Ref. No.280482/2018-ČRA

**Amendment No. 1 to the Contract No. 279612/2018-ČRA**

Client: **Czech Republic—Czech Development Agency**

Represented by: Ing. Pavel Frelich, Director

Registered office: Nerudova 3, 118 50 Praha 1, Czech Republic

Client’s contact person: XXXXXXXXXXXXX

Phone: XXXXXXXXXXXXX

E-mail: XXXXXXXXXXXXX

Company ID no.: 75123924

Bank connection: XXXXXXXXXXXXX

Account number: XXXXXXXXXXXXX

(hereinafter the “Client”)

And

Contactor: **UAD Studio LLC**

Represented by: Noe Sikharulidze, Director

Registered office: Varketili massif, plato #II, 24/53, Isani-Samgori district, Tbilisi, Georgia

Actual Address: Kipshidze #9, Tbilisi, Georgia

Company ID no.: 206218109

Tax ID no.: 206218109

Bank connection: XXXXXXXXXXXXX

Account number: XXXXXXXXXXXXX

Contact person in contractual matters: XXXXXXXXXXXXX

Contact person in technical matters: XXXXXXXXXXXXX

Phone: XXXXXXXXXXXXX

E-mail: XXXXXXXXXXXXX

(hereinafter the “Contractor”)

**Article 1.**

**Introductory provisions**

1. The Amendment 1 concerns the Contract No 279612/2018-ČRA from March 21, 2018 (hereinafter the “Contract”). The reason for this Amendment 1 is the increase in the overall size of the construction based on the request of the beneficiary – Tbilisi State Medical University (TSMU), resulting in the increase in the volume of work and prolongation of the time plan. The total remuneration thus increased by 15% of the total remuneration, i.e. by 8,428.00 EUR.

**Article 2**

**Subject of the Amendment**

1. The Parties have agreed on the following changes of theContract.

2. Provisions of Article 3 change as follows:

***Article 3***

***Time Plan***

*The parties have explicitly agreed that the work must be completed by no later than 30 August 2018.*

3. Provisions of Article 4 paragraph 1 and 2 change as follows:

 ***Article 4***

***Price of Work and Payments***

*1. The parties have agreed that the Client shall pay the Contractor for the implementation of the work under Article 2 hereof remuneration in the total amount of EUR 64,616.00, including VAT. So agreed remuneration also covers all the costs arising to the Contractor in connection with the implementation of the work.*

*2. The amount as per clause 1 of this Article shall be paid to the Contractor in three payments linked to the completion of the three stages of the project documentation (Concept of the construction, Project, Budget). The first payment in the amount of EUR 16,856.00, including Georgian VAT, shall be paid to the Contractor upon the presentation of the Concept of the construction (Article 2, clause 1) prepared on the basis of the Construction program and the Description of the Planned Construction. After the formal handover of this part of the work pursuant to Article 7 hereof and its approval by the Client the Contractor shall issue the first advance invoice. The second payment in the amount of EUR 32,308.00 including Georgian VAT, shall be paid to the Contractor once a final building permit has been obtained. After the formal handover of this part of the work pursuant to Article 7 hereof and its approval by the Client the Contractor shall issue the second advance invoice. The third payment in the amount of EUR 15,452.00, including Georgian VAT, shall be paid to the Contractor after the completion of the work and its handover under Article 7 hereof on the basis of an invoice issued by the Contractor after the completion of the work and its handover to the Client.*

4. Other provisions of the Contract remain unchanged.

5. Annex No. 1 – Procedure of implementing the public contract of this Amendment replaces in full extent Annex No. 1 – Procedure of implementing the public contract of the Contract. Annex No. 2 – Structured Budget of this Amendment replaces in full extent Annex No. 2 – Structured Budget of the Contract. Annex No. 3 – Construction program of this Amendment replaces in full extent Annex No. 5 – Construction Program of the Contract.

**Article 3**

**Final provisions**

1. This Amendment shall be governed by the national substantive and procedural law of the Czech Republic.
2. This Amendment is made in English language.

3. This Amendment is made in four counterparts and each party shall receive two counterparts.

4. The parties are aware of the fact that this Amendment will be published in the Register of Contracts under Act no. 340/2015 Coll., on Register of Contracts because of the Client is a person obligated under this act, and the parties agree with the publication. The Client agrees to arrange the publication within 30 days from the signature of this Contract by both parties.

1. This Amendment becomes valid on the day of its signature and effective upon its publication in the register of contracts.

List of Annexes:

 Annex no. 1: Procedure of implementing the public contract

Annex no. 2: Structured Budget

Annex no. 3: Construction Program

In Prague on In Tbilisi on

For the Client: For the Contractor:

 ………………………………….. …………………………………..

**Ing. Pavel Frelich Noe Sikharulidze**

Director of Czech Development Agency Director of UAD Studio LLC