



ACENTDFB



AFRICA CENTRE OF EXCELLENCE FOR NEGLECTED TROPICAL DISEASES AND FORENSIC BIOTECHNOLOGY
AHMADU BELLO UNIVERSITY, ZARIA-NIGERIA

email address: acentdfb.abu.edu.ng

VICE CHANCELLOR: Prof Kabir Bala, BSc (Hons) Building, MSc, MBA, PhD (Const. Mgt) FNIQB, MAPM, MCABE, C. Bldg E. MICIArb

CENTRE LEADER: Prof. Y.K.E. Ibrahim, B.Sc. Pharm., M.Sc. Pharm. (ABU), Dr. Sc.hum. (Heidelberg)

ACE-NTDFB/FLAO/CLO4/Proc./2022

August 3, 2022

The Managing Director,
Structed Investment Limited
57 Kubau Road, Tudun Wada,
Zaria, Kaduna State

Dear Sir,

AWARD OF CONTRACT FOR THE PROPOSED CONSTRUCTION OF FORENSIC LABORATORIES AND ADMINISTRATION OFFICE

Following the consideration of your Company in the recently concluded Bidding exercises and its subsequent recommendation for award to the Centre's Management Tenders Board Committee, I write to convey the approval of the Center's Management Tenders Board Committee to award Contract to your Company as follows: -

SN	Project Description	Contract Sum	Completion Period
1	Proposed Construction of Forensic Laboratories and Administrative Offices	N415,525,727.00	5-Months

The award is subject to the following terms and conditions: -

- There shall be no **fluctuation/variations claims** unless otherwise approved formally by the BPP/Client.
- You will be paid a total of 95% of contract sum made up of advance payment and subsequent Interim valuation certificate.
- A Retention fee of 5% will be released to you at the expiration of the 6 months project's defect liability period.
- Payment schedules for the 95% project cost shall be as follows:
 - A mobilization fee for material purchase, an amount mutually agreed upon by the two parties.
 - Second tranche of payment which shall not be lower than 50% of the contract sum, and shall be based on satisfactory performance following evaluation by the project consultants.
 - Other payment tranches shall be as mutually agreed by the contractor and the client and based on certification by the project Consultants.
 - Final payment which shall be the difference between 95% of the project cost and the sum of the two previous tranche payments, and shall be made following valuation and certification by the Project Consultants, and completion of the project, final inspection team of the Client's/Sponsor's team of Engineers/Architects building, and certification by the Project Consultants and handing over of site to the client.
- The Project should strictly be executed within the stipulated completion period and any extension of time should be sought and approved by both parties.
- On acceptance of this offer, the Chief Executive of your Company will be required to sign the necessary contract agreement with the Centre. Thereafter, you will be expected to discharge your Company's responsibilities as spelt out in the contract agreement.
- Should you find these conditions for award acceptable to you, you are requested to submit a formal acceptance of offer of contract within 7-days, otherwise the offer will be deemed to have elapsed.

Please accept my warm congratulations.


Nuhu Ishaya
Procurement Officer



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August 17, 2022


The Director
Physical Planning and Municipal Services
Ahmadu Bello University
Zaria

Notification of Award of Contract for the Construction of ACENTDFB Administrative Block and Laboratories

Following the due procurement processes enunciated by the World Bank, and subsequent approval by the Vice Chancellor, the Africa Centre of Excellence for Neglected Tropical Diseases and Forensic Biotechnology, has awarded contract for the construction of its Administrative Block and Laboratories to the successful bidder, Structed Investment Limited. A copy of the award letter and the architectural design are hereby attached for your records and further action.

We will like to also inform you that the Contractor is ready to move to site and will appreciate it if you kindly send a representative to hand over the site.

Thanks


Prof Y.K.E. Ibrahim
Centre Leader

Original Copy Collected
by me

 18-08-22


cc.

- Prof. Junaid Kabir; Project Coordinator
- Prof. Mohammed Mamman, Deputy Centre Leader
- Mr. Nuhu Ishaya; Procurement Officer

PROCUREMENT UNIT
AFRICA CENTRE OF EXCELLENCE FOR NEGLECTED TROPICAL
DISEASES AND FORENSIC BIOTECHNOLOGY (ACENTDFB)
AHMADU BELLO UNIVERSITY, ZARIA.

PRE-QUALIFICATION ANALYSIS SHEET: ELIGIBILITY REQUIREMENT AND SCORE RESULT.

S/N	NAME OF COMPANY	CAC	TCC	PEN	ITF	NSITF	BPP	CV	AFID	AUD ACCT	BANK	EXP	JV	LHP	REMARKS
1.	Walltall Integrated Service	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NA	YES	Qualify for bidding
2.	Obet-Obet Nig. ltd	YES	YES	YES	YES	YES	NO	YES	YES	YES	YES	NO	NA	YES	Not qualify for bidding
3.	Obekpa & Son Link ltd	YES	YES	YES	YES	YES	YES	NO	YES	YES	NO	NO	NA	YES	Not qualify for bidding
4.	Grand Sequence ltd	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NA	YES	Qualify for bidding
5.	Odeh Link Resources ltd	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NA	YES	Qualify for bidding
6.	Two-4-Seven Modernise ltd	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NA	YES	Qualify for bidding
7.	Seaponch Asso. Resource	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NA	YES	Qualify for bidding
8.	ARCD Construction ltd	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NO	NA	YES	Not qualify for bidding
9.	Zansan Integrated Global Investment ltd	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NA	YES	Qualify for bidding
10.	Strocted Investment ltd	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NA	YES	Qualify for bidding
11.	Grid Line Nig ltd	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NA	YES	Qualify for bidding
12.	Urban Code Nig. ltd	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NA	YES	Qualify for bidding
13.	Royal Gold Integrated Consults and Service	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NA	YES	Qualify for bidding
14.	Ishasha Investment ltd	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NA	YES	Qualify for bidding

Prepared by: Nuhu Ishaya (Procurement officer) Signature:  Date: 22-5-2022

FEDERAL REPUBLIC OF NIGERIA

**AFRICAN CENTRE OF EXCELLENCE FOR NEGLECTED TROPICAL DISEASES
AND FORENSIC BIOTECHNOLOGY (ACE-NTDFB)
AHMADU BELLO UNIVERSITY P.M.B. 1067, ZARIA NIGERIA**

CONTRACT AGREEMENT

**PROPOSED CONSTRUCTION OF FORENSIC
LABORATORIES AND ADMINISTRATIVE OFFICES.**

General Conditions of Contract

- a) Definitions 1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) **Completion Certificate** means the Certificate issued by the Engineer as evidence that the Contractor has executed the Works in all respects as per drawing, specifications, and Conditions of Contract.
 - (b) The **Completion Date** is the date of completion of the Works as certified by the Engineer, in accordance with GCC Clause 18.
 - (c) **Contract** means the Agreement entered into between the Employer and the Contractor to execute, complete and maintain the Works.
 - (d) **Contractor** means the person or corporate body who's Tender to carry out the Works has been accepted by the Employer and is named as such in the SCC.
 - (e) **Contract Price** means the price payable to the Contractor as specified in the Contract Agreement.
 - (f) The **Contractor's Tender** is the completed Tender Document including the priced offer submitted by the Contractor to the Employer.
 - (g) **Days** mean calendar days.
 - (h) A **Defect** is any part of the Works not completed in accordance with the Contract.
 - (i) The **Employer** is the party named in the SCC who employs the Contractor to carry out the Works.
 - (j) The **Engineer** is the person named in the SCC, who is responsible for supervising the execution of the works and administering the Contract.
 - (k) The **Intended Completion Date** is the date specified in the SCC on which the Contractor shall complete the Works and may be revised if extension of time or an acceleration order is issued by the Engineer.
 - (l) The **Site** is the area defined as such in the SCC.
 - (m) The **Works** are what the Contract requires the Contractor to construct, install, and hand over to the Employer, as defined in the SCC.
- b) Interpretation & Documents forming the Contract 2.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construance of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.

- 2.2 The following documents forming the Contract shall be interpreted in the following order of priority:
- (a) The signed Contract Agreement.
 - (b) The letter of Notification of Award.
 - (c) The completed Tender Submission Sheet as submitted by the Tenderer.
 - (d) The priced Schedule of Works including the Technical Specifications as submitted by the Tenderer.
 - (e) The Technical Specifications
 - (f) The Drawings,
 - (g) Any other document listed in the SCC as forming part of the Contract.
- c) Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices
- 3.1 The Government requires that Employers, as well as Contractors shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
- 3.2 In pursuance of this requirement, the Employer shall
- (a) exclude the Contractor from participation in the procurement proceedings concerned or reject a proposal for award; and
 - (b) declare a Contractor ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;
 - (c) if it at any time determines that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under public fund.
- 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind referred to in GCC Sub-Clause 3.4 come to the knowledge of the Employer, it shall, in the first place, allow the Contractor to provide an explanation and shall, take actions as stated in GCC Sub-Clause 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Contractor concerned. Any communications between the Contractor and the Employer related to matters of alleged corrupt, fraudulent, collusive or coercive practices shall be in writing.
- 3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:
- a) "corrupt practice" means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
 - b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a Contract to the detriment of the Employer;

- c) "collusive practice" means a scheme or arrangement among two or more Tenderers with or without the knowledge of the Employer (prior to or after proposal submission) designed to establish Tender prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free, open and genuine competition; and
- d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a Contract.
- e) obstructive practice which means
 - i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede relevant authorities' investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - ii. acts intended to materially impede the exercise of the relevant authorities' inspection and audit rights provided for under par. 3.2 (c) above.
- 3.1 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.
- f) Governing Language and Law
 - 4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Employer, shall be written in English.
 - 4.2 The Contract shall be governed by and interpreted in accordance with the laws of the Federal Republic of Nigeria.
- g) Engineer's Decision
 - 5.1 Except where otherwise specifically stated in the SCC, the Engineer will decide Contractual matters between the Employer and the Contractor in the role as representative of the Employer.
- h) Delegation
 - 6.1 The Engineer may delegate any of his duties and responsibilities to his representative, after notifying the Contractor, and may cancel any delegation, without retroactivity, after notifying the Contractor.
- i) Communications and Notices
 - 7.1 Communications between Parties pursuant to the Contract shall be in writing to the address specified in the SCC. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- j) Sub-Contracting & Assigning
 - 8.1 The Contractor shall not be permitted to subcontract any part of the Works, nor shall the Contractor be allowed to assign the Contract in whole or in part.
- k) Contractor's Personnel
 - 9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule, or other personnel approved by the Engineer.

- 9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force from the Site, he shall state the reasons, and the Contractor shall ensure that the person leaves the Site within three (3) days and has no further connection with the work in the Contract.
- l) Welfare of Labourers and wages
- 10.1 The Contractor shall provide proper accommodation to his labourers and arrange proper water supply, conservancy and sanitation arrangements at the site in accordance with relevant regulations, rules and orders of the government.
- 10.2 The Contractor shall pay reasonable wages to his labourers, and pay them in time. [In the event of delay in payment the Employer may affect payments to the labourers and recover the cost from the Contractor.]
- m) Safety, Security and Protection of the Environment
- 11.1 The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein:
- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site and the Works in an orderly state;
- (b) provide and maintain at the Contractors own cost all lights, guards, fencing, warning signs and watching for the protection of the Works or for the safety on-site; and
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of the Contractors methods of operation.
- n) Access to the Site
- 12.1 The Contractor shall allow the Engineer and any person authorised by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- o) Documents, Information.
- 13.1 The Contractor shall furnish to the Engineer all information, schedules, calculations and supporting documentation that may be requested of it.
- p) Property
- 14.1 All materials on the Site, Plant, Equipment, Temporary Works and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
- q) Insurance
- 15.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant and Materials
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) personal injury or death.
- 15.2 The Contractor shall deliver policies and certificates of insurance to the Engineer, for the Engineer's approval, before the Start Date.

- 15.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 15.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer.
- 15.5 Both parties shall comply with conditions of the insurance policies.
- r) Possession of the Site 16.1 The Employer shall give possession of the Site, or parts of the Site, to the Contractor on the date(s) specified in the SCC.
- s) Commencement of Works 17.1 The Contractor may commence execution of the Works on the Start Date, or other such date as specified in the SCC, and shall carry out the Works in an expeditious manner.
- 17.2 If the Contractor fails to commence the works within the above stated period, the Employer may, at his sole discretion, terminate the Contract and forfeit the Performance Security, if any.
- t) Completion of Works 18.1 The Contractor shall complete the Works within the number of days stated in the SCC from the date of commencing the Works on the Site.
- u) Programme of Works 19.1 Within the time stated in the SCC, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order and timing for all the activities of the Works.
- 19.2 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the SCC.
- 19.3 If the Contractor does not submit an up-dated programme at the intervals stated in the SCC, the Engineer may withhold an amount as stated in the SCC from the next payment certificate and continue to withhold this amount until the next due payment after the date on which the overdue Programme has been submitted.
- v) Early Warning 20.1 The Contractor shall notify the Engineer in writing at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, result in increase to the Contract Price or delay in the execution of the Works.
- w) Compensation Events 21.1 The following shall be Compensation Events:
- (a) the Employer does not give access to the Site or part of the Site by the Site Possession Date stated in the SCC; and
 - (b) if the payment is delayed pursuant to Clause 25.1.
- 21.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended, as appropriate, by the Engineer.

- x) Non-Scheduled Items of Works
- 22.1 The Contractor shall be paid for non-scheduled items of works only when the Engineer approves such works and at the rates and in the manner stated in the SCC.

23. Contract Price

23.1 The priced Schedule of Works shall contain the priced activities for the Works to be performed by the Contractor. The Schedule of Works is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Schedule of Works.

23.2 The Schedule of Works shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Schedule of Works shall not be altered when the Contractor makes such changes to the Activity Schedule.

23.3 The Contractor shall be entirely responsible for all taxes, duties, license fees, and other such levies. The Engineer shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion Certificate.

24. Payment Certificates

24.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

24.2 The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

24.3 The value of work executed shall be determined by the Engineer.

24.4 The value of work executed shall comprise the value of the completed activities in the Schedule of Works.

24.5 The value of work executed shall include the valuation of Compensation Events.

24.6 The Engineer may exclude any item certified in previous certificates or reduce the proportion of any item previously certified in any certificate in the light of later information.

25. Payments and Currency

25.1 The Employer shall pay the Contractor the amounts certified by the Engineer within twenty-eight (28) days of the date of each certificate. All payments shall be made in Naira.

25.2 The Employer shall make Advance Payment to the Contractor of the amounts and by the dates stated in the SCC against provision by the Contractor of an unconditional Bank Guarantee, (Form W-7).

- 25.3 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilisation expenses required specifically for the execution of the Contract. The Contractor shall demonstrate that the advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.
- 25.4 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, claims or any amount payable due to failure to complete
26. Retention 26.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until the completion of the whole of the Works.
- 26.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor, the remaining half shall be repaid when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.
27. Liquidated Damages 27.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion date for the works or for any part thereof.
28. Performance Security 28.1 If so specified in the SCC, a Performance Security shall be provided to the Employer in the amount stated in the SCC using the form in the Contract Forms (Form W-5). The Performance Security shall be valid until a date twenty-eight (28) days from the date of issue of the Certificate of Completion.
29. Cost of Repairs 29.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions
30. Completion 30.1 The Contractor shall request the Engineer to issue a Certificate of Completion of the Works, and the Engineer will do so upon deciding that the work is completed.
31. Correction of Defects 31.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as the Defects remain to be corrected.
- 31.2 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.
32. Taking Over 32.1 The Employer shall take over the Site and the Works within seven (7) days of the Engineer issuing a Certificate of Completion.

33. Final Account 33.1 The Contractor shall supply the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract. The Engineer shall certify any final payment that is due to the Contractor within twenty-one (21) days of receiving the Contractor's account if it is correct and complete.
- 33.2 The Employer shall effect payment of the final account within twenty-eight (28) days from the date of certification by the Engineer.
34. Termination 34.1 The Employer or the Contractor by giving twenty-eight (28) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract.
- 34.2 Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for more than twenty-eight (28) days when no stoppage of work is shown on the current Programme and the stoppage has not been authorised by the Engineer;
 - (b) the Engineer gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (c) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of Liquidated Damages can be paid;
 - (d) the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract; or
 - (e) a payment certified by the Engineer is not paid to the Contractor by the Employer within seventy (70) days of the date of the Engineer's certificate.
- 34.3 The Employer and the Contractor may at any time terminate the Contract by giving notice to the other party if either of the parties becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to the other party.
- 34.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 34.5 If the Contract is terminated, the Contractor is to stop work immediately, make the Site safe and secure and hand over the Site to the Employer as soon as reasonably possible.

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| 35. Payment upon Termination | 35.1 | If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Plant and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer. |
| | 35.2 | If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Contractor shall be entitled to payments for completed works and the materials that have been brought to the site for the purpose of the works, but not used as certified by the Engineer after adjusting any payments received by the Contractor. |
| 36. Release from Performance | 36.1 | If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible, after receiving this certificate. The Contractor shall be paid for all works carried out before stoppage of work and any work carried out afterwards to which a commitment was made. |
| 37. Settlement of Disputes | 37.1 | The Employer and the Contractor shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. |
| | 37.2 | Any dispute between the parties to the Contract that may not be settled amicably will be referred to Arbitration at the initiative of either of the parties. |
| | 37.3 | The arbitration shall be conducted in accordance with the [Arbitration Act (Act No of.....) of Nigeria] as at present in force and in the place shown in the SCC. |

Special Conditions of Contract

<i>Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant GCC Clauses.</i>	
Clause Ref	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(d)	The Contractor is Messrs. STRUCTED INVESTMENT LIMITED 57 Kubau Road Tudun Wada, Zaria, Kaduna State.
GCC 1.1(i)	The Employer is Africa Centre of Excellence for Neglected Tropical Diseases and Forensic Biotechnology (ACEN-TDFB), ABU., Zaria.
GCC 1.1(j)	The Engineer is DUO/KAMED ASSOCIATES
GCC 1.1(l)	The Site is located at ACEN-TDFB Biotechnology Centre, ABU, Zaria
GCC 1.1(m)	The Works are CONSTRUCTION OF FORENSIC LABORATORIES AND ADMINISTRATIVE OFFICES
GCC 2.2(h)	The additional documents forming part of this Contract are: [<i>"No additional documents".</i>]
GCC 5.1	The Engineer shall obtain specific approval of the Employer before taking any of the following actions: Sub-structure, Frame and Suspended floor slabs, Staircases, Block wall and Lintel, Roof works generally, Doors and Windows, Surface Finishes (Wall, Floor, and Ceiling), Electrical Services Installations, Plumbing/Mechanical Services Installations, General External Work, Fitting, Furnishes and Fixtures,
GCC 7.1	The addresses for Communications shall be: <u>For the Employer:</u> The Centre Leader, Africa Centre of Excellence for Neglected Tropical Diseases and Forensic Biotechnology (ACEN-TDFB), ABU., Zaria Ahmadu Bello University, P.M.B. 1067, Zaria. <u>For the Contractor:</u> Messrs. STRUCTED INVESTMENT LIMITED Address: 57 Kubau Road Tudun Wada, Zaria, Kaduna State.
GCC 9.1	The Key Personnel of the Contractor are: 1. Arc M. H. Mukhtar 2. Builder Aliyu Ova
GCC 15.1	For insurance purposes the type of cover required shall be:

	Type of Cover	Amount of Cover	Exclusions
	The Works, Materials and Plant	80% Of the Contract Sum	
	Contractor's Equipment	Full replacement cost	
	Third Party injury to persons and damage to property	10% of Contract Sum	
	Workers	5% % Of Contract Sum	
	The Works, Materials and Plant: <i>[insert maximum value at risk, which should usually be less than the contract]</i>		
GCC 16.1	Possession of the site shall be within [7] days from the date of signing of the Contract.		
GCC 17.1	Commencement of work shall be within [7] days from the date of handing over possession of the Site.		
GCC 18.1	Completion of works shall be within [6 weeks] from days from the date of commencing the works on the site.		
GCC 19.1 & 19.2	The Contractor shall submit the first Programme of Works [7] days after signing the Contract, and shall update the Programme every [2] weeks during the period of the Contract.		
GCC 22.1	<p><i>[Enter here the agreed rates for non-scheduled items of work if known, if not known then make the statement "The rates for non-scheduled items of works shall be determined by the Engineer".</i></p> <p>The rates for non-scheduled items of works shall be determined by the Engineer</p>		
GCC 25.2	<p>An advance payment of 30 % of the Contract Price will be made to the Contractor within (14) days of Contract signing date.</p> <p><i>[usually, an advance payment is made for mobilisation, if admissible to the Employer considering the nature of the works. The recommended maximum advance is 15% of the Contract Price against an unconditional bank guarantee (Form W-7). The procuring entity should amend this clause as required for the particular procurement.]</i></p>		
GCC 26.1	<p>The Retention shall be 5% of the Contract Price while the limit of Retention shall be 3% according to GCC.</p> <p><i>(The retention should not exceed 5% if a performance guarantee is also required)</i></p>		

GCC 27.1	<p>The liquidated damages for the whole of the Works are <i>[percentage of the final Contract Price]</i> per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is <i>[0.05%]</i> percent of the final Contract Price.</p> <p><i>[usually, liquidated damages are set between 0.05 of one percent and 0.10 of one percent per day (or half of one percent per week of delay) and the total amount is not to exceed 10 percent of the Contract Price.]</i></p>
GCC 28.1	A performance Security is not required.
GCC 31.1	The Defects Liability Period shall be [180] days.
GCC 35.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <i>5% of contract price</i>
GCC 37.3	The place for Arbitration shall be: Zaria, Kaduna State

Contract Forms

Form	Title
	Contract Forms
W-4	Notification of Award
W-5	Contract Agreement

Forms W4-W7 comprise part of the Contract as stated in GCC Clause 2.

Contract Agreement

THIS AGREEMENT, made the 29th July, 2022 between AFRICA CENTRE OF EXCELLENCE FOR NEGLECTED TROPICAL DISEASES AND FORENSIC BIOTECHNOLOGY (ACEN-TDFB), AHMADU BELLO UNIVERSITY, ZARIA. (hereinafter called "the Employer") of the one part and Messrs. Structed Investment Limited, 57, Kubau Road, Tudun Wada, Zaria, Kaduna State. (hereinafter called "the Contractor") of the other part.


WHEREAS, the Employer invited Tenders for certain Works, viz, **CONSTRUCTION OF FORENSIC LABORATORIES AND ADMINISTRATIVE OFFICES** and has accepted a Tender by the Contractor for the execution of those works in the sum of **FOUR HUNDRED AND THIRTY MILLION THREE HUNDRED AND NINETY NINE THOUSAND SEVEN HUNDRED AND FIFTY SEVEN NAIRA (₦ 415,525,727.00) ONLY**, hereinafter called "the Contract Price.


NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) The signed Contract Agreement;
 - (b) The letter of Notification of Award;
 - (c) The completed Tender Submission Sheet as submitted by the Tenderer;
 - (d) The priced Schedule of Works as completed by the Tenderer;
 - (e) The Special Conditions of Contract;
 - (f) The General Conditions of Contract;
 - (g) Technical Specification
 - (h) The Drawings; and
 - (i) Any other document listed in the SCC as forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the prescribed by the Contract.

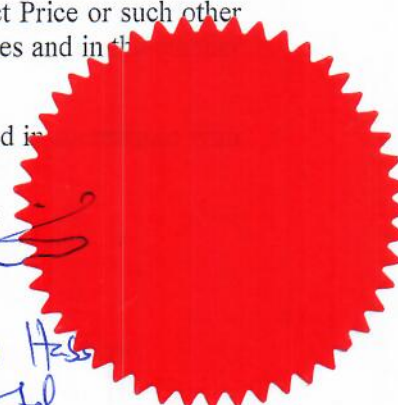
IN WITNESS whereof the Parties thereto have caused this Agreement to be executed in the laws of Nigeria on the day month and year first before written.


For the Employer

Signature 
Print Name **Prof. A.K.E. Ibrahimi**
Title **Course Leader**
In the presence of (Name) **M. M. Hamman**
Address **ACENTDFB**



For the Contractor




Mohd Basim Hassan
Structed Inv. Ltd

Usah Abdulleh
Structed Invest. Ltd

Drawings

Notes on Drawings

1. *Site Layout Designs*
2. *Complete set of Architectural Working Drawings*
3. *Complete set of Structural Working Drawings*
3. *Complete set of Electrical Working Drawings*
4. *Complete set of Mechanical Working Drawings*
5. *External Civil Works*
6. *External Mechanical Works*
7. *External Electrical Works*