

3rd August, 2018

Ref: FUNAAB/CEADESE/SMCL/PL.5

The Managing Director,
Schoolmate Contractors Limited,
5, Grace Close,
Jericho, Ibadan,
Oyo State.

NOTIFICATION OF AWARD OF CONTRACT FOR THE REFURBISHMENT OF POSTGRADUATE LABORATORIES (ENVIRONMENTAL MANAGEMENT AND TOXICOLOGY, FOOD SCIENCE TECHNOLOGY AND PHYSICS) - PROJECT LOT 5

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 5, and has been awarded the contract for the **Refurbishment of Postgraduate Laboratories (Environmental Management and Toxicology, Food Science Technology and Physics)** at the cost of N25,399,244.25k (Twenty-Five Million, Three Hundred and Ninety-Nine Thousand, Two Hundred and Forty-Four Naira, Twenty-Five Kobo) 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 Refurbishment of the Laboratories 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, CEADSESE 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, CEADSESE 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, CEADSESE.

Please accept our congratulations.


Professor Olukayode D. Akinyemi
Director

ORIGINAL COPY
RECEIVED BY
ME ROTITUN O.O
C.E.O.
06-08-18

SCHOOLMATES CONTRACTOR

No 5, Grace Close Jericho, Ibadan.
07055971144, 08055001161

Our Ref: _____ Your Ref: _____ Date: _____

07-08-18

The Director,

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

Dear Sir,

**LETTER OF ACCEPTANCE FOR REFORBISHMENT OF POSTGRADUATE
LABORATORIES (ENVIRONMENTAL MANAGEMENT AND TOXICOLOGY,
FOOD SCIENCE AND TECHNOLOGY AND PHYSICS LOT 5)**

We of schoolmate contractors limited hereby agree to the terms and conditions of award of the above named project.

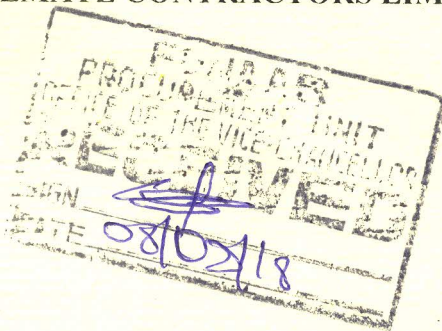
Thanks for the opportunity you have given us, we look forward to a long and productive relationship.

Yours sincerely,



Olusegun Rotimi

SCHOOLMATE CONTRACTORS LIMITED



CEADESE Procurement Officer
Please handle
Agboy
07/08/18



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.) Schoolmate Contractors Ltd, a company incorporated under the Laws of Federal Republic of Nigeria and having its principal place of Business at 5, Grace Close, Jericho, Ibadan, Oyo State., Nigeria (hereinafter called "the Contractor").

WHEREAS the Contractee invited bids for certain Civil Works, viz ***Refurbishment of Postgraduate Laboratories (Environmental Management and Toxicology, Food Science and Technology and Physics)*** and has accepted a bid by the Contractor for the execution of the Civil Works in the Sum of ₦25,399,244.25k (Twenty-Five Million, Three Hundred and Ninety-Nine Thousand, Two Hundred and Forty-Four Naira, Twenty-Five Kobo) 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 Works 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 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 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 - Schoolmate Contractors Ltd

In the Presence of:
FALANI YAWLO

Signed: