



GOVERNMENT OF THE REPUBLIC OF MALAWI

CONTRACT DOCUMENT

BETWEEN

GOVERNMENT OF THE REPUBLIC OF
MALAWI

acting through

ZOMBA DISTRICT COUNCIL
P.O. BOX 23
ZOMBA

AND

FIDELIS BUILDING AND CIVIL CONTRACTORS
P.O. BOX 330
ZOMBA

FOR THE

CONSTRUCTION OF MATANDANI 1 & 2 CONCRETE BRIDGES
AND 5 BOX CULVETS IN ZOMBA DISTRICT

ZOMBA

AND

**FIDELIS BUILDING AND CIVIL CONTRACTORS
P.O. BOX 330
ZOMBA**

FOR THE 

**CONSTRUCTION OF MATANDANI 1 & 2 CONCRETE BRIDGES
AND 5 BOX CULVERTS IN ZOMBA DISTRICT**

**CONTRACT REFERENCE NO:
CONTRACT NO: MW-ZADC-316658-CW-RFB**

DATE: 06th February, 2023



**AGREEMENT FOR THE CONSTRUCTION OF MATANDANI 1 & 2
CONCRETE BRIDGES AND 5 BOX CULVERTS IN ZOMBA
DISTRICT**

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

BETWEEN

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

AND

(2) FIDELIS BUILDING AND CIVIL CONTRACTORS
P.o.Box 330
ZOMBA

("The Contractor")

Procurement Reference No: Contract No: MW-ZADC-316658-CW-RFB

WHEREAS the Employer is desirous that the Contractor execute **Construction of Matandani 1 & 2 Concrete Bridges and 5 Box Culverts in Zomba District** (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 **MK119,253,823.15 (One Hundred Nineteen Million, Two Hundred Fifty Three Thousand Eight Hundred Twenty Three Kwacha Fifteen Tambala)** (hereinafter called the Contract Price)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

_____ do hereby respectively

WHEREAS the Employer is desirous that the Contractor execute **Construction of Matandani & 2 Concrete Bridges and 5 Box Culverts in Zomba District** (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 **MK119,253,823.15 (One Hundred Nineteen Million, Two Hundred Fifty Three Thousand Eight Hundred Twenty Three Kwacha Fifteen 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:

(c) the Employer's Acknowledgement of Receipt

(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.

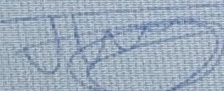
Signed by:  (for the Employer)

Name: Reinhard Chavula

Position: DC 06 FEB 1973

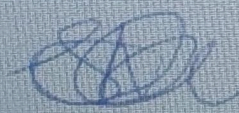
Witnessed by: 

Name: MAMA HIRAP Address:

Signed by:  (for the Contractor)

Name: JOSEPH MADOKO

Position: MD 06 FEB 2013

Witnessed by: 

Name: SUSAN CHIMENYA

