

Contract Agreement

Procurement Reference No: Mw-DODC-456685-CW-RFQ

THIS AGREEMENT made the **27th** day of **February 2025** between Dowa District Council of Private Bag 2, Dowa (hereinafter called "the Employer"), of the one part, and **TILIMBIKILE CONSTRUCTION** of **P.O Box 30470, Lilongwe** (hereinafter called "the Contractor"), of the other part:

WHEREAS the Employer is invited a Quotation for the execution of the works , **Construction of Dowa Turn Off Market Shed** and has accepted the Quotation by the contractor for the works at the contract price of **MK251,042,869.36 (Two Hundred Fifty One Million Forty Two Thousand Eight Hundred Sixty Nine Kwacha Thirty Six Tambala)**.

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. This Agreement shall prevail over all other contract documents

- (a) The letter of Award of Contract
- (b) The Contractor's Quotation
- (c) The Condition of contract , including Appendices
- (d) The Specifications
- (e) The Drawings
- (f) Bill of Quantities
- (g) Code of Conduct for the Contractor's Personal (ES)
- (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) Corrected Bid Submission Form and Error Declaration Document

- (p) Environmental and Social Management Plan
 - (q) Corrected Bid Submission Form and Error Declaration Document
 - (r) Environmental and Social Management Plan
 - (s) 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 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 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.

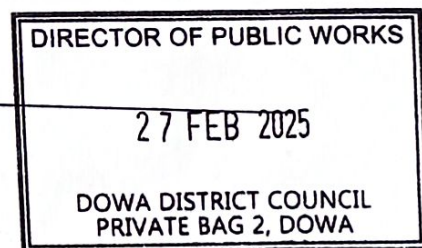
IN WITNESS whereof the parties thereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed: _____ (for the Employer)

Name: STANLEY MUTHURUA Position: District Commissioner

Witnessed by: _____
Signed: _____

Name: OSCAR KUMWENDA Address: _____

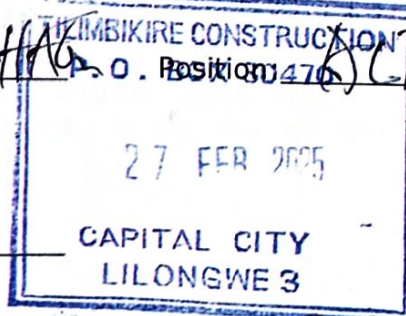


Signed: _____ (for the Contractor)

Name: MISATI KULHAG Position: ACTING MANAGING DIRECTOR

Witnessed by: _____

Signed: _____



Name: Phillip Jere Address: P.O. Box 30470, Lilongwe 3