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*In reply please quote Ref. No.*

*All Communications should be addressed to:  
The District Commissioner*

District Commissioner  
P.O. Box 1,  
CHITIPA.

## Agreement

THIS AGREEMENT made the 19<sup>th</sup> January, 2023, between Chitipa District Council of P.O. Box 1, Chitipa (hereinafter called "the Employer"), of the one part, and B & R Construction of P.O. Box 30895, Lilongwe (hereinafter called "the Contractor"), of the other part:

WHEREAS the Employer is desirous that the Contractor execute **Construction of Bus Depot (first phase: Fence, Gate, Guard Room and Bus Shelter Renovation) at Chitipa Boma** (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 **60 days** for the sum of **K40,000,000.00 (Forty million kwacha only)**

(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:
  - (a) the General Conditions of Contract;
  - (b) the Special Conditions of Contract;
  - (c) the Schedule of Requirements;
  - (d) the Bid Submission Form and the priced Activity Schedule or priced Bill of Quantities submitted by the Contractor;
  - (e) the Employer's Notification to the Contractor of award of contract; and
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.

The Contract Price or such other sum as may be payable shall be paid in Malawi Kwacha.

6. Subject to the deductions note in sections 2 to 5 below, the client agrees to pay the following amounts for each stage of work completed:

Stage of Completion	% of Contract Value	Amount (Malawi Kwacha)
Preliminaries, Fence and Gate	50	20,000,000.00
Guard Room and Bus Shelter Renovation	45	18,000,000.00
Retention	5	2,000,000.00
Total		K40,000,000.00

7. Retention fee will be applicable and will be kept for 6 months.  
8. A work progress certificate will be issued by client before any payment is made.

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.

Prepared by: .....

Name: Francis Mthikira Procurement Officer, Chitipa District Council

Signed by: ..... (for the Employer)

Name: Macmillan Magomero in the capacity of District Commissioner

Witnessed by: .....

Name: Gift Msonyoya DOF, Chitipa District Council

Signed by: ..... (for the Contractor)

Name: Absolom Ndhlovu  
Position: Managing Director,  
B & R Construction

Witnessed by: ..... (Procuring Entity)

Name: Misheck Gondwe  
Senior Engineer, Chitipa District Council