LĪGUMS Nr. 010000/20-127 (par tehnisko objektu pārvaldības sistēmas (TOPS) atjaunināšanu un atjaunotās tehnisko objektu pārvaldības sistēmas (TOPS) ekspluatācijas tehniskā atbalsta nodrošināšanu)	**CONTRACT No 010000/20-127** (on the technical object management system (TOPS) renewal and technical support and maintenance services of the reimplemented technical object management system (TOPS))
Rīga, Latvija 2020.gada 12. februāris	Riga, Latvia 12 February 2020

AS "Latvenergo", vienotais reģistrācijas numurs 40003032949, (turpmāk tekstā – " PASŪTĪTĀJS"), tās _____ personās, kuri rīkojas saskaņā ar _____, no vienas puses, no vienas puses, no vienas puses,
un
"CGI Lithuania" UAB, vienotais reģistrācijas numurs 210316340 (turpmāk tekstā – "UZŅĒMĒJS"), tās _____ personā, kas rīkojas saskaņā ar uzņēmuma statūtiem, no otras puses, (turpmāk tekstā saukti kopā – "Līdzēji" vai katrs atsevišķi, attiecīgi – "Līdzējs"), noslēdz šo līgumu (turpmāk tekstā – "Līgums"), par sekojošo:

Latvenergo AS (hereinafter referred to as the " **CONTRACTING AUTHORITY**"), represented by _____, acting in accordance with the _____ on one side,

and
"CGI Lithuania" UAB, identification code 210316340 (hereinafter referred to as the CONTRACTOR), represented by its _____, acting under the Articles of Association, of the other part, (jointly hereinafter referred to as the Parties and each individually as the Party), enter into this Contract (hereinafter referred to as the Contract) as follows:

1. LĪGUMA PRIEKŠMETS
1.1. UZŅĒMĒJS veiks PASŪTĪTĀJAM Tehnisko objektu pārvaldības sistēmas (turpmāk tekstā "**Sistēma**"):

a) Pašreizējās IFS lietojumprogrammas 8. versijas analīzi, kā arī atjaunināšanu uz IFS jaunāku 10. versiju, un nodošanu ekspluatācijā (turpmāk tekstā – "**Atjaunināšana**");

b) Atjauninātās Sistēmas, tehniskā atbalsta un uzturēšanas pakalpojumus 24 (divdesmit četrus) mēnešus no tās nodošanas ekspluatācijā brīža (turpmāk tekstā – "**Uzturēšana**");
1.2. Atjaunināšana un Uzturēšana kopā turpmāk tekstā dēvētas par **"Pakalpojumu"**.
1.3. PASŪTĪTĀJS apmaksās atbilstoši šī Līguma noteikumiem izpildīto Pakalpojumu. Pakalpojuma ietvaros veicamie darbi, to izcenojumi un termiņi norādīti Pielikumā Nr. 1 "Pakalpojuma ietvaros veicamie darbi, projekta posmi, to izcenojumi un termiņi".

1. SUBJECT OF THE CONTRACT
1.1. The CONTRACTOR shall provide the following services to the CONTRACTING AUTHORITY in regard to the Technical Object Management System (hereinafter referred to as the **System**):

a) the analysis of the current IFS applications version 8 as well as its reimplementation to IFS applications newer version 10th and commissioning (hereinafter referred to as the Reimplementation);

b) technical support and maintenance services of the reimplemented System for 24 (twenty-four) months from the time of its commissioning (hereinafter referred to as the Maintenance);
1.2. The Reimplementation and Maintenance are jointly hereinafter referred to as the **Service**.
1.3. The CONTRACTOR shall pay for the Service performed in accordance with the provisions of this Contract. The works to be performed within the scope of the Service, the stages of the project, their price schedule and deadlines are listed in Annex No. 1 "The works to be performed within the scope of the Service, the stages of the project, their price schedule and deadlines".

2. PAKALPOJUMA IZPILDES UN NODOŠANAS TERMIŅŠ
2.1. UZŅĒMĒJS uzsāk Pakalpojuma izpildi 2020.gada 02. martā.
2.2. UZŅĒMĒJS veic un nodod Pakalpojuma izpildi PASŪTĪTĀJAM šajā Līgumā noteiktajā kārtībā, saskaņā ar Pielikumā Nr.1 doto laika grafiku. Gadījumā, ja Pakalpojums tiks veikts vairākos posmos, to (posmu) apjoms un izpildes termiņi noteikti šī Līguma Pielikumā Nr.1"Pakalpojuma ietvaros

2. TERMS FOR PROVISION AND DELIVERY OF THE SERVICE
2.1. The CONTRACTOR shall commence the provision of the Service on 2nd March 2020.
2.2. The CONTRACTOR shall provide and deliver the Service to the CONTRACTING AUTHORITY according the time schedule given in Annex No 1. If the Service is provided in several stages, the scope and completion terms of the stages are defined in Annex No. 1 "The works to be performed within the scope of the Service, the stages of the project and

veicamie darbi, projekta posmi un to izcenojumi".

3. LĪGUMA SUMMA

3.1. Kopējā samaksa par veikto Pakalpojumu tiek noteikta (turpmāk tekstā – "Līgumcena") EUR 1 318 618,30 (viens miljons trīs simti astoņpadsmit tūkstoši seši simti astoņpadsmit *euro* un 30 centi) bez PVN, kas sastāv no:

3.1.1. esošās AS "Latvenergo" Tehnisko objektu pārvaldības sistēmas (TOPS) analīzes par EUR _____ bez PVN;

3.1.2. jaunās Sistēmas izstrādes un ieviešanas, atbilstoši Tehniskās specifikācijas prasībām, Tehniskajam piedāvājumam un esošās AS "Latvenergo" Tehnisko objektu pārvaldības sistēmas (TOPS) analīzes rezultātiem par EUR _____ bez PVN;

3.1.3. Sistēmas administratoru, galveno lietotāju un lietotāju apmācību par EUR _____ bez PVN;

3.1.4. Sistēmas 24 (divdesmit četri) mēnešu uzturēšana par EUR _____ bez PVN.

3.2. Līguma summa noteikta, ievērojot Pielikumā Nr.1 noteiktos darbu izcenojumus. Līguma summa ietver materiālu, izstrādājumu, iekārtu, darbu, piegādes un transporta izmaksas, visus nodokļus un nodevas, kā arī citas izmaksas, kas attiecas uz Pakalpojuma veikšanu.

4. MAKSĀJUMI

4.1. PASŪTĪTĀJS Līguma ietvaros veicamos maksājumus veic ar pārskaitījumu uz rēķinā norādīto UZŅĒMĒJA kredītiestādes kontu 30 (trīsdesmit) dienu laikā pēc abpusējas nodošanas/pieņemšanas akta vai starpakta parakstīšanas un rēķina saņemšanas no UZŅĒMĒJA.

4.2. Līdzēji vienojas, ka šī Līguma 3.1.1, 3.1.2, 3.1.3, punktos noteikto darbu apmaksa tiks veikta sekojošā kārtībā:

4.2.1. pēc darbu starpakta abpusējas parakstīšanas par pilnībā pabeigtu 3.1.1. punkta izpildes nodevumu, PASŪTĪTĀJS apmaksā 100% (viens simts) procentus no 3.1.1. punktā noteiktās cenas par esošās AS "Latvenergo" Tehnisko objektu pārvaldības sistēmas (TOPS) analīzi, atbilstoši UZŅĒMĒJA piestādītajam rēķinam;

4.2.2. pēc darbu starpakta abpusējas parakstīšanas par pilnībā pabeigtu 3.1.3. punkta izpildes nodevumu, PASŪTĪTĀJS apmaksā 100% (viens simts) procentus no 3.1.3. punktā noteiktās cenas par Sistēmas administratoru, galveno lietotāju un lietotāju

---

their price schedule".

3. AMOUNT OF THE CONTRACT

3.1. The total payment for the completed Service (hereinafter referred to as the Contract Price) is set equal to EUR 1 318 618,30 (one million three hundred eighteen thousands six hundred eighteen *euro* and 30 cents) excluding VAT, consisting of:

3.1.1. analysis of the current Technical Object Management System (TOPS) of Latvenergo AS for EUR _____ excluding VAT;

3.1.2. Development and implementation of the new System in accordance with the requirements of the Technical Specification, the Technical Tender Offer and the results of the analysis of the current Technical Object Management System (TOPS) of Latvenergo AS for EUR _____ excluding VAT;

3.1.3. training of the System administrators, main users and users for EUR _____ excluding VAT;

3.1.4. maintenance of the System for 24 (twenty-four) months for EUR _____ excluding VAT.

3.2. The Amount of the Contract has been determined in compliance with the prices of the works set in Annex No. 1. The Amount of the Contract includes the costs of materials, products, equipment, works, delivery and transportation, all taxes and duties as well as other costs related to provision of the Service.

4. PAYMENTS

4.1. Any payments that are to be made according to this Contract the CONTRACTING AUTHORITY shall pay by transfer to the CONTRACTOR'S credit institution account specified in the invoice within 30 (thirty) days after the mutual signing of the Delivery – Acceptance Deed or interim statementand receipt of the invoice from the CONTRACTOR.

4.2. The Parties agree that the payment for the works specified in Clauses 3.1.1, 3.1.2 and 3.1.3 of this Contract shall be made according to the following procedure:

4.2.1. After the mutual signing of the interim statement for a fully completed deliverable set out in Clause 3.1.1, the CONTRACTING AUTHORITY shall pay 100% (one hundred) percent of the price determined in Clause 3.1.1 for the analysis of the current Technical Object Management System (TOPS) of Latvenergo AS, in accordance with the invoice issued by the CONTRACTOR;

4.2.2. after the mutual signing of the interim statement for a fully completed deliverable set out in Clause 3.1.3, the CONTRACTING AUTHORITY shall pay 100% (one hundred) percent of the price determined in Clause 3.1.3 for the training of the System administrators,

apmācību veikšanu, atbilstoši UZŅĒMĒJA piestādītajam rēķinam;

4.2.3. pēc starpakta abpusējas parakstīšanas par 3.1.2. punkta izpildes nodevumā noteikto darbu uzsākšanu, PASŪTĪTĀJS veic avansa maksājumu 30% (trīsdesmit) procentus no 3.1.2. punktā noteiktās cenas:

4.2.3.1. bet ne vairāk kā 200`000.00 (divi simti tūkstoši *euro*);

4.2.3.2. un ne ātrāk par Līguma pielikumā Nr. 1: "Detalizēts atjaunotās Sistēmas ieviešanas darbu izpildes posmu laika grafiks" paredzēto Sistēmas izstrādes un ieviešanas darbu uzsākšanas laiku;

4.2.4. pēc Sistēmas nodošanas ekspluatācijā, kas tiks apliecināta ar abpusēji parakstītu nodošanas/pieņemšanas aktu par 3.1.2. punkta izpildes nodevumu, kā arī par 3.1.1. un 3.1.3. punktu izpildes nodevumiem, PASŪTĪTĀJS apmaksā 3.1.2 punktā noteikto cenu pilnā apmērā.

4.2.5. Līdzēji vienojas, ka šī Līguma 3.1.4 punktā noteiktā Sistēmas uzturēšanas apmaksa tiks veikta katra uzturēšanas gada tekošā ceturkšņa beigās pēc abpusēja nodošanas/pieņemšanas akta parakstīšanas un rēķina saņemšanas no UZŅĒMĒJA.

4.3. Nekvalitatīvi vai Līguma noteikumiem neatbilstoši veikts Pakalpojums netiek pieņemts un apmaksāts līdz defektu novēršanai un šī Pakalpojuma pieņemšanai Līguma 6. punktā noteiktajā kārtībā.

4.4. Par samaksas brīdi uzskatāms PASŪTĪTĀJA maksājuma uzdevuma datums.

5. PAKALPOJUMA IZPILDES VISPĀRĪGIE NOTEIKUMI

5.1. UZŅĒMĒJS nodrošina veiktā Pakalpojuma (t.sk. izmantoto materiālu, izstrādājumu, iekārtu) labu kvalitāti, atbilstību Latvijas Republikas tiesību normatīvajiem aktiem, attiecīgiem spēkā esošiem standartiem.

5.2. UZŅĒMĒJS veic Pakalpojumu ar saviem materiāliem, izstrādājumiem, iekārtām, darba spēku, šī Līguma Pielikumā Nr. 1 "Pakalpojuma ietvaros veicamie darbi, projekta posmi un to izcenojumi" noteiktajos apjomos.

5.3. Līdzēji vienojas, ka šī līguma izpildes ietvaros Sistēmas Uzturēšanas darbu apjomā ietilpst:

5.3.1. Konsultāciju sniegšana saistībā ar Sistēmas moduļu standarta funkcionalitāti un saskaņā ar kārtību, kas aprakstīta šī Līguma 4.

main users and users, in accordance with the invoice issued by the CONTRACTOR;

4.2.3. after the mutual signing of an interim statement in order to commence the work specified in clause 3.1.2, the CONTRACTING AUTHORITY shall pay in advance 30% (thirty) percent of the price determined in Clause 3.1.2:

4.2.3.1 but not more than 200`000.00 (two hundred thousand euros);

4.2.3.2. and not before the scheduled start time for the development and implementation of the System in accordance with Annex No 1: "Time schedule for the implementation stages of the reimplemented System ";

4.2.4. After the commissioning of the System, which shall be confirmed by the mutually signed Delivery – Acceptance Deed for the deliverable set out in Clause 3.1.2., as well as in Clauses 3.1.1. and 3.1.3., the CONTRACTING AUTHORITY shall pay the full price specified in Clause 3.1.2 of this Contract.

4.2.5. The Parties agree that the payment for the Maintenance of the System specified in Clause 3.1.4 of this Contract shall be made at the end of each quarter of each maintenance year after the mutual signing of the Delivery – Acceptance Deed and receipt of the invoice from the CONTRACTOR.

4.3. The Service of poor quality or non-compliant with the provisions of this Contract shall not be accepted and paid for until elimination of defects and acceptance of this Service according to the procedure set out in Clause 6 of this Contract.

4.4. The date of the CONTRACTING AUTHORITY's payment order shall be considered as the day of payment.

5. GENERAL CONDITIONS OF PROVISION OF THE SERVICE

5.1. The CONTRACTOR shall ensure the quality of the provided Service (including the materials, products and equipment used), its compliance with the laws and regulations of the Republic of Latvia and relevant existing standards.

5.2. The CONTRACTOR shall provide the Service using its own materials, products, equipment and labour according to the scope defined in Annex No. 1 "The works to be performed within the scope of the Service, the stages of the project, their price schedule and deadlines".

5.3. The Parties agree that, within the performance of this Contract, the scope of the System Maintenance works shall include:

5.3.1. Providing advice on the standard functionality of the System modules and in accordance with the procedure described in

Pielikumā;

5.3.2. Problēmu risināšana un programmatūras kļūdu novēršana, saskaņā ar kārtību, kas aprakstīta šī Līguma 4. Pielikumā;

5.4. Veicot Uzturēšanas darbus un realizējot izmaiņu pieprasījumus, UZŅĒMĒJS nodrošina izmainīto Sistēmas programmatūras versiju piegādi PASŪTĪTĀJAM, saskaņā ar šī Līguma 5. Pielikumā noteikto kārtību.

5.5. PASŪTĪTĀJS nodrošina UZŅĒMĒJA personālam pieeju Sistēmas izstrādes videi, PASŪTĪTĀJA personālam un informācijai, kas nepieciešama Uzturēšanas darbu veikšanai.

5.6. Veicot darbības Sistēmas izstrādes vidē UZŅĒMĒJS apņemas pilnībā ievērot PASŪTĪTĀJA noteiktos ekspluatācijas un drošības noteikumus.

5.7. Sistēmu testē un pieņem saskaņā ar procedūrām, kas noteiktas šī Līguma 6. Pielikumā.

5.8. Katra Puse apņemas Līguma spēkā esamības laikā un 1 (vienu) gadu pēc Līguma izbeigšanas vai tā termiņa beigām neslēgt pašnodarbinātā līgumus, nepiedāvāt slēgt un neslēgt darba līgumus ar otras Puses darbiniekiem vai konsultantiem, kuri ir, vai ir bijuši iesaistīti šī Līguma izpildē. Par katru šī nosacījuma pārkāpumu pārkāpēja Puse maksā otrai Pusei līgumsodu 50,000 € (piecdesmit tūkstoši euro) apmērā par katru pārkāpuma gadījumu, neskarot otras Puses faktisko zaudējumu atlīdzību, kas pārsniedz līgumisko zaudējumu atlīdzību. Līgumā paredzētās zaudējumu atlīdzības samaksa nepadara šo darbību par likumīgu.
Slēgt darba līgumus vai citus civiltiesiska rakstura līgumus par noteikta darba veikšanu ar otras Puses darbinieku drīkst tikai gadījumā, ja ir saņemta attiecīgā darbinieka darba devēja rakstiska piekrišana.

5.9. UZŅĒMĒJS apņemas līdz atjaunotās Sistēmas ieviešanas beigām nodrošināt visas, Pretendenta sarunu 1. posmā piedāvātās speciālistu komandas darbu Līguma saistību izpildei (Līguma Pielikums Nr. 8).

5.10. UZŅĒMĒJAM visā Līguma darbības laikā ir jābūt aktīvam IFS partnera statusam.

5.11. UZŅĒMĒJS apņemas nodrošināt PASŪTĪTĀJU ar dokumentāciju par izstrādāto programmproduktu, kas iekļauj detalizētus aprakstus, administratīvās instrukcijas, zināmos problēmu aprakstus un citu saistīto dokumentāciju,

Annex No. 4 to this Contract;

5.3.2. Solving problems and troubleshooting software in accordance with the procedure described in Annex No 4 to this Contract;

5.4. When performing Maintenance works and implementing modification requests, the CONTRACTOR shall deliver the modified versions of the System software to the CONTRACTING AUTHORITY in accordance with the procedure set out in Annex No. 5 to this Contract.

5.5. The CONTRACTING AUTHORITY shall provide the CONTRACTOR's personnel with access to the System development environment, the CONTRACTING AUTHORITY's personnel and the information required for performing the Maintenance works.

5.6. When performing activities in the System development environment, the CONTRACTOR undertakes to fully comply with the CONTRACTING AUTHORITY's operating and safety regulations.

5.7. The System shall be tested and accepted in accordance with the procedures set out in Annex No. 6 to this Contract.

5.8. Each Party undertakes that it shall not, during the term of the Contract and for 1 (one) year after the expiry or termination of the Contract, contract as freelance consultant, offer employment to or employ the other Party's employees or consultants, who are or have been involved in the performance of the Contract. For each violation of this undertaking, the violating Party shall pay to the other Party liquidated damages in an amount of 50,000 € (fifty thousand euros) per each violation, without prejudice to damages for actual losses of the other Party in excess of the liquidated damages. Payment of the agreed liquidated damages will not make the action lawful.
The Party may enter into employment contracts or any other civil contracts on the performance of certain works with an employee of the other Party, only if a written consent of the employer of the respective employee has been received.

5.9. Until the end of the implementation of the reimplemented System, the CONTRACTOR shall ensure the work of the entire team of the experts offered by the Tenderer at the 1st stage of the Negotiated Procedure for the fulfilment of the Contract obligations (Annex No. 8 to this Contract).

5.10. The CONTRACTOR must have an active IFS partner status throughout the duration of this Contract.

5.11. The CONTRACTOR undertakes to provide the CONTRACTING AUTHORITY with the documentation about developed software product, including detailed descriptions, administrative instructions, known problem descriptions and other

kas izstrādāti līguma ietvaros.

6. PAKALPOJUMA NODOŠANAS-PIEŅEMŠANAS KĀRTĪBA

6.1. Pakalpojums uzskatāms par pabeigtu un nodotu PASŪTĪTĀJAM, ja ir abpusēji parakstīts Pakalpojuma izpildes nodošanas-pieņemšanas akts un/vai starpakts par katru no projekta fāzēm:

6.1.1. Esošās AS "Latvenergo" Tehnisko objektu pārvaldības sistēmas (TOPS) analīze;
6.1.2. Jaunās Sistēmas izstrāde un ieviešana;

6.1.3. Sistēmas administratoru, galveno lietotāju un lietotāju apmācība;
6.1.4. Sistēmas uzturēšana – par katra ceturkšņa beigām, atbilstoši Līguma 4.2.4. punktam, visā Uzturēšanas periodā.

6.2. PASŪTĪTĀJA vārdā parakstīt Pakalpojuma izpildes nodošanas-pieņemšanas aktus un starpaktus tiek pilnvarots parakstīt _____. UZŅĒMĒJA vārdā parakstīt aktus tiek pilnvarots _____.

6.3. UZŅĒMĒJS pēc Pakalpojuma izpildes nodod PASŪTĪTĀJAM ar aktu visu ar šo Pakalpojumu saistīto dokumentāciju (kvalitātes atbilstības, tehnisko, ekspluatācijas instrukcijas u.c. dokumentāciju). Minētās dokumentācijas nodošana PASŪTĪTĀJAM ir priekšnoteikums Pakalpojuma izpildes nodošanas/pieņemšanas akta parakstīšanai.

6.4. UZŅĒMĒJS nekavējoties pēc Pakalpojuma vai tā daļas izpildes rakstiski paziņo PASŪTĪTĀJAM par gatavību nodot Pakalpojuma izpildi, vienlaicīgi iesniedzot no savas puses parakstītu Pakalpojuma izpildes nodošanas/pieņemšanas aktu vai starpaktu kopā ar Līguma 6.3.punktā noteiktajiem dokumentiem.

6.5. PASŪTĪTĀJS ir tiesīgs atteikties no Pakalpojuma izpildes (vai to posma) pieņemšanas, ja veiktais Pakalpojums (t.sk. dokumentācija un instrukcijas) neatbilst Līguma noteikumiem un/vai nav pilnībā pabeigts.

6.6. Gadījumā, ja PASŪTĪTĀJS 3 (trīs) darba dienu laikā no paziņojuma (kopā ar dokumentiem) saņemšanas dienas nav parakstījis Pakalpojuma izpildes nodošanas/pieņemšanas aktu un/vai starpaktu, tas informē par to UZŅĒMĒJU, vienlaicīgi norādot termiņu, kādā UZŅĒMĒJAM jāierodas uz defekta akta sastādīšanu. Šāds termiņš

related documentation, produced during performance of the Contract.

6. PROCEDURE OF THE DELIVERY-ACCEPTANCE OF THE SERVICE

6.1. The Service shall be deemed completed and delivered to the CONTRACTING AUTHORITY if the Delivery – Acceptance Deed for Completion of the Service and/or interim statement has been mutually signed for each of the stages of the project:
6.1.1. Analysis of the current Technical Object Management System (TOPS) of Latvenergo AS;
6.1.2. Development and implementation of the new System;
6.1.3. Training of the System administrators, main users and users;
6.1.4. Maintenance of the System after the end of each quarter in accordance with Clause 4.2.4 of this Contract throughout the Maintenance period.

6.2. _____ shall be authorised to sign the Delivery – Acceptance Deeds for Completion of the Service and interim statements on behalf of the CONTRACTING AUTHORITY _____ shall be authorised to sign the deeds and statements on behalf of the CONTRACTOR.

6.3. After completion of the Service, the CONTRACTOR shall deliver all documentation related to this Service (quality compliance documents, technical documents, operational instructions and other documents) to the CONTRACTING AUTHORITY under a deed. Delivery of the abovementioned documentation to the CONTRACTING AUTHORITY is a precondition for signing the Delivery – Acceptance Deed for Completion of the Service.

6.4. The CONTRACTOR shall, promptly after the completion of the Service or a part of it, notify the CONTRACTING AUTHORITY in writing on readiness to deliver the Services, simultaneously submitting the Delivery – Acceptance Deed for Completion of the Service or interim statement signed by the CONTRACTOR and accompanied by the documents and materials listed in Clause 6.3 of this Contract.

6.5. The CONTRACTING AUTHORITY is entitled to reject acceptance of the completion of the Service (of a stage thereof) if the performed Service (including documents and instructions) does not comply with the provisions of the Contract and/or has not been fully completed.

6.6. If the CONTRACTING AUTHORITY has not signed the Delivery – Acceptance Deed for Completion of the Service and/or interim statement within 3 (three) business days from the day of receipt of the above notification (with the enclosed documents), it shall notify the CONTRACTOR thereof by simultaneously specifying the term when

nedrīkst būt īsāks par 3 (trīs) dienām no paziņojuma saņemšanas dienas. Ja UZŅĒMĒJS neierodas uz defekta akta sastādīšanu, PASŪTĪTĀJS noformē defekta aktu bez tā klātbūtnes, un šis akts ir saistošs UZŅĒMĒJAM.

the CONTRACTOR must arrive for drafting the deed of defects. The above term may not be shorter than 3 (three) days as from the day of receipt of the notification. If the CONTRACTOR fails to arrive for drafting the deed of defects, the CONTRACTING AUTHORITY shall prepare the deed of defects without its presence and the deed shall be binding on the CONTRACTOR.

6.7. Defekta aktā konstatētos trūkumus novērš UZŅĒMĒJS uz sava rēķina šajā aktā noteiktajā termiņā, bet ne vēlāk kā 10 (desmit) darba dienu laikā, skaitot no nākamās darba dienas no akta sastādīšanas dienas. Aktā norādītais trūkumu novēršanas termiņš nav uzskatāms par Pakalpojuma izpildes termiņa pagarinājumu. Ja UZŅĒMĒJS defekta aktā noteiktajā termiņā nenovērš konstatētos trūkumus, UZŅĒMĒJS maksā PASŪTĪTĀJAM Līguma 9.1. punktā noteikto līgumsodu par Pakalpojuma izpildes termiņa nokavējumu.

6.7. The deficiencies identified in the deed of defects shall be eliminated by the CONTRACTOR at its own expense within the term indicated in this deed, but no later than within 10 (ten) business days after the day when the deed of defects was prepared. The term for elimination of the defects indicated in this deed shall not be deemed an extension of the term for the performance of the Service. If the CONTRACTOR fails to eliminate the found defects within the period specified in the deed of defects, the CONTRACTOR shall pay the CONTRACTING AUTHORITY a penalty specified in Clause 9.1 of this Contract for the delay of the completion of the Service.

6.8. Atkārtota Pakalpojuma izpildes nodošana/pieņemšana tiek veikta Līgumā noteiktajā kārtībā.

6.8. The repeated delivery/acceptance of the completion of the Service shall take place in accordance with the provisions of this Contract.

7. GARANTIJA

7. WARRANTY

7.1. UZŅĒMĒJS garantē Pakalpojuma rezultāta labu kvalitāti, funkcionālo darbību, atbilstību Līgumam un normatīvtehniskajiem dokumentiem, standartiem. UZŅĒMĒJS uzņemas atbildību par trūkumiem un nepilnībām attiecībā uz Pakalpojumu, kas radušies garantijas termiņā. Šajā punktā minētās garantijas termiņš ir 6 (seši) mēneši no Pakalpojuma izpildes nodošanas/pieņemšanas akta abpusējas parakstīšanas dienas (ieskaitot).

7.1. The CONTRACTOR shall guarantee a good quality of the Service, its functional operation and compliance with the Contract and regulatory technical documents and standards. The CONTRACTOR shall assume responsibility for defects and deficiencies in the Service arising during the warranty period. The warranty period referred to in this Clause shall be 6 (six) months from the day of mutual signing of the Delivery – Acceptance Deed for Completion of the Service (inclusive).

7.2. UZŅĒMĒJS, garantijas termiņā saņemot PASŪTĪTĀJA elektronisku e-pasta paziņojumu uz UZŅĒMĒJA e-pastu: _____, uzņemas uz sava rēķina novērst bojājumus, trūkumus vai neatbilstību Līgumam vai normatīvo aktu prasībām, sniegt konsultācijas un tehnisko atbalstu (pa tālruni, izmantojot elektronisko pastu vai attālināti pieslēdzoties). Nosūtot paziņojumu, PASŪTĪTĀJS norāda arī vietu un laiku, kad UZŅĒMĒJAM jāierodas uz defektu akta sastādīšanu, ja vien Līdzēji nevienojas citādi. PASŪTĪTĀJA noteiktais termiņš nedrīkst būt īsāks par 3 (trim) darba dienām, ja vien Līdzēji nevienojas citādi. Iepriekšminētais 3 (trīs) darba dienu termiņš neattiecas uz avārijām vai citiem ārkārtējiem gadījumiem, kad UZŅĒMĒJAM jāpiedāvā risinājums nekavējoties (ne ilgāk kā 24 (divdesmit četru) stundu laikā).

7.2. During the warranty period, the CONTRACTOR, upon receiving the CONTRACTING AUTHORITY's e-mail notification at the CONTRACTOR'S e-mail address: _____, undertakes to eliminate failures, defects or non-compliances with the requirements of the Contract or laws and regulations at its own expense and provide advice and technical support (by telephone, e-mail or remote connection). When sending the above notification, the CONTRACTING AUTHORITY shall specify the place and time when the CONTRACTOR must arrive for drafting the deed of defects, unless the Parties agree otherwise. The term set by the CONTRACTING AUTHORITY may not be shorter than 3 (three) business days unless the Parties agree otherwise. The abovementioned term of 3 (three) business days is not applicable to accidents or other emergencies when the CONTRACTOR must propose a solution immediately (within 24 (twenty-four) hours at the latest).

7.3. Noteiktajā termiņā Līdzēji sastāda defekta aktu, tajā norādot bojājumus, neatbilstības vai trūkumus Pakalpojuma izpildē, kā arī to novēršanas termiņu. Gadījumā, ja UZŅĒMĒJS noteiktajā termiņā nepiedalās defekta akta sastādīšanā, PASŪTĪTĀJS ir tiesīgs sastādīt šo aktu vienpusēji, un tas ir saistošs UZŅĒMĒJAM. PASŪTĪTĀJS 3 (trīs) darba dienu laikā nosūta sastādīto defektu aktu UZŅĒMĒJAM.

7.4. Gadījumā, ja Līdzēji, sastādot defektu aktu, nevar vienoties par konstatēto trūkumu, tā piekritību garantijai vai nepieciešamajiem trūkumu novēršanas termiņiem, vai garantijas ietvaros veikto darbu kvalitāti, strīds tiek izšķirts vispārējā kārtībā tiesā. Šādā gadījumā PASŪTĪTĀJS, nesagaidot strīda atrisinājumu, ir tiesīgs veikt trūkumu vai neatbilstības novēršanu saviem spēkiem vai pieaicinot trešās personas, un, ja strīds tiek izšķirts par labu PASŪTĪTĀJAM, tiek piemēroti 7.5. punkta noteikumi.

7.5. Gadījumā, ja UZŅĒMĒJS nenovērš uz garantiju attiecināmos trūkumus noteiktajā termiņā, PASŪTĪTĀJS ir tiesīgs veikt šādu trūkumu novēršanu saviem spēkiem vai pieaicinot trešās personas. UZŅĒMĒJS šādā gadījumā atlīdzina PASŪTĪTĀJAM visus ar trūkumu novēršanu saistītos izdevumus.

8. ĪPAŠUMTIESĪBAS

8.1. PASŪTĪTĀJAM pēc pilnas samaksas par pakalpojumiem veikšanas ir īpašuma tiesības uz Pakalpojumu, visiem izmantotajiem materiāliem, sagatavēm, pirmkodu un ar Pakalpojumu saistīto dokumentāciju, ja vien Līdzēji nav vienojušies par pretējo. Šī prasība neattiecas uz IFS programmatūru un objektiem, ko izgatavojis IFS Līguma izpildes rezultātā. PASŪTĪTĀJS apņemas ievērot IFS Gala lietotāja licences līgumus.

9. LĪDZĒJU ATBILDĪBA

9.1. Ja UZŅĒMĒJS neievēro Līgumā noteiktos Pakalpojuma izpildes termiņus, UZŅĒMĒJS maksā PASŪTĪTĀJAM līgumsodu 0,5% (nulle komats pieci procenti) apmērā no kavētā izpildījuma summas par katru nokavēto dienu, bet ne vairāk kā 10% (desmit procenti) no Līgumcenas kas noteikta Līguma punktā 3.1. Izdarot Līgumā noteiktos maksājumus, PASŪTĪTĀJS ir tiesīgs ieturēt aprēķināto līgumsodu.

7.3. Within the set term, the Parties shall draft the deed of defects, specifying failures, non-compliances or deficiencies in completion of the Service and the terms of elimination thereof. If the CONTRACTOR does not participate in drawing up the deed of defects within the set term, the CONTRACTING AUTHORITY is entitled to draft this deed unilaterally, and it shall be binding on the CONTRACTOR. The CONTRACTING AUTHORITY shall send the prepared deed to the CONTRACTOR within 3 (three) business days.

7.4. If the Parties, upon drafting the deed of defects, cannot agree on an defect found, its coverage under the warranty or the required term for eliminating the defect or the quality of the works performed within the warranty, the dispute shall be resolved by the court according to the general procedure. In this case, the CONTRACTING AUTHORITY, without waiting for the resolution of the dispute, is entitled to eliminate the defect or non-compliance by its own effort or by involving third parties, and if the resolution of the dispute is in favour of the CONTRACTING AUTHORITY, the provisions of Clause 7.5 shall apply.

7.5. If the CONTRACTOR fails to eliminate the defects to which the warranty is applicable within the stipulated term, the CONTRACTING AUTHORITY shall be entitled to eliminate the defects or failures by its own effort or by involving third parties. In this case, the CONTRACTOR shall compensate the CONTRACTING AUTHORITY for any costs incurred by the CONTRACTING AUTHORITY due to the elimination of the defects.

8. TITLE

8.1. The CONTRACTING AUTHORITY, having made full payment for the services, shall have the title to the Service, all materials used, semi-finished products, source-code and the documentation related to the Service, unless the Parties have agreed otherwise. This requirement does not apply to the standard IFS software and objects created by IFS as a result of performance of the Contract. The CONTRACTING AUTHORITY undertakes to comply with the IFS End User License Agreements..

9. LIABILITY OF THE PARTIES

9.1. If the CONTRACTOR fails to comply with the terms for the completion of the Service provided for in this Contract, the CONTRACTOR shall pay the CONTRACTING AUTHORITY a penalty in the amount of 0.5% (zero point five percent) of the Amount of the delayed performance for each day of delay, but not exceeding 10% (ten percent) of the Contract Price set forth in Clause 3.1 of this Contract. After the payments provided for in this Contract have been made, the CONTRACTING AUTHORITY is entitled to withhold the calculated contractual penalty.

9.2. Ja PASŪTĪTĀJS savlaicīgi neveic apmaksu par Līgumā noteiktajā kārtībā izpildītajiem un pieņemtajiem Pakalpojumiem, PASŪTĪTĀJS maksā UZŅĒMĒJAM līgumsodu 0,5% (nulle komats pieci procenti) apmērā no nokavētā maksājuma summas par katru maksājuma kavējuma dienu, bet ne vairāk kā 10% (desmit procenti) no nokavētā maksājuma summas.

9.3. Līguma 9.1., 9.2. punktos noteiktā Līgumsoda samaksa neatbrīvo Līdzējus no saistību izpildes un zaudējumu atlīdzināšanas.

9.4. Izpildot Pakalpojumu, UZŅĒMĒJS ir atbildīgs par darba drošības, ugunsdrošības, apkārtējās vides aizsardzības, kā arī citu tiesību normatīvo aktu ievērošanu, kas regulē šāda Pakalpojuma veikšanu.

9.5. Līdz Pakalpojuma izpildes nodošanas/pieņemšanas akta parakstīšanai UZŅĒMĒJS nes risku par nelaimes gadījumiem ar cilvēkiem, par materiālu, iekārtu vai cita īpašuma bojāšanu vai iznīcināšanu (gan PASŪTĪTĀJAM, gan trešajam personām), tajā skaitā arī par nejaušu gadījumu.

9.6. Līdzēji ir atbildīgi par to rīcības rezultātā otram Līdzējam nodarītajiem tiešajiem zaudējumiem, ar atbildības apmēru ne vairāk kā 20% (divdesmit procenti) no Līguma summas, bet neierobežotā apmērā, ja zaudējumu cēlonis bijis ļauns nolūks, rupja neuzmanība.

9.7. Ja UZŅĒMĒJS nepilda Līguma 9.1., 9.6. un/vai 13.5. punktu noteikumus, tad PASŪTĪTĀJAM ir tiesības līgumsodu un/vai radušos zaudējumus bezstrīdus ieskaita kārtībā ieturēt, par līgumsoda un/vai zaudējumu summu samazinot UZŅĒMĒJAM veicamo maksājumu.

9.8. Netiek uzskatīts, ka UZŅĒMĒJS pieļāvis kavējumu, ja tas var pierādīt, ka kavējumu ir izraisījis PASŪTĪTĀJS."

9.9. Pusēm 9. punktā noteiktos līgumsodus neaprēķina gadījumos, kad Pusēm ir piemērotas starptautiskām vai nacionālām sankcijām vai nozīmīgām sankcijām, kas ietekmē finanšu un kapitāla tirgus intereses, kuras piemēro Eiropas Savienības dalībvalsts vai Ziemeļatlantijas līguma organizācija, un tāpēc maksājuma norēķināšanās nav iespējama.

10. APAKŠUZŅĒMĒJI

10.1. UZŅĒMĒJS nav tiesīgs bez saskaņošanas ar PASŪTĪTĀJU veikt Līguma pielikumā Nr.8 minēto apakšuzņēmēju nomaiņu un/vai iesaistīt papildus apakšuzņēmējus Līguma izpildē.

9.2. If the CONTRACTING AUTHORITY fails to make timely payments for the Services performed and accepted in compliance with the procedure provided for in this Contract, the CONTRACTING AUTHORITY shall pay the CONTRACTOR a contractual penalty in the amount of 0.5% (zero point one percent) of the amount of the delayed payment for each day of delay, but not exceeding 10% (ten percent) of the amount of the delayed payment.

9.3. Payment of the Contractual Penalty set forth in Clauses 9.1 and 9.2 of this Contract does not release the Parties from performance of the obligations and compensation for losses.

9.4. During the provision of the Service, the CONTRACTOR shall be liable for compliance with the requirements of occupational and health safety, fire safety and environmental protection regulations as well as other laws and regulations governing the provision of the Service.

9.5. The CONTRACTOR shall bear the risk of accidents with people, damage or destruction of materials, equipment or other property (belonging to both the CONTRACTING AUTHORITY and third parties), including also incidental risk, until the Delivery – Acceptance Deed for Completion of the Service is signed.

9.6. The Parties shall be liable for direct losses caused by their actions to the other Party, up to a maximum of 20% (twenty percent) of the Contract Amount, but to an unlimited amount if the damage was caused by malicious intent, gross negligence.

9.7. If the CONTRACTOR fails to comply with provisions set forth in Clauses 9.1, 9.6 and/or 13.5 of this Contract, the CONTRACTING AUTHORITY shall have the right to charge penalty and/or withhold the incurred losses in a way of uncontested recovery, reducing the amount of the payment due to the CONTRACTOR by the amount of the penalty.

9.8. The CONTRACTOR will not be deemed to be in delay if he can show that the delay is caused by CONTRACTING AUTHORITY."

9.9. The contractual penalties stated in clause 9 shall not be calculated in cases, when the Parties is suitable to international or national sanctions, or significant sanctions affecting financial and capital market interests, imposed by a Member State of the European Union or the North Atlantic Treaty Organization, and, therefore, settlement of payment is impossible.

10. SUBCONTRACTORS

10.1. The CONTRACTOR shall not have the right to replace the subcontractors specified in Annex No. 8 to the Contract and/or involve additional subcontractors in performance of the Contract without approval from the CONTRACTING

10.2. Rakstveida iesniegumam par apakšuzņēmēju maiņu vai papildus apakšuzņēmēja piesaisti, vai apakšuzņēmējiem uzticēto Pakalpojumu sarakstu grozījumiem jāpievieno vienošanās protokols ar apakšuzņēmēju, kā arī apakšuzņēmēja kvalifikācijas dokumenti tādā apmērā, kā tas tika prasīts iepirkuma procedūras dokumentos.

10.3. PASŪTĪTĀJS nepiekrīt apakšuzņēmēja nomaiņai vai piesaistei, ja pastāv kāds no šādiem nosacījumiem:

10.3.1. piedāvātais apakšuzņēmējs neatbilst iepirkuma procedūras dokumentos noteiktajām apakšuzņēmējiem izvirzītajām prasībām;

10.3.2. tiek nomainīts apakšuzņēmējs, uz kura iespējām UZŅĒMĒJS balstījies, lai apliecinātu savas kvalifikācijas atbilstību iepirkuma procedūras dokumentos noteiktajām prasībām, un piedāvātajam apakšuzņēmējam nav vismaz tāda pati kvalifikācija, uz kādu UZŅĒMĒJS atsaucies, apliecinot savu atbilstību iepirkuma procedūrā noteiktajām prasībām, vai tas atbilst iepirkuma procedūras dokumentos minētajiem pretendentu izslēgšanas nosacījumiem;

10.3.3. apakšuzņēmēja maiņas rezultātā tiktu veikti tādi grozījumi Piedāvājumā, kas, ja sākotnēji būtu tajā iekļauti, ietekmētu piedāvājuma izvēli atbilstoši iepirkuma procedūras dokumentos noteiktajiem piedāvājuma izvērtēšanas kritērijiem.

10.4. PASŪTĪTĀJS piekrīt apakšuzņēmēja nomaiņai, ja uz jauno apakšuzņēmēju nav attiecināmi Līguma 10.3. punktā minētie nosacījumi, šādos gadījumos:

10.4.1. Pielikumā Nr. 8 norādītais apakšuzņēmējs ir rakstveidā paziņojis par atteikšanos piedalīties Līguma izpildē;

10.4.2. Pielikumā Nr. 8 norādītais apakšuzņēmējs atbilst iepirkuma dokumentos minētajiem pretendentu izslēgšanas nosacījumiem.

10.5. PASŪTĪTĀJS pieņem lēmumu atļaut vai atteikt apakšuzņēmēju nomaiņu vai jaunu apakšuzņēmēju iesaistīšanu Līguma izpildē iespējami īsā laikā, bet ne vēlāk kā 5 (piecu) darbdienu laikā pēc tam, kad ir saņēmis visu informāciju un dokumentus, kas nepieciešami apakšuzņēmēja izvērtēšanai saskaņā ar Līguma 10.punktu. Izmaiņas apakšuzņēmēju sarakstā saskaņo Elektrisko tīklu un ražošanas sistēmu daļas vadītājs Lauris Alainis.

AUTHORITY.

10.2. A memorandum of agreement with the subcontractor as well as the subcontractor's qualification documents to the extent required in the procurement procedure documents shall be attached to the written application on the replacement of a subcontractor or involvement of a new subcontractor or amendments to the list of Services assigned to subcontractors.

10.3. The CONTRACTING AUTHORITY will not agree to replacement or involvement of a subcontractor if any of the below conditions exist:

10.3.1. the offered subcontractor does not meet the requirements defined for subcontractors in the procurement procedure documents;

10.3.2. the subcontractor to be replaced served as a basis for the CONTRACTOR to prove the conformity of its qualification to the requirements stated in the procurement procedure documents, and the subcontractor offered does not hold as a minimum the same qualification which the CONTRACTOR referred to when proving its conformity to the requirements stated in the procurement procedure documents, or it meets the tenderer exclusion conditions stated in the procurement procedure documents;

10.3.3. the replacement of the subcontractor would result in amendments to the Tender Offer which, if they had been included therein initially, would have affected the selection of the tender offer in compliance with the criteria of evaluation of the tender offers laid down in the procurement procedure documents.

10.4. The CONTRACTING AUTHORITY will agree to replacement of a subcontractor if the conditions referred to in Clause 10.3 of this Contract are not applicable to the new subcontractor in the following cases:

10.4.1. the subcontractor listed in Annex No 8 has notified in writing of its refusal to participate in performance of the Contract;

10.4.2. the subcontractor listed in Annex No 8 meets the tenderer exclusion conditions stated in the procurement procedure documents.

10.5. The CONTRACTING AUTHORITY shall adopt the decision on allowing or refusing the replacement of the subcontractors or involvement of new subcontractors in the Contract performance within as short as possible term, however, latest within 5 (five) business days following the receipt of all the information and documents required for the adoption of the decision in compliance with the provisions of Clause 10 of the Contract. Amendments in the list of subcontractors shall be

10.6. UZŅĒMĒJA noslēgto apakšlīgumu noteikumi nedrīkst būt pretrunā ar Līguma noteikumiem.

10.7. UZŅĒMĒJS uzņemas pilnu atbildību par apakšuzņēmēju veikto darbu, par izpildes termiņu ievērošanu darbiem, kurus veic apakšuzņēmēji, un nodarītajiem zaudējumiem, kā arī veic to darbu apmaksu.

10.8. Pasūtītājs neatbild par UZŅĒMĒJA saistībām, kuras tas uzņēmies attiecībā pret apakšuzņēmējiem un trešajām personām, lai nodrošinātu Līguma izpildi vai sakarā ar Līgumu.

10.9. Apakšuzņēmēju sarakstā jānorāda arī apakšuzņēmēju apakšuzņēmējus un uz tiem attiecas Līguma 10. punktā minētie nosacījumi un noteikumi.

11. FIZISKO PERSONU DATU AIZSARDZĪBA

11.1. Līdzējiem ir tiesības apstrādāt no otra Līdzēja iegūtos fizisko personu datus, kā arī Līguma izpildes laikā iegūtos fizisko personu datus, tikai ar mērķi nodrošināt Līgumā noteikto saistību izpildi, ievērojot tiesību normatīvajos aktos noteiktās prasības šādu datu apstrādei un aizsardzībai, tajā skaitā ievērojot Eiropas Parlamenta un Padomes 2016. gada 27. aprīļa Regulas (ES) 2016/679 par fizisku personu aizsardzību attiecībā uz personas datu apstrādi un šādu datu brīvu apriti un ar ko atceļ Direktīvu 95/46/EK (Vispārīgā datu aizsardzības regula) prasības.

11.2. Līdzējs, kurš nodod otram Līdzējam fizisko personu datus apstrādei, atbild par piekrišanu iegūšanu no attiecīgajiem datu subjektiem.

11.3. Līdzēji apņemas nenodot tālāk trešajām personām no otra Līdzēja iegūtos fizisko personu datus, izņemot gadījumus, kad Līgumā ir noteikts citādāk vai tiesību normatīvie akti paredz šādu datu nodošanu.

11.4. Ja saskaņā ar tiesību normatīvajiem aktiem Līdzējam var rasties pienākums nodot tālāk trešajām personām no otra Līdzēja iegūtos fizisko personu datus, tas pirms šādu datu nodošanas informē par to otru Līdzēju, ja vien tiesību normatīvie akti to neaizliedz.

11.5. Neskatoties uz Līguma 11.3. punktā minēto, UZŅĒMĒJS piekrīt, ka PASŪTĪTĀJS nodod no UZŅĒMĒJA saņemtos fizisko personu datus trešajām personām, kas sniedz PASŪTĪTĀJAM pakalpojumus un ar kurām PASŪTĪTĀJS sadarbojas tā darbības un šī Līguma izpildes nodrošināšanai.

approved by Head of Electrical Network and Generation Systems Department Lauris Alainis.

10.6. The provisions of the subcontracts signed by the CONTRACTOR may not contradict the provisions of the Contract.

10.7. The CONTRACTOR shall assume full responsibility for the works performed by the subcontractors and for the compliance with the completion terms for the works performed by the subcontractors and the damages caused, as well as pay for these works.

10.8. The CONTRACTING AUTHORITY will not assume responsibility for the CONTRACTOR's liabilities assumed by it towards subcontractors and third parties in order to secure performance of this Contract or in relation to this Contract.

10.9. The list of the subcontractors shall also include the subcontractors of the subcontractors, and the terms and conditions referred to in Clause 10 of this Contract shall be applicable to them.

11. PERSONAL DATA PROTECTION

11.1. The Parties shall have the right to process the data of natural persons obtained from the other Party as well as the data of natural persons obtained during the performance of the Contract solely for the purpose of ensuring compliance with the liabilities set forth in the Contract, while observing the requirements for the processing and protection of such data, established by laws and regulations, and observing, the requirements laid down in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

11.2. The Party transferring the personal data for processing to the other Party shall be responsible for obtaining consent from the data subjects concerned.

11.3. The Parties undertake not to transfer to third parties personal data obtained from the other Party, unless otherwise provided by the Contract or unless laws and regulations stipulate the transfer of such data.

11.4. If, in accordance with laws and regulations, a Party may be obliged to transfer personal data obtained from the other Party to third parties, it shall inform the other Party before transfer of such data, unless this is prohibited by laws and regulations.

11.5. Notwithstanding the provisions of Clause 11.3 hereof, the CONTRACTOR agrees that the CONTRACTING AUTHORITY discloses the personal data received from the CONTRACTOR to third parties providing services to the CONTRACTING AUTHORITY and with whom the CONTRACTING AUTHORITY cooperates in

11.6. Līdzēji apņemas pēc otra Līdzēja pieprasījuma iznīcināt no otra Līdzēja iegūtos fizisko personu datus, ja izbeidzas nepieciešamība tos apstrādāt šī Līguma izpildes nodrošināšanai.

11.7. Fizisko personu datu aizsardzības noteikumi personas datu apstrādē ir atrunāti līguma pielikumā Nr. 3. "Fizisko personu datu aizsardzības noteikumi".

12. LĪGUMA IZPILDES NODROŠINĀJUMS

12.1. 21 (divdesmit vienas) dienas laikā pēc Līguma abpusējas parakstīšanas, UZŅĒMĒJAM ir jāiesniedz PASŪTĪTĀJAM Līguma izpildes nodrošinājums EUR 65 931 (sešdesmit pieci tīkstoši deviņi simti trīsdesmit viens *euro*) apmērā, kuram jābūt spēkā visā Līguma darbības laikā un 30 (trīsdesmit) dienas pēc Līguma termiņa notecēšanas. Ja Līguma izpildes nodrošinājumam ir beidzies termiņš un UZŅĒMĒJS nav iesniedzis pierādījumu termiņa pagarinājumam, PASŪTĪTĀJAM ir tiesības Līguma izpildes nodrošinājumu ieturēt no Līgumā noteiktiem maksājumiem.

12.2. Pēc Atjaunināšanas (Līguma 1.1.punkta a.apakšpunkts) pabeigšanas un Līguma 4.2.4.punktā noteiktā pieņemšanas-nodošanas akta abpusējas parakstīšanas Līguma izpildes nodrošinājuma nepieciešamais apmērs tiek samazināts līdz EUR _____ apmērā, kuram jābūt spēkā visā Līguma darbības laikā un 30 (trīsdesmit) dienas pēc Līguma termiņa notecēšanas. Ja Līguma izpildes nodrošinājumam ir beidzies termiņš un UZŅĒMĒJS nav iesniedzis pierādījumu termiņa pagarinājumam, PASŪTĪTĀJAM ir tiesības Līguma izpildes nodrošinājumu ieturēt no Līgumā noteiktiem maksājumiem.

12.3. Līguma izpildes nodrošinājumu PASŪTĪTĀJS ir tiesīgs izmantot, lai kompensētu UZŅĒMĒJA saistību neizpildes rezultātā PASŪTĪTĀJAM nodarītos zaudējumus un/vai lai ieturētu līgumsodu.

12.4. Līguma izpildes nodrošinājums ir PASŪTĪTĀJAM pieņemama kredītiestādes garantija, apdrošināšanas polise vai galvojums, kas paredz nodrošinājuma izsniedzēja pienākumu beznosacījuma kārtībā un pēc PASŪTĪTĀJA pirmā pieprasījuma samaksāt PASŪTĪTĀJAM tā pieprasītās summas nodrošinājuma apmērā. Līguma izpildes nodrošinājuma saturam jābūt saskaņotam ar PASŪTĪTĀJU. Līguma izpildes nodrošinājums var būt arī naudas summas iemaksa PASŪTĪTĀJA

order to ensure its business operation and performance of this Contract.

11.6. The Parties undertake, at the request of the other Party, to destroy personal data obtained from the other Party if their processing for ensuring the performance of this Agreement is no longer needed.

11.7. Personal data protection regulations when processing personal data are laid down in Annex No. 3 to this Contract – "Personal data protection regulations".

12. PERFORMANCE SECURITY OF THE AGREEMENT

12.1. Within 21 (twenty one) days after signing of the Contract by the Parties, the CONTRACTOR shall submit to the CONTRACTING AUTHORITY a performance security of the Contract in the amount of EUR 65 931 (sixty five thousands nine hudred thirty one *euro*), which has to be valid during the entire effective period of the Contract and thirty (30) days after the expiry of the effective period of the Contract. If the performance security of the Contract has expired and the Contractor has not submitted evidence of its extension the CONTRACTING AUTHORITY shall have the right to deduct the amount of the performance security of the Contract from the amount of payments according to the Contract.

12.2. After the completion of Reimplementation (Clause 1.1. Subclause a of the Contract) and the mutual signing of the Delivery – Acceptance Deed set out in Clause 4.2.4 of the Contract, the necessary amount of the performance security of the Contract is reduced to EUR _____, which has to be valid during the entire effective period of the Contract and thirty (30) days after the expiry of the effective period of the Contract. If the performance security of the Contract has expired and the Contractor has not submitted evidence of its extension the CONTRACTING AUTHORITY shall have the right to deduct the amount of the performance security of the Contract from the amount of payments according to the Contract.

12.3. The CONTRACTING AUTHORITY shall be entitled to use the performance security of the Contract to compensate losses incurred to the CONTRACTING AUTHORITY due to failure to fulfill obligations by the CONTRACTOR and/or to withhold the penalty.

12.4. The performance security of the Contract is a Credit institution guarantee acceptable to the CONTRACTING AUTHORITY, insurance policy or a guarantee providing that issuer has a duty, without reservations and upon CONTRACTING AUTHORITY'S first request, to pay the CONTRACTING AUTHORITY the amount requested within the limits of this guarantee. The content of the performance security of the Contract shall be approved by the CONTRACTING

kredītiestādes kontā Līguma 12.1. punktā norādītajā nodrošinājuma apmērā.

AUTHORITY. Depositing the amount of money referred to in Paragraph 12.1 of the Contract into CONTRACTING AUTHORITY'S account may also serve as the performance security of the Contract.

12.5. Gadījumā, ja kā Līguma izpildes nodrošinājums tiek iesniegta apdrošināšanas polise, apdrošināšanas prēmijas samaksai jābūt veiktai pilnā apmērā. Apdrošināšanas prēmijas samaksu apliecinošu dokumentu UZŅĒMĒJS iesniedz PASŪTĪTĀJAM vienlaikus ar apdrošināšanas polisi.

12.5. In case an insurance policy is provided as the performance security of the Contract, the insurance premiums must be paid in full. The CONTRACTOR shall submit to the CONTRACTING AUTHORITY the proof of payment for premium along with the insurance policy.

12.6. Līguma izpildes nodrošinājumu PASŪTĪTĀJS dzēš un atgriež UZŅĒMĒJAM ne vēlāk kā 30 (trīsdesmit) dienu laikā pēc tam, kad notecējis Līguma termiņš ar nosacījumu, ka UZŅĒMĒJS izpildījis visas tā saistības, kas izriet no šī Līguma. Ja Līguma izpildes nodrošinājums ir bijis apdrošināšanas polises veidā, tad šo nodrošinājumu (polisi) nosūta UZŅĒMĒJAM tikai tad, ja UZŅĒMĒJS to ir pieprasījis. Ja Līguma izpildes nodrošinājums ir bijis kā naudas summas iemaksa PASŪTĪTĀJA kredītiestādes kontā, tad PASŪTĪTĀJS to pilnā apmērā vai nodrošinājuma neieturēto daļu pārskaita uz Līgumā norādīto UZŅĒMĒJA kredītiestādes kontu 10 (desmit) dienu laikā pēc tam, kad no UZŅĒMĒJA puses izpildītas visas tā saistības, kas izriet no šī Līguma. Pēc kredītiestādes izsniegtas garantijas dzēšanas un oriģināla nosūtīšanas UZŅĒMĒJAM, PASŪTĪTĀJS nosūta kredītiestādes rakstveida paziņojumu par tās atbrīvošanu no garantijas saistībām.

12.6. The CONTRACTING AUTHORITY shall discharge and release the performance security of the Contract no later than within thirty (30) days after the expiry of the effective period of the Contract under the condition that the CONTRACTOR has fulfilled all its obligations under the Contract. If an insurance policy has served as the performance security of the Contract, then this security (policy) shall be sent to the CONTRACTOR solely upon CONTRACTOR'S request. If a deposit into CONTRACTING AUTHORITY'S Credit institution account has served as the performance security of the Contract, CONTRACTING AUTHORITY shall transfer it in its entirety or minus amount withheld as security into the CONTRACTOR'S Credit institution account stated in the Contract within 10 (ten) days after CONTRACTOR has fulfilled all the obligations arising from this Contract. After the erasure of the Credit institution's guarantee and the return of the original to the SELLER, the PURCHASER sends a written notice to the Credit institution on the release from obligations.

13. NEPĀRVARAMAS VARAS APSTĀKĻI

13. FORCE MAJEURE

13.1. Līdzēji tiek atbrīvoti no atbildības par daļēju vai pilnīgu šajā Līgumā paredzēto saistību neizpildi, ja saistību neizpilde radusies nepārvaramu, ārkārtēja rakstura apstākļu rezultātā, kuru darbība sākusies pēc Līguma parakstīšanas un kurus Līdzēji nevarēja iepriekš paredzēt un novērst.

13.1. Neither Party shall have any liability for full or partial failure to fulfil any obligations under this Contract if such failure to fulfil the obligations has been caused by force majeure events that occurred after signing the Contract and which the Parties could not foresee and prevent.

13.2. Pie šādiem apstākļiem pieskaitāmi - ugunsnelaime, kara darbība, epidēmija, dabas stihija, kā arī citi apstākļi, kas neiekļaujas Līdzēju iespējamās kontroles un ietekmes robežās.

13.2. Such circumstances shall include fires, acts of war, epidemics, natural disasters as well as other circumstances beyond the possible limits of control or influence of the Parties.

13.3. Par nepārvaramas varas apstākli nevar tikt atzīts apakšuzņēmēju, piegādātāju un citu iesaistīto personu saistību neizpilde, vai nesavlaicīga izpilde.

13.3. Non-performance of obligations by subcontractors, suppliers and other parties involved or delay in such performance shall not be deemed Force Majeure.

13.4. Tam Līdzējam, kas atsaucas uz nepārvaramu, ārkārtēja rakstura apstākļu darbību, 3 (trīs) dienu laikā par tiem jāpaziņo otram Līdzējam, norādot iespējamo saistību izpildes termiņu.

13.4. The Party referring to a force majeure event shall within 3 (three) days notify the other Party thereof, specifying the possible term for fulfilment of the obligations.

13.5. Ja nepārvaramu, ārkārtēja rakstura apstākļu dēļ Līguma izpilde aizkavējas vairāk kā par 30 (trīsdesmit) dienām, katram no Līdzējiem ir tiesības vienpusēji izbeigt Līgumu. Ja Līgums šādā kārtā

13.5. If the fulfilment of this Contract is delayed for more than 30 (thirty) days due to a force majeure event, either Party shall have the right to terminate this Contract unilaterally. If this Contract is

tiek izbeigts, nevienam no Līdzējiem nav tiesību pieprasīt no otra Līdzēja zaudējumu atlīdzību.

14. LĪGUMA TERMIŅŠ UN IZBEIGŠANA

14.1. Līgums stājas spēkā ar dienu, kad tas ir parakstīts gan no PASŪTĪTĀJA, gan no UZŅĒMĒJA puses, un ir spēkā līdz šajā Līgumā noteikto saistību izpildei.

14.2. Līgums var tikt izbeigts, Līdzējiem savstarpēji rakstiski vienojoties, vai arī šajā Līgumā noteiktajā kārtībā.

14.3. PASŪTĪTĀJS, nosūtot UZŅĒMĒJAM rakstisku paziņojumu, ir tiesīgs vienpusēji izbeigt Līgumu vai tā daļu, ja iestājies vismaz viens no sekojošiem gadījumiem:

14.3.1. UZŅĒMĒJS neievēro jebkuru no Līgumā noteiktajiem Pakalpojuma uzsākšanas un/vai izpildes (nodošanas) termiņiem, ieskaitot atsevišķu posmu nodošanas termiņus, un ja UZŅĒMĒJA nokavējums ir sasniedzis vismaz 15 (piecpadsmit) darba dienas;

14.3.2. UZŅĒMĒJS nav novērsis trūkumus šī Līguma 6.7. punktā noteiktajā kārtībā un termiņā;

14.3.3. UZŅĒMĒJS nepilda kādas citas Līgumā noteiktās saistības vai pienākumus, un ja UZŅĒMĒJS šādu neizpildi nav novērsis 15 (piecpadsmit) darba dienu laikā pēc attiecīga rakstiska PASŪTĪTĀJA paziņojuma saņemšanas;

14.3.4. UZŅĒMĒJS vai persona, kura ir UZŅĒMĒJA valdes vai padomes loceklis, pārstāvēttiesīgā persona vai prokūrists, vai persona, kura ir pilnvarota pārstāvēt UZŅĒMĒJU darbībās, kas saistītas ar filiāli, ar tādu prokurora priekšrakstu par sodu vai tiesas spriedumu, kas stājies spēkā un kļuvis neapstrīdams un nepārsūdzams, ir atzīta par vainīgu vai tai ir piemērots piespiedu ietekmēšanas līdzeklis par jebkuru no šādiem noziedzīgiem nodarījumiem:

14.3.4.1. noziedzīgas organizācijas izveidošana, vadīšana, iesaistīšanās tajā vai tās sastāvā ietilpstošā organizētā grupā vai citā noziedzīgā formējumā vai piedalīšanās šādas organizācijas izdarītajos noziedzīgajos nodarījumos,

14.3.4.2. kukuļņemšana, kukuļdošana, kukuļa piesavināšanās, starpniecība kukuļošanā, neatļauta piedalīšanās

14. TERM AND TERMINATION OF THE CONTRACT

terminated in such a way, neither Party may claim compensation of damages from the other PARTY.

14.1. This Contract shall take effect on the day when it is signed by both the CONTRACTING AUTHORITY and the CONTRACTOR and it shall be valid until complete fulfilment of the obligations under this Contract.

14.2. This Contract may be terminated by mutual written agreement of the Parties or according to the provisions of this Contract.

14.3. The CONTRACTING AUTHORITY shall have the right to terminate this Contract unilaterally by giving written notice to the CONTRACTOR upon the occurrence of at least one of the following events:

14.3.1. The CONTRACTOR fails to meet any of the deadlines for the commencement and/or completion (delivery) of the Service as set forth in this Contract, including deadlines for the delivery of individual stages, and if the delay on the part of the CONTRACTOR has reached at least 15 (fifteen) business days;

14.3.2. The CONTRACTOR has failed to eliminate the deficiencies in the manner and time specified in Clause 6.7 this Contract;

14.3.3. The CONTRACTOR fails to comply with any other obligation or liability under this Contract, and the CONTRACTOR has not remedied such failure within 15 (fifteen) business days from the receipt of the relevant written notice from the CONTRACTING AUTHORITY;

14.3.4. The CONTRACTOR or a person who is a Member of the CONTRACTOR's Management Board or Supervisory Board, a person holding the authority of representation or a commercial Power of Attorney, or a person who is authorised to represent the CONTRACTOR in actions related to a branch office, on the basis of the prosecutor's penal order or a court judgement which has entered into force and has become indisputable and non-appealable, has been declared guilty or an enforcement measure has been applied to him/her for any of the below listed criminal offences:

14.3.4.1. establishment or management of a criminal organisation, involvement therein or in an organised group therein or in any other criminal formation or participation in criminal offences committed by such an organisation,

14.3.4.2. bribetaking, bribing, misappropriation of bribe, mediation in bribery, unlawful participation in

mantiskos darījumos, neatļauta labumu pieņemšana, komerciāla uzpirkšana, labuma prettiesiska pieprasīšana, pieņemšana vai došana, tirgošanās ar ietekmi;

14.3.4.3. krāpšana, piesavināšanās vai noziedzīgi iegūtu līdzekļu legalizēšana,

14.3.4.4. terorisms, terorisma finansēšana, teroristu grupas izveide vai organizēšana, ceļošana terorisma nolūkā, terorisma attaisnošana, aicinājums uz terorismu, terorisma draudi vai personas vervēšana un apmācīšana terora aktu veikšanai,

14.3.4.5. cilvēku tirdzniecība,

14.3.4.6. izvairīšanās no nodokļu un tiem pielīdzināto maksājumu nomaksas;

14.3.5. UZŅĒMĒJS ar tādu kompetentas institūcijas lēmumu vai tiesas spriedumu, kas stājies spēkā un kļuvis neapstrīdams un nepārsūdzams, ir atzīts par vainīgu konkurences tiesību pārkāpumā, kas izpaužas kā horizontālā karteļa vienošanās, izņemot gadījumu, kad attiecīgā institūcija, konstatējot konkurences tiesību pārkāpumu, par sadarbību iecietības programmas ietvaros UZŅĒMĒJU ir atbrīvojusi no naudas soda vai samazinājusi naudas sodu;

14.3.6. Ja ir pasludināts UZŅĒMĒJA maksātnespējas process, apturēta UZŅĒMĒJA saimnieciskā darbība, vai UZŅĒMĒJS tiek likvidēts;

14.3.7. UZŅĒMĒJS ar kompetentās institūcijas lēmumu, prokurora priekšrakstu par sodu vai tiesas spriedumu, kas stājies spēkā un kļuvis neapstrīdams un nepārsūdzams, ir atzīts par vainīgu pārkāpumā, kas izpaužas kā:

14.3.7.1. vienas vai vairāku personu nodarbināšana, ja tām nav nepieciešamās darba atļaujas vai tās nav tiesīgas uzturēties Eiropas Savienības dalībvalstī;

14.3.7.2. personas nodarbināšana bez rakstveidā noslēgta darba līguma, normatīvajos aktos noteiktajā termiņā neiesniedzot par šo personu informatīvo deklarāciju par darbiniekiem, kas iesniedzama par personām, kuras uzsāk darbu.

14.3.8. Tiek konstatēts, ka UZŅĒMĒJS,

property transaction, illicit acceptance of benefits, commercial bribery, unlawful requesting, accepting or giving a benefit or trading in influence;

14.3.4.3. fraud, embezzlement or money laundering,

14.3.4.4. terrorism, terrorism financing, creating or organising a terrorist group, travel for terrorism purposes, acquittal of terrorism, incitement to terrorism, terror threats or recruitment or training or persons to carry out acts of terrorism,

14.3.4.5. human trafficking,

14.3.4.6. evasion of taxes and payments equal to taxes;

14.3.5. The CONTRACTOR, on the basis of the decision of a competent institution or a court judgement which has entered into force and has become indisputable and non-appealable, has been declared guilty for violation of the competition law manifested as a horizontal cartel agreement, except the cases when the relevant institution, upon establishing the violation of the competition law, has released the CONTRACTOR from a payment of a fine or has reduced the fine due to cooperation within the tolerance programme;

14.3.6. The CONTRACTOR's insolvency process has been declared, the CONTRACTOR's economic operations have been suspended or the CONTRACTOR is undergoing liquidation;

14.3.7. The CONTRACTOR, on the basis of the decision of a competent institution, the prosecutor's penal order or a court judgement which has entered into force and has become indisputable and non-appealable, has been declared guilty for a violation manifested as:

14.3.7.1. employment of one or several persons if they do not have necessary work permits or are not entitled to stay in a Member State of the European Union;

14.3.7.2. employment of a person without signing a written employment contract, without submitting the information declaration on employees which needs to be submitted on persons commencing employment regarding this person within the time limits set forth in laws and regulations.

14.3.8. It is found that the CONTRACTOR,

piedaloties iepirkuma procedūrā, ir sniedzis nepatiesu informāciju tā kvalifikācijas novērtēšanai;

14.3.9. UZŅĒMĒJS vai jebkurš no UZŅĒMĒJA personāla, pārstāvjiem vai apakšuzņēmējiem jebkurai personai ir devis vai piedāvājis (tieši vai netieši) jebkāda veida kukuli, dāvanu, pateicības naudu, komisijas naudu vai citu vērtīgu lietu kā pamudinājumu vai atlīdzību par jebkādas darbības veikšanu vai neveikšanu, vai par labvēlības vai nelabvēlības izrādīšanu vai neizrādīšanu jebkādai personai saistībā ar Līgumu;

14.3.10. UZŅĒMĒJS vai jebkurš no UZŅĒMĒJA personāla, pārstāvjiem vai apakšuzņēmējiem likumā noteiktajā kārtībā ir atzīts par vainīgo prettiesiskā rīcībā saistībā ar Līguma izpildi;

14.3.11. Tiek konstatēts, ka Uzņēmējs vai jebkurš no Uzņēmēja personāla, pārstāvjiem vai apakšuzņēmējiem ir iesaistīts darījumu attiecībās, kas rada interešu konflikta situāciju attiecībā uz Līguma izpildi;

14.3.12. ja audita rezultātā (kamēr Līgums ir spēkā) tiek konstatētas pretlikumīgas darbības no UZŅĒMĒJA puses saistībā ar Vienošanās izpildi

14.3.13. UZŅĒMĒJAM, atbilstoši Starptautisko un Latvijas Republikas nacionālo sankciju likumam Līguma izpildes laikā ir piemērotas starptautiskās vai nacionālās sankcijas vai būtiskas finanšu un kapitāla tirgus intereses ietekmējošas Eiropas Savienības vai Ziemeļatlantijas līguma organizācijas dalībvalsts noteiktās sankcijas, ja tādēļ Līgumu izpildīt nav iespējams.

14.4. UZŅĒMĒJS, nosūtot PASŪTĪTĀJAM rakstisku paziņojumu, ir tiesīgs vienpusēji izbeigt Līgumu, ja PASŪTĪTĀJS Līgumā noteiktajā termiņā nav veicis apmaksu par izpildītajiem un Līgumā noteiktajā kārtībā pieņemtajiem Pakalpojumiem un PASŪTĪTĀJA nokavējums ir sasniedzis vismaz 60 (sešdesmit) dienas.

14.5. Gadījumā, ja Līgums tiek izbeigts Līguma 13.3., 13.4. punktos minētajos gadījumos, UZŅĒMĒJS Līguma 13.3. punktā minētajos gadījumos, bet PASŪTĪTĀJS Līguma 13.4.punktā minētajā gadījumā maksā otram Līdzējam līgumsodu par saistību neizpildi 10% (desmit procenti) apmērā no Līgumcenas.

14.6. Izbeidzot Līgumu 13.2.-13.4. punktos noteiktajos gadījumos, Līdzēji sastāda un abpusēji

when participating in the procurement procedure, has provided false information for the evaluation of its qualification;

14.3.9. The CONTRACTOR or any of the CONTRACTOR's personnel, representatives or subcontractors has given or offered (directly or indirectly) bribe, gift, gratitude money, commissions or other valuable things to any person as an inducement or reward for taking any action or omission to act, or for showing favour or disfavour to any person in connection with the Contract;

14.3.10. The CONTRACTOR or any of the CONTRACTOR's personnel, representatives or subcontractors has been found guilty of illegal action according to the law regarding the implementation of the Contract;

14.3.11. It is found that the CONTRACTOR or any of the CONTRACTOR's personnel, representatives or subcontractors is involved in business relationships that create a conflict of interest situation regarding the implementation of the Contract;

14.3.12. any illegal activities by the Contractor in relation to the performance of the Contract are found as a result of an audit (during the validity of the Contract);

14.3.13. International or national sanctions according to the Law on International Sanctions and National Sanctions of the Republic of Latvia or major sanctions by a member state of the European Union or the North Atlantic Treaty Organization affecting the interests of the financial and capital market that make the implementation of the Contract impossible have been imposed, during the performance of the Contract, against the Contractor

14.4. The CONTRACTOR shall have the right to unilaterally terminate this Contract by giving a written notice to the CONTRACTING AUTHORITY if the CONTRACTING AUTHORITY has failed to make payment until the due date for the completed Services that have been accepted in the manner set forth in this Contract, and if the delay on the part of the CONTRACTING AUTHORITY has reached at least 60 (sixty) days.

14.5. If the Contract is terminated in the cases referred to in Clauses 13.3 and 13.4, the CONTRACTOR (in the cases referred to in Clause 13.3) and the CONTRACTING AUTHORITY (in the case referred to in Clause 13.4) shall pay penalty for non-performance to the other Party in the amount of 10% (ten percent) of the Contract Price.

14.6. Upon termination of the Contract in the cases referred to in Clauses 13.2 to 13.4, the Parties shall

paraksta atsevišķu aktu par faktiski izpildīto Pakalpojuma (darbu) apjomu un to vērtību. Sastādot aktu, Līdzēji ņem vērā izpildīto darbu kvalitāti. PASŪTĪTĀJS samaksā UZŅĒMĒJAM par saskaņā ar Līguma noteikumiem izpildīto Pakalpojumu (posmu), atbilstoši sastādītajam aktam un atbilstoši Pielikumā Nr.1 noteiktajiem izcenojumiem. Izdarot samaksu, PASŪTĪTĀJS ir tiesīgs ieturēt aprēķināto līgumsodu un/vai zaudējumu atlīdzību. Līdzēji savstarpējo norēķinu šajā punktā minētajā gadījumā veic 30 (trīsdesmit) dienu laikā pēc šajā punktā minētā akta parakstīšanas.

14.7. UZŅĒMĒJS ir izdarījis smagu profesionālās darbības pārkāpumu, kas liek apšaubīt tā godīgumu, vai nav pildījis ar PASŪTĪTĀJU noslēgto iepirkuma Līgumu, vispārīgo vienošanos vai koncesijas līgumu, un šis fakts ir atzīts ar tādu kompetentas institūcijas lēmumu, tiesas spriedumu vai prokurora priekšrakstu par sodu, kas stājies spēkā un kļuvis neapstrīdams un nepārsūdzams.

15. CITI NOTEIKUMI

15.1. Līdzēji apliecina, ka tiem ir attiecīgās pilnvaras, lai slēgtu šo Līgumu un uzņemtos tajā noteiktās tiesības un pienākumus, kā arī iespējas veikt šajā Līgumā noteikto pienākumu izpildi.

15.2. Līdzēji vienojas, ka šis Līgums kopā ar tā pielikumiem, kā arī Līguma izpildes laikā iegūtā informācija ir konfidenciāla, izņemot šī Līguma priekšmetu, termiņu, Līguma summu un Līdzējus, un šī informācija nedrīkst tikt izpausta trešajām personām. Šajā punktā noteiktie ierobežojumi neattiecas uz gadījumiem, kad kādam no Līdzējiem informācija ir jāpublisko saskaņā ar Latvijas Republikā spēkā esošiem tiesību normatīvajiem aktiem.

15.3. Jebkuras izmaiņas vai papildinājumi Līgumā jānoformē rakstiski un jāparaksta abiem Līdzējiem. Šādas izmaiņas un papildinājumi ar to parakstīšanas brīdi kļūst par šī Līguma neatņemamu sastāvdaļu.

15.4. Jautājumi, kas nav noteikti šajā Līgumā, tiek risināti saskaņā ar spēkā esošajiem Latvijas Republikas tiesību normatīvajiem aktiem.

15.5. Līguma izpildes laikā radušos strīdus Līdzēji risina vienojoties vai, ja vienošanās nav iespējama, strīdu izskata tiesā Latvijas Republikas tiesību normatīvajos aktos noteiktajā kārtībā.

15.6. Visas Līdzēju sarunas, vienošanās, sarakste un citas darbības, attiecībā uz šī Līguma noslēgšanu un šī Līguma priekšmetu, kas veiktas pirms šī Līguma noslēgšanas, zaudē juridisko spēku pēc šī

draw up and sign a separate deed on the amount of the Service (work) actually performed and its value. When drawing up the deed, the Parties shall take into account the quality of the executed work. The CONTRACTING AUTHORITY shall make a payment to the CONTRACTOR for the Service (a stage thereof) performed in compliance with the provisions of this Contract according to the deed made and based on the prices stated in Annex No. 1. When making the payment, the CONTRACTING AUTHORITY shall have the right to deduct the calculated penalty and/or damages. In the case referred to in this Clause, the Parties shall perform mutual settlements within 30 (thirty) days after the deed mentioned in this Clause has been signed.

14.7. If the Contractor has comitted a serious breach of professional activity which is the reason for contesting its honesty, or has not fulfilled obligations of the procurement contract entered into with the Employer and this has been declared by the decision of a competent institution, a court judgement or a prosecutor's penal order which has eneterd into force and has become indisputable and non-appealable.

15. OTHER PROVISIONS

15.1. The Parties represent and warrant that they are duly authorised to enter into this Contract and accept the rights and obligations set forth herein, as well as they have capability to fulfil the obligations under this Contract.

15.2. The Parties agree that this Contract together with its Annexes as well as the information obtained during the performance of this Contract shall be confidential, except for the subject of this Contract, its period, the Amount of the Contract and the Parties, and such information shall not be disclosed to third parties. These limitations laid down in this Clause shall not apply to cases when any of the Parties has to make the information public in accordance with the existing laws and regulations of the Republic of Latvia.

15.3. Any amendments or additions to the Contract shall be made in writing and signed by both Parties. Such changes and additions shall become an integral part of this Contract once they are signed.

15.4. Matters that are not stipulated in this Contract shall be resolved in accordance with the existing laws and regulations of the Republic of Latvia.

15.5. Any disputes arising during the implementation of this Contract shall be settled by negotiations between the Parties, and if the Parties fail to reach an agreement, the dispute shall be resolved by the court in the manner set forth by the laws and regulations of the Republic of Latvia.

15.6. All negotiations, agreements, correspondence of the Parties and other actions, taking place prior to the signing of this Contract, shall become invalid upon signing the Contract. This provision shall not

Līguma parakstīšanas. Šis nosacījums neattiecās uz iepirkuma procedūras (sarunu "Tehnisko objektu pārvaldības sistēmas (TOPS) atjaunināšana" (ID Nr. IPR-60115) nolikumu un UZŅĒMĒJA (Pretendenta) iesniegto piedāvājumu.

15.7. Kādam no šī Līguma noteikumiem zaudējot spēku tiesību normatīvo aktu izmaiņu gadījumā, Līgums nezaudē spēku tā pārējos punktos un šādā gadījumā Līdzējiem ir pienākums piemērot Līgumu spēkā esošo tiesību normatīvo aktu prasībām.

15.8. Ja kādam no Līdzējiem tiek mainīts juridiskais statuss, atrašanās vieta vai citi rekvizīti, tad tas nekavējoties paziņo par to otram Līdzējam.

15.9. Līgums parakstīts divos eksemplāros, katrs uz 18 (astoņpadsmit) lapām, pa vienam eksemplāram katram Līdzējam. Abiem Līguma eksemplāriem ir vienāds juridiskais spēks. Līgumam ir 9 (deviņi) pielikumi kopā uz 179 (viens simts septiņdesmit deviņām) lapām.

16. PAR LĪGUMA IZPILDI ATBILDĪGĀS PERSONAS

16.1. Par Līguma izpildi atbildīgās personas no PASŪTĪTĀJA puses: _____;
➤ tālrunis: _____;
➤ e-pasts: _____.

16.2. Par Līguma izpildi atbildīgās personas no UZŅĒMĒJA puses: _____;
➤ tālrunis:
➤ e-pasts: _____.

17. LĪGUMA PIELIKUMI

17.1. PIELIKUMS Nr. 1 – Pakalpojuma ietvaros veicamie darbi, projekta posmi un to izcenojumi.

17.2. PIELIKUMS Nr. 2 – IT drošības noteikumi.

17.3. PIELIKUMS Nr. 3 – Fizisko personu datu aizsardzības noteikumi.

17.4. PIELIKUMS Nr. 4 – Pieteikumu apstrādes kārtība.

17.5. PIELIKUMS Nr. 5 – Programmatūras piegāde.

17.6. PIELIKUMS Nr. 6 – Programmatūras testēšana un akceptēšana.

17.7. PIELIKUMS Nr. 7 – Pieņemšanas nodošanas akta forma.

17.8. PIELIKUMS Nr. 8 – UZŅĒMĒJA darbu izpildes personāla saraksts un apakšuzņēmēju un tiem nodoto darbu saraksts.

17.9. PIELIKUMS Nr. 9 – Informācija par vides aizsardzību, darba aizsardzību, ugunsdrošību AS "Latvenergo" objektos.

LĪDZĒJU REKVIZĪTI UN PARAKSTI

PASŪTĪTĀJS:
AS "Latvenergo"

---

apply to the Regulation of the Procurement Procedure (negotiated procedure "Technical object management system (TOPS) renewal" (ID No IPR-60115)"" and the tender offer submitted by the CONTRACTOR (Tenderer).

15.7. If any provision of this Contract becomes invalid due to amendments to laws and regulations, it shall not affect the validity of the remaining provisions of this Contract, and in such case the Parties shall apply the Contract pursuant to the requirements of the existing laws and regulations.

15.8. If any of the Parties changes its legal status, location or other details, it shall immediately notify the other Party thereof.

15.9. This Contract is signed in two copies, each on 18 (eigteen) pages, one copy for each Party. Both copies of this Contract have equal legal force. This Contract includes 9 (nine) annexes on 179 (one hundred seventy nine) pages.

16. THE PERSONS RESPONSIBLE FOR PERFORMANCE OF THE CONTRACT

16.1. Persons responsible for the performance of the Contract on behalf of the CONTRACTING AUTHORITY: _____,
➤ phone: _____;
➤ e-mail: _____.

16.2. Persons responsible for the performance of the Contract on behalf of the CONTRACTOR: _____;
➤ phone: _____;
➤ e-mail: _____.

17. ANNEXES TO THE CONTRACT

17.1. ANNEX No. 1 – The works to be performed within the scope of the Service, the stages of the project and their price schedule.

17.2. ANNEX No. 2 – IT security rules.

17.3. ANNEX No. 3 – Personal data protection regulations.

17.4. ANNEX No. 4 – Issue processing.

17.5. ANNEX No. 5 – Software delivery.

17.6. ANNEX No. 6 – Software testing and accepting.

17.7. ANNEX No. 7 – Delivery – Acceptance Deed form.

17.8. ANNEX No. 8 – List of the CONTRACTOR'S personnel performing the works and list of the subcontractors and the works assigned to them.

17.9. ANNEX No. 9 – Information on environment protection, occupational health and safety and fire safety at Latvenergo AS facilities.

DETAILS AND SIGNATURES OF THE PARTIES

CONTRACTING AUTHORITY:
Latvenergo AS

Vienotais reģ. Nr. 40003032949
PVN maks.reģ. Nr. LV 40003032949
Juridiskā adrese: Pulkveža Brieža ielā 12, Rīga,
LV-1230
Kredītiestāde:AS "SEB banka"
SWIFT: UNLALV2X
konta Nr. LV24 UNLA 0001 0002 2120 8
E-pasts: info@latvenergo.lv.

Unified reg. No. 40003032949
VAT payer's reg. No.: LV 40003032949
Registered office: 12 Pulkveža Brieža Street,
Riga, LV-1230, Latvia
Credit institution: SEB banka AS
SWIFT: UNLALV2X
Account No. LV24 UNLA 0001 0002 2120 8
E-mail: info@latvenergo.lv.

_____/ _____/

UZŅĒMĒJS:
UAB "CGI Lithuania"
Vienotais reģ. Nr. 210316340
PVN maks.reģ. Nr. LT103163416
Juridiskā adrese: Perkūnkiemio str. 4A, Vilnius,
LT-12128 Vilnius, Lithuania
Kredītiestāde: AB "SEB bankas"
SWIFT (BIC): CBVILT2X
Account No. (IBAN) LT727044060008280953
E-pasts: info.lithuania@cgi.com.

CONTRACTOR:
CGI Lithuania, UAB
Unified reg. No.: 210316340
VAT payer's reg.: No. LT103163416
Registered office: Perkūnkiemio str. 4A, Vilnius,
LT-12128 Vilnius, Lithuania
Credit institution: SEB bankas, AB
SWIFT (BIC): CBVILT2X
Account No.: (IBAN) LT727044060008280953
E-mail: info.lithuania@cgi.com.

_____/_____/

Informācija par līguma parakstītājiem un kontaktpersonām netiek publicēta saskaņā ar fizisko personu datu aizsardzības normatīvo aktu prasībām.

PAKALPOJUMA IETVAROS VEICAMIE DARBI, PROJEKTA POSMI UN TO IZCENOJUMI / THE WORKS TO BE PERFORMED WITHIN THE SCOPE OF THE SERVICE, THE STAGES OF THE PROJECT AND THEIR PRICE SCHEDULE

Project time schedule

Stage	Start	End	Solution Realisation term														Warranty&Support															
			2020										2021				2021								2022							2023
			3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	...	4
Initiation	2020-03-02	2020-03-23	█																														
Analysis and Design	2020-03-02	2020-07-28	█	█	█	█	█																										
System Configuration	2020-04-27	2021-03-02			█	█	█	█	█	█	█	█	█	█																			
Acceptance testing	2021-02-01	2021-03-23												█	█																		
Training	2021-02-15	2021-04-30												█	█	█																	
Commissioning and GoLive	2021-03-25	2021-04-30													█	█																	
Warranty	2021-05-01	2021-10-31															█	█	█	█	█	█										
Support	2021-05-01	2023-04-30															█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█

Prices

Nr	Works and services	Unit	Quantity	Price per unit	Total cost
A	B	C	D	E	F
1.	Analysis	Set of works to be carried out *	1	***	***
2.	Implementation		1	***	***
3.	Training		1	***	***
	Total cost of the implementation of the reimplemented Technical Object Management System				
4.	Provision of the operational technical support service for 24 (twenty-four) months in total	Quarter	8	***	***
Additional Information:					
1) Here "Operational technical support service" means the same as "maintenance";					
2) Quarterly operational technical support service (maintenance) fee shall include maintenance of licences and the activities referred to under Clause 5.3 of the draft contract.					
TENDER PRICE (PC) EUR w/o VAT – *Evaluation criterion No. 1*					1 318 618,30
5.	**Expert price (SI)** for the fulfilment of the Public Service Provider's change requests				
Nr.	Expert				Price**
A	B				C
5.1.	Project Manager				***
5.2.	IS Architect				***
5.3.	Business Analyst				***
5.4.	IS Analyst				***
5.5.	IS Developer				***
5.6.	Database Administrator				***
5.7.	Tester				***
Additional Information:					
Employer cannot set or guarantee a particular number of hours that will be used for development of change requests					
THE AVERAGE (ARITHMETIC MEAN) PRICE OF THE EXPERTS' WORK (SI) EUR w/o VAT – *Evaluation criterion No. 2*					31,43
* The set of works to be carried out in accordance with the Technical Specification given in Annex No. 3					
** The expert's rate per 1 (one) working hour on business days from 8:00 hrs to 17:00 hrs.					

Technical offer

Table 1 Requirements of system analysis

		Requirement of the public service provider:		**Offer**	
ID	**Requirement title**	**Description**	**Compliance degree**	**Compliance**	**Implementation description**
		Support of current and future business processes			
FP-01	Definition of future processes	The Contractor shall perform analysis of the current business processes supported by TOPS, document and agree with the Employer on the detailed scope of the future processes to be supported within the System in compliance with the scope defined by *Chapter 4.5 "TOPS functional architecture of TOPS and support of future processes"*.	O	**Compliant**	***
FP-02	Support of process performance based on work flows	System processes shall be implemented by using work flows, whereby work flows are interpreted as the definition of the course of the process performance defining the process triggers, the process performance steps, the mutual sequence of steps and performers. The process steps are either automated or manual operations. All the manual operations shall be developed as tasks with a work flow, particular performer or performers and a completion term. As one step is completed, the next step shall start automatically in compliance with the conditions defined within the work flow, as soon as the end of process completion defined in the work flow is attained. Completion status shall be maintained for each initiated process performance instance.	O	**Compliant**	***
FP-03	Compliance with the requirements of regulatory enactments	The future processes supported by the System shall comply with the requirements of the regulatory enactments of the Republic of Latvia, applicable laws and relevant Cabinet Regulations that will be in effect at the moment of analysis. References to regulatory enactments shall be specified within the process definition, provision of compliance shall be integrated with the system process.	O	**Compliant**	***
FP-04	Compliance of processes with the requirements of international standards	The contractor shall identify the ISO standards applied in the implemented process within the framework of the analysis and apply them as reference material by defining performance of particular future processes.	V	**Compliant**	***
FP-05	Compliance with LEK	The future processes supported by the System shall comply with the LEK requirements. References to relevant LEK shall be specified within the future process definition, provision of compliance shall be integrated with the system process.	O	**Compliant**	***
FP-06	Validation of migrated data sets	The contractor shall validate all the data sets to be migrated to the new System and the migrated data periods within the framework of the System analysis. The work results shall be recorded in a document and used for compliance with the "*Data migration requirements*".	O	**Compliant**	***
FP-07	Validation of document templates	The Contractor shall validate all the types of documents applicable to the new System and used templates to be implemented within the implementation in the framework of the system analysis. During the analysis phase the Contractor needs to identify all the types of documents applicable to the new system and the workflows included there and adjust them to the new system.	O	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		**Offer**	
		For example, technical passports, orders, ordinances, the Operational log, the works acceptance protocols and other documents. *Examples of the technical passports are provided in Technical Specification Annex No. 2 and No 3.* *Examples of Operation logs are provided in Technical Specification Annex No. 4., No. 5., No. 6., No. 7., No. 8., No. 9., No. 10. and No. 11.* *An example of an ordinance is provided in Technical Specification Annex No. 17.* *Examples of Acts are provided in Technical Specification Annex No. 12., No. 13., No. 14., No. 15. and No. 16.* *An example of a Measurement protocol is provided in Technical Specification Annex No. 18.*			
FP-08	Validation of the screen form content	The Contractor shall validate the content of all the screen forms applicable to the new System, perform review and content optimisation within the framework of the system analysis. The indicative number of forms is 85 (eighty five) of which 60 (sixty) are the forms intended for users and main users and 25 (twenty five) are forms intended for system administrators.	O	**Compliant**	***
FP-09	Requirements of the views of individual work places	The Contractor shall analyse the users' requirements within the analysis and, in compliance with the IFS functionality possibilities, shall propose solutions regarding the individualised work place views (lobby) as minimum in the scope defined by Chapter 4.4 "*Description of TOPS user groups*".	O	**Compliant**	***
FP-10	Digitalisation of production process logs	The Contractor shall perform the inventory of the paper form process logs used in the production process within the system analysis. Where possible, the number and content of logs which can be digitalised, i.e. provision of the full cycle of process support by system entries and replacement of the paper process, within the System implementation shall be identified. The number and content of the electronic logs to be introduced within the System implementation shall be agreed with the Employer. The inventory shall be performed (but not limited to) the followiong logs: a) Log of registration of Isolation orders, ordinances; b) Log of gas dangerous works; c) Logs of activities used in hydro power plants; d) Operational logs of production units; e) Equipment event register; f) Switch-overs (beginning - end); g) Daily admission to performance of works; h) Processing of emergency events; *Examples of Operation logs are provided in Technical Specification Annex No. 4., No. 5., No. 6., No. 7., No. 8., No. 9., No. 10. and No. 11.*	O	**Compliant**	***

		Requirement of the public service provider:			Offer	
ID	**Requirement title**	**Description**	**Compliance degree**	**Compliance**	**Implementation description**	
FP-11	Validation of the content of standard reports	The Contractor shall perform detailed analysis regarding necessary accounts and reports within the system analysis, by proposing performance of accounts by the Business Intelligence software tools as far as possible, by transferring generation of reports from the Crystal Reports environment as far as possible. The indicative number of reports is 50 (fifty). *The set of 50 reports mentioned here contains the report sets mentioned in FP-58, FP-89, FP-108, FP-131.*	O	**Compliant**	***

FP-12	Codification of production items according to the KKS classification system	The Contractor shall support the Public Service Provider for ensure codification of all production items in compliance with the KKS classification system, including, on the level of sub-classification up to the executive item level (shutters, switches, relays, shut-off armature, plate).
		The level grades shall be defined according to the existing practice. See reference in Chapter 4.2 *" 4.2 KKS classification requirements regarding the uniform codification of the production unit equipment objects ".*
		The requirement performance is applicable to codification of all items at 7 (seven) production sites considering the current situation:
		   a) 1 instance - fully codified based on KKS;
		   b) 6 instances - organised according to the KKS level structure by using the operational denomination system.
		The sub-structures of level 6-7 are used in the current codification.
		Within the ensuring of codification the Tenderer shall develop coding methodology for KKS, train and consult Employer's staff according to the developed methodology and check the result obtained.
		Document development should follow TS requirements in NFP-07, NFP-15, NFP34, NFP-37, FP14, FP-141 and FP-166, which are relevant to the language in which the document or system is to be developed.
		Approximately 60,000 existing items and approximately 30,000 new items should be codified in total. The current items are divided in levels according to the number as follows: Production Site 6, System 75, Sub-system 259, Sub-system2 143, Sub-system3 5, Group of Items 2193, Item 16719, Item2 1367, Device 28533, Sub-device 9672, Part 82.
			O	**Compliant**	***

FP-13	Linking of the current operational denominations with the KKS denomination.	The system shall provide display of the equipment operational denomination with the allocated KKS code in titles. The KKS code should be used as the first in item titles.	O	**Compliant**	***
FP-14	Documentation	The Contractor shall ensure development of the KKS codification documents by incorporating	O	**Compliant**	***

	Requirement of the public service provider:				Offer	
ID	**Requirement title**	**Description**	**Compliance degree**		**Compliance**	**Implementation description**
	of the data base of production items	information about used codification principles, the list of codes/ equipment, instruction for adding/ removing new codes. The KKS codification instruction should be submitted in Latvian.				
FP-15	Coordination of codification works	The Contractor shall propose the work performance plan and also coordinate escalation of open questions and necessary decisions in the work group established by the Employer. The Employer will provide the decision making authority regarding implementation of the KKS codification system at production sites to the Work Group and will decide on open issues in order to secure uniform and timely implementation thereof.	**O**		**Compliant**	***
FP-16	Introduction of the data base of production items	The production items codified in compliance with the KKS system shall be introduced as the core element in the Data Base of Production Items of the System.	**O**		**Compliant**	***

Table 2 Functionality of the core modules of the System

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		**Offer**	
FP-17	Authentication with AD	The accounts of the Active Directory of Latvenergo AS shall be used for the System users' identification in order to ensure uniform identification of the users of Latvenergo AS.	O	**Compliant**	***
FP-18	Single sign-on	The System shall ensure single sign-on allowing the user to connect to the System with the work station user without requiring repeated entering of the Active Directory user and password.	O	**Compliant**	***
FP-19	Management of access of external users	The System shall ensure management of external users (contractors) and the access system for users who are not AD users. Related requirements *"Contractor Management"* FP-109 to FP-114.	O	**Compliant**	***
FP-20	Access information copy	The System shall provide an altenative authorisation mechanism to enable users to access the System if the connection to MSAD is lost or there are faults in the operation of MSAD.	O	**Compliant**	***
FP-21	Accounting of unsuccessful login\authentication attempts	The System shall be able to identify reaching the number of 3 (three) consecutive unsuccessful authentication attempts since the last successful authentication. When the defined number of unsuccessful authentication has been reached or exceeded the System blocks the user. The user can be unblocked by the administrator or it happens automatically after a predefined period of time set by the administrator. The System shall maintain the set number as a variable value which can be changed with relevant rights (the System administrator).	O	**Compliant**	***
FP-22	Unsuccessful authentication notice	The System shall ensure that a user will be successfully identified and authenticated prior to allowing any other interaction with the System. In case of unsuccessful authentication the user shall receive a notification that the authentication has failed and the reason if the user's name or password has been incorrectly entered. The results of unsuccessful authentication attempts and their reasons shall be stored in audit trail records.	O	**Compliant**	***
FP-23	Authorisation of users' operations	Authorisation of users' operations shall be performed by using the user roles and rights defined in the System.	O	**Compliant**	***
FP-24	View of the personalised workplace	Following authentication in the system, the personalised workplace view displaying information about work orders, summarised individual reports, system and individualised notices is opened first.	O	**Compliant**	***
FP-25	Information content	Display of the following minimum content shall be ensured in the personalised workplace view: a) My current work orders, terms, notes; b) The work order status, visualisation in the WO tool bar in compliance with the current status of the work flow; c) System and individualised notices, including about delayed or close terms of performance of work orders;	O	**Compliant**	***

		Requirement of the public service provider:			Offer	
ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		d) Search window, display of search data; e) Personal profile. f) Statistics reports (*widget*) according to the user profile.			
FP-26	Navigation	Performance of a work order, a new work flow can be started or switching to the System forms and lists is possible from the personalised workplace view.	O	**Compliant**	***
FP-27	Information display panes	The System shall provide the possibility of creating individualised information display panes for visual presentation of the system data stored in the data storage. Use of widget technologies is recommended. The possibility of using template panes shall be provided.	O	**Compliant**	***
FP-28	Remote access	The System shall implement the remote access possibility from mobile devices: a) Tablet; b) Mobile telephone. Envisaged minimum functionality scope: c) Access to the personalised workplace view; d) View the work order; e) Isolation order \ Ordinance; f) Search for the work order; g) Approval of a work order (manager); h) Change of the work order status; i) View notifications.	O	**Compliant**	***
FP-29	Graphic design implementation for access from mobile devices	The System functionality to which remote access from mobile devices is envisaged and also sections of management desktops shall support responsive WEB site design ensuring correct display of the System graphic elements on screens of various devices and sizes.	O	**Compliant**	***
FP-30	User interface experience requirements	The System shall provide the following interface requirements: a) Only necessary fields are displayed in forms, the other standard fields are hidden; b) The most important fields to be filled in shall be highlighted by a different colour; c) In the main forms/ templates and fields to be filled in use and entries shall be arranged in the priority order by displaying starting from the most important one.	O	**Compliant**	***
FP-31	Assessment of usability	Within the framework of implementation works the Contractor shall perform usability assessment of the personalised workplace views. The usability assessment of the System shall be performed by involving the System end users and observing their work with the System in order to identify usability errors and the areas where improvements are necessary.	O	**Compliant**	***
FP-32	Data base of Equipment	The System shall provide development and maintenance of the data base of Equipment objects. A Equipment object is a central element of the production process where it should be possible to link	O	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		Offer	
	objects	events, documents, measurement data and relevant work flows.			
FP-33	Classification of Equipment objects (tree)	In the data base of Equipment objects, a Equipment object shall be uploaded or added a new for each production unit implemented in compliance with requirements from FP-12 to FP-16.	**O**	**Compliant**	***
FP-34	Entry of the data of production units	The System shall provide entering, maintenance and use of the following data in production processes: a) Basic data of Equipment objects (technical data describing equipment object); b) Operational data of equipment objects (data produced during operation of equipment object); c) The manufacturer's recommended equipment operation cycle (*time, conditional, monitoring*); d) Data about operational works (types of works, works performance schedule, content of standard works, time, resources and personnel needed for standard works); e) Technical documentation (the manufacturer's documentation about equipment, acts, protocols and other documents produced and to be stored during operation); f) History of performed operational works; g) Measurement data of Equipment objects (measurement cycle, measurement history).	**O**	**Compliant**	***
FP-35	Equipment object card	The data entered about each production item should be presented in the Equipment object Card. The card information should be grouped in logically separated entries: The Equipment object card and related forms shall provide standard templates (data entry forms). It shall be possible to set the configuration of these templates: a) To add and to hide the active view data fields; b) To change data arrangement, etc.	**O**	**Compliant**	***
FP-36	Maintenance of critical measurement units and process support	Regarding the information to be maintained in the System, the System shall be able to provide and to maintain critical classifications and measurement unit values with various levels and system algorithms depending on entered operation or measurement data. Operational data values and measurement values, as well as the System action algorithms depending on the operational data shall be defined during the analysis phase. *Requirement describes the data that are entered in the Item (object) card in order to perform further planning of the maintenance activities of the Equipment Item, for example, the item vibration measurement is performed under a normal operational mode.* *If this exceeds the standard limits, the system generates a work inquiry for technical service.*	**O**	**Compliant**	***
FP-37	Personnel attaching to the Equipment object	In the System it shall be possible to attach the structural units or employees responsible for operation of the relevant Equipment object, including employees of "horizontal structures", to the defined Equipment object hierarchy level. *Horizontal structures, means Maintenance organizations, which are not affiliated with any particular production site and provide service also to other structures and production sites.*	**O**	**Compliant**	***
FP-38	Operations with	The System shall provide minimum the following operations:	**O**	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:			**Offer**
	an Equipment object	a) Attachment of an Equipment object in compliance with the hierarchy; b) Changing of the Equipment the parent item of the relevant Equipment object, including the possibility to move an equipment object horizontally in equipment objects structure by changing assigned parent item, without changing equipment object level in standartized KKS equipment structure. c) Referring to an Equipment object; d) Selecting of information referring to an Equipment object (Equipment object group); e) Cascading of items in the hierarchy structure from bottom to top level and vice versa.			
FP-39	Equipment object statuses	The System shall provide minimum the following Equipment object statuses: a) In Operation; b) Out of Operation; c) Scrapped. And features: d) Automatic reserve; e) Maintenance repair; f) Renewal repairs; g) Emergency repair; h) Overhaul; i) Technical maintenance; j) Cold reserve; k) Warranty repair. Note: There should be possibility, to merge objects in a way, that changing one object status, all related object statuses nust be changed automatically.	O	**Compliant**	***
FP-40	Adding Equipment objects	The Employer's authorised user shall have the possibility to expand the Equipment object classification by adding new Equipment objects and their card entries in the hierarchy from the user interface without software engineering.	O	**Compliant**	***
FP-41	Writing off Equipment objects	The Employer's authorised user shall have the possibility to close an Equipment object card and to deactivate it in the Equipment object classification (Equipment Object Navigator structure) from the user interface.	O	**Compliant**	***
FP-42	Archiving of Equipment object entries	It is not possible to delete Equipment objects and Equipment object card information. Automated archival of closed Equipment objects and Equipment object cards shall be provided.	O	**Compliant**	***
FP-43	Availability of item data at the production site	The System shall provide that at the particular production site only the part of classification of its items and the data of item cards related to the particular structural unit and the service linked to the production site servicing are available.	O	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		**Offer**	
FP-44	Maintenance of the technological card	The System shall ensure creation and maintenance of the Technological Card for the particular type of works by linking the Technological Card to the Equipment object or item group *(standard job)*.	O	**Compliant**	***
FP-45	Reference to disconnection	It shall be possible to state whether disconnection is necessary for work performance with every work. It shall be possible to configure a reference as a default value in compliance with the standard work form type.	O	**Compliant**	***
FP-46	Attachment of standard work to the planned repair operation	The System shall provide the possibility of attaching standard work to the particular planned repair operation or work order.	O	**Compliant**	***
FP-47	Planning of maintenance works of the next period	The System shall provide the planning cycle of the maintenance works of the next period, which includes Development and approval of repair plans on the basis of the repair plans of previous periods and the schedules, and conditions of the equipment service recommended by the manufacturer of the equipment.	O	**Compliant**	***
FP-48	Period plan forecast of the works of the next period	The System shall provide automated generation of the plan forecast of the works of the next period considering the following parameters/ data accumulated in the system: a) Annual works plan of the preceding period; b) Work orders transferred from the preceding period; c) Automated work order rows generated from the Equipment object card information about the item operational cycles and standard works, which means planned equipment maintenacne, including mandatory equipemnt maintenance as well as recommended manufacturer maintenacne tasks; d) Equipment measurement cycle data; e) Forecasted hours for defect processing which means forcaseted defect repair time, from the moment when works are planned to be started until the works will be finished. The annual forecast is generated for 12 (twelve) months jointly forming the annual planned work plan.	O	**Compliant**	***
FP-49	Preparation of the annual work plan of the next period	The System shall provide that a user with relevant rights may perform manual changes in the forecast plan: a) To add new Repair plan rows; b) To refer an active Contractor contract to the Repair Plan row; c) To exclude a work order; d) To adjust completion terms of work orders; e) To create versions of the work plan of the next period; f) To save the "working versions" of the plan.	O	**Compliant**	***
FP-50	Approval of the annual work	The System shall provide a relevant work flow for attestation and final approval of the work plan of the next period.	O	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:			**Offer**
	plan of the next period	The approved annual work plan shall be fixed with the status "Approved" and no entries shall be amended there.			
FP-51	Preparation of the list of tendered works	The System shall provide that the lists of works tendered to contractors are prepared based on the forecast of the work plan of the next year. The System shall provide a relevant work flow for attestation and final approval of the list of tendered works. The approved lists are automatically sent to the e-mail to the Procurement and Logistics function of Latvenergo AS for execution.	O	Compliant	***
FP-52	Maintenance of the historic work plans	The System shall provide maintenance of the historic work plans. Historical work plans are the works performed during the previous periods. The work plans of the previous periods should be saved and there should be a possibility to use their content for future forecasts and work plans, as well as for various business report creation.	O	Compliant	***
FP-53	Generation of the monthly work plan forecast	The System shall provide generation of the monthly work plan forecast (rows of work orders) based on the approved annual work plan.	O	Compliant	***
FP-54	Development of a monthly work plan	The System shall provide that a user with relevant rights may perform manual changes in the monthly forecast plan: a) Adding of new work orders; b) Exclude of work orders; c) Adjustment of completion terms of work orders; d) Creation of monthly versions of the work plan; e) Saving of the "working versions" of the plan. The user marks the work order rows which will be included in the works of the next month and relevant notes.	O	Compliant	***
FP-55	Approval of a monthly work plan	The System shall provide a relevant work flow for attestation and final approval of the monthly work plan. The approved monthly work plan shall be fixed with the status "Approved" and no entries shall be amended there.	O	Compliant	***
FP-56	Generation of the rows of work orders	The user performs the action "Generate" and the rows **Planned work orders** of the next month are automatically created.	O	Compliant	***
FP-57	Data to be displayed in the row of work	The following minimum information shall be displayed in the row regarding each work order: a) WO title; b) Identification allocated by the System;	O	Compliant	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
	orders	c) Responsible personnel; d) Priority; e) Completion terms; f) The item to which the work order refers; g) Description of the works to be performed.			
FP-58	Reports of work orders	The System shall provide display of the planned repair works schedules in the following minimum sections: a) Per types of works; b) Per periods; c) Split per contractors' contracts; d) Per responsible structural units (services, groups). Retrieval of schedules shall be provided in the form of standard reports in compliance with the Business Intelligence (BI), data analysis and reports FP-128 to FP 139 requirements. *Reports mentioned here are included in the set of 50 reports mentioned in FP-11, FP-58, FP-89, FP-108, FP-131.*	O	**Compliant**	***
FP-59	Transfer of planned work orders for execution	The System shall ensure that the generated planned work order is displayed to the responsible specialist for execution and is shown with the status "New" at the personalised workplace in the list "My work orders".	O	**Compliant**	***
FP-60	Automated definition of contractors and completion terms	The System shall provide automated definition of the contractors of work orders and their completion terms. There shall be the possibility for the used holding relevant rights to adjust the automatically defined contractors of work orders and completion terms at creating work orders. The conditions of automated definition of contractors and terms shall be configurable from the administrator's workplace interface.	O	**Compliant**	***
FP-61	Management of completion of planned work orders	The System shall provide the possibility for the responsible specialist to change the status of the work order according to the performance progress. The last status is "Completed".	O	**Compliant**	***
FP-62	Approval of completion of planned work orders	The System shall provide the relevant work flow for final approval of the work order completion by the Production Unit manager. The System shall provide work flows for situations if the Production Unit manager: a) Approves performance of the work order; b) Rejects performance of the work order; c) Returns the work order for repeated performance.	O	**Compliant**	***
FP-63	Fault management	The System shall provide management of Faults as an additional work. The System user holding relevant rights shall ensure registration of a Fault Act:	O	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		**Offer**	
		a) It shall be possible to register the Fault in a standardised form; b) Information about the Fault essence shall be entered; c) The Fault shall be referred to an Equipment object; d) The type of the Fault shall be specified; e) The responsible personnel shall be added from the classification. Upon saving the Fault Act, the System allocates the unique number of the fault. The System sends the system notification to the e-mail and the mobile device of the responsible personnel. The notice contains the link to the Fault Act.			
FP-64	Fault processing	The System shall ensure that the Fault Act is displayed to the responsible specialist for execution and is shown with the status "New" at the personalised workplace in the list "My work orders". The responsible specialist makes entries in the Fault Act: a) Planned term of performance; b) Fault cause; c) Used materials; d) Notes. The responsible specialist changes the fault status during elimination of the fault. The last status is "Completed". Following performance of the status change operation the work flow is initiated and the Fault Act is sent to the responsible operational personnel for final check.	O	Compliant	***
FP-65	Completion of the fault elimination	Following the check of the work completion the operational personnel changes the Fault Act status to "Completed". The Fault Act is closed and stored in the System.	O	Compliant	***
FP-66	Fault status notices	The System shall provide that the responsible personnel receives system notifications about the fault elimination statuses in the e-mail and as SMS. The notice contains the hyperlink to the Fault Act.	O	Compliant	***
FP-67	Processing of additional works orders	If a contractor needs to be involved in processing of additional works orders it shall be possible to create the **Additional works order** and to process it.	O	Compliant	***
FP-68	Linking a fault to the Additional Works order	The System shall provide that an Additional Works order can be created from a registered Fault Act. The System shall provide a work flow for approval of an additional works order prior to transferring the costing of the work order to the contractor. The process of approval of the costs schedule of the work order and performance of the work in compliance with the requirements of the Contractor Management process. The System shall provide automated link between the Fault status and the Additional Works performance status.	O	Compliant	***
FP-69	Maintenance of the	The System shall provide that data on measurement works cycles can be entered and the measurement results history can be added to every Equipment object.	O	Compliant	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:			**Offer**
	measurement works	The System shall maintain data about for example (but not limited to), the following types of measurements in relation to an Equipment object: a) Electrical measurements; b) Oil analysis measurements. It shall be possible to enter the measurement results values manually or to read them from structured measurement protocols. It shall be possible to attach a file to relevant entries.			
FP-70	Management of measurement work orders	As regards management of measurement work orders, an analogous work order cycle to the management of Planned Work order shall be provided by including preparation of annual and monthly work plans, planned work order rows, relevant work flows for management of the work order and approval of the completion status. It shall be ensured that responsible employees of the chemical laboratory are attached to the work order, register the work order completion status, the responsible chemical engineers of Latvenergo AS enter measurement results in the System and approve the final status of the measurement work order. The work flow shall provide the final approval of the work results by the manager of the relevant Production Unit.	O	**Compliant**	***
FP-71	Templates of measurement protocols	The System shall provide maintenance of structured measurement protocol templates and the support of the Measurement Works process. Digitalisation of the measurement protocol forms maintained at production units by transferring them to a structured template in the System shall be ensured.	O	**Compliant**	***
FP-72	Support of the process of creation of measurement protocols	It shall be provided that a measurement protocol can be prepared in the System from a template, including by performing a work flow for preparation of the draft protocol, agreement and approval thereof. The System shall provide maintenance of draft protocols related to a particular measurement work assignment. The approved protocol shall be saved in the Electronic File Storage and linked to the measurement history of the particular item. At the moment a portion of the measurement protocols are prepared in the system, but another portion is prepared outside the system and the protocols are added as attachments. It is planned to prepare all of the protokols in the system as opposed to adding them as attachments.	O	**Compliant**	***
FP-73	Management of additional work orders	The System shall provide management of additional (unscheduled) works assignments. The System shall provide an analogous work assignment cycle to that of the Fault work assignment management by including relevant work flows for work assignment management and approval of the completion status. Additional works shall have a feature of whether the work will be performed by a contractor or the production personnel and a feature of whether a disconnection is needed for the work.	O	**Compliant**	***
FP-74	Support of the Outage works management	For the works for performance of which an item needs to be disconnected it shall be possible to create a disconnection application in the System and the support of the management process of disconnection works assignments shall be provided.	O	**Compliant**	***

				Requirement of the public service provider:			Offer	
ID	**Requirement title**	**Description**				**Compliance degree**	**Compliance**	**Implementation description**	
FP-75	Management of performance of Outage works	As regards management of Outage works assignments, an analogous work assignment cycle to the management of Planned Work orders shall be provided by including preparation of annual and monthly work plans, planned work assignment rows, relevant work flows for management of the work order and approval of the completion status.				O	**Compliant**	***	
FP-76	Management of Outage permits without capacity reduction	A Disconnection Application is created for performance of Outage work orders that do not affect the plant capacity. The work flows of performance of the work order shall be designed in an analogous manner to the process of processing of Planned works orders. The Outages is approved by the responsible manager of the production unit by changing the status of the Outage permit to "Permitted" or "Prohibited". The work flow of performance of the work order related to a Outage permit shall be performed for Permits with the status "Permitted".				O	**Compliant**	***	
FP-77	Management of Outage permits with capacity reduction	The System shall provide the process performance support for performance of the outage work orders affecting the plant capacity.				O	**Compliant**	***	

FP-78	Process support of Outage permits with capacity reduction	The System shall provide the following process support:
		 a) Preparation of the application of disconnection with capacity reduction at the production site;
		 b) The statuses of hydro power plant object statuses should be changed automatically, according to outage permits (See FP-39)
		 c) The work flow on the side of the production site for approval of the initial application;
		 d) Commencement of approval of the work order related to a Outage permit (by linking the Permit to the planned or additional work order);
		 e) Sending of the application for the work assignment to the Trading Unit of Latvenergo AS by e-mail and as an SMS by including a link to the Permit in the System;
		 f) The responsible employee of the Trading unit of Latvenergo AS approves the Permit by changing the status in the System accordingly.
		    It shall be provided that the Permit can be:
		       f.1. Approved;
		       f.2. Cancelled;
		       f.3. Returned for re-scheduling;
		       f.4. Extended as regards the completion term by the Trading unit of Latvenergo AS.
		 g) If the Permit is approved the link to the exchange platform NPS (Nord Pool Spot) UMM (Urgen Market Messages) publication is added to the Permit;
		 h) Following performance of the work order involving a disconnection, the responsible specialist of the production unit changes the status in the Permit to "Completed";
		 i) The responsible dispatcher of the Trading Unit of Latvenergo AS performs the final closing of the
						O	**Compliant**	***	

		Requirement of the public service provider:			Offer	
ID	**Requirement title**	**Description**	**Compliance degree**	**Compliance**	**Implementation description**
		Permit by changing the end status of the Permit to "Completed".			
FP-79	Personalised view of the workplace for the Trading Unit of Latvenergo AS	The System shall provide the personalised view of the workplace to the Trading Unit of Latvenergo AS for the support of the process of processing Outage permits involving a capacity reduction. The following shall be provided in the personalised view of the workplace: a) Simplified search for Permits; b) Display of the list of Permits with colour indications depending on the status; c) Automated system notices if Permit data have been changed; d) The right to view monthly repair plans per production units by including the view of planned Permits; e) Processing of an active Permit.	O	Compliant	***
FP-79.1.		f) System sound notifications in case of a new Permit	V	Compliant	***
FP-80	Adding the data of Ragas Siltums AS to Outage permit data	If the authorisation of Rīgas Siltums AS for reduction of the heat capacity is needed for performance of the outage work order, the System shall provide that the responsible employee of the production unit can enter the outage approval data from Rīgas Siltums AS in the outage permit form. It shall be possible to supplement the Permit by entering minimum the following data: a) Capacity reduction parameters; b) The name and surname of the dispatcher of Rīgas Siltums AS; c) The date of receipt of the permission; d) Notes.	O	Compliant	***
FP-81	Process support of Isolation orders/ ordinances	The System shall ensure the process support of Isolation orders/ ordinances related to performance of work Orders and performance of relevant work flows.	O	Compliant	***
FP-82	Isolation order/ ordinance forms	It shall be possible to create an Isolation order/ ordinance form regarding the admission of the production unit employees and contractors to repair works for a relevant work order and to link it in the System. The System shall provide structured entering of the Isolation order/ Ordinance form dt from the form template with the following functionality: a) Automatic selection of relevant core data from the work order, an item card; b) Manual entering of additional information; c) The possibility to enter the data of the Contractor and the Contractor's employees in the form by selecting from relevant entries shall be provided; d) The possibility to save filled in/ partially filled in Isolation order, Ordinance forms as templates shall be provided, so that the information entered in the form can be used in the forms created on the basis of the template, including for filling in the data of the table "Measures for preparation of	O	Compliant	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		**Offer**	
		work places"; e) A relevant work flow for attestation and approval of the particular order form shall be provided; f) Print-out of the filled in Isolation order form shall be provided; g) Uploading of the signed Isolation order form in the form of a file shall be provided.			
FP-83	Validation of attraction of Contractor's by the E-Viesis	Within the Isolation order management process, if a contractor's personnel is involved in execution of isolation orders, it shall be possible to attract the contractor's personnel in the Isolation order form in the System by automatic receipt of information from the system E-Viesis. The personnel registered with the E-Viesis system can be involved in execution of the Isolation order.	O	**Compliant**	***
FP-84	Generation project function management process support	The Generation project function management process support shall be provided in the System.	O	**Compliant**	***
FP-85	Contractor procurement templates	The System shall provide maintenance of the Contractors' document templates related to the procurement: a) Text data files; b) Costs-schedule forms based on Excel; c) Process support standard workflow configuration. The new system should manage to create the documents necessary for the procurement, which includes MS EXCEL files for the costs schedules of the maintenance repair work scope (for particular contracts) to be filled in by the Tenderer when preparing the offer by using the data maintained in the system. The system should ensure development of documents and the workflow for processes, such as acceptance of completed work or additional work cost and material coordination with contractors that are performing works. *Examples of financial estimates are provided in Technical Specificiation Annex No. 19. and No. 20.* *Work order act form examples are provided in Technical Specification Annex No. 23. and No. 24.*	O	**Compliant**	***

FP-86	Contractors' procurement process support	The System shall provide work flow support for providing the support of the Contractors' tendering process.
		 The following minimum process support shall be provided:
		 a) Receipt of the lists of tendered works from production units and processing per types of works, preparation of the total procurement inquiry;
		     a.1. Planned works;
		     a.2. Scopes of fault elimination works
		     a.3. Amounts of materials
		 b) Preparation of the procurement works costs-schedule and approval work flows;
			O	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		Offer	
		c) The work flow of approval of the budget of the planned tendered procurements; d) Registration of the winner's data and structured uploading of the costs schedules of financial offers in the system; e) Maintenance of the link between the Contractors' contract and the planned works row assignments of the future period. Process performance related with performance of the Contractors' management processes.			
FP-87	Support of the procurement indicative budget process	The System shall provide support of the planning and approval process of indicative budgets of procurements. The minimum process support shall be provided where the user holding relevant rights can perform the following at the personalised work place: a) Processing of the lists of Tendered works received from production units by structuring data per topics and time periods, priorities and types; b) Preparation of the forecasts of indicative costs on the basis of historical procurement result data and the data of amounts actually paid to contractors; c) Preparation of draft budget forecasts and maintenance of versions. The System shall provide a relevant work flow for attestation and approval of the procurement budgets. In the System it shall be possible to add the allocation of the forecasted procurement budget to each procurement project.	O	Compliant	***

FP-88	Procurement planning process support	The System shall provide the tendered procurement planning process per year/ period:
		a) It shall be provided that it is possible to plan procurements for various terms in the System;
		b) It shall be provided that it is possible to plan procurements per types of works;
		    b.1. Planned works;
		    b.2. Faults part (work hours and materials).
		c) It shall be possible to link the planned procurement with the approved procurement inquiries of production sites;
		d) Link of the plan with approved budgets, procurement limits shall be provided;
		e) Support of relevant work flows for approval of tendered procurement plan shall be provided;
		f) Maintenance of plans shall be provided;
		    f.1. Draft plan versions;
		    f.2. Current procurement plans;
		    f.3. Implemented procurement plans;
		    f.4. Cancelled procurement plans.
			O	Compliant	***

FP-89	Planned tender schedules	The System shall provide generation of reports of planned tender reports and their retrieval, including per periods and amounts. Retrieval of reports shall be provided in the form of standard reports in compliance with the Business Intelligence (BI), data analysis and reports FP-128 to FP–139 requirements.	O	Compliant	***

		Requirement of the public service provider:			Offer	
ID	**Requirement title**	**Description**	**Compliance degree**	**Compliance**	**Implementation description**	
		The reports menitoned here are included in the set of 50 reports mentioned in FP-11, FP-58, FP-108, FP-131.				
FP-90	Entering of tender result data and approval thereof	The System shall provide that an employee holding relevant user rights can enter the following data about a completed tender in a structured manner from the personalised workplace view: a) Process statistics by adding the protocols of the Procurement Commission; b) About the winning Tenderer (contractor); c) Select the financial offer data to the System in relevant data fields. The approved winner becomes the Contractor for the purpose of the System processes in the system.	**O**	**Compliant**	***	
FP-91	Performance of contract obligations	The process shall be implemented in compliance with the requirements of the Contract management module.	**O**	**Compliant**	***	
FP-92	Support of the contract performance control	The System shall provide automated controls for the financial control of the contractors' contract obligations, i.e. the following minimum: a) Financial amount of contracted works vs the actual amount; b) Compliance of the applied hourly rate in costs-schedules with the contracted rates; c) Verification of the actually estimated total amounts of works against the maximum amount limit. The System shall provide sending of relevant system notifications to responsible specialists regarding potential warnings. The accurate implementation solution shall be defined during the analysis stage and agreed with the Employer.	**O**	**Compliant**	***	
FP-93	Support of the warehouse stock management process	The System shall provide implementation of the Warehouse stock management process and the work flow support. The warehouse solution shall support the following: a) Maintenance of the data base of spare parts and materials; b) Planning of the stock of spare parts and materials; c) Circulation of the stock of spare parts and materials; d) Maintenance of emergency stock.	**O**	**Compliant**	***	
FP-94	Data base of spare parts and materials	The System shall provide uniform data base of spare parts and materials stock. The following minimum data about each group or unit of spare parts/ material shall be maintained in the data base: a) Spare part/ material nomenclature; b) Description; c) Link with an item; d) Validity term (if applicable); e) Data about the minimum stock level; f) Data about the maximum stock level; g) Data about the current stock level;	**O**	**Compliant**	***	

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		**Offer**	
		h) History of orders, link with the Production item; i) History of issue, link with the Production item; j) Additional conditions.			
FP-95	Stock nomenclature	The System shall provide maintenance of the spare parts nomenclature synchronised with Oracle EBS stock nomenclature structure. *Oracle EBS should be considered as the base system.* *The nomenclature in the system TOPS should be synchronous with the updated nomenclature in Oracle EBS. In turn for inquiries of spare parts and other inquiries from the warehouse TOPS will be the data source and Oracle EBS will be the recipient.*	O	**Compliant**	***
FP-96	Display of current values of stock	The System shall provide display of the current balance of spare part and material unit stock by retrieving data from Oracle EBS Stock Accounting module. Data update cycle: 1 (once) per day.	O	**Compliant**	***
FP-97	Algorithm of estimation of the optimum stock	The System shall provide an automated process for estimation of the Optimum stock for various production spare parts and material groups (for example, filters, seals, consumable materials).	O	**Compliant**	***
FP-98	Preparation of the stock order forecast of the next period	The System shall provide forecasting of the spare part stock for providing the operation works cycle of the next period. The System shall provide automated preparation of the forecast of stock replenishment inquiries on the basis of data about current and minimum spare parts and materials stock in the warehouse. The user holding relevant rights can automatically generate the forecast upon request for various period cycles. The data used for the stock forecast shall be linked with the following: a) The result of estimation of the optimum stock; b) The plan of works for the next period.	V	**Compliant**	***
FP-99	Adjustment of the stock order forecast	The System shall provide that a user with relevant rights may perform manual changes in the stock forecast plan: a) Adding new stock to the order; b) Excluding ordering of a particular spare part/ material; c) Adjustment of the order completion term; d) Development of forecast versions; e) Saving of the "working versions".	O	**Compliant**	***
FP-100	Setting up the optimum stock order	The System shall provide the possibility for the user holding relevant rights to merge stock replenishment orders in groups by creating an optimised order basket.	V	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		**Offer**	
FP-101	Financial amount control from Oracle EBS	The System shall provide automated controls for checking the forecast stock replenishment amount against the available amount of approved financial resources in the groups of particular spare parts/ materials maintained in Oracle EBS. It shall be provided that a system notice is displayed to the user of the replenishment of planned stock is not possible due to the use of financing. The accurate implementation solution shall be defined during the analysis stage and agreed with the Employer.	V	**Compliant**	***
FP-102	Ordering of the stock of the next period	The System shall provide the process support and relevant work flows for the support of ordering of the stock of spare parts and materials of the next period. On the basis of the forecast of the next period, the system shall provide preparation, agreement of the stock order and approval of the order on the side of the production site. Following approval by the manager of the production site, the prepared order is sent to the Logistics Division of Latvenergo AS for execution.	O	**Compliant**	***
FP-103	Individual (upon request) request processing for stock replenishment	The System shall support the process and shall provide the relevant work flows for preparation, approval of an individual request and approval thereof by the production site. The user holding relevant rights can prepared a request from the personalised work place view and initiate the work flow for approval of the request. Following approval by the manager of the production site, the prepared order is sent to the Logistics Division of Latvenergo AS for execution.	O	**Compliant**	***
FP-104	System standard notices	The System shall provide an automated display of notices regarding changes of the stock level at the responsible personnel's work place in compliance with the algorithm agreed with the Employer.	O	**Compliant**	***
FP-105	Support of the process of the requests of issue of spare parts/ materials Support of the spare parts \ materials issue request process	The System shall provide support of spare parts \ materials issue request process. a) It shall be provided that within the Planned or Additional work orders responsible personnel can link a mark regarding necessary spare parts/ materials; b) In compliance with the approved monthly work plan, the responsible personnel fills in the Materials issue request by preparing it from the personalised work place view; c) The System shall provide the relevant work flow for attestation and approval of the material issue request on the site of the production unit and the Logistics Division of Latvenergo AS; d) The System shall provide the reporting process regarding the receipt of the material (Receipt Deed) by ensuring that the responsible employee makes relevant marks in relation to the request completion.	O	**Compliant**	***
FP-106	Request for changes in the stock catalogue	The System shall provide the process support for including and excluding a stock unit from the data base and nomenclature list. A user holding relevant rights can prepare a request from the personalised work place view and initiate the work flow for approval of the request. Following approval by the manager of the production unit, the prepared order is sent to the Logistics Division of Latvenergo AS for execution. The current status in the Spare Parts and Materials data base is displayed after data synchronisation	O	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		**Offer**	
		with Oracle EBS.			
FP-107	Synchronisation of the current stock change data with Oracle EBS	The System shall provide synchronisation of the current stock balance and change information with Oracle EBS. Data update cycle: 1 (once) per day.	O	Compliant	***
FP-108	Stock consumption accounting	The System shall provide the stock consumption accounting and retrieval of reports regarding the use of spare parts and materials as minimum per the following sections: a) Use of spare parts/ materials for planned and additional works; b) Use of spare parts/ materials in planned and additional works performed by contractors; c) Current status of stock; d) Forecast of the use of stock against the current use; e) Stock balance. Retrieval of the report of resource consumption shall be provided in the form of standard reports in compliance with the Business Intelligence (BI), data analysis and reports FP-128 to FP 139 requirements. *The reports mentioned here are a part of the set of 50 reports mentioned in FP-11, FP-58, FP-89, FP-131.*	O	Compliant	***
FP-109	Contractor management process support	The System shall provide the contractor management process support. Contractors are external organisations whose personnel is involved in performance of Planned and Additional repair works in compliance with annual and monthly work plans. The following minimum process support shall be provided in the contractor management process: a) Admission of the contractor's employee to the work; b) Management of work assignments and the contractor's reports on performance of work orders; c) Electronic agreement on costs schedules of unplanned additional works; d) Electronic agreement on performance reports of monthly works (FORMA2). *FORMA2 report is provided in Technical Specificiation Annex No. 21*	O	Compliant	***
FP-110	Contractor process support at production units	The contractor management process functionality is only available at the production units where Contractors are involved in performance of operational works.	O	Compliant	***
FP-111	Register of contractors	The System shall provide creation and maintenance of the register of Contractors. The status of the active user of the register is the basis for creation of the system user, access and operations in the System. It shall be possible to enter and to maintain minimum the following data about each contractor: a) Name, firm details;	O	Compliant	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		**Offer**	
		b) Contract validity term (years, periods); c) Contract documentation attached as a file; d) Contract documentation, financial offer costs schedule as structured data; e) Contract contact persons, the System responsible personnel (project managers, technical managers); f) Contract status (active, inactive, archived); g) History of ordered works; h) Report of active works; i) History of performed works; j) The list of employees performing works within the scope of Isolation orders, link to the Contractor's contract number.			
FP-112	Contractor's personalised work place	The System shall provide creation and maintenance of the Contractor's personalised work place based on the WEB interface. It shall be provided that the Contractor's representative holding relevant rights can access the personalised work environment and perform the following minimum operations: View information applicable to the company; a) Contractor's profile; b) Schedule of annual/ monthly work plans; c) Current work orders (planned and additional); d) Current costs-schedule inquiries; e) Reports. Performance of operations applicable to the company: a) Registration of completion of the work (status change); b) Submit a document (upload a file) *.docx; *.xls; *.pdf; *.png; *.jpg; c) Submit the hour estimation and approve the costs schedule of performance of unplanned works; d) Performance of completion of the technological map; e) Register the personnel for performance of a particular work order; f) Approve the admission to the work within the isolation order/ ordinance process; g) Submit a report on the actually consumed time for performance of unplanned works; h) Prepare and submit the draft of identified Fault act; i) Perform the approval process of the report of the period works; j) Initiate/ respond to correspondence.	O	**Compliant**	***
FP-113	Support of the pricing process	The System shall provide the work flow process support in cases when the work performance costs schedule has to be received from the Contractor for performance of unplanned works. Initiation of the relevant work flow by the responsible specialist shall be provided. Main process actions:	O	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Offer	
				Compliance	Implementation description
		a) Preparation of the costs schedule inquiry and approval on the side of the production unit; b) Cost schedule inquiry submission to the contractor for provision of the evaluation; c) Submission of the offer of the costs schedule by the contractor; d) Final approval of the costs schedule by the manager of the production unit. The costs schedule becomes a document of agreement of performance of the works and shall be maintained in the System as a part of the contract performance documents.			
FP-114	Approval of the contractor's reports	The System shall provide the work flow for approval of the Contractor's reports. It shall be provided that the FORMA2 report generated by the System is available at the Contractor's work place and the user holding relevant rights can approve the report. During the analysis of the process, in the course of setting the sequence of the work flow the procedure of acceptance of work stages of Latvenergo AS shall be considered.	O	Compliant	***
FP-115	Adding documents	It shall be possible to attach technical documentation of the equipment object to the equipment object card and to maintain it. It shall be provided that the documents attached in the System and the structured data are stored in the electronic file storage and the active link to the particular document file is maintained in the equipmwnt object card. It shall be provided that the file storage supports data attachment, editing and deletion.	O	Compliant	***
FP-116	Uploading of files	The system user holding relevant rights shall have the possibility of attaching a file (s): a) to any hierarchy level and entries of other types; b) to add a file as a hyperlink to an external resource; c) support (but not limited to) .doc; .docx; .xls; .xlsx; .pdf; .jpg; .gif.; .png; .tiff, .zip file formats; d) support permitted file sizes.	O	Compliant	***
FP-117	Import of structured files	The System shall provide the possibility of importing structured recognisable files (XML, CSV, ...) and stating the compliance to which System field information from files needs to be imported.	O	Compliant	***
FP-118	Check against viruses	All the files shall be checked and free from viruses in order to ensure safe and continuous System operation. Antivirus check shall be performed for all the files which are uploaded to the System The Contractor shall provide correct application configuration. For example, on the application side it should be possible to perform initial data checking regarding file formats and sizes. The antivirus software is installed on the Employer's infrastructure and will be maintained by the Employer.	O	Compliant	***
FP-119	Maintenance of the documentation history	The System shall provide maintenance of the history of documents attached to equipment objects - when and who has made changes (for example, a new file added, information about what changes were made to the file is unnecessary).	O	Compliant	***

	Requirement of the public service provider:				Offer	
ID	**Requirement title**	**Description**	**Compliance degree**	**Compliance**	**Implementation description**	
FP-120	Archiving of document files	The System shall provide automated functionality for archiving of historical files in compliance with the data archiving procedure of Latvenergo AS and the requirements of the legislation of protection of personal data.	O	**Compliant**	***	
FP-121	Digitalisation of production logs	Within the System implementation the Contractor shall digitalise up to 10 logs used in the production process. *Examples of Operation logs are provided in Technical Specification Annex No. 4., No. 5., No. 6., No. 7., No. 8., No. 9., No. 10. and No. 11.*	O	**Compliant**	***	
FP-122	Content of electronic logs	Digitalisation of existing paper logs shall be performed in the System in compliance with the result of performance of FP-10 requirement and the scope agreed with the Employer, for example: a) Log of registration of Isolation orders, ordinances; b) Log of gas dangerous works; c) Logs of activities used in hydro power plants; d) Operational logs of production units; e) Equipment event register; f) Switch-overs (beginning - end); g) Daily admission to performance of works; h) Processing of emergency events.	V	**Compliant**	***	
FP-123	Signing of electronic log entries	A solution for electronic signing of electronic log entries shall be offered during the analysis stage and agreed with the Employer. *The documents to be signed are prepared in the system (e.g. Isolation orders). At the moment after being prepared in the system the documents are printed out, signed with physical signature, scanned and uploaded to the system. The solution described in this requirement shall provide an in-system signing of the documents prepared in the system.*	V	**Compliant**	***	
FP-124	Maintenance and archiving of electronic logs	Maintenance and archiving of electronic logs shall be implemented in compliance with requirements from FP-115 to FP-120.	O	**Compliant**	***	
FP-125	Search window	The System shall provide information search and display of results. The search activity shall be started from the Personalised user view.	O	**Compliant**	***	
FP-126	Search parameters	It shall be possible for the user to select and to set search parameters allowing performing of query in all the tables (technical items, work assignments, failure applications, events, etc.) according to all the fields accessible for the user, their combinations, different values, value intervals, functions. The User can save the query and upload it for repeated search. It shall be possible to perform the search by entering an accurate phrase or general keywords. General search restrictions can be configured by the administrator.	O	**Compliant**	***	
FP-127	Export of search	The System shall provide export of search results in the format that can be processed by MS Office or	O	**Compliant**	***	

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:			**Offer**
	results	equivalent software.			
FP-128	Data availability in the data warehouse	The System architecture shall provide for BI implementation solutions considering the process performance requirements and impact to performance of other processes. *The System should be capabale to analyse data by utilizing IFS buil-in tools. For additional needs the Employer will provide the third party BI tools licences (Oracle Business Intelligence).*	**O**	**Compliant**	***
FP-129	Regularity of data transfer	Transfer of system data analysis shall be provided at defined regularity. During the Analysis phase the Contractor shall agree with the Employer on the regularity of data transfer for various data groups.	**O**	**Compliant**	***
FP-130	Report definition tool	The Contractor shall provide the report definition tool allowing the user holding relevant rights to define and add new operational reports to the System. The report definition tool shall provide for the following: a) The possibility to select report input data from all the data stored in the System; b) The possibility to specify filtering (which entries should be displayed), sorting (the sequence of displaying entries) and grouping (in which groups entries should be combined) criteria; c) The possibility to use aggregation functions and estimation functions; d) The possibility to use logic expressions; e) The possibility to produce crosstables, type reports; The report definition tool shall provide the following possibilities of formatting the result; f) Selection of the arrangement of the report elements, including for the report heading, tables and graphic elements; g) Preparation of composite reports which may contain several mutually related tables and graphs; h) Definition of report formats and saving of a report; Support ofthe Latvian language, UTF-8, Unicode and Windows character sets.	**O**	**Compliant**	***
FP-131	Content of TOPS standard reports	The System shall maintain and provide accessibility of up to 50 standard reports on process performance. In the analysis phase the Contractor shall define and agree with the Employer on the full report scope to be implemented: a) Annual plan (aggregate plan, completed, not completed, re-scheduled, delayed, structural units); b) Planned works rows; c) Planned works (months, structural units); d) Performance of works (aggregate plan, completed, not completed, re-scheduled, delayed, structural units); e) Additional works (aggregate, completed, lengths, structural units); f) Contractor work report (FORMA2); g) Contractors' contract performance, contract volume balances; h) Technical reports split per periods, structural units, etc; i) Warehouse process reports. *The 50 reports mentioned here includes the reports menitoned in FP-11, FP-58, FP-89, FP-108.*	**O**	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		**Offer**	
FP-132	Production of reports	The Contractor shall provide configuration of defined standard reports and their attachment to relevant user groups.	O	Compliant	***
FP-133	Report distribution interface	The System shall provide services allowing external systems to obtain standard reports via standardised data distribution interface.	O	Compliant	***
FP-134	Structure of data transmission to Crystal Reports	The Contractor shall implement a standardised solution for transfer of the System data to Crystal Reports tools for preparation of reports which will be prepared outside the System also in future.	O	Compliant	***
FP-135	Data analysis upon request	The System shall provide that the user holding relevant rights can perform data inquiry and perform minimum the following operations: a) Select; b) Group by applying various criteria; c) Arrange by applying various criteria; d) Performed in-depth data analysis by moving across various data detail levels; e) Select application of various calculations to data. f) Select various data display options including various types of graphs.	O	Compliant	***
FP-136	Retrieval of reports	The System shall provide that the user holding relevant rights retrieves the result from the system inquiry in formats that can be processed with MS Office or equivalent software.	O	Compliant	***
FP-137	Display of reports	The System shall provide display of the data stored in the data warehouse and maintained reports in the individualised user's work place.	O	Compliant	***
FP-138	Anonymisation of personal data in reports	The System shall provide the possibility to state whether identifiable personal data should be anonymised in the display of the report. Anonymisation of the information containing identifiable personal data shall be ensured by means of automated tools in the reports prior to generation/ publication of the report.	O	Compliant	***
FP-139	Archiving of historical reports	The System shall provide automated functionality for archiving of historical data and reports in compliance with the data archiving procedure of Latvenergo AS and the requirements of the legislation of protection of personal data.	O	Compliant	***
FP-140	Administrator's access	It should be possible to use Latvenergo AS defined secure remote access tools when connecting to the System remotely.	O	Compliant	***
FP-141	Interface language of the System administrator	The System administrator's interface shall be in Latvian or English. The Employer shall have the possibility to correct and/ or supplement the translation from the administration pane or in a special file accessible to administrators in a simple way, the translation may not be incorporated in the software code.	O	Compliant	***
FP-142	Definition of	The Contractor shall provide definition of the system role set. The initial set of roles shall provide for	O	Compliant	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		**Offer**	
	user roles	the possibility of assignment of one or several roles by the system user.			
FP-143	Matrix roles	The System shall provide for the possibility of creating and managing services and groups in the organisation matrix structure. *The term matrix structure here refers to maintenance organizations that are not affiliated with particular sites and can provide service to various production sites*	V	**Compliant**	***
FP-144	User rights management	The rights management section allowing definition of the user access rights shall be available in the System. The access rights shall be defined based on the following minimum parameters: a) Information resource type; b) System section; c) Type of the action to be performed (reading, writing, deleting); d) Process steps based on other parameters to be corrected during the analysis phase The sets of user access rights shall be combined under roles. Roles shall be assigned to both individual users and to the groups of the active directory of Latvenergo AS. The user accounts cannot be deleted, the account status is changed to inactive.	O	**Compliant**	***
FP-145	Provision of operations	The System shall provide the following operations: a) Creation, changing and disabling of users and user groups; b) Setting of the password length and use of special characters; c) Definition of the account validity term; d) Definition of access to particular system modules, structural unit, items, equipment, etc. for each user; e) Definition of the right to create particular works or a planned outages for each user; f) Definition of the access rights to particular data fields to each user/ role; g) Setting of the times of entry of an incorrect password until blocking of access.	O	**Compliant**	***
FP-146	Verification of access rights	The System shall provide that prior to each access to an individual item (function) for which the access control is set the verification of the access rights is performed. The access will be allowed if the verification of access rights has been successful and the user has the right to access the item (function) at the relevant moment. During the analysis the Contractor shall set and agree with the Employer on the algorithm for each access control based on which it will be determined if there is or is not the right to access during the rights control.	O	**Compliant**	***
FP-147	Access traceability	The possibility of registration of each access to the data base shall be provided by identifying the user and the time of access. Any access to the System shall be traceable to the particular System user's account or the Internet Protocol (IP) address.	O	**Compliant**	***
FP-148	Selection of users	The administrator shall be able to select information about users whose access to the System has been blocked due to entering a wrong password.	O	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		**Offer**	
FP-149	Replacement of executors	The System shall provide the possibility of defining replacements of employees. The replacing employee shall take over the work orders of the replaced employee for the replacement term.	**O**	**Compliant**	***
FP-150	Session interruption	The administrators shall be able to interrupt any session for a particular user or a user group.	**O**	**Compliant**	***
FP-151	Rights verification	The administrator shall be able to easily switch over to any user/ group role in order to verify the rights assigned to it, their restrictions, etc.	**O**	**Compliant**	***
FP-152	Closing of the user account	The possibility of closing the user account shall be provided for the system administrator (it is not allowed to create a session for a closed user account). Upon closing a user account, the System will verify if the relevant user does have an active user session in the System, and if there is an active session it will be automatically interrupted.	**O**	**Compliant**	***
FP-153	Configuration of file type and sizes	The possibility of restricting the types of files or the size of a single file to be attached shall be provided to the administrator.	**O**	**Compliant**	***
FP-154	Templates of documents to be maintained in the System	The System shall provide the possibility of maintaining document templates by ensuring their attachment, correction, deletion. The possibility of linking the use of a template with a particular System process and/ or work flow shall be provided.	**O**	**Compliant**	***
FP-155	File management	The Administrator shall have the possibility of optimising attached files by deleting duplicates and transferring relevant links in the system to the unique file. The Administrator shall be able to preview each file and to open each particular file for its in-depth examination during this process.	**O**	**Compliant**	***
FP-156	Restoration of deleted information	Administrators shall have the possibility to restore information (change its status) conditionally deleted from the interface by the user.	**O**	**Compliant**	***
FP-157	Management of work flows.	The System shall provide process management with work flows.	**O**	**Compliant**	***
FP-158	Configuration of work flows.	The System work flow shall be created from individual steps (each work flow may consist of several steps) where each work flow step is a pre-defined operation by providing the following requirements: a) Steps of a work flow can be freely attached, changed and deleted; b) One or several executors may be specified in each work flow step; c) Sequential or parallel performance may be specified in each work flow step; d) It shall be possible to define different ways according to which the work flow should process depending on performance of the current step in the work flows; e) There shall be the possibility of setting various conditions how a work flow should progress depending on the data filled in the work order in the work flows; f) It shall be possible to specify whether a step should be performed by all the executors specified in	**O**	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
	Requirement of the public service provider:			**Offer**	
		the step or only one of them in the work flow steps;			
		g) It shall be possible to display information about actions performed within data flow steps in the form of a work order; It shall be possible to present the information visually in different colours, for example, by presenting a rejection action in red;			
		h) It shall be possible to specify whether the work flow step will be delegated to a replacement executor in case of absence of the executor in a work flow step;			
		i) It shall be possible to specify dynamic executors who will be automatically read from the work order form fields in a work flow step, for example, if the creator of the work order is specified in the work order, the work flow sends the work order to the specified user within the relevant steps;			
		j) Work flow management takes place by means of the status transitions available in the step;			
		k) The sequence of progress of the work order, the responsible person and the persons who approve the work order within the approval process or similarly, as well as a structural unit is specified in the work flow.			
		l) The possibility of attaching an unrestricted number of work order groups (subgroups) and the number of work orders to each work flow shall be provided;			
		m) There shall be the possibility of setting automated creation of another work order/ application which is as a subordinate work order or a related work order in the work flow step.			
FP-159	Configuration maintenance	Changes in work flows enter into force after saving them in the configuration pane without restarting the system. In case of necessity of the System restart for changes to come into force the System should display a proper message. Upon saving flows, the system shall verify their integrity by determining if changes will not cause any complications, including, in the initiated flows. Upon finding complications, the system shall notify the implementer of changes by displaying a relevant warning, etc.	O	Compliant	***
FP-160	Management of classifications	In the System there shall be a section of classification management where the classifications needed for the System operation are maintained. The System shall provide the possibility to add new, to edit and to cancel classification values. The search of values and their filtering based on most important field shall be provided in classifications where the number of entries is important. It shall be possible to export the classification to MS Excel type files.	O	Compliant	***
FP-161	Structure of classifications	Classifications with a varied level of complexity are provided in the System. The System shall support hierarchy classifications. It shall be possible to add other additional parameters to classification entries without an entry code and title. There shall be possibility to "hide" classifier entries – entries are not shown in user interface but are editable, and "block" – entries are not displayed in user interface and are not editable.	O	Compliant	***
FP-162	Historical values of classification	The System shall provide that historical entries display the classification values that were in force at the moment of creating the entries. Only the classification values whose validity period contains the moment of creating the entry are displayed to users at creating new entries.	O	Compliant	***

		Requirement of the public service provider:			Offer	
ID	**Requirement title**	**Description**	**Compliance degree**	**Compliance**	**Implementation description**	
FP-163	Thematic groups of classifications	In the System the classifications shall be grouped per topics in order to improve the transparency of the list of classifications.	V	**Compliant**	***	
FP-164	Rights of administration of classifications	In the System it shall be possible to assign the rights of administration to users regarding particular classifications or groups of classifications.	V	**Compliant**	***	
FP-165	External classifications	Classifications received from other information systems shall be maintained in the System (for example, the Organisation Classification). Receipt of classification data from systems and dispatch thereof shall be provided by using the data exchange interfaces to be developed.	O	**Compliant**	***	
FP-166	System information notifications	The System shall provide the possibility to the administrator to configure the System notices, i.e. to create notification texts and the conditions of display thereof. The System standard notification shall be in an easy to understand language and comply with the topic. The possibility to notify planned interruptions and other system events to users by means of a system information notifications shall be provided.	O	**Compliant**	***	
FP-167	Setting of system notifications	The Administrator shall have the possibility of setting system notifications visible to all users in individualise work place.	O	**Compliant**	***	
FP-168	System operation modes and relevant notifications	It shall be possible to switch on the System in the service mode. In the service mode it is not possible to authorise in the system, the information notification shall be presented notifying users about the unavailability of the System. The System shall provide the possibility of notifying the scheduled maintenance works of the System to users in the following manners: a) By displaying a notification defined by the administrator at the moment when the user connects to the System; b) By displaying a notification defined by the administrator to all the active system users.	O	**Compliant**	***	
FP-169	Notification of users	The System shall provide sending of system notifications to users to e-mail or as an SMS. The Employer intends to use SOAP services for sending SMS. Sending of the notification to relevant employees shall be provided regarding a new work order, current works and events status changes, delay of terms, etc.	O	**Compliant**	***	
FP-170	TOPS data migration	The Contractor shall provide the data migration process from the TOPS solution in production by complying with the following conditions: a) The data to be migrated are identified within the analysis and are described accordingly; b) Prepared for migration by including ensuring compatibility of data structures. The data migration process shall be performed as a part of the System implementation project.	O	**Compliant**	***	

	Requirement of the public service provider:				Offer	
ID	**Requirement title**	**Description**	**Compliance degree**	**Compliance**	**Implementation description**	

FP-171	Data migration stages	The Contractor shall perform minimum the following activities within the data migration:
		a) Perform data analysis in compliance with the processes defined within the analysis stage aimed at finding the data which:
		    a.1. should be migrated in full scope;
		    a.2. are duplicated;
		    a.3. do not comply with the planned System functionality or are not suitable for migration in any other manner.
		b) The data migration plan shall be developed and agreed with the Employer;
		c) The data migration scripts and data migration instructions shall be developed.
		d) Data migration quality checks (in the form of scripts or a different form) shall be prepared allowing assuring regarding the quality and quantity results of data migration.
		e) Advisory support shall be provided to the Employer during data migration and testing of data migration.
			O	**Compliant**	***

FP-172	Data migration type	In the course of planning data migration from the current TOPS, migration by application of automated tools shall be provided as far as possible for conversion and migration of the core data. Justification beyond manual data migration and the technical implementation solution shall be agreed with the Employer prior to inclusion in the data migration plan.	O	**Compliant**	***

FP-173	Data sets to be migrated	The Contractor shall provide migration of the following minimum data from the current TOPS. The full migration scope shall be defined and agreed with the Employer in the result of the analysis of the business processes.
		Identified data sets to be migrated
		a) Self- made classifications maintained by TOPS by securing compatibility of classification values with the System standard classifications as necessary;
		b) Register of items;
		    b.1. Equipment object card;
		    b.2. History about the Equipment object;
		    b.3. History of actions.
		In the course of migration of the data of the Equipment object Register, the structural and content compatibility of data structures (data mapping) from the old structure of Equipment object Register to the new KKS structure of the Equipment object Register.
		c) Valid contractors' contracts the validity term of which is in force at the moment of the System implementation and performance of obligations.
		d) Current annual work plans;
		e) Current monthly work plans;
		f) Current planned maintanance works rows;
		g) Templates and data set current for creation of reports and accounts;
			O	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
Requirement of the public service provider:				**Offer**	
		h) Current works descriptions (Standard works),			
FP-174	Logging of the migration process	The Contractor shall provide logging of the data migration process.	**O**	**Compliant**	***
FP-175	Migration environments	Data migration process shall be first tested in the Employer's test environment. If data migration tests are successful the data migration shall be performed in the production environment. Data migration in the production environment shall be planned within the context of the System implementation in production.	**O**	**Compliant**	***
FP-176	Roll-back scenario	In the course of planning data migration, the Contractor shall also provide a roll-back scenario which shall be implemented in the case if the data migration is not successful.	**O**	**Compliant**	***
FP-177	Content details of data exchange requirements	The Contractor shall describe in detail all the data exchange content integration with other systems during the analysis stage in order to secure the data exchange necessary for performance of business processes. The following shall be defined as minimum for each data exchange: a) Structure of the data sets to be exchanged; b) Change synchronisation interval; c) The type of a service call.	**O**	**Compliant**	***
FP-178	Data exchange interface formats	The System shall provide the use of the following data exchange formats as minimum: XML, CSV, TXT; JSON.	**O**	**Compliant**	***
FP-179	Data exchange protocols	Use of the following minimum data exchange protocols shall be provided for implementation of integration: a) SOAP (Simple object access protocol); b) REST (Representational state transfer); c) WSDL (Web services description language).	**O**	**Compliant**	***
FP-180	Data transport protocols	Within data exchanges implementation and compatibility of the following minimum transportation protocols shall be ensured: a) SMTP; b) HTTP / HTTP(s).	**O**	**Compliant**	***
FP-181	Parameter settings	If the System supplier has developed specific API services, the Employer shall have the possibility to configure these services by themselves by setting the service parameters;	**O**	**Compliant**	***
FP-182	Quality and quantity controls for external data	The following needs to be provided for in implementing data exchange interfaces with the external information systems: a) Quality data controls allowing assuring that the delivered data are suitable for their goal of use. Depending on the type of integration the data controls can be (but are not limited to) XSD and	**O**	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		**Offer**	
	exchange interfaces	WSDL validation rules. Quality data controls are adjustable to each data exchange interface individually; b) Quantitative data exchange controls which are specially developed in addition to the web services by using control amounts allowing assuring that all the data have been transferred. This requirement describes the process of controlling sent and received data sets for data discrepancies and data losses. This requirement is not related to network protocols.			
FP-183	Interface documentation and use of services	The Contractor shall ensure development and maintenance of the technical interface documents (for example, API description, message structure, etc.) and data formats for the data which could be exported from/ imported to the System Documentation shall be comprehensive and sufficient for the third party developer to perform integration design and development.	**O**	**Compliant**	***
FP-184	Use of the data exchange interface solution	The Tenderer shall attest that the Employer or an integration service provider selected by the Employer is entitled to use the technical interface documentation and technical interfaces for design and development of integration solutions.	**O**	**Compliant**	***

Table 4 Non-functional requirements

	Requirement of the public service provider:				Offer	
ID	**Requirement title**	**Description**	**Compliance degree**	**Compliance**	**Implementation description**	
NFP-01	Traceability of requirements	The Contractor shall include a table containing attestation of compliance of the technical offer with all the specification requirements by stating the form of how the particular requirement will be implemented in its technical offer.	**O**	**Compliant**	***	
NFP-02	Detailed description of the requirement performance description	Description of compliance with requirements in the technical offer shall be sufficient in order to clearly describe the mechanism of implementation of the requirement or tools (means) by which the requirement can be complied with and the Contractor's understanding of the offer. A description containing only re-written requirement wording or containing only the promise of compliance with requirements, a description which contradicts technical specification requirements or a description with the offer of compliance with other requirements will not be considered detailed and such tender offers will not be evaluated. *In some cases in the description of the implementation, for the requirement defined for attesting its compliance, it is allowed to use certain wording from the requirement and this will not be considered a breach of the requirement and the tender offer will not be rejected.*	**O**	**Compliant**	***	
NFP-03	Scope of the implementation project	Within the scope of the contract price offered by the Tenderer, the Contractor shall perform the following minimum works (not limited to) in compliance with the requirements of the present Technical Specification: a) Prior to commencing the System implementation works, the Contractor shall develop and agree with the Employer the Project management plan and the description of the System architecture: b) During the project performance management shall be done according to the developed Project management plan; c) In addition to maintenace of the licences owned by the Employer the Contractor shall deliver and maintain IFS licences necessary for provision of functionaly. d) Analysis and documentation of the software requirements shall be done; e) The Register of Items shall be developed in compliance with KKS codification system; f) The System design and implementation of modules shall be performed, including development of inter-system interfaces; g) The System testing shall be performed; h) The data migration shall be performed; i) User training shall be performed.	**O**	**Compliant**	***	
NFP-04	Project methodology	The Contractor shall offer and provide the system implementation management during the project performed in compliance with an internationally recognised development methodology. The development methodology shall provide for the System development in parts. Development stages may overlap in time.	**O**	**Compliant**	***	

				Offer		
		Requirement of the public service provider:				
ID	**Requirement title**	**Description**	**Compliance degree**	**Compliance**	**Implementation description**
NFP-05	Term of TOPS implementation project	The system implementation shall be done during 2 (two) years as from the day of signing of the Development Agreement. The System implementation shall be split in logic stages (sub-projects) where attainable goals are set for every sub-project. Every sub-project consists of one or several logic functionality units in compliance with the Tenderer's offer where the System version to be implemented in production is developed at the end of each stage. Each stage presents an incremental software item which shall be tested according to the particular functionality requirements.	O	**Compliant**	***
NFP-06	Organisational structure of the project	The Contractor shall offer a detailed project organisation model by providing the following minimum structures: a) Project management committee; b) Project working group; c) Project task forces.	O	**Compliant**	***
NFP-07	Project working language	The project working langualge incl. meetings and communication (including warranty and maintenance services) can be held in Latvian or English and the Project management documents incl. project's progress reports can be delivered in Latvian or English. If specialists who do not know Latvian or English are involved during the Project, the Contractor shall provide interpreting free of charge in communication between these experts and the Employer. Certain Project documented deliveries can be delivered in English upon prior agreement with the Employer thereof. The Contractor shall develop as minimum the following deliverables in Latvian: a) User instructions; b) KKS classification instruction; c) Training materials and provision of training at production units.	O	**Compliant**	***
NFP-08	Risk management	During the whole project implementation period, the Contractor shall perform risk identification, analysis, assessment, monitoring and control, planning and implementation of risk mitigation and/ or prevention measures according to the selected project management methodology. The list of risks shall be updated during the whole implementation project and it shall be provided that all the parties involved in the project have access to the updated version.	O	**Compliant**	***
NFP-09	Project meetings	The Contractor shall arrange the System implementation project meetings at the venue specified by the Employer in the administrative territory of Riga: a) Project kick-off meeting - within 5 (five) business days following mutual signing of the procurement contract;	O	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
	Requirement of the public service provider:			**Offer**	
		b) Meetings of the project management committee - minimum once a month if the parties do not agree to the contrary; c) Project working group meetings - as necessary.			
NFP-10	Project plan	Upon starting the implementation project, the Contractor shall prepare the Project Management Plan and maintain it updated during the System implementation. The Project Management Plan is considered the main planning document of the project and it may not contradict with subordinated (testing, quality provision, etc.) plans. If subordinated plans contradict the Project Management Plan, the Contractor shall update the Project Management Plan and submit it to the Employer for approval	O	**Compliant**	***
NFP-11	Implementation project reports	The Contractor shall prepare and electronically submit monthly project report to the Employer's Project management committee regarding the project task projects, achieved milestones, open risks/ issues and necessary decisions. The report shall be submitted to the Employer's project manager latest 2 (two) business days prior to the scheduled meeting of the Project Supervision Committee where the report shall be approved.	O	**Compliant**	***
NFP-12	TOPS architecture document	The system architecture document shall be developed and agreed with the Employer prior to commencing the System configuration works in the development environment. During the project the Contractor shall maintain the system architecture description updated. The System architecture description is considered the main document describing the system structure and it may not contradict with other subordinated deliverables. If deviations from the system architecture description are envisaged in any of the deliverables, the Contractor shall correct the system architecture description and deliver it to the Employer for repeated coordination. The system architecture description shall be developed in compliance with the requirements of standard "ISO/IEC/IEEE 42010:2011 Systems and software engineering – Architecture description" (or equivalent) and in compliance with the project development methodology.	O	**Compliant**	***
NFP-13	System documented deliverables	During the implementation project the Contractor shall prepare and agree with the Employer the following minimum documented deliverables of the System: a) The System architecture description; b) The software requirements specification; c) The interface requirements specification; d) The software design description; e) The data migration design description; f) The data migration plan; g) The software testing plan; h) The software test description; i) The testing (summary) reports;	O	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		j) The Administrator's Handbook (including the installation/ configuration description); k) The software version description by including the following description elements - identification, description, configuration, configuration verification, installation, rollback scenario, automated scripts; l) Software; m) Back-up copying and the operation restoration plan; n) Training plan and training materials (according to the System user groups); o) Automated test scripts, test data sets and the software needed for operating tests. The Employer is entitled to comment and to reject submitted documented deliverables until processing of all comments and elimination of all objections.			
NFP-14	Traceability of requirements	The Contractor shall maintain and deliver the requirement traceability table to the Customer ensuring traceability of all the (functional, non-functional and organisational) requirements of the Technical Specification against the software specification requirements, design items and test scenarios. The traceability table of requirements may be maintained as a separate deliverable or included in the deliverables provided for by the Technical specification.	O	Compliant	***
NFP-15	Format and signing of deliverables	Documentation deliverables shall be submitted in an electronic editable format (for example, recognised by MS Office, MS Visio, OpenOffice or LibreOffice). The system administration documents may be in Latvian or English. The Contractor submits the documents of final deliverables signed with a secure electronic signature.	O	Compliant	***
NFP-16	Update of documented deliverables	The Contractor shall maintain all the system implementation project plans and deliverables updated during the whole life cycle and shall provide that all the parties involved in the project have access to updated plan versions by using the uniform document circulation and electronic communication environment.	O	Compliant	***
NFP-17	Update of software versions	In each following delivery the Contractor shall deliver the updated versions of the system documented deliverables provided by the Technical Specification by providing configuration and version management according to the requirements of the present specification, as well as deliverables needed for the System operation according to the industry best practice.	O	Compliant	***
NFP-18	Training plan	The Contractor shall provide planning of training, prepare and agree with the Employer the Training plan. The Training plan shall contain a detailed description of the training goal, content, time schedule, define requirements for the trainee groups. Prior to training a sufficiently stable System version shall be developed in order to provide the practical part of the training and the relevant System documentation shall be completed.	O	Compliant	***
NFP-19	Training materials	The Contractor shall develop and agree with the Employer and deliver training materials. Training	O	Compliant	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:			**Offer**
	and instructions	materials shall be developed in the form of structured instruction and contain links to the particular instruction sections.			
NFP-20	System instruction	The system shall provide accessibility of the help function that may be called by the user from any system screen. The content of the reflected help information shall be linked to the particular screen form from which the help function was called (*context sensitive help*). Electronic help shall contain the search functionality.	V	**Compliant**	***
NFP-21	Training detail level	The Contractor shall provide training of the System users to the level that they are able to use the System independently for performing the processes performed by the responsible employees of the relevant function. Trainings of all the user groups shall include both a theory part and the System operation demonstration, as well as a practical part with training tasks.	O	**Compliant**	***
NFP-22	Administrator training	The Contractor shall provide the System administrator training to the level that the administrator can independently perform the System administration, monitoring, maintenance, back-up copying, operation restoration and update installation measures.	O	**Compliant**	***
NFP-23	System user trainings	The Contractor shall provide training of the following minimum user groups: a) The System main users, management process administration (up to 15 employees); b) The System end users at larger production units (CHPP, HPP, total 5 instances – at smaller sites (Ainažu WPP and Aiviekstes HPP) separate training is not envisaged) (up to 200 employees); c) Latvenergo business unit users (PRF, ILF, IT, EVTF); (up to 20 employees); d) Contractors (up to 15 representatives). The Contractor shall provide training of the System users to the level that they are able to use the System independently in compliance with the function assignments and for execution of the processes included in their official duties. Minimum requirements regarding training topics: e) Creation of individualised user work places (lobby) - main users; f) Working with the system by using its user interface and its functions, the system search functionality in the simple mode and extended mode - all the employees; g) Entering data in the System - all the employees, in compliance with the processes in the production function; h) Processing of the work assignments - all the employees, in compliance with the processes in the production function; i) Preparation of annual, monthly plans and management thereof - management/ project specialists in production units, the structural units supervising the production operation of Latvenergo; j) Warehouse management - all the employees, in compliance with processes in the production	O	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		function, the structural units supervising the production operation of Latvenergo; k) Contractor management - all the employees, in compliance with processes in the production function, the structural units supervising the production operation of Latvenergo, contractors' representatives; l) Review of reports, accounts, data analysis - main users, production function managers, the structural units supervising the production operation of Latvenergo.			
NFP-24	Number of trainees and training venue	Within the training the Contractor shall train totally up to 250 System users. Each training group shall be trained on the topics needed for them for performance of direct duties, performance of relevant business processes. Training shall be done at the Employer's premises in Riga, Riga region, Ķegums and Aizkraukle.	O	Compliant	***
NFP-25	Architecture levels	The architecture of several levels shall be created in the System with the following separated levels: a) The User interface level providing display of the system functionality in compliance with the users' needs and usability requirements; b) The Business logic level providing transformation of users' functional requirements into data processing inquiries according to the business laws defined in the System; c) The integration level providing execution of function calls and data exchanges defined on the business logic level with related information systems; d) The data processing level providing data storage, integrity and control. The data processing level shall be implemented with data base management system tools.	O	Compliant	***
NFP-26	TOPS modularity	The system shall be modular. The offered solution shall provide for adding new functional modules to the System without affecting the operation of introduced functional modules. In the System there shall be the possibility of installation of data logic or business logic changes without the necessity of suspending the operation of the whole system.	O	Compliant	***
NFP-27	Authorisation of operations	In the System there shall be the possibilities of authorisation of user operations on all the architecture levels, i.e. it shall be possible to set and maintain the user access levels according to assigned roles.	O	Compliant	***
NFP-28	TOPS scalability	The System shall be vertically and horizontally scalable on the level of application servers and data base servers. The Tenderer shall provide the architecture solution allowing expansion of the System performance in future by adding additional hardware without causing operational disturbances.	O	Compliant	***
NFP-29	Maintainability	It shall be provided that the System which is formed by supplementing the standard product functionality, implementation of additions is such that it is possible to transfer the System to a newer product version without the System changes.	O	Compliant	***
NFP-30	Information archiving	The System shall provide archiving of all the maintained information in compliance with the business process requirements.	O	Compliant	***

	Requirement of the public service provider:				Offer	
ID	Requirement title	Description	Compliance degree	Compliance	Implementation description	
NFP-31	Continued operation	The system shall provide continuous availability to users 24 (twenty four) hours a day 7 (seven) days a week. The system availability time shall not be below 99.5% during the business hours of Latvenergo AS over a year and not below 99% during the rest of time. The availability time shall be calculated over a period of one year and also scheduled downtime time shall be included in the non-availability time. The length of an individual downtime instance may not exceed 2 (two) hours during the business hours of Latvenergo AS and 4 (four) hours during the rest of time.	O	Compliant	***	
NFP-32	Continuity of operation during the software update	It shall be possible to perform installation of the System versions or updates without any interruptions of the System operation or minimum interruptions of up to 24 (twenty four) hours over a period of 12 (twelve) months.	O	Compliant	***	
NFP-33	System operation restoration	System restoration from a back-up copy within maximum 8 (eight) hours. This time does not include infrastructure renewal and / or configuration.	O	Compliant	***	
NFP-34	Interface language	The System user interface shall be available in Latvian.	O	Compliant	***	
NFP-35	Browser support	The System WEB usage interface shall be available by using the WBE browser. The interface shall provide the possibility of using the following browsers as minimum: a) MS Internet Explorer (the current version used by Latvenergo AS); b) FireFox (the latest version); c) Google Chrome (the latest version); d) Safari (the latest version); e) MS Edge (the latest version).	O	Compliant	***	
NFP-36	Accessibility of the interface from mobile devices	The user interface shall be developed by using the adaptive design methods which provide accessibility of the user interface on mobile devices (tablets or smart phones) by using Apple iOS, Android or Windows platform standard browser (current versions) (the parties will agree on the current versions at signing the agreement upon the condition that the support shall be provided for the version which is current at the moment of signing the agreement).	O	Compliant	***	
NFP-37	Interface usability	The System design and the user interface shall comply with the following requirements: a) The user interface shall be convenient and ergonomic; b) The language used in the interface (words, phrases) shall be understandable for users; c) The size of entry fields shall correspond to the volume of the data to be entered (length), i.e. the field shall not be too big or too small, it shall be possible to enter all the information necessary for performing the process by working in a single screen form; d) Configurable codification values shall be proposed for filling in information as far as possible (selection of data from a list);	O	Compliant	***	

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		e) Within the system, by labelling the same item on various screens, the same terms and signs shall be used; f) Within the System the information content in various screens shall be correct in essence, i.e. for example, if in the system original language the essence of the matter can be explained by the same word and in Latvian it is necessary to use different translations of the words, the word translation compliant with the essence shall be used in each individual screen. g) System standard notifications shall be in the language easy to understand for the users, they shall clearly explain the essence of any issues and propose further action version; h) System notices shall contain only the volume of information which is essential for the System operation and performance of the user's functions; i) Navigation between screen forms - the System shall be developed in such a way that the user does not need to remember information by changing from one screen to another; j) There shall be comment references at data fields in the System, i.e. visual indicators of availability of explanatory information about filling in the data field; k) The System shall provide a feedback to the user by notifying him/ her regarding operations ongoing in the System as far as possible; l) The System user shall have the possibility to return to the preceding step where the previously entered information is displayed in the course of performing data entry or other successive operations.			
NFP-38	Screen form views	The System shall provide that any functional forms for necessary information are placed within a single screen form. Any System user can work simultaneously with several screen forms.	O	Compliant	***
NFP-39	Lapse of the user session	According to the configured session length, the interruption of the session shall be provided if the user has not performed any operations in the system for a particular time. Prior to interrupting a session a relevant system information notice shall be displayed. The possibility of continuing the session shall be provided by saving any entered information if the user confirms the session as active.	O	Compliant	***
NFP-40	Privacy by default	The System shall provide privacy by default by implementing the principle that the System only collects and stores the personal data necessary for execution of each business process according to the processing objective. Access to personal data is only granted to the employees who process personal data within a particular business process.	O	Compliant	***
NFP-41	Monitoring of personal data processing	The System shall register all the personal data processing events by following the requirements of the Law on Protection of Personal Data Processing. The following minimum information shall be recorded about each instance of processing of personal data: a) Date and time of the event;	O	Compliant	***

The table header spans:

| | | | Requirement of the public service provider: | | Offer | |

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		Offer	
		b) Data inquiry subject (a natural entity - the personal ID code and/ or temporary code); c) Data inquiry author (a natural entity - the unique identification, personal ID code and/ or temporary code); d) Data processing grounds (legal, classification value); e) Event type: change or data reading; f) Detailed information about the event or a reference allowing obtaining this information based on the System data. Personal data processing information shall be transmitted to the audit train record system used in the System. The System shall provide that the user holding special rights has the possibility to retrieve a report on all instances of processing of personal data of one person.			
NFP-42	Masking of personal data	The Contractor shall provide that the personal data in the development and test environment as well as in training materials are used in a masked or mixed form by ensuring that the particular natural entity cannot be identified.	O	Compliant	***
NFP-43	Personal data in system notifications	The Contractor shall provide that identifiable personal data are not used in the system information notifications.	O	Compliant	***
NFP-44	TOPS audit trail record system	The Contractor shall provide development of the system of audit trail records and management of audit trail records by applying IFS tools. The audit trail records shall be stored in the Oracle data base or in audit trail record files on the server in the form of notes files.	O	Compliant	***
NFP-45	Audit trail scope	The System shall provide collection, storage and analysis of audit trail records and the analysis possibilities per the following user groups: a) System users; b) System privileged users (administrators); c) Third party users (developers).	O	Compliant	***
NFP-46	Audit trail of users' operations	The System shall audit the following minimum operations performed by users: a) User logins (successful, unsuccessful) to the system or logging out of the system; b) The reports retrieved by users and activated asynchronous tasks; c) Data adding, correction and deletion; d) Viewing of data. The following minimum information shall be stored about each of the operations performed by the user: e) Date and time of the operation; f) User's identity;	O	Compliant	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:			**Offer**

		g) Type of operation (logging into the system, adding an entry, correction of an entry, etc.);
		 h) The operation type specific information;
		     h.1. The workstation identification of logging into and logging out of the system operations (title and the IP address);
		     h.2. The user session identification or another identification based on which unique identification of the particular user session is possible;
		     h.3. Identification of the related data object for data view/ addition/ editing/ deletion operations.
		 If the created audit trail records of the user operations cannot be simply analysed by applying traditional means, special analysis tools shall be provided.			

NFP-47	Audit trail of the change of the user rights	The System shall store and allow viewing information about all the changes of the user rights. The following minimum information shall be available for viewing about every change: a) The user's name in the Active Directory of Latvenergo AS; b) The identity of the administrator who implemented the change; c) Date and time of the change; d) Type of change (adding, editing, deletion); e) Changed and new values.	O	**Compliant**	***
NFP-48	Audit trail of system events	The System shall provide the audit trail of software errors and the audit trail of exception situations. Software errors and exception situations shall be audited on the following minimum level: a) User interface level; b) Business process level; c) Web server level; d) Application server level; e) Data base level. All the available information related to the error shall be saved regarding each of the software errors and exception situations. The System shall provide the possibility send a notification on errors and exception situation to the system administrator.	O	**Compliant**	***
NFP-49	Deletion and archiving of audit trail notes	Audit trail records and records about changes implemented in the data shall be stored for minimum "n" months (where "n" is a configurable parameter assuming that the default value is 18 (eighteen) months), by automated archiving and deletion thereof after this term. The administrator shall have the possibility to change this parameter, to switch on and off the automated history archiving and deletion, as well as manually propose archiving and deletion.	O	**Compliant**	***
NFP-50	Module performance	The performance of the System modules shall be mutually independent in order to ensure that inquiries in one of the modules do not worsen performance of other modules and comply with the	O	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		**Offer**	
	management	set performance indices. The functionalities that should be provided in the performance irrespective of the performance of other modules: a) Individualised customer work place; b) Management of work orders; c) Contractor management; d) Data warehouse/ analysis.			
NFP-51	Number of the system users	The System should have sufficient capacity for providing servicing of minimum 100,000 (one hundred thousand) technical items; The system shall be able to service minimum 250 (two hundred and fifty) users; a) The number of simultaneous internal users up to 100 (one hundred); b) The total number of internal users up to 300 (three hundred); c) The total number of external users (contractors) - up to 30 (thirty).	**O**	**Compliant**	***
NFP-52	Term of query processing	The System shall provide that there are no delays of processing of queries if all the simultaneous users are logged in. Permitted delay terms; a) The operation term of the interface elements without communication with the server up to 0.5 seconds; b) The operation term with standard information queries from the server up to 2.0 seconds; c) The operation term for information search queries to the server, standard report preparation up to 3.0 seconds. d) Large volume data report (monthly, annual plans) preparation up to 3.0 minutes.	**O**	**Compliant**	***
NFP-53	Length of display of screen forms	The user data entry or data inquiry on the screen shall be executed: a) By calling the screen by "On-line" information about the item, the display takes place longest within 5.0 seconds; b) The time of opening of an Application, Work Assignment, Order, Ordinance Form maximum 2.0 seconds; c) The maximum display time of work order, Permit, Isolation order/ Ordinances, repair plan rows may not exceed 2.0 seconds upon the condition that the number of entries to be selected does not exceed 100 units; d) The search time of a particular system element with a unique ID when search is performed by the unique ID number or another unique set of parameters may not exceed 1.0 second; e) The data storing time in the form on the screen not above 1 second. Compliance with the performance requirements shall be provided in the production environment	**O**	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		(or the environment close to that of production) by using actual data and the full classification content by considering the number of simultaneous inquiries by users in the production mode.			
NFP-54	Speed of performance of synchronous WEB services	The time of processing of the system synchronous inquiries may not exceed 2.0 seconds in 90% of cases of the inquiries registered during the accounting period.	O	**Compliant**	***
NFP-55	Load management	The System shall provide integration with the Zabbix solution at the Employer's disposal for the System infrastructure resource monitoring. During the development the Contractor shall identify the critical System processes and describe them in the Administrator's Handbook and provide advisory support to the Employer's administrator for installation of the monitoring of these processes in the Employer's Zabbix solution.	O	**Compliant**	***
NFP-56	Deleted				
NFP-57	Compliance of security with the best practice standards	The System shall provide that the System compliance with the best practice security standards is ensured in implementation and operation; a) A Guide to Building Secure Web Applications and Web Services developed by OWASP; b) OWASP Mobile security project *(if access from mobile devices is applicable)* c) "Testing Guide" developed by OWASP; d) ISO/IEC 27001 "Information security management systems – Requirements" and ISO/IEC 27002 "Code of practice for information security management" or equivalent.	O	**Compliant**	***
NFP-58	Security architecture	The System shall be designed in such a way that it is not possible to bypass authentication and authorisation procedures and to use the System functionality or to access system data without authorisation. The System shall only serve identified, authenticated and authorised users. The System identification, authentication authorisation and audit trail procedures shall comply with the following requirements: a) The authorisations principle according to which everything that is not directly permitted is prohibited; b) Authorisation for performance of an operation shall be verified for all operations; The verification shall take place on the level of each inquiry; c) Protection against the user existence check shall be provided (The system may not reveal whether a user exists prior to successful authentication). d) All unsuccessful authorisation or authentication attempts shall be registered in the system log in compliance with requirement NFP-46 of the Technical Specification.	O	**Compliant**	***
NFP-59	Information protection	The System shall provide protection of processed information to ensure that non-authorised persons or Systems may not retrieve or modify information which is not publicly accessible.	O	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		The following principles shall be provided in the course of implementing the System security: a) "Only the one who needs to know knows" (need - to - know); b) "The minimum right for performing duties shall be provided" (least privilege); Record of the user's operations shall be provided by the System (accountability).			
NFP-60	Security of the management of administrators' access	In the System all the users' and administrators' operations shall be identified (it shall be known which person performs which action). It shall be possible to set administrators' access areas in the System.	O	**Compliant**	***
NFP-61	Security of the user's identification data	The System shall provide protection of users' identification data. It is prohibited to store the user identity (name, surname, password, e-mail address, etc.) data as an open text in the data base or Internet browser, for example, in cache memory.	O	**Compliant**	***
NFP-62	Security of data processing and transmission	The Contractor shall provide that the System data exchange and other possible automated data processing processes are only performed with the technological users' accounts for whom the lest necessary rights are set for performing the function. Technological users and their rights shall be recorded in the software design description.	O	**Compliant**	***
NFP-63	Data exchange security	Data exchange between the Internet server and the customer's browser shall be coded. The System shall provide coding of information by transmitting it over the public data transmission network (except publicly accessible information). The TLS 1.2 solution shall be used for information coding. The Contractor shall define and agree with the Employer on the algorithm to be used for data transmission coding during the requirement analysis.	O	**Compliant**	***
NFP-64	Measures against operation denial (*non-repudiation*)	The System control mechanisms shall be designed in such a way as to ensure that the person who has performed any operations cannot deny the fact of performing such operations. The System shall allow noticing the cases when information has been modified during its transmission or storage.	O	**Compliant**	***
NFP-65	Security testing	Prior to delivery of the full System solution for acceptance testing the Contractor shall perform the System security testing (in compliance with the most widespread security vulnerabilities listed in OWASP), prepare and submit a test report.	O	**Compliant**	***
NFP-66	Password settings	The System shall provide management of users' passwords by defining: a) The minimum password length; b) The maximum password term after which it shall be changed; c) The password complexity settings - the allowed character set, small letters, capital letters, figures, special characters; d) The password may not be the same as 5 (five) last used passwords in the system; The system shall provide the check of the password quality when the password is changed. If the password does not comply with the set criteria, it is not accepted.	O	**Compliant**	***

	Requirement of the public service provider:				Offer	
ID	Requirement title	Description	Compliance degree		Compliance	Implementation description
NFP-67	Storing of passwords	The System will provide that passwords are stored in the System in the coded manner. A secure one direction coding methods, for example, the hash function, shall be used for coding. When the password is changed, the System shall request repeated entry of the preceding password. It shall be provided that neither the new, nor the previous entered password is revealed on the screen or in any other way.	O		Compliant	***
NFP-68	Password validity term	The System shall provide that the user should change passwords every 90 (ninety) days. The change time shall be maintained as a variable System parameter which can be changed with relevant rights (the System administrator). The System user password which is sent over the public data transmission network in a non-coded way may be used once and is valid for maximum 72 (seventy two) hours after sending.	O		Compliant	***
NFP-69	Restriction of saving the password	The System allows the possibility that the System user authenticated with the MS AD account can save its password in such a way that it does not have to be entered during next logins.	O		Compliant	***
NFP-70	Password restoration	The possibility of sending an request on restoring the password shall be provided to the user in the System if the password has been forgotten.	O		Compliant	***
NFP-71	Voluntary change of the password	The System shall provide the possibility to change the password upon own initiative by providing the preceding password to the user.	O		Compliant	***
NFP-72	Password activation	It shall be provided that following the password change, an activation link is sent to the user's e-mail for the password activation. The validity term of the above link is 24 (twenty four) hours.	V		Compliant	***
NFP-73	Repeated authentication in case of the password change	When the password is changed, the System shall request repeated authentication of the user (except the case when the password change is done by the administrator instead of the user).	O		Compliant	***
NFP-74	Environments accessible to the Contractor	The Employer will provide the following environments in the infrastructure of Latvenergo AS for the needs of the System implementation project: a) The development environment where the System modules are configured and development works take place, including: a.1. The integration development environment; a.2. The data migration and conversion environment. b) The test environment where the System functional modules are tested, data exchanges are tested, training, analysis of errors found in production and acceptance testing is done. c) The production environment where the System operation in the operational mode will be done following acceptance testing and acceptance of the System. The Contractor is obliged to perform the System implementation process and testing in the	O		Compliant	***

		Requirement of the public service provider:			Offer		
ID	Requirement title	Description	Compliance degree		Compliance	Implementation description
		infrastructure of Latvenergo AS.				
NFP-75	Infrastructure needed for operation of TOPS	The Contractor shall offer the infrastructure necessary for the System operation considering the requirements set by the Technical Specification and the environment description contained in Chapter 4.6 "Envisaged TOPS infrastructure". If the System cannot be fully implemented in the infrastructure defined by the Employer, the Contractor shall specify required additional resources in the Technical Offer. The infrastructure description shall include the list of infrastructure virtual elements by specifying the following: a) Title and function; b) Servers (processor cores and the volume of operational memory); c) Data storage devices (memory volume and data carrier category); d) Number of necessary virtual devices.	O		Compliant	***
NFP-76	Software licences	The Contractor shall offer the software licences necessary for the System operation considering the requirements set by the Technical Specification and the environment description contained in Chapter 4.6 "Envisaged TOPS infrastructure". The Contractor shall include all the offered System licence fees in the Financial offer, including the costs of the additionally required standard software components delivered by third parties. The licences shall cover the use of the delivered System for the number of users defined in the present Technical Specification without data volume restrictions. The costs and terms of licences for the creation and maintenance of the System Production (operational) environment, test environment and development environment shall be specified separately. The Employer is entitled not to order delivery of licences for the licences possessed by the Employer. The Employer will provide the Windows server operating system licences, VM-Ware licences, Oracle Data Base licences and Crystal Reports licences according to the requirements in the Contractor's offer.	O		Compliant	***
NFP-77	Additional software components	The Contractor shall specify all the third party components subject to licensing in the offer including the software libraries, figures and other third party materials and their licensing terms. The costs of licences compliant with the offered configuration shall be specified for all the components, as well as their licensing terms (licensing restrictions and compliance with the requirements stated in the Technical Specification).	O		Compliant	***
NFP-78	Software support	The Contractor is obliged to use the current versions of the software components by including installation of the IFS Applications standards packages and shall provide that maintenance and security updates are available to all the software components during their operation period	O		Compliant	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:			**Offer**
		(minimum 24 (twenty four) months as from the commissioning of the first version of the system).			
NFP-79	Preserving the software manufacturer's warranty	The delivered standard software to be incorporated in the Employer's infrastructure may not affect the warranty conditions of the software at the Employer's disposal.	**O**	**Compliant**	***
NFP-80	Initial configuration of the System	The Supplier shall perform the System installation and initial configuration in the development and test environments. The Supplier shall perform the system configuration and adjustment according to the updated processes and requirements specification during the analysis stage.	**O**	**Compliant**	***
NFP-81	Conditions of software delivery	The software deliverable shall be developed for installation in both the Employer's test environment and in the Employer's production environment. The software installation package shall be "incremental", i.e. its installation can be performed on the basis of the previously delivered version. The software deliverables may not affect the data in the data base, except if this is agreed in advance or is not a subject of deliverables. In case when the data structure is changed, the relevant data conversion scripts shall be delivered.	**O**	**Compliant**	***
NFP-82	Tools of software delivery	All the software deliverables shall provide the version identification and control. The Developer shall specify the delivery management tool in the Technical Offer and use it during the implementation project life cycle by ensuring that current versions are maintained during the whole period without additional costs for the Employer.	**O**	**Compliant**	***
NFP-83	Software installation in the Employer's test/ production environment	The Employer's ITT and the system for processing and management of various function requests BURA shall be used for the management of deliveries works. The software installation and configuration in the test environment is done by the Contractor in cooperation with the Employer's usage administrator. Following receipt of the software deliverable, the Employer's usage administrator will perform installation tests, i.e. installation and configuration of the System software in the production environment in compliance with the Administrator's handbook and the installation instructions contained in the software version description. If installation tests are negative, the version acceptance testing is interrupted.	**O**	**Compliant**	***
NFP-84	Roll-back scenario	In the System there shall be the possibility of returning to the preceding system version condition if installation of the deliverable fails.	**O**	**Compliant**	***
NFP-85	Back-up copies	The System shall provide the possibility to make back-up copies of the System and to obtain consistent copies without suspending the System operation. If the operation of the IS and/ or infrastructure components in a special mode is required for System back-up copying, the switching on and off of this mode shall be provided by means of the command bar interface.	**O**	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:		**Offer**	
NFP-86	Testing	"The Contractor shall provide testing of the System components on the Employers infrastructure and according to the technical specification of the delivered solution in order to assure compliance of the delivered system to the requirements in compliance with the international testing standards (ISO/IEC 12207, ISO/IEC/IEEE 15289:2017 or equivalent). The Contractor shall perform the following minimum tests: a) Automated and functional regress tests; b) Integration tests; c) Security tests; d) Availability tests; e) Usability tests (evaluation). In the result of testing the Contractor shall prepare the relevant testing summary and submit it to the Employer.	O	**Compliant**	***
NFP-87	Transmission of test data	The Contractor shall prepare and maintain all types of the test data sets used in the System testing which are equal to actual data (business data), but do not contain identifiable personal data. De-personalised or masked personal data shall be used for generating test data.	O	**Compliant**	***
NFP-88	Demonstration of the system functionality	Following successful installation of the delivery in the Employer's test environment the Contractor shall perform demonstration of the functionality of the delivered System. Demonstration of functionality is aimed at allowing the Employer to assure that the System complies with the business processes defined during analysis of the Employer's requirements and the System performs the functions necessary for providing the business processes. During demonstration of the System functionality the Employer does not perform the System acceptance testing.	O	**Compliant**	***
NFP-89	Software acceptance testing	The acceptance testing of the System is performed by the Employer or third parties involved by it within the System test environment. The Contractor is obliged to prepare the documents needed for acceptance testing, including the acceptance scenarios including checking of all the functions (requirements) contained in the specification of the software requirements. The acceptance testing scenarios shall include both "positive" (correct data are entered, the goal is to check whether the System functionality operates correctly) and "negative" (incorrect data are entered, the goal is to check the System capacity and correct processing of data in case of errors and issue situations) examples. Acceptance testing scenarios shall include both operations to be performed and input data, as well as expected results. The Contractor shall provide advice necessary for preparation of the acceptance testing environment and performance of acceptance testing.	O	**Compliant**	***
NFP-90	Software acceptance	Following completion of acceptance testing, the Contractor shall eliminate software errors found during the acceptance testing and provide updated software version for repeated acceptance testing,	O	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
		Requirement of the public service provider:			**Offer**
	conditions	if necessary. The software is deemed to be compliant for starting operation if issues which are critical for the software operation and cannot be bypassed are not found during acceptance testing. The Employer and the Contractor may agree on commissioning of the System with found possible issues for which there is an agreed elimination schedule.			
NFP-91	Installation of the System in the production environment	Following completion of the acceptance testing the Employer will perform installation and configuration of the System software in the production environment. The Contractor shall deliver the last debugged software and documentation versions (see the description of deliverables above) and provide the required Employer's employee support during installation and configuration of the System in production environment.	**O**	**Compliant**	***
NFP-92	Test of the System in the production environment	Following installation of the System in the production environment, repeated test of the System will be performed (trial operation), which attests that all the requirements are still complied with considering possible production and test environment differences and the requirements which cannot be fully checked in the test environment. The tests will be performed by the Employer or the third party involved by the Employer.	**O**	**Compliant**	***
NFP-93	Warranty service period and scope	The Contractor shall provide warranty services over a period of 6 (six) calendar months as from the day of mutual signing of the relevant delivery-acceptance act. The costs of provision of warranty service do not have to be reflected in the Financial Offer, i.e. they have to be included in the offered System price. The Contractor shall perform minimum the following activities within the warranty service: a) perform diagnostics, analysis and elimination of operational disturbances and/ or errors and deficiencies of the delivered System; b) eliminate data damage caused in the result of errors of the delivered software (including the third party software) or intentional or not intentional action of the Contractor and which disturb the use of the System in compliance with the technical specification of the System as it was when the System was commissioned; c) correction of documentation (including correction, supplementation, etc.) according to all the corrections in the System made within the warranty provision. During the warranty period logic errors in the System design or implementations in the software code not compliant with the design and requirements cannot be viewed as a change application.	**O**	**Compliant**	***
NFP-94	Application of operational disturbances and/ or errors and deficiencies of the	Warranty services are provided based on both the Employer's and the Contractor's initiative. Application and elimination of the System disturbances, errors and deficiencies shall be performed in compliance with the conditions of the Contract Annex "Procedure of processing of applications".	**O**	**Compliant**	***

ID	Requirement title	Description	Compliance degree	Compliance	Implementation description
	System				
NFP-95	Response time to warranty claims	The Contractor shall provide examination and classification or the System disturbances, errors, incidents and issue application and response on the cause and elimination term of the issue stated in the issue notification. The response shall be provided within the response time (hours) according to the response times of the conditions of the Contract Annex 4 "Procedure of processing of applications".	O	**Compliant**	***
NFP-96	The Employer's support during provision of warranty service	Within the warranty the Contractor shall provide the second level user technical support (help-desk) on business days from Monday to Thursday from 8:00 to 17:00, on Fridays from 8:00 to 15:45. Within the warranty the user and technical support shall be provided by using the following communication channels - the Employer's ITT and various function application processing and management system BURA, by telephone, by e-mail and by fax. The Contractor shall provide all the specified communication channels, still the Contractor, upon agreement with the Employer, may define a priority communication channel. The Employer support which is not related to application of the System errors and their processing is recorded and paid for separately based on the procedure of payment for works defined by the Contract conditions.	O	**Compliant**	***
NFP-97	Scope of maintenance services	The Contractor shall provide maintenance services during the validity term of the contract. The minimum scope of maintenance services is as follows: a) maintenance of delivered standard software (without an additional fee); b) evaluation of the labour intensity of change requests; c) provision of consultation and preparation of information about the following topics: c.1. possible solutions allowing adding of a new functionality to the existing one (advising on technically most efficiency and financially advantageous technical solutions); c.2. impact of implementation change on related systems; c.3. applied technologies, their capacities and transition to newer versions or other technologies; c.4. the System use and user training matters, including provision of training upon request. c.5. configuration of System elements (user application, data base management systems, hardware); System operation matters and issue cases, including data exchange between the System and external systems.	O	**Compliant**	***
NFP-98	Technical breaks	The Contractor shall plan technical breaks in due time and agree on them with the Employer latest 5 (five) business days prior to the operation.	O	**Compliant**	***
NFP-99	Application and processing of	Maintenance services are provided based on both the Employer's and the Contractor's initiative. Application and processing of maintenance requests shall be performed in compliance with the	O	**Compliant**	***

		Requirement of the public service provider:			Offer	
ID	Requirement title	Description	Compliance degree	Compliance	Implementation description	
	maintenance requests	conditions of the Contract Annex "Procedure of processing of applications".				

IT drošības noteikumi	IT security rules
1. UZŅĒMĒJA IT tehniskā atbalsta pakalpojuma (turpmāk – "Pakalpojums") sniegšanas termiņā, PASŪTĪTĀJS nodrošina UZŅĒMĒJAM drošu un šifrētu datu pārraidi pie PASŪTĪTĀJA datu pārraides tīkla, Līdzējiem vienojoties par tehnoloģisko risinājumu.	1. During the term of provision of the CONTRACTOR'S IT technical support service (hereinafter referred to as the "Service"), the CONTRACTING AUTHORITY provides safe and encrypted data transmission with the CONTRACTING AUTHORITY'S data transmission network upon the Parties agreeing on the technological solution.
2. Informācijas apmaiņa par Pakalpojuma drošību tiek nodrošināta tikai ar Līgumā noteikto kontaktpersonu starpniecību, ievērojot informācijas apmaiņas veidu (piemēram, šifrēts e-pasts, PASŪTĪTĀJA pieteikumu apstrādes sistēma), kas nodrošina tās konfidencialitāti, integritāti un pieejamību.	2. Information exchange regarding the Service security is only provided via the contact persons defined by the Contract, by complying with the form of information exchange, for example, an encrypted e-mail, the CONTRACTING AUTHORITY'S inquiry processing system) which ensures its confidentiality, integrity and availability.
3. Programmatūras koda vai tā daļas, un informācijas sistēmas (turpmāk tekstā – "IS") konfigurācijas informāciju piegādā Līdzējiem vienojoties izmantot kādu no PASŪTĪTĀJA noteiktajiem informācijas apmaiņas veidiem – PASŪTĪTĀJA SFTP (SSH File Transfer Protocol), versiju kontroles sistēma (Version Control System) vai pieteikumu apstrādes sistēma.	3. The configuration information of the software code or any part thereof and the information system (hereinafter referred to as "IS") is delivered upon the Parties agreeing on the use of any of the information exchange forms defined by the CONTRACTING AUTHORITY, in particular, the CONTRACTING AUTHORITY'S SFTP (SSH File Transfer Protocol), the Version Control System or the enquiry processing system.
4. UZŅĒMĒJS ir atbildīgs par darbībām, kas vērstas uz PASŪTĪTĀJA IT sistēmu drošības apiešanu vai bojāšanu.	4. The CONTRACTOR is responsible for the actions aimed at bypassing or damaging the CONTRACTING AUTHORITY'S IT system security.
5. UZŅĒMĒJS ir atbildīgs par to, ka darbības PASŪTĪTĀJA IS tiek veiktas tikai tādā apjomā, lai nodrošinātu Līguma priekšmeta izpildi.	5. The CONTRACTOR is responsible for ensuring that any operations in the CONTRACTING AUTHORITY'S IS are only performed within the scope required for performance of the Contract subject.
6. PASŪTĪTĀJS Līguma darbības laikā savstarpēji saskaņotiem UZŅĒMĒJA pārstāvjiem PASŪTĪTĀJA IS izveido Lietotāja kontus uz noteiktu laika periodu, bet ne ilgāku par Līgumā noteikto Pakalpojuma sniegšanas termiņu, nodrošinot UZŅĒMĒJAM pieeju PASŪTĪTĀJA valdījumā vai īpašumā esošai IS produkcijas, testa un/vai izstrādes videi.	6. During the term of performance of the Contract, the CONTRACTING AUTHORITY establishes User's accounts for the CONTRACTOR'S representatives in the CONTRACTING AUTHORITY'S IS for a particular time period which shall not exceed the term of provision of the Service defined by the Contract, by providing access to the IS production, test and/ or development environment hold or possessed by the CONTRACTING AUTHORITY.
7. UZŅĒMĒJA darbiniekam izveidotais Lietotāja konts ir unikāls, un UZŅĒMĒJAM ir pienākums nodrošināt uzraudzību par Lietotāja konta lietošanu, glabāšanu un neizpaušanu.	7. The User's account established for the CONTRACTOR'S employee is unique and the CONTRACTOR is obliged to ensure supervision of the use, storage and safekeeping of the User's account.
8. Ja UZŅĒMĒJA darbinieks, kuram ir izveidots Lietotāja konts, pārtrauc darba attiecības	8. It the CONTRACTOR'S employee for whom the User's account was established terminates

un/vai saistības ar UZŅĒMĒJU, UZŅĒMĒJS nekavējoties par to paziņo PASŪTĪTĀJAM.	employment and/ or liabilities towards the CONTRACTOR, the CONTRACTOR notifies the CONTRACTING AUTHORITY thereof with no delay.
9. Pielietojot UZŅĒMĒJA valdījumā esošus tehniskos vai programmatūras līdzekļus, UZŅĒMĒJS uzņemas atbildību par šo līdzekļu sastāvā ietilpstošo operētājsistēmu drošības atbilstību un pielieto atjauninātus pretvīrusu aizsardzības līdzekļus Pakalpojuma sniegšanas laikā.	9. By using the technical or software means possessed by the CONTRACTOR, the CONTRACTOR assumes liability for compliance of the security of the operating systems contained by these means and uses updated anti-virus protection during provision of the Service.
10. UZŅĒMĒJS apņemas pielietot PASŪTĪTĀJA norādītu papildus IT drošības aizsardzības programmatūru un tās uzturēšanu Līguma saistību izpildes termiņā, ja tādu pieprasa uzstādīt PASŪTĪTĀJS.	10. The CONTRACTOR hereby undertakes to apply additional IT security protection software as specified by the CONTRACTING AUTHORITY and to maintain it during the term of performance of the Contract if the CONTRACTING AUTHORITY requires its installation.
11. UZŅĒMĒJS apņemas nodrošināt PASŪTĪTĀJAM iespēju pastāvīgi uzraudzīt UZŅĒMĒJAM nodotās informācijas IT drošības pasākumu ievērošanu. Šai sakarā, UZŅĒMĒJS apņemas nodrošināt PASŪTĪTĀJAM iespēju jebkurā laikā, ja tas rakstveidā par to informējis UZŅĒMĒJU vismaz 2 (divas) darba dienas iepriekš, UZŅĒMĒJA pārstāvja klātbūtnē pārbaudīt UZŅĒMĒJA darbību tā atrašanās vai Pakalpojumu sniegšanas vietā saistībā ar Pakalpojumu sniegšanu, tai skaitā, iepazīties ar dokumentiem, pielietotiem tehniskās un programmatūras līdzekļiem, kā arī pieprasīt no UZŅĒMĒJA informāciju, kas saistīta ar Pakalpojumu sniegšanu.	11. The CONTRACTOR hereby undertakes to provide the possibility to the CONTRACTING AUTHORITY to permanently supervise compliance with the IT security measures of the information transferred to the CONTRACTOR. In this regard the CONTRACTOR hereby undertakes to provide the possibility to the CONTRACTING AUTHORITY at any time, upon notifying the CONTRACTOR thereof in writing minimum 2 (two) business days in advance, to inspect the CONTRACTOR'S operation at the presence of the CONTRACTOR'S representative at the place of its location or provision of the Services in relation to provision of the Services, including getting acquainted with documents, applied hardware and software means, as well as to request information related with provision of the Services from the CONTRACTOR.
12. UZŅĒMĒJS pirms programmatūras koda vai tā daļas piegādes veic IT drošības ievainojamību pārbaudes.	12. The CONTRACTOR performs IT security vulnerability checks prior to the delivery of the software code or part of it.
13. Programmatūrai jābūt novērstām visām IT drošības ievainojamībām, kas ir starp "OWASP Top 10" (https://www.owasp.org/index.php/Categ tegory:OWASP_Top_Ten_Project). PASŪTĪTĀJAM konstatējot neatbilstības, UZŅĒMĒJS par saviem līdzekļiem tās novērš vēlākais 30 (trīsdesmit) kalendāro dienu laikā.	13. In the software all the IT security vulnerabilities listed under "OWASP Top 10" should be eliminated (https://www.owasp.org/index.php/Category: OWASP_Top_Ten_Project). Upon the CONTRACTING AUTHORITY finding non-compliances, the CONTRACTOR will eliminate them on its own account latest within 30 (thirty) calendar days.
14. UZŅĒMĒJAM ir pienākums iepazīstināt darbiniekus un/vai UZŅĒMĒJA pārstāvjus, kas nodrošina Pakalpojuma izpildi, ar šīm IT drošības prasībām.	14. The CONTRACTOR is obliged to familiarise its employees and/ or the CONTRACTOR'S representatives who provide performance of the Service with the present IT security requirements.

15. Ja UZŅĒMĒJAM ir aizdomas par drošības incidentu vai Līgumā minēto IS drošības noteikumu pārkāpumu, UZŅĒMĒJS nekavējoties informē par to PASŪTĪTĀJA kontaktpersonu vai PASŪTĪTĀJA Palīdzības dienestu, tālrunis: _____.	15. If the CONTRACTOR has suspicion regarding a security incident or violation of the IS security regulations referred to in the Contract, the CONTRACTOR notifies the CONTRACTING AUTHORITY'S contact person or the CONTRACTING AUTHORITY'S Helpline thereof, telephone: _____.

Fizisko personu datu aizsardzības noteikumi

PASŪTĪTĀJS kā Pārzinis un UZŅĒMĒJS kā Apstrādātājs Vispārīgās datu aizsardzības regulas izpratnē, apņemas ievērot šos fizisko personu datu aizsardzības noteikumus.

1. DEFINĪCIJAS

1.1. **personas dati** – jebkāda informācija, kas attiecas uz identificētu vai identificējamu fizisko personu;

1.2. **datu subjekts** – fiziskā persona, kuru var tieši vai netieši identificēt;

1.3. **personas datu apstrāde** – jebkuras ar personas datiem veiktas darbības, ieskaitot datu vākšanu, reģistrēšanu, ievadīšanu, glabāšanu, sakārtošanu, pārveidošanu, izmantošanu, nodošanu, pārraidīšanu un izpaušanu, bloķēšanu vai dzēšanu;

1.4. **pārzinis** – ir fiziska vai juridiska persona, publiska iestāde, aģentūra vai cita struktūra, kas viena pati vai kopīgi ar citām nosaka personas datu apstrādes nolūkus un līdzekļus;

1.5. **apstrādātājs** – ir fiziska vai juridiska persona, publiska iestāde, aģentūra vai cita struktūra, kura pārziņa vārdā apstrādā personas datus**.**

1.6. **uzraudzības iestāde** – Datu valsts inspekcija

2. APSTRĀDES PRIEKŠMETS

2.1. Tehnisko objektu pārvaldības sistēmas atjaunināšana uz IFS lietojumprogrammas jaunāku versiju un Sistēmas uzturēšanas darbu veikšana

3. PERSONAS DATU APSTRĀDES MĒRĶIS UN ILGUMS

3.1. Personas datu nodošanas un apstrādes mērķis – Tehnisko objektu pārvaldības sistēmas atjaunināšana uz IFS lietojumprogrammas jaunāku versiju un Sistēmas uzturēšanas darbu veikšana.

3.2. Personas dati tiek apstrādāti no līdz līguma izbeigšanas brīdim.

4. DATU SUBJEKTU KATEGORIJAS

4.1. Līguma ietvaros var tikt apstrādāti sekojošo fizisko personu kategoriju dati:

4.1.1. Pārziņa darbinieki*;*

4.1.2. Pārziņa darbuzņēmēju darbinieki.

5. PERSONAS DATU VEIDI:

5.1. Līguma ietvaros var tikt apstrādāti sekojošie personas datu veidi:

    5.1.1. Vārds;

    5.1.2. Uzvārds;

    5.1.3. Personas kods/ identifikators;

    5.1.4. Mobilā tālruņa numurs;

    5.1.5. Tālruņa numurs;

    5.1.6. E-pasta adrese;

    5.1.7. Darba vietas nosaukums;

    5.1.8. Amats;

    5.1.9. Brīvā teksta laukos norādīta informācija;

    5.1.10. Pievienotos pielikumos norādīta informācija.

6. PERSONAS DATU APSTRĀDES RAKSTURS

6.1. Līguma ietvaros var tikt veiktas sekojošas darbības ar personas datiem:

    6.1.1. Pārzinis veiks:

      6.1.1.1. Skatīšana;

      6.1.1.2. Reģistrēšana;

      6.1.1.3. Ievadīšana;

      6.1.1.4. Glabāšana;

      6.1.1.5. Sakārtošana;

      6.1.1.6. Izmantošana;

      6.1.1.7. Nodošana;

      6.1.1.8. Izpaušana;

      6.1.1.9. Bloķēšana;

      6.1.1.10. Testēšana;

      6.1.1.11. Dzēšana.

    6.1.2. Apstrādātājs veiks:

      6.1.2.1. Skatīšana;

      6.1.2.2. Izmantošana;

      6.1.2.3. Testēšana;

6.2. Personu dati tiks apstrādāti automatizēti, Apstrādātāja pilnvarotām personām piekļūstot Pārziņa informācijas sistēmām.

7. TEHNISKIE UN ORGANIZATORISKIE PASĀKUMI PERSONU DATU AIZSARDZĪBAS NODROŠINĀŠANAI

7.1. Apstrādātājs neveic personu datu apstrādi citādi, kā vien saskaņā ar šī Pielikuma nosacījumiem, Pārziņa rakstveida norādījumiem un Vispārīgās datu aizsardzības regulas prasībām.

7.2. No Apstrādātāja puses veikt datu apstrādi ir tiesīgas tikai fiziskās personas – Apstrādātāja darbinieki, kurus Apstrādātājs pilnvaro veikt datu apstrādi un kurām pēc Apstrādātāja pieprasījuma tika izveidoti lietotāju konti Pārziņa informācijas sistēmās.

7.3. Apstrādātāja pilnvarotās personas ir tiesīgas piekļūt Pārziņa informācijas sistēmai tikai lai veiktu šī Pielikuma 6.1.2. punktā norādītās datu apstrādes darbības, kas nepieciešamas šī Līguma saistību izpildei.

7.4. Datu apstrāde notiek informācijas sistēmās, kurām var piekļūt attālināti un kuras nav saistītas ar konkrētu fizisko adresi.

7.5. Ņemot vērā, ka informācijas sistēmām var piekļūt attālināti, personu datu apstrāde notiek saskaņā ar Pielikuma Nr. 4 par pieteikumu un izmaiņu pieprasījumu apstrādes noteikumiem un tajos formulētajiem uzdevumiem, tajos norādot konkrēta Pieprasījuma izpildei nodoto personas datu kategorijas, veidus un veicamās apstrādes darbības.

7.6. Apstrādātājs nodrošina, ka Apstrādātāja pilnvarotie darbinieki, kuri tiek iesaistīti personas datu apstrādē, rakstveidā apņemas nelikumīgi neapstrādāt personu datus, tajā skaitā, bet ne tikai: nelikumīgi neizpaust, nepārrunāt, nenodot Apstrādātāja darbiniekiem vai pārstāvjiem, kā arī jebkurām citām trešajām personām, nelikumīgi neglābāt personu datus, kā arī neveikt jebkuras darbības ar personu datiem, kas ir ārpus Apstrādātāja piešķirtā pilnvarojuma. Personu, kas veic datu apstrādi, pienākums ir neizpaust un neapstrādāt personas datus arī pēc darba tiesisko vai citu līgumā noteikto attiecību izbeigšanās.

7.7. Puses veic pasākumus personas datu apstrādes informācijas sistēmu un pakalpojumu nepārtrauktās konfidencialitātes, integritātes, pieejamības un noturības nodrošināšanai saskaņā ar Pielikuma Nr. 2 par IT drošības noteikumiem.

7.8. Puses veic pasākumus aizsardzības pret fiziskās iedarbības radītu personas datu apdraudējumu nodrošināšanai saskaņā ar Pielikuma Nr. 2 par IT drošības noteikumiem.

7.9. Gadījumā, ja ir noticis fizisks vai tehnisks negadījums, Puses nodrošina personu datu pieejamības un piekļuves atjaunošanu saskaņā ar Pielikuma Nr. 1 par pieteikumu un izmaiņu pieprasījumu apstrādes noteikumiem.

7.10. Puses veic tehnisko un organizatorisko pasākumu efektivitātes testēšanu, izvērtēšanu un novērtēšanu, lai nodrošinātu apstrādes drošību saskaņā ar pielikuma Nr. 2 par IT drošības noteikumiem.

7.11. Kontaktpersonas par fizisko personu datu aizsardzības nodrošināšanu:

    7.11.1. Izpildītāja pārstāvis – _____;

    7.11.2. PASŪTĪTĀJA pārstāvis – _____.

8. IZPILDĪTĀJA PIENĀKUMI UN TIESĪBAS

8.1. Apstrādātājs dara Pārzinim pieejamu visu informāciju, kas nepieciešama, lai:

8.1.1. apliecinātu, ka tiek pildīti šajā Pielikumā un Vispārīgās datu aizsardzības regulas 28. pantā paredzētie Apstrādātāja pienākumi,

8.1.2. lai ļautu Pārzinim, Pārziņa pilnvarotajam revidentam veikt revīzijas, tostarp pārbaudes.

8.2. Apstrādātājs nodrošina, ka viņa tehniskie līdzekļi ļauj nekavējoties pēc paziņojuma no Pārziņa saņemšanas veikt nepieciešamās darbības, lai izpildītu šī Pielikuma 13. un 14. punktā noteiktos pienākumus.

8.3. Apstrādātājs palīdz Pārzinim atbildēt uz pieprasījumiem, kas saistīti ar Vispārīgās fizisko personu datu aizsardzības regulas III nodaļā paredzētajām datu subjektu tiesībām un kas attiecināmi uz Izpildītāja veiktajām darbībām.

8.4. Apstrādātājs nodrošina, ka personas datu apstrādē iesaistītie Apstrādātāja darbinieki ir informēti par PASŪTĪTĀJA un/vai Pārziņa personas datu aizsardzības noteikumiem.

8.5. Apstrādātājs nodrošina, ka personas datu apstrādē iesaistītie Apstrādātāja darbinieki ir apmācīti personas datu aizsardzības jautājumos.

9. PASŪTĪTĀJA PIENĀKUMI UN TIESĪBAS

9.1. Pārzinis nodrošina, ka Izpildītājam tiek nodoti apstrādei tikai tādi personas dati, kuru apstrādei ir likumīgs pamats un, kas nepieciešami Izpildītājam Līguma izpildei.

9.2. Pārzinis īsteno atbilstošus tehniskus un organizatoriskus pasākumus, lai nodrošinātu, ka tiek apstrādāti tikai tādi personas dati, kas ir nepieciešami katram konkrētajam apstrādes nolūkam.

10. RĪCĪBA DATU AIZSARDZĪBAS PĀRKĀPUMA GADĪJUMĀ.

10.1. Personu datu aizsardzības pārkāpums ir jebkura veida neatļautā personu datu apstrāde, datu izpaušana, datu noplūde fiziskā vai tehniskā negadījuma rezultātā.

10.2. Apstrādātājs, tiklīdz tam kļuvis zināms personas datu aizsardzības pārkāpums nekavējoši 1 (vienas) stundas laikā no pārkāpuma konstatēšanas brīža, paziņo par to Pārzinim, nosūtot informāciju par pārkāpumu (pārkāpuma

būtība, notikšanas laiks, konstatēšanas laiks utt.) uz Pārziņa e-pastu: _____ un paziņojot telefoniski uz tel. Nr. _____.

10.3. Personas datu aizsardzības pārkāpuma gadījumā, Pārzinis nekavējoši un ne vēlāk kā 72 (septņdesmit divu) stundu laikā no brīža, kad pārkāpums tam kļuvis zināms, paziņo par personas datu aizsardzības pārkāpumu uzraudzības iestādei, izņemot gadījumus, kad ir maz ticams, ka personas datu aizsardzības pārkāpums varētu radīt risku fizisku personu tiesībām un brīvībām.

10.4. Gadījumā, ja personas datu aizsardzības pārkāpums varētu radīt augstu risku fizisku personu tiesībām un brīvībām, Pārzinis nekavējoši paziņo datu subjektam par personas datu aizsardzības pārkāpumu.

11. CITU APAKŠUZŅĒMĒJU PIESAISTE

11.1. Apstrādātājs bez iepriekšējas konkrētas Pārziņa rakstveida atļaujas nepiesaista citu apakšuzņēmēju.

11.2. Atļaujas pieprasījumu jauna apakšuzņēmēja piesaistīšanai Apstrādātājs rakstveidā nosūta Pārzinim.

11.3. Piesaistot citu apakšuzņēmēju datu apstrādei Apstrādātāja vārdā, Apstrādātājs nosaka apakšuzņēmējam pienākumu ievērot visus šajā Pielikumā noteiktos datu aizsardzības noteikumu nosacījumus. Ja minētais apakšuzņēmējs nepilda savus datu aizsardzības pienākumus, Apstrādātājs paliek pilnībā atbildīgs par šī apakšuzņēmēja pienākumu izpildi.

12. ATBILDĪBA

12.1. Apstrādātājs ir atbildīgs par kaitējumu, kas nodarīts ar apstrādi, ja tas nav izpildījis šajā Pielikumā un/vai Vispārīgajā datu aizsardzības regulā paredzētos pienākumus, kas konkrēti adresēti Apstrādātājam, vai ja Apstrādātājs ir rīkojies neatbilstīgi vai pretēji Pārziņa likumīgiem norādījumiem.

12.2. Puses atbrīvo no atbildības, ja tās pierāda, ka nekādā veidā nav atbildīgas par notikumu, ar ko nodarīts attiecīgais kaitējums.

12.3. Ja Pārzinis par nodarīto kaitējumu pilnā apmērā ir izmaksājis kompensāciju, Pārzinis ir tiesīgs no Apstrādātāja par kaitējumu pieprasīt kompensācijas daļu, kas atbilst to atbildības apmēram saskaņā ar Noteikumu 12.1. nosacījumiem.

12.4. Puses par katru personas datu aizsardzības pārkāpumu maksā Pārzinim līgumsodu 5% (piecu procentu) apmērā no Līguma summas un atlīdzina viena otrai pārkāpuma rezultātā nodarītos zaudējumus. Kopējo Pušu atbildības apmēru nosaka līguma 9.6. punkts. Puses neatlīdzina viena otrai par netiešiem zaudējumiem.

13. PERSONAS DATU LABOŠANA VAI APSTRĀDES IEROBEŽOŠANA

13.1. Pārzinis, saņemot no datu subjekta pieprasījumu par viņa personas datu labošanu vai apstrādes ierobežošanu, nekavējoties paziņo Apstrādātājam par nepieciešamību daļēji izbeigt konkrēta datu subjekta personas datu apstrādi un/vai veikt attiecīgus labojumus datu subjekta personas datos. Apstrādātājs, saņemot paziņojumu, nekavējoties izpilda paziņojumā noteikto.

14. PERSONAS DATU APSTRĀDES IZBEIGŠANA

14.1. Apstrādātājs nav tiesīgs turpināt veikt personu datu apstrādi, tajā skaitā datu glabāšanu, pēc attiecīga izmaiņu pieprasījuma izpilde, Līguma izbeigšanas vai pēc datu apstrādes mērķa sasniegšanas, atkarībā no tā, kurš no nosacījumiem iestājas ātrāk.

14.2. Pēc personas datu apstrādes pabeigšanas Apstrādātājs pēc Pārziņa pieprasījuma dzēš/iznīcina visus Apstrādātāja rīcībā esošos personu datus un to kopijas, kas ir Pārziņa nodoti un Apstrādātāja iegūti Līguma darbības laikā.

14.3. Pārzinis, saņemot no datu subjekta pieprasījumu par viņa personas datu apstrādes izbeigšanu, nekavējoties paziņo Apstrādātājam par nepieciešamību izbeigt konkrēta datu subjekta personas datu apstrādi. Apstrādātājs, saņemot paziņojumu, nekavējoties izbeidz konkrēta datu subjekta personas datu apstrādi un visus iegūtos datu subjekta personas datus nodod Pārzinim un/vai dzēš/iznīcina.

Regulations of personal data protection

The EMPLOYER as the Controller and the CONTRACTOR as the Processor for the purpose of the General Data Protection Regulation hereby undertake to comply with the present regulations of personal data protection.

1. DEFINITIONS

1.1. **personal data** – any information related to an identified or identifiable natural entity;

1.2. **data subject** – a natural entity who can be directly or indirectly identified;

1.3. **personal data processing** – any actions performed with personal data, including data collection, registration, entering, storing, arrangement, transformation, use, transfer, transmission and disclosure, blocking or deletion;

1.4. **controller** – a natural or legal entity, public authority, agency or another structure which defines the purpose or means of processing of personal data on its own or jointly with others;

1.5. **processor** – a natural or legal entity, public authority, agency or another structure which processes any data on the controller's behalf**.**

1.6. **supervisory authority** – State Data Inspectorate

2. PROCESSING SUBJECT

2.1. Technical object management system reimplementation to IFS applications newer version and performance of the System maintenance works.

3. PURPOSE AND TERM OF PROCESSING OF PERSONAL DATA

3.1. Purpose of transfer and processing of personal data - Technical object management system reimplementation to IFS applications newer version and performance of the System maintenance works.

3.2. Personal data are processed as from until the moment of termination of the contract.

4. CATEGORIES OF DATA SUBJECTS

4.1. Data of the following categories of natural entities may be processed within the contract:

4.1.1. Controller's employees;

4.1.2. Employees of the Controller's contractors.

5. TYPES OF PERSONAL DATA:

5.1. The following types of personal data may be processed within the contract:

5.1.1. Name;

5.1.2. Surname;

5.1.3. Personal ID Code/ Identification;

5.1.4. Mobile telephone number;

5.1.5. Telephone number;

5.1.6. E-mail address;

5.1.7. Employer's name;

5.1.8. Position;

5.1.9. Information specified in free text fields;

5.1.10. Information specified in attached annexes.

6. NATURE OF PROCESSING OF PERSONAL DATA

6.1. The following actions are performed with personal data within the contract:

6.1.1. The Controller will perform:

6.1.1.1. Viewing;

6.1.1.2. Registration;

6.1.1.3. Entering;

6.1.1.4. Storing;

6.1.1.5. Arrangement;

6.1.1.6. Use;

6.1.1.7. Transfer;

6.1.1.8. Disclosure;

6.1.1.9. Blocking;

6.1.1.10. Testing;

6.1.1.11. Deletion.

6.1.2. The Processor will person:

6.1.2.1. Viewing;

6.1.2.2. Use;

6.1.2.3. Testing;

6.2. Personal data will be stored automatically by the Processor's authorised persons accessing the Controller's information systems.

7. TECHNICAL AND ORGANISATIONAL MEASURES FOR ENSURING PERSONAL DATA PROTECTION

7.1. The Processor does not perform personal data processing in any other manner, except in compliance with the conditions of the present Annex. the Controller's written instructions and requirements of the General Data Protection Regulation.

7.2. Only natural entities, in particular, the Processor's employees whose have been authorised by the Processor to perform data processing and for whom users' accounts were created in the Controller's information systems are authorised to perform data processing on the Processor's behalf.

7.3. The Processor's authorised persons are entitled to access the Controller's information systems only for the purpose of the data processing actions defined by Clause 6.1.2 of the present Annex as required for performance of the obligations of the present Contract.

7.4. Data processing takes place within the information systems which are remotely accessed and which are not related to a particular physical address.

7.5. Considering that information systems can be remotely accessed, personal data processing takes place in compliance with Annex 4 regarding the terms of processing of application and change requests and the tasks defined therein, by specifying the particular categories and types of personal data transferred to performance of a particular Request and data processing actions to be performed.

7.6. The Processor ensures that the Processor's authorised employees who are involved in personal data processing undertake in writing not to process personal data unlawfully, including, but not limited to the following: unlawful disclosure, discussion, transfer to the Processor's employees or representatives, as well as any other third parties, unlawful storage of personal data, as well as not to perform any actions involving personal data outside the scope of authority granted by the Processor. It is the obligation of the persons performing data processing not to disclose and not to process personal data also after termination of legal employment or other relationship defined by an agreement.

7.7. The Parties implement measures for ensuring continuous confidentiality, integrity, accessibility and stability of personal data processing information systems and services in compliance with Annex 2 on IT security terms.

7.8. The Parties implement measures for ensuring protection against the threat to personal data caused by physical impact in compliance with Annex 2 on IT security terms.

7.9. In case of a physical or technical accident, the Parties ensure restoring of availability of and access to personal data in compliance with Annex 4 on the terms of processing of applications and change requests.

7.10. The Parties perform testing, evaluation and assessment of technical and organisational measures in order to ensure security of processing in compliance with Annex 2 on IT security terms.

7.11. Contact persons in relation to ensuring security of personal data of natural entities:

    7.11.1. Contractor's representative – _____;
    7.11.2. EMPLOYER'S representative – _____.

8. CONTRACTOR'S OBLIGATIONS AND RIGHTS

8.1. The Processor ensures availability of all the information necessary for

8.1.1. attesting that the Processor's obligations provided for by the present Annex and Article 28 of the General Data Protection Regulation are performed;

8.1.2. allowing the Controller, the auditor authorised by the Controller to perform audits, including checks, to the Controller.

8.2. The Processor ensures that its technical means allow performing necessary actions for fulfilling the obligations provided by Clauses 13 and 14 of the present Annex immediately following receipt of the Controller's notification.

8.3. The Processor helps the Controller to reply to inquiries related to the rights of data subjects stipulated by Chapter III of the General Regulation of Protection of Personal Data and which refer to the actions performed by the Contractor.

8.4. The Processor ensures that the Processor's employees involved in personal data processing are aware of the data processing terms of the EMPLOYER and/ or Controller.

8.5. The Processor ensures that the Processor's employees involved in personal data processing are trained regarding personal data protection.

9. EMPLOYER'S OBLIGATIONS AND RIGHTS

9.1. The Controller ensures that only the personal data for processing of which there are legal basis and which are necessary to the Contractor for performance of the Contract are transferred to the Contractor.

9.2. The Controller implements relevant technical and organisational measures for ensuring that only the personal data required for each particular processing purpose are processed.

10. ACTION IN CASE OF A BREACH OF DATA PROTECTION

10.1. A breach of personal data protection is any unauthorised personal data processing, data disclosure, data leakage in the result of a physical or technical incident.

10.2. As soon as the Processor has become aware of a personal data protection breach, the Processor immediately within 1 (one) hour as from the moment of establishing the breach notifies the Controller thereof by sending information about the breach (the essence of the breach, the time of the breach, the time of establishing the breach, etc.) to the Controller's e-mail: _____ or notifies by telephone to tel. No. _____.

10.3. In case of a breach of personal data protection, the Controller immediately, however, latest within 72 (seventy two) hours as from the moment when it became aware of the breach, notifies the breach of personal data protection to the supervisory authority, except the cases when it is unlikely that the breach of personal data protection could cause a risk to the rights and freedoms of natural entities.

10.4. If a breach of personal data protection is likely to cause a high risk to the rights and freedoms of natural entities, the Controller immediately notifies the breach of personal data protection to the data subject.

11. INVOLVEMENT OF OTHER SUBCONTRACTORS

11.1. The Processor does not involve another subcontractor without the Controller's prior clear written authorisation.

11.2. The Processor sends a request for authorisation to involve a new subcontractor to the Controller in writing.

11.3. By involving another subcontractor for data processing on the Processor's behalf. The Processor defines an obligation to comply with all the conditions of data protection terms provided by the present Annex for the relevant subcontractor. If the above referred subcontractor does not comply with its data processing obligations, the Processor assumes full liability for performance of the obligations of this subcontractor.

12. LIABILITY

12.1. The Processor is liable for damage caused by processing if it has not fulfilled the obligations provided by the present Annex and/ or the General Data Protection Regulations clearly applicable to the Processor, or if the Processor has acted in a non-compliant manner or contrary to the Controller's lawful instructions.

12.2. The Parties are released from liability if they prove that they are not responsible for an event causing the relevant damage.

12.3. If the Controller has paid compensation for caused damage, the Controller is entitled to claim a part of compensation for the damage from the Processor compliant with the scope of liability pursuant to the conditions of Clause 12.1 of the Regulations.

12.4. The Parties shall pay a contractual penalty in amount of 5% (five per cent) of the Contract value for each data protection breach to each other. The overall liability of the Parties determined by the Contract Clause 9.6 of the Contract. The Parties shall not indemnify each other for any indirect loss".

13. RECTIFICATION OF PERSONAL DATA AND RESTRICTION OF PROCESSING

13.1. Upon receipt of a data subject's request regarding rectification of his/ her personal data or restriction of processing thereof, the Controller notifies the necessity to partially discontinue processing of the personal data of the particular data subject and/ or to implement relevant rectifications in the personal data of the particular data subject to the Processor immediately. The Processor immediately implements the actions specified in the notification upon its receipt.

14. TERMINATION OF PROCESSING OF PERSONAL DATA

14.1. The Processor is not entitled to continue personal data processing, including storing of data, following implementation of the relevant request of modification, termination of the Contract or following achieving of the purpose of data processing depending on which of the above conditions is fulfilled first.

14.2. Following completion of personal data processing, the Processor deletes/ destroys all the personal data and their copies at the Processor's disposal as transferred by the Controller and obtained by the Processor during the validity of the Contract upon the Controller's request.

14.3. Upon receipt of a request from a data subject regarding discontinuation of processing of his/ her personal data, the Controller immediately notifies the Processor regarding the necessity to discontinue processing of personal data of the relevant data subject. Upon receipt of the above notification, the Processor immediately discontinues processing of personal data of the relevant data subject and transfers all the obtained personal data of the data subject to the Controller or deletes/ destroys them.

Pieteikumu apstrādes kārtība
1. PROBLĒMAS PIETEIKUMU UN IZMAIŅU PIEPRASĪJUMU APSTRĀDES PROCEDŪRA

1.1. Pieteikumu veidi:

1.1.1. izmaiņu pieprasījums – pieprasījums sistēmā BURA veikt izmaiņas pakalpojuma komponentēs (piemēram, informācijas sistēmu lietojumprogrammatūrā un infrastruktūrā, datu pārraides tīklā, darbstaciju programmatūras standartkonfigurācijā, saistītajos procesos u.t.t.);

1.1.2. problēma – esošā risinājuma neatbilstība sākotnēji noteiktajām prasībām.

1.2. Problēmas pieteikuma un izmaiņu pieprasījuma pieņemšana. PASŪTĪTĀJA noteiktajiem pārstāvjiem jāreģistrē problēmas pieteikums vai izmaiņu pieprasījums PASŪTĪTĀJA pieteikumu reģistrā (turpmāk tekstā – BURA), norādot problēmas pieteikuma vai izmaiņu pieprasījuma pieteicēju, aprakstu, prioritāti, vēlamo izpildes terminu un citu saistītu informāciju un jānodod to ārpakalpojumā. Pirmās prioritātes pieteikumus PASŪTĪTĀJS var pieteikt arī pa telefonu papildus pieteikuma reģistrācijai BURĀ.

1.3. Problēmas pieteikuma un izmaiņu pieprasījuma saskaņošana. Līdzēji vienojas par vienotu izpratni par problēmas pieteikumu un/ vai izmaiņu pieprasījumu, t.i. tā būtību, prioritāti un piegādi, kurā tiek paredzēta šī risinājuma piegāde. Izmaiņu pieprasījuma gadījumā UZŅĒMĒJS novērtē risinājuma darbietilpību, izmaksas un piegādes termiņus. Šis novērtējums ir saskaņojams ar PASŪTĪTĀJA pārstāvjiem. Izmaiņu pieprasījuma realizācija ir iespējama tikai pēc PASŪTĪTĀJA piekrišanas novērtētā risinājuma realizācijai.

1.4. Problēmas pieteikuma un izmaiņu pieprasījuma risināšana. UZŅĒMĒJS risina pieteikumu ar visiem pieejamajiem atbilstošajiem līdzekļiem. PASŪTĪTĀJS nodrošina izpildītāju ar nepieciešamo informāciju pieteikuma risināšanai. Informācijas apmaiņai starp Pusēm par pieteikumu risināšanu jānotiek caur PASŪTĪTĀJA pieteikumu reģistru. Izmaiņu pieprasījums tiek realizēts atbilstoši saskaņotam risinājumam.

1.5. Risinājuma piegāde. Problēmas pieteikuma un/vai izmaiņu pieprasījuma risinājums tiek piegādāts vai nu kā konsultācija PASŪTĪTĀJA pieteikumu reģistrā, vai arī kā programmatūras piegāde. Programmatūra tiek piegādāta saskaņā ar 5. pielikumā noteikto kārtību. Piegādes termiņš ir kontroles termiņš izmaiņu pieprasījumu realizācijai.

1.6. Problēmas pieteikuma un izmaiņu pieprasījuma slēgšana. PASŪTĪTĀJA pienākums ir pārskatīt piegādātos risinājumus. Ja PASŪTĪTĀJS ir apmierināts ar piegādāto risinājumu (tas atbilst prasībām, ir notestēts un ir piegādāts saskaņā ar iepriekš noteiktajiem un saskaņotajiem termiņiem), jeb pieteikums citu iemeslu dēļ nav aktuāls, tad PASŪTĪTĀJS slēdz pieteikumu, atzīmējot to PASŪTĪTĀJA pieteikumu reģistrā. Gadījumā ja PASŪTĪTĀJS nav apmierināts ar risinājumu, jeb ir nepieciešamas papildus aktivitātes, tad PASŪTĪTĀJS to norāda PASŪTĪTĀJU pieteikumu reģistrā. Gadījumā, ja PASŪTĪTĀJS nesniedz nekādu informāciju 10 (desmit) darba dienu laikā kopš risinājuma piegādes, tad pieteikums tiek uzskatīts par izpildītu un pieņemtu.

2. PIETEIKUMU PRIORITĀTES

Pieteikuma prioritāte tiek noteikta pēc tā ietekmes uz PASŪTĪTĀJA biznesu un pieteikuma steidzamības. Pieteikuma prioritāti piešķir PASŪTĪTĀJA kontaktpersona. Problēmu pieteikumu prioritātes nosaka pieteikuma apstrādes reakcijas laiku un ir noteicošais faktors, kas ir jāievēro UZŅĒMĒJAM risinot problēmas pieteikumus. Izmaiņu pieprasījumiem prioritāte ir informatīvs rādītājs, kas paredzēts, lai noteiktu izmaiņu pieprasījumu apstrādes secību. UZŅĒMĒJS nav tiesīgs vienpusēji mainīt prioritāti. Pieteikumu prioritātes tiek iedalītas sekojoši:

2.1. **1. Prioritāte (Avārija):** Uz šo grupu tiek attiecinātas tās problēmas, kas ir ļoti kritiskas PASŪTĪTĀJA biznesam, jo šo problēmu esamība rada risku, ka uzņēmums nespēs nodrošināt vitāli svarīgo biznesa funkciju izpildi, kā rezultātā tiek radīti tieši materiālie zaudējumi:

2.1.1. pārskatu iesniegšanu ārējām institūcijām paredzētajos termiņos;

2.1.2. ārējo dokumentu sagatavošana, apstrāde un nosūtīšana;

2.1.3. kritisko Sistēmas biznesa loģikas darba plūsmu neizpilde vai traucējumi, kurus nav iespējams atrisināt izmantojot apkārtceļa risinājumu;

2.1.4. Sistēmas vai Sistēmas daļas pilnīgs pārtraukums;

2.1.5. atskaišu iesniegšana auditam un PASŪTĪTĀJA augstākā līmeņa vadībai.

2.2. **2. Prioritāte (Augsta):** Uz šo grupu tiek attiecinātas tās problēmas, kas kavē PASŪTĪTĀJA biznesa funkciju veikšanu, jo PASŪTĪTĀJA puse saviem spēkiem nespēj rast risinājumu, kā rezultātā tiek radīti netieši zaudējumi:

2.2.1. PASŪTĪTĀJA darba organizācijas operāciju reģistrācija un apstrāde;

2.2.2. atskaites perioda noslēgšana;

2.2.3. atskaites perioda operāciju kontrole.

2.3. **3. Prioritāte (Vidēja)** Uz šo grupu tiek attiecinātas tās problēmas, kas rada šķēršļus PASŪTĪTĀJA darba procesa automatizācijā, bet, kurām ir iespējams rast alternatīvu pagaidu risinājumu.

2.4. **4. Prioritāte (Zema)** Uz šo grupu tiek attiecinātas pārējās problēmas, kuras būtiski neietekmē biznesam kritisko funkciju realizāciju.

3. PIETEIKUMU APSTRĀDES KONTROLLAIKI. Reakcijas laiks ir laiks, kas paiet no pieteikuma pieteikšanas brīža, līdz UZŅĒMĒJS ir uzsācis darbu pie pieteikuma (uzsācis saskaņošanu utt.). Par reakcijas laika ievērošanu ir atbildīgs UZŅĒMĒJS. Reakcijas laiki ir sekojoši:

3.1. **1. prioritātes (Avārija) pieteikumu**: 1 (viena) stundas pēc telefoniska paziņojuma saņemšanas no PASŪTĪTĀJA

3.2. **2. prioritātes (Augsta) pieteikumu**: 2 (divas) darba stundas,

3.3. **3. prioritātes (Vidēja) pieteikumu**: 8 (astoņas) darba stundas,

3.4. **4. prioritātes (Zema) pieteikumu**: 16 (sešpadsmit) darba stundas.

3.5. Pieteikumu saskaņošanas kontrollaiks ir laiks, kas paiet no pieteikuma reģistrācijas brīža līdz brīdim, kad pieteikums ir saskaņots. Par saskaņošanas laika ievērošanu ir atbildīgi abi Līdzēji. Pieteikumu saskaņošanas kontrollaiki ir sekojoši:

3.6. **1. prioritātes (Avārija) pieteikumu**: 2 (divas) stundas,

3.7. **2. prioritātes (Augsta) pieteikumu**: 4 (četras) darba stundas,

3.8. **3. prioritātes (Vidēja) pieteikumu**: 2 (divas) darba dienas,

3.9. **4. prioritātes (Zema) pieteikumu**: 4 (četras) darba dienas.

3.10. Pieteikuma risinājuma pārbaudes un pārtestēšanas kontrollaiks ir laiks, kas paiet no risinājuma piegādes brīža, līdz brīdim, kad PASŪTĪTĀJS sniedz atzinumu par problēmas risinājumu – risinājums pieņemams un pieteikums tiek akceptēts vai risinājums nav pieņemams un ir nepieciešams turpmāks darbs pie pieteikuma. Pieteikuma risinājuma pārbaudes un pārtestēšanas kontrollaiks ir 5 (piecas) darba dienas, kuru pēc savstarpējas vienošanās var pagarināt. Gadījumā, ja šajā termiņā nav saņemts PASŪTĪTĀJA atzinums, pieteikums tiek akceptēts.

4. PIETEIKUMU IZPILDES ATSKAITES. Par pieteikumu apstrādes ziņojumu šī pielikuma ietvaros tiek uzskatīts korekti aizpildīts un noformēts pieteikums PASŪTĪTĀJA pieteikumu reģistrā, vai e-pasts uz PASŪTĪTĀJA norādīto e-pasta adresi, kas satur informāciju, kas noteikta punktā 5.2.

4.1. UZŅĒMĒJS pieteikuma apstrādes ziņojumā, iekļauj sekojošu informāciju:

4.2. Paveiktais darbs (Izmaiņu pieprasījumiem un problēmas pieteikumiem),

4.3. Problēmas un riska faktori (Izmaiņu pieprasījumiem un problēmas pieteikumiem),

4.4. Cēlonis (Problēmas pieteikumiem),

4.5. Apkārtceļa risinājumi (Problēmas pieteikumiem),

4.6. Lietotāja un administratora instrukcijas jaunai funkcionalitātei (Izmaiņu pieprasījumiem),

4.7. Atjaunināts Sistēmas programmatūras versijas apraksts, kas satur informāciju par izmaiņām programmatūras konfigurācijā un vai biznesa darba plūsmās (Izmaiņu pieprasījumi un problēmas pieteikumi),

4.8. Gadījumā, ja izpildās punkts 4.5, tad jānorāda nepieciešamās darbības patstāvīga risinājuma izveidei (Problēmas pieteikumi).

5. KONTAKTINFORMĀCIJA PIETEIKUMU IESNIEGŠANAI UN KOMUNIKĀCIJAI. Maksimālais PASŪTĪTĀJA nozīmēto kontaktpersonu skaits ir 5 (Piecas). Līgumā norādītā UZŅĒMĒJA kontaktpersona iesniedz kontaktpersonas no UZŅĒMĒJA puses, kurām ir nepieciešama piekļuve PASŪTĪTĀJA pieteikumu reģistram BURA, lai strādātu ar pieteikumiem.

5.1. Telefona numurs:

5.1.1. PASŪTĪTĀJA Palīdzības dienestam _____;

5.1.2. UZŅĒMĒJA konsultantiem _____

5.2. E-pasta adrese:

5.2.1. PASŪTĪTĀJA Palīdzības dienestam: _____;

5.2.2. UZŅĒMĒJA konsultantiem: _____

5.3. PASŪTĪTĀJA Pieteikumu reģistra adrese: _____

6. Pieteikumu apstrādes darba laiki

6.1. Pieteikumu pieņemšanas un pieteikumu apstrādes laiks ir darba dienās no 8:00 līdz 17:00. Avārijas (1. Prioritātes) problēmu pieteikumi tiek pieņemti laikā no 8:00 līdz 18:00 pa telefonu.

6.2. Pieteikumiem, kas pieteikti Izpildītājam darba dienās pēc 17:00, brīvdienās vai svētku dienā, par saņemšanas laiku uzskata nākamās darba dienas rītu plkst. 8:00. Šis nosacījums neattiecas uz Avārijas (1. prioritātes) Problēmas pieteikumiem.

6.3. Par svētku dienām tiek uzskatītas visas Latvijas Republikā noteiktās oficiālās svētku dienas.

Procedure of processing of applications

1. PROCEDURE OF PROCESSING OF ISSUE APPLICATIONS AND CHANGE REQUESTS

1.1. Types of applications:

    1.1.1. change request - a request in the system BURA to make changes in the service components (for example, in application software and infrastructure of information systems, the data transmission network, the standard configuration of work station software, related processes. etc.);

    1.1.2. issue - non-compliance of the current solution to the initially set requirements.

1.2. Acceptance of issue applications and change requests. The representatives defined by the EMPLOYER shall register an issue application or a change request in the EMPLOYER'S Application Register (hereinafter referred to as BURA) by stating the applicant of the issue application or change request, the priority, the desired term of completion and other related information and shall transfer it to the outsourced service. The EMPLOYER may submit the applications of the first priority also by telephone in addition to registration of the application in BURA.

1.3. Approval of issue applications and change requests. The Parties agree on uniform understanding of an issue application and/ or change request, i.e. its essence, priority and delivery providing for the delivery of the relevant solution. In case of a change request the CONTRACTOR evaluates the work scope of the solution, costs and delivery terms. The above assessment shall be agreed upon with the EMPLOYER'S representatives. Implementation of a change request is only possible after the EMPLOYER has agreed to implementation of the assessed solution.

1.4. Solution of issue applications and change requests. The CONTRACTOR solves an application by employing all the available suitable means. The EMPLOYER provides necessary information for solving an application to the Contractor. Information exchange between the Parties regarding solution of applications shall take place via the EMPLOYER'S register of applications. A change request is implemented in compliance with an agreed solution.

1.5. Delivery of the solution. The solution of an issue application and/ or change request is delivered either as a consultation in the EMPLOYER'S register of applications or as the delivery of software. Software is delivered in compliance with the procedure defined by Annex 5. The delivery term is the control term for implementation of change requests.

1.6. Closure of issue applications and change requests. The EMPLOYER is obliged to review delivered solutions. If the EMPLOYER is satisfied with the delivered solution (it complies with the requirements, has been tested and has been delivered in compliance with the terms set and agreed in advance), or an application is not valid due to other reasons, the EMPLOYER closes the application by marking this in the EMPLOYER'S register of applications. If the EMPLOYER is not satisfied with the solution or additional activities are required, the EMPLOYER notifies this in the EMPLOYER'S register of applications. If the EMPLOYER does not provide any information within 10 (ten) business days as from the delivery of the solution, the application is considered completed and accepted.

2. PRIORITIES OF APPLICATIONS

The priority of an application is defined based on its impact upon the EMPLOYER'S business and the urgency of the application. The priority of the application is assigned by the EMPLOYER'S contact person. The priorities of issue applications define the response time of the application processing and are the decisive factor to be complied with by the CONTRACTOR in solving issue applications. The priorities of change requests are informative and intended for defining the sequence of processing of change requests. The CONTRACTOR is not entitled to change priorities unilaterally. The application priorities are categorised as follows:

2.1. **1. Priority (emergency):** The issues that are very critical for the EMPLOYER'S business because presence of these problems causes the risk that the company cannot secure fulfilment of vitally important business functions resulting in direct material damage are included in this category:

    2.1.1. submission of reports to external institutions within the set dates;

    2.1.2. preparation, processing and sending of external documents;

    2.1.3. non-performance of critical System business logics work-flows or disturbances thereof that cannot be solved by a bypass solution;

    2.1.4. complete failure of the System or System parts;

    2.1.5. submission of reports to the audit and the EMPLOYER'S top management.

2.2. **2. Priority (high):** The issues that delay performance of the EMPLOYER'S business functions because the EMPLOYER cannot find a solution by its own resources resulting in causing indirect material damage are included in this category:

    2.2.1. registration and processing of transactions of the EMPLOYER'S work organisation;

2.2.2. closing of a reporting period;

2.2.3. control of transactions of a reporting period.

2.3. **3. Priority (medium)** The issues causing obstacles in automation of the EMPLOYER'S work processes, but for which it is possible to find an alternative temporary solution are included in this category.

2.4. **4. Priority (low)** The issues that do not have a major impact upon implementation of critical business functions are included in this category.

3. CONTROL TERMS OF PROCESSING OF APPLICATIONS The response time is the time from the moment of submission of an application until the CONTRACTOR has started working on the application (has started the agreement process, etc.) The CONTRACTOR is responsible for complying with the response time. Response times are as follows:

3.1. **Applications of the 1st priority (emergency)**: 1 (one) hour following receipt of a telephone notification from the EMPLOYER

3.2. **Applications of the 2nd priority (high)**: 2 (two) business hours;

3.3. **Applications of the 3rd priority (medium)**: 8 (eight) business hours;

3.4. **Applications of the 4th priority (low)**: 16 (sixteen) business hours;

3.5. The control term of agreeing on applications is the time from the moment of registration of an application until the moment when the application has been agreed upon. Both parties are responsible for complying with the agreement term. The control terms of agreement on applications are as follows:

3.6. **Applications of the 1st priority (emergency)**: 2 (two) hours;

3.7. **Applications of the 2nd priority (high)**: 4 (four) business hours;

3.8. **Applications of the 3rd priority (medium)**: 2 (two) business days;

3.9. **Applications of the 4th priority (low)**: 4 (four) business days.

3.10. The control term of verification and re-testing of the solution of an application is the time from the moment of delivery of the solution until the EMPLOYER issues a statement on solving an issue, i.e. the solution is acceptable and the application is accepted or the solution is not acceptable and the work on the application needs to be continued. The control term of verification and re-testing of an application solution is 5 (five) business days which may be extended upon mutual agreement. If the EMPLOYER'S statement has not been received within the above term, the application is accepted.

4. APPLICATION COMPLETION REPORTS. For the purpose of the present Annex, an application processing report is a correctly completed and prepared application in the EMPLOYER'S register of application or an e-mail to the e-mail address defined by the EMPLOYER containing information stipulated by Clause 5.2.

4.1. The CONTRACTOR includes the following information in the application processing report:

4.2. Completed work (regarding change requests and issue applications);

4.3. Issues and risk factors (regarding change requests and issue applications);

4.4. Cause (regarding issue applications);

4.5. Bypass solutions (regarding issue applications);

4.6. User and administrator instructions for new functionality (change requests);

4.7. Updated description of the System software version containing information about changes in the software configuration and/ or business work flows (regarding change requests and issue applications);

4.8. If the conditions of Clause 4.5 are valid, the necessary actions for creating an independent solution should be specified (regarding issue applications).

5. CONTACTS FOR SUBMISSION OF APPLICATIONS AND COMMUNICATION The maximum number of contact persons assigned by the EMPLOYER is 5 (five). The CONTRACTOR'S contact person specified in the Contract submits the CONTRACTOR'S contact persons who need access to the EMPLOYER'S application register BURA in order to work on applications.

5.1. Telephone number:

5.1.1. The EMPLOYER'S Help Line _____;

5.1.2. The CONTRACTOR'S consultants _____

5.2. E-mail address:

5.2.1. The EMPLOYER'S Help Line: _____;

5.2.2. The CONTRACTOR'S consultants: _____

5.3. Address of the EMPLOYER'S application register: _____

6. Working hours of application processing

6.1. The working hours of acceptance of applications and processing of applications is on business days from 8:00 to 17:00. Emergency (the 1st priority) issue applications are accepted from 8:00 to 18:00 by telephone.

6.2. Regarding applications reported to the Contractor on business days after 17:00, on holidays or days-off, the receipt time is at 8:00 in the morning of the following business day. The above condition is not applicable

regarding Emergency (1st priority) issue applications.

6.3. Holidays include all the official holidays defined in the Republic of Latvia.

Programmatūras piegāde

Sistēmas programmatūras izmaiņu (turpmāk tekstā Programmatūra), tai skaitā uzturamās dokumentācijas, piegāde notiek saskaņā ar sekojošu kārtību:

1. **Programmatūras piegādes plānošana.** UZŅĒMĒJA pārstāvis un PASŪTĪTĀJA pārstāvis lemj par noteiktu izmaiņu piegādes nepieciešamību un tam nepieciešamo jaunu sistēmas modifikāciju izveidi un piegādi saskaņā ar piegāžu grafiku vai ārpuskārtas piegādi.

2. **Programmatūras piegādes sagatavošana un nosūtīšana.** UZŅĒMĒJS sagatavo un nosūta PASŪTĪTĀJAM programmatūras piegādi. PASŪTĪTĀJA pārstāvis organizē piegādes saņemšanu. Katrai piegādei tiek norādīts identifikators, kas ļauj to viennozīmīgi atšķirt no citas piegādes, piemēram, piegādes faili tiek saarhivēti un arhīva faila nosaukums satur piegādes identifikatoru. Katra piegāde satur pavadošo dokumentāciju, kurā norādīta šāda informācija:
   a. piegādē iekļauto Izmaiņu Pieprasījumu identifikatori;
   b. izmaiņu apraksts;
   c. instalācijas instrukcija;
   d. modificēto objektu saraksts;
   e. no UZŅĒMĒJA un PASŪTĪTĀJA puses par risinājumu atbildīgo personu saraksts.

   Piegāžu nosūtīšanas e-pasta adrese: _____

3. **Programmatūras piegādes pārbaude un apstiprināšana.** PASŪTĪTĀJA pārstāvis pārbauda saņemtās modifikācijas atbilstību piegādes dokumentācijai un, ja piegāde atbilst dokumentācijai, akceptē piegādes saņemšanas faktu. Gadījumā, ja konstatē problēmas piegādē, tās tiek pieteiktas UZŅĒMĒJAM.

4. **Piegādes instalēšana accepttesta vidē.** PASŪTĪTĀJA pārstāvis organizē piegādes instalāciju testa vidē saskaņā ar piegādes dokumentāciju. Veiksmīgas instalācijas gadījumā PASŪTĪTĀJA pārstāvis par šo faktu informē UZŅĒMĒJU. Gadījumā, ja instalācijas laikā tiek konstatētas problēmas, tās tiek pieteiktas UZŅĒMĒJAM.

5. **Piegādes instalēšana produkcijas vidē:**
   a. PASŪTĪTĀJA pārstāvis pieņem lēmumu par modifikācijas ieviešanu produkcijā. Pieņemot šo lēmumu, jāņem vērā modifikāciju savstarpējās atkarības, kas norādītas piegāžu dokumentācijā, kā arī uz lēmuma pieņemšanas brīdi produkcijā esošās modifikācijas.
   b. PASŪTĪTĀJA pārstāvis organizē piegādes instalāciju produkcijas vidē saskaņā ar piegādes dokumentāciju. Gadījumā, ja instalācijas laikā tiek konstatētas problēmas, tās tiek pieteiktas UZŅĒMĒJAM.

6. **Piegādes akceptēšana.** Programmatūras piegādes process beidzas ar faktu, ka PASŪTĪTĀJA pārstāvis akceptē piegādi, par to rakstiski informējot UZŅĒMĒJU ar e-pasta paziņojumu, ka piegāde ir instalēta produkcijas vidē.

Software delivery

Delivery of the System software modifications (hereinafter referred to as the Software), including the documents to be maintained, takes place according to the following procedure:

1. **Scheduling of software delivery** The CONTRACTOR'S representative and the EMPLOYER'S representative decide on the necessity of delivery of particular modifications and development and delivery of any new system modifications necessary thereof according the schedule of delivery or extraordinary delivery.

2. **Preparation and sending of software delivery** The CONTRACTOR prepares the software delivery and forwards it to the EMPLOYER. The EMPLOYER'S representative organises receipt of the delivery. An identification is specified for each delivery allowing distinguishing it from another delivery, for example, delivery files are archived and the archive file name contains the delivery identification. Each delivery contains accompanying documents containing the following information:
   a. identification of the Change Requests included in the delivery;
   b. description of modifications;
   c. installation instruction;
   d. the list of modified objects;
   e. the list of persons responsible for the solution on the CONTRACTOR'S and the EMPLOYER'S side.

   E-mail address for sending deliveries: _____

3. **Verification and approval of software delivery** The EMPLOYER'S representative verifies compliance of the received delivery with the delivery documentation and accepts the fact of delivery if the delivery complies with the documentation. If any issues regarding the delivery are found these are reported to the CONTRACTOR.

4. **Installation of delivery in the acceptance test environment** The EMPLOYER'S representative organises installation of the delivery in the test environment according to the delivery documentation. If the installation is successful the EMPLOYER'S representative notifies the CONTRACTOR thereof. If any issues are found during the installation they are reported to the CONTRACTOR.

5. **Installation of delivery in the production environment**:
   a. The EMPLOYER'S representative adopts a decision on introduction of modifications in production. At adopting the above decision, the mutual dependencies of modifications as specified in the delivery documentation and the modifications in production at the moment of adopting this decision should be taken into account.
   b. The EMPLOYER'S representative organises installation of the delivery in the production environment according to the delivery documentation. If any issues are found during the installation they are reported to the CONTRACTOR.

6. **Acceptance of delivery** The software delivery process is completed by the EMPLOYER'S representative accepting the delivery by notifying the CONTACTOR thereof in writing by an e-mail notification that the delivery has been installed in the production environment.

Programmatūras testēšana un akceptēšana

1. Vispārīgā daļa
  1.1. Programmatūras testēšana notiek saskaņā ar šo Līguma pielikumu.
  1.2. Lai realizētu Izmaiņu Pieprasījumu, ir nepieciešams veikt sekojošas testēšanas:
    1.2.1. Sistēmas tests – veic UZŅĒMĒJS.
    1.2.2. Akcepttests – veic PASŪTĪTĀJS.
  1.3. UZŅĒMĒJS izveido "Testēšanas plānu", kurā ir identificēti testi, kas tiks veikti Sistēmas testa un Akcepttesta ietvaros.
  1.4. Pēc sistēmas testa veikšanas UZŅĒMĒJS iesniedz PASŪTĪTĀJAM "Sistēmas testēšanas testpiemērus" un "Sistēmas testēšanas rezultātus".
  1.5. Sistēmas testa un Akcepttesta ietvaros tiek veikta testēšana, lai pārliecinātos, vai nokonfigurēto Programmatūru var izmantot atbilstoši Izmaiņu Pieprasījumā izvirzītām prasībām.
2. Sistēmas tests
  2.1. Sistēmas testu veic UZŅĒMĒJS.
  2.2. Sistēmas tests notiek saskaņā ar:
    2.2.1. UZŅĒMĒJA iekšējo testēšanas procedūru un šajā Līguma Pielikumā noteikto kārtību.
    2.2.2. UZŅĒMĒJA izveidoto "Testēšanas plānu".
  2.3. Sistēmas tests notiek pie UZŅĒMĒJA, UZŅĒMĒJA Sistēmas testa vidē.
  2.4. Sistēmas tests ietver šādas aktivitātes:
    2.4.1. UZŅĒMĒJS veic Sistēmas testu testa vidē.
    2.4.2. PASŪTĪTĀJA pārstāvji nepieciešamības gadījumā piedalās testpiemēru ievaddatu sagatavošanā un rezultātu novērtēšanā.
  2.5. Pēc Sistēmas testa beigām UZŅĒMĒJS sagatavo un iesniedz PASŪTĪTĀJAM "Sistēmas testēšanas rezultātus".
3. Akcepttests
  3.1. Akcepttests notiek pēc Sistēmas testa beigām.
  3.2. Akcepttests notiek saskaņā ar:
    3.2.1. šajā Līguma Pielikumā noteikto kārtību.
    3.2.2. UZŅĒMĒJA izveidoto "Testēšanas plānu".
  3.3. Akcepttests ietver sevī sekojošas aktivitātes:
    3.3.1. PASŪTĪTĀJA lietotāji veic Akcepttestu PASŪTĪTĀJA testa vidē. Akcepttesta veikšanai PASŪTĪTĀJA lietotāji izmanto PASŪTĪTĀJA sagatavotus datus, kas tiek ievadīti manuāli.
    3.3.2. PASŪTĪTĀJA lietotāji drīkst veikt papildus testus papildus Akcepttestā norādītajiem testiem, ja tas neietekmē plānotos Akcepttesta termiņus
  3.4. Pēc Akcepttesta beigām PASŪTĪTĀJS sagatavo Akcepttesta atskaiti.
  3.5. Akcepttests tiek uzskatīts par veiksmīgi notikušu un Programmatūra ir akceptējama, ja izpildās šajā Līguma Pielikumā 5. punktā noteiktie Programmatūras akceptēšanas kritēriji.
4. Problēmu apstrādes procedūra
  4.1. Visas Akcepttesta laikā konstatētās problēmas PASŪTĪTĀJA galvenie lietotāji nekavējoties (4 darba stundu laikā) reģistrē PASŪTĪTĀJA pieteikumu reģistrā.
  4.2. PASŪTĪTĀJA un UZŅĒMĒJA kontaktpersonas vienas darba dienas laikā vienojas par problēmas saskaņoto prioritāti un plānoto novēršanas datumu.
  4.3. UZŅĒMĒJS veic konstatēto problēmu novēršanu, sniedzot instrukcijas, kādā veidā PASŪTĪTĀJA pārstāvjiem pārliecināties par to, ka problēma ir novērsta.
  4.4. PASŪTĪTĀJS pārliecinās par to, ka problēma ir novērsta 3 (trīs) darba dienu laikā no paziņojuma saņemšanas brīža par atbilstošās problēmas novēršanu un sniedz atzinumu UZŅĒMĒJAM par problēmas novēršanas statusu.
  4.5. Programmatūras piegādes notiek saskaņā ar šajā Līgumā 5. Pielikumā noteikto kārtību.
  4.6. Problēma tiek slēgta:
    4.6.1. ja PASŪTĪTĀJS, veicot atkārtotu testēšanu, nav vairs konstatējis šo problēmu (Akceptēta problēma);
    4.6.2. ja PASŪTĪTĀJA un UZŅĒMĒJA pārstāvji vienojas, ka problēmas risinājums vairs nav PASŪTĪTĀJAM aktuāls, vai, ka problēma nepastāv, vai arī, ja problēma ir pieteikta atkārtoti (t.i. ir jau iepriekš pieteikta un reģistrēta identiska problēma) (Atcelta problēma);
    4.6.3. ja PASŪTĪTĀJA un UZŅĒMĒJA pārstāvji vienojas par problēmas risināšanas atlikšanu uz noteiktu vai nenoteiktu laiku (Atlikta problēma).
5. Programmatūras akceptēšanas kritēriji
  5.1. Programmatūra tiek akceptēta, ja izpildās kaut viens no sekojošiem nosacījumiem:

5.1.1. Ir izpildīti visi Testēšanas plānā paredzētie testpiemēri vai ir pagājis Accepttestam plānotais laiks, kas norādīts Vienošanās par Izmaiņu Pieprasījuma realizāciju noteiktajā laika grafikā, un šajā laikā nav pieteikta neviena jauna problēma.

5.1.2. pēc Accepttesta laika beigām ir novērstas visas Accepttesta laikā pieteiktās problēmas un 5 (piecu) darba dienu laikā kopš pēdējās Accepttesta laikā pieteiktās problēmas atrisināšanas nav pieteiktas jaunas problēmas, kā arī nav norādīts uz to, ka kāda no labotajām problēmām faktiski nav izlabota.

5.2. Pieteiktie izmaiņu pieprasījumi nekādā veidā neietekmē Programmatūras akceptēšanu.

5.3. Pieteiktajām problēmām PASŪTĪTĀJS un UZŅĒMĒJS rakstveidā saskaņo problēmu risināšanas laika grafikus, ja izmaiņu pieprasījumā nav noteikts citādi.

5.4. Problēmas, kas ir pieteiktas pēc Punktos 5.1.1. un 5.1.2. minēto situāciju iestāšanās, kā arī Punktā 5.2. minētās problēmas nekādā veidā neietekmē Programmatūras pamatdaļas akceptēšanu. Šīs problēmas tiek risinātas pēc Programmatūras pamatdaļas akceptēšanas Sistēmas ekspluatācijas ietvaros.

5.5. PASŪTĪTĀJS un UZŅĒMĒJS var abpusēji vienoties par Programmatūras akceptēšanu un nodošanu ekspluatācijā arī ar noteiktām problēmām, kas pēc būtības nekavē Programmatūras ekspluatāciju. Šajā gadījumā PASŪTĪTĀJS un UZŅĒMĒJS rakstveidā saskaņo šo problēmu atrisināšanas laika grafikus.

6. Ja Accepttesta laikā tiek konstatētas problēmas, kuru cēlonis ir kļūda Sistēmas programmatūrā un kuru nevar novērst ar konfigurēšanas palīdzību, tad šīs problēmas tiek risinātas IFS tehniskās apkalpošanas ietvaros un neietekmē Programmatūras akceptēšanu šī projekta ietvaros.

Testing and acceptance of software

1. General
   1.1. The software testing takes place in compliance with the present Annex to the Contract.
   1.2. In order to implement a Change Request the following tests need to be performed:
      1.2.1. System Test - performed by the CONTRACTOR.
      1.2.2. Acceptance Test - performed by the EMPLOYER.
   1.3. The CONTRACTOR develops a "Testing Plan" identifying the tests that will be performed within the System Test and the Acceptance Test.
   1.4. Following performance of the System Test, the CONTRACTOR submits the "System testing test samples" and the "System testing results" to the EMPLOYER.
   1.5. Within the framework of the System Test and Acceptance Test testing is performed in order to assure whether the configured Software can be used in compliance with the requirements set in the Change Request.
2. System Test
   2.1. The System Test is performed by the CONTRACTOR.
   2.2. The System Test takes place in compliance with:
      2.2.1. the CONTRACTOR'S internal testing procedure and the procedure defined by the present Annex to the Contract.
      2.2.2. the "Testing Plan" developed by the CONTRACTOR.
   2.3. The System Test takes place at the CONTRACTOR'S premises within the CONTRACTOR'S System testing environment.
   2.4. The System Test comprises the following activities:
      2.4.1. The CONTRACTOR performs the System Test within the testing environment.
      2.4.2. The EMPLOYER'S representatives participate in preparation of input date of test samples and evaluation of the results as necessary.
   2.5. Following completion of the System Test, the CONTRACTOR prepares the "System Testing Results" and submits them to the EMPLOYER.
3. Acceptance Test
   3.1. The Acceptance Test takes place after the end of the System Test.
   3.2. The Acceptance Test takes place in compliance with:
      3.2.1. the procedure defined by the present Annex to the Contract.
      3.2.2. the "Testing Plan" developed by the CONTRACTOR.
   3.3. The Acceptance Test comprises the following activities:
      3.3.1. the EMPLOYER'S users perform the Acceptance Test in the EMPLOYER'S testing environment. For performance of the Acceptance Test the EMPLOYER'S users use the data prepared by the EMPLOYER and entered manually.
      3.3.2. The EMPLOYER'S users may perform additional tests in addition to the tests specified in the Acceptance Test if this does not affect the scheduled terms of the Acceptance Test.
   3.4. Following completion of the Acceptance Test, the EMPLOYER prepares the Acceptance Test report.
   3.5. The Acceptance Test is deemed to be completed successfully and the Software is accepted if the acceptance criteria defined by Clause 5 of the present Annex to the Contract are fulfilled.
4. Issue processing procedure
   4.1. The EMPLOYER'S main users register all the issues found during the Acceptance Test in the EMPLOYER'S application register immediately (within 4 business hours).
   4.2. The EMPLOYER'S and the CONTRACTOR'S contact persons agree on the approved priority of an issue and the scheduled date of elimination thereof within one business day.
   4.3. The CONTRACTOR eliminates any found issues by providing instructions on how the EMPLOYER'S representatives can assure that the issue has been eliminated.
   4.4. The EMPLOYER assures that the issue has been eliminated within 3 (three) business days as from the receipt of the notice regarding elimination of the relevant issue and provides a statement to the CONTRACTOR regarding the status of the issue elimination.
   4.5. The software delivery takes place in compliance with the procedure defined by Annex 5 to the Contract.
   4.6. The issue is closed:
      4.6.1. if the EMPLOYER has not found this issue by performing repeated testing (Accepted issue);
      4.6.2. if the EMPLOYER'S and the CONTRACTOR'S representatives agree that the solution of the issue if not longer valid for the EMPLOYER or that the issue does not exist, or if the issue is reported repeatedly (i.e. it has been reported before and an identical issue is registered) (Cancelled issue);

4.6.3. if the EMPLOYER'S and the CONTRACTOR'S representatives agree on postponing the solution of the issue for a defined or not defined period of time (Postponed issue).

5. Software acceptance criteria

5.1. Software is accepted if minimum one of the below criteria is fulfilled:

5.1.1. All the test samples provided by the Testing Plan are completed or the time scheduled for the Acceptance Testing as specified in the time schedule of the Agreement on Implementation of a Change Request has expired and no new issues have been reported during this period of time.

5.1.2. after the end of the Acceptance Test all the issues reported during the Acceptance Testing have been eliminated and during 5 (five) business days following solving of the last issue reported during the Acceptance Testing no new issues have been reported and no corrected issues have been reported as not actually corrected.

5.2. Reported change request does not affect accepting of the Software in any way.

5.3. The EMPLOYER and the CONTRACTOR agree on time schedules for solving issues in writing regarding any reported issues if the change request does not provide for the contrary.

5.4. The issues reported following emerging of the situations referred to in Clauses 5.1.1 and 5.1.2 and the issues referred to in Clause 5.2 do not affect acceptance of the core part of the Software. The above issues are solved following acceptance of the core part of the Software within the System maintenance.

5.5. The EMPLOYER and the CONTRACTOR can mutually agree on acceptance and commissioning of the Software also containing issues that do not prevent operation of the Software. In this case the EMPLOYER and the CONTRACTOR agrees on the time schedules for solving these issues in writing.

6. If during the Acceptance Test the issues caused by an error in the System software and that cannot be eliminated by means of configuration are found, these issues are solved within the IFS technical service and do not affect the Software acceptance within the present project.

Nodošanas – pieņemšanas akta forma

Pakalpojuma izpildes nodošanas – pieņemšanas akts (_____ pakalpojuma izpildes nodošanu - pieņemšanu) Rīgā, 20__gada__._____ . **AS "Latvenergo"**, reģ. Nr.40003032949 (turpmāk tekstā – "PASŪTĪTĀJS") no vienas puses un _____ reģ. Nr._____ (turpmāk tekstā – "UZŅĒMĒJS") no otras (turpmāk tekstā saukti kopā – "puses" vai katrs atsevišķi, attiecīgi - "Puse"), parakstot šo izpildes nodošanas – pieņemšanas aktu (turpmāk – akts) apliecina, ka: 1. UZŅĒMĒJS nodod un PASŪTĪTĀJS pieņem _____ atbilstoši 20__. gada __._____ starp PASŪTĪTĀJU un UZŅĒMĒJU noslēgtā līguma Nr. _____ (turpmāk – Līgums) noteikumiem; 2. UZŅĒMĒJS Līguma izpildi veicis labā kvalitātē un Līgumā noteiktā termiņā; 3. Pēc šī akta abpusējas parakstīšanas PASŪTĪTĀJS veic maksājumu Līguma XX punktā noteiktā apmērā un Līguma XX. punktā noteiktā termiņā. 4. Akts sastādīts un parakstīts 2 (divos) identiskos eksemplāros, katrai pusei pa 1 (vienam) eksemplāram.	Delivery – Acceptance Deed for Completion of the Service (delivery-acceptance of the completion of service of _____) Riga, __ _____ 20__. Latvenergo AS, Reg. No. 40003032949 (hereinafter referred to as the CONTRACTING AUTHORITY), on once side, and _____ Reg. No._____ (hereinafter referred to as the CONTRACTOR), on the other side, (hereinafter both jointly referred to as the Parties or each separately as the Party), by signing the present Delivery – Acceptance Deed on completion (hereinafter referred to as the deed), hereby confirm that: 1. The CONTRACTOR delivers and the CONTRACTING AUTHORITY accepts the _____ develo ped in compliance with the provisions of Contract No. _____ signed by the CONTRACTING AUTHORITY and the CONTRACTOR on ___ _____ 20__ (hereinafter referred to as the Contract); 2. The CONTRACTOR has completed the Contract at a good quality level and within the term provided for by the Contract. 3. Following mutual signing of the present Deed, the CONTRACTING AUTHORITY makes the payment in the amount stipulated by Clause XX of the Contract within the term stipulated by Clause XX of the Contract. 4. The present Deed has been drafted and signed in 2 (two) identical counterparts, each Party receives 1 (one) counterpart thereof.
PUŠU PARAKSTI	**PARTIES' SIGNATURES**
PASŪTĪTĀJA vārdā saskaņā ar Līguma 6.2. punktu - _____	On the CONTRACTING AUTHORITY's behalf, in compliance with Clause 6.2 of the Contract, _____ .
UZŅĒMĒJA vārdā saskaņā ar Līguma 6.2. punktu - _____	On the CONTRACTOR's behalf, in compliance with Clause 6.2 of the Contract, ,_____
_____/_____/	_____/ _____/

UZŅĒMĒJA darbu izpildes personāla saraksts un apakšuzņēmēju un tiem nodoto darbu saraksts
List of the CONTRACTOR'S personnel performing the works and list of the subcontractors and the works assigned to them

Vārds, uzvārds	Amats un loma projektā	Projekta fāze, kurā tiks iesaistīts	Kvalifikāciju apliecinoši sertifikāti	Patreizējais darba devējs un amats
Given name, Surname	Position and role in project	Stage of project in which the specialist will take part	Qualification certificates	Current employer and position
***	***	***	***	***
***	***	***	***	***
***	***	***	***	***
***	***	***	***	***
***	***	***	***	***
***	***	***	***	***
***	***	***	***	***
***	***	***	***	***
***	***	***	***	***
***	***	***	***	***
***	***	***	***	***

Informācija darbuzņēmējiem, veicot darbus AS "Latvenergo" objektos

AS "Latvenergo" ir viens no videi draudzīgākajiem un drošākajiem energouzņēmumiem Eiropā. Droša darba vide ir mūsu uzņēmuma pamatdarbības neatņemama sastāvdaļa.

Uzsākot darbu kā mūsu darbuzņēmējs, arī Jūs esat atbildīgi par vides, darba aizsardzības un ugunsdrošības prasību ievērošanu uzņēmumā. Visiem veicamajiem darbiem ir jānotiek saskaņā ar Latvijas Republikas normatīvajos aktos noteiktām vides, darba aizsardzības un ugunsdrošības prasībām, kā arī AS "Latvenergo" prasībām konkrēto darbu veikšanā, ja tādas ir noteiktas. Jūsu kvalifikācijai ir jābūt atbilstošai veicamajam darbam.

Visu jautājumu risināšana tiek organizēta ar līgumos norādīto AS "Latvenergo" kontaktpersonu starpniecību.

Par normatīvu noteikto prasību neievērošanu vainīgie darbinieki var tikt saukti pie atbildības saskaņā ar spēkā esošajām Latvijas Republikas tiesību normām.

Vadības sistēmas:

AS "Latvenergo" ir ieviestas un tiek uzturētas Vadības sistēmas, kas sevī ietver Vides pārvaldības sistēmu atbilstoši standartam LVS ISO 14001 "Vides pārvaldības sistēmas. Prasības vadlīniju pielietošanā", Arodveselības un darba drošības pārvaldības sistēmu atbilstoši standartam OHSAS 18001 "Arodveselības un darba drošuma pārvaldības sistēmas. Prasības" un Energopārvaldības sistēmu atbilstoši standartam LVS ISO 50001 "Energopārvaldības sistēmas–Prasības un lietošanas norādījumi".

Ražošanas virziena struktūrvienībās papildus ir ieviesta un tiek uzturēta Kvalitātes vadības sistēmu atbilstoši standartam LVS ISO 9001 "Kvalitātes pārvaldības sistēmas. Prasības".

Ar AS "Latvenergo", Projektu vadības, Vides, Darba aizsardzības, Energopārvaldības politiku un Ražošanas virziena Kvalitātes politikas pamatprincipiem var iepazīties TEC-1, TEC-2, Rīgas HES, Ķeguma HES un Pļaviņu HES informācijas stendos vai AS "Latvenergo"mājas lapā.

Energoefektivitāte:

Ikdienā veicot darbus ir jāievēro sekojošie pamatprincipi:
- *Pēc iespējas jāievēro ēku un telpu rekomendējamie mikroklimata parametri;*
- *Jāseko līdzi, lai ēkās, telpās un teritorijās bez nepieciešamības netiktu turēts ieslēgts apgaismojums;*
- *Jebkura tipa instrumenti un tehnika, kas izmanto dažāda veida enerģijas ir jāuztur darba kārtībā un pēc iespējas jāseko līdzi šo instrumentu efektīvai izmantošanai, netērējot nelietderīgi enerģiju.*
- *Jāizmanto tie darba paņēmieni un jāplāno darbu organizācija tā, lai pēc iespējas tiktu taupīta enerģija.*

Vides aizsardzība:

AS "Latvenergo" objektos procesi, kuriem ir nozīmīga ietekme uz vidi, ir saistīti ar elektroenerģijas un siltumenerģijas ražošanu. Ietekme uz vidi ir saistīta ar iekārtu un būvju ekspluatāciju (gan normālos apstākļos, gan avārijas gadījumos), uzturēšanu, apkalpošanu un remontiem.

Nozīmīgie AS "Latvenergo" vides aspekti (ar darba procesiem saistīti elementi, kuriem ir nozīmīga ietekme uz vidi) ir:
- *atkritumu veidošanās;*
- *piesārņoto notekūdeņu veidošanās;*
- *piesārņojošo vielu emisijas kurināmā sadedzināšanas un glabāšanas rezultātā;*
- *grunts, gruntsūdens un upes ūdens piesārņojums ar ķīmiskajām vielām un maisījumiem avārijas gadījumā;*
- *trokšņa veidošanās;*
- *dabas resursu izmantošana;*
- *ķīmisko vielu un maisījumu izmantošana;*
- *upes krastu erozija un ietekme uz zivju resursiem hidroelektrostaciju darbības rezultātā.*

Veicot darbus AS "Latvenergo" objektos ir būtiski:
- *uzglabāt ķīmiskās vielas un maisījumus tiem paredzētā iepakojumā, nodrošināt atbilstošu marķējumu un drošības datu lapu pieejamību, nepieļaut ķīmisko vielu un maisījumu noplūdi vidē;*
- *dalīti vākt sadzīves, bīstamos un ražošanas atkritumus, uzglabāt atkritumus tam speciāli paredzētā vietā, nodrošināt konteineru marķēšanu un nodot atkritumus organizācijām, kurām ir atļaujas attiecīgo atkritumu veidu apsaimniekošanai. Bez iepriekšējās saskaņošanas neizmantot AS "Latvenergo" vai citiem darbuzņēmējiem piederošus bīstamo vai ražošanas atkritumu konteinerus;*
- *nepieļaut palielinātu ūdens resursu patēriņu un neattīrītu notekūdeņu nokļūšanu vidē vai neatbilstoša sastāva notekūdeņu novadīšanu kanalizācijas sistēmās.*

Darba aizsardzība:

Pirms darbu uzsākšanas AS "Latvenergo" objektos darbuzņēmēju nodarbinātie saņem instruktāžu darba aizsardzībā. Nodarbinātie, kuri veic darbus AS "Latvenergo" valdījumā esošajos objektos var tikt pakļauti dažādu darba vides riska faktoru ietekmei.

Darbuzņēmēju atbildībā ir veikt darba vides risku novērtējumu konkrētās darba vietās un par konstatētajiem riskiem informēt savus darbiniekus, kā arī nodrošināt kvalificētus un atbilstoši apmācītus darbiniekus konkrētu darbu veikšanā.

AS "Latvenergo" valdījumā esošajos objektos sastopamie darba vides riska faktori ir:
- *fizikālie faktori (apkārtējās vides apstākļi, apgaismojums, strāvas iedarbība, elektromagnētiskais starojums, troksnis u.c.);*
- *fiziskie faktori (ilgstoša atrašanās piespiedu stāvoklī, lokāls muskuļu sasprindzinājums, smagumu celšana un pārvietošana u.c.);*
- *bioloģiskie faktori (ērču un citu insektu kodumi, dzīvnieku kodumi, dzīvnieku pārnēsātās slimības, hepatīta vīrusi u.c.);*
- *ķīmiskie faktori (dažādu ķīmisko vielu un produktu, putekļu, azbesta putekļu, aerosolu, dzinēju izplūdes gāzu u.c. vielu toksiska iedarbība u.c.);*
- *traumatiskie faktori (neatbilstošs konstrukciju tehniskais stāvoklis, asumi, nelīdzenas virsmas, pakrišana, paklupšana, atsišanās, krītoši priekšmeti, kritiens no augstuma, neatbilstošs aprīkojums vai tā neatbilstoša lietošana, kustībā esošie mehānismi, apbēršanas vai nogruvuma iespēja darba vietā, apdedzināšanās, applaucēšanās iespēja darba vietā, appludināšanas iespēja darba vietā, noslīkšanas iespēja darba vietā, sprādzienbīstama vide u.c.);*
- *psihoemocionālie faktori (stress darbā, nogurums, saspringti darba termiņi, konfliktsituācijas, nepilnības darbu organizācijā);*
  u.c., kas var pastāvēt konkrētā darba vietā.

Lai samazinātu vai novērstu darba vides riskus Darbuzņēmējam ir:
- *Jāidentificē konkrētie darba vides riski pirms darbu uzsākšanas;*
- *Jāveic visi nepieciešamie organizatoriskie un tehniskie pasākumi, kas samazina vai novērš riskus konkrētā darba vietā;*
- *Jāievēro ārējo normatīvo aktu un darba aizsardzības instrukciju noteiktās prasības;*
- *Jāievēro iekārtu izgatavotāju ekspluatācijas vai lietotāju instrukcijas;*
- *Obligāti jālieto darba devēja izsniegtie individuālie aizsardzības līdzekļi (IAL);*
- *Jāievēro objektos izvietotās brīdinājuma zīmes un drošības zīmes darba vietā.*

Pārvietojoties uzņēmuma teritorijā, ir jāņem vērā konkrēto meteoroloģisko laika apstākļu ietekme, pārvietošanās maršrutā esošo klājumu tehniskais stāvoklis, kā arī nedrīkst veikt darbības, kas var apdraudēt savu un citu darbinieku drošību.

Ugunsdrošība un rīcība ārkārtas situācijās:

Pirms darbu uzsākšanas AS "Latvenergo" valdījumā esošajos objektos darbuzņēmēju nodarbinātie tiek instruēti ugunsdrošībā, informēti par ugunsdrošības pasākumiem, ugunsdzēsības līdzekļiem un evakuācijas ceļiem konkrētajā objektā.

Lai samazinātu vai novērstu ugunsdrošības riskus ir jāievēro:
- *konkrētā objekta ugunsdrošības instrukcijas noteiktās prasības;*
- *ugunsbīstamo darbu veikšanas nosacījumi;*
- *objektos izvietotās drošības zīmes.*

Ārkārtējas situācijas gadījumos (avārija, ugunsgrēks vai cita ārkārtas situācija), katram strādājošam AS "Latvenergo" objektos, ir pienākums parūpēties par savu un tuvumā esošu cilvēku drošību un nekavējoties informēt attiecīgā objekta atbildīgā dienesta darbinieku un turpmāk rīkoties saskaņā ar viņa norādījumiem.

Dzirdot kopējās izziņošanas sistēmas trauksmes signālu vai brīdinājumu, darbuzņēmējam jārīkojas saskaņā ar izziņošanas sistēmas norādījumiem.

Ja noticis nelaimes gadījums, darbu nekavējoties pārtraukt, cietušajam sniegt pirmo palīdzību (ja nepieciešams izsaukt neatliekamo medicīnisko palīdzību pa tālruni 112), paziņot par to tiešajam vadītājam. Darbuzņēmēja darbu vadītājam par nelaimes gadījumu jāinformē attiecīgā AS "Latvenergo" kontaktpersona.

Par vides, darba aizsardzības vai ugunsdrošības jautājumiem AS "Latvenergo" objektos vērsieties pie vides un darba aizsardzības speciālista pa telefonu _____ vai e-pastu _____

Caurlaižu režīms:

Objektu teritorijas var būt nožogotas vai aprīkotas ar barjerām, nožogotās teritorijas pa visu perimetru ir

aprīkotas ar apsardzes signalizāciju un video novērošanas kamerām.

Darbuzņēmēju iebraukšanu - izbraukšanu un ieeju – izeju ražošanas objektu teritorijās (t.sk. ārpus noteiktā darba laikā) nodrošina objektā strādājošie atbildīgie darbinieki saskaņā ar AS "Latvenergo" caurlaižu režīma noteikumiem. Brīvdienās un svētku dienās darbuzņēmēju iekļūšana attiecīgajos objektos atļauta pēc darbuzņēmēja atsevišķa rakstiska pieprasījuma par katru konkrētu gadījumu.

Ja darbuzņēmēja darbības rezultātā tiek pārkāpti noteikumi, kas rada draudus personāla veselībai vai dzīvībai, pastāv potenciāls vides apdraudējums, vai iespēja ciest materiālos zaudējumus, AS "Latvenergo" atbildīgie darbinieki ir tiesīgi apturēt darbu izpildi, sastādot pārbaudes protokolu.

Information to contractors in course of performing works at the sites of Latvenergo AS

Latvenergo AS is among the most environmentally friendly and safest power utilities in Europe. Safe working environment is an indispensable constituent of the core activities of our company.

By starting working as our contractor you are responsible for following environment, work safety and fire safety requirements in the company. All the performed works should take place in compliance with the environment, work safety and fire safety requirements stipulated by regulatory enactments of the Republic of Latvia and also the requirements of Latvenergo AS for performing relevant works, if applicable. Your qualifications should comply with the work to be performed.

Solving of any matters is organised visa the contact persons of Latvenergo AS defined by contracts.

Employees responsible for non-compliance with the requirements provided by regulations may incur liability in compliance with the legislation of the Republic of Latvia in force.

Management systems:

Management systems comprising the Environment Management System in compliance with Standard LVS ISO 14001 "Environment Management Systems. Requirements for application of guidelines", the Occupational Health and Safety Management System in compliance with Standard OHSAS 18001 "Occupational health and safety management systems. Requirements" and the Energy Management System in compliance with Standard LVS ISO 50001 "Energy management systems - Requirements and instructions for use" have been introduced and are maintained at Latvenergo AS.

The Quality Management System in compliance with Standard LVS ISO 9001 "Quality Management Systems. Requirements." has also been implemented in the structural units of the Production Direction.

The core principles of the Project Management, Environment, Work Safety, Energy Management Policies and the Quality Management Program of the Production Direction of Latvenergo AS are available at the information displays of CHPP-1, CHPP-2, Riga HPP, Ķegums HPP and Pļaviņas HPP or on the website of Latvenergo AS.

Energy Efficiency:

The following core principles shall be followed in performing works on daily basis:

- *The recommended parameters of the micro climate of buildings and premises should be complied with as far as possible.*
- *It should be followed up that lighting is not turned on without necessity in buildings, premises and territories.*
- *All tools and machinery consuming various types of energy should be maintained in the working order and efficient use of these tools without inefficient energy consumption should be ensured.*
- *The working methods should be applied and the works should be organised in the manner securing most energy savings.*

Environment protection:

Processes having major impact upon the environment and which are related to generation of power and production of heat take place at the sites of Latvenergo AS. The impact upon the environment is related to operation of machinery and buildings (both under standard conditions and in emergencies), maintenance, service and repairs thereof.

The important environment aspects of Latvenergo AS (elements related to work processes and having major impact upon the environment) are as follows:

- *waste production;*
- *production of polluted waste water;*
- *emissions of harmful substances in the result of fuel combustion and storage;*
- *pollution of soil, groundwater and river water with chemical substances and mixtures thereof in case of an accident;*
- *noise production;*
- *use of natural resources;*
- *use of chemical substances and mixtures;*
- *erosion of river Credit institutions and impact on fish resources in the result of operation of hydro power plants.*

In the course of performing works at the sites of Latvenergo AS the following issues are important:

- *storage of chemical substances and mixtures at specially designed packaging, securing compliant labelling and accessibility of Safety Data Sheets, not allowing escape of chemical substances and mixtures in the*

environment;

- *separated collection of household, harmful and production waste, storing of waste at the intended place, securing labelling of containers and delivery to waste processing organisations possessing permissions for handling the relevant types of waste. Not to use containers of harmful or production waste held by Latvenergo AS or other contractors without securing prior approval thereof;*
- *not to permit extended consumption of water resources and escape of not treated waste water in the environment or transfer of waste water of non-compliant composition to the sewage systems.*

Labour protection:

Prior to commencing work at the sites of Latvenergo AS the contractors' employees are instructed regarding labour safety. The employees performing work at the sites possessed by Latvenergo AS can be exposed to various risk factors of the work environment.

Contractors are responsible for evaluation of the work environment risk at work places and for notifying their employees regarding any found risks, as well as for assigning qualified and trained employees for performance of relevant work assignments.

The work risk factors at the sites possessed by Latvenergo AS are as follows:
- *physical factors (environment conditions, lighting, current impact, electrical magnetic radiation, noise, etc.);*
- *physical factors (forced body positions for extended time periods, local tension of muscles, lifting and moving heavy weights, etc.);*
- *biological factors (bites of ticks and insects, bites of animals, diseases disseminated by animals, hepatitis virus, etc.);*
- *chemical factors (toxic impact caused by various chemical substances and products, dust, asbestos dust, aerosols, engine emission gas and other substances, etc.);*
- *trauma causing factors (non-compliant technical condition, sharp edges, uneven surfaces, falling, hitting, falling objects, falling from a height, non-compliant equipment or non-compliant use thereof, moving mechanisms, possibility of being buried or possibility of avalanches at the work place, burning, burning with hot water at the work place, flooding at the work place, drowning at the work place, explosion risk environment, etc.);*
- *psycho emotional factors (stress at work, tiredness, strict work terms, conflict situations, deficiencies in the organisation of work, etc.);*
and other factors which may be present at the work place.

In order to minimise or prevent the work environment risks the Contractor shall:
- *identify the particular working environment risks prior to commencing works;*
- *implement all the necessary organisational and technical measures minimising or preventing risks at the particular work place;*
- *comply with the requirements stipulated by external regulatory enactments and labour safety instructions;*
- *comply with the operational instructions or user's instructions of the equipment manufacturers;*
- *use the individual means of protection provided by the employer;*
- *comply with the safety signs installed at sites and safety signs at the work place.*

In the course of moving in the territory of the company the impact of the particular weather conditions, the technical condition of the surface covers on the movement route should be considered and it is prohibited to do anything causing threat to own security and security of other employees.

Fire safety and action in emergency situations:

Prior to commencing works at sites possessed by Latvenergo AS, the employees of contractors are instructed on fire safety, notified of fire safety measures, fire extinguishing means and escape routes at each relevant site.
In order to minimise or prevent fire safety risks the following shall be complied with:
- *the requirements provided by fire safety instructions of the particular site;*
- *the conditions of performance of works involving fire risks;*
- *safety signs installed at sites.*

In emergency situations (accident, fire or another emergency situation) each person working at the sites of Latvenergo AS is obliged to take care of own safety and the safety of other people around and to notify the employee of the responsible service of the site thereof and to take further action in compliance with his/ her instructions.

At hearing the overall alarm signal or warning the contractor should act in compliance with the instructions of the notification system.

If an accident has happened, the works should be suspended immediately, first aid should be administered to the victim (emergency medical service should be called by calling 112 if necessary), the direct supervisor should be

notified. The contractor's work manager should notify the accident to the relevant contact person of Latvenergo AS.

Regarding the matters of environment, labour safety or fire safety at the sites of Latvenergo AS, the environment and labour safety expert should be contacted by calling _____ or writing to the e-mail _____

Regime of security passes:

The territories of sites can be enfenced or equipped with barriers, enfenced territories are equipped with security alarm and CCTV cameras along the complete perimeter.

Entrance-exit by vehicles or on foot to the/ from the territories of production sites by contractors (including outside the set working hours) is provided by the responsible personnel working at the relevant site in compliance with the rules of the regime of security passes of Latvenergo AS. Access of contractors to the relevant sties on holidays and days-off is allowed based on the contractor's specific written request in each particular case.

If the contractor's actions result in breaching regulations causing threat to the personnel health or security or there is potential threat to the environment, or there is a possibility of suffering material damage, the responsible personnel of Latvenergo AS are entitled to suspend performance of the works by preparing an inspection protocol.