

**CONTRACT AGREEMENT  
FOR 37 MILITARY HOSPITAL  
EXTENSION PHASE III**

**BETWEEN**

**THE REPUBLIC OF GHANA  
(REPRESENTED BY THE MINISTRY OF DEFENCE)**

**AND**

**CHINA SHIPBUILDING TRADING CO., LTD.**

**DATED                    2022**

## **CONTRACT AGREEMENT**

**THIS CONTRACT AGREEMENT** is made and entered into on the .....day of .....2022

### **BETWEEN**

**THE REPUBLIC OF GHANA** represented by the **MINISTRY OF DEFENCE**, whose postal address is P.O. Box CT 139, Cantonments, Accra (hereinafter referred to as the **"EMPLOYER"**) acting per the Minister for Defence, **HON. DOMINIC B.A. NITIWUL**, or his duly authorized representative, which expression shall, where the context so admits, include his successor-in-title and assigns, of the one part;

### **AND**

**CHINA SHIPBUILDING TRADING CO., LTD. (CSTC)**, a limited liability company registered under the laws of **THE PEOPLE'S REPUBLIC OF CHINA**, whose postal address is No. 56 (Yi) **ZHONGGUANCUN NANDAJIE**, Haidian District, Beijing 100044, China, with its registered office at No. 56 (Yi) **ZHONGGUANCUN NANDAJIE**, Haidian District, Beijing 100044, China (hereinafter referred to as the **"CONTRACTOR"**), acting per its Chairman, **MR. LI HONGTAO** or his duly authorized representative, which expression shall, where the context admits, include his successors-in-title and assigns, on the other part.

### **WHEREAS**

- A. The Employer is desirous of procuring the Works of the 37 Military Hospital Extension Phase III described in this Contract, subject to terms and conditions as stipulated in the Articles / Clauses, Annexes and Appendixes attached hereto.
- B. The Contractor shall design, execute and complete the above mentioned Works.
- C. The Contractor has represented to the Employer as having the pedigree,

experience and capacity to execute the Works.

D. The Contractor warrants that it is technically proficient, experienced, competent and financially capable of executing the Works.

E. The Employer and the Contractor thus entered into negotiations and the Contractor has agreed to execute the Works as particularly described in Employer's Requirements.

NOW THEREFORE the Parties agree as follows:

The Employer shall pay to the Contractor,

the Contract Price of Phase IIIA of the Works which is US Dollars Ninety Nine Million Nine Hundred and Ninety Three Thousand only (USD 99,993,000.00 only),

the Contract Price of Phase IIIB of the Works, which is US Dollars One Hundred and Fifty One Million Four Hundred and Eighty Six Thousand only (USD 151,486,000.00 only), and

the Contract Price of Phase IIIC of the Works, which is US Dollars Thirty Eight Million Four Hundred and Twenty One Thousand only (USD 38,421,000.00 only).

The total amount is US Dollars Two Hundred and Eighty Nine Million Nine Hundred Thousand Only (USD 289,900,000.00 only) hereinafter referred to as the Contract Price for the design, execution, completion and remedying of defects of the Works of Phases IIIA, IIIB and IIIC.

The following documents shall be deemed to form and be read and construed as part of this Contract.

- (i) The Contract Agreement;
- (ii) The Particular Conditions of Contract and its Annexes;
- (iii) The Financing Agreement and its Appendixes (Phases IIIA, IIIB and IIIC);

- (iv) The General Conditions of Contract for EPC/Turnkey Projects as published by FIDIC (First Edition, 1999) (Silver Book);
  - (v) The Employer's Requirements;
  - (vi) The Technical Specifications (Phase IIIA, Phase IIIB and Phase IIIC);
  - (vii) Bill of Quantities and Pricing Schedule (Phase IIIA, Phase IIIB and Phase IIIC);
  - (viii) Value for Money Audit;
  - (ix) Contractor's Proposal;
  - (x) Any other necessary documents as the Parties may agree.
1. In the event of any ambiguity or conflict between the Contract documents listed above, the order of precedence shall be the order stipulated in Clause 2.
  2. In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to finance, design, execute, and complete the Works of Phase IIIA, Phase IIIB and Phase IIIC and remedy any defects therein, in conformity with the provisions of this Contract.
  3. The Employer hereby covenants to pay the Contractor, in consideration of the financing, design, execution, and completion of the Works of Phase IIIA, Phase IIIB and Phase IIIC and the remedying of defects therein, the Contract Price and financing cost at the times and in the manner prescribed by the Contract.
  4. The Contract shall come into full force and effect upon the fulfilment of the following conditions precedent below:
    - (i) Signature of the Contract Agreement by both Parties;
    - (ii) Approval of the Contract and the Financing Agreement of Phase IIIA by the Parliament of Ghana in accordance with Article 181 of the 1992 Constitution and Article 55(1) and 56(1) of the Public Financial Management Act, 2016 (Act921), and the Financing Agreement of

Phase IIIA has come into force finally;

- (iii) Approval of the Contract by the Chinese Government;
- (iv) Receipt of Advance Payment of Phase IIIA, and SINOSURE Premium of Phase IIIA;
- (v) The China Export & Credit Insurance Corporation (SINOSURE) has agreed to provide insurance to the Financing Agreement of Phase IIIA;
- (vi) The Approval of the Board of the Contractor.

The Contractor shall confirm the actual effective date of the Contract by registered letter/Fax to the Employer within seven (7) days of occurrence of the last event. Failure by the Contractor to confirm the effective date of the Contract as mentioned above would not change the fact that the effective date shall be the date of the last event as indicated above.

IN WITNESS WHEREOF, the Parties have caused this Contract Agreement to be executed on the day and year first written above.

**SIGN, SEALED AND DELIVERED**

**For the EMPLOYER**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

In the presence of:

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**For the CONTRACTOR**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

In the presence of:

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_