



BAYERO UNIVERSITY,  
KANO

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**CONTRACT DOCUMENT AND BILL OF QUANTITIES FOR  
THE PROCUREMENT AND INSTALLATION OF SOLAR  
BACK-UP TO ACEPHAP (LOT-1)**

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AT

BAYERO UNIVERSITY, KANO

PREPARED BY:  
Physical Planning Unit  
Bayero University  
Kano.

MARCH, 2022

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BILL NO. 01

Article of Agreement, Preliminaries, Condition of Contract, and Trade Preamble



## ARTICLES OF AGREEMENT

THIS AGREEMENT made the *March of 2022* BETWEEN *Bayero University Kano* of (or whose registered office is situated at) *Gwarzo Road, Kano* (Hereinafter called "the Employer") of the one part And of *Messer Phenomenial Business Ventures Ltd* (or whose registered office is situated at) *No.58, Yahaya Madaki Way, Kofar Kaura Katsina* Hereinafter called "the Contractor" (a) of the other part

WHEREAS The Employer is desirous of (b) Procurement and Installation of Solar Back-Up to ACEPHAP (Lot-1) (Lot-4) (Hereinafter) called "the Works" at BUK.

And has caused Drawing and Bills of Quantities showing and describing the work to be done prepared by Physical Planning Unit.

The Contractor has supplied the Employer with a fully priced copy of the said Bills of Quantities (which copy is hereinafter referred to as "the Contract Bills").

(Hereinafter referred to as "the Contract Drawings) and the Contract Bills have been signed by or on behalf of the parties hereto.

NOW IT IS HEREBY AGREED AS FOLLOWS:

### Article 1

For the considerations hereinafter mentioned the Contractor will upon and subject to the Contract Documents, carry out and complete the Works shown upon, described by or referred to in those Documents in (6) Weeks or such other extended period in accordance with the Conditions.

### Article 2

The Employer will pay to the Contractor the sum of *Eighteen Million Eight Hundred and Twenty Eight Thousand Six Hundred and Twenty Five Naira Only (N18,828,625.00) only*. The term "the Architect" in the Articles and Conditions shall mean Principal Architect or, in the event of this death or ceasing to be the Architect for the purpose of this Contract, such other person as the Employer shall nominate within a reasonable time but in any case not later than 21 days after such death or cessation for that purpose, not being a person to whom the Contractor not later than 7 days after such nomination shall object for reasons considered to be sufficient by an Arbitrator appointed in accordance with article 7. Provided always that no person subsequently appointed to be the Architect under this contract shall be entitled to disregard or overrule any certificate or opinion or decision or approval or instruction given or expressed by the Architect for the time being.

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**Article 4**

The term "the Quantity Surveyor" in the Articles and Conditions shall mean Assistant Chief Quantity Surveyor or, in the event of his death or ceasing to be the Quantity Surveyor for the purpose of this Contract. Such other person as the Employer shall nominate within a reasonable time but in any case not later than 21 days after such death or cessation for that purpose, not being a person to whom the Contractor not later than 7 days after such nomination shall object for reasons considered to be sufficient by an Arbitrator appointed in accordance with Article 7.

**Article 5**

The term "the Engineer" in the Articles and Conditions shall mean the said .....

Of .....  
or in the event of his death, or ceasing to be the Engineer for the purpose of this Contract. Such other person as the Employer shall nominate within a reasonable time but in any case not later than 21 days after such death or cessation for that purpose, not being a person to whom the Contractor not later than 7 days after such nomination shall object for reasons considered to be sufficient by an Arbitrator appointed in accordance with article 7.

**Article 6**

The term "the Co-ordinator" in the article and conditions shall mean the said .....

of .....  
or, in the event of his death or ceasing to be the Co-ordinator for the purpose of this Contract such other person as the Employer shall nominate within a reasonable time but in any case not later than 21 days after such death or cessation for that purpose, not being a person to whom the Contractor not later than 7 days after such nomination shall object for reasons considered to be sufficient by an Arbitrator appointed in accordance with Article 7. Provided always that no person subsequently appointed to be the co-ordinator under this contract shall be entitled to disregard or overrule any certificate or opinion or decision or approval or instruction given or expressed by the co-ordinator for the time being.

**Article 7**

If any dispute or difference as to the construction of this contract or any matter or thing of whatsoever nature arising there under or in connection therewith shall arise between the Employer or the Architect/Co-ordination on his behalf and the Contractor either during the progress or after the completion or abandonment of the Works, it shall be and is hereby referred to arbitration in accordance with clause 35.



## DEFINITIONS

In the said Conditions the following words and expressions shall have meanings hereby assigned to them except where the content otherwise requires:-

- a) "Acceptance of tender" means written letter of intent to complete a formal contract on the terms stated in the tender documents.
- b) "Approved" or "Approval" means approved or approval in writing by the Architect/Supervising Officer unless otherwise specified.
- c) "Plant" mean all appliances or things of whatever nature required in or about the execution completion or maintenance of the works or temporary works and includes (without hereby limiting the foregoing definition) all machinery, tool coverings, patterns, templates, profiles, power of every kind, water, light, pumping, workshop, sheds, building, stores, materials, and things fixed or moveable;
- d) "Contract" means the Articles of Agreement and conditions of Contract with Appendices, the Contract Drawings and the contract Bills;
- e) "Contract Sum" means the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the contract.
- f) "General attendance" means assisting and collaborating with any sub-contractors and their tradesman including obtaining particulars or requirements concerning work to be executed for them, supplying them with and taking responsibility for accurate dimensions and details to their work, providing full facilities to enable their employees to execute their work including the use, free of charge, of working space, look-up storage, plant and other builder's equipment including approved scaffolding, maintaining, altering and removing same as required, unloading and hoisting their plant and materials or assisting to do so and providing them free of charge with water, watching, artificial lighting and electric power, covering up and protecting their goods and materials and their work and making good any loss or supplying unskilled labour for unloading, storing and the like;
- g) "Month" means calendar month.
- h) "Practical Completion" means substantially completed, for occupation or use.



IN WITNESS: whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered by the Registrar  
For and on behalf Bayero University, Kano.

Sign: ..... *J. L. 7 2/3/22* .....

Seal

IN PRESENCE OF:

Name: Engr. Saad O. Gobir

Designation: Director PPU

Address: Bayero University, Kano

Sign and Date: ..... *J. L. 22/3/2022* .....

Signed, sealed and delivered for and on  
Behalf of the Contractor by

Sign: ..... *J. L. 22/3/2022* .....

Seal

IN PRESENCE OF:

Name: ..... *Yalluby Bello* .....

Designation: ..... *Project Manager* .....

Address: ..... *No. 502 A/Babba Gwale,  
Kano.* .....

Sign and Date: ..... *J. L. 22.03.2022* .....

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