

Telephone: (265) 01 342 255

(265) 01 991 012

Fax: (265) 01 342 274



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 30th day of January, 2023, between **Government of the Republic of Malawi** acting through M'mbelwa District Council (hereinafter "the Employer"), of the one part, and

Violet Kachali carrying on business as **Kanthunkako Construction, P.O. Box 235, Mzimba** (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desirous that the Contractor execute construction works of staff house at Kamwe Health Centre and the Employer has accepted the bid by the contractor for the execution and completion of such works and remedying of any defects therein for the sum of **MK36,182,190.21 (Thirty six million one hundred eighty two thousand one hundred ninety kwacha 21/100)** hereinafter called the Contract price.

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) Negotiation Minutes
 - (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% | 19,844,945.92. 7,236,438.04 |
| ii. Excavation and Foundation | 25% | 24,806,182.41 9,045,547.53 |
| iii. Super Structure and Roofing | 20% | 19,844,945.92. 7,236,438.04 |
| iv. Beam Filling Drainage and Painting | 20% | 19,844,945.92. 7,236,438.04 |
| v. Demobilization | 10% | 9,922,472.96. 3,618,219.02 |
| vi. Retention Fee | 5% | 4,961,236.48. 1,809,109.51 |
| Total Contract Fee | 100% | 99,224,729.63. 36,182,190.21 |

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

in the
presence of:

Witness, Name, Signature, Address, Date

Signed by:

for and on behalf of Glassias Civil & Building

Contractors

KANTHUNKAKO CONSTRUCTION

in the
presence of:

Witness, Name, Signature, Address, Date

