# Annex 2 to the Procurement Conditions ‘Technical Specification’

**TECHNICAL SPECIFICATION FOR THE PUBLIC PROCUREMENT OF SERVICES**

Lot IV of the procurement object

ESPBI IS audit trail software, configuration and programming services

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| **1. DEFINITIONS AND ABBREVIATIONS** | |
| * 1. DB | Database |
| * 1. IS | Information system |
| * 1. SW | Software |
| * 1. Procurement | Public procurement being carried out by the Contracting Authority for the purchase of the procurement object specified in this Technical Specification |
| * 1. Project (if applicable) | Project ‘Decomposition of the sub-systems constituting the ESPBI IS’ |
| * 1. ESPBI IS | Information System of Electronic Health Services and Collaboration Infrastructure |
| * 1. 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. Contract | Contract for the Public Procurement-Sale of the Services awarded to the successful Provider |
| * 1. Provider, Deployer | Person (natural person, private legal entity, public legal entity, other organisations and their units) or a group of persons with whom the Contracting Authority concludes a Contract |
| * 1. Technical Specification | Technical Specification for the Procurement |
| * 1. Other definitions used in this Technical Specification are defined in the Contract, 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. | |
| 1. **GENERAL PROVISIONS** | |
| * 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 shall develop and implement (or provide and implement) the relevant functionality or provide relevant services within the scope of this procurement. | |
| * 1. 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 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. Minimum requirements have been laid down. Providers may offer a procurement object with better characteristics. | |
| * 1. General requirements for the provision of the Services:      1. The Provider shall provide itself with the tools and technical equipment necessary for the provision of the Services.      2. The Provider shall not use third-party components that are new, have never been used in projects, are in Alpha or Beta testing phases and require additional run-time licences.      3. The Provider 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.      4. The Contracting Authority undertakes to provide the Provider with the necessary and appropriate information for the proper performance of the Contract throughout the entire period of validity of the Contract.      5. Before granting access to personal data processed by the Contracting Authority, the Provider 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.      6. The Provider will be required to sign an arrangement 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. | |
| * 1. 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:      1. General Data Protection Regulation (EU) 2016/679      2. Law on Public Procurement of the Republic of Lithuania      3. Law on Public Procurement in the Field of Defence and Security of the Republic of Lithuania      4. Law on Management of State Information Resources of the Republic of Lithuania      5. Law on Legal Protection of Personal Data of the Republic of Lithuania      6. Law on Cyber Security of the Republic of Lithuania      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      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      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      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      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      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 | |
| * 1. The Provider must comply with up-to-date legal acts at the time of performance of the Contract. The Provider 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 must implement the requirements in accordance with the current version of the adopted/amended legal acts at the time of performance of the Contract. | |
| * 1. The Provider 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. | |
| 1. **PROCUREMENT OBJECT** | |
| * 1. Procurement object | **ESPBI IS audit trail software, configuration and programming services** (hereinafter referred to as **the Services**).  Detailed requirements for the Services shall be specified in the Annex ‘Requirements for the Procurement Object’ to the Technical Specification |
| * 1. Division of the procurement object | Select |
| * 1. Justification for not dividing the procurement object into lots (if applicable) |  |
| * 1. Unit of measure | Set  Hour |
| * 1. Quantity (volume) of the Services | 3 sets  700 hours |
| * 1. The specified quantity (volume) of the Services is | 3 sets  700 hours  Services will be procured depending on the need, up to the amount of funds allocated to the Procurement, as specified in the Procurement Conditions |
| * 1. Minimum quantity (volume) of the Services that the Contracting Authority undertakes to procure during the performance of the Contract (if applicable) | 1 set |
| * 1. Changing the quantity (volume) of the Services | Not applicable |
| * 1. 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. |
| * 1. Term of delivery of the Services | 3.10.1. The Provider undertakes to implement all the requirements specified in Annex to the Technical Specification ‘Requirements for the procurement object’ (1 set of works) except for Priority 2 and Priority 3 works not later than within 7 months from the date of entry into force ofthe Contract (in case not less than 7 months remain from the date of conclusion of the Contract until 30 April 2026) or until 30 April 2026 (in case less than 7 months remain from the date of conclusion of the Contract until 30 April 2026).  3.10.2. Orders for Priority 2 and Priority 3 Services (1 each) and Additional Development Services may be placed from the effective date of the Contract and must be completed within the time specified in the Order, but not later than 7 months (in the case where at least 7 months remain until 30 April 2026 on the date of conclusion of the Contract), or until 30 April 2026 (in the case where less than 7 months remain until 30 April 2026 on the date of conclusion of the Contract). |
| * 1. Extension of the term of delivery of the Services and conditions | 3.11.1. The Parties to the Contract are entitled to an extension of the term of the Services specified in point 3.10.1. (1 set of works) but only if:  3.11.1.1. There are evidence-based obstacles or disturbances, which occurrence the Parties to the Contract have no influence on, and which they are not responsible for, and which are caused by and attributable to third parties, or other circumstances, which could not have been known to the Parties to the Contract in advance. The circumstances that justify the need to extend the term of delivery of the Services cannot in any way depend on the parties to the Contract. In each such case, the party to the Contract initiating the extension of the term of delivery of the Services shall notify the other party to the Contract thereof in writing without delay, but not later than within 5 working days, providing evidence of the existence of such circumstances. The specified circumstances shall be assessed by the other party to the Contract, and with its consent, the term of delivery of the Services may be extended only for the period of the existence of such circumstances, but no longer than:  3.11.1.1.1. By 30 April 2026  or  3.11.1.1.2. The term of implementation of the project if the term of implementation of the project is going to be extended; however, not longer than 25 months  or  3.11.1.1.3. For a period not exceeding 25 months if funding is provided not from the Project funds.  3.11.2. The term for provision of Priority 2 and Priority 3 Services (1 each) and the Additional development Services as specified in point 3.10.2 may be extended if the Initial Contract Value as specified in Contract point 5.2 of the Special Conditions has not been used. In such a case, the Buyer shall notify the Provider in writing, specifying the period for which the extension of the Services is proposed. If the Provider agrees, the term of the Services may be extended only until the Initial Contract Value as specified in Contract point 5.2 of the Special Conditions has been exhausted, but for a maximum period of 25 months (no limit on the number of extensions). |
| 1. **OBLIGATIONS OF THE PROVIDER** | |
| * 1. Time limit for the Provider to inform the Customer in writing of any circumstances which hinder and/or may prevent the Provider from fulfilling its contractual obligations in accordance with the terms and conditions set out in the Contract | 5 working days |
| * 1. Other obligations of the Provider |  |
| * 1. Other obligations of the Provider shall be specified in the Annex ‘Requirements for the Procurement Object’ to the Technical Specification, the draft Contract and the Procurement Conditions | |
| 1. **PROCEDURE FOR TRANSFER AND ACCEPTANCE OF THE SERVICES** | |
| * 1. Deadline for signing the Statement | 5 working days |
| * 1. Periodicity of signing the Statement | The Statement shall be signed after each phase specified in the Part II ‘Requirements for the Procurement Object’ to the Technical Specification and monthly for additional development hours. |
| **6. QUALITY OF THE SERVICES** | |
| * 1. Warranty period of the Services | 12 months |
| * 1. Deadline for removal of Service deficiencies observed during the transfer - acceptance of the Services and/or after the signing of the Statement | Within the period specified in the Service Defect Report. |
| 1. **SECURITY REQUIREMENTS** | |
| * 1. To avoid security gaps and vulnerabilities in the software, the Provider 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. | |
| * 1. The Provider must, in agreement with the Contracting Authority, use the latest versions of SW packages (e.g. Microsoft Office 2019 for the use of WordML technology), libraries (e.g. jQuery v3.7.1, jQuery.min, Bootstrap, etc.), programming languages, their compilers and interpreters (e.g. JDK21, .NET 4.8, .NET Core, PHP 8.0) available at the time of development of the newly created SW. | |
| 1. **ENVIRONMENTAL REQUIREMENTS** | |
| * 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. | |
| 1. **HIERARCHY** | |
| * 1. This Technical Specification shall be an integral and indivisible document.   2. The following order of priority of the Procurement documents shall be established for the purposes of interpretation and invocation of the Technical Specification:      1. ;      2. Special Part of the Contract;      3. Technical Specification;      4. Annex No. 1 ‘Requirements for the Procurement Object’ to the Technical Specification;      5. Other Annexes to the Technical Specification (if applicable);      6. General Part of the Contract;      7. Procurement Conditions;      8. Annexes to the Procurement Conditions;      9. Tender bid.   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.   4. In the event the documents submitted by the Provider, 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. | |
| 1. **ALONG WITH THE TENDER BID, THE PROVIDER MUST SUBMIT** | |
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| 1. **ANNEXES** | |
| * 1. Annex No. 1 | Requirements for the procurement object |