

BSU/VC/PERS/322

30th November, 2022

The Managing Director,
Oasisgate Konsult Limited,
Flat 1. Goshen Court Plot 35-41,
Gbazango Extension, Kubwa
Abuja.

Dear Sir:

LETTER OF CONTRACT AWARD

Project Title: **CONSULTANCY SERVICES FOR CEFTER FACTORIES**

I write to inform you that the Vice-Chancellor of Benue State University, Makurdi has approved the award of contract to your company for Consultancy Services for CEFTER Factories to the tune of **Eighty Million naira (N80,000,000.00) only** for duration of the Construction.

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

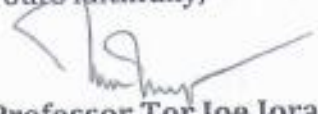
- a) *that you agree to the appropriate tax deductions being made on the value of the contract as per existing regulations in the University relating to the subject;*
- b) *you will be entitled to 75% payment for stages 1 and 2 after submission of detail working drawings, while stage 3 shall be on certified work.*

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.



Oasisgate konsult Ltd.

(Architects, Engineers; Construction & Consultancy Services)

Registered Address:
Flat 1, Goshen Court, Plot 35-41 Gbazango Extension,
Abuja, FCT Kubwa
Head Office:
Suite B7, Irama Plaza, Plot 4, Saladu Zungur Avenue, 4th Avenue,
Via Setraco Gate, Gwarimpa, FCT, Abuja.

E-Mail: mail@oasisgate.com
oasisgatekonsult@yahoo.com
Web: www.oasisgate.com

Tel: 08090995985, 0803360025
08090995184.



RC:1140682
ABCON Reg. AFR/1325

Our Ref.: OKL/MGT/BSU-9002/VOL.01/04/22
Your Ref.: BSUNC/PERS/322

1st December, 2022.

The Vice Chancellor,
Benue State University,
Makurdi, Nigeria.

(A)
CP
Tyona ph.
21/12/22

(B)
CP
pls. handle.
21/12/22

Dear Sir,

RE: NOTIFICATION OF CONTRACT AWARD- Consulting Services for CEFTER Foods Processing Factories and Laboratory Design.

ACCEPTANCE OF OFFER

Above subject matter refers.

We write to accept the offer and promise to observe the highest standard of professional ethics in the discharge of our responsibility.

We sincerely thank the University Management giving us the opportunity to serve in this capacity.

While thanking you for choosing us for your project, please accept the assurance of our highest regards.

Yours faithfully,

For: Oasisgate Konsult Limited

Arc. Isaac S. Ahwuyen, fce, mnia, pfd
Managing Director
Cc: Abuja office,
Arcon,

FULL NAME	DESIGNATION	TEL	NATIONALITY
Arc. Isaac Samson Ahwuyen	Managing Director	08033850253	Nigerian
Engr. Olayide Felix Adokunye	Executive Director - Engineering	08035992665	Nigerian
Isaac Oluwalẹmi Akintoye	Executive Director - Finance	08057333325	Nigerian



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oasisgatekonsult@yahoo.com
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Suite B7, Irena Plaza, Plot 4, Sa'adu Zangur Avenue, 4th Avenue,
Via Setraco Gate, Gwarimpa, FCT, Abuja.

Tel: 08090995985, 08033600253,
08090995184.

RC:1140682
ARCON Reg.: AFR/1325

Our Ref.: OKL/MGT/BSU-9002/VOL.01/03/22

Your Ref.: BSU/VC/PERS/322

28th November, 2022.

The Vice Chancellor,
Benue State University,
Makurdi, Nigeria.

Attn: Procurement Officer

Dear Sir,

**RE: APPOINTMENT AND COMMISSIONING AS CONSULTANT FOR CENTRE FOR
FOOD TECHNOLOGY AND INNOVATION COMPLEX**

ACCEPTANCE OF DISCOUNTED PROFESSIONAL FEES OFFER

Above subject matter refers.

We write to accept the discounted professional fees offer of the sum of **Eighty million naira only (₦80,000,000.00)** as against the sum of **Eighty- Nine million, Four Hundred and Twenty four Thousand and Fifty-One naira, Forty-One Kobo (₦89,424,051.46)** earlier submitted.

We sincerely thank the University Management giving us the opportunity to serve in this capacity.

While thanking you for choosing us for your project, please accept the assurance of our highest regards.

Yours faithfully,
For: Oasisgate Konsult Limited

Arc. Isaac S. Ahwuyey, fce, mnla, pfd
Managing Director
Cc: Abuja office,
Arcon,

FULL NAME	DESIGNATION	TEL.	NATIONALITY
Arc. Isaac Bamidele Ahwuyey	Managing Director	08033600253	Nigerian
Engr. Olajide Felix Adekanle	Executive Director - Engineering	08035992695	Nigerian
Isaac Okunremifekun Joy	Executive Director - Finance	08057333328	Nigerian

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E-Mail: mail@oasisgate.com
oasisgatekonsult@yahoo.com
Web: www.oasisgate.com

Tel: 08090995985, 08033600253,
08090995184.



RC: 1140682
CON Reg. AFR 132

7th April, 2022.

To: **The Procurement Officer**
Benue State University,
Makurdi, Benue State.

Dear Sir,

We, the undersigned, offer to provide the **Consulting Services for "CEFTER Foods Processing Factories and Laboratory Design"** in accordance with your Request for Proposal dated *March 15, 2022* and our Technical Proposal. Our attached Financial Proposal is for the sum of **EIGHTY- THREE MILLION ONE HUNDRED AND EIGHTY-FOUR THOUSAND, SEVEN HUNDRED AND NINETY-SIX NAIRA, EIGHTY-SEVEN KOBO ONLY (₦83,184,796.87)**. This amount is exclusive of local taxes, which we have estimated at **SIX MILLION TWO HUNDRED AND THIRTY-EIGHT THOUSAND EIGHT HUNDRED AND FIFTY -NINE NAIRA, SEVENTY-TWO KOBO ONLY (₦6,238,859.72) Value Added Tax (VAT 7.5%)**.


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

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

Name and Address of Agents	Amount	Purpose of Commission or Gratuity
NIL	NIL	NIL

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

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

Signed: 
Arc. Isaac Samson Ahwuyen

In the capacity of: Principal Partner

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

FULL NAME
Arc. Isaac Samson Ahwuyen

DESIGNATION:
Managing Director
Executive Director - Engineering

TEL:
08033600253
08035992695

NATIONALITY:
Nigerian
Nigerian

Form 5B2 Summary of Costs

Cost Component	Costs
FACTORY BUILDINGS	₦ 38,905,771.97
Architects	₦ 13,835,135.75
Structural Engineers	₦ 6,992,567.88
Mechanical Engineers	₦ 4,693,946.15
Electrical Engineers	₦ 4,693,946.15
Quantity Surveyor	₦ 6,479,054.30
Geotechnical Services	₦ 2,211,121.72
ADMIN BUILDING	₦ 21,533,742.65
Architects	₦ 7,554,015.23
Structural Engineers	₦ 3,852,007.62
Mechanical Engineers	₦ 2,576,338.41
Electrical Engineers	₦ 2,576,338.41
Quantity Surveyor	₦ 3,786,873.77
Geotechnical Services	₦ 1,188,169.21

EXTERNAL WORKS	₦ 14,873,263.17
Architects	₦ 5,178,189.95
Structural Engineers	₦ 2,664,094.98
Mechanical Engineers	₦ 1,787,119.56
Electrical Engineers	₦ 1,787,119.56
Quantity Surveyor	₦ 2,659,094.98
Geotechnical Services	₦ 797,644.14
Reimbursable Expenses	₦ 7,872,019.08
Sub-Total	₦ <u>83,184,796.87</u>
Local Taxes (VAT 7.5%)	₦ 6,238,859.72
TOTAL	₦ <u>89,423,656.59</u>

Form 5B1 Financial Proposal Submission Form

Projekt Globus Consulting Ltd.
No. 17 Railway by Pass,
High Level, Makurdi,
Benue State.
11th April, 2022.

To: Procurement Department,
Benue State University Makurdi,
Benue State.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Architectural Design of CEFTER Food Processing Factories and Laboratories in accordance with your Request for Proposal dated March 15th 2022 and our Technical Proposal. Our attached Financial Proposal is for the sum of **Eighty-Seven Million One Hundred and Twenty-Four Thousand, Seven Hundred and Seventy-Nine Naira, Fifty-five Kobo Only (N87,124,779.55)**. This amount is exclusive of Nigerian taxes, which we have estimated at **Six Million Five Hundred and Thirty-Four Thousand Three Hundred and Fifty-Eight Naira, Forty-Seven Kobo Only (N6,534,358.47)**.

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

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

Name and Address of Agents	Amount	Purpose of commission or gratuity
N/A	N/A	N/A

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

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

Signed:  Wilson Obeya

In the capacity of: Principal Partner

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

Date: 11th April, 2022

Form 5B1 Financial Proposal Submission Form

E.F. Projects Ltd.
Block E, Flat 1,
Sky Memorial Complex,
Wuse Zone 5, Abuja.
31st March, 2022.

To: The Vice Chancellor,
Benue State University
Makurdi, Benue State.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Design of CEFTER Food Processing Factories and Laboratories in accordance with your Request for Proposal dated March 15th 2022 and our Technical Proposal. Our attached Financial Proposal is for the sum of Ninety-One Million, Eight Hundred and Twentv-Six Thousand Four Hundred and Sixty Naira Seven Kobo Only (N91,826,460.07). This amount is exclusive of Nigerian taxes, which we have estimated at Six Million, Eight Hundred and Eighty-Six Thousand Nine Hundred and Eighty Four Naira, Fiftv-One Kobo Only (N6,886,984.51).

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

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

Name and Address of Agents	Amount	Purpose of commission or gratuity
Not Ascertained	Not Ascertained	Not Ascertained

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

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


Signed: Yisa Bernard

In the capacity of: Managing Director

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

Date: 31st March, 2022

Form 5B2 Summary of Costs

Cost Component	Costs
EXTERNAL WORKS	
consultancy fees	₦18,225,425.25
FACTORY	
consultancy fees	₦40,285,678.85
ADMIN BUILDING	
consultancy fees	₦24,445,300.92
Reimbursable Expenses	₦ 8,870,055.05
Sub-Total	₦91,826,460.07
Local Taxes (VAT) 7.5%	₦ 6,886,984.51
Grand-Total	<u>₦ 98,713,444.58</u>



BENUE STATE UNIVERSITY, MAKURDI
(Procurement Unit)

Internal Memo

From: Coordinator

To: The Vice-Chancellor

Ref:

Date: December 08, 2022

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

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

The agreement is forwarded for your information.

Thank you.


Adzer James CNA



BENUE STATE UNIVERSITY MAKURDI

Articles of Agreement

&

STANDARD FORM OF CONSULTANCY

Consulting Services for CEFTER Foods Processing Factories and
Laboratory Design.

Contract No.....

Contractor: Oasisgate Konsult Limited.

Date: December 2022

THIS AGREEMENT is made this 6th day of December 2022

BETWEEN:

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

AND


Oasisgate Konsult Ltd. of Flat1, Goshen Court, Plot 35-41 Gbazango Extension, Kubwa, Abuja. (Hereinafter referred to as "The Consultant") which term shall include its successors and assigns on the other part.

WHEREAS:

1. The Consultant is a Supply/Service provider located at Flat1, Goshen Court, Plot 35-41 Gbazango Extension, Kubwa, Abuja.
2. The Client is desirous of engaging the Consultant for Consulting Services for CEFTER Foods Processing Factories and Laboratory Design.
3. The Consultant has undertaken to carry out the Service in (2) above for the Client using its expertise experience in the business of Construction.

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

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


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



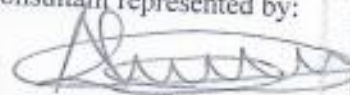
In the presence of James Adzer CWA

Witness Signature [Handwritten Signature]

Address: Benue State University Makurdi, Benue State

Occupation Administration

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


.....
Arc. Isaac Samson Ahwuhien
Project Manager



For and on behalf of the Consultant Oasisgate Konsult Ltd (For and on behalf of other consulting firms) of Flat 1, Goshen Court, Plot 35-41 Gbazango Extension, Kubwa, Abuja.

In the presence of Ikya IORHOM STEPHEN

Witness Signature [Handwritten Signature]

Address BETHNID BAPTIST H/SCHOOL AKHUSA MKRDI

Occupation: [Handwritten Signature]

Section 3. General Conditions of Contract

A. General

1. Definitions
- 1.1 The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) The **"Client"** is the party named in the SCC who engages the Consultant to perform the Services.
 - (b) **"Completion"** means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
 - (c) The **"Completion Date"** is the date of actual completion of the fulfilment of the Services.
 - (d) The **"Consultant"** is the organisation whose proposal to perform the Services has been accepted by the Client and is named as such in the SCC and the Contract Agreement.
 - (e) **"Contract Agreement"** means the Agreement entered into between the Client and the Consultant together with the Contract Documents.
 - (f) **"Contract Documents"** means the documents listed in the Agreement, including any amendments thereto, that is these General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.
 - (g) **"Day"** means calendar day.
 - (h) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to GCC Clause 18.
 - (i) **"GCC"** mean the General Conditions of Contract.
 - (j) **"Government"** means the Federal Government of Nigeria.
 - (k) The **"Intended Completion Date"** is the date on which it is intended that the Consultant shall complete the Services as specified in the SCC.
 - (l) **"Member"** means any of the entities that make up a joint venture when the Consultant consists of a joint venture; and **"Members"** means all these entities.
 - (m) **"Month"** means calendar month
 - (n) **"Party"** means the Client or the Consultant, as the case may be, and **"Parties"** means both of them. Third party means any party other than Client as Consultant.
 - (o) **"Personnel"** means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part t; and **"Key Personnel"** means the Personnel referred to in GCC Sub Clause 24.1.
 - (p) **other expenses** means all assignment-related costs other than Consultant's remuneration.
 - (q) **"Remuneration"** means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.
 - (r) **"SCC"** means the Special Conditions of Contract by which the GCC

may be amended or supplemented.

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

2. Contract Documents

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

3. Corrupt, Fraudulent, Collusive or Coercive Practices

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

3.2 In pursuance of this requirement, the Client shall:

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

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

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

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

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

- (b) "*Fraudulent practice*" means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Client,
- (c) "*Collusive practice*" means a scheme or arrangement among two and more Consultants with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and
- (d) "*Coercive practice*" means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

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

4. Interpretation

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

4.2 Entire Agreement

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

4.3 Amendment

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

4.4 Non-waiver

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

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

4.5 Severability

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

other provisions and conditions of the Contract.

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

ns and Notices

Contract shall be in writing to the address specified in the SCC.

11.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

11.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

12. Assignment

12.1 Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract.

13. Relation between the Parties

13.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

14. Site

14.1 The Services shall be performed at such locations as are specified in Appendix I, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.

15. Authority of Member in Charge

15.1 In case the Consultant consists of a JV of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

16. Authorized Representatives

16.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

17. Taxes and Duties

17.1 The Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Governing Law, the amount of which is deemed to have been included in the Contract Price.

B. Commencement, Completion and Modification of Contract

18. Effectiveness of Contract

18.1 The Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

19. Termination of Contract for Failure to Become Effective

19.1 If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

20. Commencement of Services

20.1 The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.

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

C. Consultant's Personnel and Sub-Consultants

23. General 23.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.
24. Description of Personnel 24.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 3, to the contract if any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
25. Approval of Personnel 25.1 The Client hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 to the contract. In respect of other Personnel that the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed approved by the Client.
26. Removal and/or Replacement of Personnel 26.1 Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client.
- 26.2 If the Client
- (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or
 - (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel,
- then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with equal or better qualifications and experience and acceptable to the Client.
27. Project Manager 27.1 If specified in the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a Project Manager, acceptable to the Client, shall take charge of the operations of the personnel and performance of such Services.

D. Obligations of the Consultant

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

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

35. Liability of the Consultant

- 35.0 The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
- 35.1 The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.
- 35.2 The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of:
- a. infringement or alleged infringement by the Consultant of any patent or other protected right; or
 - b. plagiarism or alleged plagiarism by the Consultant.
- 35.3 The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
- 35.4 The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC Clause 29 provided:
- a. that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SCC;
 - b. that the ceiling on the Consultant's liability under GCC Clause 29 shall be limited to the amount indicated in the SCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and
 - c. that the Consultant's liability under GCC Clause 29 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- 35.5 In addition to any liability the Consultant may have under GCC Clause 29, the Consultant shall, at their own cost and expense, upon request of

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

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

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

performance of the Services itself.

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

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

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| 44. Change in the Applicable Law Related to Taxes and Duties | 44.1 | If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the amounts otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC Sub Clause 49.2. |
| 45. Services, Facilities and Property of the Client | 45.1 | The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix 5A to the contract at the times and in the manner specified in said Appendix 5A. |
| | 45.2 | In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 5A to the contract, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub Clause 49.3. |
| 46. Payment | 46.1 | In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by GCC Clauses 49 to 55. |
| 47. Counterpart Personnel | 47.1 | The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 5B to the contract. |
| | 47.2 | If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 5B, the Client and the Consultant shall agree on <ul style="list-style-type: none">(a) how the affected part of the Services shall be carried out, and(b) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to GCC Sub-Clause 49.3. |
| | 47.3 | Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request. |

F. Payments to the Consultants

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

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

54. Final Payment 54.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.
55. Suspension of Payments 55.1 The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure, and
 - (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

G. Time Control

56. The Services to be Completed by the Intended Completion Date 56.1 The Consultant shall carry out the Services in accordance with the Programme submitted by the Consultant, as updated with the approval of the Client and complete them by the Intended Completion Date.
57. Early Warning 57.1 If at any time during performance of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
58. Extension of the Intended Completion Date 58.1 In the event the Consultant is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons thereof. The Client shall extend the Intended Completion Date if the reasons given by the Consultant are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date.

59. Progress Meetings

- 59.1 The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of works. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.
- 59.2 The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the Consultant for action.

60. Good Faith

H. Good Faith and Fairness in Operation

61. Fairness in Operation

- 60.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 61.1 The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 74.

62. Termination for Default

I. Termination and Settlement of Disputes

- 62.1 The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.
- 62.2 Fundamental breaches of the contract shall include but shall not be limited to, the following:
- (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 56, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
 - (b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;
 - (c) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract;
 - (d) If the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub-Clause 74.2;
 - (e) If the Client fails to pay any money due to the Consultant pursuant

to this Contract and not subject to dispute pursuant to GCC Sub-Clause 74.2 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or

- (f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

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

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

69. Cessation of Rights and Obligations 69.1 Upon termination of the Contract pursuant to GCC Clauses 19, 63, 64, 65 or 66, or upon expiration of this Contract pursuant to GCC Clause 21, all rights and obligations of the Parties hereunder shall cease, except
- (a) such rights and obligations as may have accrued on the date of termination or expiration;
 - (b) the obligation of confidentiality set forth in GCC Clause 35;
 - (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 38; and
 - (d) any right which a Party may have under the Applicable Law.
70. Cessation of Services 70.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 63, 64, 65 or 66, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clauses 41 or 42.
71. Payment upon Termination 71.1 Upon termination of the Contract pursuant to GCC Clauses 63, 64, 65 or 66, the Client shall make the following payments to the Consultant:
- (a) remuneration pursuant to GCC Sub-Clause 51.2 for Services satisfactorily performed prior to the effective date of termination, and other expenditures pursuant to GCC Sub-Clause 51.3 for expenditures actually incurred prior to the effective date of termination; and other expenditures
 - (b) except in the case of termination on the Consultant's default, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.
72. Disputes about Events of Termination 72.1 If either Party disputes whether an event specified in GCC clause 63, 64 or 66 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 74, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- 72.2 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 74.
73. Settlement of Disputes 73.1 Amicable Settlement
- (a) The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 73.2 Arbitration
- (a) Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within twenty-eight (28)

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

Section 4. Special Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a) 1.1 (d) 1.1 (k)	<p>The Client is Benue State University, Vice-Chancellor, Benue State University, Km 2, Gboko Road, Makurdi.</p> <p>The Consultant is Oasisgate Konsult Ltd. Flat1, Goshen Court, Plot 35-41 Gbazango Extension, Kubwa, Abuja.</p> <p>The Intended Completion Date is thirty (30) weeks (up to the completion of the named project).</p>
4.6	<p>The assignment (Architectural; Structural; Mechanical; Electrical and Quantity Surveying services) is to be completed in the following phases:</p> <ol style="list-style-type: none"> 1. Stage One: Feasibility and concept (25%) 2. Stage two: Design and pre-contract processes (50%) 3. Stage three: Post-contract supervision and report (25%)
[6.1]	[Non eligible countries are:]None
[6.2]	[Materials, equipments and supplies used by the Consultant are not permitted if they have originated in <i>[state countries]</i>]None
11.1	<p>The addresses for <u>Communications and Notices</u> are:</p> <p>Client: Benue State University, Makurdi. Attention : Vice-Chancellor Facsimile : E-mail :</p> <p>Consultant: Oasisgate Konsult Ltd. Attention : Arc. Isaac Samson Ahwuhyen Facsimile: E-mail: oasisgatekonsult@yahoo.com</p>
15.1	The Member in Charge is Oasis Konsult Ltd.
16.1	<p>The Authorized Representatives are:</p> <p>For the Client : Coordinator, Directorate of Physical Planning.</p>

	For the Consultant : Arc. Isaac Samson Ahwuhyen
18.1	The effectiveness conditions are the following: <i>[insert conditions]</i> <i>Note: List here any conditions of effectiveness of the Contract, e.g., receipt by consultant of advance payment and by Client of advance payment guarantee (see Clause GCC 53. If there are no effectiveness conditions, then state so above.</i>
19.1	The time period for stage one shall be as agreed
20.1	The time period for stage two shall be as agreed
21.1	The time period for stage three shall be throughout the construction works.
28.1	The person designated as Project Manager in Appendix C to the contract shall serve in that capacity <i>Note: If there is no such manager, then state so above.</i>
36.5 (a)	The number of months shall be <i>up to the completion of construction.</i>
36.5 (b)	The ceiling on Consultant's liability shall be limited to <i>[insert amount]</i>
37.1(a)	The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Nigeria by the Consultant or their Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of <i>[insert amount]</i> ; (b) Third Party liability insurance, with a minimum coverage of <i>[insert amount]</i> ; (c) Professional Liability insurance, with a minimum coverage of <i>[insert amount]</i> ; (d) Employer's Liability and Workers' Compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. <i>[delete what is not applicable].</i>
39.1(c)	The other actions are: <i>[insert actions]</i> . <i>Note: If there are no other actions, then state so above. If the Services</i>

	<p><i>consist of or include the supervision of civil works, the following action should be inserted:</i></p> <p>"Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".</p>
41.1	<p><i>Note: If there is to be no restriction on the future use of these documents by either Party, then state so above. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p>"The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client".</p> <p>"The Client shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant."</p> <p>"Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party."</p>
43.1(d)	<p><i>Note: List here any other assistance to be provided by the Client. If there is no such other assistance, then state so above.</i></p>
49.2	<p>The Lump-sum amount is: Eighty Million Naira (N80,000,000.00) only.</p>
50.1	<p>The account is: <i>[insert account]</i>.</p>
53.1	<p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <p>3. An advance payment of <i>[insert amount – usually 10%]</i> shall be made within <i>[insert number]</i> days after the Effective Date)</p> <p>(2) Usually, for advance payment up to value of 10%, no bank guarantee is required. For advance payment above 10%, a bank guarantee shall be required, equivalent to the amount of the advance payment. <i>[The procuring entity should amend this clause as required for the particular procurement.]</i></p>
54.1	<p>Payment shall be made according to the following schedule:</p> <p><i>(Note: This is a sample payment provision and should be specifically drafted for each contract depending on the type of deliverables)</i></p> <ul style="list-style-type: none"> • Twenty-five (25) percent of the Contract Price shall be paid on the acceptance of the feasibility report and concept. • Fifty (50) percent of the lump-sum amount shall be paid on acceptance

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