**TECHNICAL SPECIFICATION**

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| **1. DEFINITIONS AND ABBREVIATIONS** |

**1.1. Buyer –** UAB “Ignitis Group Service Centre”

**1.2. Provider** – Economic subject – natural person, private legal entity, public legal entity, other organizations and their divisions or a group of such entities, with which the Buyer concludes the Contract.

**1.3. Contract** – A contract concluded between a Provider and the Buyer regarding the object of procurement.

**1.4. System (or AM)** – The asset management system used by the Ignitis group – IBM “Maximo”.

**1.5. Goods** – System licenses, delivered within the terms stated in this technical specification.

**1.6. Services** – Expansion services of functionality of the current information system – IBM “Maximo” (including provision of required licenses), Maintenance services, Support services, Consultation services, Development services, Training services, Integration services, Additional support services and warranty servicing.

**1.7. Expansion services** – Services of creation of a separate instance / copy of the System, installation of functionality of the System, testing, user training.

**1.8. Maintenance services** – Services of maintenance and support of the System, consisting of System support services and consulting services.

**1.8.1. Support services** – establishment and resolution of issues / disruptions of operation of the System.

**1.8.2. Consultation services** – consultation of representatives of the client regarding all issues related to use, development and operation of the system.

**1.9. Development services** – Services of improving, modifying, developing the System.

**1.10 Training services** –services of training system users, administrators and super-users. The services must be provided according to the requirements of this specification and coordinated training plan.

**1.11.** Integration services – Services of creation of an integrations between System and other Buyers IT systems.

**1.12. Additional support services** – support services after the end of trial exploitation.

**1.13. Order** – order of the Buyer of certain Goods and / or Services indicated in the Contract.

**1.14. Project** – fixed-term activity, the scope of which – all services purchased according to this Contract.

**1.15. Ignitis Group** – UAB “Ignitis Gorup” group of companies.

**1.16. ESO** – a company of the Ignitis group – AB “Energijos skirstymo operatorius”, Lithuanian electricity and gas distribution operator.

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| **2. OBJECT OF THE PROCUREMENT** |

2.1 IBM Maximo expansion of functionality, development and support services, including all the required Maximo licenses.

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| **3. SCOPE OF THE OBJECT OF THE PROCUREMENT**  **3.1. The amount of Goods and Services:** | | | | |
| **No.** | **Name and description of the Services / Goods** | **Measure of units** | **Minimum amount during the period of Contract[[1]](#footnote-1)** | **Maximum amount during the period of Contract[[2]](#footnote-2)** |
| 1 | Extension services (IBM Maximo) | time | 1 | - |
| 2 | Desktop licenses, full and limited (1:3, 3:1) | unit | 200 | 400 |
| 3 | Express licenses | unit | 20 | 50 |
| 4 | Mobile application implementation services | time | 1 | - |
| 5 | Mobile licenses**[[3]](#footnote-3)** | unit | 300 | 700 |
| 6 | Training services | unit | - | 10 |
| 7 | Integration services | unit | - | 16 |
| 8 | Additional support services | month | - | 12 |
| 9 | Development services | hour | - | 4000 |

**3.2 The object of the procurement consists of:**

3.2.1. The IBM Maximo software, Maximo Anywhere (or equivalent) mobile application and all of the Maximo licenses required for operation of the system.

3.2.2. Maintenance and Support of the System;

3.2.3. License support (beginning of the support – the following day of the day of transferring the licenses);

3.2.4. System extension services: creation of a stand-alone copy of the system, installation/configuration/creation of functionality and related services;

3.2.5. Required integrations (up to 16 integrations, requirements for Integration services are set out in 5.2.4. of Technical Specifications);

3.2.6. Data migration from the Buyers IT systems or other data sources provided by the Buyer (Excel sheets, PDF, etc.), including data conversion.

3.2.7. User training at Buyers premises, situated across Lithuania (in 5 main cities). The training is to take place in groups of up to 12 users, no more than 9 groups in total. Separate training has to be foreseen for super-users and administrators (1 group, up to 10 persons). The Provider must prepare training plan and coordinate it with the Buyer. With the approval of the Buyer second and so forth training sessions for the same group (if multiple sessions are foreseen for the same group) can be provided via remote meeting software (Skype for Business or Microsoft Teams).

3.2.8. Installation, configuration and all other works required for full operation of the mobile application.

3.2.9. Development services. Development services. starts after Buyer submits the Order. Development hours can only be used for additional functionalities that is not mentioned in functional and non-functional functionalities list (Attachments No. 1-2);

3.2.10. Maintenance services. The costs of Maintenance services for the period of extension of the System must be included in the price of Extension services. During the period of Extension services (Technical specification Paragraph 5.2.13.2.) Maintenance services may not be subject to additional taxation.

3.2.11. Additional maintenance and support services. The term of services – 12 months, the beginning of the services – 5 working days after an Order is placed by the Buyer, but no earlier than the end of trial exploitation. The order of payment for services is described in the Contract.

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| **4. LOCATION OF CARRYING OUT THE CONTRACTUAL OBLIGATIONS** |

4.1. Provider will be using the IT infrastructure of the Buyer. Meetings with representatives of the Buyer, acceptance testing, trial exploitation and other project activities requiring presence of representatives of the Provider in the premises of the Buyer are performed at the headquarters of the Buyer (Vilnius, Lithuania).

4.2. The Buyer provides testing and production environment infrastructure (the installation of the environment itself is Providers responsibility), if there is a need to have a development environment – its creation and maintenance are the responsibilities of the Provider.

4.3. Upon written agreement of the Parties, the Provider may be granted an ability of remote connection to the System (production and testing environments) for observation, management of operation of the System, uploading of modifications to the testing environment.

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| **5. REQUIREMENTS FOR THE OBJECT OF THE PROCUREMENT** |
| **5.1. Description of current situation** |

ESO, a company of the Ignitis group, exploits distribution networks of electricity and gas within the territory of Lithuania and ensures electricity and gas supply to 1,65 mil. (electricity) consumers and 0,6 mill. (gas) consumers. Electric power is distributed from 394 high voltage transformer sub-stations, through ~125 thousand kms of electricity lines and cables (0,4-35 kV voltage), as well as through ~38,6 thousand of transformers (0,4-10 kV). In order to ensure supply of natural gas, the Company exploits 8914 km of high- and low-pressure gas lines, 510 cathodic safety devices, 791 gas pressure regulation devices, 64 thousand gadgets of gas pressure regulation.

Currently ESO uses an outdated asset management information system which causes high costs of maintenance and has a lot of non-standard functionality – TEVIS, and an information system of network infrastructure development –TIVIS. It is identified, that the asset exploitation data held by the Company is incomplete. Currently the TEVIS / TIVIS information systems are being adapted to asset management process used by the Company, which not always conform with the good practice of technical maintenance of assets applied by foreign countries. Such situation does not conform with the needs of the Company, related to processes of maintenance and repairs of technological assets, because it is not possible to systematically perform maintenance and servicing of assets of the Company.

The Buyer provides rent and maintenance services of IT systems to the companies of Ignitis group and has IBM “Maximo” asset management system installed (several separate copies) on its infrastructure and rents them to the companies of the group. The following functional modules operate in the asset management system used by the Buyer:

1. Asset management; 2. Workforce management; 3. Scheduled maintenance; 4. Work plans; 5. Warehouse management; 6. Budgeting; 7. Meters; 8. Instructions/Assignments (custom functionality; must-have as per Lithuanian work safety regulations); 9. Reports; 10. KPI

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| **5.2. Description of the object of the procurement** |

**5.2.1. General requirements**

5.2.1.1. Term of the Expansion services – 24 months from the day of signing the Contract.

5.2.1.2. The Provider must include representatives of the Buyer in the analysis, designing, configuration, testing, trial exploitation of the System.

5.2.1.3. The expansion of the System must include:

5.2.1.3.1. Licenses (only when and only to the extent of actual use by the Buyer);

5.2.1.3.2. Analysis phase.

5.2.1.3.3. Preparations of the architecture of the System.

5.2.1.3.4. Analysis and adjustment of current business (functional) requirements (Annex No. 1); analysis of current business processes and projection of future business processes, etc.;

5.2.1.3.5. Installation and configuration of the System, creation of non-standard functionality. The installation of the System can be divided into 2 (two) stages:

5.2.1.3.5.1 Asset maintenance and exploitation module (Functional requirements sections 1-2, 6-13)

5.2.1.3.5.2 Development of new assets module (Functional requirements sections 3-5)

5.2.1.3.6. Data conversion and migration from data sources provided by the Buyer;

5.2.1.3.7. Testing;

5.2.1.3.8. Training, taking place in Buyers premises;

5.2.1.3.9. Installation, configuration and trail exploitation;

5.2.1.3.10. Warranty carried out without additional charges for 1 (one) year. The warranty period begins once the trial exploitation of the System is completed.

5.2.2. **Acceptance of the results**

5.2.2.1. Project results (deliverables) are provided in Table No. 1.

Table No. 1. Project results

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| **Result** | **Description of the result** |
| RES-1. Project plan | The Project plan must include, but is not limited to:   * Functions and responsibilities of the Provider (including partners if there are such) and other related parties; * Responsibilities of experts of the Provider; * Organizational structure; * Project management procedures; * Principles of Project implementation: * Task management; * Quality assurance (quality control management process, quality inspection procedures and audits, testing methodology, measures of quality assurance, etc.) * documentation approval procedure; * Projects milestones and deliverables acceptance procedure; * communication management; * Risk management, scope management (risk management methodology, procedure of risk identification; analysis of risk factors, etc.) * Project tracking procedures. * A prepared Project plan must be coordinated with the Buyer. |
| RES-2. Detailed schedule | * When preparing the schedule, the Provider must follow the methodologies of Project Management Institute (PMI), Agile or equivalent; * When preparing the schedule, the Provider must follow the term of Project completion, indicated in the item 5.2.1.1. of the Technical Specification. * Duration and dependencies of stages and tasks, milestones and Project finish date have to be indicated in the schedule. When preparing the schedule, the Provider must estimate the time required for coordinating results with the Buyer; * Required involvement of employees of the Buyer must be specified in the schedule of the Project (responsibilities, terms, scope); * A prepared schedule of the Project must be coordinated with the Buyer. * If a need arises in the course of the Project, the plan and schedule must be renewed and coordinated with the Buyer. |
| RES-3. Detailed specification of the AM architecture | At least the following must be provided in the detailed specification of the AM infrastructure:   * The scheme of realization of the AM system (sub-systems and their connections); |
| RES-4. Analysis and design documentation | At least the following must be provided in the document of analysis and designing:   * Use-case document. * Detailed technical specification: * AM data model; * AM data structure and beings; * Standards and technologies applicable to AM; * Specification of data exchange and (or) integrations with other information systems / registers, including description of the process of exchanging data; description of data structures and requirements applicable to them; description of the technology used; * Description of data flows: structure, content, technical attributes, exchange procedures, etc.; * Specification of detailed functional and non-functional requirements necessary for realization of functions (FSD): * Description of data required for AM, rules of data entering / receiving and verification; field lengths, various calculation rules, etc.; * Rules applicable at certain steps of processes, e.g., rules of data preparation and processing, error management; * Description of data being entered: structure (dynamic and static fields), format, rules of filling in, etc.; * Role management functional specification. |
| RES-5. Set of requirements for the infrastructure, including requirements for the database management and other elements required for operation of the System. | At least the following must be provided in the requirement set for the infrastructure, including requirements for the database management and other elements:   * Scheme of interaction between virtual machines; * Virtual machine configuration parameters; * Required amount of resources (e.g., calculation capacities, data storage amount, amount of RAM, etc.) * Requirements for the infrastructure servicing virtual servers (data archiving, restoration, virtualization infrastructure, etc.) |
| RES-6. Configured and installed AM | * According to the analysis and design documentation, the Provider must configure and install AM system. There have to be: * A separate system installed for realization of AM functionality; * Configured and installed functional modules; * Created automatic data exchange and integrations with other information systems; * Other functionalities required for implementation of Technical Specification solutions. |
| RES-7. Data migration plan | Data migration plan must include:   * Principle and process of data preparation for migration; * Information and resources necessary for executing the data migration; * Descriptions of data preparations and data structures; * Description of means of data conversion and migration; * Formats of data transfer; * Conditions of registering the beginning and the end of the data migration; * Schedule of data migration; * Responsibilities of participants; * Data migration plan coordinated with the Buyer; |
| RES-8. Prepared AM testing environment | Prepared AM testing environment must ensure appropriate testing of the AM system. |
| RES-9. Completed testing of the AM system | The result is achieved, when:   * Testing scenarios have been prepared and accepted by the Buyer. * Testing of the AM system is completed (SIT, UAT, Stress) * Testing report and error register have been filled out, terms of error correction have been agreed upon with the Buyer. * Errors have been corrected. |
| RES-10. Data migration completed | * All works planned in the data migration plan are completed. * Data validation is completed. * All results are confirmed by the Buyer. |
| Res-11. AM production environment is prepared | Prepared AM production environment must ensure smooth preparation for the trial exploitation of the AM. |

5.2.3. **Functional and non-functional requirements**

5.2.3.1. Functional requirements are provided in the annex No. 1 “Functional requirements”.

5.2.3.2. Non-Functional requirements are provided in the annex No. 2 “Non-Functional requirements”.

5.2.4. **Requirements for AM integrations**

5.2.4.1. AM integrations with the systems indicated in 5.2.4.2. are necessary, if a need arises, integration with other 4 (four) information systems unindicated in the Technical Specifications and its annexes may be required.

5.2.4.2 Description of identified AM integrations\*:

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| **No.** | **Integrated system** | **Data exchange** |
| 1 | BILLING | Meter data, payment and contact data od clients (gas and electricity data are stored on separate systems). |
| 2 | ERP | Financial accounting data, 2 systems integrated – Scala and Navision. |
| 3 | NVP | Data of connecting new consumers, workflow in AM is initiated from NVP and status have to be returned back. |
| 4 | PASKATA | HRM system. Employee data (holidays, absence, rates, competences). |
| 5 | UVIS | Request management system, workflow is initiated from UVIS, workflow status return to UVIS. |
| 6 | DMS | Dispatch management data (shutdowns, etc.) |
| 7 | GIS | Geographical information regarding assets. |
| 8 | EMCOS | Data of current SMART meters |
| 9 | DVS | Document storage systems: DocLogix and Saperion. Trasferring contracts, invoices, network schemes, etc. |
| 10 | VL | Information about objects, messages about planned and performed works, defects |
| 11 | SharePoint | Initiation of public-procurement process from AM |
| 12 | Web portal | Web portal for connection of external contractors. Transferring data about assets, work orders, contracts, document coordination and signing, GIS data and other information established during analysis phase |
| \* The list of required integrations is preliminary and must be adjusted during analysis. | | |

5.2.5. **Requirements for user access and licenses**

5.2.5.1. Users have to authenticated automatically through Active Directory service used by the Buyer. The System must automatically synchronize user data with the Active Directory station without requiring additional authentication.

5.2.5.2. During the stage of analysis, the Provider must offer and coordinate with the Buyer the matrix of user roles.

5.2.5.3. During analysis, the Provider, taking into account processes being designed, the internal procedures of the Company and number of staff, must offer the most optimal licensing model.

5.2.5.4. The Buyer commits to provide all the necessary third-party software licenses (database and others), which are necessary for implementation of Extension services.

5.2.5.5. The Buyer intends to acquire the licenses in parts and only once the need arises to start using them, but only to such extent, which is required to complete tasks foreseen in the project (i.e. the number of acquired licenses, required to complete the required tasks of the current stage of the project, according to the schedule of the project – e.g., for testing training, etc.).

5.2.5.6. Links and codes for downloading licenses from the website of a producer have to be provided, otherwise the licenses have to be packaged in the standard package of the producer and delivered to the address specified by the Buyer in the Contract. The Licenses are transferred upon signing a transfer-acceptance act. 5 (five) business days are given for coordinating the transfer-acceptance act. A document proving the acquisition and software activation keys / codes, allowing to access knowledge bases of the producer, version updates or other pages, necessary and included in support services, have to be provided together with the transfer-acceptance act. Aforementioned documents and activation keys / codes are transferred upon signing the transfer-acceptance act.

5.2.5.7. The validity of licenses has to be indefinite.

5.2.5.8. The acquired licenses have to correspond with all requirements applicable to such goods according to legislation.

5.2.5.9. The software has to be supported according to the standard established conditions and procedure of the producer of the software.

5.2.5.10. The Buyer acquires licenses by submitting a written order for a specific number and type of licenses.

5.2.5.11. The Provider undertakes to transfer the licenses within 10 (ten) business days of receipt of the order.

5.2.5.12. **License support services for the period of validity of the Contract must be included in the price of the licenses. The license support begins on the following day of the day of transfer of the licenses.**

5.2.6. **Requirements for testing**

5.2.6.1. The Provider must create a testing environment within Buyers infrastructure.

5.2.6.2. The provider must prepare testing plan, testing scenarios and coordinate with the Buyer.

5.2.6.3. The Provider, according to testing plan, shall have to participate in the testing, provide consultations, make comments and suggestions regarding the recommended criticality level of an error, terms, process of removal and assigning responsible persons.

5.2.6.4. The Provider, according to the information in the register of testing errors and prepared plan of error removal shall have to remove all the registered errors and inadequacies discovered during the testing period.

5.2.7. **Requirements for the trial exploitation**

5.2.7.1. The duration of the trial exploitation - 2 (two) months from the beginning of exploitation of newly installed functionality. The duration of the trial exploitation is not included in the term of installation.

5.2.7.2. The trial exploitation must be carried out in the production environment.

5.2.7.3. All actions performed by the Provider when performing the trial exploitation must be coordinated with the Buyer.

5.2.7.4. During the trial exploitation, all deficiencies of functionality must be immediately removed in accordance with the terms provided in the sub-item 5.2.14.

5.2.7.5. During the period of the trial exploitation, the Provider must assign a sufficient number of specialists, in order that operative organization of removal of system errors and consultation is ensured.

5.2.7.6. After the trial exploitation, the Provider must prepare a result report and submit it to the Buyer no longer than 10 working days after the end of the trial exploitation.

5.2.8. **Requirements for the infrastructure**

5.2.8.1. The Provider shall have to install and full configure the System within the virtualized server infrastructure of the Buyer.

5.2.8.2. The Provider must specify requirements for the servers, where AM will be exploited: in their offer, the Provider must provide the architecture of the system and clearly indicate, what additional virtual environments will be required by the AM, as well as parameters of each virtual environment:

5.2.8.3. Number of virtual processors;

5.2.8.4. Amount of RAM;

5.2.8.5. Hard-drive capacity;

5.2.8.6. Number of virtual network cards, etc.

5.2.8.7. The Provider must clearly describe what AM components will be installed in each virtual environment.

5.2.8.8. The AM solution must fully utilize the resources of the Buyer and be installed in the software and hardware environment of the Buyer.

5.2.8.9. The System must have an application adapted to mobile devices, compatible with iOS, Android and equal mobile operating systems. Detailed list of supported mobile operating systems will have to be coordinated during the analysis and design of the project.

5.2.8.10. For the mobile application, a provider making an offer is allowed to use Maximo Anywhere mobile suite or an equal mobile application fully integrated with the Maximo system and meeting the requirements of the Buyer specified in Annex No. 1. Mobile application must be created, tested and fully operational, its conformity with functional needs will be inspected during a demonstration.

5.2.8.11. AM must operate in the 24/7 (24 hours a day, 7 days a week) mode (except for scheduled system shutdowns).

5.2.8.12. During the deployment of AM a testing environment must be created (at the level of an application and a database), with analogous functionality to the production environment version of the AM. Only test data have to be stored in the testing environment. The testing environment must be used for testing, user training and other purposes.

5.2.9. **Requirements for documentation**

5.2.9.1. The Provider must prepare and coordinate training documentation for AM users and administrators with the Buyer. User and administrator guides must be prepared according to the functional modules.

5.2.9.2. The Provider must prepare and coordinate with the Buyer following technical documentation:

5.2.9.2.1. Analysis and design documentation (documents of analysis and design, specifications, etc.);

5.2.9.2.2 Architecture documentation (System platforms, database, module descriptions and schemes of arrangement in respect of one another);

5.2.9.2.3. Integration documentation (Descriptions of system integrations, their structure, exchange links and other integration elements and schemes of arrangement in respect of one another);

5.2.9.2.4. Description of users, user groups, and their rights.

5.2.9.3. The user and administrator guides must be prepared in Lithuanian language. Technical documentation of the System may be prepared in Lithuanian or English.

5.2.9.4. All documentation must be provided in electronic format (MS Office Word, Excel or Adobe PDF).

5.2.9.5. After updating and (or) developing the System, the Provider must update the documentation.

5.2.10. **Responsibility matrix**

Columns “Provider” and “Buyer” establish the responsibilities of the Provider and the Buyer:

Responsible (hereinafter referred to as R): working to complete a task. Accountable (hereinafter referred to as A) (also approver): The accountable party must approve work results provided by Responsible party. Support (hereinafter referred to as S): resources meant for the responsible in order to help to complete a task. Consulted (hereinafter referred to as C): those who are asked to give opinion, most often they are experts of a related area and who offer a two-way communication. Informed (hereinafter referred to as I): those who are informed about the status of the task being performed, most often only when a task is completed and who offer only one-way communication.

| **Task** | | **Provider** | **Buyer** |
| --- | --- | --- | --- |
| **Project management** | General project management | R | A |
| Management of the team of the Buyer | I | R |
| Management of the team of the Provider | R | I |
| **Analysis and designing** | Preparation of the Project plan and schedule | R | A |
| Organization of meetings for collecting requirements of the Buyer | R | A, C |
| Preparation of use cases | R | A, C |
| Preparation of the architecture of the System | R | C, A |
| Preparation of the data migration plan | R | A, C |
| Identification and description of links and integrations with other systems | R | A, C |
| Preparation of requirements and recommendations for the infrastructure | R | A, C |
| Analysis of business as-is processes, designing to-be processes | R | C, I |
| Preparation of system go-live plan | R | A, C |
| Preparation of the functional specification, functional requirements, non-functional requirements, architecture of the System, business processes. | R | A, C |
| Preparation of the detailed design | R, A | I |
| Preparation of integration specifications | R | A, C, S |
| Preparation of the infrastructure design | R | A, C |
| Preparation of testing strategy and testing plan | R | A |
| Preparation of the data migration plan | R | A, C |

| **Configuring** | Testing of the System (internal) | R, A | I |
| --- | --- | --- | --- |
| Preparation of SIT testing plan | R, A | I, C |
| Preparation of SIT testing scenarios | R, A | I, C |
| Preparation of data for SIT testing | R, A | I, C |
| Preparation of UAT testing plan | S | R, A |
| Preparation of UAT testing scenarios | S | R, A |
| Preparation of hardware | C | R, A |
| Installation of software | R | S, A |
| Preparation of testing environments | R | S, A |
| Administration and monitoring of the System | R | S, A |
| Back-up | R | S |
| **Testing** | SIT testing | R | I |
| Preparation of the SIT testing report | R | A, S |
| Plan of removal of remaining errors of the System | R | A |
| UAT testing | S | R, A |
| UAT testing report | S | R, A |
| Preparation of and execution of system stress volume testing (SVT) | R | A, C |
| System stress testing report | R | A |
| Preparation of data for migration, data conversion | R | A, C, S |
| Data migration | R | A |
| Data migration testing | R | A |
| Error correction | R, A | S |
| Preparation of system documentation and transfer to the Buyer | R | A |
| UAT confirmation | I | R, A |
| Decision to deploy to production | S | R, A |
| **Deployment to production environment** | Preparation of Go-live strategy | R | S, A |
| Installation and configuring of hardware and software (including third party) | R | S, A |
| Go-Live decision | S | R, A |
| **Project management** | Preparation of project status reports | R | A |
| Preparation and management of the risk and issue register | R | S, A |
| Preparation and management of the change request register | R | A |

5.2.11. **Intellectual property law**

5.2.11.1. All rights to the created software (i.e. all custom functionality of the AM, which will be created during the period of implementing the project according to the requirements of the Buyer and with participation of representatives of the Buyer) and documents is transferred to the Buyer from the date of signature of the final transfer-acceptance act, i.e., The Buyer has the right to use, adapt, tailor, improve, modify the transferred software, however the exceptional non-property copyrights belong to the Provider.

5.2.11.2. In case Maximo Anywhere package has not been used, upon signing the transfer-acceptance act, the Provider will have to provide the Buyer with the output codes and documentation of all additional functionality of the AM, including those of the mobile application, in a digital media (CD disc, USB flash drive, etc.). The output codes must be unencrypted and provided in 2 (two) copies.

5.2.12. **Requirements for the quality of the System**

5.2.12.1. The AM must work in a way that all functions described in the requirements can be performed. All components of the System must work reliably and steadily.

5.2.12.2. Modification, improvement and error correction of hardware and (or) software must not impact the integrity of the previously entered data.

5.2.12.3. Monitoring, logging, issue prevention and identification measures must work within the System. The scope of logging (fields, tables) must be configurable. System administrators must receive automatic notifications regarding disruptions within the System.

5.2.12.4. The general speed of the System must not be affected by the copying and archiving procedures.

5.2.12.5. The system must use physical resources optimally (drive, memory, bandwidth).

5.2.12.6. The System must be easily expanded by adding additional calculation and storage resources, without additional works.

5.2.13. **Requirements for the warranty servicing**

5.2.13.1. Requirements applicable to the warranty servicing of the System are the same as those applicable to the service of maintenance of the System, see sub-item 5.2.14.

5.2.13.2. **The duration of warranty servicing of the System – 1 (one) year from the ending of the trial exploitation of the System**.

5.2.14. **Requirements for maintenance services**

5.2.14.1. The System must operate reliably, meet Buyers IT safety requirements and be quickly restorable in case of an incident. All actions of the Provider, related to the maintenance services, must be taken in accordance to the procedures coordinated with the Buyer.

5.2.14.2. The services of maintenance of the System must be provided on business days, from 07:30 until 16:30. Upon a written agreement of the Parties, the services of maintenance may be provided during non-business hours of both the Provider and the Buyer.

5.2.14.3. All incidents are classified as follows:

5.2.14.3.1. High level defect – The System is out of order, inaccessible, the essential business logic operates incorrectly, loss of data, essential speed disruptions;

5.2.14.3.2. Medium level defect – The System (or part of it / function) operates unsteadily, e.g., error notifications requiring to reconnect to the system appear; most often used operations are performed incorrectly; data is saved incorrectly; data (or part of it) is not accepted / transferred to other information systems; and other similar cases;

5.2.14.3.3. Low level defect – minor errors that do not limit functionality and work efficiency, do not corrupt data and do not provide incorrect data.

5.2.14.4. Defect reactions and solution terms:

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| --- | --- | --- | --- |
| **No.** | **Defect** | **Reaction time (during system support hours)** | **Solution time (during system support hours)** |
| 1. | High | no longer than 1 (one) business hour from the moment of the Buyer submitting a report. | no later than within 2 (two) business hours from the moment of submission of a report regarding a defect of the System. |
| 2. | Medium | No longer than 2 (two) business hours from the moment of the Buyer submitting a report. | no later than within 4 (four) business hours from the moment of submission of a report regarding a defect of the System. |
| 3. | Low | No longer than 8 (eight) business hours from the moment of the Buyer submitting a report | no later than within 24 (twenty-four) business hours from receipt of a report from the Buyer. If upon completing analysis of the defect it becomes clear that programming code does not need to be modified in order to remove the defect. |
| no later than within 2 (weeks) from receipt of a report from the Buyer. If upon completing analysis of the defect it becomes clear that programming code does need to be modified in order to remove the defect; |

5.2.14.5. The time spent waiting for additional information from the Buyer, which is reasonably required to qualitatively remove a defect, is not included in the term of removal of the defect.

5.2.14.6. Any changes of production environment, including error correction, can be implemented only upon receiving a written permission of the Buyer;

5.2.14.7. The Provider and the Buyer (in writing) can agree upon other, acceptable to the Buyer, terms for defect removal, according to the procedure provided in the Contract.

5.2.15. **Accessibility of the System**

5.2.15.1. The accessibility of the System (percent) per 1 (one) month is measured: By the Service Provider, taking into account all incidents registered at the end of each month, it is calculated using the formula indicated in the item 5.2.15.3. and is provided to the Client via email no later than until the 5th (fifth) day of the following month;

5.2.15.2. The accessibility of the System must be no less than 99 (ninety-nine) percent of the period of support of the System;

5.2.15.3. The formula for calculating accessibility:

Agreed time of support – AST, downtime – DT, Accessibility - SLA

5.2.16. **Speed requirements for the System**

5.2.16.1. No less than 95 (ninety-five) percent of “Save” operations must take no longer than 5 (five) seconds. It is applicable to one record initiated by a user using the user interface;

5.2.16.2. Report formation – 95 (ninety-five) percent of operations, must take no more than 30 (thirty) seconds. The condition is applicable for one page of a report, only in cases, where no complex calculations or import / export of date are performed in the report.

5.2.17. **Requirements for consulting services:**

5.2.17.2. The Provider undertakes to consult representatives of the Buyer on all issues of use, development and operation of the System;

5.2.17.3. Consulting must be performed via incident management system provided by the Buyer, or via phone or email, i.e., using the same means through which a request of an authorized representative of the Buyer has been received;

5.2.17.4. Levels of the Provider consultations and their reaction times:

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| --- | --- | --- |
| **No.** | **Consulting level** | **Reaction time** |
| 1. | Reaction | no longer than within 4 (four) business hours. |
| 2. | Consulting services related to standard / basic functionality of the System. | No later than within 2 (two) business days of appropriate submission of a request by the Buyer. |
| 3. | Consulting services related to investigation of complex, non-standard situations, data analysis, non-standard functionality and features of the System. | No later than within 5 (five) business days of appropriate submission of a request by the Buyer. |

5.2.17.5. Time spent waiting on additional or adjusted information form the Buyer, without which provision of qualitative response to a consultation is reasonably impossible, is not included in the term of provision of consulting services.

5.2.17.6. In case of complex situations or requests, the timeframe of provision of a specific consulting service may be agreed upon by the Parties;

5.2.17.7. The Buyer shall assign no more than 5 (five) responsible persons, who shall be able to submit requests to the Provider.

5.2.18. **Requirements for development services**

5.2.18.1. Services of development of the System shall have to be provided in accordance with orders submitted to the Provider by the Buyer. The orders shall be submitted via modification management systems used by the Buyer and (or) the Provider. The Buyer may submit orders to the Provider during the whole period of validity of the Contract (with enough time remaining before the expiration of the Contract for realizing these orders, and for the Buyer to accept all results of an order after a trial exploitation). The number of orders is unlimited;

5.2.18.2. Terms and scopes of system development services (specific number of hours required to provide the ordered services) are agreed upon in advance on the modification management system of the Buyer;

5.2.18.3. Development levels and implementation times:

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| --- | --- | --- | --- | --- |
| **No.** | **Development level** | **Description** | **Analysis duration** | **Implementation duration** |
| 1. | Simple | Modifications related to standard / basic functionality of the System. | 3 (three) business days | 5 (five) business days \* |
| 2. | Medium | Modifications related to standard / basic functionality of the system, which require additional modifications of the software code. | 5 (five) business days | 10 (ten) business days \* |
| 3. | Complex | Modifications related to investigation of complex, non-standard situations, data analysis, non-standard functionality or features of Systems requiring modification of the software code. | 10 (ten) business days | According to a separate agreement between the Buyer and the Provider |

\*The Parties may agree upon different timeframes of implementation, taking into account the complexity of the task.

5.2.18.4. The Provider must test the results of the provided services: Installation of new development of the System must be performed within the testing environment in order to test the results and their compatibility with the current functionality of the System;

5.2.18.5. When providing testing results to Buyer, the Provider must provide a document in which the results of the testing are set out. If the Buyer does not indicate otherwise, the following must be included in the said document:

5.2.18.5.1 The tested function (requirements);

5.2.18.5.2 What actions must be performed before then and the testing data must be provided;

5.2.18.5.3 What actions need to be performed and the testing data must be provided;

5.2.18.5.4 What is the expected result and the testing data, supporting this, must be provided;

5.2.18.5.5 The conclusion must be provided (is modification suitable for installation or not, what defects remain unresolved).

5.2.18.6. The Provider must provide comprehensive instructions, how to install new functionality / change in the testing environment of the System and (or) to configure system development correctly.

5.2.18.7. In the installation / uninstallation instruction, the Provider must:

5.2.18.7.1. Provide means of automatic installation / uninstallation;

5.2.18.7.2. Describe installation steps;

5.2.18.7.3. Describe the duration of each step;

5.2.18.7.4. Provide recommendations regarding work of users at the time of installation;

5.2.18.7.5. Provide a plan of installation into the production environment;

5.2.18.8. Together with the installation manual, the Provider must prepare a manual, in which the following have to be provided:

5.2.18.8.1. A description of the automatic installation / uninstallation means;

5.2.18.8.2. A diagram of the activity or the automatic means;

5.2.18.8.3. Information on what actions must be performed before executing the automated means;

5.2.18.8.4. Information on how to start (e.g. indicate the menu path) the automated means;

5.2.18.8.5. Information on how to execute (e.g. what fields to fill in, indicate the purpose and essence of those fields) the automated means;

5.2.18.8.6. Information, what further actions have to be performed in order to complete the execution process of the automated means.

5.2.18.9. The Provider, after deploying new changes / functionality, must transfer all information (Know-how) related to upgrading / modification / development of the System, documented on an electronic media, to the Buyer after the upgrade / modification / development is installed into the System:

5.2.18.9.1. The technical specification of the system modification being made;

5.2.18.9.2. The user manual;

5.2.18.9.3. The installation / uninstallation, administration and maintenance manual (administrator’s manual);

5.2.18.10. The Provider must generate updated source code and upload it to the Buyers storage system GITLAB and constantly update them after new developments have been deployed. Source codes are provided only on an electronic media and must meet the following requirements:

5.2.18.10.1. file package prepared for compilation, indicating standard means of compilation and the process of compilation;

5.2.18.10.2. Source codes must have comments and correspond with the good practices of source code formatting and naming variables and functions;

5.2.18.10.3. The Buyer must be handed full, correct source codes, from which, using standard compilation means, ready for use software performing its functions would be compiled.

5.2.18.10.4. All other related documentation;

5.2.18.10.5. All user or administrator manuals must be comprehensive and illustrated with pictures of the user interface;

5.2.18.10.6. All documentation must be prepared in Lithuanian, following the general rules of the Lithuanian language.

5.2.18.11. Once system development services have been provided in accordance with a respective order, the rights of the Buyer to the system remain unchanged, i.e., The Buyer keeps all their rights to the system;

5.2.18.12. System development services provided timely and appropriately, in accordance with every order of the Buyer are transferred to the Buyer upon signing a transfer-acceptance act for the services provided. The Buyer signs the transfer-acceptance act when it is possible to perform all processes of activity within the production environment of the System to the extent defined in the act of the order, and when there are no more uncorrected errors. All upgrades / modifications / developments of the System must only be installed into the production environment of the System upon receiving a written permission of the Buyer. A functionality, newly uploaded to the production environment must not disrupt the operation of other functions of the System. If the newly uploaded functionality disrupts the operation of other functions of the System, it is considered, that the uploaded functionality is of poor quality;

5.2.18.13. At the time of transfer-acceptance of provided services, the Buyer is unable to full verify the conformity of the provided services with the established requirements, that is why the Parties agree, that signing a transfer-acceptance act in no way limits the rights of the Buyer to make claims against the Service Provider after signing of a transfer-acceptance act, regarding the provided services not conforming with the requirements established in the Contract or having deficiencies. The Buyer shall have the right to contact the Buyer regarding removal of deficiencies of the results of the provided services, no later than within 2 (two) months of the day of signature of the transfer-acceptance act for the provided system development services.

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| **6. TERMS AND PROCEDURE OF CARRYING OUT THE CONTRACTUAL OBLIGATIONS** |

6.1. This Contract shall come into force on the day of receiving a suitable guarantee of Contract completion (bank guarantee). The term of provision of Goods and Services is 38 (thirty-eight) months from the day of Contract entering into force and the maximum term of validity of the Contract is 40 (forty) months, i. e. 38 (thirty-eight) months for provision of Goods and Services and 2 months for the final settlement between the Parties for properly provided Goods and Services, and applied sanctions.

6.2. The Provider takes on all risks related to circumstances independent of the Buyer, which may lead to increased costs related to service provision incurred by the Provider and may complicate service provision (if costs of fulfilling obligations shall increase for the Provider). The price of services cannot be increased in any case, except cases, where the price of services including VAT increases due to changes of VAT or upon reviewing service rates according to the procedure established in the Contract.

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| **7. ANNEXES** |

Annex No. 1 – Functional requirements for AM

Annex No. 2 – Non-Functional requirements for AM

1. The Buyer commits to buy IBM Maximo extension services with the required amount of IBM Maximo licenses (3.2.1. Paragraph of technical specification) and the minimum amount of required licenses (3.1 Paragraph of technical specification), with the exception of Mobile licenses. See footnote No. 3. [↑](#footnote-ref-1)
2. The maximum amount is provided in this column. The Buyer does NOT commit to buy the whole maximum amount of Goods and Services. Goods and Services will be bought according to the need of the Buyer, but not more than the maximum amount stated in technical specification. [↑](#footnote-ref-2)
3. When Provider submits his bid with alternative fully with IBM Maximo integrated mobile app (not Maximo Anywhere), Buyer will not buy any mobile licenses – if applicable, mobile license price has to be included in mobile application price. [↑](#footnote-ref-3)