order to review it or consult on it, before publishing it.

The moment when an e-Country Profile is published and available online should be explicit for the user, with a three-step process: 1) validate; 2) review 3) publish.

3.4 Reviewing or amending the e-Country Profile subsequently

The system should allow for a complete review of the e-Country Profile or amendments of specific parts or sections. Users should not have to re-submit the entire e-Country Profile each time.

When amending only a part or section of the e-Country Profile, users should be able to have access to that part by clicking on the proper part or section of the table of content of the e-Country Profile. This will indicate to public viewers of the Country Profile when the particular information was last updated.

When reviewing completely or amending specific parts or sections of the e-Country Profile, new up-to-date dates should appear at the end of each affected parts or sections, as well as on the index page.

3.5 General design

The Contractor should note that certain boxes are already ticked in the e-Country Profile format: Ticked boxes indicate required information and are automatically prefilled. They cannot be modified. See for instance 2007 Profile, Stage 1, II.1.b.

“Either / or” alternative responses (only one response can be chosen, for instance yes or no) on the one hand and questions where multiple answers may be selected on the other hand should be clearly apparent to the users, for instance through the use of radio buttons (e.g., yes or no response) and tick boxes (e.g., multiple answers).

3.6 Completing the e-Country Profile in different languages

Each e-Country Profile should be available in three languages (English, French and Spanish (official languages of the Hague Conference as of 1 July 2024)).

When completing the e-Country Profile in one language it will be completed automatically in any other language the template is available, with the exception of open text answers. That is because the data concerning the tick boxes will be replicated automatically by the database from one template in one language to the same template in another language.

A State should only have to fill in one version of the profile. By doing so, it can fill in open text answers in other languages at the same time without having to move from one language version of the e-Country Profile to another. A State may choose to complete just one or several languages for open text questions. For instance, if a State provides material in Spanish, the Spanish text will also appear in the English and French versions of the e-Country Profile. If a State provides material in Spanish and English in the Spanish version of the e-Country Profile, then responses in Spanish and English appear in the French version of the e-Country Profile in addition to the Spanish and English versions. Please refer to the current e-Country Profile for the 2007 Convention for an illustration of this principle.

Questions and answers should be personalised. Therefore, the name of the State concerned by the question always appears in the text of the question. This is to make the reading of an e-Country Profile easier: to remind the reader at any given point the name of the State they are reading about. Where this feature is rather straight forward in English it creates a number of challenges in French and to a lesser extent in Spanish. That is because of the gender, plural and singular form of the names of the States and depending on whether the name of the State in the singular form starts with a vowel or a consonant.

For instance in French, Question I(3)(b) of the 2007 Profile : [nom de l'État] a-t-il plusieurs langues officielles ?

- La France a-t-elle plusieurs langues officielles ?
- L'Autriche a-t-elle plusieurs langues officielles ?
- Le Brésil a-t-il plusieurs langues officielles ?
- Les États-Unis ont-ils plusieurs langues officielles ?

A review of the possible combinations was already undertaken for the existing 2007 online e-Country Profile and can be shared with the Contractor.

In Spanish, the general rule is that the name of a country is not preceded by an article. However, So, the general rule is no article. However, many country names can optionally be preceded by an article, with the majority preference for one or the other being different in each case.

Below are cases where the recommended form is with the article.

1) Islands with the article and the verb in plural form

Bahamas (las)

Comoras (las)

Islas Marshall (las)

Islas Salomón (las)

Seychelles (las)

Examples

- ¿Cómo facilita la Autoridad Central en las Comoras la obtención de pruebas documentales...?
- ¿Las Bahamas tienen más de una lengua oficial?

2) Where the name starts with a word indicating a type of political division or the form of political organisation, the advised form is with the article:

With verb in singular form:

Federación de Rusia (la)

Reino Unido (el)

República Centroafricana (la)

República Democrática del Congo (la)

República Dominicana (la)

Example: ¿La Federación de Rusia tiene más de una lengua oficial?

With verb in plural form:

Emiratos Árabes Unidos (los)

Países Bajos (los)

Example: ¿Los Emiratos Árabes Unidos tienen más de una lengua oficial?

Where the use of the article is admissible but not necessarily preferred by majority use or recommended, it should not be used in e-Country Profiles.

~~Argentina (la) – Brasil (el) – Camerún (el) – Canadá (el) – Chad (el) – Congo (el) – Ecuador (el)~~

~~Estados Unidos de América (los) – Gabón (el) – India (la) – Japón (el) – Líbano (el) – Paraguay (el)~~

~~Perú (el) – Senegal (el) – Sudán (el) – Uruguay (el) – Yemen (el)~~

3.7 Links and update notifications

A notification should be sent to a functional address at the PB every time a Country Profile is published or updated. Users should also have the possibility to subscribe to receive email notifications when a profile is updated. This possibility to subscribe should be restricted to States, as the PB will need to see who is subscribed and modify that list if necessary. Latest updates may also be highlighted on the index page where e-Country Profiles can be accessed, showing the latest States which updated a given Country Profile – up to 4 weeks.

3.8 Compilations

The Contractor should provide the facility for the Permanent Bureau to easily generate a compilation of specific questions and answers for each e-Country Profile. For a given question of a given e-Country Profile, it will provide a list of the answers with a breakdown of the name of States.

Examples for the 2007 e-Country Profile:

Stage 1, Question I.4.a (Functions of Central Authorities): Can the functions of the Central Authorities be performed by public bodies, or other bodies subject to the supervision of the competent authorities of [name of State]?

- How many States ticked yes? Provide a list of States.
- How many States ticked no? Provide a list of States.
- For those that ticked yes, name of authorities provided in Question I.4.b.

Stage 1, Question I.6.f How does the Central Authority in [name of State] facilitate the collection and expeditious transfer of maintenance payments?

Collection of payments within the requested State

- How many States ticked “The Central Authority is responsible for the collection of maintenance payments.” Provide a list of States.
- How many States ticked “The Central Authority is not responsible for the collection of maintenance. It refers an application requiring ongoing collection to the appropriate public body.” Provide a list of States.
- How many States ticked “The Central Authority is not responsible for the collection of maintenance payments. This collection is handled privately. Please indicate how these payments should be made.” Provide a list of States.

Stage 2, Question I.1.a: Please provide a short overview of the process(es) that occur(s) when [name of State] receives an application to recognise or to recognise and enforce a maintenance decision made in a Contracting State. Please indicate which authority receives

the application, where the application is sent for processing, the steps that occur, and what happens if recognition is contested. The purpose of this question is to provide the caseworker in the requesting State with a general understanding of the steps that will take place in working the case. Please include time frames.

- Provide an overview matching States and their responses.
- ➔ Each question should be compiled individually as no list of dependent questions will be provided.

In addition, a quick statistic button to display the number and a list of the States which have submitted a Country Profile, when they last submitted an answer / update, and an email address for follow-up purposes should also be provided.

3.9 Long-term warranty, hosting the website and database

The Permanent Bureau has a number of arrangements to host its websites and databases in Europe and in North America. However, tenderers are also invited to put forward proposals in this respect. Information on the handling of incidents after the 90-day warranty period provided for in 4.1.1 is also welcome.

3.10 Migration of existing data (2007 e-Country Profile)

For e-Country Profiles which already have data online (namely the 2007 e-Country Profile) the Contractor should provide data transfer to the new format in all available languages.

4 Minimum general conditions and terms

4.1 General conditions

4.1.1 Prices, payment and taxes

Prices charged by the Contractor under the Contract shall not vary from the prices quoted by the Contractor in its Tender, with the exception of any price adjustment authorised in the Contract or in the Contracting Authority's request for Tender validity extension, if need be. Payment will be made in Euros.

The payment schedule is foreseen as follows: 20% up-front, 50% upon receipt of the deliverable and 30% after 90 days of operation and all bugs identified within that timeframe resolved.

The Contracting Authority must pay each correctly rendered invoice within 30 days after receiving the invoice.

In the EU, the Contracting Authority is exempt from taxation, including from sales tax and value added tax (V.A.T.). therefore, a Contractor based in the EU shall not charge any such tax to the Contracting Authority. Tenderers based outside of the EU are invited to indicate tax provisions in relation to services performed outside of their country of establishment.

4.1.2 Representatives

Neither the Contractor, nor any of Contractor's employees, agents or representatives:

- Shall in any capacity be considered as members of the staff, employees or representatives of the Contracting Authority;

- Shall have any power to commit the Contracting Authority in respect of any obligation or expenditure whatsoever;
- Shall have any claim to any advantage, payment, reimbursement, exemption or service not stipulated in this Contract. In particular and without limitation, it is understood that neither the Contractor, nor any of Contractor's employees, agents or representatives may in any manner claim the benefit of the privileges and immunities enjoyed by the Contracting Authority or by its personnel;
- Shall disclose or use, in whole or in part, for any purpose whatsoever, other than specified in the present Contract, information or documents communicated to them, or which come to their knowledge in the course of the performance of this Contract, including but not limited to, the results of the Work under the Contract. The Contractor shall ensure that the Contractor's employees, agents and representatives are expressly bound by and respect the provisions of the present clause.

4.1.3 Designation of a coordinator

The Contractor shall appoint a coordinator within its personnel, to be approved by the Contracting Authority. The coordinator shall actively cooperate with the Permanent Bureau. Throughout the duration of the Contract, the coordinator will consult the Contracting Authority as often as necessary and will attend meetings, as reasonably required by the Contracting Authority, at the expense of the Contractor.

4.1.4 Subcontracting

The Contractor shall not subcontract nor cause the work to be *de facto* performed by third parties unless agreed to in the Contract for development.

Even where the contracting authority authorises the contractor to subcontract to third parties, it shall nevertheless remain bound by its contractual obligations and shall be solely responsible for the proper performance of the work.

The Contractor shall make sure that the subcontract does not affect rights and guarantees granted to the contracting authority by virtue of the Contract for development, and that the minimum terms and condition apply in their entirety to the subcontractor.

4.1.5 Intellectual Property Rights (IPR)

The ownership of all copyright, trademarks, trade names, patents, and all other intellectual property rights (IPR) specifically developed for the purpose of the Contract: graphics, website layout, surface content, logos and devices, and the rights to the domain names, manuals, training materials or presentations, shall be transferred and remain vested to the Contracting Authority.

At the sole exception of IPR licensed to the Contracting Authority under open-source licences, the Contracting Authority, as the acknowledged owner, shall be and remain the sole owners of all IPR in all data, material, documentation or information inputted, loaded or placed onto the provided system or solution in any manner, reports generated by or from the system, material or documentation placed on the system, outputs, and end-products.

The Contractor will be required to indemnify the Contracting Authority against third party claims relating to the awarding authority use, re-use, re-distribution or licensing of any part of any product designed to service this Contract (software or intellectual property).

The Contracting Authority reserves the right to transfer the entirety of its rights to another entity at any stage of the execution of the contract without any modification of the contract or indemnity due to the Contractor (see 4.1.7).

Should any license be necessary for the operation of the software to be delivered as part of this call for tender, the Contractor will be invited to make a Voluntary Contribution towards the cost of the license.

4.1.6 Documentation

All documentation needed in order to provide full support for the supplied services must be made available to any subsequent provider. Any cost for preparing such documentation shall be borne by the Contractor.

4.1.7 No Vendor Lock-in Clause

All standards, interfaces, protocols, formats or semantic assets implemented by the supplied solution and required for the full use of all data created or maintained using the supplied services during the lifetime of the Contract must be made available to Contractors who may be awarded a subsequent contract, with no additional costs.

Any costs resulting from the lack of availability, license restrictions or royalties related to these standards, interfaces, protocols, formats or semantics assets shall be borne by the Contractor (see 4.1.5 *in fine*).

4.1.8 Conflict of interest

The Contractor warrants that no official or personnel of the HCCH has been or shall be admitted by the Contractor to any direct or indirect benefit arising from the Contract or the award thereof.

The Contractor shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest. If the Contractor becomes aware of any situation constituting or likely to lead to a conflict of interests during the performance of the Contract, the Contractor shall immediately notify the Contracting Authority, in writing.

4.1.9 Specific provisions in relation to funding

The HCCH will fund the Contract through EU funding (Grant Agreement 101091401).

Tenderers should note that the Contractor shall claim no right vis-à-vis any provider of external funding to the HCCH.

Any provider of external funding shall not be held liable for any damage cause or sustained by the Contractor as a consequence of or during the implementation of the project.

The Contractor shall facilitate compliance with obligations under the Grant Agreement, including Articles 11 (proper implementation), 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping)⁸

4.1.10 Confidentiality privacy- protection of personal information

All technical, financial or other documentation and data compiled or received by the Contractor under the Contract shall be treated as confidential, and shall be delivered only to

⁸ A model Grant Agreement is available here: https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/agr-contr/unit-mga_he_en.pdf

the Contracting Authority authorised officials or personnel upon completion of work under this Contract.

The Contractor shall not communicate at any time to any other person or external authority any information known to it by reason of its association with the Contracting Authority which has not been made public except with the authorisation of the Contracting Authority; nor shall the Contractor at any time use such information for private advantage. These obligations do not lapse upon termination of the Contract.

4.1.11 Termination for breach

The Contracting Authority may immediately terminate this Contract for breach in whole or in part at any time, upon giving written notice to the Contractor by registered letter with recorded delivery.

The Contracting Authority reserves the right to terminate the Contract without any prior notice or indemnity:

- If the contractor, in the judgement of the Contracting Authority, has engaged in corrupt or fraudulent practises in competing for or in executing the Contract;
- If the Contractor fails to comply with any of its obligations under the contract, and the Contractor fails to remedy such neglect or failure within ten (10) Business Days after receiving notice from the Contracting Authority of such neglect or failure.

4.1.12 Additional Rights to Terminate

The Contracting Authority may terminate the Contract immediately, if:

- The Contractor files for a declaration that the Contractor be adjudged bankrupt or makes or proposes to make a general assignment for the benefit of the Contractor's creditors;
- a receiver or other official is appointed for all or a substantial part of the property of the Contractor, or any person files for the appointment of such an official;
- the Contractor plans to or goes out of business;
- the Contractor uses, destroys, exploits, or discloses any Confidential Contracting Authority Information or any Personal Information contrary to the contract;
- in the discretion of the Contracting Authority, the Contractor has made or makes a material misrepresentation in this Contract or has made or makes a material misrepresentation or provided materially inaccurate or incomplete information in its Tender;
- the Contractor subcontracts any of its obligations under the contract contrary to the terms and conditions of the contract;
- the Contractor breaches its obligations regarding conflict of interest.

4.1.13 Change of ownership

The Contractor shall inform the Contracting Authority as early as possible of any change or anticipated change in the status of the Contractor or its ownership that may affect its ability to render the services mentioned herein, as soon as such information is known to the Contractor.

4.1.14 Amicable Settlement - Arbitration clause

The Contract between the Contractor and the Contracting Authority shall provide that the parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, the Contract or the breach, termination or

invalidity thereof. If the parties cannot reach such amicable settlement through negotiation, the matter shall first be referred to conciliation, by a request by either party for conciliation procedures. The conciliation shall take place in accordance with the UNCITRAL Conciliation Rules within a time period of 60 days.

Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph, shall be referred for decision to an arbitrator chosen by agreement between the Contracting Authority and the Contractor or, failing such agreement on the choice of the arbitrator within three months of the request of arbitration, to an arbitrator appointed by the first President of the Court of Appeal of The Hague at the request of either Party. The decision of the arbitrator shall be final and not subject to appeal. The arbitration shall take place in The Hague, Netherlands.

4.1.15 HCCH privileges and immunities

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any immunity from suit or legal process or any privilege, exemption or other immunity enjoyed by the Contracting Authority, its officers and staff, either pursuant to the Exchanges of letters between the Dutch Minister of Foreign Affairs and the Secretary General of the HCCH with regard to the privileges and immunities (1st December 1959 and 16/17 December 1992) or other Conventions, agreements, laws or decrees of an international character.