

Contract Agreement

Procurement REF. No: **MW-DODC-524526-CW-RFQ**

THIS AGREEMENT made the 20th day of January, 2026 between **DOWA DISTRICT COUNCIL** of **P/BAG 2 DOWA** (Hereinafter "the Employer"), of the one part, and **PHALAZI INVESTMENTS** of **P.O BOX 1967, LILONGWE** (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer invited a Quotation for the execution of Works, **Construction of Sidze Health Post** and has accepted the Quotation by the Contractor for the Works at the Contract Price of **MWK384,848,614.52** (Three Hundred Eighty-Four Million Eight Hundred Forty-Eight Thousand Six Hundred Fourteen Kwacha and Fifty-Two Tambala)

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents 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 Conditions of Contract, including Appendices
 - (d) the Specifications
 - (e) the Drawings
 - (f) Bill of Quantities;
 - (g) Code of Conduct for Contractor's Personnel (ES). And
 - (h) Minutes of the Contract Negotiations
 - (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) The Contractor's program for carrying out of the Works including Project Manager's Instructions

- (p) Corrected Bid Submission Form and Error Declaration Document
- (q) Environmental and Social Management Plan
- (r) 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 specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy 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 hereto have caused this Agreement to be executed in accordance with the laws of Malawi on the day, month and year specified above.

Signed: _____

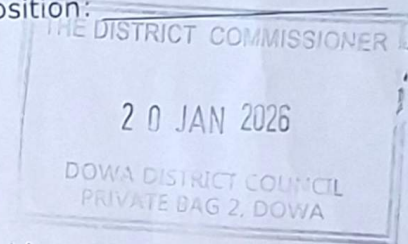
(for the Employer)

Name: _____

Position: _____

Witnessed by: _____
Signed: _____

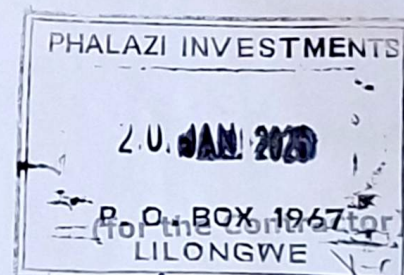
Name: Collins Gank



Address: _____

Signed: _____

Name: Abel Phalazi



Position: Managing Director

Witnessed by: _____
Signed: Hoyas Kalemba

Name: _____

Address: P.O. Box 1967 LL