

TECHNICAL SPECIFICATION FOR THE PUBLIC PROCUREMENT OF SERVICES

II part of the procurement object

1. DEFINITIONS AND ABBREVIATIONS	
1.1. DB	Database
1.2. IS	Information system
1.3. SW	Software
1.4. Procurement	A public procurement being carried out by the Contracting Authority for the procurement of the procurement object specified in this Technical Specification
1.5. Project	Project "Development of the national system for archiving and exchanging medical images and the electronic services it provides"
1.6. MedVAIS	National system for archiving and exchanging medical images
1.7. Contracting Authority, Buyer, Customer	The State Enterprise Centre of Registers, legal entity code 124110246, address Studentų St. 39, 08106 Vilnius. The Contracting Authority is a VAT payer
1.8. Contract	The Contract for the Public Procurement-Sale of Services awarded to the successful Provider (Supplier)
1.9. Provider (Supplier), deployer	A person (a natural person, a private legal entity, a public legal entity, other organisations and their units) or a group of persons with whom the Contracting Authority concludes a Contract
1.10. Technical Specification	Technical Specification for the Procurement
1.11. FHIR	Fast Healthcare Interoperability Resources.
1.12. Other definitions used in this Technical Specification are defined in the Contract, the Conditions of the Procurement, the Law on Public Procurement of the Republic of Lithuania, the Law on Public Procurement in the Field of Defence and Security of the Republic of Lithuania, the Procedure for low-value procurement, approved by Order No 1S-97 of the Director of the Public Procurement Office of 28 June 2017 on Approval of the Procedure for Low-Value Procurement, the Methodology for calculating the estimated value for the public procurement and procurement, approved by Order No 1S-94 of the Director of the Public Procurement Office of 27 June 2017 on Approval of the Methodology for Calculating the Estimated Value for the Public Procurement and Procurement, the Civil Code of the Republic of Lithuania and other legal acts regulating public procurement.	
2. GENERAL PROVISIONS	
2.1. For the purposes of this Technical Specification, the definitions "must be", "must have", "shall allow", "shall be able to", "will be", "will allow", "will include" are equivalent and mean that the Provider (Supplier) shall develop and implement (or provide and implement) the relevant functionality or provide relevant services within the scope of this procurement.	
2.2. Where specific models or sources, standards, certificates, protocols, concrete processes or trademarks, patents, types, specific origin or manufacture are mentioned in the Technical Specification when describing the procurement object, this shall include equivalent products or processes (i.e. the Provider (Supplier) may also offer relevant equivalent products or processes), regardless of whether these references are accompanied by the words "or equivalent" (the condition does not apply if the source, standard, certificate, protocol, concrete process or trademark, patent, type, specific origin or manufacture is mentioned in the definition of the products or existing processes held by the Contracting Authority or partners). The burden of proving equivalence lies with the Provider (Supplier). Minimum requirements have been laid down. Providers (Suppliers) may offer a procurement object with better	

characteristics.

2.3. General requirements for the provision of services:

2.3.1. The Provider (Supplier) shall provide the means and technical equipment necessary for the provision of the services;

2.3.2. The Provider (Supplier) shall not use third-party components that are new, have never been used in projects, are in Alpha or Beta testing and require additional run-time licences;

2.3.3. The Provider (Supplier) undertakes to provide written and oral advice to the representatives of the Contracting Authority in relation to the procurement object throughout the entire period of validity of the Contract;

2.3.4. The Contracting Authority undertakes to provide the Provider (Supplier) with the necessary and appropriate information for the proper performance of the Contract throughout the entire period of validity of the Contract;

2.3.5. Before granting access to personal data processed by the Contracting Authority, the Provider (Supplier) will be required to provide the Contracting Authority with the name, surname and contact details (telephone number, e-mail address) of the person responsible for the protection of personal data;

2.3.6. The Provider (Supplier) will be required to sign an agreement on the processing of personal data as set out in Article 28(3) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the Regulation), which must set out the subject-matter and duration of the processing of personal data, the nature and purpose of the processing of data, the type of personal data and categories of data subjects, and the obligations and rights of the Centre of Registers;

2.4. The provision of the services must be carried out in accordance with the following legal acts and amendments thereto arising during the provision of the services, and other documents relating to the area of activity to be computerised and to the e-services to be developed or modified:

2.4.1. General Data Protection Regulation (EU) 2016/679;

2.4.2. Law on Public Procurement of the Republic of Lithuania;

2.4.3. Law on Public Procurement in the Field of Defence and Security of the Republic of Lithuania;

2.4.4. Law on Management of State Information Resources of the Republic of Lithuania;

2.4.5. Law on Legal Protection of Personal Data of the Republic of Lithuania;

2.4.6. Law on Cyber Security of the Republic of Lithuania;

2.4.7. Resolution No 349 of the Government of the Republic of Lithuania of 15 May 2024 on Implementation of the Law on Management of State Information Resources of the Republic of Lithuania;

2.4.8. Resolution No 478 of the Government of the Republic of Lithuania of 26 April 2001 on Approval of the Procedures to be Followed in Planning, Adjusting, Using, Accounting for and Controlling Public Funds Allocated for Public Capital Investments;

2.4.9. Description of Organisational and Technical Cybersecurity Requirements for Cybersecurity Entities, approved by the Resolution No 818 of the Government of the Republic of Lithuania of 13 August 2018 on Approval of the National Cyber Security Strategy;

2.4.10. Methodology for Lifecycle Management of State Information Systems, approved by Order No T-29 of the Director of the Information Society Development Committee under the Ministry of Transport and Communications of 25 February 2014 on Approval of the Methodology for Lifecycle Management of State Information Systems;

2.4.11. Methodological recommendations for the development, testing and evaluation of websites of state and municipal institutions and bodies tailored for persons with disabilities, approved by the Order No T-72 of the Director of the Information Society Development Committee under the Ministry of

Transport and Communications of 23 May 2013 on Approval of the Methodological Recommendations for the Development, Testing and Evaluation of Websites Tailored for Persons with Disabilities;
 2.4.12. Description of the national procedure for disclosure of communication and information systems vulnerabilities, approved by the Order No V-484 of the Minister of National Defence of the Republic of Lithuania of 9 July 2021 on Approval of the Description of the National Procedure for Disclosure of Communication and Information Systems Vulnerabilities.

2.5. The Provider (Supplier) must comply with the legal acts in force at the time of performance of the Contract. The Provider (Supplier) shall also be bound by any newly adopted/amended legal acts during the performance of the Contract, insofar as it relates to the performance of the Contract. If newly adopted/amended legal acts are contrary to the requirements described in this Technical Specification, the Provider (Supplier) must implement the requirements in accordance with the current version of the adopted/amended legal acts at the time of performance of the Contract.

2.6. The Provider (Supplier) shall be responsible for complying with the requirements of legal acts on occupational health and safety and other documents governing occupational health and safety in force in the Republic of Lithuania.

3. PROCUREMENT OBJECT

3.1. Procurement object	<p>Modernisation of portals, web services, FHIR data structure and interface to medical images (hereinafter referred to as the Services).</p> <p>The detailed requirements for the Services shall be specified in the Annex 'Requirements for the Procurement Object' to the Technical Specification (if applicable)</p>
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3.2. Division of the procurement object	<p>The procurement object shall not be divided into lots. The reasons for non-division are set out in point 3.3.</p>
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3.3. Justification for not dividing the procurement object into lots (if applicable)	<p>The procurement object cannot be divided into lots because of:</p> <p>1) Technical reasons – The procurement object concerns the provision of one type of service, i.e. modernisation of portals, web services, FHIR data structure and interface to medical images that are closely related to the functionalities developed by ESPBI IS. The solutions chosen for the development and integration of new functionalities must be technologically aligned with each other, and when the Procurement Object is divided into parts and different suppliers develop the same IS, the solutions used by one supplier may be incompatible (or difficult to reconcile) with the solutions used by another supplier;</p> <p>2) Excessive time costs – by dividing the procurement object into parts and developing the same IS by different suppliers, suppliers should, before starting to provide their share of services, receive the results of the provision of services of other suppliers and familiarize themselves with them, which would significantly increase the deadlines for achieving the final result and would risk the smooth and uninterrupted work of IS. Coordination between two or more suppliers would lead to significantly higher time costs for the coordination of decisions and processes for the Contracting Authority, as well as potentially affect the increase in the duration of the tasks, which could delay the delivery of the final result.</p> <p>3) Additional costs – the coordination of the work of</p>
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	different suppliers and the delimitation of their responsibilities would entail additional administrative costs. In view of the fact that the supplier might also be settled at an hourly rate, any additional functions performed by the supplier, such as additional analysis, cooperation and/or planning and coordination of the services provided with other suppliers, would increase the working time for the performance of tasks, for which the Contracting Authority would have to pay additionally, at an hourly rate. Familiarizing different suppliers with the specifics of the project, the ESPBI IS architecture, and the needs of users would entail additional costs. Also, each supplier would have to do part of the analysis or preparation work anew, which would lead to double payment for the same processes.
3.4. Unit of measure	Kit Hour
3.5. Quantity (volume) of the Services	1 Kit Up to 700 hours (order for additional services)
3.6. The specified quantity (volume) of the Services is	A maximum Services will be procured depending on the need, up to the maximum quantity indicated
3.7. Minimum quantity (volume) of the Services that the Contracting Authority undertakes to procure during the performance of the Contract (if applicable)	1 Kit
3.8. Changing the quantity (volume) of the Services	Not applicable
3.9. Place of delivery of the Services	The Services shall be provided remotely or, if necessary, at the Contracting Authority's premises located at Studentų St. 39, Vilnius. Place of delivery of the Services may be changed within the limits of Vilnius city.
3.10. Term of delivery of the Services	3.10.1. Services must be provided no later than within 7 months from the date of entry into force of the Agreement (in case there are at least 7 months left on the date of contract until 30.04.2026) or until 30.04.2026 (in case there are less than 7 months left on the date of the contract until 30.04.2026). 3.10.2. Additional Services must be provided from the date of entry into force of the Agreement for 7 months (in case there are at least 7 months left on the date of the contract until 30.04.2026) or until 30.04.2026 (in case there are less than 7 months left on the date of the contract until 30.04.2026). Service Orders may be placed and must be fulfilled within the time period specified in the Order, but no later than the expiry term/date specified above.
3.11. Extension of the term of delivery of the Services and conditions	3.11.1. The term for the delivery of services referred to in Clause 3.10.1 may be extended if:

	<p>3.11.1.1. there are evidence based obstacles or disruptions, the occurrence of which is not influenced by the Parties and for which they are not responsible, and which are caused and attributable to third parties, or other circumstances which the Parties could not have foreseen in advance. The circumstances on which the need to extend the term of provision of the Services is based can in no way depend on the parties to the Agreement. In each such case, the Contracting Party initiating the extension of the term of provision of the Services shall, without delay in writing, but not later than within 5 working days, notify the other Contracting Party thereof, providing evidence of the existence of the aforementioned circumstances. The indicated circumstances shall be assessed by the other party to the Agreement, upon the latter's consent, the term of provision of the Services may be extended only for the period of existence of the aforementioned circumstances, but not longer than:</p> <p>3.11.1.1.1. until 30.04.2026; or 3.11.1.2 for the deadline for the implementation of the project, if the deadline for the implementation of the project will be extended, but not longer than for a period of 6 months; or 3.11.1.3. for a period of no longer than 6 months in case funding will be allocated outside the Project.</p> <p>3.11.2. The deadline for the provision of additional services specified in 3.10.2. may be extended if the Initial Value of the Contract is not used. In such a case, the Contracting Authority shall notify the Provider in writing, indicating the term for which it is proposed to extend the term of provision of the Services. With the Provider's consent, the term of provision of Services may be extended only until the Initial Value of the Contract is exhausted, but not longer than for a period of 6 months (the number of extensions is not limited).</p>
. OBLIGATIONS OF THE PROVIDER (SUPPLIER)	
4.1. Time limit for the Provider (Supplier) to inform the Customer in writing of any circumstances which hinder and/or may prevent the Provider (Supplier) from fulfilling its contractual obligations in accordance with the terms and conditions set out in the Contract	5 working days
4.2. Other obligations of the Provider (Supplier)	-
4.3. Other obligations of the Provider (Supplier) shall be specified in the Annex 'Requirements for the Procurement Object' to the Technical Specification (if applicable), the draft Contract and the Procurement Conditions	

5. PROCEDURE FOR TRANSFER AND ACCEPTANCE OF THE SERVICES	
5.1. Deadline for signing the Statement	5 working days
5.2. Periodicity of signing the Statement	<p>5.2.1. The Statement shall be signed after each phase specified in the II Part 'Requirements for the Procurement Object' to the Technical Specification.</p> <p>5.2.2. The actual quantities of the additional services provided are forwarded to the Customer when the Parties sign the Statement of Additional Service Provision during the previous month. The Statement is signed once a month.</p>
6. QUALITY OF THE SERVICES	
6.1. Guarantee term of the Services	12 months
6.2. Deadline for removal of Service deficiencies observed during the transfer - acceptance of the Services and/or after the signing of the Statement	10 working days from sending a notification of the deficiencies observed
7. REQUIREMENTS RELATING TO NATIONAL SECURITY	
<p>7.1. In order to avoid security gaps and vulnerabilities in the software, the Provider (Supplier) must follow generally accepted secure coding standards and good practice (The Open Web Application Security Project (OWASP) Secure Coding Practices, etc.) for the development of the SW and the provision of SW maintenance services. The developed SW must be free of unauthorised access to data and other security vulnerabilities listed in the latest OWASP Testing Guide (not limited to the OWASP Top 10 vulnerabilities) (https://www.owasp.org), The OWASP API Security Checklist, and other IS security methodologies developed by OWASP or equivalent documents. Security checks (threat modelling, source code reviews, and other security checks required by secure coding standards and good practice) must be carried out at every stage of SW design (development, maintenance). The security checks must be based on the latest versions of the following methodologies: OWASP Web Security Testing Guide, Penetration Testing Execution Standard (PTES), Open Source Security Testing Methodology Manual (OSSTMM), Information Systems Security Assessment Framework (ISSAF), SANS, NIST SP 800-30 or equivalent security check methodologies.</p>	
<p>7.2. The Provider (Supplier) must, in agreement with the Contracting Authority, use the latest versions of SW packages, libraries, programming languages, their compilers and interpreters available at the time of development of the newly created SW.</p>	
8. ENVIRONMENTAL REQUIREMENTS	
<p>8.1. Given that the Services procured are intangible intellectual services not related to the creation of a tangible object, the provision of which will not create negative environmental effects, nor will it create a source of pollution or generate waste, in accordance with the Procedure for Applying Environmental Criteria in Green Procurement approved by the Order No D1-508 of the Minister of Environment of the Republic of Lithuania of 28 June 2011, the Procurement shall be considered green.</p>	
9. HIERARCHY	
<p>9.1. This Technical Specification shall be an integral and indivisible document.</p> <p>9.2. The following order of priority of the Procurement documents shall be established for the purposes of interpretation and invocation of the Technical Specification:</p> <p>9.2.1. Tender notice;</p> <p>9.2.2. Special Part of the Contract;</p> <p>9.2.3. Technical Specification;</p> <p>9.2.4. Annex No. 1 'Requirements for the Procurement Object' to the Technical Specification (if applicable);</p> <p>9.2.5. Other Annexes to the Technical Specification (if applicable);</p> <p>9.2.6. General Part of the Contract;</p>	

9.2.7. Procurement Conditions;

9.2.8. Annexes to the Procurement Conditions;

9.2.9. Tender bid.

9.3. If any of the documents referred to in point 9.2 contains ambiguities, inconsistencies, or contradictions with the conditions set out in a higher-ranking document, these shall always be deemed to prevail over the conditions set out in the lower-ranking document from the moment they are established.

9.4. In the event the documents submitted by the Provider (Supplier), including licences, rules for their use, etc., contradict the conditions set out in the documents referred to in points 9.2.1 to 9.2.8, the provisions of the documents referred to in points 9.2.1 to 9.2.8 shall apply.

10. ALONG WITH THE TENDER BID, THE PROVIDER (SUPPLIER) MUST SUBMIT

10.1. -

11. ANNEXES

11.1. Annex No. 1

Requirements for the procurement object