

10298032

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10298032-1

UNITED NATIONS DEVELOPMENT  
PROGRAMME



Model Contract

**Amendment No. 1 to the Contract Ref: 10298032**  
Between United Nations Development Programme  
and  
(R) Capital SRL

Date: 21 August 2004 (Amendment No. 1)

Dear Sir / Madam,

Ref. 00100290/UNDP/Contract No. 1

ITB14703906: ECUADOR: Development of the agro-food market with the construction  
of the Commercial Hall in Cuenca City

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage  
CAPITAL SRL, duly incorporated under the Laws of Mexico, Republic of (hereinafter referred to as  
the "Contractor") as agent to perform works for construction of the Commercial Hall in Cuenca City  
(hereinafter referred to as the "Works"), in accordance with the following Contract.

1. Contract Documents (Clause Updated)

1.1. The Contract is subject to the UNDP General Conditions for Civil Works, attached hereto  
as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in  
no way shall be deemed to be 'Part' segregated by the contents of this letter and any other  
Annex, unless otherwise expressly stated under Section 4 of this letter, entitled "Special  
Conditions".

1.1.1. The Contract and UNDP shall agree to be bound by the provisions contained in the  
following documents, which shall take place, first over one another in case of conflict in the  
following order:

- a. This Contract
- b. Annex I - the General Conditions of Contract for Civil Works
- c. Annex II - the Corresponding Price Schedule and Project Bill of Quantities, dated 12/08/2004,  
attached hereto and the Contractor's technical bid, not attached hereto but known to and in the  
possession of both parties
- d. the Technical Specifications and Drawings (as listed below), not attached hereto but known to  
and in the possession of both parties

annexure 1

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(The relevant provisions indicated below are hereby amended as follows:

**Model Contract**

**Introduction (Clause Updated)**

Date: 21 October 2024

Date: 21 March 2025 (Amendment no. 1)

Dear Sir / Madame,

Ref.: **00106290/ EU4Moldova: Focal Regions**

**ITB24/02906: EU4MD/ Development of the agro-food market with the construction of the Commercial Hall in Cahul City**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage **CAPITAL SRL**, duly incorporated under the Laws of Moldova, Republic of (hereinafter referred to as the "Contractor") in order to perform **works for construction of the Commercial Hall in Cahul City** (hereinafter referred to as the "Works"), in accordance with the following Contract:

**1. Contract Documents (Clause Updated)**

1.1 This Contract is subject to the UNDP General Conditions for Civil Works, attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- a. this Contract;
- b. Annex I – the General Conditions of Contract for Civil Works
- c. Annex II – the Contractor's **Price Schedule and Priced Bill of Quantities**, dated 12/08/2024, attached hereto and the Contractor's technical bid, not attached hereto but known to and in the possession of both parties
- d. the Technical Specifications and Drawings [as listed below], not attached hereto but known to

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and in the possession of both parties:

- i. PROIECT DE EXECUTIE NR. 267 - Amenajarea Pitei agro-alimentare regionale cu constructia Halei comerciale pe teren cu nr. cadastral 1701124.040, raion Cahul, mun. Cahul, str. Dunarii 6/B, Designer: "ARHISTRAT-DECO" SRL;
- ii. PROIECT DE EXECUTIE 267/2024-C - Amenajarea Pitei agro-alimentare regionale cu constructia Halei comerciale pe teren cu nr. cadastral 1701124.040, raion Cahul, mun. Cahul, str. Dunarii 6/B, Designer: ENGINCONS Structural Solutions SRL based on Urban Planning Certificate No. 113/1 of December 29, 2023.
- iii. The Contractor's Price Schedule and Priced Bill of Quantities, for:
  - Relocation of the pressure sewer collector of Penitentiary No. 5;
  - Relocation of the existing 220/400V overhead power line at the construction site;
  - Positioning works of the external aqueduct networks and external sewage networks;
  - Positioning of the external electricity supply networks works.

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

## **CAPITAL SRL**

**#33/1, Dumitru Rîșcanu Street, Chisinau MD-2068**

**Republic of Moldova**

## **2. Obligations of the Contractor (Clause Updated)**

2.1 The Contractor shall commence work within **15 calendar days** from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works by **01 March 2025**, in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.

2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by **02 May 2025**.

2.3 This Contract will come into effect on the day of signature by both parties and shall expire on **02 May 2026**.

2.4 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

## **3. Price and Payment (Clause Updated)**

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3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to **US\$ 787,479.93 [seven hundred eighty-seven thousand four hundred seventy-nine US Dollars 93 Cents]**,

3.2 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.

3.3 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UNDP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 8 below.

3.4 UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 15 days of their receipt.

3.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Works.

3.6 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

3.7 All funds paid to the Contractor for works performed under this contract are carried out under the EU funded technical assistance Programme "EU4Moldova: Focal regions" and implemented by UNDP.

#### **4. Special Conditions**

##### **4.1 Bank Guarantee (Clause Updated)**

4.1 The **Performance GUARANTEE** referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of **US\$ 78,747.99 [10% of the total contract value] within a maximum of fifteen (15) days of the contract signature by both parties**. Performance Security shall be valid until a date - 30 days from the date of issue by UNDP of a Certificate of Final Completion. It will be returned to the contractor within 30 days of final completion of the contract and after receipt of the Maintenance Guarantee, including any warranty obligation. The receipt of the Performance GUARANTEE by UNDP shall be a condition for rendering the contract effective.

4.2 **The Maintenance Guarantee shall be provided in the amount of 2% (US\$ 15,749.60**

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**USD [fifteen thousand seven hundred forty-nine US Dollars 60 Cents])** of total contract value in form of a letter of bank guarantee to be valid until the end of the Warranty Period. Seven days before the end of Defect Liability Period, UNDP will organize the site inspection and if the works are in line with the contract requirements, UNDP will issue a Satisfactory Certificate of Inspection and will return to the Contractor the Performance Guarantee in exchange of a Maintenance Guarantee. If, within the warranty period after the works have been put into service, any defects are discovered or arise in the normal course of usage, the Contractor shall remedy the defect either by replacement or by repair. If the Contractor fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Contractor, which shall be deducted from due sums against the **Maintenance Guarantee**.

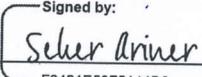
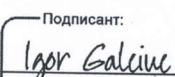
4.3 The Contractor may submit invoices for materials and plant stored at the Site, provided they are necessary and adequate for the performance of the Works and they are protected from weather conditions and duly insured as per the instructions of the Engineer.

4.4 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be **2.5%** of the price of the Contract per week of delay, up to a maximum of **10%** of the final price of the Contract. Once the total amount of liquidated damages is equal to 10% of the total contract amount, UNDP may terminate the contract.

(2) Except as expressly modified herein in accordance with paragraph 1, all other terms of the Contract, as previously amended, shall remain unchanged and shall come into full force and effect.

(3) This Amendment will come into effect as of the date of last signature hereof by UNDP and the (R) Capital SRL.

**IN WITNESS WHEREOF**, the Parties have, through their authorized representatives, executed this Amendment No 0 on the date herein below written.

For UNDP:	For the (R) Capital SRL:
Signed by: Signature:  F3421E53F5144D3...	Подписант: Signature:  CAD9D63E27CF4AE...
Name: Seher Ariner	Name: Igor Galciuc
Title: Deputy Resident Representative	Title: Administrator
Date: 23-Mar-2025	Date: 25-map-2025