



MINISTERIO
DE TRANSPORTE
Y OBRAS PÚBLICAS

Ferrocarril Central



PROJECT OF PUBLIC WORK'S CONTRACT FOR ADDITIONAL WORKS

DECEMBER 2017

URUGUAY
en marcha

In Montevideo, on the (), between, : the Ministry of Transport and Public Works, represented by Minister Víctor ROSSI, domiciled in Rincón 561, 8th. Floor **AS PARTY OF THE FIRST PART**; and, , the Company (), represented by (), domiciled in () **AS PARTY OF THE SECOND PART, AGREE TO THE FOLLOWING:**

FIRST: Background.

- I. The Ministry of Transport and Public Works made a call for the International Public Bid No. () for the execution of: the "Central Railway" railworks, span between Montevideo Port - Paso de los Toros station.
- II. The Executive Power, by Resolution of date (), awarded the International Public Bid No. () to Company ().

SECOND: Purpose. As per the stated in the Clause 2 of the Administrative Bidding Conditions, the parties agree that the purpose of the contract of the "Central Railway" project entails, substantially and among others, the execution of the following works:

	Additional Works	Unit	Montevideo-Progreso	Progreso-Florida	Florida-Durazno	Durazno-P de los Toros	Unit Quantity
1	Vehicle bridges	Lineal meter	486	0	40	0	526
2	Pedestrian bridges	Lineal meter	60	0	0	0	60
3	Streets impacted by works (LS&R63)	Unit	1	1	0	0	2
4	Local roads impacted by embankments	Unit	0	4	3	0	7
5	Rectification of roads (Hardpan)	Km	0	5,5	9,7	0	15,2
6	Rectification of routes (Asphalt)	Km	0	4,3	0	0	4,3
7	Overpass crossing, Millán street	Gi	1	0	0	0	1
8	Overpass crossing, R. 102	Gi	1	0	0	0	1
9	Overpass crossing w/Borrazas (El Dorado)	Gi	1	0	0	0	1
10	Overpass crossing w/Calleros (Florida)	Gi	0	1	0	0	1
11	Overpass crossing w/Route No. 5 (Km 108.9)	Gi	0	0	1	0	1
12	Overpass crossing w/Route No. 5 (Km 130.5)	Gi	0	0	1	0	1
13	Overpass crossing w/Zorrilla (Ex R14) (Durazno)	Gi	0	0	0	0	1
14	Overpass crossing w/Route No. 4 (Molles)	Gi	0	0	0	1	1
15	Stations adaptation	Unit	18	6	0	0	24

Everything shall be governed by the Specific Bidding Conditions in the current Bid and its Annexes; the amendments, clarifications and statements issued by the bidding entity in relation to the works during the time frame of the call for bid; the proposal presented for the execution of these works and the Service Orders imparted to the Company for the execution of this work and by the laws, decrees and resolutions in force in the matter.

THIRD: Price. For this contract, the Contracting Party shall pay Contractor the basic sum of \$(....) (Uruguayan pesos).

This price results from Annex 9 of the Administrative Bidding Conditions and is integral part of this contract, in accordance to what is established by the Contracting Party and listed by Contractor. Payments shall be made effective sixty (60) calendar days following the certificate's month.

Should the said day be non-business, that day will be assumed to be the first next business day. Business days for payment are considered those days when the Contracting Party's offices are open; the payment shall be carried out in the business hours established for such purpose.

FOURTH: Price adjustment. The price of the works shall be adjusted according to what is stated in Clause () of the Bidding Conditions regulating this contract.

FIFTH: Term. The term for the execution of the works shall be 36 months, counting as from the signature of the "Possession and Commencement Act". The top time frame for signing the Act shall be ten (10) business days as from the signature of the current Contract.

Should the Contracting Party Administration fail to make the work area for a track span available to Contractor Company in the time frame foreseen due to causes not attributable to Contractor Company, the accounting of the work areas shall be suspended until these areas are available. Should this availability take longer than 50 business days, Contractor Company shall be able to claim compensation for the financial cost of the verified expenses, made up to that moment.

The works that subject matter of this contract can begin once they are duly registered in the Banco de Previsión Social (BPS).

SIXTH: Payment conditions. The payment of the price shall be done by means of monthly certificates and according to the progress of the works, within 60 (sixty) days as from the issuance of the certificate, and in full accordance to the stated in the Bidding Conditions governing both this bid and Contractor offer.

SEVENTH: Equipment. Contractor is committed to arrange the equipment included in its offer in due time and manner; such equipment shall be the one the Contracting Party Administration considers essential for the proper compliance of this contract. Any withdrawal, modification or replacement of equipment shall require previous approval of the Works Director.

EIGHTH: Development Plan for the Works and Preventive of the cash flow According the bidding documents governing this contract, the Development Plan for the Works and the corresponding Preventive of the Cash flow presented by Contractor in its offer have been duly adapted; they are attached to this contract in the Annex II forming an integral part thereof.

NINTH: Obligations of the Contracting Party. The main obligations of the Contracting Party entail: 1) to pay the price; 2) to state the contract has been received both provisionally and definitely, should the works be in condition of being accepted.

TENTH: Non-Compliance of Regulations. Contractor is bound to comply with all the legal and regulatory norms in force that apply to the current contract, especially those regarding labor regulations, agreements and labor awards. In its contract relationships with its respective subcontractors, Contractor shall include the latters' obligation of complying with all the regulations previously mentioned; and shall be jointly and severally responsible for any related non-compliance.

ELEVENTH: Responsibility. Contractor shall comply with all the obligations stated in the documents forming part of this contract, and shall be exclusively responsible for every risk and damage resulting from the execution of the Contract, and for every risk and damage caused to its employees, the Contracting Party, third parties and both public and private goods. In the event Contracting Party be due to account for Contractor's obligations, of any kind, the Contracting Party shall have the legal authority of repeating the total sum of the amount paid (including direct or indirect related expenses, costs, and legal costs) to Contractor or its Partners or Directors, as they become joint and severally responsible parties for non-compliances.

TWELFTH: Credits Compensation. The Contracting Party is authorized to compensate, in whole or in part, its credits for diverse concepts, paying the sums owed to Contractor in terms of contract relationships, or of any money owed to Contractor.

THIRTEENTH: Worker's Compensation Insurance. Contractor shall submit —at every opportunity as required by the Contracting Party during the enforcement of the current contract, and until the moment the latter takes possession of the works subject matter thereof— the documents accrediting compliance with law No. 16074, dated October 10,

1989 (Mandatory Employment Accident and Occupational Diseases insurance), for its own part and for the subcontractors proposed by Contractor.

Every modification to the terms of this insurance shall be previously approved in writing by the Contracting Party's Administration.

FOURTEENTH: Fines and Penalties. The non-compliance of the obligations agreed shall imply the application of the fines and penalties stated in the current Contract and in the Bidding Conditions. The fines shall be discounted from the work certificates, the performance bond of the contract, or from any other payment owed to Contractor for any concept whatsoever; or, should nothing be owed, the fines shall be considered as Contractor's debt.

FIFTEENTH: Administrative Penalties. Notwithstanding the penalties stated in the previous Clause, the Contracting Party has the authority to: a) inform the Single Register of State Providers the administrative application of: 1) warnings; 2) suspension or withdrawal from the Register; b) report on the application of penalties, fines and rescissions to the Ministry of Economy and Finance: General Department of Trade, General Department for Consumer Defense.

SIXTEENTH: Performance Bond. Contractor established a total Contract Performance Bond, equal to the 5% of the total sum of the works referenced in the second Clause of the current contract, by means of (whatever has been agreed at that time).

SEVENTEENTH: National Registry of Public Companies. The Company () submitted the certificate issued by the National Registry of Public Works Companies No. (), date ().

EIGHTEENTH: Assignment of Contract. Contractor Company shall be able to assign, in whole or in part, the contract to a third party, with the previous express authorization of the Contracting Party Administration. Until all the formalities related to the assignment and constitution of guarantees have been duly met, the assignor Contractor Company shall keep all of its obligations towards the Contracting party Administration.

Once the assignment has taken place, the Assignee shall be subrogated as regards all the rights and obligations corresponding to the Assignor.

All the changes made to the contract shall be duly reported to the Insurance Company within the time frame agreed with this company when the policy was issued; and in no case this time frame shall be less than 10 (ten) days from the configuration of the changes. Should the contract be assigned, the Assignee shall establish the same guarantees as the Assignor.

NINETEENTH: Subcontracts. The subcontractors shall comply with the legal and regulatory norms in force; in all the cases, Contractor shall be the only responsible for the subcontracts carried out before the Public Administration. Notwithstanding this, Contractor shall request the non-objection of the Contracting Party for every subcontract.

TWENTIETH: Termination. In the event of termination, the works that have been carried out according to the specifications and that are not objected can be certified.

Likewise, termination of the Public-Private Participation Central Railway Contract due to any cause shall cause the termination of the current contract as a matter of law.

TWENTY FIRST: Default. Default shall be incurred as a matter of law due to the mere expiration of the time frame agreed, or due to the omission or execution of any act or fact which translates into the doing or not doing of anything contrary to the stated, without need of any judicial or extrajudicial notice.

TWENTY SECOND: Special Domiciles. The parties establish domiciles for all the purposes of this Contract as the ones stated respectively in the header herein, and are considered as such unless otherwise notified.

TWENTY THIRD: For all the purposes arising from the execution of this Contract, the parties accept the jurisdiction of the city of Montevideo Courts in the Oriental Republic of Uruguay,.

FOR THE RECORD and in witness thereof, the parties execute and sign three equal copies, at the place and date stated ut supra - ad referendum of the intervention of the Central Accountant General Accounting Office, and the Auditor Accountant of the Office of Auditor General of the Republic of Uruguay, assigned to this Secretary of State.