

CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES

This Contract is made between the UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN (“UN Women”), and [insert official name of company in full], with its registered offices at [address] (“Engineer”) (Both hereinafter separately and jointly referred to as the “Party” or the “Parties”).

Preambles and Object of the Contract

WHEREAS UN Women desires to [describe the construction] (the “Construction”) in [insert location] and has, for this purpose, decided to hire [name of construction contractor] (the “Contractor”) to undertake the construction works pursuant to a contract dated [insert date of construction contract] (the “Construction Contract”) substantially as attached as Annex I;

WHEREAS UN Women requires the professional services of the Engineer in connection with the Construction (the “Services”);

The Engineer represents that it is fully qualified, ready, willing and able to render the Services effectively and efficiently and that UN Women will benefit from the Engineer’s experience and expertise in providing the Services;

NOW THEREFORE, in consideration of the mutual promises and subject to the terms and conditions contained herein, UN Women and the Engineer (collectively referred to as “the Parties”) agree as follows:

Contract documents

1. The present document, together with Annexes I, II and III referred to below, constitute the entire agreement between the Parties and supersede any and all prior agreements and representations, whether written or oral, between the Parties concerning the subject matter hereof. In case of ambiguities, discrepancies or inconsistencies between or among them, shall apply in the following order of precedence:
 - (a) This document;
 - (b) UN Women General Conditions of Contract – Contracts for the Provision of Services (Annex III);
 - (c) Construction Contract (Annex I);
 - (d) Terms of Reference (Annex II);
 - (e) [Insert relevant annexes as needed, e.g. fee schedule]

Scope of work

2. The Engineer will perform and carry out the duties and responsibilities for UN Women as set out in the Construction Contract, attached as Annex I, and the Terms of Reference, attached as Annex II.

Terms and conditions

3. The Engineer shall perform the obligations assigned to the Engineer under Section 5 of the

UN Women General Conditions of Contract – Contracts for Civil Works, attached as Annex I to the Construction Contract, including the functions hereinafter described:

- a. The Engineer shall be the UN Women's representative vis-à-vis the Contractor during construction and until final payment is due. The Engineer shall advise and consult with UN Women. UN Women's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have authority to act on behalf of UN Women only to the extent provided herein.
- b. The Engineer shall visit the construction site at intervals appropriate to the stage of construction to familiarize himself/herself generally with the progress and quality of the Construction and to determine in general if the Construction proceeding in accordance with the Construction Contract. On the basis of the Engineer's on-site observations, the Engineer shall keep UN Women informed of the progress of the Construction.
- c. The Engineer shall not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Construction. The Engineer shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Construction in accordance with the Construction Contract) and of the Contractor's subcontractors or any of their agents or employees, or any other persons performing services for the Construction, except if such acts or omissions are caused by the Engineer's failure to perform the Engineer's functions in accordance with this Contract.
- d. The Engineer shall at all times have access to the Construction site and works wherever and whether in preparation or progress. The Contractor shall provide facilities for such access so that the Engineer may perform the Engineer's functions under this Contract and the Construction Contract.
- e. Based on the Engineer's observations and an evaluation of the documentation submitted by the Contractor together with the invoices, the Engineer shall determine the amounts owed to the Contractor and shall issue certificates of payment as appropriate.
- f. The Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as drawings, product data and samples, but only for conformity with the design concept of the Construction and with the provisions of the Construction Contract documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- g. The Engineer shall interpret the requirements of the Construction Contract documents and judge the performance thereunder by the Contractor. All interpretations and orders of the Engineer shall be consistent with the intent of and reasonably inferable from the Construction Contract documents and shall be in writing or in the form of drawings. The Contractor and/or UN Women may make a written request to the Engineer for such interpretation. The Engineer shall render the interpretation necessary for the proper execution of the Construction with

reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Construction Contract documents by the Engineer or relating to the execution or progress of the construction works shall be settled as provided in Section 71 of the UN Women General Conditions of Contract – Contracts for the Provision of Civil Works.

- h. Except as otherwise provided in the Construction Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Construction Contract nor to order any work involving delay in completion of the construction works or any extra payment to the Contractor by UN Women, or to make any variations to the construction specifications, drawings or works.
 - i. The Engineer shall have authority to reject work which does not conform to the Construction Contract documents. Whenever, in the Engineer's opinion, he/she considers it necessary or advisable for the implementation of the intent of the Construction Contract documents, he/she will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act nor any reasonable decision made by him/her in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any of the Contractor's subcontractor, any of their agents or employees, or any other person performing services for the Construction.
 - j. The Engineer shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to UN Women for UN Women's review written warranties and related documents required by the Construction Contract and assembled by the Contractor, and shall issue a Certificate of Final Completion upon compliance with the requirements of Section 47 of the UN Women General Conditions of Contract – Contracts for the Provision of Civil Works and in accordance with the Construction Contract.
 - k. If agreed by UN Women, the Engineer shall provide one or more Engineer's representative(s) to assist the Engineer in carrying out his/her responsibilities at the site. The Engineer shall notify in writing to the Contractor and UN Women the duties, responsibilities and limitations of authority of any such Engineer's Representative(s).
 - l. The Engineer shall perform other responsibilities given to him/her in the UN Women General Conditions of Contract – Contracts for the Provision of Civil Works.
4. The Engineer shall endeavour to safeguard the interests of UN Women to ensure the timely completion of the Construction on the basis of sound construction practice at the cost budgeted in the Construction Contract and substantially in accordance with the specifications of the Construction Contract.
5. The Engineer shall inform UN Women if the Engineer has reason to believe that the total authorized expenditure or duration for any part of the Construction is likely to be materially varied.

Contract term

6. This Contract shall commence on [insert date], and shall expire on the satisfactory completion of the services described in Articles 2 and 3 above but not later than [insert date – to match with the Construction Contract], unless terminated prior to this date in accordance with the terms of this Contract.

Contract price

OPTION 1 (FIXED FEE)

7. In full consideration for the complete and satisfactory performance of the Services under this Contract, UN Women shall pay the Contractor a total fixed fee of [insert currency & amount in figures and words]. This fee shall remain firm and fixed during the term of the Contract. The Contractor shall submit invoices only upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon/./....
....././....

OR

OPTION 2 (TIME-BASED CONTRACTS)

8. In full consideration for the complete and satisfactory performance of the Services under this Contract, UN Women shall pay the Contractor a price not to exceed [insert currency & amount in figures and words] (“the Maximum Total Amount”). The Maximum Total Amount is not a guaranteed amount. The Fee Schedule in Annex [insert annex number] contains the maximum amounts per cost category that are reimbursable under this Contract; such maximum amounts are not guaranteed amounts. The Contractor shall reflect in its invoices the amount of the actual reimbursable costs incurred in the performance of the Services. The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the Maximum Total Amount or of any of the amounts specified in the Fee Schedule for each cost category without the prior written agreement of UN Women. The Contractor shall submit itemized invoices for the work done every [insert period of time or milestones].

Invoices

8. The Contractor shall submit to UN Women an original copy of its invoices, as is required in the preceding Article, specifying, at a minimum, a description of the Services performed, the unit prices in accordance with the fee schedule (if relevant), and the total price of the Services, together with such supporting documentation as UN Women may require, as follows:

[Insert address and contact details for submission of invoices]

Payment

9. Payments shall be made to the Contractor thirty (30) days from receipt of the Contractor's invoice and supporting documentation and certification by UN Women that the Services represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract, unless UN Women disputes the invoice or a portion thereof. All payments to the Contractor shall be made by electronic funds transfer to the Contractor's bank account, as follows:

Name of Bank:
Bank Address:
Bank ID:
Account No:
Title/name:

10. UN Women may withhold payment in respect of any invoice if it considers that the Contractor has not performed in accordance with the terms and conditions of this Contract or has not provided sufficient documentation in support of the invoice. Where an invoice is disputed in part, UN Women shall pay the Contractor any undisputed portion and the Parties shall consult in good faith to promptly resolve outstanding issues. Once the dispute has been resolved, UN Women shall pay the Contractor the relevant amount within thirty (30) days. The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract or any accrued interest on payments withheld by UN Women in connection with a dispute.

Notifications

11. All notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be transmitted to the following:

For UN Women:

[Insert Name, Address, Phone and Email]

For the Contractor:

[Insert Name, Address, Phone and Email]

IN WITNESS WHEREOF, the Parties have, through their authorized representatives, executed this Contract on the date herein below written [in the English and [insert] languages, both equally authentic, in two originals. In case of a conflict between the two originals, the English language text shall prevail.] (If signing in language other than English, include this wording. If signing only in English, delete).

For and on behalf of UN Women:

For and on behalf of the Contractor:

Signature _____
Name _____
Title _____
Date _____

ANNEX I

CONSTRUCTION CONTRACT

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ANNEX II

TERMS OF REFERENCE

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ANNEX III

UN Women General Conditions of Contract - contract for the provision of services

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