

**Joint Stock Company “Conexus Baltic Grid”
 (Unified Reg. No 40203041605)**

**OPEN NEGOTIATED PROCEDURE
 “INTERNAL DIAGNOSTICS OF THE PLESKAVA - RIGA AND IZBORSK – INČUKALNS UGS GAS TRANSMISSION PIPELINES”**

(Procurement Identification No. AS Conexus Baltic Grid, PRO-2026/018)

Akciju sabiedrība “Conexus Baltic Grid”
 (reģistrācijas numurs 40203041605)

**ATKLĀTA SARUNU PROCEDŪRA
 “PĀRVADES GĀZESVADU PLESKAVA – RĪGA UN IZBORSKA - INČUKALNA PGK IEKŠĒJĀ DIAGNOSTIKA”**

(Iepirkuma identifikācijas numurs AS Conexus Baltic Grid, PRO-2026/018)

2026. gada 16. aprīlī / 16 April 2026

Comments terms and conditions - Annex 7 Draft Contract Agreement

Document		Tender documents				
Item	Ref.	Specification or original text	Proposed deviation or clarification	Akciju sabiedrības Conexus Baltic Grid” sniegtās atbildes / Responses Provided by JSC “Conexus Baltic Grid”	Proposed deviation or clarification 2	Akciju sabiedrības Conexus Baltic Grid” sniegtās atbildes / Responses Provided by JSC “Conexus Baltic Grid”:
	7.1	7.1. For non-observance of the deadlines for execution and handover of the Works specified in the Agreement, the Customer is entitled to apply to the Contractor a contractual penalty in the amount of 0.1% of the total amount of the Works (excluding VAT) for each calendar day of delay, but in any case no more as 10% (ten percent) of the total amount of the Agreement (excluding VAT). Payment of the contractual penalty does not release the Contractor from the performance of the contractual obligations. The customer will be entitled to deduct the	7.1. For non-observance of the deadlines for execution and handover of the Works specified in the Agreement, the Customer is entitled to apply to the Contractor a contractual penalty in the amount of 0.1% of the total amount of the Works (excluding VAT) for each calendar day of delay, but in any case no more as 10% (ten percent) of the total	Another remedy is stated in Subclause 13.3.1., that the Agreement may be terminated due to delay. Thus, the addition is denied.	This is a good point. We suggest rewording to limit it to the monetary remedies only, to make sure that Client keeps termination rights:	Agreed
					7.1. For non-observance of the deadlines for execution and handover of the Works specified in the Agreement, the Customer is entitled to apply to the Contractor a contractual penalty in the amount of 0.1% of	

		undisputed sums payable from the Contractor for the works performed and accepted by the Customer subject to 30 days prior written notification of Contractor. Any offsets and deductions from the amount due to the Contractor shall be made only by mutual agreement of the Parties.	amount of the Agreement (excluding VAT). Payment of the contractual penalty does not release the Contractor from the performance of the contractual obligations. The customer will be entitled to deduct the undisputed sums payable from the Contractor for the works performed and accepted by the Customer subject to 30 days prior written notification of Contractor. Any offsets and deductions from the amount due to the Contractor shall be made only by mutual agreement of the Parties. The contractual penalty under this Clause shall be the Customer's sole and exclusive remedy for delay to the extent permitted by applicable law.		the total amount of the Works (excluding VAT) for each calendar day of delay, but in any case no more as 10% (ten percent) of the total amount of the Agreement (excluding VAT). Payment of the contractual penalty does not release the Contractor from the performance of the contractual obligations. The customer will be entitled to deduct the undisputed sums payable from the Contractor for the works performed and accepted by the Customer subject to 30 days prior written notification of Contractor. Any offsets and deductions from the amount due to the Contractor shall be made only by mutual agreement of the Parties. The contractual penalty under this Clause shall be the Customer's sole and exclusive monetary remedy for delay to the extent permitted by applicable law.	
	New clause on lodged tool		The Customer hereby acknowledges and accepts certain risks involved in the performance of the runs including, without limitation, the stuck and/or lodging of a tools in the Pipeline. If any of Contractor's Equipment becomes stuck and/or lodged in the Pipeline, for any reason, the Customer shall bear all costs, charges and expenses associated with the recovery of such Equipment, and shall assist or take over with the retrieval in a prompt manner as the case may be. The Customer shall recover the Equipment in a time no longer than fifteen (15) days from the moment of lodging/being stuck. After this time Contractor shall start charging standby fees, as detailed in the contract documents.	Subject to the Works having been performed in strict accordance with the Technical Specification and the Technical Documentation and provided the event is not attributable, directly or indirectly, to the Contractor, its personnel or subcontractors, the Customer acknowledges and accepts the inherent risks of the runs, including the potential lodging or sticking of tools in the Pipeline. If any of the Contractor's Equipment becomes lodged or stuck, the Customer shall bear and promptly arrange all costs, charges and expenses necessary for its recovery, including assisting or taking over the retrieval, and shall complete recovery within fifteen (15) days from the lodging/sticking. After this period, the Contractor may charge standby fees as set out in the Contract Documents.	We suggest the following addition: Subject to the Works having been performed in strict accordance with the Technical Specification and the Technical Documentation and provided the event is not attributable, directly or indirectly, to the Contractor, its personnel or subcontractors, the Customer acknowledges and accepts the inherent risks of the runs, including the potential lodging or sticking of tools in the Pipeline. If any of the Contractor's Equipment becomes lodged or stuck, the Customer shall bear and promptly arrange all costs, charges and expenses necessary for its recovery, including assisting or taking over the retrieval, and shall complete recovery within fifteen (15) days from the lodging/sticking. After this period, the Contractor may charge standby fees as set out in the Contract Documents. Notwithstanding the foregoing, if the Equipment becomes stuck or lodged solely due to the Contractor's fault, the Contractor shall bear the reasonable and direct recovery costs, subject always to the overall limitation of liability as specified in the Contract.	Customer acknowledges and accepts the inherent risks of the runs, including the potential lodging or sticking of tools in the Pipeline. If any of the Contractor's Equipment becomes lodged or stuck, the Customer shall bear and promptly arrange all costs, charges and expenses necessary for its recovery, including assisting or taking over the retrieval, and shall complete recovery within fifteen (15) days from the lodging/sticking. After this period, the Contractor may charge standby fees as set out in the Contract Documents. Notwithstanding the foregoing, if the Equipment becomes stuck or lodged solely due to <i>direct or indirect actions by the Contractor, its personnel or subcontractors</i> the Contractor's fault, the Contractor shall bear the reasonable and direct recovery costs, subject always to the overall limitation of liability as specified in the Contract.