

APPENDIX VII

AGREEMENT FOR HIRING GOVERNMENT TOOLS AND PLANT.

(Vide paragraphs 340 (4) of the Tamil Nadu Public Works Department Code)

An agreement made theday of.....198 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 one part and(hereinafter called the hirer which expression shall where the context so admits include his heirs, successors, administrators, legal representatives and assigns) of the other part.

Whereas the hirer has applied to the Government of Tamil Nadu (hereinafter called the Government) for the hire of the tools and plant described in the Schedule hereto for use on *(and has deposited with the Government the sum of Rs. as security for due performance and observance of the terms and conditions and stipulations herein contained).

Now it is hereby agreed as follows :

1. The Government shall let to the hirer and the hirer shall take and hire from the Government from the date hereof the tools and plant which are specified in the schedule hereto and which are hereinafter called the said tools and plant for the period of

months

_____ from this day,
days are not exceeding one Calendar month

2. The Hirer shall pay in cash to the Government an advance on the _____ day of each month (the first of such payments to be in arrears on the _____ day of each month (the last of such payments to be made on _____ day of _____ 198 .

_____ made on the day following the last day of the hiring)

as rent for the hire of the said tools and plant at the rate of Rs.

each complete month and at the rate of Rs. _____ per diem for a fraction of a month subject to the maximum of the monthly rent, during continuance of the hiring which will be from the time the said tools and plants leave Stores at _____ till they are returned to the said stores.

If after the said tools and plant has been taken charges of by the Hirer any alterations or improvements are made at the cost of the Government the Hirer shall pay such enhanced monthly daily rent as may be fixed by the Executive Engineer of the division concerned or the General Superintendent, Public Works Works-shops and stores, Madras under the rule with reference to the enhanced value of the said tools and plant.

NOTE—If the hire is for a period less than one month, then for a portions of the above clause relating to the date of payment, the following should be entered.

In advance on _____ day of _____ 198 .
In arrears on _____ day following the last day of hiring.

* Here enter the words "Government Works" or "Non-Government Works", or "Work of the Municipality" or "Works of the Panchayat union" as the case may be.

3. The hirer shall not use the said tools and plant on any non-Government works.

NOTE:—Strike out this clause if the tools and plant are issued on hire to Municipalities and local bodies for use on works of those bodies or to contractors specially for use on non-Government works.

4. The hirer shall keep the said tools and plant in good order and condition and make good all damage (fair wear and tear being excepted) whether by accident or fire or otherwise, and shall at the determination of the period of hiring pay to the Government the cost of replacing or repairing such of the said tools and plant or parts thereof as may be broken missing or specially damaged or lost during the continuance of the hiring as explained in clause 2 supra. The cost of repairing damages will be that actually incurred for the purpose by the workshops at.....including the usual indirect and centage charge, while the cost of replacement will be either the original book value or the current market value, whichever is higher.

It shall be lawful for the Government to reimburse the cost of replacing or repairing as aforesaid from and out of the said deposit and the balance thereof shall be returnable to the hirer on the due fulfilment of the terms of this agreement.

5. All repairs due to fair wear and tear during (the first *two years of) period of hire shall be borne by the Government (and thereafter *by the Hirer) The decision of the Executive Engineer of the division concerned or of the General Superintendent, Public Works Workshops and Stores, Madras, for the time being shall be final as to what repairs should be borne by the Government.

6. The hirer shall bear all charges connected with packing, handling in the stores, conveyance and other incidental expenses in connection with the despatch, of the said tools and plant from the stores and return thereto including freight charges if any, and also erecting and dismantling charges.

If during the period of hire it is found necessary to send the said tools and plant to the Public Works Workshops and stores or Transport and Machinery Division, Madras for repairs, all conveyance and incidental charges to and fro shall be borne by the hirer.

7. It shall be lawful for officers authorized by the Government at all reasonable times to view the state and condition of the said tools and plant.

* Strike out the words within brackets, in cases, where the period of hire is two years or less.

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8. Officers authorized by the Government may, at any time by giving seven days notice in writing to the hirer, determine this agreement and may on the expiration of the said notice enter upon the premises where the said tools and plant or any of them may then be and remove and carry away the same and the hirer shall not claim compensation for such action (except the refund of the proportionate rent for the unexpired portion of the period for which rent has already * been recovered in advance).

9. Upon breach by the hirer of any of the stipulations in this agreement, the Government shall be at liberty without any previous notice to determine this agreement and take possession of the said tools and plant.

10. Upon the determination of this agreement, whether by efflux of time or otherwise, officers authorized by the Government shall be at liberty to enter any house, premises or place where the said tools and plant may have been lodged, remove and carry away the said tools and plant and for that purpose to do all things reasonably necessary for such removal without liability for any damage thereby caused and without prejudice to the rights of the Government in respect of any rent or sums of money accrued or accruing due from the hirer under this agreement.

Provided that in addition and without prejudice to the other rights and remedies of the Governor, the Government shall be entitled to recover any sums that may from time to time be due and payable by the hirer as if it were an arrear of land revenue.

In witness where of _____ acting on behalf of and by the order and direction of the Governor of Tamil Nadu and _____ the hirer have hereunto set their hands and seals the day and year first above written.

SCHEDULE.

Description of tools and plant hired.

Signed, sealed and delivered by the above
named _____ in the presence of _____

Signed, sealed and delivered by the above
named _____ in the presence of _____

NOTE.—When the tools and plant are hired out to local bodies and to contractors carrying out Government work, the portion enclosed within brackets in the preamble to the agreement and also last sub-paragraph of clause 4 of the agreement should be omitted.

* Strike out the words in brackets in clause 8, if the hire is paid in arrears