

**Office of the High Commission of India  
Lagos (Nigeria)**

**Notice inviting Tender for selecting contractor for  
RENOVATION IN THE CHANCERY BUILDING,  
ROOF REPAIRS/WATERPROOFING AND OTHER MINOR WORKS**

The President of India acting through the High Commissioner of India in Nigeria requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for Renovation in the Chancery Building, Roof Repairs/Waterproofing and Other Minor Works. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) along with Earnest Money Deposit (EMD) of Naira 4.34 million, must reach office of the **Head of Chancery, Office of the High Commission of India, Lagos (Nigeria), Office Address: 8A Walter Carrington Crescent, Victoria Island, Lagos, Nigeria, e-mail ID: hoc.lagos@mea.gov.in, telephone No. +234 812 830 8754** on or before **1500 hrs** on **05 July 2021**. No bid will be accepted without EMD or EMD of amount less than requisite amount and will be rejected at once. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the High Commission of India at <http://www.hciabuja.gov.in/tenders.php>

**2.** The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Office of the High Commission of India in Lagos for Renovation in the Chancery Building, Roof Repairs/Waterproofing and Other Minor Works.

**3. Location and description of Property:**

Office of the High Commission of India, Lagos (Nigeria)  
8A, Walter Carrington Crescent, Victoria Island, Lagos.

**4. Scope of Work:**

Please see Page 15 to 22.

**5. Period of Completion:**

Two hundred seventy (270) days calculated from the date of commencement of works.

**6. Site visit:** Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the Contractor. Interested firms can visit the site from 1400 hrs to 1700 hrs after prior appointment with **Head of Chancery, Office of the High Commission of India, Lagos (Nigeria), Office Address: 8A Walter Carrington Crescent, Victoria Island, Lagos, Nigeria, e-mail ID: hoc.lagos@mea.gov.in, telephone No. +234 812 830 8754**

**7. Submission:** The proposals (bids) should be submitted in two parts: (i) Technical Bid, which should contain the documents establishing the technical eligibility of the applicant and other documents required establishing sound financial condition, as per terms & conditions of this tender; and (ii) Financial Bid, which should be as per the format given in this tender. The last date of submission of sealed bids is **1500 hrs** on **05 July 2021** in the **Office of the High Commission of India, Lagos (Nigeria), Office Address: 8A Walter Carrington Crescent, Victoria Island, Lagos, Nigeria**. Technical bids will be opened on **1600 hrs** on **05 July 2021** in the Office of the High Commission of India. **All pages of the submission document must be signed by authorised signatory.**

**Tender for selecting contractor  
for  
RENOVATION IN THE CHANCERY BUILDING,  
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**Tender Documents**

Tender Contents

**A. Technical Bid Documents:**

Document I : Invitation to Tender

Document I – S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section-II)\*

Document I – S-III : Terms and Conditions of contract (Section-III)

Document I – S-IV : Scope of Work (Section-IV)

**B. Financial Bid Documents:**

Document II : Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)

Document III : Form of Tender - Financial bid letter (Section-VI)  
(Lump sum fixed price to be quoted on this form by Bidder)

Document IV : Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc. (Section-VII)

\* Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.

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**Invitation to Tender**

1. The President of India acting through the High Commissioner of India in Nigeria invites Lump-sum Fixed Price Tender for Renovation in the Chancery Building, Roof Repairs/Waterproofing and Other Minor Works. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents.

<b>Technical Bid Document:</b>	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work & Eligibility Criteria
<b>Financial Bid Document:</b>	
Document- II	Schedule of Items
Document- III	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document- IV	Conditions of contract including standard formats for EMD, Bank Guarantee, etc.

2. The last date of submission of sealed bids is **1500 hrs on 05 July 2021** in the office of **Head of Chancery, Office of the High Commission of India, Lagos (Nigeria), Office Address: 8A Walter Carrington Crescent, Victoria Island, Lagos, Nigeria, e-mail ID: hoc.lagos@mea.gov.in, telephone No. +234 812 830 8754.** Technical bids will be opened on 05.07.2021 at 1600 hrs in the Office of the High Commission of India. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened on 05.07.2021 at 1600 hrs in the **Office of the High Commission of India, Lagos (Nigeria)**. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Office of the High Commission of India.

4. The Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening or till any extended period.

5. Eligibility Criteria:

**5.1 Permit:** The Tenderer should have valid permit/registration from a competent local authority for carrying out the work in **Lagos (Nigeria)** in the Diplomatic property of the **Office of the High Commission of India, Lagos (Nigeria)**.

**5.2 Similar work:** The Tenderer must have satisfactorily completed (i) one similar work of value of atleast Naira 174 million (ii) two similar works of value of atleast Naira 130 million (iii) three similar works of value of Naira 87 million. Similar works means Renovation in the office spaces/buildings (preferably Diplomatic Missions), Roof Repairs/Waterproofing and Other Minor Works (Security perimeter, painting, electricals/plumbing repairs, lighting, etc.) (iv) Copies of Letter of Award of Work indicating cost of project and copies of completion certificates to be submitted in support.

**5.3 Bank Solvency:** Certificate of Solvency for Naira 87 million certified by bank. The certificate should not be older than six months.

- 5.4 Annual Turnover:** The annual turnover of the tenderer should be equal to atleast Naira 217 million during the immediate last three consecutive financial years. This should be duly audited/certified by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- 5.5 Profit-Loss:** The tenderer should not have suffered loss in more than two years in the previous five financial years and must not have suffered loss in the immediate preceding financial year. This should be duly audited/certified by a Chartered Accountant.
- 6. Defects Liability Period:** Defects Liability period will be twelve months from date of completion of project.
- 7. Performance Security:** 5% of the contract value shall be submitted in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract and discharged after completion of work (Format of Performance Security is attached).
- 8. Financial quote & variations:** Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Contractor shall note that Bill of Quantities (BOQ) shall not form part of the agreement and Contractor shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities (BOQ)/details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions.
- 9. Commencement:** Commencement of the works shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days period being defined as the mobilization period.
- 10. Completion:** The Period of Completion for the whole of the works is Two hundred seventy (270) days calculated from the date of commencement of works.
- 11. Extension of time (EOT):** EOT will be granted by *Project Management Consultant (PMC)* based on a hindrance report submitted by the Contractor. Hindrance, if any, must be reported to the PMC within seven (7) days of occurrence. PMC may/may not agree to the grant of EOT. The Engineer In-charge shall grant EOT after approval of the Employer.
- 12. Retention Money:** 5% of the accepted contract value to be deducted from the running bills. 50% retention money will be released after 60 days of certified completion of the project and remaining 50% to be released after completion of the defect liability period.
- 13. Arbitration:**
- 13.1** If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration.
  - 13.2** The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations Commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.
  - 13.3** The Arbitration will have its sittings in Office of the High Commission of India in Lagos (Nigeria).
- 14. Rejection:** Office of the High Commission of India reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.

**15. Sub-contractors:** The Tenderer must submit with his offer a list of names of Sub-Contractors and Specialists he proposes to use on the Works. Office of the High Commission of India reserves the right to accept or reject any pre-approved sub-Contractor even after formal award of Contract and/or commencement of work with or without reason.

**16.** The successful Tenderer shall be responsible for coordinating his work with various sub-Contractors and other bid-pack Contractors employed on the Works coordinating his work between various trades, obtaining all the necessary information from sub-Contractors for the purpose of the overall programming of his works; supplying all the normal attendance to all sub-Contractors and assuming the overall responsibility for the aforesaid.

**18. 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;

Address:

Email:

Fax:

19. The important schedules and dates are as under:

Sl No	Key Event	Dates
1.	Bid Submission Commencement	07.06.2021
2.	Pre-Bid Meeting	16.06.2021 at 1500 hrs
3.	Last Date of Submission of Bids	05.07.2021 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	05.07.2021 at 1600 hrs
5.	Venue for pre-bid and opening of bids	Office of the High Commission of India, 8A, Walter Carrington Crescent, PMB 80128, Victoria Island, Lagos, Nigeria

20. 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). Mr. Deep Ranjan Ghose, (ASO) may be contacted (+2348128308754) for site visit.

21. The sealed bids would be opened on 05.07.2021 (Monday) at 1600 hrs in Conference Room of the Office of the High Commission of India, Lagos. The tenderer or their authorised representatives may attend the opening of the tender bids.

**Sd/-  
(Rachit Rawat)  
Head of Chancery**

**Tender for selecting contractor  
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**Section-I**

**1. INSTRUCTION TO BIDDERS**

**1.1** The Bidding Documents comprise of:

Section-I	:	Instruction to bidders	
Section-II	:	Introduction and Credentials of Bidder	
		<b>(To be prepared and submitted by the Bidder)</b>	
Section -III	:	Terms and conditions of Contract	
Section- IV	:	Scope of work	
Section- V	:	Schedule of Quantity	
		<b>(To be prepared and submitted by the Bidder)</b>	
Section - VI	:	Form of Bid	
		<b>(Lump sum fixed price to be quoted by Bidder)</b>	
Section - VII	:	Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc.	

**1.2 Site visit:** Physical visit to the site is advisable to acquaint with the Site of the Works. The tenderer shall take entire responsibility in the interpretation of the report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

**1.3 Cost of Tendering** - The Office of the High Commission of India will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submittal of his Tender/bid.

**1.4 Earnest Money Deposit (EMD)**

**1.4.1** The bidder shall submit a Demand draft or Banker's cheque or Bank Guarantee (as per attached format) or Online payment to 0003073833 (Sterling Bank Plc) amounting to Naira 4.34 million.

**1.4.2** Failure to honour the EMD shall render the bidder ineligible to participate in any tender on behalf of Government of India, for a period of two years from the date of publication of the Tender in which the default has happened.

**1.4.3** EMD of unsuccessful bidders shall be returned at the earliest but not later than the 30<sup>th</sup> day after the L-1 bidder is identified. EMD of successful bidder will be returned after submission of Performance Bank Guarantee. If the successful bidder withdraws or modifies the Bid during the period of validity or after award of the contract fails to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, the EMD will be forfeited.

**1.5 Pre-bid meeting:** A pre-bid meeting is scheduled at **1500 hrs** on **16.06.2021** in the Office of the High Commission of India. Interested bidders may contact the office of **Head of Chancery, Office of the High Commission of India, Lagos (Nigeria), Office Address: 8A Walter Carrington Crescent, Victoria Island, Lagos, Nigeria, e-mail ID: hoc.lagos@mea.gov.in, telephone No. +234 812 830 8754** to attend the pre-bid meeting.



**1.6 Lump Sum Fixed Price Tender** - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.

**1.6.1** The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works.

**1.6.2** Bidders are required to quote Lump-sum fixed prices on "Form of Tender". Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates.

**1.6.3** The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.

**1.6.4** The Lump-sum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and the currency must be **Naira** only.

**1.6.5** In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

**1.7 Validity of Bid** - The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the bid or up to any mutually extended period.

### **1.8 Tender and Schedule of Quantities**

**1.8.1** Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

**1.8.2** Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

**1.8.3** The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

**1.8.4** It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

**1.8.5** No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

**1.9 Final Tender Price** - Decision on bid will be taken based on the final price quoted on the Form of Tender. Lump-sum Fixed Price/Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L1 bidder.

### **1.10 Errors and Rectification:**

**1.10.1** In case of any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in Schedule of Quantities, the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid.

**1.10.2** If amount quoted on Form of Tender is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted.

**1.10.3** If amount quoted on Letter of Tender is less than amount worked out on Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

**1.11 Submission of bids:** Bidders shall submit their bid in a large sealed envelope super-scribed with "**Renovation in the Chancery Building, Roof Repairs and Other Minor Civil Related Works for Office of the High Commission of India, Lagos**" which shall have following three sealed envelopes inside:



- Envelope A:** Should contain the document mentioned in Section-VII. This envelope is to be super-scribed as “**EMD**” (as the case may be).
- Envelope B:** Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as “**Technical Bid**”.
- Envelope C:** Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as “**Financial Bid**”.

**1.11.1** The last date of submission of sealed bids is **1500 hrs** on **05 July 2021** to the **Head of Chancery, Office of the High Commission of India, Lagos (Nigeria), Office Address: 8A Walter Carrington Crescent, Victoria Island, Lagos, Nigeria, e-mail ID: hoc.lagos@mea.gov.in, telephone No. +234 812 830 8754**. The date and time for submission may be deferred by an official notification in writing issued by the Office of the High Commission of India to all Bidders. Tenders received after this date will not be considered.

**1.11.2** Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

### **1.12 Selection process:**

**1.12.1** Envelope A i.e EMD will be opened first. Envelope B (Technical bids) will be opened at **1600 hrs** on **05 July 2021** in the Office of the High Commission of India, Lagos only of those bidders who have submitted valid EMD. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Office of the High Commission of India, Lagos.

**1.12.2** The technical eligibility credentials of all the bidders shall be evaluated first. Failure to submit requisite documents will render the applicant ineligible.

**1.12.3** A list of technically qualified bidders shall be prepared. Technically qualified bidders shall be informed and shall be invited for opening of the financial bids at prescribed date and time by the Office of the High Commission of India, Lagos.

**1.13 Conditional Acceptance of the Tender** - The acceptance of the Tender shall be conditional and not finally binding upon the Office of the High Commission of India, Lagos. The Office of the High Commission of India may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

**1.14 Amendments to Tender Document** - At any time prior to the date of opening of the tender, the Office of the High Commission of India may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the Office of the High Commission of India.

**1.15 Clarification:** Any further information or clarification which the Tenderer may require in order to complete his bid, may contact **Head of Chancery, Office of the High Commission of India, Lagos (Nigeria), Office Address: 8A Walter Carrington Crescent, Victoria Island, Lagos, Nigeria, e-mail ID: hoc.lagos@mea.gov.in, telephone No. +234 812 830 8754**.

**1.16** All information requested by and supplied to one bidder will be supplied to all bidders.

**1.17** Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Office of the High Commission of India, Lagos as to the meaning of anything connected with the Tender Document.

**1.18 Disqualification of Tender** - Tenderer may be disqualified for any reason including but not limited to the following:

**1.18.1** If tenderer sets forth any conditions which are unacceptable to the Office of the High Commission of India.

**1.18.2** If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.

**1.18.3** If there is evidence of collusion between Bidders.

**1.18.4** If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

**1.18.5** If Bid price is disclosed or become known before opening of Financial Bid.

**1.19 Compliance with Laws and Regulations and Pricing of Schedule of Quantities** -The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions, duties and levies, company's tax, input tax and output tax (VAT), etc. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.

**1.20 Compliance with Tender Document** - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted Lump-sum Fixed price are inclusive of all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the Office of the High Commission of India, Lagos.

**1.21 No escalation of price** - Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. shall not be applicable.

**1.22 Payments:**

**1.22.1** All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the Office of the High Commission of India, Lagos.

**1.22.2** The detailed work schedule and the payment schedule would be furnished by the Contractor to the Office of the High Commission of India who will approve it before it forms part of the agreement.

**1.22.3** However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the Office of the High Commission of India, the progress payment shall be made by the Office of the High Commission of India on the basis of evaluation of work done.

**1.22.4** All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.

**1.23 Office of the High Commission of India's right to waive** - The Office of the High Commission of India, Lagos reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Office of the High Commission of India except that no proposal will be accepted if the Earnest Money Deposit (EMD) or/any of the preceding statutory documents was not submitted with the tender.

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**Section-II**

**2. Introduction and Credentials of Bidder**

**(To be submitted by the bidder)**

**Note:** This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company, etc.

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**Section-III**

**3. Terms and Conditions of Contract**

**3.1** Quoted price is final fixed lump-sum price inclusive of all taxes except VAT. Item/quantity indicated in the scope of work/schedule of quantity are tentative and some variation during execution may take place. Nothing extra is payable for such variation.

**3.2** No alteration shall be allowed in scope of work, unless it is agreed in writing by both parties.

**3.3** Quoted price shall be exclusive of VAT. The quoted price should include lump sum charges for Labour/transportation and civil works required/ necessary, if any, for complete installation.

**3.4** Period of completion for the work is two hundred seventy (270) days from the commencement of the works.

**3.5** Liquidated damages shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% per week limited to maximum of 10% of the Tendered Cost or actual cost of the project. This shall be computed on daily basis.

**3.6** Defects liability period shall be as per Warranty Period of the equipment and twelve months for the civil work executed from date of practical completion of work. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost.

**3.7** The tenderer shall guarantee among other things, the following:- a. Quality, strength and performance of the materials used; b. Follow up service, if required.; c. Good workmanship. Samples of all materials/equipment would be agreed in advance to ensure quality.

**3.8** Contractor shall be responsible for ensuring conformity with all local norms and regulations.

**3.9** There shall be no liability of the Office of the High Commission of India, Lagos or the High Commission of India, Abuja to any Sub-contractors, etc. engaged by the Contractor and that he/she shall be solely responsible for any insurance claim etc. in case of any untoward incident.

**3.10** Commencement date of work shall be counted from the 15 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.

**3.11** Payment:- Payment may be released through Running Account Bills and strictly linked with progress of work as per the following schedule:

**3.11.1** Advance of 10-30% of accepted tender cost on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of Office of the High Commission of India, Lagos;

**3.11.2** Running Account (RA) Bills for accepted tender cost in stages as per payment schedule, to be defined after Contractor's selection;

**3.11.3** 10% of accepted tender cost after completion of work in all respects;

**3.11.4** 5% of accepted tender cost after handing over to the Office of the High Commission of India, Lagos for beneficial use to be released after two(2) months of completion of work, subject to satisfaction of the employer about the work done. The detailed work schedule and the payment schedule would be furnished by the Contractor to Office of the High Commission of India, Lagos who will approve it before it forms the part of the agreement. All permissible deductions shall be effected during the settlement of Running Account Bills.

**3.12** No escalation on rates due to delay in works shall be admissible.

**3.13** Each RA bill payment shall be made for at least 4% of physical progress.

**3.14** Specification: The item of work/material used in the work shall be complying with the standard of quality like British standard/American standard/Indian Standard or equivalent. The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.

**3.15** Defects Liability Period will be 12 (Twelve) months from completion of work. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the Office of the High Commission of India, Lagos shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the Office of the High Commission of India, Lagos.

**3.16** On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

**3.17** Contingencies may be kept @3% of the estimated cost.

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**Section-IV**

**4. Scope of Work**

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

**OFFICE OF THE HIGH COMMISSION OF INDIA  
LAGOS (NIGERIA)**

**PROPOSED SCOPE OF WORK**

S/N	NATURE OF WORK	SCOPE
<b>A)</b>	Roof Repairs and Waterproofing	It is proposed that the concrete roof of the Chancery building and the Residential complex be properly repaired and water proofed. This will involve checking for structural wearing (both inside/outside), cleaning, application of chemicals, waterproofing, screeding, corner covings, ensuring proper drainage conduits, etc.
<b>B)</b>	Exterior façade of the Chancery building	<ul style="list-style-type: none"> <li>i) Cleaning, painting, replacement of broken tiles/mosaic stones, acid wash, etc. of exterior façade, external walls and pillars.</li> <li>ii) Concealing electric cables and installation of warm colour LED lights so as to illuminate the pillars and walls of the exterior façade.</li> <li>iii) Replacement/renewal of all exterior windows.</li> <li>iv) Screeding and painting of residential buildings from outside.</li> </ul>
<b>C)</b>	Security Perimeter	Raising the height of boundary walls in front (i.e. along Walter Carrington Crescent, Victoria Island) and back (i.e. along Ozumba Mbadiwe Road, Victoria Island) from existing height to 3 meters, painting them and also adding electric fencing/concertina coil & lighting across the boundary wall.
<b>D)</b>	Renovation inside the Chancery building	<b>See next page 14 - 21</b>



Room No.	SCOPE OF WORK CHECKLIST							
	Doors	Walls	Windows	Ceiling	Floor	Electrical Work	Plumbing Work	Miscellaneous
<b>Room 1 + attached toilet and kitchenette</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing, painting of wall, etc.	Repair/replacement and polishing of window, installation of new window blinds	Screeding, white washing and painting of ceiling	Cleaning and polishing of floor, skirting etc.	Concealing of electrical /networking cables, installation of LED lights, new sockets and exhaust fan	Repair/replacement and concealing of plumbing fittings, WC, hand wash basins, mirrors and hand drier	Racks, cabinets for keeping files
<b>Room 2 (Interview Room)</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	White washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Removal of rug, cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 3 (Reading /Conference Room 1)</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Repair and polishing of wooden wall, termite treatment etc.	Repair/replacement and polishing of window, installation of new window blinds	Repair of ceiling	Cleaning and polishing of floor	Concealing of electrical /networking cables, installation of LED lights as appropriate and new sockets		
<b>Room 4 (Chancery Reception Ladies' Toilet)</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Change of tiles	Repair/replacement and polishing of window, installation of new window blinds	Repair of ceiling	Cleaning and polishing of floor	Installation of LED lights	Repair/replacement and concealing of plumbing fittings, WC, hand wash basins, mirrors and hand drier	
<b>Room 5 (Chancery Reception Gents' Toilet)</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Change of tiles	Repair/replacement and polishing of window, installation of new window blinds	Repair of ceiling	Cleaning and polishing of floor	Installation of LED lights	Repair/replacement and concealing of plumbing fittings, WC, hand wash basins, mirrors and hand drier	

<b>Room 6 (Biometric Room)</b>	Repair/replacement of door	Screeding, white washing and painting of wall		White washing and painting of ceiling	Cleaning and polishing of floor, floor skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Ladies' Toilet (near staircase, Ground floor)</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Change of tiles	Repair/replacement and polishing of window, installation of new window blinds	Repair of ceiling	Cleaning and polishing of floor	Installation of LED lights	Repair/replacement and concealing of plumbing fittings, WC, hand wash basins, mirrors and hand drier	
<b>Corridor (Ground floor)</b>				Repair of Ceiling	Cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 7</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Cleaning and polishing of floor, floor skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		Polishing of extra wooden racks
<b>Room 8</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Cleaning and polishing of floor, floor skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 9 (Kitchen, Ground floor)</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Cleaning and polishing of floor tiles, floor skirting	Concealing of electrical /networking cables, installation of LED lights, new sockets and exhaust fan	Repair/replacement and concealing of plumbing fittings, wash basins etc.	Replacement of kitchen cupboards

<b>Room 10</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Cleaning and polishing of floor tiles, floor skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 11</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Cleaning and polishing of floor tiles, floor skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 12</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Removal of rug, cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 13</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Removal of rug, cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 14</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	Installation of false ceiling	Removal of rug, cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 15 Gents' Toilet (Ground floor)</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Change of wall tiles	Repair/replacement and polishing of window, installation of new window blinds	Repair of ceiling	Cleaning and polishing of floor tiles	Concealing of electrical /networking cables, installation of LED lights, new sockets and exhaust fan	Repair/replacement and concealing of plumbing fittings, WC, hand wash basins, mirrors and hand drier	

<b>Room 16</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Removal of rug, cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 17</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Removal of rug, cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 18</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Removal of rug, cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Corridor (First floor)</b>				Repair of Ceiling	Cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 19</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Removal of rug, cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 20 Ladies' Toilet (First floor)</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Change of wall tiles	Repair/replacement and polishing of window, installation of new window blinds	Repair of ceiling	Cleaning and polishing of floor tiles	Concealing of electrical /networking cables, installation of LED lights, new sockets and exhaust fan	Repair/replacement and concealing of plumbing fittings, WC, hand wash basins, mirrors and hand drier	

<b>Room 21</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Removal of rug, cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 22</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Repair and polishing of wooden wall, termite treatment etc	Repair/replacement and polishing of window, installation of new window blinds	Repair of ceiling	Cleaning and polishing of floor	Concealing of electrical /networking cables, installation of LED lights and new sockets	Repair/replacement and concealing of plumbing fittings, WC, hand wash basins, mirrors and hand drier	
<b>Room 23 (Kitchen, First floor)</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights, new sockets and exhaust fan	Installing plumbing fittings, wash basins etc.	Installation of kitchen cupboards
<b>Room 24</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Removal of rug, cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 25</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Removal of rug, cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 26</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding, white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		

<b>Room 27</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 28</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 29</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Change of wall tiles	Repair/replacement and polishing of window, installation of new window blinds	Repair of ceiling	Cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights, new sockets	Repair/replacement and concealing of plumbing fittings, WC, hand wash basins, mirrors and hand drier	
<b>Room 30</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	White washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	Repair of ceiling	Cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 31</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	White washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	Repair of ceiling	Cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 32</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	White washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	Repair of ceiling	Cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		



<b>Room 33</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	White washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Room 34</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	White washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Conference Room (First floor)</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Repair and polishing of wooden wall, termite treatment etc.	Repair/replacement and polishing of window, installation of new window blinds	Repair of Ceiling	Cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Chancery Building Open Areas (inside)</b>		White washing and painting of wall			Cleaning and polishing of floor	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Consular Hall (Ground floor)</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Screeding white washing and painting of wall	Repair/replacement and polishing of window, installation of new window blinds	White washing and painting of ceiling	Cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Consular Hall Toilet (Ladies)</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Change of wall tiles	Repair/replacement and polishing of window, installation of new window blinds	Screeding, white washing and painting of ceiling	Flooring of tiles	Concealing of electrical /networking cables, installation of LED lights, new sockets and exhaust fan	Repair/replacement of plumbing fittings, WC, Hand Wash Basins, Mirrors and Hand Driers	

<b>Consular Hall Toilet (Gents)</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.	Change of wall tiles	Repair/replacement and polishing of window, installation of new window blinds	Screeding, white washing and painting of ceiling	Flooring of tiles	Concealing of electrical /networking cables, installation of LED lights, new sockets and exhaust fan	Repair/replacement of plumbing fittings, WC, Hand Wash Basins, Mirrors and Hand Driers	
<b>Staircases</b>	Repair/replacement of door, door casing, locks, polishing of door installation of door stopper etc.(where there is a door)		Repair/replacement and polishing of window, installation of new window blinds	Repair of Ceiling	Cleaning and polishing of floor, skirting	Concealing of electrical /networking cables, installation of LED lights and new sockets		
<b>Miscellaneous</b>	Other minor electrical/plumbing works/repairs (as per requirement)							

**Tender for selecting contractor  
for  
RENOVATION IN THE CHANCERY BUILDING,  
ROOF REPAIRS/WATERPROOFING AND OTHER MINOR WORKS**

**Section-V**

**5. Schedule of Quantity**

**(To be submitted by the bidder)**

<b>Sl. No.</b>	<b>Items</b>	<b>Quantity</b>	<b>Cost</b>
1.			
2.			
3.			
4.			
5.			

**Note:** Please refer to Section-I of the document

**5.1** Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

**5.2** Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

**5.3** The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

**5.4** It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

**5.5** No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

**Tender for selecting contractor  
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ROOF REPAIRS/WATERPROOFING AND OTHER MINOR WORKS**

**Section-VI**

**6. Form of Tender**

**(To be submitted by the bidder)**

TO: High Commissioner of India in Nigeria

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender, which includes all these documents for the Lump Sum Fixed Price of: **(Amount to be indicated by the bidder in Number and words and also the currency)** exclusive of VAT.

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

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

Signature:

Name:

in the capacity of -----

Duly authorized to sign tenders for and on behalf of

Address:

Date:

**Tender for selecting contractor  
for  
RENOVATION IN THE CHANCERY BUILDING,  
ROOF REPAIRS/WATERPROOFING AND OTHER MINOR WORKS**

**Section-VII**

**7. Bank Guarantee Proforma for Earnest Money Deposit/Tender Security**

Bank Guarantee No.....

Brief description of contract: **Renovation in the Chancery Building, Roof Repairs/Waterproofing and Other Minor Works.**

Name and Address of Beneficiary: **Office of the High Commission of India, Lagos  
8A Walter Carrington Crescent, Victoria Island, Lagos (Nigeria)**

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for **Renovation in the Chancery Building, Roof Repairs/Waterproofing and Other Minor Works.** at Lagos (Nigeria) for **Office of the High Commission of India**, 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 to **Naira 4.34 million**. 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 4.34 million**.

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 4.34 million**.

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 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:**

**Tender for selecting contractor  
for  
RENOVATION IN THE CHANCERY BUILDING,  
ROOF REPAIRS/WATERPROOFING AND OTHER MINOR WORKS**

**Bank Guarantee Proforma for Performance Security**

Bank Guarantee No.....

Brief description of contract: **Renovation in the Chancery Building, Roof Repairs/Waterproofing and Other Minor Works.**

Name and Address of Beneficiary:

Date:

Whereas M/s (**Name of Contractor with address**) has submitted their tender for **Renovation in the Chancery Building, Roof Repairs/Waterproofing and Other Minor Works.** at Lagos (Nigeria) for **Office of the High Commission 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 Performance Security (5% of contract value) amounting to **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 of **Naira \*\*\*\*\***.

2. This guarantee is valid for a period of \_\_\_ Days and up to (**date should be two months after the date of completion of work**) 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 \*\*\*\*\***.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) up to the (**date should be two months after the date of completion of work**) 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 Nigeria Courts.

Date:

Place:

Name:

Signature: