

**AFRICA CENTRE OF EXCELLENCE FOR NEGLECTED  
TROPICAL DISEASES AND FORENSIC  
BIOTECHNOLOGY.**

**AHMADU BELLO UNIVERSITY, ZARIA**

**CONTRACT AGREEMENT DOCUMENT**

**TITLE: CONSTRUCTION OF ANIMAL HOUSE AT  
CENTRE FOR BIOTECHNOLOGY RESEARCH AND  
TRAINING. (PROJECT 2 LOT 1)**

**NAME OF CONTRACTOR: MESSRS. A.B ABUBAKAR  
ENTERPRISES NIGERIA LIMITED.**

**CONTRACT NUMBER: ACE/CL/CONT. NO.003/2017**

**DATED: 1ST February, 2018**

**AGREEMENT FOR THE CONSTRUCTION OF ANIMAL HOUSE AT CENTRE FOR BIOTECHNOLOGY AND TRAINING, AHMADU BELLO UNIVERSITY, ZARIA.**

THIS AGREEMENT IS MADE This.....22.....Day of.....January.....2018

**BETWEEN** Africa Centre of Excellence for Tropical Diseases and Forensic Biotechnology, Ahmadu Bello University Zaria, (hereinafter referred to as "The Employer") which expression shall where the context so admints includes its successors-in-title and assigns of the one part;

**AND Messrs. A.A. ABUBAKAR ENTERPRISES (NIG.) LIMITED** of F1 Kaduna Road, El-Hayat Building P.Z Area, Zaria. (Hereinafter referred to as "The Contractor" which expression shall where the context so admints includes its successors-in-title and assigns of the other part.

**WHEREAS;**

1. The Employer is desirous of Construction of Animal House, at Centre for Biotechnology and Training (Project 2 Lot 1), Ahmadu Bello University in accordance with the estimated for Construction of Animal House at Centre for Biotechnology and Training (Project 2 Lot 1), as contained in the schedule attached as appendix 1.
2. The Contractor is a Company engaged in the Construction of Animal House, at Centre for Biotechnology and Training (Project 2 Lot 1), amongst other businesses.
3. The Contractor has submitted estimated for the Construction of Animal House at Centre for Biotechnology and Training (Project 2 Lot 1), at Ahmadu Bello University.
4. The employer has review the submission of Construction of Animal House, at Centre for Biotechnology and Training (Project 2 Lot 1), in accordance with the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS:

**DESCRIPTION OF WORK AND LOCATION**

The work in this Agreement involves for the Construction of Animal House, at Centre for Biotechnology and Training (Project 2 Lot 1), at Ahmadu Bello University, Zaria.

**PAYMENT:**

- a. The Employer will pay to the Contractor the sum of Twenty Nine Million Nine Hundred and Fourteen Thousand Seven Hundred and Forty Four Naira (**#29,914,744.00**) only.
- b. No pay will be made during the period of the contract.
- c. Payment is subject to the Employer's satisfaction with the amount and quality of work done,
- d. Payment shall be made after satisfaction completion of the work within five working days.
- e. Limit of Retention Fee: 5%.

**COMPLETION PERIOD.**

The works in this Agreement is expected to be completed in (Six Weeks).

**TERMINATION**

The Employer deserves the right to terminate the contract giving the Contractor 30 days notice of his intention to do so, if in his judgement he is convinced that the Contractor is not keeping to the terms of the Agreement, or is not executing the project as specified.

In such circumstances the Contractor shall be ordered to stop work and vacate site for necessary evaluation shall be done with the Contractor and his agents together for the purpose of paying the Contractor off.

## **REVIEW AND MODIFICATION.**

This memorandum may be amended or varied from time to time provided that such amendments or variations is in writing and signed by all the parties.

## **FORCE MAJUERE**

Neither party will be liable for failure to perform its obligation under this Memorandum of Understanding if such failures result from circumstances which could not have been completed and which are beyond the party's reasonably control.

## **SETTLEMENT OF DISPUTE.**

- a. The parties shall endeavor to resolve by negotiation any difference of opinion and disputes which may arise from or in connection with this Agreement or with regard to the validity of this agreement itself.
- b. If it proves impossible to settle disputes within 30 (thirty) days and legal proceedings appear unavoidable, such disputes are to be decided by arbitration, without recourse to a general court of law.
- c. The arbitration shall consist of three arbitrators. Each party shall appoint one arbitrator.

Each of the arbitrators appointed shall appoint a third arbitrator who shall be the Chairman.

- d. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, Cap A 18, Laws of the Federation of Nigeria, 2004.
- e. The cost of arbitration shall be borne by both parties.

**NOTICES**

Any notice under this MOU shall in writing and shall be deemed duly served when addressed and delivered to the other party at its registered address as set down below;

- a) The Centre Leader,  
Africa Centre of Excellence for Neglected Tropical Diseases  
And Forensic Biotechnology.  
Ahmadu Bello University, Zaria.

**IN WITNESS WHEREOF**, The parties have set their hand and seal the day and year first above mentioned.

Signed Sealed and Delivered on behalf of Africa Centre of Excellence for Neglected Tropical Diseases and Forensic Biotechnology, Ahmadu Bello University, Zaria.

*U. B. Bello*  
01/07/2018  
Centre Leader, (ACENTDFB).

In the presence of:

- 1) NAME..... *Nuhu Ishaya*.....  
ADDRESS..... *ACENTDFB AB.U Zaria*.....  
DESIGNATION..... *Procurement Officer*.....  
SIGNATURE..... *[Signature]*.....
- 2) NAME..... *Ibrahim Salisu*.....  
ADDRESS..... *ABU Zaria*.....  
DESIGNATION..... *Accountant*.....  
SIGNATURE..... *[Signature]*.....

- 2) The Project Manager  
Messrs. A.B. ABUBAKAR ENTERPRISES (NIG.) LIMITED,  
F1 Kaduna Road, El-Hayat Building  
P.Z. Area, Zaria.  
E- Mail... Abrahamad10@yahoo.com  
Phone No. 07036990883

Signed Sealed and Delivered on behalf of the Contractor.

Abubakar

Messrs. A.B. ABUBAKAR ENTERPRISES (NIG.) LIMITED.

In the presence of:

- 1) NAME... Ahamad B. Abubakar  
ADDRESS... F1 Kaduna Road, El-Hayat Building P2-zaria.  
DESIGNATION... Chief operating officer  
SIGNATURE... Ahamad
- 2) NAME... Usman Nasir  
ADDRESS... BK VI Plot 9 & 10 Federal Govt layout, Sokoto Rd, Zaria.  
DESIGNATION... Project officer  
SIGNATURE... U Nasir