

**F-5-2011**

**DF-02/2009-10**

**DISTRIBUTION FRANCHISE AGREEMENT**

**AURANGABAD URBAN I AND II DIVISIONS  
UNDER URBAN CIRCLE**

**BETWEEN**

**MAHARASHTRA STATE ELECTRICITY  
DISTRIBUTION CO. LTD.**

**AND**

**M/S. GTL LIMITED**



महाराष्ट्र MAHARASHTRA

18 FEB 2011

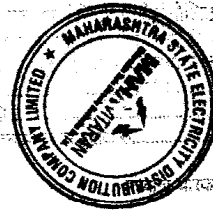
Proper Officer

SAWANT

21 FEB 2011

EA 590780

5682



21 FEB 2011

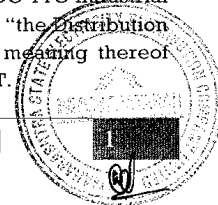
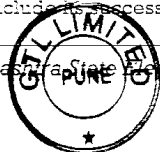
DISTRIBUTION FRANCHISE AGREEMENT FOR AURANGABAD URBAN I AND II DIVISIONS UNDER AURANGABAD URBAN CIRCLE

This Agreement made at Mumbai on 23<sup>rd</sup> February 2011 between Maharashtra State Electricity Distribution Company Limited, a company registered under the Companies Act, 1956 having its registered office at Prakashgad, G-5, Prof. Anant Kanekar Marg, Bandra (East), Mumbai-400 051, hereinafter referred to as "MSEDCL" (which expression unless repugnant to the context or meaning thereof shall include its successors and assigns) of the ONE PART

AND

M/s. GTL Limited, a company registered under the Companies Act, 1956 having its registered office at Global Vision Electronic Sadan - II, MIDC TTC Industrial Area Mahape, Navi Mumbai- 400710, India, hereinafter referred to as "the Distribution Franchisee" (which expression unless repugnant to the context or meaning thereof shall include its successors and permitted assigns) of the OTHER PART.

Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



WHEREAS:

- A. MSEDCL is a Distribution Licensee under the provisions of the Electricity Act, 2003 (the "Act") having license to supply electricity in certain areas of the State of Maharashtra.
- B. Under the provisions of the Act, MSEDCL is entitled to distribute electricity to a specified area within its area of supply through another person referred to as Franchisee.
- C. For the purpose of retail sale and supply of electricity in the Aurangabad Urban I and Aurangabad Urban II divisions as more particularly described hereinafter, MSEDCL selected M/s. GTL Limited through the competitive bidding process.
- D. MSEDCL issued a Letter of Intent No. Dir-(Finance)/PCDF/987/334123 dated 9<sup>th</sup> November 2010 to the said M/s. GTL Limited and the same had been accepted by M/s. GTL Limited.
- E. The parties have agreed to record the terms and conditions for sale, purchase and distribution of the electricity within the Franchise Area by executing this indivisible Distribution Franchise Agreement (DFA).
- F. The parties are fully aware that this Agreement is for retail sale and purchase of electricity for distribution in Franchise Area through the Distribution Franchisee as contemplated under the Act.

**NOW, THEREFORE, IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS, PREMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**1. ARTICLE 1: DEFINITION OF TERMS**

**Definition of Terms**

For the purpose of this Distribution Franchise Agreement (including all its annexure), the following terms, phrases and their derivations shall have the meanings given below unless the context clearly mandates a different interpretation. Where the context so indicates, the present tense shall imply the future tense, words in plural include the singular, and words in the singular include the plural. The word 'shall' is always mandatory and not merely directory. The definitions are applicable regardless of whether the term is written in capital letters.

**Agreement Representative**

Shall mean the persons, nominated by the Parties as set forth in Article 20

**Aggregate Technical and Commercial Losses (ATC Losses)**

Shall mean the sum total of technical losses, commercial losses and shortage due to non realisation of total billed demand for HT/ LT energy.

$$ATC Losses = \frac{\{Total\ energy\ input\ (MUs) - Energy\ Realised\ (MUs)\}}{Total\ energy\ Input\ (MUs)}$$

Where, Energy Realised is the sale of energy (MUs) multiplied by Collection Efficiency

**Average Billing Rate (ABR)**

Average Billing Rate of the division calculated by dividing the billed revenue arrived by including all components that forms part of the revenue as per the tariff order for the period for all categories put together with the total billed units for the division for all categories.

Revenue for this purpose shall include all those components which are billed against the units consumed to consumers and on collection, it is retained as revenue of the Distribution Franchisee/ or Licensee, e.g. Energy charges, Fixed/ or Demand charges, Fuel and Other Cost Adjustment Charges (FOCA), Regulatory Liability Charges (RLC), Power Factor (PF) Penalty/ Incentive and shall exclude all components which are billed to consumers and remitted to Government/ Other agencies e.g. Electricity duty (ED), Tax on Sale of Electricity (TOSE) etc. The unit of ABR is Rs. / Kwh. The same shall be computed as:-

ABR =

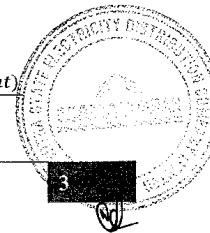
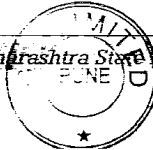
$$\frac{Total\ Demand + Subsidy - \left( \begin{array}{l} ED + TOSE + Any\ other \\ taxes\ payable\ to\ Govt. \end{array} \right)}{Total\ Billed\ Units}$$

N.B:- All components in numerator are to be measured in rupees

**Average Revenue Realisation (ARR)**

Shall mean the total revenue collected per unit energy supplied by MSEDCL at Input Points on annualised basis. Average Revenue Realisation of the division calculated by dividing the revenue collected, arrived by including all components that forms part of the revenue as per MERC tariff order for the period for all categories put together with the total input units for the division for all categories. Revenue for this purpose shall include all those components which are collected against the units consumed to consumers and on collection, it is retained as revenue for the Distribution Franchisee/ or Licensee and shall exclude all components, which are remitted to the Government/ other agencies. The unit of ARR will be Rs. /Kwh. The same shall be computed as:-

$$ARR = \frac{\left( \begin{array}{l} Total\ Revenue\ Collected - ED - TOSE \\ - Any\ other\ taxes\ payable\ to\ Govt. + Total\ Subsidy\ Amount \end{array} \right)}{Total\ Energy\ Input}$$



**Base Year**

Shall mean the period from April 1, 2008 to March 31, 2009.

**Big Four**

Big Four, is a group of international accountancy and professional services firms that handles the vast majority of audits for publicly traded companies as well as many private companies. The present members of the Big Four are Pricewaterhouse Coopers, Deloitte Touche Tohmatsu, Ernst & Young and KPMG. The term shall include the members constituting the group at the relevant time.

**Collection Efficiency**

Shall mean the ratio of revenue actually realized from consumers (including the subsidy amount, if any) and energy billed to Consumers (including the subsidy amount, if any), in percentage terms for a particular period and shall be calculated as below:

$$CE (\%) = \frac{\text{Revenue realized from consumer in rupees}}{\text{Energy Billed to Consumers in rupees}} \times 100$$

**Consumer**

Means any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under the Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be.

**Complaint**

Means any written or electronic correspondence by a Consumer expressing dissatisfaction with the products, services, or customer service of the Distribution Franchisee.

**Contract Year**

Shall mean each successive period of one year beginning from the Effective Date of this Agreement.

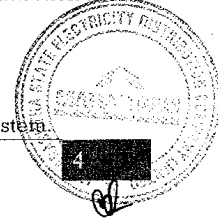
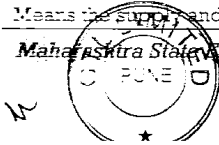
**Distribution System**

Means the system of wires and associated facilities between the delivery points on the transmission lines or the generating station connection and the point of connection to the installation of the Consumers.

**Distribution**

Means the supply and conveyance of electricity by means of distribution system

Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



**Distribution Assets**

Shall mean the assets employed by the Distribution Licensee/ Distribution Franchisee in the Franchise Area for distribution of electricity.

**Distribution Franchisee Assets**

Shall mean the assets created and employed by Distribution Franchisee in the Franchise Area for distribution of electricity.

**Distribution Losses**

Shall mean the difference between energy supplied at the Input Points and Energy Billed to Consumers in percentage terms for a particular period and shall be computed as below:

$$\text{Dist. Loss \%} = \frac{(\text{Energy Intake at Input Points in Kwh} - \text{Energy Billed to consumers in kwh}) \times 100}{\text{Energy Intake at Input Points in Kwh}}$$

The above calculation excludes power purchase from any source other than MSEDCL.

**Effective Date**

Shall mean the date of handing over of the business operations of Franchise Area by MSEDCL to the Distribution Franchisee pursuant to this Agreement after the conditions precedents are satisfied. Such date shall be indicated by the Distribution Franchisee and accepted by MSEDCL which shall not be later than ninety calendar days from the date of signing of this Agreement.

**Engineer-in-Charge**

Shall mean any person, nominated by each of the Parties as set forth in Article-20.

**Expiry Date**

Shall mean the fifteenth anniversary of the Effective Date.

**Expiry Payment**

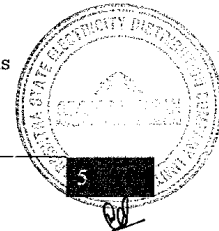
Shall mean the payment to be made on expiry of the Agreement by either Party to the other Party as per Article-16.

**Termination Payment**

Shall mean the payment to be made on Termination of the Agreement by either Party to the other Party as per Article-16.

**Extra High Voltage or EHV**

Shall mean any voltage above 33,000 Volts subject to permissible variations



**Franchise**

Means the rights granted by MSEDCL to the Distribution Franchisee to act as a franchisee of MSEDCL to distribute the electricity in the Franchise Area and all the rights, powers and authorities available to MSEDCL as a distribution licensee necessary to fulfill the obligations and responsibilities as contemplated under this Agreement and which can be conferred upon the Distribution Franchisee under the Act. The Franchise Agreement shall be an agreement for the sale of power to the Franchisee and for any other services, such as right to use the existing distribution network. However the Equity of distribution assets shall not be transferred to the appointed Distribution Franchisee. Under this agreement, franchisor does not render any service to franchise except right to use the distribution assets.

**Franchise Area**

Shall mean the area as mentioned in the Article- 4.4 in respect of which the Distribution Franchisee shall act as a franchisee of MSEDCL.

**Force Majeure**

Without limiting the general limitations of liability in any way arising under this Agreement neither party is responsible for failure or delay in performance of services or obligations hereby undertaken due to occurrence of any event of force Majeure including acts of God, acts of any Government (de jure or de facto) or regulatory body or public enemy, war, riots, embargoes, industry-wide strikes, the reduction in supply due to outage of generation facilities / transmission lines or any other causes, circumstances, or contingencies, whether of a similar or dissimilar nature to the foregoing, beyond the parties control, which cannot be reasonably forecast or prevented, thereby, hindering the performance by the parties of any of their obligations hereunder.

**GoM**

Means the Government of Maharashtra and any Ministry, Department, or any other Authority of the Government of Maharashtra

**Input Energy**

Shall mean electricity purchased from and supplied by the MSEDCL at the Input Points with reference to the calculation of Input Energy as specified in Article 7.

**Input Point**

Shall mean EHV/HV Substations as specified in Article- 4.4 and shall include such other EHV/HV substations or feeders, which may feed energy to the Franchise Area at the Effective date or during the term of the Agreement.

**Input Rate**

Shall mean Rupees per unit of electricity supplied by the MSEDCL at the Input Points as quoted in the accepted Financial Proposal of the bidder for Input Energy and attached as Annexure 7.

Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



**Letter of Intent**

Documentary evidence indicating the award of the Franchise to the Selected Bidder for acceptance

**Law**

Means, in relation to this agreement, all laws in force in India and would include any statute, ordinance, regulation, notice, circular, code, rule or direction, or any interpretation of any of them by a Governmental instrumentality and also includes all applicable Rules, Regulations, Orders, Directions, Notifications by a Governmental instrumentality pursuant to or under any of them and shall include all Rules, Regulations, Decisions, Directions and Orders of MERC.

**Major Incident**

Means an incident associated with the Distribution and retail supply of electricity in the Franchise Area, which results in a significant interruption of service, substantial damage to equipment, or loss of life or significant injury to human beings and shall include any other incident, which MSEDCL expressly declares to be a major incident. Significant interruption of service for this purpose shall mean interruption impacting more than 10,000 Consumers continuously for a period of more than 24 hours and substantial damage to equipment shall mean damage to Distribution Assets exceeding Rs 500 Lakhs in gross value.

**MERC**

Shall mean the Maharashtra Electricity Regulatory Commission, or its successors.

**MSEDCL Distribution Assets**

Shall mean the assets created and employed by MSEDCL in the Franchise Area for distribution of electricity. These exclude all residential colonies, rest houses, freehold land, Circle offices, Zonal offices, Division offices of Divisions other than those included in the Franchise Area and other similar assets, which are currently in use by MSEDCL and MSETCL staff. These assets shall also exclude transformer repair and maintenance workshops in the divisions.

**MSETCL**

MSETCL shall mean the Maharashtra State Electricity Transmission Company Limited and its successors and assigns.

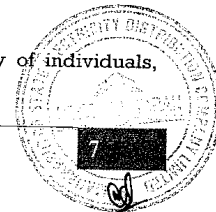
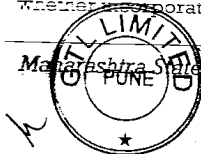
**Open Access**

Shall mean open access as defined in the Electricity Act 2003.

**Person**

Shall include any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person.

Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |





**Prudent Utility Practices**

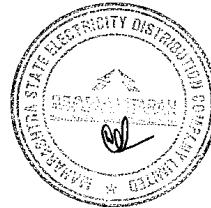
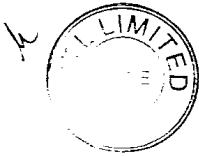
Shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring the safe and efficient distribution of electricity, operation and maintenance of Distribution Assets, billing and collection of distributed power etc.

**Public Right of Way**

Shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, bridge, tunnel, parkway, waterway, easement, or similar property within the Franchise Area, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining the system. No reference herein to a "Public Right-of-Way" shall be deemed to be a representation or guarantee by MSEDCL that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and the Distribution Franchisee shall be deemed to gain only those rights to use as are vested in MSEDCL and as the MSEDCL may have the right and power to give.

**Temporary Tariff Component**

Shall mean the commercial component, which is introduced by regulator as a temporary measure to recover any extra charges viz. extra recovery of RGPPL, Zero Load Shedding (ZLS) charges etc. or any other component of such nature introduced in future and shall not be the part of regular tariff component. Such component shall not be taken into account in calculation of AER. It shall be accounted separately by Distribution Franchisee and the same shall be remitted to MSEDCL on collection basis as specified in Article 7 and Article 11.



**ARTICLE 2 : CONDITIONS TO BE SATISFIED**

**2.1 CONDITIONS PRECEDENT TO BE SATISFIED BY THE DISTRIBUTION FRANCHISEE & MSEDCL**

**2.1.1 Submission of Performance Guarantee**

The Distribution Franchisee shall secure the performance guarantee by providing an unconditional and irrevocable Standby Letter of Credit (L/C) to the satisfaction of MSEDCL from any nationalized bank /or Scheduled commercial Bank agreeable to MSEDCL /or ICICI Bank, IDBI Bank, Axis Bank or HDFC Bank for an amount equivalent to two months' estimated amount payable to MSEDCL by Distribution Franchisee based on twice the monthly average of energy input at Input Points in Franchise Area in the Base Year and Input Rate quoted by the Distribution Franchisee for first year of Franchisee term. The Bank Guarantee shall be returned to Distribution Franchisee after Thirty calendar days post submission of an unconditional and irrevocable Standby Letter of Credit or Effective Date whichever is later.

This Standby Letter of Credit shall be governed as per conditions stipulated in Article- 11.

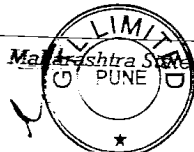
**2.1.2 Infrastructure Roll-out Plan**

The Distribution Franchisee shall submit an Infrastructure Roll-out plan to MSEDCL stating the investments to be carried out by in the Franchise Area to lower the Distribution Losses and improve the quality of supply. However, such investments by the Franchisee shall be subject to MERC approval. MSEDCL shall facilitate the Distribution Franchisee in approaching the MERC for approval of the Infrastructure Roll Out Plan. MSEDCL shall compensate the Distribution Franchisee as per Article 3.2 of the DFA. Notwithstanding anything contrary stated in the Agreement, any investment by the Distribution Franchisee which is not approved by the MERC shall not be compensated by MSEDCL at the expiry/ termination of the Franchise.

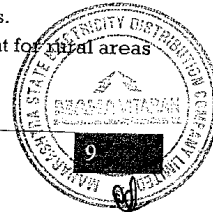
**2.1.3 Completion of Audit of Various Parameters**

The joint Audit Team of MSEDCL and the Distribution Franchisee shall complete an audit of the parameters listed below:

- 2.1.3.1 Opening level of Distribution Losses and Collection Efficiency;
- 2.1.3.2 Opening Asset Register;
- 2.1.3.3 Opening level of Inventory;
- 2.1.3.4 Ongoing Contracts as on Effective Date; and
- 2.1.3.5 Demarcation of Geographical Boundary for designated Distribution Franchisee's area.
- 2.1.3.6 Confirmation regarding non existence of Crossover points.
- 2.1.3.7 Identifying and listing of all those dedicated feeders meant for rural areas and passing over (Flyover) designated DF area.



Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



In the cases where the opening levels cannot be ascertained, suitable mutually agreed procedures should be laid out to compute the same.

2.1.4 Input Prices shall not be adjusted in the event of information post-joint audit being in variance with the numbers provided in the tender document.

**2.1.5 Calibration of Meters**

The authorized representatives of MSEDCL and the Distribution Franchisee shall conduct a joint Calibration of the interface meters at the Input points.

2.1.6 Methodology for application of price variation clause for Article 5.2.9 shall be jointly finalised.

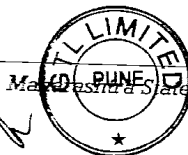
2.1.7 Methodology to compute Distribution Losses and Collection Efficiency for each year during the term of this Agreement shall be jointly finalised.

2.1.8 Sufficient number of officers of the Distribution Franchisee shall be authorised under Section 126, Section 135 (2) and Section 152 of the Electricity Act 2003 for taking necessary action to prevent the unauthorised use, theft and pilferage of electricity in Franchise Area. The Franchisee must inform MSEDCL about the categories of officers and the relevant sections of the Electricity Act, 2003 for which authorisation is needed. MSEDCL shall recommend the same to the State Government.

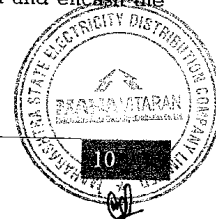
2.1.9 The Joint Audit Team of MSEDCL and Distribution Franchisee shall demarcate the geographical boundary of all the designated Distribution Franchise areas within Aurangabad Urban I & II Divisions and identify the consumers and establish their dwelling in the demarcated area, who are eligible to get supply from the Distribution Franchisee.

2.1.10 MSEDCL and Distribution Franchisee shall carryout the operation jointly for the period of maximum thirty calendar days within the designated Distribution Franchise area, prior to effective date. This joint/ parallel operations period shall be the part of the permissible period given for completion of conditions precedent. However, during the joint/ parallel operations period, the responsibility of operations and the distribution assets shall lie with MSEDCL. The entire responsibility of operations shall be formally transferred from MSEDCL to Distribution Franchisee on the Effective Date at 00:01 hrs.

2.1.11 All the conditions precedent stated herein above shall be satisfied within 90 (ninety) days of signing of this Agreement or such further period as may be extended by the parties mutually. The timeline for satisfying the conditions stated in Article 2.1.1 shall be governed by Article 11 of this Agreement. If, the Distribution Franchisee fails to satisfy Article 2.1.1 above, within the stipulated duration, MSEDCL shall be entitled to terminate this Agreement and encash the bank guarantee of the Distribution Franchisee at its discretion.



M/s. GTL Limited | Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



**2.2 CONDITIONS SUBSEQUENT TO BE SATISFIED BY THE DISTRIBUTION FRANCHISEE AND MSEDCL**

**2.2.1 Arrears Determination:**

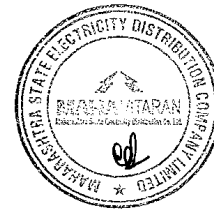
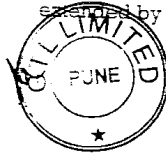
The Joint Audit Team of MSEDCL and the Distribution Franchisee shall complete an audit of:

- 2.2.1.1 Opening level of arrears;
- 2.2.1.2 Segregation into permanently disconnected and current live arrears;
- 2.2.1.3 Ageing analysis of current live arrears up to a period of three months;
- 2.2.1.4 Credit Balance from Consumers; and
- 2.2.1.5 Joint verification of permanently disconnected Consumers.

2.2.2 Methodology to compute Average Billing Rate (ABR) for each billing period for the purpose of Article-7 during the term of this Agreement shall be as per procedure and format given at Annexure-15.

2.2.3 MSEDCL shall identify the Consumers for which Service Connection Charges (SCC) have been received by it, but connections have not been provided. The Distribution Franchisee shall be responsible for providing connection to these Consumers. The installation material for such connections shall be issued by MSEDCL to the Distribution Franchisee and further supervision charges received from the Consumers, if any, towards such connections shall be remitted to the Distribution Franchisee.

2.2.4 All the conditions subsequent stated above shall be satisfied within ninety (90) calendar days, from the Effective Date or such further time as may be mutually extended by the Parties.



**ARTICLE 3: TERM OF AGREEMENT**

**3.1 Term of Agreement**

The term of this Agreement shall be for a period of fifteen (15) years from the Effective Date.

**3.2 Renewal of Agreement**

At the request of the Distribution Franchisee, MSEDCL may consider renewing the Distribution Franchise Agreement and its commercial arrangement considering the prevailing economic scenario at the time of renewal (i.e. on completion of 15 years engagement period). Such decision shall be the discretion of MSEDCL, provided the Distribution Franchisee applies formally in writing for renewal one year prior to the expiry of the Franchise. MSEDCL shall communicate its decision in this respect within a period of six months of such application by the Distribution Franchisee.

The terms and conditions of such Renewal shall be decided with mutual consent.

**3.3 Early Termination**

This agreement can be terminated before the expiration of the Franchisee Period as per the provisions of Article-16 and Article-3.4 of this Agreement.

**3.4 Event of Abandonment**

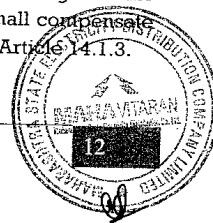
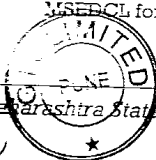
If the Distribution Franchisee ceases to operate all and/or any substantial part of the Distribution System for a period of forty-eight (48) consecutive hours without the prior written consent of MSEDCL, such an event would be termed as an event of abandonment and then MSEDCL or its designates shall be entitled to immediately enter any and/or all of the site(s) and operate the Distribution System, provided that

An event of abandonment shall not have been set to occur, if the cessation of operation has resulted from -

- (i) an event of Force Majeure or
- (ii) a scheduled outage or
- (iii) Non-supply of power by MSEDCL

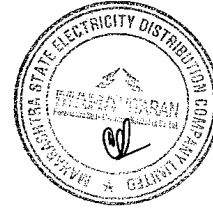
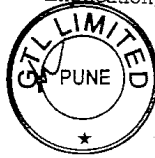
It is however expressly agreed that if the Distribution Franchisee is proceeding with diligence and good faith to overcome or remedy such event and such event is overcome or remedied within a further period of forty-eight (48) hours, then such an event shall not be treated as an event of abandonment.

It is hereby expressly agreed that all third party liabilities arising out of the event of abandonment shall be borne by the Distribution Franchisee alone. The Distribution Franchisee shall indemnify and hold MSEDCL harmless against the same as provided in Articles 14.1.1. The Distribution Franchisee shall compensate MSEDCL for the losses suffered by MSEDCL, if any, as provided in Article 14.1.3.



**3.5 Survival**

The expiry or termination of this Agreement shall not affect accrued rights and obligations of the parties under this Agreement, nor shall it affect any continuing obligations for which this Agreement provides, either expressly or by necessary implication, the survival of, post its expiry or termination.



**ARTICLE 4: GRANT OF DISTRIBUTION FRANCHISE**

**4.1 Grant of Franchise**

Subject to the terms and conditions of this Agreement and the Act, MSEDCL agrees to sale/supply electricity to the Distribution Franchisee at annual Input Rates for further distribution in the Franchise Area and the Distribution Franchisee hereby agrees that it shall perform all the obligations and accept all the liabilities of MSEDCL on behalf of Distribution Licensee for the Franchise Area as stipulated in the Law, as if they were to apply to the Distribution Licensee and other activities as stipulated in this Agreement . In consideration of the above, the Distribution Franchisee shall have "Right to Use" the MSEDCL Distribution Assets and all other rights, powers and authorities available to MSEDCL as a Distribution Licensee to perform its obligation under this Agreement. Distribution Franchisee however shall not be the owner of MSEDCL Distribution Assets.

**4.2 Legal Status of Distribution Franchisee**

The Distribution Franchisee shall be a franchisee of the MSEDCL as defined under the Act and it shall not be a licensee under Section 14 of the Act.

**4.3 Exclusivity**

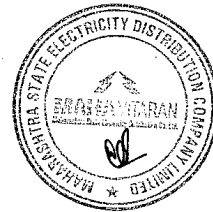
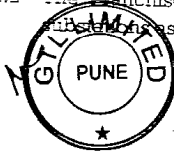
The Distribution Franchisee will be the exclusive franchisee of MSEDCL in the Franchise Area. The Distribution Franchisee shall not be entitled to assign or transfer in any manner its rights and obligations under this Agreement to its affiliate or any other third party without the prior approval of MSEDCL. However the Distribution Franchisee may appoint the sub-contractor (s) for outsourcing some of its activities with a prior three days written intimation to MSEDCL.

It is however clarified that the Distribution Franchisee alone shall be liable and responsible to MSEDCL for the due performance of this Agreement and any default / breach of any of the terms and conditions of this Agreement by any such sub-contractor shall be deemed to be a default / breach by the Distribution Franchisee.

**4.4 Franchise Area**

4.4.1 The Franchise Area shall be the Distribution Divisions of MSEDCL at Aurangabad Urban I and Aurangabad Urban II spread over approximately 138.5 square kilometres as defined in Article- 4.4.2.

4.4.2 The Franchise Area at present contains the following feeders from HV/ EHV substations given below:



Sr. No	Source	No. Of Feeders			
		132 kV	33 kV	11 kV	Total
<b>AURANGABAD URBAN DIVISION I</b>					
<i>As on 31st Mar. 09</i>					
1	400/220/33/ kV Waluj	0	1	0	1
2	220/132 kV Padegaon	3	0	0	3
3	220/132 kv Chitegaon	1	0	0	1
4	132 kV Satara	0	3	0	3
5	132/33/11kV Harsul	0	6	6	12
6	132 kv Waluj	2	8	7	17
7	Rural Div.(cross over import)	0	1	0	1
8	Rural Div.(cross over export)	0	3	7	10
<b>AURANGABAD URBAN DIVISION II</b>					
<i>As on 31st Mar. 09</i>					
1	132/33/11 kV Chikalthana	0	3	14	17
2	132/33/11 kV Harsool	0	0	2	2
3	132/33/11 kV Satara	0	1	0	1
4	Rural Div.(cross over import)	0	0	2	2
5	Rural Div.(cross over export)	0	0	2	2

The power sources mentioned above currently form the Input Points for injection of electricity in the Franchise Area.

The Franchise Area as on Effective Date shall be as mentioned in the map demarcating the Franchise Area within MSEDCL area, the map indicating various areas for the purpose of tariff & duty classification and the electrical map of existing distribution network annexed as Annexure-16 hereto.

In case the details provided in the Annexure-16 is different from the Joint Audit report, the conclusions of the Joint Audit report shall be final and Annexure -16 shall stand amended accordingly.

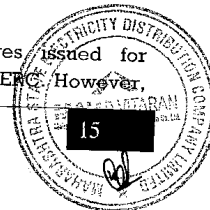
**4.5 Effect of Acceptance**

By accepting the Franchise and executing this Distribution Franchise Agreement, the Distribution Franchisee accepts and agrees to comply with the provisions of this Distribution Franchise Agreement and the Act.

**4.6 Directions**

Distribution Franchisee shall comply with MSEDCL directives issued for compliance of the Laws, Regulations, Orders and Directives of MERC. However,

~~Electricity Distribution Company Ltd. M/s. GTL Ltd.~~

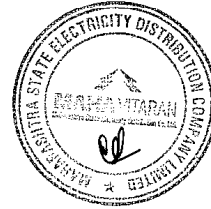




the Distribution Franchisee shall have option of following alternative methods for complying with the applicable Laws, Regulations, Orders and Directives of MERC.

**4.7 Intent**

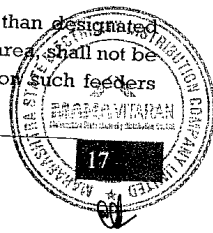
It is the intent of both the parties that each party shall enjoy all rights and be subject to all obligations of this Distribution Franchise Agreement for the entire term of the Agreement and to the extent any provisions have continuing effect, after its expiration.



**ARTICLE 5: ACTIVITIES OF DISTRIBUTION FRANCHISEE**

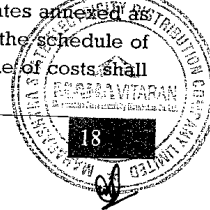
**5.1 'Right of Use' to MSEDCL Distribution Assets**

- 5.1.1 The Distribution Franchisee shall be entitled to use the MSEDCL Distribution Assets to perform its obligation under this Agreement. MSEDCL shall however, continue to be the owner of such assets.
- 5.1.2 Distribution Franchisee shall use and maintain such assets at its own cost to keep them in good working condition as per Prudent Utility Practices.
- 5.1.3 Distribution Franchisee shall not dispose off or alienate or in any way encumber such assets without prior written approval of MSEDCL.
- 5.1.4 If any such asset becomes unserviceable and beyond economical repair (BER), then the same shall be deposited at the major store of the MSEDCL at Aurangabad in as it is form, by the Distribution Franchisee at its cost. MSEDCL shall duly identify the asset against its Asset register.
- 5.1.5 MSEDCL shall prepare an Asset Register of the Franchise Area, which shall be verified and signed by both the parties in compliance to the provisions of this Agreement.
- 5.1.6 On termination/ expiry of this agreement, the Distribution Franchisee shall without demur hand over physical possession/ custody of MSEDCL Distribution Assets in same condition, subject to normal wear and tear and also subject to Article 5.1.4.
- 5.1.7 Any shortfall in the quantity of MSEDCL Distribution Assets verified and recorded in the joint audit report shall be recovered from the Distribution Franchisee at the cost of replacement of such asset. The Distribution Franchisee has the option to replace such missing or lost equipment (shortfall) with comparable equipment. Replacement cost shall be equal to the market value of new assets at the time of Expiry/ Termination of the Agreement.
- 5.1.8 If the Distribution Franchisee uses MSEDCL's IT systems for billing the Consumers, separate charges for the same shall be payable to MSEDCL. The charges for software and testing facilities shall be mutually agreed by MSEDCL and the Franchisee as and when required.
- 5.1.9 If the Distribution Franchisee intends to utilise other services of MSEDCL such as Testing facilities for HT/LT metering, switching/ substations and Distribution Transformers or any other technical assistance, the charges for the same shall be payable to MSEDCL. The charges for transformer repair and maintenance workshops shall be mutually agreed by MSEDCL and the Franchisee as and when required.
- 5.1.10 Any dedicated feeders (feeding to rural areas) meant for other than designated Distribution Franchisee's area and passing over (as flyover) DF's area, shall not be tapped or draw energy by DF. However, regular maintenance of such feeders shall be carried out by MSEDCL.



**5.2 New Capital Expenditure**

- 5.2.1 The Distribution Franchisee shall plan and implement capital expenditure to improve efficiencies, upgrade infrastructure etc. as is deemed necessary by it.
- 5.2.2 Such capital expenditure implemented by the Distribution Franchisee would include replacement of Distribution Assets. Capital expenditure would be interpreted as per Indian GAAP (Generally Accepted Accounting Principles).
- 5.2.3 The cost of all such capital investment shall be borne by the Distribution Franchisee. Any on-going schemes in the Franchise Area, the capital expenditure incurred for such schemes will be accounted for as MSEDCL investments. Investment of Rs.133 crores (appx.) out of Rs. 167 crores, has been incurred by MSEDCL as part of DRUM project, which shall also be accounted for as MSEDCL investments.
- 5.2.4 The Distribution Franchisee shall also maintain a separate record of the Distribution Assets purchased by it with all details and particulars. It shall also make entries of these assets in the asset register. The Distribution Franchisee shall take only permanent nature asset in the asset register.
- 5.2.5 The existing MSEDCL's assets having long life (i.e. shelf life 10 Years and above), high monetary value (Purchase value Rs. 50,000/- and above) and residual value, if such asset is no longer required by Distribution Franchisee, shall be returned back (surveyed back) to MSEDCL stores, in as it is condition by the Distribution Franchisee.
- 5.2.6 Any quasi permanent and consumables items used/or consumed during the period of engagement by the Distribution Franchisee, shall not be compensated on the expiry of the Agreement period, by the MSEDCL.
- 5.2.7 Upon expiry/ termination of this Agreement, Distribution Franchisee shall hand over all the MSEDCL and Franchisee Distribution Assets of Franchise Area, to MSEDCL in working condition subject to normal wear and tear. Notwithstanding anything contrary stated in the Agreement, the Distribution Franchisee shall not have a right to take back or claim these assets, whether or not the same are compensated by MSEDCL in terms of the Agreement. Upon Expiry/ Termination of this Agreement all Franchisee Distribution Assets would vest in MSEDCL.
- 5.2.8 On the Expiry/ Termination of this Agreement, MSEDCL shall compensate Distribution Franchisee for those Distribution Assets, which are permanent in nature (as described in article 5.2.5) and added by Distribution Franchisee, to the extent funded by the Distribution Franchisee, at the depreciated value of such assets. Compensation shall be subjected to MERC's approval.
- 5.2.9 Such assets in normal working condition shall be transferred to MSEDCL at the depreciated value, computed as per the costs and depreciation rates annexed as Annexures- 2 & 3 hereto respectively. The applicable revision of the schedule of costs shall be used for calculating the transfer value. The schedule of costs shall



be adjusted for the price variation clause as per MSEDCL procurement contracts for the relevant period.

- 5.2.10 If any new asset added by the Distribution Franchisee is not featuring in Annexure- 2, the cost of the same shall be ascertained quarterly by an independent agency mutually appointed for the purpose, If the new assets which are not being used in MSEDCL but procured for the use by the DF, then the evaluation of the rates of these assets will be done as follows ' If the material unit rate is more than rupees One lakh or total purchases during the quarter is more than rupees Twenty Five lakhs, then such item would be covered under scope of independent valuer (agency)'. The cost of such an agency shall be shared equally by both the parties. The depreciation rate for such asset, if not appearing in Annexure-3, shall be taken as per the prevailing MSEDCL norms or MERC regulations or as per the Companies Act, 1956 in that sequence.
- 5.2.11 The Distribution Franchisee shall submit details of the assets added by it on a quarterly basis, and the value of such assets shall be certified by MSEDCL as acceptable in terms of Article 5.2.9 and Article 5.2.10
- 5.2.12 Regulatory approval shall be sought for the extent of capital expenditure stated by the Selected Bidder's roll out plan submitted as a part of the bid, after the execution of the DFA. The Franchisee shall bear the variations in estimated capital expenditure as its business risk and no adjustment shall be made for the same. Capital expenditure incurred by the Franchisee shall be subject to MERC approval. MSEDCL shall facilitate the Distribution Franchisee in approaching the MERC for approval of the Infrastructure Roll Out Plan. Notwithstanding anything contrary contained in the agreement, any investment by the Distribution Franchisee which is not approved by the MERC shall not be compensated by MSEDCL at the Expiry / Termination of the Franchise.
- 5.2.13 The Distribution Franchisee has the right to mortgage only those distribution assets that are added by it.
- 5.2.14 All those assets added by the Distribution Franchisee under capital expenditure post taking over shall be audited by a reputed independent auditors on yearly basis and Auditors' fee shall be equally shared by MSEDCL and Distribution Franchisee respectively. MSEDCL shall coordinate appointment of independent auditors' with consultation of Distribution Franchisee.
- 5.2.15 The capitalisation value of assets created under capital expenditure shall be capitalised as per existing MSEDCL's infra circular and the format is annexed at Annexure 17 (for guidance purpose only). The capitalisation value of created assets and its benefit under depreciation shall be availed by Distribution Franchisee during the period of engagement. These capitalised value of assets after depreciation shall be compensated by MSEDCL provided such capital expenditures approved by MERC and if those assets exist at the time of expiry or forward handing over to MSEDCL.



5.2.15 MSEDCL shall not compensate the assets created under capital expenditure by the Distribution Franchisee, if Distribution Franchisee Agreement extended beyond Fifteen year on mutual consent of MSEDCL and Distribution Franchisee as per Article 3.2.

**5.3 Inventory of O&M Spares**

5.3.1 MSEDCL will hand over the inventory of O&M spares in the Franchise Area to the Distribution Franchisee on the Effective Date of this Agreement for one month requirement only. Thereafter, the Distribution Franchisee shall manage O &M spares from its own resource.

5.3.2 Upon Termination/ Expiration of this Agreement, Distribution Franchisee shall return the inventory of O&M spares to MSEDCL in the same form and quantity as specified in previous article. The Franchisee is free to take back any excess O&M spares, which are not taken over by MSEDCL at the time of Termination/ Expiry of the Agreement.

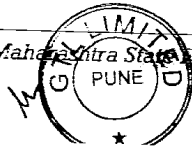
5.3.3 Distribution Franchisee shall compensate MSEDCL for the difference between the inventory levels in quantity terms on Effective Date and that on date of Termination/ Expiration, to eliminate any risk with respect to inflation.

5.3.4 MSEDCL shall compensate the Distribution Franchisee for the inventory of O&M spares at Termination/ Expiry of Agreement at latest acquisition price as may be applicable provided that, the maximum inventory that shall be taken over by MSEDCL shall not be more than the minimum inventory norms specified in Annexure 5.

**5.4 Supply of Energy**

5.4.1 MSEDCL shall supply at Input Points the energy corresponding to input units of the Base Year i.e. 1,350 MUs. However, this supply may vary subject to MERC Directives on load shedding. Without prejudice to the foregoing, MSEDCL shall not discriminate in the supply of power between the Franchise Area and its other Distribution Divisions. Supply of power to the Franchise Area by MSEDCL shall be as per MERC directives on load shedding.

5.4.2 The Distribution Franchisee may procure the power from other sources for expected shortfall in supply with the concurrence of MSEDCL and MERC and subject to the regulatory provisions. Procurement of power from sources other than MSEDCL or supply of electricity in the Franchise Area from Franchisee's own sources would require prior written approval of MSEDCL. Procurement of power from sources other than MSEDCL and recovery of the cost of the same would also require prior approval of MERC. MSEDCL will facilitate the Distribution Franchisee to approach MERC for approval of such procurement scheme. In case MERC does



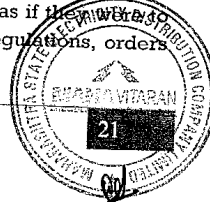
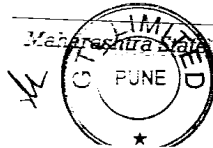
not approve Franchisee's request to procure power from other sources, the Franchisee can apply for the same at the Appellate Tribunal.

- 5.4.3 MSEDCL will facilitate the Distribution Franchisee to approach MERC for approval of such procurement scheme. MSEDCL shall also assist the Franchisee to the extent possible in obtaining information from MSETCL about the transmission capacity for power purchase.
- 5.4.4 Such scheme will be implemented only after approval of MERC. MSEDCL will have no responsibility or liability if such scheme is not approved/ rejected by MERC. The mechanism of such power procurement would be as per the directives of the Commission. DF has to maintain separate account for such procurement and it shall not be linked with transactions of energy supply by MSEDCL to DF.
- 5.4.5 In case any cross-subsidy surcharge is applicable on purchase of power from such scheme, MSEDCL shall represent the matter at appropriate forum for abolishment of the same at Distribution Franchisee's cost.
- 5.4.6 In case of procurement of power from sources other than MSEDCL, the wheeling charges shall be payable by Distribution Franchisee for using the Transmission/ distribution network of MSETCL/ MSEDCL respectively as per prevailing Regulation for distribution of power in the Franchise Area and shall be levied as per MERC regulations.
- 5.4.7 The Distribution Franchisee shall make commercial arrangement and its executions at his own capacity with the generator/ Supplier/ Trader with the prior consent and approval of MERC. However, MSEDCL may assist DF to process such request to MERC.
- 5.4.8 The Distribution Franchisee shall not sell the Input Energy to anyone outside the Franchise Area.
- 5.4.9 The Distribution Franchisee shall strictly adhere to the planned load shedding schedule of MSEDCL based on directives issued by MERC. The Distribution Franchisee shall also follow the instructions of MSETCL / State Load Dispatch Centre for grid discipline
- 5.4.10 At no circumstances MSEDCL shall draw energy from any point/ feeder/transformer of designated Distribution Franchise area or its earmarked distribution network.

**5.5 Liabilities and Obligations**

The Distribution Franchisee shall accept all liabilities and perform all obligations of the distribution licensee in the Franchise Area as a franchisee of MSEDCL, in compliance with the Law, Regulations and Directives of MERC issued from time to time as if the Franchisee were a licensee of MSEDCL for compliance of laws, regulations, orders and directives of MERC. The broad scope of work would be as follows:

Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



- 5.5.1 Undertake distribution & supply of power to the existing Consumers and new consumers of MSEDCL in the Franchise Area.
- 5.5.2 Undertake all Operation & Maintenance related activities in Franchise Area.
- 5.5.3 MSEDCL shall cancel or may authorize the Distribution Franchisee to cancel the ongoing contracts as per the terms and conditions of the contracts entered into by MSEDCL, except the contracts for capital expenditure, if requested by the Distribution Franchisee. Any cancellation of ongoing contracts would require written consent from MSEDCL. In such an event, MSEDCL will bear all the liabilities and third party claims accrued prior to Effective Date. Any penalty arising from the cancellation of such contracts would have to be borne by the Distribution Franchisee.
- 5.5.4 If there is delay or incase the contractor abandons the ongoing project, then MSEDCL shall not be responsible for such act and no compensation shall be allowed to Distribution Franchisee.

**5.6 Technical Duties and Responsibilities of the Distribution Franchisee**

The broad duties and responsibilities would include, but not limited to, the following activities:

**5.6.1 Load Forecast**

The Distribution Franchisee shall carry out demand estimation/ load forecast of the Franchise Area periodically and apprise the same to MSEDCL.

**5.6.2 Energy Audit**

The Distribution Franchisee shall carry out energy audit on a monthly basis and submit a report of the same to MSEDCL. The methodology for the same has been enclosed at Annexure -4.

**5.6.3 Operation, Repair & Maintenance and Up gradation**

**The Distribution Franchisee shall at its own cost perform:**

- 5.6.3.1 Operation and maintenance of Distribution Assets from the start of input feeders of Franchise Area.
- 5.6.3.2 Operation and maintenance of sub-stations and transformer stations.
- 5.6.3.3 Installation of metering devices and carry out meter reading, monitoring all feeders and distribution transformers.
- 5.6.3.4 Repair, maintain and replace failed distribution transformers as per MERC Supply Code and Standards of Performance.
- 5.6.3.5 Maintain a minimum level of rolling stock of transformers and other necessary material as per Annexure-5 enclosed.

**Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |**



5.6.3.6 Upgrade, renovate and maintain the existing distribution network/ systems/ IT assets and systems as per Prudent Utility Practices and the standards that may be prescribed by MERC.

5.6.3.7 For carrying out day-to-day maintenance work, if shutdown is required from EHV station on any feeder, the Distribution Franchisee shall apply for proper permit from the concerned MSETCL's EHV substation. Such permit shall be returned to concerned EHV substation immediately after the work is completed. The Distribution Franchisee shall also intimate schedule of planned outages to the concerned EHV substation and maintain day-to-day coordination for smooth operation of transmission network. The Distribution Franchisee shall also intimate the schedule plan load shedding to the consumer in advance.

**5.6.4 Compliance with standards**

5.6.4.1 The Distribution Franchisee shall take all reasonable steps to ensure that all Consumers within the Franchise Area receive a safe and reliable supply of electricity as defined by MERC.

5.6.4.2 The Distribution Franchisee shall be responsible for complying with all Indian Electricity Rules, MERC/CERC Standards, Regulations and other directives as issued and modified from time to time and as applicable to any distribution licensee. Any penalty imposed by MERC or any other Government Authority on account of failure of the Distribution Franchisee in compliance shall be borne by the Distribution Franchisee.

5.6.4.3 The Distribution Franchisee shall conduct its franchised business in the manner, which it considers to be best calculated to achieve the Overall Performance Standards for provision of Supply of services as per MERC Electricity Supply Code and other conditions of supply Regulation, 2005 and the promotion of the efficient use of electricity by Consumers pursuant to Electricity Act 2003.

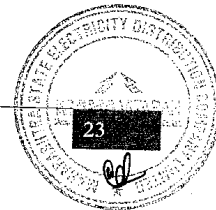
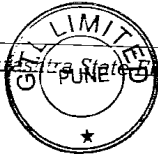
5.6.4.4 Any consequence or penalty imposed by MERC for non-compliance of Maharashtra Electricity Regulatory Commission (Standards of Performance of Distribution Licensees, Period for Giving Supply and Determination of Compensation) Regulations and the Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Other Conditions of Supply) Regulations, shall be borne by the Distribution Franchisee, to the extent such consequence or penalty is on account of factors attributable to the Distribution Franchisee.

**5.6.5 Consumer Service**

**(A) Electricity Supply Code**

The Distribution Franchisee shall:

Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |





- a) Comply with Electricity Supply Code and other conditions of supply as approved and modified by MERC from time to time. Any penalty imposed by MERC for non-compliance shall be borne by the Distribution Franchisee;
- b) Bring to the notice of the Consumers the existence of the Supply Code (and conditions of supply as approved and modified by MERC from time to time), including its substantive revision and their right to inspect or obtain a copy in its latest form;
- c) Make available a copy of the Supply Code (and conditions of supply as approved and modified by MERC from time to time) revised from time to time, for inspection by the public during normal working hours; and
- d) Provide free of charge a copy of the Supply Code (and conditions of supply) as revised from time to time to each new Consumer, and to any other person who requests it at a price not exceeding the cost of duplicating it.

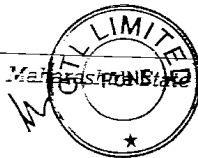
**B) Consumer Complaint Handling**

The Distribution Franchisee shall comply with the complaint handling procedure approved by MERC. The Distribution Franchisee shall:

- a) Establish within a period of three months from the Effective Date, a Consumer service centre as per minimum specifications placed at Annexure-6 for Consumer Complaints and redressal system.
- b) Redressal commercial complaints such as those relating to security deposit, change of load category, interest, arrears, penalty, etc. and billing Complaints.
- c) Make available, on demand, a copy of the complaint handling procedure, revised from time to time, for inspection by the public at each of the relevant premises during normal working hours; and
- d) Provide free of charge a copy of the procedure revised from time to time to each new Consumer, and to any other person who requests for it at a price not exceeding the cost of duplicating it.
- e) To comply with the Orders and Directions, if given by High Court, any other Court or Consumer courts, etc.
- f) The Distribution Franchisee has to setup the IGRC (Internal Grievance Redressal Cell) as per MERC (Consumer Grievance Redressal Forum and Electricity Ombudsman) regulations 2006 and Subsection 5 of Section 42 of Electricity Act 2003

**C) Consumer Services**

The Distribution Franchisee, on request of the Consumer, to the extent that is reasonably available to the Distribution Franchisee, shall provide:



M/s. GTL Ltd. | M/s. GTL Ltd. |

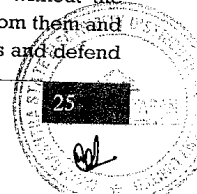
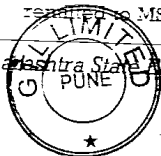


- a) Information on all services provided by the Distribution Franchisee including information on the charges, which may be leviable to the Consumers;
- b) Information on meter readings for the electricity services provided to the Consumer premises by the Distribution Franchisee in the Franchise Area; and
- c) Information on the status of the Consumer's account with the Distribution Franchisee.

**5.2.6 Obligation to Connect Consumers**

Subject to the provisions of this Agreement, the Distribution Franchisee shall have the following obligations:

- a) Subject to the provisions of the Electricity Act 2003, the Distribution Franchisee shall, on the application of the owner or occupier of any premises within the Franchise Area, give supply of electricity to such premises within one month of the application requiring such supply subject to provisions of Electricity Act 2003 and applicable Regulations.
- b) Distribution Franchisee shall be responsible for incurring capital expenditure in order to provide new connections in the Franchise Area. The expenditure involved in providing new connection, net of Service Connection Charges and any other contributions / charges received from the Consumer towards capital cost of providing new connection as per applicable Regulations, shall form a part of the Franchisee Distribution Assets.
- c) Subject to the provisions of the Electricity Act 2003, the Distribution Franchisee may refuse to supply, or may disconnect the supply of electricity to any premises.
- d) The Distribution Franchisee shall retain the Service Connection Charges (SCC) collected from the Consumers for giving new connections levied as prescribed by MSEDCL.
- e) The Distribution Franchisee shall collect the Security Deposit from the Consumers for giving new connections, which shall be transferred to MSEDCL.
- f) The applicable interest on these security deposits shall be borne by MSEDCL and shall be transferred to the Distribution Franchisee to meet its obligations as per applicable regulations.
- g) The adjustment against arrears on account of Consumers who are permanently disconnected by the Distribution Franchisee after the Effective Date shall be allowed from the Security Deposit of the respective Consumer after following applicable regulations. However, in case of Consumers existing on the Effective Date, MSEDCL shall have the first right on the security deposit.
- h) The Distribution Franchisee shall not grant new connections to Permanently Disconnected (PD) Consumers as on Effective Date and thereafter without the written consent of MSEDCL unless all arrears have been recovered from them and transferred to MSEDCL. MSEDCL shall take responsibility for such cases and defend



the legal cases, at its own cost, arising out of such an action by the Distribution Franchisee.

**5.7 Commercial Duties and Responsibilities of the Distribution Franchisee**

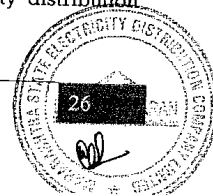
The Distribution Franchisee shall perform in the Franchise Area:

- 5.7.1 Meter reading and billing to the Consumers as per the retail tariffs approved by MERC from time to time.
- 5.7.2 Collections from the Consumers as per the billing.
- 5.7.3 Collection of arrears on behalf of MSEDCL.
- 5.7.4 Make timely payments to MSEDCL as per the terms and conditions of this Agreement.
- 5.7.5 Replace defective meters with new meters.
- 5.7.6 Maintain Consumer database and billing records.
- 5.7.7 Initiate necessary action, in accordance with the procedure for anti theft, disconnection and control of commercial losses as defined in Electricity Act 2003 and applicable MERC Regulations and Directives.
- 5.7.8 Discharge all duties and responsibilities of MSEDCL as the distribution licensee as required by the License Regulations of the MERC except such of the conditions, which cannot be complied with by the Distribution Franchisee alone.
- 5.7.9 Undertake any other activity as may be notified from time to time by MERC to the distribution licensee

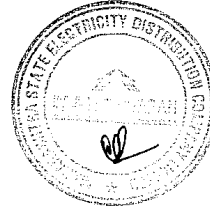
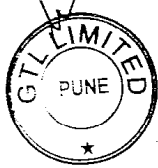
**5.8 Duties and Responsibilities of MSEDCL**

The broad duties and responsibilities of MSEDCL would include, but not limited to, the following activities:

- 5.8.1 MSEDCL shall ensure the supply of power to Distribution Franchisee of acceptable quality standards as per Article 5.4
- 5.8.2 MSEDCL shall communicate to Distribution Franchisee any shortfall or inability to supply, the power requirements of the Distribution Franchisee.
- 5.8.3 MSEDCL shall carry out meter reading jointly with Distribution Franchisee on a weekly / monthly basis at Input Points of the Franchise Area.
- 5.8.4 MSEDCL shall support the Distribution Franchisee initiatives to adopt innovative practices to bring about effectiveness and efficiency in electricity distribution business.



5.8.5 With the objective of achieving sustained loss reduction, MSEDCL shall invest Rs. 15 (fifteen) Crs. per year for next five years with effect from first year of operation (i.e. applicable from effective date onwards) within designated Distribution Franchisee area towards up gradation, revamping and expansion of distribution network to bring down loss level and cope up with growing future requirement.



**ARTICLE 6: METERING AND MEASUREMENT**

**6.1 Metering System:**

6.1.1 The Distribution Franchisee shall install and operate the Check Metering system in accordance with this Article 6 and Central Electricity Authority (Installation and Operations of Meters) Regulations, 2006. In addition to the existing Main Meters at each of the Input Points, the Distribution Franchisee shall also provide a check meter at each of them.

6.1.2 Installation and timely replacement of main meters as required to directly measure energy input in the Franchise Area shall be the responsibility of MSEDCL/STU/CTU as the case may be.

**6.2 Inspection and Testing of Meters**

6.2.1 MSEDCL/MSETCL shall inspect and if necessary, recalibrate the metering system on a regular basis but in any event, at least once in every three (3) months or at a shorter interval at the request of either party.

6.2.2 Each Meter comprising the metering system shall be sealed by MSEDCL, Distribution Franchisee and MSETCL, and shall not be opened, tested or calibrated except in the presence of all the parties.

**6.3 Inaccuracy of Meters**

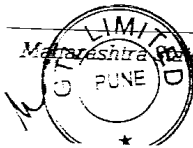
In case the difference between the readings of the main meter and the check meter for any calendar month is within 0.5%, the reading of the main meter shall be taken as final. If however, the variation exceeds  $\pm 0.5\%$ , the final value shall be arrived at as per the procedure, laid down as below.

Whenever difference between the readings of the Main meter and the Check meter for any month is more than 0.5%, the following steps shall be taken  
Checking of CT and PT connections

A) Calibration of interface meters at site with reference standard meter of accuracy class higher than the meter under test.

B) On carrying out the re-calibration of the main meter, if it is discovered that either the percentage of inaccuracy exceeds  $\pm 0.5\%$  or that the main meter is not working, the following procedure in order of priority, whichever is feasible, for arriving at the computation of quantity of energy during the period between the last calibration and the present, shall be followed:

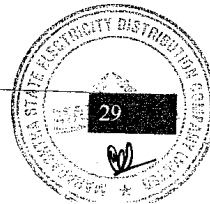
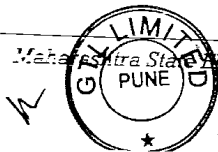
1) on the basis of the readings of the check meter if installed and functioned accurately; or



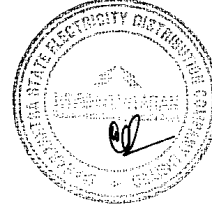
- ii) by correcting the error if the percentage of error is ascertainable of calibration, tests or mathematical calculation; or
  - iii) By estimating the volume of energy delivered based on the meter reading on the upstream of the network i.e. energy reading of meters installed on LV side of the power transformers or HV side of the transformer.
- c) The correction to the quantity of energy injected shall apply to the following periods (hereinafter referred to as the "Correction Period"):
- i) to any period of time during which the main meter was known to be malfunctioning or to which the parties mutually agree;
  - ii) if the period during which the main meter was malfunctioning is not known or is not agreed to between the parties, the correction shall be applicable for a period equal to half the time elapsed since the date of the preceding calibration test, provided that under no circumstance shall the Correction Period exceed one month.
- d) If the difference exists even after such checking or testing, then the defective meter shall be replaced with a correct meter.
- e) In case of conspicuous failures like burning of meter and erratic display of metered parameters and when the error found in testing of meter is beyond the permissible limit of error provided in the relevant standard, the meter shall be immediately replaced with a correct meter.
- f) In case where both the Main meter and Check meter fail, at least one of the meters shall be immediately replaced by a correct meter.

**6.4 Measurement**

- 6.4.1 Distribution Franchisee shall carry out weekly meter readings at Input Points at 18.00 hours on 7th, 14th, and 21<sup>st</sup> day of each calendar month and intimate the same to MSEDCL by 10.00 Hrs on the next business day.
- 6.4.2 A joint meter reading by both the parties shall be carried out on the 00.00 Hrs on the Effective Date.
- 6.4.3 A joint meter reading by both the parties shall be carried out on the last day of every calendar month at 1800 Hrs w.e.f the Effective Date. Adjustments, if any, shall be carried out in the successive month payments mentioned in Article 7 based on the aforementioned meter reading.
- 6.4.4 MSEDCL shall raise invoices as mentioned in Article 7 based on input units measured by Distribution Franchisee as specified in previous Article.
- 6.4.5 The Metering and Measurement System stated in this Article shall also be applicable to payments on account of Wheeled Electricity.



- 8.4.6 Until 0.2 Class meters are installed as main meters, the reading of check meter shall be used for billing provided the check meters are of 0.2 accuracy class.
- 8.4.7 All the feeders feeding to Distribution Franchisee area shall have main and check meters installed at the point of origin (i.e. at EHV/ HV substation level)



**ARTICLE 7: BILLING AND PAYMENT****7.1 Billing**

The billing mentioned in this Article shall be made for Input Energy at Input Points only.

**7.1.1 Monthly Invoice**

The First Invoice raised by MSEDCL on the Distribution Franchisee shall correspond to the energy input between first day and thirtieth day from the Effective Date and shall be computed as below:

$$\text{Monthly Invoice} = (\text{RIE}_M + \text{WC}_M + \text{ED}_{RM} + \text{TOSE}_M + \text{SDN}_M + \text{P} + \text{TTC}_M) - [(\text{S}_M + \text{CARPD}_{RM} + \text{CARCL}_{RM})]$$

Where

**RIE<sub>M</sub>** = Revenue for Input Energy as per Joint Measurement

It shall be computed as below:

$$\text{RIE}_M = \text{EI}_M \times \text{AIR}_N \times \text{TIR}_N$$

Where, **EI<sub>M</sub>** = Energy input in the Franchise Area during the month, which shall be the energy purchased from MSEDCL.

**AIR<sub>N</sub>** = Annualized Input Rate applicable for the year as per Annexure-7.

$$\text{TIR}_N = \text{ABR}_N / \text{ABR}_{\text{Base Year}}$$

Tariff Indexing Ratio applicable to the billing period, calculated as ratio of prevailing Average Billing Rate (ABR) for that billing period as applicable to all Consumers in the Franchise Area (**ABR<sub>N</sub>**) and Average Billing Rate (**ABR<sub>Base Year</sub>**) as applicable to all Consumers in the Franchise Area in Base Year. Average Billing Rate shall be computed as per Article 1 and format annexed at Annexure 15. The Tariff Indexing Ratio shall be computed for every month and the same shall be used for computation of the revenue for Input Energy for units supplied to the Distribution Franchisee in the respective calendar month. Approved Tariff for this purpose shall mean the HT/ LT tariff and the applicable FOCA approved by MERC

Temporary Tariff Component (TTC), which is introduced by regulator as a temporary measure to recover any extra charges viz. extra recovery of RGPPL, Zero Load Shedding (ZLS) charges etc. or any other component of such nature introduced in future and shall not be the part of regular tariff component. Such component shall not be taken into account in calculation of ABR. However, temporary tariff component such as extra recovery on account of RGPPL and ZLS etc. or any other charges of such nature shall be treated



separately. The amount so collected by the Distribution Franchisee from the consumers of the franchisee area shall be remitted separately to MSEDCL on collection basis till its existence.

The indexation shall be based on the change of tariff as applicable to all the HT/LT MSEDCL consumers in the Distribution Franchisee Area.

For the purpose of computation of indexation ratio, Average Billing Rate (ABR) as applicable to all MSEDCL Consumers in Distribution Franchisee area for the base year shall be Rs. 4.38 per unit. This figure is fixed for Fifteen (15) year. The ABR of successive months (i.e. during DF's operation's period) after Effective date shall be audited by a reputed Independent Auditor once in a year, for the entire period of engagement. The auditor's fee for such audit shall be shared equally by the DF and MSEDCL. Independent Auditor's report shall be binding on both MSEDCL and Distribution Franchisee.

**WC<sub>M</sub>** = Wheeling Charges applicable to energy procured over and above the quantity purchased from MSEDCL for the Month computed as per MERC regulations (**Regulation pertaining to open access applicable**)

**ED<sub>RM</sub>** is the Electricity Duty recovered (collected) from the consumers as per applicable Law (Bombay Electricity Duty Act, 1968) during the billing period

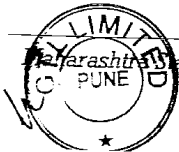
**TOSE<sub>M</sub>** is the Tax on Sale of Electricity recovered (collected) from the consumers as per applicable Law during the billing period

**SDN<sub>M</sub>** is the Security Deposit collected for new connections issued during the period and for which information has been received as per Article-13.1

**P** is the penalty leviable on the Distribution Franchisee for delay on account of previous payments and shall be computed @18% per annum quarterly compounded on the outstanding amount.

**TTC<sub>M</sub>** is the Temporary Tariff Component, which is introduced by regulator as a temporary measure to recover any extra charges viz. extra recovery of RGPPL, Zero Load Shedding (ZLS) charges etc. or any other component of such nature introduced in future and shall not be the part of regular tariff component. However, TTC shall be treated separately & amount so collected by the Distribution Franchisee from the consumers of the franchisee area shall be remitted separately to MSEDCL on collection basis till its existence.

**CARP<sub>DM</sub>** is the Credit available to the Distribution Franchisee for incentive on account of arrears from the permanently disconnected Consumers collected and remitted to MSEDCL during this billing cycle and shall be computed as below:



$$\text{CARPD}_{\text{RM}} = 0.25 \times \text{ARPD}_{\text{RM}}$$

Where  $\text{ARPD}_{\text{RM}}$  is the amount of arrears on account of permanently disconnected Consumers prior to the Effective Date collected and remitted by the Distribution Franchisee to MSEDCL during this billing cycle. These incentives shall be applicable for first two years from the effective date.

$\text{CARCL}_{\text{RM}}$  is the Credit Available to the Distribution Franchisee for incentive on account of arrears from the current live Consumers collected and remitted during this billing cycle and shall be computed as below:

$$\text{CARCL}_{\text{RM}} = 0.1 \times \text{ARCL}_{\text{RM}}$$

Where  $\text{ARCL}_{\text{RM}}$  is the amount of arrears on account of current live Consumers, accrued three months prior to the Effective Date collected and remitted by the Distribution Franchisee to MSEDCL during this billing cycle. These incentives shall be applicable for first two years from the effective date.

$S_{\text{M}}$  is the subsidy provided to subsidised Consumers in the Franchise Area for which energy bills have been raised to Consumers during this period. However, if the processing cycles which are overlapping the period before Effective Date and after Effective Date, such subsidy amount shall be adjusted on a pro-rata basis.

**Treatment for Subsidy:-** Distribution Franchisee shall submit a consolidated subsidy claim to MSEDCL on completion of a month. The same shall be audited by MSEDCL and provisional credit shall be allowed in the successive month's invoices accordingly. However, this shall be subject to final audit by the Independent Auditors in due course of time and the Audited figure shall be the binding on both the parties.

**11.2 Fortnightly Invoice**

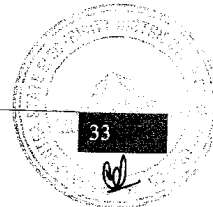
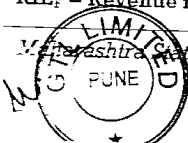
The second and third Invoice raised by MSEDCL on the Distribution Franchisee shall correspond to the energy input between 31<sup>st</sup> and 45<sup>th</sup> day from the Effective Date and 46<sup>th</sup> and 60<sup>th</sup> day from the Effective Date and shall be computed as below:

$$\text{Fortnightly Invoice} = (\text{RIE}_{\text{F}} + \text{WC}_{\text{F}} + \text{ED}_{\text{RF}} + \text{TOSE}_{\text{F}} + \text{SDN}_{\text{F}} + \text{P} + \text{TTC}_{\text{F}}) - (\text{S}_{\text{F}} + \text{CARPD}_{\text{RF}} + \text{CARCL}_{\text{RF}})$$

Where:

$\text{RIE}_{\text{F}}$  = Revenue for Input Energy for the fortnight

Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



It shall be computed as below:

$$RIE_F = EI_F \times AIR_N \times TIR_N$$

Where,  $EI_F$  = Energy input in the Franchise Area during the fortnight, which shall be the energy purchased from MSEDCL.

$AIR_N$  = Annualized Input Rate applicable for the year as per Annexure-7

$$TIR_N = \frac{ABR_N}{ABR_{Base\ Year}}$$

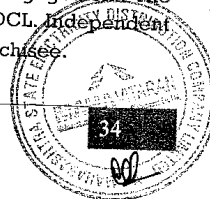
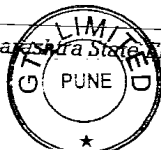
Tariff Indexing Ratio applicable to the billing period, calculated as ratio of prevailing Average Billing Rate (ABR) for that billing period as applicable to all Consumers in the Franchise Area ( $ABR_N$ ) and Average Billing Rate ( $ABR_{Base\ Year}$ ) as applicable to all Consumers in the Franchise Area in Base Year. Average Billing Rate shall be computed as per Article 1 and format annexed at Annexure 15. The Tariff Indexing Ratio shall be computed for every month and the same shall be used for computation of the revenue for Input Energy for units supplied to the Distribution Franchisee in the respective calendar month. Approved Tariff for this purpose shall mean the HT/ LT tariff and the applicable FOCA approved by MERC

Temporary Tariff Component (TTC), which is introduced by regulator as a temporary measure to recover any extra charges viz. extra recovery of RGPPL, Zero Load Shedding (ZLS) charges etc. or any other component of such nature introduce in future and shall not be the part of regular tariff component, Such component shall not be taken into account in calculation of ABR. However, temporary tariff component such as extra recovery on account of RGPPL and ZLS etc. or any other charges of such nature shall be treated separately. The amount so collected by the Distribution Franchisee from the consumers of the franchisee area shall be remitted separately to MSEDCL on collection basis till its existence.

The indexation shall be based on the change of tariff as applicable to all the HT/LT MSEDCL consumers in the Distribution Franchisee Area.

For the purpose of computation of indexation ratio, Average Billing Rate (ABR) as applicable to all MSEDCL Consumers in Distribution Franchisee area for the base year shall be Rs. 4.38 per unit. This figure is fixed for Fifteen (15) year. The ABR of successive months (i.e. during DF's operation's period) after Effective date shall be audited by a reputed Independent Auditor once in a year, for the entire period of engagement. The auditor's fee for such audit shall be shared equally by the DF and MSEDCL. Independent Auditor's report shall be binding on both MSEDCL and Distribution Franchisee.

Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



**WC<sub>F</sub>** = Wheeling Charges applicable to energy procured over and above the quantity purchased from MSEDCL for the fortnight computed as per MERC regulations ( Regulation pertaining to open access applicable )

**ED<sub>RF</sub>** is the Electricity Duty recovered (collected) from the consumers as per applicable Law (Bombay Electricity Duty Act, 1958) during the billing period

**TOSE<sub>F</sub>** is the Tax on Sale of Electricity recovered (collected) from the consumers as per applicable Law during the billing period

**SDN<sub>F</sub>** is the Security Deposit collected for new connections issued during the period and for which information has been received as per Article-13.1

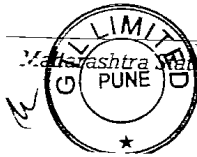
**P** is the penalty leviable on the Distribution Franchisee for delay on account of previous payments and shall be computed @18% per annum quarterly compounded on the outstanding amount.

**TTC<sub>F</sub>** is the Temporary Tariff Component, which is introduced by regulator as a temporary measure to recover any extra charges viz. extra recovery of RGPPL, Zero Load Shedding (ZLS) charges etc. or any other component of such nature introduced in future and shall not be the part of regular tariff component. However, TTC shall be treated separately & amount so collected by the Distribution Franchisee from the consumers of the franchisee area shall be remitted separately to MSEDCL on collection basis till its existence.

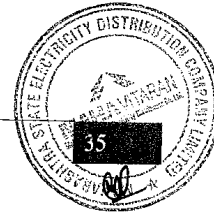
**CARD<sub>RF</sub>** is the Credit available to the Distribution Franchisee for incentive on account of arrears from the permanently disconnected Consumers collected and remitted to MSEDCL during this billing cycle and shall be computed as below:

$$\text{CARD}_{RF} = 0.25 \times \text{ARPD}_{RF}$$

Where **ARPD<sub>RF</sub>** is the amount of arrears on account of permanently disconnected Consumers prior to the Effective Date collected and remitted by the Distribution Franchisee to MSEDCL during this billing cycle. These incentives shall be applicable for first two years from the effective date.



Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



**CARCL<sub>RF</sub>** is the Credit Available to the Distribution Franchisee for incentive on account of arrears from the current live Consumers collected and remitted during this billing cycle and shall be computed as below:

$$\mathbf{CARCL_{RF} = 0.1 \times ARCL_{RF}}$$

Where **ARCL<sub>RF</sub>** is the amount of arrears on account of current live Consumers, accrued three months prior to the Effective Date collected and remitted by the Distribution Franchisee to MSEDCL during this billing cycle. This incentives shall be applicable for first two years from the effective date.

**S<sub>F</sub>** is the subsidy provided to subsidised Consumers in the Franchise Area for which energy bills have been raised to Consumers during this period.

**Treatment for Subsidy:-** Distribution Franchisee shall submit a consolidated subsidy claim to MSEDCL on completion of a month. The same shall be audited by MSEDCL and provisional credit shall be allowed in the successive month's invoices accordingly. However, this shall be subject to final audit by the Independent Auditors in due course of time and the Audited figure shall be the binding on both the parties.

**7.1.8 Weekly Invoice**

Subsequent to the third invoice, MSEDCL shall raise weekly invoices commencing from the first of every calendar month and for the remaining period in the calendar month for which the third invoice has been issued. However, the invoice for the fourth week of the month shall be issued for the charges of the remaining days in the calendar month as illustrated below:

No. of days in the month	Duration of the last Invoice	No. of days billed
31	22 <sup>nd</sup> Day-31 <sup>st</sup> Day	10
30	22 <sup>nd</sup> Day-30 <sup>th</sup> Day	9
29	22 <sup>nd</sup> Day- 29 <sup>th</sup> Day	8
28	22 <sup>nd</sup> Day-28 <sup>th</sup> Day	7

The Weekly Invoice to be raised by MSEDCL on the Distribution Franchisee shall be calculated as below:

~~Maharashtra State Electricity Distribution Co. Ltd. M/S. G.B. Ltd.~~



$$\text{Weekly Invoice} = (\text{RIE}_w + \text{WC}_w + \text{ED}_{RW} + \text{TOSE}_w + \text{SDN}_w + \text{P} + \text{TTC}_w) - (\text{S}_w + \text{CARPD}_{RW} + \text{CARCL}_{RW})$$

Where:

**RIE<sub>w</sub>** = Revenue for Input Energy for the week

It shall be computed as below:

$$\text{RIE}_w = \text{EI}_w \times \text{AIR}_N \times \text{TIR}_N$$

Where, EI<sub>w</sub>= Energy input in the Franchise Area during the week, which shall be the energy purchased from MSEDCL.

AIR<sub>N</sub> = Annualized Input Rate applicable for the year as per Annexure-7

$$\text{TIR}_N = \text{ABR}_N / \text{ABR}_{\text{Base Year}}$$

Tariff Indexing Ratio applicable to the billing period, calculated as ratio of prevailing Average Billing Rate (ABR) for that billing period as applicable to all Consumers in the Franchise Area (ABR<sub>N</sub>) and Average Billing Rate (ABR<sub>Base Year</sub>) as applicable to all Consumers in the Franchise Area in Base Year. Average Billing Rate shall be computed as per Article 1 and format annexed at Annexure 15. The Tariff Indexing Ratio shall be computed for every month and the same shall be used for computation of the revenue for Input Energy for units supplied to the Distribution Franchisee in the respective calendar month. Approved Tariff for this purpose shall mean the HT/ LT tariff and the applicable FOCA approved by MERC

Temporary Tariff Component (TTC), which is introduced by regulator as a temporary measure to recover any extra charges viz. extra recovery of RGPPL, Zero Load Shedding (ZLS) charges etc. or any other component of such nature introduce in future and shall not be the part of regular tariff component, Such component shall not be taken into account in calculation of ABR. However, temporary tariff component such as extra recovery on account of RGPPL and ZLS etc. or any other charges of such nature shall be treated separately. The amount so collected by the Distribution Franchisee from the consumers of the franchisee area shall be remitted separately to MSEDCL on collection basis till its existence.



Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



The indexation shall be based on the change of tariff as applicable to all the HT/LT MSEDCL consumers in the Distribution Franchisee Area.

For the purpose of computation of indexation ratio, Average Billing Rate (ABR) as applicable to all MSEDCL Consumers in Distribution Franchisee area for the base year shall be Rs. 4.38 per unit. This figure is fixed for Fifteen (15) year. The ABR of successive months (i.e. during DF's operation's period) after Effective date shall be audited by a reputed Independent Auditor once in a year, for the entire period of engagement. The auditor's fee for such audit shall be shared equally by the DF and MSEDCL. Independent Auditor's report shall be binding on both MSEDCL and Distribution Franchisee.

**WC<sub>w</sub>** = Wheeling Charges applicable to energy procured over and above the quantity purchased from MSEDCL for the Month computed as per MERC regulations ( Regulation pertaining to open access applicable )

**ED<sub>rw</sub>** is the Electricity Duty recovered (collected) from the consumers as per applicable Law (Bombay Electricity Duty Act, 1958) during the billing period

**TOSE<sub>w</sub>** is the Tax on Sale of Electricity recovered (collected) from the consumers as per applicable Law during the billing period

**SDN<sub>w</sub>** is the Security Deposit collected for new connections issued during the period and for which information has been received as per Article-13.1

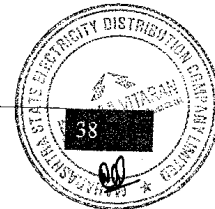
**P** is the penalty leviable on the Distribution Franchisee for delay on account of previous payments and shall be computed @18% per annum quarterly compounded on the outstanding amount.

**TTC<sub>w</sub>** is the Temporary Tariff Component, which is introduced by regulator as a temporary measure to recover any extra charges viz. extra recovery of RGPPL, Zero Load Shedding (ZLS) charges etc. or any other component of such nature introduce in future and shall not be the part of regular tariff component. However, TTC shall be treated separately & amount so collected by the Distribution Franchisee from the consumers of the franchisee area shall be remitted separately to MSEDCL on collection basis till its existence.

**CARPD<sub>rw</sub>** is the Credit available to the Distribution Franchisee for incentive on account of arrears from the permanently disconnected Consumers collected and remitted to MSEDCL during this billing cycle and shall be computed as below:

$$\text{CARPD}_{RW} = 0.25 \times \text{ARPD}_{RW}$$

Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



Where  $ARPD_{EW}$  is the amount of arrears on account of permanently disconnected Consumers prior to the Effective Date collected and remitted by the Distribution Franchisee to MSEDCL during this billing cycle. These incentives shall be applicable for first two years from the effective date. Applicability of such credits governed by Article 8.

$CARCL_{RW}$  is the Credit Available to the Distribution Franchisee for incentive on account of arrears from the current live Consumers collected and remitted during this billing cycle and shall be computed as below:

$$CARCL_{RW} = 0.1 \times ARCL_{RW}$$

Where  $ARCL_{RW}$  is the amount of arrears on account of current live Consumers, accrued three months prior to the Effective Date collected and remitted by the Distribution Franchisee to MSEDCL during this billing cycle. These incentives shall be applicable for first two years from the effective date. Applicability of such credits governed by Article 8.

$S_w$  is the subsidy provided to subsidised Consumers in the Franchise Area for which energy bills have been raised to Consumers during this period.

**Treatment for Subsidy:-** Distribution Franchisee shall submit a consolidated subsidy claim to MSEDCL on completion of a week. The same shall be audited by MSEDCL and provisional credit shall be allowed in the successive month's invoices accordingly. However, this shall be subject to final audit by the Independent Auditors in due course of time and the Audited figure shall be the binding on both the parties.

#### 7.1.4 Consumer Bill contents

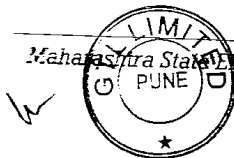
The consumer bill proposed to be distributed by the Distribution Franchisee shall provide the information to the consumers on arrears in the main bill as (a) arrears before the effective date and (b) arrears after the effective date (c) indicate "M/s. GTL Limited is authorised Distribution Franchisee of "Maharashtra State Electricity Distribution Company Ltd."

#### 7.2 Payment

Distribution Franchisee shall make the payment to MSEDCL in the following manner:

7.2.1 Distribution Franchisee shall maintain a record of total amount collected from Consumers against HT/ LT energy billed, security deposit, Temporary Tariff

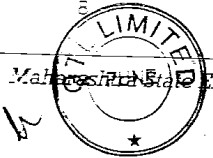
Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



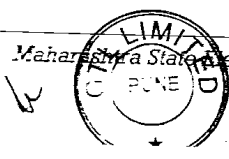


Component, other component as indicated in Annexure 15, taxes & duties levied as applicable and intimate the same to MSEDCL as per Article 13.

- 7.2.2 Distribution Franchisee shall make the first payment within a week of first invoice raised on 31st day from the Effective Date corresponding to the energy input between first day and thirtieth day from Effective Date.
- 7.2.3 Distribution Franchisee shall make the second payment within a week of second invoice raised on 46th day of operation from the Effective Date corresponding to the energy input between 31st day and 45th day from Effective Date.
- 7.2.4 Distribution Franchisee shall make the third payment within a week of third invoice raised on 61st day of operation from the Effective Date corresponding to the energy input between 46th day and 60th day from Effective Date.
- 7.2.5 Thereafter, MSEDCL shall raise weekly invoices as above and Distribution Franchisee shall make the payments within a week of receipt of such invoice.
- 7.2.6 If any of the due dates is a public holiday, the payment shall be remitted on the next working day of MSEDCL.
- 7.2.7 The Distribution Franchisee may be required to provide credit to some HT/ LT Consumers under relevant Directives/ Orders/ Policies of MERC, if any.
- 7.2.8 In the event that any HT/ LT Consumer in the Franchise Area avails Open Access under the extant Regulations, the Distribution Franchisee shall retain the cross-subsidy surcharge paid, and adjustment for Distribution Losses of such Consumer. The wheeling charges for using the Distribution System shall be apportioned between MSEDCL and the Distribution Franchisee on the basis of a mutually agreed formula. However additional surcharges, if any, shall be remitted to MSEDCL along with the regular payments. The contractual provisions for open access apply to those customers that come up after the effective date.
- 7.2.9 Distribution Franchisee shall collect and remit to MSEDCL, the arrears (receivable) from current live Consumers accrued in last one month prior to Effective Date within three months of Effective Date in accordance with Article-8.4.
- 7.2.10 Distribution Franchisee shall collect and remit to MSEDCL, the arrears (receivable) from current live Consumers accrued for the duration between three months and one month prior to Effective Date within six months of Effective Date in accordance with Article-8.5.
- 7.2.11 Upon recovery of the arrears, Distribution Franchisee shall, within 7 (seven) days, provide the details of collection and make such payment to MSEDCL.
- 7.2.12 MSEDCL shall give credit to Distribution Franchisee towards the incentive on collection of arrears after receipt of such amount and documentary details from Distribution Franchisee. This credit shall be provided in the subsequent invoice raised as per Article 7.1. Applicability of such credit shall be governed by Article



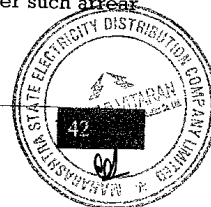
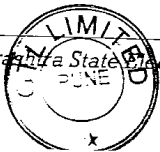
- 7.2.13 The Distribution Franchisee shall also timely remit to MSEDCL any other charges arising from the execution of the contract such as charges towards use of MSEDCL billing facilities, testing facilities, etc. and the adjustments on account of reconciliation as per Article-9 and 10.
- 7.2.14 The payment to be made by Distribution Franchisee against invoice as mentioned in Article 7.1 shall be net of subsidy amount. The subsidy amount shall commensurate with the documentation provided by Distribution Franchisee for subsidy claim for the invoice period and shall be governed by Article 9.
- 7.2.15 MSEDCL shall give credit to the Distribution Franchisee for the outstanding credit balance of Consumers as determined in the joint audit process, upon the Distribution Franchisee providing such credit to Consumers. The credit shall be provided in the subsequent invoice raised by MSEDCL and shall be subject to appropriate documentation.
- 7.2.16 Any delay in payment to MSEDCL after due date shall attract a penal interest of 18% per annum quarterly compounded.
- 7.2.17 In case of a shortfall or default in payment by Distribution Franchisee against the payment obligation as per earlier Article, MSEDCL may recover such amount by invocation of standby L/C given by the Distribution Franchisee to secure performance guarantee.
- 7.2.18 Distribution Franchisee shall be responsible for payment of all taxes, duties, and statutory local levies arising as a result of commercial transaction under this contract. MSEDCL shall not be responsible for any tax related liability. However, any change in taxes/ duties/ statutory levies can be collected from Consumers through change in tariff subject to MERC's approval. All payments to MSEDCL shall be inclusive of taxes.
- 7.2.19 The money collected by the Distribution Franchisee shall be adjusted against the current billing of Distribution Franchisee, Distribution Franchisee arrears (which refers to arrears that arose during the term of the Franchise Agreement) and MSEDCL arrears (which refers to arrears that arose prior to the Effective date) in that order. However, the Distribution Franchisee shall not be permitted to keep any advance amount without adjusting against all pending MSEDCL arrears, if any. It is hereby clarified that if the amount paid by the consumer against a bill is more than his current bill amount and the arrears of the Distribution Franchisee, then the balance amount, after adjusting the current dues and DF arrears, shall be adjusted against the arrears of MSEDCL.
- 7.2.20 DF shall be the sole party responsible for ensuring supply of energy to and collection of bills from all consumers. MSEDCL does not intend to exempt any category of consumers including state and central government from such responsibility of the DF.



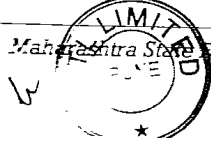
**ARTICLE 8: ARREARS**

- 8.1 Arrears have been classified in two categories:
- a) Arrears from connected live Consumers and
  - b) Arrears from Permanently Disconnected (PD) Consumers
- 8.2 The connected live Consumers are those, which are currently legally connected to the distribution network of the Franchise Area. Whereas permanently disconnected Consumers are no longer connected with the distribution network.
- 8.3 Distribution Franchisee should maintain separate accounts for collection from arrears and collection on account of demand to Consumers for electricity supplied from the Effective Date. MSEDCL shall transfer the right to collect the arrears to Distribution Franchisee on the Effective Date and the Distribution Franchisee and MSEDCL shall unfailingly follow the procedure attached at Annexure 8 for collection of arrears.
- 8.4 Distribution Franchisee shall be liable to collect the arrears from current live consumers accrued in last one month on account of charges for usage of electricity prior to Effective Date. These arrears shall be collected and remitted to MSEDCL by Distribution Franchisee within three months of Effective Date. The Distribution Franchisee shall collect and remit amount at least equivalent to 100% Collection Efficiency including the amount already recovered.
- 8.5 Distribution Franchisee shall also be liable to collect the arrears from current live Consumers accrued for the duration between three months and one month prior to Effective Date on account of charges for usage of electricity prior to Effective Date. These arrears shall be collected and remitted to MSEDCL by Distribution Franchisee within six months of Effective Date. The Distribution Franchisee shall collect and remit amount at least equivalent to 100% Collection Efficiency including the amount already recovered.
- 8.6 Distribution Franchisee shall make best endeavour to collect the arrears from current live Consumers accrued before three months on account of charges for usage of electricity prior to Effective Date. MSEDCL shall offer an incentive to Distribution Franchisee towards collection of such arrears @ 10% of total amount net of taxes and duties recovered from Consumers. However, the collection from current live Consumers may first be appropriated towards current bill and then towards the arrears. MSEDCL shall not share any expenses, costs incurred by the Distribution Franchisee for such recovery. Such incentive shall be offered only for arrears collected within the first two contract years after the Effective Date.
- 8.7 Arrears on account of connected live Consumers, which are currently under any dispute or in the process of litigation on Effective Date, shall not to be transferred to Distribution Franchisee for recovery. The responsibility to recover such arrears shall rest with MSEDCL.

Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



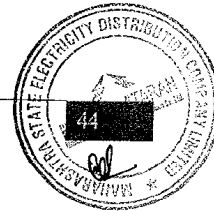
- 8.8 Distribution Franchisee shall make best endeavour to collect the arrears accrued prior to Effective Date from PD Consumers. MSEDCL shall offer an incentive to Distribution Franchisee towards collection of such arrears @ 25% of total amount net of taxes and duties recovered from Consumers. Such incentive shall be offered only for arrears collected within the first two contract years after the Effective Date. MSEDCL shall not share any expenses, costs incurred by the Distribution Franchisee for such recovery.
- 8.9 Arrears realized from the forfeiture or adjustment against security deposit from Consumers shall not be eligible for the incentives stated in this Article.
- 8.10 Upon recovery of the arrears, Distribution Franchisee shall, within 7 (seven) days, provide the detail of collection and make such payment to MSEDCL.
- 8.11 Upon expiry / termination, Distribution Franchisee shall not transfer to MSEDCL any arrears accrued during the term except the arrears accrued in last one month prior to the expiry / termination date of this agreement benchmarked to the prevailing level of Collection Efficiency. These arrears shall be jointly determined and agreed by MSEDCL and the Distribution Franchisee. These arrears shall be collected and remitted by MSEDCL to the Distribution Franchisee within three months of Expiry / Termination Date.
- 8.12 Arrears accrued during the term of Agreement prior to one month of Expiry/ Termination shall also be passed on to the Distribution Franchisee as and when collected by MSEDCL. However, MSEDCL shall not be under any obligation to collect such arrears. The Distribution Franchisee shall also give @ 10% of arrears recovered net of taxes and duties for the period three months prior to the Expiry Date from current live Consumers and @ 25% of arrears recovered net of taxes and duties from permanently disconnected Consumers to MSEDCL.
- 8.13 The Distribution Franchisee shall not grant new connections to permanently disconnected Consumers without the consent of MSEDCL unless arrears have been fully recovered from them and remitted to MSEDCL. Distribution Franchisee shall provide periodic information on status of permanently disconnected Consumers. Further, there shall be a joint inspection of permanently disconnected Consumers at quarterly intervals with a methodology which shall be jointly decided. If at any stage, such a connection comes to the notice of MSEDCL, the Distribution Franchisee shall immediately disconnect the electric supply to such Consumer. MSEDCL and Distribution Franchisee shall jointly defend the legal cases arising out of such an action by the Distribution Franchisee. Distribution Franchisee shall bear the associated costs.
- 8.14 Notwithstanding anything contained herein, the legal rights of MSEDCL to recover the outstanding arrears from the Franchise Area shall also survive the Term of this Agreement.
- 8.15 Notwithstanding anything contained herein, the legal rights of Distribution Franchisee to recover the outstanding arrears accrued during the term of Agreement from the Franchise Area shall also survive the Term of this Agreement.



**ARTICLE 9: PROVISION FOR SUBSIDY**

In addition to the provisions stated in Article 7, the Subsidy shall be governed by the following:

- 9.1 The Government of Maharashtra (GoM) presently offers subsidy on electricity tariff in certain Consumer categories, as approved by MERC, which is directly collected by MSEDCL on account of electricity supplied to those Consumers in Franchise Area.
- 9.2 The Distribution Franchisee shall facilitate MSEDCL in raising the claim on account of electricity supplied to subsidised Consumers in Franchise Area of subsidy from GoM by way of assisting in furnishing information and necessary documentation, for energy supplied and consumed by eligible consumers on completion of billing month.
- 9.3 The Distribution Franchisee shall submit the statement of subsidy claims on completion of billing month with the detailed records of the Consumers eligible for subsidy after verifying the accuracy and admissibility of each Consumer included in the same.
- 9.4 MSEDCL shall allow provisional credit to Distribution Franchisee for subsidy claim towards supply of power to subsidised Consumer category in Franchise Area on completion of billing month subject to submission by DF and audited by MSEDCL. The same shall be provisionally credited in the successive month's Invoices as per Article-7. However, a reconciliation of accounts shall be carried out every three months, and the final subsidy amount shall be decided post audit by independent auditors.
- 9.5 A reputed Independent Auditor appointed by the mutual consent of MSEDCL and the Distribution Franchisee, shall audit the claim for Subsidy raised by the Distribution Franchisee on half yearly basis as mentioned in 9.4 above and the audited figures shall be the binding on both the parties. The fees for this Audit shall be shared equally by both the parties. Notwithstanding the above, Distribution Franchisee shall allow the Government Auditors to verify the particulars or details provided for determining the claim for subsidy. The amount of subsidy determined by the Government Auditor shall be final and binding.
- 9.6 In the event of partial or complete withdrawal of subsidy by GoM on subsidized Consumer categories during the term of this Agreement, Distribution Franchisee shall be responsible for collection of such subsidy amount withdrawn by the GoM from the subsidised Consumers through modified tariff as specified by MERC.
- 9.7 In the event of subsidy defaults by the GoM, the Distribution Franchisee shall comply with MSEDCL policy directives for such events. Such MSEDCL policy directives shall be with prospective effect and shall be applicable across the MSEDCL licence area.



**ARTICLE 10: ELECTRICITY DUTY, TOSE AND TTC**

In addition to the provisions of Article 7, the Electricity Duty shall be governed as below:

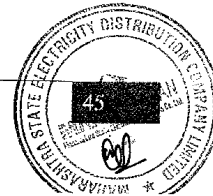
- 10.1 The Distribution Franchisee shall establish separate accounting for Electricity Duty liability as per provisions of Bombay Electricity Duty Act' 1958. A reputed Independent Auditor shall be appointed by the mutual consent of MSEDCL and the Distribution Franchisee to get the audit of Electricity Duty leviable by the Distribution Franchisee on half yearly basis. The fees for this Audit shall be shared equally by both the parties.
- 10.2 Notwithstanding the above, Distribution Franchisee shall allow the Government Auditors to verify the particulars or details provided for payment of Electricity Duty. The amount of Electricity Duty determined by the Government Auditor shall be final and binding.
- 10.3 The Distribution Franchisee shall collect and remit the amount (collected) on account of Electricity Duties to MSEDCL as per Article-7
- 10.4 Any change in taxes and duties as notified by GoM, shall be adjusted appropriately and paid to MSEDCL in addition to the Distribution Franchisee's payment obligation computed as Article 7.1

In addition to the provisions of Article 7, the Tax on Sale of Electricity (TOSE) shall be governed as below:

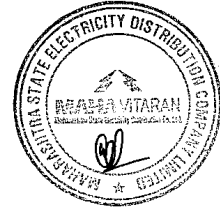
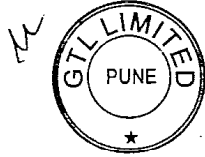
- 10.5 The Distribution Franchisee shall establish separate accounting for TOSE liability as per provisions of Sale Tax Act. A reputed Independent Auditor shall be appointed by the mutual consent of MSEDCL and the Distribution Franchisee to get the audit of TOSE leviable by the Distribution Franchisee on half yearly basis. The fees for this Audit shall be shared equally by both the parties.
- 10.6 The Distribution Franchisee shall collect and remit the amount (collected) on account of TOSE to MSEDCL as per Article-7
- 10.7 Any change in taxes and duties as notified by GoM, shall be adjusted appropriately and paid to MSEDCL in addition to the Distribution Franchisee's payment obligation computed as Article 7.1

In addition to the provisions of Article 7, the Temporary Tariff Component (TTC) shall be governed as below:

- 10.8 The Distribution Franchisee shall establish separate accounting for TTC liability as per provisions of DFA. A reputed Independent Auditor shall be appointed by the mutual consent of MSEDCL and the Distribution Franchisee to get the audit of TTC leviable by the Distribution Franchisee on half yearly basis. The fees for this Audit shall be shared equally by both the parties.



- 10.9 The Distribution Franchisee shall collect and remit the amount (collected) on account of TTC to MSEDCL as per Article-7
- 10.10 This component's nature may change in future as per MERC's directive. In such case its treatment may be changed accordingly.

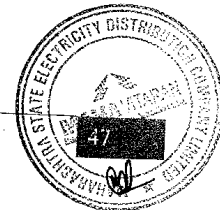


**ARTICLE 11: PERFORMANCE GUARANTEE**

As provisioned in the Article-2.1.1 of this Agreement, the Distribution Franchisee shall submit and maintain valid for the term of this Agreement, a performance guarantee to the satisfaction of MSEDCL in the form of an irrevocable and unconditional Standby Letter of Credit (L/C) from any nationalized bank or ICICI bank, IDBI bank, Axis bank, HDFC bank for an amount equivalent to two months' estimated amount payable to MSEDCL by Distribution Franchisee based on twice the monthly average of energy input at Input Points in Franchise Area in the Base Year and Input Rates quoted by the Distribution Franchisee for first year of Franchisee term. The Standby Letter of Credit must state that the Bank shall not require any proof in addition to the written demand by MSEDCL in order to make the payment and that payment will be made immediately in accordance with the remittance instructions specified in such demand to such account in Mumbai as may be specified by the holder at the time a demand for payment is made.

The Standby Letter of Credit shall be governed as below:

- 11.1 The Standby Letter of Credit is to be furnished as on the Effective date so as to provide unconditional security for various payments and performance due under the Distribution Franchise Agreement. The Standby Letter of Credit shall be valid for a period of one year for first year of engagement, thereafter it shall be renewed (upward) on half yearly basis with validity of seven months. The Bank Guarantee submitted by the successful bidder prior to acceptance of the Letter of Intent shall also remain valid till sixty calendar days after the Effective date.
- 11.2 The Distribution Franchisee shall renew the Standby Letter of Credit one month before its expiry date and furnish the same to MSEDCL, failing which MSEDCL shall have the right to invoke the Standby Letter of Credit.
- 11.3 Within one week of beginning of next half year, the amount of the Standby Letter of Credit shall be upgraded, based on average energy input in previous half year and applicable Input Rates for the year as per Annexure-7. The said input rates shall be indexed as per the Tariff Indexing Ratio, as per Article 7. However, under no circumstances the amount of Standby Letter of Credit shall be revised downwards.
- 11.4 MSEDCL may recover the outstanding payment after payment due date by invoking the Standby Letter of Credit.
- 11.5 Distribution Franchisee shall, within one week of invocation of the Standby Letter of Credit by MSEDCL, restore the same to the level prior to invocation.
- 11.6 MSEDCL shall review the amount of the Standby Letter of Credit after one Contract Year depending on the payment record of the Distribution Franchisee.



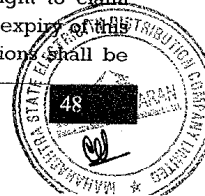
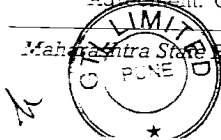


**ARTICLE 12: DEPUTATION OF MSEDCL EMPLOYEES**

The existing employees in the Franchise Area will be given an option to join the Distribution Franchisee on deputation.

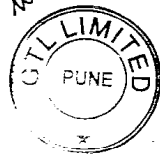
- 12.1 MSEDCL will make a list of such employees who wish to be on deputation. Thereafter, the Distribution Franchisee shall have freedom to choose from the list of willing employees. The Distribution Franchisee will have a right to accept/ reject without assigning any reason thereof.
- 12.2 MSEDCL employees on deputation with the Distribution Franchisee shall be governed by the Distribution Franchisee's working terms and conditions. However, the Distribution Franchisee shall make those terms and conditions available upfront to all willing employees opting for deputation. For employees on deputation from MSEDCL, the employment terms and conditions shall be MSEDCL's terms & conditions of deputation as attached in Annexure 9 would be applicable. Distribution Franchisee would have the right to send any MSEDCL employee on deputation with the Franchisee back to MSEDCL with one month's notice to the MSEDCL without assigning any reasons. Repatriation of employees to MSEDCL should ideally be in exceptional cases and with due justification, such as major acts of misconduct etc.
- 12.3 The cost of employees on deputation would be borne by Distribution Franchisee. The Distribution Franchisee will compensate the MSEDCL employee on deputation with the Franchisee towards all the benefits available to him/ her as per his/ her employment terms of MSEDCL such as monthly salary, statutory contributions like provident fund and pension funds etc. Distribution Franchisee will also be responsible for any liability arising on account of fringe benefit tax and any other tax applicable on benefits of MSEDCL employee on deputation with the Franchisee.
- 12.4 At the end of the period of deputation or the Franchise Agreement whichever is earlier, the employees on deputation will return to MSEDCL. Such employees will not lose their seniority in MSEDCL due to deputation with the Distribution Franchisee.
- 12.5 The Distribution Franchisee shall have the right to employ any number of personnel on any terms and conditions (Distribution Franchisee's Employees) to discharge the day-to-day functions relating to distribution of power in Franchise Area.
- 12.6 However, Distribution Franchisee's employees shall not become either permanent or contract employees of MSEDCL at any point in time during and after expiry of this agreement. The Distribution Franchisee shall expressly clarify at the time of the appointment of an employee that he/she shall not have a right to claim employment with MSEDCL during the subsistence or even after the expiry of this Agreement. Only the persons expressly agreeing to these conditions shall be

Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



employed by the Distribution Franchisee. MSEDCL will not be responsible or liable for the claims raised by the employees of the Distribution Franchisee and the Distribution Franchisee shall indemnify MSEDCL in respect thereof.

- 12.7 The deputation period for an employee of MSEDCL shall be the term of the Franchisee or the remainder of his / her period of employment, whichever is shorter.
- 12.8 It should be noted that although the Distribution Franchisee shall be liable for payment of salaries, applicable allowances, deduction of taxes, provident fund, etc. with respect to such MSEDCL employees who are on deputation, MSEDCL shall be the Principal Employer of such employees. It is the responsibility of the Franchisee to communicate to all such employees of MSEDCL that are on deputation with the Franchisee that they have no claims against the Distribution Franchisee with respect to (i) permanent employment, (ii) extension of deputation, or (iii) employment benefits that are applicable to the Distribution Franchisee's employees. MSEDCL shall not indemnify the Franchisee against any and all losses, damages, costs, expenses, fines, penalties, interest, judgments, or other liabilities on account of such claims.



**ARTICLE 13: REPORTING AND AUDIT**

**13.1 Reporting**

The Distribution Franchisee shall furnish to MSEDCL the following information as per schedule stated therein:

13.1.1 Distribution Franchisee shall be required to submit data regarding billing and collection inclusive of electricity duty, Security Deposit collected on account of new connections. Distribution Franchisee shall provide consumer-wise information in the format specified by MSEDCL detailing the billing, collection and all related information on a monthly basis every month by a mutually agreed date. Such information shall be kept confidential by MSEDCL to the extent possible and shall be used only under conditions of default by Distribution Franchisee under the Distribution Franchise Agreement

13.1.2 For the initial stabilization period, such data shall be submitted as per schedule below:

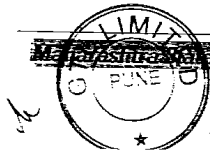
Days from Effective Date	Information to be submitted on Day
1-27	30
28-42	45
43-57	60
58-60	63

13.1.3 After the initial stabilization period, the above information shall be submitted as per the respective billing cycle and shall be submitted to MSEDCL not later than three days after the end of the billing cycle as per Article-7.1.

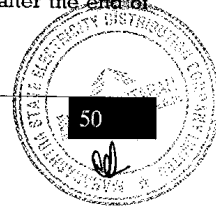
13.1.4 Distribution Franchisee shall be required to update the asset register and submit the same to MSEDCL on a quarterly basis.

13.1.5 Distribution Franchisee shall generate periodic Management Information System (MIS) and Monitoring Reports as required by MSEDCL and MERC in formats enclosed at Annexure-10 and communicate them to MSEDCL through email according to the schedule given in article 13.

13.1.6 Distribution Franchisee shall submit detailed inventory status reports on an annual basis for all inventories within the Franchise Area within 30 days after the end of every year after the Effective date.



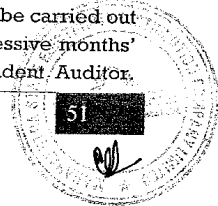
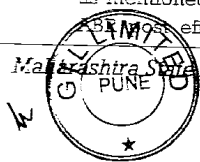
MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD. (MSEDCL)



- 13.1.7 All correspondence, records, reports, presentations and other forms of information developed by the Distribution Franchisee whether electronic or physical, and required by the Licensee to continue operations, shall become the property of MSEDCL upon Expiry/ termination subject to applicable permissions. MSEDCL reserves, without limitation, the right to use procedures, forms and productivity enhancement methods developed under this Agreement elsewhere subject to applicable permissions. Notwithstanding the above, the Distribution Franchisee shall have the right to retain copies of information, reports, correspondence, presentations mentioned above.
- 13.1.8 Distribution Franchisee shall notify MSEDCL of any Major Incident affecting any part of the Distribution System that has occurred at the earliest possible instant and in any event, by no later than fifteen (15) days or such period as may be extended by MSEDCL from the date of such Major Incident. Distribution Franchisee shall also submit a report to MSEDCL giving full details of the facts within the knowledge of the Distribution Franchisee regarding the incident and its cause.
- 13.1.9 Distribution Franchisee shall provide to the MSEDCL within reasonable time such further particulars and information as may be required by MSEDCL (e.g. political and social unrest, natural calamities, events of force majeure, etc ) relating to the implementation of this Agreement for providing the same to the GoM or any other statutory authorities entitled to the same under the provisions of the law.
- 13.1.10 MSEDCL reserves the rights to modify the existing MIS report or addition / alteration in future, depending on the future development and requirement.
- 13.1.11 MSEDCL reserves the rights to introduce new KPIs (Key Performance Indicators) for monitoring the performance of Distribution Franchisee

**13.2 Audit**

- 13.2.1 Distribution Franchisee will allow for yearly audit of assets and inventories within the Franchise Area by MSEDCL.
- 13.2.2 Distribution Franchisee will also allow an yearly audit of the billing data including the system and database and Consumer service centers operated within the scope of the Franchise Area.
- 13.2.3 MSEDCL may, at anytime during the subsistence of this agreement, authorise any person(s) to inspect, verify and audit the required data and records for the purpose of verifying information received under this contract, and the Distribution Franchisee shall be obliged to extend all cooperation, assistance and facilities, as may be required, to such authorised person(s).
- 13.2.4 The audit of electricity duty, TOSE, TTC and claims for subsidy shall be carried out as mentioned in Article 9 and Article 10. In addition, audit of successive months' effective date, shall be audited by a reputed Independent Auditor.

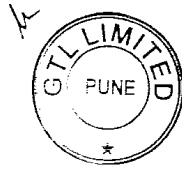


Independent Auditors report shall be binding on both MSEDCL and Distribution Franchisee.

13.2.5 MSEDCL reserves the right to conduct the physical verification of the Distribution Assets belonging to MSEDCL at any time during the term of this Agreement. However, assets created by Distribution Franchisee, under Capex shall be audited by a reputed Independent Auditor on yearly basis as per article 5.2.14

13.2.6 All the aforesaid audits/verifications shall be conducted by person(s) duly authorized for the specific purpose by the Agreement Representative.

13.2.7 The Distribution Franchisee shall comply with all reporting formats and data requirements prescribed by the Auditors.



ARTICLE 14: INDEMNIFICATION

Indemnity

14.1 The Distribution Franchisee during the term of this Agreement shall indemnify, defend and hold MSEDCL harmless against the following:

14.1.1 Any acts of omissions/ commission of Distribution Franchisee with regard to the electricity services provided by MSEDCL. In such event Distribution Franchisee shall have no claim for compensation, incentive or any other claim against MSEDCL.

14.1.2 Claims against MSEDCL made by any third party for any act of commission or omission by Distribution Franchisee, Distribution Franchisee shall indemnify and hold MSEDCL harmless and compensate all the losses so caused to MSEDCL. MSEDCL shall also be entitled to defend any action with third parties at the cost and expenses of Franchisee.

14.1.3 All monetary obligations or losses or implications arising out of such action of Distribution Franchisee in the nature of costs, expenses or damages. MSEDCL shall have no liability in respect of loss of profit, loss of income, loss of agreement or any other losses or damages suffered or arising out of or in connection with existence of any defects whether latent or apparent in electricity network and the obligation of Distribution Franchisee to provide support services shall remain unaffected thereby.

14.1.4 Claims on all the employees of MSEDCL on deputation against any loss/ implication arising out of the actions of Distribution Franchisee.

14.1.5 Non-payment of all taxes, duties, and statutory/ local levies arising as a result of this commercial transaction as required under Article 7.

14.1.6 Non-compliance of the Laws, Regulations, Orders and Directives of MERC by the Distribution Franchisee.

14.1.7 Any penalty imposed on account of non-compliance as stated hereinabove.

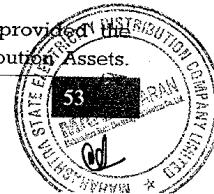
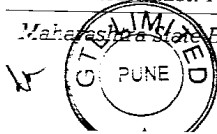
This Indemnification shall survive the term of this Agreement.

14.2 MSEDCL shall indemnify, defend and hold the Distribution Franchisee harmless against:

14.2.1 Acts of commission or omission in the Franchise Area by MSEDCL prior to the Effective Date of this Agreement.

14.2.2 Third party claims on account of MSEDCL Distribution Assets, provided the Distribution Franchisee has taken all reasonable care of the Distribution Assets.

Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



The aggregate amount of the liabilities to be compensated by MSEDCL during the said period (entire period of agreement i.e. fifteen years). However, such indemnity shall be limited only to legally established claims as per MSEDCL's prevailing norms.

**Procedure for claiming indemnity**

**Third party claims**

14.2.2 (a) Where either party is entitled to indemnification from the other party pursuant to Article 14.1 or Article 14.2, it shall promptly notify the other party of such claim, proceeding, action or suit referred to in Article 14.1 or Article 14.2 in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified party becomes aware of such claim, proceeding, action or suit. The indemnifying party shall be liable to settle the indemnification claim within thirty [30] days of receipt of the above notice. Provided however that, if:

- (i) the Parties choose to contest, defend or litigate such claim, action, suit or proceedings in accordance with Article 14.2.2(b) below; and
- (ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the dispute,

The indemnifying party shall become liable to pay the claim amount to indemnified party or to the third party, as the case may be, promptly following the resolution of the dispute, if such dispute is not settled in favour of the indemnifying party.

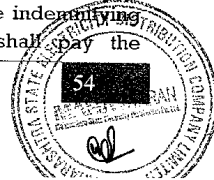
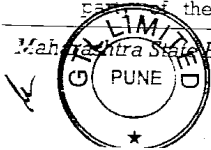
14.2.2 (b) The Indemnified Party may in consultation with the Indemnifying Party, contest, defend and litigate a claim, action, suit or proceeding for which it is entitled to be indemnified under Article 14.1 or Article 14.2 and the indemnifying Party shall reimburse to the indemnified Party all reasonable costs and expenses incurred in this respect. However, the indemnified Party shall not settle or compromise such claim, action, suit or proceedings without first getting the consent of the indemnifying Party, which consent shall not be unreasonably withheld or delayed.

The indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the indemnified Party, if it acknowledges its obligation to indemnify, gives prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost.

**14.3 Indemnifiable Losses**

Where either party is entitled to Indemnifiable Losses from the indemnifying party pursuant to Article 14.1 or Article 14.2, it shall promptly notify the indemnifying party of the Indemnifiable Losses. The indemnifying party shall pay the

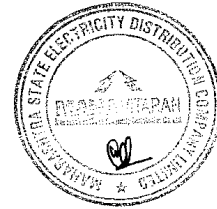
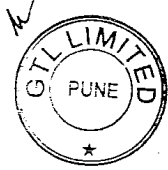
Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



Indemnifiable Losses within [30] thirty days of receipt of the notice seeking indemnifiable Losses by indemnified party. It is expressly agreed herein that the Indemnifiable Losses of either party shall be restricted to costs and expenses for all claims except for the Indemnifiable Losses for third party claims, wherein consequential damages shall also be included, if applicable.

**ARTICLE 15: INSURANCE**

- 15.1 The Distribution Franchisee at its own discretion shall insure the assets purchased during the term of this Agreement in its own name.
- 15.2 The Distribution Franchisee shall also obtain and keep in effect all Insurances required under laws of India.





**ARTICLE 16: EVENT OF DEFAULT AND TERMINATION**

**16.1 Distribution Franchisee Event of Default**

The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure event or a breach by MSEDCL its substantial obligations under this Agreement, shall constitute a Distribution Franchisee event of default. Substantial obligations would include all such obligations as envisaged in the Distribution Franchise Agreement.

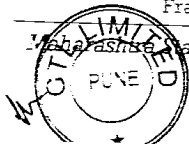
**16.1.1 Critical Event of Default**

16.1.1.1 Critical Event of Default by the Distribution Franchisee shall mean failure or refusal by Distribution Franchisee to perform its following obligations under the Agreement:

- a Failure on account of Distribution Franchisee to make payments as per Article- 7 of this Agreement;
- b Failure to submit in time the Information Report as per Article 13.1.1,13.1.2 and 13.1.3;
- c Failure to maintain a performance guarantee as per the Article 11 of this Agreement.
- d Failure to maintain minimum service quality/ safety standard due to inadequate network investments.

16.1.1.2 The other Critical Events of Default are:

- a. The Distribution Franchisee has engaged in a corrupt practice or/ and fraudulent practice in competing for executing the contract.
- b. A resolution for winding up has been passed by the majority shareholders of the Distribution Franchisee.
- c. The Distribution Franchisee is declared insolvent or bankrupt.
- d. The Distribution Franchisee has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this agreement.
- e. Any representation or warranty made by the Distribution Franchisee during the term of the agreement is found to be false and misleading.
- f. The Distribution Franchisee is indulging in any malpractice or corrupt practice or fraudulent practice(s).
- g. Sale of Input energy in the Franchise Area to any party outside Franchise Area.



Franchisee Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



- h. Failure to comply with non-critical events of default within the specified period.

**16.1.2 Non-critical Event of Default**

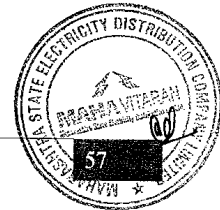
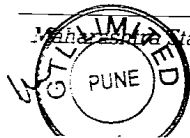
Non-critical Event of Default by the Distribution Franchisee shall mean failure or refusal by Distribution Franchisee to perform the following obligations under the Agreement:

- 16.1.2.1 Failure to submit periodic performance report (comprising Billing and Collection report, updation of Assets Register on monthly basis, Energy audit report) to MSEDCL after a stabilization period of two months from Effective Date.
- 16.1.2.2 Reporting inconsistencies in energy/ revenue accounting, if observed during periodic/ unscheduled inspection.
- 16.1.2.3 Failure to comply with any terms and conditions, as applicable under this Agreement for a consecutive period of thirty (30) days.
- 16.1.2.4 Persistent non-compliance of Standards of Performance laid down by MERC after the first Contract Year. Persistent would mean non-compliance of any of terms of Standards of Performance in all similar cases for a continuous period of three months.
- 16.1.2.5 Persistent non-compliance of MERC's "Electricity Supply Code and Other Conditions of Supply" as approved and modified from time to time after the first Contract Year. Persistent would mean repeated non-compliance of any of terms of MERC's "Electricity Supply Code and Other Conditions of Supply for a continuous period of three months.
- 16.1.2.6 Failure to deposit statutory payments of MSEDCL's Deputationist employees within the stipulated period.
- 16.1.2.7 Failure on account of Distribution Franchisee to comply with all the relevant labour laws applicable to MSEDCL's Deputationist employees.

If any of the above is in default for a period of more than 60 days, it shall become a Critical Event of Default as per Article 16.1.1.2 (h)

**16.2 MSEDCL Event of Default**

The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by Distribution Franchisee of its substantial obligations under this Agreement, shall constitute a MSEDCL Event of Default:



**a) Critical Event of Default**

MSEDCL does not ensure the supply of power up to 90% of entitled pro-rata quantity as per article 5.4.1 to Distribution Franchisee of acceptable quality standards for a period of six days in a calendar month.

**b) Non-Critical Event of Default**

Breach of Any other material terms and conditions, as applicable under this Agreement for a consecutive period of thirty (30) days. If the default continues for a period of more than 60 days, it shall become a Critical Event of Default.

**16.3 Termination Procedure for Event of Default by Distribution Franchisee**

16.3.1 On the occurrence of any Event of Default, or its coming to notice of MSEDCL, MSEDCL shall issue an Event of Default notice to the Distribution Franchisee.

16.3.2 The Distribution Franchisee shall eliminate such Event of Default and mitigate consequences of such Event of Default within a period of 15 days for Event of Default cited at 16.1.1 and 60 days for Events of Default cited at 16.1.2.

16.3.3 In case the Distribution Franchisee is unable to eliminate/ mitigate the consequences of Event of Default within the period stipulated at 16.3.2 a preliminary notice of termination may be served by MSEDCL to the Distribution Franchisee, elaborating the event of default by Distribution Franchisee.

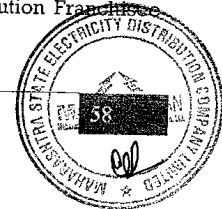
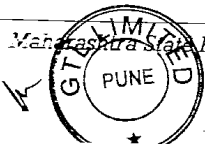
16.3.4 If the default is not cured within a period of thirty days from the date of issue of the preliminary notice of termination as provided in Article 16.3.3, this Agreement may be terminated after serving the final termination notice to the Distribution Franchisee.

16.3.5 It is expressly agreed that both the parties shall continue to perform their respective obligations until the serving of final termination notice, whereupon this Agreement shall terminate on date of such notice.

16.3.6 MSEDCL shall exercise its Step-in rights after serving the final termination notice. The Distribution Franchisee shall be obliged to extend transition assistance for a period of 30 days from the serving of such final termination notice, failing which the costs and expenses incurred by MSEDCL on the account of non-provision of such assistance by the Distribution Franchisee shall be recovered from the Termination payment of the Distribution Franchisee.

**16.4 Termination Procedure for Event of Default by MSEDCL**

16.4.1 On the occurrence of Event of Default by MSEDCL, the Distribution Franchisee shall issue an Event of Default notice to MSEDCL.



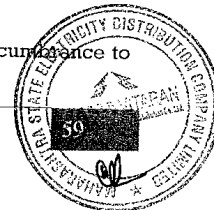
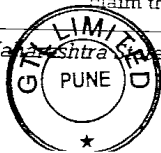
- 16.4.2 The MSEDCL shall eliminate such Event of Default and mitigate consequences of such Event of Default within a period of 15 days for Event of Default cited at 16.2(a) and 60 days for Events of Default cited at 16.2(b).
- 16.4.3 In case MSEDCL is unable to eliminate/ mitigate the consequences of Event of Default within the period stipulated at 16.4.2, a preliminary notice of termination may be served by the Distribution Franchisee to MSEDCL, elaborating the Event of Default by MSEDCL.
- 16.4.4 If the default is not cured within a period of thirty days from the date of serving of preliminary termination notice as provided in article 16.4.3, this Agreement may be terminated after serving the final termination notice to the defaulting Party.
- 16.4.5 It is expressly agreed that both the parties shall continue to perform their respective obligations until the serving of final termination notice, whereupon this Agreement shall terminate on date of such notice.
- 16.4.6 MSEDCL shall exercise its Step-in rights after receiving the final termination notice. The Distribution Franchisee shall be obliged to extend transition assistance for a period of 30 days from the serving of such Final termination notice, failing which the costs and expenses incurred by MSEDCL on the account of non-provision of such assistance by the Distribution Franchisee shall be recovered from the Termination payment of the Distribution Franchisee.

**16.5 Consequences of Termination**

**16.5.1 Consequences of Termination for Distribution Franchisee's Event of Default**

- a) Without prejudice to the other rights of MSEDCL in case of termination, Distribution Franchisee shall pay all the dues payable to MSEDCL on the date of termination. Distribution Franchisee shall pay dues to third parties only after the payment of all MSEDCL dues.
- b) MSEDCL shall have right to invoke the Standby Letter of Credit (Performance Guarantee) to make good any shortfall.
- c) MSEDCL unconditionally reserves the right to claim from Distribution Franchisee any costs, expenses or loss that it may have incurred by reason of breach of failure on the part of Distribution Franchisee to observe and perform any of the terms and conditions of the agreement.
- d) On termination of this Agreement however occasioned, the Distribution Franchisee shall forth with deliver to MSEDCL all papers including the forms used, partially used and unused receipts books, all promotional materials and documents which may have come into its possession or custody under the terms of this Agreement or otherwise.
- e) The Distribution Franchisee shall furnish a certificate of Non encumbrance to claim the amount due to him as per provisions of Article-5.

M/s. Shriya Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



**16.5.2 Consequences of Termination for MSEDCL's Event of Default**

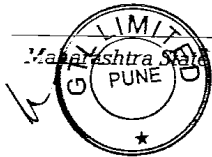
Without prejudice to the other rights of Distribution Franchisee in case of termination, MSEDCL shall pay all the dues payable to Distribution Franchisee on the date of termination.

**16.6 Step In Rights of MSEDCL****16.6.1 Step In Rights in case of Event of Default after serving of Final Termination Notice**

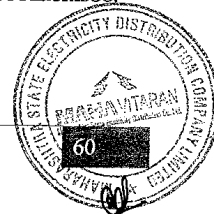
1. MSEDCL or its Designate(s) shall be entitled to immediately enter any and/ or all of the Site(s) and operate the Distribution System and collect revenues due from Consumers.
2. MSEDCL shall have the right to invoke the Standby Letter of Credit furnished by the Distribution Franchisee to recover all its dues and outstanding amounts.
3. The Distribution Franchisee shall transfer all the Fixed Assets brought in as a part of the New Capital Expenditure in the Franchise Area in accordance with the Article-3.

**16.6.2 Step In Rights in the Event of Abandonment and Event of Major Incident by the Distribution Franchisee**

1. MSEDCL or its Designate(s) shall be entitled to immediately enter any and/or all of the Site(s) and operate the Distribution System.
2. MSEDCL shall have a right to terminate the Agreement.
3. MSEDCL shall issue a take-over notice to the Agreement Representative and serving of such notice shall be treated as a deemed takeover of operations by MSEDCL.
4. MSEDCL shall invoke the Standby Letter of Credit furnished by the Distribution Franchisee.
5. All Current Assets of the Distribution Franchisee in the Franchise Area shall stand transferred to MSEDCL.
6. All Capital (Moveable and Immoveable) Assets of the Distribution Franchisee brought in the Franchise Area in accordance with Article 5 shall stand transferred to MSEDCL.
7. However, the liability of meeting the repayment obligations on account of financing arrangements for such assets shall lie with the Distribution Franchisee.



MAHARASHTRA STATE ELECTRICITY DISTRIBUTION Co. Ltd. | M/s. GTL Ltd. |



**16.6.3 Step In Rights of MSEDCL in the Events of Partial Disruption of electric supply services**

In case of disruption of electric supply services in any part of the Franchise Area, leading to severe public inconvenience, MSEDCL shall have a right to step in the Franchise Area and restore electric supply services. The costs and expenses incurred for restoration by MSEDCL shall be borne by the Distribution Franchisee.

**16.6.4 Step-in Rights of MSEDCL in the Event of Major Incident**

In case of an event of Major Incident as defined under the Agreement, MSEDCL shall have a right to step in the Franchise Area and take appropriate action. The costs and expenses incurred by MSEDCL in connection with the same shall be borne by the Distribution Franchisee. If the major incident is due to the wilful negligence or deliberate actions of the Franchisee, MSEDCL shall have a right to terminate the Agreement in accordance with Article 16.6.2.

**16.7 Mode of Expiry Payment**

16.7.1 The expiry payment to the Distribution Franchisee shall consist of the following:

- a) Depreciated Value of capital assets worked out as per Article-5.2;
- b) Value of current assets worked out as per Article-5.3;
- c) Arrears accrued in the last one-month prior to Expiry as per Article-8.12.

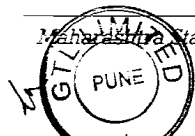
16.7.2 An amount equal to 70% of the depreciated value of capital assets on Expiry Date worked out as per the audit conducted at the end of the penultimate contract year prior to the Expiry Date shall be released to the Distribution Franchisee not later than 15 days from the Expiry Date upon furnishing of a certificate of non encumbrance by the Distribution Franchisee and from the bankers of the Franchisee.

16.7.3 The balance payment on account of capital assets after accounting for deviations shall be released on completion of physical verification and auditing but not later than 60 days from expiry.

16.7.4 MSEDCL shall furnish to the Distribution Franchisee a bank guarantee for an amount equivalent to the depreciated value on the expiry date, of Distribution Assets added by the Distribution Franchisee. Such value shall be based on the capital assets audit conducted at the end of penultimate contract year prior to the Expiry Date. The bank guarantee shall be furnished six months prior to expiry and shall be encashable to the extent dues established under (i) below and subject to 16.7.2 above, if the payment computed as per Article 5.2.7 & 5.2.8 is not released within a period of 60 (sixty) days on the fulfillment of all of the following:

- (i) Such Assets have been physically verified by the Joint Audit Team of MSEDCL and the Distribution Franchisee and have been found to be in

Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |




working order. The verification shall be completed within one month after Expiry of the agreement. In case of shortfalls, the non-disputed amount shall be released promptly.

- (ii) The Distribution Franchisee has furnished a Certificate of Non encumbrance issued both by the Franchisee as well as its bankers in respect of such Distribution Assets.
- (iii) The title and possession of such assets has been transferred to MSEDCL.

16.7.5 The payment for current assets due to the Distribution Franchisee shall be released not later than 60 days from Expiry date.

16.7.6 MSEDCL shall also establish a bank guarantee for payment towards arrears accrued one month prior to the Expiry after such an amount has been jointly determined and agreed by MSEDCL and Distribution Franchisee. The bank guarantee shall be encashable by Distribution Franchisee, if such jointly agreed payment is not released within a period of 90 days from Expiry.

16.7.7 All the above payments shall be released after deductions on account of any outstanding amount towards MSEDCL, if any.

#### 16.8 Mode of Termination Payment in case of MSEDCL Event of Default

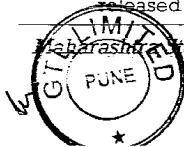
16.8.1 The Termination payment to the Distribution Franchisee shall consist of the following:

- a) Depreciated Value of capital assets worked out as per Article-5.2;
- b) Value of current assets worked out as per Article-5.3;
- c) Arrears accrued in the last one-month prior to termination as per Article-8.12

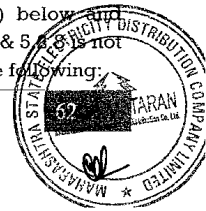
16.8.2 An amount equal to 50% of the depreciated value of capital assets on Termination date worked out as per the audit conducted at the end of last contract year shall be released to the Distribution Franchisee not later than 15 days from the Termination Date upon furnishing of a certificate of non-encumbrance by the Distribution Franchisee and from the bankers of the Franchisee.

16.8.3 The balance payment on account of capital assets after accounting for deviations shall be released on completion of physical verification and auditing but not later than 60 days from Termination Date.

16.8.4 MSEDCL shall furnish to the Distribution Franchisee a bank guarantee for an amount equivalent to the depreciated value on the Termination date, of Distribution Assets added by the Distribution Franchisee. Such value shall be based on the capital assets audit conducted at the end of last contract year. The bank guarantee shall be furnished within a period of 15 days from Termination and shall be encashable to the extent dues established under (i) below and subject to 16.8.2 above, if the payment computed as per Article 5.2.7 & 5.2.8 is not released within a period of 60 (sixty) days on the fulfilment of all of the following:



Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



- (i) Such Assets have been physically verified by the Joint Audit Team of MSEDCL and the Distribution Franchisee and have been found to be in working order. The verification shall be completed within one month after Termination of the agreement. In case of shortfalls, the non-disputed amount shall be released promptly.
- (ii) The Distribution Franchisee has furnished a Certificate of Non-encumbrance issued both by the Franchisee as well as its bankers in respect of such Distribution Assets.
- (iii) The title and possession of such assets has been transferred to MSEDCL.

16.8.5 The payment for current assets due to the Distribution Franchisee shall be released not later than 60 days from Termination date.

16.8.6 MSEDCL shall also establish a bank guarantee for payment towards arrears accrued one month prior to such Termination after such an amount has been jointly determined and agreed by MSEDCL and Distribution Franchisee. The bank guarantee shall be encashable by Distribution Franchisee, if such jointly agreed payment is not released within a period of 90 days from Termination.

16.8.7 All the above payments shall be released after deductions on account of any outstanding amount towards MSEDCL, if any

#### 16.9 Mode of Termination Payment in case of Distribution Franchisee Event of Default

16.9.1 The Termination payment to the Distribution Franchisee shall consist of the following:

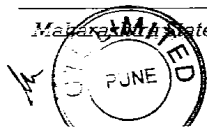
- a) Depreciated Value of capital assets worked out as per Article-5.2.
- b) Value of current assets worked out as per Article-5.3.
- c) Arrears accrued in the last one-month prior to Expiry as per Article-8.12.

16.9.2 An amount equal to 50% of the depreciated value of capital assets on Termination date worked out as per the audit conducted at the end of last contract year shall be released to the Distribution Franchisee not later than 15 days from the Termination Date upon furnishing of a certificate of non-encumbrance by the Distribution Franchisee.

16.9.3 The balance payment on account of capital assets after accounting for deviations shall be released on completion of physical verification and auditing but not later than 60 days from Termination Date.

16.9.4 The payment for current assets due to the Distribution Franchisee shall be released not later than 60 days from Termination date.

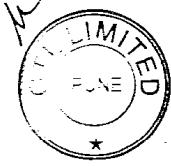
Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |





16.9.5 The payment for arrears accrued in the last one month prior to expiry shall be released not later than 90 days from the Termination date.

16.9.6 All the above payments shall be released after deductions on account of any outstanding amount towards MSEDCL, if any.



**ARTICLE 17: GOVERNING LAW AND DISPUTE RESOLUTION****17.1. Governing Law**

17.1.1 This Agreement has been executed and delivered in India and its interpretations, validity and performance shall be construed and enforced in accordance with the laws of India and also the laws applicable to the State of Maharashtra. The laws applicable to the Agreement shall be the laws in force in India.

17.1.2 Any dispute arising out of compliance/ non-compliance of this Agreement shall be exclusively under the jurisdiction of court at Mumbai.

17.1.3 Disputes between the consumers in the Franchise Area and MSEDCL shall be referred to the existing relevant Consumer Grievance Redressal Forums or to the appropriate authority/ Forum/ Court as per the law.

**17.2 Amicable Settlement, Dispute Resolution body and Arbitration**

17.2.1 Either Party shall be entitled to raise any dispute or differences of whatever nature arising under, out of or in connection with this Agreement including its existence or validity by giving a written notice to the other Party, which shall contain:

- (i) The details of the Dispute;
- (ii) The grounds for such Dispute; and
- (iii) All documentary evidence in support of its claim.

17.2.2 The other Party shall, within thirty (30) days of receipt of dispute notice issued under Article 17.2.1, furnish:

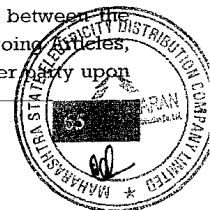
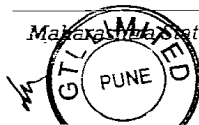
- (i) Counter-claim and defences if any regarding the Dispute; and
- (ii) All documentary evidence in support of its defences and counter-claim.

17.2.3 Both the parties shall constitute a Permanent Dispute Resolution Body having equal representation from each of the parties. The disputes or differences arising under this Agreement shall be referred for resolution to this body, which shall communicate its decision within thirty (30) days.

17.2.4 In case of non-settlement of dispute by the Permanent Dispute Resolution body, such dispute or differences shall be referred for decision to a body constituted of Managing Director of MSEDCL and Head of Distribution Franchisee (by whatever name called) which shall communicate its decision within a period of 15 (fifteen) days.

17.2.5 Any dispute arising out of, in connection with or with respect to this agreement, the subject matter hereof, the performance or non-performance of any obligation hereunder, which cannot be resolved by negotiation between the Parties and the Dispute Resolution procedure as stated in the foregoing articles, shall be exclusively submitted to arbitration at the request of either party upon

Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



written notice to that effect to the other party. The proceedings shall be conducted subject to the provisions of the Arbitration and Conciliation Act, 1996 by a panel consisting of three arbitrators.

- 17.2.6 While submitting the dispute or difference to arbitration in accordance with this Article the Party so submitting shall, in its notice, specify the name of one arbitrator appointed by it. Within 30 (thirty) days of the receipt of notice, the other Party shall appoint an arbitrator. The third arbitrator (who will act as the chairman) shall be nominated by the two arbitrators appointed as aforesaid or, failing such nomination within 30 (thirty) days of the appointment of the second arbitrator, shall be appointed in accordance with the Arbitration Act.
- 17.2.7 The language of the arbitration shall be English. The venue of Arbitration shall be Mumbai.
- 17.2.8 The arbitration award shall be in writing. The arbitrators shall also decide on the costs of the arbitration proceedings.
- 17.2.9 The Parties agree that the award of the arbitrators shall be final and binding upon the Parties.
- 17.2.10 Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Article 17 shall survive the termination of this Agreement.
- 17.2.11 Both the parties shall continue to perform their respective obligations during the conduct of the Dispute Settlement Procedure.

**17.3 Disputed Payments**

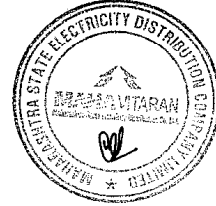
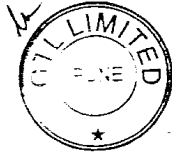
- 17.3.1 An invoice raised by MSEDCL in terms of Article-7 can be disputed by the Distribution Franchisee; however, the Distribution Franchisee shall remit the payment under protest against the same to MSEDCL within the stipulated time. Cases of excessive billing, if any, during the last three months shall be jointly identified by the MSEDCL and Distribution Franchisee and shall be referred to the Agreement Representative of MSEDCL.
- 17.3.2 In case the dispute is resolved in the favour of the Distribution Franchisee, MSEDCL shall within 7 days of settlement of such dispute refund the excess amount along with an interest of 12% per annum on this amount, for a period from the date of remission of payment by the Distribution Franchisee and the date of refund of the excess amount.
- 17.3.3 The information submitted by Distribution Franchisee and forming a basis for the Invoice can also be disputed by MSEDCL.
- 17.3.4 In case the dispute is resolved in the favour of MSEDCL, the Distribution Franchisee shall within 7 days of settlement of such dispute refund the additional amount along with an interest of 12% per annum on this amount, for a period from the date of remission of corresponding payment by the Distribution Franchisee and the date of remittance of the additional amount.

Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



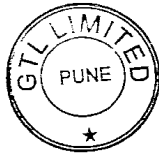
**17.4 Severability**

If any section, provision or Article of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, or is pre-empted by central or state laws, regulations or regulatory agencies, the remainder of this Agreement shall not be affected, except as is otherwise provided in this agreement. However if the implication of such a situation is significant, both the parties may mutually decide the future course of action.



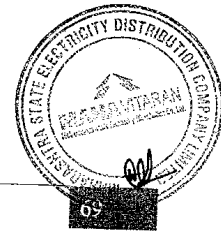
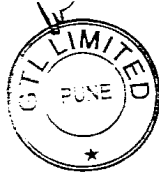
ARTICLE 18: FORCE MAJEURE

- 18.1 No Party shall be liable to the other Parties if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to occurrence of any event of force Majeure including acts of God, acts of any Government (de jure or de facto) or regulatory body or public enemy, war, riots, embargoes, industry-wide strikes, the reduction in supply due to outage of generation facilities, transmission lines or any other causes, circumstances, or contingencies, whether of a similar or dissimilar nature to the foregoing, beyond the parties control, which cannot be reasonably forecast or prevented, thereby, hindering the performance by the parties of any of their obligations hereunder. The Party claiming an event of force majeure shall promptly notify the other Parties in writing, and provide full particulars of the cause or event and the date of first occurrence thereof as soon as possible after the event and also keep the other Parties informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when such cause is removed. For the purpose of clarity, the Parties agree that the failure of a Party to adhere to any statutory or regulatory requirement or to obtain necessary approvals shall not be deemed to be a force majeure situation. A condition of force majeure shall not relieve any Party of any obligation due under this Agreement prior to the event of force majeure.
- 18.2 In the event of a prolonged event of Force Majeure (continuing for a period of more than 180 days) a preliminary notice of termination may also be issued by either Party leading to the termination of the Agreement. The payment mechanism for this case shall be the same as described in Article-16.7.



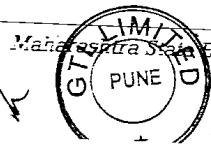
**ARTICLE 19: CLEAN DEVELOPMENT MECHANISM (CDM)**

- 19.1 Distribution franchisee may note that the Project may qualify for "carbon finance" through Clean Development Mechanism ("CDM") of UNFCC or any other carbon trading mechanism namely EU-TS etc resulting in additional revenue stream in terms of Certified Emission Reductions ('CERs').
- 19.2 Distribution franchisee will have to implement necessary metering mechanism of carbon credit in DF area.
- 19.3 Distribution franchisee has to obtain required CDM certification and approval from necessary certifying authority and has to pay all the expenses incurred in implementing CDM in DF area. MSEDCL will not be liable to pay for any expenses in this regard.
- 19.4 Distribution Franchisee has to share 50% of revenue stream resulting from the "CDM" benefits with MSEDCL, after deducting any capital expenditure including cost incurred towards application to the appropriate authority. However, Distribution Franchisee shall obtain approval from MSEDCL on the estimated expenditure prior to application for CDM benefits.
- 19.5 Distribution franchisee is required to make necessary assessment of possibility of availing "carbon finance" benefits on their own and accordingly consider such benefits while quoting Quoted Tariff. However, it may be noted that MSEDCL does not take any responsibility or liability on this account whatsoever.

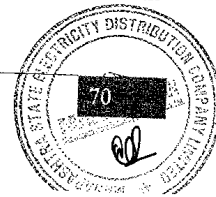


**ARTICLE 20: MISCELLANEOUS PROVISIONS**

- 20.1 MSEDCL shall refrain from unreasonably interfering with the Distribution Franchisee in exercising of its rights or the performance of or compliance with its obligations under this Agreement.
- 20.2 MSEDCL shall make all reasonable efforts to ensure that its staff not assigned to the Franchise Area does not impede the Distribution Franchisee from exercising its rights or performing its obligations under this Agreement.
- 20.3 The Parties shall establish formal communication means for purposes of exercising their respective rights and performing or complying with their respective obligations under this Agreement. Each of the Parties shall designate an Engineer-in-charge who is duly authorised to act on behalf of the respective Parties, to liaise for purposes of and carry out Agreement Management pertaining to the management of all matters related to the compliance with the requirements of this Agreement. The Engineer-in-charge shall be of the rank of Chief Engineer or equivalent and above from MSEDCL and a rank of Chief General Manager/ or Vice President and above from Distribution Franchisee.
- 20.4 Both the parties shall duly appoint their respective Agreement Representative and the Disputes or differences arising out of the execution of this Agreement shall be dealt by them. The Agreement Representative shall be of the rank of Executive Director or equivalent and above from both the sides.
- 20.5 Distribution Franchisee may consider the use of innovative operating Systems and technical solutions for loss reduction, theft prevention, credit control, etc. If such a system is being implemented then the Distribution Franchisee will submit information about such plans, processes and procedures to MSEDCL. All these systems must be in compliance with Regulatory and Licensee conditions. MSEDCL, in consultation with the Distribution Franchisee may depute a reasonable number of its employees to be trained on such new systems and processes. The Distribution Franchisee must facilitate the training of employees of MSEDCL on such systems and processes.
- 20.6 In the event the Distribution Franchisee undergoes merger/acquisition/ amalgamation/divestment, it will duly seek approval from MSEDCL for assignment of this agreement to the new entity. This would facilitate better coordination with the new entity.
- 20.7 The necessary approvals/ consents under this agreement shall not be withheld or delayed unreasonably by any of the party. Any approval or consent given under this Agreement shall be valid only if given in writing.
- 20.8 The Distribution Franchisee may create charge on its gross margin i.e. the revenue realizations less the amount payable to MSEDCL as per the regular invoices. Notwithstanding the foregoing, the repayment obligations in all cases shall lie with the Distribution Franchisee.



Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



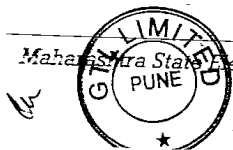
- 20.9 The language of communication between two parties shall be English only.
- 20.10 The Distribution Franchisee shall not use the MSEDCL assets for any other use except for distribution of electricity and activities concerned with the subject of this Franchisee.
- 20.11 MSEDCL at the request of the Distribution Franchisee shall pursue with the relevant agencies to the extent possible for the augmentation of EHV lines and transformer capacity for Franchise Area.
- 20.12 Infrastructure Roll-out Plan:**  
The Distribution Franchisee shall submit an Infrastructure Roll-out plan to MSEDCL stating the investments to be carried out by in the Franchise Area to lower the Distribution Losses and improve the quality of supply. The plan shall be indicative and the actual may differ. MSEDCL shall facilitate the Distribution Franchisee in approaching the MERC for approval of the Infrastructure Roll Out Plan. Any investment by the Distribution Franchisee which is not approved by the MERC shall not be compensated by MSEDCL at the expiry/ termination of the Franchise.
- 20.13 MSEDCL shall mark a copy of the Directives received by it under applicable laws, Regulations and Directives of MERC, which are not in the public domain.
- 20.14 Land and public right-of-way for Utility works shall be provided by the local Municipal Body. MSEDCL shall not be responsible for applying/ facilitating in approval of the same.

**Notices**

All notices to be given under this Agreement shall be in writing and in the English language.

A notice shall be effective when delivered or on the notice effective date, whichever is later.

All notices must be delivered personally, by registered or certified mail or by facsimile transmission to the address given below:



Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |





**For MSEDCL:****Engineer-in-Charge:****The Chief Engineer (Aurangabad Zone),**

Maharashtra State Electricity Distribution Company Ltd.,  
"Udhit Bhawan", Dr. Babasaheb Ambedkar Marg,  
Aurangabad 431 001  
Phone: 0240 - 2331347  
Fax: 0240 - 2331056  
Email: ceaurangabad@mahadiscom.in

**Agreement Representative:****Director (Operations),**

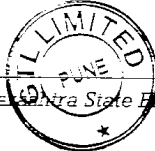
Maharashtra State Electricity Distribution Company Ltd.,  
"Prakashgad", Plot No G- 9,  
Anant Kanekar Marg, Bandra (East),  
Mumbai- 400 081  
Phone: 022-22709043  
Fax: 022-26681468  
E-Mail: directorop@mahadiscom.in

**FOR DISTRIBUTION FRANCHISEE:****Engineer-in-Charge:**

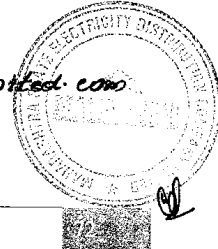
*Mr. Shashikant Puranik ; General Manager  
GTL Ltd. Hissa no. 2/7 ; Plot no. 1 ; Survey no. 61  
Off : Salunke Vihar Road  
Opp : Oxford Village ; Wanawrie  
Pune : 411040  
Mob : 9922920237 ; E-mail : shashikantp@gtllimited.com*

**Agreement Representative:**

*Mr. Anurag Vashistha ; Business Head ( Power Division)  
GTL Ltd. Hissa no. 2/7 ; Plot no. 1 ; Survey no. 61  
Off : Salunke Vihar Road  
Opp : Oxford Village ; Wanawrie  
Pune : 411040  
Mob : 9820973438 ; E-mail : anuragv@gtllimited.com*



Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



All notices shall be effective: (i) if sent by facsimile transmission, when sent (on receipt of confirmation of the correct number or address); (ii) if sent by registered post or certified mail, within 5 days of dispatch; and (iii) if delivered personally, on receipt by intended recipient. Provided that all notices given by facsimile transmission shall be confirmed by registered or certified mail.

Each party shall forthwith notify the other party of any change in its address to which notices under this Agreement are to be delivered, mailed or facsimiled.

**20.15 Amendment:**

This Agreement may be amended only by written agreement of the Parties hereto, duly executed by an authorized representative of each of the Parties hereto.

**20.16 Non-Waiver**

The failure in any one or more instances of a Party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

**20.17** Subletting and leasing the existing MSEDCL distribution assets for generation of extra revenue such as allowing commercial advertisement, Wi-Fi network / radio network, cable services etc. shall be the exclusive right of MSEDCL.

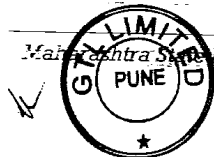
**20.18 Binding Effect**

This Agreement and the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

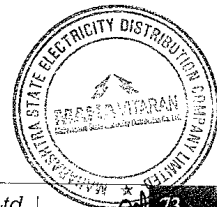
**Annexures attached hereto form part of the Agreement.**

MSEDCL and the Distribution Franchisee hereby represent and warranty that:




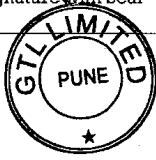
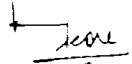



- a) They are not prevented under the applicable Laws and Regulations to enter into this Agreement;
- b) They have obtained the required authorizations/ permits to sign this Agreement.



Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |

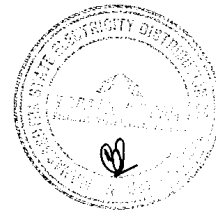
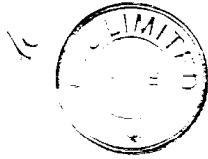


IN WITNESS WHEREOF the Parties have executed these presents through their authorised representatives at [Mumbai].

For and on behalf of [M/s Maharashtra State Electricity Distribution Company Limited]	For and on behalf [M/s. GTL Limited]
<p style="text-align: center;">Signature with Seal</p>   <p style="text-align: center;">Mr. <u>D.D. WAYHAL</u> DIRECTOR (FINANCE)</p> <p style="text-align: center;">Maharashtra State Electricity Distribution Company Ltd. 23 FEB 2011</p>	<p style="text-align: center;">Signature with Seal</p>   <p style="text-align: center;">Mr. <u>CHARUDATTA NAIK</u> GROUP CEO &amp; WHOLE TIME DIRECTOR</p> <p style="text-align: center;">(M/s. GTL Limited) 23 FEB 2011</p>
<p>Witness:-</p> <p>1.</p>  <p style="text-align: center;">Mr. <u>MK DEORE</u></p> <p>Designation:- <u>DIRECTOR (PROJECT)</u></p>	<p>Witness:-</p> <p>1.</p>  <p style="text-align: center;">Mr. <u>SK ROY</u></p> <p>Designation:- <u>WHOLE TIME DIRECTOR &amp; CEO</u></p>
<p>2.</p>  <p style="text-align: center;">Mr. <u>(RETD.) D. CHATTERJEE</u></p> <p>Designation:- <u>PRINCIPAL CONSULTANT (DISTRIBUTION FRANCHISE)</u></p>	<p>2.</p>  <p style="text-align: center;">Mr. <u>ANURAG YASHISTA</u></p> <p>Designation:- <u>BUSINESS HEAD (POWER DIVISION)</u></p>

### **List of Annexures**

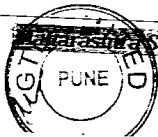
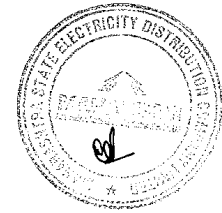
Annexure-1:	Brief Description of Franchise Area
Annexure-2:	Schedule of costs for Distribution Assets for 2008-09
Annexure-3:	Depreciation Rates for Distribution Assets
Annexure-4:	Methodology for Energy Audit
Annexure-5:	Minimum level of inventory
Annexure-6:	Specifications of Consumer Service Centre
Annexure-7:	Schedule of Annualised Input Rates
Annexure-8:	Procedure for recovery of arrears
Annexure-9:	Deputation Rules of MSEDCL
Annexure-10:	MIS and Monitoring Reports
Annexure 11:	Load growth Estimate in the Franchise Area
Annexure 12:	Annual Realisation in the Franchise Area
Annexure 13:	Procedure for calculation and application of Tariff Indexation Ratio (TIR)
Annexure 14:	Expense per unit of the Franchise Area
Annexure 15:	Computation of Average Billing Rate (ABR)
Annexure 16:	Geographical map of the Franchise Area
Annexure 17:	Format for CAPEX (subject to change according to MSEDCL prevailing policies.



**ANNEXURE-1 : BRIEF DESCRIPTION OF FRANCHISE AREA**

Particulars	Unit	Aurangabad (U)	Aurangabad (U) II	Total
<i>As on 31<sup>st</sup> Mar. 09</i>				
33 kV Substations	Nos.	14	5	19
11 kV Switch. station	Nos.	0	0	0
132 Kv feeders	Nos.	5	0	5
33 kV Feeders Total	Nos.	23	4	27
33 kV Express Feeders	Nos.	6	0	6
11 kV Feeders Total	Nos.	87	38	125
11 kV Express Feeders	Nos.	13	7	20
Cross over to Rural	Nos.	11	4	15
<b>33 kV Lines</b>				
Over head Line	Km	145.38	28.2	173.58
Under Ground	Km	1.06	0.14	1.2
<b>Total</b>	<b>Km</b>	<b>146.44</b>	<b>28.34</b>	<b>174.78</b>
<b>11 kV Lines</b>				
Over head Line	Km	387.774	264.46	652.234
Under Ground	Km	54.095	10.736	64.831
<b>Total</b>	<b>Km</b>	<b>441.869</b>	<b>275.196</b>	<b>717.065</b>
<b>LT Lines</b>				
Over head Line	Km	679.761	858.312	1538.073
Under Ground	Km	7.9	12.193	20.093
<b>Total</b>	<b>Km</b>	<b>687.661</b>	<b>870.505</b>	<b>1558.166</b>
<b>Poles</b>				
33 Kv	Nos.	2423	470	2893
11 kV	Nos.	6463	4408	10871
LT	Nos.	9063	11444	20507
<b>Total</b>	<b>Nos.</b>	<b>17949</b>	<b>16322</b>	<b>34271</b>
<b>Dist. Transformer Center</b>				
11KV/433 V DTC	Nos.	2140	798	2938

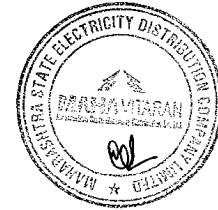
Note: The above information is subject to change during joint audit.



Maharashtra State Electricity Distribution Co. Ltd. - M/s. CTE Ltd.

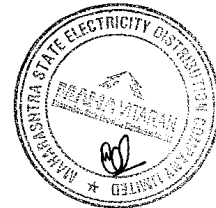
Category wise breakup of the consumers and connected load of Aurangabad Urban Division I & II as on March 31, 2009 is as under:

	URBAN I DIVISION			URBAN II DIVISION		
	Consumers	Connected Load (KVA)	Connected Load (KW)	Consumers	Connected Load (KVA)	Connected Load (KW)
EPL Residential	220	22	-	193	19.2	-
Residential	75327	75463.7	-	98824	96776.7	-
Commercial	10686	27997.4	-	12003	26639.4	-
Industrial	2271	-	69464.2	1497	-	28203.4
Hoarding & Advt.	29	53.9	-	74	143.4	-
PWW Urban	34	-	257	1	-	2
PWWR metered	-	-	-	9	-	40.5
Agriculture flat	686	-	2681.5	274	-	1133.5
Agriculture metered	947	-	3792.55	259	-	1085.85
St. Light Gram/CL-C	108	567.2	-	238	1337.1	0
St. Light Corp.	381	3626.8	-	307	1508.7	0
Temp. Supply	110	676.7	-	66	227.6	0
Poultry	-	-	-	1	3	0
HT	323	301246	-	148	84689	-

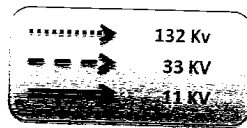
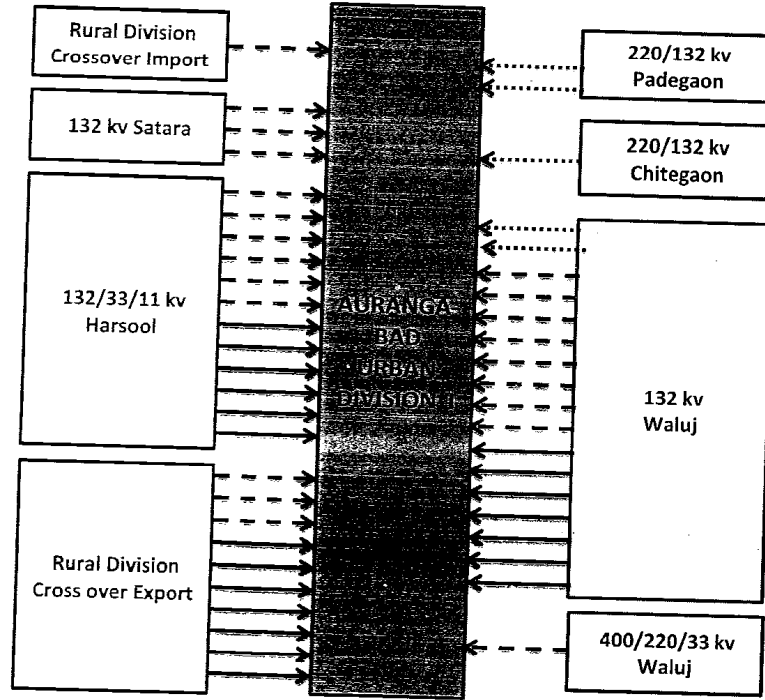


No.	Source	No. of feeders			Total
		132 kV	33 kV	11 kV	
As on 31st Mar. 09		<b>AURANGABAD URBAN DIVISION I</b>			
1	400/220/33/ kV Waluj	0	1	0	1
2	220/132 kV Padegaon	3	0	0	3
3	220/132 kv Chitegaon	1	0	0	1
4	132 kV Satara	0	3	0	3
5	132/33/11kV Harsul	0	6	6	12
6	132 kv Waluj	2	8	7	17
7	Rural Div.(cross over import)	0	1	0	1
8	Rural Div.(cross over export)	0	3	7	10
As on 31st Mar. 09		<b>AURANGABAD URBAN DIVISION II</b>			
1	132/33/11 kV Chikalthana	0	3	14	17
2	132/33/11 kV Harsool	0	0	2	2
3	132/33/11 kV Satara	0	1	0	1
4	Rural Div.(cross over import)	0	0	2	2
5	Rural Div.(cross over export)	0	0	2	2

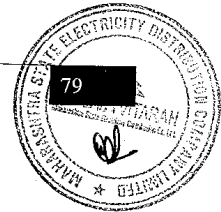
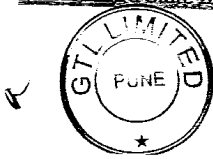
h



Schematic Diagram of Input Feeders of Aurangabad Urban Division - I

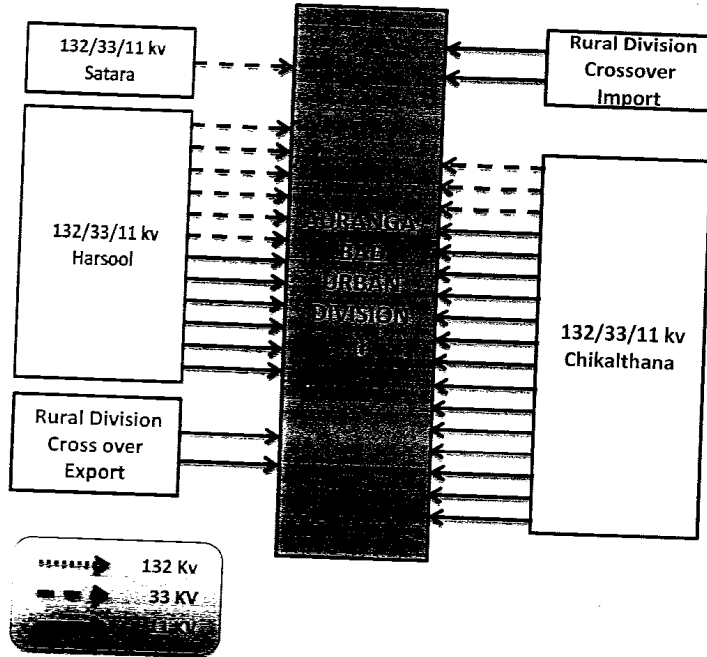


Maharashtra State Electricity Distribution Co. Ltd. M/s. GTL Ltd.





Schematic Diagram of Input Feeders of Aurangabad Urban Division - II



Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL) |

80

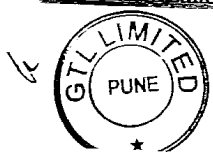
MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LIMITED

PUNE

**ANNEXURE- 2: SCHEDULE OF COSTS FOR DISTRIBUTION ASSETS FOR 2008-09**

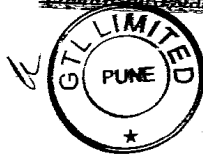
SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
Ref :- Central Purchase Agency No. SP / SM / Item rates / dt. 04/04/2009			
<b>GROUP - XI</b>			
1	33 KV Pin Insulators with G.I. Pins	No	565.17
2	22 KV Pin Insulators with G.I. Pins	No	314.37
3	11 KV Pin Insulators with G.I. Pins	No	89.14
4	Arctic type Disc Insulators 7000 Kg. for highly polluted area	Nos	534.12
5	Disc Insulator 11 KV 7000 KG.	Nos	220.44
6	Disc Insulator 11 KV 4500 KG.	Nos	217.91
7	L.T. Shackle Insulator	Nos	5.01
8	L.T. Shackle hardware	Pair	23.72
9	Stay Insulators	No	4.07
10	H.T. Stay Set	Set	900.87
11	L.T. Stay sets	Set	712.48
12	Earthing Sets H.T.	Set	225.42
13	Earthing Sets L.T.	Set	109.03
14	A.P. Wire 10 mm <sup>2</sup> T.C 1100 V Grade	Coil	1473.22
15	10 mm <sup>2</sup> T.C 1100 V Grade	Coil	704.31
16	2.5 mm <sup>2</sup> T.C 1100 V Grade	Coil	435.94
17	1.5 mm <sup>2</sup> T.C 1100 V Grade	Coil	379.76
18	L.T. PVC armoured cable 3 1/2 C 50 sq.mm.	RMT	145.82
19	L.T. PVC Armoured cable 3 1/2 C 35 sq.mm.	RMT	109.34
20	L.T. PVC Armoured cable 4core 16sq.mm.	RMT	76.97
21	L.T. PVC armoured cable 2/C 16 Sq.mm	RMT	49.94
22	L.T. XLPE cable 3.5 Core 300 mm <sup>2</sup>	RMT	475.38
23	L.T. XLPE cable 3.5 Core 240 mm <sup>2</sup>	RMT	394.92
24	L.T. XLPE Armoured cable 185 sq.mm.	RMT	312.27
25	L.T. XLPE Armoured cable 120 sq.mm.	RMT	210.87
26	L.T. XLPE Armoured cable 70 sq.mm.	RMT	146.25
27	L.T. Aerial bunched cable (3x120)	RMT	216.69
28	L.T. Aerial bunched cable (3x70)	RMT	139.85
29	L.T. Aerial bunched cable (3x50)	RMT	104.31
30	XLPE Cable 33 KV, 3 C / 300 mm sq.	RMT	1834.54
31	XLPE Cable 22 KV, 3 C / 300 mm sq.	RMT	1410.24
32	XLPE Cable 22 KV, 3 C / 240 mm sq.	RMT	1315.22
33	XLPE Cable 22 KV, 3 C / 95 mm sq.	RMT	809.45
34	XLPE Cable 11 KV 30 400 sq.mm.	RMT	1436.81

**Amranga Distribution Co. Ltd. M/S. C. Ltd.**



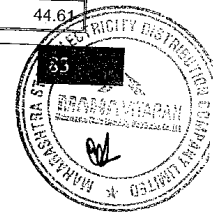
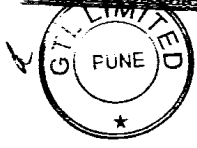
SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
35	XLPE Cable 11 KV, 3 C / 300 mm sq.	RMT	1165.62
36	XLPE Cable 11 KV, 3 C / 240 mm sq.	RMT	980.76
37	XLPE Cable 11 KV, 3 C / 185 mm sq.	RMT	855.56
38	XLPE Cable 11 KV, 3 C / 95 mm sq.	RMT	568.33
39	XLPE Cable 11 kV 3C 50 sq.mm.	RMT	441.00
40	XLPE Cable 11 kV 3C 35 sq.mm.	RMT	373.09
41	Armoured Copper control cable 7Cx2.5 sq.mm.	RMT	69.13
42	Armoured Copper control cable 2Cx2.5 sq.mm.	RMT	32.14
43	19 C X 2.5 sq mm Copper Cable	RMT	133.53
44	12 C X 2.5 sq mm Copper Cable	RMT	85.43
45	Un-Armoured Copper control cable 7Cx2.5 sq.mm.	RMT	46.25
46	4 C X 2.5 sq mm Copper Cable	RMT	28.34
47	2 C X 2.5 sq mm Copper Cable	RMT	14.69
48	L.T. PVC armoured cable 2/C 50 Sq.mm	KM	0.00
49	R.S. service connection pipe 25 mm dia	Mtr	0.00
50	R.S. service connection pipe 20 mm dia	Mtr.	0.00
51	GS-4 Pin Insulators (OD 840mm)	No.	400.08
<b>Group X</b>			
1	S.P. Static Meter 5-30 A with LCD display with Box	No.	715.47
2	S.P. Static Meter 5-30 A With LCD Display without Box	No.	603.98
3	S.P. Static Meter 10-60 A with LCD Display with Box	No.	942.83
4	T.P. Meter 10-40 A Static type with KWH & KVAMD	No.	1953.73
5	D.T. Co Metering Unit of 50/5A rating with electronic type meter, cabinet etc.	Set	20657.03
6	D.T. Co Metering Unit of 100/5A rating with electronic type meter, cabinet etc.	Set	20657.03
7	D.T. Operated Electronic Meter 50/5A with Communication Port RS-232.	No	2629.96
8	D.T. Operated Electronic Meter 100/5A with Communication Port RS-232.	No.	2629.96
9	H.T. Static Three Vector T.O.D. Meter	No	3264.80
10	L.T. D.T. Operated Meter Box [without CT & Meter]	No.	1612.57
11	L.T. Current Transformer. 600/5A	No.	193.00
12	L.T. Current Transformer. 300/5A	No.	193.00
13	L.T. Current Transformer. 200/5A	No.	160.20
14	L.T. Dist.Boxes 25/63 KVA with MCCB	No	15855.49
15	L.T. Dist.Boxes 25/63 KVA with KITKAT	No	12707.57
16	L.T. Dist.Boxes 100 KVA with MCCB	No	15855.49
17	L.T. Dist.Boxes 100 KVA with KITKAT	No	13286.97
18	L.T. Dist.Boxes 200 KVA with MCCB	No	26943.49
19	Common Meter Reading Instru. for Static Meters.	No	29500.00

**Marathwada State Electricity Distribution Co. Ltd. (MSEDCL) Ltd.**



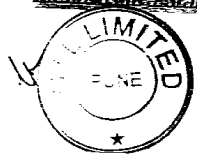
SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
20	Single Phase Distribution Box 15/25 KVA	No	2869.79
<b>Prices for Wedge Connectors</b>			
S.No.	Item	Size	Ex. Work Rate
1	Anti To Anti	50 SQ. MM	130.00
2	GNAT TO GNAT	25 SQ. MM	130.00
3	WEASEL TO WEASEL	0.03 SQ. INCH	130.00
4	WEASEL TO ANTI GNAT	0.03 SQ. INCH	
5	RABIT TO RABIT	0.05 SQ. Inch	130.00
6	RACCOON TO RACCOON	0.03 SQ. INCH	550.00
7	DOG TO DOG	0.15 SQ. INCH	700.00
8	PANTHER TO PANTHER	0.2 SQ. INCH	900.00
E.D.	Nil		
<b>ITEMS</b>			
1	ACSR Panther	Rmt	94.14
2	ACSR Dog	Rmt	41.47
3	ACSR Weasel	Rmt	12.98
4	AAO Anti	Rmt	17.25
5	AAO Gnat	Rmt	9.14
6	AAAC 34 mm <sup>2</sup>	Rmt	13.03
7	AAAC 55 mm <sup>2</sup>	Rmt	20.53
8	AAAC 100 mm <sup>2</sup>	Rmt	37.32
9	AAAC 232 mm <sup>2</sup>	Rmt	74.35
10	11KV A.B. Switch	Set	9087.68
11	22KV A.B. Switch	Set	14166.20
12	11KV H.G. Fuses	Set	1839.80
13	22KV H.G. Fuses	Set	4708.09
14	Strain Hardware for AAAC232 sq.mm.	Set	496.06
15	Strain Hardware for 0.2 ACSR	Set	472.68
16	Suspension Hardware for 0.2 ACSR	Set	245.68
17	Strain Hardware for Weasel/Squirrel	Set	150.88
18	Strain Hardware for Dog 0.1 or Equ. AAAC.	Set	291.83
19	SSN Hardware for 0.1 Dog or AAAC 100 Sq.mm	Set	185.27
20	G.I. Wire 8 SWG 6 SWG	Kg.	44.64

Electrical Distribution Co. Ltd. M/S. CIL Limited



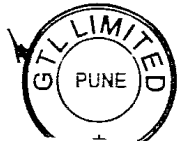
SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
21	G.I.Wire 8 SWG, 6 SWG	Kg	44.61
22	G.I.Wire 3.15mm (10 SWG)	Kg	44.61
23	G.I.Stay Wire 7/4mm(8 SWG)	Kg	46.73
24	G.I.Stay Wire 7/3.15mm(10SWG)	Kg	46.73
25	G.I.Barbed Wire 'A' type.	Kg	49.22
26	RSJ 118x100, 6 m long	No.	5290.73
27	RSJ 118x100, 8 m long	No.	7054.30
28	RSJ 118x100, 9 m long	No.	7936.09
29	RSJ 118x100, 10 m long	No.	8817.88
30	RSJ 118x100, 11 m long	No.	9699.67
31	RSJ 118x100, 12 m long	No.	10581.46
32	RSJ 118x100, 13 m long	No.	11463.24
33	RSJ 152x152, 6 m long	No.	8534.17
34	RSJ 152x152, 8 m long	No.	11378.90
35	RSJ 152x152, 9 m long	No.	12801.26
36	RSJ 152x152, 10 m long	No.	14223.62
37	RSJ 152x152, 11 m long	No.	15645.99
38	RSJ 152x152, 12 m long	No.	17068.35
39	RSJ 152x152, 13 m long	No.	18490.71
40	RSJ 125x70, 6 m long	No.	2935.73
41	RSJ 125x70, 8 m long	No.	3914.31
42	RSJ 125x70, 9 m long	No.	4403.60
43	RSJ 125x70, 10 m long	No.	4892.89
44	RSJ 125x70, 11 m long	No.	5382.17
45	RSJ 125x70, 12 m long	No.	5871.46
46	RSJ 125x70, 13 m long	No.	6360.75
47	RSJ 175x65, 6 m long	No.	5964.89
48	RSJ 175x65, 8 m long	No.	7953.19
49	RSJ 175x65, 9 m long	No.	8947.34
50	RSJ 175x65, 10 m long	No.	9941.49
51	RSJ 175x65, 11 m long	No.	10935.64
52	RSJ 175x65, 12 m long	No.	11929.79
53	RSJ 175x65, 13 m long	No.	12923.93
Group X:			
1	Dist. Trans. 22/0.43 kv ID 630 KVA	No	577549.14
2	Dist. Transformer 630 KVA, 22/0.43 kv	No	576800.37
3	Dist. Transformer 315 KVA, 22/0.43 kv	No	348479.96

State Electricity Distribution Co. Ltd. (M/S. SELCO Ltd.)



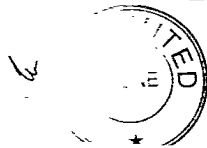
SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
4	Dist transformer 200kva,22/0.4kv(con)	No	313328.17
5	Dist transformer 100kva,22/0.4kv(con)	No	180949.59
6	Dist transformer 63kva,22/0.4kv(con)	No	146371.33
7	Dist Transformer 630 KVA, 11/0.43 kv	No	531002.07
8	Dist Trans: 11/0.433 kv-ID 315 KVA	No	330350.32
9	Dist Transformer 315 KVA, 11/0.43 kv	No	328677.10
10	Dist. Transformer 200 KVA, 11/0.43 kv	No	259736.53
11	Dist. Transformer 100 KVA, 11/0.43 kv	No	140472.73
12	Dist transformer 63kva,11/0.4kv(con)	No	112019.35
13	Dist Trans: 11.0.433 KV 200 KVA (AMDT)	No	283382.88
14	Dist Trans: 11.0.433 KV 100 KVA (AMDT)	No	144986.59
15	Dist Trans: 11.0.433 KV 63 KVA (AMDT)	No	117160.88
16	Dist Trans: 11.0.433 KV 25 KVA (AMDT) Single phase	No	58484.88
17	Dist Trans: 11.0.433 KV 15 KVA (AMDT) Single phase	No	42955.29
18	Dist Trans: 11.0.433 KV 25 KVA Single Phase	No	48472.95
19	Dist Trans: 11.0.433 KV 15 KVA Single Phase	No	36742.65
20	L.A.s 22KV (Gapless type) with disconnector	Set	3047.57
21	L.A.s 11 KV (Gapless type) with disconnector	Set	1708.17
22	Capacitor bank without Switchgear 11 KV 0.6 MVAR	Set	46340.83
23	Auto auto capacitor swithon 11 KV	No.	88649.07
24	Kr Ket fuses 415 V 200 A	No	214.23
25	Kr Ket fuses 415 V 100 A	No	119.55
26	Single pole MCB with encloser 32 A	No	91.85
27	Single pole MCB with encloser 20 A	No	91.85
28	Single pole MCB with encloser 10 A	No	99.67
29	22KV metering cubical with ratio 5/5A CTs & PTs but without meter	Set	106988.94
30	-do- with ratio 10/5A	Set	106988.94
31	-do- with ratio 25/5A	Set	106988.94
32	-do- with ratio 50/5A	Set	106988.94
33	11KV metering cubical with ratio 5/5A CTs & PTs but without meter	Set	73719.33
34	-do- with ratio 10/5A	Set	70959.99
35	-do- with ratio 25/5A	Set	68293.81
36	-do- with ratio 50/5A	Set	66056.90
37	-do- with ratio 100/5A	Set	65691.07
38	11 KV Extendable Ring Main unit	No	281929.97
39	11 KV Non Extendable Ring Main unit	No	271488.12
40	22 kv Non Extendable Ring Main unit	No	395981.08
41	Transformer Oil	KL	29799.77

ACRANGABAD DISTRIBUTION CO. LTD. M/S. GTL LTD.



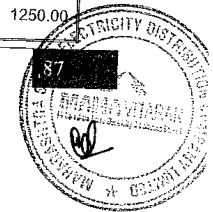
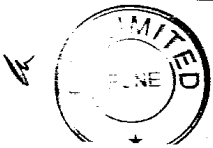
SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
	Cost of material		
1	Erection on material		0.1
2	Transportation on material		0.05
3	Insurance on material		0.01
4	Service Tax @ (10.3% On 1+2+3)		0.01648
5	Contingencies on material		0.03
6	T & P on material		0.015
7	Contractor supervision on charges on material		0.1
8	Contractor profit on Total Project Cost i.e. on Sub-Total-I		0.05
9	Contractors Financing on material		0.03
10	Price Escalation on Material Cost		0.05
11	H.O. supervision charges @ 1.5% (i.e. 15% of 10% on erection of material)		0.015
12	Interest during Construction Period (on total project)		0.025
<b>GROUP - XIII</b>			
1	11 KV isolators with EB (800 A)	Set	65708.17
2	11 KV isolators without EB (800 Amp.)	Set	58928.86
3	22 KV isolators with EB (800 A)	Set	65708.17
4	22 KV isolators without EB (800 Amp.)	Set	58928.86
5	33 KV isolators with EB (800 A)	Set	65708.17
6	33 KV isolators without EB (800 Amp.)	Set	58928.86
7	10 Distribution Board 'E' type	No.	21786.14
8	C&R panel for 33 KV for feeder breaker	Set	84269.65
9	C&R panel for 22 KV feeder breaker	Set	84269.65
10	C&R panel for 33 KV Transformer with 1 Amp. Relay	Set	57348.83
11	C&R panel for 22 KV Transformer with 1 A relay	Set	57348.83
12	33 KV VCB complete 1600 Amp (O.D.)	No.	248643.70
13	22 KV VCB complete 1600 Amp (O.D.)	No.	248643.70
14	C&R panel for 33 KV Transformer with Diff. Protection	Set	109599.99
15	C&R panel for 22 KV Transformer with Diff. Protection	Set	109599.99
16	11 kv. 250 MVA O.D Switchgears comprising of 1 Incomer and 3 single feeder with associated O.D panels, Isolators, C.T. & P.T. etc.	Set	1075961.75
17	11kv : D switchgear (2 L/c+1 B/c+8O/G)	Set	2571363.51
18	33 KV P.T.	No.	16237.75
19	22 KV P.T.	No.	16237.75
20	33 KV O.T. (400-250 1-1-1)	No.	20847.68
21	22 KV O.T. Three core.	No.	20847.68

Maharaja State Electricity Distribution Co. Ltd. Mys. City. Ind.



SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
23	30 V, 100 AH Lead Acid Battery sets	Sets	13892.01
24	Battery chargers suitable for above	No	18790.97
25	Battery set 30 Volt, 100 AH with Battery charger	Set	32682.98
26	33 KV Lightning Arrestors (Station type)	Set	9713.38
27	22 KV Lightning Arrestors (Station type)	set	9713.38
28	Power Transformer 33/11 KV, 5 MVA	No.	3506993.25
29	Power Transformer 33/11 KV, 10 MVA	No.	6387340.57
<b>Non CPA rates</b>			
Part I :			
	11 KV Lightning Arrestors (Station type)	set	8091.25
1	11 KV PT	No.	6486.27
2	11/ .433 KV 25 KVA Transformer	No	67500
3	11 KV V cross arm with clamp	No	430.57
4	22 KV V cross arm with clamp	No	610.61
5	33 KV V Cross Arms	No.	610.61
6	11 KV 250 MVA OD switchgear comprising of 2 incomer & 4 single feeders with associated OD panels, Isolators CT & PT etc	Set	1882933.07
7	11 KV 250 MVA O.D. Switch gear with one I/C+ one O/G	Set	537980.88
8	11 KV 250 MVA O.D. Switch gear with one I/C+ three O/G	Set	1075961.75
9	22 KV 500 MVA OD Switchgears comprising of 1 Incomer and 3 single feeder with associated OD panels, Isolators, C.T. & P.T. etc.	Set	2134499.28
10	11 KV 3 Phase, Residual voltage Transformer with terminal connectors.	No	23296
11			
12	11 KV 500 MVA OD switchgear comprising of one incomer, 3 O/G & 1 B/C with associated OD panels, Isolators, CT & PT etc.	Set	1168801.60
13	11 KV Caps. Bank 0.6 MVAR without switch	Set	42004.00
14	11 KV CT 400 - 200 / 5 - 5 Indoor	No	5000.00
15	11 KV CT 400 - 200 / 5 - 5 Outdoor	No	15000.00
	11 KV CT 400 - 200 / 5 - 5 Outdoor with Junction box	No	15000.00
16	11 KV CT 600 - 300 / 5 - 5 Indoor	No	5000.00
17	11 KV CT 600 - 300 / 5 - 5 Outdoor	No	15000.00
18	CT - 11 KV 400 - 200 - 100/ 5-5-5 A / 3 Core I/D	No	18000.00
19	11 KV Feeder Piler 2 Way	No	65000.00
20	11 KV Guarding angle with clamp	Kg	34.92
21	11 KV heat shrinkable indoor termination joint kit for 3 C X 185 sqmm	Kit	1250.00
22	11 KV heat shrinkable indoor termination joint kit for 3 C X 120 sqmm	Kit	1250.00

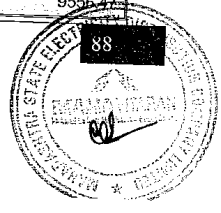
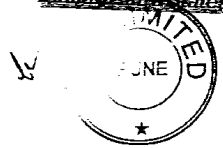
Aurangabad Distribution Co. Ltd. M/S. C.D. Ltd.



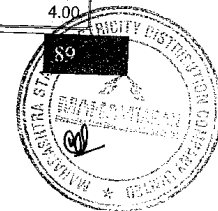
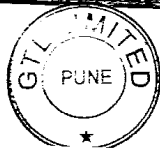


SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
23	11 KV heat shrinkable Indoor termination joint kit for 3 C X 240 sqmm	Kit	1285.00
24	11 KV heat shrinkable Indoor termination joint kit for 3 C X 300 sqmm	Kit	1350.00
25	11 KV heat shrinkable Indoor termination joint kit for 3 C X 95 sqmm	Kit	950.00
26	11 KV heat shrinkable Outdoor termination joint kit for 3 C X 185 sqmm	Kit	1550.00
27	11 KV heat shrinkable Outdoor termination joint kit for 3 C X 120 sqmm	Kit	1550.00
28	11 KV heat shrinkable Outdoor termination joint kit for 3 C X 240 sqmm	Kit	1650.00
29	11 KV heat shrinkable Outdoor termination joint kit for 3 C X 300 sqmm	Kit	1650.00
30	11 KV heat shrinkable Outdoor termination joint kit for 3 C X 95 sqmm	Kit	1185.00
31	11 KV heat shrinkable Straight through joint kit for 3 C X 185 sqmm	Kit	4100.00
32	11 KV heat shrinkable Straight through joint kit for 3 C X 120 sqmm	Kit	4100.00
33	11 KV heat shrinkable Straight through joint kit for 3 C X 240 sqmm	Kit	4300.00
34	11 KV heat shrinkable Straight through joint kit for 3 C X 300 sqmm	Kit	4300.00
35	11 KV heat shrinkable Straight through joint kit for 3 C X 95 sqmm	Kit	3400.00
36	11 KV Isolator with EB 400 A	Set	34944.00
37	11 KV Isolator without EB 400 A	Set	33000.00
38	11 KV Top wiring with clamp	No	68.00
39	11 KV VCB 400 A Indoor	No	325000.00
40	11 KV VCB 400 A Outdoor	No	165000.00
41	11 KV VCB 600 A Indoor	No	340000.00
41	11 KV VCB 600 A Outdoor	No	227136.00
	11 KV VCB 600 A Outdoor with Structure & CT mounting Bracket	No	227136.00
41	22 KV VCB complete 800 Amp (O.D.)	No	248643.70
44	11 KV, 3 Phase, 400 amps. Isolator with earth switch, Double blade complete with set of insulators and terminal connectors.	No	40000.00
44	11KV 250 MVA OD switchgear comprising of one incomer and 3 single feeders with associated o.d. panels	set	1347693.68
45	11 KV 250 MVA OD switchgear comprising of one incomer, 3 O/G & 1 B/C with associated OD panels, Isolators, CT & PT etc.	set	1344952.19
46	162x162 mm Cross Arm clamp	Pair	173.18
47	162x162 mm pole clamps	Pair	173.18
49	22 KV Heat shrink Indoor termination joint (AI) kit for XLPE 3 C X 240 sqmm	Kit	7335.00
50	22 KV Heat shrink Indoor termination joint (AI) kit for XLPE 3 C X 95 sqmm	Kit	7335.00
51	22 KV Heat shrink Outdoor termination joint (AI) kit for XLPE 3 C X 300 sqmm	Kit	11150.00
52	22 KV Lightning Arrestors (Screw type)	Set	9556.47

AYRANGARAD DISTRIBUTION FRANCHISE AGREEMENT

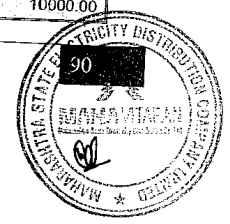
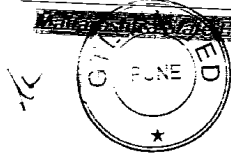


SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
53	22 KV Post insulator	Nos	750.00
54	22 KV Transformer CR Panel With 1 Amp relay	Set	67474.08
55	33 KV Heat shrink Indoor termination joint (AI) kit for XLPE 3 C X 300 sqmm	Kit	11500.00
56	33 KV Heat shrink Outdoor termination joint (AI) kit for XLPE 3 C X 300 sqmm	Kit	15470.00
57	33 KV Heat shrink Straight through joint (AI) kit for XLPE 3 C X 300 sqmm	Kit	30000.00
58	33 KV LA 9 KA	Set	13310.67
59	33 KV Post insulator	No	750.00
60	33 KV Top Fitting	No	257.48
61	22 KV Top Fitting	No	257.48
62	33 KV Transformer CR Panel With 1 Amp relay	Set	67474.08
63	33 KV Transformer CR Panel With Differential	Set	140960.70
64	9 KV, 10 KA, 1 Ph. Metal Oxide (Gapless) Lightning Arresters with terminal connectors.	Set	6989.00
65	AAAC 80 sqmm	Rmt	35.60
66	Aluminium Joining Sleeve for 100 Sq mm ACSR	No	100.00
67	Aluminium Joining Sleeve for 30 Sq mm ACSR	No	100.00
68	Aluminium Joining Sleeve for 55 Sq mm AAAC	No	100.00
69	Armoured Copper control cable 12C X 2.5 Sq mm	Mtr	139.90
70	Armoured Copper control cable 19C X 2.5 Sq mm	Mtr	214.20
71	Armoured Copper control cable 4C X 2.5 Sq mm	Mtr	156.94
72	Armoured Copper control cable 2Cx4 sq.mm.	RMT	51.43
73	Black aluminium paint	Ltr	37.00
74	C&R Panel for 11 KV Outgoing Feeder OD	No	84269.65
	C&R Panel for Capacitor Bank	No	57348.83
77	Capacitor Bank 11 KV 1.2 MVAR ( 200 KVAR x 6 ) Single Star connected with Internal fuses, Interconnected mounting Structure, Insulators & Other Accessories	Set	900000.00
78	Capacitor banks wit Switchgear 11 KV 3 MVAR	Set	1351000.00
79	Clamp for PT	No	1125.00
80	Clamp for CT	No	1125.00
81	Clamps for 33 KV V.C.B.	No	1610.00
82	Clamp for T.F Bushing special type with tinned copper and Al Palm	No	3222.70
83	Clamps for 120 x 116 mm. RSJ Pole Stay	Pair	116.00
84	Clamps for 152 x 152 mm. RSJ Pole Stay	Pair	173.00
85	Clamps for 33 KV C.T.	No	1125.00
86	Clamps for 33 KV Isolator	No	805.00
87	Clamps for 33 KV P.T.	No	1125.00
88	Coal	Kg.	4.00



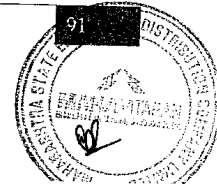
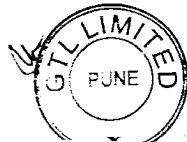
SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
88	Concreting ration 1:4:8	CMtr	2850.00
89	Concreting ration 1:3:6	CMtr	3344.00
90	Connectors for T/F Bushing	Nos.	3222.70
91	Control Panel complete with NDR, UV, OV & 2 O/C + 1 E/F and Time delay relay and accessories.	No	67474.08
92	CT 200 -109/ 5 - 5 Amp 11 KV 1 Ph. Oil filled Out Door Type with Terminal connections	No	14000.00
93	Outpoint channel - 11 KV	Pair	627.00
94	Outpoint channel - 33 / 22 KV	Pair	1015.00
95	Danger Board in yard.	No	40.00
96	DTC Metering Cabinet ( Box )	No	3500.00
97	Earthing Sets H.T of C.I. pipe 150 mm 3 mtr.	No.	5500.00
98	Earthing Replenishment for DTC	Set	10000.00
99	Electron Powder	Kg	7.00
100	Aluminium Bobbins for neutral	No.	27.00
101	Fire Extinguisher with stand	Set	4000.00
102	Furniture for S/Sm.	L.S.	5000.00
103	Flood lights with control gear box & 250w SV Lamp	No	2800.00
104	Foundation for 11 KV Isolators		2850.00
105	Foundation for 11 KV Isolators without EB		2850.00
106	Foundation for 11 KV Lightning Arrestor		2850.00
107	Foundation for 11 KV C.Ts		2850.00
108	Foundation for 11 KV P.Ts		2850.00
109	Foundation for 11 KV Breaker		2850.00
110	Foundation for Gantry Structures		2850.00
111	Foundation for 22 KV Isolators		2850.00
112	Foundation for 22 KV Isolators without EB		2850.00
113	Foundation for 22 KV Lightning Arrestor		2850.00
114	Foundation for 22 KV C.Ts		2850.00
115	Foundation for 22 KV Breaker		2850.00
116	Foundation for Gantry Structures		2850.00
117	Foundation for 33 KV Isolators with EB		2850.00
118	Foundation for 33 KV Isolators without EB		2850.00
119	Foundation for 33 KV Lightning Arrestor		2850.00
120	Foundation for 33 KV C.Ts		2850.00
121	Foundation for 33 KV P.Ts		2850.00
122	Foundation for 33 KV Breaker		2850.00
123	Foundation for Gantry Structures		2850.00
124	H.T Pole Foundation		2850.00
			10000.00

Aurangabad Electricity Distribution Co. Ltd. (M/S) CIL Ltd.

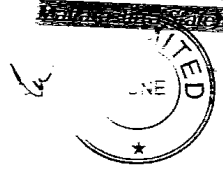


SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
125	G.I. Pipe 110 mm	Mtr	160.00
126	G.I.Nx Bolts	Kg	60.00
127	G.I.Nx Bolts Washer & Misc Material	L.S	1500.00
128	G.I Pipe 20 mm	Mtr	47.00
129	G.I Pipe 25 mm	Mtr	59.00
131	Grady Structures		45.00
132	Half round cement pipe ( 150mm X 1mtr)	No	78.00
133	Hot Dip Galvanised Elevating Structure for Capacitor Bank & RVT, Isolator, VCB etc.	Set	40000.00
134	Joining Sleeves for Conductor.	No	30.00
135	L Board with clamp	No	200.00
136	L.T. 2 Core Cable 2.5 sqmm Armoured	Mtr	63.25
137	L.T. 2 Core Cable 2.5 sqmm Un-armoured	Mtr	42.13
138	L.T. 2 Core Cable 4 sqmm Armoured	Mtr	70.00
139	L.T. 2 Core Cable 4 sqmm Un-armoured	Mtr	45.00
140	L.T. Feeder Pilar 4 Way	No	19500.00
141	L.T. Feeder Pilar 6 Way	No	25500.00
142	L.T. Four pin cross arm with clamp	No	440.00
143	L.T. V-1 Feeder Pilar	No	7500.00
144	L.T. P.C armoured cable 2/C 50 Sq.mm	mtr	95.53
145	L.T. Snaps Hardware	Pair	24.68
146	L.T. Slay Insulators [ Firm Price ]	No	4.63
147	L.T. Two pin cross arm with clamp	No	300.00
148	L.T. OTs ( Ring Type )	No	2000.00
149	LT Dist. Box 25 KVA With Kitkat	No	18772.60
150	LT Dist. Box 25 KVA With MCCB	No	20926.90
152	LT Feeder Pilar 2/3 Way	No	13500.00
153	LT Feeder Pilar 6 Way	No	25500.00
153	LT Feeder Pilar 8 Way	No	30000.00
154	LT XLPE Armoured Cable 3 1/2C X 120 Sq mm	Mtr	303.33
157	LT XLPE Armoured cable 4core 16sq.mm.	RMT	76.97
158	LT XLPE armoured cable 3 1/2 C 50 sq.mm.	RMT	145.82
159	M.S.Plat 50 x 6 mm	Kg	31.43
160	M.S.Plate 10 mm Thick Size 1' x 1'	Kg	34.92
161	Marshalling Box	No	4500.00
162	MS angle 50x50x6 mm	Kg	34.92
163	MS Channel 100x50x6 mm	Kg	34.92
164	M.S.Channel 75x40x6 mm	Kg	34.92
165	M.S. Ange 75 X 40 mm)	Kg	34.92

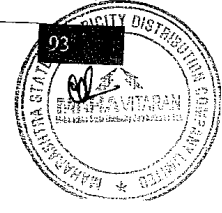
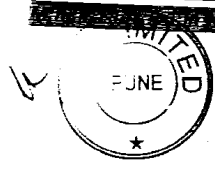
... .. M/S. GTL Limited



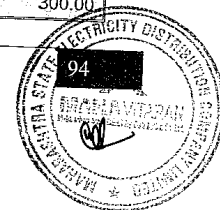
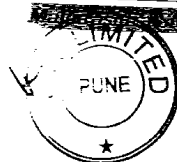
SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
166	M.S. Bars, 50 X 10mm	Kg	31.43
167	MS Flat 50 X 8 mm	Kg	31.43
168	MS Flat 75x10 mm	Kg	31.43
169	MS Flat 80x10 mm	Kg	31.43
170	Oil paint	Kg	250.00
171	Power Transformer 22/11 KV, 5 MVA (DY-11)	No	3600000.00
172	Power Transformer 22/11 KV, 10 MVA (DY-11)	No	6360000.00
173	Power Transformer 22/11 KV, 10 MVA (DZ-10)	No	7200000.00
174	Pin for station Transformer	Cmtr	3982.00
175	PSC Pole 8 Mtr (200 KG)	No	1487.00
176	PSC Pole 8 Mtr (140 KG)	No	1383.00
177	PSC Pole 9 Mtr (200 KG)	No	1803.00
178	R.C.C. Pipe 150 mm 2 M	No	435.00
179	R.C.C. Pipe 200 mm 2 M	No	435.00
180	RCC Ties (0.6 x 0.6) Mtrs.	No	78.00
181	RCC Ring work for earthing pits	No.	200.00
182	RCC half round pipe (1mtr)	No.	78.00
183	Red Oxide Paint for 2 coats	Ltr	46.00
184	Resistor 25 / 20 mm	No	1.00
185	Seal	Kg	3.00
186	Seal joints	Ltr	80.00
187	Seal joints	No	100.00
188	Stay Wire 7/10	Kg	45.00
189	Stay Wire 7/8	Kg	44.71
190	Steel - Angle, Channel, Column, Structure	Kg	34.92
191	Column type H3/4 Nos.)-496.0 kg.	MT	34914.50
192	Beam type HA/2 Nos.)-261.0 Kg.	MT	34914.50
193	Column type H3/6 (Nos.)-496.0 kg.	MT	34914.50
194	Beam type HA/4 Nos.)-261.0 Kg.	MT	34914.50
195	Steel - Flat	Kg	31.43
196	Strain Hardware for 30 Sq mm ACSR Conductor	Set	136.28
197	Strain Hardware for 55 Sq.mm AAAC	Set	146.73
198	Strain Hardware for 34 Sq.mm AAAC	Set	146.73
199	Strain Hardware for 80 Sq mm.	Set	248.89
200	Structure for 22 KV PT	Kg.	34.92
201	Structure for 22 KV CT	Kg.	34.92
202	Structure for 22 KV L.A.	Kg.	34.92
203	Structure for 22 KV H.G.	Kg.	34.92



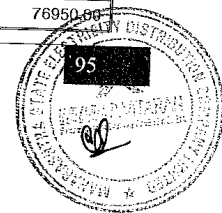
SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
204	Structure for 11 KV PT	Kg.	34.92
205	Structure for 11 KV CT	Kg.	34.92
206	Structure for 11 KV L.A.	Kg.	34.92
207	Structure for 11 KV H/G	Kg.	34.92
208	Structure for 33 KV LA + 11/22 KV LA (155 Kg X 2)	Kg.	34.92
209	Structure for Breaker and Capacitors	Kg.	34.92
210	Structure for 33 KV CT	Kg.	34.92
211	Structure for 33 KV L.A.	Kg.	34.92
212	Structure for 33 KV PT	Kg.	34.92
213	Structure for Power T/F Neutral Earthing	Kg.	34.92
214	Std Pole H.T. 100 x 116 mm RSJ Pole 11 Rmt.	No	9699.67
215	Sundries such as N.B, Washers, Welding etc.	L.S.	2500.00
216	Sundries e.g. Ferrulis, Glands, Lugs etc.	L.S.	2500.00
217	Sundries	L.S.	700.00
218	T-Connector for 100 sq mm conductor	No	700.00
219	T-Connector for 200 sq mm conductor(Compression type)	No	3200.00
220	Tubular pole 9 Mtr. Long 88.9C, 137.7 mm	No	3200.00
221	Wedge Connector for ANT to ANT conductor	No	150.00
222	Wedge Connector for GANT to GANT conductor	No	150.00
223	Wedge Connector for Weasel to Weasel conductor	No	225.00
224	XLPE Cable 22 KV 30 50 sq.mm.	Rmt	850.00
225	Breaker Clamps	Nos.	1611.35
226	Clamps for isolator	Nos.	806.60
227	Clamps for OTs	Nos.	1126.65
228	Cable Glands, rerules and tape etc.	L.S.	500.00
229	Angle for fixing trays 50x50x6mm	Kg.	34.92
230	M.S.Flat 25x6 mm	Kg.	31.43
231	Hiring of Welding machine	Nos.	200.00
232	Brick & Masonary works for earthing pit	Nos.	1302.00
235	Control Cable 2/4 sq.mm.	Rmt.	70.00
237	Painting hardware & support with numbering of pole	L.S.	200.00
238	Painting of Supports & fabricated materials	L.S.	140.00
239	ACSR 50 mm <sup>2</sup> (Raccoon)/AAAC equivalent	Rmt.	50.00
240	LT Shackle Insulator	No.	5.50
241	Joining Sleeves for AAC	No.	30.00
242	Backfilling of supports with Boulders.	No.	36.00
243	22 KV st. through joints for 3 C / 240 mm sq.	No.	13500.00
244	Misc. (Bricks, sand, termination kit and etc.)	L.S.	22000.00



SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
245	22 Kv st. through joints for 3 C / 300 mm sq.	No.	14040.00
246	Suspension Hardware for 55 sq.mm Condr.	No.	150.00
247	11 KV R.V.I.	No.	23296.00
	11 KV, Single phase, outdoor NCT	No.	25000.00
	22 kv, Single phase, outdoor NCT	No.	30000.00
248	Tension Hardware for 100 sq.mm Conductor.	No.	291.83
249	Tension Hardware for 200 sq.mm Conductor.	No.	472.68
250	ACSR 80 sqmm	Rmt	50.00
251	11 KV Ring main unit with Vaccum /SF6 /Air break switch & two isolators for 200 sqmm.	Set	281929.97
252	Strain Hardware for 0.2 ACSR for twin conductor	Nos.	538.72
253	PVC pipe 110 mm dia 4Kg/sqcm pressure	Rmt	80.00
255	Misc	LS	400.00
256	Replacement of Control Panel 22 KV	Set	67474.08
259	Re-earthing	No.	62940
260	11 KV Armulator Panel	No.	5000
261	11 KV Feeder pillar 22 KV	No.	68000
262	3 way feeder pillar with ACB	No.	83000
262	3 way feeder pillar with ACB	No.	69000
263	Earthing with 3" pipe	No.	205.499
264	Earthing with 3" pipe	No.	1200
265	Civ Works 20 Sq. Mtr	LS	250000
266	Civ Works - Foundation Structure for Feeder Pillar, RMU & Transformer	LS	21000
268	Dist. Transformer 995 KVA, 11/0.4 kv	LS	935000.00
269	Road resurfacing charges	Rmt	875.00
270	XLPE Armoured cable 4core 16sq.mm.	Rmt	76.97
271	LT Feeder pillar 4 way	No.	19500.00
272	11 KV Isolators with EB (400 A)	No.	34944.00
273	LT XLPE Amoured 2C 16 Sqmm cable	Rmt	49.94
274	Foundation for RMU	LS	15000.00
280	11KV 1 D switchgear (1 B/c+1 B/c+40/G)	Set	1402561.92
281	Earthing HDG Flat 75 X 10 mm	kg.	41.43
282	Earthing HDG Flat 50 X 6 mm	kg.	41.43
283	G.I. Plates 2' X 2'	No.	200.00
284	C.I. Pipes 4" dia 3 Metre Long	No.	5860.00
285	Misc. for XLPE U G Cable	LS	900.00
286	Misc. ( R.O.C Thes.H.R.Pipe,sand,termination kit and etc.)	L.S.	142000.00
287	Earthing materials	L.S.	300.00

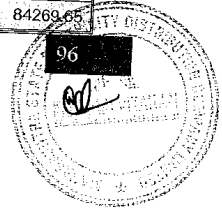
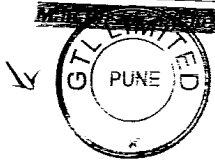


SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
1	11 KV 250 MVA Indoor Switch Gears comprising of 2 Incomer and 6 Single Feeder & Bus Coupler with associated C.R Panels, V.C.B. for Incoming & Bus Coupler Feeder	Set	2420913.95
2	1001-1 A. 11KV CT	Nos.	13978.00
3	11 KV D. C set	Set	3580.00
4	11 KV 250 MVA OD Single Feeder with Panel , Isolator CT etc	Set	363558.00
5	11 KV Feeder Pillar 4 Way	No.	65000.00
7	11 KV OD type VCB with directional relay with Bus coupler complete	Set	538968.00
8	11 KV VCB With C.T.; P.T& Panel Indoor	Set	272382.40
9	11KV HT O.S.F.	Nos	87000.00
10	180 KVAR, 11 KV Series Reactor	Set	465920.00
12	2.5 / 5 KV Megger (Manual)	No.	22500.00
13	22 KV OD for 240 Sqmm cable (End Termination Joint)	Nos	11150.00
20	22 KV Post Insulator	Nos	750.00
21	22 KV Ring Main Unit	No.	350000.00
22	22 KV sp through joints for 3 C / 95 mm sq.	No	10800.00
23	22 KV Sp TH Joints for 240 Sqmm cable	Nos	22000.00
24	22 KV Termination joint (OD) for 3 C / 95 mm sq.	No.	6601.00
26	3600 KVAR, HT Capacitor Bank, 22 KV	Set	369009.00
27	500 V Megger	No.	1500.00
28	ACB 600 Amp	No.	25375.00
29	Air Circuit Breaker 400 Amp	No.	24375.00
30	All Lugs (Assorted)	Nos.	20.00
31	Aluminium ladder (Adjustable)	No.	1250.00
32	Aluminium Paint for 1 coat	Ltrs	80.00
33	Anti Climbing Devices	No.	39.00
34	Berriquel Clay	Kg.	10.00
35	Binding Tape	Kg	36.00
36	Binding Wire	Kg	60.00
38	Capacitance meter	Nos.	4500.00
39	Capacitor Cell 84 KVAR	Nos.	7500.00
	1.2 MVAR, 11 KV Capacitor Bank		139650.00
	3.0 MVAR, 11 KV Capacitor Bank		294500.00
	2.4 MVAR, 11 KV Capacitor Bank		237500.00
	Structure for Series Reactor( 1 Set = 3 Nos)	L.S.	23750.00
	0.48 KVAR, 11 kv, 1 Ph. Al wound series reactor(1Set=6Nos.)	Set	76950.00

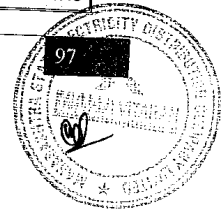
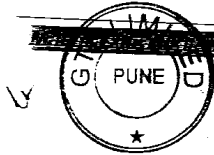




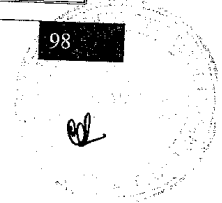
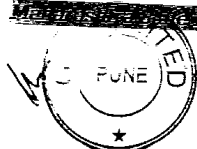
SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
	0.5668 KVAr, 11 kv, 1 Ph, Al wound series reactor(1Set=6Nos.)	Set	94050.00
	2.42 KVA, 11 Kv, 1 Ph, Al wound series reactor	Set	89423.08
	1.93 KVA, 11 kv, 1 Ph, Al wound series reactor	Set	54807.69
	1.21 KVA, 11 kv, 1 Ph, Al wound series reactor(1Set=6Nos.)	Set	139650.00
	72.6 KVA, 11 KV series reactor(1 Set = 3 Nos)	Set	287650.00
	1.2 MVAR, 22 KV Capacitor Bank		208950.00
	3.0 MVAR, 22 KV Capacitor Bank		384750.00
	2.4 MVAR, 22 KV Capacitor Bank		286900.00
	Structure for Series Reactor(1 Set = 3 Nos) 22 kv	L.S.	48450.00
	0.48 KVA, 22 kv, 1 Ph, Al wound series reactor(1Set=6Nos.)	Set	87400.00
	0.97 KVA, 22 kv, 1 Ph, Al wound series reactor(1Set=6Nos.)	Set	114000.00
	1.82 KVA, 22 kv, 1 Ph, Al wound series reactor(1Set=6Nos.)	Set	136800.00
	79.2 KVA, 22 KV series reactor(1 Set = 3 Nos)	Set	413250.00
	2 C X 4 sq mm Copper Cable	Rmt	78.00
	4 C X 4 sq mm Copper Cable	Rmt	119.00
	Structure for Capacitor & Isolators	Kg	34.92
	22 KV C.T. Two core with Junction Box	No.	20847.68
	Structure for Capacitor, isolators, LA, CT & NCT	Kg	34.92
	Earthing material including MS Earth flat, Earth Electrodes etc for 22 kv Bank	LS	24000.00
	Earthing material including MS Earth flat, Earth Electrodes etc for 11 kv Bank	LS	22000.00
	Control cable of Assorted sizes indicated in tech. specs of required length for 22 kv	LS	66000.00
	ACSR Conductor as per Tech. specs for 22 kv	LS	10000.00
	Control cable of Assorted sizes indicated in tech. specs of required length for 11 kv	LS	60000.00
	ACSR Conductor as per Tech. specs for 11 kv	LS	5000.00
	11 kv, 110/190 V Residual voltage transformer		23296.00
	22 KV VCB complete 800 Amp (O.D.) with structure	No.	248643.70
40	C&R panel for capacitor Bank	Set	84269.65
41	11 KV Lightning Arrestors (Discharge Class III)	Set	9713.38
42	22 KV Lightning Arrestors (Discharge Class III)	set	9713.38
43	Clamps for 22 KV VCB	No	1610.00
44	Clamps for 22 KV C.T.	No	1125.00
45	Clamps for 22 KV Isolator	No	805.00
46	Clamps for 22 KV P.T.	No	1125.00
47	Connectors for T.F Bushing	Nos.	3222.70
48	DR Panel for 11 KV Capacitor bank with relay	set	84269.65
49	Control C&R Panel 22 KV for feeder with accessories.	Nos	84269.65
50	DR Panel for 33/22 KV line breaker with 1/5A relay	Set	84269.65



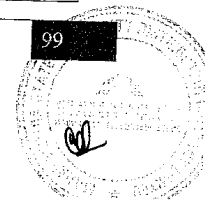
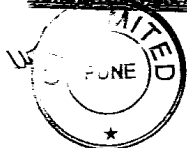
SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
52	Crimping of jumpers at cut points	No.	1200.00
53	CT 100A A LT (Ring Type)	Nos.	2000.00
54	CT 200A A LT (Ring Type)	Nos.	2000.00
55	CT 200-100/1-A, 33 KV	Nos.	20000.00
56	CT 200-100/1-A, 22 KV	Nos.	20000.00
59	CT 50A A LT (Ring Type)	Nos.	2000.00
60	Discharge rod for 33 KV	Set	500.00
61	Digital Multi meter (10 Amp)	No.	1600.00
62	Digital Tong tester (1600 Amp., 600 V) With associated accessories.	No.	2450.00
63	Discharge rod for 11 KV	Set	500.00
64	Discharge rod for 22 KV	Set	500.00
65	DTC Metering with Box, single core L.T. XLPE cable (16 sq.mm., 120 mtr length) and other allied material.	LS	9812.40
	DTC Metering with Box, single core L.T. XLPE cable (35 sq.mm., 120 mtr length) and other allied material.	LS	11306.40
	DTC Metering with Box, single core L.T. XLPE cable (70 sq.mm., 120 mtr length) and other allied material.	LS	13735.20
	DTC Metering with Box, single core L.T. XLPE cable (185 sq.mm., 200 mtr length) and other allied material.	LS	21268.80
	DTC Metering with Box, single core L.T. XLPE cable (300 sq.mm., 280 mtr length) and other allied material.	LS	28282.80
	DTC Metering with Box, single core L.T. XLPE cable (300 sq.mm., 320 mtr length) and other allied material for 630 KVA	LS	51265.60
	DTC Metering with Box, single core L.T. XLPE cable (300 sq.mm., 320 mtr length) and other allied material for 995 KVA	LS	72648.40
66	Earth tester 200 Amp. 2000 Ohm	Nos.	8000.00
67	Earthing Sets H.T with clamp	Set	5860.00
68	Emergency Artificial respiration kit	Set	1500.00
69	G.I Structure for 22 KV H/G.	Kg.	44.92
70	G.I Angles (50X50X6mm) for cable tray	Kg.	44.92
71	G.I Flat 50x10 mm	Kg.	41.43
72	G.I Flat 75x10 mm	Kg.	41.43
73	G.I Structure for 22 KV PT	Kg.	41.43
74	G.I Pipe 200 mm	Mtr.	186.93
75	G.I Flat 50 x 6 mm	Kg.	41.43
76	G.I Angle 50x50x6mm	Kg.	44.92
77	G.I Angle 75x40 mm	Kg.	44.92
78	G.I Channel 100x50x6mm	Kg.	44.92
79	G.I Channel 75x40x6mm	Kg.	44.92
80	G.I Strip (25 X 3 mm)	Kg.	41.43



SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
82	Hard Gloves	Pairs	650.00
83	HT Cable Joint Chamber (Civil)	Nos	1000.00
84	Joining Sleeves compression type, 80 sqmm	Nos	425.00
85	L.T. PVC Cable 3.5 x 240 sq. mm / XLPE	Rmt	496.77
86	L.T. PVC Cable 3.5 x 300 sq. mm / XLPE	Rmt	609.65
87	LT.Disl.Boxes 200 KVA with KitKat	No.	24374.97
88	LT. Feeder Pole 6 Way With ACB	No	69000.00
89	LT. joining kits for 120 Sqmm	No	500.00
90	LT joining kits for 185 Sqmm	No	720.00
91	LT. joining kits for 95 Sqmm	No	450.00
92	LT. joining kits for 70 Sqmm	No	400.00
93	LT XLPE Armoured Cable 3 1/2" X 95 Sq mm	Rmt	178.56
94	Earthing Set LT	Nos	148.72
95	LT Fixed Capacitor 18 KVAR	Nos.	5400.00
96	LT Fixed Capacitor 9 KVAR	Nos.	2700.00
97	LT Spacers	Nos.	80.00
98	LT Strough joints for 185 sqmm	No.	720.00
99	LT Strough joints for 240 sqmm	No.	1045.00
100	LT Strough joints for 300 sqmm	Nos	1045.00
101	Non Magnetic stainless steel nut/bolt with plain washer	Kg	90.00
102	Ball Type Clamp (Compression Type)	Nos.	805.86
103	PG Clamp	Nos.	23.00
104	PVC Pipe 110 mm Dia 4 Kg/sqmm	Mtr.	80.00
105	RCC Ring work for earthing pits	No.	200.00
106	Red Bricks	No.	2.00
107	Rubberised oil corksheets 5mm	Nos.	336.00
108	Rubberised oil corksheets 8mm	Nos.	620.00
109	Sand	Cum	174.00
110	Special type lugs for 100 sqmm	Nos.	450.00
111	T Connectors suitable for 200 sqmm twin conductor	Nos.	750.00
112	Tool box with ratchet spanner, flat spanners, box spanner, plier, screwdriver, hammer, hacksaw with blades, chisel, files (Standard make)	No.	3000.00
113	Cable Trays 2.5 Mtr. X 5" W	Nos.	250.00
114	Working Rods	Nos.	2.00
115	30 Volt Non directional type Electronic Static relay Numeric Relay	Nos.	18500.00
116			
117			
118			
119			
120			
121	Distribution TF 22.5 KV 25 KVA O/D	No.	94000.00

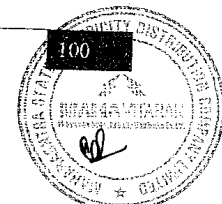
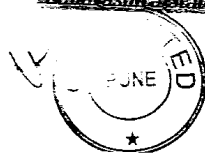


SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
4	GI Pipe 20 mm.	No.	12.00
5	GI Coupling 20 mm.	No.	5.00
6	Guard Loops 5 wire	Kg	41.45
7	Kit Kat fuse 250 V 15 A	No.	25.00
8	Power transformer 33/22 KV 5 MVA	No.	2693677.88
9	Power transformer 33/22 KV 10 MVA	No.	5145334.45
10	SLD Board 11 KV side	No.	500.00
11	SLD Board 22 KV side	No.	500.00
12	Sub-station Board (Name) with angle stand	No.	3000.00
13	Battery Accessories such as hydrometer, cell tester, Acid can, distilled water can, hand gloves etc.	Set	750.00
14	2 nos 5W CFL lamps with one suitable inverter ( DC to AC)	Set	500.00
15	2 Cell torch	No.	45.00
16	3 Cell torch	No.	65.00
17	Name plate painting for all equipments	L.S.	500.00
	Safety items as per the requirement of electrical inspector as under	L.S.	7500.00
	a) First Aid Box		
	b) Shock treatment chart		
	c) Rubber mat 8 mm thick		
	d) 4 Fire buckets with sand & M.S. Hooks / stand		
	e) helmet		
	f) hand gloves		
	g) 2 Nos. Fire extinguisher		
18	Land development	L.S.	223368.00
20	Control room "C" type	L.S.	1245836.16
21	Store room 8X6 m.	L.S.	327072.00
22	Sanitary Water supply	L.S.	103200.00
23	Electrification	L.S.	110400.00
24	Approach Road	L.S.	360019.20
25	Chain-link and G.I. Barbed Wire 'A' type, fencing	L.S.	622393.92
26	Metal spreading	L.S.	49737.60
27	Foundations for structures and equipments (for 1 W/bay)	L.S.	655390.08
	Providing survey & contouring, investigation of soil	L.S.	4800.00
	Design of foundation of equipments, Transformer plinth, Control room building (Departmental)	L.S.	4800.00
	water supply arrangement to earth pits in switch yard	L.S.	37396.80
	water supply arrangement from borewell to overhead tank on control room	L.S.	108480.00
	construction of Cable trenches including providing C.C. covers in switch yard	L.S.	226612.80



SR.	NAME OF MATERIAL	UNIT	RATE IN RS.
	Construction of retaining wall	L.S.	199929.60
28	Foundations for structures and equipments for switching station	L.S.	570096.00
29	Foundations for structures and equipments (for 2 UF bays)	L.S.	1310780.16
30	33 kV 1000 MVA 1600 Amp. IN Door Type VCB	No.	1200000.00
31	22 kV 1000 MVA 1600 Amp. IN Door Type VCB	No.	1200000.00
32	22 kV SF6 Isolator.	No.	400000.00
33	0.2 ACSR Loop Connector	No.	768.00
34	Transformer Clamps	No.	675.00
35	33 kv guarding channel MS100x50	Kg.	34.92
36	22 kv guarding channel MS100x50	Kg.	34.92
37	11 kv guarding channel MS 75x40.	Kg.	34.92
38	11 kV heat shrinkable Straight through joint kit for 3 C X 50 sqmm	Kg.	3400.00
39	11 kV heat shrinkable Outdoor termination joint kit for 3 C X 50 sqmm	Kg.	1185.00
40	OT-33KV/200-100.1-1-1A/3Core	No.	20000.00
41	22 kV Heat shnk Straight through joint (AI) kit for XLPE 3 C X 300 sqmm	Kit	22000.00
42	22 kV Heat shnk indoor termination joint (AI) kit for XLPE 3 C X 300 sqmm	Kit	7335.00
43	Stainless steel neutral earth resistor for 10 MVA 22/11 kV DZ-10 Power Transformer	No.	30000.00
44	Supplies such as OT, Work, Foundation Earthing glands etc.	L.S.	10000.00
45	Erection of 25 nos of towers in place of old rusted towers with pile foundation and bays and reconductoring with 0.2 ACSR conductor this includes the cost of wire materials	No.	376800.00
46	Supplies Nuts Bolts Binding Tapes wire etc.	LS	15000.00
47	Ring Main Unit SF - 6 Type (3 Isolators + 1 Breaker)	Set	360000.00
48	Foundation Structure for RMU for Cable Entry Etc.	No.	16000.00
49	Earthing to equipment with Salt, Coke, earthing strip Etc.	No.	10000.00
50	Supplies such as N.B. Washers, Welding etc.	kg	2500.00
51	Ring Main Unit SF - 6 Type (2 Isolators + 2 Breaker)	Set	400000.00
52	Single Core 11 KV 300 sq mm XLPE Cable	Mtr.	964.83
53	11 KV Neutral OT Outdoor type with Relay	No.	31680.00
54	OT Structure	L.S.	5000.00
55	Ring Main Unit SF - 6 Type (3 Isolators + 2 Breaker) 22 kV	Set	480000.00

Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL) Ltd.

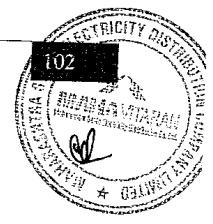
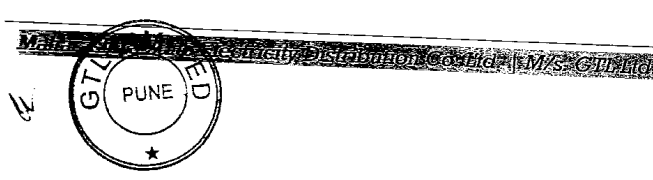


**ANNEXURE-3 : DEPRECIATION RATES FOR DISTRIBUTION ASSETS**

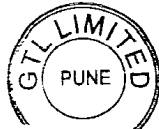
Description of Asset	Depreciation Rate on Straight Line Method (%)
A. Land owned under Full Title	-
B. Land held under Lease	-
a) for investment in the land	-
b) for cost of clearing site	-
Assets purchased	-
A) Plant and machinery in generating stations included plant foundations:-	-
i) Hydro-electric	3.4
ii) Steam electric & NHRS waste heat recovery boilers plants.	7.84
iii) Diesel - electric & gas plant.	8.24
B) Cooling towers and circulating water systems.	7.84
C) Hydraulic works forming part of hydro-electric item including	
i) Dams, spillways, weirs, canals, reinforced concrete, flumes & siphons.	1.95
ii) Reinforced concrete pipelines and surge tanks steel pipelines sluice gates, steel surge (tanks) hydraulic control valves and other hydraulic works	3.4
D) Building & civil Engineering works of permanent character, not mentioned above:	
i) Offices & showrooms	3.02
ii) Containing thermo electric generating plant	7.84
iii) Containing hydroelectric generating plant	3.4
iv) Temporary erection such as wooden structures.	33.4
v) Roads other than kutcha roads	3.02
vi) Others	3.02
E) Transformers transformer (kiosk) substation equipment and other fixed apparatus (including plant foundations)	
i) Transformers (including foundations) having a rating of 100 kilo volt amperes and over	7.84
ii) Others	7.84
G) Switchgear including cable connections.	7.84
Lighting arrestors;	7.84
i) Station type	7.84
ii) Pole type	12.77
iii) Synchronous condenser	5.27

Description of Asset	Depreciation Rate on Straight Line Method (%)
<b>H) Batteries</b>	33.4
i) Underground cable including joint boxes and disconnected boxes.	5.27
ii) Cable duct systems	3.02
<b>I) overhead lines including supports:</b>	
i) Lines on fabricated steel operating at nominal voltage higher than 66kv	5.27
ii) Lines on steel supports operating at nominal voltage higher than 13.2 kilo volts but not exceeding 66 kilo volts	7.84
iii) Lines on steel or reinforced concrete supports.	7.84
iv) Lines on treated wood supports.	7.84
<b>J) Meters</b>	12.77
<b>K) Self propelled vehicles</b>	33.4
<b>L) Air conditioning plants;</b>	
i) Static	12.77
ii) Portable	33.4
<b>M) i) Office furniture and fittings</b>	12.77
ii) Office equipments	12.77
iii) Internal wiring including fittings and apparatus	12.77
iv) Street light fittings.	12.77
<b>N) Apparatus let on hire:</b>	
i) Other than motors	33.4
ii) Motors	12.77
<b>O) Communication equipment;</b>	
i) Radio and high frequency carrier system	12.77
ii) Telephone lines and telephones	12.77

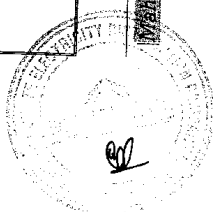
Under the Straight Line Method of Depreciation, a fixed charge is expensed every year, equivalent to the percentages given in this Annexure, against the gross book value of the respective asset.



**ANNEXURE-4 : METHODOLOGY FOR ENERGY AUDIT**



Sr. No.	Column Name	Description	Source of data	Remarks
1	Dist.	Energy sent to O&M division from EHV substations on 33kV, 22kV, 11kV feeders as applicable	Joint Meter Readings by MSEDCI and the Distribution Franchisee	
2	EHV Consumers	Energy sent to EHV Consumers under O&M division from EHV feeders	Substation wise import/ export energy transactions of concerned EHV substations from SE (EHV O&M)	
3	Other input at distribution level	Energy input other than non-EHV source like CPPs, IPPs, NCE generation sources, small hydro etc.	Distribution Franchisee	
4	Cross-over, if applicable	Energy exchange between adjacent circles/divisions	Distribution Franchisee	Only mutually agreed transactions considered. Every import must have corresponding export and vice-versa.
5	Sum of 1 to 4			
6	HT	Energy Sales to High Tension Consumers	Distribution Franchisee	
7	LT	Energy Sales to Low Tension Consumers	Distribution Franchisee	
8	Metered LT-AG apporportioned unit	Apporportioned energy sales to low tension AG Consumers	Distribution franchisee	Due to quarterly billing cycle metered Ag sales appears in billing data once in three months at the end of every quarter. To avoid this uneven appearance this sale is apporportioned to remove fluctuation in total sales and

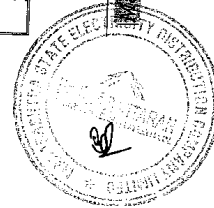
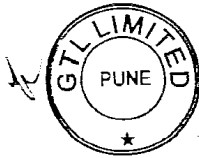




AURANGABAD DISTRIBUTION FRANCHISE AGREEMENT

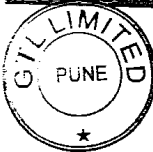
DF-2/ 2009-10

	9	Credit Billing	Credit units not appearing in FT below at (6) above to HP Consumers	Distribution Franchisee	Unmetered
	10	Other Billing	Miscellaneous metered billing not appearing in (6) to (9) above	Distribution Franchisee	Energy
	11	Total Metered Energy	Sum 6 to 10		
	12	Percentage of Metered Billing w.r.t. Input Energy	11 divided by 5 multiplied by 100		
	13	LT-AG Load in HP as on ---	Connected Load of Un-metered Ag consumers in HP for the Franchise Area as on end of latest quarter	Distribution Franchisee	
	14	KWh/ HP/ Month	Index derived from metered LT agriculture consumption for the zone	Distribution Franchisee	
	15	Consumption	Multiplication of 13 & 14		
	16	Other	Other Miscellaneous billing not appearing in 14-15	Distribution Franchisee	
	17	Total Un-metered Energy	Sum of 15 and 16		
	18	% Un-metered energy w.r.t. Input Energy	(17 divided by 5) multiplied by 100		
Total Energy Sales	19		Sum of 11 and 17		
Loss	20		5 less 19		
Loss in percentage	21		(20 divided by 5) multiplied by 100		

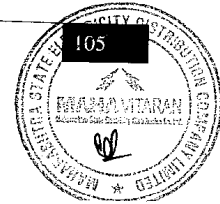


**ANNEXURE-5 : MINIMUM LEVEL OF INVENTORY**

Sr. No.	Material Description	Unit	Quantity
1	Distribution Transformer 11/0.4 kV of various capacities	Nos	25
2	XLPE Cables		
2(a)	11 kV XLPE Cable of appropriate sizes	Km	1
2(b)	33 kV XLPE Cable of appropriate sizes	Km	1
3	LT PVC armoured Cable	Km	2
4	Conductor	Km	10
5	RSJ Poles		
5.1	RSJ for HT of various sizes	Nos	50
5.2	RSJ for LT of various sizes	Nos	50
6	Hardware Set suitable for Conductor	Set	200
7	HRC Fuse base of various capacities	Nos.	500
8	Aluminium Lugs of various sizes	Nos.	2000
9	End termination kits		
9(a)	11 kV End termination kits suitable for various sizes	Sets	24
9(b)	33 kV End termination kits suitable for various sizes	Sets	16
10	Meters		
10(a)	Single phase electronic meters	Nos.	5000
10(b)	Three phase meters	Nos.	2000
11	Current Transformers 11kV of suitable capacity.	Nos.	75
12	Potential Transformers 11kV/ 110 V	Nos.	12
13	Current Transformers 33 kV of suitable capacity	Nos	8
14	Potential Transformers 33 kV/ 110 V	Nos.	8



~~105~~ Aurangabad Distribution Co. Ltd. M/s. GILL Ltd.



**ANNEXURE-6: SPECIFICATIONS OF CONSUMER SERVICE CENTRE**

The Consumer Service Centre (CSC) is an initiative for providing information and service to the consumers. The CSC shall act as an interface between the customer and the Distribution Franchisee operations in the entire customer facing process. The services to be rendered by the CSC shall be as below:

- Connection services – relates to customer acquisition including temporary connection, load change, category change, name/ address change and closure of connection
- Billing- duplicate bill generation and billing related compliant handling
- Collection Management- collection facilitation
- Recording and redressal of supply related complaints
- Help desk

The CSC shall be in the shape of physical infrastructure and shall be manned by persons of the Distribution Franchisee.

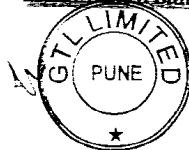
The channels of interface at the CSC shall be as under:

**1) Help desk services**

User self-use kiosks (optional) – Touch screen kiosks to be kept at the sub divisional offices, which will guide the customer through graphical user interface. These kiosks shall also act as collection boxes, which will help in collecting the payment of the electricity bills and issue a receipt once the cheque/ cash is received.

Notice Boards disseminating information regarding:

- Power outages schedule;
- Standards of Performance;
- Emergency numbers in case of accidents;
- General information regarding saving of power;
- Contact numbers of concerned officials;
- Performance graphs.



**2) Operations of the CSC**

*New Connection process*

The CSC agent shall explain to the Customer, the details of filling up of the forms and shall also inform the customer about the required documents, fees and other charges. The CSC agent shall check the adequacy of the form and document and shall issue a receipt to the consumer. The form shall be promptly forwarded for further action to connect the customer.

*Duplicate Bill*

The CSC shall issue a duplicate bill to the customer upon payment of a nominal fee.

*Collection of Payments*

The CSC shall be equipped to handle collection of bills from the consumers. The CSC shall collect the payment against bills and issue a prompt receipt to the consumer.

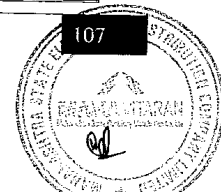
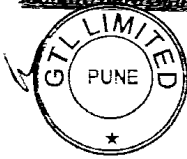
*Complaint Handling*

The CSC shall register the commercial and supply related complaints of consumers and issue a complaint number to the customer. The complaints so registered shall be promptly forwarded for taking necessary action for redressal.

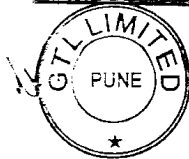
**ILLUSTRATIVE LIST OF THE COMPLAINTS/ SERVICES TO BE HANDLED BY THE CSC**

Sr. No.	Service Segment	Service Details
1	New Connection Related	Request for application form
		Query on time taken for new connections
		Security Deposit queries
		Application status
		Expected Date of meter installation
		Capital works expected completion date
		Customer number assignment
		Contract not provided
		Temporary Connection
		Other new connections request

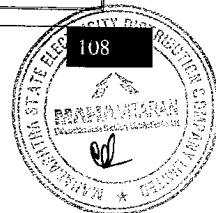
Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL)



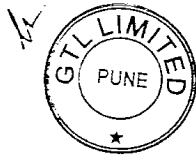
Sr. No.	Service Segment	Service Details
2	Meter Related	Meter Running-fast
		Meter Running-slow/ sluggish
		Meter Stuck up
		Meter burnt
		Shifting of meter
		Other meter related requests
		Billing Correction request
3	Billing Related	Wrong Billing
		Duplicate billing request
		On demand bill request
		Late bill receipt
		Meter Reading-correction request
		Meter Reading not taken
		Arrears dispute
		Additional charges dispute
		Surcharge dispute
		Back billing dispute
		Other billing requests
		Reporting of theft/ malpractice
		4
Disconnection request		
Temporary disconnection request		
Dismantlement dispute		
Termination request		
Other disconnection and dismantlement requests		
Reconnection requests		
5	Supply Related	Fuse-off call
		Supply failed-total area
		Supply failed-individual
		Supply failed-one phase out
		Dim supply
		Voltage fluctuation
		Blinking
		Transformer-smoke/ flames
		Transformer-cable/ lugs burnt
		Transformer-sparking at the poles
		Transformer-leaking
		Voltage-High/Low
		Line-snapped/ bunched/twisted/ tree branches touching
		Pole-shock
		Pole-Leaning/ fell down
		Pole- Rushed/ damaged
		SC- Wire broken/ damaged/ loose connection
6	Other Customer Related Requests	Street Light-not glowing
		Other supply related requests
		Name Change Title transfer



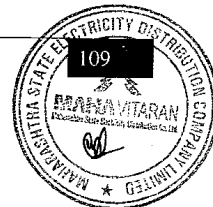
~~Electricity Distribution Co. Ltd. M/s. GTL Ltd.~~



Sr. No.	Service Segment	Service Details
		Category Change
		Address Change
		Telephone Number change
		Shifting of service
		Connected Load query
		Change of connected load
		Conversion from single phase to three phase
		Delay in release of additional load
		Exception status query
		Replacement of service wire
		Requirement of additional Poles
		Line shifting/ DTC shifting
		Additional streetlight reqd
		Status of complaints
		Other customer requests

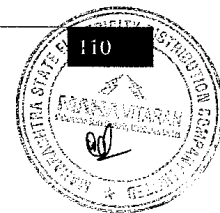


Maharashtra State Electricity Distribution Co. Ltd. M/s. GTL Ltd.



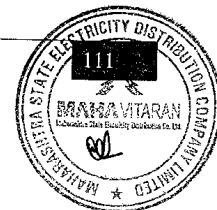
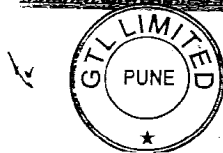
**ANNEXURE - 7: SCHEDULE OF ANNULISED INPUT RATE**

<b>Year commencing from effective date</b>	<b>Annualized Input Rate (Rs per KWh)</b>
1	3.50
2	3.57
3	3.69
4	3.80
5	3.88
6	3.96
7	3.98
8	3.99
9	3.98
10	3.97
11	4.01
12	4.00
13	3.99
14	3.97
15	3.96



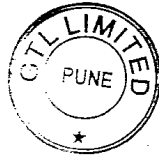
**ANNEXURE - 8: PROCEDURE FOR RECOVERY OF ARREARS**

- 1) An Arrear Recovery Team (ART), comprising financial and technical experts from MSEDCL and a suitable representative having experience in Legal matter (preferably professional lawyer) from DF shall be formed jointly by MSEDCL and DF under the supervision of concerned Nodal Officer for this purpose.
- 2) The broad scope of work of the Arrear Recovery Team would be as under:
  - a. Recommending the validity and quantum of arrears.
  - b. Recommending waiver of interest and/or principal of the arrears depending on the merits of the case and applicable MSEDCL policies.
  - c. Recommending suitable installments for payment of finally settled amount
  - d. The arrears shall be divided into three broad areas:
    - i. Arrears for theft assessments
    - ii. Arrears for energy billed
      - Based on actual meter reading
      - Based on assessment
    - iii. Arrears for miscellaneous charges, security deposits, etc.
  - e. The Recovery Team shall follow a methodology for the above arrears with the approval of concern competent authority in accordance with prevailing MSEDCL's circulars / policies.
- 3) The broad process to be followed by the DF would be as under:
  - a. The Consumers shall be notified of the formation and the working of the ART through mass media.
  - b. Notices would be sent to Consumers with arrears
  - c. If the customer has not heeded the notice or paid his dues, he would then be called by the ART for settlement of his case
  - d. If he does not appear before the ART then the ART shall take ex-parte decision as per merit of the case.
  - e. In case of disputed dues of billing, actual meter reading or actual assessment depending on load would be carried out and a fresh demand notice be served on the Consumer.
  - f. After a particular Consumer's arrears have been mutually finalized and recommended by the ART, a schedule of payment would be drawn up.
  - g. Such a payment schedule with reasons and recommendations shall be put for the approval of the competent authority to be nominated by MSEDCL





- h. Upon final decision of the competent authority for each defaulting Consumer, the Distribution Franchisee shall follow the due process of disconnection as stipulated by Electricity Act 2003.
- 4) The Distribution Franchisee shall continue to show the old arrears of MSEDCL in the Consumers' bill so as to effectively continue the claim of MSEDCL on these arrears.
- 5) The Distribution Franchisee shall make available suitable office and secretarial help to the ART at the Franchise Area.



**ANNEXURE-9: DEPUTATION RULES OF MSEDCL**

**Deputation Rules of MSEDCL**

**1. Period of deputation:**

The period of deputation shall not exceed the term of this Agreement.

MSEDCL shall have the right to recall the employees on deputation in case of vigilance enquiries or departmental proceedings are pending against him or are initiated any time during the tenure of his deputation.

Also, in case the services of the Deputationist are required by MSEDCL, MSEDCL has a right to recall the Deputationist prior to the completion of deputation period with the consent of the Distribution Franchisee with due notice of two months.

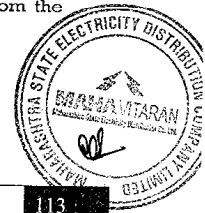
Distribution Franchisee would have the right to send any Deputationist back to MSEDCL with one month's notice to the MSEDCL without assigning any reasons.

**2. Pay and Allowances :**

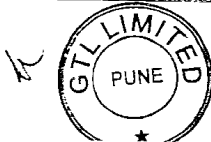
During the period of deputation, the Deputationist shall draw the pay in the pay scale which he is holding prior to the deputation, with all other allowances or any increase in the pay and allowances from time to time for whatsoever reasons, had he been continued with the MSEDCL. The expenditure on this account shall be borne by the Distribution Franchisee.

**3. Travelling Allowance :**

The Deputationist shall be entitled to Travelling Allowance and Daily Allowance for journey while on Tour as per the rules of the Distribution Franchisee OR as per the rules applicable to the employees in MSEDCL for which the Deputationist shall have to intimate to the Distribution Franchisee within one month from the date of joining, otherwise he shall be governed under MSEDCL rules.



~~MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED~~



**4. Leave Travel Concession :**

The deputationist shall opt either for the Leave Travel Concession rules pertaining to the Distribution Franchisee OR MSEDCL within one month from the date of joining, otherwise he shall be governed under MSEDCL rules. The expenditure on this account shall be borne by the Distribution Franchisee.

**5. Medical Reimbursement :**

The Deputationist shall have liberty to opt for the Medical Reimbursement Scheme, pertaining to the Distribution Franchisee OR of the scheme prevailing in MSEDCL as per G.O.20(P). The expenditure on this account shall be borne by the Distribution Franchisee.

**6. Contributions**

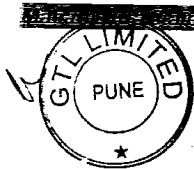
**Leave Salary Contribution**

During the period of deputation, the leave salary contribution @ 11% of the emoluments after adjusting for leaves actually earned and availed by the Deputationist shall be borne by the Distribution Franchisee and remitted to MSEDCL. For this purpose, emoluments are defined as the total of Basic Pay, Dearness Allowances, Fringe Benefits and CLA.

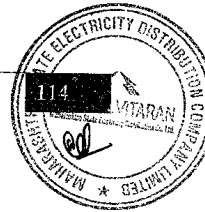
**Contributory Provident Fund Contribution**

During the period of deputation, the CPF Subscription @ 12% of the monthly emoluments shall be recovered from the emoluments of the Deputationist as per the Contributory Provident Fund Regulations of the MSEDCL and remitted to the MSEDCL every month by the Distribution Franchisee along with additional equal matching amount of contribution, as a Employer's share. For this purpose, emoluments are defined as the total of Basic Pay and Dearness Allowances.

The due date of remittance of the payment of contribution of contributory provident fund of the Deputationist (both contributions) shall be adhered by the Distribution Franchisee to MSEDCL. The Payments towards CPF Advance and 90% of CPF amount and final settlement of CPF which is payable on superannuation to the concerned Deputationist, shall be made by MSEDCL.



~~ACRANGABAD Distribution Franchisee, M/S. GT Ltd.~~



**Gratuity Contribution**

The Gratuity Contribution pertaining to the period of deputation shall be borne by the Distribution Franchisee as per the existing regulations of the MSEDCL as amended from time to time.

The Payment towards final settlement of Gratuity including the eligible advance shall be made by MSEDCL.

The payments towards leave salary contribution, CPF and Gratuity contribution shall be sent by the Distribution Franchisee by separate Demand Draft for each item in favor of MSEDCL every month. In case of default in remittance on the part of the Distribution Franchisee, the interest @10% shall be levied by the MSEDCL.

**7. Leave :**

During the period of deputation, the Deputationist shall be governed by the leave rules of the MSEDCL, except casual leave for which the Deputationist shall be at liberty to opt for the rules prevailing with Distribution Franchisee or of MSEDCL.

The Distribution Franchisee shall also be liable to pay leave salary and allowances in respect of special Disability Leave, if any, granted to the Deputationist on account of any disability incurred in and through the service under the Distribution Franchisee, even if such disability manifests itself, after termination of the service with the Distribution Franchisee.

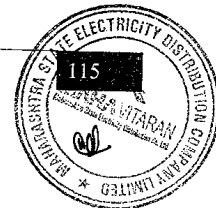
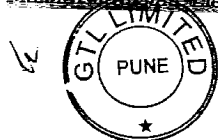
**8. Vehicle Facility :**

The Deputationist, during the period of deputation, may be provided suitable vehicle by the Distribution Franchisee for official use, if he is entitled for the same under MSEDCL.

**9. Travel in India or Abroad while on Deputation :**

The Deputationist may travel anywhere in India on tour for the works of Distribution Franchisee without intimation to MSEDCL. If, however, he is required to travel abroad, the permission of the MSEDCL shall be obtained in advance.

~~Maharashtra State Electricity Distribution Co. Ltd. & M/S. GTL Ltd.~~



10. Recoveries :

**Accommodation/Quarter**

If Residential Accommodation /Quarter is provided by the MSEDCL in Franchise Area, the rent under the rules of MSEDCL towards the Accommodation /Quarter shall be recovered from the Deputationist from his monthly salary and remitted to the MSEDCL every month.

**Loan and Advances**

The Distribution Franchisee may grant any loan or advance to the Deputationist. However, the recovery towards the same shall be made by the Distribution Franchisee, only during the deputation period of the concerned Deputationist. The MSEDCL shall not be liable for any un-recovered portion of any loan or advance or interest, granted to the Deputationist by the Distribution Franchisee.

**General Recoveries**

The amount towards recoveries from the Deputationist such as Life Insurance Premium, Loan from Credit Societies, Housing Loans, Vehicle Loans from MSEDCL or any Bank etc, shall be remitted by the Distribution Franchisee after its recovery from the salary of the Deputationist, directly to the concerned Organisation i.e. MSEDCL, Bank, LIC or Credit Society etc, as the case may be.

11. **Insurance Coverage**

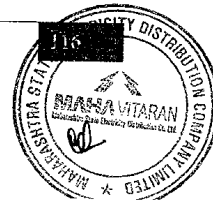
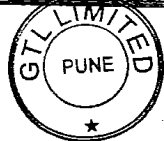
During the period of deputation, the Deputationist shall be covered under insurance policy. The risk coverage and other facilities under the policy shall be in line with the provisions of Workmen's Compensation act, 1923 and any other Labour Law, if any, in force or coming in existence in future. The amount of premium paid towards the policy to be borne by the Distribution Franchisee.

12. **Retirement Benefits**

The Deputationist shall continue to be governed for retirement benefits as per the rules applicable to the employees in MSEDCL.

13. **General**

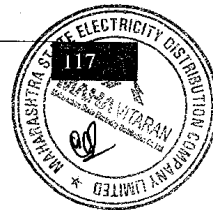
1. The Distribution Franchisee shall furnish the Confidential Reports in respect of the Deputationist in the State-wise Seniority, to the MSEDCL in the prescribed form every year.



2. The Deputationist shall be entitled for the benefits of the next higher scale/post as per the rules of MSEDCL under General Order No. 74(P) dated 30/4/1974/G.O.111 (P) dt.13/5/1982 OR promotion as per due turn according to the rules under MSEDCL.
3. If departmental enquiry is to be instituted against the Deputationist for major acts of misconduct he shall be repatriated to the MSEDCL and the departmental action will be taken by the concerned Competent Authority in MSEDCL.
4. If the Deputationist submits resignation or seeks voluntary retirement then such application shall be forwarded by the Distribution Franchisee to MSEDCL for taking decision in the matter.
5. The Distribution Franchisee may revise the rules/regulations after the initial deputation period regarding the service conditions, financial matters and other pecuniary benefits pertaining to its organization. No such revision shall be made by the Distribution Franchisee without the consent of the Deputationist.



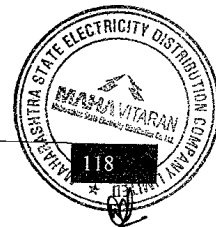
~~Maharashtra State Electricity Distribution Co. Ltd. v/s. GTL Ltd.~~



ANNEXURE-10

**MIS REPORTS**

6  
GTCL PUNE  
Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL) Ltd.

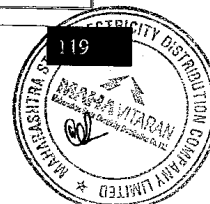


The following information shall have to be furnished by the Franchisee to MSEDCL for each division of the Franchise Area separately

**PERFORMANCE INDICATORS**

<b>SYSTEM AVERAGE INTERRUPTION DURATION INDEX - (SAIDI)</b>			
Month	Total duration of sustained interruptions during the month Minutes	Total no. of consumers	SAIDI = C/B
	<b>C</b>	<b>B</b>	
<b>SYSTEM AVERAGE INTERRUPTION FREQUENCY INDEX - (SAIFI)</b>			
Month	Total No. of sustained interruptions during the month	Total no. of consumers	SAIFI = A/B
	<b>A</b>	<b>B</b>	
<b>CONSUMER AVERAGE INTERRUPTION DURATION INDEX - (CAIDI)</b>			
Month	Total duration of sustained interruptions during the month Minutes	Total No. of sustained interruptions during the month	CAIDI = C/A CAIDI = SAIDI SAIFI
	<b>C</b>	<b>A</b>	

~~Franchisee's Name and Address~~





**MERC SOP NOT FOLLOWED**

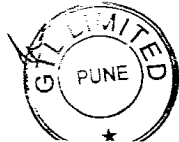
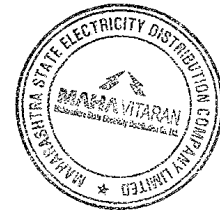
Sr. No.	Division/Franchise Area	No. of SOP cases		Remarks
		Nos.	Fine Rs.	

**Losses**

Sr. No.	Division/Franchise Area	Distribution Losses			Remarks
		Monthly	Six Monthly	Yearly	

**New Connection Details**

Sr. No.	Division/Franchise Area	New Connections released		First bill issued		Remarks
		In month	Upto	In month	Upto	



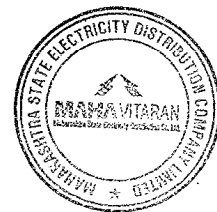
*(Handwritten signature)*

No. of pending consumer grievances

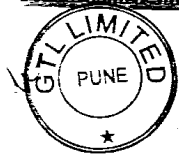
Sr. No.	Division/Franchise Area	Pending	Remarks

No. of pending RCI Connections

Sr. No.	Division/Franchise Area	Residential	Commercial	Industrial	Remarks
		R	C	I	



Maharashtra State Electricity Distribution Company Limited, M/S. GTL Ltd.



**Pending Agricultural Connections**

Sr. No.	Division/Franchise Area	Paid Pending	Test report Submitted	Pending Under KVV	Remarks

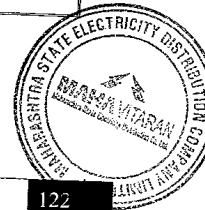
**Pending Power Loom Connections**

Sr. No.	Division/Franchise Area	Paid Pending	Test report Submitted	Remarks

**Pending industrial Connections**

Sr.No.	Division/Franchise Area	Paid Pending	Test report Submitted	Remarks

**Pending Connections other than above**



~~Maharashtra State Electricity Distribution Co. Ltd. M/s. GZL Ltd.~~

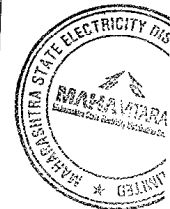
Sr. No.	Division/Franchise Area	Paid Pending	Test report Submitted	Remarks

Collection Efficiency

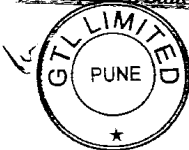
Sr. No.	Division/Franchise Area	Demand	Month		Remarks
			Collection	% C.E.	

Reduction in PD Arrears

Sr. No.	PD Arrears -Effective Date		PD Arrears -Every Month end		Remarks
	Consumer No.	Rs. Crores	Consumer No	Rs. Crores	



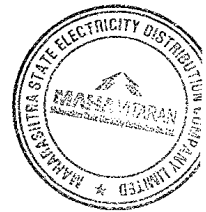
Maharashtra State Electricity Distribution Co. Ltd. - M/s. GTL Ltd.



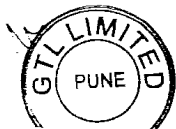
*(Handwritten signature)*

Reduction in Live Arrears

Sr. No.	Live Arrears -Effective Date		Live Arrears -Every Month end		Remarks
	Consumer No.	Rs. Crores	Consumer No	Rs. Crores	



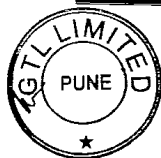
Maharashtra State Electricity Distribution Co. Ltd. Ms. G. L. Ltd.



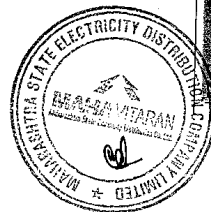
*(Handwritten signature)*



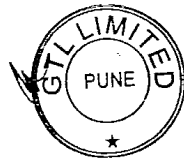
Energy Audit of Express Foodors



Sr. No.	Name of S/ Stn	Name of feeder/ Name of Consumer & Cons. No.	Month	Energy Con. recorded by S/Stn meter	Energy Con. recorded by consumer meter	Difference	% Loss	Remarks

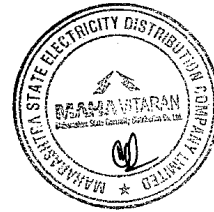


MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CORPORATION



Details of Failure of Distribution Transformers

Month	Details	Capacity in KVA												Total			
		25	30	35	40	50	60	75	830	1000	1250	1600	Nos.	KVA			
	Transformers in operation																
	Transformers failed																
	Percentage of failure (%)																

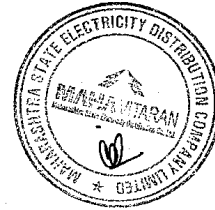
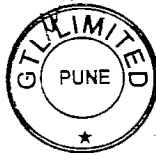






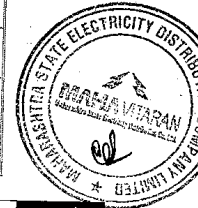
Complaints

Sr.No	Particulars	During the month	Upto date Progress
<b>Consumer Grievance Redressal Forum</b>			
1	No. of Complaints /Grievance received		
2	No. of Complaints /Grievance solved		
3	Balance complaints at the end of month to be resolved		
<b>MERC</b>			
1	No. of Complaints /Grievance received		
2	No. of Complaints /Grievance solved		
3	Balance complaints at the end of month to be resolved		

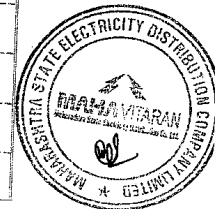


Infrastructure Augmentation

Sr. No.	Description	Unit	Up-to-date Progress
1	[REDACTED]		
	Villages	Nos.	
	Towns	Nos.	
	Villages - Electrified	Nos.	
	Towns - Electrified	Nos.	
	Balance to be Electricified - Villages	Nos.	
	Balance to be Electricified - Towns	Nos.	
2	[REDACTED]		
	Electrified during the month	Nos.	
	Balance to be Electricified	Nos.	
	Total Electrified - Cumulative	Nos.	
3	[REDACTED]		
	As on	KM	
	Added during the month	KM	
	Added during the year	KM	
	Upto date	KM	
4	[REDACTED]		
	As on	KM	
	Added during the month	KM	
	Added during the year	KM	
	Upto date	KM	
5	[REDACTED]		
	As on	KM	

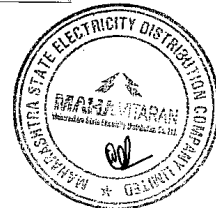


Sr. No.	Description	Unit	Up-to-date Progress
	Added during the month	KM	
	Added during the year	KM	
	Upto date	KM	
6	[REDACTED]		
	As on	KM	
	Added during the month	KM	
	Added during the year	KM	
	Upto date	KM	
7	[REDACTED]		
	As on	KM	
	Added during the month	KM	
	Added during the year	KM	
	Upto date	KM	
8	[REDACTED]		
	As on	KM	
	Added during the month	KM	
	Added during the year	KM	
	Upto date	KM	
9	[REDACTED]		
	As on	KM	
	Added during the month	KM	
	Added during the year	KM	
	Upto date	KM	



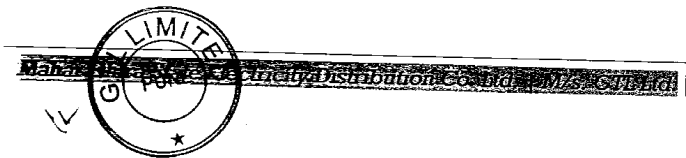
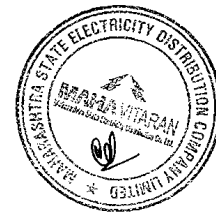
16  
 [Circular Stamp: LIMIT PUNE] Maharashtra State Electricity Distribution Co. Ltd. M/s. GIL Ltd.

Sr. No.	Description	Unit	Up-to-date Progress
10	[REDACTED]		
	As on	KM	
	Added during the month	KM	
	Added during the year	KM	
	Upto date	KM	
11	[REDACTED]		
	Transformers in operation	Nos.	
	Added during the month	Nos.	
	Augmented during the month	Nos.	
	Failed during the month	Nos.	
	% Failure	%	
12	[REDACTED]		
	Transformers in operation	Nos.	
	Added during the month	Nos.	
	Augmented during the month	Nos.	
	Failed during the month	Nos.	
	% Failure	%	



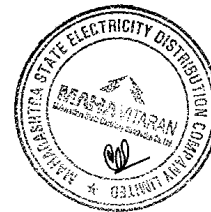
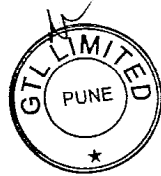
**ANNEXURE 11: LOAD GROWTH ESTIMATE IN THE FRANCHISE AREA**

Year- -->	Energy Input	Energy Sales
1	1351.238	1079.582
2	1374.759	1153.365
3	1420.217	1234.109
4	1471.273	1322.612
5	1531.004	1406.928
6	1606.647	1508.574
7	1692.189	1605.816
8	1800.230	1712.843
9	1910.595	1822.628
10	2027.741	1939.449
11	2153.096	2061.499
12	2288.717	2193.639
13	2432.883	2334.250
14	2586.134	2483.873
15	2749.041	2643.087



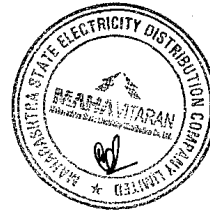
**ANNEXURE 12: ANNUAL REALISATION IN THE FRANCHISE AREA**

Year	In Rs. Crs
2003-04	288.73
2004-05	283.24
2005-06	303.13
2006-07	388.76
2007-08	403.68
2008-09	419.89



**ANNEXURE 13: PROCEDURE FOR CALCULATION AND APPLICATION OF TARIFF INDEXATION**

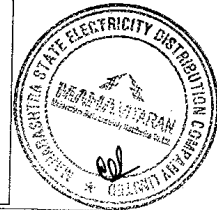
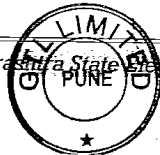
1. For raising the first bill for the Franchise agreement, MSEDCL will consider the Average Billing Rate (HT/ LT) of the relevant billing cycles two months prior to the first bill for tariff indexation under Article 7 of DFA on a provisional basis. The actual HT/ LT rate of the first month of the Distribution Franchise Agreement will be calculated by PC wise pro-rating the HT/ LT sales of first and second months of the Franchise Agreement which will be made available by the Franchisee by first week of the fourth month after the billing period of the invoice. The truing up of tariff indexation will be done based on this actual rate provided by the Franchisee and the differential amount will be adjusted in the next weekly invoice
2. For all months starting from that of the second bill e.g. month 'n', all the fortnightly/ weekly bills raised during the month 'n' will be indexed based on the provisional HT/ LT average billing rate determined in first week of month 'n' (considering sales recorded for previous month 'n-1'). The actual rate of month 'n' will be calculated by PC wise pro-rating the HT/ LT sales of month 'n' and 'n+1' which will be made available by the Franchisee by first week of month 'n+2'. The truing up of tariff indexation will be done based on this actual rate provided by the Franchisee and the differential amount will be adjusted in the first weekly invoice of month 'n+2'. An illustration of the same is provided herewith.





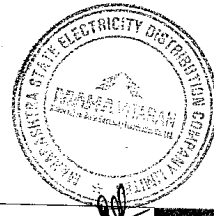
Illustrative Example					
Applicable HT/LT rate for Respective month					
	FEB.	MAR.			
Charge for Supply of Power	2.00	2.00			
FOCA	0.10	0.25			
TOTAL	2.10	2.25			
PC (billed on 4th of each month)					
	UNITS	Revenue	Pro-rata Units	Pro-rata revenue	Pro-rata for
4th February	200.00	420.00	26.67	56.00	4.00
4th March	300.00	675.00	257.14	578.57	24.00
			283.81	634.57	28.00
PC (billed on 12th of each month)					
	UNITS	Revenue	Pro-rata Units	Pro-rata revenue	Pro-rata for
4th February	200.00	420.00	80.00	168.00	12.00
4th March	300.00	675.00	171.43	385.71	16.00
			251.43	553.71	28.00

Maharashtra State Electricity Distribution Co. Ltd. | M/s. GTL Ltd. |



	Pro-rata Units	Pro-rata revenue	Rate applicable for trueing up February input energy
			2.22
PC billed on 4th	283.81	634.57	
PC billed on 12th	251.43	553.71	
Total	535.24	1188.28	

- For calculating the actual HT/ LT average billing rate in (1) and (2) above, all components of tariff as per MERC order shall be considered except the components of billing like Electricity Duty, Tax on sale of electricity, delayed payment charges and interest, and penalty for theft assessment as per format annexed at annexure 15.
- The actual HT/ LT average billing rate computed in (1) and (2) above will be audited by the independent auditor annually (including next year's April pro-rata period and excluding current year's April pro-rata period)



**ANNEXURE 14: EXPENSE PER UNIT OF THE FRANCHISE AREA**

Year	Rs per unit
B.Y.	0.205
1	0.215
2	0.226
3	0.238
4	0.250
5	0.262
6	0.275
7	0.289
8	0.304
9	0.319
10	0.335
11	0.352
12	0.370
13	0.389
14	0.408
15	0.429



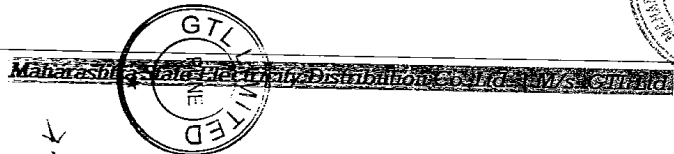
**ANNEXURE 15: COMPUTATION OF AVERAGE BILLING RATE (ABR)**

ABR CALCULATION		
Sr. No.	Particulars	Amount in Rupees
1	Energy Charges	
2	Demand Charges	
3	Fixed Charges	
4	FOCA	
5	Electricity Duty	
6	RLC	
7	TOSE	
8	PF/CL Penalty	
9	LF Incentive	
10	PF/CL Incentive	
11	LM Charges	
12	LM Rebate	
13	B 80 Adjustment	
14	Reconnection Fee	
15	Bulk Incentives(A/C 78820)	
16	ASC Charges	
17	Additional Charges	
18	Other Charges ( if any)	
<b>A</b>	<b>Grand Total</b>	
<b>B</b>	Electricity Duty+TOSE+Taxes	
<b>A-B</b>	Total Demand	
<b>C</b>	Total Sale (Metered + Unmetered)	
<b>(A-B)/C</b>		

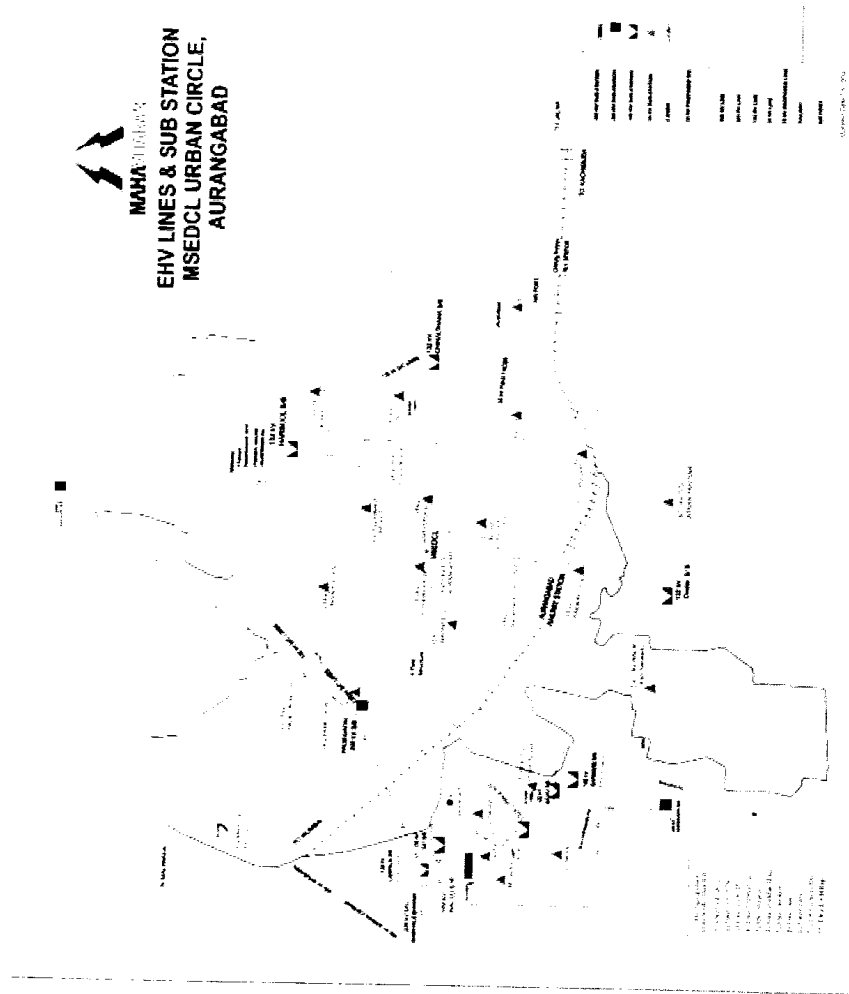
*N.B.:-* i. Energy charges is inclusive of subsidy, if any.

ii. Temporary Tariff Components are not to be considered in ABR and to be treated separately.

iii. Base Year (2008-09) ABR is Rs. 4.38 /kwh (fixed)



ANNEXURE 16: GRAPHICAL MAP OF FRANCHISE AREA



**MHWA**  
MAHARASHTRA  
EHV LINES & SUB STATION  
MSEDCL URBAN CIRCLE,  
AURANGABAD

