

COVENANT UNIVERSITY
OFFICE OF THE REGISTRAR
09 FEB 2022
RECEIVED



THE WORLD UNIVERSITY RANKINGS 2020 TOP 500

COVENANT UNIVERSITY
FINANCIAL SERVICES
RECEIVED
10 FEB 2022
TIME: _____
SIGN: _____

OFFICE OF THE PRO-CHANCELLOR

Internal Memo

From: University Secretary
To: Registrar
Subject: Approval for the procurement of Cancer Genomics Laboratory Equipment for CAPIC-ACE.
Date: 9th February 2022

④ BCAPIC-ACE
Pls process
11/2/22

COVENANT UNIVERSITY
RECEIVED
09 FEB 2022
SIGN: _____
PRO-CHANCELLOR'S OFFICE

More than a Conqueror's Greetings in Jesus' name.

The above subject matter refers

This is to communicate the Pro-Chancellor's approval to direct the Central Bank to secure the procurement of Cancer Genomics Laboratory Equipment for CAPIC-ACE at a cost of **\$308,067.08** as requested in your memo to the Pro-Chancellor dated 1st February 2022.

Thank you.

It is indeed our year of More than a Conqueror.

~~Adedeji Owojaiye~~ 9/2/22

Adedeji Owojaiye

Cc: Pro-Chancellor, Vice-Chancellor, DFS, FSD, & CIA.

① DFS
Pls treat as
approved
11/2/22

② FC
Pls confirm from
Director CAPIC the
modes of payment
of payment
10/2/22

③ DFS
Sir
NUC will make the
payment through CBN
on behalf of CAPIC-ACE. so the
payment to Jamb from CAPIC-ACE
money disbursed from NUC
11/2/22



COVENANT UNIVERSITY
Forensic Services Department (Office of the Chancellor)

To: Pro-Chancellor
Through: Secretary, Board of Regents
From: Director, Forensic Services
Date: February 1, 2022
Subject: Re: Request for Approval: Procurement of Laboratory Equipment Through Direct Sourcing.

Find the below Forensic Services information for this request:

S/n	Beneficiary	Description	Amount (\$)
1.	Synapse Technologies Ltd	Agilent 4150 Tape Station with Accessories	107,583.85
2.	ISN Products Nig. Ltd.	MiSeq System and Illumina consumables	189,458.87
3.	Citotest Scientific	Laboratory Glass and Plastic Wares/ Disposable	11,025.40
Total			308,067.8

Amount in Words: Three Hundred and Eight Thousand, Sixty Seven Dollar, Eight Cent Only

SUMMARY AND RECOMMENDATIONS

1. FSD reviewed the document and submitted for this request.
2. FSD notes that this request is for Procurement of Laboratory Equipment for Cancer Genomics Laboratory.
3. FSD further recommends the above at the sum **Three Hundred and Eight Thousand, Sixty-Seven Dollar, Eight Cent Only. (\$308,067.8)** being the cost of the above-mentioned project.

RECOMMENDED FOR APPROVAL

AU

Thank you and Kind regards
Forensic Services Department



26th January 2022

The Manager Director,
ISN Products (Nig.) Ltd
40-42 Association Avenue,
Ilupeju, Lagos.

AWARD OF CONTRACT FOR SUPPLY AND INSTALLATION OF MiSEQ SYSTEM AND ILLUMINA CONSUMABLES

With reference to your expression of interest to supply MiSEQ System with consumables to Covenant Applied Informatics and Communication (CApIC-ACE), and further conversation with your representative, we write to inform you that the University has approved the award of contract to your company.

1. Contract: Supply and Installation of MiSEQ System and Illumina Consumables.
2. Contract Sum: One Hundred and Eighty-Nine Thousand, Four Hundred and Fifty-Eight USDollar and Eighty-Seven Cents (\$189,458.87) only.
3. Completion Period: 6-8 weeks from the date of payment.

The contract award is subject to the following conditions:

- a. that the contract shall be executed strictly to the specifications, quality and time schedule indicated;
- b. that you will be entitled to advance payment of the contract sum after submission of an acceptable Advance Payment Guarantee (APG);
- c. that the contract being a fixed sum shall not be subject to fluctuations;
- d. that the CApIC-ACE Centre and Covenant University will reject any equipment, consumables and kits that are contrary to the specifications as provided.

Please confirm your willingness or otherwise to undertake this contract in writing within two (2) days from the date of receipt this award. Thank you.

.....
Prof. Ezekiel F. Adebisi, Centre Director, CApIC-ACE



HEAD OFFICE

Zenith Heights, Plot 84/87 Ajoye Adeogun Street
P.O.Box 75315, Victoria Island, Lagos.
Tel: (01) 2787000, 2927000, 4647000
www.zenithbank.com | SWIFT:ZEIBNGLA

Ref No: ZOG071-22000965

To: **Covenant Applied Informatics And Communication**
Africa Centre of Excellence (CApIC-ACE)
Covenant University, Ota, Ogun State
Nigeria

ADVANCE PAYMENT GUARANTEE

BY THIS GUARANTEE, WE ZENITH BANK PLC of Plot 87, Ajoye Adeogun Street, Victoria Island, Lagos State (hereinafter called "the Bank") on behalf of our customer **ISN PRODUCTS (NIGERIA) LIMITED** of No. 40-42 Association Avenue, Ilupeju, Lagos, Nigeria (hereinafter called "the Contractor") are bound unto the **COVENANT APPLIED INFORMATICS AND COMMUNICATION** (hereinafter called "the Employer") in the sum of **N78,625,431.05 (Seventy Eight Million, Six Hundred and Twenty Five Thousand, Four Hundred and Thirty One Naira, Five Kobo)** only, being advance payment by the Employer to the Contractor.

WHEREAS:

1. The Employer has engaged the Contractor for **Provision of Medical Diagnostic Equipment & Laboratory Consumables** (hereinafter called "the Contract") at a total Contract sum of **N78,625,431.05 (Seventy Eight Million, Six Hundred and Twenty Five Thousand, Four Hundred and Thirty One Naira, Five Kobo)** only.
2. The Employer has agreed to pay an advance sum of **N78,625,431.05 (Seventy Eight Million, Six Hundred and Twenty Five Thousand, Four Hundred and Thirty One Naira, Five Kobo)** only, being 100% of the total Contract sum to the Contractor and for the purpose desires an Advance Payment Guarantee.
3. The Bank has agreed to give to the Employer the said Guarantee on the understanding of the parties that the advance payment sum of **N78,625,431.05 (Seventy Eight Million, Six Hundred and Twenty Five Thousand, Four Hundred and Thirty One Naira, Five Kobo)** only, will be paid directly to the Bank by the Employer.

NOW THEREFORE, if the Contractor shall fail to perform the Contract according to its terms and conditions or on default fail to refund the advance payment sum, the Bank shall pay to the Employer on demand an amount not exceeding the sum of **N78,625,431.05 (Seventy Eight Million, Six Hundred and Twenty Five Thousand, Four Hundred and Thirty One Naira, Five Kobo)** only, PROVIDED however that if the Contractor shall perform its obligations to the Employer in accordance with the Contract, then this obligation shall be discharged and the tenor of this Guarantee shall terminate and it shall become null and void.

THE BOARD:

Chairman: Jim Ovia, CON. Group Managing Director/CEO: Ebenezer Onyeagwu | Deputy Managing Director: Adaora Umeoji
Executive Directors: Ahmed Umar Shuaib | Temitope Fasoranti | Dennis Olisa | Henry Oroh Non-Executives: Mr. Jeffrey Efeyini
Prof. Chukuka Enwemeka | Mr. Gabriel Ukpoh | Engr. Mustafa Bello | Dr Al-Mujtaba Abubakar | Omobola Ibadapo-Obe Ogunfowora (PhD)

Ref No: ZOG071-22000965

IT IS HEREBY DECLARED THAT:

1. Receipt of the sum of **N78,625,431.05 (Seventy Eight Million, Six Hundred and Twenty Five Thousand, Four Hundred and Thirty One Naira, Five Kobo)** only, by the Bank from the Employer in favour of **ISN PRODUCTS (NIGERIA) LIMITED** through direct electronic funds transfer into the **Contractor's Account No: 1140083384** domiciled at our **Adeniran Ogunsanya Branch** shall be a condition precedent to the validity of this Guarantee. Notwithstanding anything herein contained in this Advance Payment Guarantee, if a lower sum is received as advance payment, the Bank's liability shall not exceed the amount actually received in the Contractor's account.
2. This Guarantee shall take effect from the date of receipt of the advance payment sum in cleared funds and shall remain valid for **Two (2) months** thereafter or up to the time the Employer has completely recouped the advance payment sum in terms of supply made/work done whichever is earlier, but in any event not later than **April 23, 2022** after which the same shall terminate and become void whether or not, the original guarantee is returned to the Bank for cancellation
3. This Guarantee is limited to the advance payment sum of **N78,625,431.05 (Seventy Eight Million, Six Hundred and Twenty Five Thousand, Four Hundred and Thirty One Naira, Five Kobo)** only, and the Bank expressly disclaims liability for any subsequent transaction or agreement between the Contractor and the Employer.
4. The value of the advance payment and the liability assumed by the Bank under this Guarantee shall be reduced in proportion to the extent of supply made/work done as the Contractor progressively discharges its responsibilities to the Employer.
5. The Employer shall give to the Bank as soon as possible written notice of default before the end of the tenor of the Guarantee otherwise the Bank shall be discharged of all liabilities under this Guarantee.
6. It is a condition for the continued validity of this Guarantee that all payments that shall be due to the Contractor under the Contract shall be domiciled to the Contractor's account with the Bank.

Dated this 24th day of February, 2022

THE COMMON SEAL OF
ZENITH BANK PLC

WAS AFFIXED HERETO IN THE PRESENCE OF:



.....
AUTHORISED SIGNATORY



.....
AUTHORISED SIGNATORY

CONTRACT AGREEMENT

BETWEEN

ISN PRODUCTS (NIG.) LIMITED

AND

AFRICA CENTRE OF EXCELLENCE, COVENANT UNIVERSITY, OTA

FOR THE

SUPPLY/INSTALLATION OF LABORATORY EQUIPMENT

This Sales Agreement Is Dated **16** FEBRUARY, 2022, Between

ISN Products (NIG) Limited, a company incorporated under the laws of the Federal Republic of Nigeria and having its registered address 40-42 Association Avenue, Ilupeju Lagos, Nigeria (hereinafter called the Vendor) which expression where the context so permit, includes its successor in title and assigns of the one part;

And

Africa Centre Of Excellence, Covenant University, Ota, a private university incorporated under the laws of Nigeria and having its offices at 4th Floor, right wing, CUCRID Building Covenant University KM. 10 Idiroko Road, Canaan Land, Ota, Ogun State, Nigeria (hereinafter called the Buyer) which expression where the context so permit, shall include its successor in title and assigns of the other part.

The Vendor and the Buyer are hereinafter referred to individually as Party or collectively as Parties.

WHEREAS:

1. The Covenant Applied Informatics and Communication Africa Center of Excellence is interested in entering into a business transaction with the Contractor for the supply and installation of Laboratory Equipment in the Covenant Applied Informatics and Communication Africa Center of Excellence Laboratory.
2. The Contractor is desirous of supplying and installing same to the said Laboratory.
3. The Parties hereby enter this Contract for the purpose of documenting their intentions and have hereby agreed to be bound by this Contract in accordance with the terms and conditions set out herein.
4. The scope of this Agreement shall be for the supply of the following

S/N	CAT#	PRODUCT NAME	QTY
1	15034551	MiSeq System	1
2	20019168	AmpliSeq BRCA Panel	4
3	20019161	AmpliSeq Cancer HotSpot Panel v2	4
4	20019102	AmpliSeq Library PLUS (96 Reactions)	2
5	20031676	AmpliSeq CD Idx Set A-D (96 Idx, 96 Spl)	2
6	20019171	AmpliSeq Library Equalizer	6
7	MS-102-3003	MiSeq® Reagent Kit v3 (600 cycle)	6

required for use and installation of same at the Covenant Applied Informatics and Communication Africa Center of Excellence Laboratory (CAPIC-ACE Laboratory) with the specification and configuration stated in the PROFORMA INVOICE to be attached to this Agreement as annexure and under the supervision of the Center Director (CD) and Deputy Center Director I (DCD) through the Research Administrator of the Laboratory

Purchase Price

- 1.1 The total price for the Goods is **₦78,625,431.05** (Seventy-Eight Million, Six Hundred and Twenty-Five Thousand, Four Hundred and Thirty-One Naira, Five Kobo).
- 1.2 The Price includes cost of freight, handling and other administrative charges.

Payment

1. Payment of the Purchase Price shall be secured by a **BANK GUARANTEE** issued by the Vendor
2. Upon signing of this agreement, and a Purchase Order issuance by the Buyer, the Vendor shall within 5-day period issue the Buyer a **Bank Guarantee covering 100%** of the purchase price

3. Within 7 days of receipt of the Bank Guarantee from the Vendor, the Buyer shall make payment to the account provided in the APG issued to them.

The terms of settlement of the **Bank Guarantee** shall include:

- a. The Airway Bill, which shall be sent by the Vendor to the Bank issuing the guarantee
- b. The Commercial invoice and packing list, which shall be sent by the Vendor to the Bank issuing the guarantee
- c. The Post Deliver Document (signed by the Buyer or its representative), which shall be sent by the Buyer and/or the Vendor to the Bank issuing the guarantee

Delivery

1. The Goods shall be delivered by the Vendor to the Buyer at Point of Delivery within 8-10 weeks of receipt of payment.
2. The Goods shall be delivered to Africa Centre Of Excellence, Covenant University, Ota, a private university incorporated under the laws of Nigeria and having its offices at 4th Floor, right wing, CUCRID Building Covenant University KM. 10 Idiroko Road, Canaan Land, Ota, Ogun State,
3. The Goods shall be delivered in the Agreed Conditions.

Risk and Acceptance

1. The risk in the Goods shall pass to the Buyer on delivery of the Goods at the Point of Delivery.
2. The Buyer shall be deemed to have accepted the Goods within 7 days of delivery at the Point of Delivery.
3. The Buyer shall not be entitled to reject any Goods delivered in the Agreed Conditions and without any obvious manufacturing defects.

Warranty

1. The Vendor warrants and represents that the Goods shall meet the following Agreed Conditions:
 - i. conform in all material respects to the conditions specified by the manufacturer.
 - ii. be free from material manufacturing defects; and
 - iii. conform to the agreed expiry dates.
2. The Vendor shall replace and resupply any Goods which do not conform to the Agreed Conditions.
3. The Buyer is responsible for inspecting and ensuring that the Goods supplied conform to the Agreed Conditions and shall within 7 days of receipt of the Goods at the Point of Delivery, notify the Vendor in writing of any non-conformity with the Agreed Conditions.
4. Where the Buyer fails to promptly notify the Vendor of any non-conformity with the Agreed Conditions, the Buyer would be deemed to have accepted the Goods and waived any right to reject the Goods or request a replacement

Force majeure

1. A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
 - (a) promptly notifies the other of the Force Majeure event and its expected duration; and
 - (b) uses best endeavors to minimize the effects of that event.
2. If, due to Force Majeure, a party:
 - (c) is or shall be unable to perform a material obligation; or
 - (d) is delayed in or prevented from performing its obligations for a continuous period of more than 30 days in any consecutive period of 60 days;

the parties shall, within 30 days, renegotiate the Agreement to achieve, as nearly as possible, the original commercial intent.

Termination

1. Either Party may terminate the Agreement at any time by giving 14 days notice in writing to the other Party if the other Party:
 - i. commits a material breach of the Contract and such breach is not remediable;
 - ii. commits a material breach of the Contract which is not remedied within 30 days of receiving written notice of such breach; or
 - iii. any consent, license or authorization held by the Party is revoked or modified such that the Party is no longer able to comply with its obligations under the Agreement or receive any benefit to which it is entitled.

IN WITNESS whereof the parties have set their hands and seal this day and year first above written.

SIGNED FOR AND ON BEHALF OF THE VENDOR BY:

Name Nzube Eburuone
Designation GM, Otagu
Signature [Signature] 28/02/2022

In the presence of

Name Ogumkamsi Olalekan
Designation Product Specialist
Signature M. J. [Signature] 28/02/2022

SIGNED FOR AND ON BEHALF OF THE WITHIN NAMED BUYER BY:

Name: Prof. Ezekiel Adeniji
Designation: Center Director,
Covenant Applied Informatics and Communication Africa Center of Excellence

Signature and date: [Signature] 18-02-2022

In the presence of

Name: Prof. Emeka Iweala
Designation: Deputy Center Director I,
Covenant Applied Informatics and Communication Africa Center of Excellence

Signature and date [Signature] 18-02-2022

Monday, December 28, 2020

CERTIFICATE OF AUTHORIZATION

This is to certify that ISN Products (Nigeria) Ltd., (“Channel Partner”), having a principal place of business at 40-42, Association Avenue Street, Ilupeju, Lagos, 23401, Nigeria, is a selected, authorized and non-exclusive Channel Partner of Illumina branded products of Illumina Netherlands BV, Freddy van Riemsdijkweg 15, 5657 EE. Channel Partner is responsible for product promotion, training, after sales service, distribution, offering, negotiation and entering into contracts for Illumina branded products within the territories of Nigeria and Ghana. Please note that this certificate does not authorize Channel Partner to take any action that would result in the cancellation, revocation, annulment or rescission (or other similar action) of any existing or future product registration within the territory unless support by a notarized/apostilled letter on Illumina letterhead authorising such action that is signed by a senior vice president (or higher officer) of Illumina.

This certification is valid until 31st December 2021.

Sincerely,
Mark Robinson
VP Finance
Illumina Netherlands BV

Wednesday, March 9, 2022

Dear Valued Customer,

Illumina is experiencing issues related to the global supply chain crisis, and as a result, there is a disruption to the supply of key components of our instrumentation. For the MiseqRUO, we currently have lead time of 8 to 9 weeks between order and availability in our warehouse. The issues causing these disruptions may continue for the coming months. We sincerely apologize to the potential impact on your projects; we are working to restore product supply as quickly as possible.

The entire Illumina team is dedicated to resolving this disruption. Teams are exploring means to accelerate the recovery process. Thank you for your understanding and patience as we work through these issues. In the interim, please do not hesitate to contact us.

Sincerely,

Rodolphe Vetchenou
Executive Partner Account Manager Africa

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.



Olalekan Ogunkanmi

Mar 31,
2022, 4:42
PM

to me, Adebiyi, ola.rotimi@covenantuniversity.edu.ng, Rodolphe, Emmanuel, Felix, Nzube, Mujib, Arinze, Iweala, OLUMUYIWA, b

Dear Professor Adebiyi and Professor Rotimi,
Good afternoon, I hope my email meets you well.

Please see the table below showing your order status and items that are currently available with Illumina.

Order Number	Ultimate Consignee Name	Ship-To Country	QTY	Material	Material Description	Comments	Actions
2187042	Covenant University	Nigeria	4	20019168	AmpliSeq BRCA Panel	Available - check expiry date	Illumina
2187042	Covenant University	Nigeria	4	20019161	AmpliSeq Cancer HotSpot Panel v2	Available - check expiry date	
2187042	Covenant University	Nigeria	2	20031676	AmpliSeq CD Idx Set A-D (96 Idx, 96 Spl)	Available - check expiry date	
2187042	Covenant University	Nigeria	2	20019102	AmpliSeq Library PLUS (96 Reactions)	Available - check expiry date	
2187042	Covenant University	Nigeria	6	20019171	AmpliSeq Library Equalizer	Available - check expiry date	
2187042	Covenant University	Nigeria	6	15043762	MiSeq® Reagent Kit v3 (600 cycle)	Available - check expiry date	
2187042	Covenant University	Nigeria	1	15034551	MiSeq System	Not available	

All items are available, and we are awaiting the availability of the Miseq system, Please Prof. I would like you to confirm that you have the storage facility/condition to keep these reagents in the right temperature conditions as they contain different sub-components that are meant to be stored in three different storage conditions (Frozen storage, refrigerated, and room temperature), the boxes will be appropriately labelled. We have requested from Illumina to share the shelf-life of this reagents with us, and we would like to confirm from you if you will accept partial shipment to avoid Illumina re-allocating this product to another customer while we are waiting for the Miseq system.

Lastly, please proceed to make the 100% payment and share a telex copy with us as proof of payment.
Thank you for your time and kind consideration.

Best regards,

Olalekan Ogunkanmi

Product Specialist (illumina), ISN Products (NIG.) LTD

Address 40/42 Association Avenue, Ilupeju, Lagos

Phone: 07069298959 **Website** <http://www.isnmedical.com>

Email olalekan.ogunkanmi@isnmedical.com



INTERNAL MEMO

TO: The Registrar
FROM: Director, CApIC-ACE
DATE: 18th March 2022
SUBJECT: Request for Advance Payment- ISN Products (Nig.) Limited

More Than A Conqueror Greetings!

I write to request for payment of Seventy-Eight Million, Six Hundred and Twenty-Five Thousand, Four Hundred and Thirty-One Naira, Five Kobo (₦78,625,431.05K) to ISN Products (Nig) Ltd, as the payment for the supply of Medical Diagnostic Equipment and Laboratory Consumables (MiSeq System and Illumina Consumables).

The total cost for this as approved is One Hundred and Eighty-Nine Thousand, Four Hundred and Fifty-Eight Dollar, Eighty-Seven Cent (\$189,458.87). Due to request for provision of security/Advance Payment Guarantee (APG) for the contract, and inability of the company to provide offshore dollar account for payment, the contract sum was converted to Naira with CBN exchange rate of 415, with a new quotation in Naira.

Kindly find the details of the company for the transaction:

S/n	Company Name	Contract Information	Contract Sum	Bank Name	Account Number	Advance Security
1	ISN Product (Nig) Ltd	Supply and Installation of Miseq System and Illumina Consumables	₦78,625,431.05K	Zenith Bank Plc	1140083384	Zenith Bank Plc

Please find attached the Management approval, award letter, the company invoice and the original copy of the APG security for your consideration and further processing.

Thank you.

Prof. Ezekiel F. Adebisi

cc: VC, DFS