

Framework Contract for Work no.122/15/EUS, Clause..., paragraph...,	CHANGE PROPOSAL OF THE TENDERER	FIRST NEGOTIATION	
		eustream, a.s.	Supplier
Clause II, section 3	Please add to last sentence: "unless there is good reason for non-acceptance such as technical or scheduling issues"		
Clause II Section 5	There may be a good reason why something can't be accepted within the timescale (i.e the order could be incorrect) yet interpreted as a gross breach of our obligations. PII are favourable to the intention but feel this needs to be more practical.		
Clause III, section 4, 5, 6	Please amend timescales to those periods detailed in the Proposal. The timescales are dependant upon the line length. Very short lines may be done in the desired timescales, however for longer lines we would require more time.		
Clause VI, section 2	Please add " the Acceptance Protocol must be signed by Customer or rejected with valid reasons within 14 days of each final report delivery".		
Clause VIII Section 2.3	Please add: "The Customer warrants the truth of the information and data as to the pipeline provided to the Supplier. Customer shall be responsible for and Supplier will be relying upon the accuracy of all documents provided by Customer in connection with the provisions of the Work and the Customer agrees to any reasonable additional charges incurred by Supplier to modify its equipment or reports as a result of inaccurate Customer data".		
Clause X Section 1.2	Please replace 24 months with 12 months		
Clause X, Section 1.5	Supplier shall only be liable for any deficiency caused by its failure adequately to perform the Work in accordance with the Contract within the time period in Section 1.2 of this Clause. No implied or statutory warranty shall apply. Customer acknowledges that any report or data provided by Supplier in connection with the Work will not be received as a warranty of the quality, capacity or fitness for use of the Pipeline. Customer shall indemnify the Contractor against any liability to third parties (including any owners or operators of the pipeline or site that are not parties to the Contract) that may arise from reliance upon or application or use of the reports or any other analyses, charts, reports recommendations or advice.		
Clause X, section 2.1	We can accept previously agreed x2.5 contract value per line. However we can extend upto x5 contract value in aggregate.		
Clause X, section 2.3	Please delete last sentence due to unlimited damages.		
Clause X section 2.5	Please delete penultimate sentence due to unlimited damages		
Clause XIV, section 6	Notwithstanding any other provision all know-how, patents, copyright, designs, data or other intellectual property relating to the inspection process, inspection vehicles, relevant data processing or the software programs associated with PC based reports shall remain vested in the Supplier.		
Clause XVI, section 1	Add to first sentence " and has not commenced remedy of the substantial breach within 10 days of written notification."		
Clause XVIII, section 5.2	English version shall apply		
Clause XVIII, section 7	The documents included in the offer shall also form part of the contract as they may provide additional information that is not present in the listed documents. Please add: 7. PII proposal dated 7.10.2015		
Annex 1: Technical specification, deadlines for delivery of reports	Please amend to deadlines for delivery of individual reports (2 weeks is fine but as long as it is from when the analysis centre has receipt of the data - Please refer to Annex 1, 3.4 for consistency) 1. Delivery of the Preliminary Inspection Report has to occur within two weeks as of the date of reception of data at the analysis centre. 2. Delivery of the Final Report on the internal inspection is required to occur within eight weeks as of the date of reception of data at the analysis centre combined with Final report on comparison on two successive runs.		