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| 15.04.2020. | Nr. 2.5/2020/1367 |
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| Sarunu procedūras kandidātiem  Candidates of the negotiated procedure |

Par sarunu procedūru "110 kV iekārtu piegāde apakšstacijai "Krustpils"" - atbildes uz pretendenta jautājumiem

Subject: Negotiation procedure procedure "The supply of 110 kV electrical equipment for the substation "Krustpils""- answers to the tenderer questions

Ar šo atbildam uz kandidāta iesniegtajiem jautājumiem par sarunu procedūras "110 kV iekārtu piegāde apakšstacijai "Krustpils"", ID Nr.AST2020/19 nolikumu:

Herewith we provide answers to the candidate's requests for clarifications regarding the negotiation procedures regulations "The supply of 110 kV electrical equipment for the substation "Krustpils"" Id. No AST2020/19:

**Question No 2.** Addition of a new section 10.9: "Provided that the Supplier repairs or replaces the defective Goods in accordance with section10.6, the repair or replacement of the defective Goods by the Supplier is the sole and exclusiveremedy available for the Purchaser."

Additions to section 10.3, 12.2, 12.3, 12.4 and 12,5:

The following sentence to be added to the sections stated above:

"The Purchaser shall not be entitled to any other remedy, arising out of this contract or law, than the contractual penalty for the delay and/or failure stated in this section. This contractual penalty is the sole and exclusive remedy for the delay and/or failure stated in this section."

*Answer:* *In our opinion "Addition of a new section 10.9" and "Additions to section 10.3, 12.2, 12.3, 12.4 and 12,5" restricts AST from recieving direct losses inflicted to the Purchaser as the result of action and/or inaction thereof. Due of this we don't see an opportunity to make amendments of the Contract suggested by your company.*

**Question No 3.** Addition of a completely new section e.g. before section 14.

"The Supplier shall in no event be liable for any consequential loss or any indirect damages of any kind, including but not limited to loss of profits, loss of use, loss of production, loss of contracts, loss of data, costs of capital, costs of substitute equipment, facilities or services, downtime costs, delays and claims of customers of purchaser or costs connected with interruption of operation, loss of anticipated savings or for any special indirect or consequential damage or loss of any such nature whatsoever. Notwithstanding anything contained in the Contract to the contrary, The Supplier's overall and total limitation of liability in respect of any and all claims for damages, including all contractual penalties, in connection with the Supplier's performance or non-performance under the Agreement, shall not in any event exceed the Contract Price."

*Answer:* *Upon your request Contract will be amended with new Clause 12.10 in following wording: "The Parties are liable for direct losses inflicted to the other Party as the result of action and/or inaction thereof. Total sum of losses inflicted to the other Person can not exceed the Contract Price.".*

Ar cieņu/ Yours faithfully

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| Valdes loceklis | Mārcis Kauliņš |
| Member of the Management Board |  |

Kundziņa 67725238