

BSU/VC/PERS/322

30th November, 2022

The Managing Director,
Plan-B Integrated Projects Limited,
No.22 Konshisha Street H/L
Makurdi.

LETTER OF CONTRACT AWARD

Project Title: CONSTRUCTION OF EXTERNAL WORKS 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 External works Associated with Construction of 2No. Semi-Detached Three (3) Prototype at CEFTER Factories to the tune of **One Hundred and Thirty Five Million Four Hundred and Forty Seven Thousand Two Hundred and Ninety One-naira (N135,447,291.00) only** for twenty five (25) 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



6th December, 2022

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

CP
Signa ph.
8/12/22

Dear Sir,

CONTRACT AWARD ACCEPTANCE CONFIRMATION.

We write to inform you that the contract award letter dated 30th November, 2022, for the external works associated with the construction of 2 No. Semi-Detached three (3) Prototype Factories to the tune of **One Hundred and Thirty Five Million, Four Hundred and Forty Seven Thousand, Two Hundred and Ninety One Naira .(N135,447,291)** only has been received by our company.

We have gone through the terms and conditions stated by your organization and we have hereby accepted all stated terms.

Thank you and looking forward to working with your organization.

Yours Faithfully,

Shambe Hifan
MD/CEO

**BENUE STATE UNIVERSITY
MAKURDI**



Articles of Agreement

&

STANDARD FORM OF CONTRACT

EXTERNAL WORKS ASSOCIATED WITH CONSTRUCTION
OF TWO 2No. SEMI-DETACHED THREE (3) PROTOTYPE FACTORIES
Contract No.....

Contractor: Plan-B Integrated Projects 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. 22 Konshisha 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 External Works associated with 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.

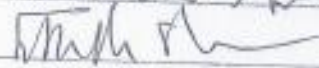
IN WITNESS WHERE OF, the Client has hereunto set his hand and seal the day and year first above written.

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 Adesoro Cwa.
Address: Benue State University
Occupation: Administration
Signature: 

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


Shambe Hiifan
Project Manager
Plan-B Integrated Projects Ltd.



In the Presence of:

Name: Dr. Iwbor Philip
Address: Apin Public Health Initiative, Makurdi.
Occupation: Public Health worker

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.

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.

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 construction of the Contract.

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;

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

- modification.
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. One Hundred and Thirty-Five Million, Four Hundred and Forty-Seven Thousand, Two Hundred and Ninety-One Naira (N135,447,291.00) only for twenty-five (25) 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** 24.1 The Contractor shall employ the key personnel named in the Schedule of

- 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 safety, security and protection of the environment measures.

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.

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

- 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 65, 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 tests, the Contractor shall carry out the tests in accordance with the Specifications and Drawings.

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.

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

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 retain³ 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.

- 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 at the rates stated in the

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.

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

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>Plan-B Integrated Projects Limited</i> No. 22, Konshisha Street, High Level, Makurdi, Benue state. <i>Shambe Hijfan</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-five (25) weeks</i>
GCC 1.1(ac)	The Site is located at <i>CEFTER 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(sj)	The Works consist of: <i>External works associated with the 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 Schedule of Other Contractors</i> <i>24.1 The Schedule of Key Personnel</i> <i>27.1 Site Investigation Reports</i>
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]</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	The Consultant shall obtain specific approval of Benue State University before taking any of the following actions: <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	The Site Possession Date shall be <i>as agreed</i> If the site is composed of a number of locations, then indicate the date for each location.
GCC 38.1	The minimum insurance cover shall be: <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>[the Contractor shall provide this amount at the time of Contract signing].</i>

	(g) The minimum cover for personal injury or death insurance: (i) for the Contractor's employees is as per the law and common practice in Nigeria. (ii) and for third parties is as per the law and common practice in Nigeria.
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	The liquidated damages for the whole of the Works are <i>[percentage of the final Contract Price]</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>[percent]</i> percent of the final Contract Price. <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>
GCC 69.1	The Bonus for the whole of the Works is <i>[percent of final Contract Price]</i> per day. The maximum amount of Bonus for the whole of the Works is <i>[percent]</i> percent of the final Contract Price.

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) GCC 82.3(b)	The Adjudicator jointly appointed by the parties is <i>(name and address of the Adjudicator)</i> <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 One Hundred and Thirty-Five Million, Four Hundred and Forty-Seven Thousand, Two Hundred and Ninety-One Naira (N135,447,291.00) only.