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M'MBELWA DISTRICT COUNCIL  
P.O. BOX 132  
MZIMBA MALAWI

All correspondence should be addressed to

The District Commissioner

## Contract Agreement

THIS AGREEMENT made the 30<sup>th</sup> day of January, **2023**, between **Government of the Republic of Malawi** acting through M'mbelwa District Council (hereinafter "the Employer"), of the one part, and **Violet Kachali** carrying on business as **Kanthunkako Construction, P.O. Box 235, Mzimba** (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desirous that the Contractor execute construction works of Ekwendeni Police Unit block and the Employer has accepted the bid by the contractor for the execution and completion of such works and remedying of any defects therein for the sum of **MK63,042,539.21(Sixty three million forty two thousand five hundred thirty nine kwacha 21/100)** hereinafter called the Contract price.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) Negotiation Minutes
  - (b) the Bid Document
  - (c) the Particular Conditions
  - (d) the General Conditions of Contract, including appendix;
  - (e) the Specification
  - (f) the Drawings
  - (g) Bill of Quantities;<sup>1</sup> and

(h) any other document **listed in the PCC** as forming part of the Contract;

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the construction on lumpsum basis to remedy defects therein in conformity in all respects with the provisions of the Contract.

Subject to Deductions noted in this contract, the client agrees to pay the contractor as follows;

<u>Stage of Completion</u> <u>Stage</u>	<u>% of Contract Value</u>	<u>MK Contract Value Per</u>
i. Mobilization	20%	19,844,945.92. 12,608,507.84
ii. Excavation and Foundation	25%	24,806,182.41 15,760,634.80
iii. Super Structure and Roofing	20%	19,844,945.92. 12,608,507.84
iv. Beam Filling Drainage and Painting	20%	19,844,945.92. 12,608,507.84
v. Demobilization	10%	9,922,472.96. 6,304,253.92
vi. Retention Fee	5%	4,961,236.48. 3,152,126.96
Total Contract Fee	100%	99,224,729.63. 63,042,539.21

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Supply and Delivery 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 the laws of [Malawi] on the day, month and year specified above.

Signed  
by: Rodney K.A. Simwaka

DISTRICT COMMISSIONER

in the  
presence of:  
Witness, Name, Signature, Address, Date

Signed by:

for and on behalf of **Glassias Civil & Building Contractors**

**KANTHUNKAKO CONSTRUCTION**

in the  
presence of:  
Witness, Name, Signature, Address, Date

