

# INTERNATIONAL CONSTRUCTION CONTRACT MODEL



The International Construction Contract governs the relations between a company (Contractor) and its client, located in different countries, for the undertaking of a works project, generally house or office building, although it may also be used for other civil works, for example, mechanical or electrical constructions. The contract stipulates a clear and practical tender offer and acceptance procedure between the Contractor and the Client. This **Model Contract** includes the most common clauses used for these types of contract tailored to construction in the international area: General clauses, offer and acceptance, project, contract price and terms of payment, termination period, breach, insurance etc.

## INTERNATIONAL CONSTRUCTION CONTRACT

**DATE:** .....

**BETWEEN:**

..... [*company legal name*] whose registered office is at .....  
[*address, city and country*] and registration/tax number is ....., represented by  
..... [*name and surname, position*] (hereinafter referred to as  
"the Employer"),

**AND:**

..... [*company legal name*] whose registered office is at .....  
[*address, city and country*] and registration/tax number is ....., represented by  
..... [ *name and surname position*] (hereinafter referred to as  
"the Contractor"),

**IT IS AGREED AS FOLLOWS:**

**1. GENERAL PROVISIONS**

**1.1 Definitions**

In the Contract as defined below, the following words and expressions shall have the meaning assigned to them, except where the context requires otherwise:

**"Contract"** means the Agreement and the other documents listed in the Annex.

**"Specification"** means the document as listed in the Annex, including Employer's requirements in respect of design to be carried out by the Contractor, if any, and any Variation to such document.

**"Drawings"** means the Employer's drawings of the Works as listed in the Annex, and any variation on of such drawings.

**"Employer"** means the person named in the Contract and the legal successors in title to said person, but not (except with the consent of the Employer) any assignee.

**"Contractor"** means the person named in the Contract and the legal successors in title to said person but not any (except with the consent of the Employer) any assignee.

**"Party"** means either the Employer or the Contractor

**"Commencement Day"** means the date ..... [*insert number of days, usually 14*] days following the date the Contract comes into effect or any other date agreed between the Parties.

**"Day"** means a calendar day.

**"Time for Completion"** means the time for completing the Works as stated in the Annex (or as extended under Sub-Clause 8.3, calculated from the Commencement Date).

**"Cost"** means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges, but does not include profit

**"Contractor's Equipment"** means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant Machinery.

**"Country"** means the country in which the site is located.

**"Employers Liabilities"** means those matters listed in Sub-Clause 7.1.

**"Force Majeure"** means an exceptional event or circumstances which is beyond a Party's control and which such Party could not reasonably have envisaged prior to the execution of the Contract.

**"Materials"** are items of all kinds (other than Plant Machinery) intended to form or forming part of the permanent work.

**"Plant"** means the machinery and apparatus intended to form or forming part of the permanent work.

**"Site"** means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as becoming part of the Site.

**"Variation"** means a change to the Specification and/or Drawings (if any) which is instructed by the Employer under Sub-Clause 11.1

"Works" means all work and design (if any) to be performed by the Contractor including temporary work and any Variation.

**1.2 Communications**

Whenever provision is made for the giving or issue of any notice, instruction, or other notification by any person, unless otherwise specified such communication shall be written in the language stated in Clause 17 and shall not be unreasonably withheld or delayed.

**1.3 Statutory Obligations**

The Contractor shall comply with the laws of the country where activities are performed. The contractor shall give all notices and pay all fees and other charges in respect of the Works.

**2. TENDER OFFER AND ACCEPTANCE**

**2.1 Description of the Works**

The Employer desires the execution of certain Works described as follows:

.....  
.....

**2.2 Tender Offer**

The Contractor offers to execute the Works in conformity with the Contract for the Sum of:  
..... [in words] (.....) [in figures]  
or such other sum as may be ascertained under the Contract.

**2.3 Acceptance**

The Employer has by signing of this Contract, accepted the Contractor's offer and agrees that in consideration of the execution of the Works by the Contractor, The Employer shall pay the amounts to the Contractor pursuant to the Contract.

**3. THE EMPLOYER**

**3.1 Provision of Site**

The Employer shall provide the Site and right to access thereto at the times states in the Annex.

**3.2 Permit and Licenses**

The Employer shall, if requested by the Contractor, shall render assistance to the latter when applying for permits, licences or approvals which are required for the Works.

### **3.3 Employer's Instructions**

The Contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.

## **4. EMPLOYER'S REPRESENTATIVE**

### **4.1 Authorised Person**

One of the Employer's personnel shall have authority to act for him. This authorized person shall be as stated in the Annex, or as otherwise notified by the Employer to the Contractor.

### **4.2 Employer's Representative**

The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the Annex, or notified by the Employer to the Contractor from time to time. The Employer shall notify the Contractor of the delegated duties and authority of this Employer's representative.

## **5. THE CONTRACTOR**

### **5.1 General Obligations**

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide as supervision, labour, Materials, Plant and Contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be property of the Employer.

### **5.2 Contractor's Representative**

The Contractor shall submit to the Employer for consent the name and particulars of the person authorised to receive instructions on behalf of the Contractor.

### **5.3 Subcontracting**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

### **5.4 Performance Security**

As stated in the Annex, shall deliver to the Employer within 14 days of the Commencement Date a performance security for the amount and in a form specified in the Annex.

## 6. DESIGN BY CONTRACTOR

### 6.1 Contractor's Design

The Contractor shall carry put design the extent specified as referred to in the Annex. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt by the Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject t it stating the reasons. The Contractor shall not construct any element of the permanent work designed by him 14 says the design has been submitted to the Employer or where the design to that element has been rejected. Design that has been rejected shall promptly amend and resubmitted. The Contractor shall resubmit all designs commented in taking these comments into account as necessary.

### 6.2 Responsibility for Design

The Contractor shall remain responsible for his tendered design and the design under this Clause, both of which be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Employer shall be responsible for the Specification and Drawings.

## 7. EMPLOYER'S LIABILITIES

### 7.1 Employer's Liabilities

In this Contract Employer's liabilities mean:

- (a) War, hostilities (whether war declared or no not), invasion, act of foreign enemies within the country.
  - (b) Rebellion, terrorism, insurrection, military or usurped power, or civil war, within the country.
  - (c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees, affecting the Site and/or Works.
- .....

**This is a sample of 5 pages out of 15 of the International Construction Contract.**

**To get more information about this contract click here:**



**[INTERNATIONAL CONSTRUCTION CONTRACT](#)**

# USER GUIDE

Contracts drafted by the legal experts of Global Negotiator cover all relevant aspects that are negotiated and agreed in the different types of business between companies. However, when these contracts are used you should take into account some recommendations common to all of them that are described in this User Guide.

## DATE

The date when the contract comes into force is the one that appears in its header, as mentioned in the final paragraphs of the contract, before signatures (This Contract comes into force on the date written above).

In some contracts -for example in the Supply Contract- the date of coming into force is also mentioned in one of the clauses. In these cases, you have to verify that the two dates inserted in the contract (in the heading and in the corresponding clause) are the same, in order to avoid discrepancies.

## PARTIES

Be sure to insert in the first page of the contract the full details of the Parties:

- When a Party is a company you must insert the following information: legal name, legal form (limited, incorporated, etc.), full address, registration data and fiscal identification number.
- When a Party is an individual that works as independent professional (for example a commercial agent) you must insert the following information: full name, profession, full address and fiscal identification number.

## CLAUSES

### **Clauses with different alternatives: choose the most favorable**

In the most important clauses of each contract (exclusivity, payment terms, applicable law and competent jurisdiction, etc.) several drafting alternatives are proposed so you can choose the most appropriate to each situation. Therefore, the user before submitting the contract to the other Party must choose the alternatives that seem best suited to their interests, and eliminate the rest.

### **Clauses with blank spaces to be completed**

In several clauses of the contract blank spaces appear with dots (.....) that the user has to complete inserting text. Following the dots, between brackets, you will see the data and explanations to insert the text.

- When the text between brackets is in normal letters (the same as the contract) and separated by "," or the word "o", the user must insert one of the options suggested.

Example of blank space (.....) with options to select between brackets:

Orders handled before completion of the present Contract which produces sales transactions within ..... [1, 2, 3, 6] months shall entitle the Agent to receive the corresponding commission. In this case, the user must choose between options 1, 2, 3 or 6 months and insert one in the blank space (.....).

- When the text between brackets is in italics the user has to insert the data and information requested and eliminate the bracketed text.

Example of blank space - (.....) to insert text:

Both parties, by mutual consent, resolve to refer any dispute to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be ..... [*city and country*]. In this case, the user must insert in the blank space (.....) the city and country chosen to conduct the arbitration and afterward eliminate the bracketed text [*city and country*].

### **Notices Clause**

Sometimes it may happen that the official address of the Parties which appear at the beginning of the contract is different from which is to be used for communications between the Parties during the terms of the contract. In this case, the user should include at the end of the contract a Notices Clause.

Example of Notices Clause:

Notices. - In order to comply with their contractual obligations, the Parties establish the following address for the provision of notices related to this contract:

- Party 1 ..... [*insert full address*].
- Party 2 ..... [*insert full address*].

## **ANNEXES**

The contracts incorporate some Annexes, each of them, referenced to the corresponding Clause. Annexes are drafted in commonly used formats, although the user must adapt these formats and the text inserted in them to each particular situation.

## **SIGNATURES**

### **People who sign**

Persons signing the contract on behalf of the company must have the authority to do so and preferably, be entitled on the basis of a power of attorney. Below the signature, in addition to the full name of the person that signs his/her position must be inserted. When one of the Parties who signs is a natural person (for example a commercial agent in an Agency Contract) obviously he or she is the person that has to sign the contract.

The laws of some countries require that contracts, to be valid, shall be signed in front of witnesses or a public notary. Therefore, before signing a contract you should be informed about the requirements that may exist in each country.

### **Place and date of signature**

Usually, contracts are signed by both Parties on the same date and place. Nevertheless, in international contracts, due to physical distance, it is common that each of the Parties sign in different dates and places. This contract provides for both alternatives so it comes to choosing the most appropriate to each situation.

### **Number of copies**

Usually, the Parties sign two copies of the contract, each Party retaining one of them, but can also arise the need to sign more copies. In this case, all you have to do is mention explicitly the number of copies to be signed in the paragraph that is included at the end of the contract (Both Parties declare their conformity to the present contract, which is signed in ..... copies, each of which shall be considered an original).

### **GENERAL RECOMMENDATIONS**

The Parties must sign all pages of the contract, including Annexes, so they are also valid. It is better to use ball point or pen (not pencil) in a color other than black (e.g.: blue); this makes it easier to distinguish an original document from a photocopy.

It is preferable (although no mandatory) to express sums of money and percentages in words and figures. Of course, the words and figures for a given amount must match exactly. You also must insert the currency in which the amounts are expressed. It is advisable to use the rules establish by ISO that name each currency by three capital letters (EUR for euro, USD for dollar, GBP for sterling pound, JPY for Japanese yen, etc. - you can get the acronyms of every currency in the website [www.oanda.com](http://www.oanda.com)).

Once you have chosen the best alternatives of each clause and have completed the blank spaces you should revise the whole contract to remove remaining paragraphs and correct any errors.



# INTERNATIONAL CONTRACTS TEMPLATES



## INTERNATIONAL CONTRACTS IN ENGLISH

- International Sale Contract
- International Distribution Contract
- International Commercial Agency Contract
- International Sales Representative Agreement
- Intermediary Contract for Trade Operations
- International Joint Venture Contract
- International Strategic Alliance Agreement
- International Franchise Contract
- International Services Contract
- International Consulting Contract
- International Technology Transfer Agreement
- International Trademark License Agreement
- International Supply Contract
- International Manufacturing Contract
- International Buying Agent Contract
- Logistics Services Contract
- Export Contract
- Confidentiality Agreement
- Expatriate Contract of Employment
- Memorandum Understanding International distribution
- Memorandum of Understanding for Joint Venture
- **Pack 10 Contracts in English**
- **Pack All Contracts in English**



## INTERNATIONAL CONTRACTS IN SPANISH

- Contrato de Compraventa Internacional
- Contrato de Distribución Internacional
- Contrato de Agencia Comercial Internacional
- Contrato de Representación Comercial Internacional
- Contrato de Intermediación Comercial Internacional
- Contrato de Joint Venture Internacional
- Contrato de Alianza Estratégica Internacional
- Contrato de Franquicia Internacional
- Contrato Internacional de Servicios
- Contrato Internacional de Consultoría
- Contrato Internacional de Transferencia de Tecnología
- Contrato Internacional de Licencia de Marca
- Contrato Internacional de Suministro
- Contrato Internacional de Fabricación
- Contrato de Agente de Compras Internacional
- Contrato de Servicios Logísticos
- Contrato de Exportación
- Contrato de Confidencialidad
- Contrato de Trabajo para Expatriado
- Memorándum Entendimiento Distribución Internacional
- Memorándum de Entendimiento para Joint Venture
- **Pack 10 Contratos en Español**
- **Pack Todos los Contratos en Español**



## INTERNATIONAL CONTRACTS IN FRENCH

- Contrat de Vente Internationale
- Contrat de Distribution Internationale
- Contrat d'Agent Commercial International
- Contrat de Représentation Commerciale Internationale
- Contrat de Joint Venture Internationale
- Contrat de Franchise Internationale
- Contrat International de Services
- Contrat International d'Approvisionnement
- Contrat International de Fabrication
- Contrat de Confidentialité
- Protocole d'Accord pour Distribution Internationale
- Protocole d'Accord pour Joint Venture Internationale
- **Pack Tous les Contrats en Français**



## INTERNATIONAL CONTRACTS IN GERMAN

- Internationaler Kaufvertrag
- Internationaler Vertriebsvertrag
- Internationaler Handelsvertretervertrag
- Internationaler Vertretungsvertrag
- Internationaler Joint Venture Vertrag
- Internationaler Franchisevertrag
- Internationaler Dienstleistungsvertrag
- Internationaler Liefervertrag
- Internationaler Herstellungsvertrag
- Geheimhaltungsvereinbarung
- Absichserklärung Internationalen Vertriebsvertrag
- Absichserklärung Joint Venture
- **Pack Alle Verträge in Deutscher**

