

Direct contract for supply of Goods

**Ref No: COVID19/G/DC-10 Project: Georgia Emergency
COVID-19 Response Project (P173911) Purchaser:**

**Ministry of Internally Displaced Persons, Labour, Health
and Social Affairs Country: Georgia Issued on:**

01.07.2020

Contract Agreement

THIS AGREEMENT made the 1st day of July, 2020

BETWEEN

1. **Ministry of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia**, having its principal place of business at Tsereteli Ave. 144, 0159 Tbilisi, Georgia (hereinafter called "**the Purchaser**"), of the one part, and
2. **ABM LLC.**, a corporation incorporated under the laws of Georgia and having its principal place of business at P. Kavtaradze st. I turn, N10. 0186 Tbilisi, Georgia (hereinafter called "**the Supplier**"), of the other part:

WHEREAS the Purchaser invited an offer for certain Goods and ancillary services, **Thermos Scientifics COVID-19 tests**, carried out contract negotiations as applicable, and has accepted the offer by the Supplier for the supply of those Goods.

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) Minutes of Negotiations
 - (b) the Supplier's offer
 - (c) Conditions of Contract
 - (d) the Purchaser's Requirements (including the Schedule of Requirements and Technical Specifications)
 - (e) the completed Schedules (including Price Schedules)
 - (f) any other document listed as forming part of the Contract
33. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Purchaser's country, on the day, month and year indicated above.

To facilitate this emergency procurement, electronic signature of the Contract Agreement is acceptable to the Supplier and Purchaser.

For and on behalf of the Purchaser:

Signed: Giorgi Tsotskolauri



in the capacity of Deputy Minister of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia.

For and on behalf of the Supplier:

Signed:

in the capacity of Director



	<p>supplied or execution of any part of the Related Services is subcontracted by the Supplier.</p> <p>(o) "Supplier" means the person, private or government entity, or a combination of the above, whose offer to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(p) "The Project Site," where applicable, means the place named in the CC.</p>
2. Purchaser, Purchaser's Country, Project Site/Final Destination	<p>2.1 The Purchaser is Ministry of Internally Displaced Persons from Occupied Territories, Labor, Health and Social Affairs</p> <p>2.2 The Purchaser's Country Is: Georgia</p> <p>2.3 The Project Site(s)/Final Destination(s) is/are: 99, Kakheti Highway, Tbilisi, Georgia</p>
3. Incoterms	<p>The edition of Incoterms that shall apply is: The edition of Incoterms that shall apply is: DDP Incoterm 2010.</p>
4. Notices and Addresses for notices	<p>Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.</p> <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> <p><u>Address for notices to the Purchaser:</u></p> <p>Giorgi Tsotskolauri Deputy Minister 144, Ak. Tsereteli ave. Tbilisi, Georgia Info@moh.gov.ge</p> <p><u>Address for notices to the Supplier:</u></p> <p>Aleksandre Khetereli – Director of the ABM LLC P.Kavtaradze st. I turn, N10. 0186 Tbilisi, Georgia <u>info@abm.com.ge</u></p>

5. Governing Law	5.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country.
6. Settlement of Disputes	6.1 In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication in accordance with the laws of the Purchaser's Country.
7. Shipping and other documents to be provided	<p>7.1 The Delivery of the Goods and Completion of the Related Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.</p> <p>Details of Shipping and other Documents to be furnished by the Supplier are: an airway bill, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details.</p> <p>The above documents shall be received by the Purchaser:</p> <ul style="list-style-type: none"> (i) before arrival of the Goods, if the mode of payment is through letter of credit if so specified in CC 9. If the documents are not received before arrival of the Goods, the Supplier will be responsible for any consequent expenses; or otherwise; (ii) on shipment.
8. Contract Price	<p>8.1 The Contract Price is specified in Price Schedule 4.</p> <p>8.2 The unit prices charged by the Supplier for the Goods supplied and the Related Services as applicable performed under the Contract shall not vary from the prices agreed in the Contract.</p>
9. Terms of payment	<p>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>The Purchaser shall not process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in GEL with fixed foreign exchange rate set forth by the National Bank of Georgia on the day of payment:</p> <ul style="list-style-type: none"> • <i>Advanced payment</i> - Twenty (20) percent of the Contract Price shall be paid, within ten (10) days of signing of the Contract and upon submission of a claim for the amount and a bank demand guarantee; • <i>1st payment upon delivery of the first batch, against invoice (in the amount of total price of delivered goods) and interim acceptance certificate; payable within 15 days of submission of claim.</i>

	<ul style="list-style-type: none"> • 2nd payment upon delivery of the second batch, against invoice (in the amount of total price of delivered goods) and interim acceptance certificate; payable within 15 days of submission of claim. • 3rd payment upon delivery of the third batch, against invoice (in the amount of total price of delivered goods) and interim acceptance certificate; payable within 15 days of submission of claim. • "4th payment upon delivery of the fourth batch within 15 days, against invoice and an acceptance certificate, 20% of advance payment recovered"
10. Taxes and Duties	<p>10.1 For Goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.</p> <p>10.2 For Goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p> <p>10.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p>
11. Performance Security	11.1 N/A
12. Subcontractors	12.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in Supplier's offer. Such notification, in the original offer or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
13. Specifications and Standards	13.1 The Goods and Related Services if applicable supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
14. Packing, marking and documentation	14.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

	<p>14.2 The packing, marking and documentation within and outside the packages shall be: The packing, marking and documentation within and outside the packages shall be as</p> <p>TaqPath™ COVID-19 CE-IVD RT-PCR Kit insert : TaqPath™ COVID-19 RT-PCR Kit(TaqPath™ COVID-19 Assay Multiplex 1 tube (1,500 µL) Storage -30°C to -10°C and MS2 Phage Control 10 tubes (1 Ml)) Storage -30°C to -10°C. TaqPath™ COVID-19 Control 10 tubes (10 µL) Storage ≤ -70°C, TaqPath™ COVID-19 Control Dilution Buffer 10 tubes (250 µL) Storage -30°C to -10°C, TaqPath™ 1-Step Multiplex Master Mix (No ROX™) 1 bottle (10 mL) Storage -30°C to -10°C. MagMAX™ Viral/Pathogen II (MVP II) Nucleic Acid Isolation Kit insert: 550 mL Binding Solution store at room temperature, 1,000 mL Wash Solution store at room temperature, 20 mL MVP II Binding Beads store at room temperature, 10 mL Proteinase K store at room temperature, 100 mL Elution Buffer store at room temperature. KingFisher Deepwell 96 Plate, V-bottom, polypropylene insert: 50 deep well plate, KingFisher 96 KF microplate (200µL) case of 48 plates, KingFisher 96 tip comb for DW magnets, 10 x 10 pcs/box. Thermo Scientific™ Matrix™ 850-1250ul Pipette Filter Tips (960 per case)</p>
15. Insurance cover	15.1 The insurance coverage shall be as specified in the Incoterms
16. Transportation	<p>16.1 Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>Mode of Transport: The main mode of international transport shall be by air.</p>
17. Site of inspections and tests	<p>17.1 The inspections and tests shall be conducted at:</p> <p><i>99 Kakheti Hightway, Tbilisi, Georgia</i></p>
18. Delivery Date and Completion Date	<p>The Delivery Date of the Goods shall be:</p> <p>1st batch – three weeks after contract signature;</p> <p>2nd batch – one month after first delivery;</p> <p>3rd batch – one month after second delivery;</p> <p>4th batch – one month after third delivery.</p> <p>18.1 The Completion Date of Related Services shall be: n/a</p>
19. Liquidated damages and bonuses	<p>19.1 The liquidated damage shall be 1 % of the price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance.</p> <p>The maximum amount of liquidated damages shall be 10 % of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 26.</p>

20. Warranty	<p>20.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>20.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>20.3 The warranty shall remain valid for Items:</p> <ol style="list-style-type: none"> 1. TaqPath™ COVID-19 CE-IVD RT-PCR Kit not less the 11 months; 2. MagMAX™ Viral/Pathogen II (MVP II) Nucleic Acid Isolation Kit not less than 11 months; 3. KingFisher Deepwell 96 Plate, V-bottom, polypropylene - more than 20 years; 4. KingFisher 96 KF microplate (200µL) - more than 20 years; KingFisher 96 tip comb for DW magnets - more than 20 years; 5. Thermo Scientific™ Matrix™ 850-1250ul Pipette Filter Tips – 5 years. <p>after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination.</p> <p>20.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be 30 days.</p> <p>20.5 If having been notified, the Supplier fails to remedy the defect within the period specified in CC 20.4, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> <p>20.6 For purposes of the warranty, the place(s) of final destination(s) shall be: 99 Kakheti Highway, Tbilisi Georgia</p>
21. Copyright	<p>21.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.</p>
22. Fraud and Corruption	<p>22.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the attachment to the Conditions of Contract.</p> <p>22.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the direct contracting process or execution of the Contract. The information</p>

	disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
23. Inspections and Audit by the Bank	<p>23.1 Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the respect to the direct contracting process or contract execution. The Supplier's and its subcontractors attention is drawn to CC 22.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p>
24. Limitation of Liability	<p>24.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</p>
25. Force Majeure	<p>25.1 The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>25.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes, flight terminations.</p> <p>25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>25.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate</p>

Price Schedule 1

Goods to be supplied outside the Purchaser's country

1	2	3	4	5	6	6	7	8
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP Tbilisi Georgia	CIP price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination as specified in the invitation for direct contracting	Total Price per line item (Col. 6+7)
1	TaqPath™ COVID-19 CE-IVD RT-PCR Kit, 1000 tests	USA	1 st batch – three weeks after contract signature; 2 nd batch – one month after first delivery; 3 rd batch – one month after second delivery; 4 th batch – one month after third delivery.	250	\$ 18900	\$ 18900	0	\$ 4,725,000.00
2	MagMAX™ Viral/Pathogen II (MVP II) Nucleic Acid Isolation Kit, 2,000 preps	USA	1st batch – one month after contract signature; 2nd batch – one month after first delivery; 3rd batch – one month after second delivery; 4th batch – one month after third delivery.	150	3500\$	3500\$		\$ 525,000.00
3	KingFisher Deepwell 96 Plate, V-bottom, polypropylene, case of 50 plates	USA	1st batch – one month after contract signature; 2nd batch – one month after first delivery; 3rd batch – one month after second delivery; 4th batch – one month after third delivery	400	\$ 234	\$ 234		93,600 \$

4	KingFisher 96 KF microplate (200µL) case of 48 plates	USA	1st batch – one month after contract signature; 2nd batch – one month after first delivery; 3rd batch – one month after second delivery; 4th batch – one month after third delivery.	200	165\$	165\$		33,000 \$
5	KingFisher 96 tip comb for DW magnets, 10 x 10 pcs/box	USA	1st batch – one month after contract signature; 2nd batch – one month after first delivery; 3rd batch – one month after second delivery; 4th batch – one month after third delivery.	300	570\$	570\$		171,000 \$
6	Thermo Scientific™ Matrix™ 850-1250ul Pipette Filter Tips (960 per case)	USA	1st batch – one month after contract signature; 2nd batch – one month after first delivery; 3rd batch – one month after second delivery; 4th batch – one month after third delivery.	500	275\$	275\$		137,500\$
Offered Price					5,685,100 \$			

Attachment A to the Conditions of Contract

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process,

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a large, sweeping loop.



თიბისი ბანკი

ლარის ანგარიშის რეკვიზიტები

მიმღების ბანკი

ს.ს "თიბისი ბანკი"

ბანკის კოდი: TBCBGE22

მიმღების ანგარიში

GE59TB0600000360202012

მიმღების სახელი

შპს 'პრიმა მედი'

FOR GEL TRANSFER

Beneficiary's Bank

JSC TBC Bank

Bank Code: TBCBGE22

Beneficiary's IBAN

GE59TB0600000360202012

Name of Beneficiary

'PRIMA MEDI' LTD

Minutes of Contract Negotiation

This minute of Contract negotiations is signed on June 29, 2020 between the Ministry of Internally Displaced Persons, Labour, Health and Social Affairs (hereinafter called the "Client") on the one hand and ABM LLC (hereinafter called the "Contractor") on the other hand.

The Contract negotiations for the supply of "Thermo Scientific COVID-19 tests" under Contract COVID19/G/DC-10 took place in Ministry of Internally Displaced Persons, Labour, Health and Social Affairs, 7th Floor, Conference room.

Attendees of the negotiation:

Client	Position
Nino Kvernadze	Project manager, PIU member
Nino Gvenetadze	Procurement consultant, PIU member
Giorgi Kobaladze	Environmental consultant, PIU member
Otar Namicheishvili	Head of the financial and economical department of the National Center for Disease Control and Public Health.
Shorena Chilashvili	Head of Procurement Division
Tamar Tsenteradze	Procurement Consultant (HEIS) - Observer
Contractor	Position
Aleksander Khetereli	Director

Issues discussed:

- Delivery Date** - The Delivery Date of the Goods shall be:
 - 1st batch – three weeks after contract signature;
 - 2nd batch – one month after first delivery;
 - 3rd batch – one month after second delivery;
 - 4th batch – one month after third delivery.
- Incoterms** -The edition of Incoterms that shall apply is: DDP Incoterm 2020.
- Payment Terms** – The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

The Purchaser shall not process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.

Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in GEL with fixed foreign exchange rate set forth by the National Bank of Georgia on the day of payment:

- Advanced payment - Twenty (20) percent of the Contract Price shall be paid, within ten (10) days of signing of the Contract and upon submission of a claim for the amount and a bank demand guarantee;
- 1st payment upon delivery of the first batch, against invoice (in the amount of total price of delivered goods) and interim acceptance certificate; payable within 15 days of submission of claim.
- 2nd payment upon delivery of the second batch, against invoice (in the amount of total price of delivered goods) and interim acceptance certificate; payable within 15 days of submission of claim.
- 3rd payment upon delivery of the third batch, against invoice (in the amount of total price of delivered goods) and interim acceptance certificate; payable within 15 days of submission of claim.
- 4th payment upon delivery of the fourth batch within 15 days, against invoice and an acceptance certificate, 20% of advance payment recovered.

4. **Technical specifications (Quality)** – the contractor clarified that item N3 – King Fisher Deepwell 96 Plate, V-bottom, polypropylene, includes case of 50 plates and not 60 as it was indicated in the offer.

5. **Liquidate damages** - the contractor confirmed that the liquidated damage shall be 1% of the price of the delayed Goods for each week or part thereof of delay until actual delivery or performance and the maximum amount of liquidated damages shall be 10% of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 26.

Liquidated damages for delay of the payment will not apply.

6. **Warranty** – the parties agree that the warranty shall remain valid no less than 11 months for first and second Items:

1. TaqPath™ COVID-19 CE-IVD RT-PCR Kit;
2. MagMAX™ Viral/Pathogen II (MVP II) Nucleic Acid Isolation Kit;

This Minutes of the Contract Negotiations represents an integral part of the Contract COVID19/G/DC-10.

The parties expressed their gratitude towards the meeting participants for their assistance and concluded the meeting.

Signed by:

For the Employer:	For the Consultant:
Giorgi Tsotskolauri – Deputy Minister	Aleksander Khetereli - Director of ABM
 	 