

3rd August, 2018

**Ref: FUNAAB/CEADESE/MLNL**

The Managing Director,  
MarkLarry Nigeria Limited,  
101, Oyemekun Road, Opp. Oyemekun Grammar School,  
Akure,  
Ondo State.

**NOTIFICATION OF AWARD OF CONTRACT FOR THE SUPPLY AND INSTALLATION OF EQUIPMENT FOR CEADESE LABORATORY (GC-MS AND HPLC AGILENT 1200) - PROJECT LOT 10**

1. Please recall the invitation for bids which was published in the Punch, Daily Trust Newspapers and the Federal Tenders journal of Monday, 30th April, 2018. You will also recall that a Corrigendum to the invitation was published on Monday, 28th May, 2018 and your company responded to the advertisements.
2. Based on the subsequent evaluation, and having fulfilled all the necessary conditions as stipulated in the tender document, your Company has been adjudged the Lowest Responsive Evaluated Bidder with respect to LOT 10, and has been awarded the contract for the **Supply and Installation of Equipment for CEADESE Laboratory (GC-MS and HPLC Agilent 1200)** at the cost of N31,500,000.00k (Thirty One Million, Five Hundred Thousand Naira) Only, which is not subject to fluctuation, including 5% W.H.T and 5% V.A.T., with a completion period of Eight (8) Weeks.
3. Please note that you are to proceed with the Supply and Installation of all Items as specified in the Bid document vis-à-vis your proposal.
4. That fifteen percent (15%) of the contract sum shall be paid as mobilization fee, subject to the provision of an acceptable Bank Guarantee.
5. You shall furnish the Project with a Performance Guarantee of 10% of the Contract price and Advance Payment Guarantee (APG) or Bank Guarantee (BG) for Advance Payment.
6. You will agree to a deduction of 1% Stamp Duty rate on the Contract sum.
7. We attach the Contract Agreement for your signature and submission to the Office of the Director, CEADESE within twenty-one (21) days of the receipt of this notification.

8. You are to communicate your acceptance of this Contract, to reach the Office of the Director, CEADESE within seven (7) days from the date of the receipt of this letter, after which the offer would lapse.
9. That you ensure the entire Contract conforms with the contract condition; and
10. That the contract agreement will create room for a penalty clause, in case of a breach of contract.
11. That the Contract works on site shall not contravene environmental safeguard policies on the Environmental Safeguard Management Policy (ESMP) document.
12. Please note that 5% Retention Fee is deductible on the Contract sum after the final valuation; meanwhile, this is payable at exactly a period of six (6) months provided no defect is detected on the work done.
13. If the conditions stipulated above are acceptable to you, kindly signify your acceptance, in writing, and sign the duplicate copy of this letter attached, herewith, and return same to the undersigned immediately on the receipt of the letter.
14. By copies of this letter, the Vice-Chancellor, Bursar, Director of Physical Planning (DPP), Safeguard Officer, Director of Audit, Head of Procurement Unit and the Project Accountant are hereby informed of this Award. You are to receive further details of the Contract from the Procurement Officer, CEADESE.

Please accept our congratulations.

*Akif*  
**Professor Olukayode D. Akinyemi**  
*Director*

*Original Copy received by me today 07/08/18*

*Eng. Lanre Babila*  
*Dorcasola Gbenga*  
*gdenya*

*PMF of 07/08/18*  
*PMF of 07/08/18*  
*PMF of 07/08/18*



**MARKLARRY  
NIGERIA LIMITED**

- \* SCIENTIFIC \* LABORATORY \* HOSPITAL \* INTRO TECH EQUIPMENT
- \* CHEMICALS
- \* BUILDING AND CIVIL ENGINEERING SERVICES
- \* GENERAL CONTRACTOR

RC 975156

Date: 10TH August, 2018

The Director,  
Centre of Excellence in Agricultural Development  
and Sustainable Environment (CEADESE)  
International Scholars and Resources Centre,  
Federal University of Agriculture,  
Abeokuta,  
Ogun State,  
Nigeria.



Sir,

**LETTER OF ACCEPTANCE (LOT 10)**

I write to inform your office Sir, that the Letter of Award of Contract for the Supply and Installation of Equipment for Ceades Laboratory (GC-MS and HPLC Agilent 1200) LOT 10 with Reference Number: FUNAAB/CEADESE/MLNL Dated 3rd August, 2018 is acceptable by our Company Marklarry Nigeria Limited.

I therefore, notify you sir, that the 5% Vat included to be deducted from our total cost is not in line with the Procurement Act Decree No 102 of 1993 for Supplies of Laboratory Equipment, I attach to this letter the photocopies of Items Exempted from VAT.

Finally, we promise to supply quality laboratory equipment to suit the purpose / requirement of the Institution.

Thanks for the opportunity given to our Company in this regards.

CEADESE Procurement Officer:

For your attention  
Akp 20/08/18

Yours faithfully,

Engr. Laure Betiku  
CEO/MD  
08035823441

**EXECUTIVE DIRECTORS**  
BETIKU LANRE

**MANAGING DIRECTOR**  
OLORUNSOLA GBENGA  
08060759514

**LOGISTICS MANAGER**  
BETIKU FLORENCE

**CORPORATE HEAD OFFICE/SHOWROOM**  
101, Oyemekun Road, Opposite  
Oyemekun Grammar school, Busstop,  
Akure, Ondo State.

**BANKERS:** WEMA BANK PLC  
UNION BANK PLC  
ZENITH BANK  
FIRST BANK

**TEL:** 08035823441, 09064482550  
09054111395  
**E-mail:** marklarrynigeria ltd@gmail.com



# FEDERAL UNIVERSITY OF AGRICULTURE ABEOKUTA

PMB 2240, Abeokuta, Ogun State, Nigeria

**AFRICA CENTRE OF EXCELLENCE IN AGRICULTURAL DEVELOPMENT  
AND SUSTAINABLE ENVIRONMENT (CEADESE)**

OFFICE OF THE DIRECTOR

CEADESE, International Scholars'  
& Resource Centre, FUNAAB

CONTACTS

E-mail: [ceadese@funaab.edu.ng](mailto:ceadese@funaab.edu.ng)

Website: [ceadese.unaab.edu.ng](http://ceadese.unaab.edu.ng)

## CONTRACT AGREEMENT

**This Contract Agreement** is made the 6th day of August, 2018

### BETWEEN

- (1.) Federal University of Agriculture, Centre of Excellence in Agricultural Development and Sustainable Environment (CEADESE, World Bank Assisted Programme) an Agency of Federal Ministry of Education, Nigeria, incorporated under the Laws of Federal Republic of Nigeria and having its principal place of business at Alabata Road, Abeokuta, Ogun State, Nigeria (hereinafter called "the Contractee"), and
- (2.) MarkLarry Nigeria Limited, a company incorporated under the Laws of Federal Republic of Nigeria and having its principal place of Business at 101, Oyemekun Road, Opposite Oyemekun Grammar School, Akure, Ondo State., Nigeria (hereinafter called "the Contractor").

WHEREAS the Contractee invited bids for certain Civil Works, viz ***Supply and Installation of Equipment for CEADESE Laboratory (GC-MS and HPLC Agilent 1200)*** and has accepted a bid by the Contractor for the execution of the Civil Works in the Sum of ₦31,500,000.00 (Thirty-One Million, Five Hundred Thousand Naira) Only, inclusive of VAT (hereinafter called "the Contract Price"), with a completion period of Eight (8) Weeks.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- (3.) In this Agreement words and expressions shall have the same meanings as are respective assigned to them in the Conditions of Contract referred to.
- (4.) The following documents shall constitute the Contract between the Contractee and the Contractor, and each shall be read and constructed as an integral part or the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirement and Technical Specifications)
  - (e) The Contractor's Bid and original Price Schedules
  - (f) The Contractee's Notification of Award.
- (5.) This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
- (6.) In consideration of the payment to be made by the Contractee to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Contractee to execute

the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

- (7.) The Contractee hereby covenants to pay the Contractor in consideration of the execution of the Services 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 manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Procurement of Works to the World Bank on the day, month and year indicated above.

For and on behalf of the Contractee

Signed: .....  
**In the capacity of the Director, CEADESE (FUNAAB)**

In the Presence of .....  
**Procurement Officer CEADESE (FUNAAB)**

For and on behalf of the Contractor  
Signed: .....  
**MD/CEO - MarkLarry Nigeria Limited**

In the Presence of: .....  
Signed: .....  
#Olorunsola G.