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**GOVERNMENT OF THE REPUBLIC OF  
MALAWI**

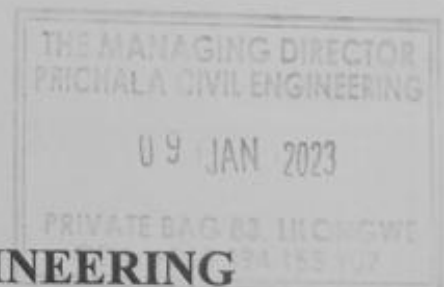
**CONTRACT**

**BETWEEN GOVERNMENT OF REPUBLIC OF MALAWI**

**ACTING THROUGH**

**LILONGWE DISTRICT COUNCIL**

**And**



**PRICHALA CIVIL ENGINEERING**

**For**

**THE CONSTRUCTION OF CONCRETE DECK BRIDGE AT  
NATHENJE RIVER-T/A CHADZA IN LILONGWE DISTRICT**

**CONTRACT NO.: MW-LLDC-315498-CW-RFB-LOT 5**

Signature

## (a) AGREEMENT

**THIS AGREEMENT** is made on the *10th* day of January 2023 between the Government of Malawi, acting through **Lilongwe District Council Of P.O. Box 93, Lilongwe, Malawi** (hereinafter called the Procuring entity), and Prichala Civil Engineering, P/Bag 83 (hereinafter called the Contractor), of the other part:

### WHEREAS

the procuring entity invited bids for works and Related Services, viz., Construction of a 30 tonne concrete deck bridge at Nthenje River in Lilongwe District and has accepted a Bid by the Contractor for the execution of those works at *Recommended Bid Price of MK63,415,545.00 (Sixty Three million kwacha, four hundred and fifteen thousand five hundred and forty five kwacha only)* (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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.,:
  - (a) the General Conditions of Contract;
  - (b) the Special Conditions of Contract;
  - (c) The Schedule of Requirements;
  - (d) The Bid submission form and the priced Activity Schedule or Priced Bill of Quantities Submitted by the contractor;
  - (e) The Employer's Notification to the Contractor of award of Contract;
  - (f) The Contractor's program for carrying out the works including Architect's Instruction;
  - (g) Minutes of meetings and letters between the parties;
  - (h) Annex 1 to Section 7- World Bank's fraud and Corruption policy
  - (i) Annex 2 to Section 7- World Bank's Environmental, Social, Health and Safety (ESHS) enhancements;
  - (j) the ESHS Management Strategies and Implementation Plans;
  - (k) Code of Conduct (ESHS);
  - (l) Labour Management Plan;
  - (m) Corrected Bid submission form and Error Declaration Document.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this agreement, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and Related Services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and related 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.

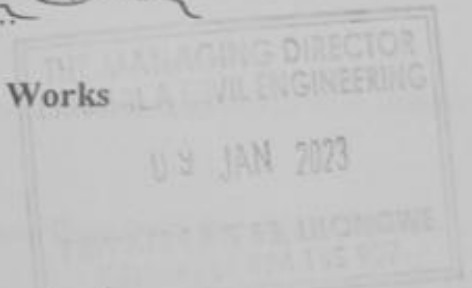
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Name : Dr Lawford Palani  
in the capacity of : District Commissioner  
Signature..... (for the Procuring Entity)



**Witnessed by**

Name : S. Chipchaka  
Signature :  
in the capacity of : Director of Public Works



Name : CHARLES CHILUNDA  
in the capacity of : MANAGING DIRECTOR  
Signature..... (Contractor)



**Witnessed by**

Name : Joseph Kamau  
Signature :  
in the capacity of : Administrative Officer