**Answer to the question No 1 submitted by Tenderer**

**about the procurement “Rights of using the delivery platform of e-books for the needs of the RTU”**

**ID No RTU-2016/37**

Riga, 28/09/2016

| No | Section of the Regulations | Question / suggestion | Answer |
| --- | --- | --- | --- |
| 1 | Technical specifications of the commissioning authority, Section No 13 | *Online payments**1* *Provides an option for the Platform users to pay at least with a payment card (at least VISA, MasterCard).***Question No 1**: Please explain, if the Commissioning Authority plans to provide a complete payment card transaction processing solution (the trading account opening and maintenance costs, the contract with a banking institution about the online use of payment cards, the contract with the card transaction processing system manufacturer)? If yes, please indicate name of the manufacturer and the payment card transaction processing system, which should be included in the interface solution for e-book purchase platform. | The Supplier provides complete payment card transaction processing solution. A user should be able to pay at least by VISA and MASTERCARD. The Supplier can choose the card transaction system at its discretion. |
| 2 | Technical specifications of the commissioning authority, Section No 5. | *2* *Provides individual and institutional access to the Platform***Question No 2**: Please explain, if the Supplier should include its infrastructure in the tender (servers, network and internet connection, maintenance of this platform) with regard to the e-book platform or the Commissioning Authority plans to provide its own infrastructure? If the Supplier should provide an infrastructure, please indicate the respective positions of the financial tender, where the respective costs should be included. | According to the Section 1.1 of the technical specifications, Supplier of the Platform provides well-functioning e-book system and is entitled to transfer to the Commissioning authority the rights of using this system. Therefore the Supplier can choose, where the Platform is located and provides the infrastructure for the hosting of e-book platform. The related costs should be included under positions No 17 "Amount of the one-time fee (including adding second language and the annual service fee for the year) 1" and No 18 "Annual service fee" of the Section II in the Financial Tender. |
| 3 | Technical specifications of the commissioning authority, Section No 9. | *9* *E-book and e-magazine catalogue of the platform is available for the following registered users: (1) RTU authorised users by using the existing OAUTH2.0 based authorisation solution (the Commissioning authority will provide the necessary technical information regarding this requirement after the conclusion of the contract)***Question No 3**: Can we assume that the authorisation solution for users from other institutions technologically will be the same as for the RTU (OAUTH2.0 based)? Taking into account that the connecting of additional authorisation source requires extra configuration work, do you know, how many institutions will need the authorisation? | OAUTH2.0 based authorisation solution is planned only for RTU users. Other institutions will use the accounts of the registered users of the Platform (it is not planned to connect additional authorisation sources to the Platform).  |
| 4 | Technical specifications of the commissioning authority, Section No 9. | *9 Language of the Platform interface* *1* *Provides the Platform interface at least in English and Latvian.***Question No 4**: Does the requirement for the interface in Latvian and English replace the requirement "Provides an option for the Commissioning Authority to translate the Platform interface in additional language"? | The Supplier should provide an interface in one of the indicated languages (English or Latvian) but the Commissioning Authority has the rights to translate it to any other language (not only English or Latvian); therefore it cannot be considered that the requirements directly replace each other.  |
| 5 | Technical specifications of the commissioning authority, Section No 10 | *10 Maintaining and updating of the Platform content**2* *The Supplier ensures publication content conversion from at least .pdf, .docx, .indd, .html formats to ePub 2.0 format and/or ePub 3.0 format.***Question No 4**: Is it planned that the conversion from the submitted content to the formats ePub 2.0 or ePub 3.0 involve such initial formats as images of the unknown scanned content of the book that the Supplier has to convert to the text formats ePub 2.0 or ePub 3.0? | It is not planned to convert scanned content of a book to the formats ePub 2.0 or ePub 3.0. It is planned to publish items consisting images of the unknown scanned content as pdf files in the Platform. The conversion to the formats ePub 2.0 or ePub 3.0. will involve only the documents with the content of good quality or the documents, where it is possible to edit or copy their content.  |
| 6 | Technical specifications of the commissioning authority III Terms of the Contract | *Reviewing the Terms of the Contract the Tenderer does not understand, how exactly it is planned to limit the liability of the Parties.* **Question No 5**: Do we understand it correctly, that the direct loss of the parties according to this contract (Section 3.3) are limited to 10% of the sum of main liability and the parties do not have any responsibility regarding indirect loss? And according to the Civil Code it does not involve cases, where the loss results from the illegal conduct (act or omission) of the Party caused by bad intentions or gross negligence? According to the good practice of the information technology, the maximal possible loss is clearly stated in the contracts, because this information is essential for assessing the project risks and calculating the price of the tender. | According to the Section 1716 of the Civil Code, penalty in the event of incomplete performance of the contractual obligations or inability to perform them within the indicated deadline, can be growing but should not exceed 10% from the principal sum or the sum of main liability; therefore it is included under Section 3.3 of the Terms of the Contract. The provisions may be updated without prejudice to the rights of the Commissioning authority indicated in Section III "Terms of the Contract" of the technical specifications and will be agreed before concluding the contract.  |