

GOVERNMENT OF THE REPUBLIC OF MALAWI

CONTRACT DOCUMENT

BETWEEN

**GOVERNMENT OF THE REPUBLIC OF
MALAWI**

acting through

**ZOMBA DISTRICT COUNCIL
P.O.BOX 23**

AND

**MODERN WAYS CONSTRUCTION
P.O.BOX 3384
BLANTYRE**

FOR THE

**CONSTRUCTION OF NAMADIDI MARKET SHED AND TWO
DOUBLE HOLE TOILET IN CHANGALUME CONSTITUENCY IN
ZOMBA DISTRICT**

**CONTRACT REFERENCE NO:
RFQ/ZADC/DDF/2022/2023/04**

DATE: 06TH JANUARY, 2023



**AGREEMENT FOR THE CONSTRUCTION OF NAMADIDI
MARKET SHED AND TWO DOUBLE HOLE TOILET IN
CHANGALUME CONSTITUENCY IN ZOMBA DISTRICT**

THIS AGREEMENT is made on the **06th day of January Two thousand and Twenty-Three (2023)**

BETWEEN

(1) ZOMBA DISTRICT COUNCIL, P.O.BOX 23 ZOMBA
("The Employer")

AND

(2) MODERN WAYS CONSTRUCTION
P.o.Box **3384**
BLANTYRE
("The Contractor")

Procurement Reference No: RFQ/ZADC/DDF/2022/2023/04

WHEREAS the Employer is desirous that the Contractor execute **Construction of Construction of Namadidi Market Shed And Two Double Hole Toilet** (hereinafter called "the works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such construction and the remedying of any defects therein for the sum of

MK41,342,733.80 (Forty-One Million, Three Hundred and Forty-Two Thousand Seven Hundred Thirty Three Kwacha Eighty Tambala) (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

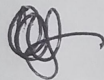
(f) Notice of Acceptance

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 provision 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.

5. The Contract Price or such other sum as may be payable shall be paid in Malawi Kwacha. 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:



(for the Employer)

Name:

AK Chamla

Position:

DC

Witnessed by:

Name:

Mhwa Hany

Address:

Signed by:



(for the Contractor)

Name:

LETUS K. MANDOWA

Position:

MANAGING DIRECTOR

Witnessed by: LAYEWO MPOPO

BUILDING FOREMAN

Name:

