

Contract Agreement

Procurement REF. No: **MW-DDC-415614-CW-RFQ**

THIS AGREEMENT made the **6th** day of **June, 2024** between **Dowa District Council of P/Bag 2 Dowa** (Hereinafter "the Employer"), of the one part, and **Infra-Dev Contractors of P.O BOX 20004 Kawale, Lilongwe** (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer invited a Quotation for the execution of Works, **Completion of Chibanzi Health Post Works** and has accepted the Quotation by the Contractor for the Works at the Contract Price of **MWK67,363,537.51** **(Sixty Seven Million Three Hundred Sixty Three Thousand Five Hundred Thirty Seven Kwacha and Fifty One Tambala)**

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 Award of Contract
 - (b) the Contractor's Quotation
 - (c) the Conditions of Contract, including Appendices
 - (d) the Specifications
 - (e) the Drawings
 - (f) Bill of Quantities;
 - (g) Code of Conduct for Contractor's Personnel (ES). And
 - (h) Minutes of the Contract Negotiations if any
 - (i) Minutes of the meetings and letters between parties
 - (j) Acceptance Letter
 - (k) World Bank Fraud and corruption policy
 - (l) World Environment, Social, Health and Safety including SEA/HS Matrix
 - (m) Code of Conduct
 - (n) Labour Management Plan
 - (o) The Contractor's program for carrying out of the Works including Project Manager's instructions

- (p) Corrected Bid Submission Form and Error Declaration Document
(q) Environmental and Social Management Plan
(r) Any other document listed in the CC 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 Works and to remedy 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 hereto have caused this Agreement to be executed in accordance with the laws of Malawi on the day, month and year specified above.

Signed: _____

(for the Employer)

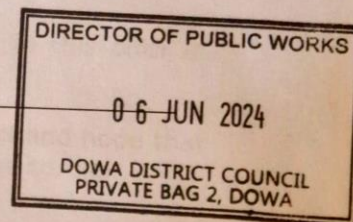
Name: STANLEY MUMAMANDA

Position: District Council

Witnessed by:
Signed: _____

Name: OSCAR KUMWENDA

Address: _____



Signed: _____

Name: George Malaya

(for the Contractor)

Position: M.D

Witnessed by:
Signed: _____

Name: HAPPY

Address: 20004 Lilongwe

