

ಚಾಮುಂಡೇಶ್ವರಿ ವಿದ್ಯುತ್ ಸರಬರಾಜು  
ನಿಗಮ ನಿಯಮಿತ  
(ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸ್ವಾಮ್ಯಕ್ಕೆ ಒಳಪಟ್ಟಿದೆ)  
ನಿಗಮ ಕಾರ್ಯಾಲಯ, ಖಿರೀದಿ ಶಾಖೆ,  
ಚಾವಿ ಸನಿ, 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  
E-mail ID: gmpure@cescmysore.org

Company Identity Number (CIN): U40109KA2004SGC035177

CESC/GM(P)/DGM(P)/AGM (P-2)/2021-22/CYS- 728

Date: 30.08.2021

**DETAILED WORK AWARD**

BY REGD. POST with ACK. DUE

To,  
M/s Idea Infinity IT Solutions Pvt Ltd.,  
# 117, Ubiquity, Infantry road,  
Bengaluru-560001.

Sir,

Sub: Detailed work award for Implementation of Smart Business Management System by providing Web based Total Revenue Management modules, GIS, BI & Analytical tools and other modules along with Supply of Hardware, Software, Manpower, Stationeries and the consumables on System as a Service (SaaS) Basis to Non RAPDRP area of CESC.

Ref :

- 1) T.O. Tender Enq. No. CESC/GM(P)/C2-5051 Dated: 19.07.2021 and subsequent amendments and clarifications.
- 2) Your Negotiation Ltr. No: IIITS/PROPECTS/2021-2022/101 Dated: 25.08.2021.
- 3) Your Office Ltr. No: IIITS/PROPECTS/2021-2022/102 Dated: 26.08.2021
- 4) CESC's Purchase committee meeting minutes/Resolution No: 118 Dated: 26.08.2021.
- 5) Writ Petition filed at Hon'ble High Court of Karnataka Vide WP No: 13234/2021
- 6) Note Approval from Hon'ble Chairman vide Para No: 18 Dated: 27.08.2021.
- 7) T.O LOI No. CESC/GM(P)/DGM(P)/AGM (P-2)/2021-22/CYS-723 Dated 27.08.2021.
- 8) UnderTaking letter No: IIITS/PROSPECTS/2020-21/104 Dated.30.08.2021
- 9) Your LOI acceptance letter No. IIITS/PROSPECTS/2020-21/105 Dated.30.08.2021.
- 10) Contract Agreement submitted on 30.08.2021
- 11) Bank Guarantee No. 15410100019460 Dtd. 30.08.2021

Chamundeshwari Electricity Supply Corporation Limited (CESC) is pleased to entrust the award for Implementation of Smart Business Management System by providing Web based Total Revenue Management modules, GIS, BI & Analytical tools and other modules along with Supply of Hardware, Software, Manpower, Stationeries and the consumables on System as a Service (SaaS) Basis to Non RAPDRP area of CESC to your firm for a period of Five years from the date of Go live of the project at all accounting units and extendable to a further period of Three Years at a time on mutually agreed terms and conditions conforming to the technical specifications, corresponding to tender enquiry vide reference (1), within CESC



Jurisdictions subject to observance of terms & conditions in the bid documents and as mentioned below:

**1. Price Schedule:**

SI No	Description	Price (in INR) Excluding GST.
1	Cost of Supply & Maintenance of Web-based Total revenue Management Software, integrated SBD, meter data management, Server setup, Support Manpower, Stationaries & etc. Per Installation Per Month	4.95
2	Cost of Supply, Installation and configuration of NFC/RFID Tags.	79.00
3	Price for Conducting Initial GIS Survey including supply for satellite imagery and plotting of assets on the map as per the scope of Work Per KM.	7,875.00
4	Updation or Deletion of Assets/GIS point on the map including updation as and when required during the contract period as per the scope of work Per Asset/GIS Point.	421.00

Note:

- Item No 2 is one time activity and the initial quantity is around ten lakh installations and the payment will be made based on the actual commissioning of the tagging in the field.
- Item No 3 and 4 is optional. If CESC utilises services from the agency, the payment will be made for the extent of actual utilization of service.
- The base price per installation per month shall remain FIRM throughout the period of contract and extended period if any. GST and other statutory levies if any will be paid as per actuals.

**2. Scope of the work:**

The Scope of the work is as per section-2 of the Tender conditions enclosed as Annexure-1.

**3. Contract Period:** Initially the period of Contract is for Five years from the date of Go live of the project at all accounting units and extendable to a further period of Three Years at a time on mutually agreed terms and conditions.

**4. Terms of payment:**

**4.1** The liability for payment to the firm against the service for all Active Metered Installations eligible for spot Billing will start only in the subsequent month of the successful generation and delivery of error free bills in respect of all kinds of consumers (all tariffs) and generation of all the required periodical MIS and Spot Billing Device reports and submission of all deliverables at Sub- division level up to Corporate Office level. Payment shall be made at respective Division Offices of CESC on monthly basis on submission of Invoice in duplicate along with attendance of the support personnel and the complaint log details certified by the



Sr. Asst./ Asst. Accounts Officer and Assistant Executive Engineer (Elec.) of the respective Sub Division and counter signed by the respective Executive Engineer (Ele), O&M Divisions. The invoice will be cleared within 30 days from the date of submission to CESC.

- 4.2 For supply, configure & fixing of RFID/NFC permanent metallic sticker at the consumer premises one-time payment shall be made after the installations of RFID/NFC permanent metallic sticker as per the scope of work Clause-6 (Part-5). The firm shall submit the invoice in duplicate to the respective Sub Division Office pertaining to the quantity of tags installed in the previous month. Total Payment shall be released to the firm after the certificate from Concerned Section officer, Sub division officer and Division officer. Cumulative payment shall not exceed the total number of installations. Required details for the same shall be furnished in the Invoice. The Payment shall be subjected to pre-audit.
- 4.3 When CESC utilizes the services of the firm for the implementation of GIS field survey (optional) as per the scope of work Clause-7 (Part-6) one-time payment shall be made after the completion of the activities. The firm shall submit the invoices as per the awarded rate in duplicate to the respective Sub Division Office pertaining to the work carried out in the previous month. Total Payment shall be released to the firm after the certificate from Concerned Section officer, Sub division officer and Division officer. Required details for the same shall be furnished in the Invoice. The Payment shall be subjected to pre-audit.

5. **Performance Bank Guarantee:**

The firm has furnished a Bank Guarantee for **Rs. 71,00,000/- (Rupees Seventy One Lakhs only)** Three percent (3%) of the annual Contract value towards performance guarantee issued by Axis Bank, vide No: 15410100019460 Dated: 30.08.2021 valid up to 30.11.2022. The same has to be renewed after 12 months for a further 12 months till the 90 days after the end of Contract Period. If the bidder fails to renew the PBG within 12 months, then the same shall be liable for forfeiture of PBG and the contract may be terminated.

6. **Termination of Contract:**

- a) CESC may without prejudice to any other remedy for breach of Contract by 30 days written notice of default sent to the Service Provider , terminate the Contract in whole or in part, If the supplier fails to carry out the work satisfactorily in the contract period or in case the Materials/ equipment/ software supplied are found not in accordance with prescribed specifications and/or approved sample or if found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date or If the Supplier fails to perform any other obligation(s) under the Contract the Company shall exercise its discretionary powers on any or all the following:
- To recover from the successful bidder, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause above; and
  - To avail the services elsewhere, after giving due notice to the successful bidder on account and at the risk of the successful bidder such materials/services not so delivered or others of a similar



description without cancelling the contract. In respect of the consignment not yet due for delivery, the successful bidder shall not be entitled to any saving on such purchase made against default.

- I. To cancel the Work award.
- II. To forfeit the performance guarantee.

b) Whatever may be the conditions of sale specified or indicated in the quotations, it shall only be the conditions indicated in the Contract Order and Scope of the work / technical specifications which will be binding upon CESC. On receipt of the Contract Order, if any successful bidder finds his inability to accept any of the terms/conditions, he shall raise the issue specifically and immediately get the matter clarified. The decision of the company shall be final as regards the acceptability or otherwise of materials/ equipment/ Services supplied.

#### 7. Service Level Agreements (SLA):

Penalty shall be levied for deficiency of service and non-deliverables by the service provider are as follows:

##### 7.1 Before Go Live/Roll Out:

If the Service Provider defaults in complying all the assigned requirements as per tender condition penalty at the rate of 1/2% (Half percentage) per week, subject to a maximum of 10% reckoned on the contract value will be levied till the same is complied. This shall be estimated by General Manager - Purchase based on the delay in roll out by Vendor excluding the delays on behalf of CESC like providing necessary input/data, approvals etc.

##### 7.2 After Go Live:

After go Live, if any/all of the following are not compiled, penalty at the rate of 1/2% (Half percentage) per week maximum of 2% (Two percentage) per month will be levied on respective monthly invoice amount of subdivision/accounting unit.

7.2.1 Non-providing of prescribed hardware as per the scope, generation of bills, MIS reports, DCB, cash receipts, etc.

7.2.2 Not providing replacements of server hardware & SBD's in case of breakdowns and non-keeping of standby units as per specifications.

7.2.3 Not providing required manpower as per the scope of work.

7.2.4 Not providing required stationery.


Sub-Divisional Officer will maintain a Complaint register containing all the relevant details such as Type of complaint, Date of Complaint lodged, Docket No., Date of Rectification, etc. and a register showing No. of bills generated, not generated/generated with delay due to SBD problem with attestation by Sr. Asst. /AAO and Representative of Service Provider (personnel working in SDO). Penalty shall be calculated based on the delay in providing the rectification as per the above mentioned register.

#### 8. Sub Contracts:

No sub-contracts are allowed. The bidder has to provide all services.

ನೋಂದಾಯಿತ ಕಛೇರಿ: ನಿಗಮ ಕಾರ್ಯಾಲಯ, ನಂ.29, ವಿಜಯನಗರ, 2ನೇ ಹಂತ, ಹಿನ್ಕಲ್, ಮೈಸೂರು - 570017

Registered Office: #29, Vijayanagara 2<sup>nd</sup> Stage, Hinkal, Mysuru - 570017

  
**General Manager**  
**(Procurement)**  
**Corporate Office,**  
**CESC, Mysuru**



## 9. General Terms:

- a) The service provider should work in co-ordination with other hardware/network maintenance agencies for smooth functioning of day-to-day activities.
- b) Assist to conduct evaluation tests to evaluate the sub-divisional personnel on the usage of Billing software and Cash Counter Software.
- c) Team/personnel identified by CESC shall be involved and trained in all the activities.
- d) Designated person/ team to maintain monitor and administer the application software and database
- e) Decision of MD CESC on all matters shall be final & binding on the bidders.

## 10. Training: Service Provider to impart effective training to CESC personnel as below:

- a) CESC end users to work on the application. The application may get regularly modified and enhanced with new features. This calls for the end users to be educated on new changes of the software.
- b) Training shall be imparted to all the end Users at each Division
- c) The other activities related to training will be:
  - Providing user manuals for training initially and updated user manual once in 3- Months
  - Maintaining a help desk for queries from end users
  - Maintaining a test environment for practice
- d) Addition Training Requirements: Refresher Training Course/Training program should be repeated after 6 months of implementation or as when requested by CESC for the specified number of users.

## 11. Deliverables:

- a) Satisfactory Performance of the obligations of the Contract
- b) Data Base: At the end of every month, the SP shall hand over soft copy of updated Database to CESC Corporate Office.
- c) User manual: SP to provide updated user manual on every new version of release.
- d) Documents: SP to provide a soft copy of the document relates to any modification, database migration, Data backup and enhancement of application software, release of new versions.

## 12. DOCUMENTATION:

Withstanding any other issues, to be classified under specified categories.

- Necessary document to be maintained.
- If any modifications are to be made to the existing application the same shall be incorporated on written consent from the CESC, Corporate Office.

## 13. Complaint handling & Help Desk:

- The Service Provider shall provide CESC end users a Ticketing Tool as a single point of contact (Help Desk) and the escalation matrix to escalate the



issues according to their priorities. The escalation list should contain the phone numbers and the e-mail ID's to which the issues are to be escalated.

- A log extract of queries originating from various end-users and the solution given by the firm shall be given every month along with the monthly Invoice along with view access to all the hierarchies.
- The service provider shall provide one service centre in each Division for maintenance of SBD and other Hardware in good working condition for running day to day activities smoothly.
- Based on the severity and timelines of the problem the firm shall deploy additional resources to resolve the issue within the timeline.
- All issues/bugs reported by CESC users would be centrally managed / tracked by the firm. No claims or whatsoever will be entertained for any such additional resources.

#### 14. Settlements of Disputes and Arbitration:

- a) In case of any dispute arising out the contract, the same shall normally be settled amicably through a meeting between the CESC and the vendor at the appropriate level.
- b) All disputes or differences in respect of which the decision if any has not become final shall be settled by court of law. The judicial affairs of the contract shall be exclusively within the jurisdiction of Mysore only.

#### 15. Force Majeure:

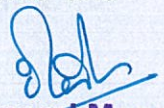
- a) For the purpose of this contract 'Force Majeure' means, an event which could not reasonably, have been avoided by a diligent party in the circumstances, which is beyond the reasonable control of a party and which makes a party's performance of its responsibilities hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to war risks, civil disorder, earthquake, strikes, lockouts or other industrial action, electrical failure confiscation or any other action by Government Agencies.
- b) Force Majeure shall not include any event, which is caused by the negligence or intentional action of a party or such party's sub-contractors or agents or employees or by a failure to observe good Engineering practices.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 16. KNOWLEDGE TRANSFER:

The SP should ensure that complete consumer data and commercial data is smoothly transferred to the new Service Provider at the end of the contract period or as and when the same is required by CESC without hiding any parameters. Necessary Technical support should be ensured by SP in such an event for smooth functioning of the application software at CESC.

17. The firm shall comply with all Labour law requirements like EPF, ESI and workmen compensation Act, Minimum wages Act, Contract Labour (Regulations & Abolitions ACT) etc., including insurance coverage for the employees and equipments.

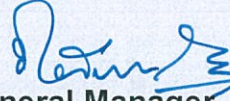
18. **Other Terms:** This DWA is subjected to the following additional terms and condition,

  
**General Manager**  
**(Procurement)**  
**Corporate Office,**  
**CESC, Mysuru**  
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- a. This contract award is subjected to the final outcome of the writ petition vide No WP-13234/2021 and its connected matter at hon'ble High Court of Karnataka.
  - b. You have to provide the billing services free of cost from 01.09.2021 with your existing system without any flaw and generate bills on time, till the new software and hardware have to be installed within the time granted in the tender conditions.
  - c. This contract award is conditional and subject to ratification in the CESC board. In case if the Board takes decision which is inconsistent with the contents mentioned in this award, it shall be binding.
19. All other terms and conditions are as mentioned in the Bid Document, its amendments if any are also part of this contract.

**You are requested to acknowledge this DWA and send your acceptance within 7 days from the date of DWA.**

  
General Manager - 30/08/2021  
Procurement,  
CESC, Mysuru.

**Copy Submitted for Kind Information to:**

- The Chief Financial Officer Officer CESC, Corporate Office, Mysuru
- Chief General Manager, Internal Audit, CESC, Mysore. for kind information.
- Chief Engineer (Ele), O&M Zone, CESC, Mysore & Hassan for kind information.

**Copy with Compliments to:**

- The Superintending Engineer (Ele), O & M Circle, CESC, Mysuru/ Mandya /Chamarajanagar-Kodagu / Hassan.

**Copy to:**

- All the Executive Engineer (Ele), O&M Division, CESC. for information.
- PS to MD/DT to place before Hon'ble MD/DT, CESC.
- M.F. / O.C.



