

**CONTRACT No. 010000/25-391**

**On Renewable electric energy resource management system implementation and five-year support (ID number: AS "Latvenergo" 2024/20)**

Riga, 12. 04 2025

**Latvenergo AS**

(hereinafter referred to as the "Employer")

Registration number: 40003032949

VAT payer number: LV40003032949

Address: Pulkveza Brieza Street 12, Riga, LV-1230

Credit institution: [...]

SWIFT code: [...]

Account number: [...]

represented by its [...];

and

**Inavitas Enerji A.Ş.**

(hereinafter referred to as the "Contractor")

Registration number: TR8150778095

VAT payer number:

Address: Yenimahalle/Ankara, Cadde No:1 1748  
(TURKEY), 006370

Credit institution: Türkiye Garanti Bankasi A.Ş.

SWIFT code: [...]

Account number: [...]

represented by its [...];

hereinafter individually referred to as the "Party" and hereinafter jointly referred to as the "Parties" agree as follows:

**SPECIAL TERMS**

**1. Subject of the Contract**

- 1.1. The Contractor undertakes to perform for the Employer renewable electric energy resource management system implementation and five-year support (hereinafter referred to as the Works), but the Employer undertakes to pay for the Works performed pursuant to the terms of the Contract.
- 1.2. The Works envisaged within the framework of the Contract include:
- 1.2.1. ☐ repair works;
  - 1.2.2. ☐ equipment, building maintenance and servicing;
  - 1.2.3. ☐ construction works;
  - 1.2.4. ☐ author supervision;
  - 1.2.5. ☐ survey works;
  - 1.2.6. ☒ development of a Work Performance Program;
  - 1.2.7. ☐ Construction project (construction design) development;
  - 1.2.8. ☒ Technical design development;
  - 1.2.9. ☒ Preparation of project documents;
  - 1.2.10. ☒ Training of the Employer's staff;;
  - 1.2.11. ☒ Five-year system maintenance;
  - 1.2.12. ☒ Delivery and configuration of equipment.

**2. Contract price and Contract amount**

- 2.1. The Contract price for the performance of the Works specified in this Contract, which the Employer pays to the Contractor, is set up to 2 247 700,00 (two million two hundred forty seven thousand seven hundred euros and 00 cents), excluding value added tax (VAT), the reserve for unforeseen works amount up to EUR 224 770,00 (two hundred twenty four thousand seven hundred and seventy euros and 00 cents), excluding VAT, which together constitute the amount of the Contract up to EUR 2 472 470,00 (two million four hundred seventy two thousand four hundred and seventy euros and 00 cents), excluding VAT, including:

- 2.1.1. the implementation of renewable electric energy resource management system - up to EUR 1 507 700,00 (one million five hundred seven thousand and seven hundred euros, 00 cents), excluding reserve and VAT;
- 2.1.2. support and maintenance of the system for 5 (five) years – up to EUR 740 000,00 (seven hundred and forty thousand euros, 00 cents), excluding reserve and VAT;
- 2.1.3. reserve for unforeseen works amounting up to EUR 224 770,00 (two hundred twenty four thousand seven hundred and seventy euros, 00 cents), excluding VAT.

### **3. Components of the Contract**

- 3.1. Special Terms of the Contract;
- 3.2. General Terms of the Contract;
- 3.3. Annexes to the Contract:
  - 3.3.1. ☒ Annex No.1 – Table of Prices;
  - 3.3.2. ☒ Annex No.2 – Time Schedule of Works;
  - 3.3.3. ☒ Annex No.3 – Technical Specification;
  - 3.3.4. ☒ Annex No.4 – List of Subcontractors and Works Delegated to Them;
  - 3.3.5. ☒ Annex No. 5 – List of qualified personnel of the Contractor, the justification of their qualifications;
  - 3.3.6. ☒ Annex No.6 – IT Security Rules;
  - 3.3.7. ☒ Annex No.7 – Personal data protection rules;
  - 3.3.8. ☒ Annex No.8 – Procedure of processing applications and service quality criteria;
  - 3.3.9. ☒ Annex No.9 - Delivery of Software;
  - 3.3.10. ☒ Annex No.10 – Testing and Acceptance of Software;
  - 3.3.11. ☒ Annex No.11 – Tender submitted by the Contractor for the procurement procedure "Renewable electric energy resource management system implementation and five-year support", ID No. AS "Latvenergo" 2024/20 (*this annex is comprised of both 1<sup>st</sup> and 2<sup>nd</sup> stage applications/proposals, answers by the Employer to submitted questions during the Tender and all clarifications between Employer and Contractor. This annex is not physically attached to the Contract*).

### **4. Work performance deadline**

- 4.1. The Contractor undertakes to perform the Works in accordance with the Time Schedule of the Works (Annex No.2), to start the performance of the Works from the mutual signing of this Contract and to complete the Works:
  - 4.1.1. the implementation of renewable electric energy resource management system - by 32 (thirty two) weeks from the start of performance;
  - 4.1.2. support and maintenance of the system - 60 (sixty) months after the signing of the acceptance deed for the renewable energy management system.

### **5. Scope of Works and procedure of assignment**

- 5.1. The scope of the Contractual Works is specified in the Contract and for any changes thereto, including unforeseen works, the Employer shall pay the Contractor only in cases if prior to performance of such works the Parties have mutually signed an agreement on changes in the scopes of the Works pursuant to Clause 12 of the General Terms, or for the performance of unforeseen works within the scope and amount of the Contract (from the unforeseen works item specified in Annex No.1), the Employer shall pay the Contractor only if the Parties have included the changes of the scope of such works in a technical deed signed by Project Managers of both Parties. If the Contractor, disregarded the procedure provided for in this Clause, has started and performed the works that are not included in the scope of Contractual Works and the Table of Prices (Annex No.1), then the Employer is not obliged to pay for these works subsequently when these works or the necessary works arising from them have been completed, and all these costs must be borne by the Contractor itself.

### **6. Warranty defects notification period**

The warranty defect notification period is 60 (sixty) months, counting from the date which is indicated in the mutually signed Taking Over Certificate as the start date of the warranty defect notification period.

### **7. Contract performance securities**

- 7.1. ☐ does not apply.
- 7.2. In accordance with the procedure specified in the General Terms the Contractor shall submit to the Employer:
  - 7.2.1. ☒ a Contract Performance Security in the amount of 10% of the Contract price specified in Clause 4.1.1 – within 21 (twenty-one) days after signing the Contract;
  - 7.2.2. ☐ an Advance Payment Guarantee in the amount of the advance payment provided for in the Contract;

- 7.2.3. ☒ a Warranty Period Security in the amount of 2% of the Contract price – before handing over the Works to the Employer;

## **8. Insurance**

- 8.1. ☐ does not apply.
- 8.2. The Contractor shall submit a copy of the insurance contract to the Employer in accordance with the procedures specified in the General Terms for:
- 8.2.1. ☐ mandatory civil liability insurance of the performer of construction works in accordance with regulatory enactments, the liability for loss/damage to the Employer/Employer's personnel shall be included in the insurance cover;
- 8.2.2. ☐ mandatory civil liability insurance of the construction specialists in the amount specified in regulatory enactments;
- 8.2.3. ☒ Contractor's civil liability insurance against the Employer. The insurance indemnity limit of the Contractor's civil liability insurance against the Employer is not less than the Contract price.

## **9. Authorisation in the construction information system**

- 9.1. ☒ does not apply.
- 9.2. ☐ The Employer shall provide the Contractor with the authorisation required for the performance of the Works in the construction information system.

## **10. Procedure of attraction of subcontractors**

- 10.1. ☐ in accordance with procedure A of the General Terms.
- 10.2. ☒ in accordance with procedure B of the General Terms.

## **11. Procedure of acceptance of works and payment**

- 11.1. The Works are accepted in accordance with the procedure specified in the Technical Specification (Annex No.3), but in any case by signing Taking Over Certificate, as specified in the General Terms. Depending on the specific features of the Works, the Contract also provides for the following documents to be signed documents:
- 11.1.1. ☐ Monthly report on completed works (Form No. 2);
- 11.1.2. ☐ taking over certificate of the equipment and/or building after repair and/or maintenance;
- 11.1.3. ☐ deeds for acceptance for service specified in the regulatory enactments regulating construction;
- 11.1.4. ☒ Performance certificate under the Contract after the fulfilment of all warranty liabilities;
- 11.1.5. ☐ TOPS system records of the commissioning of equipment and/or construction after repair and/or maintenance;
- 11.1.6. ☒ taking over certificate of the System;
- 11.1.7. ☒ quarterly acceptance deed for system maintenance services.
- 11.2. The Parties agree that payment will be made upon completion of all Works. In this case the Contractor is entitled to issue invoices only after approval of the Taking Over Certificate of the Works by the Employer. The Contractor shall issue invoices in accordance with the procedure defined in regulatory enactments.
- Payment for the system support and maintenance services shall be made on a quarterly basis on the basis of the quarterly acceptance deed and invoice submitted by the Contractor.

## **12. Contractual penalty for delay in performance of Works**

- 12.1. ☐ in accordance with procedure A of the General Terms.
- 12.2. ☒ in accordance with procedure B of the General Terms.
- 12.3. The following additional contractual penalties are determined under the Contract:
- 12.3.1. If in the quarterly acceptance deed for system maintenance services, signed by both parties, it is established that the Contractor has not complied with the service quality criteria defined in Clause 12.3.2 of this Agreement, then the Employer shall be entitled to reduce the current payment for the provision of Support and Maintenance Services by up to 5%. The applicable penalty interest shall be calculated in accordance with the procedure for determining the service quality criteria set out in Clause 12.3.2. of Annex No.8 item 2 to this Contract;
- 12.3.2. Service quality criteria:
- a. 24/7 availability of the Contractor Support Service;

- b. Response time of the Contractor to an emergency priority application 1 hour following receipt of a telephone notification from the Employer. Response time to low priority application 16 hours;
- c. Disaster priority application resolution time 4 hours;
- d. High priority application resolution time 8 hours;
- e. Medium priority application resolution time 2 working days;
- f. Low priority application resolution time 4 working days.

### **13. Additional deviations from the General Terms of the Contract are not foreseen in Special Terms of the Contract:**

- 13.1. The Contractor certifies and undertakes to ensure during the term of the Contract that (except for the case where the opinion of the competent state security authority has been received for the conclusion of the Contract):
  - 13.1.1. it is registered in a member state of NATO, the European Union or the European Economic Area;
  - 13.1.2. the true beneficiary of the Contractor is a citizen of a member state of NATO, the European Union or the European Economic Area, or a non-citizen of the Republic of Latvia;
  - 13.1.3. the manufacturer of the software or equipment used to provide the Services is a legal entity registered in a member state of NATO, the European Union or the European Economic Area, or a natural person who is a citizen of the Republic of Latvia, a citizen of a country of NATO, the European Union or the European Economic Area.
  - 13.1.4. The Contractor shall immediately notify the Project Manager specified in Clause 14.1.1 of the Contract if the Beneficiary of the Contractor has changed.
  - 13.1.5. The Contract is immediately terminated if any of the restrictions mentioned in Clause 13.1 above apply to the Contractor and the competent national security authority has not approved the continuation of the Contract.
  - 13.1.6. In the event that, during the term of the Contract, changes are made to legal acts that affect the security of information and communication technologies or determine stricter cyber security requirements, the Contractor undertakes to ensure compliance with the aforementioned requirements, with the Parties making the necessary amendments to the Contract.

### **14. Responsible persons and authorisations specified in the Contract**

- 14.1. The Employer assigns the following responsible persons for the performance of the Contract:
  - 14.1.1. Employer's Project Manager – [...]
  - 14.1.2. Employer's Technical Supervisors – [...]
- 14.2. The Employer is entitled to unilaterally replace the responsible persons of the Employer mentioned in Clause 14.1. of the Special Terms by sending a written notice to the Contractor.
- 14.3. The Contractor assigns the following responsible persons for the performance of the Contract:
  - 14.3.1. Contractor's Project Manager - [...]
  - 14.3.2. Specialist Programmers - [...]
  - 14.3.3. ITT Security Officer - *ITT Security Officer* – [...]
  - 14.3.4. IS Analyst - [...]
  - 14.3.5. Database Administrator - [...]

### **15. Management of the spread of COVID-19**

- 15.1. The Parties shall be responsible for and undertake to comply with all measures established in the Republic of Latvia and the Employer's sites in connection with the restrictions of COVID-19. The Employer's representative introduces the other Party with the restrictions set by the Employer's company in relation to COVID-19.
- 15.2. Each Party shall bear the costs incurred by it in connection with the restrictive measures imposed by COVID-19 and compliance with them.
- 15.3. The Parties shall not be liable to each other for any delay or non-fulfilment of liabilities if the Party acted with due professional diligence and is therefore not responsible for any delay or non-fulfilment of liabilities due to spread of COVID-19 or restriction measures that have entered into force after the date of Contractor's tender submission or conclusion of this Contract, including, the Party shall not impose late payment interest, contractual penalties to the other Party and shall not demand compensation for losses or other costs caused by the above reasons.



- 15.4. The Party affected by COVID-19 is obliged to inform the other Party immediately about the delayed deadlines for the fulfilment of obligations and the planned deadlines for the performance of the Works and/or the circumstances of non-fulfilment of obligations.
- 15.5. The Party affected by COVID-19 shall, at the request of the other Party, demonstrate the circumstances set out in the notification, including that the cause of the delay or non-fulfilment of liabilities is COVID-19 and that it has acted with due professional care to prevent the delay or non-fulfilment of liabilities.
- 15.6. In the event if due to the spread of COVID-19 or measures related to its restriction, the Parties are unable to continue to fulfil their obligations, the Parties agree to have the right to terminate the Contract. A party shall also have the right to terminate the Contract unilaterally if due to the spread of COVID-19 or measures related to its restriction for the other Party it is impossible to continue fulfilling the obligations under the Contract for more than 90 (ninety) days.

## **16. Signatures of the Parties**

- 16.1. By signing these Special Terms of the Contract, the Parties also agree to the General Terms of the Contract and the Annexes provided as selected in Clause 3.3. of the Special Terms.

### **EMPLOYER**

Latvenergo AS

[...]

[...]

### **CONTRACTOR**

Inavitas Enerji A.Ş.

[...]

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