

ಚಾಮುಂಡೇಶ್ವರಿ ವಿದ್ಯುತ್ ಸರಬರಾಜು  
ನಿಗಮ ನಿಯಮಿತ  
(ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸ್ವಾಮ್ಯಕ್ಕೆ ಒಳಪಟ್ಟಿದೆ)  
ನಿಗಮ ಕಾರ್ಯಾಲಯ, ಖಿರೀದಿ ರಾಜ್,  
ಚಾಂದಿನನಿ, ಮೈಸೂರು-570017.  
Telephone No: 9448994705



CHAMUNDESHWARI ELECTRICITY  
SUPPLY CORPORATION LIMITED  
(A Government of Karnataka Undertaking)  
Corporate Office, Procurement Section,  
CESC, Mysuru-570017.  
Website: [www.cescmysore.org](http://www.cescmysore.org)  
E-mail ID: [gmpurc@cescmysore.org](mailto:gmpurc@cescmysore.org)

Company Identity Number(CIN): U40109KA2004SGC035177

GM(P)/DGM(P)/AGM(P-1)/2023-24/ 14569

Date: 18 NOV 2023

## WORK AWARD

To,  
M/s Enzen Global Solution Pvt. Ltd.,  
#90, Hosur Road, Madiwala,  
Bengaluru-560068.

BY REGD. POST ACK. DUE

**Sub:** Work Award for "Preparation of Annual Energy Audit Report of CESC for the year 2022-23 as per the Manner and Intervals for conduct of energy audit in CESC Regulations-2021 for submission to BEE and SDA"- Reg.

- Ref:** 1. Manner and Intervals for conduct of energy audit in CESC Regulations -2021 Dtd: 06.10.2021  
2. Enquiry No: CESC/GM(P)/DGM(P)/AGM(P-1)/2023-24/9695 Dated: 01-09-2023  
3. Your offers against Enquiry No: Nil Dated: 04-09-2023  
4. Note approved vide para (73)/10-11-2023

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CESC is pleased to award the work of "Preparation of Annual Energy Audit Report of CESC for the year 2022-23 as per the Manner and Intervals for conduct of energy audit in CESC Regulations-2021 for submission to BEE and SDA".

- 1) Scope of work:** The contractor shall prepare and submit the Mandatory Annual Energy Audit report of CESC duly following the guidelines issued by Bureau of Energy Efficiency from time to time. The report shall be signed by the Accredited Energy Auditor only. (Provide a copy of accreditation certificate). The scope of work and contents of proposed Annual Energy Audit report is as per the annexure - 1.

2) **Time Period of Completion:** The work shall be completed within 45 (Forty Five) days from the date of work Award.

3) **Contract value:** The total contract value of the work award is **Rs.4,55,986/-** (Rupees Four Lakhs Fifty Five Thousand Nine Hundred Eighty Six only) inclusive of all Taxes and Duties. The prices are firm throughout the period of contract.

4) **Security Deposit:**

- 4.1) The contractor shall submit the Security Deposit (SD) of **Rs.22,800/-** (Rupees Twenty Two Thousand Eight Hundred only), 5% of the value of the awarded amount, within 7(seven) days from the date of this Work Award.
- 4.2) The Security Deposit shall be paid by way of Demand Draft in favor of The Chief Financial Officer, CESC payable at Mysuru.
- 4.3) The Security Deposit will be refunded only after 60 days, after submission and acceptance of the report by BEE MOP GOI or as per CESC discretion.
- 4.4) The Security Deposit held by CESC till it is refunded will not earn any interest therefore.

5) **Execution Agreement:**

- 5.1) The Contractor shall execute a contract agreement on the INR 200 judicial stamp paper, within 7 days of the Date of receipt of this work award
- 5.2) The contractor shall not assign or make over the contract, the benefit of burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof, CESC reserves its right to cancel the work order either in part or full, if this condition is violated.

6) **Annual Report:** The report shall be submitted within the contract period duly signed by the Accredited Energy Auditor duly following the procedure of regulations passed by E create of Energy Efficiency from time to time.

**Annexures — to be accompanied with the Report**

- 1) Introduction of Verification firm
- 2) Minutes of Meeting with the CESC team
- 3) Checklist prepared by auditing Firm.
- 4) Brief approach, Scope and methodology for Audit.
- 5) Infrastructure Details.

- 6) Electrical Distribution System.
- 7) Power Purchase Details
- 8) Line Diagrams(SLD)
- 9) Category of Service Details (with consumer and voltage-wise)
- 10) Details format to be annexed.
- 11) List of Documents verified with each parameter
- 12) Brief description of Unit
- 13) List of Parameters arrived through calculation or formulae with list of documents as source of data.

**7) Payment:** The terms and conditions of the payment are as detailed below:

- 7.1) No advance payment will be made
- 7.2) 80% of the contract value will be paid after submission of Annual Audit Report to BEE.
- 7.3) Balance 20% will be made after acceptance of the report.

**8) Penalty:**

A Penalty of  $\frac{1}{2}$  % per week or part thereof subject to a maximum of 10% of the total contract value will be levied for delay in execution of the work/submission of the Report.

**9) Taxes and Duties:**

All applicable statutory payment like Income Tax, TST/TDS will be deducted from the bills as per the prevailing norms. The contractor is liable to pay all the taxes and duties etc.

**10) Force Majeure:**

- 10.1) Force Majeure shall not include any events caused due to acts/omissions of such party or result from a breach/contravention of any of the terms of the Contract. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- 10.2) The Failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within 5 days of the occurrence of such event. CESC will make the payments due for

Services rendered till the occurrences of force majeure. However, any failure or lapse on the part of inspecting agency performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster/recovery or any failure in the setting up a contingency mechanism would not constitute force majeure as set out above.

10.3) In case of a Force Majeure, all Parties will endeavor to agree on a alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the contract and to minimize any adverse consequences of Force Majeure.

#### **11) Termination of Contract:**

If the contractor fails to conduct the activities within 45 days of issue of the award OR in case the activities are found not in accordance with prescribed specification, CESC will exercise its discretionary/powers on any or all the following:

- a) To cancel the work award.
- b) To confiscate security deposit
- c) To Blacklist OR not to consider future offers for a period of 02 years in CESC.
- d) The decision of CESC will be final as regards to the acceptability of performance of activities.

#### **12) Settlement of disputes:**

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration center - Karnataka(Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

#### **13) Other terms and conditions:**


13.1) The contractor shall execute Non-Disclosure Agreement with CESC for sharing of data. The Agreement shall be on the INR 200 non-judicial stamp paper, within 7 days of the Date of receipt of this work award.

13.2) If any suggestion /modification is required by Bureau of Energy Efficiency (BEE) after submission of report, the same shall be verified and the revised report shall be submitted at no extra cost to CESC.

13.3) No external materials will be provided by CESC. The firm shall arrange itself the materials required to carry out the work.

13.4) No vehicle facility, travelling allowance and/or any allowances will be provided by CESC. However, assistance from the field staff will be provided for the field visits, on request.

Please acknowledge the receipt of this Work Award and return the duplicate of this work Award, duly signed on every page within Seven Days from the date of this Work Award without fail.

  
General Manager (Procurement)  
CESC, Mysuru.

**Copy to:**

- General Manager (Technical), CESC, Mysuru
- General Manager (Commercial), CESC, Mysuru
- DGM(MIS), to publish in CESC official website
- PS to MD/Director (Tech), CESC to place the subject before the Managing Director/ Director (Tech), CESC.
- OC & MF.