

**Consulate General of India  
Lagos, Nigeria**



**REQUEST FOR PROPOSAL (RFP) DOCUMENT**

**FOR A TURNKEY CONSTRUCTION & INTERNAL FURNISHING PROJECT  
FOR**

**Construction and interior furnishing of representation area on the ground floor  
of the existing residence of the Consul General**

Date of issue: ***(To be filled by Mission/Post)***

Last date of submission: ***(To be filled by Mission/Post)***

**REQUEST FOR PROPOSAL (RFP) DOCUMENT**  
**FOR A TURNKEY CONSTRUCTION PROJECT**  
**FOR**

**Construction & Internal furnishing of representation area on the ground floor of the  
existing residence of the Consul General**

The objective of this RFP is to select an appropriately qualified and adequately experienced reputed construction and interior decorator firm to provide a turnkey construction and internal furnishing project on the ground floor of the existing residence of the Consul General

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**REQUEST FOR PROPOSAL (RFP) DOCUMENT****FOR A TURNKEY CONSTRUCTION PROJECT****FOR****Construction & internal furnishing of representation area on the ground floor of the existing residence of the Consul General**

The President of India acting through the Consul General of India in the Consulate General of India, Lagos requests proposals in sealed envelopes for selection of Construction and interior decoration firm for **Construction & furnishing of representation area on the ground floor of the existing residence of the Consul General**. The proposal duly completed in prescribed format as per RFP document along with earnest money deposit (EMD) of Naira 1150,000 must reach office of **Head of Chancery, Consulate General of India, Lagos (Nigeria), Office Address: 8A Walter Carrington Crescent, Victoria Island, Lagos, Nigeria** on or before 20 June 2023 (3pm WAT). The detailed RFP document along with its annexures may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the Consulate General of India, Lagos at <https://cgilagos.gov.in> The bidders should submit the bid in three separate sealed envelopes containing EMD, Technical Bid and Financial Bid, with the same being clearly superscribed on the envelopes. No bid will be accepted without EMD or EMD of amount less than requisite amount and will be rejected at once.

2. The important schedules and dates are as under:

Sl No	Key Event	Dates
1.	Bid Submission Commencement	10 May 2023 at 1100 hrs
2.	Pre-Bid Meeting	15 May 2023 at 1500 hrs
3.	Last Date of Submission of Bids	20 June 2023 at 1500 hrs
4.	Date* of opening of Technical Bids (Participant bidders may wish to be present)  * Date & time for opening of financial bids of technically qualified bidders will be communicated separately	21 June 2023 at 1600 hrs
5.	Venue for pre-bid and opening of bids	Consulate General of India, 8A, Walter Carrington Crescent, PMB 80128, Victoria Island, Lagos, Nigeria

3. For any tender related enquiry/clarification, please contact Head of Chancery by E-mail at [hoc.lagos@mea.gov.in](mailto:hoc.lagos@mea.gov.in) and/or [admn.lagos@mea.gov.in](mailto:admn.lagos@mea.gov.in). Security In-Charge may be contacted (+2348128308756) for site visit.

21. The sealed bids would be opened on 21 June 2023 at 1600 hrs in Conference Room of the Consulate General of India, Lagos. The tenderer or their authorised representatives may attend the opening of the tender bids.

**Sd/-**  
**(Ajay Sharma)**  
**Head of Chancery**

### INTRODUCTION

- 2.1 Project Details:  
***Construction & internal furnishing of representation area on the ground floor of the existing residence of the Consul General***
- (i) ***Purpose of the building: Official, (ii) Total built-up area: 225 sqm subject to actual measurement, (iii) Number of floors involved: Ground and first floor (for connectivity purposes with the existing residence) (iv) Type of foundation: Brick/Glass frame structure,***
- 2.2 Consulate General of India, Lagos (Nigeria), hereafter referred to as 'Employer', wishes to select a construction and interior furnishing firm for the above project.
- 2.3 The firm would be responsible for comprehensive Architectural & structural Design, hereafter referred to as '**Contractor**' as per the scope of work.
- 2.4 As a part of the process of selection of the Contractor, proposals are hereby invited from reputed firms having proven professional capabilities in turnkey construction and interior furnishing project delivery.
- 2.5 Primary eligibility criteria:
- a) Should have registered Office in Lagos (Nigeria) to provide construction and interior furnishing projects
  - b) Should be able to design and suggest best uses for the available space. To be evaluated through the presentation.
  - c) Should have an experience of at least three years in rendering such projects.
  - d) Should have rendered at least three projects of such nature for at least one project of cost equivalent of Naira 70 million OR two projects of cost equivalent of Naira 40 millions **OR** three or more projects of cost equivalent of Naira 90 million including civil, electrical, HVAC, mechanical, plumbing, erection & commissioning of centralized AC plant, interior works for reputed Clients. Copies of Letter of Award of Work indicating cost of project and copies of completion certificates to be submitted in support.
  - e) Should not have any legal dispute with the High Commission of India, Abuja, Nigeria or with Consulate General of India, Lagos (previously known as Office of High Commission of India, Lagos).
  - f) Should have strong financial standing. Three year's balance sheet may be submitted.
- 2.6 This Request for Proposal, hereafter referred to as 'RFP', is addressed to only those applicants who may be eligible as per the primary eligibility criteria contained in this document. The purpose of this RFP document is to provide infor-

mation to the eligible applicants for preparation of their proposals for the selection process.

- 2.7** Applicants are expected to make their own assessment and satisfy themselves fully with all aspects of the site conditions, project needs, local environment, functional and statutory requirements for construction & interior decoration of such buildings and make proposals accordingly.
- 2.8** Applicants are required to submit their proposals strictly according to the terms and conditions and in the form and manner specified.
- 2.9** Applicants are required to submit the Earnest Money Deposit (EMD) of Naira 1150,000 in the form of Bank draft or Banker's cheque or an unconditional Bank Guarantee with a validity of minimum (six) months, in favour of the Consulate General of India, Lagos along with the proposal. **EMD shall be submitted in a separate sealed envelope.** If a proposal is withdrawn after due date and time, the earnest money deposited by the applicant will be forfeited. Bids submitted without earnest money shall be summarily rejected.
- 2.10** EMD in respect of all unsuccessful applicants shall be returned without any interest, after the successful signing of agreement with the Contractor. In case of the selected Contractor, the EMD shall be adjusted as part of the performance guarantee to be submitted by them as per clause 5.5 of the RFP.
- 2.11** Employer reserves the right to terminate the selection process or postpone the same at any stage without assigning any reasons thereof.
- 2.12** The proposal must remain valid for a period of 180 days from the date of opening of the financial bid.
- 2.13** Any description/elaboration of item of work specifically not included in the 'Scope of Work' but which is part of the project as per good engineering practices shall not be a valid ground for claiming additional fee or remuneration.

**SCOPE OF WORK**

**3.1 General Services**

- 3.1.1** The scope of the RFP includes all designing, construction and interior decoration works need to be performed for construction of buildings and their commissioning.
- 3.1.2** The complete work needs to be monitored, coordinated, managed, evaluated and administered by the Contractor. There should be no sub-contractor and all the performance guarantee has to be assured by the contractor.
- 3.1.3** The Contractor shall ensure that all project activities are in accordance with the latest building codes and other relevant statutes in Lagos (Nigeria) and as per Local Body Approval for the project.
- 3.1.4** The Contractor shall be duty-bound to act on the directions of Consulate General of India, Lagos (Nigeria) in all project matters and shall perform, or cause to be performed all the identified initiatives and milestones strictly in accordance with such directions.
- 3.1.5** ***Consulate General of India, Lagos (Nigeria)***, will provide sufficient storage space for the construction and interior furnishing activities.
- 3.1.6** The Contractor should have at least one graduate Civil Engineer and his contact details should be shared with the Consulate for liasoning. In addition to above minimum technical staff, the Contractor shall appoint as many personnel for this turnkey project as may be required for fulfilling its responsibilities. Their name with a copy of Identity paper may be shared in advance.
- 3.1.7** There should be periodic joint inspection to monitor the progress of the work.
- 3.1.8** The decision of ***Consulate General of India, Lagos (Nigeria)***, will remain final in all matters relating to the interpretation of architectural design and related architectural details; and the Contractor will execute such decisions to the satisfaction of ***Consulate General of India, Lagos (Nigeria)*** and advise in advance if there is any engineering or structural inadequacies in execution.
- 3.1.9** The Contractor should submit the final design and the drawings to the ***Consulate General of India, Lagos (Nigeria)***. For security reasons, it is required that these designs and layouts are only shown to barest minimum people and that too on only need to know basis.
- 3.1.10** *Details scope of work is*

**4 SCOPE OF WORK**

**5** The scope of work given below is tentative. The bidder is advised to

inspect the site and understand the full scope of work.

<b>S / N</b>	<b>PROJECT DESCRIPTION</b>	<b>SCOPE (Measurements are tentative and subject to actual measurement as per suggested design)</b>
1	PRELIMINARIES AND GENERAL MATTERS	1. Plant, Scaffolds, Tools and Vehicles 2. Temporary Stores 3. Shelters for the Workmen, etc. 4. Safety, Health and Welfare of workmen 5. Protection of Existing Services 6. Protection of First Aid Equipment
2	Construction work	<p><b>BRICK/BLOCK WALLING</b> Sandcrete hollow block work strength 2N/mm<sup>2</sup> at 28 days, bedded and jointed in cement and sand mortar (1:4)mix (A225mm block)  <b>98m<sup>2</sup></b>            Mortar, cement to BS5224 class MC12.5(with air entraining agent and sand to BS 1199 type A mix (1:3) Steel trowled-internally 12mm thick to blockwork  <b>225m<sup>2</sup></b>            Apply Pop Skim coat rendering to Walls internally  <b>225m<sup>2</sup></b>  <b>GLASS AND STUD WALL PARTITION</b>            Double glazed partition 10mm thick low toughened glass with all accessories  <b>190m<sup>2</sup></b>            Dry wall Office partition with height not more than 3.00m manufactured with galvanized steel studs cover both sides with plaster boards screeded with white pop slurry sanded smooth  <b>20m<sup>2</sup></b>            50mm rockwool infill insulation material to Conference room  <b>20m<sup>2</sup></b>            Sound insulation: Fabricate and installation of 200mm thick 300mm high Buckhead drywall over partition with galvanised tracked and studs as the support system with 50mm rockwool infill insulation material  <b>66m<sup>2</sup></b>            Supply aluminum duct cover with accessories  <b>2Nr</b>  <b>GLASS DOORS -</b>            Doors to internal areas size 1500 X 2400mm (assumed frame 110mm) based on lacquered laminate finish. Ironmongery plus kick and push</p>

		<p>plate included. Door closers. - G1200 x 2400mm <b>1Nr</b></p> <p><b>SECURITY DOOR</b> Double leaf security steel door made of 1.2mm steel plate with 9 inches (max27cm width galvanized steel frame with complete accessories size 1500 x 2100mm <b>1Nr</b></p> <p><b>TIMBER DOORS</b> Solid cored flush door with 6mm well seasoned exterior quality veneered plywood finish, lipped on all edges with selected well seasoned hardwood plugged to concrete or blockwork with ironmongry. K45mm Flush door size 750 x 2100mm high <b>2Nr</b></p> <p>The construction of good quality wall/ glass work, floor tiles, and false ceiling with attention to aesthetic appeal is essential for the project. It is important to ensure that the structure of the existing site is not compromised.</p> <p>A connecting entrance from the side of stairs must be constructed to create a seamless transition from the stairs to the representation area. Alignment of existing water &amp; drainage system</p>
3	FITTINGS AND FIXTURES	<p>Kitchen Cabinet with sink and Tap with marble top.</p> <p><b>FLOOR , WALL AND CEILING FINISHING</b> 40mm thick Cement and Sand floor screed (1:4) to receive floor tiles <b>160m2</b></p> <p>Floor tiles 60 X 60cm x 8mm size vitrify floor tiles <b>160m2</b> Vitrify floor tiles to toilets - <b>12m2</b> Ceramic Wall Tiles - to toilet. <b>49m2</b></p> <p>Allowance for grout for all tiles 40kg POP gypsum suspended ceiling, insulating grade; 5 joints, filled with plaster and scrimmed; fixing with galvanised nails, and joint finished with POP screed including perimeter shadow gap <b>160m2</b></p>



		<p>Supply curtain/window blind</p> <p style="text-align: right;"><b>127m2</b></p> <p>Fitting of Venetian blinds is necessary for controlling the amount of light entering the space and providing privacy.</p>
4	PLUMBING AND ELECTRICAL INSTALLATIONS	<p>Modification of the Water/Sewage system is necessary to ensure its suitability for the intended purpose.</p> <p>Allow for Pipes and Sanitary appliances with all accessories item</p> <p>Provision of high-quality WC and urinal fittings from reputable brands is crucial for ensuring optimal hygiene and functionality of the washroom. Hand dryer would be installed.</p> <p>Supply and installation of WC</p> <p style="text-align: right;"><b>1Nr</b></p> <p>Supply and installation of wash hand basin</p> <p style="text-align: right;"><b>4Nr</b></p> <p>Supply and installation of Urinal</p> <p style="text-align: right;"><b>2Nr</b></p> <p>Supply and installation of ceramic Electrical cook top 4 burner</p> <p><b>1Nr</b> (Brand to be specified)</p> <p>Supply and installation of cooker hood extractor fan</p> <p style="text-align: right;"><b>1Nr</b></p> <p>150mm dia. (Xpelair)., Air flow 266M3/HR <b>2Nr</b></p>
5	AIR-CONDITIONING	<p>CEILLING CASSETTE AIR-CONDITIONING UNIT R4-way 60x60 cassette calling // Type air-conditioning unit.. Indoor and outdoor unit c/w mounting and fixing accessories Panasonic or any approved model of similar Capacity:Symbol:- CU/T1- 25,000M Btu/h (2.5HP)</p>
6	ELECTRICAL	<p>Installation of good quality electric wiring and energy-saving fittings is critical to ensure optimal performance and longevity of the electrical system.</p> <p>Cabling, Switches, sockets, and Light fittings</p> <p>Supply and installation of 65" Samsung LED TV with bracket</p> <p style="text-align: right;"><b>1Nr</b></p> <p>Supply Panasonic 200 ltrs refrigerator</p> <p style="text-align: right;"><b>1Nr</b></p> <p>Supply and installation 2 speaker and 2 compatible Bluetooth microphones Panasonic or approved equal Ahuja Son's or similar</p>

		reputed brand to be specified
7	FURNITURE	<p>12 seater dining table and dining chairs of high quality.</p> <p>8 Seater Meeting table with melamine top wood vanished structure with cable tray <b>Nr1</b></p> <p>Meeting chairs nylon base-seating. and fixed Backrest armrests . and Simple-Line seating upholstered mechanism in flame-retardant <b>Nr8</b></p> <p>Storage melamine storage unit with 3 doors and 2 doors to meeting room and entrance lobby <b>Nr2</b></p> <p>3 seater L-shape sofa <b>Nr2</b></p> <p>2 seater sofa <b>Nr 3</b></p> <p>Coffee/ Centre table <b>Nr2</b></p>
8	PAINTING	<p>Apply 2 coats of dulux emulsion paint or equal approve to the surface of the Block and dry wall/Block Wall after excreeding/ POP 300mm</p> <p><b>225m2</b></p> <p>Dry wall <b>86m2</b></p> <p>Reveal - <b>65m</b></p> <p>Suspended Ceiling <b>167m2</b></p>

**3.1.20 Code of Integrity for Public Procurement:** Procuring authorities as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-

competitive arrangement, or any other practice, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

#### **Full assistance in all project related legal matters and other mandatory compliances**

The Contractor shall provide full coordination including required administrative / secretarial support and full assistance to **Consulate General of India, Lagos (Nigeria)**, and/or other agencies appointed by **Consulate General of India, Lagos (Nigeria)** in all project related legal matters and other mandatory compliances..

### **4. WORK MANAGEMENT**

#### **Field Engineering, Supervision & Design support**

The selected contractor should regularly interact with the Architect to ensure that the construction is ongoing as per selected design and resolve all issues related to project execution. Review of advance copies of ‘Good for Construction’ (GFC) drawings submitted by Architect to the satisfaction of **Consulate General of India, Lagos (Nigeria)**.

Arrange for clarification and/or resolution of conflicts pertaining to contract drawing, specifications and engineering problems.

#### **5.1 MEASUREMENT AND BILL CHECKING:**

**5.1.1** This project is a lumpsum construction and interior furnishing turnkey project. The quality of furniture should be as per scope of work for the declared model/brand. *Comparable brands can be used only with the approval of the Consulate General of India, Lagos (Nigeria). The comparability can be ascertained from either through e-commerce sites or through quotations from reputed firms of Lagos.*

#### **5.2 QUALITY ASSURANCE/QUALITY CONTROL:**

**5.2.1** The Contractor shall perform all duties for quality assurance of work and carry out comprehensive technical supervision of the works to ensure conformity with approved designs, specifications for materials and workmanship, adopted QA/QC and HSE procedures, relevant standards and codes and sound engineering practices.

**5.2.2** The Contractor shall check that various products guarantees are available for sufficient period and handover the guarantee papers to the **Consulate General of India, Lagos (Nigeria)**.

**5.3 HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS:**

- 5.3.1** The Contractor shall ensure that while carrying out the works under the assignment the contractor shall place due importance and regard to the overall aesthetics, ambience, topography and eco-system of the site.
- 5.3.2** The Contractor shall assist the Contractor to obtain construction permits, quota certificates, licenses, services connections etc. from the concerned local authorities/ agencies as required for the construction work and seeking approval from the Employer for the same, if required.
- 5.3.3** The Contractor shall also take due precautions to ensure all necessary compliances for environment and Health & Safety requirements at site as well as at contractors labour camps if any in campus.
- 5.3.4** The Contractor shall ensure the highest standards of safety, security and health for all workers of all contractors and other agencies and also all other persons entering the site in conformance with legal provisions, codes, standards and good practices. The Contractor shall also conduct training/ orientation and briefing of all workers and visitors in the regard.

**5.4 CONTRACT ADMINISTRATION:**

- 5.4.1** The Contractor shall maintain complete records of contracts from award to final acceptance, payment, and close-out.
- 5.4.2** Contracts and purchase orders along with record of all day to day correspondences and meetings including contractual issues with all the contractors, and to keep the Employer up to date with these.
- 5.4.3** Progress payment records shall be maintained by the Contractor.

**5.5 PROJECT COMPLETION:**

- 5.5.1** The turnkey project should be handed over to the employer at one go as per scope of work and with architectural & engineering drawings, complete inventory, maintenance manuals and guarantee papers.
- 5.5.2** The Contractor shall arrange for modifications and adjustments, if required, to equipment and systems prior to final acceptance/handing over of each facility or system to the satisfaction of **Consulate General of India, Lagos (Nigeria)**.
- 5.5.3** The Contractor shall ensure that the constructed works and sites are cleaned and prepared for occupancy and use.
- 5.5.4** The amount of Liquidated Damages payable by the Contractor to the Employer will be calculated @0.5% of accepted contract amount per week to be computed on per day basis. The total amount of liquidated damage shall be limited to 10% of accepted tender cost.

5.5.5 Retention Money will be limited to 5% of the accepted tender amount and 5% of each Running bill will be deducted towards retention money. Retention money shall be released after completion and handing over to the Mission.

**PREPARATION & SUBMISSION OF PROPOSAL**

**6 Preparation of Proposal:** Proposal shall be submitted giving the details stated hereinafter.

**6.1 Earnest Money:** The bidder has to deposit an earnest money of Naira 1150,000 in the form of Bank Guarantee with a validity of minimum (six) months, in favor of **Consulate General of India, Lagos (Nigeria)** along with the Technical bid. Bids submitted without earnest money shall be summarily rejected. If a proposal is withdrawn after due date and time, the earnest money deposited by the applicant will be forfeited.

**6.2 Technical Proposal:** This should contain the following information:

**6.3 Company profile** giving inter-alia, information on:

- a) Total number of years of experience in the construction or Interior designing/furnishing work since its establishment.
- b) Whether rendered services pertain to Construction, Civil, Electrical, HVAC, Plumbing, Fire Fighting, Interior Furnishing for reputed government, diplomatic offices or Corporate Clients for prestigious projects giving details.
- c) Whether the Contractor has qualified professionals on their rolls who have direct work experience in erection and commissioning of civil works and electrical works. Please furnish details.
- d) Whether the firm has full-fledged establishment/office in **Lagos, Nigeria** with address
- e) Were arbitration proceedings involved in any project/s for which the firm has provided services? Give details of the cases and outcomes of the proceedings.
- f) Please also furnish:
  - (i) Balance Sheet of the company for the last three financial years, duly certified by any public agency – Public Accountants, Members of Institute of Chartered Secretaries and Administrators and Company Secretaries – may be considered, as per the prevailing regulations in Nigeria.
  - (ii) Such other financial information as considered relevant to judge the financial health of the Company.

6.4 Provide an Approach Paper on Methodology and Work plan for performing the assignment through the organization structure identifying the role of key personnel, their delegated power, reporting system and channel of communication for effective Project Management Services.

**6.5 The architectural designs both in soft and hard copies prepared after site inspection giving complete details of specification of construction as well as furnishings and fixtures (including brand names of materials).**

**7 Proposal Due Dates**

**7.1** Proposals should be submitted at **Head of Chancery, Consulate General of India, Lagos (Nigeria), Office Address: 8A Walter Carrington Crescent, Victoria Island, Lagos, Nigeria** on or before (**Time & Date to be indicated by the Mission/Post**) in the manner and form detailed in the RFP document. Proposal submitted by facsimile transmission or telex or e-mail will not be accepted. Technical Bid of RFP shall be opened at (**Time to be indicated by the Mission**). The bidders should submit the bid in three separate sealed envelopes containing EMD, Technical Bid and Financial Bid, with the same being clearly superscribed on the envelopes.

**7.2** Any proposal received by **Consulate General of India, Lagos (Nigeria)**, after the due date and time shall not be considered.

**7.3** Proposal shall not be modified or withdrawn by the Contractor after the proposal due date and time. If a proposal is withdrawn after due date and time, the earnest money deposited by the applicant will be forfeited.

**8 Time Schedule**

**8.1** The total period of completion of the Project shall be 90 days **PLUS one year of defect liability period.**

**8.2** If the completion time of the project exceeds 90 **days**, as listed above in para 4.4.1, no extra/additional fee will be payable for extended period.

**PROPOSAL EVALUATION**

**General:** The proposal would be evaluated in two parts:-

- a) Technical bid – Evaluation would be qualified or not qualified. Financial bids of “not qualified” firm (s) would not be opened.
- b) Financial proposal shall be evaluated on the basis of lowest cost basis without any escalation.

**2. Criteria for Evaluation of Technical Proposal:**

**3. Various aspects considered for Technical Evaluation of their proposal:**

- a) Complete documentation as required in Para 4.2.1.
- b) Each applicant will be given 10 minutes for presentation of their proposal before Selection Committee about their design and effective utilization of the existing space. The design has to be acceptable.

4. The Technical Bids shall be opened in the presence of the representative of bidders who have submitted their bids. Results of Technical Bid evaluation done by the Selection Committee shall be announced in the presence of the representative of bidders. This will be done on the basis of mandatory requirements indicated in the RFP.

5. The financial bid would be on the basis of Lowest cost. The Financial bid of applicants who have been declared qualified in the Technical Bid shall be opened in the presence of representative of qualified technical bidders only.

6. The evaluation of bids done by the Selection Committee shall be final and binding on the Consultants.

**7. Performance Guarantee:** The selected applicant shall furnish within 7 days of the Date of Acceptance an unconditional Bank Guarantee. The Bank Guarantee shall be issued by any scheduled bank for an amount equivalent to **5% of the total contractual amount agreed**. The Performance guarantee shall remain valid for a period of one month beyond the end of Defect Liability Period of the last contract.

**8. Construction Agreement:** The applicant shall enter into and execute an Agreement with the employer. The Agreement shall include the EOI and RFP document, copy of the Bank Guarantee for Performance Security, the minutes of the Pre-Bid meeting, if any, all letters exchanged between applicant and employer before the date of execution of the Agreement, scope of work, Contract Fee, Payment Schedule, Project Time Schedule and other clauses like Indemnity Clause, Provisions for Modifi-



cation of Agreement, Termination of Agreement, Confidentiality, Obligations and Liability of the Parties, Settlement of Disputes, Liquidated Damages, Representations, Warranties and Disclaimer, Force Majeure, Severability, Survival clauses etc.

**9. Right of Rejection:** The employer reserves the right to reject any proposal that does not address all the requirements of the RFP. In addition, the employer reserves the right to accept or reject any proposal submitted by an applicant and to cancel the RFP process and reject any proposal submission at any time, without thereby incurring any liability to the affected applicant or any obligation to inform the affected applicant, the grounds for such action by the employer.

**TERMS OF PAYMENT**

- a) First Installment - 10% Once the construction work starts (shall be made against equivalent amount bank Guarantee)
- b) Second Installment - 30% Once construction work is completed
- c) Third Installment - 20% when 50% furnishing is completed
- d) Last Installment - Balance after retaining Performance guarantee within two weeks from the date of handing over of the premises.

Performance guarantee retention money will be released within a month of completion of DLP (Defects Liability Period).

**Consulate General of India  
Lagos, Nigeria**



**AGREEMENT FOR**

**A TURNKEY CONSTRUCTION & INTERNAL FURNISHING PROJECT  
FOR**

**Construction and internal furnishing of representation area on the ground floor  
of the existing residence of the Consul General**

**BETWEEN**

**Consulate General of India, Lagos (Nigeria)**

**AND**

***(Name of the selected applicant)***

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Definitions:-

This Agreement (hereinafter referred to as `AGREEMENT') is drawn on (*Date*) of (*Month*) (*Year*) at **Lagos, Nigeria.**

by and between

**Consulate General of India, Lagos (Nigeria)** (hereinafter referred to as `Employer' which expression shall unless repugnant to the context on meaning thereof be deemed to include its successors and assigns) on the First Part

AND

(*Name of selected applicant*) (hereinafter referred to as `Contractor', a company registered in (*Name of the country in which the company is registered*) and having its registered office at (*Registered office address of the company*)

WHEREAS

- (i) **Consulate General of India, Lagos (Nigeria)** intends to engage a Construction agency for construction and internal furnishing of a proposed representation area (hereinafter referred to as 'the Project').
- (ii) It is agreed by each of the party that the Contractor will act as its representative to do or execute all acts and things, in connection with this AGREEMENT.
- (iii) **Consulate General of India, Lagos (Nigeria)**, agrees to engage Contractor for performing such services.

Now this AGREEMENT witnessed and it is hereby mutually agreed by and between the parties as follows:

#### **SECTION 1: DEFINITIONS:**

**1.1** For the Purpose of this AGREEMENT, unless otherwise specified or repugnant to or inconsistent with the subject, content or meaning thereof, the following terms shall be deemed to have the following meanings:

**1.2** `AGREEMENT' shall mean this AGREEMENT including all sections, annexures and appendices hereto and all documents herein attached and amendments to be made to the 'AGREEMENT', if any, which the parties may hereafter mutually agree in writing.

**1.3** `Date of Acceptance' shall mean the date on which Employer confirms written acceptance to Contractor's SERVICES.

**1.4** `Contractor' shall mean (*Name of selected applicant*) as company registered in **Nigeria** having its registered office at Lagos (*Registered office address of the lead company*).

**1.5** `Parties' shall mean **Consulate General of India, Lagos (Nigeria)**, and (*Name of selected applicant*) collectively.

**1.6** `Services' shall mean the responsibilities to be discharged by the Contractor for fulfilling its obligations under this AGREEMENT as defined under Section 4 `SCOPE OF SERVICES' of this AGREEMENT.

**1.7** `Architect' shall mean architect of the Contractor

**1.8** `RFP' shall mean Request for Proposal document issued by the Employer.

1.9 `Estimated cost' would mean the cost estimate prepared using the BOQ

1.10 `Estimated Project Cost' would mean the estimated Project cost as approved by the Employer.

## SECTION 2: AGREEMENT DOCUMENTS

2.1 The following documents shall be deemed to form and be read and construed as an integral part of the AGREEMENT:

(a) RFP document issued by the Employer. (Annexure-1)

(b) Contractor's proposal No (***To be indicated by the Mission/Post***) dated (***To be indicated by the Mission/Post***) along with all the submissions and enclosures (Annexure – 2) (***To be annexed by the Mission/Post***).

(c) Bank Guarantee for performance security (Annexure – 3) (***To be annexed by the Mission/Post***)

(d) Correspondence between Contractor and the Employer. (Annexure – 4) (***To be annexed by the Mission/Post***)

(e) Letter of Acceptance issued by the Employer vide letter No. (***To be indicated by the Mission/Post***) dated (***To be indicated by the Mission/Post***) (Annexure – 5) (***To be annexed by the Mission/Post***)

2.2 The above documents combined together are attached to this AGREEMENT as Annexures. The aforesaid documents shall be taken as complementary and mutually explanatory of one another.

## SECTION 3: EFFECTIVE DATE OF AGREEMENT

3.1 Notwithstanding the date of its execution, the AGREEMENT shall be deemed to have come into force with effect from (***To be indicated by the Mission/Post***).

## SECTION 4:

**SCOPE OF WORK**

The scope of work given below is tentative. The bidder is advised to inspect the site and understand the full scope of work.

<b>S/N</b>	<b>PROJECT DESCRIPTION</b>	<b>SCOPE (Measurements are tentative and subject to actual measurement as per suggested design)</b>
1	PRELIMINARIES AND GENERAL MATTERS	1. Plant, Scaffolds, Tools and Vehicles 2. Temporary Stores 3. Shelters for the Workmen, etc. 4. Safety, Health and Welfare of workmen 5. Protection of Existing Services 6. Protection of First Aid Equipment
2	Construction work	3 <b>BRICK/BLOCK WALLING</b> Sandcrete hollow block work strength 2N/mm <sup>2</sup> at 28 days, bedded and jointed in cement and sand mortar (1:4)mix (A225mm block) <b>98m<sup>2</sup></b> 4 Mortar, cement to BS5224 class MC12.5(with air entraining agent and sand to BS 1199 type A mix (1:3) Steel trowled-internally 5 12mm thick to blockwork <b>225m<sup>2</sup></b> 6 Apply Pop Skim coat rendering to Walls internally <b>225m<sup>2</sup></b> 7 <b>GLASS AND STUD WALL PARTITION</b> 8 Double glazed partition 10mm thick low toughened glass with all accessories <b>190m<sup>2</sup></b> 9 Dry wall Office partition with height not more than 3.00m manufactured with galvanized steel studs cover both sides with plaster boards screeded with white pop slurry sanded smooth <b>20m<sup>2</sup></b> 10 50mm rockwool infill insulation material to Conference room <b>20m<sup>2</sup></b> 11 Sound insulation: Fabricate and installation of 200mm thick 300mm high Buckhead drywall over partition with galvanised tracked and studs as the support system with 50mm rockwool infill insulation material <b>66m<sup>2</sup></b> 12 Supply aluminum duct cover with accessories

		<p style="text-align: right;"><b>2Nr</b></p> <p>13 GLASS DOORS -  14 Doors to internal areas size 1500 X 2400mm (assumed frame 110mm) based on lacquered laminate finish. Ironmongery plus kick and push plate included. Door closers. - G1200 x 2400mm</p> <p style="text-align: center;"><b>1Nr</b></p> <p>15 SECURITY DOOR  16 Double leaf security steel door made of 1.2mm steel plate with 9 inches (max27cm width galvanized steel frame with complete accessories size 1500 x 2100mm</p> <p style="text-align: center;"><b>1Nr</b></p> <p>17 TIMBER DOORS  18 Solid cored flush door with 6mm well seasoned exterior quality veneered plywood finish, lipped on all edges with selected well seasoned hardwood plugged to concrete or blockwork with ironmongry. K45mm Flush door size 750 x 2100mm high</p> <p style="text-align: center;"><b>2Nr</b></p> <p>19 The construction of good quality wall/glass work, floor tiles, and false ceiling with attention to aesthetic appeal is essential for the project. It is important to ensure that the structure of the existing site is not compromised.</p> <p>20 A connecting entrance from the side of stairs must be constructed to create a seamless transition from the stairs to the representation area.</p> <p>21 Alignment of existing water &amp; drainage system</p>
3	FITTINGS AND FIXTURES	<p>Kitchen Cabinet with sink and Tap with marble top.</p> <p>FLOOR , WALL AND CEILING FINISHING  40mm thick Cement and Sand floor screed (1:4) to receive floor tiles <b>160m2</b></p> <p>Floor tiles 60 X 60cm x 8mm size vitrify floor tiles <b>160m2</b></p> <p>Vitrify floor tiles to toilets - <b>12m2</b></p> <p>Ceramic Wall Tiles - to toilet. <b>49m2</b></p>



		<p>Allowance for grout for all tiles 40kg POP gypsum suspended ceiling, insulating grade; 5 joints, filled with plaster and scrimmed; fixing with galvanised nails, and joint finished with POP screed including perimeter shadow gap</p> <p style="text-align: right;"><b>160m2</b></p> <p>Supply curtain/window blind</p> <p style="text-align: right;"><b>127m2</b></p> <p>Fitting of Venetian blinds is necessary for controlling the amount of light entering the space and providing privacy.</p>
4	PLUMBING AND ELECTRICAL INSTALLATIONS	<p>Modification of the Water/Sewage system is necessary to ensure its suitability for the intended purpose. Allow for Pipes and Sanitary appliances with all accessories item Provision of high-quality WC and urinal fittings from reputable brands is crucial for ensuring optimal hygiene and functionality of the washroom. Hand dryer would be installed. Supply and installation of WC</p> <p style="text-align: right;"><b>1Nr</b></p> <p>Supply and installation of wash hand basin</p> <p style="text-align: right;"><b>4Nr</b></p> <p>Supply and installation of Urinal</p> <p style="text-align: right;"><b>2Nr</b></p> <p>Supply and installation of ceramic Electrical cook top 4 burner <b>1Nr</b> (Brand to be specified) Supply and installation of cooker hood extractor fan <b>1Nr</b> 150mm dia. (Xpelair)., Air flow 266M3/HR <b>2Nr</b></p>
5	AIR-CONDITIONING	<p>CEILING CASSETTE AIR-CONDITIONING UNITR4-way 60x60 cassette calling // Type air-conditioning unit.. Indoor and outdoor unit c/w mounting and fixing accessories Panasonic or any approved model of similar Capacity:Symbol:- CU/T1- 25,000M Btu/h (2.5HP)</p>
6	ELECTRICAL	<p><b>7</b> Installation of good quality electric wiring and energy-saving fittings is critical to ensure optimal performance and longevity of the electrical system.</p> <p><b>8</b> Cabling, Switches, sockets, and Light</p>

		<p> fittings</p> <p><b>9</b> Supply and installation of 65" Samsung LED TV with bracket <b>1Nr</b></p> <p><b>10</b> Supply Panasonic 200 ltrs refrigerator <b>1Nr</b></p> <p><b>11</b> Supply and installation 2 speaker and 2 compatible Bluetooth microphones Panasonic or approved equal Ahuja Son's or similar reputed brand to be specified</p>
7	FURNITURE	<p>4 12 seater dining table and dining chairs of high quality.</p> <p>5 8 Seater Meeting table with melamine top wood vanished structure with cable tray <b>Nr1</b></p> <p>6 Meeting chairs nylon base-seating. and fixed Backrest armrests . and Simple-Line seating upholstered mechanism in flame-retardant <b>Nr8</b></p> <p>7 Storage melamine storage unit with 3 doors and 2 doors to meeting room and entrance lobby <b>Nr2</b></p> <p>8 3 seater L-shape sofa <b>Nr2</b></p> <p>9 2 seater sofa <b>Nr 3</b></p> <p>10 Coffee/ Centre table <b>Nr2</b></p>
8	PAINTING	<p>Apply 2 coats of dulux emulsion paint or equal approve to the surface of the Block and dry wall/Block Wall after excreeding/ POP 300mm</p> <p><b>225m2</b></p> <p>Dry wall <b>86m2</b></p> <p>Reveal - <b>65m</b></p> <p>Suspended Ceiling <b>167m2</b></p>

## **SECTION 6: TERMS OF PAYMENT**

**6.1** The payment to the Contractor, indicated in Section 5 of this AGREEMENT, shall be paid by the Employer as per payment schedule.

## **SECTION 7: TAXES AND DUTIES**

**7.1** The Remuneration indicated in Section 5 is exclusive of the applicable taxes.

## **SECTION 8: PERFORMANCE GUARANTEE AND LIMITATION OF LIABILITY**

### **8.1 Performance Guarantee:**

**8.1.1** A Performance Guarantee of 5% (Five Percent) of the Project cost quoted to be submitted by the Contractor as at clause 5.1 in addition to other deposits mentioned elsewhere in the Agreement for its proper performance of the agreement, (not withstanding and/or without prejudice to any other provisions in the Agreement) within 7 days from the date of acceptance.

**8.1.2** This guarantee shall be in the form of Bank Draft or Banker's Cheque or an unconditional Bank Guarantee of any Scheduled Bank in accordance with the form annexed hereto.

**8.1.3** The performance Guarantee shall be valid for a period of one month beyond the end of Defect Liability Period.

**8.1.4** In case the time for completion of work gets extended, the Contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work.

**8.1.5** The Employer shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the agreement (notwithstanding and/or without Prejudice to any other provisions in the agreement) in the event of failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Employer may claim the full amount of the Performance Guarantee.

**8.1.6** In the event of the agreement being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Consulate General of India, Lagos.

### **8.2 Limitation of Liability:**

**8.2.1** Contractor shall carry out the Services in conformity with generally accepted norms and sound standards of engineering. Contractor shall be responsible for the technical soundness of the services rendered. In the event of any deficiencies in these services, the contractor's liability shall be limited to promptly redoing such services. The Employer

shall not be required to pay additional compensation to the contractor for such re-done services.

**8.2.4** Without prejudice to the generality of the above person, the liability clause will be involved to ensure timely delivery of services by the Contractor, as per time schedule of the project that will be finalized by mutual agreement between Contractor and Employer, half per cent of the project cost will be deducted for per week's delay of delivery of services as per time schedule, calculated on daily basis, subject to a limit of 5% of total cost as provided in the clause provided it is conclusively proven that such delay is attributable to the Contractor within its responsibility in the scope of services as defined in Section 4 of the Agreement.

## **SECTION 9: DRAWINGS AND DOCUMENTS**

**9.1** Contractor shall carry out the review work indicated in Section 3 of RFP document based on the drawings provided by Architect and his team of sub-consultants, duly appointed by the Employer.

## **SECTION 11: FORCE MAJEURE**

**11.1** In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc. beyond the reasonable control of the Parties to the contract which prevent either party from meeting their obligations under this contract, the contractual obligations as far as affected by such event shall be suspended for as long as the force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. **No compensation would be paid for the suspension period.** Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure.

**11.2** The Employer appoints the Contractor and the Contractor accepts the appointment on the terms and conditions set forth as stated in the foregoing, which conditions shall form part and parcel of the Agreement.

## **SECTION 12: ARBITRATION**

**12.1** In the event of any dispute or difference arising at any time between the parties relating to the construction; meaning or effect of this AGREEMENT or any other cause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this AGREEMENT or otherwise in relation to the terms; whether during the continuance of this AGREEMENT or thereafter, such disputes or differences shall be endeavoured to be solved by mutual negotiations.

**12.2** If, however, such negotiations are infructuous, Arbitration shall be carried out as per provisions of UNCITRAL. The venue of arbitration shall be Lagos.

**12.3** Any reference to arbitration shall not relieve either party from the due performance of its obligations under this AGREEMENT.

### **SECTION 13: OWNERSHIP OF DOCUMENTS**

**13.1** All the drawings, reports and documents prepared or reviewed by the Contractor in the performance of the AGREEMENT shall at all stages be and remain the property of the Employer and while in the custody of Contractor shall be fully available to Employer and its duly authorized representatives. On completion of assignment, all the reviewed drawings etc. shall be delivered by the Contractor to the Employer.

### **SECTION 14: TIME SCHEDULE**

**14.1** Subject to Section 20.1, the time period for completion of the Services is (*To be indicated by the Mission/Post*) Months from (*To be indicated by the Mission/Post*)

### **SECTION 15: TERMINATION**

**15.1** If the Contractor is, without good reasons, not discharging his obligation, the Employer may inform the Contractor by notice, indicating grounds for the notice. If a satisfactory response is not received within seven days., the Contractor shall have no claim to compensation for any loss sustained while entering into any engagement or for making any advance payment to any third party.

**15.2** The Contractor shall not be entitled to be paid any sum for any work thereof or work actually performed under this Agreement unless or until the Employer is satisfied with the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified by the Employer.

### **SECTION 16: INDEMNITY**

**16.1** Subject to Section 8.3, Contractor shall be liable for and shall defend, indemnify and hold Employer, its officers, agents and employees free and harmless for all losses, injuries, claims, demands, liens and judgments of any description arising out of performance or non-performance of this Agreement to the extent that such losses, injuries, claims, demands, liens and judgments are the result of an actual or alleged error, omission or negligent act of the Contractor or any person employed or agent engaged by the Contractor, unless such injury / damages are caused by the Employer's personnel.

### **SECTION 17: LANGAUGE AND MEASUREMENT**

**17.1** The English language will be used in all written communications, data, drawings and documents exchanged between the Employer and Contractor with respect to the services to be performed. All reports, drawings, documents and other technical information procured or prepared by Contractor shall employ metric units of measurements. Gregorian calendar will be followed for the execution of the AGREEMENT.

### **SECTION 18: ADDITIONAL SERVICES**

**18.1** Contractor shall make available on the Employer's request such services as may be mutually agreed between the Employer and Contractor in addition to those described in this AGREEMENT. The payment terms for such additional services shall be in accordance with Section 5 of this Agreement.

#### **SECTION 19: MODIFICATIONS TO AGREEMENT**

**19.1** Should circumstances arise which call for modifications of the AGREEMENT, these may be made by mutual consent given in writing. Proposal in this respect from one Party shall be given due consideration by the other Party.

#### **SECTION 20: VALIDITY OF AGREEMENT**

**20.1** The validity of the agreement, without prejudice to the provision of Section 11 (Force Majeure) and Section 16 (Termination) remains in force till end of Defect Liability Period of the last Contract of the Project.

#### **SECTION 21: APPROVALS**

**21.1** Any approvals to be obtained by either party from the other under this AGREEMENT shall not be unreasonably denied or withheld.

#### **SECTION 22: CO-OPERATION BETWEEN PARTIES**

**22.1** The Employer shall nominate an officer to represent it for the purpose of this AGREEMENT and the name, designation and address of the officer so nominated shall be intimated to Contractor. Similarly, Contractor shall nominate and intimate in writing particulars of an officer to represent it.

**22.2** The officer nominated by the Employer and by Contractor shall be fully authorized to give and receive instructions and decisions which shall be deemed to have been given by the Employer and Contractor respectively who shall be bound by such decisions and instructions given/received by their nominated officers. It is, however, understood and agreed to by and between the parties hereto that the parties shall work in close co-operation with each other at all times in order to ensure timely completion of the project.

#### **SECTION 23: ENTIRE AGREEMENT**

**23.1** This AGREEMENT constitutes the entire AGREEMENT by and between the parties. Each party to this Agreement by its execution acknowledges that the parties jointly prepared this Agreement hereto. There are no understandings, agreements or representations not specified in this Agreement.

**23.2** All previous AGREEMENTS and communications hereto are superseded unless otherwise incorporated hereto.

## **SECTION 24: CONFIDENTIALITY**

**24.1** This Agreement, all communications and information obtained by Contractor from the Employer relating to this Agreement, and all information derived by the Contractor under this Agreement are confidential. Except as provided by law or with prior written consent of the authorized representative of the Employer, the Contractor shall neither divulge to nor discuss with any third party either the work and service provided hereunder, or any communication or information in connection with such services or work.

**24.2** Contractor shall not publish or cause to disseminate through any press / media release, public statement or marketing or selling effort any information which relates to this Agreement without the prior written approval of the Employer.

## **SECTION 25: REPRESENTATIONS, WARRANTIES AND DISCLAIMERS**

**25.1** The Contractor represents and warrants to the client that:

**(A)** It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.

**(B)** This Agreement constitutes its legal valid and binding obligation enforceable against it in accordance with the terms hereof.

**(C)** It is subject to Laws of Nigeria and the State of Lagos with respect to this Agreement and it is hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof.

**(D)** There are no actions, suits, proceedings or investigations pending or to the Consultants knowledge, threatened against it at law or in enquiry before any court or other judicial, quasi-judicial or other authority the outcome of which may result in the breach of or constitutes a default of the Contractor under this Contract or materially affect the discharge by the Contractor or its obligations under the Agreement.

**(E)** No representation or warranty by the Contractor contained herein or any other document furnished by the Employer contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make representation or warranty misleading.

## **SECTION 26: WAIVERS**

**26.1** No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the Employer to declare a default or failure to perform or to take any other action on account of the violation of such condition if such violation be continued or repeated.

## **SECTION 27: SEVERABILITY**

**27.1** If for any reason any provision of the Agreement is, or becomes invalid, illegal or unenforceable or is declared by any Court of competent jurisdiction or any other instrumentation to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearby as possible. Failure to agree upon such provisions shall not be subject to dispute resolution under the Contract or otherwise.

## **SECTION 28: SURVIVAL**

**28.1** The termination of this Agreement shall not

**(A)** Relieve the Contractor or the Employer of any obligations hereunder which expressly or by implication survive Termination hereof.

**(B)** Except as otherwise provided in any provision of the Agreement expressly limiting the liability of either party, relieve either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts of omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

## **SECTION 29: NOTICES**

**29.1** All notices to be given by either Party to the other in connection with rights and obligations of both Parties under or pertaining to this AGREEMENT shall be sent by post, postage prepaid or by courier and if given by facsimile, e-mail, telephone or verbally, they shall be confirmed by registered letter or courier and addressed as follows :

***Head of Chancery, Consulate General of India, Lagos (Nigeria), Address: 8A, Walter Carrington Crescent, Victoria Island, PMB 80128, Lagos, Nigeria***

And

***(Full address of the Contractor to be indicated)***

**29.2** Either party may change individuals designated to receive Notices or addresses and in such an event, notices shall be given to the other Party by means of a written Notices of any such change.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written

For Consulate General of India,  
Lagos (Nigeria),

For ***(Name of the Contracting firm)***

(Signature)  
Name:

(Signature)  
Name:



Designation:

**Witness:**

1.

(Signature)

Name:

Designation:

2.

(Signature)

Name:

**Designation:**

Designation:

**Witness:**

1.

(Signature)

Name:

Designation:

2.

(Signature)

Name:

**Designation:**

Consulate General of India  
Lagos  
**RFP FOR SELECTING CONTRACTOR  
FOR  
Construction and internal furnishing of representation area  
Bank Guarantee Proforma for Earnest Money Deposit**

Bank Guarantee No.....

Brief description of contract: **Construction and internal furnishing of representation area**

Name and Address of Beneficiary: **Consulate General of India, Lagos (Nigeria), Address: 8A, Walter Carrington Crescent, Victoria Island, PMB 80128, Lagos, Nigeria.**

Date:

Whereas M/s (*Name of Contractor with address*) have submitted their tender for **RConstruction and internal furnishing of representation area** at Lagos for Consulate General of India, Lagos (Nigeria) and one of the tender conditions is for the M/s (*Name of Contractor with address*) to submit a Bank Guarantee for Earnest Money Deposit amounting **Naira 500,000**. In fulfilment of the tender conditions, we, (*Name of Bank with address*) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of **Naira 1150,000**.

2. This guarantee is valid for a period of 180 (One hundred and eighty) days and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **Naira 1150,000**.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (*date of issue*) up to the (*date after 180 days from date of issue*) and claims under this guarantee should be submitted not later than (*date after 180 Days from date of issue*).

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the **Nigeria** and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the **Nigerian** Courts.

Date:  
Name:

Place:  
Signature:

**Construction and internal furnishing of representation area**  
Lagos

**RFP FOR SELECTING CONTRACTOR**

**FOR**

**Construction and internal furnishing of representation area**

**Bank Guarantee Proforma for Performance Security**

Bank Guarantee No.....

Brief description of Agreement: ***Construction and internal furnishing of representation area***

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their RFP for ***Construction and internal furnishing of representation area*** at Lagos for Office of the High Commission of India, Lagos (Nigeria) and one of the RFP conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Performance Security amounting to (***5% of the total tendered cost quoted in Naira***). In fulfilment of the tender conditions, we, (**Name of Bank with address**) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount ***calculated as 5% of the total tendered cost quoted in Naira***.

2. This guarantee is valid for a period of \_\_\_ Days and upto (**date should be three months after the end of the defect liability period**) and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to ***5% of the total cost quoted in Naira***.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) up to the (**date should be three months after the end of the defect liability period**) and claims under this guarantee should be submitted not later than (**from date of expiry**).

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the **Nigeria** and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the **Nigerian** Courts.

Date: Place:

Name: Signature:

## **Financial Proposal**

**(A) Total cost of the turnkey project including construction and furnishing as per scope of work and Bill of Quantity (BOQ) mentioned in the RFP without price escalation**

Amount in Naira \_\_\_\_\_

**(B) Taxes**

The above charges are exclusive of tax. The Consulate General of India is a Diplomatic Office and VAT is not applicable. The related documents may be collected from the Consulate, if required.

(Signature)

(Name of the Firm)

{Stamp of the Firm}