**Contracting organization Procurement**

The municipality of Lund RPA KS2019 / 0116

Peter Lindquist Last tender day: 2019-03-19 23:59

**Legend**

The text is included in the ad the text is included in the qualification

The text will be included in the agreement the text will be published in the contract catalog

The text / question contains requirements the text / question contains ESPD requirements

that must be fulfilled

The question is weighted and included the question is only asked for information

in the evaluation

The question is answered by the procurer the question is marked for special follow-up

1. **General information** The text will be included in the agreement
   1. **Background**

Sweden's municipalities and county councils will face a situation of greatly increased pressure in the coming years community services. The main reason for this is demographic where one can see a significant one increase among the elderly in the 80+ age group. Even the younger in the age group 0-19 years increase significantly more than the group of working age, i.e. 20-64 years.

According to SKL's report The Financial Report 2018, if the municipalities continue to work as they do

Today, the increased pressure leads to a gap between revenues and costs of SEK 59 billion year

2021. The report also shows a recruitment requirement of half a million new employees the next 10

years.

Lund Municipality and Malmö City also follow this trend in terms of population growth in the various

ages. Analyzes indicate that Lund Municipality will have a recruitment requirement of 5500 new

employees between 2018-2022. The City of Malmö is moving towards a cost increase of about 30% in 2030, mainly for that one expects 87,000 more people to live in the municipality. This demand

efficiency improvement in Malmö city of at least 1.1% every year to meet this and deliver at least as good service. In view of the above-mentioned situation, the need is great for solutions that enable one

more efficient ways to work and "do more with less". Here we see RPA (Robotics Process Automation) as a technology with great potential.

By allowing digital employees to do what is possible to automate, time is released for the human

the employees focus on more value-creating activities such as strategic, creative and

customer care work. From the municipality's point of view, the municipality gets more satisfied employees and a better one utilization of the expertise available. From the citizens' point of view, they get faster processing their cases. The citizens receive more personal service in the cases that actually require it then the employees do not have to spend time on routine matters. The robot also reduces the number of human errors

which leads to fewer complaints about wrong decisions. In addition to saving time and efficiency, the RPA solution also contributes to increased quality and reliability in the work of the authority. Everything the robot does can be logged which contributes to better follow-up and analysis of the process, which is a great advantage when it is about ensuring that one follows the rules.

**1.2 Need description** The text will be included in the agreement

The interest in an RPA solution is great in Lund Municipality and Malmö City. A feasibility study has been conducted in Lund Municipality where about 120 processes with manual and repetitive work have been identified, within 11 administrations, where the municipality sees opportunities to automate with the help of RPA. The feasibility study was conducted over a short period of time and our assessment is that the need in the organization can be much bigger. Among the processes identified are everything from central business processes such as Re-application of financial assistance to smaller and more limited support processes within Finance and HR.

A similar feasibility study has also been carried out in Malmö City, with early indications of over 40 potential processes to automate only at the City Office's finance department and already have a project initiated for automation within financial assistance. The conclusion was that the conditions and the need of an RPA solution was very similar to that in Lund Municipality.

The ambition is to go broadly to maximize the benefits in the organization and the aim is to automate many processes, ranging from small to large. For us, this is a long-term work and ours starting point is to create an "RPA factory". The aim is also to build up their own expertise in order to be able to maintain and manage a future solution. This means, for example, to a management organization (Center of Excellence) will be set up. So it is not a "RPA-as-a-service" solution without focus will be heavier on competence transfer so that the municipality can manage operations in the long term and internal maintenance.

The procurement includes licenses for an RPA platform that will cover the entire municipality's needs and requirements consulting services to ensure competence in the implementation of the RPA platform and in the analysis and configuration of robotic processes. As for the system, we see high usability as one key to success. A visual and user-friendly interface that allows more users to absorb system is desirable. The technical level of staff within the various administrations is varied but the ambition to learn new technology is in many places high. The goal is that staff with non-technical background will also be able to take on new tasks such as administration and easier adjustment robot workflows. A complete requirement specification for the system follows in chapter 5.

As for the consultancy support, we primarily see the following needs:

* Support for the establishment of a Center of Excellence and the introduction of new ones

methods and working methods

* Support for installation of the RPA system and adaptation to the municipality's IT environment
* Support for analysis, collection of requirements and mapping of processes prior to automation
* Programming / Configuring Robots Workflows
* Education and transfer of competence to the municipality's employees

Complete description of the roles we see most importantly follows in chapter 6.

* 1. **Procurement items** The text will be included in the agreement

This procurement includes software and services within the area of ​​RPA (Robotic Process

Automation), this means both licenses and consulting support for installation and configuration of systems, identification, needs analysis, process mapping, configuration and programming of automated workflows. Consultancy service can be called in the form of resource service or commission service.

The procurement documents state that one (1) system should be offered according to specification. If it turns out during the contract period that these systems cannot offer full functionality due to the complexity of the processes that are intended to be automated, supposed supplier be able to support the municipality by proposing and offering alternative systems that cover the need within area RPA.

The agreement is designed so that a system is priced. Non-priced systems may be called under the contract period, which must be priced in accordance with the same calculation method used in the tender.

The purpose of the agreement is to meet the need as it is known today but also future needs within Robotic Process Automation (RPA) including support systems.

* 1. **Volume** The text will be included in the agreement

Since this is a new area for the contracting authorities, it is not possible to determine anyone

volume. An indication of the volume that may be relevant during the contract period is based on

the preliminary study done by the IT department at Lund Municipality, which shows that about 120 processes are involved manual and repetitive work was identified within 11 administrations. The need is estimated to be about the same in Malmö City, but with a larger scale effect and more automation elements due to that Malmö city is a municipality with more inhabitants. The supposed supplier must deliver the service to this extent it takes. Should the purchaser's call-off under this contract exceed or exceed the calculated quantity this should not be regarded as a breach of contract by the client.

* 1. **Type of agreement** The text will be included in the agreement

The text is included in the ad

Framework agreement.

* 1. **Call-off on framework agreement** The text will be included in the agreement

**Suborders**

Entitled to this framework agreement is by the IT department, for each contracting authority,

designated person (s).

Call-off of licenses, installation, training, consultants and other matters within the agreement will be made by the IT department, for each contracting authority, designated person (s). Some other

ordering routes or by supplier outreach sales are not allowed in the agreement without the IT departments approval.

**Call-off consultant**

The hourly rates apply. The client can, however, request a total cost for the assignment. This

cost must then be based on current framework contract prices.

If the supplier cannot offer consultants within the time frame set by the client, the client has

right to hire consultants outside this framework agreement. Such an order must always be documented and

the supplier is notified. Delivery time for consultants applies two (2) weeks unless otherwise agreed upon call-off.

**Call-off licenses**

Call-off of licenses from the framework agreement results in a contract for the individual license within the framework of Framework. The maturity of each contract is determined upon call-off and is based on the time frame the need for the license is expected to exist.

**Lease**

Contracts entered into during the term of the framework agreement may continue to run after the end of the framework agreement period.

* 1. **Consultant participation in the preparation of procurement documentation** The text will be included in the agreement

According to Chapter 4, Section 8 of the LOU, a contracting authority must inform a prospective tenderer in that case participated in the preparation of a procurement.

In this procurement consultant support from Andreas Thuröe, Combitech, has been obtained.

A consultant who has participated has been independent and without the influence of his employer and has been reminded of the secrecy of a contract. The consultants' involvement has in no way affected the principle of equal treatment or distorted competition.

* 1. **Contracting authority** The text will be included in the agreement

Contracting authorities are:

* Lunds Kommun
* Malmoe city

The procurement is administered by the Procurement Unit at Lund Municipality.

* 1. **Contracting parties** The text will be included in the agreement

The framework agreement is drawn up between the Buyer / Purchaser and the Seller / Supplier, collectively referred to as Parties.

* 1. **Binding agreements** The text will be included in the agreement

Binding framework agreements exist only after a contract has been signed by the competent authority representative of both parties.

* 1. **Framework agreement** The text will be included in the agreement

The start date of the agreement is 2019-05-01

The agreement is valid until and including 2022-04-30

If there is an appeal, or if the procurement is delayed for other reasons, it is displaced the framework agreement period to the extent that the procurement has been delayed.

**1.12 Extension** The text will be included in the agreement

After the end of the framework agreement, the agreement will expire without prior notice if the agreement is not extended according to the existing extension clause. The framework agreement can be extended up to three (3) years, one (1) year at a time, with unchanged terms if the Buyer so requests. Notification of the desired extension must be made in writing no later than six (6) months before the end of the contract period.

**1.13 Complete or shared tender** The text will be included in the agreement

Tenders are submitted on the entire assignment. A single supplier will be adopted. Tenders must be admissible completely. Lund Municipality has considered sharing the procurement in sub-areas, but found that this is not appropriate for the current contract.

**1.14 Delimitations** The text will be included in the agreement

The framework agreement is an agreement without volume obligations. Operations that concern the framework agreement area can be conducted in own management.

In such cases, the framework agreement is to be regarded as a complement to its own operations. Note that there are already existing specific agreements for activities that concern the area of ​​the framework agreement. These agreements will not expire on the basis of this framework agreement, but all future will come RPA services according to the tender documentation are purchased on the contract entered into, this procurement generates.

**1.15 Definitions** The text will be included in the agreement

|  |  |
| --- | --- |
| CONCEPT | EXPLANATION |
| Workday | Workday is meant holiday-free Monday to Friday in Sweden. |
| Call-off | call-off refers to the awarding of Contracts that the Customer makes through use of Framework Agreement. |
| Call-off request | The call-off request refers to the request that the Customer sends to the Framework Agreement. |
| Call-off answer | the tender that the Framework Contractor provides on one Blanket inquiry. |
| Consultant | Consultant refers to a physically named person employed by  Frame contract supplier or at Frame work agreement supplier subcontractor. |
| Consulting | Service Consultancy Service refers to Resource Service or Mission Service. |
| Contract | Contract is meant the written agreement that is drawn up and signed by  Customer and Frame contract supplier in connection with Call-off. Completion of Contract always forms part of Contract. |
| Contract objects | software and / or services (agreed upon) requirement specification) as the Framework Contractor must provide below Contract and consulting service. |
| Customer | The Customer / Purchaser refers to the organization / activities within the scope of the call respective authority. |
| Customer’s operations | Customer's business, we mean the business that the Customer conducts,  operations as other entities for which the Customer carries out suborder  and other activities specified in Contracts |
| Delivery | Delivery refers to the delivery of Contract Objects and execution of  agreed activities in connection therewith in accordance with Contract as  means that the Customer can use Contract Objects in the intended manner. |

|  |  |
| --- | --- |
| Authority | this means contracting authorities according to this specifications 1.8. |
| Framework Agreement | refers to the agreement signed by the contracting authority Framework agreement Supplier |
| Framework Contract/ supplier | refers to the legal person as after procurement signed Frame agreement with contracting authority. |
| Resource Service | framework agreement provider provides consultant as a resource and there Framework contract provider not committed to provide a certain contracted result with agreed properties. |
| Support | refers to the contact area provided for users and it responsible for Contract Objects. Support refers to, for example user support, bug report and other issues related to contract items. |
| Subcontractor | refers to a legal entity that assists Frame contract supplier with consulting service, cloud service, support and / or Operating service covered by the Framework Agreement. |
| Assignment Service | means that the framework agreement provider provides consultants  and takes the main responsibility for performing certain specified assignments with provision of certain agreed results. |
| The System | A collective name for everything that is included eg. robot, licenses, development tools, databases and services installed. |
| Robot | A software robot that performs the work of what is usually called Robotic Process Automation (RPA). |
| Process | Workflow to be programmed in the system |

**2. Procurement regulations** The text / question contains requirements that must be fulfilled

the text is included in the qualification

**2.1 Acceptance**

The requirement specification, mandatory requirements and the conditions for the performance of the contract form the basis of the agreement between the Buyer and the chosen supplier. The tenderer accepts and accepts the tender documents, including attachments in full.

The tenderer is responsible for ensuring that he / she takes note of all published questions and answers and others supplementary information that takes place during the advertising period and that these are considered tender.

**Are the terms of the inquiry accepted as above?** The text / question contains requirements that must be fulfilled

Yes

**2.2 Procurement form**

The procurement is carried out according to the law on public procurement (2016: 1145) LOU using

an open procedure

**2.3 The form and content of the tender** The text / question contains requirements that must be fulfilled

The tender:

* To be submitted electronically in the TendSign system via the website www.tendsign.com
* Should be written in Swedish
* If the tenderer refuses to respond to any of the requirements set, this will be interpreted as

that the requirement cannot be met or that the requirement is not accepted.

The use of the procurement system is free of charge for the tenderer. Only electronic tenders

accepted.

**2.4 Questions and supplementary information during the tender period**

Requests for clarification, supplementation or questions must be made by TendSign's tender service.

Tenderers are asked to consider asking their questions and requests for clarification in as good a time as possible. For questions that are asked later than five (5) days before the end of the tender period can not be guaranteed that answers will be given. Any additions to the contracting authority

The tender documents are always submitted through TendSign's tender service. Technical questions about the system are set to Visma TendSign support:

* www.visma.se/upphandlingsverktyg/tendsign-support
* TendSign support is open weekdays from 07:00 to 17:00.

**2.5 Alternative tenders**

Alternative offers are not accepted.

**2.6 Abnormally low bid prices** The text / question contains requirements that must be fulfilled

the text is included in the qualification

According to the provisions of Chapter 16, Section 7 of the LOU, the contracting authority shall reject a tender it finds that the price is abnormally low and the tenderer has not been able to leave it satisfactorily explanation for the low price.

If the bidder leaves very low total prices or very low prices compared to market prices on one or more positions, the contracting authority wishes an explanation for it already in the tender. Alternatively, the contracting authority may request an explanation of the low price in accordance with the provisions of Chapter 16, Section 7 of the LOU.

The tenderer is aware that the purchasing pattern may change due to the low prices offered and undertakes to deliver to the prices that have been submitted in the tender and to the extent that Actually called on the contract.

**Explanation, if applicable** The text / question contains requirements that must be fulfilled

Free text

**2.7 Last day for submission of tenders**

Last day for submission of tenders 2019-03-19 23:59

**2.8 Validity of tenders**

The tender must be binding until 6/18/2009

**2.9 Tender opening**

Tender opening will take place 2019-03-20

A tenderer may request that a representative from the Chamber of Commerce attend the court. The cost of this is paid by the person who made the request.

**2.10 Assignment message and contact person**

Allocation message will be sent out via e-mail after the award decision has been made. IN TendSign's procurement system registers the tenderer as a user of the system and thus also as contact person for the procurement. Communication during the procurement, including the award message, is made to this contact person at the tenderer. That email address which in the system is specified for the contact person will be used.

The supplier is requested to check that the correct e-mail address is specified and ensure that this e-mail address monitored continuously.

**2.11 Electronic signing** The text / question contains requirements that must be fulfilled

Lund Municipality has introduced electronic signing through TendSign. The agreement will be sent electronically through TendSign to the tender contact person responsible for forwarding the agreement to authorized signatory.

**2.12 Confidentiality** The text / question contains requirements that must be fulfilled

The contracting authorities are subject to the rules which, in summary, are usually referred to access principle. These rules are included in the Act (SFS 2009: 400) on publicity and confidentiality. General documents are, as a general rule, public, which means that the public wishing to take part they may do so. Documents relating to public procurement are during the period of the procurement subject to absolute confidentiality until its award decision is announced.

After the framework agreement has been signed, the tenderer's ability to obtain confidentiality for information in the tender very limited. The tenderer who for some reason wants certain information in the tender confidential must state and justify it in their tender. If anyone requests to receive information in Tenders will be subject to a confidentiality check on each individual occasion. It is the authority that should hand out the documents that make the confidentiality test. If a contracting authority decides to confidential information in a tender, this decision can be appealed. For this reason, no guarantees are given that data in tenders will not be disclosed. In case confidentiality is requested - name this "privacy request" and attach below. In cases where privacy is requested, the reasons for this be listed in the privacy statement. It should be clearly stated in the appendix on which parts of the tender like that requested privacy.

**In case confidentiality is requested, attach the privacy request here. Name the attachment "Classification request".**

**Attachment** The text / question contains requirements that must be fulfilled

1. **Qualification requirements**

**3.1 Self-assurance through ESPD (European Single Procurement Document)** the text is included in the qualification

The ESPD or European Uniform Procurement Document is accepted as a preliminary self-assurance

for (foreign) tenderers. See <https://ec.europa.eu/tools/espd>

* 1. **Self-insurance**

The text / question contains requirements that must be fulfilled

the text is included in the qualification

The text will be included in the agreement

According to the provisions of Chapter 13, Section 1 of the LOU, contracting authorities shall exclude from procurement tenderers who are convicted of:

* organized crime,
* bribery,
* fraud and money laundering,
* terrorist
* financing of terrorism and
* trafficking.

If the tenderer is a legal person, the tenderer must be excluded if a person is part of

the tenderer's administrative, management or control body has been convicted of the offense. The same applies if the person convicted of the offense is authorized to represent, decide on or control the tenderer.  
**3.3 Requirements on the economic and financial position of the tenderer** The text / question contains requirements that must be fulfilled

**Attach your own insurance policy** The text / question contains requirements that must be fulfilled

**Attachment**

the text is included in the qualification

The text will be included in the agreement

Tenderers must fulfill all the required qualification requirements in order to participate in the evaluation.

Tenderers must be excluded from participation in procurement for any of the situations listed in 13: 2 LOU is present.

1. Taxes and social charges

The tenderer must be free from debt for Swedish taxes and social security contributions both at the tax authorities and the Swedish Enforcement Authority. Less debt of the single vehicle tax type vehicles can be accepted. The contracting authority checks this.

2. F-tax

The tenderer must be registered for F-tax. The contracting authority checks this.

3. Financial and financial position

Tenderers must have a good and stable economy. If bidders have poorer rankings than 40 at Creditsafe has the opportunity for tenderers to in any other way prove the company's financial and

financial position that corresponds to set requirements. At lower rankings than 40, the contracting authority will authority to make an individual assessment of the company's creditworthiness. This assessment comes that both based on data on the factors that affect the ranking negatively and from the rest of tenderer submitted information. The tender will be disqualified if the company cannot be considered to have a good financial and financial position. Ranking at Creditsafe is controlled by the contracting authority.

Tenderers can be excluded from participating in the procurement for any of the situations stated in

13: 3 LOU or 19: 18-19 LOU exists. The contracting authority will do the necessary

check that the tenderer meets the stipulated requirements according to Chapter 13 or 19: 18-19 LOU. For control used primarily information through Creditsafe. No certificate needs to be attached to the tender.

Newly started companies can show their financial and financial position in another way.

**Fulfilled above requirements?** The text / question contains requirements that must be fulfilled

**Yes**

**3.4 Technical and professional capacity**

The text / question contains requirements that must be fulfilled

the text is included in the qualification

The text will be included in the agreement

The supplier must have the necessary human resources and technical resources and have them

experience needed for the contract to be completed according to the requirements of this inquiry document.

If the Contractor wishes to invoke the capacity of other companies to fulfill requirements such as the contract, the contractor will refers to financial and financial position or technical and professional capacity, must be a commitment attached to the tender. The commitment may be an agreement or a unilateral commitment from the other company whose capabilities are invoked, and that the other company's resources can be available for the execution of throughout the contract period.

1. **Give an estimate of how much of the contract may be fulfilled by invoking another’s capacity:**

**0%**

1. **What subcontractors does the supplier intend to use to fulfil the contract?**

**None**

1. **attach any commitments/agreements**

**Attachment**

1. **Is the requirement for technical and professional capacity met?**

**Yes**

**3.5 Technical and professional capacity – references**

The text / question contains requirements that must be fulfilled

The tenderer must submit two (2) reference assignments, this is done by filling in Appendix - References and attaches the tender. The reference assignments (which must be agreements) must not be completed later than two (2) years back in time, calculated from March 2019. The reference assignments can be ongoing agreements.

Please observe the following requirements for reference assignments:

* The reference assignment shall relate to assignments where the system has been adapted for several robots and there an administrator console is used for monitoring, execution and scheduling.
* The reference assignment shall relate to assignments where at least five (5) processes have been automated with using the proposed RPA platform and at least two (2) of these are of a complexity as at least 2 applications, 30 event steps and 5 exceptional cases.
* The referee (for the reference assignment) shall be the person who is overall responsible for the agreement.

When checking the above requirements for reference assignments, data will be retrieved directly from Judge.

The two (2) reference assignments the tenderer submits in this paragraph will also be used as one part of the evaluation, read more under the section "Tender evaluation and award criteria"

**Attach Appendix reference assignment**

**Attachment**

1. **Requirement specification - Management related**

**4.1 Introduction** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

The main rule in this procurement is that supplier assurance is accepted as proof that the requirements are met and the information in the tender is correct. When the circumstances of the individual case warrant question this, the contracting authority will request the supporting documents required to assess that requirements are met. All vouchers must be available immediately, no later than three (3) days after request, be sent to the contracting authority.

If in the specifications the reference is made to technical standards, to performance or function requirements, origin, manufacture, brand, eco-labels etc with associated specification are equivalent solutions accepted on condition that the tenderer shows that the tender is in accordance with the respective standard, functional requirements etc. Each reference must thus be interpreted so that equivalent solutions are accepted.

**All requirements are met and accepted under 4. Requirements specification – Management related, including all subheadings?**

**Yes**

**4.2 Customer responsible** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

The tenderer must present a customer manager for the contracting authority in the tender. The customer managers shall be responsible for receiving and handling the consulting support that is called off.

The supplier's contact person shall convey the necessary information and assist his / her personnel in force execution of the ordered service.

**Enter name and contract details.**

**James McCaskie –** [**jmccaskie@bp-3.com**](mailto:jmccaskie@bp-3.com) **- +447711297368**

**4.3 Order routines** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

The client of this agreement is by the IT department, the person (s) designated for each authority.

Ordering licenses, installation, training, consultants and other matters within the agreement will be made by the IT department, for each authority, designated person (s). Some other order routes or off

supplier outreach sales are not allowed in the agreement without the IT department's approval.

**Ordering a consultant**

The hourly rates apply. The client can, however, request a total cost for the assignment. This

cost must then be based on current framework contract prices. If the supplier cannot offer consultants within the time frame set by the client has the client, the right to hire consultants outside this framework agreement. One such an order must always be documented and notified to the supplier.

Delivery time for consultants applies for a maximum of two (2) weeks, unless otherwise agreed upon during call-off.

**4.4 Education and transfer of skills** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

**Training programs**

The supplier must be able to carry out training during the contract period, in particular in two areas:

* Maintenance of the system. The IT department staff will gain an understanding of the system's architecture and the technical environment. After the knowledge transfer, the customer must be able to administer things himself such as system updates and other settings or changes in the technical environment that can need to be done for the system to function optimally.
* Development, configuration and maintenance of automated processes. Process owner, administrator, system administrators and possibly internal RPA developers should be trained on how to develop and manages automated workflows.

Courses must be teacher-led by persons who are physically in place in designated premises by the Customer if not otherwise stated during call-off. Education content is set with Customer and Supplier when this becomes relevant. People who hold courses must have worked with the tool for at least two years. Education should be held on Swedish unless otherwise stated during call-off. Educational materials in digital form should be included in the programs without extra charge. In connection with the start-up project described in chapter 7, two (2) half-day courses are included and then it should be possible to call off more education opportunities.

**Knowledge transfer**

In addition to teacher-led education, transfer of competence shall take place through active participation from the Customer's employees in the different moments. For example, one or more responsible system architects come from Customer to work in parallel with the Supplier's system architects when setting up the technical environment and when installing the system. Similarly, staff from the various administrations will come processes must be automated to participate actively in the work with, for example, development, configuration and monitoring of robots and their workflows. Another area where competence transfer will be Currently there are organizational issues such as best practices for setting up a Center of Excellence, then mainly with IT strategists and management as recipients. Before a sub-project ends and transitions into operation, it must be ensured that the recipient (responsible system architect, process owner, system administrator, etc.) dyl) has full understanding of the components delivered.

**4.5 Management** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

**4.5.1 Internal management organization - support and maintenance**

Support refers to issues that arise from the daily operations that are not of a development nature. As

described in Chapter 1, the goal is to build up an internal management organization that will

be able to handle the support and maintenance of the system and the processes that are automated. Someone, structured description of support from the Supplier's side is therefore not drawn up within this framework agreement. Instead, the Supplier is expected to support the transfer of competence when establishing the said management organization which should include methodology and guidelines for how support-related matters should be handled. For example, appropriate risk levels should be set that indicate how critical an automated one is process is and how quickly any errors should be remedied. Due to the above arrangement and for that achieving as efficient a transfer of competence as possible, they must call the consulting services included the start-up project, unless otherwise agreed upon at the call-off, takes place on site at the Customer.

The management organization's responsibility also includes maintenance in the form of updates and

upgrades of the system and monitoring of the system's status and capacity. It is the management organization's responsibility to ensure that the system has enough capacity for the processes that automated and, if necessary, call for further robot licenses in good time.

To ensure good internal support and maintenance capabilities, there must be access to technical support via mail and / or chat as well as telephone, either via the Supplier or directly from the manufacturer of the RPA platform.

**Version upgrades and version changes**

The cost of updates and upgrades of the System shall be included in the license price. provider

informs on an ongoing basis, in good time, the client of upcoming improvements, expanded or newly arrived functionality and other development work for the system, with dates for availability / delivery. The supplier undertakes to provide the client with them on a continuous basis improvements and / or changes that result from new versions. Updates and upgrades refers to all corrections, patches and updates etc. of the system as well as new versions of the system with new or changed functionality. If a version upgrade or a version change requires updating documentation concerning the operation, these must be updated and given to the client free of charge. The operating documentation must be in Swedish or English.

1. **Requirement specification - Technical and functional requirements**

**5.1 Introduction** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

The main rule in this procurement is that supplier assurance is accepted as proof that the requirements are met and the information in the tender is correct. When the circumstances of the individual case warrant question this, the contracting authority will request the supporting documents required to assess that requirements are met. All vouchers must be available immediately, no later than three (3) days after request, be sent to the contracting authority.

If in the specifications the reference is made to technical standards, to performance or function requirements, origin, manufacture, brand, eco-labels etc with associated specification are equivalent solutions accepted on condition that the tenderer shows that the tender is in accordance with the respective standard, functional requirements etc. Each reference must thus be interpreted so that equivalent solutions are accepted.

**All requirements under 5. Requirement specification – Technical and functional requirements, including all subheadings and Appendix – Information Security?**

**Yes**

**5.2 Technical environment** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

The system must be able to be installed locally (on premises) by the calling authority.

**5.2.1 Server** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

**Operating system and basic components**

* The system should support Microsoft Windows Server. The system should support the latest and second latest version. Updates and bug fixes are installed continuously.
* The system should support virtualization using the following platforms: VMWare (6.5 and later), Hyper-V (2012 R2 and later).
* As a database engine, Microsoft SQL Server is primarily used. The system should support the latest and second latest version. Updates and bug fixes are installed continuously.
* Web server is Internet Information Server (IIS). The system will support the latest and latest version. Updates and bug fixes are installed continuously.

**Backup**

* There should be a description of what information to backup. For systems with requirements

on redundancy, there must be a description of redundancy and a plan for data continuity.

The system should have support for failover functionality.

**Disaster and recovery plan**

* There must be a documented plan for disaster and recovery.

**Monitoring**

* The system should support Microsoft System Center Manager (SCOM) for monitoring. The system status and function can be monitored via an openly documented, electronic interface to a central monitoring system.

**Traceability / logging**

* All login attempts should be able to be derived. Each logging contains at least users,

time, IP address.

**Send e-mail**

* The system should support Microsoft Exchange Server as an email solution. All email as the system sending internally should have sender @ lund.se or @ malmo.se and sent via SMTP Relay.

**Antivirus**

* If the system requires an exception for virus scanning, there must be documentation about which Exclusions to be made.

**5.2.2 Client** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

**Authentication**

* Single-Sign On (SSO) is primarily achieved through SAML2 but also through AD / Kerberos

integrated login. This requirement applies to login to the tools that create flows, processes in

The RPA platform.

* The level of access should also be controlled on the basis of the used authentication method (strong authentication, one-time passwords etc). AD / Kerberos / Bank ID / SAML2 / SITH / EIFOS.

**Qualified password**

* It should be possible to set complex rules for password requirements in the system. E.g. length, requirement large / small letters, numbers, special characters and switching frequency.

**Permissions**

* Access to various parts of the RPA platform, including writing and reading rights to information, should controlled by a customizable role-based access control system.
* User account in the system should be created, read and deleted through the API.
* Authorization groups should be able to be created, read, updated and deleted through the API.

**Automatic logout of user account after some time inactive**

* The logout (alternatively session session and screen cleaning) can be done by the primary

access point (network login) or by the application. The time period should be configurable.

**web Client**

* If the system is to be made available through web interfaces to be accessed via a web browser, it should function regardless of client operating system including mobile platforms.
* The system should support the following browsers: Internet Explorer and Chrome.
* The system should be continuously adapted so that the latest and second most recent major browser version works.
* The web interface should as far as possible follow the Web Content Accessibility Guidelines (WGAG) 2.1 level AA.
* Measures must be taken to ensure that the application is not vulnerable to any of the

the shortcomings mentioned in the OWASP's top ten list. (OWASP - The Open Web Application Security Project.)

**Application Distribution**

* Call-off authorities have a client platform based on the Microsoft Windows operating system.

The applications are distributed mainly through APP-V 5.x technology but also via MSI packaging or publication via Citrix. If the system is made available through a program to run on a Windows client applies the following requirements: The program should work in the latest and next latest version of Windows. It should be possible to distribute the program as described above.

**Printing**

The system will utilize the standard operation of the client operation for any printing.

**5.2.3 Data** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

**Data transfer**

* All data sent between different systems or between the system and the customer must be protected proper way through encryption, usually it is about SSL encryption, and then it should configured according to these recommendations: https://github.com/ssllabs/research/wikiSSL-andTLS-Development-Best-Practice. There should be standard functions that encrypt all traffic between client and server.

**Data**

* All process development and data produced by the system is owned by the deciding authority and shall be published as open source.

**Thinning**

* The system should contain cleaning functions, where the calling authority may control the time, interval and selection.

**Export of data**

* All data created by users in the system should be retrievable for further processing and

archiving in the authority's other systems with standard API and open formats.

**5.2.4 Operation** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

**Testing Environment**

* A test environment should be able to be used in parallel with the commissioned system for testing new or modified features, modules and updates before commissioning.

**Development Environment**

* A development environment should be provided.

**Updates**

* The supplier must have a continuous plan for recurring functional and

security updates. In case of new updates, the system vendor shall guarantee total

reliability. No robotic processes must be adversely affected.

**Scalability**

* The system should be able to be scaled up to handle more cargo than initially calculated.

**5.2.5 Security** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

**Data storage**

* If data storage requires protection, it should be implemented. Often it is about SQL databases and these can be encrypted using Transparent Data Encryption (TDE). It can also be about

encrypt disks and then it can be done through Bitlocker. One should also protect all connections to SQL with SSL.

**Security Holes**

* Vulnerability scans of systems and sometimes even penetration tests may be carried out.

If security holes are found in the system, the supplier must immediately rectify these without extra cost.

**Information security**

* Information security requirements according to the appendix "Information security requirements" must be fulfilled.

**5.3 Functionality** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

**5.3.1 Functional requirements** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

**Citrix support**

* Some central operating systems (eg, Procapita) have access via Citrix. Many processes

using these systems and therefore the system must be able to handle automation via Citrix, eg. through OCR and simulation of keyboard printing.

**PDF**

* Several processes include reading data from PDF files (eg invoices in Raindance), or creating

decisions and other documents in the form of PDF files which are then sent out to citizens or

registered in other systems. The system must therefore be able to read and interact with PDF files.

**Excel**

* Excel is frequently used in many processes, both as input, intermediate storage or end result

a process. The system must therefore be able to read, interact and write Excel files.

**Word**

* Word is used frequently to produce decisions and other documents and may also be relevant

as input to processes. The system must therefore be able to read, interact and write Word files.

**Web scraping**

* Several operating systems are browser based. Some processes also include collection of

data from external web pages. The web browsers used are mainly Internet Explorer and

Chrome. The system needs good support for "web scraping" and be able to identify objects with help of tags, selectors or the like in these browsers.

**Email via Exchange**

* The system needs support to read mail as input to processes and to send mail (eg.

status report after work performed). The system should be able to handle the following mail solutions: Microsoft Exchange / Outlook and Exchange Online.

**Windows Applications**

* The IT environment of the procuring authorities is primarily Windows-based and consequently many of them business system Windows-based applications. The system must be able to interact with Windows applications. There must be support for identifying objects in the interface using underlying ID / tags / selectors regardless of whether the application is based on Java, .Net or other technique.

**SQL Server**

* The authorities' data warehouse is based on SQL Server so in some processes it will be required the system has support for reading and writing in these.

**Optical character recognition**

* Several processes still include physical documents. To be able to support these processes, the system needs to be able to read scanned documents.

**API**

* In some cases, it is likely that the RPA solution needs to be able to communicate with other systems via APIs. Also to ensure future integrations of eg. chatbots, so the system needs

be able to communicate through, for example, APIs.

**Logging**

* The system needs a solid log function to ensure transparency in all automated processes. The ability to go back and see what has happened in each step is important when the robot

will handle critical tasks related to eg. school placement decisions and messages to users in health and care. The log data should be able to export to a format so that they can be visualized in other tools such as QlikView.

**Versioning**

* It is likely that many different people will be involved at different stages in the development of robotic processes. To ensure organized development and deployment and to the possibility of returning to previous releases in the event of incorrect updates, the system needs support for version management.

**Safe handling of permissions**

* Most systems within the authorities contain personal and other sensitive data. permissions, username and password provided to the system must be stored safely in order to Avoid leakage of sensitive data.

**Locked screen**

* To avoid human interaction when a robot is running on a computer and to avoid people who has no permission can see what the robot is doing so there needs to be support for the robot that runs even when the screen is locked (Windows).

**Automatic login / logout**

* The system needs support for automatic login / logout from the operating systems used so that the robot is only logged in during the execution of a process.

**Exception management**

Several of the processes that exist contain steps where there may be inputs that deviate from standard. It may also occur that systems do not behave properly every time the system has to have functions that can handle both input and system-related exceptions in a good way.

**Queuing**

* In order to ensure good utilization, the System must have support for creating and retrieving cases from a queue. Gender must be possible to place on a central server so that it can be accessed from several robots simultaneously.

**Supervised and unattended robots**

* Within the authorities there are both processes that are suitable for both unattended and supervised robots. Therefore, the RPA system must support both types of robots. With unattended robot meaning robot that can work independently without human interaction, eg. according to schedule or special events / triggers that take place in operating systems. Monitored robot means robot as is started by and interacts with human administrators.

**Admin Console**

* Within the framework of the System there should be the possibility to administer the robots using one centralized administrator console. The administrator console should be able to view and manage things like the robots' status, which processes are performed, scheduling, permissions and licenses.

**Flexibility**

* Some processes have a large workload during periods (once a year, half year). The system should be in one smooth way make it possible to scale up and scale down the number of robots that work with a certain process as needed.

**Structured data**

* The system must have support for managing structured data in tabular form. For example, by be able to extract and save structured data from a web page or another system, read data from CSV, JSON or other file formats for structured data.

**Debug function**

* The development environment should have a debugging function that enables immediate detection and correction of errors in the workflow.

**Support for AI and ML based technology**

* To ensure that the system is future-proof, there must be functions (or at least one plan for upcoming functions) for integrating the RPA solution with technology based on Artificial Intelligence and Machine Learning. Examples of techniques that may be relevant are integration with chatbots, interpretation of free text, interpretation of speech, interpretation of other non-standardized Inputs as well as learning functions that allow the robots to improve over time in managing deviations and exceptions in input data.

**5.4 Other** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

**Language**

The system must have documentation in Swedish or English.

1. **Requirement specification - Consulting services**

**6.1 Introduction** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

The main rule in this procurement is that supplier assurance is accepted as proof that the requirements are met and the information in the tender is correct. When the circumstances of the individual case warrant question this, the contracting authority will request the supporting documents required to assess that requirements are met. All vouchers must be available immediately, no later than three (3) days after request, be sent to the contracting authority.

If in the specifications the reference is made to technical standards, to performance or function requirements, origin, manufacture, brand, eco-labels etc with associated specification are equivalent solutions accepted on condition that the tenderer shows that the tender is in accordance with the respective standard, functional requirements etc. Each reference must thus be interpreted so that equivalent solutions are accepted.

**All requirements under 6. Requirements specification – Consulting serviced are met and accepted including all subheadings?**

**Yes**

**6.2 Skills model** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

At Suborder, requirements can, for example, be put on experience and knowledge within a certain

working method or working model. Furthermore, requirements may also be placed on experience and knowledge about information security, a certain tool, technical environment or technical solution.

At Suborder, the call-off person can make demands that experience, competence and skill level should is proven by, for example, a CV, reference marking or other evidence that the Consultant has requested knowledge, education or certificate etc. Interviews can be carried out to verify the above.

The level descriptions are profile descriptions at an overall level. When classifying a Consultant

Competence within the current area of ​​competence shall be chosen to suit the level of competence that suits best. Experience in number of years means the total number of years worked within the role, i.e. not necessarily in number of years as Consultant in current role. During several years worked, the consultant must have worked most of the time within current role.

Consultant who is considered to have reached a level after a shorter period of time than what is stated as normal for the level is not automatically excluded. However, in order to be accepted, it is required that the Framework Contractor certifies that Consultant possesses sufficient competence in the current role in order to achieve the level even though Consultant worked under shorter terms

time than is normally stated to reach the level. This is intended to facilitate the supply

of Consultant who is particularly competent in relation to working time within the current role. The burden of proof for this

is on the framework agreement provider and it is in such a case always up to the call-off party to do one An assessment of Consultant’s expertise with sufficient certainty can be considered sufficient.

The consultants offered for the assignments should:

* Be structured, self-propelled and take your own initiatives to drive the work forward. The role of consultant

requires a good ability to communicate both in writing and orally. The people should dare to be creative and come up with their own ideas for how to improve and develop the business, have good collaborative ability, easy to create trust and build relationships.

**Level 2**

* Knowledge - has education within the current role, some degree of difficulty.
* Experience - has participated in the execution of several similar assignments. The level is normally reached after 1-3 years of work within the current role.
* Lead - requires management. Independence - can independently perform defined tasks.

**Level 3**

* Knowledge - high competence within the current role.
* Experience - is a role model for other Consultants on the lower level. The level is normally reached after 4-8 years’ work within the current role.
* Management - takes responsibility for the sub-area, can lead a smaller group.
* Independence - can work independently.
* Have experience from the public sector.
* Have the habit of actively working with competence transfer.

**Level 4**

* Knowledge - high generalist competence, or very high competence within the current role.
* Experience - has performed complex assignments within the current role and conducts consulting service with very high quality. The level is normally achieved after 9-12 years of work within the current role.
* Management - takes primary responsibility for managing larger groups.
* Independence - very big.
* Has experience from both the private and public sectors.
* Have the habit of actively working with competence transfer.

**Language**

Consultancy services, unless otherwise agreed upon at the call-off, shall be performed by consultants who communicate in Swedish.

**Security protection agreement and register control Consultant**

In the case of call-offs, requirements may be imposed that the Framework Contractor and any Subcontractor shall be included security agreement with the Call-to-Call and that the Consultant is registered before the Service's register embodiment. In cases where the requirements for security protection agreements are set, the Call-to-Call for which level, 1-3, is required for Service execution.

**Times and implementation**

At suborder, requirements may be imposed on eg. time period for the Service, delivery date and delivery time. Specification and requirements can also be made geographically for the implementation.

At suborder, requirements can also be imposed on the scope of the Service during working hours, eg. through a percentage or a specified number of hours. Requirements can also be set during which working hours as the mission must be performed. Furthermore, requirements may also be imposed on e.g. emergency and preparedness and possibly on-call supplement or similar.

Requirements may be asked that the Consultant reports on time in Call-offs were justified

in own time reporting system. Requirements can also be set on how reporting of results of

consulting assignments should be done, e.g. in the form of status reports, sub-reports and final reports. Requirements can also be asked that the framework agreement supplier has routines and methods for knowledge transfer to the entitled or to other Consultants.

**6.3 Description consultant** The text / question contains requirements that must be fulfilled

The text will be included in the agreement

Below is a description of the roles we see a need for:

**Technical Solution Architect RPA (Level 3-4)**

Main task: Support Customer with system design, installation and configuration of the system and

safety issues. Skills transfer to internal solution architects.

**Business developer / Change leader (Level 3-4)**

Main task: Support Customer in strategic and change-related issues, primarily in the early

the phase of setting up a management organization (Center of Excellence). Skills transfer to

internal IT strategists and management.

**Requirements / Process Analyst (Level 2-3)**

Main task: Working closely with administrations with identification and evaluation of processes.

Process mapping and documentation of processes prior to robotization. Skills transfer to

process owners, system administrators, administrators and IT strategists.

**RPA developer (Level 2-3)**

Main task: Development, configuration, quality assurance and troubleshooting of robots

workflows. Skills transfer to process owners, system administrators and administrators.

**6.3.1 CV**

In order to prove that the tenderer meets the required competence requirements, the following CVs must be attached:

* 1st Technical Solution Architect RPA - Level 4
* 1st Business Developer / Change Manager - Level 4
* 1st Requirement / Process Analyst - Level 3
* 2pcs RPA Developer - Level 3

**Attach CV** The text / question contains requirements that must be fulfilled

**Attachment**

1. **Tender evaluation and award criteria**

**7.1 Contract award**

**7.1.1 Awarding of contracts and grounds for evaluation**

The awarding of contracts will be made to the tenderer whose bid is the most economical

beneficial to the contracting authority based on the best price / quality ratio.

**7.1.2 Evaluation model**

**Added value method**

The value-added method is based on the principle that the award criteria in addition to the price that is assessed in The evaluation is given an added value in SEK. Each award criterion is valued separately. Added values Subtracted from the tender sum / price. A higher requirement fulfillment gives a larger deduction than what is lower requirement fulfillment. The result is called "the comparison sum of the tender". Tender with the lowest the comparison sum is the most economically advantageous tender. Note that if the bidder receiving the "lowest" rating in each award criterion is given a premium on the bid price for it position.

A summary of the award criteria is given in the Appendix Price Matrix.

* 1. **Award criteria**

**7.2.1. Price**

**Price Matrix**

The price information requested below shall be filled in in the appendix "Price matrix".

**License costs**

For evaluation purposes, a fictitious target environment has been defined:

* 2 unattended robots (so-called unattended)
* 2 supervised robots (so-called attended)
* Development / design tool for 4st contemporary users
* 1st license for administrator console (monitoring, execution and scheduling)

Enter the total price per year for the above target environment. Also indicate prices per year on individual components during expansion of the target environment. Also indicate any extra cost per year for development / test environment of the above target environment. All licenses shall include rights of use during the term of the agreement. A robot should not be considered dedicated

for a process but must be able to handle many different processes on an ongoing basis.

Note that the target environment is fictitious. The customer does not undertake to purchase licenses as described above but may Buy both more or less depending on how big the need is. Even if the target environment is built up by in stages, declare individual components so the sum of the unit prices may not exceed the stated the total price for the target environment before it is met. The price for the target environment shall include all licenses as needed to fulfil the requirement specification according to chapter 5. No additional license costs related to The RPA system (excluding any infrastructure) may be added.

**Start-up Projects**

Enter the total price for the introduction of the target environment described above. The price should include:

* Solution design and selection of suitable infrastructure in consultation with Customer's solution architects
* Installation and configuration of the RPA platform
* Knowledge transfer to the Customer for operation and maintenance of the system
* 1st half day training for 5-10 people with a focus on the system's architecture, operation and management.
* 1st half day training for 10-20 people with a focus on the development of automated workflows.

**consulting**

Enter the hourly rate for the consulting boards and levels included in the prize matrix below.

The prices should reflect consultants who have experience of the proposed RPA platform.

The price for the start-up project and the running hourly rates shall include any travel expenses and others overhead. Unless otherwise stated in the prism matrix, the consulting services are assumed to be performed on site at Customer.

1. **Provide suggested RPA platform**

**Automation Anywhere Enterprise Platform**

1. **Attach completed price matrix**

**Attachment**

1. **Provide other relevant information about license fees (e.g. if additional licence required or minimum licence period required)**

**Automation Anywhere Enterprise is an annual subscription that provides access to 5 Robots, 10 Developer Licenses and 3 Monitoring Licenses. Additional Bot prices are included in the matrix.**

**7.2.2 Usability**

The technical expertise within the various administrations of the authority is varied. In order to ensuring a successful implementation and long-term acceptance of RPA, the system needs generally high usability.

**Effect**

After the transfer of competence, the authority shall be able to handle 95% of the administration and operation of The system and automated processes. To achieve this goal, great importance is attached to the system utility. In order to clarify the meaning of this, the authority has worked out a definition of the concept as below

**Definition of usability**

1. Intuitive and accessible system

The system is thoroughly constructed as intuitively as possible so that users can easily recognize themselves and as much as possible can work in the system after completion of the competence transfer. The system has links, symbols and buttons that are clear and educational. Regardless of where in the system the user finds is the same concept used for the same thing. The system should have one graphical and user-friendly interface for developing and managing processes. There should be features such as wizards, recording function and predefined templates. Even people with no or

limited programming skills should be able to perform simpler tasks in the system.

2. Well integrated and efficient system

The system should have a library of predefined functions / activities that ensure a fast and

effective development of new processes. The system is well integrated and is perceived as a whole in all respects. The system is comprehensive so designed that one can access the desired function with so few click / step as possible from the system input and also be able to easily navigate back to the system entrance. The system should provide an opportunity for an overview of information and be easy to understand. It is cross-linked to a high degree, ie one is not forced to go back to a menu to switch between two functions. Users can perform different types of tasks in the same window or switch between several open windows without having to log in more than once. To ensure sufficient flexibility, the system should be able to for advanced users to program their own functions which can then be reused in several processes.

3. Role, task and process-controlled content

The system should be process controlled and have a natural flow with support for all steps in the process from development and testing of processes for production set and execution.

**Assessment of usability**

To assess the extent to which the tenderer meets the definition of usability, they come

tenderer who goes further in the tender evaluation to be invited to Lund municipality, the IT department, for to present their tender orally and visually. Time available for presentation is one (1)

hour. The assessment will be done by an internal test group consisting of different roles such as

system administrator and system users. Only those bidders who will have a theoretical

the opportunity to win will be called. The tenderer demonstrates user cases according to Appendix

- User case. The demonstrations may be filmed to be able to go through even after demonstration moment. When evaluating usability, the following scale will be used:

MVG: The system is very much in line with the definition of usability.

VG: The system is in line with the definition of usability, though with minor objections.

G: The system conforms to the definition of usability, but with major objections.

IG: the system largely breaks with the definition of usability, the function / service does not exist or

Cannot be used.

The price deduction for the ten steps will be set as follows:

MVG = -100 000 SEK

VG = -50 000 SEK

G = -10 000 SEK

IG = +50 000 SEK

Maximum price deduction (MVG on everything) = SEK -1,000,000

**7.2.3 References**

The two (2) reference assignments provided in section 3.5 will be used again as part of

evaluation of tenders received. See appendix - Reference form for more information and read through

below text carefully.

The reference assignments must assess how well the tenderer may perform the current assignment from outside different aspects. The referees for each reference assignment must make an assessment of how well they are assesses that tenderers have performed the current reference assignment based on various aspects. Six (6) questions should be answered by the respective rapporteur. The referee should take a position on the questions by answering "Excellent",

"OK" or "Not acceptable". When submitting an answer, the grade "Not acceptable" is obtained. If the referee chooses to tick in two answer alternatives, the poorer selected option is obtained.

Reference is made by the procurement unit in Lund municipality sending out the appendix

"Reference form" via e-mail to all of the tenderers specified by the tenderers. All the referees

must respond. If the answer does not come from a referrer within four (4) working days from the date of the appendix sent out by e-mail to the referees comes a reminder from the procurement unit in Lund municipality to the Referee. The procurement unit in Lund municipality will wait for a reply from the referendum another two (2) working days. If the referee does not respond, the tenderer will be contacted for this will remind the referee one last time. In cases where replies have not been received by the procurement unit in Lund municipality no later than ten (10) working days after the attachment has been sent out by e-mail, the tenderer will to receive 0 points for each referent who did not respond to the appendix "Reference form" within the deadline.

The price deduction for the six questions will be set as follows:

"Excellent" = - 100,000 SEK

"OK" = - 20,000 SEK

"Not acceptable" = + 50,000 SEK

Maximum added value = - SEK 1,200,000

**7.2.4 The startup project**

To assess the Tenderer's ability to carry out an efficient and successful start-up project (such as

described under "Start-up project" in point 7.2.1 above), the following evaluation will be carried out.

The tenderer is requested to enclose a preliminary project plan describing the activities, methods and roles which one considers appropriate to implement the project according to the following timetable:

* First project meeting on site at the Customer no later than two weeks after the contract has been signed.
* The project ended no later than 4 weeks after the first meeting. (For evaluation purposes it can be assumed that the resources required by Customer itself is available during this period.)

From the enclosed plan, the various elements that form part of an establishment and which different phases must be stated that includes. It should also state which activities are dependent on the authority delivering for that succeeds with the start-up project.

The project plan for the start-up project will be assessed according to the following scale:

MVG:

* The plan's structure is well-planned and contains realistic milestones and reconciliation points
* The plan gives the authority added value that strengthens and streamlines future work with
* system
* The plan is well worked out and proven in previous implementations
* The plan gives the authority the opportunity to influence the different phases
* The plan has an agile approach

VG:

* The plan has a good disposition
* The plan contains the necessary steps
* The plan has a timeline with activities that are understandable and appropriate
* The plan is perceived as feasible

G:

* The plan has a good disposition, with shortcomings of a small nature
* The plan has milestones and set goals
* The plan is perceived as feasible

IG:

* The plan is perceived to have shortcomings that are not of a minor nature
* The plan lacks milestones and goals

Price deductions for the various components will be set as follows:

MVG = - 500 000 SEK

VG = - 250,000 SEK

G = - 50,000 SEK

IG = + 250 000 SEK

Maximum added value = - 500,000 SEK

**Attach project plan.**

**Attachment** .

**7.2.5 Transfer of skills**

Due to the below target picture (see point 1.2 for more information) that the authority has for RPA so is competence transfer is an important part of the delivery. The supplier's ability to implement a successful one competence transfer will be assessed as follows.

**Vision**

The goal is to go broadly to maximize the benefits in the organization and the aim is to automate

many processes, ranging from small to large. For us, this is a long-term work and our starting point is

create an "RPA factory". The aim is also to build up their own skills to be able to maintain

and manage a future solution. This means, for example, to a management organization (Center of

Excellence) will be set up. So it is not a "RPA-as-a-service" solution without focus

will be heavier on transfer of skills so that the municipality can manage operations in the long term

internal maintenance.

**Effect**

After the transfer of competence, the authority shall be able to handle 95% of the administration and operation of the system and automated processes. To achieve this goal, great importance is attached to the system utility. In order to clarify the meaning of this, the authority has worked out a definition of

the concept as below.

Attach a skills transfer plan that includes the following:

**Education in the form of classroom teaching**

* What courses / subjects do you see as suitable for classroom teaching
* Indicate how a suitable layout looks for the different courses / topics specified
* What extent do you estimate is needed to achieve the stated target image
* How to ensure competent and pedagogical course leaders (attach CV to a potential course leader)
* How to ensure course material

**Continuous transfer of competence**

* Specify model for ongoing competence transfer
* How is competence transfer for working methods, methods and techniques ensured for the different roles?
* How is documentation and handover ensured when the subproject is completed?

The competence transfer model will be assessed according to the following scale:

**MVG:** high probability that the target image for competence transfer will be fulfilled.

**VG:** high probability that the target image will be met, but with minor objections.

**G:** likely that the target image will be met, but with greater objections.

**IG:** very little or no probability that the target image will be met.

The price deduction for the various elements will be set as follows:

MVG = - 500 000 SEK

VG = - 250 000 SEK

G = - 50 000 SEK

IG = + 250 000 SEK

Maximum added value = - 500,000 SEK

**8. Completion of Contract**

**8.1 Changes and additions** The text will be included in the agreement

Amendments and additions to the agreement shall, in order to be valid, be made in writing in a separate document, be approved and signed by both parties and attached to the agreement.

Requirements made in the procurement documentation in, the previous contract, the contract, apply throughout contract. The authority has the opportunity to cancel further products and services in agreement with terms of the agreement. If the supplier's products and related services change, the product or the characteristics of the service or other things that may be of importance to the client must be the change in writing communicated to the authority appointed contact person.

**Technical changes**

The agreement aims at providing a suitable service delivery to the various contracting authorities uses. During the contract period, the supplier must enable the service delivery to be adapted along the technical development in the market as in connection with the signing of contracts and stated in the procurement document was relevant for the contracting authority to buy within the framework of the current contract Framework. During the contract period, the supplier shall support the contracting authority to ensure an adherence to the technological development and other changes such as, for example, operation and support of cloud-based solutions.

**Management related changes**

It may be appropriate to cancel a separate contract for services linked to support and maintenance related matters. Suggested in the form of a pot with hours as the internal the management organization can utilize as additional resources and skills are needed to solve incoming support cases. The rules of this "support agreement" are based on the same basic principles as this framework agreement with any additions that are regulated in consultation between the Supplier and the Customer. E.g. can it become relevant with an extra high level of risk for processes that are considered very critical and their technical expertise must be able to be in place and rectify faults within 8h.

**8.2 Agreement follow-up** The text will be included in the agreement

The parties shall have regular follow-up meetings throughout the contract period. The parties have obligation to participate in contract follow-up meetings at the request of either party.

**8.3 Processing of personal data** The text will be included in the agreement

In case the supplier's provision of Contract Objects includes processing of personal data for Customer's account is the supplier of personal data assistant and Customer personal data manager. treats the supplier or its subcontractor personal data on behalf of Customer, shall be in writing Personal data assistance agreements are entered into. Personal data assistance agreements are attached to the tender documents and must be signed by the supplier, if applicable. The Personal Data Assistance Agreement regulates the personal data assistant's processing of personal data on behalf of the Data Protection Officer on behalf and on it level of integrity to be achieved when processing personal data when performing this agreement (Main contract). Any additional costs the personal data assistant has to fulfil his obligations is paid for by the Personal Data Assistant.

**8.4 Price** The text will be included in the agreement

Price according to tender. All price positions in the tender must be priced in SEK, excluding VAT.

**8.5 Price regulation** The text will be included in the agreement

Fixed price applies throughout the contract period, excluding any extension. Prices may be adjusted only once, after the fixed price period expires as below (consulting service and licenses).

The base month is the first contract month minus six (6) months.

Written request for renegotiation can be called for no earlier than three months and no later than two months before current prices may be adjusted. All costs for the assignment must be included. Opportunities for renegotiation must exist if the conditions are changed substantially. In that case then

agreement on adjusted prices cannot be reached by the parties, the latest agreed prices apply until then new agreement has been reached. During any notice period, the last one applies agreement.

**Consulting**

Price regulation for agreed hourly rates may be regulated with the annual change in Labor Cost Index (LCI) for officials in industry J - "Information and communication activities (SCB).

**licenses Prices**

Price regulation due to currency change shall be calculated at 75% of the currency change. To own right for currency adjustment, the following two (2) requirements must be met:

1. The current exchange rate's relation to the base price must be changed by one specified

percentage. This means that the exchange rate for the day is compared with the agreed base rate and

if the percentage change between them is greater than or equal to the agreed

percentage is the requirement met.

2. The currency change must be changed by the stated percentage for at least one (1)

months’ time. For the requirement to be fulfilled, it is sufficient that the average

The exchange rate change over one (1) month's time has changed with the stated percentage. Both

current and historical exchange rates are collected from the Riksbank's website, under statistics, search interest rates & exchange rates. The value to be used is retrieved from the "Day" column corresponding to The Riksbank's cross course (daily rate).

**Definitions**

Currency Change

* The change between the current basic course and the new basic course that must be changed with one specified percentages for the parties to own the right to currency adjustments.
* Specified percentage: +/- three (3) percent.

Base Currency

* The foreign currency that is relevant to the agreement and which is to be adjusted against.
* Specified currency: stated in the tender.

**Basic Course**

* The base price is the exchange rate at which the currency change is compared with. In case of a currency adjustment, it should the current exchange rate used for the adjustment applies as a new basic price until the next value adjustment.
* The base course should always be written as 1 Currency = X SEK.
* Specified base rate: month year: 1 Currency = X, YZZZ SEK.

**8.6 Terms of payment** The text will be included in the agreement

Payment of the installation takes place in its entirety after final approval according to agreed terms. Annual fee for support and maintenance as well as licenses begin to run upon final approval of delivery in production environment.

Payment must be made thirty (30) days net after arriving at the correct invoice and after completed and approved assignment / approved delivery.

**8.7 Interest on late payment** The text will be included in the agreement

Interest on late payment shall be settled in accordance with applicable interest law. The interest invoice must be linked to the respective invoice as the interest rate target refers.

**8.8 Invoice** The text will be included in the agreement

Invoice shall be designed and drawn up in accordance with applicable legislation, shall contain reference and shall sent to each customer's invoice address. Invoices may not be merged into a collection invoice. Invoice shall be designed in accordance with the wishes of each contracting authority after reconciliation at the start of the contract.

Invoice should be delivered as an electronic invoice in one of the formats: SFTI Svefaktura 1.0, SFTI

Svefaktura BIS 5A 2.0 or SFTI Full Text Invoice 2.3.

**8.9 Invoicing / factoring company** The text / question contains requirements that must be met

The text will be included in the agreement

The use of a subcontractor for receipt of payment requires the Buyer's approval. If

The supplier intends to use invoicing / factoring companies when invoicing this agreement, this must be stated for the authority, the Procurement Unit no later than one month before the start of the contract. Change of billing company may only be done after written approval.

**In case where the Supplier intends to use invoicing/factoring companies, this shall be stated in comment field below.**

**None**

**8.10 Administrative fees** The text will be included in the agreement

Order, handling, billing fees or other similar fees are not accepted.

**8.11 Error or defect in the goods / service** The text will be included in the agreement

If the product is incorrect and does not depend on the Buyer or any relationship on the Buyer's side, the Supplier ismobliged to rectify the fault without cost to the Buyer. Does not rectify within a reasonable time after that the buyer has complained that the buyer has the right to either demand a price deduction that corresponds to the error or let remedy the fault at the Supplier's risk and expense. If the fault is of significant importance to the Buyer and the supplier realizes or discards this, the Buyer may cancel the purchase in respect of the incorrect goods / services and get a full refund.

**Generally**

Fixing faults must be done promptly and on a permanent basis, and where necessary or appropriate

According to the circumstances, it will be through the provision of error correction, or if the client is in writing approve it, in the form of a temporary solution.

**Definition of errors**

By error is meant that the system or the workflows that are automated using the system do not

meets the agreed requirement specification or that there are deviations from what follows from the assignment carried out in a professional manner. At system level, this can be incorrect design or

configuration of the system and its technical environment. At the process level it can be wrong

configured workflows that prevent the automated process from working claim position.

**Responsibility for errors**

The supplier is obliged, at his own expense, to remedy faults as defined above. As for errors such as

originates from the system manufacturer's side, the tenderer must ensure that the system supplier

be notified and that corrections of these errors are obtained and installed as soon as possible.

**Exceptions to liability**

1. Errors caused by changes made or interventions by the client to current software,

hardware or results of consulting services that did not comply with the supplier's instructions or

consent; or

2. Errors caused by the client's use of software, hardware or results of

Consultancy service other than what appears from user documentation or supplier's

instructions, or by neglecting the client or another for whom the client is to be considered to respond.

**bug fixing**

Error correction must be done as follows:

The customer can choose when an error correction is installed and commissioned, in order to avoid interference, the client's operations. If the error correction has been delivered, the error is considered corrected even if the client chooses to wait for installation and commissioning. Error corrections made by the supplier are tested and followed up by

supplier himself before the correction is delivered to the client. Error corrections are configured by the provider for to work in the client's environment according to the agreed specification with regard to adaptations at client.

**8.12 Liability for damages** The text will be included in the agreement

The supplier is responsible for direct damage as the Supplier through lack of professionalism,

breach of customary care or other negligence causes the municipality or third party to do so

implementation of the mission.

Should the municipality find it necessary to terminate the framework agreement, the municipality is also entitled to compensation corresponding to all the municipality's accrued and already agreed future costs for the settlement of the agreement and change of supplier.

Should the municipality find reason to cancel the framework agreement, the municipality is also entitled to damages corresponding to all the municipality's accrued and already agreed future costs for the settlement of the agreement and change of supplier, including incurred procurement damages.

Has the Supplier terminated the Framework Agreement because of the fact that the Municipality has substantially breached, the Contractor is entitled to damages for the damage caused to the Supplier, however, the agreement may damages are at most the negative contract interest. Claims for damages must notify The municipality within one year from the expiry of the framework agreement, otherwise the Supplier can no longer claim any claims for damages from the municipality related to the framework agreement. The restrictions do not apply if intent or gross negligence exists.

**8.13 Liability insurance** The text will be included in the agreement

It is supplier’s responsibility to take out and maintain custom liability insurance at its own expense with adequate amount of liability about the nature and scope of the Contract Object. The provider

shall also hold an insurance relating to pure property damage relating to consultancy services

Consulting service provided. At the request of the Customer, the supplier must provide a certified copy of the relevant applicable insurance policy and proof that insurance premiums have been paid.

**8.14 Contract administration fee** The text will be included in the agreement

At the total invoiced value excluding VAT for Lund municipality, 1.8% is paid administration fee, which must be included in the quoted price. Note that the administration fee should paid on everything that is invoiced regardless of whether it is covered by the agreement or not.

The administration fee shall be paid, including VAT, only specified to Lund municipality, The procurement unit, Bankgiro 991-1355, semi-annually in arrears. The first payment is made February 1 and next September 1st or September 1st and next February 1st, depending on the start of the contract corresponding date under the agreement. Payment must be marked with, in the agreement stated, project number.

Before payment is made, information about payment must be sent to [upphandling-statistik@lund.se](mailto:upphandling-statistik@lund.se)

If the contract administration fee is not paid within the prescribed time, Lund Municipality has the right to demand know at 1000 SEK for each full calendar day until payment is made. Non-payment of contract administration fee for more than 20 working days constitutes a significant breach of contract.

**8.15 Statistics** The text will be included in the agreement

The supplier must send in free of charge in connection with the payment of the contract administration fee statistics on delivered goods / services. The statistics should be delivered digitally in excel format to the following mailbox: upphandling-statistik@lund.se. Statistics should also be available on request in addition to mentioned above. The statistics should be readable;

1.Total sales sum for all contracting authorities

2. Total sales amount for each contracting authority.

3. Purchase statistics per product category broken down by contracting authority

4. Purchase statistics per item level stated in number of pieces and SEK, broken down by contracting party authority

5. Purchase statistics per customer specified on item level with listing if item is net priced or not

6. Purchase statistics per order path / channel per customer

Statistics shall be delivered within 14 days from the day the request was sent to the Supplier.

Statistics that form the basis of the administration fee must be upphandling-statistik@lund.se

available no later than 15/1 (refers to Q3 and Q4) and 15/8 respectively (refers Q1 and Q2) to each contract year.

In case of delay, the authority is entitled to demand a fine of SEK 500 for each full calendar day as delivery requested statistics are delayed.

**8.16 Subcontractor** The text will be included in the agreement

The supplier is responsible for the subcontractor's work as for his own work. Subcontractor replacement

approved by the Buyer.

**8.17 Intellectual property rights** The text will be included in the agreement

The contracting authority obtains ownership of the result of services ordered, whereby the ownership rights passes to the contracting authority immediately after the result has been obtained from the supplier. All copyright, patent law and other intellectual property rights attributable to the result are transferred to contracting authority through the contract. The supplier does not have the contracting authority consent right to exploit the result in its continued operations. The transfer includes a right for

contracting authority to change and modify the result and to transfer rights to outcome. The supplier shall make reservations to the Authority in respect of the subcontractor employed to the result.

The authority also has the right to let contractors use the service within the framework of their own

operations.

The supplier may not publish or otherwise use investigation material or work results as

belongs to the Authority without written consent. All such material must be submitted to the Authority when it is no longer needed or no later than the end of the mission.

**8.18 Intrusion** The text will be included in the agreement

The supplier is responsible for ensuring that it is the holder of all rights or has obtained the necessary information approvals from all relevant rights holders required for the provision of system / service. Furthermore, the supplier is responsible for the fact that no additional license is required, royalty payment or the like for the Authority's use of the system / service. The supplier guarantees that the Authority's use of and / or disposal of all or part of the service accordingly framework agreements do not infringe third party intellectual property rights.

The supplier undertakes to defend at its own expense the Authority if claims are directed or the action is brought against Authority as infringement due to use of the system / service. The supplier undertakes to carry action and conciliation proceedings on the most advantageous way for the Authority and according to The Authority's reasonable comments on questions about how the action is brought.

The supplier also undertakes to compensate the Authority for the remuneration and damages which The authority through conciliation or judgment may be required to issue. The supplier's commitment only applies provided that the supplier has been notified in writing of claims made within a reasonable time however, no later than one (1) calendar month.

If the infringement has been confirmed, the supplier shall at its own expense insure either the Authority the right to continue using the service, change / replace parts of the service in a way the Authority approves or withdraw the service provided and credit the Authority for an amount corresponding to the value with deduction for time for use and normal depreciation period.

If the supplier does not fulfil its obligation as described above within a reasonable time, the Authority is entitled to such deduction on the price that corresponds to the service's reduced value due to the infringement.

The supplier is not responsible to the Agency for Intrusion Claims based on that the system / service was changed or used in a way for which it was not designed, and the supplier provided instructions on how the service can be used.

**8.19 Consequences of termination of the agreement**

The text will be included in the agreement

Framework contract supplier must assist in connection with settlement of Customer's use of

Contract objects and when changing to another supplier. This includes, for example, answering of

inquiries, technical assistance and handing over of operating documentation. Framework contract provider's commitments this section applies for a period not exceeding six months from the termination of the Contract regardless of cause.

Framework contract supplier shall ensure that activities in connection with settlement are carried out within the Customer specified reasonable time frames and in a professional manner, and that a detailed plan is set up for settlement if Customer requests it. During settlement, the Framework Contractor shall at the Customer's request cooperate with new supplier to the Customer.

The liquidation must take place in a way that facilitates surrender of ongoing or completed Delivery of Contract Objects to Customer or third party without unreasonable cost or disturbance for the Customer.

Framework contract supplier shall, during the handover phase, contribute with its competence regarding Contract Objects and Delivery to Customer and / or third party.

Framework contract supplier shall, during the handover phase, ensure that key personnel are available for participation in the handover to the extent required. Key persons are persons who

are important for the handover because the person has special skills or has had a special

role. Key personnel must be available for the entire period specified in the first paragraph.

Framework contract supplier shall be responsible for, and be able to demonstrate, all information and documentation associated that Customer has been handed over and subsequently destroyed by the Framework Contractor.

Contracted Contracts may include special commitments for the Framework Contractor in connection with the Contract cessation.

Settlement services included in the Framework Contractor's regular provision of Contract Objects

(eg providing documentation to be provided under Contract) should be provided

without extra compensation. Settlement services in addition shall be provided to hourly rates specified in Contract for such a Consultant who performs the settlement services.

**8.20 Anti-discrimination** The text will be included in the agreement

The seller shall in his / her business in Sweden follow on every occasion in Sweden regarding discrimination law. Examples of legal rules that are intended are:

* Article 141 of the EU Treaty
* Chapter 16 9 § offenses
* Discrimination law (2008: 567)

The buyer considers that a violation of these laws is an essential breach of contract and has the right to cancel the agreement on a court or other authority in a judgment or decision finds that the Supplier did not follow it at each time regarding anti-discrimination legislation.

**8.21 Transfer of contracts** The text will be included in the agreement

Contract entered into cannot normally be transferred to another contracting party. In exceptional cases, the transfer may be approved without the need for new procurement according to LOU. If a transfer can be accepted, this should be approved in writing by the Buyer. If a transfer is made without such consent, the Buyer has the right to say up the contract without prior notice.

**8.22 Transfer on reorganization** The text will be included in the agreement

If reorganization takes place within the contracting authority covered by the framework agreement, it shall activities that are covered by the framework agreement are entitled to cancel the agreement even after the reorganization estimated purchase volume included in the procurement. This can, for example, apply if activities are converted to company. An agreement can then be transferred to the new customer.

**8.23 Closure of contracts in certain cases** The text will be included in the agreement

The agreement can be revoked by the Buyer if there are grounds for exclusion under LOU 13 ch. 1-3 § which were not known for the contracting authority when the agreement was signed or which has occurred during the contract period. The agreement can If the contract has been the subject of a change that is not permitted under Chapter 17, § 9-14 § LOU, the Buyer will be lifted.

**8.24 Early termination of contract** The text will be included in the agreement

The buyer has the right to terminate the agreement in advance if the Supplier does not prove to meet the stated requirements and Commitments to their implementation of the assignments and / or stated deficiencies are not addressed in an acceptable manner way. If the deviations are not remedied in an acceptable manner, the Buyer can terminate the agreement with one notice period of six months. The termination must be in writing in order to have validity. If the shortcomings are Essentially, framework agreements can be terminated with immediate effect.

**8.25 Termination** The text will be included in the agreement

If the Supplier does not fulfill the terms of the framework agreement and this can be considered as material breach of contract, or if the Supplier substantially fails to fulfill its obligations and rectification does not take place without delay In writing, the Buyer has the right to cancel the framework agreement with immediate effect.

**8.26 Force majeure** The text will be included in the agreement

If the party's performance of this agreement is prevented or becomes unreasonably burdensome due to circumstance outside its control, which it could not reasonably have been expected to have included in the contract and whose consequences this could not reasonably have avoided or overcome or because of his subcontracting is prevented from fulfilling its delivery due to circumstances specified herein constitute liberation grounds which lead to the advancement of the timing of achievement and liberation from the vet and other penalties. These circumstances can be war, riots, fire, natural disasters (like flood, hurricane, earthquake), explosions, or strike. Essential part of the agreement is prevented for longer than three months due to certain above-mentioned circumstance party, without liability in writing, withdraw from the agreement in writing. If there is a circumstance that can cause it the application of this provision shall immediately inform the counterparty in writing thereof.

**8.27 Dispute** The text will be included in the agreement

Dispute regarding the application or interpretation of this Agreement and related legal relationships shall primarily be resolved through negotiation between the parties. If the parties do not reach through negotiation any solution, the dispute shall be settled at a public court in the buyer's place with application of Swedish law.

**8.28 Interpretation preference** The text will be included in the agreement

The contract documents complement each other. If the contract documents prove to be contradictory in In some respects they apply among themselves in the following order:

1. Written changes and additions to this agreement

2. This agreement including attachments

3. Any written clarifications to the tender documentation with attachments

4. The tender documentation with attachments

5. Any written clarifications to the supplier's tender in time order

6. The supplier's tender

**8.29 Signature of the Agreement** The text will be included in the agreement

This agreement has been drawn up in duplicate, of which the parties have taken their place.

1. **Additional conditions Installation**
   1. **Installation during start-up projects** The text will be included in the agreement

Installation of the system takes place in close cooperation with the client and the supplier. Provider

installs the system in the client's IT environment. Once the installation is complete, a delivery approval is performed.

* 1. **Agreed delivery date - actual delivery date**The text will be included in the agreement

The agreed delivery date is the day on which the delivery must meet the agreed specification. Agreed delivery date fixed at call-off. Actual delivery date enters when the client notifies the supplier that

the delivery test is approved. Actual delivery date means that the customer has the right to use the system and that the supplier has the right to receive any compensation.

* 1. **Delivery delays installation** The text will be included in the agreement

Delay occurs if the actual delivery date occurs later than the agreed delivery date.

If delay is caused by circumstances for which the client does not respond, the client is entitled to

penalty. The amount is calculated from the basis-based amount for the installation. Knowledge starts at 5% per commenced week, however, the delay will not exceed a maximum of 25%.

If the delay is up to eight weeks or more, the customer has the right to resign the delivery, without

compensation to the supplier for the installation.

* 1. **Cancellation during installation** The text will be included in the agreement

For those cases where the supplier does not fulfill its obligations under the agreed project plan or another agreement, the client has the right to cancel the framework agreement and not install the system. The customer has also the right to cancel the framework agreement if the system is not finally approved.

If the purchaser lays out the framework agreement, the client is also entitled to damages corresponding to the cost the supplier's breach of contract has caused or will cause the client.

* 1. **Critical amounts for introduction / installation**

The text will be included in the agreement

The amount that is the basis for calculating the penalty for delaying the installation.

The knowing amount is for the installation:

i. Cost of the Implementation Project as well

ii. Cost of licenses per year

**10. Additional terms consulting service**

**10.1 Commercial Additional Terms Consultancy Service**

The text will be included in the agreement

The following terms shall be applied to all consulting bodies within the framework agreement Robotic Process Automation (RPA) 2019.

**10.2 Call-off consulting services** The text will be included in the agreement

If the Client wishes to receive a consulting service, the Purchaser shall, after the Supplier has provided information If the time estimated for the assignment, make a written order to the Supplier. The order should contain a detailed description of the requested consulting service and other circumstances that are of importance to the Client.

The supplier shall provide human resources, which the Client needs from time to time.

Delivery obligation exists for all specified levels of competence.

After ordering according to the first paragraph above, the Parties shall jointly and jointly prepare one

assignment description for the consulting service in question which must contain at least;

i. agreed specification for any Results to be provided by the Supplier

ii. timetable for the consulting service's execution (including information on the number of working hours as

The consulting service is expected to claim and information about what this maximum may cost)

iii. timetable for delivery of any Results

The hourly rates apply. The client can, however, request a total cost for the assignment. This

cost must then be based on current framework contract prices. If the supplier cannot offer consultants within time frame (2v) set by the Client has the Client the right to hire consultants outside this

framework agreement (purchase purchase). Coverage has been carried out with care and within reasonable time after the supplier has announced that he has not been able to deliver consultants, the price is added according to this framework agreement and the price at the purchase basis for calculating the price difference. This price difference should be a penalty.

**10.3 Providing a consultant** The text will be included in the agreement

The consultant that the Framework Contractor provides must fulfil any requirements specified in the Contract, competence or other qualifications. Contract provider always provides appropriate training and is qualified and competent to perform consulting service.

The framework contractor is obliged to take the initiatives that are needed for the provided Consultant to receive and maintain the necessary knowledge and understanding for the provision of consulting services in the customer's environment.

The Customer and the Framework Contractor have the possibility to contract in Contract to specifically name The consultant shall provide the specified part of the consulting service. If so, undertake framework contract supplier not to replace such named Consultant without Customer's written approval in advance. Such approval must, however, be provided if there are objective reasons for change. Framework agreement Supplier shall otherwise work to ensure that the turnover of Consultant is kept at a reasonable level.

The customer is entitled to request an exchange of a Consultant who does not fulfil the Contract's requirement or if customer can demonstrate that other factual reasons for the request for exchange exist, such as cooperation difficulties. The change must then take place without delay.

When exchanging the Consultant, regardless of whether the Framework Contractor or Customer has initiated the exchange, a new candidate shall be subject to approval by the Customer. Furthermore, the Framework Contractor shall be responsible for its costs and costs time spent on exchanging the consultant and for new consultant to familiarize himself with relevant parts of Consulting Service. If Customer suffers damage due to the exchange and this does not depend on circumstances except

Framework contract supplier's control, the Customer has the right to a reasonable deduction of compensation correspondingly arising damage despite the written consent of the exchange given by the Customer.

Consultant is never to be regarded as an employee of the Customer. Frame contract supplier therefore responds to taxes, social fees and other expenses associated with consultant’s employment. Should the Customer be obliged by law to pay taxes and social charges on remuneration to be paid to the framework contractor, shall pay taxes and social charges on remuneration to be paid to the framework contractor, shall Framework contract supplier replaces the Customer for such fees. If possible, this shall be done by deduction from compensation paid to the Framework Contractor.

Unless otherwise stated in Contract, Resource Service shall be performed at Customer's premises and Customer shall provide Framework contract provider access to their premises and provide equipment reasonably required for Consultancy service execution.

Resource service shall be deemed to have been completed in that Resource Service has been carried out in accordance with the Contracts requirement.

Framework contract supplier's responsibility for Error, delay and other breach of contract. A warranty period of twelve months, calculated from Effective delivery day for Consultancy service for which delivery control is applied, respectively from when Consultancy service is performed with regard to other type of consulting service. Other warranty period than twelve months can be agreed in Contract.

If no other agreement is made in connection with the call-off of consulting service, assignments shall be performed on place at the customer.

**10.4 Reporting** The text will be included in the agreement

The supplier must submit reports on consulting services on an ongoing basis and without extra cost

Progress to the Purchaser according to his instructions.

**10.5 Delivery and approval of results** The text will be included in the agreement

On the agreed delivery date for each Result, the Result shall be delivered to the Purchaser and fulfill it

agreed specification for the result agreed between the parties according to item 7.3 above.

For consulting service which consists solely of the Supplier providing a resource (see paragraph 10.3 above) no special test or approval of the Consultancy Service shall be carried out. For delivery of Results should below are applicable. Testing and approval should also, for the avoidance of misunderstandings applies to the consulting services where the resource provided by the Supplier must produce certain specific result.

The supplier must have performed his own tests before the agreed delivery date for each Result

verify that the result complies with the respective agreed specification.

The customer must test the result after confirming the result to confirm that it complies with the agreement specification. The client shall after such tests and no later than four (4) weeks from the Supplier's Delivery of the result in writing confirm the approved delivery to the Supplier. About the Purchaser at such tests should detect errors or deviations from the agreed specification, the mentioned errors and / or deviations The Supplier shall be notified, this being done, free of charge for the Purchaser and with such urgency circumstances require, correct such errors and / or deviations in order to ensure that agreed specification is met.

If the Supplier has not rectified any errors and / or deviations in accordance with the above, the Purchaser shall receive written notice give the Supplier a final and reasonable deadline for remedies. If the error and / or deviation is not corrected when such deadline has expired, the Client is entitled to a reasonable deduction for the compensation for the Consultancy Service and / or the right

that, itself or with the help of a third party, remedy the error and / or the deviation of the Supplier's

expense. Is the error and / or deviation of material importance for the Purchaser's use of the result

and the Supplier realized or should have realized this, the Purchaser is entitled to after the deadline with immediate effect terminate the agreement on consultancy service in question.

If the Purchaser does not confirm that the result meets the agreed specification or leaves a message

about errors and / or deviations within four (4) weeks from delivery of the result, the result shall be considered approved.

Errors and / or deviations that are of no significance for the intended use of the result and which do not inconvenience to the Purchaser shall not prevent the result from being regarded as meeting the agreed specification. Such errors and / or deviations shall, however, be remedied by the Supplier without undue delay.

**10.6 Agreed delivery date** The text will be included in the agreement

The agreed delivery date is the day on which the delivery must meet the agreed specification. Agreed delivery date fixed at call-off. Actual delivery date enters when the client notifies the supplier that

the delivery test is approved. Actual delivery date means that the customer has the right to use the system and that the supplier has the right to receive any compensation.

**10.7 Delay on the supplier's side** The text will be included in the agreement

Delay occurs when the actual delivery date enters after the agreed delivery date or if in fact

delivery date cannot be determined or if the Framework Contractor in other respects not performed delivery in according to agreed timetable including any agreed milestones.

Delay regarding Actual delivery date due to framework contract supplier or any relationship on

The framework agreement provider's side entitles the Customer to a penalty. Knowledge shall be paid with an amount corresponding to 5% of white-ground amount per commenced delayed week, with a maximum penalty of 25% of the basis for payment amount. In case the Customer has suffered damage as a result of the delay, the Customer is also entitled to damages, within the

Limitations of liability as stated in the Contract and with deduction for payment of fine. In that case, maximum penalty achieved, maximum penalty will be achieved or the delay is otherwise of significant importance to the Customer, the Customer is entitled to terminate the Contract in writing immediately. Delay lasting more than six calendar weeks shall always be considered to be of significant importance to the Customer. Such termination applies, according to Customer's choice, Contract in its entirety or the part of Contract that relates to the delay.

Framework contract supplier shall without delay notify the Customer in writing of any anticipated delay. Framework contract supplier shall at the same time notify the Customer in writing of the reason for the delay and when Delivery is expected to take place. Do not leave Frame Contractor such notice without delay,

the Customer is entitled to compensation for the damage that could have been avoided if the message was submitted on time.

Framework contract supplier shall not be responsible for delay in so far as the delay depends on the relationship which Customer should be considered responsible for. In such a case, the framework contractor is entitled to the necessary extension of the delivery time. If Customer finds or fears that such a relationship will occur, shall Customer, without delay, notify the Framework Contractor in writing of this.

If the Customer and the Framework Contractor agree on a changed timetable, it must be agreed

whiteboards and whiteboards are fully applied to the new timetable. If so, please state

explicitly in Contract, this shall apply even if the maximum penalty according to the previous timetable already has achieved or achieved at delays according to the new schedule.

**10.8 White ground amount for consulting service**

The text will be included in the agreement

The amount that is the basis for calculating the penalty for delay is as follows:

i. according to above 10.2 Call-off consulting services, price difference for cost coverage purchase.

ii. as above 10.7 Delay on the supplier's side is total cost for consulting service (Resource service

and / or assignment service) for contracts.