



AFRICA CENTRE OF EXCELLENCE IN PHYTOMEDICINE RESEARCH AND DEVELOPMENT

c/o Faculty of Pharm Sciences,
University of Jos,
P.M.B 2084, Jos-Nigeria



CONTRACT AGREEMENT

(In Respect of the World Bank Grant – Scientific Equipment for Africa Centre of Excellence in Phytomedicine Research and Development)

BETWEEN

UNIVERSITY OF JOS

AND

PROMOLAB (PTY) LTD

MARCH 2017

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AND

PROMOLAB (PTY) LTD

MARCH 2017

THIS AGREEMENT is made the^{2nd}.....day.....^{March}.....2017

BETWEEN

The **UNIVERSITY OF JOS**, a University duly incorporated under the laws of Nigeria, having its principal place of business at Jos, Nigeria (hereinafter call "**Unijos**" which expression shall where the context so admits, include its assigns, legal representative and successors-in-title) of the one part.

AND

PROMOLAB (PTY) LTD, a Company incorporated under the laws of the South Africa and involved in the business of manufacturing and supplies of scientific equipment and accessories having its principal place of business at No.227 Main Avenue, Ranburg, Johannesburg, South Africa (hereinafter called "**The Supplier**", which expression shall where the context so admits include its assigns, legal representative and successors in title) of the other part.

WHEREAS

- i. The **Unijos** is desirous of equipping the Africa Centre of Excellence in Phytomedicine Research and Development with some Laboratory Equipment for Teaching and Research.
- ii. The World Bank has graciously provided funds for aforestated desire.
- iii. The **Unijos** is desirous of having a reputable manufacturer and supplier of scientific equipment to supply and install the aforestated equipment.
- iv. **PROMOLAB** is a Company engaged in the manufacturing and supplies of Scientific Equipment and related accessories has agreed to supply the said equipment in accordance with the terms and conditions here under appearing

1.0 OBLIGATIONS OF THE PARTIES

a) **PROMOLAB** shall supply the equipment in accordance with the Quotation Numbers EX11SCON20160901034; EX11SCON20160901035 and EX11SCON20160901042 for the supply of PA800 Plus Pharmaceutical Analysis System, complete with UV, PDA, , and solid-state Laser-induced Fluorescence detector, accessories and consumables; Genomelab GeXP Separation Module including software, accessories; and CESI 8000 High Performance Separation ESI Module consist of CESI sprayer combined with new Electrophoresis instrument and accessories as contained in the quotations numbers above-mentioned which shall be of very appreciable standards and condition form and usage. Training at AS Sciex facilities, travel and lodging not included. Installation in Unijos included.

- b) The supplier shall install the equipment and train the operators in the Laboratory of the Africa Centre of Excellence in Phytomedicine Research and Development.
- c) The Supplier shall not vary the quality and quantity of the equipment in any manner that brings down the quality and quantity required.
- d) Until supplies are made, installed and certified by the Unijos, the Supplier shall take full responsibility on risks, loss or damage that may be involved thereon.
- e) PROMOLAB shall supply Laboratory equipment in accordance with the Order Supply Conformation (OSC).
- f) The equipment shall be delivered all at once and according to timeline and shall consist of supplies specified in the OSC to **Unijos**.
- g) **Unijos** shall pay the value of the supply/contract in the sum of **USD \$585,873.00** (Five hundred and eighty-five thousand, eight hundred and seventy-three US Dollar) only.
- h) **Unijos** following the acceptance of **PROMOLAB's** offer decided to have **PROMOLAB** supply the aforesaid Scientific Equipment, install same and train the operators in the contractor and shall install the equipment and train the operators in the laboratory of Africa Centre of Excellence in Phytomedicine Research and Development
- i) **Unijos** shall be responsible for the provision of space and other necessary infrastructures and requirements wherein the equipment shall be installed and placed for proper functioning. In compliance with established standards required for proper functioning and use of the equipment.
- j) **Unijos** shall be operationally responsible for the use of the equipment and connections thereto.

k) **Unijos** shall pay 75% of the value of the supply /contract to the supplier after Advance Payment Guarantee has been furnished from a reputable bank as security for the payment.

l) **Unijos** shall be responsible for any renewals, repairs or changes after the period of -----year(s) of warranty that shall be granted thereto by the supplier.

2.0 DURATION AND DELIVERY

a) The Order Confirmation (OC) shall be valid or shall commence from the date of perfection of agreement by both parties

b) The period of supply/delivery and installation shall last for a period of not more than 3 months starting from the date of perfection of agreement and receipt of payment.

c) The agreement itself shall enter into force on the date signed and remain in force for the duration of supply and installation.

d) All the equipment shall be delivered within the timeframe as stated in the timeline and shall be communicated to the Unijos through receipt of Bill of Lading by the customer's bank.

3.0 CHARGES AND PAYMENT.

THE CUSTOMER SHALL PAY THE SUPPLIER'S CHARGES FOR THE SUPPLIES through the bank of the supplier.

4.0 SETTLEMENT OF DISPUTE

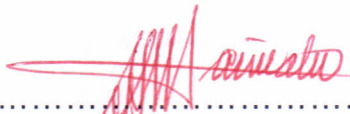
Both parties shall amicably settle any dispute which may arise thereof; whenever there is a dispute between the parties University of Jos shall be represented by the Vice Chancellor and the Registrar and PROMOLAB (PTY) LTD shall be represented by the Chief Executive Officer and the Secretary of the Company who shall sit to consider and resolve all issues amicably in the overall interest of both parties. Such resolution shall be final and binding on the Parties.

5.0 FORCE MAJEURE

Neither Party shall be liable to the other for failure or delay in performing any term of this Agreement, if consequent on a **Force Majeure** event. The Party affected by the Force Majeure event shall within seven (7) days deliver a notice of its inability to perform any obligation in this agreement to the other Party; such notice shall state the particulars of the Force Majeure event. Whenever the Force Majeure event ends, the affected party shall within seven (7) days deliver a notice to the other Party.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO AFFIXED THEIR RESPECTIVE COMMON SEALS THE DATE FIRST ABOVE WRITTEN.

1. Signed, Sealed and Delivered by The Within Named Unijos

For and on behalf of the UNIVERSITY OF JOS

IN THE PRESENCE OF


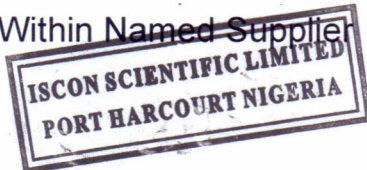
a. Name Prof J-C. Aguiyi

Signature: Aguiyi
Status/Position: Centre Leader

b. Name Prof F. Okwuasasa

Signature: F. Okwuasasa
Status/Position: Deputy Centre leader

2. Signed, Sealed and Delivered by The Within Named Supplier

For and on behalf of PROMOLAB (PTY) LTD

IN THE PRESENCE OF

a. Name DR. DAVID LAWRENCE

Signature: Lawrence
Status/Position: EXECUTIVE DIRECTOR

b. Name

Signature:.....

Status/Position.....