

BSU/VC/PERS/322

30th November, 2022

The Managing Director,
Bimalp West Africa Limited,
No. 26 Iyorchia Ayu Rd, Wurukum,
P. O. Box 1949.
Makurdi.

Dear Sir:

LETTER OF CONTRACT AWARD

Project Title: **CONSULTANCY SERVICES FOR INSTALLATION OF MACHINERY AT
CEFTER FACTORIES**

I write to inform you that the Vice-Chancellor of Benue State University, Makurdi has approved the award of contract to your company for Consultancy Services for Installation of Machinery at CEFTER Factories to the tune of Eighteen Million Six Hundred- and Fifty-Thousand-naira (N18,650, 000.00) *only* for four (4) weeks.

2). The award is, however, subject to the following conditions: -

- a) *that you agree to the appropriate tax deductions being made on the value of the contract as per existing regulations in the University relating to the subject;*
- b) *you will be entitled to a mobilization fee after due submission of an acceptable Advance Payment Guarantee.*

3). This letter is copied to the Registrar; Coordinator of Procurement Unit; the Bursar and the Legal Officer for information and necessary action.

4). If the conditions stipulated above are acceptable to you, please signify your acceptance in writing within three (3) days from the date of this letter. You shall then be required to receive further instructions from the Coordinator, Procurement Unit.

Accept my congratulations.

Yours faithfully,



Professor Tor Joe Iorapuu
Vice-Chancellor.



BIMALP WEST AFRICA LIMITED

ENGINEERING CONSULTANTS

Makurdi Office:

#26 Iyorchia Ayu Road, Wurtukum,
P.O. Box 1949, Makurdi,
Benue, State Nigeria.
Email: billanaka@yahoo.com
☎ 08035899658

Abuja Office:

291 Mammy 2, Lungi Barracks
Maitama, Abuja
Email: bimalp@yahoo.com
☎ 07030963906



6th December, 2022.

The Vice-Chancellor
BSU Makurdi.

Through

The Co-ordinator Procurement Unit
BSU, Makurdi.

Dear Sir,

LETTER OF ACCEPTANCE OF CONTRACT AWARD

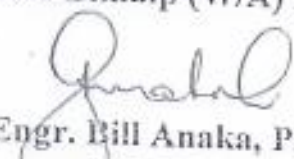
On behalf of BIMALP WEST AFRICA LIMITED, I wish to accept your award of Contract for consulting services for Installation of Machineries for CEFTER Factories at Makurdi-Benue State to our Company BIMALP WEST AFRICA LIMITED, at the Contract Price of ₦18,650,000.00 (Eighteen Million, Six Hundred and Fifty Thousand Naira) only.

We wish to assure you that we will proceed with the execution of the work on this project to deliver same on good time.

We sincerely appreciate this good gesture extended to our company and pray God to enable us to live to expectation.

Thanks and God bless.

Yours faithfully,
For: Bimalp (W/A) Ltd.


Engr. Bill Anaka, Ph.D.
MD/CEO



BIMALP WEST AFRICA LIMITED

ENGINEERING CONSULTANTS

Makurdi Office:

#26 Iyorchia Ayu Road, Wurukum,
P.O. Box 1949, Makurdi,
Benue, State Nigeria.
Email: billanaka@yahoo.com
☎ 08035899658

Abuja Office:

291 Mammy 2, Lungi Barracks
Maitama, Abuja
Email: bimalp@yahoo.com
☎ 07030963906

12th April, 2023.

The Director/Centre Leader
CEFTER
Benue State University, Makurdi
Benue State.

Dear Sir,

**RE: TECHNICAL CONSULTANCY SERVICES FOR INSTALLATION OF
MACHINES FOR CEFTER FACTORIES**

Subject: Request for Working Drawings and other items

I write on behalf of Bimalp West Africa Limited to request for the following items of the above project:

- i) Design and Drawings (Electrical and structural) of the infrastructure to house these Machines and Equipment.
- ii) List all the machines and Equipment (with their rated capacities) being procured for installation at the complex.
- iii) Any other useful information that might help in the execution of installation of these Machines and Equipment for the CEFTER.

Thanks and God bless.

Regards.

Yours sincerely

For: Bimalp W/A Ltd,

Engr. Dr. Bill Anaka

MD/CEO

COP/CP
Pls respond as
appropriate.

14/04/23



BIMALP WEST AFRICA LIMITED

ENGINEERING CONSULTANTS

Makurdi Office:

#26 Iyorchia Ayu Road, Wurukum,
P.O. Box 1949, Makurdi,
Benue, State Nigeria.
Email: bilanaka@yahoo.com
08035899658

Abuja Office:

291 Mammy 2, Lungi Barracks
Maitama, Abuja
Email: bimalp@yahoo.com
07030963906

File

1st November, 2022.

The Director/Centre Leader
Centre for Food Technology Research
Benue State University, Makurdi
Benue State.

Dear Sir,

SUBMISSION OF FINANCIAL BID FOR CEFTER FOOD TECHNOLOGY AND INNOVATION COMPLEX (CEFTIC)

We, the undersigned, offer to execute in conformity with the conditions of the contract and associated contract Documents, the following services and related services, viz:

To carry out these services:

- i)- Ensure delivery of the Equipment and Machines including accessories to the client in good workable conditions.
- ii) Design, supervise and ensure that erection and installation of these machines are to specification.
- iii) To supervise and ensure that the dry test running as well as wet commissioning is carried out to turn out the desired products.

The total price of our Tender submission is: **₦18,650,000.00 (Eighteen Million Six Hundred and Fifty Thousand Naira)** only.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Sign:

For: Bimalp West Africa Ltd

Engr. Bill Anaka, Ph.D.

MD/CEO and Team Leader

5B. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the short listed Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

[Forms 5B1 to 5B5 are to be used for the preparation of the Financial Proposal according to the instructions provided under Clause 19 of the Instructions to Consultants. Such Forms are to be used whichever is the selection method indicated in Clause 1.1 of the Special Instructions to Consultants]

- 5B1 Financial Proposal Submission Form
- 5B2 Summary of Costs
- 5B3 Breakdown of Staff Remuneration
- 5B4 Breakdown of other expenses
- 5B5 Breakdown of Taxes

Form SB1 Financial Proposal Submission Form

BIMALP West Africa Limited,
Makurdi, Benue State.
31st October, 2022

To: The Director,
Centre for Food Technology Research (CEFTER),
Benue State University, Makurdi.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Food Technology & Innovation Complex (CEFTIC), in accordance with your Request for Proposal dated 29th day of October, 2022 and our Technical Proposal. Our attached Financial Proposal is for a total sum of ₦ 18,650,000.00 million naira comprising professional fee (15million naira), VAT (₦ 1,125,000), withholding tax (₦ 1,500,000.00), stamp duty (₦ 150,000.00), reimbursable (transportation, accommodation, sustenance, office and reports production @ ₦ 875,000,.00) only. This amount of Fifteen Million Naira (₦15,000,000.00) is exclusive of Nigerian taxes, which we have estimated at One Million Six Hundred and fifty thousand Naira (₦.1,650,000.00) only.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 25 of the Special Instructions to Consultants.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed as follows:

Name and Address of Agents	Amount	Purpose of commission or gratuity
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We also declare that the Government of Nigeria has not declared us, or any sub-Consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document (ITC Clause 3).

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorised to sign the proposal on behalf of the Applicant.

Date:

Form SB2 Summary of Costs

Cost Component	Costs
Staff Remuneration (1)	Fifteen Million Naira only (₦ 15,000,000.00)
Reimbursable Expenses (1)	Eight hundred and seventy five thousand Naira only (₦ 875,000.00)
Sub-Total(I)	Fifteen Million Eight Hundred and Seventy Five Thousand Naira only. (₦ 15,875,000.00)
Local Taxes	Income Tax : One Million Five Hundred Thousand Naira only (₦ 1,500,000.00) Stamp Duty : One Hundred and Fifty Thousand Naira only (₦ 150,000.00) VAT : One Million One Hundred and Twenty Five Thousand Naira only (₦ 1,125,000.00)
Sub-Total II	Two Million Seven Hudred and Seventy Five Thousand Naira Only (₦ 2, 775, 000.00)
Grand Total	Eighteen Million Six Hundred and Fifty Thousand Naira only (₦ 18,650,000.00)

1# Staff Remuneration, Reimbursable Expenses and Taxes must coincide with relevant Total Costs indicated in Forms 5B3, 5B4 and 5B5.

Form SB3 Breakdown of Staff Remuneration

S/No.	Name of Staff1	Position2	Staff-month Rate(₹)	Input3 (Staff-months)	Indicate Sub Cost for each staff 4 (₹)
1.	Engr. Bill Anaka	Team Leader	1,500,000.00	3.0	4,500,000.00
2.	Prof. Charles Ariahu	Partner	1,000,000.00	3.0	3,000,000.00
3.	Naney Terhenba	Resident Engineer	800,000.00	2.5	2,000,000.00
4.	Mr. Kajo Okuma	Environmentalist	750,000.00	1.5	1,125,000.00
5.	Engr. Luper A	Mech. Engineer	750,000.00	1.5	1,000,000.00
6.	Mathew & Terhenba	Mech Fitter (2nos)	500,000.00	1.0	1,000,000.00
7.	Rex & Vincent	Electricians (2nos)	500,000.00	1.0	1,250,000.00
8.	3 Nos.	Field Support Staff	417,000.00	1.0	1,250,000.00
9.	3 Nos.	Office Staff	417,000.00	1.0	
Total Costs					₹ 15,000,000.00

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 2 Positions must coincide with the ones indicated in Form 5A7.
- 3 Indicate the total expected input of staff and staff-month rate required for carrying out the activity indicated in the Form.
- 4 For each staff indicate the remuneration. Remuneration = Staff-month Rate x Input.

5C. Contract Agreement

This CONTRACT (hereinafter called the "Contract") is made the 1st day of the month of November, 2022, between, on the one hand, Director/ Center Leader, CEFTER, (hereinafter called the "Client") and, on the other hand, BIMALP West Africa Limited, Makurdi (hereinafter called the "Consultant").

[Note: If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [insert name of Consultant] and [insert name(s) of other Consultant(s)] (hereinafter called the "Consultant").]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and
- (c) the Client has received a credit/ loan/ grant from [insert name of development partner] towards the cost of the services under this Contract, it being understood (i) that payments by the development partner will be made only at the request of the Client and upon approval by the development partner, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement between the development partner and the Client. [delete this Clause if not applicable].

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:
 - (a) The Form of Contract;
 - (b) The Special Conditions of Contract (SCC);
 - (c) The General Conditions of Contract (GCC),
 - (d) The Appendices (1 to 7).

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted next to the title of the Appendix]

- | | |
|-------------|--|
| Appendix 1: | Description of the Services |
| Appendix 2: | Reporting Requirements |
| Appendix 3: | Personnel and Sub Consultants |
| Appendix 5: | Services and facilities provided by the client |
| Appendix 6: | Breakdown of contract price |
| Appendix 7: | Form of Bank Guarantee for Advance Payment |

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services (1. Ensure delivery of equipment, machines and accessories are in good conditions; 2. Design, Supervise and ensure proper erection and installation of the equipment and machines in accordance with


- specifications; 3. Supervise dry test running and wet commissioning of the installed equipment and machines in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract (i.e. 50% down payment, 40% interim and 10% on completion and commissioning).

IN WITNESS whereof, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Client]*

Director/ Center Leader, (CEFTER, BSU Makurdi)
[Authorized Representative]


For and on behalf of *[name of Consultant]*

Bimalp West Africa Limited, Makurdi
[Authorized Representative]  01/11/2022.

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner.]

For and on behalf of each of the Members of the Consultant

[name of member]

Prof. Charles C. Ariahu
[Authorized Representative]  01/11/2022

[name of member]

[Authorized Representative]



BENUE STATE UNIVERSITY, MAKURDI
(Procurement Unit)
Internal Memo

From: Coordinator

To: The Vice-Chancellor

Ref.

Date: December 08, 2022

Subject: Forwarding of Signed Consultancy services Agreement for CEFTER Foods Processing Factories and Laboratory Design.

I write to forward to you the signed agreement for Consultancy services for CEFTER Foods Processing Factories and Laboratory Design for the University with BILMAP WEST AFRICA LIMITED.

The agreement is forwarded for your information.

Thank you.


Adzer James CNA



BENUE STATE UNIVERSITY MAKURDI

Articles of Agreement

&

STANDARD FORM OF CONSULTANCY

*Consulting Services for Installation of Machineries for CEFTER,
Factories.*

Contract No.....

Contractor: Bilmap west Africa Limited.

Date: December 2022

THIS AGREEMENT is made this ~~6th~~ day of ~~December~~, 2022

BETWEEN:

BENUE STATE UNIVERSITY of KM. 2 Gboko Road, Makurdi (hereinafter referred to as "The Client") which term shall include its successors and assigns on the one part.

AND

Bimalp west Africa Limited, of No. 26 Iorchia Ayu Road, Wurukum. P.O. Box 1949, Makurdi. Benue State. (Hereinafter referred to as "The Consultant") which term shall include its successors and assigns on the other part.

WHEREAS:

1. The Consultant is a Supply/Service provider located at No. 26 Iorchia Ayu Road, Wurukum. P.O. Box 1949, Makurdi. Benue State.
2. The Client is desirous of engaging the Consultant for Consultancy Services for Installation of Machineries at CEFTER Factories.
3. The Consultant has undertaken to carry out the Service in (2) above for the Client using its expertise experience in the business of Construction.

IN WITNESS WHERE OF, the parties hereto have hereunder set their hands and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED by the within-named client represented by:


.....
Dr. Mrs. Mfaga Modom,
Registrar,
Benue State University,
Makurdi.



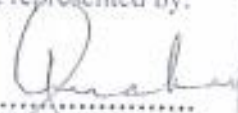
In the presence of James Adjuwa CWA.

Witness Signature [Handwritten Signature]

Address: Benue State University Makurdi, Benue State

Occupation Administration.

SIGNED, SEALED AND DELIVERED by within-named Consultant represented by:


.....
Engr. Bill Anakaa
Project Manager



For and on behalf of the Consultant Bimalp west Africa Limited (For and on behalf of other consulting firms) of No. 26 Iorchia ayu Road, Wurukum, P.O. Box 1949, Makurdi, Benue State.

In the presence of PROF. CHARLES ARIAHU

Witness Signature [Handwritten Signature]

Address NO. 26 IORCHIA AYU ROAD, WURUKUM, MAKURDI

Occupation: ENGINEERING CONSULTANT

Section 3. General Conditions of Contract

A. General

1. Definitions
- 1.1 The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) The "**Client**" is the party named in the SCC who engages the Consultant to perform the Services.
 - (b) "**Completion**" means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
 - (c) The "**Completion Date**" is the date of actual completion of the fulfilment of the Services.
 - (d) The "**Consultant**" is the organisation whose proposal to perform the Services has been accepted by the Client and is named as such in the SCC and the Contract Agreement.
 - (e) "**Contract Agreement**" means the Agreement entered into between the Client and the Consultant together with the Contract Documents.
 - (f) "**Contract Documents**" means the documents listed in the Agreement, including any amendments thereto, that is these General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.
 - (g) "**Day**" means calendar day.
 - (h) "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to GCC Clause 18.
 - (i) "**GCC**" mean the General Conditions of Contract.
 - (j) "**Government**" means the Federal Government of Nigeria.
 - (k) The "**Intended Completion Date**" is the date on which it is intended that the Consultant shall complete the Services as specified in the SCC.
 - (l) "**Member**" means any of the entities that make up a joint venture when the Consultant consists of a joint venture; and "**Members**" means all these entities.
 - (m) "**Month**" means calendar month
 - (n) "**Party**" means the Client or the Consultant, as the case may be, and "**Parties**" means both of them. Third party means any party other than Client as Consultant.
 - (o) "**Personnel**" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part of; and "**Key Personnel**" means the Personnel referred to in GCC Sub Clause 24.1.
 - (p) "**other expenses**" means all assignment-related costs other than Consultant's remuneration.
 - (q) "**Remuneration**" means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.
 - (r) "**SCC**" means the Special Conditions of Contract by which the GCC

may be amended or supplemented.

- (s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendices 1 to 7 of the Contract Agreement.
- (t) "Sub-Consultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (u) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (v) "Writing" means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt, Fraudulent, Collusive or Coercive Practices

3.1 The Government requires that Clients, as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.

3.2 In pursuance of this requirement, the Client shall:

- (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and
- (b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds;

if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public funds.

3.3 Should any corrupt or fraudulent practice of any kind referred to in GCC Sub-Clause 3.4 come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions as stated in GCC Sub-Clause 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons therefore, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing.

3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:

- (a) "corrupt practice" means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;

(b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Client.

(c) "Collusive practice" means a scheme or arrangement among two and more Consultants with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and

(d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

3.5 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Interpretation

4.1 In interpreting the General Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings in the General Conditions of Contract shall not be deemed part of or be taken into consideration in the interpretation or construction of the Contract. Words have their normal meaning under the English language unless specifically defined.

4.2 Entire Agreement

(a) The Contract constitutes the entire agreement between the Client and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement.

4.3 Amendment

(a) No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Non-waiver

(a) Subject to GCC Sub-Clause 4.4(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

(a) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any

other provisions and conditions of the Contract.

- 4.6 Phased completion
- (a) If phased completion is specified in the SCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).
5. Documents Forming the Contract and Priority of Documents
- 5.1 The following documents forming the contract shall be interpreted in the following order of priority:
- (a) The Contract Agreement;
- (b) The Special Conditions of Contract (SCC);
- (c) The General Conditions of Contract (GCC);
- (d) The Appendices (1 to 7).
6. Eligibility
- 6.1 The Consultant and its Sub-Consultants shall have the nationality of a country, other than those specified in the SCC.
- 6.2 [All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except those specified in the SCC.]
7. Governing Language
- 7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 7.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
8. Applicable Law
- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Federal Republic of Nigeria.
9. Contractual Ethics
- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, shall have been given or received in connection with the selection process or in the contract execution.
10. Joint Venture, Consortium or Association (JVCA)
- 10.1 If the Consultant is a joint venture, consortium, or association, (this does not include sub consultancy) all of the parties shall sign the Contract Agreement and be jointly and severally liable to the Client for the fulfilment of the provisions of the Contract and shall designate one party to act as a Member-in-Charge with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.
11. Communication
- 11.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the

- ns and Notices Contract shall be in writing to the address specified in the SCC.
- 11.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 11.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
12. Assignment 12.1 Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract.
13. Relation between the Parties 13.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
14. Site 14.1 The Services shall be performed at such locations as are specified in Appendix 1, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.
15. Authority of Member in Charge 15.1 In case the Consultant consists of a JV of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
16. Authorized Representatives 16.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
17. Taxes and Duties 17.1 The Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Governing Law, the amount of which is deemed to have been included in the Contract Price.

B. Commencement, Completion and Modification of Contract

18. Effectiveness of Contract 18.1 The Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
19. Termination of Contract for Failure to Become Effective 19.1 If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
20. Commencement of Services 20.1 The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.

- | | | |
|---------------------------------|------|---|
| 21. Expiration of Contract | 21.1 | Unless terminated earlier pursuant to GCC Clauses 63 to 66, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC. |
| 22. Modifications or Variations | 22.1 | Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC Sub-Clause 49.2, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |

C. Consultant's Personnel and Sub-Consultants

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| 23. General | 23.1 | The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services. |
| 24. Description of Personnel | 24.1 | The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 3, to the contract if any of the Key Personnel has already been approved by the Client, his/her name is listed as well. |
| 25. Approval of Personnel | 25.1 | The Client hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 to the contract. In respect of other Personnel that the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed approved by the Client. |
| 26. Removal and/or Replacement of Personnel | 26.1 | Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client. |
| | 26.2 | If the Client <ul style="list-style-type: none"> (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with equal or better qualifications and experience and acceptable to the Client. |
| 27. Project Manager | 27.1 | If specified in the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a Project Manager, acceptable to the Client, shall take charge of the operations of the personnel and performance of such Services. |

D. Obligations of the Consultant

28. Standard of Performance 28.1 The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties.
29. Law Governing Services 29.1 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultants, as well as the Personnel of the Consultant and any Sub Consultants, comply with the Applicable Law.
30. Conflict of Interests 30.1 The Consultant shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
31. Consultant Not to Benefit from Com-missions, Discounts 31.1 The remuneration of the Consultant pursuant to GCC Clauses 49 to 51 shall constitute the Consultant's sole remuneration in connection with this Contract and, subject to GCC Clause 33 , the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- 31.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
32. Consultant and Affiliates not to Engage in Certain Activities 32.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to the Services.
33. Prohibition of Conflicting Activities 33.1 The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Nigeria that would conflict with the activities assigned to them under this Contract.
34. Confidentiality 34.1 Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity

any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, "confidential information" means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

35. Liability of the Consultant

35.0 The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.

35.1 The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.

35.2 The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of:

- a. infringement or alleged infringement by the Consultant of any patent or other protected right; or
- b. plagiarism or alleged plagiarism by the Consultant.

35.3 The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.

35.4 The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC Clause 29 provided:

- a. that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SCC;
- b. that the ceiling on the Consultant's liability under GCC Clause 29 shall be limited to the amount indicated in the SCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and
- c. that the Consultant's liability under GCC Clause 29 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

35.5 In addition to any liability the Consultant may have under GCC Clause 29, the Consultant shall, at their own cost and expense, upon request of

Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC Clause 29.

35.6 Notwithstanding the provisions of paragraph (a) of this GCC Clause 36, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

36. Insurance to be taken out by the Consultant
- 36.1 The Consultant
- (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and
 - (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
37. Accounting, Inspection and Auditing
- 37.1 The Consultant shall
- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant costs and the bases for these costs;
 - (b) periodically permit the Client or its designated representative or the development partner's representative (when applicable), and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.
- 37.2 The Consultant shall furnish the Client such information relating to the Services as the Client may from time-to-time reasonably request.
38. Consultant's Actions Requiring Client's Prior Approval
- 38.1 The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) Any change or addition to the Personnel listed in Appendix 3 to the Contract;
 - (b) Any sub-contract work relating to the Services to an extent and with such specialists and entities as may be approved; and
 - (c) Any other action that may be specified in the SCC.
- 38.2 Notwithstanding any approval under Sub-Clause 39.1(b), the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its personnel and retain full responsibility for the Services. In the event that any Sub-Consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the

performance of the Services itself.

39. Reporting Obligations 39.1 The Consultant shall submit to the Client the reports and documents specified in Appendix 2 to the Contract hereto, in the form, in the numbers and within the time periods set forth in the said Appendix 2. Final reports shall be delivered in CD ROM in addition to the hard copies specified in the said Appendix.
40. Proprietary Rights on Documents Prepared by the Consultant 40.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of the development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled, at its sole discretion, to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC. Consideration: seek legal advice
41. Proprietary Rights on Equipment and Materials Furnished by the Client. 41.1 Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- E. Obligations of the Client**
42. Assistance and Exemptions 42.1 The Client shall use its best efforts to ensure that the Government shall:
- (a) Provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;
 - (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
 - (c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and
 - (d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.
43. Access to Land 43.1 The Client warrants that the Consultant shall have, free of charge,

unimpeded access to all land in respect of which access is required for the performance of the Services. The Consultant shall, however, be responsible for any damage to such land or any property thereon resulting from such access, and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub Consultant or the Personnel of either of them.

44. Change in the Applicable Law Related to Taxes and Duties 44.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the amounts otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC Sub Clause 49.2.
45. Services, Facilities and Property of the Client 45.1 The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix 5A to the contract at the times and in the manner specified in said Appendix 5A.
- 45.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 5A to the contract, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub Clause 49.3.
46. Payment 46.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by GCC Clauses 49 to 55.
47. Counterpart Personnel 47.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 5B to the contract.
- 47.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 5B, the Client and the Consultant shall agree on
- (a) how the affected part of the Services shall be carried out, and
 - (b) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to GCC Sub-Clause 49.3.
- 47.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

F. Payments to the Consultants

48. Cost of Services:
- 48.1 The cost of the Services is set forth in Appendix 6 to the contract.
- 48.2 Except as may be otherwise agreed under GCC Clause 22, payments under this Contract shall not exceed the amount specified in the SCC.
49. Payments: General
- 49.1 All payments under this Contract shall be made to the account of the Consultant specified in the SCC.
- 49.2 With the exception of the final payment under GCC Clause 55, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
50. Lump-Sum Remuneration
- 50.1 Subject to the ceiling specified in GCC Sub-Clause 49.2, the Client shall pay to the Consultant total remuneration which shall be a fixed lump-sum including all staff costs, sub-consultants' costs, reimbursables, and all other costs incurred by the Consultant in carrying out the Services described in Appendix 1. The contract price may only be increased above the amounts stated in GCC Sub-Clause 49.2, if the Parties have agreed to additional payments in accordance with GCC Sub-Clause 22.1.
51. Modes of Payment
- 51.1 Payments in respect of the Services shall be made as specified in GCC Clauses from 53 to 55.
52. Advance Payment
- 52.1 If so specified in the SCC, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the SCC. If the advance payment exceeds ten percent (10%) of the contract price, then the advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:
- (a) remain effective until the Advance Payment has been fully offset; and
 - (b) be in the format as shown in Appendix 7.
- 52.2 The Advance Payment will be offset by the Client in a way specified in the SCC.
53. Interim Payments
- 53.1 Payment will be made according to the payment schedule stated in the SCC subject to the provision of advance payment stated in GCC Clause 53. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 53.2 The Client shall pay the Consultant within forty-five (45) days after the receipt by the Client of the invoices with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment.
- 53.3 Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the

annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

54. Final Payment 54.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.
55. Suspension of Payments 55.1 The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure, and
 - (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
- G. Time Control**
56. The Services to be Completed by the Intended Completion Date 56.1 The Consultant shall carry out the Services in accordance with the Programme submitted by the Consultant, as updated with the approval of the Client and complete them by the Intended Completion Date.
57. Early Warning 57.1 If at any time during performance of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
58. Extension of the Intended Completion Date 58.1 In the event the Consultant is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons thereof. The Client shall extend the Intended Completion Date if the reasons given by the Consultant are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date. ,

59. Progress Meetings

59.1 The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of works. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.

59.2 The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the Consultant for action.

H. Good Faith and Fairness in Operation

60. Good Faith

60.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

61. Fairness in Operation

61.1 The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 74.

I. Termination and Settlement of Disputes

62. Termination for Default

62.1 The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.

62.2 Fundamental breaches of the contract shall include but shall not be limited to, the following:

(a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 56, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

(b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;

(c) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract;

(d) If the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub-Clause 74.2;

(e) If the Client fails to pay any money due to the Consultant pursuant

- to this Contract and not subject to dispute pursuant to GCC Sub-Clause 74.2 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or
- (f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
63. Termination for Insolvency 63.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:
- (a) the Client becomes bankrupt or otherwise insolvent;
 - (b) the Consultant becomes (or, if the Consultant consist of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or
 - (c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.
64. Termination for Convenience 64.1 The Client, by notice sent to the Consultant, may in its sole discretion and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.
65. Termination because of Force Majeure 65.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
66. Force Majeure 66.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- 66.2 Force Majeure shall not include any:
- (a) event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, or
 - (b) event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 66.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
67. No Breach of Contract
- 67.1 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
68. Measures to be Taken on Force Majeure
- 68.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 68.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 68.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 68.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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| 69. Cessation of Rights and Obligations | 69.1 | <p>Upon termination of the Contract pursuant to GCC Clauses 19, 63, 64, 65 or 66, or upon expiration of this Contract pursuant to GCC Clause 21, all rights and obligations of the Parties hereunder shall cease, except</p> <ul style="list-style-type: none"> (a) such rights and obligations as may have accrued on the date of termination or expiration; (b) the obligation of confidentiality set forth in GCC Clause 35; (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 38; and (d) any right which a Party may have under the Applicable Law. |
| 70. Cessation of Services | 70.1 | <p>Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 63, 64, 65 or 66, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clauses 41 or 42.</p> |
| 71. Payment upon Termination | 71.1 | <p>Upon termination of the Contract pursuant to GCC Clauses 63, 64, 65 or 66, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> (a) remuneration pursuant to GCC Sub-Clause 51.2 for Services satisfactorily performed prior to the effective date of termination, and other expenditures pursuant to GCC Sub-Clause 51.3 for expenditures actually incurred prior to the effective date of termination; and other expenditures (b) except in the case of termination on the Consultant's default, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract. |
| 72. Disputes about Events of Termination | 72.1 | <p>If either Party disputes whether an event specified in GCC clause 63, 64 or 66 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 74, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p> |
| | 72.2 | <p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 74.</p> |
| 73. Settlement of Disputes | 73.1 | <p><u>Amicable Settlement</u></p> <ul style="list-style-type: none"> (a) The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. |
| | 73.2 | <p><u>Arbitration</u></p> <ul style="list-style-type: none"> (a) Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within twenty-eight (28) |

days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration in accordance with the [Arbitration Act] of Nigeria as at present in force and in the place shown in the SCC.

Section 4. Special Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Client is Benue State University. Vice-Chancellor. Benue State University. Km 2, Gboko Road, Makurdi.
1.1 (d)	The Consultant is Bimalp west Africa Limited. No. 26 Iorchia ayu Road, Wurukum, P.O. Box 1949, Makurdi. Benue State.
1.1 (k)	The Intended Completion Date is four (4) weeks (up to the completion of the named project).
4.6	<p>The assignment (Architectural; Structural; Mechanical; Electrical and Quantity Surveying services) is to be completed in the following phases:</p> <ol style="list-style-type: none"> 1. Stage One: Feasibility and concept (25%) 2. Stage two: Design and pre-contract processes (50%) 3. Stage three: Post-contract supervision and report (25%)
[6.1]	[Non eligible countries are:]None
[6.2]	[Materials, equipments and supplies used by the Consultant are not permitted if they have originated in <i>[state countries]</i>]None
11.1	<p>The addresses for <u>Communications and Notices</u> are:</p> <p>Client: Benue State University, Makurdi. Attention : Vice-Chancellor Facsimile : E-mail :</p> <p>Consultant: Bimalp west Africa Limited. Attention : Engr. Bill Anakaa Facsimile: E-mail: billanakaa@yahoo.com</p>
15.1	The Member in Charge is Bimalp west Africa Limited.
16.1	The Authorized Representatives are:

	<p><i>Note: If there are no other actions, then state so above. If the Services consist of or include the supervision of civil works, the following action should be inserted:</i></p> <p>"Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".</p>
41.1	<p><i>Note: If there is to be no restriction on the future use of these documents by either Party, then state so above. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p>"The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client".</p> <p>"The Client shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant."</p> <p>"Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party."</p>
43.1(d)	<p><i>Note: List here any other assistance to be provided by the Client. If there is no such other assistance, then state so above.</i></p>
49.2	<p>The Lump-sum amount is: Eighteen Million, Six Hundred and Fifty Thousand Naira (N18,650,000.00) only.</p>
50.1	<p>The account is: <i>[insert account]</i>.</p>
53.1	<p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <p>3. An advance payment of <i>[insert amount – usually 10%]</i> shall be made within <i>[insert number]</i> days after the Effective Date)</p> <p>(2) Usually, for advance payment up to value of 10%, no bank guarantee is required. For advance payment above 10%, a bank guarantee shall be required, equivalent to the amount of the advance payment. <i>[The procuring entity should amend this clause as required for the particular procurement.]</i></p>
54.1	<p>Payment shall be made according to the following schedule:</p> <p><i>(Note: This is a sample payment provision and should be specifically drafted for each contract depending on the type of deliverables)</i></p> <ul style="list-style-type: none"> • Twenty-five (25) percent of the Contract Price shall be paid on the acceptance of the feasibility report and concept.

	<ul style="list-style-type: none"> • Fifty (50) percent of the lump-sum amount shall be paid on acceptance of detailed working drawings and pre-contract documents. • Twenty-five (25) percent of the lump-sum amount shall be divided and paid according to certified percentage works completed on the construction site being supervised.
54.3	The interest rate is: None
74.2(a)	The place of Arbitration is: Makurdi.

BENUE STATE UNIVERSITY, MAKURDI.
PROPOSED CEFTER FOOD TECHNOLOGY INNOVATION
COMPLEX (CEFTER).

PRELIMINARIES AND GENERAL CONDITIONS

- A *The above project is the construction of a CEFTER Food Technology Innovation Complex (CEFTER).*
- B *For the purpose of administration of the project, majority of the items of the preliminaries appear on the Bill for the Construction of CEFTER Food Technology Innovation Complex (CEFTER) (Volume Two of the Contract Bills).*
- C *Prior to commencement of works on site, the Contractor shall accompany the Supervising Consultants around the area of the proposed works and agree with the Supervising Consultants. Any damages occasioned thereafter, will be deemed to be contractor's responsibility and be made good to the Supervising consultant satisfaction at the Contractor's expense.*
- D *Working areas and areas for huts, storage of materials, workshops, Temporary offices for the Employer/ Consultants and Contractor are restricted to locations to be agreed with the Supervising Consultants.*



To Collection

Pre/1A

PRELIMINARIES (Cont'd)

PERFORMANCE BOND

A The Contractor will be required to enter into a bond with an approved reputable Bank in the sum of minimum value of 2.5 percent of sum agreed upon between the Employer and the Contractor. The Contractor shall deposit a copy of the Bond with the Architect not later than one calendar month after signing the Contract or before materials Advance Payment (if applicable) whichever is sooner.

The Contractor shall pay the premium and include for these in his tender.

In the event of the Contractor being unable to find an approved surety willing to enter into a Bond, the Employer reserves the right to withdraw from any contractual obligations arising from the tender.

The names and address of the parties:-

EMPLOYER: When the term Employer is used in these documents it shall mean **Benue State University, Makurdi**

ARCHITECTS: The term Architect shall mean Oasisgate Consult Limited, Suite B7 Iramah Plaza, Beside Juda Petrol Station, Gwarinpa, Abuja.(08033600253)

STRUCTURAL ENGINEERS: The term Structural Engineers shall mean Oasisgate Consult Limited, Suite B7 Iramah Plaza, Beside Juda Petrol Station, Gwarinpa, Abuja.(08033600253)

QUANTITY SURVEYORS: The term Quantity Surveyors shall mean Oasisgate Consult Limited, Suite B7 Iramah Plaza, Beside Juda Petrol Station, Gwarinpa, Abuja.(08033600253)

MECHANICAL & ELECTRICAL ENGINEERS: The term Mechanical and Electrical Engineers shall mean Oasisgate Consult Limited, Suite B7 Iramah Plaza, Beside Juda Petrol Station, Gwarinpa, Abuja.(08033600253)

To Collection

Prel/1

PRELIMINARIES (Cont'd)

Site and Scope of Work

The Contractor is advised to visit the site and make himself fully acquainted by his own independent observations and enquiries as to the nature, extent and practicability of the works, means of access, storage room for materials the positions relative there to of exposed works, buildings, structures and any underground services, the levels of sub-soil or other water, the character of soil or strata in or on which the works are to be constructed, and all other points which can in any way affect the prices inserted in the Bills of Quantities. Any monetary or other claims made by the Contractor on the ground of lack of knowledge of any or all the matters or thing will not be entertained by the Employer.,

- A Brief outline of the scope of the works appears on page one of this document and the contractor is to allow here any sum in respect of the scope or nature of the works.

Bills of Quantities

- B The pricing, moneying out and totalling of these Bills of Quantities is to be in INK throughout and is to be in Naira and kobo.
- C The contractor is to note that departures have been made from the Standard Method of Measurement in order to reduce the number of measured labours. The Contractor is nevertheless to include in his tender for the total cost of carrying out and completing the works and no claim will be allowed on account o his not having done so.
- D In respect of all tenders which are under consideration for acceptance the priced Bills from the Contractors concerned are to be submitted to the Quantity Surveyor for examination and checking arithmetically.
- E The Bill is to be priced in detail with separate prices against all individual items. Composite pricing of the preliminaries and other groups of items will not be accepted. If the Contractor should leave unpriced any of the item in the Bills of Quantities he will be deemed to have included for the unpriced items in his tender.



To Collection

Prel/2

PRELIMINARIES (Cont'd)

No such adjustment to nor arithmetical error in the Bill is to affect the Contract sum. For the purpose of preparing the Contract Bill the arithmetical extending and casting of the Bill is to be corrected as a result of all such adjustments, corrections of errors etc, and a sum added to or deducted from the revised total of the Bill to amend the total back to the original tender figure. Such sum is to be treated as a percentage addition or omission from the prices (exclusive of preliminaries, P.C. Sums and items and profit and attendance thereon and provisional sums) for the purpose of pricing all variations

B All lump sum adjustments, additions for profit, etc made by the Contractor to the total of the Bill are to be dealt with in a similar manner.

C No alteration is to be made by the Contractor in the next of the Bills of Quantities.

D If a material or component is specified in these Bills of Quantities in metric sizes and is found at time of tender to be obtainable in this measure or if a material or component is specified in imperial sizes and is found at the time of tender to be obtainable in that measure, the tenderer shall immediately notify the Architect and seek his instruction.

E If when carrying out the work, the Contractor finds that materials or components referred to in one measure in the Contract Bills are not obtainable in that measure, he shall immediately notify the Architect and seek his instructions. If such instructions that there shall be a substitution of materials or components from the measure or size specified to that obtainable, such substitution will be deemed a variation and will be valued as provided for in Clause 11 of the Contract.

OTHER DEFINITIONS

F (i) "Contractor" - means the person or persons, partnership, firm or company who has or have signed the contract and include his or their heirs, successors, executors assigned and duly appointed representatives.

To Collection

Pre/3



PRELIMINARIES (Cont'd)

- (ii) "Works" - shall mean all or any portion of the work, materials, articles, etc to be used in the execution of the contract including any sub-contract works.
- (iii) "Approved" - means the approval of the Consultants and is to be given in writing.
- (iv) "Directed" - means directed by the Consultants.
- (v) "Allow" "Provide" or "Include" - means that the Contractor is to allow in his tender for all the obligations and requirements to which the item refers.
- (vi) "Supplied by the employer" - means that the material or component will be supplied by the Employer free of charge to the Contractor.
- (vii) "Sub-contractor" - shall mean the person or persons, firm or company, appointed by the "Contractor" to undertake specialist works following nomination by the Consultants.
- (viii) "BS" or "BSS" - means British Standard Specification current three months before date of invitation to tender unless otherwise stated.
- (ix) "C.P." - means British standard code of practice current three months before date of invitation to tender unless otherwise stated.
- (x) "Similar" "Equal" - see trade preambles clause TP2D

A The drawings may be inspected at the office of the Project Architects.



To Collection

Prel/4

PRELIMINARIES (Cont'd)

A Site Name Boards

Include for providing, erecting and maintaining prominently displaying on site and removing on completion two name boards all with the name and address of the employer painted on two sides in clear bold lettering. The contractor is also to paint on the two sides of the same board the names and address of the contractor, the project consultants, sub-contractors and suppliers etc. Approximate size 2.40 x 2.0m or as directed by the Consultants.

B Contract Particulars

The Articles of Agreement and Conditions of Contract will be based on the Standard Form of Building Contract (whose quantities form part of the contract), with amendments to suit the local conditions. The Contract is to be signed under seal.

C The Contractor is to peruse such conditions all the Clauses of which will apply to this contract except as stated hereafter and he is to include against all of the following items or in his prices generally for such cost as he considers necessary. Full details of all the changes are included in the Contract Bills

D Drawings

All drawings, tracings, photo-prints, etc., are the sole property of the Architect and must be returned to him upon completion of the works

E The Contractor shall provide and do everything necessary for the proper execution of the works according to true intent and meaning of the drawings and specification whether the same may or may not be particularly shown on the drawings, provided that the same is reasonably to be inferred therefrom. Figured dimensions are to be followed in all instances, scaled dimensions shall not be used.

F The Contractor shall allow here for keeping two complete sets of all drawings in suitable filing system on site and keeping them and replacing defaced sets on site through out the duration of the Contract. Additional sets may be provided to the Contractor at cost of printing and delivery

To Collection



PRELIMINARIES (Cont'd)

- A The Contractor is to give adequate notice in writing to the Architect with regard to instructions or clarification of detailed drawings. Etc
- B Before any work is commenced by Sub-contractors, dimensions and levels shall be checked on the site and agreed with the Sub-contractors irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of the dimensions. All dimensions indicated on drawings are intended to be finished dimensions. The Contractor shall be responsible for the accurate positioning of builders work items required in connection with the systems and services installations information supplied by the Sub-contractors.
- C The dimensions specified for pipes and tubes refer to the internal or external dimensions as designated in the consolidation.
- D The thickness specified for filling, hardcore and pitching shall refer to the finished thickness after consolidation.
- E Tolerances on Components
Tolerances shown on the drawings or stated in other contract documents are the maximum deviations in size, position or shape allowed for in the design of components, their assembly jointing and fixing.
- F The contractor shall be responsible for ensuring that there is an adequate exchange of information with and between all Sub-contractors as to the sizes of components, openings, and of related positional constraints.
- G The Contractor shall be responsible for checking dimensions of components following delivery to site and shall draw the Architect's attention to any departure from specified manufacturing tolerances.
- H The Contractor shall adjust the provisions of components and/or the size of the joints within their respect specified limits so that adverse results caused by an accumulation of individual acceptable tolerances is avoided. Where, inspte of such adjustments, adverse effects cannot be avoided, the Contractor shall immediately inform the Architect and seek his instructions

To Collection

Pre/6



PRELIMINARIES (Cont'd)

Licences

- A The Contractor shall make all arrangements for the issue of any licences, permits etc, required for the execution of the contract as far as the supply of labour and material are concerned and to obtain necessary permits and complete and lodge all forms which may be required all at his own expense and he must make due allowance in his tender.

MATERIALS, GOODS AND WORKMANSHIP TO CONFORM TO DESCRIPTION, TESTING AND INSPECTION

- B all materials, unless otherwise stated, are to be of the best quality, the word "best" being considered in its literal notwithstanding any trade, any custom, use or meaning to the contrary.
- C All materials are to be used and fixed in accordance with the Manufacturer's and supplier's recommendations
- D In case where a Standard of the British Standards Institution is current materials are to be in accordance therewith.
- E Where materials are described hereafter to comply with a British Standard the relevant Standard is to be read to mean the latest edition as amended by all relevant amendments as published by the British Standard Institution and current at the date of tender.
- F The Contractor will be required to pass on to the Employer the benefit of all guarantees that are obtainable from the manufacturers or suppliers of any of the materials used for the works if such guarantees exceed in scope or time the Contractor's liabilities under the contract.
- G Samples of materials are to be delivered to site and reasonable samples of work are to be executed on site for the Architect's inspection all at the Contractor's own cost.
- H Allow for Laboratory Testing fees of concrete test cubes

To Collection

Pre/7



PRELIMINARIES (Cont'd)

A	Allow for testing materials and goods found to be satisfactory.				
B	Where definite proportions of materials are described these, other than in respect of reinforced concrete, are to be measured in gauging boxes on a stage.				
C	The workmanship is to be of the best quality and carried out to the entire satisfaction of the Architect.				
D	All work is to be executed within the limits of accuracy and the dimensional tolerances as set out in British Standard Institution publication P.D. 6550 part two. The permissible deviations, where alternatives are indicated, are to be those as defined under Grade 1 <u>Ordering of Materials</u>				
E	Upon receipt of the order to commence the works or immediately the site is handed over to the Contractor, the contractor shall immediately place orders for all the required materials and will be held responsible for any delays accruing due to the late placing of such orders.				
F	The contractor shall, if so requested by the Architect, make available to him all documents in connection with the ordering of materials for the works, showing agreed delivery dates, sources of supply and the like.				
G	If upon receiving quotations for any materials required for the works it appears that delivery by the dates quoted will delay the works, the contractor shall inform the Architect of this fact before the orders are confirmed				
H	The contractor shall draw the attention of the Architect to all items requiring his nominations of selection of colours etc.				
<u>Set Out</u>					
J	The contractor shall be responsible for the accurate setting out of the works including works undertaken by the sub-contractor and include for providing all pegs, templates, instruments and labour necessary for so doing. The Architect shall be allowed the free use of the instruments and labour as he may require.			120,000	13,000-00
To Collection				120,000-00	13,000-00
Prel/B					



<u>PRELIMINARIES (Cont'd)</u>				
<u>Survey beacons, bench marks, etc</u>				
A	Survey beacons, bench marks, etc., on or around the site shall not be disturbed unless permission has first been obtained from the Survey Department.			
<u>Covering up works</u>				
B	The contractor must give at least seven clear days notice to the Architect before covering up any of the work in foundations and drains in order that inspection and measurement may be taken of the works as executed and in the event of the contractor failing to provide such notice, he is to uncover as required at his own expense, to allow the measurement to be taken and afterwards to reinstate.			
C	The contractor shall allow for all reinforcement to be inspected by the Architect/Engineer before pouring of concrete.			
<u>Injury to persons and property, and Employer's Indemnity</u>				
D	The contractor's attention is drawn to the fact that in accordance with the requirements of Clause 19 he is required to insure in respect of his liabilities under Clause 18.			34,000.00
<u>Insurance against injury to persons and property</u>				
E	Include for all necessary insurance against and in connection with the Contractor's liability in respect of injury and damage to property in accordance with Clause 18.			50,000.00
F	Include insurance against collapse, explosion, subsidence, vibration, etc., to adjoining property and such further risks there to as may be specifically required by the Architect.			50,000.00
<u>Insurance of works against fire, etc</u>				
Sub-clause (b) and (c) are to be deleted.				
<u>To Collection</u>				134,000.00
Prel/9				



PRELIMINARIES (Cont'd)

Time, progress and Site Meeting

A The contractor shall arrange for his representative to attend site meetings as and when reasonably required by the Architect and shall provide all necessary facilities for such meetings.

296,000

39,000.00

B The contractor's attention is drawn to his responsibility for detailed co-ordination of work undertaken by Sub-contractors to ensure that all systems and services are properly integrated one with another and with the detail of building. The Contractor shall employ a competent person to perform this function and to ensure that installation drawings are fully co-ordinated before submission to the Architect for comment. The contractor is required to arrange suitable programmes with his Sub-contractors and to check regularly that such programmes are adhered to.

C Where delays arise in connection with sub-contract work the Contractor will be expected to have been aware of such at an early stage and to have taken appropriate action defined in the sub-contract document by the giving of such notice as may be required in preparation for the determination of same. Determination shall not be effected without the prior consent of the Architect but requests for extension of the contract period on the grounds of delay by Sub-contractors will not be considered unless the contractor can establish that he has complied with the foregoing requirements.

Fluctuations

D The contractor's attention is drawn to the fact that he is to price the Bills of Quantities and submit his tender on the assumption that the only fluctuations which will be allowable under this contract, will be those which arise as a result of changes in legislation or other government measures, which have not been promulgated at the date of tender.

E For the purpose of assessing the increase, the contractor is to complete the "List of specified materials and goods" at the end of the Bills of Quantities in respect of all materials and goods to be purchased directly by him and by his Sub-contractors.

To Collection

296,000.00

39,000.00

Prel/10



PRELIMINARIES (Cont'd)

- A The contractor is requested to limit the materials and goods inserted on the "List of specified material and goods" to those which form a substantial proportion of the cost of the works.
- B The contractor is to produce for the Quantity Surveyor's inspection when required quotations current at the date of tender and the time of purchase for all items inserted in the "List of specified materials Goods".
- C The contractor is to note that differences in prices due to change of supplier, purchasing in small quantities and all other similar causes will not form the subject of an adjustment.
- D Include for preparing fully detailed and priced statements of adjustments relating to wages and materials arising under this Clause together with a summary of same at intervals as required for interim certificates and on completion. Such statements are to be in the form required by the Quantity Surveyor and are to be supported by all necessary wages sheets, invoices, receipts, etc in substantiation of the statements.

Materials found on the site

- E any sand, laterite, gravel or other building materials discovered on the site shall be the property of the Employer and shall not be used in the construction of the works without prior written consent of the Architect. The market prices of the materials so used shall be allowed to the Employer by the Contractor and the contract sum adjusted accordingly.

Articles of antiquity

- F Any funds made on the such articles of antiquity, coins, fossils or other articles of interest or value shall be immediately delivered to the Architect and shall be deemed to be property of the Federal Government of Nigeria.

To Collection

Prel/11



PRELIMINARIES (Cont'd)

Opening Up

A The contractor shall, at the request of Architect, open up for inspection of any work covered up, and should the contractor refuse or fail to comply with such request, the Architect may employ other workmen to open up same. If the said work has been covered up in contravention of the Architect's instructions and if on being opened up it be found not in accordance with the drawings or instructions of the architect, the expenses of opening up and covering up again whether done by contractor or other workmen, shall be borne by or be recoverable from the Contractor or may be deducted as aforesaid. If the work has not been covered up in contravention of such instructions and be found in accordance with the said drawings, etc., then the expenses aforesaid shall be borne by the Employer and be added to the contract sum.

Progress photographs

B The contractor shall allow in his tender for progress photographs the intervals, numbers and sizes of the photographs will be as directed by the Architect. The Contractor shall provide a board in accordance with the Architect's drawings which will appear in each photograph showing the date and location of the picture. The contractor is to provide six sets on each occasion.

Plants, Tools, Equipment and Vehicles

C Include for providing, erecting, shifting, adapting, maintaining and removing on completion all requisite mechanical and other plants, tools, etc.. The contractor is to provide necessary equipment and vehicles and whatever else may be required for the proper and efficient execution of the works.

Control of noise and pollution

D The contractor's attention is drawn to the fact that as far as is practicable and subject to no additional costs arising will be required to keep noise limits to a reasonable level in respect of mechanical plant.

To Collection

Prel/12



40,000.00

6,500.00

150,000.00

19,500.00

190,000.00

26,000.00

<u>PRELIMINARIES (Cont'd)</u>					
A	In particular the contractor is advised that he will be required to keep on site an adequate stock of reinforcement so as to deal with all variations required to be executed urgently. Such stock is to be in straight lengths as agreed with the Structural Engineer. The contractor is, in addition, to include for providing installation, shifting, maintaining and removing on completion all necessary facilities for cutting and bending such reinforcements.				
B	The contractor will not be permitted to use materials required in the permanent construction of the works or for temporary worksw as scaffolding or plant.				
	<u>Safety, Health and Welfare of work people</u>				
C	The contractor is to provide and maintain for his own work people and for the works people employed on the site by sub-contractors and all other welfare and safety measures required by any applicable legislation.			100,000-00	13,000-00
	<u>First Aid Box</u>				
D	The contractor is provide on site a First Aid Box or Cupboard prominently marked with the words FIRST AID for the purpose of treating any of his workmen injured on site. The contents of this box are to comply in all respects with the Factories Ordinance and shall include a snake bite serum kit. The contractor is to ensure that there is adequate stock in the First Aid Box which is to be produced and opened for the inspection of the Architect on request.			30,000-00	10,400-00
	<u>National Insurance and Pensions for work people</u>				
E	Include for all payments made in respect of the contractors contribution to National Provident Scheme for his work people.			120,000-00	15,600-00
	<u>Payments for work people</u>				
F	Include for all necessary payments made in respect of work people etc., by the contractor.			100,000-00	13,000-00
	<u>Transport for work people</u>				
G	Include for all necessary transport to and from the site for the Contractor's work people employed on the site			100,000-00	13,000-00
	<u>To Collection</u>			450,000-00	65,000-00
	Prel/13				



<u>PRELIMINARIES (Cont'd)</u>					
	<u>Safeguarding the Works, Materials and Plant Against Damage and Theft</u>				
A	Include for providing all necessary day and night watchmen together with all necessary protective lighting required for the safeguarding of the works and materials and plant on site including that of nominated sub-contractors and making good and meeting claims for damage thereto.				65,000.00 7,800.00
	<u>Maintenance of Public and Private Roads, Property etc.</u>				
B	Include for maintaining, protecting and cleaning public roads, footpaths, etc and making good all damage there to the satisfaction of the Local and other Authorities or paying for making good all damage thereto.				—
C	The contractor is to confine his materials and all workmen on site to the immediate vicinity of the building				—
	<u>Police Regulations etc</u>				
D	The contractor is to comply with the regulations and directives of the Police and University Authorities in relation to the parking and unloading of vehicles at the site and no claim will be allowed on account of his not having done so.				—
	<u>Water for the Works</u>				
E	Include for providing clean, fresh water for the works including that required by nominated sub-contractors together with all necessary temporary plumbing and temporary storage to all levels as necessary and removing on completion and paying all charges in connection therewith (for P.C. Sum for connections to water main see Plumbing and Engineering Installation)				180,000.00 23,400.00
	<u>Lighting and Power for the Works</u>				
F	Include for providing all necessary lighting and power for the execution of the works, together with temporary arrangement for distribution about the site and for lighting to hoardings, crane, etc., including that required for working overtime and by all nominated sub-contractor and paying all charges for electric current etc.				—
	<u>To Collection</u>				50,000.00 6,500.00
					295,000.00 37,700.00
	Prel/14				



PRELIMINARIES (Cont'd)

A In this connection the contractor is advised that in the event of the permanent electricity supply not being available or inadequate he will be required to provide all necessary temporary artificial lighting including stand-by generator at his own cost.

Acceptance of Tenders and cost of Tendering

B The Employer does not undertake to accept the lowest or any tender and contractors tendering do so at their own cost.

Time to Complete Contract

C Time is the essence of the Contract and the alternative times required to complete the contract stated by the contractor on the Form of Tender will be taken into account amongst all other relevant matters in considering tenders for acceptance.

Overtime and Completion

D The whole of the works are to be completed by the time stated in the Contract and no extra will be allowed in respect of overtime paid to achieve this.

E In the event of the works falling behind programme for reasons other than those which would entitle the contractor to an extension of time under the Conditions of Contract, then the contractor shall, be if so instructed by the Architect, arrange at no extra cost, double shift working on the site until such time as progress on the site is in accordance with the programme.

F If overtime is specifically ordered in writing by the Architect in respect of extra works, the net extra cost, over and above normal daily rates, will be paid to the Contractor, any other over time worked will be at the Contractor's expense.

Programme of works

G The contractor will be required to prepare and submit within fourteen days of notice that his tender has been accepted and before signing of the contract six copies of detailed programme of construction for the whole works to the Architect.

To Collection

Prel/15



73,000-00 6,500-00

73,000-00 6,500-00

PRELIMINARIES (Cont'd)

These programmes are to consist of:-

1. A new or bar line programme for the whole of the works related to the Contract. Date for possession and completion indicating:
 - 1.1 All principal construction activities.
 - 1.2 The work of sub-contractors both nominated and direct.
2. A schedule or programme, related to the network or programme as 1, of the latest reasonable dates by which the contractor requires instructions in respect of the following, such dates being neither unreasonably distant from nor unreasonably close to the dates on which the contractor will require such information to comply with such network or programme.
 - 2.1 Nominated of sub-contractors and suppliers.
 - 2.2 Architect's layouts, details and schedules
 - 2.3 Structural layouts, details, reinforcement drawings and schedules.
 - 2.4 Services layouts and schedules.

A All networks, programmes, forecasts, schedules, etc., are to be updated monthly by the contractor to indicate against all operations the progress achieved against that programme, etc and if necessary the consequent revisions to all information arising from progress achieved so as to achieve the practical completion by the relevant contractual date. Copies of original, updated and, if applicable revised network and programme are to be kept on display in the consultants site office and made available for review in the site meeting room on the dates of site meetings.

Prices Generally

B The prices for all items in Bills of Quantities are to include unless otherwise specifically stated, for providing erecting, fitting and executing complete the work or service described including providing all necessary labour and materials

To Collection



PRELIMINARIES (Cont'd)

Temporary Roads

A Include for providing shifting, adapting, maintaining and removing on completion, all necessary temporary roads, tracks, hardstandings, crossing etc., for all workpeople, vehicles, etc., on the site and making good on completion.

B The contractor's attention is drawn to the fact that the Architect's requirements in respect of roads, car parks, pavings, etc., as described and measured in the relevant Bills of Quantities are related to the present conditions of the site and the anticipated traffic that will be using the completed areas. In the event of the Contractor deciding to use such areas for the purpose of access and progress from the site and if in the Architect's opinion as a result of such use that ground has been disturbed in such a manner as to necessitate in order to provide for the original traffic, requirements, the execution of additional work, in terms of extent of work or of standard of construction in excess of that originally contemplated, then such additional work is to be executed by the Contractor at his own cost.

Existing Installations

C Allow for protecting and maintaining all pipes, ducts and cable met in excavations, for keeping all ditches, gullies and channels clear and unobstructed and for making good any damage caused to public or private roads, paths, kerbs and drains and paying all costs or charges incurred.

Temporary accommodation for the use of the contractor.

D Provide and maintain temporary office accommodation and mess-rooms for the Contractor's staff and watertight sheds for the storage of materials, tools and tackle and the use of workmen employed on the site including those of nominated sub-contractors in positions to be agreed with the Architect.

To Collection

Pre/17



325,000.00 45,500.00

325,000.00 45,500.00

PRELIMINARIES (Cont'd)

A Provide and maintain a clean and odour free condition where directed temporary toilet accommodation complete with wash hand basin and constant supply of soap for the use of all workmen. Wherever possible such accommodation shall be of the flushing type and be temporary connected to a suitable septic tank or drain. Where this is not possible, self contained chemical closets of an approved type shall be provided and used and kept in use strictly in accordance with the makers printed instructions and from time to time or as may be directed, the containers shall be emptied and the contents removed from the site. All necessary arrangements shall conform with the requirements of the Local Authority.

B Alter, shift and adapt temporary building from time to time as may be necessary and finally clear away and make good all surfaces, services, etc., disturbed.

Temporary telephone for the use of the contractor

C The contractor shall as necessary provide and maintain temporary telephone service (GSM hand sets) to the office of the foreman in charge and to the offices of such other of the contractor's site staff as may be necessary for the full period of the works and pay all charges and expenses in connection therewith.

Temporary office accommodation and facilities for the Employer.

D Include for construction, furnishing, maintaining and handing over to the Employer on completion of the project, the site accommodation for the Employer's Consultants including provision for cleaning and attendance required.



260,000.00 32,500.00

To Collection

Prel/18

260,000.00 32,500.00

PRELIMINARIES (Cont'd)

- A *Location proposals and room layouts for all temporary buildings shall be submitted to the consultants for approval prior to construction.*
- B *Include for paying all local Authorities rates and charges upon such temporary offices and accommodation legally demandable.*
- C *The contractor is not to use floors as a dumping ground for materials etc. Materials are to be either stored on site or taken to the relevant floors and then direct to where they are required but in this respect the contractor's attention is drawn to the design loads of the suspended floor as described in the preambles to the concrete work.*
- D *Obtain all necessary licences, pay all necessary fees and provide all necessary watching and lighting for such existing temporary hoardings.*
- E *Provide for fueling vehicles being used by the consultants and client's approved representative for the purpose of supervision.*



To Collection

Prel/19

PRELIMINARIES (Cont'd)

A Include for providing erecting, shifting, adapting, maintaining and removing on completion of all necessary additional temporary hoarding, fans, planked footways, guards, rails, gantries etc as may be necessary for protecting the public for the proper execution of the work and to comply with the requirements of the Local and other authorities, obtain all necessary fees and provide all necessary watching and lighting. All new hoardings are to the same details as existing hoarding.

B The hoardings, etc are not to be used for advertising purpose and the contractor is to include for keeping the hoardings etc clear of advertisements. Advertising rights on the hoardings are reserved to the Employer who will arrange for all necessary planning consents etc for such advertising.

Temporary Telephone for the Employer

C The contractor shall as necessary install a separate telephone (GSM set) for the use of the Employer and the Project Consultants and pay all installation, rental, and all charges during the progress of the works, including the cost of telephone calls made on behalf of the Employer.

General Scaffolding

D Include for providing, erecting, shifting, adapting, maintaining and removing on completion all requisite self supporting and other scaffolding staging cradles, etc together with all necessary planks, ladders, etc
Works by Nominated Sub-contractors; Goods from Nominated Suppliers etc

E Where the words "add for special attendance" occur in relation to nominated sub-contractors' work the contractor is to include for such of the following as are described in the relevant item:

F "Unloading etc" which is to be read to mean unloading, getting in storing, hoisting, shifting and placing in position the sub-contractor's materials and plant.

G "Returning all crates" which is to be read to mean sorting re-addressing and returning all crates, packing materials etc carriage paid.

To Collection

Prel/20



PRELIMINARIES (Cont'd)

- A Providing special plant and scaffolding* which is to be read to mean providing, erecting, shifting, adapting, maintaining and removing on completion all special mechanical and other plant, self supporting and other scaffolding staging cradles, gangways, planks, ladders, trestles, waterproof and dustproof screens, tarpuling etc required solely for the convenience of the sub-contractor and not required by the Contractor for his own work.
- B "Providing power" which is to be read to mean paying all charges for electric, current, etc used by the sub-contractor
- C Providing such materials as are described, mixing where necessary and handling to the sub-contractor.
- D Include for attending upon, cutting away for and making good after all trades by all trades.
- E Where the word "Fix" occurs in relations to P.C. sums and items for materials and goods to be fixed by the contractor and where materials and goods supplied by a nominated supplier are described to be fixed the contractor is to include for unloading, examining, knowledging safe receipts, returning packing materials to the nominated supplier, carriage paid and obtaining credits therefore storing, hoisting, shifting, protecting, assembling, making good all damages and loss and carrying out such additional work as is described in the relevant item.
- F The contractor is to obtain from all nominated sub-contractor and suppliers full particulars as to their requirements in respect of chases, recesses, holes, mortices and other details and is to supply them with all necessary dimensions and other information in order that their work may be correctly executed and the correct goods supplied. In this respect the contractor's attention is particularly drawn to the necessity of providing the Architect for his sanction full details of the work concerned allowing for the purpose of obtaining such sanction a minimum period of 4 weeks. If the contractor fails to obtain such particulars and provide such information he is to make all necessary alterations and re-execute all work necessary at his own cost or pay the sub-contractor's supplier's charges for so doing.

To Collection

Prel/21



PRELIMINARIES (Cont'd)

- A The contractor is to co-operate with all artists and tradesmen engaged by the Employer on the work, afford them such facilities as are necessary to enable their work to proceed during the ordinary progress of the works, allow them the use of ordinary mechanical and other plants, self supporting and other scaffolding staging, cradles, gangways, plants, ladders, trestles, storage sheds, messrooms, sanitary accommodation, etc and provide them with watching and lighting all free of charge.
- B All P.C. sums and items are at the disposal of the Architect. If such sums and items are now expended they are to be omitted at the settlement of accounts together with the full amount, where applicable of profit and attendance relating thereto. In the event of the Employer paying direct for the work and materials and goods settlement of accounts but profit relating thereto will not be omitted.
- C In the settlement of accounts all sums added by the contractor all P.C. sums in respect of nominated sub-contractors work for general attendance will be adjusted in the same proportion as the final accounts of such sub-contractors bear to the original P.C. sums.
- D The term 'Provisional sum' in the Bills of Quantities indicates a sum of money allowed to cover the cost of portion of the works, the extent or nature of which is not known at the time of preparing the contract documents, or which cannot be determined accurately until the works are executed.
- E Provisional sums shall be expended solely as directed by the Architect and may be deducted in whole or in part if not required.
- F work executed against provisional sums shall be measured and valued in accordance with the Conditions of Contract with the exception that the cost of materials falling within the scope of P.C. sums elsewhere in the Bills of Quantities will be offset against those P.C. sums.

Variations

- G The contractor shall not commence work on any variation unless such instructions are made in writing and authorised by the Architect.

To Collection

Prel/22



PRELIMINARIES (Cont'd)

Valuation of Variations

A The Valuation of Variations and of work executed by the contractor for which a provisional sum is included in the Contract Bill shall be made in accordance with the following rules:-

- (a) The rates in the Contract Bills shall determine the valuation of work of similar character executed under similar conditions to that in the main contract.
- (b) The said rates, where work is not of similar character or executed under similar conditions shall form the basis of a rate to be agreed with the contractor as far as is reasonable failing which a fair valuation will be made by the Quantity Surveyor.
- (c) Where it is impossible by the normal methods of measurements or price build up to fairly represent the cost of the work carried out, then the work shall be allowed at daywork rates at the prices ruling at the rate the work is carried out.

B The Contractor is advised that the various percentage additions inserted by him on the Provisional Daywork Schedule hereinafter will be used in pricing actual daywork executed under the Contract.

C Daywork will only be allowed in the case of works which by the Quantity Surveyor's decisions are incapable of measurement even though dayworks sheets, etc., may have been signed by the Architect and Clerk of Works.

D Copies of daywork sheets are to be priced, extended and cast by the Contractor as required by the Quantity Surveyor.

Records

E The Contractor is to keep an accurate record with the dates of the weather, temperature, and other events influencing the progress and quality of the works.

F A record of visitors to the site shall be maintained.

To Collection

Prel/23



PRELIMINARIES (Cont'd)

A The Contractor is to supply the Architect such as he may require in connection with the works, information including a statement showing the number of men employed in all trades daily, and delivery notes for all materials.

B The Site Supervisor shall complete each week a copy of the 'Works Weekly Report Sheet' issued by the Architect and submit same to the Architect at the end of each week.

Sub-contractors Drawings

C Prior to commencement of Sub-contractor's works or specialist supplied installations, the Contractor shall arrange for three copies of all drawings to be issued to the Architect.

Protection of the works

D Allow for covering up and protecting from injury from weather or from any cause all new works, also for supplying all temporary doors, protection to windows and any other requisite protection for the whole of the works executed whether by the Contractor or Special tradesmen or sub-contractors and any damage caused must be made good by the Contractor at his own expense.

E During inclement weather the Contractor shall suspend such parts of the works for such time as may be necessary to avoid damage and shall protect from injury all works then in the course of erection.

Protection of Existing Trees

F The contractor shall allow for protecting existing trees from damage except where shown to be removed on the drawings.

Advertisement

G The Contractor shall not display, or permit the displays of any advertisement within the boundaries of the site or upon any temporary fencing, hoardings, plants, etc., save upon the written instructions of the Architect.

To Collection

Prel/24



PRELIMINARIES (Cont'd)

Nominated Suppliers and Sub-contractors

A Separate tenders are being invited for Nominated Supplier and Sub-contract items and are listed in the Appendix 'List of P.C. and Provisional Sums included in the Bills of Quantities'. The tender documents are available for inspection and the contractor will be deemed to have made himself familiar with their contents.

Clerk of Works

B Provide for Clerk of Works including cost of Fore-man in-charge referred to in Clause 8 of the Conditions of Contract. Such Fore-man in-charge or authorised agent shall be approved by the Architect (which approval may be withdrawn at any time) and shall devote his whole time to the supervision of the works and must be able to receive and act upon (on behalf of the Contractor) all instructions, directions or orders issued by the Architect or his authorised representatives.

Commissioning

C Commissioning of all services and plant and equipment shall include final testing, balancing, regulating, providing and setting to work to the Architect's satisfaction.

Delays

D The contractors will be deemed to have made allowance for any delay caused by difficulty in obtaining labour and materials, or by suspension of part or the whole of the works due to adverse weather conditions normally encountered during the seasons of the year.

E No claims for extension of time of delay caused by the rejection of bad workmanship or materials by the Architect will be entertained.

Clearing and cleaning on completion

F Allow for clearing away all shavings, cuttings and other rubbish as it accumulates from time to time during the progress of the works and at completion including that of Sub-contractors and special tradesmen and the disposal of all materials condemned by the Architect or his representative.

To Collection

Pre/25



220,000

26,000.00

150,000.00

19,500.00

370,000.00

45,500.00

PRELIMINARIES (Cont'd)

- A Allow for cleaning down the whole of the premises including cleaning glass both sides and cleaning all floors, pavings, metalwork, finishings and fittings including sanitary fittings, throughout, touching up generally and removing all stains, dirt and surplus in a clean and tidy condition and leaving the works and site in a clean and tidy condition and ready for immediate use, with all damages to property, roads, paths and drains etc., made good to the satisfaction of the Architect.
- B Provide for complying with all other statutory obligations not hereinbefore mentioned. The Architect shall require proof of such compliance and the particular statutory obligation concerned.
- Defects after completion**
- C Allow for inspecting the works at the end of the defects liability period and for making good all defects in accordance with the conditions of contract. Allow for inspecting and making good such defects as may be of an urgent nature during the defects liability period.
- D **PUBLICITY**
Provide for necessary publicity as may be directed by the client.



COLLECTION PAGE

Prel/1

Prel/2

Prel/3

Prel/4

Prel/5

Prel/6

Prel/7

Prel/8

Prel/9

Prel/10

Prel/11

Prel/12

Prel/13

Prel/14

Prel/15

Prel/16

Prel/17

Prel/18

Prel/19

Prel/20

Prel/21

Prel/22

Prel/23

CARRIED FORWARD

Prel/27

120,000.00

134,000.00

296,000.00

190,000.00

450,000.00

295,000.00

70,000.00

315,000.00

260,000.00

2,190,000.00



PRELIMINARIES (Cont'd)

BROUGHT FORWARD

Prel/24

Prel/25

Prel/26

2,190,000.00

370,000



PRELIMINARIES Carried to General Summary

2,509,000.00

BILL NR 2: EXTERNAL WORKS

S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
ELEMENT NO. 1: DRIVES AND PARKING					
<i>Site preparation</i>					
A	Clear site of bushes, weeds, grass and undergrowths, grub up all roots and dispose offsite	9,931	m ²	250-00	2,482,750-00
<i>Excavation</i>					
B	Excavate to reduce level, not exceeding 250mm maximum depth	2,482	m ³	600-00	1,489,200-00
<i>Disposal of excavated materials</i>					
C	Remove surplus excavated material from site	2,482	m ³	400-00	992,800-00
<i>Leveling and compaction</i>					
D	Imported Natural Laterite Spread and compact with rolling machine to WFA standard compaction approximately 1m high	3,145	m ³	5,500-00	17,297,500-00
E	<i>Interlocking paving stones:</i> 45mm thick interlocking paving stones, concrete laid on and including 50mm thick stone dust filling and damproof.	3,145	m ²	5,200-00	16,354,000-00



S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PEDESTRIAN WALKWAY				
	<i>Site preparation</i>				
A	Clear site of bushes, weeds, grass and undergrowths.	201	m ²	250.00	50,250.00
	<i>Excavation</i>				
B	Topsoil for preservation; average depth 150mm	201	m ²	250.00	50,250.00
	<i>Disposal of excavated materials</i>				
C	Remove surplus excavated material from site	30	m ³	400.00	12,000.00
	<i>Precast Concrete Kerbs</i>				
D	Provide precast concrete grade 20 kerbs, exposed faces, bedded, jointed and pointed with cement mortar (1:3) haunched up front, size 450 x 150mm thick, on 50mm thick concrete blinding.	597	m	2,200.00	1,313,400.00
E	Ditto; but curved to various radii	67	m	2,200.00	147,400.00



S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	LANDSCAPING (ALL PROVISIONAL)				
	<i>Excavation</i>				
A	Topsoil for preservation; average depth 150mm.	2,187	m ²	250.00	546,750.00
	<i>Disposal of excavated material;</i>				
B	Spread on site.	2,187	m ³	300.00	656,100.00
	<i>Soiling and cultivating;</i>				
C	Filling; oversite thickness not exceeding 0.25m; manured soil obtained off site; spread and level to 75mm thick, and prepare for planting (measured separately).	2,187	m ²	1,500.00	3,280,500.00
	<i>Planting</i>				
D	"Bahama" grass in turfs not more than 75mm in any direction well watered and maintained until properly established and evenly covered with health growth and leave in healthy condition on completion.	2,187	m ²	750.00	1,640,250.00
E	Herbaceous, yellow bush dwarf azura plants; rose flower or other approved, not exceeding 0.20m high; 10nr/m ²	1,236	m ²	1,200.00	1,483,200.00
	<i>Planting of Shading Trees</i>				
F	Masquerade trees or other approved; well watered and maintained until properly established and evenly covered with health growth and leave in healthy condition completion.	362	nr	2,500.00	905,000.00
G	Eucaritus wind breaker; or other equal approved; well watered and maintained until properly established and evenly covered with health growth and leave in healthy condition completion	46	nr	3,500.00	161,000.00
	<i>Water Sprinklers and reinforced hose (provisional)</i>				
H	Supply and install water sprinklers for watering of landscaped areas complete with reinforced hose (250m long) to cover all landscaped areas.	10	nr	50,000.00	500,000.00
J	Supply and install 13mm diameter reinforced water hose connected to water sprinklers (measured separately) to cover all the landscaped areas.	365	m	1,800.00	657,000.00



S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>STREET LIGHTING</u> <u>(ALL PROVISIONAL)</u> <i>The requirements for perimeter lighting shall be strictly conform to the CIE publication No. 12; all equipment and fixtures shall be in accordance with the IEE and BS.</i> <i>Excavation; normal soil;</i>				
A	Foundation trench to receive cables, size 4 x 4mm ² armored cables (measured separately); width exceeding 0.30m; average depth 500mm; starting from ground level; complete with earthwork support, grading of bottoms, filling in, compaction and disposal of surplus soil	118	m	900.00	106,200.00
B	Pits for pad foundation; maximum depth not exceeding 1.00m starting from stripped level <u>Concrete Work</u> <i>In situ concrete</i> <i>Plain; grade 10;</i>	11	m ³	1,300.00	14,300.00
C	Beds as blinding; thickness not exceeding 100mm <i>Plain; grade 15;</i>	6	m ³	40,000.00	240,000.00
D	Foundations; exceeding 300mm <i>Formwork; Sawn;</i> <i>Foundation and beds</i>	6	m ³	54,000.00	324,000.00
E	Faces of isolated foundation; 250-500mm high <u>Solar Street Light</u>	56	m	1,500.00	84,000.00
F	A3-60watts, 9,600LM Integrated Solar Street Light with Installation poles not less than 6 Metres and Civil Works (Measured Separately) in Accordance with Engineering Specification (Felicity)	20	Nr	250,000.00	5,000,000.00



S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	STORM WATER DRAINAGE				
	<u>(Provisional)</u>				
	<u>Open Drain</u>				
A	Storm drain; size 750 x 900mm deep; 100mm thick reinforced concrete wall; reinforced with 12mm diameter high yield reinforcement bars at 250mm centres and 10mm diameter reinforcement bars at 200mm centres; 150mm thick reinforced concrete base; rendering inside in water proof cement mortar (1:3); including all necessary excavations; fillings; compacting and disposal of surplus excavated materials; covered with reinforced concrete slab.	409	m	62,000.00	25,358,000.00
B	Ditto but covered with 150mm concrete 1:2:4 reinforced 12mm diameter reinforcement bars at 150mm centres both ways.	66	m	68,000.00	4,488,000.00




S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	2 (TWO) SECURITY HOUSE				
	ELEMENT NO. 1 SUBSTRUCTURE				
	SUBSTRUCTURE (All Provisional)				
	<u>GROUND WORK</u>				
	<u>D20: EXCAVATION AND FILLING</u>				
	<u>Excavating</u>				
	Column pit				
A	2 m maximum depth; from 150 below existing ground level	4	m3	2 000.00	8,000.00
	Trenches exceeding 300 wide				
B	2 m maximum depth; from 150 below existing ground level	21	m3	2 000.00	42,000.00
	Surface treatment				
C	Level and compact bottom of excavations	95	m2	420.00	39,900.00
D	Dioldrex 20' or other equal and approved anti- termite treatment solution to sides and bottom of excavations	82	m2	150.00	12,300.00
	<u>Disposal of excavated material</u>				
E	On site	8	m3	300.00	2,400.00
	<u>Excavated material arising from excavations</u>				
	Backfilling to excavation:				
F	Average thickness exceeding, 0.25m	8	m3	425.00	3400.00
	Filling				
	Laterite				
	Selected excavated laterite material obtained offsite from borrow pits; filling to excavation; depositing in layers 150mm maximum thickness:				
G	Average thickness exceeding 250mm	3	m3	5,500.00	16,500.00

S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUBSTRUCTURE, CONT'D</u>				
	Filling				
	Hardcore				
	Hardcore to be obtained from off-site; filling to make up levels; depositing in layers				
A	Average thickness not exceeding 150mm	7	m3	7,500.00	52,500.00
	<u>E: IN-SITU CONCRETE</u>				
	<u>E10: MIXING/CASTING/CURING/IN-SITU CONCRETE</u>				
	<u>Reinforced in-situ concrete; BS 5328, designed mix C20, 20 aggregate, minimum cement content 310kg/m3; vibrated</u>				
	Column bases, stand				
B	generally	3	m3	58,000.00	174,000.00
	Foundation footing;				
	Plain in-situ concrete; BS 5328, ordinary prescribed mix C15P, 20mm aggregate				
C	Generally, 150- 300mm thick	7	m3	50,000.00	350,000.00
	Bed & steps				
D	Generally	4	m3	50,000.00	200,000.00
	<u>E20 FORMWORK FOR IN SITU CONCRETE</u>				
	Formwork; Sawn formwork:				
	Edges of bed & steps				
E	not exceeding 250 high	28	m	750.00	21,000.00
	Column base				
	Cross sectional area, 450mmx230mm	16	m	1,350.00	21,600.00
	Column stand				

S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SUBSTRUCTURE CONT'D				
	Reinforcement				
	<u>Reinforcement; High yield reinforcement to BS 4449 grade 410</u>				
	Column bases & column stand				
	Bars				
A	12mm nominal size	79	kg	680.00	53,720.00
B	10mm nominal size	20	kg	680.00	13,600.00
	J WATERPROOFING				
	Flexible Sheet Tanking/ Damp Proofing Membran				
	<u>Double layer flexible sheet tanking with 150mm side and end laps laid horizontally over 300mm wide on hardcore filling (Both measured separately)</u>				
C	Horizontal	24	m2	200.00	4,800.00
	MASONRY				
	F10: BLOCKWALLING				
	<u>Cellular concrete blockwork of superior quality, compressive strength exceeding 2.2 N/mm2 bedded and jointed in cement and sand (1: 3) mortar Walls; filled solid with in-situ concrete grade 15</u>				
D	230mm thick; stretcher bond	50	m2	6,500.00	325,000.00
	Substructure Carried to Collection				397,120.00
	COLLECTION				
	Substructure Page 6/39				84,500.00
	Substructure Page 7/39				984,700.00
	Substructure Page 8/39				397,120.00
	SUBSTRUCTURE CARRIED TO SUMMARY				

S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 2 FRAME</u>				
	<u>E10: MIXING/CASTING/CURING/IN-SITU CONCRETE</u>				
	<u>Reinforced in-situ concrete; BS 5328, designed mix C20, 20 aggregate, minimum cement content 310kg/m³; vibrated</u>				
	<u>Column</u>				
A	generally	1	m ³	58,000.00	58,000.00
	<u>Lintel, Deep beam & Roof beam</u>				
B	generally	4	m ³	58,000.00	232,000.00
	<u>E20: FORMWORK FOR IN-SITU CONCRETE</u>				
	<u>Sawn formwork to:</u>				
	<u>Beam, Column, Lintel; sides and soffit</u>				
C	Cross sectional area 230x230mm	8	m	690.00	5,520.00
	<u>Roof beam ; sides and soffit</u>				
D	size: 150 x 150mm regular shaped rectangle	39	m	450.00	17,550.00
	<u>E30: REINFORCEMENT FOR IN-SITU CONCRETE</u>				
	<u>Reinforcement bars; BS 4449, hot rolled deformed high yield steel (all provisional)</u>				
	<u>Straight and bent</u>				
E	12mm nominal size	70	kg	680.00	47,600.00
F	10mm nominal size	42	kg	680.00	28,560.00




S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 3 MASONRY</u>				
	<u>F10: BLOCKWALLING</u>				
	<u>Cellular concrete blockwork bedded and jointed in cement and sand (1: 4) mortar</u>				
	Walls;				
A	225mm thick; stretcher bond; regular	50	m2	5,500.00	275,000.00
					
MASONRY TO SUMMARY					275,000.00

S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 4 ROOF</u>				
	<u>ROOF</u>				
	<u>STRUCTURAL/CARCASSING METAL/TIMBER</u>				
	<u>G20: CARPENTRY/TIMBER FRAMING/FIRST FIXING</u>				
	<u>All hardwood are to be treated with solignum or approved anti-termite solution</u>				
	<u>Hardwood; wrot</u>				
	<u>50 x 100mm</u>				
A	King post	38	m	450.00	17,100.00
B	Tie beam	66	m	450.00	29,700.00
C	Rafter	88	m	450.00	39,600.00
	<u>50 x 100mm</u>				
D	Struts, ties and braces	28	m	450.00	12,600.00
	<u>50 x 75mm</u>				
E	Purlins	99	m	350.00	34,650.00
	<u>ROOF COVERING</u>				
	<u>H72:SHEET COVERINGS/FLASHINGS</u>				
	<u>0.77mm aluminium roofing sheet fixed to manufacture's specification</u>				
F	pitch, 30 degrees	44	m2	7,800.00	343,200.00
G	Extra over; 300mm trimmers	12	m	2,340.00	28,080.00



S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 5 WINDOWS AND DOORS				
	WINDOWS & DOORS				
	L11: ALUMINIUM WINDOWS				
	<u>Supply, assemble and fix powder coated Aluminium casement windows in coloured frame and 5mm tinted glass complete with flyscreen, laminated frame and locking handle with and including cutting and pinning lugs to blockwork or concrete and pointing in mastic</u>				
	<u>Casement windows</u>				
A	W1; overall size 900x1200 mm high	2	nr	48,600.00	97,200.00
B	W2; overall size 600 x 600mm high <u>Burclary proof</u>	1	nr	16,200.00	16,200.00
	<u>Mild steel burclary proof to architect details size:</u>				
C	W1; overall size 900x1200 mm high	2	nr	19,440.00	38,880.00
D	W2; overall size 600 x 600mm high	1	nr	6,480.00	6,480.00
	DOORS				
	<u>Supply and fix fabricated metal door complete with timber frame, architrave including ironmongery, locking handle, cutting and pinning lugs to blockwork or concrete and pointing in mastic</u>				
E	Single panel 900x 2100mm high (D2)	1	nr	55,000.00	55,000.00
F	Single panel 750x 2100mm high (D2)	1	nr	45,000.00	45,000.00



S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 6 WALL FINISHES</u>				
	<u>FINISHES</u>				
	Wall Finishes				
	15mm thick rough render; Cement and sand (1:3);				
	Wall:				
	Internally & externally				
A	over 300 wide; to concrete or blockwork	100	m2	1,200-00	120,000-00
B	not exceeding 300mm wide.	44	m	360-00	15,840-00
	Column				
C	cross sectional area ; 230x450mm	22	m	540-00	11,880-00
	<u>Wall Tiles</u>				
D	250x400x6mm Chiseled ceramic wall tiles	20	m2	4,200-00	84,000-00
					
	WALL FINISHES TO SUMMARY				

ELEMENT NO. 7 FLOOR FINISHES

Cement and Sand (1:3)

A 38mm thick cement and sand screeded bed

24

m2

1,600.00

38,400.00

Vitrified Tiles

B 400 x 400 x 12mm Chiseled vitrified tiles to slopes not exceeding 15 degrees from horizontal: to concrete

24

m2

4,500.00

108,000.00

Ceramic Tiles

C 400 x 400 x 8mm Chiseled ceramic tiles to slopes not exceeding 15 degrees from horizontal: to wall and floor in toilet

21

m2

4,500.00

94,500.00

Skirting

D 100mm high chiseled vitrified tiles including cement

34

m

450.00

15,300.00



FLOOR FINISHES TO SUMMARY

256,200.00

ELEMENT NO. 8 CEILING FINISHES

Ceiling Finishes

POP ceiling:

- A 12mm thick Gypsum plaster boards fixed to hardwood noggins (m/s)
- B Ditto pop cornices

24

45

m2

m

6,500.00

2,600.00

156,000.00

117,000.00



CEILING FINISHES TO SUMMARY

273,000.00

ELEMENT NO. 9 PAINTING AND DECORATION

Painting render: prime and apply two full finishing coats of emulsion paint (DULUX);

General surfaces: over 300mm girth Internally & externally

A over 300 wide; to concrete or blockwork

100 m2

900.00

90,000.00

B not exceeding 300mm wide.

22 m

270.00

5,940.00

Column

C cross sectional area ; 230x4500mm

24 m

405.00

9,720.00



**ELEMENT NO. 10 MECHANICAL
INSTALLATION**

N13: Sanitary Appliances

"Twyford" or other approved sanitary fittings
improved colour including assembling all
component parts, and making all necessary
watertight joints in accordance with the
manufacturer's instructions, cleaning and leaving
in mechanical working order on completion

A	Water closet	1	nr	56,000.00	56,000.00
B	Wash hand basin	1	nr	12,000.00	12,000.00
C	Floor drain	1	nr	2,500.00	2,500.00
	Pipework				
D	Pipework complete with accessories		sum		30,000.00
E	Inspection chamber 600x 600mm	1	Nr	25,000.00	25,000.00
F	Soakaway pit 2250x900mm	1	Nr	250,000.00	250,000.00
G	Builder's work associated with mechanical installation		sum		18,000.00



ELEMENT NO. 11 ELECTRICAL
INSTALLATION

A Allow a provisional Sum of N200,000.00 for electrical
installation for security post.

sum

200,000.00



SUMMARY

ELEMENTS

ELEMENT NR. 1: SUBSTRUCTURE	1,466,320.00
ELEMENT NR. 2: FRAME	389,230.00
ELEMENT NR. 3: EXTERNAL AND INTERNAL WALLS	
ELEMENT NR. 4: ROOF	270,000.00
ELEMENT NR. 5: WINDOWS AND DOORS	504,930.00
ELEMENT NR. 6: WALL FINISHES	258,760.00
ELEMENT NR. 7: FLOOR FINISHES	231,720.00
ELEMENT NR. 8: CEILING FINISHES	256,200.00
ELEMENT NR. 9: PAINTING AND DECORATING	273,000.00
ELEMENT NR. 10: PLUMBING AND MECHANICAL INSTALLATIONS	105,660.00
ELEMENT NR. 11: ELECTRICAL INSTALLATIONS	343,500.00
1 (ONE) SECURITY HOUSE	200,000.00
	<u>4,304,320.00</u>



X

2

GENERATOR HOUSE
ELEMENT NO. 1 SUBSTRUCTURE
(ALL PROVISIONAL)

SUBSTRUCTURE (All Provisional)

GROUND WORK

D20: EXCAVATION AND FILLING

Excavating

Column pit

A 2 m maximum depth; from 150 below existing ground level

4

m3

1,300.00 5,200.00

Trenches exceeding 300 wide

B 2 m maximum depth; from 150 below existing ground level

21

m3

1,300.00 27,300.00

Surface treatment

C Level and compact bottom of excavations

95

m2

200.00 19,000.00

D Dioldrex 20' or other equal and approved anti- termite treatment solution to sides and bottom of excavations

82

m2

150.00 12,300.00

Disposal of excavated material

E On site

8

m3

300.00 2,400.00

Excavated material arising from excavations

Backfilling to excavation:

F Average thickness exceeding, 0.25m

6

m3

300.00 1,800.00

Filling

Laterite

Selected excavated laterite material obtained offsite from borrow pits; filling to excavation; depositing in layers 150mm maximum thickness;

G Average thickness exceeding 250mm

3

m3

5,500.00 16,500.00

SUBSTRUCTURE CONT'D

Filling

Hardcore

Hardcore to be obtained from off-site; filling to make up levels; depositing in layers

A Average thickness not exceeding 150mm

7

m3

7,500.00

52,500.00

E: IN-SITU CONCRETE

E10: MIXING/CASTING/CURING/IN-SITU CONCRETE

Reinforced in-situ concrete; BS 5328, designed mix C20, 20 aggregate, minimum cement content 310kg/m³; vibrated

Column bases, stand

B generally

3

m3

58,000.00

174,000.00

Foundation footing;

Plain in-situ concrete; BS 5328, ordinary prescribed mix C15P, 20mm aggregate

C Generally, 150- 300mm thick

7

m3

50,000.00

350,000.00

Bed & steps

D Generally

4

m3

50,000.00

200,000.00

E20 FORMWORK FOR IN SITU CONCRETE

Formwork; Sawn formwork;

Edges of bed & steps

E not exceeding 250 high

28

m

750.00

21,000.00

Column base

F Cross sectional area, 450mmx230mm

16

m

1,350.00

21,600.00

Column stand

SUBSTRUCTURE CONT'D

Reinforcement

Reinforcement; High yield reinforcement to BS 4449 grade 410

Column bases & column stand

Bars

A	12mm nominal size	79	kg	680-00	53,720-00
B	10mm nominal size	20	kg	680-00	13,600-00

J WATERPROOFING

Flexible Sheet Tanking/ Damp Proofing Membrane

Double layer flexible sheet tanking with 150mm side and end laps laid horizontally over 300mm wide on hardcore filling (Both measured separately)

C	Horizontal	24	m2	200-00	4,800-00
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MASONRY

F10: BLOCKWALLING

Cellular concrete blockwork of superior quality, compressive strength exceeding 2.2 N/mm2 bedded and jointed in cement and sand (1: 3) mortar Walls; filled solid with in-situ concrete grade 15

D	230mm thick; stretcher bond	50	m2	6,500-00	325,000-00
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Substructure Carried to Collection

COLLECTION

Substructure Page 20/39	84,500-00
Substructure Page 21/39	984,700-00
Substructure Page 22/39	397,120-00

SUBSTRUCTURE CARRIED TO SUMMARY

1,466,320-00

ELEMENT NO. 2 FRAME

E10: MIXING/CASTING/CURING/IN-SITU CONCRETE

Reinforced in-situ concrete; BS 5328, designed mix C20, 20 aggregate, minimum cement content 310kg/m³; vibrated

Column

A generally

1

m³

58,000.00

58,000.00

Lintel, Deep beam & Roof beam

B generally

4

m³

58,000.00

232,000.00

E20: FORMWORK FOR IN-SITU CONCRETE

Sawn formwork to:

Beam, Column, Lintel; sides and soffit

C Cross sectional area 230x230mm

8

m

690.00

5,520.00

Roof beam ; sides and soffit

D size; 150 x 150mm regular shaped rectangle

39

m

450.00

17,550.00

E30: REINFORCEMENT FOR IN-SITU CONCRETE

Reinforcement bars; BS 4449, hot rolled deformed high yield steel (all provisional)

Straight and bent

E 12mm nominal size

70

kg

680.00

47,600.00

F 10mm nominal size

42

kg

680.00

28,560.00



ELEMENT NO. 3 MASONRY

F10: BLOCKWALLING

Cellular concrete blockwork bedded and jointed in
cement and sand (1: 4) mortar

Walls;

A 225mm thick; stretcher bond; regular

50

m2

5,500.00

275,000.00



MASONRY TO SUMMARY

275,000.00

ELEMENT NO. 4 ROOF

ROOF

STRUCTURAL/CARCASSING METAL/TIMBER

G20: CARPENTRY/TIMBER FRAMING/FIRST FIXING

All hardwood are to be treated with solignum or approved anti-termite solution

Hardwood; wrot

50 x 100mm

A King post	38	m	450.00	17,100.00
B Tie beam	66	m	450.00	29,700.00
C Rafter	88	m	450.00	39,600.00
<u>50 x 100mm</u>				
D Struts, ties and braces	28	m	450.00	12,600.00
<u>50 x 75mm</u>				
E Purlins	99	m	350.00	34,650.00

ROOF COVERING

H72:SHEET COVERINGS/FLASHINGS

0.77mm aluminium roofing sheet fixed to manufacture's specification

F pitch, 30 degrees	44	m2	7,800.00	343,200.00
G Extra over; 300mm trimmers	12	m	2,340.00	28,080.00



ROOF TO SUMMARY

509,930.00

ELEMENT NO. 5 WINDOWS AND DOORS

WINDOWS & DOORS

L11: ALUMINIUM WINDOWS

Supply, assemble and fix powder coated Aluminium casement windows in coloured frame and 5mm tinted glass complete with flyscreen, laminated frame and locking handle with and including cutting and pinning lugs to blockwork or concrete and pointing in mastic

Sliding windows

A W1: overall size 1800x1200 mm high

4 nr 86,400.00 345,600.00

Burglary proof

Mild steel burglar proof to architect details size:

B W1: overall size 1800x1200 mm high

4 nr 38,880.00 155,520.00

DOORS

Supply and fix fabricated metal door complete with timber frame, architrave including ironmongery, locking handle, cutting and pinning lugs to blockwork or concrete and pointing in mastic

C Single panel 2400x 2100mm high (D2)

1 nr 120,000.00 120,000.00



WINDOWS AND DOORS CARRIED TO SUMMARY

626,120.00

FINISHES

Wall Finishes

15mm thick rough render; Cement and sand (1:3):

Wall:

Internally & externally

A over 300 wide; to concrete or blockwork

100 m2 1,200.00 120,000.00

B not exceeding 300mm wide.

44 m 360.00 15,840.00

Column

C cross sectional area ; 230x450mm

22 m 540.00 11,880.00

Wall Tiles

D 250x400x6mm Chiseled ceramic wall tiles

20 m2 4,200.00 84,000.00



WALL FINISHES TO SUMMARY

231,700.00

Cement and Sand (1:3)

A 38mm thick cement and sand screeded bed

24

m2

1600.00

38,400.00

Vitrified Tiles

B 400 x 400 x 12mm Chiseled vitrified tiles to slopes not exceeding 15 degrees from horizontal: to concrete

24

m2

4,500.00

108,000.00

Ceramic Tiles

C 400 x 400 x 8mm Chiseled ceramic tiles to slopes not exceeding 15 degrees from horizontal: to wall and floor in toilet

21

m2

4,500.00

94,500.00

Skirting

D 100mm high chiseled vitrified tiles including cement

34

m

450.00

15,300.00



FLOOR FINISHES TO SUMMARY

256,200.00

Ceiling Finishes

POP ceiling:

A 12mm thick Gypsum plaster boards fixed to hardwood noggins (m/s)	24	m ²	6,500.00	156,000.00
B Ditto pop cornices	45	m	2,600.00	117,000.00



CEILING FINISHES TO SUMMARY

273,000.00

ELEMENT NO. 9 PAINTING AND DECORATION

Painting render: prime and apply two full finishing coats of emulsion paint (DULUX);

General surfaces; over 300mm girth Internally & externally

A over 300 wide; to concrete or blockwork

100 m² 900.00 90,000.00

B not exceeding 300mm wide.

22 m 270.00 5,940.00

Column

C cross sectional area ; 230x450mm

24 m 405.00 9,720.00



**ELEMENT NO. 10 MECHANICAL
INSTALLATION**

N13: Sanitary Appliances

"Twyford "or other approved sanitary fittings,
improved colour including assembling all
component parts, and making all necessary
watertight joints in accordance with the
manufacturer's instructions, cleaning and leaving
in mechanical working order on completion.

A	Water closet	1	nr	56,000.00	
B	Wash hand basin	1	nr	12,000.00	
C	Floor drain	1	nr	2,500.00	
	Pipework				
D	Pipework complete with accessories		sum		40,000.00
E	Inspection chamber 600x 600mm	1	Nr	25,000.00	25,000.00
F	Soakaway pit 2250x900mm	1	Nr	200,000.00	200,000.00
G	Builder's work associated with mechanical installation		sum		20,000.00



ELEMENT NO. 11 ELECTRICAL
INSTALLATION

A Allow a provisional Sum of N200,000.00 for electrical
installation for security post.

sum

200,000.00



SUMMARY

ELEMENTS

ELEMENT NR. 1: SUBSTRUCTURE	1,466,320.00
ELEMENT NR. 2: FRAME	389,230.00
ELEMENT NR. 3: EXTERNAL AND INTERNAL WALLS	275,000.00
ELEMENT NR. 4: ROOF	504,930.00
ELEMENT NR. 5: WINDOWS AND DOORS	621,120.00
ELEMENT NR. 6: WALL FINISHES	231,720.00
ELEMENT NR. 7: FLOOR FINISHES	256,200.00
ELEMENT NR. 8: CEILING FINISHES	273,000.00
ELEMENT NR. 9: PAINTING AND DECORATING	105,660.00
ELEMENT NR. 10: PLUMBING AND MECHANICAL INSTALLATIONS	358,500.00
ELEMENT NR. 11: ELECTRICAL INSTALLATIONS	200,000.00



PERIMETER FENCE
SUBSTRUCTURE
GROUND WORK

D20: EXCAVATION AND FILLING

Excavating

Column Pit

A maximum depth not exceeding 1.50m; commencing surface 150mm below existing ground level

112 m3 1,300.00 145,600.00

Trenches exceeding 300 wide

B 2 m maximum depth; from 150 below existing ground level

171 m3 1,300.00 223,000.00

Backfilling of excavated materials

C Backfilling around foundation with material arising from excavation

113 m3 300.00 33,900.00

Column base

Plain in-situ concrete; BS 5328, ordinary prescribed mix C15P, 20mm aggregate

D Generally ; not exceeding 300mm thick

7 m3 50,000.00 350,000.00

Foundation footing;

Plain in-situ concrete; BS 5328, ordinary prescribed mix C15P, 20mm aggregate

E Generally, 150- 300mm thick bases

26 m3 50,000.00 1,300,000.00

F Generally, 150- 300mm thick footings

64 m3 50,000.00 3,200,000.00

F10: BLOCKWALLING

Cellular concrete blockwork of superior quality,
compressive strength exceeding 2.2 N/mm² bedded
and jointed in cement and sand (1: 3) mortar

Walls; filled solid with in-situ concrete grade 15

G 225mm thick; stretcher bond

357 m2 6,500.00 2,320,500.00

Substructure To summary

7,572,300.00

SUPERSTRUCTURE

FRAME

E10: INSITU CONCRETE

E10: MIXING/CASTING/CURING/IN-SITU CONCRETE

Reinforced in-situ concrete; BS 5328, designed mix C20, 12mm aggregate, minimum cement content 310kg/m³; vibrated

Column

A generally

17

m³

58,000.00

986,000.00

Coping

B generally

14

m³

58,000.00

812,000.00

E20: FORMWORK FOR IN-SITU CONCRETE

Sawn formwork to:

Isolated columns

C cross sectional area 450x450mm

420

m

1,350.00

567,000.00

Coping

D Sides and soffit of coping

336

m

150.00

50,400.00

E30 REINFORCEMENT FOR IN SITU CONCRETE

Reinforcement; High yield reinforcement to BS 4449-410; bar

E 8mm nominal size

553

kg

680.00

376,040.00

F 12mm nominal size

2,511

kg

680.00

1,707,480.00



<u>SUPERSTRUCTURE Contd</u>					
<u>MASONRY</u>					
<u>F10: BLOCKWALLING</u>					
<u>MASONRY</u>					
<u>F10: BLOCKWALLING</u>					
<u>Sanderete hollow blockwork bedded and jointed in cement and sand (1:4) mortar</u>					
<u>Walls;</u>					
A	230mm thick; stretcher bond; regular	882	m2	5,500-00	4,851,000-00
B	Metal razor wire fixed to concrete and blockwork and fastened to angle iron as specified.	420	m	3,800-00	1,596,000-00
<u>Main Entrance/Exit Gates</u>					
C	Steel entrance and exit gates to architect details size: 4200x2400mm	2	nr	350,000-00	700,000-00
D	Pedestrian entrance and exit gates to architect details size: 1200x2400mm	2	nr	98,000-00	196,000-00
<u>M20: PLASTERED/RENDERED/ROUGHCAST COATINGS</u>					
<u>WALL</u>					
<u>Cement and sand mortar (1:4); steel trowelled,</u>					
<u>15mm thick work to walls on concrete base or blockwork</u>					
E	width exceeding 300mm	1,764	m2	1,200-00	2,116,800-00
F	width not exceeding 300mm	546	m	360-00	196,560-00



SUPERSTRUCTURE Contd
M60: PAINTING/CLEAR FINISHINGS

Prepare and apply standard coats of emulsion

Cement rendered general surfaces

A girth exceeding 300mm , wall	1,764	m2	900-00	1,587,600-00
B isolated surfaces , girth not exceeding 230mm, reveals and the likes	546	m	405-00	221,130-00

Superstructure To Collection

Collections

Superstructure Page 35/39
 Superstructure Page 36/39
 Superstructure Page 37/39

1,808,730-00

~~4498920-00~~
 9,656,360-00
 1,808,730-00



PERIMETER FENCE
SUMMARY

SUBSTRUCTURE

SUPERSTRUCTURE

7,572,300.00

15,964,010.00



S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>EXTERNAL WORKS</u>				
	<u>SUMMARY</u>				
	<u>ELEMENTS</u>				38,616,250.00
	DRIVES AND PARKING				1,573,300.00
	PEDESTRIAN				9,829,800.00
	LANDSCAPING				5,768,500.00
	STREET LIGHTING				29,846,000.00
	STORM WATER				8,608,640.00
	SECURITY HOUSE				4,678,680.00
	GENERATOR HOUSE				
	PERIMETER FENCE				
	EXTERNAL WORKS TO GENERAL SUMMARY				122,457,480.00
	<u>GENERAL SUMMARY</u>				
	<u>BILL NR 1: PRELIMINARIES AND GENERAL CLAUSES</u>				
	<u>BILL NR 2: EXTERNAL WORKS</u>				
	<u>CONTINGENCIES</u>				
	Allow a provisional sum of N1,000,000.00 (One Million Naira) only for the contingencies to be expended as directed				1,000,000.00
	SUB-TOTAL 2				125,997,480.00
	<u>ADD: VAT 7.5%</u>				9,449,811.00

