

- 10) The contractor shall return all the unused materials to the Engineer-in-charge of the works at this headquarters in good usable original condition, within a week after completion of the work and before submitting the bill. If any of the materials are found damaged/deteriorated/cut into pieces/not returned etc., the cost of such materials shall be recovered out of the bill/SD of the contractor and/or by suit.
- 11) The event of the contractor not adhering to the schedule of progress stipulated in Clause-9 above in spite of materials having been supplied on time. Penalty shall be imposed at 1/2 % per week of delay or part where thereof on the value incomplete labour portion of work, subject to a maximum of 10%.
- 12) In the case work is not completed in all respects within the period of specified in Clause-9 above, the same shall be completed by the Board at its full discretion and the extra cost etc, shall be recovered from the contractor out of his bill/ deposit and/or from the bill payable/ deposit in other divisions. The decision of the Executive Engineer (Ee), of the division of final and binding.
- 13) In case the work is not commenced within one week from the date of handing over of the materials and for read of any conditions of this agreement amount paid as security deposit will be forfeited and the incomplete works will be got done through another contractor or departmentally at the risk and cost of the contractor and the discretion of the Executive Engineer (Ee) of the division concerned. The cost incurred by the board shall be recovered as in clause-12 above.
- 14) On completion of the work assigned the Engineer-in-charge will arrange to take the measurement and issue a certificate of completion.
- 15) Measurements will be taken only once after the set of works are completed.
- 16) The board is not liable to pay any claims to the contractor towards idle labour if any which may suffer for any reasons whatsoever.
- 17) In case any dispute arising out of this contract the contractor may appeal to the jurisdictional Zonal Chief Engineer who may hear and decide the dispute within one month from the date of appeal.
- 18) In the event of any dispute the same is deemed to have arisen within the jurisdiction of the court situated at the Head Quarters of the Executive Engineer of the Division concerned.
- 19) He should remit employee's and employer's EPF Contribution 12% + 13.61% for the employees engaged by him for the said work within 15th of succeeding month for which month work is carried out. Employees EPF contribution to be reimbursed at the time of payment of billing.
- 20) He should furnish the Attendance extract, copy of Bank Challan and Copy of Returns filed to EPF Commissioner in the prescribed format along with the L.C.Bills.

IN WITNESS WHEREOF, the agreement signed and delivered this day and year above mentioned.

Contractor

Sunil
RACHANA ELECTRICALS
 Class-I Electrical Contractor
 Licence No. 13540 MYS
 MULLUR. HUNSUR TL.

WITNESS :-

M-22738

24.08.22

[Signature]
 Executive Engineer

Asst. Executive Engineer

CHAMUNDESHWARI ELECTRICITY SUPPLY CORPORATION LIMITED

Revised Draft Agreement for Labour Contractor Works

Agreement entered into this _____ days of 11/10/2022, two Thousand _____, _____ between the Executive Engineer, Electrical, Chamundeshwari Electricity Supply Corporation Limited, Rural Area Division, Hunsur (Herein after called the board which term shall include their successors and legal representatives) and M/S Pachana Ele Contract or which term shall include their successors and legal representatives witnesseth. M. S. H. H. H.

WHEREAS, the contractor having offered to undertake the execution of the works namely (a) loading of materials transportation to work spot unloading etc, (b) Erection of Poles with Cross Arms, (c) Fixing Insulators, (d) Fixing of Guy sets, (e) Erecting Two pole structures with Rail, (f) Stringing of Conductors and such other works as may be awarded at the rates approved by the Board from time to time and at the rates contained in the schedule annexed here to as per the directions of the Executive Engineer (Ele.) Rural Area Division, Hunsur of the board.

WHEREAS, the board having accepted the offer on the contractor with reference No. 86 dated : 14/09/2022 to undertake and carryout the works offered to them namely (a) Loading transportation unloading of materials, (b) Fixing Guy sets, (e) Erecting Tw'o Poles Structures with railings, (f) Stringing of Conductors as detailed in the schedule hereto and such other works at the rates approved by the Board from time to time subject to the conditions stated below :

It is hereby agreed to between the two parties that ;

- 1) The contractor shall register at the respective Division
- 2) The contractor undertake to carry out such of the works mentioned above as per the specifications in the schedule and as per the instructions of the Engineer-in-charge at the rate approved by the board from time to time.
- 3) The deposit of Rs. 5,000=00 (Rupees Five Thousand only) furnished by the contractor as security money shall be returnable only after the works entrusted to him are satisfactorily executed.
- 4) The contractor shall use on own tools and plant for executing the work assigned to him. He shall also be responsible for return of unused materials to stores at his cost.
- 5) WWHENEVER there is breakage/damage to any materials due to negligence during execution of work and/ or loss of any materials issued to him due to that the contractor shall be solely responsible for making good the loss of sustained by the board which shall be recoverable by way of deduction of the loss as assessed by Board from the amounts payable to the contractor and /or by way of for feature of the security deposit of Rs. 5,000=00 and/or by a suit.
- 6) All the materials required like poles supports cross arms insulators braces spiral type earth electrodes guy sets conductors tractor at a particular place convenient to Board mutually agreed to between the contractor and the Engineer-in-charge and shall be acknowledged by the Contractor.
- 7) The contractor shall be solely responsible for any compensation payable to the labour employed by him as per relevant acts and rules in to event of any accident or for any other reasons.
- 8) The contractor shall commence the works assigned to him immediate after handing over the materials to the contractor by the Board.
- 9) The contractor shall complete the work within 30 days after all the materials required are supplied by the board.