

**UAB „BRD“**

(Uždaroji akcinė bendrovė, Mokslininkų g. 6A, LT-08412 Vilnius,

Duomenys apie įmonę kaupiami ir saugomi Juridinių asmenų registre,

Įmonės kodas: 126422682, PVM kodas: LT264226811)

|  |  |
| --- | --- |
| **Laboratorijos ir kokybės valdymo sistemos PIRKIMO KONKURSO SĄLYGOS****BENDROSIOS NUOSTATOS*** 1. UAB „BRD“ (toliau vadinama – Pirkėjas) įgyvendindama projektą "***UAB BRD gamybos procesų skaitmeninimo technologijų diegimo“ projektą*** ( Nr. 03.3.1-LVPA-K-854-01-0098), bendrai finansuojamą Europos Sąjungos struktūrinės paramos ir Lietuvos Respublikos lėšomis numato įsigyti: **Laboratorijos ir kokybės valdymo sistemą**.
	2. Pirkimas vykdomas vadovaujantis **Projektų finansavimo ir administravimo taisyklėse, patvirtintose Lietuvos Respublikos finansų ministro 2014 m. spalio 8 d. įsakymu Nr. 1K-316** (toliau – Taisyklės), Lietuvos Respublikos civiliniu kodeksu (toliau – Civilinis kodeksas), kitais teisės aktais bei konkurso sąlygomis.
	3. Skelbimas apie pirkimą paskelbtas Europos Sąjungos struktūrinės paramos svetainėje [www.esinvesticijos.lt](http://www.esinvesticijos.lt), *2019-04-19*
	4. Pirkimas atliekamas konkurso būdu laikantis lygiateisiškumo, nediskriminavimo, abipusio pripažinimo, proporcingumo, skaidrumo principų.
	5. Konkursui neįvykus dėl to, kad nebuvo gauta nė vieno pirkėjo nustatytus reikalavimus atitinkančio tiekėjo pasiūlymo, pirkėjas pasilieka teisę pakartotinį pirkimą vykdyti Taisyklių 461. punkte nustatyta tvarka.

1.6. Pirkėjo įgaliotas asmuo palaikyti tiesioginį ryšį su tiekėjais ir gauti iš jų su pirkimo procedūromis susijusius pranešimus: kokybės vadovas Valius Čyras, tel. +370 5 263 87 74, el. paštas: Valius.Cyras@bod.lt**PIRKIMO OBJEKTAS**2.1 **Laboratorijos ir kokybės valdymo sistema**.2.2 Keliami reikalavimai pateikiami techninėje užduotyje(Priedas Nr. 1).2.3 Įranga turi būti pristatyta ir pilnai įdiegta iki 2019-09-30.**PASIŪLYMŲ RENGIMAS, PATEIKIMAS,****KEITIMAS**3.1 Pateikdamas pasiūlymą tiekėjas sutinka su šiomis konkurso sąlygomis ir patvirtina, kad jo pasiūlyme pateikta informacija yra teisinga ir apima viską, ko reikia tinkamam pirkimo sutarties vykdymui.3.2 Pasiūlymas turi būti parengtas užpildant Priedą Nr. 2ir pateiktas elektroniniu paštu:Valius.Cyras@bod.lt . Pasiūlymuose nurodomų prekių kainos pateikiamos eurais (€) be PVM ir su PVM.3.3 Pasiūlymo kalba – anglų arba lietuvių.3.4 Pasiūlymas turi būti pateiktas iki **2019-04-26 14 val. 00 min**. Lietuvos laiku. Vėliau gauti pasiūlymai nebus priimami ir vertinami.3.5 Pasiūlymuose nurodoma galutinė kaina su visaistaikomais mokesčiais. Kaina pateikiama eurais, turi būtiišreikštas ir apskaičiuota taip, kaip nurodyta priede Nr. 2.Apskaičiuojant kainą turi būti atsižvelgta į šių konkursosąlygų priede Nr. 1 nurodytą įrangos ir darbų apimtį.3.6 Pirkėjo neatmesti pasiūlymai vertinami pagal mažiausios kainos kriterijų.**PASIŪLYMŲ ATMETIMO PRIEŽASTYS, DERYBOS*** 1. Komisija atmeta pasiūlymą, jeigu:
		1. tiekėjas pateikė daugiau nei vieną pasiūlymą (atmetami visi tiekėjo pasiūlymai);
		2. tiekėjas neatitiko minimalių kvalifikacijos reikalavimų, jei jie buvo taikomi;
		3. tiekėjas pasiūlyme pateikė netikslius ar neišsamius duomenis apie savo kvalifikaciją ir, Pirkėjui prašant, nepatikslino jų;
		4. pasiūlymas (jei vykdomos derybos - galutinis pasiūlymas) neatitiko konkurso sąlygose nustatytų reikalavimų (tiekėjo pasiūlyme nurodytas pirkimo objektas neatitinka reikalavimų, nurodytų techninėje specifikacijoje, ir kt.) arba dalyvis, Pirkėjo prašymu, nekeisdamas pasiūlymo esmės, nepaaiškino savo pasiūlymo;
		5. tiekėjas per Pirkėjo nurodytą terminą neištaisė aritmetinių klaidų ir (ar) nepaaiškino pasiūlymo;
		6. buvo pasiūlyta neįprastai maža kaina ir tiekėjas Pirkėjo prašymu nepateikė raštiško kainos sudėtinių dalių pagrindimo arba kitaip nepagrindė neįprastai mažos kainos;
		7. tiekėjas pateikė melagingą informaciją, kurią Pirkėjas gali įrodyti bet kokiomis teisėtomis priemonėmis;
		8. tiekėjo, kurio pasiūlymas neatmestas dėl kitų priežasčių, buvo pasiūlyta per didelė, Pirkėjui nepriimtina pasiūlymo kaina.
	2. Apie pasiūlymo atmetimą tiekėjas informuojamas per vieną darbo dieną nuo šio sprendimo priėmimo dienos.
	3. Derybos nebus vykdomos.

**PIRKIMO SUTARTIES SĄLYGOS**1. Sudarant pirkimo sutartį (Priedas Nr. 3), negali būti keičiama laimėjusio tiekėjo galutinio pasiūlymo kaina ir sąlygos, taip pat pirkimą vykdančios organizacijos pirkimo pradžioje nustatytos pirkimo sąlygos.
2. Atsiskaitymo terminai – 25 % visos sutarties kainos avansas bus mokamas per 30 d. po sutarties pasirašymo;

40 % visos sutarties kainos apmokėjimas bus atliktas per 30 d. po programinės įrangos įdiegimo įmonėje.35 % visos sutarties kainos apmokėjimas bus atliktas per 30 d. po visų, sutartyje nurodytų įsipareigojimų įvykdymo, konvejerių prijungimo ir galutinio programinės įrangos ištestavimo. 1. Atsiskaitymo tvarka – pagal įrangos tiekėjo išrašytas sąskaitas faktūras.

**Priedai**Nr. 1 Techninė specifikacija Nr. 2 Pasiūlymo formaNr. 3 Sutarties projektas | **TERMS AND CONDITIONS FOR****PROCUREMENT OF Laboratory Management System (LMS)****GENERAL PROVISIONS*** 1. UAB „BRD” (further – The Buyer) implementing project „The implementation of process digitization technologies in UAB BRD” (No. 03.3.1-LVPA-K-854-01-0098) partially financed by the European Regional Development Fund and Republic of Lithuania, intends to purchase **Laboratory Management System (LMS)**.
	2. Procurement is being performed in accordance with the **Project administration and financing regulation, approved by the Ministry of Finance of the Republic of Lithuania** (further – the Rules) on October 8, 2014 by the order No. 1K-316 „Approval of the project administration and financing rules”, by the Civil Code of the Republic of Lithuania (OG, 2000, No. 74-2262), other related legislation and the present Terms and Conditions.
	3. The tender notice is published on the website of the European Union structural assistance website www.esinvesticijos.lt, dated 2019 April 19.
	4. The tender will be processed in a competitive manner in accordance with the principles of equality, non-discrimination, mutual recognition, proportionality, transparency.
	5. In the event of a Tender failure to due to the fact that no supplier's offer was received by the Buyer, the Buyer reserves the right to re-tender in accordance with the procedure specified in paragraph 461 of the Rules.

1.6 The executive person, authorized to maintain direct contact with Suppliers, to receive notifications and provide explanations related to this Tender shall be quality manager Valius Čyras, ph.: +370 5 263 87 74, e-mail: Valius.Cyras@bod.lt**OBJECT OF THE PROCUREMENT**2.1 **Laboratory Management System**.2.2 The detailed requirements are presented in the Technical Specification (Annex No. 1 to this document).2.3 The software must be delivered and fully implemented until 30 August 2019.**TENDER PREPARATION, SUBMISSION AND****AMENDMENT PROCEDURES**3.1 By submitting the Tender, the Supplier confirms that it accepts the Terms and Conditions of this Invitation to Tender and thereby certifies that all of the information provided in the Tender is correct and includes everything that necessary for the proper execution of the Contract.3.2 The Tender must be prepared by filling in the Annex No. 2 and presented by email: Valius.Cyras@bod.lt . The price for goods shall be provided in euros (€) without VAT and with VAT.3.3 The Tender language shall be English or Lithuanian.3.4 The Proposal must be submitted **26 of April 2019 14 h. 00 min.** Lithuanian time. Tenders received later shall not be accepted and evaluated.3.5 The indicated final price shall include all taxes and other costs necessary for complete and proper fulfillment of the Contract. The price shall be quoted in Euro and shall be expressed and calculated as required in Annex 2 in the scope of works and equipment provided in Annex 1.3.6 Proposals not rejected by the Buyer are evaluated according to the lowest price criterion.**REASONS FOR REJECTION OF PROPOSALS, NEGATIATION**4.1 The proposal can be rejected if:4.1.1. the Supplier has submitted more than one proposal (all supplier's proposals are rejected);4.1.2. the Supplier did not meet the minimum qualification requirements if they were applied;4.1.3. the supplier has provided inaccurate or incomplete data about his qualification in the proposal and, after the request of the Buyer, did not specify them;4.1.4. the tender (if the negotiations - final tender) did not meet the requirements of the tender conditions (the Tender object specified in the supplier's tender does not meet the requirements specified in the technical specification, etc.) or the Supplier; after the request of the Buyer, did not explain his proposal;4.1.5. the Supplier did not correct the arithmetic errors within the term specified by the Buyer and / or did not explain the proposal;4.1.6. an unusually low price was offered and the supplier did not provide a written justification of the price components at the Buyer's request or otherwise did not substantiate abnormally low prices;4.1.7. the Supplier provided false information which the Buyer can prove by any legal means;4.1.8. A Supplier whose tender was not rejected for other reasons has been proposed too high for the Buyer price.4.2 The Supplier shall be informed of the rejection of the proposal within one working day after the date of adoption of this decision.4.3 Negotiations will not take place.**THE CONTRACT CONDITIONS**1. Concluding the contract (Annex No. 3), the total price of the winning Tender and Terms and Conditions to Invitation to Tender shall remain unchanged.
2. Payment terms – an advance payment of 25% of the contract price will be due within 30 days. after signing the contract;

40 % of the total contract price will be paid within 30 days. After LMS implementation in company.35 % of the total contract price will be paid within 30 days after the fulfillment of the obligations specified in the contract, connected conveyor system and final LMS testing.1. Payment arrangements – following the Supplier invoice.

**ANNEXES**No. 1 Technical specificationNo. 2 Tender formNo. 3 Draft of Contract |

**Gauta informacija bus saugoma ir naudojama tik pirkimo procedūroms vykdyti.**

**The information received will be considered to be confidential and used only to carry out the procurement procedures.**

Priedas Nr. 1 / Annex No. 1

**TECHNINĖ UŽDUOTIS / TECHNICAL SPECIFICATION (ONLY IN ENGLISH)**

According to recommendations of technological audit, UAB „BRD“ plans to implement a comprehensive system capable of managing all current Rx lab production and business processes on one central system. This system will offer core functionality such as:

* Connections to all OMA compatible lab equipment
* Deep and flexible production controls
* Integrated breakage management
* Integrated start to end job tracking
* Integrated inventory control
* Easily accessible reports from across the business
* Real time operator productivity, equipment throughput and order flow tracking
* Order routing and predicted completion times for each job
* Dispatch system
* Lens design system (LDS) integrations
* Electronic Data Interface (EDI) capabilities

This system will help streamline the production process. Orders will flow through the lab with very little need for manual intervention. Unnecessary decision points involving skilled labour will be automated, allowing staff to be deployed to any area of the lab, greatly enhancing flexibility. This will allow BRD to continue the growing to maximum capacity without needing increased skilled labour.

**General Requirements**

Notices in table below are restricted to S - supported, C - customization Required, T - third Party, and N - not Supported.

|  |  |  |
| --- | --- | --- |
| No. | Requirement | Notice (S/C/T/N) |
|  | **Technology** |  |
|  | On premises hosting model is required  | S |
|  | Database backup tool is provided  | S |
|  | **User interface** |  |
|  | System must support English language setups, menus, registers, messages, etc. (local language is preferred) | S |
|  | System should support access to all functions via internet. | S |
|  | System should support access via mobile devices, at least some special functions. | C |
|  | There should be a possibility to install desktop application on local work stations. | S |
|  | User manual is available | S |
|  | **Administration** |  |
|  | The system provides mechanism to setup user rights and access levels to system’s modules of the system, data objects, records, fields. Furthermore, the system allows to setup user rights in accordance with organizational structure of a given company. | S |
|  | The system provides possibility to create additional data fields in data forms on users’ demand. | S |
|  | **Compatibility with other systems** |  |
|  | The system must be customizable in order to implement integrations with all below listed system:  |  |
|  | 1. Integration with local accounting system (SKAITA)
 | C |
|  | 1. Integration with production equipment and measurement tools
 | S |
|  | 1. Web services for data supply to third parties
 | S |

 **Main functional areas**

This is a basic list of requirements.

|  |  |  |
| --- | --- | --- |
|  | Requirement | Notice (S/C/T/N) |
|  | The system must support all the commercial functions listed below:  |  |
|  | There must be a possibility to create profiles of customers, partners and other parties.  | S |
|  | There must be a possibility to create as many delivery locations per customer as needed | S |
|  | There must be a possibility to create structure of distributors with their affiliates. | S |
|  | Product catalogue must be included. | S |
|  | The sales price management with discounting rules must be available. | S |
|  | Invoicing functionality must include possibility to group orders with purpose to create time-based invoices (day, week, month) | S |
|  | Invoicing functionality must include possibility to determine rules for invoice receiver in cases of dealer/affiliate relationships.  | C |
|  | Import of sale orders (further – orders) |  |
|  | The system must include possibility to import Sales orders which can come in any of the formats listed below: |  |
|  | VCA file | S |
|  | XML file | S |
|  | SOAP/ Json or other type web service  | S |
|  | Import of orders must be a fully automated process without manual interruptions.  | S |
|  | **The entry of orders must support such functionalities:** |  |
|  | The system must allow to enter all the types of orders listed below:Free-form design orders (make to order);Stock Order (take from stock of finished products);Make to stock order | S |
|  | Each order data entry form must include standard set of data fields as well as possibility to insert additional free-form design parameters. | S |
|  | The system must be able to transform order’s parameters into product model and visualization before accepting the order.  | S |
|  | The system must allow complement order with data of traced eyeglass frame.  | S |
|  | The system must allow support catalogue of eyeglass frames. There must be a possibility to combine the order with frame data from the catalogue of eyeglass frames. | S |
|  | The system must be compatible with any VCA protocol compliant tracers.  | S |
|  | The system must register and track order’s status during order’s end to end processing live cycle.  | S |
|  | Orders management features must be available on an unlimited number of PC stations.  | S |
|  | Production |  |
|  | The system must include possibility to keep descriptions of blanks and lenses, raw materials and frames. Then calculate parameters for production purposes accordingly.  | S |
|  | The system must contain engine for precise calculation of lenses. | S |
|  | The system must include interfaces with all the equipment listed below:  |  |
|  | Edgers and Tracers  | S |
|  | IOT FF LDS and SCH FF LDS | S |
|  | Production machines  | S |
|  | Measuring devices | S |
|  | Scanner interface | C |
|  | Conveyer  | C |
|  | A&R devices | S |
|  | The system must automatically sort and route orders according to the delivery date and priority data before releasing job tickets. | S |
|  | The system must allow all the personalized customizations by each client that are listed below: |  |
|  | Label engraving and ink labelling; | S |
|  | Private label information; | S |
|  | Technical private label (engraving / stamping / envelope / warranty card) | S |
|  | Production control |  |
|  | The system must route orders during production process and control each step of the production.  | S |
|  | The system must ensure all operations are done in corrects and complete sequence with no missed operations. | S |
|  | The system must evaluate the capacity of work centres and plan the production with an aim to ensure orders delivery on planned delivery date.  | S |
|  | The system must warn users about deviation from planned orders’ delivery date and propose recalculated delivery date. | S |
|  | The system must allow to register defects and non-conformities. Then manage the process of problem solving.  | S |
|  | The system must include a possibility of job tracking in coating areas (HC and AR). | S |
|  | The system must validate and control the picking of blanks by barcode scanning. | S |
|  | Job tracking  |  |
|  | The system must record every job at work centres as those jobs pass through the system.  | S |
|  | The system must record each operator who has picked a job at work centres.  | S |
|  | The system must track and record IN and OUT job statuses at every work centre during the production process..  | S |
|  | There must be a possibility to search and filter orders by order ID, job status, tray IDs, Rx numbers, customer, delivery date, etc. | S |
|  | Integration with A&R devices  |  |
|  | The system must be fully integrated with A&R devices. | S |
|  | The system must contain manual / semi-automatic / automatic module for inspection of lenses. | S |
|  | The system must manage quality by inspecting and sending calibration parameters to A&R devices remotely.  | S |
|  | The system must be able upload/download inspection data from/to A&R devices automatically.  | S |
|  | Inventory |  |
|  | The system must allow to create an unlimited number of warehouses or locations for raw materials and finished goods. | S |
|  | Warehousing must include a possibility to describe locations for addressing placement of materials (lenses / blanks / frames / other).  | S |
|  | The system must allow to keep registers of suppliers, linking suppliers with SKU items they provide.  | S |
|  | The system must allow to insert an agreed SKUs’ supply prices and/or discounts with a purpose to automatically transfer pricing conditions into purchase orders.  | S |
|  | The system must allow to evaluate and control stock level of raw materials in units and currency.  | S |
|  | The system must allow to evaluate and control stock level of finished production (lenses, frames) in units and currency.  | S |
|  | The system should support FIFO method for stock value calculation. | C |
|  | The system must include an automated stock replenishment rules for the ordering of raw materials and finished goods.  | S |
|  | The system must allow to book stock items for production according to the received orders. | S |
|  | The system must allow to create all types of purchase orders listed below: |  |
|  | Manual purchase order (for ordering materials and/or services); | S |
|  | Automated stock replenishment order (raw materials and finished goods); | S |
|  | Automated purchase order initiated by sales order.  | C |
|  | The system should allow to create purchase orders in form of popular file formats (pdf, CSV, Excel, html and other). | S |
|  | The system should allow to send out purchase orders to suppliers automatically. | S |
|  | The system must allow to establish purchase limits and order approval rules. | C |
|  | The system must include an interface to financial system (data exchange by CSV format files).  | C |
|  | Quality control |  |
|  | The quality control must address all the areas listed below:  |  |
|  | Procurement (claims to suppliers) | S |
|  | Warehousing (non-conformities at WH) | S |
|  | Production (defects and non-conformities in production) | S |
|  | Sales (claims from customers) | S |
|  | The system should assist in quality planning by allowing to define prerequisites on which product/characteristic/work centre needs to be inspected.  | S |
|  | The system must support inspection process. | S |
|  | The system must provide quality monitoring tools to evaluate a level of quality and costs of non-conformities.  | S |
|  | There must be a possibility to provide quality reports to internal and external stakeholders. | S |
|  | Reporting |  |
|  | The system must include a copy of transaction data specifically structured for querying and reporting. | S |
|  | The system must include an online mechanism to provide individual users with key metrics and data points by displaying customizable reports, graphs, tables, and alerts. | S |
|  | The system should provide all the reports listed below: |  |
|  | Productivity statistics | S |
|  | Overdue orders (current situation and statistics) | S |
|  | Statistics of rejected orders  | S |
|  | Freeform click-fees  | S |
|  | Statistics of defects and non-conformities | S |
|  | Stock inventory by categories | S |
|  | Blanks inventory | S |
|  | Frame inventory | S |
|  | Data exchange provider - Web service  |  |
|  | SOAP or JSON based web service must allow send and/or receive the documents/products listed below (the list may be changed during detailed analysis stage):  |  |
|  | Send order  | S |
|  | Get status by order | S |
|  | Get calculation by order | S |
|  | Get quantity of stock lenses (SKU) | S |
|  | Get quantity of stock frames (SKU) | S |
|  | Get data of stock orders | S |
|  | Update stock order status | S |

The price shall include all related costs, costs for logistics and transportation, factory inspection and quality costs, costs incurred to prepare all relevant documentation, travel, Installation and commissioning of the equipment costs as well as taxes and other costs necessary for completion and proper fulfillment of the Contract.

Priedas Nr. 2 / Annex No. 2

**TENDER FORM**

**Laboratory Management SYSTEM (LMS)**

 (date)

(place)

|  |  |
| --- | --- |
| Supplier’s name |  |
| Supplier’s address |  |
| The first and the last name of the person responsible for the offer |  |
| Telephone number |  |
| Email address  |  |

We hereby certify that we agree with all Terms and Conditions of the procurement, set out in this document and its annexes.

Considering the specifications detailed in procurement documents, we are extending our offer to provide the following goods:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ItemNo. | Name of goods | Quantity | Units | Price, € (withoutVAT) | Price, €(withVAT) |
| *1* | *2* | *3* | *4* | *5* | *6* |
|  |  |  |  |  |  |
|  | TOTAL:(the total price in words) |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| *Position of the Tenderer or a person authorised by it*  |  | *signature* |  | *Name, surname* |

**(LITHUANIAN VERSION – Supplier can choose which version of Tender form to use)**

**Laboratorijos ir kokybės valdymo sistemA**

**PASIŪLYMO FORMA**

 (data)

(vieta)

|  |  |
| --- | --- |
| Tiekėjo pavadinimas |  |
| Tiekėjo adresas |  |
| Už pasiūlymą atsakingo asmens vardas, pavardė |  |
| Telefono numeris |  |
| El. pašto adresas  |  |

Šiuo pasiūlymu pažymime, kad sutinkame su visomis sąlygomis, nustatytomis pirkimo dokumentuose.

Atsižvelgdami į pirkimo dokumentuose išdėstytas sąlygas, siūlome:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Eilės Nr. | Prekių pavadinimas | Kiekis | Vienetai | Kaina, € (be PVM) | Kaina, €(su PVM) |
| *1* | *2* | *3* | *4* | *5* | *6* |
|  | Viso:(suma žodžiais) |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| *Pareigos*  |  | *parašas* |  | *Vardas Pavardė* |

Priedas Nr. 3 / Annex No. 3




#### UAB “BRD”

Mokslininkų str. 6A **08412 Vilnius** Lithuania

the xxth of April 2019

# Software Project Contract

**„The implementation of process digitization technologies in UAB BRD” (No. 03.3.1-LVPA-K-854-01-0098) partially financed by the European Regional Development Fund and Republic of Lithuania**

# Licenses for LMS (Laboratory management system) standard modules

According to recommendations of technological audit, UAB „BRD“ implementing a comprehensive system capable of managing all current Rx lab production and business processes on one central system. This system will offer core functionality such as:

* Connections to all OMA compatible lab equipment
* Deep and flexible production controls
* Integrated breakage management
* Integrated start to end job tracking
* Integrated inventory control
* Easily accessible reports from across the business
* Real time operator productivity, equipment throughput and order flow tracking
* Order routing and predicted completion times for each job
* Dispatch system
* Lens design system (LDS) integrations
* Electronic Data Interface (EDI) capabilities

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|  | Database backup tool is provided  | S |
|  | **User interface** |  |
|  | System must support English language setups, menus, registers, messages, etc. (local language is preferred) | S |
|  | System should support access to all functions via internet. | S |
|  | System should support access via mobile devices, at least some special functions. | C |
|  | There should be a possibility to install desktop application on local work stations. | S |
|  | User manual is available | S |
|  | **Administration** |  |
|  | The system provides mechanism to setup user rights and access levels to system’s modules of the system, data objects, records, fields. Furthermore, the system allows to setup user rights in accordance with organizational structure of a given company. | S |
|  | The system provides possibility to create additional data fields in data forms on users’ demand. | S |
|  | **Compatibility with other systems** |  |
|  | The system must be customizable in order to implement integrations with all below listed system:  |  |
|  | 1. Integration with local accounting system (SKAITA)
 | C |
|  | 1. Integration with production equipment and measurement tools
 | S |
|  | 1. Web services for data supply to third parties
 | S |

 **Main functional areas**

This is a basic list of requirements.

|  |  |  |
| --- | --- | --- |
|  | Requirement | Notice (S/C/T/N) |
|  | The system must support all the commercial functions listed below:  |  |
|  | There must be a possibility to create profiles of customers, partners and other parties.  | S |
|  | There must be a possibility to create as many delivery locations per customer as needed | S |
|  | There must be a possibility to create structure of distributors with their affiliates. | S |
|  | Product catalogue must be included. | S |
|  | The sales price management with discounting rules must be available. | S |
|  | Invoicing functionality must include possibility to group orders with purpose to create time-based invoices (day, week, month) | S |
|  | Invoicing functionality must include possibility to determine rules for invoice receiver in cases of dealer/affiliate relationships.  | C |
|  | Import of sale orders (further – orders) |  |
|  | The system must include possibility to import Sales orders which can come in any of the formats listed below: |  |
|  | VCA file | S |
|  | XML file | S |
|  | SOAP/ Json or other type web service  | S |
|  | Import of orders must be a fully automated process without manual interruptions.  | S |
|  | **The entry of orders must support such functionalities:** |  |
|  | The system must allow to enter all the types of orders listed below:Free-form design orders (make to order);Stock Order (take from stock of finished products);Make to stock order | S |
|  | Each order data entry form must include standard set of data fields as well as possibility to insert additional free-form design parameters. | S |
|  | The system must be able to transform order’s parameters into product model and visualization before accepting the order.  | S |
|  | The system must allow complement order with data of traced eyeglass frame.  | S |
|  | The system must allow support catalogue of eyeglass frames. There must be a possibility to combine the order with frame data from the catalogue of eyeglass frames. | S |
|  | The system must be compatible with any VCA protocol compliant tracers.  | S |
|  | The system must register and track order’s status during order’s end to end processing live cycle.  | S |
|  | Orders management features must be available on an unlimited number of PC stations.  | S |
|  | Production |  |
|  | The system must include possibility to keep descriptions of blanks and lenses, raw materials and frames. Then calculate parameters for production purposes accordingly.  | S |
|  | The system must contain engine for precise calculation of lenses. | S |
|  | The system must include interfaces with all the equipment listed below:  |  |
|  | Edgers and Tracers  | S |
|  | IOT FF LDS and SCH FF LDS | S |
|  | Production machines  | S |
|  | Measuring devices | S |
|  | Scanner interface | C |
|  | Conveyer  | C |
|  | A&R devices | S |
|  | The system must automatically sort and route orders according to the delivery date and priority data before releasing job tickets. | S |
|  | The system must allow all the personalized customizations by each client that are listed below: |  |
|  | Label engraving and ink labelling; | S |
|  | Private label information; | S |
|  | Technical private label (engraving / stamping / envelope / warranty card) | S |
|  | Production control |  |
|  | The system must route orders during production process and control each step of the production.  | S |
|  | The system must ensure all operations are done in corrects and complete sequence with no missed operations. | S |
|  | The system must evaluate the capacity of work centres and plan the production with an aim to ensure orders delivery on planned delivery date.  | S |
|  | The system must warn users about deviation from planned orders’ delivery date and propose recalculated delivery date. | S |
|  | The system must allow to register defects and non-conformities. Then manage the process of problem solving.  | S |
|  | The system must include a possibility of job tracking in coating areas (HC and AR). | S |
|  | The system must validate and control the picking of blanks by barcode scanning. | S |
|  | Job tracking  |  |
|  | The system must record every job at work centres as those jobs pass through the system.  | S |
|  | The system must record each operator who has picked a job at work centres.  | S |
|  | The system must track and record IN and OUT job statuses at every work centre during the production process..  | S |
|  | There must be a possibility to search and filter orders by order ID, job status, tray IDs, Rx numbers, customer, delivery date, etc. | S |
|  | Integration with A&R devices  |  |
|  | The system must be fully integrated with A&R devices. | S |
|  | The system must contain manual / semi-automatic / automatic module for inspection of lenses. | S |
|  | The system must manage quality by inspecting and sending calibration parameters to A&R devices remotely.  | S |
|  | The system must be able upload/download inspection data from/to A&R devices automatically.  | S |
|  | Inventory |  |
|  | The system must allow to create an unlimited number of warehouses or locations for raw materials and finished goods. | S |
|  | Warehousing must include a possibility to describe locations for addressing placement of materials (lenses / blanks / frames / other).  | S |
|  | The system must allow to keep registers of suppliers, linking suppliers with SKU items they provide.  | S |
|  | The system must allow to insert an agreed SKUs’ supply prices and/or discounts with a purpose to automatically transfer pricing conditions into purchase orders.  | S |
|  | The system must allow to evaluate and control stock level of raw materials in units and currency.  | S |
|  | The system must allow to evaluate and control stock level of finished production (lenses, frames) in units and currency.  | S |
|  | The system should support FIFO method for stock value calculation. | C |
|  | The system must include an automated stock replenishment rules for the ordering of raw materials and finished goods.  | S |
|  | The system must allow to book stock items for production according to the received orders. | S |
|  | The system must allow to create all types of purchase orders listed below: |  |
|  | Manual purchase order (for ordering materials and/or services); | S |
|  | Automated stock replenishment order (raw materials and finished goods); | S |
|  | Automated purchase order initiated by sales order.  | C |
|  | The system should allow to create purchase orders in form of popular file formats (pdf, CSV, Excel, html and other). | S |
|  | The system should allow to send out purchase orders to suppliers automatically. | S |
|  | The system must allow to establish purchase limits and order approval rules. | C |
|  | The system must include an interface to financial system (data exchange by CSV format files).  | C |
|  | Quality control |  |
|  | The quality control must address all the areas listed below:  |  |
|  | Procurement (claims to suppliers) | S |
|  | Warehousing (non-conformities at WH) | S |
|  | Production (defects and non-conformities in production) | S |
|  | Sales (claims from customers) | S |
|  | The system should assist in quality planning by allowing to define prerequisites on which product/characteristic/work centre needs to be inspected.  | S |
|  | The system must support inspection process. | S |
|  | The system must provide quality monitoring tools to evaluate a level of quality and costs of non-conformities.  | S |
|  | There must be a possibility to provide quality reports to internal and external stakeholders. | S |
|  | Reporting |  |
|  | The system must include a copy of transaction data specifically structured for querying and reporting. | S |
|  | The system must include an online mechanism to provide individual users with key metrics and data points by displaying customizable reports, graphs, tables, and alerts. | S |
|  | The system should provide all the reports listed below: |  |
|  | Productivity statistics | S |
|  | Overdue orders (current situation and statistics) | S |
|  | Statistics of rejected orders  | S |
|  | Freeform click-fees  | S |
|  | Statistics of defects and non-conformities | S |
|  | Stock inventory by categories | S |
|  | Blanks inventory | S |
|  | Frame inventory | S |
|  | Data exchange provider - Web service  |  |
|  | SOAP or JSON based web service must allow send and/or receive the documents/products listed below (the list may be changed during detailed analysis stage):  |  |
|  | Send order  | S |
|  | Get status by order | S |
|  | Get calculation by order | S |
|  | Get quantity of stock lenses (SKU) | S |
|  | Get quantity of stock frames (SKU) | S |
|  | Get data of stock orders | S |
|  | Update stock order status | S |

The training of the employees with respect to maintenance and operation of the LMS ERP solution will take place at BRD premises after successful

Installation and last 15 man days. Further services could be requested according to real expense. Any further customization will be handled according to separate agreements.

# Package price / payment terms / special discount

The solution price results from point 1: ,-- EUR

The following project package price is granted: **,-- EUR**

**Payment terms**

An advance **payment of 25%** of the contract price will be due within 30 days. after signing the contract;

**40 %** of the total contract price will be paid within 30 days. After LMS implementation in company.

**35 %** of the total contract price will be paid within 30 days after the fulfillment of the obligations specified in the contract, connected conveyor system and final LMS testing.

Payment arrangements – following the Supplier invoice.

The cost of the workshop will be deducted from the overall project price.

The price includes all related costs, costs for logistics and transportation, factory inspection and quality costs, costs incurred to prepare all relevant documentation, travel, Installation and commissioning of the equipment costs as well as taxes and other costs necessary for completion and proper fulfillment of the Contract.

### Travelling costs

Travelling costs of **XXXXXX** representatives will always be charged separately according to real expenses. **The travelling time itself will not be charged at all.**

### Delivery time

The complete solution will be delivered latest 5 months after official ordering and reception of the down payment of 25% (see above). If **XXXXXX** should fail in the delivery of the requested solution for any reason, the down payment will be refunded completely.

### Warranty

Warranty time period duration is xx years after delivery and approval of the solution.

### Support

**XXXXX** recommends the application of a remote support tool like TEAMVIEWER. Details might be arranged in a “Non Disclosure Agreement” (“NDA”). Service level fee is x,x% of module prices per month (= xx% of module prices per year).

### Customization and consulting (lab support)

Any additional services with respect to customization of the program modules and/or separate lab support will be charged separately according to previous expense estimation and mutual agreement.

### Rights and obligations

The legal rights and obligations regarding software-licensing issues are specified in the attachment 1 of this contract.

### Attachment 1: Rights and obligations

**XXXXXX** and the licensee agree upon the following conditions:

#### License Grant

In consideration of payment of the agreed license fee, the licensee shall acquire a perpetual, non-exclusive right to use the software modules specified in this contract.

The licensee shall only be entitled to use the software modules in his company for its own, internal purposes within the agreed scope of use. The agreed scope of use is governed by the provisions of this contract.

All rights in the software modules and, if any, associated documentation, belong exclusively to **XXXXXX**. The licensee shall have solely the non-exclusive usage rights to the software modules as set forth in this contract.

Backup copies of the software modules may be created by the licensee in such quantities as reasonable necessary for licensee’s data security measures. The licensee shall not remove, cover or otherwise alter any copyright notices of **XXXXXX**.

The licensee shall not translate, alter, enhance or otherwise modify the software modules or create derivative works thereof.

### Scope of Functions; Agreed Quality

The scope of functions and delivery and the system requirements of the software modules shall be as set forth in this contract and in the current respective user documentation for the software modules.

With respect to defects, **XXXXXX** warrants that the software modules have this agreed quality. If, when the transfer of risk takes place, a defect is present in the software modules, **XXXXXX** shall be entitled, at its option, to remedy such defect or deliver an improved module version update the old one.

Claims by the licensee for defects are subject to a term of limitation of one year following delivery of the software modules.

### Liability

**XXXXXX** will be liable for damages or compensation of wasted expenditure only in the event of a willful or gross negligent breach of an obligation of **XXXXXX**.

In all other cases the aggregate liability of **XXXXXX**, if any, shall not exceed the amount paid by the licensee to **XXXXXX** under this agreement.

### Venue, Governing Law

The laws of the [*Country*] excluding the conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply. The exclusive place of venue shall be [*place* address, country].