

7

6th February, 2018

The Managing Director,
DIZENGOFF WEST AFRICA (NIG.) LIMITED
Dizengoff House,
39, Kudirat Abiola Way,
Oregon, Ikeja,
Lagos State.

NOTIFICATION OF AWARD OF CONTRACT FOR REPLACEMENT OF EXISTING SCREEN HOUSE - PROJECT LOT 4

1. Please recall the invitation for tenders and extension of the closing date for submission of tenders advertised in The Nation and Daily Trust Newspapers of 3rd July, 2017, as well as the Federal Tenders Journal of 10th July, 2017, and your company's response 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 4 and has been awarded the contract for the **Replacement of Existing Screen House** at the total cost of ₦14,642,659.50 (Fourteen Million, Six Hundred and Forty-Two Thousand, Six Hundred and Six Hundred and Fifty-Nine Naira, Fifty Kobo) Only, which is not subject to fluctuation, including 5% tax and 5% V.A.T., with a completion period of six (6) weeks.
3. Please note that you are to proceed with the construction of all items as specified in the tender 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 or Bank Guarantee 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 produce a Tax Clearance Certificate issued by the Internal Revenue Division of the Ministry of Finance of any of the states of the Federation;
10. That you ensure the entire contract conforms with the contract condition; and

11. That the contract agreement will create room for a penalty clause, in case of a breach of contract.
12. That the contract works on site shall not contravene environmental safeguard policies on the Environmental Safeguard Management Policy (ESMP) document
13. 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 twelve (12) calendar months provided no defect is detected on the work done.
14. 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.
15. By copies of this letter, I am informing the Vice-Chancellor, Bursar, Director-Physical Planning (PP), Safeguard Officer, Director of Audit, Head-Procurement Unit and the Project Accountant from whom you will receive further details of the contract.

Please accept our congratulations!



Prof. Okanlawon M. ONAGBESAN
Director

Original Copy Received by me
Agboola Ademola Akeem
~~Aded~~ 06/02/2018.

CONTRACT AGREEMENT

This Contract Agreement is made the 6th day of February, 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.) Dizengoff West Africa (Nig.) Limited, a company incorporated under the Laws of Federal Republic of Nigeria and having its principal place of Business at Dizengoff House, 39, Kudirat Abiola Way, Oregun, Ikeja, Lagos State, Nigeria (hereinafter called "the Contractor").

WHEREAS the Contractee invited bids for certain Civil Works, viz **Replacement of Existing Screen House (Lot 4)** and has accepted a bid by the Contractor for the execution of the Civil Works in the Sum of ₦14,642,659.50 (Fourteen Million, Six Hundred and Forty-Two Thousand, Six Hundred and Six Hundred and Fifty-Nine Naira, Fifty Kobo) Only inclusive of VAT (hereinafter called "the Contract Price"), with a completion period of six (6) 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 Civil Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

ORIGINAL RECEIVED BY ME
AGBODLA ADEMOLA ADEEM
06/02/2018

(7.) The Contractee hereby covenants to pay the Contractor in consideration of the execution of the Civil 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.

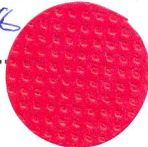
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Procurement of Works to the World Bank on the day, month and year indicated above.

For and on behalf of the Contractee

Signed:  Prof O. M. Ougbes
In the capacity of the Director, CEADESE (FUNAAB)

In the Presence of  Mrs M. B. Omisipe
Procurement Officer CEADESE (FUNAAB)

For and on behalf of the Contractor
Signed:  Agboola Ademola Akeem
MD/CEO Dizengoff West Africa Limited
06/02/2018.

In the Presence of Mr. DRESSUN SOKOYA
Signed:  06/02/18