



**EDO STATE**

## **MINISTRY OF HEALTH**

Our Ref: HA.1155

2<sup>nd</sup> November, 2022.

The Managing Director,  
Supreme Meditech Limited,  
14 Halie Sellassie Street,  
Asokoro, Abuja,  
Nigeria.

### **NOTIFICATION OF AWARD**

#### **Re- Purchase, Supply, Installation, Testing and Commissioning of Medical Equipment For Stella Obasanjo Hospital, Benin City.**

I wish to refer to your tender for the above named contract and to inform you that after due consideration, approval has been given for the award of contract for the procurement of Medical Gases Lot 03 for the contract sum **₦648,989,222.31 (Six Hundred and Forty-Eight Million, Nine Hundred and Eighty-Nine Thousand, Two Hundred and Twenty-Two Naira, Thirty-One Kobo)**

If this offer is acceptable to you, you are required to notify the *Acting Permanent Secretary, Ministry of Health* in writing within fourteen (14) days. You will also be required to note and meet the following:

- i. Furnish Performance Security of 10% of Contract Price from a reputable Bank acceptable to the procuring entity within twenty-eight (28) days.
- ii. Advance payment equivalent of 25% of the total contract sum shall be paid upon submission of an advanced payment guarantee (APG) or insurance bond issued by a reputable institution acceptable to the Ministry. The balance 75% of total contract sum shall be paid on supply, inspection and acceptance of goods, including installation, training and testing.
- iii. payment(s) for this contract shall be based on delivery and performance certification(s)
- iv. Submit the delivery schedule/work plan for the execution of the contract within fourteen (14) days.
- v. Deduction of non-refundable 1.5% from first payment certificate (IPC 1) as agreement drafting fee in favour of State Ministry of Justice.

Further liaison in relation to this contract shall be with [The Acting Permanent Secretary, Edo State Ministry of Health].

The Performance Security pro forma and Advance Payment Guarantee pro forma are attached, please.

**Dr Stanley Ehiorimwian**  
*Acting Permanent Secretary*

# Performance Security

[Issuer's Name, and Address of Issuing Branch or Office]

Beneficiary: .....[Name and Address of Procuring Entity] .....

Date:

.....Perform  
ance Guarantee No.: .....

We have been informed that . . . . . [name of the Contractor]. . . . . (hereinafter called —the Contractor) has entered into Contract No. . . . . [reference number of the Contract]. . . . . dated . . . . . with you, for the execution of . . . . . [name of contract and brief description of Works]. . . . . (hereinafter called —the Contract).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we . . . . . [name of the Issuer]. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . [name of the currency and amount in figures]<sup>1</sup>. . . . . ( . . . . . [amount in words]. . . . . ) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, not later than the . . . . . Day of . . . . . , . . . . .<sup>2</sup>, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....  
[Seal of Issuer and Signature(s)]

## **Note—**

*All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*

*prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Procuring Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made



# Advance Payment Security

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: .....[Name and Address of Procuring Entity]

.....Date:

.....Advance

Payment Guarantee No.: .....

We have been informed that . . . . . [name of the Contractor]. . . . . (hereinafter called —the Contractor) has entered into Contract No. . . . . [reference number of the Contract]. . . . . dated . . . . . with you, for the execution of . . . . . [name of contract and brief description of Works]. . . . . (hereinafter called —the Contract).

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum . . . . . [name of the currency and amount in figures] <sup>1</sup> . . . . . ( . . . . . [amount in words]. . . . . ) is to be made against an advance payment guarantee.

At the request of the Contractor, we . . . . . [name of the Bank]. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . [name of the currency and amount in figures]\*. . . . . ( . . . . . [amount in words]. . . . . ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number . . . . . [Contractor's account number]. . . . . at . . . . . [name and address of the Bank]. . . . .

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . . day of . . . . . , . . . . . ,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

..... [Seal of Bank and Signature(s)]. . . . .