Part-I

GOVERNMENT OF INDIA

MINISTRY OF EXTERNAL AFFAIRS



REQUEST FOR PROPOSAL (RFP) DOCUMENT

FOR AVAILING

PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES

FOR

(RENOVATION IN THE CHANCERY BUILDING,
ROOF REPAIRS/WATERPROOFING AND OTHER MINOR WORKS)

Date of issue: 19.10.2022

Last date of submission: 09.11.2022

REQUEST FOR PROPOSAL (RFP) DOCUMENT
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PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES
FOR
(RENOVATION IN THE CHANCERY BUILDING,
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The objective of this RFP is to select an appropriately qualified and adequately experienced reputed organisation or consortium of not more than two entities, to provide Project Management Consultant (PMC) services to the Consulate General of India, Lagos, Nigeria for Renovation in the Chancery building, roof repairs/waterproofing and other minor works.

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Section-1

REQUEST FOR PROPOSAL (RFP)
FOR AVAILING
PROJECT MANAGEMNT CONSULTANCY (PMC) SERVICES
FOR
Renovation in the Chancery building, roof repairs/waterproofing and other minor works

The President of India acting through the Consul General, Consulate of India, Lagos Nigeria requests proposals in sealed envelopes for selection of Project Management Consultant (PMC) for Renovation in the Chancery building, roof repairs/waterproofing and other minor works. The estimated cost of project is Naira 190 million.The proposal duly completed in prescribed format as per RFP document along with earnest money deposit (EMD) of Naira 190,000 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 **09.11.2022 (3pm WAT).** The detailed RFP document along with its annexures can be downloaded from the official website of the High Commission of India, Abuja (Nigeria) at **https://hciabuja.gov.in.** The bidders should submit the bid in two separate sealed envelopes containing EMD and Financial Bid, with the same being clearly super-scribed 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	19.10.2022 at 1100 hrs
2.	Pre-Bid Meeting	26.10.2022
3.	Last Date of Submission of Bids	09.11.2022 at 1500 hrs
4.	Date of opening of Financial Bids (Participant bidders may wish to be present)	09.11.2022 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 and/or admn.lagos@mea.gov.in. Mr. Ashok Kumar, (IBSA) may be contacted (+2348128308756) for site visit and to collection of RFP and scope of work. RFP and Scope of work can be requested by email (hoc.lagos@mea.gov.in) also.

4. The sealed bids would be opened on 09.11.2022 (Wednesday) 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 Kumar Sharma)
Head of Chancery

SECTION- 2

INTRODUCTION

2.1 Project Details:

Renovation in the Chancery building, roof repairs/waterproofing of Chancery building and some residential roofs, raising of security boundary wall on two sides and other minor works (electrical, plumbing. *Mission/Post shall indicate number of buildings and work in open areas, if any.*

(i) ***Purpose of the building: Official, (ii) Total built-up area:*** 2,250 sqm (excluding Residential area), but subject to actual measurement***, (iii) Number of floors: Ground and first floor (iv) Type of foundation: Raft foundation, (v) Type of construction: RCC frame structure, (vi) Finishing/façade of Chancery building: Mosaic tiles and painting at few areas, etc. for each of the buildings.***

2.2 Consulate General of India, Lagos, Nigeria, hereafter referred to as `Employer', wishes to select a Project Management Consultant (PMC) for the above project.

2.3 The Consultant responsible for comprehensive Architectural Design, hereafter referred to as `**Architect'**, has already been appointed by the Employer. The Architectural Design and cost estimate for the above works have been finalized by the Competent Authority.

2.4 **(A)** As a part of the process of selection of Project Management Consultant (PMC), hereafter referred to as `PMC', proposals are hereby invited from reputed organizations or consortium of not more than two entities, having proven professional capabilities in project management of large projects, who are eligible as per the primary eligibility criteria mentioned hereafter. Such organization or consortium is hereinafter referred to as **`Applicant'**.

(B) The Architect Consultant as referred in Clause 2.3, or any of its associate company/subsidiary company, are not eligible to apply for this RFP.

2.5 Primary eligibility criteria:

a) Should be registered in Consulate General of India, Lagos, Nigeria to provide Project Management Consultancy services.

b) Should have an experience of at least 5 years in PMC services.

c) Should have rendered Project Management Consultancy services for at least one project of cost equivalent of Naira 190 million OR two projects of cost equivalent of Naira 109 million **OR** three projects of cost equivalent of Naira 87 million including civil, electrical, HVAC, mechanical, plumbing, erection & commissioning of centralized AC plant, large sub-stations, captive power generation, interior works for Govt./Semi-Govt./reputed Corporate Clients. Copies of Letter of Award of Work indicating cost of project and copies of completion certificates to be submitted in support.

d) Should not have any legal dispute with Consulate General of India, Lagos Nigeria or High Commission of India, Abuja.

e) Should have average annual financial turnover of approximately Naira 11 million in providing PMC services in preceding five financial years and has not incurred loss in more than two financial years including the immediate preceding financial year.

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 information 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 of such buildings and accordingly make proposals.

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 190,000/- 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 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 for PMC. In case of the selected PMC, 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 PMC as per good engineering practices shall not be a valid ground for claiming additional fee or remuneration.

Section- 3

SCOPE OF WORK

3.1 General Services

3.1.1 The scope of services of PMC shall include all project management tasks that need to be performed for construction of buildings and their commissioning. It shall include but not be limited to the services as listed here under Section 3 including all its sub paras.

3.1.2 Certain development works at site may be envisaged to be executed through the works department of the country where the work is being executed. For those works that are assigned to works department, PMC shall not need to manage, inspect and ensure execution.

3.1.3 It shall however still be required to ensure routine coordination with each such agency to conduct overall site security & access related functions, maintain domain and work zone clearly on site.

3.1.4 The PMC, acting as project manager for and on behalf of the Consulate General of India, Lagos Nigeria, will monitor, coordinate, manage, evaluate and administer all project processes including activities of various participants in the project in accordance with approved project requirements, Specifications, Schedules, Budgets, Quality and Health, Safety & Environment (HSE) parameters. PMC shall ensure that all necessary documentation is collected, checked, communication filed and submitted to Consulate General of India, Lagos**,** for record.

3.1.5 PMC shall act as Engineer-in–Charge of all project works and supervise all works, check and certify all measurements and bills, and recommend their payment. PMC shall keep the Consulate General of India, Lagos, Nigeria informed through a well-designed Management Information System (MIS) on the physical and financial progress of the Project at regular intervals or as directed by the Consulate General of India, Lagos, Nigeria. PMC shall use appropriate software for PMC functions.

3.1.6 PMC shall ensure that all project activities are in accordance with the latest building codes and other relevant statutes in Lagos (Nigeria) as per Local Body Approval for the project.

3.1.7 To ensure implementation of all project processes, PMC shall liaise with and provide all requisite information, support and assistance to the Consulate General of India, Lagos, Nigeria, all appointed consultants including their sub-consultants and all other individuals, agencies and organization as may be deemed fit by the Consulate General of India, Lagos, Nigeria during the entire period of contract.

3.1.8 PMC shall be duty-bound to act on the directions of the 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. Also, the Consulate General of India, Lagos, Nigeria, will in no manner, whatsoever be, bound to act on the advice of PMC in any matter related to the project.

3.1.9 Consulate General of India, Lagos will provide about 50 Sq.M of office space to PMC, free of cost, for establishing a purely temporary project office to be used only for works related to ***Renovation in the Chancery building, roof repairs/waterproofing and other minor works*** during the entire period of contract or up to any date as decided by Consulate General of India, Lagos.

3.1.10 Within two months of Date of Acceptance by Consulate General of India, Lagos PMC shall open a fully functional, IT-enabled and well equipped office with a team of fulltime personal at the project site. A staff appointed and or stationed at the said office shall need acceptance of and approval of Consulate General of India, Lagos.

3.1.11 PMC shall depute to the project office, for the entire period of contract, the following competent, qualified and experienced technical staff with relevant field experience on similar projects: (**1**) one graduate Civil Engineer preferably with a postgraduate degree or equivalent in civil engineering/management; minimum fifteen years of experience; maximum age limit 55 years (**2**) one graduate Electrical engineer minimum 10 years experience; maximum age limit 50 years. Consulate General of India, Lagos at its sole discretion, may relax the maximum age by an additional 5 years in the case of highly competent or highly qualified or highly suitable candidates, upon specific request to this effect by the PMC. In addition to above minimum technical staff, PMC shall appoint as many personnel at the project office, as may be required for fulfilling its responsibilities.

3.1.12 Besides regular site supervision by professionals posted at site, PMC shall depute, with prior approval of Consulate General of India, Lagos highly qualified and well experienced experts/professionals from different disciplines for periodic monitoring, supervision and evaluation, on routine basis during the entire period of contract. Consulate General of India, Lagos at its sole discretion, reserve the right to accept or reject any professional suggested for deputation, if in the opinion of Consulate General of India, Lagos such professional is not adequately qualified/ competent/ professionally disposed for ***Renovation in the Chancery building, roof repairs/waterproofing and other minor works.***.

3.1.13 The status/designation/qualifications of the representative(s) of PMC who will be allowed to deal/interact with Consulate General of India, Lagos, and/or its representatives, the Architect, other consultants and designated committees/grounds etc. shall be the matter of discretion of Consulate General of India, Lagos, and the decision of Consulate General of India, Lagos in this regard shall be final and binding on PMC.

3.1.14 PMC shall respond to the queries raised by Consulate General of India, Lagos within 7 days or lesser time as soon as possible considering the nature of query and its impact on the project.

3.1.15 PMC shall not assign or subcontract any portion of these services without the prior consent of Consulate General of India, Lagos**,** in writing. However PMC, after the award of the contract, may engage, at its own cost but with prior approval of Consulate General of India, Lagos any number of sub-consultants considered suitable for the part of services which may require specific expertise subject to the condition that the overall responsibility of performance under the contract shall always lie with PMC only.

3.1.16 PMC shall be required to work in close coordination, provide requisite information, and be available for meetings with the Architect and other persons/ organization associated with the construction, in all such matters as directed by Consulate General of India, Lagos

3.1.17 The decision of Consulate General of India, Lagos will remain final in all matters relating to the interpretation of architectural design and related architectural details; and PMC shall be bound to execute such decisions to the satisfaction of Consulate General of India, Lagos.

3.1.18 The ownership of all the schemes, proposals, documents, drawings, reports, data and communications that shall be generated, processed and/or disseminated by PMC, including their formats of collection, analysis, processing, documentation, and report in fulfillment of the scope of services as PMC, shall rest with Consulate General of India, Lagos**,** and no claim whatsoever shall be admissible on Consulate General of India, Lagos**,** in respect of any proprietary rights or copyrights of the same on the part of PMC.

3.1.19 Consulate General of India, Lagos at its sole discretion and without assigning any reasons whatsoever, reserves the right to appoint any individual and/or organization as it may deem fit to render the whole or part of services covered in this RFP, for a particular phase of work and any subsequent phases thereafter, in the interest of timely and qualitative completion of construction works.

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;

3.2 SUPPORT & COORDINATION SERVICES:

Facilitation of communications & information exchanges

3.2.1 PMC shall be required to organize, conduct, participate in and draw minutes of meetings regarding the project at any date, time and place as directed by Consulate General of India, Lagos**,** throughout the project period.

3.2.2 PMC shall conduct routine monitoring and coordination meetings on daily and weekly basis.

3.2.3 PMC to conduct periodic coordination meetings at a minimum interval of every two weeks to help all consultants, contractors, vendors and other agencies in the process of demonstration, documentation, review, comments and client inputs on the work progress and to ensure monitoring of project implementation.

3.2.4 PMC shall set up and control documentation system for Consulate General of India, Lagos**,** and/or its authorized representatives who shall have access to PMC server as and when desired, without fail.

3.2.5 PMC shall, without question or fail, provide knowledge transfer and handover, including transfer and/or cessation and/or conveyance of physical possession and/or custody, wherever applicable, of all material or de-materialized project constituents, to Consulate General of India, Lagos**,** and/or other agencies appointed by Consulate General of India, Lagos as and when desired by Consulate General of India, Lagos

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

3.2.6 PMC shall provide full coordination including required administrative / secretarial support and full assistance to Consulate General of India, Lagos**,** and/or other agencies appointed by Consulate General of India, Lagos in all project related legal matters and other mandatory compliances including but not limited to preparation and processing of responses to all audit authorities/ vigilance authorities/ RTI questions and any others, handling all related communications and facilitating inspections by such authorities, to the extent as and when desired by Consulate General of India, Lagos throughout the duration of the contract and without question or fail.

3.2.7 PMC shall brief Consulate General of India, Lagos**,** in a timely manner and keep it fully informed on the status of various stages of statutory, legal and other project related matters and compliances; and shall bring to notice of Consulate General of India, Lagos well in advance, all consequent necessary actions required keeping in mind the project milestones.

3.3 WORK MANAGEMENT

Field Engineering, Supervision & Design support

3.3.1 Regularly interact with the Architect, Contractor and Consulate General of India, Lagos**,** to resolve all issues related to project execution before the construction and during the construction till completion of works.

3.3.2 Review of advance copies of `Good for Construction' (GFC) drawings submitted by Architect to the satisfaction of Consulate General of India, Lagos**,** and to ensure that extra items are minimized.

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

3.3.4 Review or arrange for review by the Architect consultant, of supplier's and contractor's drawings and documents for equipment and services installations, as required.

3.3.5 Review or arrange, coordinate and verify for review by the consultants, of material samples, test reports and other certifications and submittals by suppliers and contractors for conformance to drawings and specifications, as required.

3.3.6 Arrange preparation of and verify `as-built drawings' from the Architect and submit to Consulate General of India, Lagos**.**

3.3.7 Maintain primary survey records and control records of surveys performed by others.

3.3.8 PMC shall assist Consulate General of India, Lagos**,** for the identification of lay-down areas, identification of areas for plant & machinery required for the project.

3.3.9 PMC shall vet the accuracy of the layout demarcation as executed, in accordance with the approved drawings by Consulate General of India, Lagos**.**

3.3.10 In case of any disparities, PMC shall bring the same to the notice of Consulate General of India, Lagos**,** and the Architect. PMC shall coordinate the inclusion of the necessary design and/or layout modifications including services etc. on design drawings as per site requirements. PMC shall seek approval of Consulate General of India, Lagos**,** for any such changes before implementation at site.

3.4 MEASUREMENT AND BILL CHECKING:

3.4.1 Recording of measurements (as per laid down procedures/ standard/ practices) for all items of work done including extra and declared sub items.

3.4.2 Checking and certification of all contractors' bills and finalize within 7 days for forwarding it to Consulate General of India, Lagos**,** for payment within the agreed timelines as specified in the tender/contract documents. PMC should also recommend all statutory deductions as per prevalent law.

3.4.3 Checking and certification of the bills of consultants other than the Architect, appointed for the project as and when desired by Consulate General of India, Lagos.

3.4.4 PMC to coordinate with Consulate General of India, Lagos**,** while verifying bills, invoices and payments.

3.4.5 Solicit and check rate analysis for extra items of work and forward the same for approval of Consulate General of India, Lagos**,** before execution of the same at site.

3.4.6 Prepare reconciliation statement of various material received and consumed at work such as steel, cement etc. consumed and brought to site. It should be submitted with every bill.

3.4.7 Check the quantities exceeding the contract quantity and inform the cost implications to Consulate General of India, Lagos**.**

3.5 QUALITY ASSURANCE/QUALITY CONTROL:

3.5.1 PMC 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.

3.5.2 PMC shall ensure suitable & sufficient tests of materials and equipment as required including random checks for conformance with specific requirements of contract documents, and document results of the tests. Besides, assessment and checking in the laboratory and the scheduling supervision and vetting of field tests carried out by the contractors, PMC may also carry out independent tests as necessary, as and when desired by Consulate General of India, Lagos for quality assurance of the works at contractors cost. PMC shall maintain complete records of all test results including supplier's material tests.

3.5.3 PMC shall review and approve the test results/certificates and wherever tests indicate lack of conformance, it shall initiate action to secure conformance including additional tests as considered necessary to establish quality of the work desired.

3.5.4 PMC shall note deficiencies in the contractor's work, cause corrections to be made, and check the remedial work and facilitate rectification of the deficiencies as per approved methods/ codal provisions. PMC will not be discharged of their responsibilities to get the defects rectified, if not rectified within the Defect Liability Period.

3.5.5 PMC shall check that various products guarantees are available for sufficient period.

3.5.6 PMC shall conduct monthly technical quality audit in co-ordination with Consulate General of India, Lagos**.**

3.5.7 For the purpose of independent testing, wherever required, all material/Equipment shall be sent for testing/calibration to Consulate General of India, Lagos**,** approved labs only.

3.5.8 PMC may be required to help establish, at the contractors cost, a testing laboratory at the site of construction work equipped with prescribed machinery, tools, plants and equipment.

3.6 HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS:

3.6.1 PMC 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.

3.6.2 PMC 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.

3.6.3 PMC 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.

3.6.4 PMC 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. PMC shall also conduct training/ orientation and briefing of all workers and visitors in the regard.

3.7 CONTRACT ADMINISTRATION:

3.7.1 PMC shall maintain complete records of contracts from award to final acceptance, payment, and close-out.

3.7.2 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.

3.7.3 Progress payment records shall be maintained by PMC.

3.7.4 Drawing and specification clarifications including all changes, deviations and substitutions, which have been estimated, negotiated, and/or accepted and bring this to the notice of the Employer.

3.7.5 Maintain the logs for Bank Guarantees, Contracts, Contract Amendments, Change Notices, Incoming & outgoing correspondences, workman compensation Policies, PF *Challans*, Labour License, Health and other Insurance policies, contract Schedules, Back Charges, RFIs, Invoice, etc., for all contractors.

3.7.6 PMC shall prepare monthly progress payment estimates and facilitate and administer systematic and reasonable progress payments.

3.7.7 PMC shall review, appraise and administer claims for items of extra work or change in the terms of the contracts. PMC shall negotiate with contractors to resolve claims, including documentation of the rationale for resolution, and submit relevant justification notes for any eligible claims to Consulate General of India, Lagos**,** for approval.

3.7.8 PMC shall develop change orders/amendments to incorporate the work covered by claims into the appropriate contract or purchase order after approval of Consulate General of India, Lagos.

3.7.9 PMC to manage all the Contractual issues with the Contractors in such a way that there is no cost and time implication/escalation.

3.7.10 PMC shall administer all requests for extension of time from the Contractors. PMC shall negotiate an equitable adjustment in time and submit an approval note to Consulate General of India, Lagos**,** with detailed schedule, analysis, cost impact, if any, for approval.

3.8 PROJECT COST CONTROL:

3.8.1 PMC shall inform Consulate General of India, Lagos**,** about each such potential change in design and construction from the approved drawings, plan of execution, and construction quantities which may have cost or schedule impact, at least two (2) weeks in advance for identification of change with detailed analysis for acceptance and propose a plan to mitigate the same; and for emergency cases, submit the change with analysis to Consulate General of India, Lagos**,** for approval.

3.8.2 Maintain the hindrances register package/contract wise which shall record any hindrance caused to the progress of the works, duration of such hindrance, date of clearance of hindrance etc.

3.8.3 PMC shall prepare and submit a deviation report of identified change/deviation in cost and schedule within 5 days of approval of change. The report shall include but not be limited to reason for change, cost and schedule impact, cost analysis report, recovery schedule and recommendations to reduce time & cost impact.

3.8.4 Monitor, report and Maintain a log of identified and approved changes and submit it to Consulate General of India, Lagos**,** on regular basis and as and when needed by Consulate General of India, Lagos

3.9 PROJECT COMPLETION:

3.9.1 PMC shall engage in verification of the physical construction and installation of the various facilities and systems of the project towards or after completion in coordination with the Architect.

3.9.2 PMC 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**.**

3.9.3 PMC shall establish effect and monitor a program for identifying and rectifying defects during applicable defects liability period including periodic monitoring and reporting. Before the expiry of the defect liability period, PMC shall make a final inspection and list the defects to be rectified prior to issue of final completion certificate.

3.9.4 PMC shall recommend Consulate General of India, Lagos**,** acceptance of facilities or system from the contractors for operation and use after arranging for sufficient training to the end users.

3.9.5 PMC shall solicit and arrange from the contractors to supply trade files, documents, test certificates, performance warranties/guarantees, space parts lists, maintenance manuals, no claim certificate and transmit the same to Consulate General of India, Lagos in both hard copy and electronic formats.

3.9.6 PMC shall solicit AS BUILT drawings immediately **from the Architect** and review, verify and approve the `as built' corrections to all plans, drawings and other documents in coordination with Architect to the satisfaction of Consulate General of India, Lagos**.**

3.9.7 Prepare final project completion reports, project expenses analysis, estimate and final account of expenditure in the format as desired.

3.9.8 Ensure that the constructed works and sites are cleaned and prepared for occupancy and use.

3.9.9 Recommend to Consulate General of India, Lagos**,** to issue completion certificates after the contractors have satisfactorily completed all work under the terms of their contracts and for final payment of the contractors after adjusting any liquidated damages and security deposits.

3.9.10 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.

3.10 <u>RIGHT TO LIMIT THE SCOPE OR SERVICES:</u>

3.10.1 Employer reserves the right to restrict the scope of the services of PMC to the full or part or parts of the project.

3.10.2 Employer reserves the right to terminate the services of PMC with a three month notice in writing if the employer is not satisfied with the services of PMC.

3.10.3 In the event of termination of the services of PMC due to unsatisfactory services rendered by PMC, PMC will not be entitled to claim any compensation for the termination on account of the remaining work or the period of contract not completed.

3.10.4 Further, in case of termination of services of PMC due to unsatisfactory performance, the employer reserves the right to levy appropriate compensation on PMC for the losses incurred by the employer on account of the unsatisfactory services of PMC or due to the fact of disruption to the project due to the necessity of having to terminate the services of PMC and having to make other arrangements for completion of the works entrusted to PMC.

SECTION – 4

PREPARATION & SUBMISSION OF PROPOSAL

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

4.1 Earnest Money: The bidder has to deposit an earnest money of Naira 190,000 in the form of Bank Guarantee with a validity of minimum (six) months, in favor of Consulate General of India, Lagos along with the financial 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.

4.2 Financial Proposal: This should contain the following information:

4.2.1 Company profile giving inter-alia, information on:

a) Total number of years of experience in Project Management and/or Consultancy work since its establishment.

b) Whether rendered services pertain to Construction Management & Supervision, Civil, Electrical, HVAC, Plumbing, Fire Fighting, Interior Furnishing and Mechanical works including high rise buildings for Government/Semi-Government/Reputed Corporate Clients for prestigious projects giving details.

c) Whether the Consultant firm has engineers on their rolls who have direct work experience in erection and commissioning of Central AC plants, large sub sub-station (33 KV, 11 KV etc.) or they outsource the commissioning of these facilities to agencies. Please furnish details.

d) Whether the firm has full-fledged establishment/office in **Lagos** or in **Nigeria** and details of facilities like computers, printers, fax, telephone, e-mail facilities, software like MS Office, MS Projects, Primavera, Auto CAD, etc.

e) Furnish details of technically qualified manpower with their qualifications in Engineering, Finance & Management divisions of the Company.

f) Were arbitration proceedings involved in any project/s for which the firm has provided PMC services? Give details of the cases and outcomes of the proceedings.

g) Please also furnish:

(i) Annual revenue generated out of fee received from PMC services during the last five financial years;

(ii) Annual turn-over of the company from its activities during the last five financial years;

(iii) Balance Sheet of the company for the last five 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.

(iv) Such other financial information as considered relevant to judge the financial health of the Company.

4.2.2 Details of manpower proposed to be deployed for this project. This should be depicted in an organization chart giving manpower details, their designation/level job profile/responsibilities to be handled, qualifications, experience/expertise, number of

persons at each level. Please refer to clause for minimum manpower to be deployed for the project.

4.2.3 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.

4.3 Proposal Due Date

4.3.1 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. Financial Bid of RFP shall be opened at **(Time to be indicated by the Mission)**. The bidders should submit the bid in two separate sealed envelopes containing EMD and Financial Bid, with the same being clearly superscribed on the envelopes.

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

4.3.3 Proposal shall not be modified or withdrawn by the Consultant 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.

4.4 Time Schedule

4.4.1 The total period of completion of the Project for PMC shall be 270 days **PLUS one year of defect liability period.**

4.4.2 If the completion time of the project exceeds **270 days**, as listed above in para 4.4.1, no extra/additional fee will be payable for extended period.

SECTION - 5

PROPOSAL EVALUATION

5. General: The proposal shall be evaluated on the basis of least cost system and subject to fulfillment of other essential criteria..

5.1.1 Performance Guarantee: The selected applicant shall furnish within 21 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 PMC fees quoted.** The Performance guarantee shall remain valid for a period of three months beyond the end of Defect Liability Period of the last contract.

5.2.1. Consultancy 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, Contact Fee, Payment Schedule, Project Time Schedule and other clauses like Indemnity Clause, Provisions for Modification

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. The Agreement will be executed within 30 days from the Date of Acceptance.

5.3.1 **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.

SECTION - 6

TERMS OF PAYMENT

6.1 For Contract Payment: Retention Money/Security Deposit: 10% of the Consultancy Fee shall be held back from each payment, as Retention Money, against equivalent Bank guarantee. Further payments will be released commensurate to physical progress, subject to deduction of retention money 10%. Further, 50% of retention money will be released 60 days after certified completion of project and remaining 50% will be released after completion of DLP (Defects Liability Period).

6.2 For Consultant Payment: The fee to the Consultant, indicated in Section 5 of this AGREEMENT, shall be paid by the Employer after payment of each Running Account (RA) Bill of the Contractor as same percentage of the certified work done in Contractor's bill as was quoted by the Consultant as indicated in Section 5 of this document. (***For example:***If the Tendered cost of the project is US$ 10 Million and Consultant to be paid at 3% of the tendered cost. If the Contractor has done work of value US$ 20000 in one RA Bill, the Consultant would be paid 3% of US$ 20000, i.e. US$ 600 after payment to the Contractor is made by the Employer). PMC fee will be released after deduction @10% in the invoice amount as retention money. 50% of retention money will be released 60 days after certified completion of project and remaining 50% will be released after completion of DLP.

6.3 The Consultant shall submit its invoices for payment of fee with supporting documents within 15 working days of corresponding payment made to the contractor.

Part-II

GOVERNMENT OF INDIA

MINISTRY OF EXTERNAL AFFAIRS



AGREEMENT FOR

PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES

FOR

(Renovation in the Chancery building, roof repairs/waterproofing and other minor works)

BETWEEN

Consulate General of India, Lagos AND

(*Name of the selected applicant*)

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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 (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 `Consultant', 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 intends to engage a Consultancy agency for PROJECT MANAGEMENT CONSULTANCY SERVICES (hereinafter referred to as 'the Services') for ***Renovation in the Chancery building, roof repairs/waterproofing and other minor works*** (hereinafter referred to as `the Project').

(ii) It is agreed by each of the party that the Consultant will act as its representative to do or execute all acts and things, in connection with this AGREEMENT.

(iii) Consulate General of India, Lagos**,** agrees to engage Consultant 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 Consultant's SERVICES.

1.4 `Consultant' shall mean (***Name of selected applicant***) as company registered in **Nigeria** having its registered office at (***Registered office address of the lead company***) [in consortium with (***Name of partner company***) having its registered office at (***Registered office address of the partner company***)].

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

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

1.7 `Architect' shall mean (***Name of Architect appointed for the project by the Mission/Post***)

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

1.9 `Estimated cost of a package' would mean the cost estimate prepared for a package using the BOQ given by the Architect and approved by the Employer.

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

1.11 `Executed cost of a package' shall mean the value of awarded contract adjusted for any revision in scope and variations/additional work items 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) (***To be annexed by the Mission/Post***)

(b) Consultant'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 Consultant 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 SERVICES

4.1 The scope of Services shall be as per Section 3 of RFP document referred to in Section 2 of this AGREEMENT.

SECTION 5: REMUNERATION

5.1 For the scope of services identified under Section 4 of this AGREEMENT, the Employer shall pay the fees to the Consultant as follows:

Particulars	**Fee in % of the lower of :** **(a) tendered cost of the project and variations/additional works approved by the Employer and executed, if any (excluding taxes)** **(b) Completion Cost including variations/additional works approved by the Employer and executed, if any (excluding taxes)**
PMC SERVICES FOR (***Name of the project***) AT **Lagos**	(***To be indicated by the Mission/Post***)

Note: 1. The said fee is exclusive of VAT/ Service Tax.

2. If the project duration extends beyond the time schedule as per Section 14, the Consultant agrees to provide services to the extended time schedule. No extra/additional fee will be payable for the extended period.

5.2 The Consultant shall be jointly and severally responsible for the successful performance of the scope of services as per this Agreement.

SECTION 6: TERMS OF PAYMENT

6.1 The fee to the Consultant, indicated in Section 5 of this AGREEMENT, shall be paid by the Employer after payment of each Running Account (RA) Bill of the Contractor as same percentage of the work done certified in the bill as indicated in Section 5 of this AGREEMENT.

6.2 The payment will be made as a percentage of the RA Bill on certification of the bill by Architect.

6.3 As early as possible but not later than fifteen (15) working days of payment made to the Contractor, the consultant shall submit its invoices along with appropriate supporting documents for claiming the fee due.

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 PMC fees quoted to be submitted by Consultant 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 21 days from the date of acceptance. This period can be further extended by the Employer up to a maximum period of 7 days on written request of the Consultant stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the employer.

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 three months beyond the end of Defect Liability Period.

8.1.4 In case the time for completion of work gets extended, the PMC 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 PMC 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 President of India.

8.2 Limitation of Liability:

8.2.1 Consultant shall carry out the Services in conformity with generally accepted norms and sound standards of engineering. Consultant shall be responsible for the technical soundness of the services rendered. In the event of any deficiencies in these services, the consultant's liability shall be limited to promptly redoing such services. The Employer shall not be required to pay additional compensation to the consultant for such re-done services.

8.2.2 Consultant shall, in order to safeguard the interests of the Employer, endeavour to incorporate appropriate provisions in the specifications for purchase of equipment/appointment of contractors to ensure that the equipment suppliers/ contractors provide the necessary guarantees of performance. Consultant's obligations in this regard shall be limited to providing technical assistance to the Employer in ensuring such guarantees.

8.2.3 The overall total liability of Consultant arising out of this Agreement for conclusively proven lapse of the Consultant in executing his scope of services as defined in Section 4 of the Agreement or any subsequent change thereof shall be limited to a maximum of five per cent (5%) of the remuneration mentioned in Section 5 above.

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 Consultant, as per time schedule of the project that will be finalized by mutual agreement between Consultant, Employer & Architect, half per cent of fee of Consultant will be deducted for per month delay of delivery of services as per time schedule, calculated on daily basis, subject to a limit of 5% of total fee as provided in the clause provided it is conclusively proven that such delay is attributable to the Consultant within its responsibility in the scope of services as defined in Section 4 of the Agreement.

SECTION 9: DRAWINGS AND DOCUMENTS

9.1 Consultant 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 10: DOCUMENTS/INFORMATION TO BE PROVIDED BY ARCHITECT

10.1 The scope of services, as detailed in the RFP document indicated in Section 2 of this AGREEMENT, is based on the understanding that Architect shall provide all necessary data/document/information to the Consultant, which shall be the base information/input, relied upon by the Consultant for rendering the services.

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 Consultant and the Consultant 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 Consultant in the performance of the AGREEMENT shall at all stages be and remain the property of the Employer and while in the custody of Consultant 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 Consultant 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 Consultant is, without good reasons, not discharging his obligation, the Employer may inform the Consultant by notice, indicating grounds for the notice. If a satisfactory response is not received within 21 days, the Employer may by a further notice in writing, terminate the Agreement provided that further notice in writing is given within 35 days of the Employer's former notice. In the event of termination of the Agreement by the Employer, the Consultant 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 with a view to perform this consultancy work.

15.2 The Consultant 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 Consultant shall only be entitled to be paid the value so certified by the Employer.

SECTION 16: INDEMNITY

16.1 Subject to Section 8.3, Consultant 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 Consultant or any person employed or agent engaged by the Consultant, 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 Consultant with respect to the services to be performed. All reports, drawings, documents and other technical information procured or prepared by Consultant shall employ metric units of measurements. Gregorian calendar will be followed for the execution of the AGREEMENT.

SECTION 18: ADDITIONAL SERVICES

18.1 Consultant shall make available on the Employer's request such services as may be mutually agreed between the Employer and Consultant 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. **However, no extra fee shall be payable for any delays.**

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 Consultant. Similarly, Consultant shall nominate and intimate in writing particulars of an officer to represent it.

22.2 The officer nominated by the Employer and by Consultant shall be fully authorized to give and receive instructions and decisions which shall be deemed to have been given by the Employer and Consultant 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 Consultant from the Employer relating to this Agreement, and all information derived by the Consultant under this Agreement are confidential. Except as provided by law or with prior written consent of the authorized representative of the Employer, the Consultant 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 Consultant 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 Consultant 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 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 Consultant under this Contract or materially affect the discharge by the Consultant or its obligations under the Agreement.

(E) No representation or warranty by the Consultant 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 Consultant 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** ***Address: 8A, Walter Carrington***

Crescent, Victoria Island, PMB 80128, Lagos, Nigeria

And

(***Full address of the Consultant 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, Lagos (Nigeria),

(Signature)
Name:
Designation:

Witness:

1.

(Signature)
Name:
Designation:

2.

(Signature)
Name:
Designation:

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

(Signature)
Name:
Designation:

Witness:

1.

(Signature)
Name:
Designation:

2.

(Signature)
Name:
Designation:

Consulate General of India,
Lagos

RFP FOR SELECTING PMC
FOR
Renovation in the Chancery building, roof repairs/waterproofing and other minor works

SECTION-

Bank Guarantee Pro-forma for Earnest Money Deposit

Bank Guarantee No.....

Brief description of contract: **Renovation in the Chancery building, roof repairs/waterproofing and other minor works**

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

Date:

Whereas M/s (***Name of Consultant with address***) have submitted their tender for ***Renovation in the Chancery building, roof repairs/waterproofing and other minor works*** at Lagos for Consulate General of India, Lagos, Nigeria and one of the tender conditions is for the M/s (***Name of Consultant with address***) to submit a Bank Guarantee for Earnest Money Deposit amounting **Naira 190,000**. 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 190,000**.

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 190,000.**

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: Place:
Name: Signature:

RFP FOR SELECTING PMC

FOR

Renovation in the Chancery building, roof repairs/waterproofing and other minor works

SECTION

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of Agreement:***Renovation in the Chancery building, roof repairs/waterproofing and other minor works***

Date:

Whereas M/s (**Name of Consultant with address**) have submitted their RFP for ***Renovation in the Chancery building, roof repairs/waterproofing and other minor works*** at Lagos for Consulate General of India, Lagos Nigeria and one of the RFP conditions is for the M/s (**Name of Consultant with address**) to submit a Bank Guarantee for Performance Security amounting to (5***% of the PMC fees quoted of 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 PMC fees quoted of 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 PMC fees quoted of 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) Professional Fee

The professional fee for PMC Services shall be ____ % (to be indicated in words also) only of the completed cost of project or tendered cost whichever is lower.

(B) Taxes

The above fee for consultancy services is exclusive of the _____% tax [**as applicable in Nigeria]**.