

APPENDIX XVI.

DUTCH AUCTION SYSTEM

(Vide paragraph 210 c in the code.)

Draft form of Agreement.

Articles of agreement made this.....day of..... 19.....
 between the Governor of Tamil Nadu (hereinafter called the Governor which expression shall where the context so admits include his successors in office and assigns of the one part and.....of.....
 (hereinafter called "the Contractor" which expression shall where the context so admits include his heirs, executors, administrators and legal representatives) of the other part.

Whereas it has been agreed by and between the parties hereto that the Contractor shall effect the clearance of prickly-pear bushes, trees, etc., over the area and in accordance with the measurements set forth in Schedule "A" hereto in the manner set forth in Schedule B hereto such work to be carried out and completed in accordance with the conditions set forth in Schedule C hereto and to be paid for as therein provided, the terms and provisions contained in the said schedules hereto being read with and forming part of this contract; and whereas the contractor has deposited with.....the sum of rupees..... equivalent to 5 per cent of the amount specified in the clause below as security for the due fulfilment of the contract to the satisfaction of the Executive Engineer.

Now, it is hereby agreed that in consideration of the payment of the sum of Rs.the contractor will upon and subject to the conditions set forth in Schedule B and C hereto execute and complete the works entered in Schedule A.

In witness whereof the Contractor and the Officer-in-charge of..... Division, Public Works Department acting on behalf of and by the order and direction of the Governor of Tamil Nadu have hereunto set their hands the day and the year first above written.

witnesses to the signature of the Contractors

Signature of the Contractor.

Signature of the Officer in charge of Division

Witnesses to the signature of the officer in-charge of Division, Public Works Department.

SCHEDULE A

Measurement of work to be done (to be signed by the contractor as well as the officer entering into the contract).

Measurement.					Supplimental list.					Description which work was ordered.
Description of the locality.	Measurement.		Area.	Total area.	Description of the locality.	Measurement.		Area.	Total area.	
(1)	length.	Breadth.	(4)	(5)	(6)	Length.	Breadth.	(9)	(10)	(11)

SCHEDULE B.

Specification for the work and the Contractor's schedule of quantities and price.

Specification for the removal of bushes, trees, prickly-pear, etc., on the Dutch Auction system.

The prickly-pear shrubs, weeds and grass shall be cleared and the roots shall be thoroughly grubbed up. These shall be disposed of in one of the ways specified below as directed by the Division Office.—

(a) They may be removed to a convenient spot and shall be completely burnt, or

(b) They may be buried in pits with at least one foot depth of earth on the prickly-pear at ground level. These pits may be dug in the bed of the tank or at any place shown to him by the officer deputed by the Executive Engineer.

Under no circumstances shall cleared stuff be thrown by the side of or heaped on existing vegetation, without one of the aforesaid steps being taken for its construction.

SCHEDULE C.

Schedule of conditions of contract.

1. Works referred to.—The measurements entered in detail in Schedule A show the area over which the clearance of prickly-pear bushes, trees, etc., has to be done and they shall be carefully followed.

2. Works and specifications.—The work shall be carried out to the satisfaction of the Executive Engineer, Division (hereinafter called the Executive Engineer) in accordance with his directions and in compliance with the said measurements, specification and written instructions in explanation of the same as may from time to time be given by the Executive Engineer or his authorised representatives at the spot.

3. Power of Executive Engineer to order removal of improper work.—In case of default on the part of the Contractor to carry out the work in accordance with the specifications, the Executive Engineer shall have power to employ and pay other persons to carry out the same at the Contractor's risk and all expenses consequent thereon or incidental thereto shall be borne by the contractor and shall be recoverable from him by the Government of Tamil Nadu (hereinafter called the Government) or may be deducted by the Government from the security deposits mentioned in clause 8 below or from any moneys due or that may become due to the Contractor.

4. Defects after completion.—Any defects or other faults which may appear within one month after completion of the work shall upon the direction in writing of the Executive Engineer, be amended and made good by the contractor at his own cost, failing which the Executive Engineer shall pay him such reduced amount as he thinks fit or deal with him as provided for under clause 8. The final payment for the work shall therefore be deferred for such period as herein mentioned after the date of completion.

5. Date of commencement and completion.—The Contractor shall forthwith commence work and complete the same within a period of calendar months after the date of commencement subject nevertheless to the provision for extension of time hereinafter contained. Time shall however be considered as of the essence of this agreement.

6. Extension of time.—If in the opinion of the Executive Engineer the works shall have been delayed on account of any reasonable cause the Executive Engineer may grant in writing a fair extension of time for completion.

7. Payment and certificate.—The executive Engineer will cause only one final payment to be made to the Contractor if the total amount of the contract is Rs. 300 and less, but if the contract amount exceeds Rs. 300 he may cause intermediate payments to be made upon certificates to be issued at reasonably frequent intervals either by himself or by an officer of a rank not less than that of an Assistant Engineer to the extent of 75 percent of the value of work executed by the Contractor. The balance of 25 per cent will be dealt with as provided below. The contractor when applying for a certificate shall furnish to the Executive Engineer a statement of measurements of the work executed, based on the original detailed estimate of quantities included in Schedule D together with a bill,

In calculating the amount of each item due to the contractor in every bill submitted for payment under this contract, sums of less than 2.5 paise shall be omitted and sums of 2.5 paise and more but not exceeding five paise shall be reckoned as five paise. The amount shall be rounded to the nearest rupee, sums of less than fifty paise being omitted and sums of fifty paise and more being reckoned as one rupee.

8. Security deposits.—In cases where the contract amount exceeds Rs. 300 the 25 per cent of the value of the executed work, withheld from intermediate bills under clause 7 above, will be treated as further security in addition to the security deposit mentioned in the agreement. These security deposits or so much thereof as may be returnable will be refunded after the expiration of the period fixed in clause 4 above. If the contractor fails to start the work forthwith or to execute the work within the period fixed in clause 4 or within such extended time as may be allowed under clause 6 or if the contractor shall be guilty of a breach or non-observance of any of the conditions herein contained and to be performed or observed by him it shall be lawful for the Executive Engineer, in addition and without prejudice to the other rights and remedies of the Government, to determine the contract and such determination shall carry with it the forfeiture of the security deposits mentioned above together with the value of such work as may have been executed and not paid for or such portion of such sums as may be decided by the Executive Engineer.