## TECHNICAL SPECIFICATION FOR SERVICES

**DESCRIPTION OF THE SUBJECT OF THE CONTRACT**

## TERMS AND DEFINITIONS

**Client** means LTG Kompetencijų centras UAB.

**Supplier** means an economic entity, including a natural person, private legal person, public legal person, other organisations and their subdivisions or a group of such persons, with whom the Client concludes the Contract.

**Services / Service** means software development and deployment services measured in hours of the Supplier's specialists.

**Software** means webMethods platform components (Integration Server, Designer, Adapters, Trading Networks) for exchanging data between systems.

**Order** means a one-time or recurring order from the Client during the term of the Contract, which provides for the booking of hours of a specialist(s) during a specified period.

**Critical incident** means a technical, logical or other failure in a system that disrupts the operation and/or availability of the system.

**Ordinary incident** means a technical, logical or other failure in a system that does not disrupt the operation and/or availability of the system, but renders the system non-compliant with the established requirements (FR and/or NFR).

**Deficiency** means that the function does not perform, does not fulfil its purpose properly, distorts or provides incorrect and unrealistic data, the format of the data provided does not comply with the agreed solutions, and any information is lost.

**Contract** means the Contract concluded between the Supplier and the Client on the Subject of the Contract.

## SUBJECT OF THE CONTRACT

* 1. Services required for the development of an interface for the implementation of data exchange solutions, i.e. hours of the Supplier's specialists for analysis, integration design, programming tasks, development of integration logic using webMethods Integration Server, Designer and related components, configuration and testing of data transformations and flows, administration of CI/CD processes, and preparation of technical and user documentation (hereinafter referred to as the "Subject of the Contract").
  2. The Client seeks to purchase the Services, the technical requirements of which are described in this Technical Specification and annexes hereto, in the Contract and in other procurement documents, in accordance with the conditions and the parameters set out therein.
  3. The Subject of the Contract is not subdivided into lots. The implementation of all lots of the Subject of the Contract requires a systematic, coherent and contextualised content, which cannot be achieved by subdividing the procurement into separate lots and separate contracts.
  4. The tender must be submitted for the full scope of the Subject of the Contract:
  5. **The Subject of the Contract includes:**
     1. Software development and deployment;
     2. Consultancy services, such as advising the Client's representatives on all issues related to the development, deployment and operation of the system;
     3. **The items and quantities of the Subject of the Contract are indicated in Annex 1 to the Technical Specification.**

## REQUIREMENTS FOR THE SUBJECT OF THE CONTRACT

* 1. **General requirements:** 
     1. The Services must not pose a threat to national security as specified in the Procurement Documents.
     2. The specific requirements for the development and deployment services are given in **Annex 2 Deployment\_development** to the Technical Specification.
     3. The service offered by the Supplier shall comply with the non-functional requirements (NFRs) for information safety and GDPR described in **Annex 2 Safety\_GDPR requirements** to the Technical Specification.
     4. Documents supporting compliance of the subject of the contract with the non-functional requirements set out in Annex 2 “Non-functional requirements” to the Technical Specification, in accordance with the points set out therein.
     5. The Client seeks to purchase the Services on the basis of its business need. The Client’s need may be subject to change during the service period. The Client shall not be obliged to purchase all and/or part of the provisional quantities of the Services specified.
  2. **Services are subject to after-sales maintenance:**
     1. The Supplier shall provide a 24 (twenty-four) month after-sales maintenance from the date of signing the Handover and Acceptance Certificate.
     2. The after-sales maintenance period includes the correction and reporting of the Supplier’s errors at no extra charge.

## DOCUMENTS SUBMITTED TOGETHER WITH THE TENDER:

Documents supporting compliance of the subject of the contract with the non-functional requirements INFORMATION SAFETY and GDPR set out in section “Safety and GDPR requirements” of Annex 2 “Non-functional requirements” to the Technical Specification, in accordance with the points set out therein.

## DOCUMENTS SUBMITTED DURING THE PERFORMANCE OF THE CONTRACT:

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No.** | **Name** | **Moment of submission** | **Content and format requirements** |
|  | Documentation demonstrating assurance and compliance with FRs and NFRs in accordance with the requirements referred to in **TS** **Annex 2** “Non-functional requirements”; | From the date of the Client's request to receive documentation, including architectural, configuration and other documents related to the development and deployment services, within a mutually agreed period of time not exceeding 21 (twenty-one) working days. | Submitted electronically, in Lithuanian and/or English |
|  | Service Handover and Acceptance Certificate | Submitted after the proper provision of the Services. | Submitted electronically, in Lithuanian and/or English |
|  | Evidence of the qualification of the specialist whose hours are being booked, in accordance with the one specified **TS Annex 1** | From the date of the Client's request for a change of the specialist, within a maximum of 7 (seven) working days | Submitted electronically, in Lithuanian and/or English |

**FULFILMENT OF OBLIGATIONS**

## PROCEDURE FOR THE PROVISION OF SERVICES

* 1. The place of service provision: Remotely.
  2. Time of services:

|  |  |  |
| --- | --- | --- |
| **Service:** | **Response time:** | **Implementation time:** |
| Development and deployment | 5 working days from the approval of the Order | Upon separate agreement with the Client during the performance of the Contract |
| **Critical incident** response | No later than within 1 hour after the incident report is sent | No later than within 4 hours after the incident report is sent |
| **Ordinary incident** response | No later than within 8 hours after the incident report is sent | No later than within 24 hours after the incident report is sent |

* 1. Orders are placed by e-mail and/or up-to-date means of communication (i.e. Teams, etc.). On receipt of an order, the Supplier shall evaluate the order and submit a free-form proposal indicating the specialists’ hours required to complete the order. Fulfilment of an order shall only begin upon the Client’s confirmation of the proposal quotation by e-mail.
  2. The Supplier will be required to provide the Services during the Client's working hours, i.e. Monday to Friday from 8:00 to 17:00, lunch break from 12:00 to 13:00. The Services referred to in clause 6.2 of the Technical Specification shall be provided as set out in clause 6.6 of the TS.
  3. If the Client expresses dissatisfaction with the specialist assigned by the Supplier, the Supplier shall, upon written notice, replace the person with another specialist who meets all the specified qualification requirements, within 5 (five) working days without providing any further explanation.
  4. Upon identification of a critical incident by the Client and notification by e-mail, the service shall be available 24/7, in accordance with clause 6.2 of the TS.
  5. During the term of the Contract, the Services ordered within the scope of the development, deployment and consulting services shall be commenced in accordance with the demand submitted by the Client no later than within 5 (five) working days from the moment of placing the Order in the manner specified in clause 6.3. The time limits for the provision of the Services shall be agreed in advance in writing and confirmed in the Order submitted by the Client. The time limits specified in this clause shall not apply in the event of at least one of the incidents referred to in clause 6.2 of the TS.
  6. The Supplier shall not be entitled to provide services during the performance of the Contract which do not comply with the requirements of the Procurement Documents and/or the provision of which is restricted due to international sanctions (within the meaning of the Republic of Lithuania Law on International Sanctions) and/or due to their threat to the national security, as defined in the Procurement Documents and in the Republic of Lithuania Law on Public Procurement/ the Republic of Lithuania Law on Procurement by Contracting Entities in the Water Management, Energy, Transport and Postal Services Sectors.
  7. The Services shall be provided only on the basis of individual Orders placed by the Client with the Supplier in the manner set out in clause 6.3 for the duration of the Contract.
  8. The Client will specify the persons who can place orders during the term of the contract.
  9. The Supplier shall ensure that, during the performance of the Contract, it will have sufficient human and other resources to provide the services of the purchase Contract to ensure that the Services and/or their phase(s) are provided in a timely manner, without delay, as provided for in this Technical Specification.
  10. Orders may be placed by the Client with the Supplier throughout the term of the Contract. There is no limit to the number of orders, i.e. the Client shall place orders for services as and when the need arises.
  11. The Client shall not pay for any volumes (hours of work) that have not been agreed and approved by the Client in writing.
  12. The deployment of the System Development Services shall first be carried out in the Client's test environment to verify the functionality and compatibility of the results of the development and deployment services with the existing functionality of the System, unless otherwise agreed in advance with the Client.
  13. The Supplier shall test the results of the development and deployment services provided in the testing environment and submit a report of the test results, including functional testing, integration testing, regression testing, system testing, acceptance testing, performance testing, and security testing;
  14. Errors found by the Client and the Supplier during testing shall be recorded in writing in the manner described in clause 6.3 or in another form acceptable and agreed by both Parties and their resolution shall be managed in the Client's testing environment in the System; the Supplier shall comply with the time limits set out in clause 6.2.
  15. For each Order placed by the Client, the Development Services provided in a timely and proper manner shall be handed over to the Client by signing by the Parties a handover and acceptance certificate of the Development Services provided, the content of which shall be agreed by both Parties during the performance of the contract.
  16. The Handover and Acceptance Certificate shall have the following items:
      1. Specific list of services rendered;
      2. Hours specification.
  17. If at the time of handover and acceptance of the Services the Client is unable to fully verify compliance of the Services with the requirements set out in the Order, the signing of the Handover and Acceptance Certificate shall in no way limit the Client's right to complain to the Supplier after the signing of the Handover and Acceptance Certificate about non-compliance of the Development Services with the requirements/ defects set out in the Contract.

## PROCEDURE AND DEADLINES FOR RECTIFYING DEFECTS

* 1. Any defects in the Services shall be rectified no later than within **5 (five) calendar days** from the date of the Client's e-mail notification, unless otherwise agreed with the Client.
  2. If the last day of the period for the provision of the Services or a phase thereof (if applicable) or for the rectification of defects in the Services or a phase thereof (if applicable) falls on a day which is not a working day or an official holiday, then the end of the period shall be deemed to be the next working day. Public holidays and non-working days (Saturdays and Sundays) shall be counted towards the time limit for the provision of the Services or a phase thereof (as applicable) or the rectification of defects in the Services or a phase thereof.

1. **ANNEXES**

Annex 1. Items and provisional quantities of the Subject of the Contract.

Annex 2. NFRs (non-functional requirements) for the Subject of the Contract, information safety and GDPR, deployment and development services.

Annex 3. Environmental (green) criteria.