FORM - Z
(Rule 16)
ESTIMATE AND AGREEMENT
(to be executed on stamp paper as per the Karnataka Stamp Act)

ESTIMATE

Estimate for

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<th>Sl No</th>
<th>Description of work in detail</th>
<th>Rate</th>
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<td>Total Cost</td>
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Signature of the Consumer

Signature of the Contractor and
Address with seal
Licence No, Class
and Validity

AGREEMENT

(IN ACCORDANCE WITH THE RULE AND CONDITIONS FOR GRANT OF LICENCE FOR ELECTRICAL CONTRACTOR.)

An agreement made on this.................. day of the month ............... of the year ............ between M/s./ Shri/ Smt. ............. herein after called as the prospective consumer (with expression wherever context call as the prospective consumer (with expression wherever context so admits shall include his/her succession and assigns) of the one part and M/s. /Shri/ Smt............. hereinafter called the Licenced electrical contractor (which expression wherever context so admits shall include his/her successors and assigns) of the part.

WHEREAS at the request of the prospective consumer, the Contractor has agreed for the execution of electrical work at door No. ........ Street. ........ Town or Village. ........
Subject to the following conditions and also to complete and handover the same to the consumer along with the test and completion report in satisfactory and work man like manner in accordance with the relevant rules in force on or before ........... day. ........... of (the month) ........... the year. ........
NOW THIS AGREEMENT WITNESS AS FOLLOWS

1. In this agreement unless the context otherwise required rules mean the following rules as amended from the time to time.
   a) (i) Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010.
      (iii) The Karnataka (Licensing of Electrical Contractor and Grant of certificates and Permits to Electrical Supervisors and Wireman) Rules, 2012.
   b) B I.S. means Bureau of Indian Standards
   c) Supply Authority means any Licensee who has undertaken to supply energy in the areas.

2. A copy of the estimate with specifications of the materials to be used and agreed rates and the probable total cost of the work shall accompany this agreement duly signed by the prospective consumer and the contractor.

3. The contractor shall not petition for the revision of rate mentioned in the estimate (Under item 2) under any circumstances under any stage of work during the period of contract unless mutually agreed upon by the contractor and consumer in writing.

4. The contractor shall adopt any alteration or additional at the request in writing of the consumer at least three days in advance to such alteration or addition. Rates for such alteration addition, if not covered in the estimate shall be mutually agreed upon in writing.

5. All amounts received towards the works by the contractor shall be acknowledged on receipt only. Such receipt shall be preserved by the consumer. Copies of such receipts shall be preserved by contractor.

6. The contractor may extend the period of contract for the completion of the work with the consent of the consumer in writing stating clearly the period of extension agreed under intimation to the supplier.

7. If the delay is caused due to unsatisfactory progress of civil work such delay caused shall be immediately intimated by the contractor to the consumer and the supplier in writing and further extension of period for completing the wiring work will be decided upon, in consultation with the contractor. Should thereby variation in the market prices of Electrical materials during the extended period, the variation of rates in the estimates shall be fixed as agreed to by both the parties.

8. The contractor’s shall get the work done only through authorized wireman, under direct supervision of authorized supervisor under his employ holding valid permit and certificate of competency issued by the Board.

9. The contractors shall use materials confirming to the BIS standard or other equivalent standard and execute the works in sound substantial and workmen like manner as per rules prescribed under 1(a)
10. The contractor shall stand guarantee for a period of one year from the date of service for any defect in the installation which may appear due to bad workmanship during execution and replace any defective materials and rectify the defects of bad workmanship free of cost during the guarantee period.

11. (a) The consumers shall enter into an agreement with the supply authority and pay all the required deposits towards the service mains, supervision charges monthly minimum, etc., to the supply authority without undue delay to facilitate the contractor to get the installation serviced.

(b) The contractor shall not be responsible for the delay in servicing the installation, provided that the completion report has been handed over to the consumer in advance before the expiry date of the agreement period.

12. In case of a difference or dispute between the contractor and consumer during execution of work regarding the quality of materials or workmanship, the same shall be referred to the Chief Electrical Inspector to Govt. Bangalore, by either party giving seven days clear notice of his intention to do so to the other party.

13. The Chief Electrical Inspector’s decision regarding dispute in quality of the material used and workmanship shall be final.

14. (a) The consumer shall enclose a copy of this agreement along with the application to the supplier for power sanction.

(b) The contractor shall intimate the concerned jurisdictional supplier not below the rank of Junior Engineer and for the works to be inspected and approved by the Electrical Inspectorate authority to the jurisdictional Electrical Inspectorate authority in the prescribed Form ‘A1’ within 48 hours of the commencement of work.

An amount of Rs. . . . . . . . . in words . . . . . . . . is paid to the contractor as initial advance towards the said contract at the time of signing this agreement and further payment shall be made as mutually agreed upon.

Signed and sealed by the said parties . . . . . . . . of the month . . . . . . . . of year . . . . . . .

In presence of witnesses.

1)

2)

Signature of the Consumer

Signature of the Electrical Contractor with seal of the firm ,

Licence No. Class No,

and Validity