

CONTRACT FOR CONSTRUCTION SERVICES

This Contract is made between the UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN, a composite entity of the United Nations established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010, with its Headquarters at 220 East 42nd Street, New York, NY 10017, USA (hereinafter referred to as “UN Women”) and *[official name of company in full]*, duly incorporated or organized under the laws of *[country]*, with its registered offices at *[address]* (hereinafter referred to as “the Contractor”), both hereinafter separately and jointly referred to as the “Party” or the “Parties”.

Whereas UN Women wishes to engage the services of the Contractor in order to construct *[briefly describe the nature of construction, e.g. renovation of office]* for *[insert purpose]* in *[insert location]* (hereinafter referred to as the “Works”), under the terms and conditions set forth below;

Whereas the Contractor is ready and willing to accept this engagement of services in accordance with the terms and conditions set forth below;

Now, therefore, the Parties agree as follows:

1. Contract Documents

- 1.1 This Contract is subject to the UN Women General Conditions of Contract – Contracts for the Provision of Civil Works (“General Conditions”), 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 document and any other Annexes, unless otherwise expressly stated under Article 4 of this document, entitled "Special Conditions".
- 1.2 The Contractor and UN Women 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 document;
 - b) UN Women General Conditions of Contract – Contracts for the Provision of Civil Works, Annex I;
 - c) Technical Specifications and Drawings *[ref.dated.....]*, Annex II;
 - d) the Contractor's Financial Proposal **[IF THE CONTRACT IS ON THE BASIS OF UNIT PRICE, INSERT: including the Priced Bill of Quantities]** *[ref....., dated]*, Annex III;
 - e) *[Insert any other annexes as relevant]*
- 1.3 All the above shall form the Contract between the Contractor and UN Women, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

1.4 This Contract shall take effect upon the signature by both Parties and shall remain in effect for a period of [insert duration of expected works + 12 months for the defects liability period], unless earlier terminated in accordance with the terms of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall commence work within [insert number of days] days from the date on which the Contractor 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 [insert date], 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 Section 13 of the General Conditions by [insert date].

2.3 The Contractor represents and warrants the accuracy of any information or data provided to UN Women 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.

OPTION 1 (FIXED PRICE)

3. Price and Payment

3.1 In full consideration of the complete and satisfactory performance of the Works under this Contract, UN Women shall pay the Contractor a fixed contract price of [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Invoices shall be submitted by the Contractor to the Engineer upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>DATE</u>
Upon signature of Contract/./....
....././....
Upon substantial completion of Works/./....

Upon final
completion of Works/./.....

- 3.4 UN Women 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 UN Women 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 UN Women to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UN Women of the Contractor's performance of the Works.
- 3.6 Payment of the final invoice shall be effected by UN Women after issuance of the Certificate of Final Completion by the Engineer.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 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. 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 UN Women 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. UN Women 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.
- 3.3 The Contractor shall submit an invoice for **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties, invoices for the work performed and materials utilized every **[INSERT PERIOD OF TIME OR MILESTONES]** and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer.

- 3.4 UN Women 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 UN Women 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 UN Women to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UN Women of the Contractor's performance of the Works.
- 3.6 Payment of the final invoice shall be effected by UN Women after issuance of the Certificate of Final Completion by the Engineer.

4. Special conditions

- 4.1 The advance payment to be made upon signature of the Contract by both Parties is contingent upon receipt and acceptance by UN Women of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UN Women.
- 4.2 The amounts of the payments referred to under section 3.3 above shall be subject to a deduction of **[INSERT PERCENTAGE OF TOTAL CONTRACT PRICE THAT THE ADVANCE REPRESENTS]** % of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment. Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of substantial completion of the Works, UN Women may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the bank guarantee referred to in 4.1 above.
- 4.3 The Performance **[SELECT BOND/GUARANTEE]** referred to in Section 10 of the General Conditions shall be submitted by the Contractor for an amount of **[INSERT PERCENTAGE OF THE TOTAL ESTIMATED OR FIXED PRICE OF THE CONTRACT IN THE CASE OF A GUARANTEE AND 30% IN THE CASE OF A BOND]**.
- 4.4 The liability insurance referred to in Section 23 of the General Conditions shall be taken out by the Contractor for an amount of **[CONSULT THE ENGINEER FOR APPROPRIATE AMOUNT]**.
- 4.5 According to Section 45 of the General Conditions, the liquidated damages for delay shall be **[INSERT PERCENTAGE]** of the price of the Contract per day of delay, up to a maximum of 10% of the final price of the Contract.

5. Submission of invoices

5.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the Engineer's address specified in clause 8.2.

5.2 Invoices submitted by fax shall not be accepted by UN Women.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UN Women.

6.2 All payments shall be made by UN Women to the following bank account of the Contractor:

[NAME OF THE BANK]
[ACCOUNT NUMBER]
[ADDRESS OF THE BANK]

7. Modifications

7.1 Any modification to this Contract shall require an amendment in writing between both Parties duly signed by the authorized representatives of the Contractor and UN Women.

8. Notifications

8.1 For the purpose of notifications under the Contract, the addresses of UN Women and the Contractor are as follows:

For UN Women:

[Insert Name, Address and Telex,
Fax and Cable Numbers]

For the Contractor:

[Insert Name, Address and Telex,
Fax and Cable Numbers]

[CHOOSE BETWEEN THE TWO OPTIONS FOR 8.2]

8.2 For the purposes of communications with the Engineer, the address of the Engineer shall be as follows:

[Insert Name, Address and Telex,
Fax and Cable Numbers of the Engineer]

OR

8.2 UN Women shall communicate as soon as possible to the Contractor after the signature of the Contract, the address of the Engineer for the purposes of communication with the Engineer under the Contract.

**Article 9
Miscellaneous**

9.1 Without limiting the provisions of Article 7.1 hereof, no terms or provisions of this Contract shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, or excuse or waiver of, any other subsequent breach.

9.2 If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

9.3 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have, through their authorized representatives, executed this Contract on the date herein below.

FOR [NAME OF CONTRACTOR]

FOR UN WOMEN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANNEX I

UN Women General Conditions of Contract – Contracts for the Provision of Civil Works

ANNEX II
TECHNICAL SPECIFICATIONS AND DRAWINGS