



# MAHA VITARAN

Maharashtra State Electricity Distribution Co. Ltd.

(A Govt. of Maharashtra Undertaking)

CIN : U40109MH2005SGC153645

No. Director (Finance)/1270

Date : 25/03/2015

## CIRCULAR

### **Sub: Energy bill Collection Mechanism.**

- Ref : 1) T.O. Circular No. Director (Finance)/7221 dtd.11/03/2013  
2) T.O. Circular No.CGM(CF)/002303 dtd. 22/01/2014  
3) T.O. Circular No. Director (Finance)/10666 dtd. 01/04/2014

In continuation to the Circulars referred above regarding Energy Bill Collection Mechanism, a comprehensive Policy Document was submitted to the Board considering the various issues and grievances of the energy bill collection Agencies. The Board in its 167<sup>th</sup> Meeting held on Friday 13<sup>th</sup> March, 2015, vide B.R. No. 369 has accorded approval to the said Policy Document. Some of the salient features and modification in the earlier policy in respect of Energy bill collection work through various modes are as under :

#### **1) Rates of Commission : -**

From 1<sup>st</sup> April, 2015 rates of commission payable to bill collection Agencies will be as under :

Sr. No.	Agency	Existing rates of Commission (Per Receipt)	Proposed rates of Commission * (Per Receipt)
1	Credit Co-op Societies / Urban Co-op Banks	Rs. 3.50 (Computerized)	Rs. 4.00 (Computerized)
2	District Central Co-op Banks (DCC)	Rs. 5.50 for Urban areas and Rs. 6.50 for Rural areas	Rs. 4.00 for Urban areas and Rs. 5.00 for Rural areas
3	India Post	Rs. 5.00	Rs. 4.00 for Urban areas and Rs. 5.00 for Rural areas

\* Service Tax extra

The above rates of commissions will be applicable w.e.f. 1<sup>st</sup> April, 2015 till further orders.

#### **2) Security Deposit :**

The cash component of Security Deposit (S.D.) has been reduced from Rs. 2.00 lakh to Rs. 1.00 lakh, per collection centre. However the overall Security Deposit will be equivalent to 3 days average cash collection per centre.

#### **3) Interest on Security Deposit :**

The rate of interest on Security Deposit payable to Agencies will be equivalent to the rate of interest payable on consumers Security Deposit as per directives of MERC from time to time.

#### **4) Revised Delegation of Powers for Execution of Agreements :**

##### **A) Agreements executed at H.O. level**

The execution of Agreements and monitoring of collection by India Post / Online Bill collection

## **Maharashtra State Electricity Distribution Co. Ltd.**



Agencies / ATP / Mahaonline /other Agencies attached to web portal of MSEDCL through payment gateway shall be done at HO level by Corporate Finance section as the area of operation covers the entire Maharashtra. The Asstt. General Manager (F&A-CF) is authorized to sign and execute the Agreements after approval of the Competent Authority.

**B) Agreements executed at Field level**

Except (A) above, the powers for approval of new collection centres / execution of Agreements and renewal of existing collection centres are hereby delegated as under.

- I. The Chief Engineer of the respective Zone is authorized to approve the new bill collection centres as per criteria of eligibility, performance and other terms embodied in policy document. While according the approval to the bill collection proposals, the respective Competent Authorities shall ensure due diligence and genuine requirement of the collection centre in that area.
- II. The Superintending Engineer of respective Circle is authorized to approve the renewal of existing bill collection centres as per criteria of eligibility, performance and other terms embodied in policy document. While according the approval to the renewal of bill collection proposals, the Competent Authorities shall ensure due diligence and genuine requirement of the collection centre.
- III. The Divisional Executive Engineer of O&M Division is authorized to sign and execute the Agreement with the Bill Collection Agencies in case of Field office after approval of the bill collection proposal by the Competent Authority. In case of DCC Banks, the Supdt. Engineer of the Circle shall execute the Agreement for the branches under jurisdiction of the Circle.

**5) Mode of Transfer of Funds by the Bill Collection Agencies :**

- I. Instead of depositing the cash in MSEDCL Bank Account, the Agencies can initially deposit the amount of cash collected into their own Bank account and transfer the same to MSEDCL's designated Bank Account within 24 hours through NEFT/RTGS.
- II. All the cheques collected against energy bills shall be deposited in the designated Nationalized Bank Account of MSEDCL on daily basis, i.e. within 24 hours.

**6) The Eligibility Criteria, Performance Parameters and Terms & Conditions of the Agreement shall be continued as earlier as included in the Policy Document attached herewith.**

**7) Indent for Funds towards payment of Commission bills :**

The indent (duly audited) for commission payable to various bill collection Agencies and refund of Security Deposit to the collection Agencies will be directly submitted to Ways & Means Section on or before 22<sup>nd</sup> of every month as per prescribed format and Ways & Means Section will send funds to the Circle offices. The funds released towards payment of commission bills shall be paid to the respective collection agencies only.

**8) Continuation and Allotment of Collection Centre Codes :**

In the ERP system, a code number is allotted to the individual collection centre for every Agency including Departmental bill collection centres. After approval of the new cash collection centre by competent Authority, the Zone office shall allot the Collection Centre Code to the new collection



centre based on the information to be submitted under ERP system in consultation with the Zonal I.T. Centres. The Division office shall ensure that the Agency shall not commence the energy bill collection work unless the collection centre code under ERP system is allotted to the Agency. It shall further be ensured that the collection centre code allotted to new collection centre is unique i.e. not allotted to any other collection centre in Maharashtra.

**9) Reporting Mechanism :**

For effective monitoring of the collection activities of all the bill collection agencies, the Executive Engineer of the Division shall forward a Monthly Report on the performance of the Agencies as per the performance parameters mentioned in the Policy Document to the Supdt. Engineer of the Circle office and Chief Engineer of the Zone office. The Chief Engineer shall forward the Quarterly Report to Chief General Manager (CF), H.O., Mumbai with his observations and Action Taken Report by 20<sup>th</sup> of the subsequent month of the quarter.

The above instructions / guidelines included in the Policy Document shall be implemented w.e.f. 1<sup>st</sup> April, 2015.

The existing Agreements which are valid beyond 1<sup>st</sup> April, 2015 shall be accordingly modified in line with Policy Document and the revised rates of commission will be applicable to the all the existing cash collection agencies w.e.f. 1<sup>st</sup> April 2015.

All the concerned are hereby directed to take the note of the Policy Document and relevant Board Resolution and take immediate necessary steps to ensure the implementation of the same. Any deviations to the above policy by the Field Offices will be viewed seriously and concerned shall be held responsible for the deviation.

The Circular is available on MSEDCL Website [www.mahadiscom.in](http://www.mahadiscom.in).

- Encl : 1) Comprehensive Policy Document  
2) Pro-forma for Indent of Fund Requirement for commission bills.

  
**Director (Finance)**

**Copy f.w.cs. to:**

The Director (operations), MSEDCL, H.O., Mumbai.

**Copy to :**

- 1) The Executive Director (Comm.), MSEDCL, H.O., Mumbai
- 2) The Regional Executive Director I/II/III, Kalyan/Pune /Nagpur, MSEDCL.
- 3) The Chief General Manager (I.T.), MSEDCL, H.O., Mumbai

*- To ensure necessary instructions are issued to Field I.T. Centres to implement the Circular.*

- 4) The OSD to Managing Director, MSEDCL, MSEDCL, H.O., Mumbai
- 5) All The Chief Engineer, MSEDCL (O&M) Zones as per mailing list
- 6) All The Supdt. Engineer, MSEDCL (O&M) Circles as per mailing list
- 7) The General Manager (F&A-WM), MSEDCL, H.O., Mumbai
- 8) The Asstt. General Manager (F&A-IF), MSEDCL, H.O., Mumbai
- 9) The Asstt. General Manager (F&A-WM), MSEDCL, H.O., Mumbai

*- To arrange the funds of indent of commission bills.*

- 10) All The Executive Engineer, MSEDCL (O&M) Divisions as per mailing list



# **ENERGY BILL COLLECTION POLICY DOCUMENT-2015**

**Maharashtra State Electricity Distribution Company Ltd.**

**Regd. Off: Prakashgad, Anant Kanekar Marg, Bandra (E),**

**Mumbai-400051**

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# ENERGY BILL COLLECTION POLICY DOCUMENT

## 1.0 PREAMBLE :

- 1.1 In erstwhile MSEB, majority of the energy bill collection work was carried out departmentally by deploying the own employees as "Bill Collectors". However, with the increase in number of consumers as well as change in frequency of Billing cycles from bi-monthly / quarterly to monthly billing, the bill collection activity has increased manifold and necessitated to assign the bill collection work particularly of LT billing to other Agencies also in addition to Departmental bill collection centre.
- 1.2 In order to have better monitoring and control over collection arrangements through Departmental and Private Agencies, a Committee was appointed by erstwhile MSEB in the year 2004 for suggesting measures to strengthen / streamline the bill collection work. As per the recommendation of the Committee, eligibility criteria for allotment of energy bill collection work to the Private Agencies was prescribed. The Committee also finalized the Draft Agreement to be executed with the Agencies.
- 1.3 Consequent upon restructuring of erstwhile MSEB, MSEDCL adopted the same Agreements and collection policies as per the Board Resolutions No. 21 dtd. 10/08/2006.
- 1.4 Over the years, numbers of modes of collection have been added to provide better facilities to the consumers and faster realization of the revenue. In view of the technological developments in Banking sector as well as increased use of computerization in various fields, number of Private Agencies, Banks were approaching Head Office with the proposals for energy bill collection work. With a view to take advantage of the upcoming competition in the Utility Bill Collection market, in the year 2010 directives were given to Field Office for to invite tenders for L.T. energy bill collection work, so as to get competitive rates and terms as well as speedier transfer of funds and MIS. Accordingly, various Zone offices have floated Tenders from Private Agencies for award of energy bill collection work based on the eligibility criteria fixed for each mode of collection by H.O.
- 1.5 As per the feedback received from field offices, it was observed that some of the agencies quoted rates of commission charges below the present rates of Rs. 3.50/- per receipt. However, to ensure uniformity, all the Credit Co-op Societies and Urban Co-op. Banks were considered eligible for rates for commission of Rs. 3.50/- per receipt across Maharashtra.
- 1.6 A new mode of collection through ATP Machines was introduced in the year 2012 for which Tenders were floated centrally at H.O. level and the work has been assigned to the Agency found eligible in the Tendering process for installation of ATP Machines throughout Maharashtra.



- 1.7 Meanwhile, it was observed that due to lack of proper monitoring of bill collection activities by the Field offices, some instances of misappropriation of company's money have taken place. Further, there were instances of deviation from the Agreement Clauses by the Agencies. To ensure better monitoring and control over the Agencies, it was decided in the year 2013 to accord approval for new bill collection proposal as well as renewal cases centrally at H.O. level instead of Field offices.
- 1.8 Considering the time period of 9 years from the last review of the collection mechanism and subsequent changes such as increased use of computerization and new technologies in Banking Fields, Management decided to take a fresh review in the year 2013 of the collection mechanism so as to have better monitoring of the collection activities.
- 1.9 The Committee recommended various measures for strengthening the bill collection mechanism and accordingly based on the recommendation instructions have been issued to Field Offices vide Circular no. 10666 dtd. 01/04/2014. However the various representation by collection Agencies were received directly or through GoM asking to review the existing terms particularly commission and security Deposit. Some of the grievances are as under:
- Increase in rates of Commission payable for energy bill collection work.
  - Reduction in quantum of Security Deposit asked from the Agencies towards bill collection work.
  - Increase in rate of interest payable by MSEDCL on Security Deposit accepted from Agencies.
  - Timely payment of Commission bills.

In the year 2015, the Hon'ble Energy Minister, Govt. of Maharashtra has directed to review the existing energy bill collection mechanism and formulate policy so as to address the issues raised by the bill collection Agencies. In order to address the grievances and to optimize the collection MSEDCL has decided to pronounce a New Energy Bills Collection Policy.

## **2.0 TITLE :**

**This policy document will be known as " New Energy Bills Collection Policy-2015"**

## **3.0 PERIOD OPERATION:**

This policy will come into operation **with effect from 1<sup>st</sup> April, 2015** and shall remain in to force till the formation of a new policy in future. The existing Agreements which are valid beyond 1<sup>st</sup> April, 2015 will stand modified as per the "**New Energy Bills Collection Policy-2015**".

## **Eligibility Criteria for award energy bill collection work to Credit Co-op Societies including Employee Credit Co-op Societies, Urban Co-op Banks & Other Private Societies.**

### **Who will be eligible for energy bill collection work?**

- Co-operative Societies registered with Registrar of Co-operatives.
- Charitable Trust/Institutions registered as Public Trust with charity Commissioner.
- Any other Govt. nominated agency like Setu.
- The Agency should be registered club like Lions, Rotary, Giants, Jaycee, etc.

### **Basic Qualifying criteria :**

- The Agency should have established before 3 years. In case of Urban Co-op Banks the period shall be of 5 years.
- The Agency should have Audit class "A" or "B" continuously for last continues three financial years.
- The Agency should have a minimum 100 members.
- Statutory Registration :
  - The Agency should register under Shop & Establishment Act.
  - The Agency should have Service Tax Registration under Central Excise.
  - The Agency should possess a valid PAN Number under Income Tax Act.
- Documentary evidence to be submitted :
  - Audit Report for last continues 3 Financial year.
  - The Agency should submit necessary documentary evidence to substantiate to financial soundness of the operations for last 3 continues financial years.
  - The Agency should submit the copy of the bye-laws having specific mention of bill collection activities to be carried out by the Agency.
  - If collection is required for more than one branch proper proof of registration of each individual branch should be submitted. [viz. Copy of approval letter from DDR / Registrar of Co-op Societies] and from Reserve Bank of India, registration for Urban Co-op bank branches. In urban areas Shop & Establishment Registration to be essential, Where as in rural area Grampanchayat Dhakla to be required.
  - If the premises are hired by the Agency, a copy of the lease Agreement is submitted. In case of own premises receipts of taxation required.
  - A copy of Board Resolution regarding undertaking such bill collection work.
  - An undertaking for readiness to carry out the computerised energy bill collection work and depositing of Security Deposit.



## **Performance Parameters for Renewal of Agreement with Credit Co-op Societies including Employee Credit Co-op Societies, Urban Co-op Banks & Other Private Societies**

- Fulfilment of the eligibility criteria as on the date of Renewal of Agreement.
- Adequacy of the Security Deposit available with MSEDCL as per prescribed criteria / Agreement.
- Whether the Agency deposits the amount collected from consumers into MSEDCL Bank Account as per Agreement Clauses? Instances of delayed transferred to be reviewed.
- Whether the Agency submits the MIS as per time schedule and format prescribed in the Agreement?
- Whether the Agency is involved in misappropriation / fraudulent use of company's money?

**GENERAL TERMS AND CONDITIONS OF THE AGREEMENT**  
**[Common to all Modes of Collection and Agencies]**

**1.0 Scope of Work :**

- 1.1 Collection of energy bills from Low Tension (L.T.) consumers of MSEDCL by the Agency through their branch/es in the Jurisdiction of Division, at the places specified by the MSEDCL by issuing the computerized receipt. In exceptional cases, manual system will be in operation and in such cases the money receipts provided by MSEDCL is to be issued for each payment received from consumer. In no circumstances, Receipt should be given by embossing on bill stub or by stamping on the energy bill copy of the consumer.
- 1.2 The collection activity shall include acceptance of amount of LT energy bill from the consumer by the Agency, issuing a valid Money Receipt to the consumer for such amount received, Deposit of the amount in MSEDCL designated Bank Account as per the frequency agreed in the Agreement, Submission of the desired MIS of the collection in time to the concerned MSEDCL office in the prescribed pro-forma as required by MSEDCL in Soft form / Hard copies, Providing information required for reconciliation purpose from time to time as required by MSEDCL, etc. The rate of commission charges as agreed in the Agreement shall be the consolidated rate for all these activities as a whole and no additional charges of the individual activity shall be claimed by the Agency.
- 1.3 MSEDCL may, through its Executive Engineer-in-charge of the Division concerned, add/delete to the specified places, the names of the newly electrified areas/villages/towns as and when necessary.
- 1.4 Collection includes collection of energy bills and additional security deposits only in terms of Cash/DD/Cheque. Any other item of collection shall include service connection charges, deposit towards temporary or permanent service connection, etc. that may be mutually agreed to between the parties to the Agreement.
- 1.5 The Agency shall collect the payment of computerized energy bills issued to LT consumers only and bills from HT consumer shall not be collected. Agency shall not accept part payment of bills.
- 1.6 Bills having manual corrections can be accepted provided the same has been duly authenticated by the EE/DY EE/AE of the Division, Sub Division as the case may be under his name, signature & stamp.
- 1.7 The agency shall remit the amount collected as referred in 1.2, 1.3 & 1.4 above in to the MSEDCL's Designated Bank Account as prescribed by MSEDCL within time limits as agreed in the Agreement.

- 1.8 The Agency shall provide the bill collection services during the timing as per the requirement communicated by MSEDCL, however in the event of heavy rush of consumers, till such time the last consumers payment is accepted.

## **2.0 Security Deposit and Insurance :**

- 2.1 The total Security Deposit shall be equivalent to 3 days average cash collection during last quarter.
- 2.2 Initially the Agency will have to pay an amount of rupees One lakhs per collection centre towards Security Deposit in the form of Cash / D.D.
- 2.3 The first review of Security Deposit shall be taken on completion of 3 months from the start of bill collection work by the Agency. Out of the total amount of Security Deposit calculated as mentioned above, Rs. 1.00 lakh per collection centre will have to be deposited in the form of Cash/ D.D. as per (2) above. The balance amount can be deposited in the form of Bank Guarantee (B.G.) / Fixed Deposit (F.D.) from any Nationalized / Scheduled Bank as per prescribed format of MSEDCL (enclosed as **ANNEXURE-"A-1"**)
- 2.4 Subsequently, the review of adequacy of the Security Deposit vis-à-vis the amount collected by the Agency will be taken every six months and the shortfall if any shall be recouped by the Agency within a period of 15 days from the demand made by the concerned MSEDCL office. Failure on the part of Agency to deposit the additional Security Deposit demanded by MSEDCL from time to time shall amount to breach of Agreement and may result in suspension of bill collection activities of the Agency.
- 2.5 The Agency shall submit the Security deposit in Cash or in terms of B.G. separately for each collection centre.
- 2.6 MSEDCL will pay interest on the Security Deposit paid by the Agency in the form of Cash/DD at the Interest rates at par with Bank rate of Reserve Bank of India applicable to Consumers Security Deposit as decided by MERC from time to time. Income Tax shall be deducted at source on interest payable on S.D. held in Cash / DD with MSEDCL as per I.T. Act.
- 2.7 The Security Deposit will be refunded three months after the expiry of the contract subject to reconciliation / settlement of the account with fullest satisfaction of MSEDCL.
- 2.8 The Security Deposit would be just, proper and satisfactory for execution of contract of collection work and shall be liable to be adjusted towards any amount due from the Agency and the losses, if any, caused by the Agency to MSEDCL.
- 2.9 For the purpose of calculation of quantum total of Security Deposit to be paid by the Agency, only the amount of Cash collection is to be considered and the quantum of cheque collection need not be considered.



2.10 **Fidelity Insurance and Transit Risk Insurance** : All the amount collected in Cash shall be insured and kept insured throughout the term of the Agreement by the Agency against all risks and the Agency shall arrange for Fidelity Insurance and Transit Risk Insurance for all money held in his custody.

### **3.0 Other Terms & Conditions :**

- 3.1 Agencies should have necessary infrastructure for computerized collection mechanism.
- 3.2 No extra cost will be borne by MSEDCL for installation of the software as well as running the software during the currency of the contract.
- 3.3 Agency shall comply with all the necessary requirements such as Registrations, etc. as per relevant Acts and the contract will be liable for termination if any deficiency is observed during the currency of the contract.
- 3.4 Agencies shall study the Billing/Collection system as well as MIS requirements of MSEDCL before signing the Agreement. Further, the Agency shall visit MSEDCL's concerned office frequently for proper co-ordination of work.
- 3.5 MSEDCL reserves the rights to award the energy bill collection work to more than one Agency in the same area.
- 3.6 Any modifications /amendment / alteration to the Agreement shall be treated as a part of Agreement.
- 3.7 MSEDCL may issue operative instructions for workability of contract and it will be binding on Agency to meet MSEDCL requirements during the contractual period. The changes required by MSEDCL during contractual period will have to be implemented by Agency free of cost.
- 3.8 The Agency will be responsible for the integrity or otherwise of the person employed by them for the bill collection work. In the event, where an employee or any person deputed by the agency is found involved in pursuing any illegal or unethical activity that may result in any kind of loss to MSEDCL, the contract with the agency shall be liable to be terminated and the quantum of loss caused to MSEDCL out of such activity will be recovered from any dues payable by MSEDCL to the Agency including Security deposit.
- 3.9 If any of the Agency's employee/s, in the opinion of MSEDCL is found guilty of any misconduct or incompetence or negligence, in performing the contract then, if so directed by MSEDCL, the Agency shall at once remove such employee from bill collection work and replace him by a qualified and competent substitute.
- 3.10 The Agency is an independent business establishment doing work of Commission Agent on commission basis and the Agency alone shall be liable and shall bear all costs and expenditure

incurred by him for his establishment including office premises staff etc. and MSEDCL shall in no way be liable for such expenditure.

- 3.11 Agreement for bill collection work does neither confer any right to the Agency nor its employees to seek employment in MSEDCL for whatsoever reason.
- 3.12 MSEDCL may in exceptional cases and at its discretion, allow the Agency to carry out the collection work at the MSEDCL's own premises. In such cases, MSEDCL shall be entitled to charge such amount per month in lump-sum as prescribed by MSEDCL from time to time and in no case the Agency will be entitled to create any kind of right / title or interest in the said premises. MSEDCL will be at liberty to stop Agency from using MSEDCL premises at any time without assigning any reason.

#### **4.0 Duration of Agreement.**

- 4.1 The Agreement shall be valid for a period of Three years from date of execution of the agreement, unless revoked earlier for reasons stated in the contract by either Party.
- 4.2 Though the Agreement period is for 3 years, there will be annual performance review of the work every year and the continuance of the collection services by the Agency shall be subject to satisfactory performance every year. The annual performance review will be taken based on the parameters mentioned earlier.
- 4.3 **Restriction on Transfer of Agreement:** The Agreement is not assignable, transferable or sub-licensable by Agency, except with prior written consent of MSEDCL.

#### **5.0 Termination of Agreement:**

- 5.1 The Agreement is terminable by 30 days notice in writing by either party.
- 5.2 In the event of discontinuation of the collection work by the Agency during the first year of the Agreement period of three years, MSEDCL shall recover an amount equivalent to 10% of the security deposit held towards the administrative costs incurred by the MSEDCL.
- 5.3 In the event of misappropriation of funds by the Agency, the Agreement will stand terminated with immediate effect. However, MSEDCL reserves the right to recover all money / losses / interest caused by such misappropriation including cost of legal formalities from the Agency.

#### **6.0 Consequences of Termination of Agreement :**

- 6.1 **Action pursuant to Termination of Agreement:** Upon termination of the Agreement, the Agency shall ensure clearance of all dues and claims payable to MSEDCL within Seven days. In case of failure on the part of Agency, the dues shall be recovered by MSEDCL from any amounts

payable to Agency, including Security Deposit paid in cash /D.D. and interest payable thereon and encashment Bank Guarantees submitted by Agency.

6.2 Notwithstanding any other rights and remedies provided elsewhere in the Agreement, upon termination of the Agreement:

- Agency shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the Agency is still related to the MSEDCL for bill collection work.
- The expiry or termination of the Agreement for any reasons whatsoever shall not affect any obligation of either Party having accrued under the Agreement. Expiry or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiry or termination of the Agreement.

6.3 Notwithstanding anything stated in the Agreement in the event of any default or failure on the part the Agency in complying with all or any of the terms and conditions mentioned herein above or in the event of the Agency failure to carry out the contract work to the satisfaction of the MSEDCL, the agreement shall be liable to be terminated immediately without assigning any reason thereof and without prejudice to other rights available to the MSEDCL as provided herein or as per general Law in force to claim compensation for any loss damages etc, suffered by the MSEDCL on account of the such failure/default. In addition to this MSEDCL may forfeit the security deposit furnished by the Agency in such cases.

6.4 In the event of termination of Agreement by MSEDCL, the Agency shall forthwith remit all the amounts collected by the Agency and within a week render full up-to date account of Money Receipts together with all used/unused money receipt books etc.

## **7.0 Force Majeure :**

If at any time, during the currency of the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities or any act of God, provided notice of happenings of any such event is given by the affected party to the other, within 21 days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of MSEDCL as to whether the service may be so resumed or not, shall be final and conclusive. However, the Force-majeure events noted above will not in any way cause extension in the period of the agreement.



## **8.0 Confidential Information:**

It is understood to mean the business and technical information made available by a Disclosing Party to a Receiving Party in written, machine recognizable, graphic or sample form including, without limitation or performance specifications, its analysis, compilations, studies, notes and all other information and data disclosed orally, visually or electronically which has been developed / is exclusive to the Disclosing Party.

The Receiving Party agrees to use reasonable endeavors in safeguarding the Confidential Information and to protect the information with the same standard of care and precaution it shall use for its own confidential information.

Each Party agrees that the Confidential Information will not be used for any purpose other than pursuant to the Transactions. Each Party will restrict access to Confidential Information to those of its entities controlling, controlled by or under common control with the Party ("Affiliates"), Representative and the Representative of Affiliates, in each case whose access is reasonably necessary for the purposes described herein. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature, and shall be directed to treat such information confidentially and shall agree to abide by the provisions of the Agreement. In any event, each Party shall be responsible for any breach of the Agreement by any Person to whom that Party discloses Confidential Information.

All Confidential Information shall remain the property of the Disclosing Party. Upon demand, all such information and copies thereof including any documents or record into which such information is merged/stored shall be immediately returned to the Disclosing Party.

No rights or obligations other than those expressly recited herein are to be implied. No license from either party hereto is hereby granted or implied, by estoppels or otherwise, under any copyrights, patents (existing or future) or for any use of Confidential Information except such use which is expressly contemplated by the Agreement.

Except as otherwise required by law or the rules or regulations of the relevant jurisdiction to which a party may be subject, neither Party will, without the prior written consent of the other, disclose to any Person, not a party to the Agreement, any Confidential Information, the fact that Confidential Information has been provided to the Party, that discussions about the Transaction are taking place or any of the terms & conditions or other facts with respect to the Transaction.

Each Party will, promptly upon the request of the other, deliver to the requesting Party the documents comprising the Confidential Information or any part thereof and will destroy any copies, notes, or extracts thereof, without retaining any copy thereof, except that any portion of the Confidential Information that consists of Analyses and any written Confidential Information not so requested and returned, shall be retained and kept subject to the terms of the Agreement, or upon the other Party's request destroyed (such destruction to be confirmed in writing). Provided, however, neither Party shall be required to destroy or alter any computer archival and backup tapes or archival and backup files (collectively, "**Computer Tapes**"), provided that such Computer Tapes shall be kept confidential in accordance with the terms of the Agreement.

In no event, the termination of the Agreement shall affect the obligations already in effect under the Agreement unless otherwise agreed by the Parties in writing.

Unless amended by written agreement of the Parties, the confidentiality provisions of the Agreement shall remain effective continuous and permanent from the date of execution of the Agreement.

**9.0 All Circulars/ Rules/ Regulations of MSEDCL in respect of energy bill collection work will be applicable to the Agencies.**

**10.0 Jurisdiction of the Court :**

In the event the disputes are not settled at Billing Unit level / Division level and the matter is required to be referred to Judicial authority, the concerned Civil Court under whose jurisdiction the Division Office is located, shall be the appropriate Court for jurisdiction purpose. All the disputes arising under the Agreement or in connection therewith shall be governed by Indian Law.

**11.0 Entire Agreement:**

The Agreement constitutes the entire understanding between the parties to the Agreement and supersedes any previous understanding, agreement or arrangement between the parties in relation to the matters contained in the Agreement.

**12.0 Amendments:**

No modification, amendment or waiver of the terms and conditions of the Agreement shall be valid or binding unless made in writing and duly executed by the Parties. Subsequent to execution of the Agreement, modification to the Agreement Clauses can be made by way of exchange of letters subject to acceptance by the other party to the Agreement.

**13.0 Provision of Services:**

The Agency shall be responsible for maintaining the quality of services as per parameters regarding transfer of funds, data transfer and MIS and consumer services prescribed from time to time on continuous basis to ensure compliance with applicable Indian law.

- 14.0** Any provision of the Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.
- 15.0** No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 16.0** The provisions of the Agreement shall be binding upon successors and permitted assigns.
- 17.0** Unless otherwise provided herein, all notices or other communications under or in connection with the Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile.
- 18.0** Neither the Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to the Agreement any rights or remedies hereunder.
- 19.0** In connection with the Agreement, as well as all transactions contemplated by the Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- 20.0** The invalidity or unenforceability of any provisions of the Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of the Agreement in such jurisdiction or the validity, legality or enforceability of the Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- 21.0** The Agreement shall be signed in duplicate, each of which shall be deemed to be an original.
- 22.0** Neither Party may assign, in whole or in part, the benefits or obligations of the Agreement to any other person without the prior written consent of the other Party.
- 23.0** In the event of any misappropriation of the amount by the Agency/ its representatives, the Members of Board of Directors / Governing Body Members of the Agency will be liable for the consequences as per the law.



## **SPECIAL TERMS AND CONDITIONS OF THE AGREEMENT**

[Mode wise / Agency wise Special Features of the Agreement]

### **CREDIT CO-OP SOCIETIES INCLUDING EMPLOYEE CREDIT CO-OP SOCIETIES, URBAN CO-OP BANKS & OTHER PRIVATE SOCIETIES.**

#### **1.0 Computerization :**

- 1.1 In view of the advancement of technology MSEDCL expects that the collection process to be computerized by the Agency. For this purpose the customized software prepared by MSEDCL will be provided to the Agency free of cost along with the Money Receipts stationery. The Agency shall forward the necessary MIS and receipts details in soft copy such as CD/ E-mail to the concerned Billing Unit daily.
- 1.2 It is expressly understood that the MSEDCL's Collection Software, M.R. Books / Stationary and the amounts collected by the Agency shall be held by him in trust for the MSEDCL and any loss, shortage, misuse of money receipts either by the Agency or his employee shall make and render the Proprietor/Partner/Director Jointly and severally liable for breach of trust and the Agency shall forthwith make good any loss or damage suffered by the MSEDCL on this account. Loss of money receipts books should be notified to the MSEDCL immediately by the Agency.

#### **2.0 Area of Operations :**

- 2.1 Mostly in one or two Divisions. However, Multi branch / Multi - locational counters also exist.

#### **3.0 Execution of Agreement :**

- 3.1 After approval of the proposal for new bill collection centre from the competent authority i.e. Chief Engineer of the Zone and from the Supdt. Engineer of the Circle for renewal of Agreement with the existing Agencies, necessary Agreement with the Bill Collection Agencies will be executed by the Ex. Engineer of the Division.
- 3.2 While according the approval by the Competent Authority for energy bill collection proposals (New/Renewal), the respective Competent Authorities shall ensure due diligence and genuine requirement of the collection centres in that area.

#### **4.0 Fund Transfer Mechanism :**

- 4.1 The Agency shall deposit the energy bill collection amount in MSEDCL's designated Bank Account within 24 hours as informed by the concerned (O&M) Division Office every day or next day without keeping any balance in hand with the Agency.
- 4.2 The Agency shall deposit cash collected from consumer in its own Bank account and transfer the same to MSEDCL's designated Bank account within 24 hours from the date of collection by

- NEFT/RTGS only. The Agency shall not issue cheque to MSEDCL for transfer of such cash from Agency's Bank account to MSEDCL's Account.
- 4.3 If, at any point of time, it is observed that Agency is not depositing the cash collected from consumers to MSEDCL's Bank account as prescribed above, the Agreement for bill collection work with the Agency will be liable for termination.
  - 4.4 In case of any delay in transfer of collections amounts by the Agency, interest at the rate of 18% per annum at 1<sup>st</sup> instance & 24% per annum for subsequent instances in the same month would be charged & recovered from the Agency. The interest amount will be recovered from the amounts payable to the Agency, on account of energy bill collection charges/Security Deposit.
  - 4.5 In case of instances of misappropriation of the amount collected by the Agency, appropriate legal action including filling of FIR shall be initiated by the In-charge of the Sub-division / Executive Engineer of the Division.

## **5.0 MIS Transfer Mechanism :**

- 5.1 In Computerized Collection System, the computerized receipt stationery along with the collection software will be provided by MSEDCL. Out of two copies of receipt, original copy will be issued to the consumer and 2<sup>nd</sup> copy will be sent along with Bills Stub to the Billing Unit. The DCCR along with the receipt numbers shall be forwarded by the Agency in soft copy form viz. CD/Pen drive/E-mail to the concerned Billing Unit offices daily.
- 5.2 The Agency will be supplied with a printed computer receipt stationery by the MSEDCL, at own cost, and Agency shall issue only these receipts to the consumers. The receipts shall be printed in duplicate. The Day end report shall be forwarded to the officer-in-charge of the Billing Unit on the next working day positively along with Bill stubs. No stationery items other than DCCR book and Money Receipt Book will be issued by MSEDCL to the Agency.
- 5.3 The receipts issued by the Agency to consumers will bear the signatures of the authorized official of the Agency and the Agency seal.
- 5.4 In respect of service connection charges, energy security deposits and other miscellaneous items of collection, the consumers will present to the Agency the demand letters received by them from the authorized officers of the MSEDCL. Receipts will be issued to these consumers by the Agency as per the procedure mentioned above. This is applicable only in those cases where the Agency is authorized by the concerned Officer In-charge of the Billing Unit for collection of other charges in addition to energy bills.
- 5.5 The Agency shall ensure that proper receipt type code is used while passing the Money Receipt (M.R.).

- 5.6 The Agency shall furnish on a daily basis the bill collectors Daily Cash Collection Report and Computerized Statement duly accompanied with the counterfoils of Bank pay-in-slip [duly acknowledged by the Bank] of the amount deposited along with cancelled receipts record to concern billing unit.
- 5.7 The list of important documents used in the bill collection work by Agency and the frequency of submission of these documents to MSEDCL shall be maintained by the Agency as per **ANNEXURE-"A-2"**.
- 5.8 The Agency shall keep an account of all the Money Receipts Books/Computerized pre-printed receipts issued to it and such record shall be made available to MSEDCL as and when required.
- 5.9 The Money Receipts Books issued to the Agency shall be held by the Agency in trust and misuse of the Money receipt will attract appropriate action by MSEDCL including withdrawal of collection services by the Agency. The Agency will be held responsible for any misuse of Money Receipts by its employees.
- 5.10 If at any time in the opinion of the Executive Engineer in charge of the Division, found that the Agency is not following prescribed procedure and in case of default on the part of Agency in forwarding Daily Reports, as desired by MSEDCL, the collection services provided by the Agency would be liable for termination.

## **6.0 Schedule of Energy Bill Collection Charges**

- 6.1 MSEDCL shall pay to the Agency, charges for the service rendered towards the collection of the amount against energy bills and other charges at the following rates.

Rate per Receipt -Rs. 4.00 + Service Tax.
- 6.2 Here Computerized Collection shall mean issue of computerized money receipts by the Agency to the consumer and submission of MIS of collection to the Billing Unit in the soft form.
- 6.3 The above rates are all inclusive charges and **no** other charges such as cheque clearance, cash handling, remittance, RTGS/NEFT charges, Cost of computerized stationery, CD, Pen Drive etc. are payable by MSEDCL.
- 6.4 In no case the Agency shall deduct their amount of Bill towards energy bill collection charges from the collection amount of MSEDCL.
- 6.5 MSEDCL shall reimburse the cost of revenue stamp used by the Collecting Agent while issuing receipts for bills to the consumer. For this purpose the Agency shall furnish the account of revenue stamp used along with the receipt data.

## 7.0 Payment Mechanism for Payment of Commission Bills :

- 7.1 At the end of each month, the Agency shall prefer to the MSEDCLs concerned Division Office, invoice of charges payable by MSEDCL towards bill collection services provided by the Agency giving the details number of receipts, expenses on revenue stamps, Service Tax etc. The concerned Division Office shall arrange to pay the bill for collection charges as above, received up to 10<sup>th</sup> day of the following month from the Agency, within 20 days from the 11<sup>th</sup> day of the month (i.e. total 30 days from the end of the month for which the energy bill collection charges has been claimed in the "Monthly Invoice"). The invoices received from the Agency after 10<sup>th</sup> day of the month shall be considered in the next month along with the subsequent month's invoice for collection charges. The Agency shall strictly follow the time schedule prescribed for submission of the invoices as mentioned above and MSEDCL will not be responsible for delay in payment of the commission charges due to late submission of the invoices by the Agency.
- 7.2 The concerned Agency will submit the monthly invoice alongwith a statement showing details of date wise / subdivision wise transactions and amount collected as per **Format-"1"**.
- 7.3 The cost of the revenue stamps used by Agency will be reimbursed by the MSEDCL to the Agency.
- 7.4 No charges other than mentioned above shall be payable by MSEDCL to the Agency.
- 7.5 The Agency shall submit the monthly invoice along with **Format-"1"** to the concern Subdivision office. The concern subdivision will forward the invoice with due certification to Division office for payment within three days after receipt.
- 7.6 The Division Office will scrutinize the invoice as per the terms of Agreement and payment will be released within the prescribed time as mentioned above after due audit.
- 7.7 Payment of the monthly invoice will be subject to completion of job to the entire satisfaction of MSEDCL.
- 7.8 **No** penal charges, interest or damages in the event of any administrative delays in payment of monthly invoice shall be entertained by MSEDCL.
- 7.9 MSEDCL shall pay the amount of commission within 30 days from the date of receipt of monthly invoice. The Agency shall not deduct the amount of Bill collection charges from the amount collected from consumers on behalf of MSEDCL, if the same remains unpaid.
- 7.10 The reimbursement of Service tax will be made as per the Service Tax provisions under Central Excise Act relating to Bill collection work subject to submission of documentary evidence of payment of Service Tax and valid registration of the agency under Central Excise Act for Service Tax purposes.

## **8.0 Monitoring Mechanism :**

The Agency shall carry out the energy bill collection work under the overall supervision of the Division office and Sub-division office. The day-to-day activities of the Agency shall be closely monitored at Division and Sub-division level so as to ensure proper services are available to the consumer and amount collected by the Agency is timely received by MSEDCL. In the event of any misappropriation of amount collected by the Agencies, immediate necessary action shall be initiated by the Division / Sub-division office as per the powers delegated to them. For speedy transfer of funds and reconciliation, the Division office shall utilize the Net Banking facilities provided by the Bank such as view facility of the Bank statement, SMS alert facility, Auto sweep of funds transfer, etc.

## **9.0 Dispute settlement Mechanism & Accountability Centre:**

All the routine disputes regarding late repatriation by Agency and non-payment of Service Charges payable by MSEDCL shall be settled in the normal course by the Agency representative and concern Billing Unit In-charge. If the dispute is not settled at Billing Unit level within a period of 30 days, the same shall be escalated to Division level where the Executive Engineer of the (O&M) Division and senior level Authority of the Agency shall deliberate on the issues involved in the dispute so as to resolve the issue within a period of 30 days from the date of reference. In case of dispute such as whether the delay in remittance was beyond the control of the Agency, the decision taken by MSEDCL in consultation with Agency will be final and binding. If the dispute is not settled within prescribed time frame, MSEDCL will be at liberty at its discretion to withdraw the work of energy bills collection/demand letters etc. from the concerned Agency after issuing a notice of 30 days without prejudice to its rights under the Agreement. MSEDCL shall have the right to recover any financial loss out of such dispute from any dues payable to the Agency by MSEDCL.



## DISTRICT CENTRAL CO-OPREATIVE BANKS

### 1.0 Scope of the work :

- 1.1 Collection of energy bills from Low Tension (L.T.) consumers of MSEDCL by the DCC Bank through their various branches in Urban and Rural areas throughout the District, at the places specified by the MSEDCL for purposes of Residential, Commercial, Industrial, Agricultural, Street Lighting uses, Cinema theater and Public Exhibition etc. as per bills sent by the MSEDCL to the consumers concerned by issuing the computerized receipt where the branches are computerized. In exceptional cases, manual system will be in operation and in such cases the money receipt books provided by MSEDCL is to be issued for each payment received from consumer. In no circumstances, Receipt should be given by embossing on bill stub or by stamping on the energy bill copy of the consumer.
- 1.2 MSEDCL may, through its Executive Engineer-in-charge of the Divisions concerned add/delete to the specified places the names of the newly electrified villages/towns as and when necessary and the branches of the District Banks to which the same are attached. Collection from the consumers (to whom MSEDCL has issued energy bills against the electricity consumed by them) also includes service connection charges, deposit towards temporary or permanent service connection, as well as energy security deposits from the consumers.
- 1.3 Any other item of collection that may be mutually agreed to between the parties to the Agreement.
- 1.4 Transfer / Remittance of the amount collected as above to the MSEDCL's Bank Account maintained at the Head Office, Mumbai.

### 2.0 General Conditions :

- 2.1 Duration of Agreement : The Agreement shall be valid for a period of three years unless revoked earlier for reasons stated in the contract. The present Agreement is valid upto 31<sup>st</sup> March, 2016.
- 2.2 While renewal of the Agreement with DCC Banks, the performance shall be reviewed based on the services provided by the branches in the past such as timely transfer of funds and MIS, proximity of the branches to consumers in rural areas, etc.
- 2.3 A common Draft of Agreement is circulated by H.O. in respect of DCC Banks to all the Field offices. The Supdt. Engineer of the Circle shall execute the Agreement with DCC Banks for the branches falling under his jurisdiction.
- 2.4 **Dispute settlement Mechanism** : All the disputes regarding late repatriation by DCC Bank branches / H.O. and non-payment of per receipt Charges payable by MSEDCL will be referred to the concerned Authorities as per **Annexure-"A-3"**. A time limit of 30 days shall be followed

by each level and the disputes will be escalated in ascending order. In case of dispute such as whether the delay in remittance was beyond the control of the concerned branch(s), the decision of the MSEDCL that may be taken in consultation with District Bank H.O. will be final and binding. If the dispute is not settled within a period of 3 months, the MSEDCL shall be at liberty at its discretion to withdraw the work of energy bills collection/demand letters etc. from the concerned District Bank/ branch(es) after issuing a notice of 30 days to the concerned District Bank, without prejudice to its other rights under the Agreement, the MSEDCL shall have the right to recover such penal interest from per receipt charges payable to the District Banks.

### **3.0 Funds Transfer Mechanism**

- 3.1 The branches of the affiliated District Banks situated in the Taluka places and above shall transfer / intimate, the energy collection amount to their District Banks every day or next day by keeping a balance of Rupees One Thousand only in the account. Other than above branches shall transfer the amounts every Friday to the concerned District Bank by keeping balance of Rupees One Thousand. However, in case of branches other than Taluka branches, if the collection amount on any particular day exceeds Rs. 25,000/-, the excess amount shall be transferred immediately to concerned DCC Bank, Head Quarter without waiting till Friday. Further, all the DCC Bank branches shall transfer, the amount collected for the last 3 days of the month, daily to the District Bank, H.Q..
- 3.2 If the credit to the MSEDCL's account is by way of cheques deposited by consumers, the date of realization of the cheques will be the basis for ascertaining the amount to be transferred by the DCC Bank branches. The commission charged by any Bank for realization of the cheques will be borne by the MSEDCL. However, the branch of District Bank shall send the claim of the Bank commission to the concerned Executive Engineer of MSEDCL along with DCCR. The dishonored cheques shall be sent to the concerned billing office along with its claim immediately on its receipt.
- 3.3 In no case, outstation cheques shall be accepted by DCC Bank branches from the consumers. The District Bank should furnish a weekly statement to the concerned Executive Engineer of the Division and Superintending Engineer of the concerned Circle showing the date wise, branch wise collections transferred to the MSEDCL HO Bank Account.
- 3.4 The DCC Bank H.Q. will credit the MSEDCL's Current Account every day positively based on the information received from District Branches of DCC Banks via NEFT/RTGS.
- 3.5 In case of any delay in transfer of collections amounts by the branch offices or the District Banks, interest at the rate of 18% per annum would be recovered from the District Banks. The interest amount will be recovered from the amounts payable to the District Banks on account of energy bill collection charges.

- 3.6 In case of instances of misappropriation of the amount collected by the DCC Bank / Branches, appropriate legal action including filling of FIR shall be initiated by the In-charge of the Sub-division / Executive Engineer of the Division.
- 3.7 The collection accounts of the MSEDCL with the District Bank being non-operative accounts, no cheque book needs to be supplied by the District Bank to the MSEDCL and the amount collected on behalf of the MSEDCL shall be held in trust by the District and the MSEDCL until the same are transferred to the MSEDCL Current Account by DCC Bank.

#### **4.0 MIS Transfer / Reconciliation :**

- 4.1 In case of **Manual Collection System**, the affiliated District Banks / Branches shall forward to the MSEDCL's officer-in-charge of the Billing Unit(s), every day, a Daily Cash Collection Report (DCCR) showing the amounts collected by the District Bank on each day in the prescribed proforma of Daily Cash Collection Report (DCCR). The copy of this Daily Cash Collection Report (DCCR) to be forwarded to the officer-in-charge of the Billing Center in duplicate shall be accompanied by the two copies of each money receipt i.e. duplicate and triplicate copies of the receipts issued by the District Bank to consumers and MSEDCL's part of Bill's stubs. The receipt stationery i.e. Quadruplicate Money Receipt Books (MR Book) required for manual collection system will be provided by MSEDCL to the affiliated District Bank branches.
- 4.2 In cases where the Bank is authorised to pass the receipts to the consumers from the quadruplicate receipt books so supplied to the Bank by the MSEDCL, the District Banks or its branches shall pass the receipts to the consumers from these receipt books. The bills shall be sent to the consumers in perforated three parts where the main part (upper part) having the billing details is meant for the consumers and out of the remaining two parts of the bill, one stub (middle part) shall be sent to the billing office along with the D.C.C.R. and duplicate and triplicate copies of receipt. The other stub (lower part) shall be retained by the District Bank for its own record.
- 4.3 The prompt forwarding of Daily Cash Collection Report in duplicate along with duplicate and triplicate copies of Receipts and Bills stubs on a day-to-day basis would form an important functional element in the performance of the Agreement in as much as it has a direct bearing on the future energy Billing cycle. Towards this end the District Bank will exercise utmost care and send reports invariably as per the procedure laid down.
- 4.4 In case of **Computerized Collection System**, the computerized receipt stationery alongwith the collection software will be provided by MSEDCL. Out of two copies of receipt, one copy will be issued to the consumer and 2<sup>nd</sup> copy will be retained by bank for record. The DCCR along with

the receipt numbers shall be forwarded by the DCC Bank in soft copy form viz. CD / Pen drive / E-mail to the concerned billing offices daily.

- 4.5 The affiliated District Bank Branches will be supplied with a printed computer receipt stationery by the MSEDCL, at own cost, and the District Bank shall pass receipts to the consumers on such forms only. The receipts shall be printed in duplicate. The Day end report shall be forwarded to the officer-in-charge of the Billing Unit on the next working day positively along with Bill stubs. No other stationery items such as computer papers, DCCR sheets etc will be issued by MSEDCL to District Banks.
- 4.6 The receipts issued by the District Banks or its branches to consumers will bear the signatures of the authorised official of the District Banks or its branches and the District Bank's seal.
- 4.7 In respect of service connection charges, energy security deposits and other miscellaneous items of collection, the consumers will present to the District Banks the demand letters received by them from the authorised officers of the MSEDCL. Receipts will be issued to these consumers by the District Banks as per the procedure mentioned above.
- 4.8 In case the existing arrangement of bill collection in rural areas through District Banks which have already been doing the work in a particular place, is found inadequate, the District Bank should on a request made in this regard by the MSEDCL, open a new branch or collection center in that particular place to meet the demand of the additional consumers. If the District Bank is unable to open a branch or collection center within a period of three months from the date of the request of the MSEDCL to that effect, the MSEDCL will be free to make any alternative/additional arrangement for bill collection in that particular area in addition to the existing bill collection through the District Bank.
- 4.9 If at any time in the opinion of the Executive Engineer in charge of the Division, any District Bank Branch is not following prescribed procedure and in case of there is persistent default on the part of any Branch of the District Bank in forwarding Daily Reports, the MSEDCL shall have the right to terminate the energy bill collection work by the concerned branch and make alternative arrangement for Bill Collection in that area by giving 30 days' notice to the District Bank and the branch concerned with a copy to the Apex Bank.

## **5.0 Schedule of Energy Bill Collection Charges**

- 5.1 The MSEDCL shall pay to the affiliated District Banks, charges for the service rendered towards the collection of the amount energy bills etc. at the following rates.

Urban areas	: Rs. 4.00 per receipt + Service Tax
Rural areas	: Rs. 5.00 per receipt + Service Tax

- 5.2 For the purpose of applicability of Energy Bill Collection Charges, all the DCC Bank branches located in Grampanchayat areas will be treated as Rural branches and rest will be treated as Urban branches.
- 5.3 The above rates are consolidated inclusive of all charges and no other charges such as cheque clearance, cash handling, remittance, stationery etc. are payable by MSEDCL to affiliated DCC Banks/ Apex Bank.
- 5.4 In no case the affiliated DCC Banks shall deduct their amount of Bill towards energy bill collection charges from the collection amount of MSEDCL and any such deduction made by the affiliated DCC Bank will be recovered from the future Bills of DCC Banks towards energy bill collection charges alongwith interest @ 15% p.a. thereon.
- 5.5 The above rates of commission shall be effective from 01<sup>st</sup> April, 2015 and the existing Agreements which are valid beyond 1<sup>st</sup> April, 2015 shall be accordingly modified in line with this.

#### **6.0 Payment Mechanism for Commission bills raised by DCC Banks for Energy Bill Collection Charges:**

- 6.1 At the end of each month, the District Bank shall prefer to the MSEDCLs concerned Division Office, bills of energy bill collection charges giving the details of expenses on postage, revenue stamps, Service Tax etc. The MSEDCLs Division Office shall pay the bills of energy bill collection charges as above, received up to 10<sup>th</sup> day of the following month from the District Bank, within 20 days from the 11<sup>th</sup> day of the month (i.e. total 30 days from the end of the month for which the energy bill collection charges has been claimed). The energy bill collection charges bills claimed and received after 15<sup>th</sup> day of the month shall be considered in the next month along with the subsequent month's energy bill collection charges bills.
- 6.2 The District Head Quarter of the concerned DCC Bank will prepare the Branch wise / Division wise Bill for Energy Bill Collection Charges at the end of each month in prescribed **Format- "2"** and forward to the concerned Division by 10<sup>th</sup> of succeeding month.
- 6.3 The bill of Energy Bill Collection Charges shall be accompanied by Branch wise Bank Statement as per the **Format-"3"**. and Statement showing Branch wise, Date wise details for the Energy Bill Collection Charges in **Format-"4"**.
- 6.4 The cost of the revenue stamps used by the DCC Banks as well as the actual expenses incurred by the DCC Banks on postage will be borne by the MSEDCL.
- 6.5 No charges other than mentioned above shall be payable by MSEDCL to DCC Banks.



6.6 If, the bills for energy bill collection charges in respect of DCC Banks are not paid as per time schedule mentioned above, MSEDCL shall be liable for payment of interest @ 18% p.a. on the amount of bill for the period of delay after it becomes due.

## **7.0 Service Tax :**

7.1 Service tax relating to Bill collection work will be reimbursed by MSEDCL to DCC Banks.

7.2 The DCC Banks should have the necessary Service Tax registration with Excise Authority and same should be kept valid time to time.

7.3 For re-imbursement of Service Taxes, necessary documentary evidence will have to be submitted.

The payment of Charges shall be made to DCC Bank after deduction of applicable TDS amount as per the provisions of Income Tax Act-1961.

## INDIA POST

**Scope :** The bills of MSEDCL will be accepted in cash at the all the Post Offices of Maharashtra Circle.

### 1.0 Special Terms & Conditions :

- 1.1 Collection of energy bills during counter timings by the India Post through their various Post Offices from the L.T. Consumers for power supplied to them by the MSEDCL in throughout the State of Maharashtra (All the Post Offices including Branch Post Offices/Extra Departmental Sub Offices).
- 1.2 The MSEDCL may, through its Executive Engineer of the Division concerned and in consultation with India Post, add to the specified places the names of the newly electrified villages as and when necessary and the Post Offices to which the same are attached.
- 1.3 The India Post shall collect the energy bill amount in Cash only and no cheque collection is permitted.
- 1.4 Procedure in respect of collection of energy bills and its remittance is as under-
  - MSEDCL shall send the energy bills to the consumers, each bill being in 3 parts i.e. i) consumer's copy ii) MSEDCL's copy and iii) Post Office copy.
  - The consumer shall present the bill at the Post Office along with cash.
- 1.5 On receipt of bill in Post Office, Post Office (HO/SO/BO) will take the following action:-
  - To scrutinize the bill amount i.e. amount payable on or before due date/after due date.
  - To accept the cash from the consumer.
  - To write the serial number and date of DCCR on all three parts of the bill, putting date stamp alongwith initials on all three parts of the bill and affix revenue stamp on 1<sup>st</sup> part of the bill wherever necessary and return the 1<sup>st</sup> part of the bill to the consumer.

### 2.0 General Conditions:

- 2.1 All the branches / Sub Post Offices where collection is made from consumers will be linked with particular Sub division office of MSEDCL. These BOs/SOs will collect the energy bill amount from consumers following under the concerned Sub-division only.
- 2.2 It is likely that various BOs/SOs pertaining to various Sub-division / Division of MSEDCL are following under one Head Post office. In such cases the Head Post Office will issue Form-B as per the jurisdiction of the Division of MSEDCL. **(As per Annexure-A-4).**
- 2.3 Every Head Post Office will give a monthly Branch wise statement of transaction reconciled with Form-B to the concerned Division office of MSEDCL by 10<sup>th</sup> succeeding month.

- 2.4 In case of any dispute/ procedural difficulties in this regard, the joint decision of the Chief Postmaster General, Maharashtra Circle and Chief General Manager (CF), MSEDCL shall be final and binding on both the parties. If, however, any dispute is not amicably settled between the parties to this agreement within a period of three months, both the parties shall be at liberty to withdraw the work of bill collection with a prior notice of a three months time.
- 2.5 The MSEDCL's bill collection work in Urban and Rural areas is organized through Departmental Bill Collection Centres of MSEDCL, DCC Banks, Nationalised/ Urban Co-Op Banks and other agencies to facilitate the consumers to pay their bills nearer to their residence. The MSEDCL, may in addition to the Post Offices as collection Centres, entrust the work of bill collection to other agencies.
- 2.6 The Post Office shall participate in reconciliation of accounts periodically, as may be agreed upon, with the Division concerned of MSEDCL.
- 2.7 India Post will ensure prompt depositing of amount at MSEDCL's single account with Nationalised Bank at H.O., Mumbai. The complaints relating to delay in transmission of money from any collection centre will be dealt with promptly and expeditiously.
- 2.8 This Agreement shall be deemed to have come into force from and shall remain in force for a period of five years upto subject to continuation for further period as may be agreed to between the and on such terms and conditions as may be mutually agreed to. This agreement is terminable by giving six months advance notice, in writing, by either party to the other.

### **3.0 Fund Transfer:**

- 3.1 The amount will be transferred from Branch Post Office/Extra Dept. Sub Office to Account Office i.e. Sub Post Office or Head Post Office as the case may be on the same day. This amount will be transferred through NEFT by account office i.e. Sub Post Office/Head Post Office at MSEDCL's Bank Account at H.O., Mumbai (Single Account). Transit time from Branch Post Office to Account Office will be not more than 3 and the Sub Post Office / Head Post Office shall transferred the amount to MSEDCL's Bank Account at H.O., Mumbai (Single Account) Daily.
- 3.2 Single handed Sub Post Offices will also send cash to their Account Office either SO or HO for depositing them in MSEDCL's Bank Account at H.O., Mumbai(Single Account).
- 3.3 Transit time from Single handed SO to Account Office/HO will be 3 days.

### **4.0 MIS Transfer :**

- 4.1 To prepare DCCR in form 'A' and send two copies of the same to identified MSEDCL Sub Division along with the stub of MSEDCL part, Sub Division shall send one copy of DCCR to the MSEDCL Divisional Office.

- 4.2 To deduct cost of revenue stamp used every day in the respective DCCR and remit only the net amount to its concerned Account Office(BO/SO/HO).
- 4.3 Each Head Post Office shall prepare consolidated Post Office wise list daily in triplicate in prescribed Form-B. The Head Post Office shall submit one copy of the consolidated list to the concerned Division Office of the MSEDCL and one copy to the GPO Mumbai
- 4.4 Each Head Post Office shall send an advice in form FORM-B to Director Mumbai GPO by e post/FAX followed by one copy through Registered Post as confirmation copy.
- 4.5 Each Head Post Office shall prepare monthly consolidated list in Form-C in triplicate, copy of which will be sent to the concerned Superintending Engineer of MSEDCL, and Director Mumbai GPO and retain third copy as office copy.
- 4.6 On receipt of Form-B Mumbai GPO shall consolidate them in Form-D.
- 4.7 MSEDCL will inform the single Bank Account no. of Nationalized Bank at H.O.,Mumbai for transferring the amount of collection by the Sub Post Office/Head Post Offices in Maharashtra Circle.
- 4.8 The DCCR Books containing the forms of Daily Cash Collection Report alongwith all required forms will be supplied by the MSEDCL at its cost.
- 4.9 The forwarding of Daily Cash Collection Reports alongwith Bill Stubs and of Advice on day to day basis would form an important functional element in the performance of this Agreement in as much as it has a direct bearing on the future Energy Billing Cycle.
- 4.10 The Post Offices shall therefore ensure that Daily Cash Collection Reports are sent expeditiously on daily basis under prescribed advice to the designated MSEDCL Sub Division Office.

#### **5.0 Rates of Commission Charges Payable by MSEDCL :**

- 5.1 The MSEDCL shall pay to the India Post the charges for the services rendered towards the collection and remittance of Energy Bills at the rate of Rs.4.00 for Urban areas and Rs. 5.00 for Rural areas per receipt for all energy bills collected. The amount of commission charges and cost of revenue stamps used by the Post Offices are to be deducted by the concerned Sub Post Office/Head Post Office daily from the remittance/transfer of amount MSEDCL's Bank Account at H.O., Mumbai Single Account).
- 5.2 The cost of the revenue stamps used by the Post Offices will be borne by the MSEDCL.
- 5.3 Branch Post Office will transfer the amount to its account office which may be Sub Post Office/Head Post Office and Sub Post Offices / Head Post Office will Transfer /Remit / deposit the amount (after deducting the commission and cost of revenue stamps used by the Post Offices) at MSEDCL's Bank Account at H.O., Mumbai(Single Account).
- 5.4 The above rates of commission shall be effective from 01<sup>st</sup> April, 2015 and the existing Agreements which are valid beyond 1<sup>st</sup> April, 2015 shall be accordingly modified in line with this.

## ATP MACHINES

### 1.0 Scope & Services :

Setting up of Any Time Payment (ATP) at various agreed locations of MSEDCL's Divisional Offices across Maharashtra, on Build, Own, Operate and Maintain (BOOM) basis. As the procurement of the ATP machines is under "Build, Own, Operate and Maintain" basis the service provider shall make own arrangements for supply, installation, testing, commissioning and maintenance of ATP machines. This will have the features required by MSEDCL like Touch Screen, Cash Acceptor, Cheque Acceptor, Bar-Code reader, Endorser and Thermal Receipt Printer. The machines shall be installed in MSEDCL's own premises and shall be exclusively used for MSEDCL's bill collection work.

Agency is required to install and operate the ATP machine along with licensed software on Build Own Operate and Maintain (BOOM) basis.

- Machines should be such that consumers of the area shall be able to deposit their bills by interaction with user friendly commands of the machine. Command should be simple like commands of ATMs installed by the Banks for various transactions. Instructions should appear in English and Marathi.
- Machine installed should have capacity to function 24 hours during all seven days of the week. Machine should be capable of reading bar code if provided in the Energy bill. Machine should be able to receive payment through currency/ cheques/ DD by using instruction given by customer.  
**No outstation cheques should be accepted by the machine.**
- Agency should provide one qualified person at each location who is aware of functions of machine and should provide necessary assistance to consumer for using machine for payment of electricity bills.
- Machine should be programmed such that no payment shall be accepted by the machines after due date and post dated cheques shall not be accepted by the machine. Further, no payment against manually corrected bills shall be accepted.
- Agency shall deposit Cash/Cheque/DD's collected in designated Bank Account of MSEDCL as informed by concerned Ex. Engineer of the Division office on daily basis by 11.00 AM or at any other time as per instructions of Ex. Engineer of the Division offices on the following working day. In case of delay in depositing of collected amount interest at the rate of 18% per annum (1.5% per month) shall be payable by the agency. Further, in case of occurrence of such delay on more than 2 occasions, the concerned Ex. Engineer may ask the Agency to stop operation of the machine immediately and action may be taken for encashment of BG.



- Agency shall follow instructions issued by the concerned Ex. Engineer of the Division as well as SEs of concerned Circle / Chief Engineer of the Zone for installation and operation of the machine. Agency shall be responsible for smooth operation and maintenance of machines and shall provide necessary Software/Hardware support to ensure that machines function properly round the clock. In case of power cut machine should be capable of functioning for at least four hours through back up arrangement.
- Agency shall be responsible for Insurance of machines. Company shall not be responsible for making any compensation to the Agency in case of any loss to the machine.
- Agency shall be responsible for proper advertisement of the bill collection scheme through these machines.

## **2.0 Obligations :**

**The Agency :** In providing the said Service, the obligations of the Agency shall be:

### **General :**

- Installation of Hardware & Software
- Provide Customer Support Personnel & all the time security.
- Supply of Bill receipt printing stationery
- Generation of Daily & Monthly Transaction List / MIS as per MSEDCL requirement in soft and hard copy.
- Collection of Currency/Cheque/DD from the system and remit to MSEDCL
- Handing over/ Exporting Daily Transaction Data of the respective area / Division
- Software supply for the machine
- Insurance for the machine and cash.
- Daily transaction back up
- Publicity/ Advertisement for promoting use of ATP machines for bill payments.
- Selection of places for setting up ATP machine in consultation with MSEDCL
- Integration with the MSEDCL billing software.
- Soiled, fake notes- The machine should detect the fake notes and should not accept such notes and also the soiled notes. If the bank of MSEDCL points out any fake note, the responsibility of the same will be with the agency.
- Insurance against theft of Cash insurance/Cash in transit
- Daily remittance of amount collected at stipulated time & in specified manner at the designated Bank account & MIS as per requirement of MSEDCL.
- Upkeep, backup & safety & security of the data.

- Maintain the 95% uptime of the machine including its Hardware & Software.
- Complaints handling mechanism for trouble in cash reconciliations, operations of ATP system, machines etc.
- The Agency shall provide the names of the representatives to the concerned Executive Engineer to be contracted for day-to-day operations of the machines.

### **3.0 Service Assurance:-**

- The Agency shall do the preventive/breakdown maintenance of ATP machines and related Peripherals so as to keep them operational during the entire period of contract and to maintain the uptime as per Tender document.
- For ATP machines & related equipment, the maximum acceptable downtime will be 24 hrs. failing which penalty would be applicable for the total down time accounted from the date of breakdown. The 24 hrs shall be considered as working hrs. for the purpose of down time calculation.
- In case of non rectification of problem completely (up to the satisfaction level of MSEDCL), within 3 days time of machine being down, the Agency will however provide an alternate equivalent ATP machines/peripherals, till such time the original ATP machines /peripheral is made up, in which case, the penalty for the period of availability of alternative ATP machines will not be levied.

### **4.0 Service Network :-**

The Agency will establish the service network at various locations where ATP machines will be installed. The outage of ATM machine will be informed at Agency service centre by the MSEDCL representative, in case the telecommunication facilities being out of order at service centre, the service engineer will collect the calls from the concerned division of MSEDCL falling under his jurisdiction.

### **5.0 Feedback System :-**

- The Agency will have the complaints reporting system with telecommunication facilities at his service center so that the call can be reported by their attendant at the ATP machine over telephone, mobile or personally during day hours. The Agency will register the call with date and time of outage reporting and allot a registration number. The Agency representative will fill a call slip indicating the maintenance/ repair done against the call and get it signed by the MSEDCL representative. The call status will also be recorded after attending the call.
- The Service engineer of the Agency will forward the weekly feedback to the Ex. Engineer of the division office about the details of calls received, calls attended, call rectified, and preventive maintenance done.

- The calls may also be reported by MSEDCL representative.
- Agency representative will have a fortnight meeting/conversation at the region level and circle level after finalizing it with Ex. Engineer of the division.
- The monthly review meeting will be held at Zonal level for taking stock of the position. The meeting will be attended by Agency Senior representative.

## 6.0 Responsibility of MSEDCL :

To enable The Agency to provide the said services, the obligations of MSEDCL shall be:

- Civil works for fixing ATP machines in MSEDCL premises shall be carried out by MSEDCL for which free electricity shall be provided.
- Power supply for the Machine / System only in MSEDCL premises for exclusive collection of MSEDCL Bill.
- Providing assistance for data integration.

## 7.0 Rates of Commission Charges Payable by MSEDCL :

**MSEDCL shall pay to The Agency the transactions charges as follows.**

MSEDCL Premises Rates per transaction per machine per month					
Transaction range per month	1 To 3000	3001 To 5000	5001 To 10000	10001 To 15000	Above 15000
Rates Applicable	Rs. 3.60 + Service Tax Extra	Rs. 3.35 + Service Tax Extra	Rs. 3.15 + Service Tax Extra	Rs. 2.10 + Service Tax Extra	Rs. 1.60 + Service Tax Extra

## 8.0 Submission of Bills :

The Agency will submit the monthly bill for transaction charges payable by MSEDCL in triplicate to the respective Division offices for payment indicating value of work completed. The division office shall verify the bill submitted by the Agency and make payment after due audit.

## 9.0 Terms of Payment:

- Payment shall be made on monthly basis within 30 days of submission of bill in triplicate to the concerned executive engineer of the division of MSEDCL.
- Monthly bills in triplicate shall be furnished by the Agency within first week of every month
- The Agency shall have no claim or reason to stop the services if payments are delayed. Interest will be paid @ 10% p.a. OR SBI PLR whichever is lower on the amount of commission bills delayed beyond 30 days.
- Deduction towards income tax & WCT will be made as applicable.
- In no case the agency shall deduct the amount of transaction charges payable by MSEDCL from amount collected against the energy bills from the consumers.

## **10.0 Security Deposit :**

- The Agency shall deposit Rs. 2.25 Crores (Rs.2 Crores in form of Bank Guarantee & Rs. 25 lakh cash) towards Security Deposit against all existing and future ATP installation MSEDCL jurisdiction.
- All the ATP machines will be insured for Rs. 5 Crores through Nationalized Insurance Company and the MSEDCL will be the first party for any claim and the premium will be paid by the agency.
- In case of any untoward incident such as theft/fraud etc, the deficit amount will be deposited by the Agency within 24 hours.
- MSEDCL will pay interest on the security deposit paid by the Agency in the form of Cash / DD @ rate of interest payable on consumers Security Deposit (at Postal Saving rates) and subject to change from time to time.
- The Security Deposit will be refunded within two months after the expiry of the contract.

## **11.0 Monitoring Mechanism:**

- The Division Office shall obtain the on line view facility of all the Bank Accounts under the Division.
- All the Banks where ATP collection is deposited shall be requested for availing SMS alert facility on designated Mobile Number.
- The local representative of the Agency at each ATP location shall be directed to send SMS to the designated Mobile Number as above daily for the amount collected and deposited into the Bank on a particular day.
- The process flow is defined below:
  - a. The Agency's representative will send SMS of fund transfer to the designated mobile number at the Division Office.
  - b. The Bank will send SMS of fund transfer to the designated mobile number at the Division Office.
  - c. The Dy. Mgr(F&A) in the Division Office shall match the amount received in the Bank with the SMS received from the Agency daily.
  - d. In case of any discrepancy, the Dy. Mgr(F&A) shall immediately take the necessary corrective actions.

## **12.0 Reporting System :**

- The Dy. Manager (F&A) of the Division Office shall monitor the deposit of the amount collected at each ATP location into designated Bank account of MSEDCL as above daily.

- A weekly report date wise amount collected and deposited into the Bank shall be sent to Sr.Manager/ Manager (F&A) Circle Office.
- A monthly report of date wise amount collected and deposited into the Bank shall be sent by Dy.Manager (F&A) of the Division Office to the G.M./AGM/Sr. Manager(F&A) of the Zone Office.
- In case of any discrepancy is observed in amount collected at ATP location and amount deposited into Bank, the same shall be reported by the Dy.Manager (F&A) of the Division Office within 24 Hrs. to Higher Authorities. The G.M./AGM/Sr. Manager(F&A) of the Zone Office shall conduct a detailed enquiry into such incidents and forward his report alongwith actions taken to CGM(CF), H.O., Mumbai within 7 days.

### **13.0 Deployment of Persons :**

- The Agency shall provide Operator during the period 7.00 a.m. to 10.00 p.m. every day. However, the Security of Machine during night period (10.00 p.m. To 7.00 a.m.) shall be ensured by the Agency.
- The Agency will be expected to deploy on the work only skilled /suitable qualified and trained employees with experience of the job intended to performed by them.
- The manpower should be conversant with local language in addition to that the working knowledge of ENGLISH, so as to interact with consumers.
- The persons engaged by the Agency shall be deemed always as their employees and the MSEDCL is not concerned with their engagement conditions and the remuneration.
- The Agency shall also specify the particulars of personnel deployed by him (1) number of personnel per zone per ATP machine (2) qualification of the personnel deployed (3) the recruitment plan along with the details of how resource shortage would be overcome in the course of normal operations
- The Agency shall ensure that the persons working for the Agency should be extremely polite with consumer and also ensure that they should not enter into any argument with consumer.
- In case the MSEDCL becomes liable to pay any wages or dues to the personnel or any government Agency under any of the provisions of the minimum wages act, workmen compensation act, contract Labour Regulation Abolition act or any other law due to act of omission of the Agency, the MSEDCL may make such payments as required under the law and shall recover the same from any amount payable to the Agency as well as from Security Deposit available with MSEDCL.

- If it is found that the person employed by the Agency is guilty of misconduct while operating the ATP Machine, the Agency shall immediately remove such person and the Agency will be fully responsible for the misconduct committed by such person and will have to make good the loss incurred by MSEDCL due to such misconduct.

#### **14.0 Fulfillment of statutory regulations and applicable Acts :**

- The Agency will bear the entire responsibility, liability and risk relating to coverage of work force under different statutory regulations including but not limited to workman compensation act, ESI act, factory act, Contract Labour Act 1970 etc. And any other relevant regulations, as the case may be.
- The Agency will indemnify MSEDCL against any liability or damages by way of compensation arising from any accident to person or property of persons employed by you.
- The Agency will be fully responsible for payment of benefits including but not limited to provident fund, bonus, retrenchment compensation, Leave encashment, etc. employed by you as per statutory provisions.
- Necessary payment and liabilities of their employees will be Agency responsibility, irrespective of payment received from MSEDCL or otherwise.
- The Agency shall have all the necessary registrations under the relevant Acts for carrying out the work as per provisions of contract and MSEDCL will not be liable for any failure on the part of Agency on this account.

#### **15.0 Declarations & Warranties :**

The Agency hereby declares, covenants and warrants that:

- It shall keep all confidential information in respect of the ATP machine users in absolute confidence.
- It will employ commercially reasonable measures in processing, storing of ATP machine users information to ensure data security, integrity and privacy.

MSEDCL hereby declares covenants and warrants that:

- In utilizing the said services, it will employ necessary and commercially viable measures to ensure the security, integrity, privacy of the inbound and outbound payment data.
- It will allow the agency & the manufacturer of ATP machine to use MSEDCL logo for any promotional activities related to ATP machine. all incidental revenues like advertising etc. if any shall accrue to the agency.

## **16.0 Duration / Term of Agreement :**

The contract shall remain in force for a period of 5 years from the date of execution of Agreement. This period can be extended by the MSEDCL further for 1 year on the mutually agreed terms & conditions.

The Agency shall begin the work on the start date and is to carry out the works in accordance with the programme issued by engineer in charge from time to time. the engineer- in-charge shall be executive engineer of division.

However, in case the performance during the currency of the contract at any time is found to be unsatisfactory, the MSEDCL shall have the right to withdraw the award for the remaining period of the contract.

## **17.0 Penalties :**

- Penalty for delay in attending / rectification of breakdowns/ (hardware/software):
- In addition to above, a penalty @ Rs. 200.00 per day per machine would also be applicable for the delay in call rectification if defect remained un-rectified for more than 24 hrs. for minor breakdown and 3 days for major breakdown.
- Penalty for delay remittance of amount collected : 18% penal interest will be charged on delayed remittance beyond 1 day.
- Penalty for breach of contract: On the breach of any terms or condition of this contract by the bidders, the said company shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the company to recover any further sum as damages from any sum due or which may become due to the bidders by company or otherwise howsoever. The breach of any terms of any of these general conditions of contract shall be deemed as breach of this contract.

## **18.0 Termination :**

In case Agency fails to deliver the work within the specified time during the contract period or in case the services are found not in accordance with the prescribed norms, the MSEDCL will exercise its discretionary power

- To terminate the services of the agency after giving 30 days due notice to Agency, at Agency's risk and cost and to cancel the contract reserving MSEDCL right to recover damages, notwithstanding that the powers referred above are in addition to the rights and remedy available to the Company under the General Law of India relating to contract.
- To avail similar services from elsewhere at the risk and cost of the agency. The MSEDCL will have right to recover the damages from the agency.

## **19.0 Time Limits :**

Operational Complaints –

For final rectification of complaint for ATP machine including all hardware items

- 24 hrs after detection of the defect/fault in the machine / network.
- Any defect in any part causing the loss of service of the cash collection will be treated as total outage of equipment and no concession in penalty will be permitted.
- The Agency will maintain the sufficient inventory of spare items and few complete systems as well, at various locations where machine installed in order to maintain the up-time levels. For this purpose he is required to maintain the buffer stock of hardware component and peripherals.
- The Agency will maintain the 95% uptime on monthly basis.
- For replacement of parts / and equipment, Agency shall require to take permission of the MSEDCL.
- For up-time calculation 7x24 hrs. shall be counted as working hrs.
- The outage on account of other services if included in the contract shall be considered in down time.

## **20.0 Remittance of Collected Amount :**

Agency shall be required to deposit the Cash/Cheque /D.D. collected through machine in the designated bank account as informed by concerned Ex. Engineer of Division and the necessary MIS in the office of MSEDCL positively on next working day by 11.00 a.m.

In case of instances of misappropriation of the amount collected by the Agency, appropriate legal action including filling of FIR shall be initiated by the In-charge of the Sub-division / Executive Engineer of the Division.

## **21.0 Submission of MIS :**

Agency shall be required to submit the transaction details in soft as well as in hard copy to the concerned Billing office along with the acknowledgement of amount deposited in the designated Bank Account on daily basis .

## **22.0 Settlement of disputes – Arbitration :**

Any dispute or differences or controversy of whatever other nature howsoever arising under out of, or in relation with this contract in first instant it shall be settled, amicably between parties.



- If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in clause stipulated below:-
- In the event of any Dispute between the Parties, such Dispute shall be first referred to the Superintending Engineer of the specified area of MSEDCL and the Senior Officer authorized by the Agency, for amicable settlement. Upon such reference, the said two individuals shall meet not later than 7 (seven) days of the date of such request to discuss and attempt to amicably resolve the Dispute.
- If the Dispute is not resolved as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties then the provisions of Clause (iv) shall apply.
- In the event of the dispute still existing unresolved between the parties, such Dispute shall be referred to the C.G.M of Corporate office and the authorized persons of the Agency, for amicable settlement. Upon such reference, the said two individuals shall meet not later than 7 (seven) days of the date of such request to discuss and attempt to amicably resolve the Dispute.
- If the Dispute is still not resolved as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties then the provisions of Clause (vi) shall apply.
- In the event of any dispute or difference arising between the Agency and MSEDCL as regards the interpretations of the Agreement or any matter arising out of or in connection with the Agreement or non performance of any obligation hereunder, which could not be resolved by clause (iv) shall be exclusively submitted to arbitration at the request of either party upon written notice to that effect to the other party. The proceedings shall be conducted subject to provisions of the "Arbitration and Cancellation Act 1996" and shall be referred to the arbitration of two arbitrators one to be appointed by each party hereto and an umpire to be appointed by the arbitrators in accordance with Arbitration Act before entering upon the reference.
- The arbitration award shall be speaking and in writing. The language shall be English.
- The arbitrators shall also decide on the cause arbitration proceedings. The parties agree that the award of arbitration shall be final and binding upon the parties.
- The arbitral proceedings should be completed and award be finalized within one year from the date of appointment of Arbitrators.
- Both the parties shall continue to perform the respective obligations during the conduct of dispute settlement procedure.

- The venue of the arbitration shall be the corporate office of MSEDCL situated at Mumbai.
- The arbitration shall be conducted as per provision of Arbitration & Conciliation Act 1996.

### **23.0 Patent rights and Royalties :**

- Royalties and fees for patents covering materials, articles, apparatus, devices, equipment, software and processes used in the works shall be deemed to have been included in the contract price and payable by agency.
- The agency shall satisfy all demands that may be made at any time of such royalties of fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the employer indemnified in that regard.

### **24.0 Special conditions :**

- The Agency shall ensure timely remittance of collected cash and cheques against MSEDCL energy bills. The performance after every 6 months will be reviewed & if performance is not found satisfactory contract will be terminated by issuing 30 day's notice with penalties as mentioned in penalty clause in addition to forfeiture of S.D. Paid.
- The Agency will have to maintain the confidentiality of billing information provided by MSEDCL, MUMBAI. Leakage of the same shall be treated as breach of contract.

### **25.0 Jurisdiction :**

- The agreement shall be construed and interpreted in accordance with and governed by the law of India and the courts at Mumbai, Maharashtra, India shall have jurisdiction over all matters arising out of or relating to the Agreement.
- The contract shall be considered and having come into force from the date of signing of agreement by both parties.
- The Agency shall be bound by the provisions of all the legislation whether central or state as in force and operative in Maharashtra.
- Any dispute not differences arising under, out of, or in connection with this tender/contract order shall be subject to exclusive jurisdiction of competing court at Mumbai .

### **26.0 Notices :**

All notices, communications to be given by one party to the other party under this contract shall be in writing and in English Language.

## ONLINE BILL COLLECTION MECHANISM

### 1.0 Scope :

MSEDCL is collecting the LT energy bills through various modes, independently or through various collection agencies. One of the modes of collection is through electronic / online payment mechanism. The online collection mechanism is being currently facilitated by Aggregators (viz. HDFC , Bill Desk, TechProcess) which have provided a platform to our consumers for bill payment through use of Credit Card / Debit Card, ECS, Net Banking and off line by Cash Card. In the existing system, payment gateway of HDFC which is used for bill payment through MasterCard/Visa card and aggregator i.e. Bill Desk/ TechProcess has separately made the arrangement with various banks for utilizing their Gateways for net banking, card payment, IVRS, mobile prepaid wallet and payment through ECS(Electronic Clearing System),NACH (National Automated Clearing House) & EBPP (Electronic Bill payment & presentment) facility. This in turn is offered to MSEDCL under a single platform by Bill Desk/TechProcess for online collection of energy bills from consumers. Under the National E-Governance Plan (NEGP) of The Government of India (GoI) (Maha e-Seva Kendra) M/s MahaOnline (joint venture between GoM & TCS) is nominated for bill collection in Maharashtra and has already started bill collection. Further, M/s Easy Bill,Shivkrupa & Vakrangee are facilitating Cash collection & remitting online.

To provide comprehensive payment facilities that will enable MSEDCL customers to make payments to MSEDCL through various payment modes as outlined below :

EBPP Facility	Shall refer to the Electronic Bill Presentment and Payment facility of agency offered directly and/or through any other agency Partner(s) that enables BillPay subscriber(s) to view bills and/or make payments to MSEDCL, using, inter alia, either a bank account / debit card/ credit card/ charge card and accessed by the customer either over the Internet, ATM, Telephone, Mobile, Kiosk(s), Handheld Devices or any other terminal/device/mode;
Payment Gateway Facility	Shall refer to such Bill Payment facility of agency, offered through the MSEDCL website and/or agency Partner(s) website that will enable the BillPay Subscriber(s) to make online, real-time, payments to MSEDCL using either a Credit Card/ Debit Card (Other than Master/VISA) or an online Banking account
Non-Electronic Payment Facility	Shall refer to such Bill Presentment and Payment facility of agency offered either directly and/or through any other agency Partner(s) channels that will enable the BillPay Subscriber(s) to make payments to MSEDCL using cash

## 2.0 Obligations

### Agency :

In providing the said Service, the obligations of agency shall be:

- To provide MSEDCL the Authentication Information about the BillPay Subscriber(s) who have opted to avail the BillPay facility, to facilitate MSEDCL to identify the BillPay Subscriber(s)
- To furnish or cause to be furnished to the Bank, in such format and at such intervals as may be mutually agreed to between the Bank & agency and MSEDCL, the valid payment instructions received from the BillPay Subscriber(s), relating to the payment of the MSEDCL bills; in respect of transactions to be processed through ECS, it shall be the endeavour to process the transactions at-least 2 cycles a week
- To co-ordinate with the Bank and to provide MSEDCL, in specified format and intervals as may be mutually agreed between MSEDCL and agency, relevant information /details relating to the payments received/ failed transactions in respect of the MSEDCL bills of the BillPay Subscriber(s)
- To co-ordinate with the Bank and MSEDCL in respect of the remittance to MSEDCL by the Bank of the monies, received by the Bank on account of the payment of the MSEDCL bills by the BillPay Subscriber(s), and after adjusting for the fees payable by MSEDCL in respect of the said services, as agreed elsewhere in the Agreement. The remittances shall be made as per the directives issued by RBI from time to time.
- To adopt and provide appropriate customer care procedures relating to the registration and use of the BillPay facility in respect of the BillPay Subscriber(s); notwithstanding anything provided herein or elsewhere in the Agreement, agency shall not be responsible for resolving any BillPay Subscriber(s) queries/disputes relating to the amounts billed to them by MSEDCL. However, the consumers complaints of non crediting the amount paid through agency are to be properly taken care of.
- To inform MSEDCL within a reasonable time frame, the deactivation / discontinuance of the BillPay facility by any BillPay Subscriber(s) in respect of payment of the MSEDCL bills
- Agency reserves the right to impose limits on the amount of payments which may be charged on an individual credit card account during any time period, and reserve the right to refuse to accept payments in respect of any card/account exceeding such limit. agency also reserves the right to not accept payments on cards/accounts that have questionable track record or poor payment history.

## **MSEDCL**

To enable agency to provide the said services, the obligations of MSEDCL shall be:

- To specify/demarcate to agency the Authentication Information which has to be obtained by agency from the BillPay Subscriber(s) who wish to avail the BillPay facility.
- To notify agency within reasonable time frame the acceptance or rejection, of each request for activation of the BillPay facility by the BillPay Subscriber(s). Any rejection has to be accompanied by the reasons for such rejections to enable agency to communicate the same to the BillPay Subscriber(s).
- To sign and execute necessary documents with the Bank and/or the Reserve Bank of India as may be required to implement or facilitate the provision of the said services by agency to MSEDCL.
- To provide to agency, in respect of the BillPay Subscriber(s) whose activation request for the BillPay facility has been accepted by MSEDCL, all relevant billing and payments information in the billing format as may be mutually agreed between the parties, and at such intervals and in such media as may be agreed to between agency and MSEDCL from time to time.
- To ensure that the billing and payments information/data provided by it to agency in respect of the BillPay Subscriber(s) is provided in time, is complete, accurate and in accordance with MSEDCL's business relationship with the BillPay Subscriber(s).
- To ensure that the billing and payments information/data provided by agency to MSEDCL is posted to the BillPay Subscriber(s) account, correctly, accurately timely and consistent at all times with the same standard of service that MSEDCL normally provides to the consumers of its services.
- To notify agency within reasonable time of any changes in the account information of the BillPay Subscriber(s) to enable agency to update its records and provide the BillPay facility.
- To forthwith inform agency about the BillPay Subscriber(s) in respect of whom MSEDCL decides to deactivate or the BillPay facility.
- In respect of the payments made using credit/debit cards it is clearly agreed among the Parties that in the event any amount being charged-back to agency by the card networks (viz VISA/MasterCard/Diners/American Express or any card issuing or transaction acquiring bank), agency shall chargeback the same to MSEDCL who shall (a) accept the same without demur or protest, dispute or delay (b) reverse the credit from the said BillPay Subscriber(s) account and (c) immediately refund in full such monies to agency.

In respect of all payments made through the agency' payment channels. MSEDCL shall upon receiving such information/monies, promptly credit the relevant BillPay Subscriber(s) account with the same; in the event of any delay of incorrect postings MSEDCL shall resolve and correct the same at the earliest.

- Agency to submit names & contact details of the persons accountable for the implementation of the Agreement to MSEDCL within 7 days of signing the Agreement. Agency to keep MSEDCL informed about changes in the names if any during the tenure of agreement. Also Agency to depute a person at MSEDCL HO Helpdesk, 2 to 3 times a week to co-ordinate MIS activities.
- Agency will make constant endeavor to increase the number of receipts and the same shall be reviewed quarterly by MSEDCL and which will also be considered for continuation/termination of the contract.
- Any delay by Agency to repatriate the collected funds to MSEDCL's designated bank account, above the period as agreed will attract a penalty charge of 18% p.a. of the collected amount for each day of delay.

### **3.0 Monitoring Mechanism:**

To co-ordinate the activities involved in the online payment mechanism, a separate Helpdesk was established centrally at HO on July'10. Help Desk consists of persons from Finance, IT and two persons from outsourcing agency . Service of a Help Desk is necessary for identifying, tracking and managing the activities in the process of payment through Payment Gateway mechanism in respect of Debit Card, Credit Card, ECS and Net Banking payments made through the currently operational three Payment Gateways viz., HDFC Bank, BillDesk & TPSL. Activities of finance person include monitoring fund transfer, data transfer generation of IBA and reconciliation, while MIS transfer is monitored by IT person from HO. All the collections received through online collection and cash collection agencies are collected centrally and transferred to Canara bank account of WM section daily.

**Major activities performed by the finance persons in respect of online payment at HO Helpdesk are as detailed below :**

- a. Daily confirmation of amount received in bank accounts based on MIS provided by various agencies.
- b. Monitoring fund transfer and data transfer from aggregator to bank account for each agency.
- c. IBA generation/acceptance to /from circle.
- d. IBA generation/acceptance to /from WM section.
- e. IBA reconciliation
- f. Bank reconciliation.
- g. Accounting of online payment transactions.

The consumer complaints relating to online payments is also addressed at HO Helpdesk.

### **4.0 Fund Transfer :**

Fund transfer is done on daily basis to MSEDCL's bank account at HO through RTGS/NEFT. The UTR no. and MIS is then uploaded on the MSEDCL portal for approval. The Helpdesk finance then verifies the bank a/c statement & approves the funds online.

## 5.0 Data transfer :

MSEDCL have developed a mechanism where all the agencies associated with Helpdesk HO, are integrated to its portal. The respective collection agencies have to upload the data as per requirement of MSEDCL for finance approval & onward downloading by Circle IT.

## 6.0 Service Charges : The existing service charges alongwith mode of payment is as below:

SN	Agency	Collection mode	MSF (Merchant service fee)	Security Deposit	Territory
1	HDFC	Online(Master/Vis a card)	Credit card: 1% of txn value ; Debit card: 0.75% of txn value for amt <2000 ; 1 % of txn value for amt >2000; For amount greater than Rs 2,000/- per transaction, consumer to bear charges of amount exceeding Rs 2,000	NIL	PAN Maharashtra
2	Bill Desk	Online (Netbanking, ECS, EBPP, cash card)	Rs. 2.75 for net banking/ECS/EBPP/Cash card/mobile wallet; Rs 2.25 for NACH; Credit card: 1.15% of txn value upto Rs 2,000 ; Debit card: 0.95% of txn value for amt <2000 ; 1.15 % of txn value for amt >2000; For amount greater than Rs 2,000/- consumer to bear charges	Rs 9.3 Cr. 3 days average cash collection of last quarter	PAN Maharashtra
3	Techprocess	Online (Netbanking, ECS, EBPP, cash card)	Rs. 2.75 for net banking/ECS/EBPP/ mobile wallet; Rs 2.25 for NACH; Credit card: 1% of txn value upto Rs 2,000 ; Debit card: 0.75% of txn value for amt <2000 ; 1 % of txn value for amt >2000; For amount greater than Rs 2,000/- consumer to bear charges	Rs 2.7Crore 3 days average cash collection of last quarter	PAN Maharashtra
4	MahaOnline	Cash	Rs 3.5 plus service tax (invoice to be submitted at HO)	Rs 3 Crore reviewed half yearly & brought to level of 3 days avg cash collection of last quarter	PAN Maharashtra
5	Shivkrupa	Cash	Rs 3.5 plus service tax (invoice to be submitted at respective division)	Initially Rs 1Lakh per division in cash/DD; thereafter in the form of BG; to be reviewed half yearly & brought to level of 3 days avg cash collection of last quarter.	Baramati, Satara, Solapur, Thane(U), Washi, Kalyan-I, Kalyan – II, Pen, Vasai, Sangli, Ganeshkhind, Rastapeth & Pune(R)
6	Vakrangee	Cash	Rs 3.5 plus service tax	Rs 1 Crore. reviewed half yearly & brought to level of 3 days avg cash collection of last quarter	PAN Maharashtra
7	Easy Bill	Cash	Rs 3 plus service tax	Rs 5Lakh per Circle initially. reviewed half yearly & brought to level of 3 days avg cash collection of last quarter	Thane, Washi, Rastapeth, Nagpur (U), Kalyan-1, Kalyan-2, Vasai, Nashik (U)

S. N.	Mode	Existing rates of Commission	Proposed rates of Commission
1	Credit Card / Debit Card Transactions	Presently, consumer bears charge for transaction amount > Rs 2000/-	<ul style="list-style-type: none"> <li>The existing limit of Rs. 2000/- is to be brought down to Rs. 500/-</li> <li>Consumer to bear service charges for transaction amount &gt; Rs. 500/- For e.g. if bill amount is Rs. 600/-, the consumers will bear service charges on Rs.100/-</li> </ul>

## ANNEXURE –“A-1”

[Refer Page no. 6]

### FORMAT FOR BANK GURANRANTEE

[Refer A-II, Security Deposit under General Terms & Conditions]

**Bank Guarantee No:**

**Bank Guarantee Amount:**

**Effective From:** \_\_\_\_\_ to \_\_\_\_\_

**Last Date for Lodgment of Claim:** \_\_\_\_\_

**To,**

**Maharashtra State Electricity Distribution Co. Ltd.,**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In Consideration of Maharashtra State Electricity Distribution Co Ltd, a company incorporated under the companies Act, 1956 having its registered office at 'Prakashgad', Bandra (East), Mumbai 400 051 (hereinafter referred to as "Agreement") having entered into agreement dtd. \_\_\_\_\_ with \_\_\_\_\_ (Name of Agency), \_\_\_\_\_ (full Address) for Collecting LT Energy Bills from MSEDCL consumers under \_\_\_\_\_ locations under the Jurisdiction of MSEDCL. We, \_\_\_\_\_ Bank (Name of Bank), \_\_\_\_\_ (Full Address along with branch location) at the request of \_\_\_\_\_ (Name of Agency), do hereby irrevocably and unconditionally undertake to pay to MSEDCL by reason of \_\_\_\_\_ (Name of Agency) defaulting/failing to pay to MSEDCL any money payable by it under this guarantee on demand made by MSEDCL, received by us on or before \_\_\_\_\_.

We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from MSEDCL stating that the amount claimed is due from \_\_\_\_\_ (Name of Agency) to MSEDCL for any reason whatsoever, under the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee and shall be restricted to an amount not exceeding \_\_\_\_\_ (Specify the amount).

We undertake to pay to MSEDCL any sum upto Rs. \_\_\_\_\_ notwithstanding any disputes raised by \_\_\_\_\_ (Name of Agency) in any suit or proceeding Pending before any court, Tribunal, arbitrator relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and MSEDCL shall have no claim against us for making such payment.



We, \_\_\_\_\_ Bank, further agree that the guarantee herein contained shall remain in force and effect during the currency of the said Agreement. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of this guarantee we shall be discharged from all liability under this guarantee thereafter but not later than \_\_\_\_\_.

We, \_\_\_\_\_ Bank, further agree with MSEDCL that MSEDCL has the fullest liberty without our consent and without effecting in any manner or obligation hereunder to vary any of the terms & conditions of the said Agreement or to extend time of performance by \_\_\_\_\_ (Name of Agency) from time to time or to post pone for any time or from time to time any of the powers exercisable by MSEDCL against \_\_\_\_\_ (Name of Agency) or forebear or enforce any of the terms and conditions of the said Agreement and we shall not be relieved from our liability by reason or any such variation or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of \_\_\_\_\_ (Name of Agency), including its dissolution.

We, \_\_\_\_\_ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of MSEDCL in writing.

The validity period of this Bank Guarantee is from the date of issuance of the Bank guarantee till \_\_\_\_\_.

Notwithstanding anything contained herein above:

1. Our liability under this guarantee shall be not more than Rs. \_\_\_\_\_.
2. This Bank Guarantee shall be valid upto \_\_\_\_\_.
3. We are liable to unconditionally and without any demur pay the guaranteed amount or any party thereof under this Bank Guarantee only and only if you service upon us on a written claim or demand on or before \_\_\_\_\_ at our counters i.e. at \_\_\_\_\_ Bank, \_\_\_\_\_ (full Address) failing which all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereafter.

**Date:-**

**Place:-**

**ANNEXURE –“A-2”**

[Refer Page no.15]

**LIST OF IMPORTANT DOCUMENTS TO BE SUBMITTED  
BY THE AGENCY DURING COLLECTION WORK**

<b>Sr. No.</b>	<b>Name of Document</b>	<b>Time Frame</b>	<b>Remark</b>
<b>1</b>	<b>Money Receipt</b>	Daily	First copy handed over to Consumer and second copy will be sent alongwith Bills stub to the concerned Billing Unit
<b>2</b>	<b>DCCR</b>	Daily	Submitted daily along with Money Receipt stub and Bank Pay in slip to the Concerned Billing Unit .
<b>3</b>	<b>Bank Pay-in-Slip</b>	Daily	Submitted with the DCCR to the concerned Billing Unit.
<b>4</b>	<b>Monthly Invoice for collection charges</b>	Monthly	Submitted by Agency upto 10 <sup>th</sup> of subsequent Month
<b>5</b>	<b>Format A (details of Bill collection data)</b>	Monthly	To be enclosed with the Monthly Invoice submitted to the concerned Billing Unit.

## ANNEXURE –“A-3”

[Refer Page no.18]

### Accountability / Responsibility Centre

		<b>MAHAVITARAN</b>	<b>DCC Bank</b>
Issue / Receipts of DCCR	Daily	Asst. Accountant / UDC of the Billing Unit	Branch Manager of DCC Bank & Asst. Manager District H.O.
Transfer of funds (Taluka Branch)	Daily	Jr. Manager (Revenue), Division	Branch Manager of DCC Bank & Asst. Manager District H.O.
Transfer of funds (Other Branches)	Weekly (on every Friday)	Jr. Manager (Revenue), Division	Branch Manager of DCC Bank & Asst. Manager District H.O.
Transfer of Funds by District H.O. to MSC Bank & Relevant Data Branch wise /Date wise provided	Daily	Dy. Manager/Asst. Manager (F&A) of Circle Office	Asst. Manager, H.O. District

### Co-ordinators / Disputes Resolving Officers

<b>MAHAVITARAN</b>	<b>DCC Bank</b>
<b>FIRST LEVEL</b>	
Dy. Manager/Asst. Manager (F&A), Circle Office	Asst. Manager of the District H.O.
<b>SECOND LEVEL</b>	
Dy. Manager/Manager/General Manager (F&A) of the concerned Zone.	Head of the Regional Office of Apex Banks.
<b>THIRD LEVEL</b>	
Manager/General Manager (F&A) at H.O.	General Manager of Apex Bank at Mumbai.

## ANNEXURE –“A-4”

[Refer Page no.24]

### List of District wise India Post branches engaged in Energy Bill Collection work.

Name of District :

<b>Sr. No.</b>	<b>Name of the Branch Post Office</b>	<b>Name of the Sub Post Office</b>	<b>Name of the Head Post Office</b>	<b>Name of the Sub-Division of MSEDCL</b>	<b>Name of the Division of MSEDCL</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

Note : Column No. 5 & 6 are to be filled By MSEDCL

# FORMAT- " 1 "

[Refer Page no.16]

**Statement showing (Collection Centre wise date wise) details for Energy Bill Collection Charges bill for the Month of \_\_\_\_\_ 2015.**

Name of Agency :

Collection Counter No.

Sr no	Date of Coll.	Receipt details		No. of rcpts	Amt. of Collection (Amt. in Rs.)		Date of Deposit in Bank (Amt. in Rs.)		Energy bill collection charges (Applicable rate per receipt X no of receipts)	Revenue stamp used	Total (7+8=9)	Details of Cancelled receipt		
		From	To		cash	cheque	cash	Cheque				Date	Sr. No. of Receipt	Amount
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
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19														
20														
21														
22														
23														
24														
25														
26														
27														
28														
29														
30														
31														
				<b>TOTAL</b>										

**Authorized Signatory of Agency**

**FOR MSEDCL USE**

It is certified that :

1. The daily collection is verified from DCCR and found correct.
2. The deposit of Cash/Cheque is cross checked with Bank Pay-In-Slip submitted by the Agency.
3. Receipt record reconciled. Receipt used during month \_\_\_\_\_ from Sr. No. \_\_\_\_\_ to \_\_\_\_\_.
4. The cancelled receipt details as per bill are verified & all the cancelled receipts are submitted to this office by Agency.
5. Last day collection with agency cash Rs. \_\_\_\_\_ & Cheque Rs. \_\_\_\_\_ verified and found correct.

Asstt. Accountant/UDC  
\_\_\_\_\_ Sub Division

AE/Dy.E.E.  
\_\_\_\_\_ Sub Division

Dy. Manager ( F & A )  
\_\_\_\_\_ Division



## FORMAT – “3”

[Refer Page no.22]

Statement showing (branchwise datewise) details for Energy Bill Collection Charges bill for the month of-----

Sr No	Date	Receipt	collection	Repatriation	Energy Bill Collection Charges(APPLICABLE RATE PER RECEIPT * NO OF RECEIPT)	POSTAGE	REVENUE STAMP	TOTAL (6+7+8)
1	2	3	4	5	6	7	8	9
	1							
	2							
	3							
	4							
	5							
	6							
	7							
	8							
	9							
	10							
	11							
	12							
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	20							
	21							
	22							
	23							
	24							
	25							
	26							
	27							
	28							
	29							
	30							
	31							
		<b>TOTAL</b>						





**Pro-forma of Indent for fund requirement of commission**

Sr. No.	Name of Division/Circle	Unit Code	Amount of fund requirement (in Lakhs)
1	Circle		
2	Division I		
3	Division II		
4	Division III		
Total			

**Note :-**

- 1) Please mention "Nil" if the requirement for any month is Nil.
- 2) This statement should be audited.

**Certificate :-**

This is to Certify that the above requirement is not included in the monthly requirement of Proforma-I of the month and includes all commission bills of previous month.

**Manager/Sr. Manager (F&A)**  
\_\_\_\_\_ (O&M) Circle

**Superintending Engineer**  
\_\_\_\_\_ (O&M) Circle