



**KILIMANJARO CHRISTIAN MEDICAL CENTER**

**P. O. BOX 3010**

**MOSHI**

**CONTRACT BETWEEN KILIMANJARO CHRISTIAN  
MEDICAL CENTER AND LIN JUN CONSTRUCTION  
CO.LTD**

**FOR**

**REMODELLING AND RENOVATION OF MEDICAL  
AND SURGICAL ICU'S**

**NOVEMBER 2021**

FORM OF AGREEMENT

This Agreement, made the ..... day of December, 2021 between Kilimanjaro Christian Medical Centre (hereinafter called "the Employer") and Lin Jun Development Construction Company Limited (hereinafter called "the Contractor").

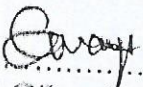
Whereas the Employer is desirous that the Contractor execute Proposed remodelling and renovation of medical and surgical ICUS (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of TZS: 499,318,800/= Tanzania shillings four hundred ninety nine million three hundred eighteen thousand eight hundred only) (Hereinafter called "Contract Price")

Now this Agreement witnesses' as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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 thereto have caused this Agreement to be executed the day and year first before written.

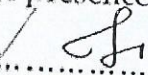
For and on behalf of Kilimanjaro Christian Medical Centre

  
.....  
Prof. Gileard G. Masenga  
EXECUTIVE DIRECTOR

Date: 8<sup>th</sup> DEC 2021

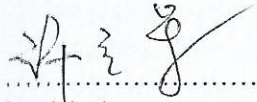
EXECUTIVE DIRECTOR  
K. C. M. C. — MOSHI

In the presence of:

  
.....  
Rachelly R Mboya  
LEGAL OFFICER

Date: 8<sup>th</sup> DEC 2021

For and on behalf of Lin Jun Development Construction Company Limited

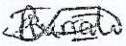


Xu Lin jun  
MANAGING DIRECTOR



Date: 17/1/2021

In the presence of:

Signature: 

Date: 11TH DECEMBER 2021

Name: COSTANTINA BURRA

Title: QUANTITY SURVEYOR

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### Instructions for completing the Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Condition of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. Except where otherwise indicated, all Special Conditions of Contract should be filled in by the Employer prior to issuance of the Tendering Documents. Schedules and reports to be provided by Employer should be annexed.

SCC Clause	GCC Clause	Description
1.	1.1	<p>Defect Liability Period will Twelve Months</p> <p>The Employer is Kilimanjaro Christian Medical Centre.</p> <p>The Project Manager is Eng. Rodrick Shangali, P.O. Box 3010, Moshi,</p> <p>The Works consist of Remodelling and Renovation of Medical and Surgical ICU'S</p> <p>The Commencement Date shall be December 2021.</p> <p>The Intended Completion Date for the whole of the Works shall be February 2022.</p> <p>The Site is located at Kilimanjaro Christian Medical Centre ICU'S and is defined in drawings.</p>
2	2.2	Indicate whether sectional completion is specified Provision of Labour Equipment and Machinery Service for Proposed Remodelling and Renovation of Medical and Surgical ICU'S.
3	2.3	<p>List other documents that form part of the contract if any:</p> <ul style="list-style-type: none"> <li>a) Letter of acceptance</li> <li>b) Contract agreement</li> <li>c) Minutes of negotiation meeting</li> <li>d) Bills of quantity</li> <li>e) Drawings</li> <li>f) Specifications</li> <li>g) General and special conditions of the contract</li> </ul>
4	4.1	<p>The language of the Contract documents is english</p> <p>The law that applies to the Contract is the Laws of Tanzania</p>
5	7.1	Address for communication

		Employer Executive Director, Kilimanjaro Christian Medical Centre P.O. Box 3010, Moshi, Contractor's Managing Director, Lin Jun Development Construction Company Ltd. P.O. Box 1554, Moshi.
6	11.1	Include the Schedule of Other Contractors if any None
7	12.1	Include the Schedule of Key Personnel [Give a list of Key Personnel]
8	16.1	The minimum insurance covers shall be:  <ul style="list-style-type: none"> <li>(a) loss of or damage to the Works, Plant, and Materials 50,000,000Tsh.</li> <li>(b) loss of or damage to Equipment 50,000,000Tsh.</li> <li>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract 50,000,000Tsh. and</li> <li>(d) Personal injury or death 30,000,000Tsh.</li> </ul>
9	17.1	Site Investigation Reports available to the Tenderer are: As per attached in the tender document.
	24.1	Unless otherwise state tax payment status.....
10.	25.4	The other measures include:  <ul style="list-style-type: none"> <li>a) Minimising the number of migrant workers employed on the project and household in the site camp</li> <li>b) Providing access to voluntary counselling and testing (VCT)</li> <li>c) Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families</li> <li>d) Providing condoms (male and female) to workers</li> </ul>

11.	27.1	The <b>Site Possession</b> Date shall be December 2021
	30.4	<b>Arbitration</b> will take place at Moshi in accordance with rules and <b>regulations</b> published by Tanzania Institute of Arbitrators
12.	31.1	Hourly rate of Fees payable to the Adjudicator is: As per rate established by Tanzania Institute of Arbitration.
13.	32.1	Appointing Authority for the Adjudicator: Tanzania Institute of Arbitration
	33.1	Otherwise state Li Jun Development Construction company Ltd.
B. Time Control		
14.	34.1	The Contractor shall Submit a revised Program for the Works within Seven Days of delivery of the Letter of Acceptance.
15.	34.2	The period between Programme updates is Seven days.  The amount to be withheld Project Manager in the case the contractor does not submit an updated programme is: 3% of the contract price.
C. Quality Control		
16.	42.1	The Defects Liability Period is 365 days.
D. Cost Control		
17.	50.7	Minimum amount of Interim Payment Certificate will be 25%
18.	53.1	Site Possession date shall: 6 Weeks
19.	52.1	The currency is Tanzania Shillings
20.	55.1	The contract "is not" subject to price adjustment in accordance with GCC 55.

21.	56.1	The <b>amount of retention</b> is 10% of value of works of Interim Payment Certificate'.  Limit of retention: 10% of contract price
22.	57.1	(i) The amount of liquidated damages per day is 0.1%  (ii) The maximum amount of liquidated damages is 0.1%
23.	58.1	The Bonus for early completion is None
24.	59.1	The amount of advance payment shall be 30% of the contract sum payable within seven days. Monthly Recovery of Advance Payments: 2% of the amount of monthly Interim Payment Certificate. Note: [Insert percentage up to a maximum of 20% of the contract sum]
25.	60.1	The Performance Security shall be the minimum amounts equivalent to 10% of the contract price in the form of: (a) Bank Guarantee
26.	64.1	Site handover date February 2022
<b>E. Discharge of the Contract</b>		
27.	66.2	The amount to be withheld for failing to produce "as built" drawings by the date required is 10% of the contract price  The amount to be withheld for failing to produce operating and maintenance manuals by the date required is 10% of the contract price
28.	68.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 5%



# KILIMANJARO CHRISTIAN MEDICAL CENTRE

*An institution of the Good Samaritan Foundation*

P. O. Box 3010, Moshi, Tanzania

Tel: 255-027-2754377 / 80

Fax: 255-027-2754381

Email: [kcmcadmin@kcmc.ac.tz](mailto:kcmcadmin@kcmc.ac.tz)

Website: <http://www.kcmc.ac.tz>

Our Ref: KCMC/F.32/VOL.VI

Date: 3<sup>rd</sup> December, 2021

## LETTER OF ACCEPTANCE

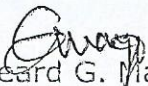
To: Managing Director,  
Lin Jun Development Construction Company Limited  
P.O.BOX 1554,  
MOSHI

This is to notify you that your Tender dated 23<sup>rd</sup> November, 2021 for the execution of the proposed remodelling and renovation of medical and surgical ICU'S, Tender No. PA/101/2021-2022/KCMC/W/01 at the Contract Price of the equivalent of TZS: 499,318,800/= (Tanzania shillings four hundred ninety nine million three hundred eighteen thousand eight hundred only) as corrected and modified in accordance with the Instruction to Tenderers is hereby accepted by our Procuring Entity.

We are hereby requesting Arbitral institute of Tanzania, to be the Appointed as the Adjudicator

You are hereby instructed to proceed with the execution of the said contract for the provision of services in accordance with the contract documents.

Please return the attached contract dully signed

  
Prof. Gileard G. Masenga  
EXECUTIVE DIRECTOR

EXECUTIVE DIRECTOR  
K. C. M. C. — MOSHI

Attachment: Contract



**KILIMANJARO CHRISTIAN MEDICAL CENTER (KCMC)  
P.O. BOX 3010,  
MOSHI**

**MINUTES OF THE NEGOTIATION MEETING HELD ON 27.11.2021 AT KCMC CHIEF  
ACCOUNTANT OFFICE TENDER No.: PA/101/2021-2022/KCMC/W/01  
PROPOSED REMODELING AND RENOVATION OF MEDICAL AND SURGICAL ICU`S**

**2021/2.0 PRESENT MEMBERS**

<b>S/N</b>	<b>NAME</b>	<b>POSITION</b>	<b>INSTITUTION/FIRM</b>
1	CPA.AMOS CHAMBEGA	Chairperson	KCMC, Moshi
2	MR. VICTOR P ORAUYA	Secretary	KCMC, Moshi
3	Eng. RODRICK SHANGALI	Member	KCMC, Moshi
4	MISS.QS. COSTANTINA B.	Member	LIN JUN CO.LTD
5	MRS.VIVIA SARIA	Member	KCMC, Moshi
6	MR. XU LI JUN	Member	LIN JUN CO.LTD

**2021/3.0 OPENING REMARKS**

The meeting was opened by word of prayer at 09.00 AM. The chairman welcomed all members to participate in the negotiation.

**2021/4.0 NEGOTIATION AREAS**

<b>S/N</b>	<b>NEGOTIATION AREAS</b>	<b>OBJECTIVES</b>	<b>NEGOTIATION PARAMETERS</b>
1	Negotiation on price	To ensure the quoted price replicate the budget.	Maximum price should be 500,000,000/=should not affect the quality and quantity of materials stated in BOQ.
2	Completion time	To meet deadline issued by (MOHCDEC) within from the date of signing the contract	Contractor should complete work within six weeks (6) from the date of signing the contract.

### 2021/3.1 NEGOTIATION FOR COMPLETION TIME

A maximum of 6 weeks was proposed after signing of the contract, which will be until the end of January 2022. And ICU'S should be shifted to dermatology ward and room 5 for the time contractor will be doing the renovation.

### 2021/3.2 NEGOTIATION ON PRICE

Quoted price was TZS 562,261,150/=

(a.) The contractor agreed to reduce TZS 2,261,150/=

(b.) The user department also agreed to reduce some consumable items on the BOQ for budgetary reasons, whereby the reduction is in excess of any provided for in the solicitation documents.

Hence this is the list of the removed items on the BOQ

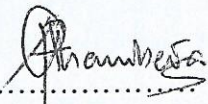
1. Stainless still cabinets pc 4 =12,000,000
  2. Open shelves stainless pc 4=20,000,000
  3. Oxygen carry 20ltrs pc 4=1,800,000
  4. Oxygen carry 50 ltrs pc 4=2,400,000
  5. Supply and fix pin board pc4= 400,000
  6. Unforeseen work 11,900,000
  7. New railed curtains pc 2=1,227,200
  8. Plumbing work sum =2 1,697,545.76
- Total + vat inclusive 60,681,200**

The contract price will be TZS.499,318,800/=

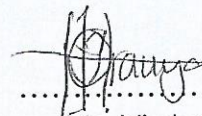
And the advance payment will be 30% it will be paid after the submission of insurance bond.

### 2021/5.0 CLOSING REMARKS

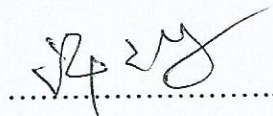
The chairman thanked members for their contributions, and registered best regards to M/S. LI JUN DEVELOPMENT CONSTRUCTION CO.LTD for the engagement ahead, hopping its success will improve the quality of services offered at the hospital and strengthen partnership between the parties. The meeting was closed at 13:30 PM.



Amos Chambega  
CHAIRMAN

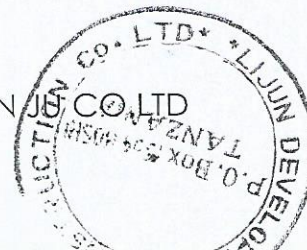


Mr. Victor Orauya  
RECORDER



MR. Xu li Jun

EXECUTIVE DIRECTOR LIN



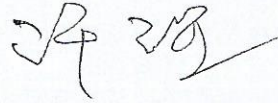
PRESENT MEMBERS OF NEGOTIATION FIELD SW

27.11.2021 AT KEMC CHIEF ACCOUNTANT OFFICE.

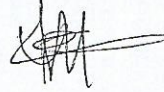
Amos Chamboza C. A



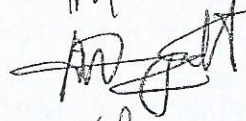
XU LI JUN LI



Victor P. Oranga



Eng. Rodney Shangali



Vivian Saria



Os. Costantina Borra

