

**Amend. 1 to Contract No.: 3000066864**  
UNIDO Obligation No.: 3000066864;  
3000066865; 3000066866; 3000066867  
Project No.: 140297

**AMENDMENT No. 2**

**CONTRACT No. 3000066864**

**between**

**THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION**

**(UNIDO)**

**and**

**INSTITUTO NACIONAL DE TECNOLOGÍA INDUSTRIAL**

**(INTI)**

**for the**

**PROVISION OF SERVICES RELATED TO THE FULL-SIZED PROJECT ENTITLED 'STRENGTHENING OF NATIONAL INITIATIVES AND ENHANCEMENT OF REGIONAL COOPERATION FOR THE ENVIRONMENTALLY SOUND MANAGEMENT OF PERSISTENT ORGANIC POLLUTANTS (POPs) IN WASTE OF ELECTRONIC OR ELECTRICAL EQUIPMENT (WEEE) IN LATIN AMERICAN COUNTRIES'**

This Amendment No. 2 to Contract No. 3000066864 and its Amendment No. 1 (hereinafter collectively referred to as "the Contract") is entered into between the UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (hereinafter referred to as "UNIDO") and the INSTITUTO NACIONAL DE TECNOLOGÍA INDUSTRIAL (hereinafter referred to as the "Contractor"), jointly referred to as the "Parties" and individually as the "Party", for the following reasons:

- To correct the amounts indicated in clause 8.04 Progress Payments, due to a typo made in Amendment No. 1: while in Amendment No. 1 the payment 8.04, b) indicates an amount of United States Dollars one hundred twenty thousand four hundred sixty-five (USD 120,465.00) as already disbursed by UNIDO, the payment was *de facto* made in the amount of United States Dollars one hundred five thousand four hundred six and eighty-seven cents (USD 105,406.87), as per the same clause 8.04, b) of the initial contract and invoice submitted and *de facto* paid. Therefore, the difference of United States Dollars fifteen thousand fifty-eight and thirteen cents (USD 15,058.13) shall be added to the pending payments;
- To allow the Contractor to retain the funds equivalent to United States Dollars seventeen thousand three hundred seventy-three (USD 17,373.00) due to UNIDO in the framework of Contract No. 3000066830, which was terminated by UNIDO letter dated 25 January 2023, and use these funds for the pending activities required under this Contract. Therefore the amount of United States Dollars seventeen thousand three hundred seventy-three (USD 17,373.00) shall be deducted by the pending payments;
- In view of the above, to reduce the Contract Price without changing the scope by United States Dollars seventeen thousand three hundred seventy-three (USD 17,373.00), therefore from United States Dollars five hundred fifty-eight thousand three hundred twenty-five (USD 558,325.00) to United States Dollars five hundred forty thousand nine hundred fifty-two (USD 540,952.00);
- To extend the Contract duration until end of June 2024, hence to adjust the reporting system related clauses of the Contract;

NOW, THEREFORE, the Parties hereto mutually agree to amend the Contract as follows:

Paragraph 3.04 of the Contract is hereby replaced in its entirety with the following version of *Paragraph 3.04 – Commencement and Completion of the Contractor's Work*

**3.04 Commencement and Completion of the Contractor's Work**

The Contractor's Team shall be in the Project Area and commence performance at the earliest possible date and shall complete all work in the Project Area no later than end of June 2024.

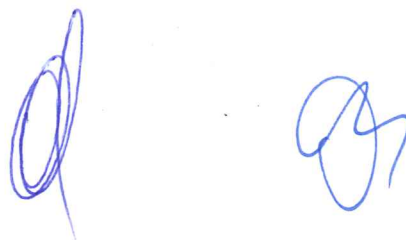
Paragraph 3.09 of the Contract is hereby replaced in its entirety with the following version of *Paragraph 3.09 – Reports*:

**3.09 Reports**

All reports shall be submitted in electronic format compatible with MS Word and in PDF, to Ms. Lamia BENABBAS, Industrial Development Officer and Project Manager, [L.Benabbas@unido.org](mailto:L.Benabbas@unido.org); with copy to: Ms. Alessandra BRAVIN, Procurement Officer, [A.Bravin@unido.org](mailto:A.Bravin@unido.org). The Contractor shall submit in English, the reports and documents which are listed below. Reports may be presented in Spanish as long as they are accompanied with an executive summary in English.

- a) **Work-plan**  
An adjusted Project Work-Plan, as detailed in paragraphs 6 and 7 of the Terms of Reference (Annex D of the Contract), shall be submitted upon countersignature of contract.  
**[ALREADY SUBMITTED]**
- b) **Set of Reports No. 1**  
A Set of Reports No. 1, as detailed in paragraphs 6 and 7 of the Terms of Reference (Annex D of the Contract), shall be submitted by end of month twelve (12) of Contract implementation.  
**[ALREADY SUBMITTED]**
- c) **Set of Reports No. 2**  
A Set of Reports No. 2, as detailed in paragraphs 6 and 7 of the Terms of Reference (Annex D of the Contract), shall be submitted by end of month twenty-four (24) of Contract implementation.  
**[ALREADY SUBMITTED]**
- d) **Set of Reports No. 3**  
A Set of Reports No. 3, as detailed in paragraphs 6 and 7 of the Terms of Reference (Annex A hereof), shall be submitted by November 2023.
- e) **Final Set of Reports**  
A Final Set of Reports, as detailed in paragraphs 6 and 7 of the Terms of Reference (Annex A hereof), shall be submitted by April 2024.

All interim reports shall include sufficient information for UNIDO to determine the extent of the work carried out by the personnel referred to in paragraph 3.03 a) of the Contract. No invoice submitted for payment pursuant to the stipulations of paragraph 8.04 shall be paid by UNIDO unless the relevant interim report submitted by the Contractor and/or other information as may be available to UNIDO confirm that satisfactory progress has been achieved also in the performance of the work at the Contractor's Home Office.



Paragraph 8.01 of the Contract is hereby replaced in its entirety with the following version of *Paragraph 8.01 – Contract Price*:

**8.01 Contract Price**

UNIDO shall, subject to the availability of funds from GEF, pay the Contractor for the full and proper performance of its obligations under this Contract, the sum of United States Dollars five hundred forty thousand nine hundred fifty-two (USD 540,952.00) (hereinafter referred to as “the Contract Price”).

The Contract Price shall, at all times, be subject to the terms of this Contract, and it shall be used exclusively for the execution of the Project activities in accordance with the Terms of Reference to finance expenditures that are necessary for carrying out the Project, directly attributable to the Project, and arising as a direct consequence of its execution (“Eligible Expenditures”). Eligible Expenditures shall be duly documented and satisfy the following requirements:

- (a) The expenditure is for the reasonable cost of goods, works or services required for the Project and procured in accordance with the provisions of this Contract; direct or indirect taxes shall not constitute Eligible Expenditures.
- (b) The expenditure is not prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- (c) The expenditure was incurred after the Effective Date of this Contract.

The Contractor shall exercise the same degree of care and diligence in the administration and use of resources from the Contract Price as it exercises in respect of its own resources.

Payment of this sum shall be made in the currency and in the pro-rated amounts hereinafter set forth. This sum shall cover all expenses incurred by the Contractor including, but not limited to: salaries, travels, subsistence allowance, indemnities, social charges, overheads, technical assistance and supervision costs.

UNIDO's financial obligations in connection with this Contract shall be limited to the amount of the Contract Price. No further payment shall be made if the aggregate amount paid under the Contract exceeds the Contract Price. The Contractor shall bear the risk of any funding shortfall, and UNIDO shall not have any liability whatsoever to the Contractor or any third party in respect of expenditures or liabilities that exceed the Contract Price.

Paragraph 8.02 of the Contract is hereby replaced in its entirety with the following version of *Paragraph 8.02 – Contract Ceiling*:

**8.02 Contract Ceiling**

The Contractor shall not do any work, provide any materials or equipment or perform any services which may result in any charges to UNIDO over and above the said sum of United States Dollars five hundred forty thousand nine hundred fifty-two (USD 540,952.00) without the prior written consent of UNIDO and a formal amendment to this Contract.

Paragraph 8.03 of the Contract is hereby replaced in its entirety with the following version of *Paragraph 8.03 – Currency of Payment*:

**8.03 Currency of Payments**

The total Contract Price of United States Dollars five hundred forty thousand nine hundred fifty-two (USD 540,952.00) shall be paid in this currency.

Paragraph 8.04 of the Contract is hereby replaced in its entirety with the following version of *Paragraph 8.04 – Progress Payments*:

**8.04 Progress Payments**

Progress payments on account of the Contract Price set forth in paragraph 8.01 shall be made against the Contractor's invoices rendered as follows:

	Currency USD
a) upon UNIDO's receipt of the Contract duly countersigned and upon UNIDO's receipt and acceptance of the Contractor's Work-plan referred to in sub-paragraph 3.09 a), the sum of..... <b>[ALREADY PAID]</b>	120,465.00
b) upon UNIDO's receipt and acceptance of the Contractor's Set of Reports No. 1 referred to in sub-paragraph 3.09 b), the sum corresponding to..... <b>[ALREADY PAID]</b>	105,406.87
c) upon UNIDO's receipt and acceptance of the Contractor's Set of Reports No. 2 referred to in sub-paragraph 3.09 c), the sum corresponding to..... <b>[ALREADY PAID]</b>	105,406.87
d) upon UNIDO's receipt and acceptance of the Contractor's Set of Reports No. 3 referred to in sub-paragraph 3.09 d), the sum corresponding to.....	100,323.13
e) upon UNIDO's receipt and acceptance of the Contractor's Final Set of Reports referred to in sub-paragraph 3.09 e), the sum corresponding to .....	109,350.13
	540,952.00
<b><u>Grand Total:</u></b>	<b>540,952.00</b>

The making of any payment hereunder by UNIDO shall not be construed as an unconditional acceptance by UNIDO of the work accomplished by the Contractor up to the time of such payment.


This Contract Amendment No. 2, shall be deemed to be effective from the date of its signature by both Parties.

All other terms and conditions of the Contract shall remain unchanged and in full force and effect.




IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Contract.

**INSTITUTO NACIONAL DE  
TECNOLOGÍA INDUSTRIAL**

By.....

(print name)

**SANDRA MAYOL**  
Presidenta  
Instituto Nacional de Tecnología Industrial

Avenida Leandro N. Alem N° 1067  
piso 7° de la Ciudad Autónoma de Buenos Aires  
THE ARGENTINE REPUBLIC

Date: 4/12/23

**UNITED NATIONS INDUSTRIAL  
DEVELOPMENT ORGANIZATION**

By.....

Atsushi Isoyama, Chief  
Procurement Services  
Directorate of Corporate Services  
and Operations  
UNIDO

Wagramer Strasse 5  
A 1400 Vienna  
AUSTRIA

Date: 30 Oct. 2023

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**Hoja Adicional de Firmas**  
**Informe gráfico**

**Número:**

**Referencia:** 2da Enmienda ONUDI

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