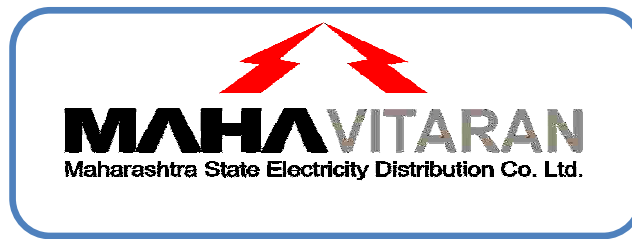


MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.



Request For Proposal

For

Appointment of Distribution Franchisee

For

Nagpur Urban Divisions

(Civil Lines, Mahal and Gandhibag)

Bid Specification No. :- DF- 3/2009-10

[January 2010]

Issued by

Principal Consultant (Distribution Franchise)

Maharashtra State Electricity Distribution Company Ltd.
Prakashgad, Plot No. G-9, Anant Kanekar Marg,
Bandra (E), Mumbai 400 051

**Bid specification for Appointment of Distribution Franchisee for
Nagpur Urban Divisions (Civil Lines, Mahal and Gandhibag)**

This bid document, containing **Request for Proposal** "RFP" along with Exhibits/
Annexure as per index is issued to -

M/s. _____

Notes/ Disclaimer:

1. This document is not transferable.
2. Though adequate care has been taken while preparing and issuing the RFP, the Bidder should satisfy himself that documents are complete in all respects. The bidder is further requested to apply his/her own means to verify all data. MSEDCL shall provide all possible help on request from bidder, to enable the bidder to have access of data at either corporate office or field office. It is also to mention that, no request will be entertained once the bid is submitted by the bidder.
3. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received by this office, from any Bidder within ten days from the date of issue of this document, it shall be considered that the issued document complete in all respects has been received by the Bidder.
4. Neither MSEDCL, nor its employees, advisors accept any liability or responsibility for the accuracy or completeness of, nor make any representation or warranty, express, or implied, with respect to the information contained in the RFP, or on which the RFP is based, or any other information or representations supplied or made in connection with the Selection Process.
5. The RFP is not intended to provide the basis of any investment decision and each prospective Bidder must make its own independent assessment in respect of the Project. No person has been authorised by MSEDCL to give any information or to make any representation not contained in the RFP.

6. Nothing in the RFP should be relied on, as a promise or representation as to the future.
7. MSEDCL or its authorised officers reserve the right, without prior notice, to change the procedure for the identification of the Selected Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project without assigning reasons thereof.
8. Neither MSEDCL nor its employees shall have any liability to any prospective Bidder or any other person under law, equity or contract, or otherwise for any alleged loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in the RFP, any matter deemed to form part of the RFP, the award of the Project, the project information and any other information supplied by or on behalf of MSEDCL or their employees, or otherwise arising in any way from the selection process for the Project.
9. MSEDCL reserves the right to change, modify, add to or alter the Selection Process including inclusion of additional evaluation criteria.
10. MSEDCL reserves the right to change, modify or alter any or all the provisions of this document. Such a change would be intimated to all parties procuring this document.
11. MSEDCL reserves the right to reject any or all of the Bids submitted in response to the RFP at any stage without assigning any reasons whatsoever. MSEDCL also reserves the right to reject any bid that it deems as unreasonable and impracticable.
12. MSEDCL has taken due care and diligence in providing the information in the RFP and the data room to allow bidders to make an informed decision. However, bidders are expected to exercise their own judgment and conduct due diligence on the same. MSEDCL shall not be held responsible for errors or omissions therein.

Confidentiality:

The parties agree that this RFP document is not confidential.

Issued By:

Principal Consultant (Distribution Franchise)

Maharashtra State Electricity Distribution Company Ltd.

Place: Mumbai

Date: January, 2010

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1. DEFINITIONS AND ABBREVIATIONS

Definitions

Act

Shall mean the Indian Electricity Act 2003

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). The unit of ABR is Rs. / Kwh. The same shall be computed as:-

ABR =

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

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:-

$$ARR = \frac{(Total\ Revenue\ Collected - electricity\ duty - tax\ on\ sale\ of\ electricity + Total\ Subsidy\ Amount)}{Total\ Energy\ Input}$$

Base Year

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

Bid

Shall mean the Technical Proposal and Financial Proposal submitted in response to the RFP issued by MSEDCL

Bidder

Shall mean the Bidding Company

Bidding Company

Shall mean a single corporate entity bidding for the Project

Bidding Consortium

Shall mean a group of two or more corporate entities bidding for the Project

Distribution Franchisee/ Franchisee

Shall mean the Successful Bidding Company appointed by MSEDCL to act as an agent of MSEDCL to purchase and distribute electricity in the Franchise Area

Distribution Franchise Agreement "DFA"

Shall mean the agreement to be entered into by the successful bidder and MSEDCL. The Franchise Agreement shall be an agreement for the sale of power by the Licensee to the Distribution Franchisee, for further retail distribution to consumers on behalf of Licensee. However, the Distribution Franchisee shall have right to use the existing distribution network within the designated Distribution Franchise area. The equity of distribution assets shall not be transferred to the appointed Distribution

Franchisee. Under this agreement, franchisor does not render any service to the franchisee

Distribution Assets

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

Distribution Licensee

Shall mean the Maharashtra State Electricity Distribution Company Limited “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 the “Distribution Franchise 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 one calendar days from the date of signing of the DFA

Expiry Date

Shall mean the fifteenth anniversary of the Effective date

Financial Proposal

Shall mean the proposal of the Bidder setting out the Input Rate year wise for all fifteen (15) years against energy injected by MSEDCL at the Inputs Points of the designated Franchise Area (i.e. EHV/ HV Level), and other details as set out in Clause 5.3 of this Document

Franchise Area

Shall mean the area as mentioned in Section 2 of the RFP in respect of which Distribution Franchisee shall act as an agent of MSEDCL

Input Point

Shall mean EHV/HV Substations as specified in Clause 2.3.2 and shall include such other EHV/HV substations or feeders, which may feed energy to the Franchise Area at the Effective date or any time during the term of Agreement

Input Rate

Shall mean Rupees per unit of electricity supplied by MSEDCL at the Input Point, and shall be quoted by the Bidder year wise, which should be either equal or above the given Benchmark rate /or Annualised Input Rate (AIR) for respective year. The highest offer by the selected bidder shall be considered as Input Rate /or Benchmark

Rate /or Annualised Input Rate (AIR) and the same shall be used for all future commercial transaction. It is measured in Rs./ Kwh

Letter of Intent

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

Parties

Shall mean a reference to selected Bidder and MSEDCL collectively and “Party” shall mean an individual reference to either one of them

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 safe, efficient distribution of electricity, operation and maintenance of Distribution Assets, billing and collection of distributed power etc.

Project

Shall mean the purchase and distribution of electricity and related activities in the Franchise Area as a Distribution Franchisee of MSEDCL in accordance with the requirements set forth in the RFP

Request for Proposal “RFP” Document

Shall mean this document, issued to the Bidders seeking Technical and Financial Proposals and the confirmation of acceptance of model DFA

Technical Proposal

Shall mean the proposal of the Bidder setting out details as set forth in Clause 5.2 of this Document

The words used in this document shall carry the same meaning as defined herein. Any word or phrase not defined here shall carry the meaning as is usually connoted in trade parlance or as is defined under the prevalent electricity laws.

Abbreviations

ACSR	:	Aluminium Conductor Steel Reinforced
AMR	:	Automatic Meter Reading
CP	:	Corporate Planning
CPF	:	Contributory Provident Fund
CRORE	:	Number equivalent to 10 million or 100 lakhs
D/B	:	Distribution Box
DF	:	Distribution Franchisee
DFA		Distribution Franchise Agreement
EHV	:	Extra High Voltage
EMD	:	Earnest Money Deposit
EoI	:	Expression of Interest
FA	:	Franchise Area
FY	:	Financial Year
HP	:	Horse Power
HT	:	High Tension
IST	:	Indian Standard Time
IT	:	Information Technology
KM	:	Kilometer
KPI	:	Key Performance Indicator
Kv	:	Kilo Volt
LAKH	:	Number equivalent to hundred thousand
LoI	:	Letter of Intent
LT	:	Low Tension
MCB	:	Miniature Circuit Breaker
MERC	:	Maharashtra Electricity Regulatory Commission
MOU	:	Memorandum of Understanding

MSEB	:	Maharashtra State Electricity Board
MSEDCL	:	Maharashtra State Electricity Distribution Company Limited
MUs	:	Million Units
MW	:	Mega Watt
O & M	:	Operations & Maintenance
PD	:	Permanently Disconnected
RFP	:	Request for Proposal
Rs.	:	Indian Rupees
SCC	:	Service Connection Charge
SD	:	Security Deposit
SLC	:	Service Line Charge
SOP	:	Standard of Performance
STU	:	State Transmission Utility
T&D	:	Transmission & Distribution
T/F	:	Transformer

2. INTRODUCTION

2.1 The Electricity Act 2003

2.1.1 Pursuant to Section 14 of the Electricity Act 2003 (hereinafter referred to as the “Electricity Act”) the Government of Maharashtra by a Notification dated 4th June 2005, (Ref no. Reform 1005/CR 9061/NRG-5) formulated a Transfer Scheme where under Maharashtra State Electricity Board (MSEB) was trifurcated into separate generation, transmission, distribution companies. As per the Transfer Scheme, the Maharashtra State Electricity Distribution Company Limited (MSEDCL) was designated as the Distribution Licensee.

2.1.2 MSEDCL, in an endeavour to improve operational efficiencies and quality of services provided to its consumers, seeks to bring in management expertise through public-private participation, in the distribution of electricity.

2.2 Relevant provision of the Electricity Act

2.2.1 The Electricity Act has opened new avenues for bringing in private participation in the distribution sector.

The proviso 5 to Section 14 of the Electricity Act states that:

“...the Government company or company referred to in sub-section (2) of section 131 of this Act and the company or companies created in pursuance of the Acts specified in the Schedule, shall be deemed to be a licensee under this Act.”

The proviso 7 to Section 14 of the Electricity Act states that:

“...in a case where a distribution licensee proposes to undertake distribution of electricity for a specified area within his area of supply through another person, that person shall not be required to obtain any separate licence from the concerned State Commission and such distribution licensee shall be responsible for distribution of electricity in his area of supply”

2.2.2 Accordingly, a person who undertakes the distribution of electricity for a specified area on behalf of the Distribution Licensee will not be required to obtain any separate license from the concerned State Commission.

2.3 Brief description about the Franchise Area

2.3.1 The Franchise Area shall be the distribution area of Nagpur Urban circle comprises Civil Lines, Mahal and Gandhibag divisions as identified by MSEDCL. This is spread over approximately 400 square kilometers. The geographical location of the Franchise Area is shown in the picture below:



2.3.2 The EHV/ HV substations/ feeders of the Franchise Area as mentioned in Table 3 shall form the Input Points for injection of electricity in the designated Distribution Franchise Area. A brief description of the existing distribution network in the Franchise Area is given herewith. MSEDCL has compiled the technical and revenue information regarding the Franchise Area on a best efforts basis. Interested parties are requested to independently verify the data. MSEDCL shall provide all possible help on request from bidders, to enable them to have access of data at either corporate office or field office. It is also to mention that, no request will be entertained once the bid is submitted by the bidder. MSEDCL shall not be held responsible for errors or omissions therein.

TABLE 1 :- Organisation Structure of Franchise Area

Zone	Circle	Division	Sub Divisions
Nagpur	Nagpur Urban	Civil lines	Civil Lines, MRS and Laksharibag
		Mahal	Nandanwan, Manewada and Tulsibag
		Gandhibag	Itwari, Wardhaman Nagar and Binaki

The distribution infrastructure summary is given below:

TABLE 2 :- Distribution Infrastructure Summary for Franchise Area

Particulars	Unit	Civil lines	Mahal	Gandhibag	Total
33 kV Substations	Nos.	6	5	5	16
11 kV Switching Stations	Nos.	13	9	4	26
33 kV Feeders Total	Nos.	6	7	8	21
33 kV Express Feeders	Nos.	1	0	0	1
11 kV Feeders Total	Nos.	87	67	50	204
11 kV Express Feeders	Nos.	1	0	1	2
33 kV Lines					
Over head Line	Km	26.78	23.93	20.1	70.81
Under Ground	Km	18.46	34.46	38.12	91.04
Total	Km	45.24	58.39	58.22	161.85
11 kV Lines					
Over head Line	Km	212.44	252.99	127.37	592.8
Under Ground	Km	220.67	116.176	74.06	410.906
Total	Km	433.11	369.166	201.43	1003.706
LT Lines					
Over head Line	Km	955.82	1076.47	528	2560.29
Under Ground	Km	232.39	52.33	41.6	326.32
Total	Km	1188.21	1128.8	569.6	2886.61
Poles					
33 kV	Nos.	905	397	341	1643
11 kV	Nos.	5460	5679	3337	14476
LT	Nos.	19120	21520	10560	51200
Total	Nos.	25485	27596	14238	67319

Dist. Transformer Center					
11KV/433 V DTC	Nos.	774	802	592	2168

Table 3: Details of EHV/HV Substations of the Franchise Area (Input Points)

Sr. No	Source	No. Of feeders			
		132 kV	33 kV	11 kV	Total
As on 31st Mar. 09		Civil Lines			
1	132KV Uppalwadi	0	3	0	3
2	132KV Manakapur	0	6	14	20
	TOTAL	0	9	14	23
		Mahal			
1	132KV Pardi	0	4	4	8
2	132kv Besa	0	2	11	13
	TOTAL	0	6	15	21
		Gandhi Bag			
1	132KV PARDI	0	2	8	10
2	132KV Uppalwadi	0	3	0	3
3	132KV Besa	0	1	0	1
	TOTAL	0	6	8	14

List of 33 KV Feeder emanating from EHV Sub-Station, 33/11KV S/STN, T/F Capacity, & list of 11KV Feeders

Sr.No	Name of EHV Sub- Stn.	No. of Fdr.	Name of 33 kv Feeder	Name of 33/11 KV S/Stn	33 / 11 KV T/F		Name of 11KV Feeder	Division Name		
					No	Cap				
1	132 KV Pardi	6	33 KV Medical	Medical	2	20 MVA	11 KV AJANI RAILWAY	MA		
							11 KV MEDICAL TIE	MA		
							11 KV RAMBAG	MA		
							11 KV BABULKHEDA	MA		
							11 KV BHAGWAN NAGAR	MA		
							11 KV MANEWADA	MA		
			33 KV Bhandewadi	33 KV HTC						MA
			33 KV Chinteshwar	Chinteshwar	2	20 MVA	11KV ITWARI	GB		
							11 KV PRABHUSTEEL	GB		
							11 KV HARIHAR MANDIR	GB		
							11 KV CHITAROLI	GB		
							11KV C.A.ROAD	GB		
							11KV GANDHIBAG-I	GB		
							11KV GANDHIBAG-II	GB		
			33 KV Wathoda I 33 KV Wathoda II	Wathoda	2	20 MVA	11KV DAHI BAZAR	GB		
							11 KV INDUSTRIAL	MA		
							11 KV BIG BAZAR	MA		
				Model Mill	2	20 MVA	11 KV SHRIKURSHNA NAGAR	MA		
							11KV Bagadgang II	MA		
							11 KV NEW ENGLISH -UG-1-	MA		
							11 KV SEWASADAN -UG-2-	MA		
							11 KV GANESHPETH	MA		
							11 KV MODEL MILL	MA		
							11 KV Substation Feeder	MA		
			33 KV Wardhaman- Ngr.	Jattorodi	2	20 MVA	11 KV Mahal - I	MA		
							11 KV UNTKHANA	MA		
				Wardhaman-Ngr	2	20 MVA	11 KV SUB-STATION FEEDER	MA		
							11 KV WNAGAR	GB		
							11 KV KAWARAPETH	GB		
							11 KV SAWMILL	GB		
							11 KV SARDA TRANSPORT	GB		
							11 KV S.F.A-I	GB		
							11 KV S.F.A-II	GB		

2	132 KV Mankapur	6	33 KV Gorewada Amt.Rd.	Gorewada	2	20 MVA	11KV STN.TRANSFORMER	GB
							11KV NEW WATER WORKS	CL
							11KV WWK I(OLD 'G'WADA)	CL
							11KV WATER WORKS II	CL
							11KV WADI	CL
							11KV DINSHAW	CL
			33 KV M.R.S.U/G I	MRS	3	30 MVA	11KV PENCH III	CL
							11KV MOHAN NAGAR	CL
							11KV GOVIND BHAVAN I	CL
							11KV GOVIND BHAVAN II	CL
							11KV AFO I	CL
							11KV AFO II	CL
			33 KV M.R.S.O/H Ckt.III	Bijalee-Ngr	2	20 MVA	11KV SADAR	CL
							11KV POONAM CHAMBER	CL
							11KV LINK ROAD	CL
							11KV BEZONBAG	CL
							11KV KINGSWAY	CL
							11KV STATION FEEDER	CL
			33 KV Bijalee- Nagar	Nara	3	30 MVA	11KV HIGH COURT	CL
							11KV SADAR	CL
							11KV DHARAMPETH	CL
							11KV IBM	CL
							11KV RAMGIRI	CL
							11KV KATOL ROAD	CL
							11KV STATION FEEDER	CL
							11KV NEW RBI	CL
							11KV UDYOG BHAVAN	CL
							11KV INDORA	CL
							11KV RING ROAD	CL
							11 KV SAW MILL	CL
1 KV VAISHALI NAGAR	CL							
11KV KAMAL CHOWK	CL							
11 KV BHIM CHOWK	CL							
11 KV STATION FEEDER	CL							
33 KV Nara Kalmana	Ambedkar Ngr	1	10 MVA	11 KV PWS	CL			
				11KV M. G. SCHOOL	CL			
				11KV PARVATI TOWER	CL			
				11KV BARSEGHAT	CL			
33 KV Vayusena	33 KV HTC						CL	
3	132 KV Besa	3	33 KV Sutgirani I	Sutgirani	2	30 MVA	11 KV UMRED ROAD	MA
							11 KV Sakardhara	MA
			33 KV				11 KV S T Stand	MA
							11 KV NEW SUBHEDAR	MA
							11 KV TAJBAG	MA

4	132 KV Uppalwadi	6	Sutgirani II		1	10 MVA	11 KV SHRIKRISHNA NAGAR	MA	
			11 KV STN TMER				MA		
			11 KV SHARDA CHOWK				MA		
			33 KV Kalamana	Kalamana	3	30 MVA	11 KV BINAKI	GB	
							11 KV SURYANAGAR	GB	
							11 KV SHANTINAGAR	GB	
							11 KV CHIKHALI LAYOUT	GB	
							11KV DIPTI SIGNAL	GB	
							11 KV APMC	GB	
							11 KV KALAMNA VILLAGE	GB	
							33 KV Nara	Feeding to Nara S/Stn	
			33KV Binaki	Binaki	1	10 MVA	11 KV LAL GANJ	GB	
							11 KV MEHANDIBAG	GB	
							11 KV TANDAPETH	GB	
							11 KV KINKHEDE LAYOUT	GB	
			33 KV Transformer No.I	Uppalwadi	1	10 MVA	11 KV WANJARA	CL	
							11 KV UPPALWADI	CL	
			33 KV Transformer No.II	Uppalwadi	1	10 MVA	11KV KAMPTREE ROAD	CL	
							11 KV NARI VILLAGE	CL	
			33 KV Meyo	Meyo	2	20 MVA	11 KV CHANDRALOK	GB	
							11KV OLD STN. X'MER	GB	
							11 KV ANSAR NAGAR	GB	
11KV STATION X'MER	GB								
11 KV MEYO	GB								
11KV GOLIBAR/MOMINPURA	GB								
4	21		16	34	340	99	102		

List of 11Kv feeder Emanating from EHV S/Stn & linked 11KV Switching Stations

Name of EHV S/Stn	11KV FEEDER/INCOMMER	Name of 11KV Switching Station	Name of Feeder	Division Name
132 KV MANKAPUR	11KV Koradi Road			CL
	Incommer 11KV Dharampeth	Dharampeth	11KV GPO	CL
			11KV STATION FEEDER I	CL
			11KV STATION FEEDER II	CL
			11KV DESHPANDE	CL
			11KV THAPAR HOUSE	CL
			11KV BHAGWAGHAR	CL
			11KV MLA	CL

	Incommer 11KV Seminary Hill's	Katol Road	11KV STATION FEEDER	CL
			11KV KATOL ROAD O/G	CL
			11KV BIJLEE NAGAR (SOILSURVEY)	CL
			11KV O/G RAMGIRI	CL
		SEMINARY HILLS	11KV STATION FEEDER	CL
			11KV MILKSCHEME	CL
			11KV KATOL ROAD O/G	CL
			11KV SFS	CL
			11KV TELANGKHEDI	CL
			11KV CPWD	CL
			11KV MECL	CL
	11 KV Mental			CL
	11KV Wayusena			CL
	11 KV Urban V			CL
	11 KV Jaripatka			CL
	11 KV WCL			CL
	Incommer 11 KV Kamptee Rd I	Kamptee Road	11KV YASHODHARA	CL
			11KV BINAKI	CL
	11KV LASHKARIBAG		CL	
	11KV TEKA		CL	
	Incommer 11 KV Kamptee Rd II		11KV STATION T/F	CL
	11KV Zaffer Ngr			CL
	11 KV Godhni Rly			CL
	11 KV Gorewada I			CL
	11 KV Gorewada II			CL
132Kv Pardi	Incommer 11 KV Pardi-I	Wahtoda	11 KV Manewada II	MA
			11 KV HIWARI	MA
			11 KV MAHALGOAN	MA
	Incommer 11 KV Pardi-II		11 KV MODEL MILL	MA
			11 KV S/STN XMER	MA
			11 KV Bagadganj-I	MA
132Kv Besa	11KV Taj-bag			MA
	Incommer 11 KV Baidyanath-I	ST Stand	11 KV NAVBHARAT	MA
			11 KV CENTRAIL RAILWAY (OH1)	MA
			11 KV SANTRA MARKET	MA
	Incommer 11 KV Baidyanath-II		11 KV SUBHASH ROAD	MA
			11 KV GHAT ROAD	MA
			11 KV GREAT NAG RAD	MA
	11 KV Hudkeshwar I			MA

132Kv Pardi	Incommer 11 KV	Manewada	11 KV MANEWADA	MA
	Incommer 11 KV		11 KV GREAT NAG ROAD	MA
	Incommer 11 KV		11 KV S/STN XMER	MA
	Incommer 11 KV		11 KV ESI FEEDER	MA
	Incommer 11 KV	Vinkar	11 KV NARENDRA NAGAR	MA
	Incommer 11 KV		11 KV Hudkeshwar	MA
	Incommer 11 KV		11 KV SHATABDI	MA
	Manewada-Chatrapati Manewada		11 KV New Subhedar	MA
	Manewada-Chatrapati Manewada		11 KV Dighori	MA
	Manewada-Chatrapati Manewada		11 KV Rajesh casting	GB
	Incommer 11 KV Subhan Nagar-I	Subhan Nagar	11KV GULMOHAR NAGAR	GB
	Incommer 11 KV Subhan Nagar-I		11KV STN.TRANSFORMER	GB
	Incommer 11 KV Subhan Nagar-I		11KV HB TOWN	GB
	Incommer 11 KV Subhan Nagar-II		11KV BHAVANI NAGAR	GB
	Incommer 11 KV Subhan Nagar-II		11KV GOMTI	GB
	Incommer 11 KV Bhandara Road-II	Itwari	11KV SONBA NAGAR	GB
	Incommer 11 KV Bhandara Road-II		11 KV MASKASATH	GB
	Incommer 11 KV Bhandara Road-II		11KV STN X'MER 1 & 2	GB
	Incommer 11 KV Bhandara Road-II		11KV REPUBLIC	GB
	Incommer 11 KV Bhandara Road-II		11 KV Bhandara Road-III Exp	GB
	Incommer 11 KV Bhandara Road-II		11 KV Bhandara Road-4	GB
	Incommer 11 KV Bhandara Road-II		11 KV NMS	GB
4	33	10	51	69

List of 11Kv feeder Emanating from EHV S/Stn & linked 11KV Switching Stations

Incommer	Name of Switching Stn.	Name of Feeder	Division Name
INCOMMER from 33/11KV Kalamna S/stn	11 KV SHNATINAGR	11 KV VHB	GB DN
		11 KV DAHI BAZAR	GB DN
		11 KV BINAKI	GB DN
		11 KV STN. TRANSFORMER	GB DN
INCOMMER-I & II Gandhibag-II from 33/11KV Chinteshwar S/stn.	11 KV G'BAG GARDEN	11 KV LAL IMLI	GB DN
		11 KV GOLIBAR	GB DN
		11 KV WHOLESALE	GB DN
		11KV STN. X'MER	GB DN
		11 KV SOKTA BHAVAN	GB DN
INCOMMER from 33 & 11 KV Wathoda S/Stn.	11 KV BAGADGANJ	11 KV HIWARI	MA DN
		11 KV MAHAL I	MA DN
		11 KV SHUKRAWARI	MA DN
		11 KV C A ROAD	MA DN
		11 KV MAHAL II	MA DN
		11 KV K.D.K.	MA DN
INCOMMER from 11KV Wathoda & old Bagadganj	11 KV Juni Shukrawari	11 KV S/STN Feeder	MA DN
		11 KV S/STN Feeder	MA DN
		11 KV Mahal	MA DN
INCOMMER from 33 KV Model Mill & 11 KV Juni Shukarwari S/Stn.	11 KV Mahal	11 KV S/S X'mer	MA DN
		11 KV Chitnis Park	MA DN
		11 KV Gandhibag	MA DN
INCOMMER from 33 KV Model Mill S/Stn.	11 KV Empress Mill	11 KV Empress city	MA DN
INCOMMER from 33 KV Sutgirni & 11KV Wathoda S/Stn.	11 KV Umred Road	11 KV Ayurvadic College	MA DN
		11 KV OLD BAGADGANJ	MA DN
		11 KV SUBSTN X'MER	MA DN
		11 KV Raghuji Nagar	MA DN
INCOMER I from 33 KV AMRAVATI RD	11 KV RAVI NAGAR	11KV STATION T/F	CL DN
		11KV RAVI NAGAR O/H	CL DN
		11KV MLA	CL DN

INCOMER I from 11 KV Dharmpeth S/S	11 KV GPO	11KV SINCHAN BHAVAN	CL DN
		11KV INDIAN BUILDER	CL DN
		11KV STATION I	CL DN
		11KV STATION II	CL DN
INCOMER from 11 KV AFO S/S	11 KV VIDHAN BHAVAN	11KV GPP	CL DN
		11KV BHARTIYA VIDYA BHAVAN	CL DN
INCOMER from 33 KV Bijlee Ngr S/S	11 KV DAGPT	11KV IRRIGATION	CL DN
		11KV DAGPT	CL DN
		11KV DISTRICT COURT	CL DN
		11KVGPO	CL DN
		11KV AAKASHWANI	CL DN
INCOMER from 33 KV MRS S/S	11 KV SE RAILWAY	11KV KHALASI LINE	CL DN
		11KV SE RAILWAY	CL DN
INCOMER from 11 KV S E Railway S/S	11 KV SBI	11KV STATE BANK	CL DN
		11KV STATION	CL DN
INCOMER from 33 KV Bijlee Ngr S/S	11 KV SADAR	11KV ANJUMAN	CL DN
		11KV GANGA KAVERI	CL DN
		11KV STATION	CL DN
INCOMER I & II from 33 KV MRS S/S	11 KV AFO	11KV VIDHAN BHAVAN	CL DN
		11KV RBI	CL DN
		11KV KAMPTEE RD	CL DN
		11KV CIVIL LINES	CL DN
INCOMER I & II from 33 KV MRS S/S	11 KV GOVIND BHAVAN	11KV CLARK TOWN	CL DN
		11KV STATION FEEDER	CL DN
		11KV MAYO (FOR GB DN)	CL DN
		11KV NOGA	CL DN
		11KV SE RAILWAY	CL DN
	16	56	

The schematic diagram of the input feeders of the Franchise Area is attached as Annexure A.

The distribution losses of the divisions are given below

Table 4: Details of Distribution Losses of the Franchise Area

Dist. Loss (%)		2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
Civil Lines	(HT+LT)	42.39%	43.07%	42.67%	38.64%	35.27%	29.42%
Mahal		41.90%	44.40%	42.23%	38.22%	33.00%	31.48%
Gandhi bag		48.42%	48.41%	48.21%	45.34%	40.64%	36.01%
TOTAL		43.69%	44.86%	43.89%	40.14%	35.76%	31.77%

Table 5: Details of Collection Efficiency of the Franchise Area

The collection efficiency levels of the division (inclusive of arrears) are as under:

Coll. Efficiency (%)		2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
Civil Lines	(HT+LT)	99.69%	98.58%	104.98%	100.71%	100.13%	99.65%
Mahal		100.79%	103.15%	107.96%	100.61%	101.13%	97.74%
Gandhi bag		107.43%	101.28%	105.30%	102.27%	102.00%	99.36%
TOTAL		101.84%	100.86%	106.12%	101.04%	100.91%	98.91%

Historical data related to energy input at Input Point and revenue billed (metered sale) revenue collected (inclusive of arrears) and subsidy amount is given herewith.

Table 6: Energy and Revenue data of Nagpur (U) Civil Lines

<i>Base Year 2008-09</i>	CIVIL LINES URBAN DIVISION					
Year	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
Energy Received (I/p Mus)	379.29	397.84	406.27	413.02	430.25	421.51
Energy Billed (Sales Mus)	218.51	226.51	232.93	253.44	278.49	297.51
** Revenue Billed (Dem. Rs Cr.) to consumers	82.95	84.58	91.65	115.74	123.65	141.22
Subsidy (Rev. Demanded from GoM in Rs.Cr.)	0	0	0	0	0.22	0.29
Total Demand (Rs.Cr.)	82.95	84.58	91.65	115.74	123.87	141.51
Revenue Collected (Rs. Cr.) from consumers	82.69	83.38	96.21	116.56	123.81	140.72
Subsidy received from GoM (Rs. Cr.)	0	0	0		0.22	0.29
Total Revenue Collection (Rs. Cr.)	82.69	83.38	96.21	116.56	124.03	141.01
** Revenue billed and Revenue Collection from consumers are inclusive of all Taxes,duties and other charges						

Table 7: Energy and Revenue data of Nagpur (U) Mahal

<i>Base Year 2008-09</i>	MAHAL URBAN DIVISION					
Year	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
Energy Received (I/p Mus)	353.36	367.26	365.4	377.37	394.14	407.29
Energy Billed (Sales Mus)	205.29	204.20	211.08	233.14	264.08	279.09
** Revenue Billed (Dem. Rs Cr.) to consumers	74.73	75.29	80.77	103.18	102.7	118.65
Subsidy (Rev. Demanded from GoM in Rs.Cr.)	0	0	0	0	0.01	0.01
Total Demand (Rs.Cr.)	74.73	75.29	80.77	103.18	102.71	118.66
Revenue Collected (Rs. Cr.) from consumers	75.32	77.66	87.2	103.81	103.86	115.97
Subsidy received from GoM (Rs. Cr.)	0	0	0	0	0.01	0.01
Total Revenue Collection (Rs. Cr.)	75.32	77.66	87.2	103.81	103.87	115.98

** Revenue billed and Revenue Collection from consumers is inclusive of all Taxes, duties and other charges

Table 8: Energy and Revenue data of Nagpur (U) Gandhibag

<i>Base Year 2008-09</i>	GANDHIBAG URBAN					
Year	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
Energy Received (I/p Mus)	237.96	249.88	256.19	259.34	266.10	261.00
Energy Billed (Sales Mus)	122.73	128.92	132.68	141.75	157.95	167.00
** Revenue Billed (Dem. Rs Cr.) to consumers	46.01	50.67	53.95	66.91	66.75	76.54
Subsidy (Rev. Demanded from GoM in Rs.Cr.)	0	0	0	0	0.39	0.28
Total Demand (Rs.Cr.)	46.01	50.67	53.95	66.91	67.14	76.82
Revenue Collected (Rs. Cr.) from consumers	49.43	51.32	56.81	68.43	68.09	76.05
Subsidy received from GoM (Rs. Cr.)	0	0	0	0	0.39	0.28
Total Revenue Collection (Rs. Cr.)	49.43	51.32	56.81	68.43	68.48	76.33

** Revenue billed and Revenue Collection from consumers is inclusive of all Taxes, duties and other charges

Table 9: Energy and Revenue data of Nagpur (U) overall designated DF area

<i>Base Year 2008-09</i>	OVERALL					
Year	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
Energy Received (I/p Mus)	970.61	1014.98	1027.86	1049.73	1090.49	1089.80
Energy Billed (Sales Mus)	546.53	559.63	576.69	628.33	700.52	743.6
** Revenue Billed (Dem. Rs Cr.) to consumers	203.69	210.54	226.37	285.83	293.1	336.41
Subsidy (Rev. Demanded from GoM in Rs.Cr.)	0	0	0	0	0.62	0.58
Total Demand (Rs.Cr.)	203.69	210.54	226.37	285.83	293.72	336.99
Revenue Collected (Rs. Cr.) from consumers	207.44	212.36	240.22	288.8	295.76	332.74
Subsidy received from GoM (Rs. Cr.)	0	0	0	0	0.62	0.58
Total Revenue Collection (Rs. Cr.)	207.44	212.36	240.22	288.8	296.38	333.32

**** Revenue billed and Revenue Collection from consumers is inclusive of all Taxes, duties and other charges**

The provisional Base Year (2008-09) Average Billing Rate (ABR) and Average Revenue Realisation (ARR) of Nagpur Urban Distribution Divisions – Civil Lines, Mahal and Gandhibag (Bundled together) are as follows:-

Nagpur designated DF area	ABR	ARR
In Rs. Kwh	4.27	2.89

N.B.- The above figures are based on Trial Balance and IT report of B.Y. 2008-09 and the figures are subjected to audit by the Independent Auditors post taking over by the Distribution Franchisee. The bidder is requested to verify the data at his/ her own end before submission of bids. MSEDCL shall not be held responsible for errors or omissions therein. Independent Auditor's report shall be binding on both MSEDCL and Distribution Franchisee.

Information on Energy, demand and collection for the Franchise Area is submitted below:

Table 10: Summary Wise Information of Nagpur (U) Civil Lines

<i>Base Year 2008-09</i>	CIVIL LINES						
Total (HT plus LT)	Unit	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
Input	Mus	379.29	397.84	406.27	413.02	430.25	421.51
Metered Sale	Mus	218.51	226.51	232.93	253.44	278.49	297.51
Dist. Losses	%	42.39	43.07	42.67	38.64	35.27	29.42
Demand	Rs. Cr.	82.95	84.58	91.65	115.74	123.87	141.51
Collection	Rs. Cr.	82.69	83.38	96.21	116.56	124.03	141.01
Coll.Efficiency	%	99.69	98.58	104.98	100.71	100.13	99.65

Table 11: Summary Wise Information of Nagpur (U) Mahal

<i>Base Year 2008-09</i>	MAHAL						
Total (HT plus LT)	Unit	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
Input	Mus	353.36	367.26	365.40	377.38	394.15	407.30
Metered Sale	Mus	205.29	204.20	211.08	233.14	264.08	279.09
Dist. Losses	%	41.90	44.40	42.23	38.22	33.00	31.48
Demand	Rs. Cr.	74.73	75.29	80.77	103.18	102.71	118.66
Collection	Rs. Cr.	75.32	77.66	87.20	103.81	103.87	115.98
Coll.Efficiency	%	100.79	103.15	107.96	100.61	101.13	97.74

Table 12: Summary Wise Information of Nagpur (U) Gandhibag

<i>Base Year 2008-09</i>	GANDHIBAG						
Total (HT plus LT)	Unit	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
Input	Mus	237.96	249.88	256.19	259.34	266.10	261.00
Metered Sale	Mus	122.73	128.92	132.68	141.75	157.95	167.00
Dist. Losses	%	48.42	48.41	48.21	45.34	40.64	36.01
Demand	Rs. Cr.	46.01	50.67	53.95	66.91	67.14	76.82
Collection	Rs. Cr.	49.43	51.32	56.81	68.43	68.48	76.33
Coll.Efficiency	%	107.43	101.28	105.30	102.27	102.00	99.36

Table 13: Summary Wise Information of Nagpur (U) Overall designated DF area

Base Year 2008-09		OVERALL DF AREA					
Total (HT plus LT)	Unit	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
Input	Mus	970.61	1014.98	1027.86	1049.73	1090.49	1089.80
Metered Sale	Mus	546.53	559.63	576.69	628.33	700.52	743.60
Dist. Losses	%	43.69	44.86	43.89	40.14	35.76	31.77
Demand	Rs. Cr.	203.69	210.54	226.37	285.83	293.72	336.99
Collection	Rs. Cr.	207.44	212.86	240.22	288.80	296.38	333.32
Coll.Efficiency	%	101.84	100.86	106.12	101.04	100.91	98.91

The Franchise Area had 3,47,743 consumers as on March 31, 2009. Category wise breakup of the consumers and connected load is given underneath:

Table 14: Category wise breakup of the consumers and connected load of Distribution Franchise area

As on 31st Mar.09		CIVIL LINES URBAN		MAHAL DIVISION			GANDHIBAG DIVISION		
Category	No. of Consumers	Connected Load (KVA)	Connected Load (HP)	No. of Consumers	Connected Load (KVA)	Connected Load (HP)	No. of Consumers	Connected Load (KVA)	Connected Load (HP)
BPL Residential	81	8.10	10.86	103	10.30	13.81	37	3.70	4.96
Residential	100590	103608	138885	137877	97769	131057	64205	48224	64643
Commercial	9805	27322	36625	15367	23393	31358	13047	18398	24662
Industrial	1231	17468.19	23415.80	1640	21309.34	28564.80	1841	39673.97	53182
Hoarding - Advt.	27	60.10	80.56	24	59.80	80.16	18	29.20	39.14
PWW Urban	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00
PWWR metered	5	66.00	88.47	172	519.74	696.70	118	403.50	540.88
Agriculture flat	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00
Agri. metered	41	139.07	186.42	15	71.00	95.17	62	273.00	365.95
St. Light Gram/CL-C	0	0.00	0.00	9	133.70	179.22	0	0.00	0.00
St. Light Corp.	382	3264.70	4376.27	469	5502.30	7375.74	206	2389.20	3202.68
Temp. Supply	68	447.50	599.87	97	379.30	508.45	12	81.40	109.12
HT	109	48352.50	64815.68	47	19763.00	26491.96	38	13678.00	18335.1
TOTAL:	112339	200736	269084	155820	168910	226421	79584	123153	165085

Table 15: Arrears of Permanently Disconnected Consumers

As on 31st Mar.09	CIVIL LINE DIVISION		GANDHIBAG DIVISION		MAHAL DIVISION	
Category	No. of consumers	Arrears (Rs. Lakhs)	No. of consumers	Arrears (Rs. Lakhs)	No. of consumers	Arrears (Rs. Lakhs)
		Total		Total		Total
LT						
Domestic	17815	825	14289	893	17014	716
Commercial	5434	314	7622	603	6692	303
Industrial	990	78	1623	222	1415	139
Street Light	17	4	9	0	18	6
Agriculture	127	3	127	28	97	3
PWW	4	0	43	0	98	0
Other	0	0	0	0	0	0
Total	24387	1224	23713	1746	25334	1167
HT						
Industrial	14	3	28	13	24	684
Grand Total	24401	1227	23741	1759	25358	1851

Table 16: Arrears of Current Live Consumers

As on 31st Mar.09	CIVIL LINE DIVISION		GANDHI BAG DIVISION		MAHAL DIVISION	
Category	No. of consumers	Arrears (Rs. Lakhs)	No. of consumers	Arrears (Rs. Lakhs)	No. of consumers	Arrears (Rs. Lakhs)
		Total		Total		Total
LT						
Domestic	30391	244	16012	131.24	28154	165.66
Commercial	3278	66.93	3262	41.37	4065	57.13
Industrial	373	27.51	300	41.32	347	21.77
Street Light	370	276.02	64	295.55	288	230.84
Agriculture	9	-0.08	18	0.98	5	0.02
PWW	3	4.02	0	0.13	50	0.27
Other	0	11.06	0	511	0	832.43
Total	34424	629.46	19656	512.29	32909	1308.12
HT						
Industrial	7	-1.04	0	35.66	3	8.17
Grand Total	34431	628.42	19656	547.95	32912	1316.29

Additional information on the Franchise Area can be found in the data room that shall be arranged by MSEDCL

2.4 Objectives of the Project

2.4.1 MSEDCL's objective of appointing a Distribution Franchisee in the Franchise Area are:

- 2.4.1.1 To minimise aggregate Distribution and commercial losses
- 2.4.1.2 To bring improvement in Metering, Billing and Revenue Collection
- 2.4.1.3 To minimise Current Assets on account of arrears
- 2.4.1.4 To enhance customer satisfaction level by improving quality of service
- 2.4.1.5 To achieve the effective demand side energy management

2.4.2 The selection of interested parties shall be through a transparent bidding process.

3.PROJECT DESCRIPTION

3.1 Salient Features of the Project

- 3.1.1 The project encompasses all the activities relating to purchase and distribution of power to the existing/ future consumers in the Distribution Franchise Area, maintenance of the Distribution Assets and all related activities subject to the terms and conditions as stipulated from time to time by MSEDCL, MERC and Govt.

3.2 Brief Roles and Responsibilities of Distribution Franchisee

- 3.2.1 Undertaking all the liabilities and obligations of the Distribution Licensee in the Franchise Area as stipulated in Electricity Act, 2003 and corresponding regulations as if they were to apply to the Distribution Franchisee.
- 3.2.2 Discharging all duties and responsibilities on behalf of MSEDCL as per the terms and conditions of the Licence, the status accorded by the statutory regulation by proviso 5 of section 14 of Electricity Act 2003.
- 3.2.3 Undertaking any other activity as may be notified from time to time by MERC/ Govt. to Distribution Licensee.
- 3.2.4 Complying with all the directives issued from time to time by MERC, MSEDCL and GoM / GoI.
- 3.2.5 Undertaking the distribution and supply of power to the consumers of MSEDCL in the designated Distribution Franchise Area.
- 3.2.6 Undertaking all Operations and Maintenance related activities in the designated Distribution Franchise Area.
- 3.2.7 Maintaining the existing distribution network and replacing failed distribution transformers and defective meters within the prescribed time frame as per MERC SOP/ directive as amended from time to time, including repair of the same.
- 3.2.8 Administering and maintaining the ongoing contracts, if required by Distribution Franchisee, entered into by MSEDCL. Alternatively, Distribution Franchisee may cancel the ongoing contract as per the terms and conditions of the contracts entered into by MSEDCL, with the exception of contracts for capital expenditure. Any cancellation of ongoing contracts would require written consent from MSEDCL.
- 3.2.9 Undertaking reading of meters, generating of bills, distribution of the same and payment collection from the consumers in the Franchise

Area, as per the retail tariff structure determined by MERC from time to time and abiding by the Conditions of Supply laid down under the license conditions thereof.

- 3.2.10 Making payments to MSEDCL as per the terms and conditions of the Distribution Franchise Agreement.
- 3.2.11 Collection of MSEDCL's outstanding arrears as an agent of MSEDCL, and remittance of the same as per the terms and conditions of the DFA.
- 3.2.12 Establishing a Consumer Service Centre (CSC) as per MSEDCL's specifications for handling all type of consumer complaints.
- 3.2.13 Preliminary redressal of Commercial Complaints such as those relating to security deposit, change of load category, interest, arrears, penalty, etc. and Billing Complaints in accordance with MERC regulations. 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
- 3.2.14 Allotting new connections and carrying out all necessary activities for release of the same as per applicable Law.
- 3.2.15 Maintaining consumer database and billing records as per the format prescribed by MSEDCL.
- 3.2.16 Generating Management Information System (MIS) periodically and monitoring reports in prescribed formats and online communication of the same to MSEDCL.
- 3.2.17 Installing metering devices and carrying out energy audit on monthly basis.
- 3.2.18 Carrying out periodical demand estimation / load forecasting and apprising MSEDCL of the same.
- 3.2.19 Maintaining rolling stock of transformers and other necessary material as per the norms prescribed by MSEDCL.
- 3.2.20 Upgrading, renovating and maintaining the existing distribution network/ systems/ assets as per Prudent Utility Practices and the standards that may be prescribed by MERC.
- 3.2.21 Initiating necessary action, in accordance with the Electricity Act, to prevent the theft of power, tampering with energy meters and damaging public lamps, theft of electric lines and material etc. including the proceedings under Section 126 of the Electricity Act 2003, although the Distribution Franchisee shall not be responsible for

the operations and maintenance of street lights in the proposed Franchise Area.

- 3.2.22 Paying wheeling charges to MSEDCL in case power is brought into the Franchise Area by purchasing the same from sources other than MSEDCL with the approval of MERC through MSEDCL as per provision of Electricity Act 2003
- 3.2.23 Supplying electricity to all categories of consumers in the Franchise Area including HT/ LT and temporary connections.
- 3.2.24 If there is any dedicated feeder 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. Such feeders can be identified by the joint audit team while fulfilling the conditions precedent post taking over.

3.3 Support to be given by MSEDCL

- 3.3.1 MSEDCL shall supply the power at Input Points as per its aggregated power supply and load shedding schedule planned periodically, based on directives issued by MERC on load shedding and availability of EHV transmission capacity at Input Points.
- 3.3.2 MSEDCL shall communicate to DF any shortfall or inability to supply the scheduled power requirements of the DF.
- 3.3.3 MSEDCL shall carry out the meter reading jointly with DF on a monthly basis at input point of the Franchise Area.
- 3.3.4 At no circumstances MSEDCL shall draw energy from any point/ feeder/transformer of designated Distribution Franchise area or its earmarked distribution network.

3.4 Term of Franchisee

- 3.4.1 The term of the Distribution Franchisee shall be for a period of fifteen years from the Effective Date.

3.5 Distribution Franchise Agreement "DFA"

- 3.5.1 An agreement to be entered into by the successful bidder and MSEDCL. The Franchise Agreement shall be an agreement for the sale of power by the Licensee to the Distribution Franchisee, for further retail distribution to consumers on behalf of Licensee. However, the Distribution Franchisee shall have right to use the existing distribution network within the designated Distribution Franchise area. The equity of distribution assets shall not be transferred to the appointed Distribution Franchisee. Under this agreement, franchisor does not

render any service to the franchise. The DFA has been annexed herewith and marked as Annexure B. However, MSEDCL reserves the right to make any changes to the Agreement in Annexure B before the DFA is signed by the Parties. In case of any contradictions, the DFA shall override the RFP.

- 3.5.2 The bidder must submit accepted model DFA, including all annexures signed and stamped on all pages. No negotiations on the same shall be allowed, once such an accepted DFA is submitted.

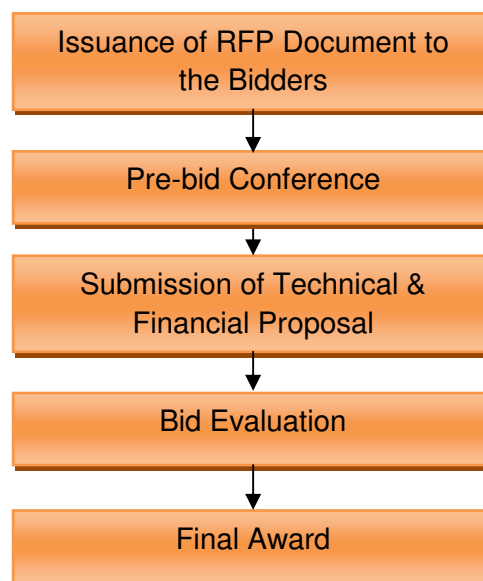
4. SELECTION PROCESS

4.1 Bidding Process

4.1.1 The bidding process would mainly consist of the following stages:

- 4.1.1.1 Issuance of RFP document
- 4.1.1.2 Pre- Bid Conference
- 4.1.1.3 Submission of the Technical and Financial Proposal
- 4.1.1.4 Bid Evaluation and Award of Contract

4.1.2 A diagrammatic representation of the bidding process is as shown below;



4.1.3 MSEDCL shall issue the RFP document to all the interested bidders. The bidding process shall be deemed to commence from the time of issue of the RFP document. The purpose of this RFP is to provide Bidders with information regarding the proposed franchisee arrangement in order to assist them in formulation of their Bids.

4.1.4 A Pre-Bid Conference shall be held by MSEDCL on the date as indicated in the Time Table as per Clause 6.7. The purpose of which shall be to address the concerns of the bidders with respect to RFP.

4.1.5 The bidders shall submit a Technical and Financial Proposal along with signed and stamped on each page of model DFA as confirmation of

acceptance, in response to the RFP document on the date as indicated in the Time Table mentioned in Clause 6.7

- 4.1.6 As a part of the selection process, Technical Proposal submitted by interested Bidders in response to RFP, shall be evaluated based on the methodology and evaluation criteria as detailed in the RFP. The Bidders are required to submit their Technical Proposal in the formats placed as Exhibits 1 to 3 and Exhibits 6 to 9 of this document.
- 4.1.7 Financial Proposal of Technically qualified bidders shall be evaluated based on the methodology and evaluation criteria as detailed in this bid document. The information required to be provided by the Bidders submitting their Financial Proposal is placed as Exhibits 4 and 5 of this document.
- 4.1.8 The final award of the Project shall be made by MSEDCL to the Bidder short-listed as successful bidder, after evaluation of the Financial Proposal. LoI shall be issued to the Successful bidder accordingly.
- 4.1.9 In the event of two or more Bidders found equal after evaluation of Financial Proposal, then MSEDCL reserves the right to select and declare any of such Bidders as the selected Bidder or take any such measure as may be deemed fit in its sole discretion including annulment of the bidding process.
- 4.1.10 The selected Bidder shall be issued the Letter of Intent (LoI) by MSEDCL, which must be accepted by the Selected Bidder within 15 calendar days from the date of issue of LoI. The selected bidder (i.e. DF) shall issue acceptance of LoI in writing along with Bank Guarantee (BG) for an amount equivalent to one month estimated amount (Rupees 23 Crores approx.) payable to MSEDCL by DF based on the monthly average of energy input at input points in franchise area of the base year (2008-09). The validity of the Bank Guarantee (BG) should be up to one hundred and thirty five (135) calendar days from the acceptance of LoI.

5.EVALUATION

5.1 Responsiveness

5.1.1 The bids submitted by Bidders shall be initially examined to establish “Responsiveness”. A Bid may be deemed “Non-Responsive” if it does not satisfy any of the following conditions:

- 5.1.1.1 It is not received by the due date and time specified in the RFP. MSEDCL does not take any responsibility for postal/ other delays in receiving the required documents by the due date and time.
- 5.1.1.2 It does not include sufficient information for it to be evaluated and/ or it does not comply strictly with the formats specified.
- 5.1.1.3 It is not signed and/ or sealed in the manner and to the extent indicated in this RFP.
- 5.1.1.4 It is not accompanied by the original purchase fee receipt of Rupees Two lakhs (Rs. 2,00,000/-) for tender document.
- 5.1.1.5 It is not accompanied by a valid Earnest Money Deposit of Rupees One crore (Rs. 1,00,00,000/-)
- 5.1.1.6 The bidder seeks deviations on the DFA.
- 5.1.1.7 It is not accompanied by the model DFA signed and accepted by the bidder.
- 5.1.1.8 If the bid is not accompanied by a proposed network roll-out plan as stated in the Distribution Franchise Agreement.
- 5.1.1.9 If the bid is not accompanied by the Information requirement as laid down in Exhibit 3 (Qualification Requirement) of the RFP
- 5.1.1.10 If the response does not contain the applicable Power of Attorney as laid down in Exhibit 6 of the RFP
- 5.1.1.11 If the bid is not accompanied by a Certificate of Bidding Above Benchmark Input Rate as laid down in Exhibit 7 of the RFP
- 5.1.1.12 If the bid is not accompanied by a Chartered Accountant’s Certificate as laid down in Exhibit 8 of the RFP certifying that the bidding company satisfies all the qualification criteria as required in the RFP

- 5.1.1.13 If the validity of the bid is less than six months form the last date of submission of the bids.

5.2 Technical Proposal

The objective of Technical Proposal evaluation is to select Bidders with:

- 5.2.1 The experience and track record to undertake the distribution of electricity and related activities in the Franchise Area
- 5.2.2 The financial capability to undertake O&M and other required expenditure to perform its obligation under DFA
- 5.2.3 The ability to implement the proposed network roll-out plan of the Bidder for the Franchisee Tenure
- 5.2.4 Technical Proposal would be evaluated based on Experience and Financial capabilities of the Bidders on following parameters:

Sr.No.	Parameter
1.	Experience and Track Record
2.	Financial capability

5.2.5 Experience and Track Record

The Bidding Company shall be evaluated on the following qualification criteria:

The Bidder Company has to qualify for (A) or (B) and (C) criteria as listed below

5.2.5.1 **A) Experience in handling consumer base**

The Bidder Company must have a minimum of 2 (two) years of experience in serving at least 2 lakhs consumers. A consumer is defined as any entity that acquires goods or services for direct use or ownership as well as for resale or use in production and manufacturing.

OR

B) Experience in employee handling

The Bidder Company should have a minimum 2 (two) years of experience in employing and managing a workforce of more than 500 (Five hundred) employees. For this purpose, the

employees should be engaged with the bidder company on a full time basis, whether on the rolls of the company, on contract basis or as advisors.

AND

C) Electricity Distribution Sector experience

The experience and track record to undertake the distribution of electricity and related activities in the Distribution Franchise Area. The bidding company should have minimum 5 (five) experienced personnel with distribution sector experience. Electricity distribution sector experience is defined in clause 5.2.13 of the RFP.

5.2.6 Financial Capability Criteria

- 5.2.6.1 This parameter evaluates the capability of the Bidder Company to manage finances required to run the operation and to make necessary capital investments to perform its obligation and commitment under DFA. In this regard, the Bidder shall be evaluated on the basis of consolidated audited financial statements as follows:

a) Net worth

Net worth as on March 31, 2009 should be at least Rs 50 (Fifty) Crores.

Net worth is defined as Paid up Equity Share Capital plus Equity Share Premium plus General Reserves and other free reserves plus credit balance in profit and loss account less Accumulated losses less intangible assets less Miscellaneous expenditure to the extent not written off.

Intangible assets are identifiable non-monetary assets, without physical substance, held for use in the production or supply of goods or services, for rental to others, or for administrative purposes. Net worth excludes statutory reserves and revaluation reserves.

b) Cash Accruals

Average Cash Accruals, (defined as the sum of Profit after Tax plus depreciation) in the last two years (i.e. FY 2007-08 & FY 2008-09), should be at least Rs. 25 (Twenty Five) Crores.

c) Turnover

Average annual turnover in the last two years (i.e. FY 2007-08 and FY 2008-09) should be at least Rs. 500 (Five hundred) Crores.

Turnover is defined as the gross inflow of cash, receivables or other consideration, including taxes and duties, arising in the course of the ordinary activities of the bidder from the sale of goods or from the rendering of services. Turnover does not include income from dividend, interest, royalty, capital gains, rent provided they do not arise in the course of the ordinary activities of the bidder. Turnover excludes non-recurring income and inter divisional sales. In an agency relationship, the revenue is the amount of commission and not the gross inflow of cash, receivables or other consideration.

d) Public Limited Company

The bidder company should be a public limited company as defined in section 3 of Companies Act 1956

- 5.2.7 The Bid must satisfy all the above-mentioned criteria to be qualified for evaluation of Financial Proposal.
- 5.2.8 For evaluation of Bids submitted by Bidding Company under the financial capability criteria, only the credentials of the Bidding Company shall be considered.
- 5.2.9 For evaluation of Bids submitted by Bidding Company under the experience and track record criteria, only the credentials of the Bidding Company shall be considered.
- 5.2.10 The experience for a particular project can be claimed by only the Bidding Company
- 5.2.11 The bid must be accompanied by a Chartered Accountant's Certificate as laid down in Exhibit 8 of the RFP certifying that the bidding company satisfies all the qualification criteria as required in the RFP
- 5.2.12 Any suggestions or conditions for change in the DFA submitted as part of the bid may be construed as deviations from the DFA and may result in non-responsiveness.
- 5.2.13 The term distribution sector is understood as the business of operation and maintenance of a Distribution System for supplying electricity to consumers. For the purposes of bid evaluation, experience in any of the following activities of electricity business may generally be considered as distribution sector experience:
 - a. Meter reading services.
 - b. Billing and Collection services.

- c. Repair and Maintenance of distribution lines, substations, electrical switchgears and facilities.
- d. Construction and erection of distribution lines and facilities.
- e. Experience of using telecommunications services for electricity distribution (e.g. Supervisory Control and Data Acquisition (SCADA), Automated Meter Reading (AMR), Global Positioning System (GPS)).
- f. Experience in manufacturing, operation and maintenance, erection and commissioning of equipment used primarily in electricity distribution and
- g. Other service(s) those are essential for the conveyance of electricity.

MSEDCL shall use its judgment as regards what constitutes relevant distribution sector experience and such decision shall be final and binding on all parties.

5.3 Financial Proposal

- 5.3.1 The Bidders are required to bid for annualised Input Rates for power injected by MSEDCL at Input Points in the Franchise Area for the entire term of DFA. The bidders are required to submit a detailed Financial Proposal as per Exhibits 4 and 5.
- 5.3.2 The annualised Input Rate shall assume minimum and absolute five percent (5%) reduction in distribution losses in the first year from the Effective Date, four percent (4%) in the second year, three percent (3%) each in the third and fourth year, two percent (2%) in fifth year, one percent (1%) each in sixth and seventh year, half percent (0.5%) each for eighth, ninth and tenth year, one fourth percent (0.25%) each for next five years (i.e eleventh to fifteenth year) from the Effective Date. The Bidder shall consider the distribution losses for FY 2008-09 as the base for estimating the improvement in performance during the term of DFA. The bidder must bring down the overall distribution loss level (HT and LT together) to at least 10.02% by the end of the fifteenth year of the term of the Distribution Franchise.
- 5.3.3 MSEDCL, based on its assessment of improvements of various network parameters, has projected annual internal benchmarks for revenue per unit energy input for the duration of the Franchise Agreement in Annexure E. These projections would serve as a benchmark to evaluate the Financial Proposals. If any proposals fail to meet these benchmarks in any of the year (s) or at the overall level for the Franchisee period, MSEDCL reserves the right to reject the proposal without assigning reasons whatsoever. MSEDCL also reserves the right to reject any bid that it deems as unreasonable and impracticable.

- 5.3.4 MSEDCL has estimated the load growth and the Input energy in the Franchise Area for each year in the Franchisee period for consumers as specified in Annexure C of the RFP. The Total input energy is calculated by factoring the distribution loss reduction trajectory outlined as per clause 5.3.2. The Bidder must achieve and maintain 99.50% collection efficiency throughout the duration of the Distribution Franchise Agreement
- 5.3.5 The Evaluation of Financial Proposals submitted by the Bidders, committing minimum improvement in performance level as stipulated in clause 5.3.2, shall be carried out by comparing the sum of Net Present Value of the Input Rates multiplied by the Input energy as specified in Annexure C for entire term of DFA, computed at a discount rate of 10.19%, which is the discount rate to be used for bid evaluation as per the notification issued vide No. Eco 1/2009-CERC, by Central Electricity Regulatory Commission (CERC) as on March 27, 2009 in pursuance of Clause 5.6 (vi) of Ministry of Power (MOP) Notification dated January 19, 2005. In case the CERC issues a different discount rate prevailing at the time of bid evaluation, such rate shall be adopted. The Bidder with the highest Net Present Value shall be selected for awarding the Project.
- 5.3.6 The Bidder short-listed after evaluation as stated in Clause 5.3.5 above, will be selected for awarding the Project.
- 5.3.7 Any conditional Financial Proposal may be liable for rejection. Any financial proposal that MSEDCL deems as unreasonable and impracticable may also be liable for rejection
- 5.3.8 A bid must be submitted by a Bidding company in its individual capacity only, without relying on the credentials of promoters or affiliates. **Bids cannot be submitted through Special Purpose Vehicles (SPV). Bids cannot be submitted by Bidding Consortiums.**
- 5.3.9 The Franchisee shall bear the variations in estimated capital expenditure as its business risk and no adjustment shall be made for the same.
- 5.3.10 The expenses under the heading probable CAPEX by Distribution Franchisee has already been accounted in the determination of benchmark rate.
- 5.3.11 Input rate shall not be adjusted for any purpose whatsoever. The Input Rate of the Bidders is expected to take into account relevant business risks.
- 5.3.12 According to the DFA, the Franchisee shall have to pay wheeling charges, electricity duty, tax on sale of electricity, security deposit

collected for new connections less incentives and subsidy. Such payment shall be apart from the revenue for input energy. Hence the Input rate shall not include the above components. Tariff components such as Fuel Adjustment charge, additional supply charge and any other charge as tariff component, (if promulgated by MERC in future) shall be billed to consumers by the Franchisee and any change in the same shall be reflected in the Input Cost payable to MSEDCL through tariff indexation formula of the DFA. Hence the Bidder must factor in the same during bid submission.

- 5.3.13 The submission of signed and accepted model DFA is required along with the bid submission. The articles relating to Infrastructure Roll-out plan and additional purchase of power from other sources are subject to the approval of MERC.

6. INSTRUCTIONS TO BIDDERS

6.1 The Bidders shall submit the Technical and Financial Proposals in separate sealed envelopes.

6.2 Submission of Technical Proposal

6.2.1 The Technical Proposal, one original and two copies, organized in a manner as specified in Exhibits 1 to 3 and Exhibits 6 to 9 , should be delivered in a sealed envelope or a box, with the following inscription:

“Technical Proposal for Distribution Franchisee for Nagpur Urban Distribution Divisions – Civil Lines, Mahal and Gandhibag”

Name of the Bidding Company: _____

To

[The Principal Consultant (Distribution Franchise)]

Maharashtra State Electricity Distribution Company Ltd.

Plot No G-9, Anant Kanekar Marg,

4th Floor, Prakshgad,

Bandra (East),

Mumbai 400 051

6.2.2 The original Technical Proposal shall be clearly marked “ORIGINAL” and copy of the Technical Proposal shall be clearly marked “COPY”. In the event of any discrepancy between the original and the copy, the original shall prevail.

6.3 Submission of Financial Proposal

6.3.1 The Financial Proposal, one original and two copies, organized in a manner as specified in Exhibits 4 and 5 should be delivered in a sealed envelope or a box, with the following inscription:

“Financial Proposal for Appointment of Distribution Franchisee for Nagpur Urban Distribution Divisions – Civil Lines, Mahal and Gandhibag”

Name of the Bidding Company: _____

To

[The Principal Consultant (Distribution Franchise)]

Maharashtra State Electricity Distribution Company Ltd,

Plot No G-9, Anant Kanekar Marg,

4th Floor, Prakshgad,

Bandra (East),

Mumbai 400 051

6.3.2 The original Financial Proposal shall be clearly marked “ORIGINAL” and copy of the Financial Proposal shall be clearly marked “COPY”. In the event of any discrepancy between the original and the copy, the original shall prevail.

6.4 The Bidder has the option of sending his Bids i.e. Technical Proposal and Financial Proposal, by registered post or submitting the Proposal in person so as to reach the designated address by the time and date stipulated by MSEDCL. MSEDCL shall not be responsible for any delay in receipt of the Proposal. Any Proposal received by MSEDCL after the deadline for submission of the Proposal stipulated by MSEDCL, shall not be opened. Each page of the Proposal should be initialled by the authorised signatory of the Bidder.

6.5 Fees and Deposits

6.5.1 Fees for purchase of Tender Document

6.5.1.1 The Bidder shall pay MSEDCL a non-refundable amount of Rs 2,00,000 [Rupees Two Lakh], towards purchase of tender document, by way of Demand Draft/ Pay Order, drawn on a scheduled bank, in favour of the “Maharashtra State Electricity Distribution Company Limited”, payable at Mumbai.

- 6.5.1.2 A copy of the tender document purchase fee receipt shall be placed in a separate envelope clearly marked as “Tender Document Purchase Fee Receipt” on it, along with the Technical Proposal.
- 6.5.1.3 Bids, which are not accompanied by the above fee receipt, shall be rejected by MSEDCL as non-responsive.
- 6.5.1.4 The Bidder shall be responsible for all the costs associated with the preparation of the proposal and participation in discussions and negotiations. MSEDCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

6.5.2 Earnest Money Deposit (EMD)

- 6.5.2.1 Each Bidder shall submit an Earnest Money Deposit (EMD) of an amount Rs. 1.00 Crore [Rupees One Crore] in the form of a Demand Draft drawn on a Nationalised Public Sector Bank in favour of the “Maharashtra State Electricity Distribution Company Limited”, payable at Mumbai.
- 6.5.2.2 EMD shall be placed in a separate envelope clearly marked as EMD on it, along with the Technical Proposal.
- 6.5.2.3 Bids, which are not accompanied by the above EMD, shall be rejected by MSEDCL as non-responsive.
- 6.5.2.4 For successful Bidder, EMD shall be released after Fifteen calendar days from submission of Bank Guarantee along with acceptance of LoI.
- 6.5.2.5 The following shall cause the invoking of EMD and forfeit the amount of EMD
 - 6.5.2.5.1 If the Bidder modifies/ withdraws its Proposal except as per the provisions specified in the RFP.
 - 6.5.2.5.2 If the Bidder withdraws its proposal before the expiry of the validity period of the Proposal.
 - 6.5.2.5.3 If the successful Bidder fails to provide the bank guarantee as provided in the RFP within the stipulated time or any extension thereof provided by MSEDCL.
 - 6.5.2.5.4 If the successful Bidder fails to acknowledge the letter of intent as accepted, within 15 calendar days from date of issue of letter of intent.

- 6.5.2.5.5 If the successful Bidder fails to sign the DFA within 30 days of issuance of LoI or any extension thereof provided by MSEDCL.
- 6.5.2.5.6 If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- 6.5.2.5.7 If the successful bidder fails to takeover the designated franchise area or express inability to takeover under any pretext.
- 6.5.2.6 For unsuccessful Bidder, EMD shall be released after the signing of DFA by the Successful Bidder.

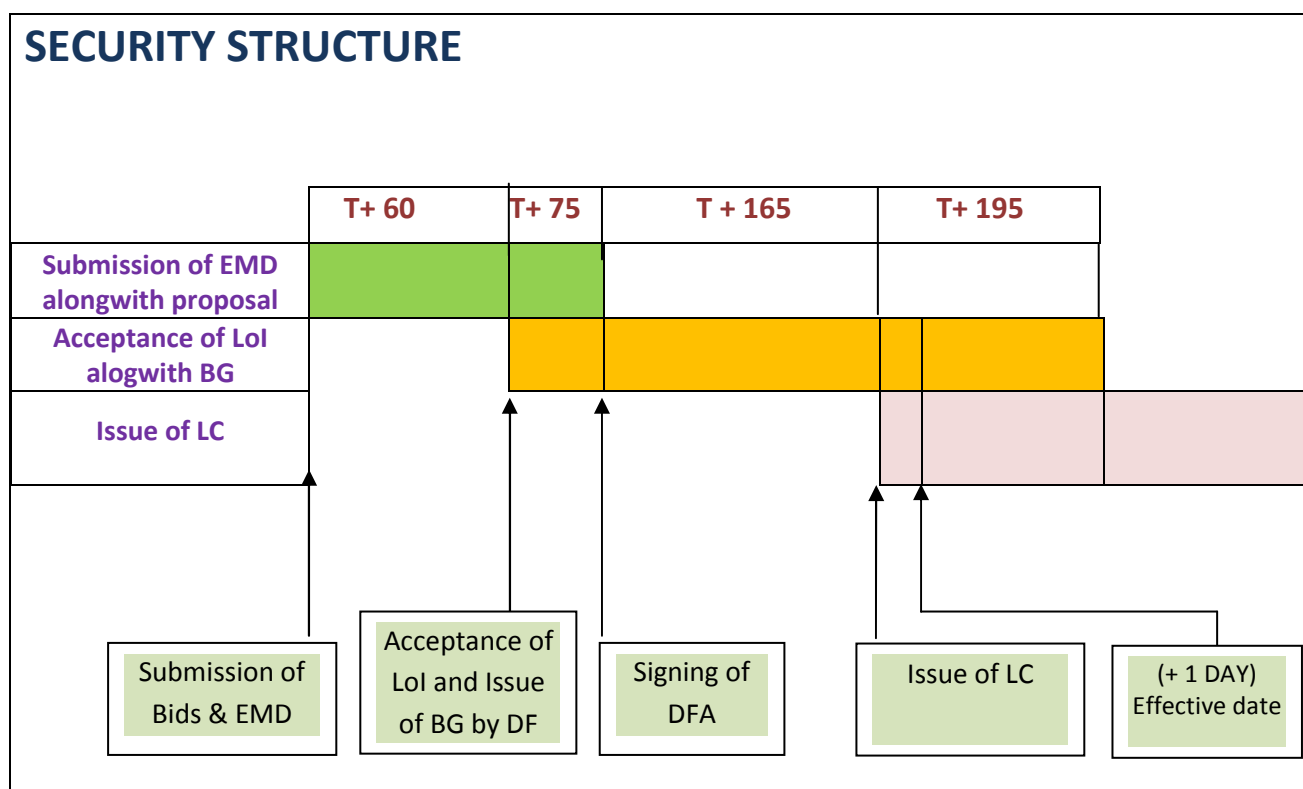
6.5.3 Bank Guarantee

- 6.5.3.1 The Selected Bidder shall submit a performance guarantee to the satisfaction of MSEDCL in the form of a bank guarantee from any nationalised bank or ICICI bank, IDBI bank, Axis bank, HDFC bank for an amount equivalent to one months' estimated amount payable to MSEDCL by Distribution Franchisee based on monthly average energy input at Input Points in Franchise Area in the Base Year and the Input Rate quoted by the Distribution Franchisee for first year of Franchisee term.
- 6.5.3.2 The Bank Guarantee must be furnished in the format provided in Exhibit 10 of the RFP before acceptance of the letter of intent, failing which acceptance of the letter of intent shall be invalid.
- 6.5.3.3 The Bank Guarantee shall be valid for six month from the date of issue or sixty calendar days after the Effective Date whichever is later.
- 6.5.3.4 The Bank Guarantee shall be encashed in case the Selected Bidder does not take over operations in the Franchise Area within four months of the acceptance of the letter of intent or in case the Selected Bidder does not furnish a standby letter of credit on the Effective Date as per Article 11 of the DFA.

6.5.4 Performance Guarantee and Security Structure

The Distribution Franchise 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. Details are as per Article 11 of DFA. The security structure shall be as follows,



- “T” denotes date of submission of bids and EMD

6.6 Model Distribution Franchise Agreement

The model Distribution Franchise Agreement must be signed and accepted by the bidder and such signed DFA should be delivered as part of the bid. The bidder must submit accepted model DFA, including all annexures, signed and stamped on all pages. No negotiations on the same shall be allowed, once such an accepted DFA is submitted. Any suggestions or conditions for change in the DFA submitted as part of the bid may be construed as deviations from the DFA and may result in non-responsiveness.

6.7 Time Table and Milestones

Milestone	Date
Commencement of Sale of Bid Document	D (probable date 20 th Jan 2010 1100 Hrs to 1600 Hrs on working days except Sat., Sun. and Holidays)
Last date for sale of the Bid Document	D plus 20 days upto 1600 Hrs
Pre- Bid Conference	D plus 30 days
Last date of submission of technical and financial bids	D plus 45 days upto 1300 Hrs
Opening of Technical Proposal/Bids	D plus 45 days at 1500 Hrs
Opening of Financial Proposal/Bids	To be notified
Completion of Bid Evaluation and Issue of LoI	D plus 90 days
Acceptance of LoI and submission of Bank Guarantee by successful bidder	D plus 105 days
Signing of DFA	D plus 120 days
Conditions precedents to be satisfied/ parallel operation	D plus 210 days
Effective Date	D plus 211 days
Conditions subsequent to be satisfied	D plus 301 days

- “D” denotes the date of commencement of sale of bid document.

6.8 Opening of Technical Proposal

The Technical Proposal shall be opened at MSEDCL in the presence of one representative from each Bidder, who wishes to be present. The details regarding the Technical Proposal, as provided in Exhibit 2 would be read out.

6.9 Opening of Financial Proposal

The Financial Proposal shall be opened in the presence of one representative from each of the technically qualified Bidders, who wish to be present. Date, Time and Place for the same shall be notified by MSEDCL in due course of time. The details regarding the Financial Proposal, as provided in Exhibit 5 would be read out.

- 6.10** Information relating to the examination, clarification, evaluation and recommendation for the short listed Bidders shall not be disclosed to any person, not officially concerned with the process. MSEDCL would treat all information submitted as part of the proposal in confidence and will ensure that all who have access to such material treat it in confidence. MSEDCL would not divulge any such information unless ordered to do so by any Government authority that has the power under law to require its disclosure.

6.11 Validity of terms of bids

Each Proposal shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than six months from the last date for submission of the Bids. In exceptional circumstances, MSEDCL may solicit the Bidder's consent for extension of the period of validity. A Bidder accepting MSEDCL's request for extending the period of validity shall not be permitted to modify its Proposal.

6.12 Language of the Bid

The bid and all associated documents shall be in English.

6.13 Signature on Bid

The person authorised to act on behalf of the Bidder shall sign the completed Bid and all related documentation at each page.

6.14 Sealing of Bids

- 6.14.1 The Technical/ Financial Proposal forms shall be delivered in a sealed envelope or package clearly marked as "Confidential Technical/ Financial Proposal".
- 6.14.2 The Financial and Technical Proposals shall be enclosed in two separate sealed envelopes.
- 6.14.3 If the envelopes and /or the packages are not sealed MSEDCL shall not be responsible for the Bid's misplacement, premature opening or confidentiality.

6.15 Other Instructions

The following may please be noted:

- 6.15.1 The Bids, that are incomplete in any respect and/or are not consistent with the requirements as specified in this RFP, and/or do not contain the Covering Letter or Chartered Accountant's Certificate as per the specified formats, would be considered non-responsive and would be liable for rejection.
- 6.15.2 Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Proposal non-responsive.
- 6.15.3 All communication and information should be provided in writing and in the English language only.
- 6.15.4 All the communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.
- 6.15.5 Any change in proposal or supplementary information to a Proposal will not be accepted after its submission. However, MSEDCL reserves the right to seek additional information/ clarification from the Bidders, if found necessary, during the course of evaluation of the Proposal. MSEDCL reserves the right of accepting and using such additional information/ clarification. Non-submission, incomplete submission or delayed submission of such additional information or clarifications as sought by MSEDCL, may be grounds for rejection of the Proposal.
- 6.15.6 The Bids shall be evaluated as per the criteria as specified in this RFP. However, within the broad framework of the evaluation parameters as stated in this RFP, MSEDCL reserves the right to make modifications to the stated Evaluation Criteria, which would be uniformly applied to all the Bidders.
- 6.15.7 The Bidder should designate one person ("Contact Person" and "Authorised Signatory") to represent the Bidder in his dealings with MSEDCL. This designated person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc. The Bidding Company should submit a Power of Attorney, authorising the signatory of the Bid to commit the Bidder as per format provided in Exhibit 6. Communication to such person shall be deemed to be effective communication from MSEDCL's side.
- 6.15.8 If any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to

any subsequent query of MSEDCL, is found to be incorrect or is a material misrepresentation of facts, then the Proposal may be liable for rejection.

6.15.9 The Bidder shall be responsible for all the costs associated with the preparation of the proposal. MSEDCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

6.15.10 MSEDCL reserves the right to reject any or all the Proposals without assigning any reasons whatsoever.

6.15.11 All queries and suggestions on the RFP should be as per the format provided in Annexure F and must be provided in soft copy via spreadsheet software (such as Microsoft Excel, etc.) to the address provided in Clause 6.16, in addition to hard copies, if any.

6.16 Pre-bid Conference

6.16.1 The official representative of the Bidders may attend the pre-bid conference which will take place at the following address:

The Principal Consultant (Distribution Franchise),

Maharashtra State Electricity Distribution Company Ltd.,

Plot No G- 9, Anant Kanekar Marg,

4th Floor, Prakshgad, Bandra (East),

Mumbai 400 051

Phone : 022 – 26581476, 26474211 ext. 2221

Fax : 022 – 26581476

Email: pcdf@mahadiscom.in

6.16.2 The purpose of the meeting will be to clarify any issues regarding the bid process.

6.16.3 The Bidder must submit questions if any in writing by post/ fax in addition to email to reach MSEDCL at the address indicated above at least one week prior to the pre-bid conference as per the format provided in Annexure F.

6.16.4 If any query is not clarified during the pre bid conference, then reply to such query will be communicated separately to all the bidders.

6.16.5 Non-attendance at the pre-bid meeting will not be a cause for rejection of a Bidder.

6.17 Enquiries:

Clarifications, if any, can be sought from the contact details provided in Clause 6.16.1. The Format for the same is provided in Annexure F and must be strictly followed. All requests for clarifications, if any, must be provided in soft copy, via spreadsheet software (such as Microsoft Excel, etc.) in addition to hard copies.

7. FORMATS FOR SUBMISSION OF BIDS

(a). Technical Proposal

The Technical Proposal to be submitted by the Bidders shall be submitted in a spirally bound manner (except for the Demand Draft) and shall be organized in the manner specified below:

- 1 Section 1 :
 - I) Covering Letter as per the format specified in Exhibit 1
 - ii) Copy of receipt for purchase of tender document
 - iii) Demand Draft as the EMD
 - iv) Signed and accepted Model DFA
- 2 Section 2 :
 - i) Description of the Bidding Company as per the format specified in Exhibit 2
 - ii) Information Requirements as per the formats specified in Exhibit 3 including the following:
 - a. Consolidated Audited Annual Reports for the last two years of the Bidding Company,
 - b. Network roll-out plan with indicative costs explicitly mentioned,
 - c. Curriculum Vitae of key personnel as per the format provided in Exhibit 9
 - iii) Original Power of Attorney issued by the Bidding Company as the case may be, in favour of the person signing the Bid, in the form attached hereto as Exhibit 6.
 - iv) Certificate of Bidding above benchmark input rate as specified in Exhibit 7
 - v) Chartered Accountant's Certificate as laid down in Exhibit 8 of the RFP certifying that the bidding company satisfies all the qualification criteria as required in the RFP.

(b). Financial Proposal

The Financial Proposal to be submitted by the Bidders shall be submitted in a spirally bound manner and shall be organised in the manner specified below:

- 1 Section 1 : Covering Letter as per the format specified in Exhibit 4
- 2 Section 2 : Financial Proposal as per the format specified in Exhibit 5

8. EXHIBIT 1: COVERING LETTER FOR TECHNICAL PROPOSAL

(The covering letter is to be submitted by the Bidding Company along with the Technical Proposal. This should be on the company's letterhead.)

Date:

Place:

To

Principal Consultant (Distribution Franchise)

Maharashtra State Electricity Distribution Company Ltd.,

Plot No G-9, Anant Kanekar Marg,

4th floor, Prakashgad,

Bandra (East),

Mumbai 400 051

Dear Sir,

Sub: Distribution Franchisee for “Nagpur Urban Distribution Divisions – Civil Lines, Mahal and Gandhibag”

Please find enclosed one (1) original + two (2) copies of our Technical Proposal in respect of the Distribution Franchisee for Nagpur Urban Distribution Divisions – Civil Lines, Mahal and Gandhibag (“Project”), in response to the Request for Proposal (“RFP”) document issued by the Maharashtra State Electricity Distribution Company Limited, (“MSEDCL”) on _____

We hereby confirm the following:

1. The Proposal is being submitted by _____ (name of the Bidding Company) who is the Bidding Company in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood and agree to abide by all the terms and conditions stipulated in the RFP issued by MSEDCL and in any subsequent communication sent by MSEDCL. Our Technical Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from MSEDCL.
3. The information submitted in our Technical Proposal is complete and it is strictly as per the requirements as stipulated in the RFP, and is correct to

the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Technical Proposal.

4. We, as the Bidding Company, designate Mr./Ms. _____ (mention (1) name, (2) designation, (3) contact address, (4) phone no. including mobile no. , (5) fax no. as well as (6) e-mail) as our representative who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc. in respect of the Project.
5. This proposal is a firm and irrevocable offer, and shall remain valid and open for a period of not less than six months from the last date for submission of the Bids

For and on behalf of :

Signature :

(Authorised Signatory)

Name of the Person :

Designation :

9. EXHIBIT 2: DESCRIPTION OF THE BIDDING COMPANY

Name of the Bidding Company	
Registered Office	
Corporate Office (if different from the registered office)	

For and on behalf of :

Signature :

(Authorised Signatory)

Name of the Person :

Designation :

10. EXHIBIT 3: INFORMATION REQUIREMENT FOR TECHNICAL PROPOSAL

Instructions:

- a) *This section specifies information to be provided in respect of the Bidding Company.*
- b) *Bidders should attach the Consolidated Audited Annual Reports for the last two years of the Bidding Company, including network roll-out plan with indicative costs explicitly mentioned.*
- c) *Definitions of relevant criteria shall be as per Clause 5 of the RFP*
- d) *Details of key personnel employed with the bidding company must be supported by bio-data/ curriculum vitae as per the format provided in Exhibit 9 highlighting distribution experience. The bio-data should be enclosed with the bid and be jointly signed by the person concerned and the Bidding Company.*

FINANCIAL CAPABILITY

Under this head, the financial strength of the Bidding Company would be considered from its accounts consolidated with its subsidiaries, if any. Information contained in the annual reports such as remarks of the auditor, notes to accounts, etc. shall be considered while evaluating the financial capability. In case the Bidders' financial year ends on December 31, details for the criteria should be provided based on audited financial statements for 2007 and 2008 respectively, and the date for computing networth shall be December 31, 2008.

1. Evaluation of Financial Net Worth

Under this head, the consolidated audited financial net worth as on March 31, 2009 of the Bidding Company would be considered

Name of the Bidding Company	Net worth as on March 31, 2009 (Rs. Crores)

2. Annual Turnover

Under this head, the consolidated average annual turnover in the year 2007-08 and 2008-09 of the Bidding Company would be considered.

Name of the Bidding Company	Annual turnover (Rs. Crores)		
	2007-08	2008-09	Average

3. Cash Accruals

Under this head, consolidated average cash accruals in the year 2007-08 and 2008-09 of the Bidding Company would be considered.

Name of the Bidding Company	Cash Accruals (Rs. Crores)		
	2007-08	2008-09	Average

4. Evidence of Public Limited Company

Sr.No.	Certificate	Ref. No. and Issue Date	Enclosed (yes/no)
i	Certificate of Incorporation (Form I.R.)		
ii	Certificate for commencement of Business pursuant of section 149(3) of the Companies Act 1956		
iii	Memorandum of Association of company		
iv	Articles of association		

EXPERIENCE AND TRACK RECORD**5. Experience in handling consumer base**

The Bidding Company must have a minimum of 2 (two) years of experience in handling at least 2 Lakh consumers.

Name of the Bidding company	Number of consumers (As on)	
	March 31, 2008	March 31, 2009

OR

Experience in employee handling

The Bidding Company should have a minimum two years of experience in employing and managing a workforce of more than five hundred (500) employees.

Name of the Bidding company	Number of employees (As on)	
	March 31, 2008	March 31, 2009

6. Experienced Personnel

The bidding company should have key personnel, who have experience in electricity distribution sector. Such personnel should have been engaged by the bidding company on a full time basis and the details are as given below:-

Curriculum Vitae of Key Personnel

Name of the Personnel	
Contact Number	
Date of Birth	
Nationality	
Qualifications (Including year of passing)	
Training	
Years in Power Sector	
Present Employer	
Present designation / Position*	

Present Job Description:

Employment record				
From	To	Employer	Designation	Duties

Areas of experience	No of years	Relevant tasks / assignments (to be described in detail)
Power Distribution		
Manufacturing,		

erection and commissioning of equipments used in power distribution		
Power Generation		
Power Transmission		
Others		

(Insert rows as applicable)

11. **EXHIBIT 4: COVERING LETTER FOR FINANCIAL PROPOSAL**

(This covering letter for Financial Proposal is to be submitted by the Bidding Company along with the Financial Proposal.)

Date :

Place :

To

The Principal Consultant (Distribution Franchise)

Maharashtra State Electricity Distribution Company Ltd,

Plot No G-9, Anant Kanekar Marg,

4th Floor, Prakashgad,

Bandra (East),

Mumbai 400 051

Dear Sir,

Sub: Distribution Franchisee for Nagpur Urban Distribution Divisions – Civil Lines, Mahal and Gandhibag

Please find enclosed one (1) original + two (2) copies of our Financial Proposal in respect of the Distribution Franchisee for Nagpur Urban Distribution Divisions – Civil Lines, Mahal and Gandhibag (“Project”), in response to the Request for Proposal (“RFP”) document issued by the Maharashtra State Electricity Distribution Company Limited, (“MSEDCL”) on _____.

We hereby confirm the following:

1. The Proposal is being submitted by _____ (name of the Bidding Company) who is the Bidding Company, in accordance with the conditions stipulated in the RFP.

2. We have examined in detail and have understood, and abide by; all the terms and conditions stipulated in the RFP document issued by MSEDCL and in any subsequent communication sent by MSEDCL.
3. Our Financial Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from MSEDCL.
4. We would be solely responsible for any errors or omissions in our Financial Proposal.

For and on behalf of :

Signature :

(Authorised Signatory)

Name of the Person :

Designation :

12. EXHIBIT 5: FORMAT FOR FINANCIAL PROPOSAL

Year	MSEDCL Benchmark Rate (Input Rate)	Offered Rate by Bidder (Input Rate)
	In Rs. / Kwh	
1	2.66	
2	2.80	
3	2.91	
4	3.01	
5	3.07	
6	3.08	
7	3.09	
8	3.08	
9	3.07	
10	3.06	
11	3.03	
12	3.01	
13	2.98	
14	2.95	
15	2.91	

For and on behalf of :

Signature :

(Authorised Signatory)

Name of the Person :

Designation :

Instructions:

The Input Rates in Rs. / kWh should be mentioned up to two (2) decimal points

13. EXHIBIT 6: FORMAT OF POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favour of its representative.

Know all men by these presents,(name of the Bidding Company and address of the registered office) does hereby constitute, appoint and authorise Mr./Ms.(mention (1) name, (2) designation, (3) contact address, (4) phone no. including mobile no. , (5) fax no. as well as (6) e-mail) as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of its Bid for the Project in response to the Request For Proposal (RFP) dated _____ issued by Maharashtra State Electricity Distribution Company Limited (referred to as MSEDCL), including signing and submission of the Bid and all documents specified in the RFP, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc. making representations to MSEDCL and providing information / responses to MSEDCL, representing us in all matters before MSEDCL named in the RFP, and generally dealing with MSEDCL in all matters in connection with our Bid for the appointment of distribution franchisee in the MSEDCL Nagpur Urban Distribution Divisions – Civil Lines, Mahal and Gandhibag.

.....(name of the Bidding Company) hereby agrees to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by the aforesaid attorney shall and shall always be deemed to have been done by(name of the Bidding Company)

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named

_____ [Insert the name of the Executant]

through the hand of

Mr . _____

duly authorised signatory

Dated this ____ day of 2010

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

(Signature of Executant)

(Name, designation and Address of the Executant)

Signature and stamp of

Notary of the place of execution

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the Power of Attorney shall be duly authorized by the executant(s) in this regard.

14. **EXHIBIT 7: CERTIFICATE OF BIDDING ABOVE BENCHMARK INPUT RATE**

Date :

Place :

To

The Principal Consultant (Distribution Franchise),
Maharashtra State Electricity Distribution Company Ltd,
Plot No G-9, Anant Kanekar Marg,
4th Floor, Prakashgad,
Bandra (East), Mumbai 400 051

Dear Sir,

Sub: Distribution Franchisee for Nagpur Urban Distribution Divisions – Civil Lines,
Mahal and Gandhibag

_____(name of the Bidding Company) hereby submits its Financial Proposal, indicating Input Rates for the duration of the Franchise Agreement, in response to the Request For Proposal issued by MSEDCL with regard to the Distribution Franchisee for Nagpur Urban Distribution Divisions – Civil Lines, Mahal and Gandhibag. Please find enclosed the same.

1. _____(name of the Bidding Company) confirms that the Financial Proposal conforms to all the terms and conditions stipulated in the Request for Proposal Document.
2. _____(name of the Bidding Company) confirms that the Financial Proposal is final in all respects and contains no conditions.
3. _____(name of the Bidding Company) confirms that the Financial Proposal is complete and is correct to the best of the knowledge and understanding of _____(name of the Bidding Company). _____(name of the Bidding Company) would be solely responsible for any errors or omissions in the Bid.

4. _____(name of the Bidding Company) confirms that it has studied the provisions of relevant Indian laws and regulations required to enable preparation of this Financial Proposal in the event that it is finally selected.
5. _____(name of the Bidding Company) confirms that the Financial Proposal for Input Rates either matches or exceeds the Minimum Benchmark Input Rate for each year of the Franchise Agreement as provided in Annexure E of the RFP, failing which the bid shall be liable for rejection.

Thanking you,

Yours sincerely,

For and on behalf of :

Signature :

(Authorised Signatory)

Name of the Person :

Designation :

Company rubber stamp/ common seal:

15. **EXHIBIT 8: CHARTERED ACCOUNTANT'S CERTIFICATE**

Date :

Place :

To

The Principal Consultant (Distribution Franchise),

Maharashtra State Electricity Distribution Company Ltd,

Plot No G-9, Anant Kanekar Marg, 4th Floor, Prakashgad,

Bandra (East), Mumbai 400 051

Dear Sir,

Sub: Satisfaction of Qualification Criteria

Ref: Bid Specification (RFP) No. _____ dated _____ for Appointment of Distribution Franchisee for the Nagpur Urban Distribution Divisions – Civil Lines, Mahal and Gandhibag

Based on the audited financial statements of the Bidding Company, consolidated with subsidiary companies and the qualification criteria and related definitions as specified in the RFP, I/we hereby certify the following particulars:

Name of the Bidding Company	
Name of the First Subsidiary Company	
Name of the Second Subsidiary Company	
Name of the Third Subsidiary Company	

(Insert rows if applicable)

Name of the Bidding Company	(Figures in Rs Crores)		
	Networth	Average Annual Turnover	Average Cash Accruals
	As on March 31, 2009	(FY 2007-08 & FY 2008-09)	(FY 2007-08 & FY 2008-09)

I/ we further certify the following:

1) Net worth:

The net worth as on March 31, 2009 is Rs. _____ crores, detailed as under:

(Figures in Rs Crores)

Particulars	FY 2008-09
Equity Share Capital	
Equity Share Premium	
Add:	
General Reserves	
Credit balance in Profit and Loss Account	
Other Free Reserves <i>(to be specified individually by the chartered accountant)</i>	
Balance	
Less:	
Accumulated Losses	
Intangible Assets included in the Balance Sheet	
Misc. Expenditure to the extent not written off	
Net Worth	

Note: Net worth excludes statutory reserves and revaluation reserves

2) Turnover:

- The average annual turnover in FY 2007-08 and FY 2008-09 is Rs _____ Crores.

(Figures in Rs Crores)

Particulars	FY 2007-08	FY 2008-09
Annual Turnover		
Average Turnover		

3) Cash Accruals:

- The average Cash Accruals, (calculated as Profit after Tax plus depreciation) in FY 2007-08 & FY 2008-09 is Rs _____ Crores.

(Figures in Rs. Crores)

Particulars	FY 2007-08	FY 2008-09
Profit after tax (PAT)		
Add:		
Depreciation		
Cash Accruals		
Average Cash Accruals		

4) Experience in handling consumer base

- _____ (Name of the Bidding company) has _____ years of experience in handling _____ consumers.

Name of the Bidding company	Number of consumers as on	
	March 31, 2008	March 31, 2009

5) Experience in Employee handling

- _____ (Name of the Bidding company) has _____ years of experience in employing and managing a workforce of _____.

Name of the Bidding company	Number of employees as on	
	March 31, 2008	March 31, 2009

This certificate is issued at the request of _____ (Name of the Bidding Company) for submission to Maharashtra State Electricity Distribution Company Ltd as part of the documents for appointment of Distribution Franchisee for the Nagpur Urban Distribution Divisions – Civil Lines, Mahal and Gandhibag.

For

(Name of the Bidding Company)

Name & Signature of Company Secretary

Place:

Date:

Name & Signature of Chartered Accountant(s)

Membership No:

Note:

- The certificate must be submitted in the given format.
- The signatory must be a member of the Institute of Chartered Accountants of India in practice.
- In case Bidders have financial years ending on December 31, they shall provide financial details for the criteria of net worth, turnover and cash accruals based on audited financial statements for 2007 and 2008, respectively, and the date for computing Net worth shall be December 31, 2008

16. EXHIBIT 9: CURRICULUM VITAE OF KEY PERSONNEL

Name of the Personnel	
Contact Number	
Date of Birth	
Nationality	
Qualifications (Including year of passing)	
Training	
Years in Power Sector	
Present Employer	
Present designation / Position*	
Present Job Description	

Employment record				
From	To	Employer	Designation	Duties

Areas of experience	No of years	Relevant tasks / assignments (to be described in detail)
Power Distribution		
Manufacturing, erection and commissioning		

of equipments used in power distribution		
Power Generation		
Power Transmission		
Others		

(Insert rows as applicable)

I certify the following:

1. I have experience in electricity distribution as described in Clause 5.2.13 of the RFP.
2. The relevant experience has been on a full time basis
3. I am currently engaged by _____ (name of the Bidding Company) on a full time basis as on the date on which the notice for the sale of this tender document was issued or earlier.

Name and signature of the Employee

Place:

Date:

(Name and signature of the Authorised Signatory)

Place:

Date:

Instructions:

1. ** If working as a consultant / advisor please specify whether this work is on a full time basis or not. Only full time work experience is considered relevant for the qualification criteria.*
2. *Nature of tasks handled/ experience must be described in detail.*

17. EXHIBIT 10: BANK GUARANTEE FORMAT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of _____ [Insert name of the Bidding Company] agreeing to undertake the obligations under the Distribution Franchise Agreement in response to the tender dated _____ issued by Maharashtra State Electricity Distribution Company Ltd (MSEDCL) for the appointment of distribution franchisee in the MSEDCL Nagpur Urban Distribution Divisions – Civil Lines, Mahal and Gandhibag, the _____ (insert name of bank] (hereinafter referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to Maharashtra State Electricity Distribution Company Limited at Plot G-9, Anant Kanekar Marg, Prakashgad, Bandra (East), Mumbai 400 051 [forthwith on demand in writing from MSEDCL or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees _____ [Insert the amount of the bank guarantee in respect of MSEDCL as per the terms of the tender], on behalf of M/s. _____ [Insert name of the Bidding Company].

This guarantee shall be valid and binding on this Bank for six months from the date of issue of the Guarantee or sixty calendar days after the Effective Date whichever is later. This guarantee shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement. Our liability under this Guarantee is restricted to Rupees. _____ (Rs. _____ only).

The Guarantor Bank hereby agrees and acknowledges that MSEDCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit .

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by MSEDCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to MSEDCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by MSEDCL and [Insert name of the Selected Bidder] and/or any other person. The Guarantor Bank shall not require MSEDCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against MSEDCL in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly MSEDCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Selected Bidder, to make any claim against or any demand on the Selected Bidder or to give any notice to the Selected Bidder or to enforce any security held by MSEDCL or to exercise, levy or enforce any distress, diligence or other process against the Selected Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ (Rs. _____ only) and it shall remain in force for six months from the date of issue of the Guarantee or sixty calendar days after the Effective Date whichever is later. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MSEDCL serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

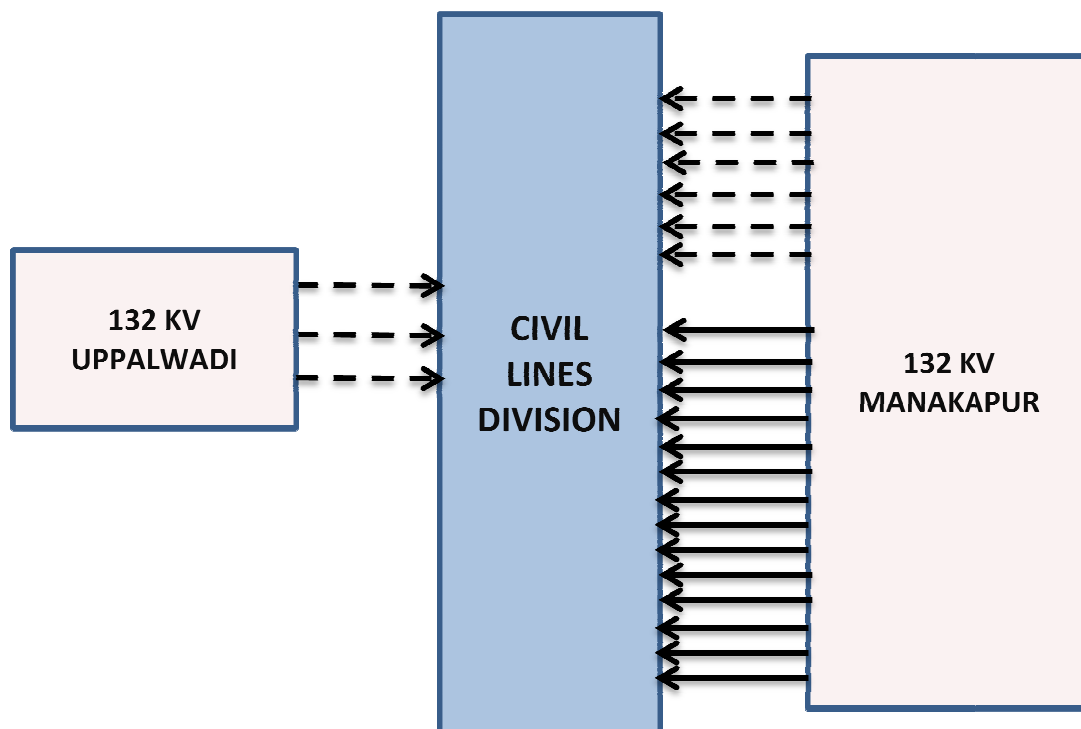
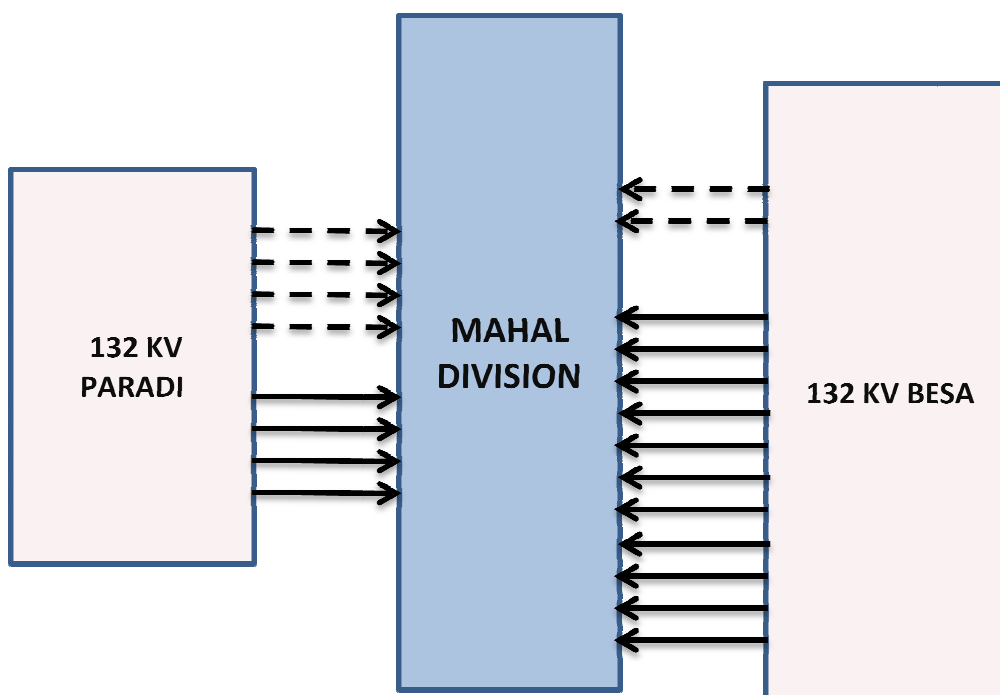
_____ [Insert Name of the Bank] _____

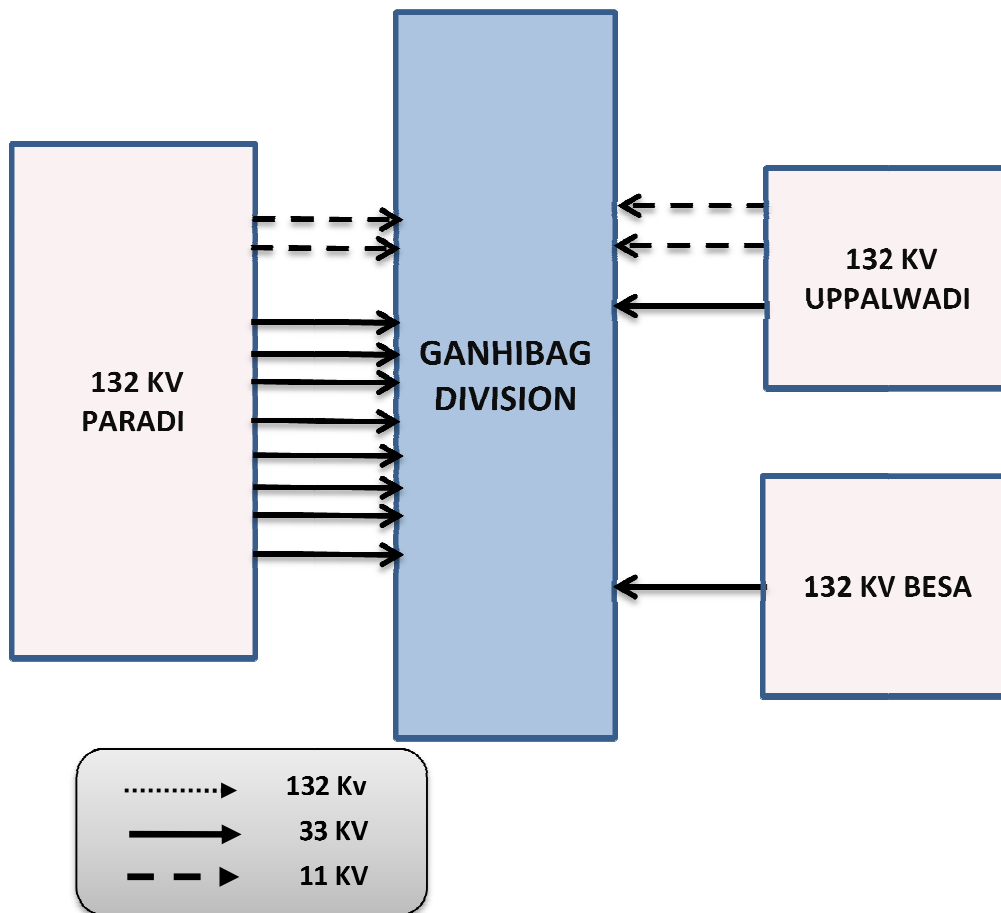
Banker's Stamp and Full Address.

Dated this ____ day of ____, 2010

Annexure A : Schematic Diagram of Franchise Area

<i>As on 31st Mar. 09</i>		Civil Lines			
Sr. No	Source	No. Of feeders			
		132 kV	33 kV	11 kV	Total
1	132KV Uppalwadi	0	3	0	3
2	132KV Manakapur	0	6	14	20
	TOTAL	0	9	14	23
		Mahal			
1	132KV Pardi	0	4	4	8
2	132kv Besa	0	2	11	13
	TOTAL	0	6	15	21
		Gandhi Bag			
1	132KV PARDI	0	2	8	10
2	132KV Uppalwadi	0	3	0	3
3	132KV Besa	0	1	0	1
	TOTAL	0	6	8	14

Schematic Diagram of Input Feeders of Nagpur Civil Lines Urban Division**Schematic Diagram of Input Feeders of Nagpur Mahal Urban Division**

Schematic Diagram of Input Feeders of Nagpur Gandhibag Urban Division

ANNEXURE B: MODEL DISTRIBUTION FRANCHISE AGREEMENT

MSEDCL reserves the right to amend any of the terms of the Distribution Franchise Agreement thereof.

DISTRIBUTION FRANCHISE AGREEMENT FOR NAGPUR URBAN DISTRIBUTION DIVISIONS – CIVIL LINES, MAHAL and GANDHIBAG

This Agreement made at Mumbai this day of 2010 between Maharashtra State Electricity Distribution Company Ltd., a company registered under the Companies Act, 1956 having its registered office at Prakashgad, G-9, 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

Ltd., a company registered under the Companies Act, 1956 having its registered office at , 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.

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 Nagpur Urban Distribution Divisions – Civil Lines, Mahal and Gandhibag as more particularly described hereinafter, MSEDCL selectedLimited through the competitive bidding process.
- D. MSEDCL issued a Letter of Intent No. _____ dated _____ to the said Ltd. and the same had been accepted by _____ Ltd.
- 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.
- 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). The unit of ABR is Rs. / Kwh. The same shall be computed as:-

ABR =

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

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:-

$$ARR = \frac{(Total\ Revenue\ Collected - electricity\ duty - tax\ on\ sale\ of\ electricity + Total\ Subsidy\ Amount)}{Total\ Energy\ Input}$$

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:

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

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.

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:

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.

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.

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.

**ARTICLE 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 nationalised bank 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 5.2 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 Determination of Average Billing Rate (ABR) for the base year for the purpose of Article-7 as per format annexed at Annexure 15.
- 2.1.3.6 Demarcation of Geographical Boundary for designated Distribution Franchisee's area.
- 2.1.3.7 Confirmation regarding non existence of Crossover points.
- 2.1.3.8 Identifying and listing of all those dedicated feeders meant for areas other than designated DF area, if any. .

CC

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 5.2.7 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 Nagpur Urban Distribution Divisions – Civil Lines, Mahal and Gandhibag 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.

ARTICLE 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 upto 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) 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 instance 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 areas of MSEDCL at Nagpur Urban Distribution Divisions – Civil Lines, Mahal and Gandhibag spread over approximately 400 square kilometres approxemetly as defined in Article-4.4.2.

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

As on 31st Mar. 09		Civil Lines			
Sr. No	Source	No. Of feeders			
		132 kV	33 kV	11 kV	Total
1	132KV Uppalwadi	0	3	0	3
2	132KV Manakapur	0	6	14	20
	TOTAL	0	9	14	23
As on 31st Mar. 09		Mahal			
1	132KV Pardi	0	4	4	8
2	132kv Besa	0	2	11	13
	TOTAL	0	6	15	21
As on 31st Mar. 09		Gandhi Bag			
1	132KV PARDI	0	2	8	10
2	132KV Uppalwadi	0	3	0	3
3	132KV Besa	0	1	0	1
	TOTAL	0	6	8	14

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, 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 Nagpur 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 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 on 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.
- 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 assets which have long life (shelf life 10 Years and above), and high monetary value (Rs. 50,000/- and above) shall be surveyed, in as it is condition by the Distribution Franchisee to MSEDCL, if the asset is no longer required by Distribution Franchisee. However, valid technical reason for replacement of asset shall be furnished by 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. 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 for onward handing over to MSEDCL.
- 5.2.16 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. 1100 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 availability of power and 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.
- 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 they were to apply to licensee and directives of MSEDCL for compliance of laws, regulations, orders and directives of MERC. The broad scope of work would be as follows:

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 authorise 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.

5.6 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.
- 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 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.

5.6.5 Consumer Service**(A) Electricity Supply Code**

The Distribution Franchisee shall:

- 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:

- a) Information on all services provided by the Distribution Franchisee including information on the charges, which may be available 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.

5.6.6 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 remitted 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.

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. The Distribution Franchisee shall reimburse the cost of such meters to MSEDCL/ STU/ CTU.
- 6.1.3 Distribution franchisee must put in place Automatic meter reading (AMR) mechanism to restructure the billing system in DF area. They need to implement AMR technology in DF area covering all its HT consumers within 2 year from effective date.
- 6.1.4 Necessary expenditure incurred in implementing AMR will be made by Distribution franchisee only.

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 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 ± 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:
 - i) 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 21st 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 0.00 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.
- 6.4.6 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.

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:

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

Where

RIE_M = 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_M = Energy input in the Franchise Area during the month, which shall be the energy purchased from MSEDCL.

AIR_N = 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_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

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. 4.27 per unit based on the accounts information available. However, this figure shall be audited by a reputed Independent Auditor. The fees for such audit shall be shared equally by the Distribution Franchisee and MSEDCL. The ABR of successive months (i.e. during DF's operation's period) after Effective date shall also 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 also be shared equally by the DF and MSEDCL. Independent Auditor's report shall be binding on both MSEDCL and Distribution Franchisee.

WC_M = 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_{RM} is the Electricity Duty leviable as per applicable Law during the billing period

.

TOSE_M is the Tax on Sale of Electricity leviable as per applicable Law during the billing period

SDN_M 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.

CARPD_{RM} 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:

$$\mathbf{CARPD_{RM} = 0.25 \times ARPD_{RM}}$$

Where ARPD_{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. This incentives shall be applicable for first two years from the effective date.

CARCL_{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:

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

Where **ARCL_{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. This incentives shall be applicable for first two years from the effective date.

S_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.

7.1.2 Fortnightly Invoice

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

$$\mathbf{Fortnightly\ Invoice = (RIE_F + WC_F + ED_{RF} + TOSE_F + SDN_F + P) - (S_F + CARPD_{RF} + CARCL_{RF})}$$

Where:

RIE_F = Revenue for Input Energy for the fortnight

It shall be computed as below:

$$\mathbf{RIE_F = EI_F \times AIR_N \times TIR_N}$$

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

$$\mathbf{TIR_N = ABR_N / ABR_{Base\ Year}}$$

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

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. 4.27 per unit based on the accounts information available. However, this figure shall be audited by a reputed Independent Auditor. The fees for such audit shall be shared equally by the Distribution Franchisee and MSEDCL. The ABR of successive months (i.e. during DF's operation's period) after Effective date shall also 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 also be shared equally by the DF and MSEDCL. Independent Auditor's report shall be binding on both MSEDCL and Distribution Franchisee.

WC_F = 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_{RF} is the Electricity Duty leviable as per applicable Law during the billing period

.

TOSE_F is the Tax on Sale of Electricity leviable as per applicable Law during the billing period

SDN_F 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.

CARPD_{RF} 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:

$$\mathbf{CARPD_{RF} = 0.25 \times ARPD_{RF}}$$

Where ARPD_{RF} 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. This incentives shall be applicable for first two years from the effective date.

CARCL_{RF} 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_{RF} 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_F 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.

7.1.3 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 nd Day-31 st Day	10
30	22 nd Day-30 th Day	9
29	22 nd Day- 29 th Day	8
28	22 nd Day-28 th Day	7

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

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

Where:

RIE_W = 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_W= Energy input in the Franchise Area during the week, which shall be the energy purchased from MSEDCL.

AIR_N = 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_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

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. 4.27 per unit based on the accounts information available. However, this figure shall be audited by a reputed Independent Auditor. The fees for such audit shall be shared equally by the Distribution Franchisee and MSEDCL. The ABR of successive months (i.e. during DF's operation's period) after Effective date shall also 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 also be shared equally by the DF and MSEDCL. Independent Auditor's report shall be binding on both MSEDCL and Distribution Franchisee.

WC_w = 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_{RW} is the Electricity Duty leviable as per applicable Law during the billing period

.

TOSE_w is the Tax on Sale of Electricity leviable as per applicable Law during the billing period

SDN_w 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.

CARPD_{RW} 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:

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

Where $ARPD_{RW}$ 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. This 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 $ARCL_{RM}$ 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. This 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. 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.

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 " (name of DF) 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 and 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 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 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 8.

- 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 arrear shall rest with MSEDCL.

- 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 the 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.
- 9.3** The Distribution Franchisee shall submit the statement of subsidy claims 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 provide credit to Distribution Franchisee for subsidy claim towards supply of power to subsidised Consumer category in Franchise Area in the respective Invoices as per Article-7. However, a reconciliation of accounts shall be carried out every three months.
- 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. 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 AND TOSE

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 leviable 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 leviable 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

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 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.

- 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 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 and claims for subsidy shall be carried out as mentioned in Article 10 and Article 9. In addition audit of Base year's ABR and successive months' ABR 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 DF, 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 authorised 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. The aggregate amount of the liabilities to be compensated by MSEDCL during the said period. Provided, however that such indemnity shall be limited only to legally established claims only 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 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 the Franchise Area.
- 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.

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-5.

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.

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 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:

- i) Depreciated Value of capital assets worked out as per Article-5.2;
- ii) Value of current assets worked out as per Article-5.3;
- iii) 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:

- (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.

- 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 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.

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 UNFCCC 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.
- 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, 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.

- 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:

For MSEDCL:

The Chief Engineer, (Nagpur Urban Zone),
Maharashtra State Electricity Distribution Company Ltd.,
"Prakash Bhavan", Link Road, , Sadar,
Nagpur, 440 001
Phone: 0712 – 2532142
Fax: 0712 – 2520178
Email: cenagpururban@mahadiscom.in

Agreement Representative:

Director (Operations)
Maharashtra State Electricity Distribution Company Ltd.,
Plot No G- 9, Anant Kanekar Marg,
Prakashgad, Bandra (East),
Mumbai 400 051
MSEDCL, Mumbai-
Phone:
Fax:
E-Mail: directorop@mahadiscom.in

For Distribution Franchisee:

Engineer-in-charge:

Agreement Representative:

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 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.

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

For and on behalf of [M/s Maharashtra State Electricity Distribution Company Limited]	For and on behalf [M/s (Insert name of distribution Franchisee)]
Signature with Seal	Signature with Seal
Mr. Ajoy Mehta (IAS) Principal Secretary Managing Director, Maharashtra State Electricity Distribution Company Ltd.	Mr. _____, (Designation), (Name Of Company)
Witness:- 1. Mr. Sharad Dabhade Director (Operations), MSEDCL	Witness:- 1. Mr. _____, (_____)
2. Mr. D. D. Wavhal Director Finance, MSEDCL	2. Mr. _____ (_____)

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ANNEXURE-1: BRIEF DESCRIPTION OF FRANCHISE AREA

Particulars	Unit	Civil lines	Mahal	Gandhibag	Total
33 kV Substations	Nos.	6	5	5	16
11 kV Switching Stations	Nos.	13	9	4	26
33 kV Feeders Total	Nos.	6	7	8	21
33 kV Express Feeders	Nos.	1	0	0	1
11 kV Feeders Total	Nos.	87	67	50	204
11 kV Express Feeders	Nos.	1	0	1	2
33 kV Lines					
Over head Line	Km	26.78	23.93	20.1	70.81
Under Ground	Km	18.46	34.46	38.12	91.04
Total	Km	45.24	58.39	58.22	161.85
11 kV Lines					
Over head Line	Km	212.44	252.99	127.37	592.8
Under Ground	Km	220.67	116.176	74.06	410.906
Total	Km	433.11	369.166	201.43	1003.706
LT Lines					
Over head Line	Km	955.82	1076.47	528	2560.29
Under Ground	Km	232.39	52.33	41.6	326.32
Total	Km	1188.21	1128.8	569.6	2886.61
Poles					
33 kV	Nos.	905	397	341	1643
11 kV	Nos.	5460	5679	3337	14476
LT	Nos.	19120	21520	10560	51200
Total	Nos.	25485	27596	14238	67319
Dist. Transformer Center					
11KV/433 V DTC	Nos.	774	802	592	2168

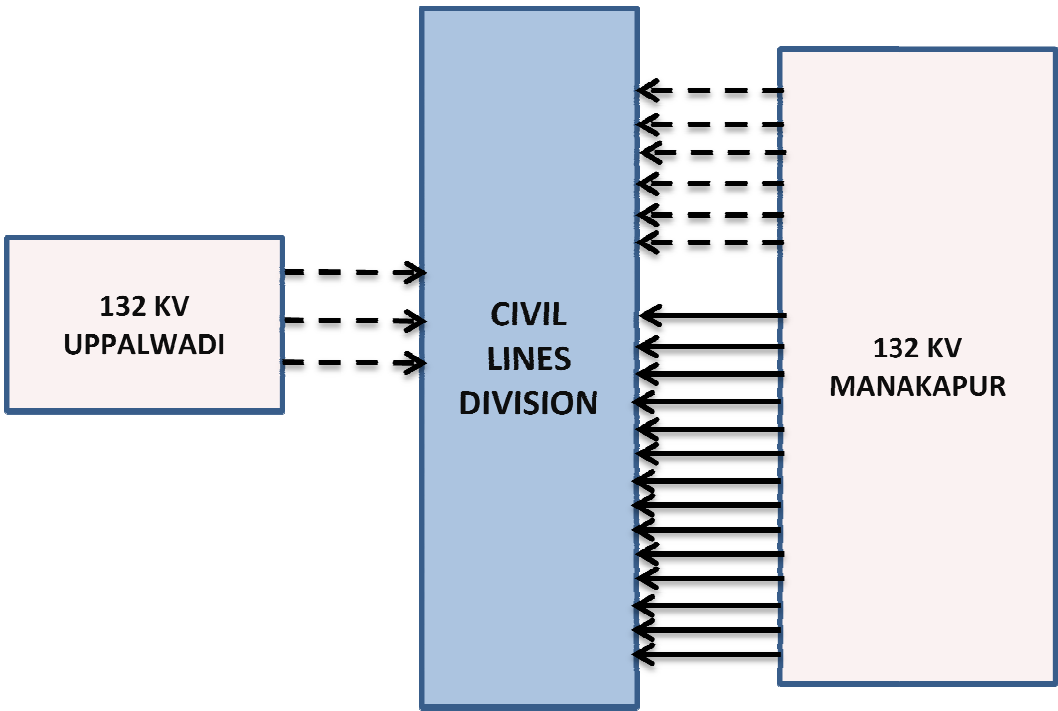
Note: The above information is subject to change during joint audit.

Category wise breakup of the consumers and connected load of Nagpur Distribution divisions Civil Lines, Mahal and Gandhibag as on March 31, 2009 is as under:

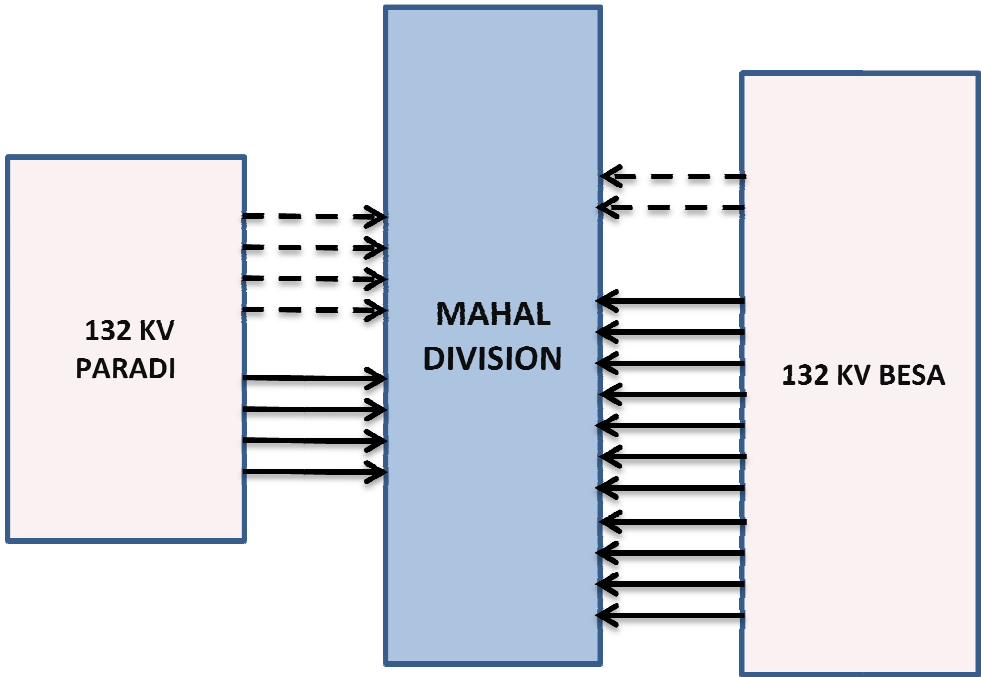
<i>As on 31st Mar.09</i>		CIVIL LINES URBAN		MAHAL DIVISION			GANDHIBAG DIVISION		
Category	No. of Consumers	Connected Load (KVA)	Connected Load (HP)	No. of Consumers	Connected Load (KVA)	Connected Load (HP)	No. of Consumers	Connected Load (KVA)	Connected Load (HP)
BPL Residential	81	8.10	10.86	103	10.30	13.81	37	3.70	4.96
Residential	100590	103608	138885	137877	97769	131057	64205	48224	64643
Commercial	9805	27322	36625	15367	23393	31358	13047	18398	24662
Industrial	1231	17468.19	23415.80	1640	21309.34	28564.80	1841	39673.97	53182
Hoarding - Advt.	27	60.10	80.56	24	59.80	80.16	18	29.20	39.14
PWW Urban	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00
PWWR metered	5	66.00	88.47	172	519.74	696.70	118	403.50	540.88
Agriculture flat	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00
Agri. metered	41	139.07	186.42	15	71.00	95.17	62	273.00	365.95
St. Light Gram/CL-C	0	0.00	0.00	9	133.70	179.22	0	0.00	0.00
St. Light Corp.	382	3264.70	4376.27	469	5502.30	7375.74	206	2389.20	3202.68
Temp. Supply	68	447.50	599.87	97	379.30	508.45	12	81.40	109.12
HT	109	48352.50	64815.68	47	19763.00	26491.96	38	13678.00	18335.1
TOTAL:	112339	200736	269084	155820	168910	226421	79584	123153	165085

Sr. No	Source	No. Of feeders			
		132 kV	33 kV	11 kV	Total
		Civil Lines			
1	132KV Uppalwadi	0	3	0	3
2	132KV Manakapur	0	6	14	20
	TOTAL	0	9	14	23
		Mahal			
1	132KV Pardi	0	4	4	8
2	132kv Besa	0	2	11	13
	TOTAL	0	6	15	21
		Gandhi Bag			
1	132KV PARDI	0	2	8	10
2	132KV Uppalwadi	0	3	0	3
3	132KV Besa	0	1	0	1
	TOTAL	0	6	8	14

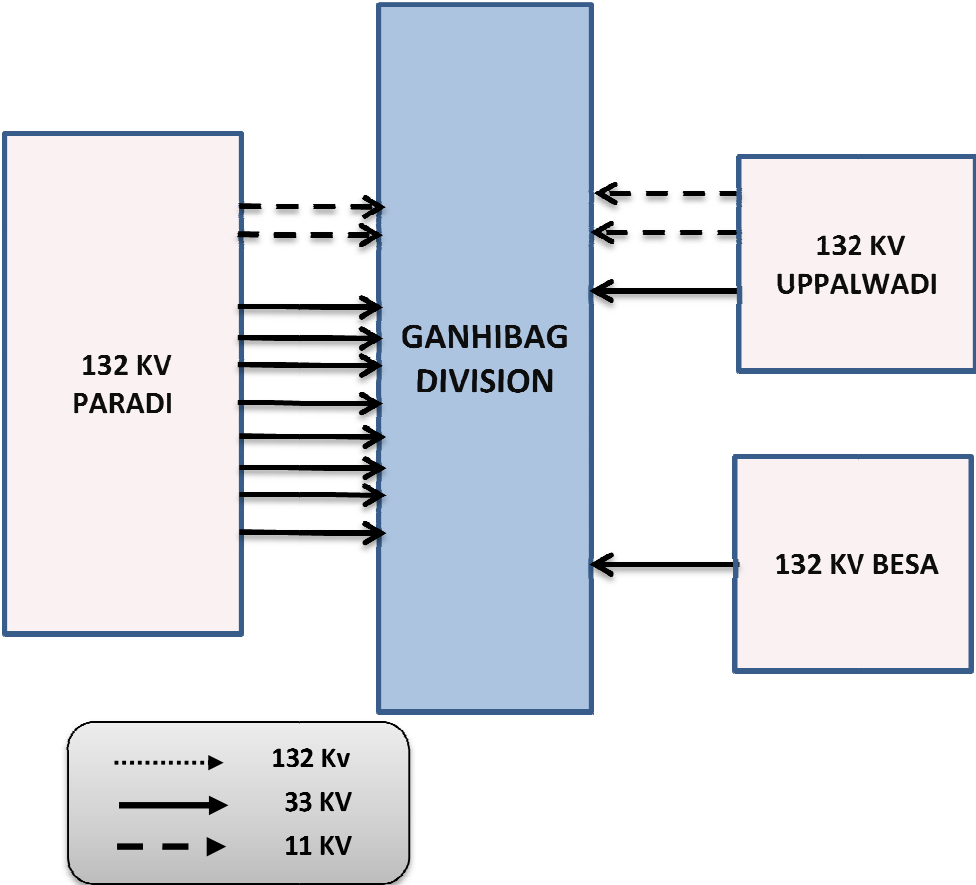
Schematic Diagram of Input Feeders of Nagpur Civil Lines Urban Division



Schematic Diagram of Input Feeders of Nagpur Mahal Urban Division



Schematic Diagram of Input Feeders of Nagpur Gandhibag Urban Division



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

Cost of various items under Distribution Asset, as applicable in 2007-08 (in Rs/unit)					
I.	High Tension Lines				
Sr. No.	Wind Pressure	50kg/m²	75kg/m²	100kg/m²	150kg/m²
1	11 kV Lines with 30 mm² ACSR (Weasel)				
	Conventional Line Fittings	1,65,000	1,65,000	1,65,000	3,56,000
2	22 kV Lines with 30 mm² ACSR (Weasel)				
	Conventional Line Fittings	1,97,000	1,97,000	1,97,000	3,74,000
3	33 kV Line with 100 mm² ACSR of 3 kms				
	Conventional Line Fittings			6,50,000	
4	Double Pole Structure per every 1.6 kms of 11kV/22kV Lines with 30 mm² ACSR (Weasel)				
a.	Conventional Line Fittings 11kV	31,000	31,000	31,000	52,000
b.	Conventional Line Fittings 22kV	35,000	35,000	35,000	56,000
5	Tapping Structure				
a.	11kV line with isolator	30,000	30,000	30,000	41,000
b.	11kV line without isolator	17,000	17,000	17,000	27,000
c.	22kV line with isolator	35,000	35,000	35,000	45,000
d.	22kV line without isolator	18,000	18,000	18,000	29,000
II.	Distribution Transformer Centre				
Sr. No.	Wind Pressure	50kg/m²	75kg/m²	100kg/m²	150kg/m²
1	11/0.433 kV T/F				
a.	63 kVA with D/B	2,54,000	2,54,000	2,76,000	2,76,000
b.	100 kVA with D/B	2,95,000	2,95,000	3,17,000	3,17,000

Cost of various items under Distribution Asset, as applicable in 2007-08 (in Rs/unit)					
2	22/0.433 kV T/F				
a.	63 kVA with D/B	3,35,000	3,35,000	3,55,000	3,55,000
b.	100 kVA with D/B	3,88,000	3,88,000	4,07,000	4,07,000
III.	Low Tension Lines				
Sr. No.	Wind Pressure	50kg/m²	75kg/m²	100kg/m²	150kg/m²
1	3ph. 5 wire				
a.	With Phase ANT neutral GNAT	2,39,000	2,39,000	2,39,000	3,21,000
b.	With all GNAT	1,73,000	1,73,000	1,73,000	2,60,000
2	3ph. 4 wire				
a.	With Phase ANT neutral GNAT	2,11,000	2,11,000	2,11,000	2,65,000
b.	With all GNAT	1,41,000	1,41,000	1,41,000	2,01,000
3	1ph 3 wire				
a.	With all GNAT	1,44,000	1,44,000	1,44,000	2,41,000
4	1ph 2 wire				
a.	With all GNAT	1,20,000	1,20,000	1,20,000	2,20,000
IV	Service Connections				
1	Three Phase (LT. Connections)	With MCB with Meter	without MCB with Meter		
a.	Upto 5 H.P.	8,611	-		
b.	Above 5 H.P. (upto 20 H.P.)	10,154	-		
2	Single Phase (L&F) Connections				
		2,889	2,717		

ANNEXURE-3: DEPRICIATION 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
F) Others	7.84

Description of Asset	Depreciation Rate on Straight Line Method (%)
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
H) Batteries	33.4
i) Underground cable including joint boxes and dis-connected boxes.	5.27
ii) Cable duct systems	3.02
I) overhead lines including supports;	
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
J) Meters	12.77
K) Self propelled vehicles	33.4
L) Air conditioning plants;	
i) Static	12.77
ii) Portable	33.4
M) i) Office furniture and fittings	12.77
ii) Office equipments	12.77
iii) Internal wiring including fittings and apparatus	12.77
iv) Street light fittings.	12.77
N) Apparatus let on hire:	
i) Other than motors	33.4
ii) Motors	12.77
O) Communication equipment;	
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
Energy Input	1	Dist.	Energy sent to O&M division from EHV substations on 33kV, 22kV, 11kV feeders as applicable	Joint Meter Readings by MSEDCL 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

Sr. No.	Column Name	Description	Source of data	Remarks
				vice-versa.
Total input Energy	Sum of 1 to 4			
Metered Billing	HT	Energy Sales to High Tension Consumers	Distribution Franchisee	
	LT	Energy Sales to Low Tension Consumers	Distribution Franchisee	
	Metered LT-AG apporportioned unit	Apportioned 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 apportioned to remove fluctuation in total sales and thus losses.
	Credit Billing	Credit units not appearing in HT sales at (6) above to HT Consumers	Distribution Franchisee	
	Other Billing	Miscellaneous metered billing not appearing in (6) to	Distribution Franchisee	

Sr. No.	Column Name	Description	Source of data	Remarks
		(9) above		
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	

	Sr. No.	Column Name	Description	Source of data	Remarks
	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

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
2	Meter Related	Meter Running-fast
		Meter Running-slow/ sluggish
		Meter Stuck up
		Meter burnt
		Shifting of meter
		Other meter related requests
3	Billing Related	Billing Correction request
		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	Disconnections and Dismantlement related	Disconnection dispute
		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
		Street Light-not glowing
		Other supply related requests
6	Other Customer Related Requests	Name Change
		Title transfer
		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

ANNEXURE – 7: SCHEDULE OF ANNULISED INPUT RATE

Year commencing from effective date	Annualized Input Rate (Rs per KWh)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

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.

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.

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.

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.

ANNEXURE-10

MIS REPORTS

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

PERFORMANCE INDICATORS

SYSTEM AVERAGE INTERRUPTION DURATION INDEX - (SAIDI)

Month	Total duration of sustained interruptions during the month Minutes	Total no. of consumers	SAIDI = C/B
	C	B	

SYSTEM AVERAGE INTERRUPTION FREQUENCY INDEX - (SAIFI)

Month	Total No. of sustained interruptions during the month	Total no. of consumers	SAIFI = A/B
	A	B	

CONSUMER AVERAGE INTERRUPTION DURATION INDEX - (CAIDI)

Month	Total duration of sustained interruptions during the month Minutes	Total No. of sustained interruptions during the month	CAIDI = C/A CAIDI = $\frac{\text{SAIDI}}{\text{SAIFI}}$
	C	A	

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	

No. of pending consumer grievances

Sr. No.	Division/Franchise Area	Pending	Remarks

No. of pending RCI Connections

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

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

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

Collection Efficiency

Sr. No.	Division/Franchise Area		Month		Remarks
		Demand	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	

Reduction in Live Arrears

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

Details of Accidents in the Franchise Area

Sr. No.	No. of Fatal Accident						No. of Non Fatal Accidents						Remarks	
	DF Employees		Other Persons		Animals		DF Employees		Other Persons		Animals			
	During month	Cumulative	During month	Cumulative	During month	Cumulative	During month	Cumulative	During month	Cumulative	During month	Cumulative		

Energy Audit of Express Feeders

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

Details of Failure of Distribution Transformers

Month	Details	Capacity in KVA														Total					
		25	50	63	100	150	200	250	300	315	400	500	600	630	750	830	1250	1000	1600	Nos.	KVA
	Transformers in operation																				
	Transformers failed																				
	Percentage of failure (%)																				

Details of HT Consumers added during the month

Month	No. HT Consumers added during the month												Date of Release	Remarks / Purpose	
	Name of HT Cons.	Cons. No.	Category	Conn. Load CL (KW)	Contract Demand CD (KVA)	Meter on HT/LT	CT Ratio	PT Ratio	HT Cubicle provided	Meter Details Make	Meter No.	Meter CT ratio			Initial Reading

Complaints

Sr.No.	Particulars	During the month	Upto date Progress
	<u>Consumer Grievance Redressal Forum</u>		
1	No. of Complaints /Grievance received		
2	No. of Complaints /Grievance solved		
3	Balance complaints at the end of month to be resolved		
	<u>MERC</u>		
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
TECHNICAL			
1	As per 2001 Census		
	Villages	Nos.	
	Towns	Nos.	
	Villages – Electrified	Nos.	
	Towns – Electrified	Nos.	
	Balance to be Electricified - Villages	Nos.	
	Balance to be Electricified - Towns	Nos.	
2	WADIES		
	Electrified during the month	Nos.	
	Balance to be Electricified	Nos.	
	Total Electrified – Cumulative	Nos.	
3	Overhead Lines (33 KV)		
	As on	KM	
	Added during the month	KM	
	Added during the year	KM	
	Upto date	KM	
4	Overhead Lines (22KV)		
	As on	KM	
	Added during the month	KM	
	Added during the year	KM	
	Upto date	KM	
5	Overhead Lines (11KV)		

Sr. No.	Description	Unit	Up-to-date Progress
	As on	KM	
	Added during the month	KM	
	Added during the year	KM	
	Upto date	KM	
6	Underground Lines (33 KV)		
	As on	KM	
	Added during the month	KM	
	Added during the year	KM	
	Upto date	KM	
7	Underground Lines (22 KV)		
	As on	KM	
	Added during the month	KM	
	Added during the year	KM	
	Upto date	KM	
8	Underground Lines (11 KV)		
	As on	KM	
	Added during the month	KM	
	Added during the year	KM	
	Upto date	KM	
9	LT Line – Overhead		
	As on	KM	
	Added during the month	KM	

Sr. No.	Description	Unit	Up-to-date Progress
	Added during the year	KM	
	Upto date	KM	
10	LT Line – Underground		
	As on	KM	
	Added during the month	KM	
	Added during the year	KM	
	Upto date	KM	
11	22/0.4 KV DTC		
	Transformers in operation	Nos.	
	Added during the month	Nos.	
	Augmented during the month	Nos.	
	Failed during the month	Nos.	
	% Failure	%	
12	11/0.4 KV DTC		
	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	1151.46	843.24
2	1165.05	899.80
3	1198.89	961.90
4	1238.38	1030.73
5	1285.51	1095.67
6	1351.43	1165.37
7	1432.79	1249.86
8	1521.86	1335.17
9	1610.20	1420.72
10	1703.72	1511.75
11	1804.25	1605.47
12	1914.52	1708.37
13	2031.53	1817.87
14	2155.72	1934.38
15	2287.52	2058.36

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

Year	In Rs. Cr.
2003-04	207.6
2004-05	212.74
2005-06	240.51
2006-07	288.92
2007-08	296.19
2008-09	314.43

Note: Revenue Realisation is arrived at after including Subsidy and after deducting Electricity Duty and Tax on Sale of Electricity

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.

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

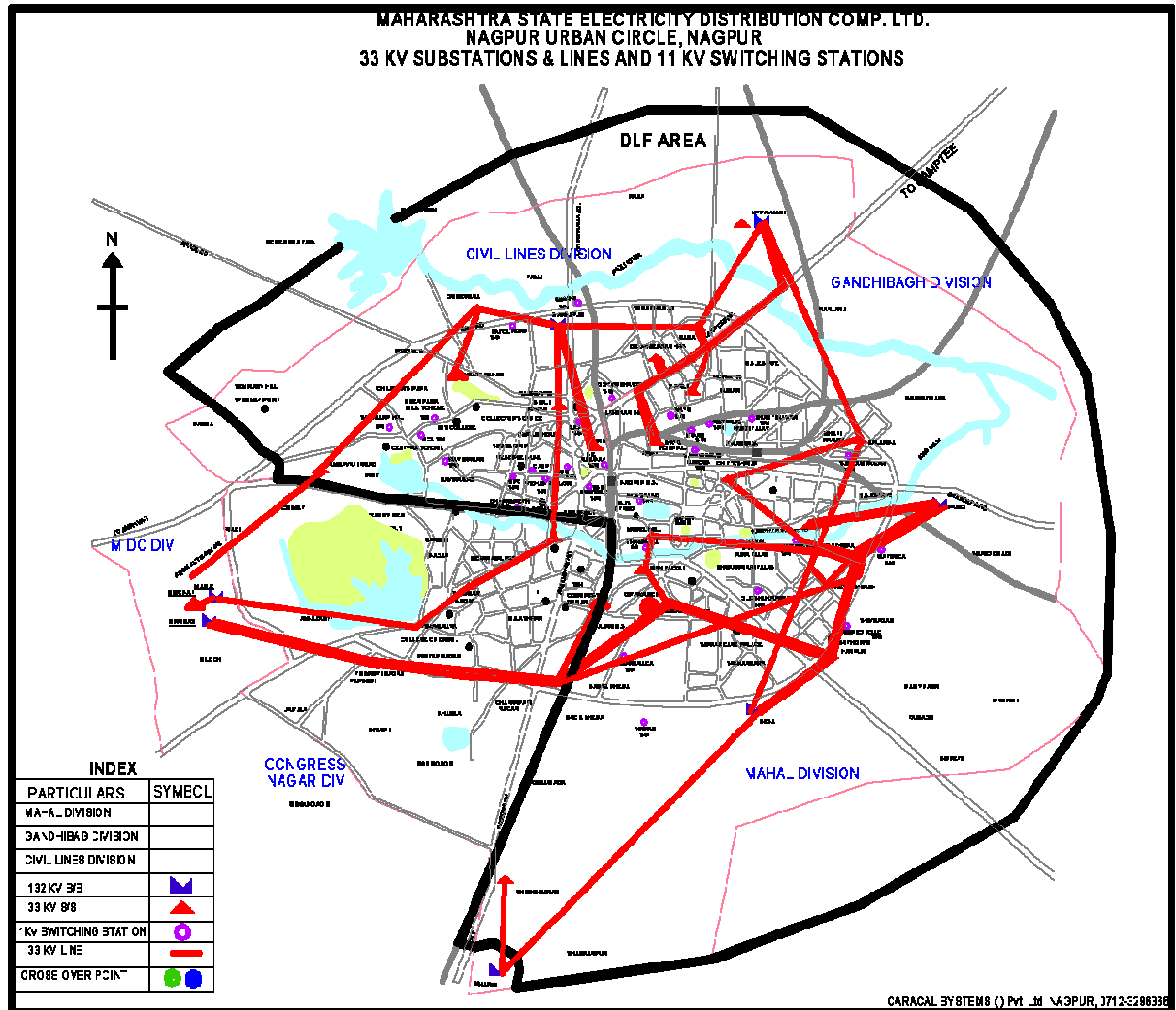
3. For calculating the actual HT/ LT average billing rate in (1) and (2) above, all components of tariff as per MERC order shall be considered except the components of billing like Electricity Duty, Tax on sale of electricity, delayed payment charges and interest, and penalty for theft assessment as per format annexed at annexure 15.
4. 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.	0.437
1	0.459
2	0.483
3	0.507
4	0.532
5	0.559
6	0.587
7	0.617
8	0.648
9	0.681
10	0.715
11	0.751
12	0.789
13	0.829
14	0.871
15	0.915

ANNEXURE 15: COMPUTATION OF AVERAGE BILLING RATE (ABR)

ABR CALCULATION		NAGPUR URBAN CIRCLE
Sr. No.	Particulars	Amount in Rupees 2008-09
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)	
A	Grand Total	
B	Electricity Duty+TOSE	
A-B	Total Demand	
C	Total Sale (Metered + Unmetered)	
(A-B)/C	ABR (B.Y 08-09)	

ANNEXURE 16: GEOGRAPHICAL MAP OF FRANCHISE AREA

ANNEXURE 17: FORMAT FOR CAPEX

														Q	R
S. N o.	Item	Unit	Unit rate as per invoice per Set / or Nos.	ED 16 % on D	Edu. Cess 2% on E	Sec. Edu.C ess 1% on E	12.5 % VAT on (D+E +F+G)*12. 5%	Frei ght	Total cost of materi al =(D+E+ F+G+H +J)	Octroi 3% on K	Unit Cost of materi al (K+L)	Qualif ying Qty	A	B	C

18. ANNEXURE C: LOAD GROWTH ESTIMATE OF THE FRANCHISE AREA

Year	Total Energy Input (Mus)	Total Energy Sales (Mus)
1	1151.46	843.24
2	1165.05	899.80
3	1198.89	961.90
4	1238.38	1030.73
5	1285.51	1095.67
6	1351.43	1165.37
7	1432.79	1249.86
8	1521.86	1335.17
9	1610.20	1420.72
10	1703.72	1511.75
11	1804.25	1605.47
12	1914.52	1708.37
13	2031.53	1817.87
14	2155.72	1934.38
15	2287.52	2058.36

19. ANNEXURE D: AVERAGE REVENUE REALISATION IN THE FRANCHISE AREA

Year	In Rs. / Kwh
2003-04	2.14
2004-05	2.09
2005-06	2.33
2006-07	2.75
2007-08	2.72
2008-09	2.89

Note: Average Revenue Realisation is arrived at after including Subsidy and after deducting Electricity Duty and Tax on Sale of Electricity

20. ANNEXURE E: MINIMUM BENCHMARK INPUT RATE FOR TERM OF AGREEMENT

Year	Input Rate (Rs / kWh)
1	2.66
2	2.80
3	2.91
4	3.01
5	3.07
6	3.08
7	3.09
8	3.08
9	3.07
10	3.06
11	3.03
12	3.01
13	2.98
14	2.95
15	2.91

21. ANNEXURE F: FORMAT FOR CLARIFICATIONS /AMENDMENTS ON THE RFP

Sr No.	Document (whether RFP/ DFA)	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment

For and on behalf of :

Signature :

(Authorised Signatory)

Name of the Person :

Designation :

Bidder's Rubber Stamp/ Common Seal and Full Address.

(Note: This format shall be used for submission of requests for clarifications/amendments on the RFP. All queries and suggestions on the RFP should be as per the format provided in Annexure F and must be provided in soft copy via spreadsheet software (such as Microsoft Excel, etc.) to the address provided in Clause 6.16, in addition to hard copies, if any.)

ANNEXURE G - ILLUSTRATION OF PRICE BID EVALUATION

Following illustration presents the methodology that will be used to evaluate the Price Bids of Bidders. For the purpose of this illustration following assumptions have been made:

- Discount Rate has been assumed at 10.19%
- Evaluation is described of the price bids of two bidders whose technical criteria qualify them for the price bids

Evaluation Result: The Discounted Price Bid for Overall Discounted Input energy payment to MSEDCL of Bidder A is higher than that of Bidder B. Therefore Bidder A is short-listed.

Benchmark NPV

Year	Input Rate (Rs/kWh)	Input Energy (Mus)	Input Energy Payment to MSEDCL (Rs Crores)	Discount factor at 10.19%	Discounted Input Energy Payment to MSEDCL (Rs Crores)
	A	B	C=(A*B)	D	E=(C*D)
1	2.66	1151.46	305.79	0.908	277.51
2	2.80	1165.05	326.53	0.824	268.93
3	2.91	1198.89	348.39	0.747	260.40
4	3.01	1238.38	372.51	0.678	252.68
5	3.02	1290.12	390.10	0.616	240.14
6	3.04	1367.42	415.43	0.559	232.08
7	3.05	1449.54	442.26	0.507	224.22
8	3.04	1539.48	468.18	0.460	215.42
9	3.03	1628.73	493.47	0.418	206.05
10	3.02	1723.22	519.85	0.379	196.99
11	2.99	1824.80	545.86	0.344	187.72
12	2.96	1936.26	573.92	0.312	179.12
13	2.93	2054.54	603.00	0.283	170.79
14	2.90	2180.06	633.05	0.257	162.72
15	2.87	2313.28	664.04	0.233	154.90
Total		24061.22	7102.37		3229.69

Bidder A's Price Bid Evaluation

Year	Input Rate (Rs/kWh)	Input Energy (Mus)	Input Energy Payment to MSEDCL (Rs Crores)	Discount factor at 10.19%	Discounted Input Energy Payment to MSEDCL (Rs Crores)
	A	B	C=(A*B)	D	E=(C*D)
1	3.16	1151.46	363.36	0.908	329.76
2	3.32	1165.05	387.11	0.824	318.82
3	3.46	1198.89	414.33	0.747	309.69
4	3.57	1238.38	441.86	0.678	299.72
5	3.57	1290.12	461.06	0.616	283.82
6	3.60	1367.42	492.01	0.559	274.86
7	3.65	1449.54	529.23	0.507	268.32
8	3.72	1539.48	572.87	0.460	263.58
9	3.70	1628.73	602.59	0.418	251.62
10	3.92	1723.22	674.94	0.379	255.77
11	3.68	1824.80	671.77	0.344	231.02
12	3.67	1936.26	711.40	0.312	222.03
13	3.63	2054.54	746.81	0.283	211.53
14	3.62	2180.06	790.01	0.257	203.07
15	3.60	2313.28	832.91	0.233	194.30
Total		24061.22	8692.25		3917.90

Bidder B's Price Bid Evaluation

Year	Input Rate (Rs/kWh)	Input Energy (Mus)	Input Energy Payment to MSEDCL (Rs Crores)	Discount factor at 10.19%	Discounted Input Energy Payment to MSEDCL (Rs Crores)
	A	B	C=(A*B)	D	E=(C*D)
1	2.96	1151.46	340.33	0.908	308.86
2	3.06	1165.05	356.82	0.824	293.87
3	3.15	1198.89	377.17	0.747	281.91
4	3.36	1238.38	415.85	0.678	282.08
5	3.36	1290.12	433.96	0.616	267.14
6	3.41	1367.42	466.03	0.559	260.35
7	3.45	1449.54	500.24	0.507	253.62
8	3.46	1539.48	532.84	0.460	245.17
9	3.44	1628.73	560.25	0.418	233.94
10	3.44	1723.22	592.22	0.379	224.42
11	3.38	1824.80	617.02	0.344	212.20
12	3.41	1936.26	661.05	0.312	206.32
13	3.40	2054.54	699.56	0.283	198.14
14	3.38	2180.06	737.69	0.257	189.62
15	3.37	2313.28	779.70	0.233	181.88
Total		24061.22	8070.74		3639.51