

AGREEMENT FORM MUNICIPALITY



AN AGREEMENT made the _____ day of Two thousand and _____
 Between _____ (hereinafter called
 'the Contractor') of the one part And The Municipal Commissioners of _____
 (hereinafter called "the Commissioners") of the other part WHEREAS the Contractor has by
 a tender, dated _____ offered to provide, supply, deliver, erect construct, lay and
 maintain and all other works set out in the Schedule hereto AND WHEREAS the said tender
 has been accepted by the Commissioners AND WHEREAS it is necessary that the contract so
 entered into should be embodied in a document in writing in the form hereinafter appearing;

NOW IT IS AGREED as follows:

1. The Contractor shall in accordance with the condition set out below do and execute the works set out in the Schedule hereunder written in consideration of the payments therein set out.
2. The contract embodied in this document shall be in substitution for the contract entered into by tender and acceptance as herein before recited which contract shall be deemed to be null and void in so far as it differ from the contract herein contained.

CONDITIONS

1. The work is to be carried on with due diligence and all works executed is to be done in the most substantial and workman like manner. The materials used, when supplied by the contractor are to be of the best quality and in all cases are to be subject to the approval of the Chairman for the time being whose decision as to the rate of progress and the quality of work or materials shall be final.
2. The quantity of work executed shall be measured and payments made on the satisfactory completion of the work.
3. In the case of delay, bad work or materials the Chairman may remove the same and have them replaced, deducting the value of the work rejected or materials removed, or the cost of replacing the same as he may think proper, from any amount due or that may become due to the party making this tender.
4. The designs, drawings and instructions in writing relating to the work signed by the Chairman and lodged in his office for inspection during office hours shall be strictly conformed to.
5. *The Chairman shall have power to make any alterations in the original designs or instructions that may appear to him to be necessary during the progress of the work and such alteration shall be carried out on the same condition as agreed to in respect of the main work within such time as the Chairman may, in writing, when specifying the alterations, direct. Extra work, if any necessitated by such alterations shall be paid for—
 - a) at the rates already agreed to if it be of the same nature as specified in the agreement.
 - b) at the rates mentioned in the schedule of rates maintained by the Commissioners if it be of a different nature and there be no rate agreed upon for such work, and,
 - c) At the rates deemed to be reasonable by the Chairman on an analysis of the current market rates of labour and materials, if the extra items are not included in the schedule of rates maintained by the municipality.

Such alterations shall not invalidated the contract but the time for completion of the work will be extended in the proportion that the extra work bears to the original contract work.

6. If it shall appear to the Chairman that any work has been executed with unsound

imperfect or unskilful workmanship or with materials of an inferior description, the Contractor shall on demand in writing forthwith rectify, remove or reconstruct in whole or in part, as the case may require, without any additional charge; and in the event of his refusing to do so within a period specified by the Chairman or in the case of failure to remove from the site of the work within a specified period any materials or articles which are considered of unsound or inferior quality, and are not in accordance with the terms of the contract and to provide immediately suitable materials or articles in lieu of those condemned, then damages shall be paid at the rate of one per cent on the amount of the estimate for every day not exceeding 10 days for failure to comply with the written demand of the Chairman.

7. Should the Chairman consider that work, although not executed in strict accordance with the specification, may be allowed to stand, he is empowered to pay for the same at such reduced rates as he may fix, but this proceeding is quite optional on his part.

8. A deduction of 10 per cent of the value of work done to be made from the Contractor's bill in case the work is not completed within the time noted below.

The Schedule above referred to.

Name of work	No. of item	Class and description of work	Quantity of work to be executed	Unit of calculation	Rate of Payment	Date of completion
1	2	3	4	5	6	7

Signature of the contractor with date _____

Signature of witness with date _____

Signature of the Chairman of the Municipality with date _____

Signature of a Municipal Commissioner with date _____

Dated this 20 _____

Between _____

And _____

The Municipal Commissioners of _____