



**CONSTRUCTION
CONTRACT
FOR MINOR WORKS
GENERAL CONDITIONS
OF CONTRACT**

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1 Works

The Contractor shall execute the works, as defined in Schedule 3 [*Requirements of Employer*] (hereinafter called the “**Works**”), in accordance with the Contract and applicable laws.

2 The Employer's Representative and Contractor's Representative

The Employer's representative shall be the person named as such in Schedule 1 [*Contract Details*] or as may be appointed later on by the Employer (hereinafter called the “**Employer's Representative**”). The Employer's Representative shall be deemed to act on the Employer's behalf under the Contract.

The Contractor's representative shall be the person named as such in Schedule 1 [*Contract Details*] or as may be appointed later on by the Contractor (hereinafter called the “**Contractor's Representative**”).

If the Employer's Representative or the Contractor's Representative changes, the relevant Party shall provide notice in writing to the other Party of such potential change forty-eight (48) hours prior to such change.

3 Communications

The Employer's Representative, or any Employer's personnel authorized in writing by the Employer's Representative, may issue instructions to the Contractor as may be necessary for the execution of the Works in accordance with the Contract. The Contractor shall comply with such instructions without delay.

While such instruction may be done orally, any oral instructions materially affecting the execution of the Works shall be confirmed in writing by the Employer's Representative within twenty-four (24) hours.

All communications between the Contractor and the Employer shall be in writing and issued to the address identified in Schedule 1 [*Contract Details*].

4 Access to Site

The Employer shall give non-exclusive access to the places where the Works are to be executed and any other places where activities associated with the Works are carried out (hereinafter called the “**Site**”) as identified in Schedule 2.2 [*Site Plan*].

5 Contract Price

The contract price shall be the amount agreed upon between the Employer and the Contractor to execute the Works on the Contract Effective Date (hereinafter called the “**Contract Price**”) and indicated in Schedule 1 [*Contract Details*].

The Contract Price may vary in accordance with the Contract, including subject to measurement and/or Variations of the Works.

6 Time for Completion

The Contractor shall complete the Works within the period stated in Schedule 1 [*Contracts Details*], which is calculated from the Contract Effective Date (hereinafter called the “**Time for Completion**”). The Contractor shall submit a programme within seven (7) calendar days of Contract Effective Date identifying the work activities and sequence to complete the scope of work within the Time for Completion.

7 Measurement and Valuation

The Works shall be measured and valued as stated in Schedule 1 [*Contract Details*].

If the Works are to be paid for on a “measure and pay” payment option, the appropriate rate for the items shall be the rate specified for such item in Schedule 4.1 [*Quantities and Rates*] and shall be applied to the relevant quantity of Works measured as completed. The quantities in Schedule 4.1 [*Quantities and Rates*] are not the actual quantities for each item of work.

If the Works are to be paid for on a “lump sum” basis, the prices and quantities as set out in Schedule 4.1.A [*Bill of Quantities*] are fixed regardless of the actual quantities of the Works, but the Contract Price may vary if the measured quantities per item included in Schedule 4.1.A [*Bill of Quantities*] have varied by twenty (20) per cent or more. Payments shall be made in accordance with the milestones included in Schedule 1 [*Contract Details*].

The Employer’s Representative may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the daywork rates in Schedule 4.1.B [*Daywork Schedule*] or as otherwise agreed in writing between the Parties.

8 Variations

The Employer’s Representative may instruct the Contractor in writing to vary the Works (hereinafter called the “**Variation**”) at any time before the taking over as in Clause 11 [*Employer’s Taking Over*].

The Contractor shall submit to the Employer’s Representative, within the time stated in the Employer’s Representative’s instruction, a proposal regarding the impact of the Variation on the execution of the Works, including on the Contract Price and the Time for Completion.

The Employer’s Representative shall review the Contractor’s proposal and confirm the terms and conditions of the Variation in writing within seven (7) days of receiving the Contractor’s proposal.

9 Payments

The Contractor shall submit a statement at timings stated in the Schedule 1 [*Contract Details*] (hereinafter called the “**Statement**”) with supporting particulars and documents, including any relevant progress reports to the Employer’s Representative in accordance with the requirements.

Within seven (7) days after the taking over as in Clause 11 [*Employer's Taking Over*], the Contractor shall submit to the Employer's Representative a Statement with supporting documents and details on the value of work completed in accordance with the Contract.

Within twenty-eight (28) days after the issue of the Final Completion Certificate as in Clause 13 [*Final Completion*], the Contractor shall submit to the Employer's Representative a Statement that is final with supporting documents and particulars showing in detail the value of all work done in accordance with the Contract and any further sums which the Contractor considers to be due under the Contract.

Within twenty-eight (28) days after receiving the Contractor's Statements and supporting documents submitted in accordance with the Contract, the Employer shall pay to the Contractor the amount which the Employer Representative fairly considers to be due to the Contractor.

The Contractor shall pay all taxes, duties and fees required to be paid by the Contractor under the Contract and as required by law, and the Contract Price shall not be adjusted. This obligation shall include valued added tax unless the Employer has obtained an exemption for such value added tax from the relevant authorities on behalf of the Contractor.

10 Extension of Time

The Contractor is entitled to an extension to the Time for Completion if the execution of the Works is delayed or disrupted by an unforeseeable and exceptional event or circumstance occurring beyond the Parties control (hereinafter called "**Force Majeure**"), by an act, omission or breach by the Employer or its agents, or by any Variation except where that Variation is caused by the Contractor's failure, act, omission or breach.

The Contractor shall notify the Employer's Representative as soon as practicable and in writing no later than seven (7) days after the Contractor becomes aware of any event or circumstance which may delay or disrupt the execution of Works in accordance with the programme and Contract.

11 Employer's Taking Over

The Contractor shall notify the Employer's Representative at least seven (7) days before the Works will be complete and ready for taking over in accordance with the Contract.

The Employer shall take over the Works when the Works have been inspected by the Employer's Representative and certified as completed (except for any minor omissions, outstanding work and defects which will not affect the safe use of the Works for the intended purpose) in accordance with the Contract.

The Employer's Representative shall certify and issue a certificate to the Contractor, stating the date of completion along with an attached list of minor omissions, outstanding work and defects for rectification (hereinafter called the "**Taking-Over Certificate**") or reject the Contractor's notice for taking over, stating the defects or deficiencies in the Works to be rectified and any unfulfilled obligations to be performed before the taking over.

12 Defects Notification Period

The period for notifying defects or damage in the Works as stated in Schedule 1 [*Contract Details*] (hereinafter called the “**Defects Notification Period**”) shall start from the date stated in the Taking-Over Certificate. The Employer’s Representative shall notify the Contractor in writing of any defects in the Works during this period.

During the Defects Notification Period, the Contractor shall rectify any defects that the Employer has notified within the stipulated period and at its own cost.

13 Final Completion

With the completion of the Contractor’s obligations under the Contract, the Employer shall issue the certificate for final completion within twenty-eight (28) days after the expiry of the Defects Notification Period and after all the defects notified to the Contractor during the Defects Notification Period have been rectified by the Contractor to comply with the Contract (hereinafter called the “**Final Completion Certificate**”).

14 Performance Security and Retention

If identified in Schedule 1 [*Contract Details*], the Contractor shall provide a performance security in the form provided in Schedule 5.1 [*Form for Performance Security*] (hereinafter called the “**Performance Security**”). The amount secured by the Performance Security shall decrease by fifty (50) per cent at taking over and become null and void at final completion, subject to any deductions that may be required to compensate the Employer for the additional costs it has incurred as a result of the Contractor’s defaults.

The Employer shall retain a percentage as defined in Schedule 1 [*Contract Details*] on each payment due to the Contractor (hereinafter called the “**Retention Money**”). Half the sums retained by the Employer shall be released to the Contractor at taking over, and the balance at final completion, subject to any deductions that may be required to compensate the Employer for the additional costs it has incurred as a result of the Contractor’s defaults.

15 Delay Damages

The Employer may charge delay damages in the amount defined in Schedule 1 [*Contract Details*] for each day of delay beyond the Time for Completion, as may be revised by extension of time as in Clause 10 [*Extension of Time*]. The total amount of delay damages shall not exceed the aggregate maximum amount of delay damages stated in Schedule 1 [*Contract Details*].

16 Insurances

The Contractor shall obtain and maintain relevant insurance to execute the Works as may be required by law, including construction all risks insurance, public liability insurance and workers’ compensation insurance as listed in Schedule 3.5 [*Insurance Requirements*].

17 Contractor's Obligations

The Contractor shall comply with applicable labour laws and make available all required facilities for workers of all genders.

In any event, the Contractor shall not engage children in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof.

The Contractor shall not discriminate, including between men and women, religious groups or any other groups, in recruiting its workers or for wage purposes.

The Contractor shall take measures, including any other requirements (if any) set out in the Specification, to prevent sexual harassment, exploitation and abuse by or towards its workers, which includes any sexual activities with any person less than eighteen (18) years of age, regardless of any laws relating to consent unless such sexual activity is consensual between two (2) persons who are married and such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel.

The Contractor shall not bring onto or store on the Site, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs on the Site, or permit or suffer any such importation, sale, gift, barter or disposal thereto by Contractor's personnel.

Unless otherwise instructed or permitted by the Employer in writing, the Contractor shall not bring onto or store on the Site, give, barter or otherwise dispose of, to any person or persons, any arms, ammunition or explosives of any kind or allow the Contractor's personnel to do so.

The Contractor warrants and represents that it is not engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

If at any time during the carrying out of the Works, an unexploded ordnance or land mine is discovered at the Site, the Contractor shall immediately stop all Work at the Site, notify the Employer's Representative, and take all necessary steps to ensure the safety of all persons and property and secure the Site. The Contractor shall immediately resume Work at the Site when instructed by the Employer or Employer's Representative.

The Contractor warrants that it has not engaged or attempted to engage, in any way whatsoever, in any proscribed practices in connection with the selection process or the execution of this Contract or any other activities of the Employer or any other entity of the United Nations, involving, in any way whatsoever, any Employer's personnel or Employer's Representative, officials, or other agent of the Employer or any other entity of the United Nations. Proscribed practices include corrupt, fraudulent, coercive, unethical practices and obstruction.

Any breach of this Clause shall entitle the Employer to terminate the Contract immediately upon the provision of a written notice to the Contractor without any liability to the Employer for termination charges or any other liability of any kind.

18 Health, Safety, Social and Environment

The Contractor shall, throughout the execution of the Works until the issue of the Final Completion Certificate, comply with all applicable health and safety regulations of the relevant authorities and the health and safety policies, guidelines, procedures and requirements specified in Schedule 3.2 [*Specifications*].

The Employer's Representative shall have the right to suspend immediately, or with notice, all or part of the Works for as long as the Contractor remains in breach of its health and safety obligations. In case of imminent danger, any of the Employer's personnel may suspend the Works immediately. In this case, the Employer's Representative shall be informed as soon as possible to confirm the suspension in writing.

The Contractor shall provide fencing, lighting, guarding and watching of the Works until the issue of the Taking-Over Certificate and when any outstanding works and/or remedying defects are ongoing.

The Contractor shall take all necessary measures to protect the environment (both on and off the Site) and the general public in and around the Site to the extent affected by the Contractor's activities and consistently adhere to the social and environmental requirements for the Works as identified in Schedule 3 [*Requirements of Employer*].

19 Suspension and Termination

The Employer's Representative may, at any time, instruct the Contractor through a notice to suspend progress of part or all of the Works and, in its sole and absolute discretion, notify the Contractor of the cause for the suspension and the date it comes into effect. In the event of a prolonged suspension, the Contractor may request for omission or termination.

Either Party may terminate this Contract with a fourteen (14) day written notice to the other Party, except in the case of a material breach of this Contract by the Contractor, as in Clause 17 [*Contractor's Obligations*].

Upon termination of the Contract, the Contractor shall cease the execution of the Works and shall proceed to demobilization and handing over of the Works and related information, documents and materials to the Employer for which it has received payment.

Within seven (7) days of the Contract termination, the Contractor shall submit its final Statement to the Employer's Representative for review and payment in accordance with Clause 9 [*Payments*].

20 Claims

If the Contractor has a request or assertion for an entitlement or relief under the Contract or otherwise in connection with the execution of the Works, it shall notify the Employer's Representative in writing within seven (7) days of the circumstances giving rise to its claim, providing an explanation for the claim.

The Employer's Representative shall have seven (7) days to review and respond to the claim in writing, providing an explanation for its decision.

21 Dispute Resolution

In case of a dispute or disagreements relating to the claims or Contract, either Party shall notify the other Party in writing, providing an explanation for the dispute.

The Parties shall attempt to resolve their dispute amicably through negotiations.

If the Parties are unable to resolve their dispute amicably, either Party may refer the dispute to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

The language of the arbitration shall be English.

The place or seat of arbitration shall be determined at the time of the dispute among the Parties, or ultimately, by the Arbitrator(s).

The decision of the Arbitrator(s) shall be based on the general principles of international commercial law, as codified in the International Institute for the Unification of Private Law (UNIDROIT) Principles on International Commercial Contracts in effect at the time of the signature of the Contract.

The Arbitrator(s) shall have no authority to award punitive damages.

The Parties shall be bound by the arbitration award as the final adjudication of any such dispute, claim or controversy.

The arbitration and any information or documents relating to the arbitration shall remain confidential.

22 Audit and Investigations

The Contractor acknowledges and agrees that the execution of this Contract may be subject to an audit by UNOPS internal or external auditor or investigations by Employer's investigators during a period of two (2) years following the end of the Contract or its prior termination. The Contractor, its personnel and agents shall fully cooperate with the auditors and investigators.

The Contractor acknowledges and agrees that the Employer shall be entitled to a refund for any payments found by the auditors to have been made to the Contractor other than in accordance with the Contract.

23 Privileges and Immunities

Nothing in this Contract shall be deemed as a waiver of the privileges and immunities of the United Nations and the Employer, which are hereby expressly reserved.

24 Confidentiality

The Parties shall keep confidential and shall not, without the prior written consent of the other Party, disclose to any third party the terms and conditions of the Contract or any documents or other information furnished directly or indirectly by either Party in connection with the Contract or the Works, irrespective of when such information has been furnished.

25 Name and Emblem of the United Nations

The Contractor shall not use the name and emblem of the United Nations and of the Employer, in particular for publicity or commercial purposes, without the prior written agreement of the Employer.

26 Taxes and Duties

Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including the Employer as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental Authority refuses to recognize the exemptions of the Employer from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with the Employer to determine a mutually acceptable procedure.