

Contract Agreement

Procurement Reference No: **MCC/WORKS/21/07/01 Lot 3**

THIS AGREEMENT is made on the 30th day of the month of, June, 2022, between Mzuzu City Council of P.O. Box 1, Mzuzu (hereinafter called "the Employer"), of the one part, and Hema Construction Ltd of P.O. Box 31200, Lilongwe (hereinafter called "the Contractor"), of the other part:

WHEREAS the Employer is desirous that the Contractor execute Upgrading of Choma Turn-Off to Dunduzu (M1) Road Block and Tafika Butchery to Nkhorongo Road To Bitumen Standard (Hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the sum of MK3,035,607,394.50 (Three Billion Thirty-Five Million Six Hundred Seven Thousand Three Hundred Ninety-Four Kwacha Fifty Tambala only) (hereinafter called the Contract Price) within a period 1096 calendar days.

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) this Contract Agreement (if completed)
 - b) the Minutes of Contract Negotiations (if any)
 - c) the Letter of Acceptance
 - d) the Letter of Bid
 - e) the Special Conditions of Contract
 - f) the General Conditions of Contract
 - g) the Particular Specifications
 - h) the Standard Specifications (SATCC 1998, reprinted 2001)
 - i) the Drawings and
 - j) the Priced Bill of Quantities
 - k) the Completed Qualification Information Forms and any other documents 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.
5. The contract Price or such other sum as may be payable shall be paid in US dollars and 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: **Mr. Gomezgani E. Nyasulu**

Authorized Representative Position

Position: **Chief Executive Officer**

Signature: _____

Date: _____



Witness by name: **Mr. Frazer Bondwe**

Position: **Project Manager**

Signature: _____

Date: _____

Signed by (for the Contractor)

Name: **Mr. Henry Hastings Mahowe**

Authorized Representative Position

Position: **Managing Director**

Signature: _____

Date: _____

Witness by name: **KONDWANI SINGANI**

Position:

Signature: _____

Date: _____