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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 29<sup>th</sup> day of November, 2022, between Chitipa District Council of P.O. Box 1, Chitipa (hereinafter called "the Employer"), of the one part, and Mwenekumbilo Constructions of P.O. Box 35, Karonga (hereinafter called "the Contractor"), of the other part.

WHEREAS the Employer is desirous that the Contractor execute Construction of Girls Hostel at Namatubi CDSS (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 90 days for the total sum of K65,686,960.00 (Sixty five million six hundred eighty six thousand nine hundred and sixty kwacha only)

(hereinafter called the Contract Price)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

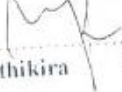
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the General Conditions of Contract;
  - (b) the 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.
5. 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
Substructure	30	19,706,088.00
Super Structure and Roof	38	24,961,044.00
Finishing	27	17,735,480.00
Retention	5	3,284,348.00
Total		K65,686,960.00

7. 5% of the contract sum will be retained for 6 months after successful completion of the contract.
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:  (Procuring Entity)  
Name: **Francis Mthikira** Position: **Procurement Officer, Chitipa District Council**

Signed by: \_\_\_\_\_ (for the Employer)  
Name: **Macmillan Magomero** in the capacity of **District Commissioner**


Witnessed by:   
Name: **Gift Msowoya**

**DOF, Chitipa District Council**

Signed by:   
Name: **Grace Msukwa**

(for the Contractor)  
Position: **Managing Director**  
**Mwenekumbilo Constructions**



Witnessed by:   
Name: **Misheck Gondwe**

(Procuring Entity)  
**Senior Engineer, Chitipa District Council**