



महाराष्ट्र MAHARASHTRA
General Stamp Office, Mumbai
S.V. No. 222

29 FEB 2012

Operator

K. R. Madhe

सौ. कांचन हर्षद बोंगळे

FG 470267

परवाना क्रमांक २२२/९८

वांद्रे कोर्टासमीर, अ. का. मार्ग,

वांद्रे (पूर्व), मुंबई ४०० ०२७

- 5 MAR 2012

श्री/श्रीमती/महोदय
Maharashtra State Electricity
Distribution Company Limited
"Prakashgad", Bandra (East), Mumbai - 400 051.
Station Road, Bandra (East), Mumbai - 400 051.

CONTRACT AGREEMENT

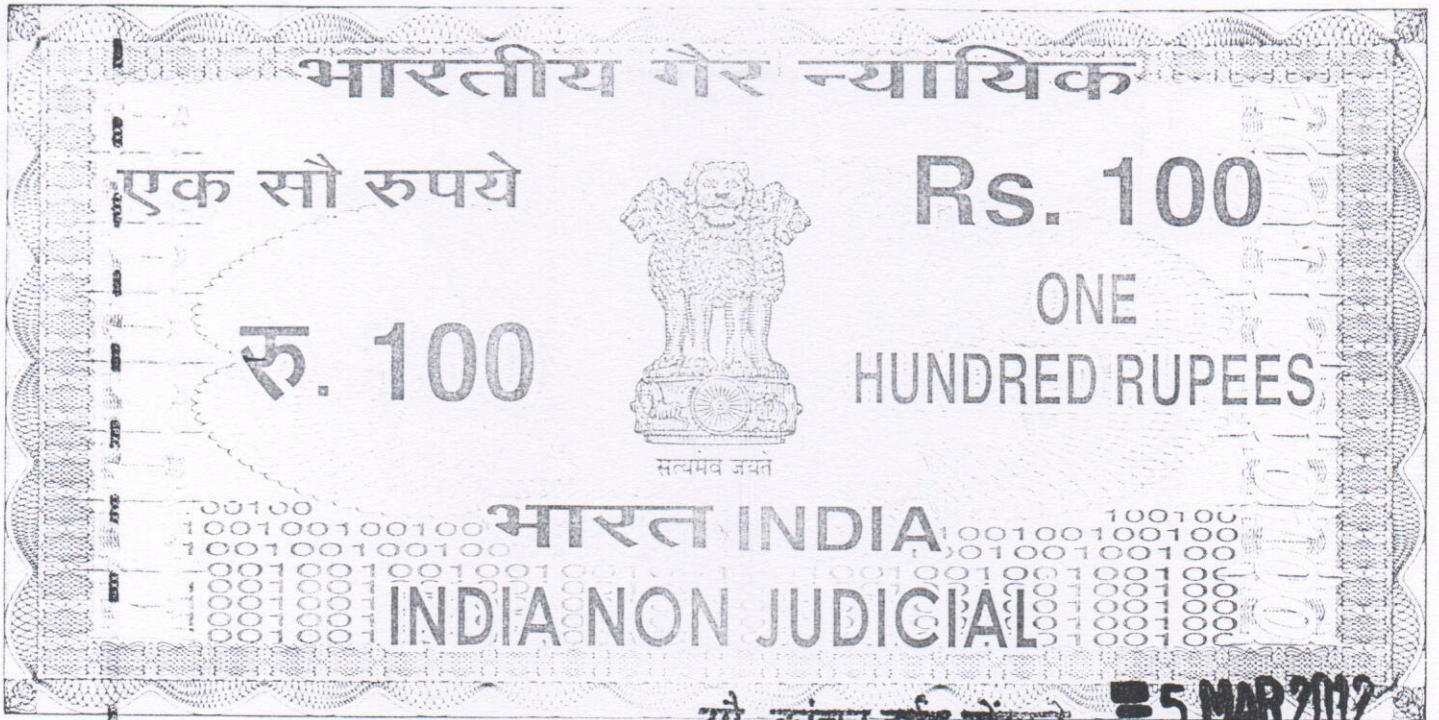
परवाना धारक मुद्रांक विक्रेता

This Agreement made at Mumbai on this 05 day of March 2012 by and between M/s. ADD Technologies (India) Limited, A Company incorporated under the Companies Act, 1956 and having its Registered Office at Mfar Silverline Tech Park, 2nd Floor, Plot No. 180, EPIP 2nd Phase, Whitefield, Bangalore - 560 066 & Address for communication at #16, Apple Villa, 3rd Floor, Lalbagh Road, Bangalore - 560 027 (hereinafter referred to as "The Agency" or "the Company" which expression shall, unless it be repugnant to the subject or context thereof include its successors and assigns); and

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED, an entity incorporated under the companies Act, 1956 and having its Central Office at 'Prakashgad', Bandra (East), Mumbai 400 051 (hereinafter referred to as "MSEDCL", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns)

(The Company and MSEDCL are hereinafter collectively referred to as "the individually and severally as "the Party".)

Manager



General Stamp Office, Mumbai
L.S.V. No. 222

29 FEB 2012

Proper Officer

K. R. Madge

सौ. कांचन हर्षद खोंगाळे

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FG 470268

वांदे कोर्टासमोर, अ. का. मार्ग,

5 MAR 2012

वांदे (पूर्व)

श्री/श्रीमती/बे. महाराष्ट्र स्टेट डिस्ट्रिब्यूशन कंपनी लिमिटेड
Maharashtra State Electricity
Distribution Company Limited

प्लॉट नं. ८-१,
"Prakeshgad", Plot No. 8-1,
Station Road, Bandra (E)

Mumbai - 400 051.

परवाना धारक मुद्रांक दिवसेत्या

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WHEREAS

- The Agency is a service bureau providing, bill collection service through the Any Time Payment Machine (hereinafter referred to as "ATP MACHINE"). These services enable consumers to make their payment of electricity bill by various modes (i.e. through cheques or by cash)
- The Agency has been awarded the contract by MSEDCL initially for installing 168 no's of ATP MACHINES location vide the order no. CGM (CF)/2011-12/ATP-01/7050 dtd. 21.12.2011 which may increase as per the requirement of MSEDCL.
- The Agency has installed "ATP MACHINE" for the purpose of providing payment related services to various customers.
- MSEDCL is Maharashtra's premier utility engaged in the distribution of electricity in the State of Maharashtra.
- The Agency has offered to provide bill payment services to MSEDCL and MSEDCL has agreed to the same in accordance with the terms of this Agreement. The service shall be made available across the approved list of zones of MSEDCL, as per the schedule mutually agreed upon between the Parties.

(Signature)

For THE MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(Signature)
Manager (Finance)

NOW IT IS HEREBY AGREED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS;

I. **DEFINITIONS:**

For the purpose of this Agreement, the following terms shall have the meanings set forth below:

i) **ATP MACHINE:**

Shall refer setting up of Any Time Payment (ATP) at various agreed locations of MSEDCL's divisional offices across Maharashtra, on Build Own Operate and Maintain (BOOM) basis. As the procurement of the ATP machines is under "Build, Own, Operate and Maintain" basis the service provider shall make own arrangements for supply, installation, testing, commissioning and maintenance of ATP machines. This will have the features required by MSEDCL like Touch Screen, Cash Acceptor, Cheque Acceptor, Bar-Code reader, Endorser, Thermal Receipt Printer.

ii) **BANK:**

Shall refer to the Bank(s) as nominated by concerned Executive Engineer of MSEDCL as designated Bank to deposit the amount collected by the Agency through ATP Machine.

iii) **APPLICATION SOFTWARE:**

Shall refer to the software product installed by the Agency whether by itself or along with other technology vendors. The software shall be able to generate the MIS as per the requirement of MSEDCL. Agency is also required to install suitable anti-virus and firewalls at each ATP machine to safeguard MSEDCLs data and prevent it from external access. Agency would also ensure that information or data available on their ATP machine should not leak out or disclosed to any other agency than MSEDCL for any purpose whatsoever.

iv) **MSEDCL CONSUMERS:**

Shall refer to any person / entity who is liable directly or on behalf of another person/entity who is liable directly or on behalf of another person / entity, at present or in the future, to pay monies / charges to MSEDCL.

v) **TRANSACTION:**

Shall refer to any payment either in the form of cash or cheque collected against each consumer number / bill. In case more than one consumer or group of consumers are



FOR THE MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

Manager (F&A)

paying their bill(s) through single cheque, then the number of transactions will be calculated as number of consumers / bills.

II. SERVICES :

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

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



For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD

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

III) **OBLIGATIONS :**

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

A) GENERAL :

- 1) Installation of Hardware & Software
- 2) Provide Customer Support Personnel & all the time security.
- 3) Supply of Bill receipt printing stationery
- 4) Generation of Daily & Monthly Transaction List / MIS as per MSEDCL requirement in soft and hard copy.
- 5) Collection of Currency/Cheque/DD from the system and remit to MSEDCL
- 6) Handing over/ Exporting Daily Transaction Data of the respective area / Division
- 7) Software supply for the machine
- 8) Insurance for the machine and cash.
- 9) Daily transaction back up
- 10) Publicity/ Advertisement for promoting use of ATP machines for bill payments.
- 11) Selection of places for setting up ATP machine in consultation with MSEDCL
- 12) Integration with the MSEDCL billing software.
- 13) Soiled, fake notes- The machine should detect the fake notes and should not accept such notes and also the soiled notes. If the bank of MSEDCL points out any fake note, the responsibility of the same will be with the agency.
- 14) Insurance against theft of Cash insurance/Cash in transit



For the purpose of the Bill Collection Scheme (BACS) under the

Manager (F&A)

- 15) Daily remittance of amount collected at stipulated time & in specified manner at the designated Bank account & MIS as per requirement of MSEDCL.
- 16) Upkeep, backup & safety & security of the data.
- 17) Maintain the 95% uptime of the machine including its Hardware & Software.
- 18) Complaints handling mechanism for trouble in cash reconciliations, operations of ATP system, machines etc.
- 19) The Agency shall provide the names of the representatives to the concerned Executive Engineer to be contracted for day-to-day operations of the machines.

B) TRAINING :

Agency should conduct one day orientation training to the dealing MSEDCL staff & officers at each divisional office after final installation there. The training should cover the basic awareness and architecture of hardware being supplied, operational aspects and identification of problem specifically and dos and don'ts and housekeeping. The space and other arrangement will be made by MSEDCL.

C) SERVICE ASSURANCE:-

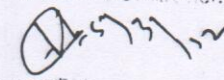
- a) The Agency shall do the preventive/breakdown maintenance of ATP machines and related Peripherals so as to keep them operational during the entire period of contract and to maintain the uptime as per Tender document.
- b) For ATP machines & related equipment, the maximum acceptable downtime will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

D) SERVICE NETWORK :-

The Agency will establish the service network at various locations where ATP machines will be installed. The outage of ATP machine will be informed at Agency service centre by the MSEDCL representative, in case the telecommunication facilities being out of



For THE ANDHRA PRADESH STATE ELECTRICITY DISTRIBUTION CO. LTD


Manager (F&A)

order at service centre, the service engineer will collect the calls from the concerned division of MSEDCL falling under his jurisdiction.

E) FEEDBACK SYSTEM :-

- a) The Agency will have the complaints reporting system with telecommunication facilities at his service center so that the call can be reported by their attendant at the ATP machine over telephone, mobile or personally during day hours. The Agency will register the call with date and time of outage reporting and allot a registration number. The Agency representative will fill a call slip indicating the maintenance/ repair done against the call and get it signed by the MSEDCL representative. The call status will also be recorded after attending the call.
- b) The Service engineer of the Agency will forward the weekly feedback to the Ex. Engineer of the division office about the details of calls received, calls attended, call rectified, and preventive maintenance done.
- c) The calls may also be reported by MSEDCL representative.
- d) Agency representative will have a fortnight meeting/conversation at the region level and circle level after finalizing it with Ex. Engineer of the division.
- e) The monthly review meeting will be held at Zonal level for taking stock of the position. The meeting will be attended by Agency Senior representative.

IV) RESPONSIBILITY OF MSEDCL :

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

- 1) Civil works for fixing ATP machines in MSEDCL premises shall be carried out by MSEDCL for which free electricity shall be provided.
- 2) Power supply for the Machine / System only in MSEDCL premises for exclusive collection of MSEDCL Bill.
- 3) Providing assistance for data integration.
- 4) Jr.Manager(F&A-Revenue) of the concerned division/ concerned accounts head of the Billing unit, shall verify every day as to whether the representative of *M/s ADD Technologies (India) Limited* has submitted the acknowledgement slip of the funds deposited in the designated bank account of MSEDCL.



For THE MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD

Manager (F&A)

V) **CONSIDERATION & PAYMENT :**

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

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

VI) **SUBMISSION OF BILLS :**

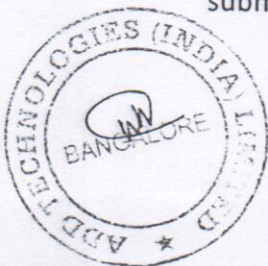
The Agency will submit the monthly bill for transaction charges payable by MSEDCL in triplicate to the respective Division offices for payment indicating value of work completed. The division office shall verify the bill submitted by the Agency and make payment after due audit.

VII) **TERMS OF PAYMENT:**

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

VIII) **SECURITY DEPOSIT :**

- 1) Initially, after execution of the Agreement Agency will have to deposit an amount of Rs.1.00 Lakh per ATP machine at H.O. level as Security Deposit. The amount for 25% of the quantity of machines to be installed will have to be paid in Cash/D.D. and for balance quantity, a Bank Guarantee from Nationalized / Scheduled Bank could be submitted.



For THE MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD

Manager (F&A)

- 2) The total Security Deposit will be equivalent to 3 times the average daily cash collection made by the Agency. Out of the amount of Security Deposit calculated as above, the amount above Rs. 1.00/-Lakh (paid in the form of Cash/ D.D./Pay Order as per [1] above), can be deposited in the form of Bank Guarantee from the Nationalised/Scheduled Bank.
- 3) The review of adequacy of the Security Deposit will be taken every six months and the shortfall if any shall be recouped by the Agency. The average daily cash collection will be calculated on the basis of collection made by the Agency in the last quarter.
- 4) MSEDCL will pay interest on the security deposit paid by the Agency in the form of Cash / DD @ rate of interest payable on consumers Security Deposit (at Postal Saving rates) and subject to change from time to time.
- 5) The Security Deposit will be refunded within two months after the expiry of the contract.

IX) DATE OF COMMENCEMENT OF WORK :

- 1) Concerned Ex. Engineer (O&M) Division, MSEDCL shall identify the location & inform to the Agency after contract has been signed and submission of security deposit as above.
- 2) After execution of the agreement as above, Agency will approach to the concerned Ex. Engineer (O&M) Division, MSEDCL for further action to install the ATP machine. The Ex. Engineer will issue the **Site Clearance Letter (SCL)** and within 15 days of the receipt of site clearance letter the ATP machine will have to be installed at the given location.

X) PATENT RIGHTS AND ROYALTIES :

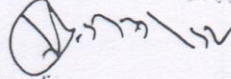
- 1) Royalties and fees for patents covering materials, articles, apparatus, devices, equipment, software and processes used in the works shall be deemed to have been included in the contract price and payable by agency.
- 2) The agency shall satisfy all demands that may be made at any time of such royalties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

XI) SUB CONTRACT:

Sub Contracting wherever required is permitted and the same shall be subject to consent from MSEDCL. However, risk & liability on account of failure by the sub-contractors will lie with the Agency.

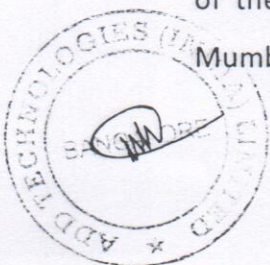


For THE MUMBAI POWER STATE ELECTRICITY SUPPLY CO. LTD

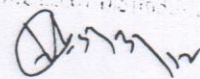

Manager

XII) DEPLOYMENT OF PERSONS :

- 1) The Agency shall provide Operator during the period 7.00 a.m. to 10.00 p.m. every day. However, the Security of Machine during night period (10.00 p.m. To 7.00 a.m.) shall be ensured by the Agency.
- 2) The Agency will be expected to deploy on the work only skilled /suitable qualified and trained employees with experience of the job intended to performed by them.
- 3) The manpower should be conversant with local language in addition to that the working knowledge of ENGLISH, so as to interact with consumers.
- 4) The persons engaged by the Agency shall be deemed always as their employees and the MSEDCL is not concerned with their engagement conditions and the remuneration.
- 5) The Agency shall also specify the particulars of personnel deployed by him (1) number of personnel per zone per ATP machine (2) qualification of the personnel deployed (3) the recruitment plan along with the details of how resource shortage would be overcome in the course of normal operations
- 6) The Agency shall ensure that the persons working for the Agency should be extremely polite with consumer and also ensure that they should not enter into any argument with consumer.
- 7) In case the MSEDCL becomes liable to pay any wages or dues to the personnel or any government Agency under any of the provisions of the minimum wages act, workmen compensation act, contract Labour Regulation Abolition act or any other law due to act of omission of the Agency, the MSEDCL may make such payments as required under the law and shall recover the same from any amount payable to the Agency as well as from Security Deposit available with MSEDCL.
- 8) If it is found that the person employed by the Agency is guilty of misconduct while operating the ATP Machine, the Agency shall immediate remove such person and the Agency will be fully responsible for the misconduct committed by such person and will have to make good the loss incurred by MSEDCL due to such misconduct.
- 9) The Agency should get registered under section-12 of the Contract Labour (Regulations and Abolitions) act, 1970 and also obtain registration under section-7 of the act and produce the registration to chief General Manager (CF) MSEDCL Mumbai & in case not applicable ,a not applicable certificate should be obtained.



For THE MANPOWER INTERSTATE DIRECT DISTRIBUTION CO. LTD


Manager (CF)

XIII) FULFILLMENT OF STATUTORY REGULATIONS AND APPLICABLE ACTS :

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

XIV) INSURANCE :

The Agency shall, at all times during the tenure of this contract at his own expense insure and keep insured in the name of work men compensation insurance, compensation automobile insurance, compensation general liability insurance etc. All insurances required under the laws of India shall obtained and keep in effect till expiry of the term of agreement.

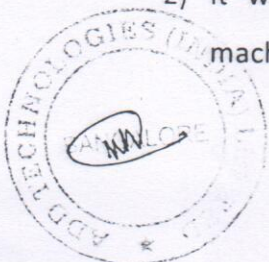
During the continuance of this contract the Agency shall pay all premium and sums of money necessary for keeping this insurance policy live.

Provided further that if the Agency has not effected such insurance, the liability for any loss shall be that of the Agency.

XV) DECLARATIONS & WARRANTIES :

The Agency hereby declares, covenants and warrants that:

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



FOR THE MANAGER, STATE ELECTRICITY BOARD, CHENNAI

Manager (Sd)

MSEDCL hereby declares, covenants and warrants that:

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

XVI) DURATION / TERM :

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

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

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

XVII) PENALTIES :

- 1) For delay in installation & commissioning :

After execution of the agreement, Agency will have to approach the concerned Ex. Engineer (O&M) Division, MSEDCL for further action to install the ATP machine. The Ex. Engineer will issue the **Site Clearance Letter (SCL)** and within 15 days of the receipt of site clearance letter the ATP machine will have to be installed at the given location. Any delay in this will attract penalty @ Rs. 1000/- per day of delay.

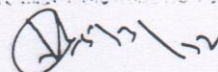
- 2) Penalty for delay in attending / rectification of breakdowns/ (hardware/software):

In addition to above, a penalty @ Rs. 200.00 per day per machine would also be applicable for the delay in call rectification if defect remained un-rectified for more than 24 hrs. for minor breakdown and 3 days for major breakdown.

- 3) Penalty for delay remittance of amount collected : 18% penal interest will be charged on delayed remittance beyond 1 day.



For THE MANAGER, STATE DISTRIBUTION CO. LTD


Manager (SCL)

- 4) Penalty for breach of contract: On the breach of any terms or condition of this contract by the bidders, the said company shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the company to recover any further sum as damages from any sum due or which may become due to the bidders by company or otherwise howsoever. The breach of any terms of any of these general conditions of contract shall be deemed as breach of this contract.
- 5) The Agency shall arrange well in advance arrangement to carry out the work uninterruptedly anticipating absence of staff due to illness, leave, accident etc. It will be the responsibility of the bidders to keep available surplus workers to supplement the need as and when required.

XVII) TERMINATION :

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

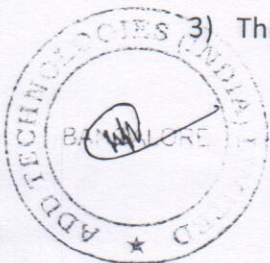
- 1) To terminate the services of the agency after giving 30 days due notice to Agency, at Agency's risk and cost and to cancel the contract reserving MSEDCL right to recover damages, notwithstanding that the powers referred above are in addition to the rights and remedy available to the Company under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

XIX) TIME LIMITS :

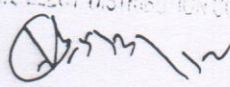
A. OPERATIONAL COMPLAINTS –

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

- 1) 24 hrs after detection of the defect/fault in the machine / network.
- 2) Any defect in any part causing the loss of service of the cash collection will be treated as total outage of equipment and no concession in penalty will be permitted.
- 3) The Agency will maintain the sufficient inventory of spare items and few complete



For THE MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD


Manager

systems as well, at various locations where machine installed in order to maintain the up-time levels. For this purpose he is required to maintain the buffer stock of hardware component and peripherals.

- 4) The Agency will maintain the 95% uptime on monthly basis.
- 5) For replacement of parts / and equipment, Agency shall require to take permission of the MSEDCL.
- 6) For up-time calculation 7x24 hrs. shall be counted as working hrs.
- 7) The outage on account of other services if included in the contract shall be considered in down time.

B. REMITTANCE OF COLLECTED AMOUNT –

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

C. POSTING OF PAYMENT RECORDS –

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

XX) SETTLEMENT OF DISPUTES – ARBITRATION :

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

- i) If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in clause stipulated below:-
- ii) In the event of any Dispute between the Parties, such Dispute shall be first referred to the Superintending Engineer of the specified area of MSEDCL and the Senior Officer authorized by the Agency, for amicable settlement. Upon such reference, the said two individuals shall meet not later than 7 (seven) days of the date of such request to discuss and attempt to amicably resolve the Dispute.
- iii) If the Dispute is not resolved as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such



longer period as may be mutually agreed by the Parties then the provisions of Clause (iv) shall apply.

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

XXI) SPECIAL CONDITIONS :

- i) The Agency shall ensure timely remittance of collected cash and cheques against



MSEDCL energy bills. The performance after every 6 months will be reviewed & if performance is not found satisfactory contract will be terminated by issuing 30 day's notice with penalties as mentioned in penalty clause in addition to forfeiture

2) of S.D. Paid.

3) The Agency will have to maintain the confidentiality of billing information provided by MSEDCL, MUMBAI. Leakage of the same shall be treated as breach of contract.

XXII) JURISDICTION :

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

XXIII) NOTICES :

Any notices, payment or other communication to be given to the Agency under the terms and conditions of the Contract shall be served by sending the same by registered post or delivered by hand at Agency principal place of business.

Any notices, communications given to the MSEDCL under the terms and conditions of the contract shall be served by sending the same by Registered post or delivered by hand at MSEDCL's address where the Agreement is executed.

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

XXIV) FORCE MAJEURE :

Force majeure condition is herein defined as:-

- 1) Natural phenomena, such as floods, draughts, earth-quakes and epidemics.
- 2) Act of any Government Authority, Domestic or Foreign, such as War, Quarantines,



For THE MARGAONKAR STATE ELECTRICITY DISTRIBUTION CO. LTD

Manager (F&A)

Embargoes, Licensing control or production or Power restrictions.

- 3) Accident and disruptions such as fires, explosions, increase in power cut with respect to date of tender opening, break-down of essential machinery or equipments etc.
- 4) Strikes slow down, lockouts continuing for more than three (3) weeks.
- 5) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at (a) to (d) above, provided the supplier produces documentary evidence to show that there were no other alternative sources of supply available to him or if available, the lead time required was likely to be longer than the duration of the force majeure at the normal source of supply.
- 6) Any cause which is beyond the reasonable control of the Agency as the case may be.

XXV) Entire Agreement :

This Agreement constitutes the entire understanding between the parties here to and shall governed the terms / conditions as specified in Bid document.

XXVI) Headings :

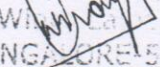
The headings herein are so given for the sake of convenience and easy reference only and they do not in any way govern or interpret the meaning thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first hereinabove mentioned.

THE AGENCY

ADD TECHNOLOGIES (INDIA) LIMITED

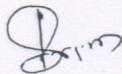
No.16, Apple Road, 3rd Floor,

Signature : 
Name : Mr. William D'Souza

Designation : Vice President-Marketing,
At : Mumbai
Date : 05/03/2012

Witness

Signature :



Name : Mr. K. S. Srinivasa
Designation : Vice President-Operations
At : Mumbai
Date : 05/03/2012

MAHARASHTRA STATE ELECT. DIST. CO. LTD

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO.

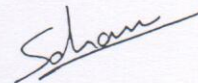
Signature :

Name : Mr. G. Gopal Krishna

Designation : Manager (F&A-CF)
At : Mumbai
Date : 05/03/2012

Witness

Signature :



Name : Mr. Sohan C. Dhamne
Designation : Asst. Manager (F&A)
At : Mumbai
Date : 05/03/2012