

BUILDING & CONSTRUCTION CONTRACT AGREEMENT

General Template — Nigeria

Important notice: This is a general-purpose template drafted for reference and information purposes. It is **not** the official "Standard Form of Building Contract" published by the Nigerian Institute of Architects (NIA), which is a separate copyrighted publication available directly from the NIA. This template is provided as a starting-point example only — it is not legal advice. Please review carefully and have it checked by a qualified lawyer or quantity surveyor before use on a real project.

This Agreement is made this [day] day of [month, year] between:

THE EMPLOYER (Client):

Name: [Employer's Name]

Address: [Employer's Address]

("the Employer")

THE CONTRACTOR:

Name: [Contractor's Name / Company]

Address: [Contractor's Address]

("the Contractor")

1. THE PROJECT

The Contractor agrees to carry out and complete the construction works described as: [brief description of the building project, e.g. "Construction of a 4-bedroom duplex"], situated at [site address] ("the Works"), in accordance with the drawings, specifications and Bill of Quantities agreed between the parties and attached to this Agreement as schedules.

2. CONTRACT SUM

The total contract sum for the Works is ₦[amount in figures] ([amount in words]), inclusive/exclusive of applicable taxes as agreed. This sum is based on the agreed Bill of Quantities and may only be varied in accordance with Clause 5 (Variations).

3. PAYMENT TERMS

Payment shall be made in stages tied to work completion milestones, for example: (a) an initial mobilisation payment on signing; (b) interim payments upon certified completion of agreed stages (e.g. foundation, superstructure, roofing, finishing); and (c) a final payment upon practical completion and handover, less any retention agreed between the parties. Specific milestone percentages should be listed in a payment schedule attached to this Agreement.

4. TIME FOR COMPLETION

The Works shall commence on [start date] and shall be completed within [duration, e.g. "6 months"] from the commencement date, subject to any extension of time agreed in writing for delays caused by the Employer, force majeure, or other causes outside the Contractor's reasonable control.

5. VARIATIONS

Any change to the scope, specification, or drawings requested by the Employer after signing shall be treated as a variation. No variation shall be carried out, and no adjustment to the contract sum or completion date shall be made, unless agreed and confirmed in writing by both parties before the variation work begins.

6. MATERIALS & WORKMANSHIP

All materials used shall be new and of the quality specified in the Bill of Quantities, and all workmanship shall conform to generally accepted building standards and any applicable provisions of the National Building Code of Nigeria. The Contractor shall permit the Employer or their representative reasonable access to inspect the Works at any stage.

7. DEFECTS LIABILITY

The Contractor shall make good, at their own cost, any defects arising from faulty materials or workmanship that become apparent within [e.g. "6 months"] of practical completion ("the Defects Liability Period"), provided such defects are not due to misuse or normal wear and tear.

8. INSURANCE & SAFETY

The Contractor shall take reasonable precautions to ensure the safety of workers and third parties on site, and should maintain appropriate insurance cover for the Works and site personnel where applicable, in line with the guidance set out in the National Building Code and applicable state regulations.

9. TERMINATION

Either party may terminate this Agreement by written notice if the other party commits a material breach that is not remedied within a reasonable period after written notice of the breach. On termination, the parties shall account for work properly completed and payments due up to the date of termination.

10. DISPUTE RESOLUTION

The parties shall first attempt to resolve any dispute arising from this Agreement amicably through discussion. If unresolved, the dispute may be referred to mediation or arbitration as agreed by both parties, or to the courts of competent jurisdiction in Nigeria.

11. GOVERNING LAW

This Agreement shall be governed by the laws of the Federal Republic of Nigeria and the applicable laws of the state in which the Works are situated.

SIGNATURES

By signing below, both parties confirm they have read, understood, and agree to be bound by the terms of this Agreement.

Employer's Signature & Date

Contractor's Signature & Date

SAMPLE TEMPLATE