

BSU/VC/PERS/322

30th November, 2022

The Managing Director,
Nebtas Global Business Nig. Limited,
No. 62, old Otukpo Road H/L,
Makurdi.

Dear Sir:

LETTER OF CONTRACT AWARD

**Project Title: CONSTRUCTION OF 2NO. SEMI-DETACHED THREE (3) PROTOTYPE 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 Construction of 2No. Semi-Detached Three (3) Prototype at CEFTER Factories to the tune of **Two Hundred and Seventy One Million One Hundred and Twenty Three Thousand Nine Hundred and Eighty Seven-naira (N271,123,987.50) Fifty Kobo only** for Thirty (30) weeks.

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

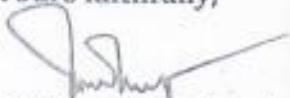
- a) that you agree to the appropriate tax deductions being made on the value of the contract as per existing regulations in the University relating to the subject;
- b) you will be entitled to a mobilization fee after due submission of an acceptable Advance Payment Guarantee.

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.

**BENUE STATE UNIVERSITY
MAKURDI**



Articles of Agreement

&

STANDARD FORM OF CONTRACT

**CONSTRUCTION OF 2 NO. SEMI-DETACHED THREE (3)
PROTOTYPE FACTORIES**

Contract No.....

Contractor: Nebtas Global Business Nig. Ltd.

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

NEBTAS GLOBAL BUSINESS NIG. Ltd of No. 1 Inikpi Street, High Level Makurdi, Benue State. (Hereinafter referred to as "The Contractor") which term shall include its successors and assigns on the other part.

WHEREAS:

1. The Contractor is a Construction/works contractor located at No. 1, Inikpi Street, High Level, Makurdi Benue State.
2. The Client is desirous of engaging the Contractor for the Construction of two (2) numbers Semi-Detached three (3) Prototype Factories.
3. The Contractor has undertaken to carry out the works in (2) above for the Client using its expertise experience in the business of construction.

IN WITNESS WHERE OF, the Client has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered by the within-named Client represented by:

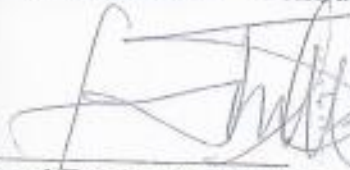

Dr. Mrs. Mfaga Modom
Registrar
Benue State University,
Makurdi



In the Presence of:

Name: James Adem Cwz.
Address: Benue State University
Occupation: Administration
Signature: [Handwritten Signature]

Signed, Sealed and Delivered by the within-named Contractor represented by:


Aernyi Benjamin Tersen
Project Manager
Nebtas Global Business Nig. Ltd.



In the Presence of:

Name: Ato Sunday
Address: Nebtas Global
Occupation: Site Superintendent
Signature: [Handwritten Signature]

General Conditions of Contract

A. General

1. Definitions

- 1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) The **Adjudicator** is the person appointed jointly by Benue State University and the Contractor to resolve disputes in the first instance, as provided for in GCC Sub-Clause 82.2.
 - (b) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.
 - (c) **Compensation Events** are those defined in GCC Clause 64.
 - (d) **Completion Certificate** means the Certificate issued by the Consultant as evidence that the Contractor has executed the Works in all respects as per drawing, specifications and Conditions of Contract.
 - (e) The **Completion Date** is the date of completion of the Works as certified by the Consultant, in accordance with GCC Clause 74.
 - (f) **Contract Agreement** means the Agreement entered into between Benue State University and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein to execute, complete, and maintain the Works.
 - (g) **Contract Documents** means the documents listed in GCC Clause 5, including any amendments thereto.
 - (h) **Contractor** means the natural person, private or government enterprise, or a combination of the above, whose Tender to carry out the Works has been accepted by Benue State University and is named as such in the SCC and the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
 - (i) **Contract Price** means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, for the execution, completion and maintenance of the Works in accordance with the provisions of the Contract.
 - (j) The **Contractor's Tender** is the completed Tender Document including the priced offer submitted by the Contractor to the Employer.
 - (k) **Day** means calendar day.
 - (l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
 - (m) A **Defect** is any part of the Works not completed in accordance with the Contract.
 - (n) The **Defects Correction Certificate** is the certificate issued by

Consultant upon correction of defects by the Contractor.

- (o) The **Defects Liability Period** is the period named in the SCC and calculated from the Completion Date.
- (p) **Drawings** include calculations and other information provided in Section 9 or approved by the Consultant for the execution and completion of the Contract.
- (q) Benue State University is the party named in the SCC who employs the Contractor to carry out the Works.
- (r) The **Consultant** is the person named in the SCC (or any other competent person appointed by Benue State University and notified to the Contractor) who is responsible for supervising the execution and completion of the Works and administering the Contract.
- (s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) **GCC** mean the General Conditions of Contract.
- (u) **Government** means the Government of the People's Republic of Nigeria.
- (v) The **Initial Contract Price** is the Contract Price listed in the Employer's Notification of Award.
- (w) The **Intended Completion Date** is the date specified in the SCC on which the Contractor shall complete the Works and may be revised if extension of time or an acceleration order is issued by the Consultant.
- (x) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (y) **Month** means calendar month.
- (z) **SCC** means the Special Conditions of Contract.
- (aa) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (ab) **Procuring Entity** is the Government's Entity that procures and administers the contract. The Procuring Entity may be the same legal person as Benue State University but if it is not, Benue State University is the party to the contract.
- (ac) The **Site** is the area defined as such in the SCC.
- (ad) **Site Investigation Reports** are those that were included in the Tender Document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (ae) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Consultant.
- (af) The **Start Date** is the date given in the SCC and it is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

entity, or a combination of the above, including its legal successors or permitted assigns, who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

- (ah) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (ai) A **Variation** is an instruction given by the Consultant that varies the Works.
- (aj) The **Works** are what the Contract requires the Contractor to construct, install, and hand over to the Employer, as defined in the SCC.
- (ak) **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 GCC Sub-Clause 5.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices

- 3.1 The Government requires that Employers, as well as Contractors 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, Benue State University shall
- (a) Exclude the Contractor from participation in the procurement proceedings concerned or reject a proposal for award; and
 - (b) Declare a Contractor ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;
 - (c) If it at any time determines that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public fund.
- 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind referred to in GCC Sub-Clause 3.4 come to the knowledge of the Employer, it shall, in the first place, allow the Contractor 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 thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Contractor concerned. Any communications between the Contractor and Benue State University related to matters of alleged corrupt, fraudulent, collusive or coercive practices 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 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 proceedings or the execution of a Contract to the detriment of the Employer,
- (c) "collusive practice" means a scheme or arrangement among two or more Tenderers with or without the knowledge of Benue State University (prior to or after proposal submission) designed to establish Tender prices at artificial, non-competitive levels and to deprive Benue State University 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.
- (e) obstructive practice which means
 - i. Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede relevant authorities' investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - ii. Acts intended to materially impede the exercise of the relevant authorities' inspection and audit rights provided for under par. 3.2 (c) above.

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.

3.6 The Contractor shall permit Benue State University to inspect the Contractor's accounts and records and other documents relating to the submission of tender and contract performance, and to have them audited by auditors appointed by the Employer, if so required.

4. Interpretation

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

4.2 Entire Agreement

- (a) The Contract constitutes the entire agreement between Benue State University and the Contractor 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 Non-waiver

- (a) Subject to GCC Sub-Clause 4.3(b), 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.

4.4 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.

4.5 Sectional completion

- (a) If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

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 signed Contract Agreement;
- (b) The letter of Notification of Award (and Letter of Acceptance);
- (c) The completed Tender Submission Sheet as submitted by the Tenderer;
- (d) The priced Bill of Quantities as submitted by the Tenderer;
- (e) The Special Conditions of Contract;
- (f) The General Conditions of Contract;
- (g) The Particular and General Specifications;
- (h) The Drawings, and;
- (i) Any other document listed in the SCC as forming part of the Contract.

- 6. Eligibility**
- 6.1 The Contractor and its Sub-Contractors shall have the nationality of a country other than any specified in the SCC.
- 6.2 All materials, equipment, plant, and supplies used by the Contractor in both permanent and temporary works and services supplied under the Contract shall have their origin in any country 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 by the Contractor and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language, provided they 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 Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 8. Governing Law**
- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Federal Republic of Nigeria.
- 9. Gratuities / Agency fees**
- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the Contract, shall be given or received in connection with the procurement process or in the Contract execution.
- 10. Joint Venture, (JV)**
- 10.1 If the Contractor is a joint venture, all of the parties shall be jointly and severally liable to Benue State University for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture, shall not be altered without the prior consent of the Employer.
- 11. Confidential Information**
- 11.1 Benue State University and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub-Contractor such documents, data, and other information it receives from Benue State University to the extent required for the Sub-Contractor to perform its work under the Contract, in which event the Contractor shall obtain from such Sub-Contractor an undertaking of confidentiality similar to that imposed on the Contractor under GCC Clause 11.
- 11.2 Benue State University shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from Benue State University for any purpose other than the design, construction, or other work and services required for the performance of the Contract.

- 11.3 The obligation of a party under GCC Sub-Clauses 11.1 and 11.2 above, however, shall not apply to information that:
- a) Benue State University or Contractor needs to share with institutions participating in the financing of the Contract;
 - b) Now or hereafter enters the public domain through no fault of that party;
 - c) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 11.4 The above provisions of GCC Clause 11 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Works or any part thereof.
- 11.5 The provisions of GCC Clause 11 shall survive completion or termination, for whatever reason.
- 12. Communications and Notices**
- 12.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address specified in the SCC.
- 12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 12.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
- 13. Copyright**
- 13.1 The copyright in all drawings, documents, and other materials containing data and information furnished to Benue State University by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to Benue State University directly or through the Contractor by any third party, including Construction/works contractors of materials, the copyright in such materials shall remain vested in such third party.
- 14. Assignment**
- 14.1 The Contractor shall not assign, in whole or in part, its obligations under the Contract, except with the Employer's prior written consent.
- 15. Sub-Contracting**
- 15.1 The Contractor shall obtain approval of Benue State University in writing of all Sub-Contracts to be awarded under the Contract if not already specified in the Tender. Sub-Contracting shall in no event relieve the Contractor from any of its obligations, duties, responsibilities, or liability under the Contract.
- 15.2 Sub-Contractors shall comply with the provisions of GCC Clause 3.
- 16. Other Contractors**
- 16.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, the Consultant and Benue State University between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. Benue State University may modify the Schedule of Other Contractors, and shall notify the Contractor of any such

modification.

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| 17. Contractor's Responsibilities | 17.1 The Contractor shall execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract Agreement. |
| 18. Employer's Responsibilities | 18.1 Benue State University shall pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract Agreement.

18.2 Benue State University shall make its best effort to assist the Contractor in obtaining, if required, any permit, licence, and approvals from local public authorities. |
| 19. Scope of Works | 19.1 The Works to be executed, completed and maintained shall be as specified in the Bill of Quantities, the General and Particular Specifications and Drawings.

19.2 Unless otherwise stipulated in the Contract, the Works shall include all such items not specifically mentioned in the Contract, but that can be reasonably inferred from the Contract as being required for completion of the Works as if such items were expressly mentioned in the Contract. |
| 20. Contract Price | 20.1 The Contract Price shall be as specified in the Contract Agreement, subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract. Two hundred and Seventy-one Million, Seven hundred and Twenty-three thousand, Nine Hundred and Eighty-seven Naira, Fifty Kobo (N271,723,987.50) only for twenty-six (26) weeks |
| 21. Consultant's Decisions | 21.1 Except where otherwise specifically stated in the SCC, the Consultant will decide Contractual matters between Benue State University and the Contractor in its role as representative of the Employer. |
| 22. Queries about the Contract conditions | 22.1 The Consultant will clarify queries on the Conditions of Contract. |
| 23. Delegation | 23.1 The Consultant may delegate any of his duties and responsibilities to his representative except to the Adjudicator, after notifying the Contractor, and may cancel any delegation, without retroactivity, after notifying the Contractor.

23.2 Any communications to the Contractor in accordance with such delegation shall have the same effect as if it was given by the Consultant. |
| 24. Contractor's Personnel | 24.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule or other personnel approved by the Consultant. |

- 24.2 The Consultant will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
- 24.3 If the Consultant asks the Contractor to remove a person who is a member of the Contractor's staff or work force from the Site, he shall state the reasons, and the Contractor shall ensure that the person leaves the Site within three (3) days and has no further connection with the work in the Contract.
- 25. Approval of the Contractor's Temporary Works**
- 25.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Consultant, who is to approve them, if they comply with the Specifications and Drawings.
- 25.2 The Contractor shall be responsible for design of Temporary Works.
- 25.3 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Consultant before their use.
- 25.4 The Consultant's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 25.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required
- 26. Instructions**
- 26.1 The Contractor shall carry out all instructions of the Consultant that comply with the applicable laws where the Site is located.
- 27. Site Investigation Reports**
- 27.1 The Contractor, in preparing the Tender, shall rely on any Site Investigation Reports referred to in the SCC, supplemented by any information available to the Tenderer.
- 28. Possession of the Site**
- 28.1 Benue State University shall give possession of the Site, or parts of the Site, to the Contractor on the date(s) stated in the SCC. If possession of a part is not given by the date stated in the SCC, Benue State University will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.
- 29. Access to the Site**
- 29.1 The Contractor shall allow the Consultant and any person authorised by the Consultant access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 30. Safety, Security and Protection of the Environment**
- 30.1 The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein:
- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site and the Works in an orderly state;
 - (b) provide and maintain at the Contractor's own cost all lights, guards, fencing, warning signs and watching for the protection of the Works or for the safety on-site, and
 - (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the

public or others resulting from pollution, noise or other causes arising as a consequence of the Contractors methods of operation.

- 31. Discoveries** 31.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Consultant of such discoveries and carry out the Consultant's instructions for dealing with them.
- 32. Welfare of Labour** 32.1 The Contractor shall provide proper accommodation to his labourers and arrange proper water supply, conservancy and sanitation arrangements at the site in accordance with relevant regulations, rules and orders of the government.
- 32.2 The Contractor shall pay reasonable wages to his labourers, and pay them in time. [In the event of delay in payment Benue State University may effect payments to the labourers and recover the cost from the Contractor.]
- 33. Minimum Wage** 33.1 The Contractor shall comply with the applicable minimum age labour laws and requirements of (including applicable treaties which have been ratified by) the Government of Nigeria.
- 34. No Work on holidays** 34.1 The Contractor shall not perform any work on the Site on Sundays, or on any religious or public holiday, without the prior written approval of the Consultant.
- 35. Employer's and Contractor's Risks** 35.1 Benue State University carries the risks that the Contract states are Employer's risks and the Contractor carries the risks that the Contract states are Contractor's risks.
- 36. Employer's Risks** 36.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) Use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) Negligence, breach of statutory duty, or interference with any legal right by Benue State University or by any person employed by or Contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of Benue State University or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

- 36.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk, except loss or damage due to:
- (a) A Defect which existed on the Completion Date;
 - (b) An event occurring before the Completion Date, which was not itself an Employer's risk; or
 - (c) The activities of the Contractor on the Site after the Completion Date.
- 37. Contractor's Risks** 37.1 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 38. Insurance** 38.1 The Contractor shall provide, in the joint names of Benue State University and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:
- (a) Loss of or damage to the Works, Plant, and Materials;
 - (b) Loss of or damage to Equipment;
 - (c) Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) Personal injury or death.
- 38.2 The Contractor shall deliver policies and certificates of insurance to the Consultant, for the Consultant's approval, before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 38.3 If the Contractor does not provide any of the policies and certificates required, Benue State University may affect the insurance which the Contractor should have provided and recover the premiums Benue State University has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 38.4 Alterations to the terms of insurance shall not be made without the approval of the Consultant.
- 38.5 Both parties shall comply with conditions of the insurance policies.
- 39. Taxes and Duties** 39.1 The Contractor shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed outside and inside Nigeria.
- 40. Limitation of Liability** 40.1 Except in cases of criminal negligence or wilful misconduct:
- (a) the Contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of or damage to property, or any other loss or damage.

costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to Benue State University and

- (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Works, or to any obligation of the Contractor to indemnify Benue State University with respect to patent infringement

- 41. Force Majeure**
- 41.1 The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
 - 41.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of Benue State University in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
 - 41.3 If a Force Majeure situation arises, the Contractor shall promptly notify Benue State University in writing of such condition and the cause thereof. Unless otherwise directed by Benue State University in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

B. Time Control

- 42. The Works to Be Completed by the Intended Completion Date**
- 42.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Consultant, and complete them by the Intended Completion Date.
- 43. Programme of Works**
- 43.1 Within the time stated in the SCC, the Contractor shall submit to the Consultant for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works. The programme may be in the form of an Implementation Schedule prepared in Microsoft Project or in any other software programme acceptable by the Employer.
 - 43.2 The Contractor shall submit to the Consultant for approval an updated Programme at intervals no longer than the period stated in the SCC. An update of the Programme shall be a Programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

- 43.3 If the Contractor does not submit an updated Programme at the intervals stated in the SCC, the Consultant may withhold an amount as stated in the SCC from the next payment certificate and continue to withhold this amount until the next due payment after the date on which the overdue Programme has been submitted.
- 43.4 The Consultant's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Consultant again at any time. A revised Programme shall show the effect of Variations and Compensation Events.
- 44. Pro Rata Progress**
- 44.1 The Contractor shall maintain Pro Rata progress of the works. Progress to be achieved shall be pursuant to GCC Sub-Clause 43.1 and shall be determined in terms of the value of the works done
- 45. Early Warning**
- 45.1 If at any time during performance of the Contract, the Contractor or its Subcontractors should encounter events, circumstances and conditions that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works, the Contractor shall promptly notify the Consultant in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Consultant shall evaluate the situation, and the Contractor shall cooperate with the Consultant in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced. The Consultant may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The Contractor shall provide the estimate as soon as reasonably possible.
- 46. Extension of the Intended Completion Date**
- 46.1 The Consultant shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost. The Consultant shall notify the Contractor accordingly, with a copy to the Employer.
- 46.2 The Consultant shall decide whether and by how much to extend the Intended Completion Date within twenty-one (21) days of the Contractor asking the Consultant for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 46.3 Except in case of Force Majeure, as provided under GCC Clause 41, a delay by the Contractor in the performance of its Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 68, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 46.2.

- 46.4 If the Contractor fails to complete the Works by the Intended Completion Date, as extended by the Consultant as the case may be, the Contractor shall be liable to pay liquidated damages to the Employer, in accordance with GCC, Sub-Clause 68.1.
- 47. Acceleration**
- 47.1 When Benue State University wants the Contractor to finish before the Intended Completion Date, the Consultant will obtain priced proposals for achieving the necessary acceleration from the Contractor. If Benue State University accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both Benue State University and the Contractor.
- 47.2 If Benue State University accepts the Contractor's priced proposals for acceleration, they are incorporated in the Contract Price and treated as a Variation.
- 48. Delays Ordered by the Consultant**
- 48.1 The Consultant may instruct the Contractor to delay the start or progress of any activity within the Works.
- 49. Management Meetings**
- 49.1 Either the Consultant or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 49.2 The Consultant shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Consultant either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

C. Quality Control

- 50. Contractor to Construct the Works**
- 50.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings as scheduled in GCC Sub-Clause 5.1.
- 51. Works open to Inspection**
- 51.1 All works under the Contract shall at all times be open to inspection and supervision of the Consultant, and the Contractor shall ensure presence of its representatives at such inspections provided proper advance notice is given by the Consultant.
- 52. Identifying Defects**
- 52.1 The Consultant shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Consultant may instruct the Contractor to search for a Defect and to uncover and test any work that the Consultant considers may have a Defect.
- 53. Tests**
- 53.1 If the Consultant instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

- 54. Examination of Work before covering up** 54.1 No part of the Works shall be covered up or put out of view without the approval of the Consultant. The Contractor shall give notice in writing to the Consultant whenever any such part of the Works is ready for examination and the Consultant shall attend to such examination without unreasonable delay.
- 55. Correction of Defects** 55.1 The Consultant shall give notice to the Contractor, with a copy to the Employer, of any Defects before the end of the Defects Liability Period¹, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 55.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Consultant's notice.
- 56. Uncorrected Defects** 56.1 If the Contractor has not corrected a Defect within the time specified in the Consultant's notice, the Consultant will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

- 57. Bill of Quantities** 57.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 57.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 58. Changes in the Quantities** 58.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than twenty-five percent (25%), provided the change exceeds one percent (1%) of the Initial Contract Price, the Consultant shall adjust the rate to allow for the change.
- 58.2 The Consultant shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than fifteen percent (15%), except with the prior approval of the Employer.
- 58.3 If requested by the Consultant, the Contractor shall provide the Consultant with a detailed cost breakdown of any rate in the Bill of Quantities.
- 59. Variations** 59.1 All Variations shall be included in updated Programmes produced by the Contractor.
- 60. Payments for Variations** 60.1 The Contractor shall provide the Consultant with a quotation for carrying out the Variation when requested to do so by the Consultant. The Consultant shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Consultant and before the Variation is ordered.

60.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Consultant, the quantity of work above the limit stated in GCC Sub-Clause 58.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

60.3 If the Contractor's quotation is found to be unreasonable, the Consultant may order the Variation and make a change to the Contract Price, which shall be based on the Consultant's own forecast of the effects of the Variation on the Contractor's costs.

60.4 If the Consultant decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

60.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

61. Cash Flow Forecasts

61.1 When the Programme is updated, the Contractor shall provide the Consultant with an updated cash flow forecast.

62. Payment Certificates

62.1 The Contractor shall submit to the Consultant monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

62.2 The Consultant shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

62.3 The value of work executed shall be determined by the Consultant.

62.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

62.5 The value of work executed shall include the valuation of Variations, Certified Dayworks and Compensation Events.

62.6 The Consultant may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

63. Payments

63.1 Payments shall be adjusted for deductions for advance payments and retention. Benue State University shall pay the Contractor the amounts certified by the Consultant within twenty-eight (28) days of the date of each certificate. If Benue State University makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing established in Nigeria.

63.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator, or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

63.3 Items of the Works for which no rate or price has been entered in will not be paid for by Benue State University and shall be deemed covered by other rates and prices in the Contract.

64. Compensation Events

64.1 The following shall be Compensation Events:

- (a) Benue State University does not give access to the Site or part of the Site by the Site Possession Date stated in the SCC.
- (b) Benue State University modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Consultant orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Consultant instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Consultant unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Consultant gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other Contractors, public authorities, utilities, or Benue State University do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Consultant unreasonably delays issuing a Certificate of Completion.
- (l) A situation of Force Majeure has occurred, as defined in GCC Clause 41;
- (m) Other Compensation Events described in the SCC or determined by the Consultant shall apply.

64.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Consultant shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

64.3 As soon as the Contractor has provided information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost, the Consultant shall assess it, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Consultant shall adjust the Contract Price based on the Consultant's own forecast. The Consultant will assume that the Contractor will react competently and promptly to the event.

64.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Consultant.

65. Change in Laws and Regulations

65.1 Unless otherwise specified in the Contract, if between the date twenty-eight (28) days before the submission of Tenders for the Contract and the date of the last Completion certificate, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nigeria (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Completion Date and/or the Contract Price, then such Completion Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.

65.2 The Consultant shall adjust the Contract Price on the basis of the change in the amount of taxes, duties, and other levies payable by the Contractor, provided such changes have not already been accounted for in the price adjustment as defined in GCC Clause 66 and/or reflected in the Contract Price.

66. Price Adjustment

66.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts as certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amount. The formula indicated below applies:

$$P = A + B (I_m/I_o)$$

where:

P is the adjustment factor

A and B are coefficients² specified in the SCC, representing the nonadjustable and adjustable portions, respectively, of the Contract; and

I_m is the index prevailing at the end of the month being invoiced and I_o is the index prevailing twenty-eight (28) days before Tender opening.

The index to be used is as published by the [Nigeria Bureau of Standards] on a month basis.

66.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

67. Retention

67.1 Benue State University shall retain² from each payment due to the Contractor the proportion stated in the SCC until completion of the whole of the Works.

67.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor, the remaining half shall be repaid when the Defects Liability Period has passed and the Consultant has certified that all Defects notified by the Consultant to the Contractor before the end of this period have been corrected.

67.3 On completion of the whole of the Works, the Contractor may substitute retention money with an unconditional Bank Guarantee.

68. Liquidated Damages

68.1 The Contractor shall pay liquidated damages to Benue State University at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Benue State University may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

68.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Consultant shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 63.1.

² The sum of the two coefficients A and B should be 1 (one) in the formula.

- 69. Bonus** 69.1 The Contractor shall be paid a Bonus⁴ calculated at the rate per calendar day if stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Consultant shall certify that the Works are complete, although they may not be due to be complete.
- 70. Advance Payment** 70.1 If so specified in the SCC, Benue State University shall make advance payment to the Contractor in the amounts and by the dates stated in the SCC against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to Benue State University in an amount equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
- 70.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Consultant.
- 70.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis as stated in the SCC. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
- 71. Performance Security** 71.1 Benue State University may claim against the security if any of the following events occurs for fourteen (14) days or more.
- (a) The Contractor is in breach of the Contract and Benue State University has notified him that he is; and
- 71.2 The Performance Security shall be discharged by Benue State University and returned to the Contractor.
- 72. Dayworks** 72.1 If applicable, the Dayworks rates in the Contractor's Tender shall be used for small additional amounts of work only when the Consultant has given written instructions in advance for additional work to be paid for in that way.
- 72.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Consultant. Each completed form shall be verified and signed by the Consultant within two (2) days of the work being done.
- 72.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms

- 73. Cost of Repairs** 73.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

Completion of the Contract

- 74. Completion** 74.1 The Contractor shall request the Consultant to issue a certificate of Completion of the Works, and the Consultant will do so upon deciding that the work is completed.
- 75. Taking Over** 75.1 Benue State University shall take over the Site and the Works within seven (7) days of the Consultant issuing a Certificate of Completion.
- 76. Final Account** 76.1 The Contractor shall supply the Consultant with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Consultant shall issue a Defects Correction Certificate and certify any final payment that is due to the Contractor within fifty-six (56) days of receiving the Contractor's account if it is correct and complete. If it is not, the Consultant shall issue within fifty-six (56) days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Consultant shall decide on the amount payable to the Contractor and issue a payment certificate.
- 77. As-built Drawings and Manuals** 77.1 If "As Built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.
- 77.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC, or they do not receive the Consultant's approval, the Consultant shall withhold the amount stated in the SCC from payments due to the Contractor.

Termination and Settlement of Disputes

78. Termination

78.1 Termination for Default

- (a) Benue State University or the Contractor, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract
- (b) Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
 - (i) The Contractor stops work for twenty-eight (28) days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Consultant;
 - (ii) The Consultant instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty-eight (28) days;
 - (iii) The Consultant gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Consultant;
 - (iv) The Contractor does not maintain a Security, which is required;
 - (v) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC;
 - (vi) The Contractor, in the judgment of Benue State University has engaged in corrupt or fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract; and
 - (vii) A payment certified by the Consultant is not paid by Benue State University to the Contractor within seventy two (72) days of the date of the Consultant's certificate.

78.2 Termination for Insolvency.

Benue State University and the Contractor may at any time terminate the Contract by giving notice to the other party if either of the party becomes bankrupt or otherwise insolvent. 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.

78.3 Termination for Convenience.

The Employer, by notice sent to the Contractor, may 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 Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

78.4 In the event Benue State University terminates the Contract in whole or in part, Benue State University shall accept the portion of the Works that are complete and ready for handing over after the Contractor's receipt of notice of termination at the Contract. For the remaining portion of the Works, Benue State University may elect:

- (a) To have any portion completed by the Contractor at the Contract terms and prices; and /or
- (b) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Works and for materials and parts previously procured by the Contractor, or
- (c) Except in the case of termination for convenience as defined in GCC Sub-Clause 78.3, engage another Contractor to complete the Works, and in that case the Contractor shall be liable to Benue State University for any cost that may be incurred in excess of the sum that would have been paid to the Contractor, if the work would have been executed and completed by him.

78.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as is reasonably possible.

79. Payment upon Termination

79.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Consultant shall issue a certificate for the value of the work done and Plant and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to Benue State University exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

79.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Consultant shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's foreign personnel employed solely on the Works and recruited specifically for the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

80. Property

80.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of Benue State University if the Contract is terminated because of the Contractor's default.

Contract

Majeure as defined in GCC Clause 41, the Consultant shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made

82. Settlement of Disputes

82.1 Amicable Settlement

- (a) Benue State University and the Contractor shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. **Consideration: reinstate 82.1 (Amicable settlement)**

82.2 Appointment of the Adjudicator

(a) The Adjudicator named in the SCC is jointly appointed by Benue State University and the Contractor. If Benue State University and the Contractor do not agree on the appointment of the Adjudicator, Benue State University will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.

(b) Should the Adjudicator resign or die, or should Benue State University and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by Benue State University and the Contractor. In case of disagreement between Benue State University and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt

82.3

Procedures for Disputes:

(a) If the Contractor believes that a decision taken by the Consultant was either outside the authority given to the Consultant by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Consultant's decision.

(b) The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

(c) The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between Benue State University and the Contractor, whatever decision is reached by the Adjudicator. The Contractor shall make all payments (fees and reimbursable expenses) to the Adjudicator, and Benue State University shall reimburse half of these payments through the regular progress payments. Either party may refer a decision of the Adjudicator to Arbitration in accordance with GCC Sub-Clause 82.4 within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

82.4 Arbitration

The arbitration shall be conducted in accordance with the Arbitration Act of Nigeria as at present in force and in the place shown in the SCC. .

Special Conditions of Contract

<i>Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant GCC Clauses.</i>	
GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Contractor is <i>Nebtas Global Business Nigeria Limited</i> No. 1, Inikpi Street, High Level, Makurdi. Benue state. <i>Aernyi Benjamin Tersen</i>
GCC 1.1(q)	Benue State University of No. 2, Gboko Road. Makurdi represented by the Vice-Chancellor.
GCC 1.1(r)	The Consultant is: Oasisgate Konsult Ltd. Flat1, Goshen Court, Plot 35-41 Gbazango Extension, Kubwa. Abuja.
GCC 1.1(w)	The Intended Completion Date for the whole of the Works shall be <i>twenty-six (26) weeks</i>
GCC 1.1(ac)	The Site is located at CEFTER <i>Benue State University, Makurdi</i> and is defined in drawings No: <i>As agreed</i>
GCC 1.1(af)	The Start Date shall be <i>As agreed</i>
GCC 1.1(aj)	The Works consist of <i>Construction of two (2) numbers Semi-Detached three (3) Prototype Factories.</i>
GCC 4.5	The Sectional Completion Dates are: <i>As agreed</i>
GCC 5.1(i)	The following documents also form part of the Contract: <i>[list documents]</i> <i>16.1</i> Schedule of Other Contractors <i>24.1</i> The Schedule of Key Personnel <i>27.1</i> Site Investigation Reports
GCC 6.1	Contractors that are a national of, or registered in, the following countries are not eligible: <i>None</i>
GCC 6.2	Materials/equipment/plant shall not be supplied from the following as country of origin: <i>None</i>
GCC 16.1	Schedule of other Contractors <i>[Insert Schedule of other contractors, if appropriate]</i>

GCC 12.1	The Employer's address for the purpose of communications under this contract is: The Vice-Chancellor, Benue State University, Makurdi, Benue State through the Consultant.
GCC 21.1	<p>The Consultant shall obtain specific approval of Benue State University before taking any of the following actions:</p> <ul style="list-style-type: none"> (a) Consenting to the subcontracting of any part of the Works under GCC Clause 15; (b) Certifying additional cost determined under GCC Clause 64; (c) Determining an extension of time under GCC Clause 46; (d) Issuing a variation under GCC Clause 60, except in an emergency situation, as reasonably determined by the Consultant; (e) Fixing rates or prices under GCC Clause 60.
GCC 24.1	Schedule of key personnel is as follows: As specified by the consultant
GCC 27.1	Site Investigation Reports consist of: all tests and reports ordered by the Consultant.
GCC 28.1	<p>The Site Possession Date shall be <i>as agreed</i></p> <p>If the site is composed of a number of locations, then indicate the date for each location.</p>
GCC 38.1	<p>The minimum insurance cover shall be:</p> <ul style="list-style-type: none"> (a) The maximum deductible for insurance of the Works and of Plant and Materials is Naira [amount] <i>[the Contractor shall provide this amount at the time of Contract signing].</i> (b) The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is Naira [amount]. <i>[the amount could be 110% of the value of the works, plant and materials that may be lost in a worst-case scenario].</i> (c) The maximum deductible for insurance of Equipment is Naira [amount]. <i>[the Contractor shall provide this amount at the time of Contract signing].</i> (d) The minimum cover for loss or damage to Equipment is Naira [amount]. <i>[the amount could be 110% of the replacement value of the equipment]</i> (e) The maximum deductible for insurance of other property is Naira [amount]. <i>[the Contractor shall provide this amount at the time of Contract signing].</i> (f) The minimum cover for insurance of other property is Naira [amount]. <i>[it is the responsibility of the Contractor to obtain adequate insurance cover for such risks – recommended value 10% of contract price].</i>

	<p>(g) The minimum cover for personal injury or death insurance:</p> <p>(i) for the Contractor's employees is as per the law and common practice in Nigeria.</p> <p>(ii) and for third parties is as per the law and common practice in Nigeria.</p>
GCC 43.1	The Contractor shall submit a Programme for the Works within <i>seven (7)</i> days of signing the Contract.
GCC 43.2	GCC 43.2 The period between Programme updates is [number] days.
GCC 43.3	GCC 43.3 The amount to be withheld for late submission of an updated Programme is [amount]
GCC 55.1	The Defects Liability Period is six months including a rainy season.
GCC 63.1	
GCC 64.1(m)	The following events shall also be Compensation Events: <i>[list events]</i>
GCC 66.1	The Contract is not subject to price adjustment. The contractor and employer are agreed that no interests shall be paid by the employer to the contractor on delayed payment certificates.
GCC 67.1	The proportion of payments retained is <i>five</i> percent.
GCC 68.1	<p>The liquidated damages for the whole of the Works are <i>[percentage of the final Contract Price]</i> per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is <i>[percent]</i> percent of the final Contract Price.</p> <p><i>[usually, liquidated damages are set between 0.05 of one percent and 0.10 of one percent per day (or half of one percent per week of delay) and the total amount is not to exceed 10 percent of the Contract Price.]</i></p>
GCC 69.1	<p>The Bonus for the whole of the Works is <i>[percent of final Contract Price]</i> per day.</p> <p>The maximum amount of Bonus for the whole of the Works is <i>[percent]</i> percent of the final Contract Price.</p> <p><i>[if early completion would provide benefits to the Employer, this clause should remain, otherwise state "Not Applicable" Bonus should be used only for revenue generating projects].</i></p>

GCC 70.1	The Advance Payment will be 30% and will be paid to the Contractor not later than <i>four weeks on satisfaction of conditions</i>
GCC 70.3	The advance payment is to be repaid in pro rata instalments starting with the month when 20% of the value of the contract has been certified and shall be completely reimbursed to Benue State University by the time the certified completion is 80% of the Contract Price.
GCC 77.1	The date by which "as-built" drawings are required is <i>one week to handover</i> The date by which operating and maintenance manuals are required is <i>one week to handover</i>
GCC 77.2	The amount to be withheld for failing to produce "as-built" drawings and/or operating and maintenance manuals by the date required is <i>one million naira</i>
GCC 79.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <i>five percent</i>
GCC 82.1(a)() & 82.1(b)() 82.2(c)	The Adjudicator jointly appointed by the parties is <i>(name and address of the Adjudicator)</i>
GCC 82.3(b)	<i>Reimbursable expenses of the Adjudicator are transportation, lodging, and subsistence during travel to site</i> <i>In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Nigeria Society of Consultants, Nigeria</i> <i>Place of arbitration will be: Makurdi</i>
GCC 20	The contract sum is Two Hundred and Seventy-one Million, Seven Hundred and Twenty-Three Thousand, Nine Hundred and Eighty-Seven Naira, Fifty Kobo (N271,723,987.50) only



RC:1260174

NEBTAS GLOBAL BUSINESS NIGERIA LIMITED

No 1 Inikpi Street, High Level Makurdi-Benue State

Tel: 07037499151, 08054355342 Email: nebtasngltd@gmail.com

Our Ref..... Your Ref..... Date 1st Nov. 2022

The Vice Chancellor
Benue State University,
Makurdi.
Sir,

TENDER SUBMISSION FOR LOTI

We the under signed, offer to execute in conformity with the conditions of contract and associated of blocks of prototype factories at the Benue State University, Makurdi.

The total price of our tender is **Two Hundred and Seventy One Million, Seven Hundred and Twenty Three Thousand, Nine Hundred and Eighty Seven Naira, Fifty Kobo (₦271,723,987.5k)** our tender shall be valid for the duration stated in the special instructions to tenders and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security in the amount stated in the Special Instructions to Tenderers is attached in the form of a *[state pay order, bank draft, bank guarantee]* valid for a period of 28 days beyond the Tender validity date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount stated in the Special Instructions to Tenderers and valid for a period of 28 days beyond the date of issue of the Certificate of Completion of Works.

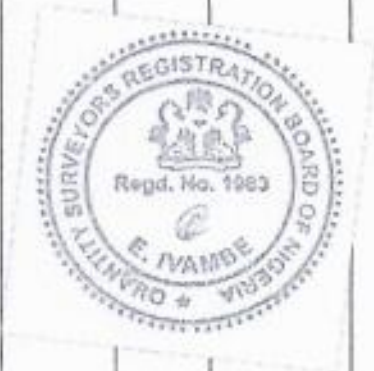
We declare that ourselves, and any Subcontractors or Contractors for any part of the Contract, have nationalities from eligible countries and that the materials, equipment and related services will also be supplied from eligible countries. We also declare that the Government of Nigeria has not declared us, and any Subcontractors or Contractors for any part of the Contract ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. Furthermore, we are aware of ITT Clause 3 concerning this and pledge not to indulge in such practices in competing for or in executing the Contract.

We are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed.

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

Thank you.

	PRELIMINARIES (Cont'd)			
A	<p>Site Name Boards <i>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.</i></p>			
B	<p>Contract Particulars <i>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.</i></p>			
C	<p><i>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</i></p>			
D	<p>Drawings <i>All drawings, tracings, photo-prints, etc., are the sole property of the Architect and must be returned to him upon completion of the works</i></p>			
E	<p><i>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.</i></p>			
F	<p><i>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</i></p>			
	To Collection			20,000.00
	Pre/5			



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

Prel/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 Instruction 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

Prel7



20,000

<u>PRELIMINARIES (Cont'd)</u>				
A	Allow for testing materials and goods found to be satisfactory.			20,000
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.			20,000
To Collection				40,000
Prel/B				



PRELIMINARIES (Cont'd)

Survey beacons, bench marks, etc

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.

Covering up works

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.

Injury to persons and property, and Employer's Indemnity

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.

Insurance against injury to persons and property

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.

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.

Insurance of works against fire, etc

Sub-clause (b) and (c) are to be deleted.

To Collection

Pre/9



50,000

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 Instruction 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



20,000

<u>PRELIMINARIES (Cont'd)</u>			
A	Allow for testing materials and goods found to be satisfactory.		20,000
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.		20,000
<u>To Collection</u>			40,000
Prel/8			



PRELIMINARIES (Cont'd)

Survey beacons, bench marks, etc

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.

Covering up works

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.

Injury to persons and property, and Employer's Indemnity

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.

Insurance against injury to persons and property

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.

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.

Insurance of works against fire, etc

Sub-clause (b) and (c) are to be deleted.

To Collection

Prel/9



50,000

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.*
- 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

Pre/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

Pre/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

Pre/12



25,000

30,000

55,000

<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.			10,000
<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.			
<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.			
<u>Payments for work people</u>				
F	Include for all necessary payments made in respect of work people etc., by the contractor.			25,000
<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			50,000
<u>To Collection</u>				85,000
Prel/13				



<u>PRELIMINARIES (Cont'd)</u>			
<u>Safeguarding the Works, Materials and Plant</u>			
<u>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.		30,000
<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.		10,000
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.		25,000
<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)		
<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.		25,000
<u>To Collection</u>			80,000
Pre/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

Pre/15



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

Prel/16



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

Prel/17



20,500

25,000

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.

20,000

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.

20,000

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.

50,000

To Collection

90,000

Prel/18



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.


25,000



To Collection

25,000

Prel/19

<p>A</p> <p><u>PRELIMINARIES (Cont'd)</u></p> <p>Include for providing erecting, shifting, adapting, maintaining and removing on completion of all necessary additional temporary hoarding, fans, planked footways, guards, rails, gentries 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.</p> <p>B</p> <p>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 reversed to the Employer who will arrange for all necessary planning consents etc for such advertising.</p> <p><u>Temporary Telephone for the Employer</u></p> <p>C</p> <p>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.</p> <p><u>General Scaffolding</u></p> <p>D</p> <p>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</p> <p><u>Works by Nominated Sub-contractors; Goods from Nominated Suppliers etc</u></p> <p>E</p> <p>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:</p> <p>F</p> <p>"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.</p> <p>G</p> <p>"Returning all crates" which is to be read to mean sorting re-addressing and returning all crates, packing materials etc carriage paid.</p>				<p>25,000</p> <div data-bbox="938 689 1332 1070" style="text-align: center;">  </div> <p>20,000</p>
<p>To Collection</p>				<p>45,000</p>
<p>Prel/20</p>				

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 crades, gangways, planks, ladders, trestles, waterproof and dustproof screens, tarpuling etc required solely for the convinience 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 supliers 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 crect goods supplied. In this respect the contractor's attention is particularly drwn 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.

50,000



To Collection

50,000

Pre/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

Pre/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



10, 000.00

10, 000.00

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. Suh 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

Prel/25



150,000

25,000

175,000

	<p>PRELIMINARIES (Cont'd)</p> <p>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.</p> <p>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.</p> <p>Defects after completion</p> <p>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.</p> <p>D PUBLICITY Provide for necessary publicity as may be directed by the client.</p>				<p>50,000</p> <p>50,000</p> <p>10,000</p>
	<p>To Collection</p> <p>Prel/26</p>				<p>10,000</p>



COLLECTION PAGE

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Prel/23

CARRIED FORWARD

Prel/27



20,000.00

20,000.00

40,000.00

50,000.00

55,000.00

85,000.00

80,000.00

35,000.00

90,000.00

25,000.00

45,000.00

50,000.00

PRELIMINARIES (Cont'd)

BROUGHT FORWARD

Prel/24

Prel/25

Prel/26

10,000

175,000

100,000



PRELIMINARIES Carried to General Summary

Prel/28

280,000.50

BILL NO. 2: CEFTER FACTORY

S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 1 SUBSTRUCTURE</u>				
	<u>(ALL PROVISIONAL)</u>				
	<u>Site preparation</u>				
A	Allow for clearing site of bushes, weeds, grass, undergrowths, grub up all roots, demolish all temporary structures and dispose from site as directed.		Item		200,000.00
	<u>Excavation and earthwork</u>				
	<u>Excavation; normal soil;</u>				
B	Topsoil for preservation; average depth 150mm	625	m ²	300	187,500
C	Foundation trench; which exceeding 0.30m; maximum depth not exceeding 2.00m starting from stripped level.	166	m ³	300	49,800
D	Ditto Column pit excavation	26	m ³	500	13,000
E	Ditto ramps/steps and flower beds	33	m ³	500	16,500
	<u>Disposal of excavated materials;</u>				
F	Offsite	100	m ³	300	30,000
	<u>Filling</u>				
G	Backfill around foundations with material arising from excavations; average thickness exceeding 0.25m	125	m ³	300	37,500
	<u>Surface treatment:</u>				
H	Pesticides; "Dieldrex 20" anti-termite solution; apply to excavated surfaces.	244	m ²	200	48,800
	<u>Filling:</u>				
J	Hardcore to make up levels; thickness exceeding 250mm; stone granite; compacted in layers not exceeding 150mm thick.	65	m ³	10,000	650,000
K	Approved laterite filling to make up levels; thickness 245mm; laterite obtained off site; compacted to 95% B.S. compaction.	87	m ³	5,000	435,000
	<u>Damp proofing:</u>				
L	Damp proofing; horizontal; single layer 0.26mm polythene sheet; laid on unblended hardcore to receive concrete.	218	m ²	400	87,200.00
	<u>SUBSTRUCTURE TO COLLECTION</u>				1,955,300.00

S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
<u>SUBSTRUCTURE (CONT'D)</u>					
<u>Concrete Work</u>					
<u>In situ concrete</u>					
<u>Plain; grade 10:</u>					
A	Beds as blinding; thickness not exceeding 100mm	3	m ³	30,000	90,000
<u>Plain; grade 15:</u>					
B	Beds; poured against unblended hardcore; thickness 100-150mm.	38	m ³	38,000	1,444,000
C	Foundation; thickness; 150-300mm	21	m ³	38,000	798,000
D	Ramp	2	m ³	38,000	76,000
E	Step	2	m ³	38,000	76,000
<u>Reinforced; grade 25:</u>					
F	Column bases; thickness; 150-300mm	15	m ³	42,000	630,000
G	Column starter	4	m ³	42,000	168,000
H	Ground beams	12	m ³	42,000	504,000
<u>Reinforcement for in-situ concrete: Reinforcement</u>					
J	8mm diameter; in links and stirrups <u>Bars; high yield steel</u>	333	kg	600	199,800
K	12mm diameter; straight and bent.	1,955	kg	600	1,173,000
L	16mm diameter; straight and bent. Fabric mesh	321	kg	600	192,600
M	Fabric reference A142; to BS4483; weighing 2.22t/m ² ; with 300mm laps on all sides; in concrete ground slab. <u>Formwork; Sawn:</u> <u>Foundation and beds</u>	249	m ²	750	186,750
N	Edges of bed; not exceeding 250mm high.	48	m	600	28,800
P	Sides of column; square and rectangular in shape.	46	m ²	2,800	128,800
Q	Sides of ground beam; square and rectangular in	68	m ²	2,800	190,400
R	Edges of steps; not exceeding 250mm high.	28	m	600	16,800




S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Blockwork</u>				
	<u>Hollow sandcrete blockwork; normal size 450 x 225mm high; laid stretcher bond with cement and sand (1:3) mortar; cavities filled solid with plain in-situ concrete grade 20; foundation;</u>				
A	225mm thick.	144	m ²	5,000	720,000
	<u>Expansion joint</u>				
B	Form 25mm expansion joint between 150mm floor bed and fill with celotex or similar equal and other approved non-porous and compressible compound.	113	m ²	450	50,850
	SUBSTRUCTURE TO COLLECTION				<u>770,850</u>
	<u>COLLECTION</u>				
	Collection from page 1/22				1,555,300.00
	Collection from page 2/22				5,402,152.00
	Collection from page 3/22				770,850.00



S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 2: FRAMES				
	<u>Concrete work</u>				
	<u>In-situ concrete</u>				
	<u>Reinforced; grade 25;</u>				
A	Isolated columns	8	m ³	42,000	336,000
B	Beams	7	m ³	42,600	294,000
	<u>Reinforcement for in situ concrete:</u>				
	<u>Reinforcement to BS 4449 (Provisional)</u>				
	<u>Bars: high yield steel</u>				
C	8mm diameter links in stirrups linte, beam and columns	852	kg	600	511,200
D	12mm diameter; straight and bent in columns and beam	921	kg	600	552,600
E	16mm diameter; straight and bent in columns and beam	838	kg	600	502,800
	<u>Form work</u>				
F	Sides and soffits of beams; rectangular in shape	98	m	600	58,800
G	Sides of columns 300 x 230	78	m	600	46,800



S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 3: ROOF				
	<i>Fabricated; weldable steel; BS 4360; grade A3C, welded fabrication and bolted site connection in accordance with BS 449 Part 2</i>				
	<i>Fittings, Connections, Fixings and anchorages</i>				
A	weight not exceeding 40kg/m; 50mm x 50mm x 5 thick EA top and bottom chords weighing 3.77kg/m	201	kg	600	120,600
B	weight not exceeding 40kg/m; 50mm x 50mm x 8 thick EA webs weighing 5.82kg/m	176	kg	600	105,600
C	weight not exceeding 40kg/m; 60mm x 60mm x 10 thick EA top and bottom chords weighing	126	kg	600	75,600
D	weight not exceeding 40kg/m; 70mm x 70mm x 10 thick EA top and bottom chords weighing	156	kg	600	93,600
	Non built-up members; bracings to trusses				
E	weight not exceeding 40kg/m; size 50mm x 50mm Gusset plates; 8mm thick in 8mm x long fillet	176	kg	600	105,600
F	220 x 305mm wide	6	kg	600	3,600
G	20mm diameter x 400mm long rag bolts and washers to BS 4190 and 4230 respectively	24	kg	600	14,400
H	125 x 75 x 8mm angle cleat	24	kg	600	14,400
	Aluminium Roof Covering				
	<i>0.55mm Corrugated longspan aluminum roof sheeting of approved color; lapped one corrugation at sides and 150mm at ends; fixed in accordance with manufacturer's instructions to steel zed purlins (measured separately)</i>				
J	Roof Covering	486	m2	6,000	2,916,000
K	Ditto trimers 300mm girth fixed in accordance with manufacturer's details	50	m	2,000	100,000
L	Ditto wall flashing 450mm girth fixed in accordance with manufacturer's details	55	m	2,000	110,000
M	Ditto wall capping 450mm girth fixed in accordance with manufacturer's details	55	m	2,000	110,000
	CARPENTRY/TIMBER FRAMING/FIRST FIXING				
	All hardwood are to be treated with solignum or approved anti-termite solution				
	Hardwood; wrot				
	50mm x 150mm				
N	King post	86	m	600	51,600
P	Tie beam	198	m	600	118,800
Q	Rafter	253	m	600	151,800
	50mm x 100mm				
R	Struts, ties and braces	239	m	600	143,400
S	Purlins	537	m	600	322,200

S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 4 EXTERNAL AND INTERNAL WALLS</u>				
	<i>Concrete Work</i>				
	<i>In situ concrete</i>				
	<i>Reinforced; grade 20:</i>				
A	Beams; isolated as lintels	7	m ³	50,000	350,000
	<i>Reinforcement for in situ concrete;</i>				
	<i>Reinforcement to BS 4449 (Provisional)</i>				
	<i>Bars: round mild steel</i>				
B	8mm diameter; in links and stirrups	332	kg	800	265,600
	<i>Bars: high tensile steel</i>				
C	12mm diameter; straight and bent	497	kg	800	397,600
	<i>Formwork; Sawn;</i>				
D	Sides and soffits of lintels	126	m ²	600	75,600
	<u>Block work</u>				
	<i>Blockwork; hollow sandcrete 450 x 230mm high nominal; laid stretcher bond with cement and sand (1:3) mortar;</i>				
E	225mm thick	770	m ²	5,000	3,850,000
					
EXTERNAL AND INTERNAL WALLS TO SUMMARY					4,078,800.00

S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 5 DOORS				
	<u>Doors</u>				
	<u>Purpose factory made double swing reinforced bullet proof door inclusive of hinges and achitrave</u>				
A	Overall size 1800 x 2400	5	nr	150,000	750,000
B	Ditto size 1200 x 2100mm high.	1	nr	100,000	100,000
C	Ditto size 900 x 2100mm high.	3	nr	40,000	120,000
D	Ditto size 750 x 2100mm high.	2	nr	40,000	80,000
DOORS TO SUMMARY					1,050,000.00

S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 6 WINDOWS</u>				
	<u>Aluminum projected upward window with solar controlled tinted glass 5mm thick well hinged to wall in 2 panels with mullions cupled with burglary proof as shown in drawing:</u>				
A	Overall size 1200 x 1200mm high	12	nr	50,000	600,000
B	Ditto size 600 x 1200mm	4	nr	35,000	140,000
	<u>Window Burglary Proofing</u> <u>Well designed burglar proofing to opening: designed with 6mm thick flat bar in hexagonal shape and framed with 25 x 3mm thick steel flat bar steel; cast into blockwork; finished with calcium plumbate primer and gloss paint</u>				
C	Overall size 1200 x 1200mm high	12	nr	25,000	300,000
D	Ditto size 600 x 1200mm	4	nr	15,000	60,000



S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 7 WALLS FINISHES				
	<i>In situ finishings</i>				
	<i>Render; cement and sand (1:6) 15mm thick as</i>				
	<i>Walls; over 300mm wide</i>				
A	Internally including narrow width	1550	m ²	800	1,240,000
B	Externally including narrow width	406	m ²	800	324,800
	<i>Walls; screeded backing; 12mm thick; over</i>				
	<i>300mm wide</i>				
C	To receive ceramic tiles	77	m ²	1,500	115,500
	<i>Tile, Slab and Block Finishings</i>				
	<i>White glazed ceramic wall tiles; 250 x 400 x 6mm</i>				
	<i>thick nominal size; fixing with cement and sand</i>				
	<i>mortar; pointing with cement on screeded backing</i>				
	<i>(measured separately)</i>				
D	To receive ceramic tiles	77	m ²	1,500	115,500
E	Pop screeding on surface of rendered walls internally	1550	m ²	1,200	1,860,000
F	Ditto externally	406	m ²	1,200	487,200
WALLS FINISHES TO SUMMARY					4,142,000



S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 8 FLOOR FINISHES</u>				
	<u>M40: STONE/CONCRETE/OUARRY/CERAMIC TILING/MOSAIC</u>				
	<u>Vitrified porcelain Tiles</u>				
A	600 x 600 x 12mm Chiseled vitrified tiles to slopes not exceeding 15 degrees from horizontal; to concrete	218	m2	4,500	981,000
B	Skirting; 100mm high.	251	m	600	150,600
C	400 x 400 x 8mm Chiseled ceramic tiles to slopes not exceeding 15 degrees from horizontal; to concrete	18	m2	4,000	72,000
D	Risers 150-200mm	30	m2	4,000	120,000
E	Steps 200-300mm	22	m	600	13,200



S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 9 CEILING FINISHES</u>				
	<u>In situ finishings</u>				
	<u>Render: cement and sand (1:6) 15mm thick; as specified; finish fair and smooth;</u>				
	<u>POP ceiling:</u>				
A	Plaster of Paris [POP] premolded ceiling 3.20m to 4.50m working height; including supports, frieze and all decorative bulkheads 300-450mm deep to Architect's approval.	251	m ²	4,500	1,129,500
B	Ditto pop cornices	136	m	2,000	272,000
C	Noggins, 50mm x 50mm	831	m	600	498,600



ELEMENT NR. 11: PLUMBING AND MECHANICAL INSTALLATIONS

Piped Supply Systems Installations;

WATER SUPPLY

Supply, deliver and install in trench the following soil and waste uPVC pipes complete with jointing materials and socket to BS4515 (PANAR OR SIMILAR (APPROVED))

A	100mm diameter	55	m	850	46,750
B	50mm diameter	45	m	750	33,750
C	25mm diameter	45	m	650	29,250
	<u>uPVC Elbow</u>				
D	100mm diameter	10	nr	850	8,500
E	50mm diameter	30	nr	750	22,500
F	25mm diameter	40	nr	650	26,000
	<u>uPVC Tees</u>				
G	100mm diameter	4	nr	850	3,400
H	50mm diameter	15	nr	750	11,250
J	25mm diameter (FHR)	15	nr	650	9,750
	<u>uPVC Reducing Tees</u>				
K	25 x 25 x 19mm diameter	3	nr	600	1,800
L	19 x 19 x 13mm diameter	4	nr	500	2,000
	<u>Flexible connectors</u>				
M	13mm nominal size; 400mm long	2	nr	600	1,200
	<u>Stop Cock</u>				
N	19mm diameter	4	nr	700	2,800
P	13mm diameter	4	nr	600	2,400
	<u>Floor Drain (uPVC)</u>				
Q	50mm diameter	2	nr	700	1,400

SOIL AND WASTE PIPEWORK

Supply, deliver and install in trench the following soil and waste uPVC pipes complete with jointing materials and socket to BS4515 (PANAR OR SIMILAR (APPROVED))

R	100mm diameter	98	m	900	88,200
S	50mm diameter	65	m	750	48,750
	<u>uPVC Elbow</u>				
T	100mm diameter	45	nr	850	38,250
U	50mm diameter	4	nr	750	3,000
	<u>uPVC "TEE" branches</u>				
V	50 x 50 x 100mm diameter	4	nr	1,000	4,000
W	50 x 50 x 50mm diameter	4	nr	850	3,400
	<u>Vent Cowls (uPVC)</u>				
X	100mm diameter	12	nr	2,000	24,000

PLUMBING AND MECHANICAL INSTALLATIONS TO COLLECTION

412,350.00

S/NO

DESCRIPTION

QTY

UNIT

PRICE

TOTAL

Excavate trench for the underground soil and waste pipes not exceeding 800mm deep, 500mm wide including back fill and disposal of spoil as directed on site.

A Trench for pipes

Fire Extinguishers

B ABC Dry Chemical Powder (DCP) fire extinguishers of 9kg capacity filled with Monoammonium phosphate and Ammonium soleplate; with a discharge time of 15secs and range of 7m, complete with indicator discharge hose and wall hook cylinder. Finish- RED

FIRE FIGHTING SYSTEMS

Supply and deliver to site the following items complete with all necessary installation and operational accessories.

Fire Hose Reel:

C Compact recessed cabinet swinging type Fire Hose Reel complete with 30m hose, nozzles all necessary installation and operational accessories (SRI or approved equal. To be approved by the

D Allow for Fire Hose Reels system accessories air relief valves, gate valves, pressure gauge etc and all installation and operational accessories.

163

m

1,000

163,000

14

nr

30,000

420,600

2

nr

200,000

400,000

Item

2,500,000.00



PLUMBING AND MECHANICAL
INSTALLATIONS TO COLLECTION

3,483,000.00

S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
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All ventilation equipments shall be of standard specifications and of high quality, durable and fitted with all safety devices for effective operation and conform to Services Engineers drawings.

A	Industrial heavy duty Extractor fan supertek 18 mounted on wall and complete with electrically operated anti-oback-draught shutters.	6	nr	50,000	300,000
B	Ditto G X 4 mounted on wall and complete with electrically operated anti-oback-draught shutters. <u>Sanitary fittings:</u> <u>Close coupled; vitreous china with plastic seat; comprising 9 litre cistern, ball valve, flush pipe, pan and all brackets; connection to drain;</u>	2	nr	50,000	100,000
C	White wash down type W.C (Golden diamond or equal approved) <u>Wash hand basin; vitreous china; complete with chromium plated waste; overflow with chain and plastic plug; including taps and trap;</u>	2	nr	60,000	120,000
D	560 x 430mm; white; steel bracket; bedded in mastic; with pedestal stand. (Twyford or equal approved).	2	nr	25,000	50,000
E	<u>Urinal bowl with top inlet concealed hangers; automatic flushing; cutting and pinning brackets to wall and fixing pipe clips and pointing around end with white cement;</u>	2	nr	20,000	40,000
F	Automated Urinal Bowl.	2	nr	10,000	20,000
G	Hand drier.	2	nr	7,000	14,000
H	Stainless towel rail	2	nr	7,000	14,000
J	Stainless tissue paper rail	2	nr	10,000	20,000
K	Automatic soap dispenser	2	nr	12,000	24,000
L	<u>Mirrors; 600 x 450mm high; 6mm silvered float glass; with 4nr; 5mm diameter holes drilled and arressed smooth; fixing to wall with and including 4nr; 8mm galvanized screws with chrome plated dome-headed cap.</u>	2	nr	12,000	24,000
M	Allow for builder's work in connection with plumbing and mechanical engineering installations.		item		100,000.00
N	Allow for testing the plumbing installation to the satisfaction of the Architect/Engineer and local authority including all labour and apparatus for same.		item		150,000.00

**PLUMBING AND MECHANICAL
INSTALLATIONS TO COLLECTION**

952,000

A	<p><u>DRAINAGE BELOW GROUND</u> <u>MANHOLES INSPECTION CHAMBERS</u> Manholes; size 600 x 600 x 600mm deep (average) internally constructed of 150mm plain in-situ concrete grade 15 base, 150mm plain hollow sandcrete blockwork side filled solid with plain concrete and capped with 75mm thick precast concrete grade 20 cover slab reinforced with single layer B.R.C. Nr.65 mesh and with 255mm (average) concrete grade 15 benching in and forming 150mm diameter half round diameter in and same rendering insides in waterproof cement mortar (1:3) with including all necessary excavations, earthworks and formwork</p>	10	nr	15,000	150,000
B	<p><u>SEPTIC TANKS</u> Septic tank; size 3000 x 3000 x 3000mm deep internally of 225mm blockwork sides and 150mm concrete (1:3:6) base capped with 150mm concrete (1:2:4) slab reinforced with and including single layer BRC Nr. 65 mesh and fitted with 3Nr coated cast iron manhole cover and frame set in grease and sand. The attached manhole with 225mm (average) concrete (1:3:6) benching with 100mm half round channel and fitted with 50mm deep cover slab reinforced with single layer BRC Nr. 65 mesh and housed to sides of septic tank, including 2Nr. 100mm diameter asbestos cement tee piece built into sides all to include necessary excavations, earthworks and disposal. The septic tank having 75mm (average) screeded (1:4) bed finished to falls and rendered internally all round.</p>	2	nr	200,000	400,000
C	<p><u>SOAKAWAY PITS;</u> Soakaway pit; size 2000 x 2000 x 2500mm deep internally of 150mm solid blockwork sides built honey-comb on 450 x 50mm concrete (1:3:6) foundations and covered slab in four sections each reinforced with and including BRC Nr. 65 mesh supported on 225 x 225mm reinforced concrete (1:2:4) beam reinforced with 4Nr 12mm diameter mild steel bars, and 600mm wide loose rock or rubble (minimum) size 150 gauge and length of 150mm diameter asbestos cement with and including all necessary excavations, earthworks and formwork.</p>	2	nr	150,000	300,000
<u>DRAINAGE BELOW GROUND TO COLLECTION</u>					850,000-00

PLUMBING INSTALLATIONS (CONT'D)

COLLECTION

Collection from page 13/22

Collection from page 14/22

Collection from page 15/22

Collection from page 16/22

412,350.00

3,483,000.00

952,000.00

850,000.00



S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 12: Electrical installation</u> <u>Equipment and control gear</u> <u>LV SWITCH PANELS</u>				
A	Supply, install and commission 1 x 400Amp TPN main voltage panel comprising: * 1 x 200A TP incoming MCCB * 5 X 63A TP outgoing MCCB, 1 x 100A * 3 X Ammeter complete with current transformer * 1 x voltmeter complete with selector switch * 3 x indicator lamp * Air insulated copper busbars * Frequency meter * Kilowatthour meter	1	Nr	800,000	800,000
	<u>DISTRIBUTION BOARDS, ISOLATORS AND PROTECTIVE DEVICES</u>				
B	Supply, install and commission a 4-way TPN distribution board with all the appropriate MCBs (ABB)	1	Nr	80,000	80,000
C	Supply and install 32A TPN fused switchgear (ABB)	5	Nr	60,000	300,000
D	Supply, install and commission 100A SPN voltage operated ELCB (ABB) Cabling to Equipment and Control gear	3	Nr	60,000	180,000
E	Supply, install and commission 4-core 25mm ² pvc/swa/pvc copper cable (NOCACO)	42	m	25,000	1,050,000
F	Ditto but 10mm ² pvc/swa/pvc copper cable (NOCACO)	56	m	2,000	112,000
G	Ditto but 6mm ² pvc/swa/pvc copper cable(NOCACO)	126	m	850	107,100
H	Ditto but 4mm ² pvc/swa/pvc copper cable(NOCACO)	16	m	650	10,400
	<u>Power and Lighting outlets</u> <u>Conduits in power and lighting outlets</u>				
J	Supply and install in blockwork, slabs, etc 20mm dia. Pvc pipes with all the appropriate accessories such as stopends, knockout boxes, etc	30	m	350	10,500
K	Ditto but 25mm dia	66	m	400	26,400
ELECTRICAL INSTALLATIONS TO COLLECTION					

44,689,600.00

ITEM	ITEM DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Electrical installation (Cont'd)</u> <u>Cabling in Power and Lighting Outlets</u> <u>Supply and install the following power colour coded wiring cable (Nocaco)</u>				
A	6mm ² pvc copper wire 1-core	36	m	850	30,600
B	Ditto but 4mm ² x 3 core	30	m	4,000	120,000
C	Ditto but 2.5mm ² x 3 core	200	m	2,000	400,000
D	Ditto but 1.5mm ² x 2 core	300	m	1,000	300,000
	<u>Power Outlet Fittings</u> <u>Supply and install the following power switches and accessories (Legrand)</u>				
E	13A single switched socket outlet flush,	16	Nr	1,800	28,800
F	20A water heater switch outlet flush,	12	Nr	3,000	36,000
G	15A single switched socket outlet flush,	2	Nr	2,000	4,000
H	Television outlet	6	Nr	1,800	10,800
	<u>Power and Lighting Outlets</u> <u>Lighting Fittings</u> <u>Supply and install the following lighting fittings and accessories (Thorn)</u>				
J	Supply and install a ceiling mounted fixture with self extinguishing thermoplastic base and body as Thorn Novaline Cat. NVLVZ2D38CH	14	Nr	8,000	112,000
K	Supply and install a bulk-head lighting fixture complete with lamp as Thorn cat. OLG11001	9	Nr	8,000	72,000
L	Supply and install high bar olu lamp fixture complete with lamp Thorn cat. No. CDHS27/S	14	Nr	8,000	112,000
M	Supply and install diamond wall fixture complete with lamp Thorn cat. No. DMCD02D16W	12	Nr	10,000	120,000



ITEM	ITEM DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Electrical installation (Cont'd)				
	<u>Lighting switches</u>				
	<u>Supply and install the following switches (Legrand)</u>				
A	2-way 1-gang flush, rated 15A switch single pole	12	Nr	1,800	21,600
B	Ditto but 2-way 2-gang flush,	8	Nr	1,800	14,400
	<u>Fire Alarm and Detection System</u>				
	<u>Supply and install the following pane and accessories (Legrand)</u>				
C	6-zone fire alarm panel with all accessories	1	Nr	150,000	150,000
D	Manual call point	2	Nr	10,000	20,000
E	Sounder	1	Nr	10,000	10,000
F	Optical smoke detector	8	Nr	10,000	80,000
	<u>Communication and Television system</u>				
G	13 Ampere twin socket outlet	16	Nr	2,000	32,000
	<u>CCTV Surveillance System</u>				
H	Supply and installation of 12 chanel Hikvision CCTV Surveillance Camera System complete with 5Amp DVR, 6 Cameras, Hard Disc, 2 pair cable with power, DC power and accessories.	1	Nr	200,000	200,000
J	Main distribution frame with jumper and plug intercome installation cables, 2KVA UPS and installation accessories.	1	Nr	100,000	100,000
K	SMC ceiling fan or equvalent	10	Nr	35,000	350,000
L	10 pair pvc/pvc telephone cable	44	m	2,000	88,000
M	6 pair pvc/pvc telephone cable	200	m	1,500	300,000
N	2 pair pvc/pvc telephone cable	385	m	500	192,500
P	75ohm coaxial television cable	385	m	500	192,500
Q	Supply and lay pvc pipes with all the necessary accessories in walls, ceiling etc	500	m	400	200,000
R	Telephone distribution junction box and accessories	4	Nr	3,000	12,000

ITEM	ITEM DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Electrical installation (Cont'd)				
A	27 U Rack	1	Nr	40,000	40,000
B	D-Link switch 48P	1	Nr	60,000	60,000
C	E-set fire security for server	2	Nr	150,000	300,000
D	Cat 6e cable	400	Nr	500	200,000
	DATA TRANSMISSION				
E	Cat 5e cables.	200	m	500	100,000
F	Data socket outlets (RJ 45) MEM or approved equal	12	nr	500	6,000
G	42 ports patch panel	2	nr	20,000	40,000
H	24ports patch panel	2	nr	15,000	30,000
J	16 ports patch panel	1	nr	13,000	13,000
K	12w recessed, ceiling mounted speakers	2	nr	50,000	100,000
L	1.5 mm ² wiring cables <u>Conduiting and wiring</u>	600	m	450	270,000
M	Supply and install in blockwork, slabs,etc 20mm dia. Pvc pipes with all the appropriate accessories such as stopends, knockout boxes, etc	200	m	400	80,000
N	1.5mm ² pvc copper wire 1-core <u>Earthing system</u>	600	m	450	270,000
P	Allow for the earthing of all the electrical systems <u>Testing and Commissioning</u>	1	Nr	300,000	300,000
Q	Allow for the testing and commissioning of all electrical systems		Item		100,000.00
	ELECTRICAL INSTALLATIONS TO COLLECTION				
	<u>Collection</u>				
	Collection from page 18/22				
	Collection from page 19/22				
	Collection from page 20/22				
	Collection from page 21/22				

S/NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PROPOSED FACTORY BUILDING				
	SUMMARY				
	ELEMENTS				
	ELEMENT NR. 1: SUBSTRUCTURE				8,228,300.00
	ELEMENT NR. 2: FRAME				2,302,200.00
	ELEMENT NR. 3: ROOF				4,557,200.00
	ELEMENT NR. 4: EXTERNAL AND INTERNAL WALLS				4,938,800.00
	ELEMENT NR. 5: DOORS				1,050,000.00
	ELEMENT NR. 6: WINDOWS				1,100,000.00
	ELEMENT NR. 7: WALL FINISHES				4,143,000.00
	ELEMENT NR. 8: FLOOR FINISHES				1,336,800.00
	ELEMENT NR. 9: CEILING FINISHES				1,900,100.00
	ELEMENT NR. 10: PAINTING AND DECORATING				1,204,400.00
	ELEMENT NR. 12: PLUMBING AND MECHANICAL INSTALLATIONS				5,697,300.00
	ELEMENT NR. 13: ELECTRICAL INSTALLATIONS				4,689,600.00
	FACTORY BUILDING TO GENERAL SUMMARY				41,247,750
	GENERAL SUMMARY				
	BILL NR 1: PRELIMINARIES AND GENERAL CLAUSES				880,000.00
	BILL NR 2: FACTORY BUILDING				41,247,750
	ADD: CONTINGENCIES Allow a provisional sum of N1,000,000.00 (One Million Naira) only for contingencies to be expended as directed				1,000,000.00
	1 UNIT OF FACTORY BUILDING				43,127,750
				x	
				6	
	6 UNITS OF FACTORY BUILDING				257,766,500
	ADD: VAT 7.5%				18,957,487.50

