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The District Commissioner



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

Contract Agreement

THIS AGREEMENT made the 30th day of January, 2023, between. **M'mbelwa District Council (Project)** of M'mbelwa District Council (hereinafter "the Employer"), of the one part, **Masa Construction of P.O. Box 770, Mzuzu.** (Hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Construction Works of **WATER SUPPLY SYSTEM AT MAKILINDENI** 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 18,275,008,36 (Eighteen Million Two Hundred Seventy-Five Thousand Eight Malawi Kwacha Thirty-Six Tambala Only)**. for the execution and completion of Construction Completion 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 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%	3,655,001.67.
ii. Excavation and Foundation	25%	4,568,752.09
iii. Super Structure and Roofing	20%	3,655,001.67.
iv. Beam Filling Drainage and Painting	20%	3,655,001.67.
v. Demobilization	10%	1,827,500.84.
vi. Retention Fee	5%	913,750.42.
Total Contract Fee	100%	18,275,008.36.

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

Signed by:

Masa Construction

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

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



