



No 1659/SE(Commercial)/MVVNL/MEDCO/2309/2018/ Cluster-7

Dated: 19 -07-2018

M/s BCITS Private Limited
#86, 3rd Cross, Bhoopsandra Main Road, RMV Hnd Stage, Bangalore 560094
Karnataka, India. Ph: 080-23414178 Email: edwardburns@bcits.in.

M/s Quantum Power System
811, 3rd Cross, ITI Industrial Estate, Mahadevapura, Bangalore

Subject:- Letter of Intent for Door to Door meter reading, Bill Generation and Serving through SBM/Mobile app/other suitable means with downloading in Azamgarh, Basti and Gorakhpur Distribution zones of PuVVNL.

Dear Sir(s),

With reference to your offer against Madhyanchal Vidyut Vitran Nigam Limited tender No. MEDCO/2309/2018 a Letter of Intent is hereby issued to you for following work for Azamgarh, Basti and Gorakhpur Distribution zones of PuVVNL for the quantities and on following rates approved on the terms and conditions given in the tender specification and as mentioned below:-

Sl.No	Description of Work	No.of Qty	Units	Rate	Amount
				INR	INR
1.00	One time fee to be paid after 8 months for carrying out activities given at point no 25 of clause 5.1. of the scope of work and in clause 5.3 (updating name and address) (Cluster-7) (AZAMGARH, BASTI AND GORAKHPUR DISTRIBUTION ZONE)	1.00	Job	7500000.00	7500000
2.00	Billing and bill distribution to un-metered connections in rural areas (1412000x36)	50832000.00	Nos	10.28	522552960
3.00	Manual Meter reading, billing and bill distribution of single phase meters (616000x36)	22176000.00	Nos	11.50	255024000
4.00	Downloading, billing and bill distribution of single phase Meters (616000x36)	22176000.00	Nos	11.75	260568000
5.00	Three phase LT meters using MRI Equipment upto 9 kW (23000x36)	828000.00	Nos	25.00	20700000
6.00	Distribution transformer meters (3400x36)	122400.00	Nos	75.00	9180000
7.00	Bill printing and delivery for smart meters (20000*36)	720000.00	Nos	8.00	5760000
	Total in Figures				1081284960

(Total amount Rupees One Hundred Eight Crore Twelve Lacs Eighty Four Thousand Nine Hundred Sixty Only)

1.0 TERMS AND CONDITIONS:-

1.1 Prices are firm and firm in all respect and inclusive of all statutory taxes, but exclusive of GST, which shall be paid extra as per prevailing rule, at actual on production of relevant documents with proof. No other additional amount shall be payable due to levy of any other taxes or charges during currency of contract.

2.1 SCOPE OF WORK: The scope of work under this specification covers the following:-

1. Door to door downloading of meter reading, bill generation and serving of the bill to all eligible consumers on a monthly basis.
2. Maintenance of mapping and documentation of existing consumers including linkage of leftover consumer.
3. Establishing firm's own office(s) at least at district headquarter level. No extra payment shall be made to the agency on this account. **The computer terminal to upload billing data will be provided by the discom in their divisional offices.**

4. It is desirable that the agency/agencies shall deploy one meter-reader for every **1500 consumers in rural areas and 2000 consumers in urban areas**. however if in any case it is found that the number of deployed readers is less than **5 percent of the stipulated minimum requirement**. then a penalty @Rs. 200/- per day per meter reader subject to maximum of Rs. 5000/- per meter reader per month for short numbers of meter readers deployed, provided the agency meets its reading targets with lesser number of meter readers shall be imposed on billing agency. In case the agency fails to meet the billing targets, the penalty amount will be four times the rates specified above.
5. The bidder should be registered in **ESI/EPF/W.C./labour department** as applicable for engaging operators for hand held billing and other related computer works.
6. The billing agencies shall ensure minimum wages to their employees in compliance of labour laws.
All meter readers will be paid their wages directly to their respective bank accounts only through electronic mode and proof of the **previous month's** payment has to be attached by the agency along with their bills. **For the first month's bill no proof of payment is required. For the second month bills, the proof of e-payment of wages for the first month will be required and so on.** Their Aadhar card number shall be given to the DISCOM for record. This will also help weed out any blacklisted employees for employment in other clusters.
7. If desired by the DISCOM, meter readers shall be made available by the firm for other related works **like verification readings to help in identification of defaulter consumers etc** also from 24th till the end of the month.
The meter reading of single phase LT consumers will be downloaded using SBM, smart phone or any such suitable technology, meter readings of three phase LT consumers will be down loaded using MRI equipment or equivalent to capture all parameters like MDI other load survey and meter tamper data etc. MRD file of MRI shall be submitted to concerned electricity test division/ electricity distribution division along with MRI report in a format prescribed by UPPCL.
8. Until the downloading percentage reaches 95%, cross checking of 5% of non-downloaded readings, 100% checking of exception readings as defined in clause 24 of tender specification and random cross checking of 0.5% of downloaded readings will have to be done by a supervisor. The divisional Executive Engineer, through his own staff will cross check 10% of the reading verified by the supervisor and at least 50% of the exception reading as defined in clause 24 of tender specification besides random verification of any other reading done by the meter readers. Photograph based meter reading will be required to be taken for all cases of exception. It would be the responsibility of the divisional engineer concerned that no exception reading remains for more than two consecutive cycles. If more than 5% errors are found during the checking of divisional engineers the agency will be penalised @ 2% of their revenue of the month for every percentage of the error.
9. The minimum downloading percentage required will be counted in reference to downloadable meters as under:
 - a) In the RAPDRP towns
 - First two months of the contract: Average of 80%
 - Next two months of the contract: Average of 90%
 - Next two months of the contract: Average of 95%
 - After six months of the contract: Average of 97%Provided further that after 6 months of the contract, no single meter shall remain without downloading for more than 3 consecutive cycles. Agency will be required to

inform the division for taking corrective action if a meter remains without downloading for two consecutive cycles.

b) In the non-APDRP towns/rural areas

First two months of the contract: Average of 50%

Next two months of the contract: Average of 70%

Next two months of the contract: Average of 85%

Next two months of the contract: Average of 92%

Next two months of the contract: Average of 94%

Next two months of the contract: Average of 97%.

Provided further that after 12 months of the contract, no single meter shall remain without downloading for more than 3 consecutive cycles. Agency will be required to inform the division for taking corrective action if a meter remains without downloading for two consecutive cycles.

In both the above situations, the agency will be paid an incentive amount of 15% of the agreed rate per reading for exceeding the downloading percentage (for the readings in excess of above percentage) in APDRP towns and 20% in non APDRP towns/rural areas.

Likewise, there will be a penalty of 50% of above amount for not meeting the above targets. The penalty will be calculated on the slippages only.

10. The supervisory cross-checking requirements will be substantially reduced/modified after the downloading percentage crosses 95% and will be limited to verification of those meter readings where downloaded reading is not available for more than 2 billing cycles. However, the division engineer's responsibilities will remain unchanged.
11. The bills will be printed using a non-thermal printer (permanent type) on paper not less than 56 GSM in the format specified by Discom.
12. DISCOMs may ask billing agencies to use their devices (mobile/SBM/any other) to be connected with Access Point Network (APN) prescribed/provided by DISCOMs for security reasons.
13. All meter readings and bill distribution have to be completed **within 20 days of books/data being made available**. Failure to do so will invite a penalty of 5% of the reading rates for the readings done after 23rd of the month **or provided clear 20 days have lapsed after the books/data being made available**.
14. Every consumer shall be served a bill on one month ± 5 days basis or on any other restriction imposed by UPERC in this regard. Failure to do so will invite penalty as per UPERC regulation or 5% of the billing rate (on the slippages only) whichever is higher. This penalty however will not apply for the first two months of the contract.
15. The agency shall be paid an incentive of INR 200 on discovery of a running meter not in DISCOMs billing net plus 25% of the recovered energy on realisation of the amount. 75% of the above amount will be **paid for the meter reader** who would first report such a connection, whereas 25% of the amount will be **paid for the agency**. The agency shall popularise this scheme with all its meter readers and this would form an essential part of their training.
16. All meter readers shall wear proper uniform. All meter readers shall wear identity card jointly signed by the department and the firm.

17. All meter readers will be imparted proper training on meter reading and behavioural aspects by the agency and a certificate to that effect will be enclosed every time a new meter reader is issued an identity card. Also, the behavioural training must be repeated every year and a certificate to that effect must be enclosed by the agency every twelve month.
18. Working S.B.M/smart phone or any other **device with cord shall be provided** by the billing agency to each meter reader at their own cost. The equipment should be compatible with DISCOMs billing system and should include impact printer. However, in order to start work immediately, DISCOM may provide S.B.M Machines available with them **(without probe)** on loan against deposition of INR 10,000/-per machine as security **(subject to availability only)**. This facility will be rent free for first three months and will be subject to monthly rent of INR 600/- per machine per month **thereafter**.
19. It is clarified that the existing billing software with UPPCL, Oracle based for RAPDRP towns and Fluent Grid/M Power for non APDRP towns will be made available free of cost to the successful bidder(s).
20. It may also be noted that there is a program under implementation in 13 different towns served by Uttar Pradesh DISCOMs to install a total of 40 lacs smart meters. The installation is likely to begin from February 2018 and completed by July 2020. In case of smart meter installation, the bidders are required to quote only for the printing and delivery of bills in all cases (billing data will be provided to them at divisional offices) and exception reading and billing in cases required to be read as exception. The bidders are also informed that all DISCOMs plan to grant large number of new connections in a prepaid mode and those will obviously not require metering and billing services.
21. It may also be noted that Uttar Pradesh Discoms are likely to release over 1.5 crore new connections (across all 4 Discoms) in near future which may be through a combination of prepaid and post-paid meters. The value of business will increase accordingly the manpower deployment may have to be increased to handle the value. **If the volume of business increases by more than 30 percent from the existing volume a discount of 5 percent will be uniformly applied on the quoted rate/rates on renewal.**
22. The agency shall collect and feed the following information in SBM/data base pertaining to the exceptions: -

Code	Exceptions
0	Meter Defective
1	Meter Tamper/Meter By pass/Katiya
2	Billing in wrong tariff
3	Meter change not advice
4	Line Disconnected
5	Not traceable
6	House Lock
7	Refused access/Verbal Reading
8	Mechanical Meter
10	Consumers existing but not in billing list
11	Bills in IDF but meter running
12	Meter OK
13	Exorbitant amount bill not delivered
14	Negative amount bill not delivered

23. Billing agency is required to update the following data for all the consumers, if not available:

Information from field	
Code	Information
1	GIS pole code
2	Meter Number
3	Customer Mobile Number
4	Customer GPS Location
5	Customer Adhar number

The timeline to update this data for **RAPDRP** towns will be within two months from the date of start of billing for at least 50% of the remaining consumers, within 4 months for 95% of the remaining consumers, within 6 months for 98% of the remaining consumers and within 8 months for a minimum of the remaining 99.5% consumers. They shall provide the list of remaining consumers to DISCOM management for action to clean up the rest.

Similarly, the time lines for **Non- RAPDRP** towns and rural areas for providing above data would be within 3 months for at least 50% of the remaining consumers, within 4 months for 70% of the remaining consumers, within 6 months for 90% of the remaining consumers and within 8 months of the remaining 99.5% consumers. They shall provide the list of remaining consumers to DISCOM management for action to clean up the rest.

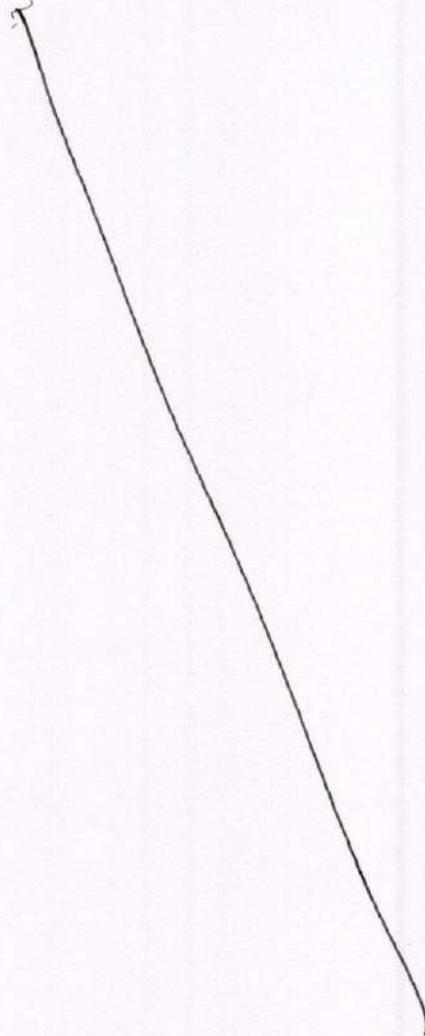
In both the above situations, the agency will be paid an incentive amount of 10% of the agreed rate per reading for exceeding the targets without the Aadhar number (and additional 5% for exceeding the target with Aadhar number also) in **RAPDRP** towns and 15% + 5% in **Non- RAPDRP** towns/rural areas.

Likewise, there will be a penalty of 50% of above **incentive** amount for not meeting the targets or more than 5% data feeding being incorrect. Divisional engineers to cross check the data. The penalty will be calculated on the slippages only. Provided however that, there will be no penalty for non-collection of **Aadhaar** number of the consumers.

The agency will have to feed the above information in SBM/data base of all the consumers within the above stipulated time frame. The agency shall, after carrying out the survey will develop a route map for efficient billing. Such route maps will be submitted to the Executive Engineers in soft copies.

24. Billing agency shall survey the site of untraceable consumers (whose meter reading could not be carried out due to non-traceability of premises and shall furnish the information regarding the untraceable consumers in the following format-

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Table:1 Format For Reporting Untraceable Consumers

Complete Address	If connection is still under use			If any other connection is found running at the consumer address										
Where the connection was existing with GIS location	Meter No.	Reading	Meter working or not	Book No.	S.C. No.	Name of consumer	Sanctioned load	Whether the connection is in the name of person presently staying	Whether the person staying is landlord or tenant and date since when living	Related / not related with earlier connection (relationship if related)	Date/year of obtaining present connection	Present meter number	Present meter reading and date	Mobile number - presently staying tenant - landlord

Billing agency shall furnish the distribution division wise complete details of untraceable consumers in the following time frame-

S.No.	Time Schedule	Percentage of untraceable consumers for which details are to be furnished by billing agency.
1	In I st & 2 nd month of billing	-
2	In III rd month	20%
3	In IV th month	20%
4	In V th month	20%
5	In VI th month	20%
6	In VII th month	20%

Failure to meet above targets will attract a 7.5% penalty on the reading rates on the shortfalls only. If any consumer/site is not traceable even after making sufficient efforts by the billing agency, the agency shall submit the report of such consumers to EE(D) concerned. **Likewise, an incentive of 7.5% per consumer will be paid for exceeding the above targets, calculated on the number of consumers exceeding the above targets.**

25. **Provided further that the amount of penalties calculated under all the clauses of this contract shall be limited to one month's normal bill in a quarter** (lowest of the three month's bills) while there will be no upper limit on the incentives that the agency can earn under various clauses of the contract.
26. A computer terminal linking to RAPDRP application shall be provided to bidder in each division along with secure restricted authorization and meter supervisor of the agency shall be responsible for downloading & uploading the data from & to the server on daily basis.
27. The format for data to be downloaded for single phase, 3 phase meters direct or CT connected meters and HT meters will be provided by the Discoms and can be varied from time to time as per the requirement. The data may include instantaneous parameters, tamper events, load survey, MDI, consumption register etc.

2.2 ESTABLISHING OF THE OFFICE

The agency shall establish his own office at his own cost at divisional office or at a place suitable to carry out this activity. Building for this office and electricity connection etc. shall be arranged by the agency. No extra payment shall be made for setting up of this office.

2.3 UPDATING OF NAME AND ADDRESS OF CONSUMERS

- i. Verification of address of each consumer to be reported to EE/SDO.
- ii. To note down the Father's / Husband's name of each consumer.
- iii. To identify the cases where the named consumers is dead or changed, notice to be served in such cases for change of Tenancy.
- iv. The data base as required along with the meter books will be made available to the successful agency.
- v. Generating and submitting reports to Executive Engineer distribution concerned about consumers whose data could not be collected fully and stating reasons thereof and thereafter making sufficient efforts to collect the data by making subsequent visits to premises of such consumers.

2.4 METER READING, BILL GENERATION & SERVING OF BILLS

All consumers with legal connections receiving power from the DISCOM system must be billed for which the following activities are to be carried out: -

- i. All meter readers shall carry identity card jointly signed by the DISCOM and the agency.
- ii. All meters readers are required to wear the proper uniform. The colour etc. of the uniform shall be decided by the DISCOM. The uniform shall be provided by the billing agency, for which no extra payment shall be made to the billing agency by the DISCOM.
- iii. Prior to the commencement of work the firm shall submit the complete list of persons to be deployed at different levels for the work along with their qualification to the Engineer of the contract. Under any circumstances man power shall not be less than the tendered requirement.
- iv. The agency shall ensure 100%-meter reading including bill generation and maximum demand recorded during the month of serving of bill to all the billable consumers. If the access to consumers' premises is not possible, due to premises locked or any other reason, the adequate efforts to the satisfaction of the DISCOM must be made to gain access. The premises shall be visited two times in one cycle and even then, if the access is not possible, provisional bill on NA/NR basis shall be issued to the consumer from the system along with a notice to the consumer to make available premises open for meter reading. Such notices along with the provisional bills shall be delivered at the consumers premises. Whenever consumer denies entry in the premises or refuses to allow access to the meter for its reading, list of such cases shall be submitted daily to concern EE/SDO so that the meters are read, and the bills are issued.
- v. In the event of any consumer being billed on provisional basis for more than two consecutive billing cycles, a list of all such consumers must be provided by divisional engineer who will also print disconnection notice & section 3 notice. The same has to be delivered by meter readers of agency.
- vi. Bills are to be made available to the consumers at least one week before the due date of payment i.e. billing in each cycle shall be completed with a 23 days' time schedule (from 1st of the month to 23rd of the month: **in any case not later than 20 days after the books/data being made available online**) in respective months on which due date for payment falls.
- vii. Bills will be generated based on downloaded reading only. However, in cases where downloading of reading is not possible due to technical reasons, the bill shall be generated and issued to the consumer only after physical verification of the meter reading at site by the

- agency's authorized representative. In such event a photograph of such meter reading is to be captured and uploaded in the system. Also, the cases where more than two consecutive readings are not downloaded should be reported to the executive engineer.
- vii. Once the bill is issued/generated, no correction shall be made in the consumer's bill without approval of designated officer of the DISCOM.
 - viii. All the consumer information data and billing details should be clearly visible on the bill generated by hand held machine/other billing equipment.
 - ix. Electricity bill of exorbitant amount and of negative amount in a particular cycle, shall not be delivered to the consumers. Such cases shall be brought to the notice of concerned EE/SDO and only after their authorization; these bills shall be delivered to the consumer.
 - x. Meter reader of the agency shall not enter the meter reading in hand held machine of a particular connection without verifying the book No., S.C. no. & meter no. at site. If book no. and S.C. No. is correct and meter change is found at site, in such cases, bill will be generated but the details of change of meter shall be noted separately along with dial reading and such cases shall be reported separately to concern EE for issuing advice/card code, so that meter reading bill is issued in next billing cycle.
 - xi. The agency shall also read the Distribution Transformer's meter for which payment shall be made at the quoted rate.
 - xii. Areas of meter reading of all the meter readers shall be rotated after **every six Months or earlier**. However divisional engineer can order rotation of meter readers earlier by giving his reasons in writing.
 - xiii. The following remarks are indicated in billing data/reports as per the status of consumer premises/meter condition, wherever necessary.

- (a) IDF Informed defective/Meter defective/Damaged meter
 - (b) ADF Appears defective
 - (c) RDF Reported defective
 - (d) NA/NR No Access/ No reading/Premises locked
 - (e) DO Dial Over
 - (f) SB Seal broken
 - (g) IR Illegal Reconnection
 - (h) TD Temporary Disconnection
 - (i) GB Glass Broken
 - (j) MC Meter Change
 - (k) MR Meter Removed (P.D. Connection)
- (Above cases will be listed separately)

1. TIME SCHEDULE

Job Description	Guaranteed time Schedule*
(i) Start of hand held billing	30 days from issue of LOI or earlier.
(ii) Monthly/ billing activities	To be completed as per monthly billing cycle.(from 1st on each month to 23 rd of each month)

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**In case any other billing agency is already operating in a cluster for which a bidder has quoted, the contract will be awarded for this cluster in a phased manner.*

3. OTHER PENALTIES:

The following penalties shall be levied on the agency on case to case basis:

- (i) If in the event of departmental enquiry or consumer's complaint that the meter reading has been recorded incorrectly, is established to the satisfaction of DISCOM, a penalty of Rs. 100/- per incorrect reading shall be recovered from the bill of the agency.
- (ii) In the event of departmental enquiry of consumer's complaint that the bill has not been delivered to him is established to the satisfaction of DISCOM, a penalty of Rs. 100/- per bill shall be recovered from the bill of the agency.
- (iii) If on checking it has been established that NA/NR, IDF/ADF/RDF bills (where agency has claimed for generation and serving of bill to consumer premises) has been issued to consumer without visiting the consumer premises, a penalty @ 250/- per bill shall be recovered from the bill of the agency.
- (iv) If at any time, it has been established that the meter reading is accumulated for over 3 months in the consumer meter due to wrong meter reading by the agency's operator, in such cases the cost of accumulated units shall be recovered from the firm as penalty from firm's bills (even though the amount of such unbilled unit is realised from the consumer. If accumulation of readings is repeated in future, triple the cost of accumulated units shall be recovered from the firm as penalty. In case of any dispute regarding accumulation of readings, decision of concerned CZE (Distribution) shall be final and binding on both the parties. In case, it has been established that the meter reader is involved in malpractices, the operator shall have to be removed from service and FIR against the operator shall be lodged by the agency, failing which FIR may be lodged against the agency by DISCOM. The culprit meter readers shall be debarred from further deployment in DISCOM for meter reading or any work. This shall be substantiated by checking his Aadhar card number.
- (v) Employee of the agency shall not accept the cash amount from the consumer in any case. If it has been established that any agency's employee has accepted cash payment, he shall be liable to be removed from the service immediately by the agency. Any loss suffered by the utility on this account shall be recovered from the agency's bills and a penalty @ Rs. 200/- per such case shall be debited to the agency's account.
- (vi) If any consumer/site is not traceable even after making sufficient efforts by the billing agency, in such case billing agency shall submit the report of such consumers to EE(D) concerned, that even after making sufficient efforts, the consumer could not be traced.
At any stage, if it is found that information about untraceable consumers provided by the billing agency is not correct, a penalty @ Rs. 500 per such incorrect information shall be imposed on the agency.
- (vii) If it is found that the number of deployed meter-readers is less than one reader for every 1500 consumers, then a penalty @ Rs. 200/- per day per meter reader subject to maximum of Rs. 5000/- per meter reader per month for short numbers of meter readers deployed shall be imposed on billing agency.

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4. CONTRACT PERIOD AND PREMATURE TERMINATION

The term shall be initially for a period of three years, extendable/renewable by further four years in span of two years each with mutual consent.

However, depending upon the non-performance of billing agency, contract may be terminated at any time with 30 days prior notice to the firm. In such a case, seven days show cause notice will be served to billing agencies in case of stored reading cases, wrong reading cases, less than the stipulated reading/billing cases exceeding the permissible limits as determined by CE(D) or deploying less than the required (as per norms) meter readers. In case the billing agencies do not take remedial actions within the next 2 weeks to the satisfaction of CE(D), process of termination of agreement shall be completed.

5. PAYMENT OF BILLS

UPPCLs /DISCOMs billing system will automatically calculate the bill for the agency based on recorded readings and forward it to the agency by 3rd working day of the month. The billing agency can then submit their bills to the concerned Chief Engineer (Distribution) of the DISCOM by 7th of the month. The CE(Distribution) will communicate any and all of his objections to the bill in writing within the next 3 working days. The bills will be paid within 5 days of the removal of his objections or by 25th of the month, whichever is later. In case CE(D) has not communicated his objections in writing within the next 3 working day of the submission of bill, it would be assumed that he has no objection to the bill generated in accordance with UPPCLs/DISCOMs billing system and the bill will be paid by 25th of the month.

If however, the bills are delayed more than 30 days from the above due date, the interest @ 1% per month or part thereof counted from the period of expiry of above 30 days will be payable.

6.1 SIGNING OF AGREEMENT

On receipt of Letter of Intent (LOI), enter into a contract with Superintending Engineer (Commercial), of the concerned DISCOM by jointly signing an Agreement. The Agreement shall be executed within fifteen days thereafter. The person signing the Agreement must be duly authorized by the authorized person of the firm.

6.2 PERFORMANCE SECURITY

Within 30 days of receipt of the LOI, the successful bidder shall furnish a performance security @ 10% of the first years accepted contract value, in any one of the following formats to guarantee faithful performance of the Contract to Managing Director, of the DISCOM or his nominee, on submission & confirmation of which, if required, the earnest money deposit shall be refunded:

FDR/TDR/CDR etc. duly pledged in favour of concerned authority of the DISCOM issued by **any Indian Nationalized Bank.**

Or

Bank guarantee in favour of concerned authority of the DISCOM as per the Performa to be provided by Department The BG shall be valid till completion of contracted period along with extra 6 months as claim period.

Provided further that the performance guarantee amount will be increased at least one month prior to the expected increase in business volume as communicated by Discoms on six monthly basis, failing which the performance guarantee already provided will be in encashed/forfeited and the contract will be terminated

In case of consortium, the performance security of 10% of the contract value shall be submitted by both the partners. 2/3rd of the performance security to be submitted by the lead partner and 1/3rd of the performance security by the other partner. The performance security shall be refunded to the agency after 6 months of completion of the contract as per the Agreement. The firm has to first furnish the performance security amount and then commence work. Failure in furnishing the performance security shall result in annulment of the award and forfeiture of the earnest money.

7.0 QUANTITY VARIATION

“Quantity may be vary $\pm 50\%$. However, in any case 100% billing shall be ensured throughout the contract period i.e. each and every consumers shall be billed irrespective of number of billable consumers during any time of contract.”

8.0 PROFILE OF THE EXISTING SYSTEM

8.1 WORKING AREA & NUMBER OF CONSUMERS:

The number of consumers is approximate and actual number of consumers may vary. The number of consumers usually increases/decreases as new connections are given or deleted regularly. The number of consumers may also vary based on the level of illegal connections in the area, among other reasons. The starting date of meter reading work at some of the distribution divisions under a distribution circle may differ depending on expiry of existing contract of meter reading.

8.2 MASTER DATABASE

Following import data in respect of various consumers existing in the area of the circle is required to be documented in software for development of CONSUMER DATA BASE. These fields generally exist in the consumer DATA base. The firm may have to include more data as per requirement.

Sl. No.	Details
1	Division Name and Code

2	Consumer Name
3	Father/Husband Name
4	D.T. Unique code
5	Address
6	Book No.
7	S.C. No.
8	Consumer code number (K number)
9	Sequence No.
10	Pole no. of L.T. mains to which the connection is connected.
11	Security deposit
12	Date of Security deposit
13	Date of release of connection
14	Contracted load.
15	Unit of load HP/KW.
16	Category.
17	Tariff Applicable
18	Type of supply (Single phase/Three phase)
19	Meter No.
20	Type of meter
21	Previous Reading
22	Previous Reading Date
23	Average consumption
24	Billing Code
25	Capacitor surcharge, if any
26	Operational status of meter- OK/Dial not rotating/Digit not visible/Smoky/Damaged/Digit no changing/Figure up set.
27	Total Arrears outstanding.
28	Number of Arrear months.

9.0 RULES AND REGULATIONS

- i) The job shall be carried out as per the rules, regulations and other procedures applicable for different categories of consumers as prevailing in the DISCOM at that point of time, which shall be made available to the Agency before commencement of work. These regulations may be modified by UPPCL or UPERC, which shall be intimated to the Agency from time to time and all modifications shall be required to be incorporated and implemented in the software within 30 days of receipt of information.
- ii) The agency may suggest amendments to these rules and regulation to improve performance.
- iii) The Agency will also follow the labour regulations and also the provisions of others laws and directives and regulations of Government and other authorities and comply with any other relevant legislation in force during the currency of contract.
- iv) The salary of the personnel's engaged for the work shall be paid through electronic mode by RTGS in their respective bank account.

10.1 INSURANCE

The agency shall obtain accident liability insurance for its employees on account of injury, fatal or otherwise due to any type of accidents during service. It shall also indemnify DISCOMs against any claim from such employees or their dependants and/or successors. Agency shall also indemnify DISCOMs/UPPCL for any loss caused by the agency.

10.2 NOTIFICATION AND ANNOUNCEMENTS

DISCOMs shall complete formalities towards due notifications to consumers and all parties involved about the transfer of survey, meter reading and bill delivery function and the authority of the Agency to act on behalf of DISCOMs. Public announcement including statement regarding the Agency's authority to Act in the area shall be made by the concerned officer of the DISCOM.

10.3 TRANSFER OF METER BOOKS

All the meter books of the DISCOM's cluster and other documents, if any being exclusively used for meter reading distribution of bill in the Area, shall stand temporarily transferred by DISCOM to the Agency on the date of taking over. However, ownership of these & other data and its medium shall remain with the DISCOM.

10.4 SAFETY OF SYSTEM/DATA:

The agency shall be fully responsible for upkeep, operation maintenance, security and safety of meter books in electronic or hard copy and other documents and records transferred to it as well as that subsequently developed by it during the course of its services. These documents and records shall be maintained in an updated condition and returned to the DISCOM in good working order on completion of the contract or its termination. Agency shall make good to DISCOM any loss suffered by it due to default of the agency in this respect. Adequate features of security and safety of database to be provided with provision for identification of the person modifying/deleting entries. The data base shall be the sole property of the DISCOM and its safety and security shall be the prime responsibility of the agency.

10.5 MAINTENANCE OF FACILITIES AND PERSONNEL

i) **Facility:**

The agency shall maintain all requisite facilities of its own as required for proper meter reading and serving of bill etc. and other works under this bid.

The agency shall provide and maintain an office at a convenient location with staff in adequate number and of adequate competence, which shall remain open at all reasonable hours to receive communications.

The agency shall also maintain modern communication equipment like telephones, facsimile, internet for interaction with the DISCOM.

ii) **Personnel:**

- a. **The billing agency must have adequate skilled staff on their regular payroll such as meter readers (one-meter reader for 1500 consumers in rural areas and 2000 consumers in urban areas on an average, and other qualified IT Professionals to handle the required volume of meter reading and billing work. The complete list of staff along with their name, qualification, experience, Mobile number, salary slip and**

EPF/ESI/Insurance details must be submitted before starting of the work to Superintending Engineer of concerned circle under intimation to this office. The billing agencies shall ensure minimum wages to their employees in compliance of labour laws.

- b. The billing agency must have sufficient SBM machines or **similar equipment/tools** in working condition to provide it to each meter reader.
- c. Successful bidders shall submit Aadhaar Card of the meter reader before starting of the work to Superintending Engineer of concerned circle under intimation to this office,
- d. **The agency** shall maintain supervisory and other personnel for efficient management and improvement in the meter reading and serving of bill in distribution system. Checking of meter reading will be done by the Supervisor on random basis to ensure correctness of reading.
- e. Person in-charge or an alternate shall be available for communication during all business hours.

10.6 AGENCY'S RIGHTS

The agency will be given rights to operate in the Area during the Agreement period **as an agent of Discoms**, which shall cease to exist on completion of the said period or on termination of the contract.

The agency's rights in the area will be as agent of the DISCOM for Meter reading, bill generation and serving of bill.

3.9 RECORD MAINTENANCE

The agency shall maintain such records, as are required for the purpose of verification of billing and other activities, for the period of the contract.

10.7 MONITORING

The agency shall:

- i) Submit to the Employer a Report every week / month of the progress of the previous week / month, indicating the quantum of work carried out and the level of improvement achieved and the operational performance of the Meter reading, Bill generation and serving of bill and other necessary reports required by the DISCOM.
- ii) Facilitate access and availability of all data, documents and systems related to the Meter reading, Bill generation and serving of bill to the DISCOM.
- iii) Make available its Management at all reasonable times to discuss with concerned officer of DISCOM the operation of the Agreement and related matters.

10.8 CONTRACT AGREEMENT

The agency will have to enter into an Agreement with respective Discoms, for setting out all terms and conditions including those mentioned in these Special conditions of the tender for Meter reading, Bill Generation, serving of bill elsewhere in this document.

The Agreement shall set out specific events of default that will entitle the other party to terminate the Agreement. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.

Depending upon the performance of the billing agency the Agreement can be terminated by DISCOM by giving 30 days' notice (and a 7 days' show cause notice at the start of 30 days' notice

period). These terms shall be included in the agreement. The contract may also be terminated in the event of substantial changes in the circumstances like the area being given to franchisee or privatisation of the distribution licence etc.

Agency shall indemnify DISCOM against any claims, demands, cost and expenses whatsoever which may be made against it, because of failure of the agency or its representative in the performance of their duties and negligence on account of any accident or injury or any form of default to any person, consumer and or a person employed by the Agency or their successors or assigns.

The other general terms & conditions shall be Form A of Discoms/UPPCL.

10.9 FALL BACK ARRANGEMENT

Provision shall be made in the Agreement that in the event of failure of the agency to fulfill its obligations, duties and responsibilities as per the Agreement terms, DISCOM shall have the right, at any time to resort to a fall back arrangement. Under this plan, DISCOM shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the Agreement and can recover from the security deposit the losses suffered due to such failure. If the security deposit is insufficient, the agency shall pay the difference to the DISCOM failing which DISCOM shall have the right in such circumstances to manage the system itself after taking the charge of the facilities as above or through any other agency as it may deem fit and no claim of the Agency for compensation in this respect shall be entertained.

10.10 HANDING OVER ON TERMINATION

The contract agreement shall require the agency to co-operate in handing over the facilities and records in good working order to DISCOM. Upon termination of agreement, the company's authority to act in the area shall immediately cease.

On termination of agreement, the agency shall have to provide soft and hard copy of all latest data base in the desired format /files and billing software with, its source code and the user manual.

The agency is expected to generally follow the existing practice so that there is no difficulty in taking over the system back by DISCOM on termination of the contract. Significant deviations from current practices would be allowed only **after approval from Discom**.

10.11 ASSIGNMENT

Neither party may assign or transfer any of its rights and obligations under the Agreement to any other agency.

10.12 GOVERNING LAWS AND JURISDICTION

The Agreement shall be governed by the Indian Law. Only appropriate courts under the Jurisdiction of Hon'ble Allahabad High Court shall have exclusive Jurisdiction to deal with any matter arising out of or relating to the Agreement or otherwise.

10.13 DISPUTES

Disputes under the Agreement shall be settled by mutual discussions. Failing this, the disputes will be referred to arbitration by Chairman UPPCL or his nominee.

The Arbitration shall be carried out as per Indian Arbitration Act and the arbitration award shall be binding on both the parties. The cost of Arbitration shall be borne by the party initiating the request for arbitration proceedings.

The parties to the Agreement shall continue to full fill their obligations under the Agreement during arbitration proceedings and no payment shall be withheld on this account, unless it is a subject matter of the dispute.

10.14 FORCE MAJEURE DEFINITION

Force Majeure means any of the following events or circumstances if such events or circumstances are beyond the reasonable direct or indirect control and without the fault or negligence of the Party claiming Force Majeure and which results in such party's liability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part in the area of work assigned to it as per the Agreement

- i) Strike lockouts or other industrial disputes or disturbances.
- ii) Act of foreign enemy, war (whether declared or undeclared), revolution, civil commotion, terrorist Act, blockage, insurrection or events such as arson, disturbance of public order, sabotage, explosion and Act of vandalism.
- iii) Lightning, storm, typhoon, flood, torrential rain, tidal wave, earthquake, landslide, epidemic or similar cataclysmic events.
- iv) Any legislation, law, directive, regulation, rule, decree, order, restraint or other action (including expropriation or compulsory acquisition) by a Public Sector entity or other governments and all supra-national, national or local agencies, authorities departments, ministries and officials.

Note: Financial inability to perform or changes in market conditions shall not constitute an event of Force Majeure.

10.15 EFFECT OF FORCE MAJEURE

In the event either party is rendered unable by reason of an event of Force Majeure in effect after the date thereof to perform wholly or in part, any obligation imposed upon it, then upon such Party's giving prompt notice the obligations of such party shall be suspended or excused to the extent affected by such event of Force Majeure.

Time for performance of the relative obligations suspended by the force Majeure shall then be extended by the period of delay, which is directly caused by the event of Force majeure. The party giving such, notice shall be excused from timely performance of its obligations for so long, as the relevant, event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed, provided the party affected by the Force Majeure, makes due efforts to negate the effect thereof to full fill its obligations.

10.16 CONDUCT OF AGENCY'S STAFF

- i) The agency will be responsible for the integrity of the person deployed in the field/office. The details of persons visiting the consumer premises should be made available to the concerned Executive Engineer of the DISCOM. The character verification of the employee or the person shall be got done by the firm from the police before start of the works and the



same shall be submitted to concerned Executive Engineer. Photo Identity cards shall be issued by the firm after character verification by Police. The photo identity card shall bear the inscription "**Agencies' employee authorized to take meter reading**" beneath which the concerning Executive Engineer shall counter sign along with his official seal. The agency shall be solely responsible for any misuse of the identity card and shall indemnify DISCOM for any loss / liability accruing on account of its misuse.

- ii) In the event where an employee or any person deputed by the agency is found by the DISCOM to be involved in pursuing any illegal or unethical activity such as manipulation of meter and meter readings, manipulation of the bill amount, embezzlement of revenue or any other activity which causes direct or indirect loss to DISCOM or its property, reputation etc, the contract with the agency may be terminated after giving a notice and the performance security amount will be forfeited. Apart from the Performance Security Amount the agency will also have to pay penalty for the revenue lost by DISCOM due to direct or indirect outcomes of such action(s). The amount of revenue loss will be ascertained by Director(D) of the DISCOM and it will be binding on the agency.
- iii) If any of the Agency's employees shall, in the opinion of DISCOM, be guilty of any misconduct or incompetence or negligence, then if so directed by DISCOM, the agency shall at once remove such employee and replace him by a qualified and competent substitute after completing the required formalities. The employee so removed shall not be put in service again in any area & his identity card shall be surrender to concerned E.E.
- iv) Bills of exorbitant or negative amount shall not be delivered.
- v) The meter reading area of the operator shall be changed after every six months.

10.17 LIEN

In case of any lien or claim pertaining to the work and responsibility of the Agency for which DISCOM might become liable, it shall have the right to recover such claim/amount from the Agency.

10.18 TERMS OF PAYMENT

- i) Payment of monthly bills will be made based on invoice generated **as per Discom's data base** and in a manner described in the opening clause.
- ii) Payment / adjustments against the incentives / penalties will be done every quarter again based on computerised calculations in the same manner as prescribed above for monthly bills.
- iii) Provided further that the amount of penalties calculated above shall be limited to one month's normal bill in a quarter (lowest of the three month's bills).
- iv) No payment shall be made for issuing of duplicate bill.

10.19 TERMS OF CONTRACT:

The term shall be initially for a period of three year extendable/renewable for further four years in span of two years each. Such bi-annual extension (**Total of 2 extensions of 2 years each, Thus making a total contract period of seven years**) unless the contract is terminated in writing and in accordance with the procedure specified. The contract may also be terminated in the event of substantial changes in the circumstances like the area being given to franchisee or privatisation of the distribution licence etc.



However, on grounds of non-performance of billing agency, the contract may be terminated at any time with prior notice to the firm in accordance with the procedure specified in the document.

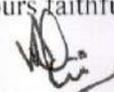
All other terms and conditions of tender specification, UPPCL Form-A shall be applicable. You are requested to intimate your acceptance within three days and depute you authorised representative to sign the contract within seven days of issue of LOI. Your authorised representative should submit following documents to this office before formalizing the contract:-

- (i) Stamp paper of Rs. 100 for execution of contract agreement
- (ii) Power of Attorney in the name of authorized signatory.
- (iii) Ten percent (10%) security deposit.

On receipt of your acceptance along with aforesaid documents the placement of detailed order shall be considered.

Thanking you,

Yours faithfully,



(A.K.Tiwari)

Superintending Engineer (Commercial)

No. 1659 /SE(Commercial)/MVVNL/MEDCO/2309/2018/Cluster-7

Dated: 19.07.2018

Copy forwarded to following for information and necessary action:-

- (1) Managing Director, PuVVNL, Varanasi.
- (2) Chief Engineer (Commercial), PuVVNL, Varanasi.
- (3) Chief Engineer(Distribution), Azamgarh/ Basti/ Gorakhpur .
- (4) Staff Officer to Chairman and incharge MBC cell,UPPCL, Shakti Bhawan, Lucknow.
- (5) Cut file.

Yours faithfully,



(A.K.Tiwari)

Superintending Engineer (Commercial)