



BAYERO UNIVERSITY,  
KANO

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**CONTRACT DOCUMENT AND BILL OF QUANTITIES FOR  
THE FURNISHING OF AFRICA CENTRE OF EXCELLENCE  
FOR POPULATION HEALTH AND POLICY (ACEPHAP)  
STUDENTS HOSTEL AT AMINU KANO TEACHING  
HOSPITAL (AKTH) LOT-P2**

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AT

BAYERO UNIVERSITY, KANO

**PREPARED BY:**  
Physical Planning Unit  
Bayero University  
Kano.

MARCH, 2023

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Students Hostel at Aminu Kano Teaching Hospital  
(AKTH) Lot-P2

DC/1-16

General Summary

GS01

## ARTICLES OF AGREEMENT

THIS AGREEMENT made the *March of 2023* 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 Matrix Resources Limited* (or whose registered office is situated at) *No.17, Benghazi Street, Wuse Zone 4, Abuja* (Hereinafter called "the Contractor" (a) of the other part

**WHEREAS** The Employer is desirous of (b) Furnishing of Africa Centre of Excellence for Population Health and Policy (ACEPHAP) Students Hostel at Aminu Kano Teaching Hospital (AKTH) Lot-P2 (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 (16) Weeks or such other extended period in accordance with the Conditions.

#### Article 2

The Employer will pay to the Contractor the sum of *Sixty Two Million Six Hundred and Thirty Three Thousand Eight Hundred Naira (₦62,633,800.00) 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.

**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: ..... *[Signature]* 22/3/2023

Seal

IN PRESENCE OF:

Name: Engr. Saad O. Gobir

Designation: Director PPU

Address: Bayero University, Kano

Sign and Date: ..... *[Signature]* 22/3/2023

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

Sign: ..... *[Signature]*

Seal

IN PRESENCE OF:

Name: ..... *KARIMU MUSA*

Designation: *SUTMAWADE*

Address: *Plot 17 BONGHARI ROAD*

..... *WUSE ZONE 4 AUSA NIGERIA*

Sign and Date: ..... *[Signature]* 22/3/2023

BILL No. 01  
PRELIMINARIES

## PRELIMINARIES

Listed hereunder are the relevant sections of the Preliminaries. The Tender is advised to make allowances for complying with the requirements contained therein. No claims for any additional payment shall be entertained for failure to inspect, and study in detail the obligations of the Preliminaries. A complete set (page PR/1 - PR/17) is available in the Director's Office PPU

- A Site and scope of works
- B Bill of quantities and definitions
- C Drawings and tolerances on components
- D Licenses/setting out/covering up works
- E Site accommodation/ welfare facilities/ temporary services
- F Water for the works
- G Site security supervision
- H Programme for the work
- J Materials found on site/article of antiquity opening up for inspection
- K Progress photographs
- L Plant, Tool, scaffolding and vehicles
- M Plant, tool, scaffolding and vehicles
- N Temporary storm water drainage
- P Prime cost and provisional sums
- Q Procreation
- R Advertisement
- S Site notice board
- T Commissioning of services installations
- V Clearing and Clearing on completion
- W Defects after completion
- X Allow a sum of ..... for contract administration expenses

## PRELIMINARIES

Carried to Summary



## CONDITIONS OF CONTRACT

Listed hereunder are the relevant sections of the conditions of Contract. The Tenderer is advised to make allowances for complying with the requirements contained therein. No claims for any additional payment shall be entertained for failure to inspect and study in detail the obligations of the conditions of contract. A complete set [Pages CC/ 1-CC/39 is available in the Director, PPU office for this purpose.

### Clause

- 1 Contractor's Obligations
  - 2 Architect's Instructions
  - 3 Contract documents
  - 4 Statutory obligations, Notices, Fees and charges
  - 5 Leveling and Setting out
  - 6 Materials, Goods and workmanship to confirm to Description, Testing and inspection
  - 7 Royalties and patent Rights
  - 8 Foreman - in charge
  - 9 Access of Architect to the works
  - 10 Clerk of work
  - 11 Variations, provisional and prime cost sums
  - 12 Contract Bills
  - 13 Contract sum
  - 14 Unfixed Goods and materials
  - 15 Practical completion and defect liability
  - 16 Sectional completion
  - 17 Assignment for sub-letting
- Carried to collection

CONDITIONS OF CONTRACT (Cont'd)

BROUGHT FORWARD

Clause

17A fair Wages

18 Injury to Persons and Property, and Employer's Indemnity

19 Insurance Against Injury to Persons and Property

20 Insurance of the works Against Fire, etc

21 Possession, completion and Post-noment

22 Damages for Non-Completion

23 Extension of time

24 Lost and Expense Caused by disturbance of Regular  
progress of work

25 Determination by Employer

26 Determination by Contractor

27 Nominated sub-Contractor

28 nominated Suppliers

29 Artists and Tradesmen

30 certificates and payments

31 Fluctuations

32 outbreak of Hostilities

33 War Damage

34 Antiquities

35 Arbitration

CONDITIONS OF CONTRACT

Carried to summary

**TRADE PREAMBLES**

Listed hereunder are the relevant sections of the Trade preambles. The Tendered is advice to make allowance, for complying with the requirements of specifications, notes contained therein. No claims for any additional payment shall be entertained for failure to inspect, study in detail and comply with the requirements of the speciation, notes/Trade preambles. A complete set (Page TP/1 - TP/83) is available in Director's office PPU for this purpose.

- A General Notes
- B Demolitions and Alterations
- C Excavations and Earthwork
- D Concrete work
- E Block work and stone work
- F Roofing, carpentry and Joinery
- G Structural steelwork & metalwork
- H Services Installations
- J Finishing and painting
- K External works and collections

**TRADE PREAMBLES**

Carried to summary

**ARTICLES OF AGREEMENT, CONTRACT CONDITIONS,  
PRELIMINARIES AND TRADE PREAMBLES**

**SUMMARY**

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C Preliminaries	PR/01
D Trade preambles	TRP/01

**ARTICLES OF AGREEMENT, CONTRACT CONDITIONS,  
PRELIMINARIES AND TRADE PREAMBLES**

Carried to General summary

**BILL No. 02**

PROCUREMENT AND INSTALLATION OF FURNITURE AND EQUIPMENT FOR AFRICAN CENTRE OF EXCELLENCE ON PUBLIC HEALTH AND POLICY (ACEPHAP) STUDENTS HOSTEL AT AMINU KANO TEACHING HOSPITAL, BAYERO UNIVERSITY KANO STATE.

<u>ELEMENT NR.1 FURNISHING</u>					
<u>Woodwork</u>					
<i>Fixtures; furnishings not associated with services; framed timber; in wrought hardwood and external quality plywood; knot, prime and apply two full coats of gloss paint to all surfaces; supply and install with all necessary ironmongery, accessories and an</i>					
<u>Supply and install these furniture:-</u>					
<u>BEDROOMS</u>					
A	4.5*6*10 Bed polished masonia hardwood bed complete with 2nr bedside drawers and all other necessary accessories.	35	nr	250,000	8,750,000
B	Mattresses size; 4.5*6*8" Vitafoam Mattress (vitafoam)	35	nr	121,000	4,235,000
C	1500 x 750mm reading table size ; of 50x50x5mm square pipe fabricated and erected based on the drawings including priming with anti-rusting paints; and finished top with veneer-finished laminated particle board and set of three(3) lockers with keys or other approved materials. all to architect details.	35	nr	57,000	1,995,000
D	Reading cantilever chair in approved color with synchronized functions for lumber support and comfort in best grade fabric	35	nr	34,000	1,190,000
<i>Wardrobes; details as per architectural details</i>					
E	Overall size 2800x2400mm high in 4nr compartment size 700x1200mm high	35	nr	224,000	7,840,000
<u>KITCHEN/LOUNDRARY</u>					
<i>Storage cabinets; detail as per architectural details;</i>					
<u>700mm wide granite work tops</u>					
F	4600mm long overall	7	nr	450,000	3,150,000
<u>Eating Areas</u>					
G	Well designed Dining table; in approved color laminated medium density fiber Board (1000mm x 1000mm x 750mm high).	10	nr	400,000	4,000,000
H	Cantilever chair in approved color with synchronized functions for lumber support and comfort in good grade leather	40	nr	37,000	1,480,000
J	Stainless steel waste basket	10	nr	12,500	125,000
<u>TO COLLECTION</u>					<u>32,793,000</u>

PROCUREMENT AND INSTALLATION OF FURNITURE AND EQUIPMENT FOR AFRICAN CENTRE OF EXCELLENCE ON PUBLIC HEALTH AND POLICY (ACEPHAP) STUDENT'S HOSTEL AT AMINU KANO TEACHING HOSPITAL, BAYERO UNIVERSITY KANO STATE.

<u>FURNITURE CONT'D</u>						
<u>FACILITY OFFICE</u>						
A	Office table in approved color laminated medium density fiber board (800 mm x 1800mm x 750mm high) with a set of 3 drawers	1	nr	410,000	410,000	✓
B	Office chair in approved color with synchronized functions for lumbar support and comfort in best grade fabric	1	nr	289,000	289,000	✓
C	Visitors cantilever chair in approved color with synchronized functions for lumbar support and comfort in good grade leather	2	nr	296,000	552,000	✓
D	Stainless steel waste basket	1	nr	12,500	12,500	✓
E	Aluminium framed wall mounted celotex notice board; CT/NT-BD-G; size 1200x1200mm High	1	nr	45,000	45,000	✓
<u>COMMON ROOM</u>						
F	Standard Rectangular table; in approved color laminated medium density fiber Board (800mm x 1500mm x 750mm high)	2	nr	104,000	208,000	✓
G	4-seater steel beam waiting area Chairs made in easy to maintain Best Gradestain resistant fabric	5	nr	155,000	775,000	✓
H	Stainless steel waste basket	1	nr	12,500	12,500	✓
<u>RECEPTION/WAITING AREA</u>						
J	High quality reception counter in MDF; cupboards and access doors	1	nr	320,000	320,000	✓
K	High Counter Chair with well synchronised functions for lumbar support and comfort in Best Grade fabric	2	nr	80,000	160,000	✓
L	Essential inbuilt box size (Pigeon boxes for luggages) 3150mmx600mmx2000mm high	1	nr	250,000	250,000	✓
M	4-seater steel beam waiting area Chairs made in easy to maintain Best Gradestain resistant fabric	2	nr	150,000	300,000	✓
N	Visitors 3 seater beam cantilever chair in best grade fabric	2	nr	160,000	320,000	✓
<u>JANITOR/STORE</u>						
P	450x2000x2000mm high double sided steel shelve	2	nr	155,000	310,000	✓
Q	Storage Shelves Open: 1000 x300 x 2100mm high (WD)	2	nr	52,000	104,000	✓
<u>TO COLLECTION</u>					4,064,050	

PROCUREMENT AND INSTALLATION OF FURNITURE AND EQUIPMENT FOR AFRICAN CENTRE OF EXCELLENCE ON PUBLIC HEALTH AND POLICY (ACEPHAP) STUDENTS HOSTEL AT AMINU KANO TEACHING HOSPITAL, BAYERO UNIVERSITY KANO STATE.

GENERAL SUMMARY			
BILL NR.	ITEM	PAGE NR. <sup>o</sup>	TOTAL (=N=)
1	PROCUREMENT AND INSTALLATION OF FURNITURE AND EQUIPMENT FOR STUDENT'S HOSTEL	PAGE 2/4	57,164,000
	<u>CONTINGENCIES:</u>		
2	ALLOW A PROVISIONAL SUM FOR THE CONTINGENCIES TO BE EXPENDED AS DIRECTED		500,000.00
	SUB-TOTAL		57,264,000
3	VALUE ADDED TAX (VAT)	7.5%	4,309,500
	TOTAL CONTRACT SUM		62,633,500

**COMPLETION PERIOD:**

Within 2 Weeks of officially taking possession of Site.

Signed for and on behalf of:

Mafiz Resources Ltd

Dated this 19<sup>th</sup> day of December 2022