

Additional Information 1

Subject: Additional information to the Tender Documentation – Ball Valves For High Pressure Pipeline (“CAPACITY4GAS” PROJECT) reg. no. Z2018-043857

NET4GAS, s.r.o., with its registered office at Na Hřebenech II 1718/8, Prague 4, Nusle, Postal Code 140 21, Czech Republic, ID No. 272 60 364, as the Contracting Entity hereby provide additional information to the tender documentation with respect to the public tender “Ball Valves For High Pressure Pipeline (“CAPACITY4GAS” PROJECT)” reg. no. Z2018-043857, as follows:

In the Attachment 1 of the Tender Documentation – Draft Contract, section 2.4 a new letter (h) is added, with the following text:

Without prejudice to Section 2.4 (g), the Buyer shall not be obliged to take over the Goods and the Supplier shall not be entitled to deliver the Goods prior to the first day of the fourth (4th) month calculated from the Notice to Proceed. If the Buyer takes over the Goods before such day, all costs incurred by either Party caused by such premature Delivery shall be borne by the Supplier, unless the Parties expressly agree otherwise.

In the Attachment 1 of the Tender Documentation – Draft Contract, section 2.4 a new letter (l) is added, with the following text:

The Supplier shall inform the Buyer of each Delivery in writing at least two (2) Working Days before such Delivery shall take place. If the Supplier fails to inform the Buyer of such Delivery, the Buyer shall have the right to reject the Delivery and the Supplier shall bear all additional costs incurred by either Party.

In the Attachment 1 of the Tender Documentation – Draft Contract, section 2.6 (c) shall be the following text:

The Supplier shall submit to the Buyer the production drawings and calculations for approval no later than four (4) weeks after the delivery of the Partial Notice to Proceed to the Supplier, or if no such notice is delivered prior to the issuance of the Notice to Proceed, after the delivery of the Notice to Proceed to the Supplier.

replaced by the following text:

The Supplier shall submit to the Buyer the production drawings and calculations for approval no later than six (6) weeks after the delivery of the Partial Notice to Proceed to the Supplier, or if no such notice is delivered prior to the issuance of the Notice to Proceed, after the delivery of the Notice to Proceed to the Supplier.

In the Attachment 1 of the Tender Documentation – Draft Contract, section 3.1 (b)
shall be the following text:

The Buyer undertakes to pay the Purchase Price for the Goods on the basis of an invoice duly issued in compliance with Section 3.3 met The Supplier may issue one invoice at the end of each calendar month on the basis of execution of the Takeover Protocol.

replaced by the following text:

The Buyer undertakes to pay the Purchase Price for the Goods on the basis of an invoice duly issued in compliance with Section 3.3. The supplier may issue an invoice once it has the right to be paid the respective portion of the Purchase Price in accordance with Section 3.1(c) and only if the Supplier (i) maintains a valid Performance Guarantee in accordance with the conditions specified in Section 3.4 and (ii) provided to the Buyer the documents listed in Section 2.6(a) and such documents were approved by the Buyer.

In the Attachment 1 of the Tender Documentation – Draft Contract, section 3.1 (c)
shall be the following text:

The Buyer undertakes to pay the Purchase Price as follows:

- i) 82 % of the price for each delivered Goods after execution of the respective Takeover Protocol under Section 2.9 in accordance with the Agreement;
- ii) 10 % of the price for the delivered Goods after the delivery of documentation relating to each such Goods delivered pursuant to Section 3.1.(c)(i), including in hard copy, as required in Section 2.6.(d) of the Agreement;
- iii) 3 % after the Services are duly provided by the Supplier;
- iv) 5 % of the price (1) after the completed Delivery of all Goods and execution of the last Takeover Protocol related to the Goods under Section 2.9 in accordance with the Agreement, under condition that the Supplier provided the Performance Guarantee for the whole warranty period related to the Goods set forth in Section 4.2 of the Agreement, or (2) after the expiry of the warranty period related to the Goods set forth in Section 4.2 of the Agreement, if the Performance Guarantee covering the whole warranty period set forth in Section 4.2 of the Agreement has not been provided in relation to the Goods.

replaced by the following text:

The Buyer undertakes to pay the Purchase Price as follows:

- i) 82 % of the price for each delivered Goods. The invoice issued by the Supplier shall contain all the Takeover Protocols under Section 2.9 in accordance with the Agreement issued for the Goods delivered in a given calendar month and the related shipping documents;

- ii) 10 % of the price for the delivered Goods shall be retained by the Buyer and paid to the Supplier upon the handover of the original version of the documentation (confirmed by email by the Buyer) relating to each such Goods delivered pursuant to Section 3.1(c)(i), including in hard copy, as required in Section 2.6(d) of the Agreement;
- iii) 3 % of the price shall be retained by the Buyer and paid to the Supplier upon the handover protocol after the Services are duly provided by the Supplier;
- iv) 5 % of the price shall be retained by the Buyer and paid to the Supplier upon the completed Delivery of all Goods and execution of the last Takeover Protocol related to the Goods under Section 2.9 in accordance with the Agreement, under condition that the Supplier provided the Performance Guarantee for the whole warranty period related to the Goods set forth in Section 4.2 of the Agreement, or (2) after the expiry of the warranty period related to the Goods set forth in Section 4.2 of the Agreement, if the Performance Guarantee covering the whole warranty period set forth in Section 4.2 of the Agreement has not been provided in relation to the Goods.

In the Attachment 1 of the Tender Documentation – Draft Contract, section 4.2 (b)

shall be the following text:

The warranty period for the Goods shall be forty-eight (48) months from the moment individual Goods become a part of the civil works but not more than sixty (60) months from the issuance of the Takeover Protocol in accordance with Section 2.9.

replaced by the following text:

The warranty period for the Goods shall be thirty-six (36) months from the moment individual Goods become a part of the civil works but not more than sixty (48) months from the issuance of the Takeover Protocol in accordance with Section 2.9.

In the Attachment 1 of the Tender Documentation – Draft Contract, section 4.2 (c)(i)

shall be the following text:

The warranty period for replaced Goods shall be the same as for the original Goods. However, such warranty period shall expire at the latest after seventy-two (72) months from the Delivery of the Goods that were replaced to the storage locations in accordance with Section 2.3(a); and

replaced by the following text:

The warranty period for replaced Goods shall be the same as for the original Goods. However, such warranty period shall expire at the latest after sixty (60) months from the Delivery of the Goods that were replaced to the storage locations in accordance with Section 2.3(a); and