

CONTRACT No. COVID19/G/DC-03
Amendment N1
July 16, 2020

This amendment is made to the contract **COVID19/G/DC-03** signed on **20st day of May, 2020** by and 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. **MDS LTD**, a corporation incorporated under the laws of Georgia and having its principal place of Tskhneti highway 15, Tbilisi, Georgia (hereinafter called “the Supplier”), of the other part:

The Parties agree to amend the Contract terms and conditions as follows:

1. **The Clause 9. Terms of payment - shall be modified as follow:**

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| 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 in the following manner: 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 issue the waybill supported the goods during delivery of goods.</p> <p>Advance Payment:</p> <p>Thirty (30) percent of advance payment will be paid within ten (10) days of signing of the Contract and upon submission of claim and a bank demand guarantee, in the form provided in the request for invitation for direct contracting, for equivalent amount valid until the Goods are delivered and in the form of Advance Payment Security provided in the request for invitation for direct contracting. The remaining amount should be paid by installment according the following terms:</p> <p>(i) 1st payment upon delivery of the first batch, against invoice (in the amount of total price of delivered goods) and interim acceptance certificate, 10% of the advance payment recovered; payable within 15 days of submission of claim.</p> <p>(ii) 2nd payment upon delivery of the second batch, against invoice (in the amount of total price of delivered goods) and interim acceptance certificate, 10% of the advance payment recovered; payable within 15 days of submission of claim.</p> <p>(iii) 3rd Payment upon delivery of the third batch, against invoice (in the amount of total price of delivered goods), final acceptance certificate, 10% of advance payment recovered/or anything pending on advance payment recovered.</p> |
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2. **The Clause 2. Purchaser, Purchaser's Country, Project Site/Final Destination - shall be modified as follow:**

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| 3. Purchaser, Purchaser's Country, Project Site/Final Destination | <p>1.1 The Purchaser is Ministry of Internally Displaced Persons from Occupied Territories, Labor, Health and Social Affairs</p> <p>1.2 The Purchaser's Country Is: Georgia</p> <p>Consignee on behalf of the Purchaser: LEPL "Emergency situations coordination and urgent assistance center".</p> <p>The Project Site(s)/Final Destination(s) is/are:</p> <p>D.Agmashenebeli Alley 12th km., Tbilisi, Georgia.</p> |
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5. All other conditions of the Contract remain unchanged.

6. This amendment forms an integral part of the above-mentioned contract and is drawn up in two equally legal force copies.

To facilitate this emergency procurement, electronic signature of the Contract Agreement will be used

For and on behalf of the Purchaser:

Signed: Giorgi Tsotskolauri

In the capacity of the 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: Nika Bulia

Director of MDS LTD