

*Stammas' file*

**UNIVERSITY OF PORT HARCOURT  
OFFICE OF THE VICE-CHANCELLOR  
(LEGAL UNIT)**

**MEMORANDUM**

<b>FROM:</b> Ag Head, Legal	<b>TO:</b> Ag Head, Procurement
<b>REF:</b> UPH/VC/LU/33	
<b>DATE:</b> February 23, 2022	

**RE: AWARD OF CONTRACT FOR THE CONSTRUCTION OF THE PROPOSED  
PUBLIC HEALTH & TOXICOLOGICAL RESEARCH CENTRE (PUTOR)  
BUILDING, UNIVERSITY OF PORT HARCOURT TO STAINLESS & COUSIN  
W/A LTD**

Please find forwarded the Contract Agreement in respect of the subject contract as prescribed in the BPP precedents. Kindly sign the Contract Agreement and have it witnessed by an official in your Department. Thereafter, the Contractor would be required to execute too.

Thank you Sir.

*Mbanefo.*

Mrs Nwira B. Mbanefo

# UNIVERSITY OF PORT HARCOURT

Telegram: University of Port Harcourt  
E-mail: [procurement@uniport.edu.ng](mailto:procurement@uniport.edu.ng)  
Website: [www.uniport.edu.ng](http://www.uniport.edu.ng)



EAST-WEST ROAD  
CHOKA  
P.M.B. 5323  
PORT HARCOURT

## OFFICE OF THE VICE CHANCELLOR PROCUREMENT UNIT

28<sup>th</sup> February, 2022

General Manager,  
STAINLESS & COUSIN W/A LTD,  
88 Okporo Rd,  
2<sup>nd</sup> Floor by 1<sup>st</sup> Artillery,  
Port Harcourt  
Rivers State

### AWARD OF CONTRACT FOR THE CONSTRUCTION OF THE CENTRAL LECTURE HALLS/THEATRE/PROFESORIAL OFFICES BUILDING

Following the approval of the Tenders Board at 124<sup>th</sup> Emergency Meeting held on Friday, 25<sup>th</sup> February, 2022, we write to inform you that the contract for the CONSTRUCTION OF THE CENTRAL LECTURE HALLS/THEATRE/PROFESORIAL OFFICES BUILDING is hereby awarded to your company (STAINLESS & COUSIN W/A LTD) at the contract sum of ₦171,736,834.95 (One Hundred and Seventy-One Million, Seven Hundred and Thirty-Six Thousand, Eight Hundred and Thirty-Four Naira Ninety-Five Kobo) only, at the completion period of twenty-four (24) Weeks.

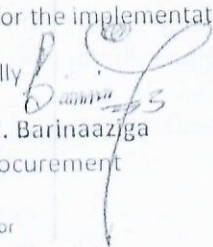
The University of Port Harcourt will not accept any sub-standard job as you will be expected to conform to specifications, in line with global best practices.

This contract must be completed within the completion of twenty-four (24) Weeks on agreed work plan, as there shall not be fluctuation claims or variations on the contract.

Please, note that 5% (Five Percent) Withholding Tax and 7.5% (Seven and a half Percent) Value Added Tax (VAT) and 1% (one percent) stamp duty shall be deducted from your contract sum and remitted to the appropriate Government Agencies.

If the above conditions are acceptable to you, please, indicate your acceptance in writing within Three (3) working days from the date of receipt of this letter. You shall then be required to liaise with the Legal Unit for the signing of the Contract Agreement and the Director Physical Planning and Development Department for the implementation of this contract and further briefing.

Yours Faithfully

  
Dr. Tegbee E. Barinaaziga  
Ag. Head, Procurement

Cc: Vice Chancellor  
Deputy Vice Chancellor Admin  
Bursar  
Director, Physical Planning and Development  
Director, Internal Audit  
Desk Officer TETFUND  
Head, Legal Unit



Stainless' file

## Contract Agreement

THIS AGREEMENT made the 17<sup>th</sup> day of February, 2022 between *The University of Port Harcourt situated along East/West Road, Choba Town in Obio/Akpor Local Government Area, Rivers State* (hereinafter called "the Employer") of the one part and *Stainless & Cousin W/A Ltd with its principal office at No. 88 Okporo Road, 2<sup>nd</sup> Floor by 1<sup>st</sup> Artillery, Port Harcourt, Rivers State* (hereinafter called "the Contractor") of the other part:

WHEREAS the Employer invited Tenders for certain works, viz, *the Construction of the Proposed Public Health & Toxicological Research Centre (PUTOR) Building, University of Port Harcourt* and has accepted a Tender by the Contractor for the execution of those works in the sum of *₦328,781,923.75 (Three Hundred and Twenty-eight Million, Seven Hundred and Eighty-one Thousand, Nine Hundred and Twenty-three Naira, Seventy-five Kobo)* (hereinafter called "the Contract Price") at a completion period of sixteen weeks.

### 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 hereafter 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 Bill of Quantities as submitted by the Tenderer;
  - e. the Special Conditions of Contract;
  - f. the General Conditions of Contract;
  - g. the Particular and General Specifications;
  - 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 Contractor shall provide a performance guarantee or an unconditional insurance bond as a precondition for the award which shall not be less than 10% of the Contract value.
5. 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 manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Nigeria on the day, month and year first written above.

For the Employer:

For the Contractor:

Signature

*B. S. F.*

Print Name

*DR. TEFBER E. BARINAAZIGA*

Title

*AG. HEAD, PROCUREMENT*

In the presence of

*A. J. S.*

Name

*Isaac Nnamdi*

Address

*procurement unit*

*Thigfult*

*ELBABUKE EBUBE*

*MALACHY*

*MANAGING DIRECTOR*

*EBIFURO COSMAS*

*EEB*





# STAINLESS & COUSIN W/A LTD

**Office Address:**

88 Okporo Rd. 2nd Floor by 1st Artillery  
Port Harcourt, Rivers State.

Tel: 08033304187, 09099222200, 07044407700

General Contractor • Civil • Mechanical & Electrical Engineering • All Building Materials • Haulage & Marine Services

Our Ref:.....

Your Ref:.....

Date:.....

3<sup>rd</sup> March, 2022

The Head of procurement,  
Procurement Unit,  
University of Port Harcourt,  
P.M.B 5323,  
Choba,  
Port Harcourt,  
Rivers state.

Sir,

**RE: CONTRACT AWARD: CONSTRUCTION OF THE CENTRAL  
LECTURE HALL/THEATRE/PROFESSORIAL OFFICES  
BUILDING**

**ACCEPTANCE OFFER**

Please refer to your letter dated 28<sup>th</sup> February, 2022 on the above subject matter.

We write to confirm our acceptance of the offer.

We promise to deliver according to the stipulated timeline and job specifications.

Yours faithfully,

**UBABUIKE EBU M.**

*For: Stainless & Cousin W/A Ltd*







[illegible]

PROJECT: PROPOSED PUBLIC HEALTH & TOXICOLOGICAL RESEARCH CENTRE ALONG EAST/WEST ROAD, CHOBA, PORT HARCOURT, RIVERS STATE.					
CLIENT: WORLD BANK AFRICA CENTRE OF EXCELLENCE (ACE-PUTOR)					
BILL NR.2 - Main Building					
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (₦)
	<b><u>SUMMARY</u></b>	<b><u>Pages</u></b>			
A	SUBSTRUCTURE				41,126,900.00
B	FRAMES				13,122,400.00
C	UPPER FLOORS				69,104,000.00
D	STAIRCASES				2,874,000.00
E	ROOF CONSTRUCTION				30,385,250.00
F	EXTERNAL AND INTERNAL WALLS				21,362,400.00
G	WINDOWS AND BURGLARY PROOF				8,650,000.00
H	DOORS				9,830,000.00
J	WALL FINISHINGS				14,638,600.00
K	FLOOR FINISHINGS				18,955,870.00
L	CEILING FINISHINGS				9,405,990.00
M	PAINTING AND DECORATION				14,496,800.00
N	EQUIPMENT/HANDRAILS				8,000,000.00
P	SANITARY APPLIANCES				4,741,000.00
Q	MECHANICAL/PLUMBING INSTALLATIONS				8,600,000.00
R	ELECTRICAL INSTALLATIONS				12,900,000.00
S	TESTING AND COMMISSIONING				100,000.00
	<b>MAIN BUILDING TO GENERAL TO SUMMARY</b>				<b>288,293,210.00</b>



PROJECT: PROPOSED PUBLIC HEALTH & TOXICOLOGICAL RESEARCH CENTRE		TOTAL	
		₦	K
<b><u>DAY WORK AND CONTINGENCIES</u></b>			
<b><u>DAYWORKS</u></b> - See Clause 11 (4) of the conditions of contract			
The contractor shall be paid daywork rates for extra work that cannot be properly measured and valued. The contractor is to insert in the space provided below, rates or percentage addition that he will require on the cost of labour, materials and plant as detailed here under:-			
<b><u>LABOUR</u></b>			
A	To the basic rates of labour current at the time of any such daywork an addition of -----percentage will be required, which is to include all transporting, supervision, insurance, holiday with pay, incentive schemes, use of scaffolding and other small tools, overhead charges and profit and other payments made for employment of labour. (Alternatively the following rates will be charged)		
	Artisans ₦4,000 .....Per day		
	Labourer ₦2,000 .....Per day		
<b><u>MATERIALS</u></b>			
B	To the basic net invoice cost of materials delivered to the site at the time of any such daywork an addition of ----Percent will be required which is to include all transporting, unloading and storage cost, overhead charges, profit and other liabilities and obligations.		
<b><u>PLANT</u></b>			
C	To the basic net invoiced hire rate for plants at the time of any such daywork, an addition of .....Percent will be required which is to include all transport, unloading and storing costs, fuel and consumables stores. Overhead charge and profit and other liabilities and obligations. Such additions shall however be exclusive of the operators and attendants costs.		
<b><u>CONTINGENCIES</u></b>			
D	Include the provisional sum of ₦5,000,440.00 (five Million, Four hundred and forty Naira Only) contingencies to be expended in whole or parts and deducted complete if not used.	5,000,440	00
<b><u>DAYWORKS AND CONTINGENCIES</u></b> Carried to General Summary		₦ 5,000,440	00

PROJECT: PROPOSED PUBLIC HEALTH & TOXICOLOGICAL RESEARCH CENTRE ALONG EAST/WEST ROAD, CHOBA, PORT HARCOURT, RIVERS STATE					
CLIENT: WORLD BANK AFRICA CENTRE OF EXCELLENCE (ACE-PUTOR)					
BILL NR.2 - Main Building					
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (₦)
	<u>GENERAL SUMMARY</u>	<u>Pages</u>			
A	BILL NR 1. - PRELIMINARIES				12,550,000.00
B	BILL NR 2. - MAIN BUILDING				288,293,210.00
	<u>ADD:</u>				
C	DAY WORKS AND CONTINGENCIES				5,000,440.00
	SUB-TOTAL				305,843,650.00
	<u>ADD:</u> VAT 7.5%				22,938,273.75
					328,781,923.75
GRAND TOTAL SUM CARRIED TO FORM OF TENDER					₦ 328,781,923.75