

## (a) AGREEMENT

THIS CONTRACT AGREEMENT is made on the 5 day of November, 2021

### BETWEEN

**LILONGWE DISTRICT COUNCIL**, acting on behalf of the Government of Malawi, and having its principal place of business at P.O. Box 93, Lilongwe, Malawi (hereinafter called "the Employer"),

### AND

**SOUTHGATE CONSTRUCTION** incorporated under the laws of Malawi and having its principal place of business at P.O. Box 1966, Lilongwe, Malawi (hereinafter called "the Contractor").

WHEREAS the Employer is desirous that the Contractor execute *Construction Of Fence & 2 No Toilets - In Traditional Authority Kabudula In Lilongwe District Under District Development Fund- {DDF} And Water Fund - LOT I- Construction of Fence and 2 No Toilets at Kabudula Community Hospital- T/A Kabudula* (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the sum of *MWK22,467,307.73 (Twenty Two Million Four Hundred Sixty Seven Thousand Three Hundred and Seven Kwacha Seventy Three Tambala 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:
  - (a) The Contract Agreement ( if completed)
  - (b) Minutes of Contract Negotiations (if any)
  - (c) the Notice of Acceptance
  - (d) the Letter of Bid
  - (e) the Special Conditions of Contract
  - (f) the General Conditions of Contract
  - (g) the Particular Specifications
  - (h) the Standard Specifications for Routine Term Maintenance Works
  - (i) the Drawings and
  - (j) the priced Bill of Quantities
  - (k) the ESHS Management Strategies and Implementation Plans; and
  - (l) Code of Conduct (ESHS).
  - (m) the completed Qualification Information Forms and any other documents forming part of the Contract
3. 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.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 thereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by:   
Name: **LAWFORD T. PALANIYANDIAR**  
Designation: **DISTRICT COMMISSIONER**  
Date: 30/11/2021

**THE DISTRICT COMMISSIONER  
LILONGWE DISTRICT COUNCIL  
30 NOV 2021  
P.O. BOX 93, LILONGWE  
MALAWI**

Signed by:   
Name: **WAHEED C. DAUDI**  
Designation: **MANAGING DIRECTOR**  
Date: 05/11/21

SIGN H

for and on behalf of the Employer

for and on behalf the Contractor

in the presence  
of:

Name:

**S. CHIPHAKA**

Signature:



Designation:

**DIRECTOR OF PUBLIC  
WORKS**

Address:

**P.O BOX 93, LILONGWE**

Date:

30/11/2021

in the  
presence of:  
Name:

**SUMAES MAONGA**

Signature:



Designation:

**ADMIN**

Address:

**P.O Box 1966 LI**

Date:

05/11/21