



RIK

Registrite ja Infosüsteemide Keskus

Annex 1

to the procurement documents of the negotiated procedure without prior publication "Purchase of enrolment software" (297559)

General Technical Specification

1. General part

- 1.1. The procurement is organised with a view to awarding a public contract for the purchase of enrolment software (hereinafter the "Software") and related support services to the Estonian Forensic Science Institute (hereinafter "EKEI" or the "Contracting Authority") and for the performance of additional software development work in accordance with the orders placed.
- 1.2. The procurement is carried out by the Centre of Registers and Information Systems (hereinafter "RIK").
- 1.3. The public contract will be signed by the Estonian Forensic Science Institute.
- 1.4. The public contract will be awarded for a period of 60 months.
- 1.5. The estimated price of the work under the public contract (clauses 3 to 5 of the General Technical Specification and Annex 2) is 485 000 euros (excl. VAT).
- 1.6. The maximum price of additional development work (clause 6 of the General Technical Specification) is 100 000 euros (excl. VAT). The Contracting Authority has the right, but not the obligation, to order additional development work.
- 1.7. The price of the work under the public contract shall be the total price of the enrolment software and support services corresponding to the technical specification, which shall include:
 - 1.7.1. Enrolment software (27 client installations) complying with the requirements of the procurement documents, its delivery, relevant guidance for its setup, and training;
 - 1.7.2. 60 months of support services corresponding to the provisions of clause 5 of the General Technical Specification.
- 1.8. The Tenderer shall submit a description of the enrolment software offered on the basis of Annex 2 to the procurement document in such a level of detail that allows the Contracting Authority to verify the compliance of the tender with the prescribed conditions. This means that the Tenderer shall describe the product being offered in the "Description" box of Annex 2 or describe it in a separate additional document and refer to the title and page or section of the respective document.
- 1.9. The Tenderer shall ensure the functionality of the complete solution and the provision of the necessary training within four (4) months of entry into the public contract.
- 1.10. The estimated price of the work under the public contract will be paid on the terms and conditions specified in the public contract. Additional development work will be paid for after the acceptance of such work on the terms and conditions specified in the public contract.
- 1.11. After the submission of the tender, the Tenderer cannot rely on force majeure in the event of a delay in the delivery of the Software. If there is a delay in the delivery of the Software upon the occurrence of a circumstance of force majeure, the Tenderer shall prove that the circumstance of force majeure occurred after the submission of the tender.
- 1.12. The contracting authority and the tenderer shall, if necessary, negotiate within the framework of the procurement, inter alia, the condition and duration of the contract, the pricing and performance period of the works under the procurement contract, the training arrangements, the terms and conditions of support services, and technical parameters.

2. Reading the technical specification for the object of the procurement

- 2.1. Any reference that the Contracting Authority makes in this document or any annex to the procurement document to any ground specified in subsection 88 (2) of the Public Procurement Act as a criterion of the conformity of a tender with the technical specifications is to be read such that it is accompanied by the words "or equivalent".
- 2.2. Any reference that the Contracting Authority makes in this document or any annex to the procurement document to a purchase source, process, trademark, patent, type, origin or manner of production is to be read such that it is accompanied by the words "or equivalent".

3. General terms and conditions and requirements applicable to the enrolment software

- 3.1. The enrolment software must comply with the requirements set out in Annex 2 to the procurement document.
- 3.2. The enrolment software must allow for user authentication using the OpenID Connect (OIDC) standard.
- 3.3. In order to ensure the security of personal data processing, the complete solution must allow for the implementation of up-to-date technical measures, including:
 - 3.3.1. Complete deletion of data at the end of service provision;
 - 3.3.2. Setting the deadline for deletion of data;
 - 3.3.3. Setting the conditions for deletion of data;
 - 3.3.4. Complete deletion of defined data;
 - 3.3.5. Full monitoring of the use of data during entering, modification, viewing, transmission and deletion of the data and issuance of monitoring information at request.
- 3.4. Development work must be carried out in accordance with the development requirements set out by the RIK (Annex 3. Development Requirements v7.0).

4. Installation, setup and guidance

- 4.1. In order to start using the system, the Contracting Authority will install and set up the Software in accordance with the documentation received from the Tenderer (interface user manual).
- 4.2. The Tenderer shall participate in the installation and setup of the Software as necessary.
- 4.3. Before starting to use the enrolment software, the Contractor shall train the system users in the daily use of the system. The training shall be held for two user groups: 1. administrators and main users; 2. main users and users, twenty (20) people in total. The training shall be provided either in Estonian or English. Training shall be held on-site. The times and places of training and will be agreed separately after the award of the public contract. The price of the training shall be included in the total value of the tender.
- 4.4. The Contractor shall provide electronic user manuals either in Estonian or in English for the enrolment software (user manual and administrator manual). The Tenderer shall deliver the user manual upon delivery of the complete solution. The user manual must describe the entire functionality of the Software from the end user's perspective. The administrator manual must contain information about the configuration parameters and the possibilities for changing the parameters.

5. Support service

- 5.1. During the period of validity of the contract, the Tenderer shall offer the Contracting Authority every new version of the enrolment software for no extra charge and advise on the preparations for the installation and on the installation of the new versions in the Contracting Authority's equipment. The Contracting Authority will carry out the necessary installations. The need for installation of software updates will be agreed with the representative of the Contracting Authority. Software updates are generally

not installed more frequently than twice per calendar year, unless the installation of a software update is necessary for repairing critical malfunctions.

- 5.2. The Tenderer shall ensure that any software updates issued by manufacturers during the term of the contract can be installed by the Contracting Authority in accordance with the Tenderer's instructions within 48 hours of the publication of the update and that these will be free of charge for the Contracting Authority.
- 5.3. The Tenderer shall handle any faults remotely, unless any physical component needs to be replaced or there is another reason for physical presence. The Tenderer shall provide remote support via a secure channel (e.g. SSL, VPN).
- 5.4. If the Tenderer needs to modify the Software or install updates, the parties will agree in writing on the performance of such work.
- 5.5. Advice and technical support to the Contracting Authority shall be provided by telephone and e-mail in English on working days Mon–Fri 7:30–18:30.
- 5.6. The Tenderer shall provide the Contracting Authority with functioning contact details for the support service: a telephone number and e-mail address.
- 5.7. Within the framework of the support service, the Tenderer shall perform work on a regular basis as well as on request:
 - 5.7.1. Regular work is understood as any repair needs arising from the Tenderer's findings. The Contracting Authority shall be provided with the relevant instructions for making any modifications.
 - 5.7.2. The Contracting Authority shall submit requests by e-mail or telephone to the contact details given by the Contractor. All requests shall be handled in adherence to the response times specified by the Contracting Authority.
- 5.8. Response time is the maximum time during which the Contracting Authority must be notified of the solution. Response times can be changed by agreement in the course of performance of the contract.

Name	Maximum response time
Critical/high error (the availability of the Software is severely deteriorated, as a result of which the Software is not functional or functions with major errors)	6 hours
Medium/low error (the availability of Software is partially deteriorated, but the Software is functional)	48 hours i.e. 2 working days

6. Additional development work

- 6.1. The Tenderer shall enable the Contracting Authority to order development work related to the enrolment software solution at the hourly rate set out in the Tenderer's tender.
- 6.2. The Contracting Authority has the right, but not the obligation, to order additional development work within 60 months (the price per hour of additional development work as specified in the evaluation criterion). The Contracting Authority reserves the right to order development work as needed to a maximum extent of up to 100 000 euros (excl. VAT).
- 6.3. Procedure for ordering additional development work:
 - 6.3.1. Orders will be placed for any additional development work. The contact person of the Contracting Authority will communicate the orders to the contact person of the Service Provider. An order shall include at least the following information:
 - 6.3.1.1. all the substantive data necessary for the preparation of a quotation;
 - 6.3.1.2. a price estimate in euros (excl. VAT);
 - 6.3.1.3. the deadline for submitting a quotation.
 - 6.3.2. The Service Provider shall submit a quotation to the Contracting Authority no later than within 30 working days of the order. A quotation shall include:
 - 6.3.2.1. the data required in the order;

- 6.3.2.2. if required in the order, the quotation shall also set out the time in terms of development hours required for a detailed analysis, realisation, testing and documentation of the functionality described in the terms of reference, a description of the modifications required in the software components, etc.;
- 6.3.2.3. a time estimate in calendar days from the acceptance of the quotation to the delivery of the development work to the Contracting Authority.
- 6.3.3. The Contracting Authority has the right to accept or reject the quotation.
- 6.3.4. The time spent on (preliminary) analysis of additional development work and preparation of the quotation is not included in development work and will not be paid for.
- 6.3.5. The Service Provider shall commence the execution of an order once the Contracting Authority has confirmed the acceptance of the quotation in a format that can be reproduced in writing.
- 6.4. The Tenderer shall deliver the completed work to the Contracting Authority along with the instrument of delivery of the work. After the Contracting Authority has accepted the work, the Tenderer shall submit an invoice to the Contracting Authority.