



Contract Agreement Form

THIS AGREEMENT made the 11th November 2015 between [*University of Ghana-WACCBIP*] (hereinafter called "the Purchaser") of the one part and [*BD INTERNATIONAL*] of *Belgium*, (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Quotation for certain goods and ancillary services, viz., [*SUPPLY AND INSTALLATION OF 1 UNIT BD LSRFORTESSA X20 FLOW CYTOMETER AND ACCESSORIES*] and has accepted a Quotation by the Supplier for the supply of those goods and services in the sum of **THREE HUNDRED AND THIRTY THOUSAND, TWO HUNDRED AND TWENTY-TWO USD [\$330,220.00]** (hereinafter called "the Contract Price").


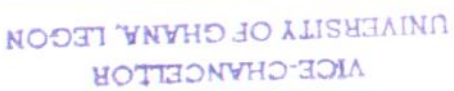
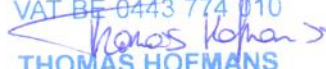

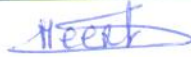
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions of Sale referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Quotation Form and the Price Schedule submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;

The following conditions among others applying:

1. Installation at final site (laboratory) by BD Engineer.
2. Training for two (2) people on site.
3. Instrument is guaranteed for 1 year; this warranty includes spare parts, travel expenses and workmanship.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services 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 their respective laws the day and year first above written

On behalf of the Purchaser	On behalf of the Supplier
Name: Professor Ernest Aryeetey	Name: THOMAS HOFMANS
Designation: Vice-Chancellor, University of Ghana	Designation: BDI LEGAL REP
Signature: 	Becton Dickinson International Signature: Branch of Becton, Dickinson B.V. Erembodegem-Dorp 86 B-9320 Erembodegem Belgium
Seal: 	Seal: Tel. +32 53 720 211 VAT BE 0443 774 010  THOMAS HOFMANS LEGAL REPRESENTATIVE BDI
Witness By :	Witness By :
Name : Angela Awere-Kyere	Name : SARAH MEERK
Signature: 	Signature: 
Designation: Head, Procurement Unit	Designation: Accountant
Date: 07/11/2015	Date: 12/11/2015