



Project co-funded by the
CIVIL JUSTICE PROGRAMME
of the EUROPEAN UNION



iSupport

Case Management and Secure Communication System

CALL FOR TENDER

Closing date: 1 June 2015 12.00 AM The Hague time

Table of Contents

1 PRESENTATION OF THE CONTRACTING AUTHORITY AND CONTEXT OF THE TENDER.....	5
1.1 Introduction: about the Hague Conference.....	5
1.1.1 Vision	5
1.1.2 Mission.....	5
1.1.3 Strengths and values	6
1.2 About the iSupport Project	6
1.2.1 The Grant Agreement	6
1.2.2 The iSupport Project.....	7
1.3 About the EU Maintenance Regulation and the 2007 Hague Child Support Convention	7
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	8
1.3.2 The 2007 Hague Convention on the international recovery of child support and other forms of family maintenance.....	8
2 INSTRUCTION TO TENDERERS	9
2.1 Conditions of the call for tender	9
2.1.1 Context of the call for tender - transparency.....	9
2.1.2 Division in two lots	10
2.1.3 Duration of the tender / deadline / Extension of the deadline.....	10
2.1.4 Point of contact /written request.....	10
2.1.5 Acceptance and rejection of tenders	10
2.1.6 Tendering expenses.....	11
2.1.7 Tenders submitted by partnerships (encouraged)	11
2.1.8 Subcontracting.....	11
2.1.9 Modification or cancellations	11
2.1.10 Confidentiality	12
2.2 Presentation, submission and contents of the tenders	12
2.2.1 Presentation	12
2.2.2 Time line	13
2.2.3 Content	14
2.2.4 Intention to subcontract.....	14
2.2.5 Divulgarion of conflict of interest/lobbying.....	15
2.2.6 Financial conditions per lot	15
2.2.7 Volume of the contract of Lot 1	16
2.2.8 Publication of the results/information of the Tenderer.....	16
2.3 Contract award criteria/ Evaluation Plan.....	16
2.3.1 Disqualification of candidates	16
2.3.2 Evaluation process – Desirable criteria	17
3 DELIVERABLES DESCRIPTION	17
3.1 Lot 1 Development of the iSupport system	17
3.1.1 Basic features (Overview of lot 1 requirements).....	17
3.1.2 Agile development.....	18
3.1.3 Communication between iSupport systems.....	18
3.1.4 Open source – open standards.....	18
3.1.5 Evaluation	18

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

3.1.6 Acceptance	18
3.1.7 Timeline	19
3.1.8 Specific required documents for Lot 1	19
3.2 Lot 2 Maintenance of the iSupport system.....	20
3.2.1 Overview.....	20
3.2.2 Location of the SP.....	20
3.2.3 Financial sections in the quote	20
3.2.4 Duration of the maintenance contract.....	21
3.2.5 Evaluation	21
3.2.6 Timeline	22
3.2.7 Specific required documents for Lot 2	22
4 MINIMUM GENERAL CONDITIONS AND TERMS.....	23
4.1 General conditions	23
4.1.1 Prices, payment and taxes.....	23
4.1.2 Representatives	23
4.1.3 Designation of a coordinator.....	23
4.1.4 Subcontracting.....	24
4.1.5 Intellectual Property Rights (IPR).....	24
4.1.6 Documentation.....	24
4.1.7 No Vendor Lock-in Clause.....	25
4.1.8 Conflict of interest	25
4.1.9 Information on Union funding and use of European Union emblem – Disclaimer	25
4.1.10 Specific provisions under to the Grant Agreement	25
4.1.11 Confidentiality privacy- protection of personal information	25
4.1.12 Termination for breach.....	26
4.1.13 Additional Rights to Terminate.....	26
4.1.14 Change of ownership	26
4.1.15 Amicable Settlement - Arbitration clause	26
4.1.16 HCCH privileges and immunities	27
4.2 Minimum conditions for Lot 1.....	27
4.2.1 Open source - Software distribution	27
4.2.2 Licenses.....	27
4.2.3 Delivery and installation of Software	27
4.2.4 Acceptance testing	28
4.2.5 Payment.....	28
4.3 Minimum conditions for Lot 2.....	28
4.3.1 Provision of services	28
4.3.2 Termination	28

Annex 1 Deliverable Document

Annex 2 Requirements pricing list (Lot 1)

Annex 3 Administrative forms

Annex 4 Payment Schedule (Lot 1)

Annex 5 Evaluation tables (Lot 1 and 2)

Annex 6 General description of the iSupport services

Annex 7 Transition from project to maintenance

Annex 8 Info Doc iSupport Governance

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

Abbreviations and definitions

CFT	Call For Tenders or Contract Notice (Directive 2004/18/EC); Notice containing information about the procurement, including a comprehensive description and specification of the solution 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.
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 supplier and/or 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, i.e. Supplier of the solution for Lot 1 and/or Service Provider for lot 2.
Solution/application	iSupport case management and secure communication system.
Contracting Authority	HCCH or any entity subrogated to its rights.
Grant Agreement	Grant Agreement for an action with multiple beneficiaries – JUST/2013/JCIV/AG/4627.
HCCH	Hague Conference on Private International Law.
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.
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.
Prior Information Notice	Minimum information about the procurement published to allow suppliers and 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.

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

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>
---	--

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

- 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.

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

- 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

1. 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

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

Experience

3. 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

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

Location

5. 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

6. 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 Techniques (ITTIG), and the Austrian Ministry of Justice) on the other part has been signed on 2 July 2014, under the "Civil Justice" Programme.

7. 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

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

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).

8. 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

9. 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.

10. 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

11. 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
- provide their citizens with effective access to justice.

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

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

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

12. 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.

13. 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.

14. 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

15. 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 one 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.

16. The Convention offers a comprehensive framework 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 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.

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

17. 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

18. 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 with the Model Law on Public Procurement (UNCITRAL) requirements.

19. As recommended by the EU Guide for the procurement of ICT standards, representatives of the industry have been invited to the first Advisory Board meeting on 4 and 5 December 2014 to share their experience and express their views in the most transparent way with the objective of developing a solution that is feasible, cost-effective and best meets ICT needs.

20. The Hague Conference has accordingly made known its intention for a planned procurement through the publication of a Prior Information Notice on 19 March 2015. Interested candidates and stakeholders have been subsequently invited to present possible queries and suggestions to the iSupport Advisory Board which met on 28 and 29 April 2015. Those questions and the related answers have been published on the Hague Conference website under the iSupport specialised section.

21. On the 29 April 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 April 2015. Those presentations are available on the Hague Conference website.

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

23. 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 after consultation of the Advisory Board. 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.

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

24. 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.

2.1.2 Division in two lots

25. 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.

26. 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 Annex 1, Deliverables Document):

- Lot 1 : Development, tests and pilot implementation 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

27. Tenders must remain valid for a duration of 180 days.

28. The time limit for receipt of tenders is fixed at 31 days from the date on which the contract notice was sent, on the 1st June 2015 at 12h00 Hague time.

29. 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) (See 2.1.4, par. 32)
- Where significant changes are made to the procurement documents.

30. The Hague Conference 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.

2.1.4 Point of contact /written request

31. 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 iSupport team at the following email address iSupport.procurement@hcch.nl.

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

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

2.1.5 Acceptance and rejection of tenders

34. 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

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

or part 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.

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

2.1.6 Tendering expenses

36. 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)

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

38. 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.

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

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

41. In order to guarantee 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.

42. Tenderers responding to both lots through temporary associations shall designate a coordinator acting as a unique representative of this partnership who will be responsible for the interconnection of the project.

2.1.8 Subcontracting

43. The tenderer may subcontract the tasks specified in the Deliverable Document to other economic operators in compliance with the minimum terms and conditions (see Chapter 4.1.4 Subcontracting).

2.1.9 Modification or cancellations

44. 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.

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

2.1.10 Confidentiality

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

46. 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 to the specific and sensible nature of data accessible by the Developer and the Service provider in the performance of the contract, the Contractor must sign a confidentiality agreement providing a high level of protection.

2.2 Presentation, submission and contents of the tenders

2.2.1 Presentation

47. 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

48. 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.

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

50. Tenders shall be sufficiently detailed, specific and complete with the applicable supporting data to enable the Hague Conference 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 product and services offered in close consideration of the requirements and information set out in this document (see criteria listed under 2.3.2, par. 73.).

51. To facilitate the evaluation, tenders are to be written clearly and concisely, neatly organized, 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.

iSupport

cross-border recovery of maintenance obligations

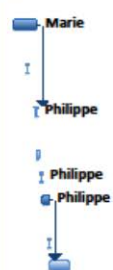
pour le recouvrement transfrontière des obligations alimentaires

2.2.2 Time line

Table 1 Provisional CFT timeline

Call for tender sent for publication	1 st May 2015
Deadline for additional information	20 May 2015, 12.00
Deadline for reception of tenders	1 st June 2015, 12.00 (Hague Time).
Opening of the tender – Permanent Bureau	1 st June 2015, 16.00
Analysis of proposals – possible questions to Tenderers - References checks	2 June 2015-5 June 2015
iSupport Advisory Board Meeting – finalization of the selection	8 June 2015
Contract negotiation	9 June – 18 June 2015
Contract signature	19 June 2015
Start of development	17 July 2015

HCCH - iSupport project											
ID	Task Name	Start	Finish	% Complete	July	October	January	April	July	October	January
82	Tender	Thu 2-4-15	Thu 16-7-15	0%							
92	Final tender ending at 12:00h Hague time	Fri 1-5-15	Mon 1-6-15	0%							
93	Deadline for additional information request at 12:00h Hague time	Wed 20-5-15	Wed 20-5-15	0%							
94	Opening of the tenderers documents at 16:00h Hague time	Mon 1-6-15	Mon 1-6-15	0%							
95	Analysis of proposals	Tue 2-6-15	Fri 5-6-15	0%							
96	AB meeting	Mon 8-6-15	Mon 8-6-15	0%							
97	Decision tender and contracts; 2 weeks	Tue 9-6-15	Thu 18-6-15	0%							
98	Contract signature	Fri 19-6-15	Fri 19-6-15	0%							
99	4 weeks after signing the contract: Start development	Fri 19-6-15	Thu 16-7-15	0%							



52. One representative per tenderer shall be permitted to participate in the opening of the tenders which will take place in the Permanent Bureau premises on 1st June 2015, 16.00 Hague Time. Should a tenderer wish to be present, it shall inform the iSupport team of the name of its representative by email (iSupport.procurement@hcch.nl) not later than 20 May 2015.

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

2.2.3 Content

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

54. 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. 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.
- b. Specifically required attachments to the letter of application for each lot, as listed in Chapters 3.1.8 and 3.2.7;
- c. The appropriate Administrative Forms (Annex 3);
- 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;
- g. 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 dates and names of clients;
- 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 45.1 of the EU Directive 2004/18/EC;
- 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 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;
- 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

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

55. If the tenderer intends to subcontract part of the tasks described in the Deliverable Document, 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 the Annex 3 (administrative forms) completed by the subcontractor,
 - Documentation as listed at par. 54, c, e, f, g, i, j, k, l.

2.2.5 Divulgarion of conflict of interest/lobbying

56. 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.

57. 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 per lot

58. 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 Tenderer, if they are essential to execution of the contract. In that respect, 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.

59. In particular, Tenderers bidding for Lot 1 must pay attention to the fact that the iSupport budget and development time are fixed, and that the costs of 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.

60. The Tender must include a price for all mandatory requirements that are shown as “Must Have” on the list of Requirements. **The total price for these mandatory requirements must not exceed the identified budget for the project. Any tender that contains a price quotation that exceeds the identified budget amount will be rejected without further justification.**

61. In addition, a Tenderer shall also submit a price for all or any of the additional requirements shown in the list of Requirements (identified as “Should have” and “Could have” if applicable), where the Tenderer believes that those requirements could either be included within the existing budget or provided for an additional amount of funding. The price quoted shall indicate clearly whether the additional requirements can be developed from within the identified budget. The price quotations and any associated description of requirements shall be clear enough to permit an adequate evaluation of tenders in the event that additional funding becomes available.

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

62. In the event that tenders for lot 1 include proprietary components, the solution must be supplied under a fixed fee license included in the total price. Licenses providing for annual or monthly fees shall not be considered.

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

64. The cost proposal shall be submitted as a separate document and must address estimated costs and prices as outlined in the requirements pricing form (Annex 2).

2.2.7 Volume of the contract of Lot 1

65. The actual value of the procurement for lot 1 is 175.000 euros. However, additional funding might be made available in the course of the contract. This funding shall be allocated in order of priority to the provision of requirements labelled as “should have”, “could have” or “additional”.

2.2.8 Publication of the results/information of the Tenderer

66. 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.

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

68. 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.

2.3 Contract award criteria/ Evaluation Plan

2.3.1 Disqualification of candidates

69. 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, and therefore disqualified.

70. 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 irregular, and therefore disqualified.

71. 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.

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

2.3.2 Evaluation process – Desirable criteria

72. The evaluation tables defining the awarding criteria and their respective weight for each lot are provided in Annex 5. As already set out in 2.2.6 (60.), Tenderers that do not include all the mandatory requirements will be disqualified.

73. The evaluation of Tenders shall include *inter alia* the following criteria:

- Strategic resources available for the project (experience, expertise, availability, quality of staff profiles)
- Quality and relevance of reference for projects similar to iSupport
- Financial stability of the Company or companies responsible for the Tender
- Quality of the proposed methodology, design and plans
- Location of the company and impact on development and support (distance from the Hague; remote work if applicable)
- Proven capacity to collaborate with another economic actor and capacity to support transition from developer/supplier to the service provider.
- Real value analysis (one-time transition costs, whole of life costs)
- Additional for lot 1:
 - Number of extra functional/technical requirements included and creative solutions proposed
 - Price of additional requirements not described in this CFT
 - Stability, modularity, interoperability and flexibility of solution architecture
 - Sufficient demonstration that the tenderer has considered all types of available software
 - Capacity to support the iSupport transition to the deployment and maintenance phase
- Additional for lot 2:
 - Creative business models proposals
 - Experience working flexibly and cooperatively in a multinational and multi-client environment
 - Accessibility to the client
 - Secure information management ability

3 DELIVERABLES DESCRIPTION

Please refer to the attached Deliverables Document for a comprehensive description of the product and services. The information given below is intended to provide principles and further background.

3.1 Lot 1 Development of the iSupport system

3.1.1 Basic features (Overview of lot 1 requirements)

74. iSupport is a case management system for end-users including a connection to an external communication system. The deliverables document is not a strict description-document. Creative solutions for development are encouraged with regard to additional

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

functional or technical requirements. However development of all requirements shown as “Must Have” must be included in the Tender.

75. Lot 1 consists of the development or the delivery of the application and technical deliverables, the technical testing and the transition related tasks (see Transition from Project to maintenance Document).

3.1.2 Agile development

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

3.1.3 Communication between iSupport systems

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

3.1.4 Open source – open standards

78. The Hague Conference encourages suppliers to ensure that the supplied solution uses open standards with the technical possibilities being taken into account. When responding to this tender, suppliers must demonstrate a willingness to use standards, interfaces, protocols and formats that :

- Are implementable by all potential providers of equivalent technologies;
- Are developed through an open and transparent process;
- Can be reused without restrictions and are royalty free.

79. More specifically, 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.

3.1.5 Evaluation

80. The final iSupport system product will be considered delivered after the approval of the Acceptance tests and the results of the pilot implementations.

3.1.6 Acceptance

81. The Solution shall be accepted by the Contracting Authority when all of the following occur to the satisfaction of the Contracting Authority:

- (a) The Solution is entirely capable of delivering the functionality set out in the Deliverables document, including the functional and technical Requirements as amended and,

iSupport

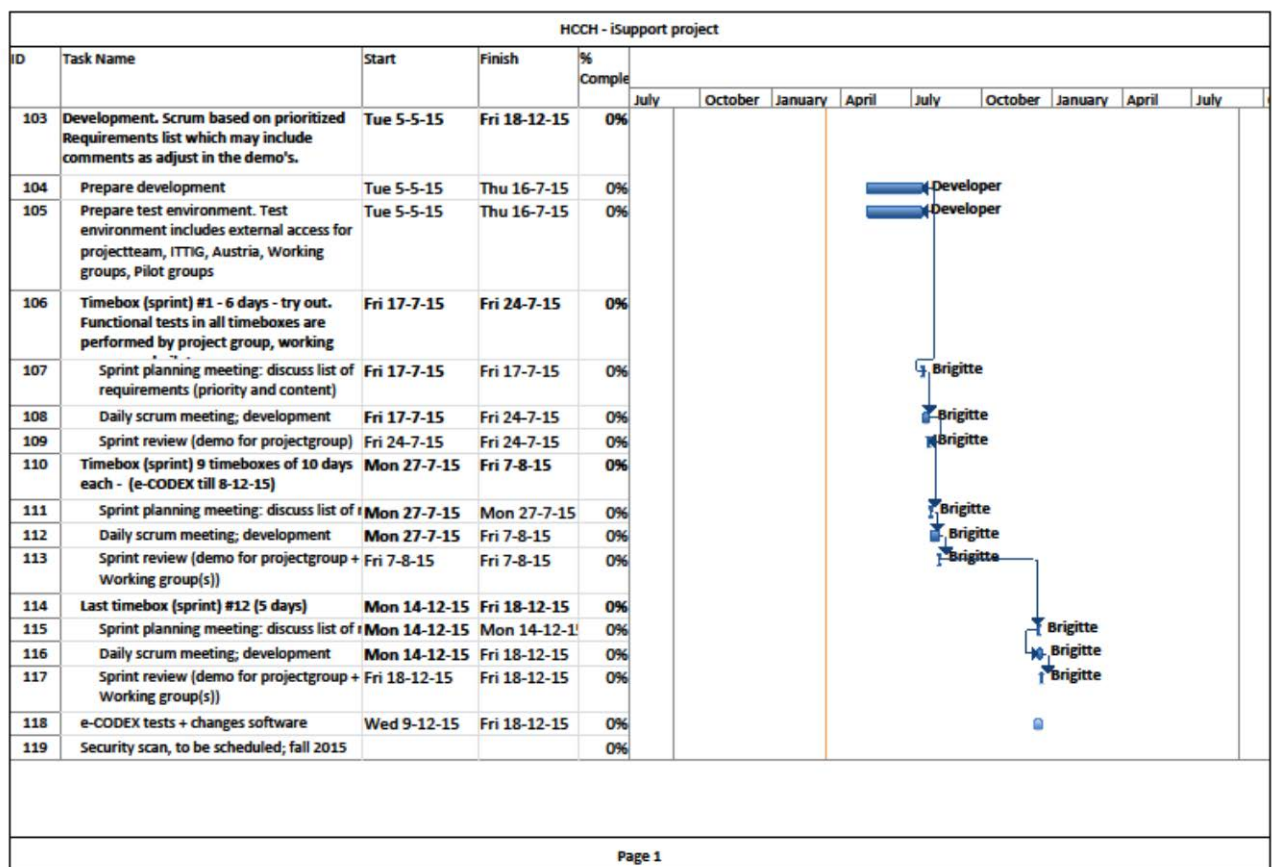
cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

- (b) Acceptance Testing on Functional Requirements and Acceptance Testing on Technical Requirements has been completed and there are no unresolved Severity Level 1 Incidents and,
- (c) All logged Severity Level 2 Incidents identified during Acceptance Testing on Functional Requirements and Acceptance Testing on Technical Requirements are Closed or the Contracting Authority has tested and agreed to the workaround solution proposed by the Tenderer and,
- (d) All outstanding Severity Level 3 and Severity Level 4 Incidents identified during Acceptance Testing on Functional Requirements and Acceptance Testing on Technical Requirements have been reviewed by the Contracting Authority and,
- (e) The User and Technical Documentation has been completed by the Contractor and approved by the Contracting Authority.

3.1.7 Timeline

82.



3.1.8 Specific required documents for Lot 1

83. Tenders for lot 1 shall include the following documents:

- A description of their solution in the letter of application, including the budget;
- Copies of all licenses under which components of the software are released as applicable;

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

- The Requirement pricing list (Annex 2) based on the Deliverables document; on this list, prices per requirement can be clarified if applicable;
- The PBS (product breakdown structure);
- A training plan for end-users;
- A detailed work plan to develop iSupport (the “Development Work Plan”) which shall include:
 - Identification of an Acceptance Date, which may be no later than 26 February 2016, when the Contracting Authority may accept the application, after the completion of Acceptance Testing, and can place iSupport into Operational Use.
 - Installation, configuration, testing and acceptance of the iSupport and all upgrades for the server side at the HCCH site in The Hague and, if required in the discretion of the Contracting Authority at a chosen pilot site, within Europe;
- A Test Plan that demonstrates how the Tenderer intends to establish to the satisfaction of the Contracting Authority that the product that has been developed meets or exceeds all the requirements of the Deliverables document;
- A Development Work Plan that sets out how the Tenderer proposes to develop iSupport in accordance with the timelines set out in par. 82.

(See also chapter 2.2.3 “Content”).

3.2 Lot 2 Maintenance of the iSupport system

3.2.1 Overview

84. Tenders for lot 2 shall include:

- Maintenance activities for the iSupport system. Tenderers shall refer to the Deliverables document for a comprehensive description of the iSupport system. The tenderers should take special note of the chapters ‘Service Provider’, ‘Developer – e-CODEX Service Provider’ and ‘Help to users / iSupport-manual’. in the Deliverables document.
- Service for 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 Annex 6, General description of the iSupport services);
- Transition related activities (see Annex 7, Transition from project to maintenance).

3.2.2 Location of the SP

85. Maintenance does not have to be provided on-site (at the location of the installation of iSupport in each State). Maintenance activities may be carried out remotely using communication software and/or e-mail and phone. Tenderers must describe in the tender documents the way they will provide maintenance services to all States using iSupport around the world.

3.2.3 Financial sections in the quote

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

86. Maintenance related prices quotes shall include the following items:

1 Base cost, 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. Tenderers must specify what is covered by the base fee.

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. Tenderers must specify the fees to per charged and the process for time and incident charges.

3 Proposal in the event that a solution or support cannot be delivered within the specified Service Levels, such as a payment of a penalty or the provision of extra days at no extra cost to develop changes (service rebates).

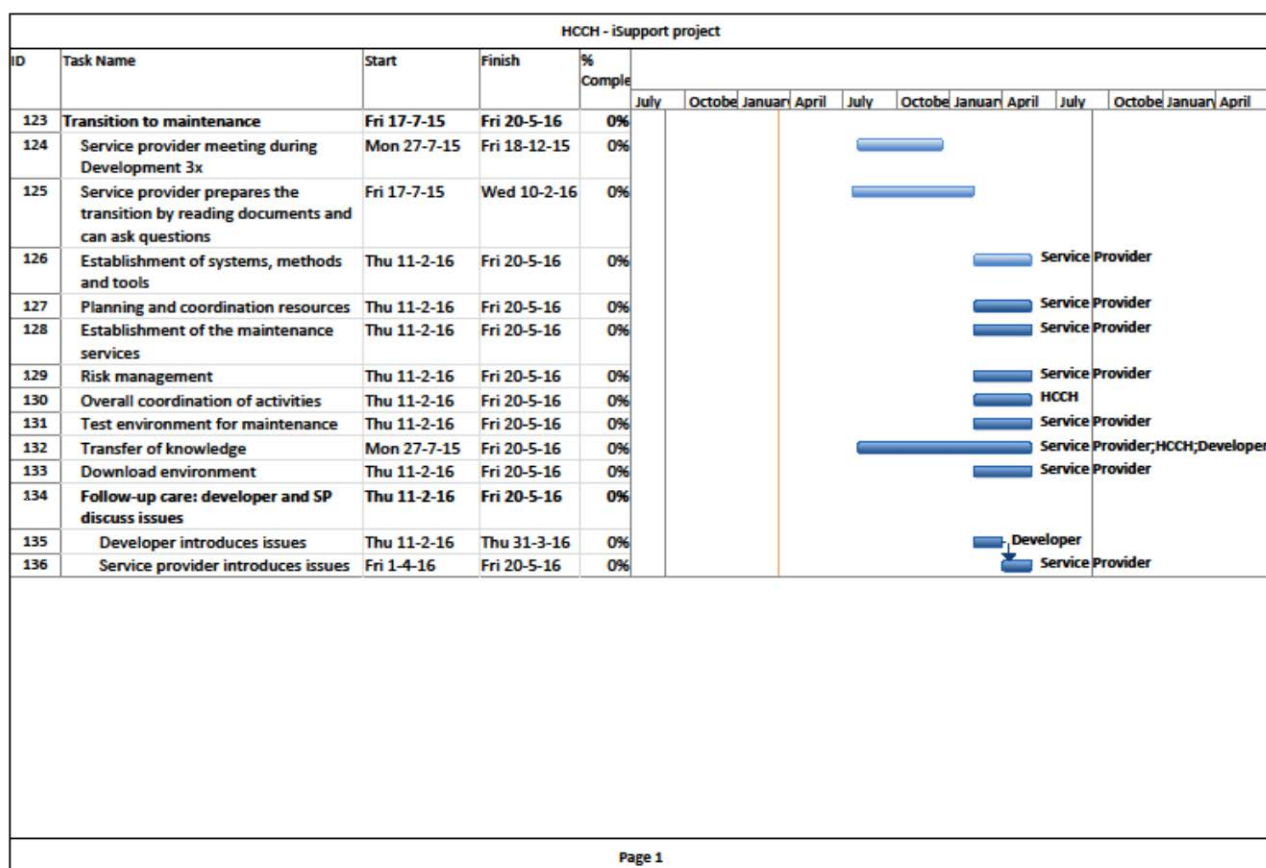
3.2.4 Duration of the maintenance contract

87. The Service provider shall commit to a first duration of Maintenance contract of five years, including an evaluation process every 12 months.

3.2.5 Evaluation

88. The services provided by the Service provider are evaluated after 1, 2, 3, 6 and 12 months and thereafter at 12 month intervals.

3.2.6 Timeline



89. The development must follow the MS Project schedule for the transition and start of the maintenance.

3.2.7 Specific required documents for Lot 2

90. Tenders for lot 2 shall include:

- a description of their approach to iSupport maintenance in the letter of application, including :
 - the fee structure including the services rebates (see par. 85);
 - the solution for incidents where the solution time did not meet the service levels (see par. 86);
 - a description of the provision of remote services if applicable (see par. 85).
- Where the application is to be developed using an open source solution, a proposal detailing how it will:
 - organise and support a long term developers community in order to bring new developments, corrections and improvements to the delivered software or solution;
 - encourage contribution (to the software or solution) from the Contracting Authority itself, from its own staff and from third parties;
 - organise technically and legally the collaborative work of the community;

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

- combine its own software warranty – if any- with the work provided by this developers community.

(See also chapter 2.2.3 Content)

4 MINIMUM GENERAL CONDITIONS AND TERMS

4.1 General conditions

4.1.1 Prices, payment and taxes

91. 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.

92. Payment will be made in Euros.

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

94. The Contracting Authority is exempt from taxation, including from sales tax and value added tax (V.A.T.). therefore, the Contractor shall not charge any such tax to the Contracting Authority.

4.1.2 Representatives

95. 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

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

96. The Contractor shall appoint a coordinator within its personnel, to be approved by the Contracting Authority. The coordinator shall actively cooperate with the iSupport team. 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

97. The Contractor shall not subcontract nor cause the work to be *de facto* performed by third parties unless expressly provided for in the tender and agreed to in the contract for development.

98. 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.

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

4.1.5 Intellectual Property Rights (IPR)

100. The ownership of all copyright, trademarks, trade names, patents, and all other intellectual property rights (IPR) specifically developed and implemented in the provided system or solution : 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.

101. At the sole exception of IPR licensed to the contracting authority under royalty-free or fixed fee 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.

102. 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 the provided system or solution (software or intellectual property).

103. 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.

4.1.6 Documentation

104. All documentation needed in order to provide full support for the supplied solution must be made available to any subsequent provider. Any cost for preparing such documentation shall be borne by the supplier of the supplied solution or the service provider responsible for the maintenance of the solution.

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

4.1.7 No Vendor Lock-in Clause

105. 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 solution during the lifetime must be made available to providers of equivalent technologies who may be awarded a subsequent contract, with no additional costs.

106. Any costs resulting for the lack of availability, license restrictions or royalties related to these standards, interfaces, protocols, formats or semantics assets shall be borne by the provider of the supplied solution.

4.1.8 Conflict of interest

107. The contractor warrants that no official of the Hague Conference has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof.

108. 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 Information on Union funding and use of European Union emblem – Disclaimer

109. Any communication or publication related to the solution, made by the Contractor, including at conferences, seminars, or in any information or promotional materials (brochures, leaflets, posters, presentation, etc.) shall indicate that the action has received funding from the Union and shall display the European Union emblem.

110. Any communication or publication related to the solution, made by the Contractor in any form and using any means, shall indicate that it reflects only the author's view and that the European Commission is not responsible for any use that may be made of the information it contains.

4.1.10 Specific provisions under to the Grant Agreement

111. According to the Article II.9.2 of the Annex II of the Grant Agreement, the Contractor shall claim no right vis-à-vis the European Commission.

112. The European Commission 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.

4.1.11 Confidentiality privacy- protection of personal information

113. All technical, financial or other documentation and data compiled or received by the Contractor under this Contract shall be treated as confidential, and shall be delivered only to the Contracting Authority authorized officials upon completion of work under this Contract.

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

114. 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.

4.1.12 Termination for breach

115. 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.

116. 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.

4.1.13 Additional Rights to Terminate

117. 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.

4.1.14 Change of ownership

118. 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.

4.1.15 Amicable Settlement - Arbitration clause

119. The parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, this Contract or the breach,

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

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 90 days.

120. Any dispute, controversy or claim arising out of or relating to this 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.

4.1.16 HCCH privileges and immunities

121. 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 Hague Conference on Private International Law 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.

4.2 Minimum conditions for Lot 1

4.2.1 Open source - Software distribution

122. To the extent that the solution, or any part of the solution, is licensed under an open source software arrangement, the supplier will grant that the purchasing authority has the right to distribute the delivered application under the European Union Public License (EURL v 1.1 or later) or any licence(s) providing the rights stated in the article 2 of the EURL.

123. The provisions of the EURL will prevail over the agreed terms in the event and to the extent of any inconsistency.

4.2.2 Licenses

124. Any cost resulting from licenses attached to components of the solution that would not have been disclosed by the Contractor as prescribed at Chapter 3.1.8, par. 83 shall be solely borne by the Contractor.

4.2.3 Delivery and installation of Software

125. The Contractor must deliver, install and implement the Software in accordance with the project planning (see Chapter 3.1.7 Timeline) and ensure that the Software, when installed and implemented, and for so long as it is maintained under this Contract, provides the functions and meets the performance and other requirements of the relevant Specifications and Documentation.

iSupport

cross-border recovery of maintenance obligations

pour le recouvrement transfrontière des obligations alimentaires

4.2.4 Acceptance testing

126. Each element of the solution is subject to acceptance by the Contracting Authority, after appropriate tests for acceptance. If any part of the solution fails the tests for acceptance on two or more occasions, the Contracting Authority may (in addition to its other remedies) terminate the Contract immediately under clause 4.1.12 by giving Contractor written notice.

127. If the contract is terminated for breach, failure of the acceptance tests, or any motives referred to under 4.1.12 and 4.1.13, **the Contractor shall return without further delay the full amount of provisional payments already made by the Contracting Authority.**

4.2.5 Payment

128. Subject to the acceptance of the product and services, the Contracting Authority must pay to the Contractor the final product price and service charges as set out in the Schedule for payment (Annex 4 Payment Schedule).

4.3 Minimum conditions for Lot 2

4.3.1 Provision of services

129. The contractor shall comply with the guidelines provided by the general description of the iSupport services.

4.3.2 Termination

130. Upon receipt of notice of termination, the Contractor shall take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination. The Work that is complete on receipt of notice by the Contractor shall be accepted by the Contracting Authority, at the contract terms and prices. For the remaining, the Contracting Authority may elect to cancel the remainder and pay to the Contractor the amount corresponding to the completed work.