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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 13th day of December, 2021, between. **M'mbelwa District Council (Wateleka Health Post in Mzimba Solola)** of Mzimba District (hereinafter "the Employer"), of the one part, and **Kanthunkhako Construction of P.O. Box 235, Mzimba** (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Renovation of Clinic and Staff House Completion at Wateleka Health Post in **M'mbelwa District Council under GESD Funds** should be executed by the Contractor and has accepted the contract at a Contract sum of **MK 15,478,603.00 (Fifteen Million Four Hundred Seventy-Eight Thousand Six Hundred Three Malawi Kwacha Only)**; for the execution and completion of the Construction within **60 days** from date of contract signing and the remedying of any defects therein,

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) the Letter of Acceptance
 - (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;¹ 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 supply and delivery 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 following amounts for each stage of work completed

| <u>Stage of Completion</u> | <u>% of Contract Value</u> |
|--|----------------------------|
| i. Sub structure to Slab | 20% |
| ii. Substructure, Lintel, Roofing | 67% |
| iii. Finishing Including Door/ Window Fixing and Drains | 13% |
| | 100% |


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: 
DISTRICT COMMISSIONER

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

Signed by: 
for and on behalf **Kanthunkhako Construction**

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

