



Value contract

Vendor Address M/s SHYAM INDUS POWER SOLUTIONS P.LTD. 129, TRANSPORT CENTRE NEW DELHI - 110035 Vendor Code : 4400297 GSTN No. : 07AAICS3625E1ZH	Contract No. : 4600004872-2 Release Date : 30.08.2022 Validity Start : 01.09.2020 Validity End : 31.08.2023
BA Contact Person : BA Contact No. :	Contact Person :Vijay Kumar Contact No. :9871798582
Consignee Address Tata Power Delhi Distribution Limited TPDDL CEN-Store, Opp. C-2 Block Delhi 110035 GSTN No.: 07AABCN6808R1ZV	References : TPDDL/ENGG/ENQ/200001216/20-21

Sub. Amendment 2:-

Rate Contract for Meter Reading and Bill Distribution Work.

Payment Terms : Within 30 days of delivery 100%

Target Value : 191698558.52 INR (NINETEEN CRORE SIXTEEN LAKH NINETY EIGHT THOUSAND FIVE HUNDRED FIFTY EIGHT RUPEES FIFTY TWO PAISE)

Completion By:

- (i) Schedule of items / quantities/ Rates : Annexure I Attached []
(ii) Special Conditions of the Contract : Annexure II Attached []

For Tata Power Delhi Distribution Limited

AUTHORIZED SIGNATORY

Important Note:- This document does not assure or warrant as regards the measurement of performance , non-performance or short performance by the party named as contracting party herein other than TPDDL in relation to the supplies/services or works involved and the same may not be read in support of any contended right or assertion made by such party in relation thereof unless supported with relevant performance certificate issued by TPDDL.

Tata Power Delhi Distribution Limited
(A Tata Power and Delhi Government Joint Venture)
NDPL House, Hudson Lines, Kingsway Camp, Delhi-110009
Tel 91-11-66112222-31 Fax 91-11-27468042
CIN No. : U40109DL2001PLC111526
Email : TPDDL@tatapower-ddl.com, Website: www.tatapower-ddl.com

Annexure I

Amendment History

Revision No	Revision Text	Net Value	Diff Value	Changed BY
2	Value Validity	191,698,558.52	66,421,438.01	
1	Value Validity	125,277,120.51	63,866,767.32	

Schedule of Item/ Quantities/ Rate

SNo.	MATERIAL CODE DESCRIPTION DETAILS / SPECIFICATIONS	HSN / SAC Code	Qty	Unit	Rate	GST %	Amount
1.000	Meter Reading w.e.f 01.09.2020						
1.001	Meter Reading	998631		EA	7.04		
	Manual / HDD / SBM (Single Phase meters / Poly-phase meters / CT meters along with any specific minor consumer details relateed to meter / connection / premise						
1.002	SVR	998631		EA	20.55		
	For count of cases less than 200 nos to be read for special site verification report						
1.003	Special Meter Reading	998631		EA	10.00		
	Case less than 10 % in a particular MRU / Portion						
	Service Subtotal						
	Services Total					18.00	
2.000	Bill Distribution w.e.f 01.09.2020						
2.001	Bill Distribution with Acknowledgement	998631		EA	2.98		

Sr No	Material Description Details / Specifications	HSN / SAC Code	Qty	Unit	Rate	GST %	Amount
	Scheduled Bill Distribution with acknowledgement						
2.002	Bill Distribution without Acknowledgement	998631		EA	2.25		
	Scheduled Bill Distribution without acknowledgement						
2.003	Special Bill Distribution	998631		EA	5.50		
	For count of cases less than 200 nos to be delivered along with any specific consumer details related to consumer meter / connection / premise.						
2.004	Bill Distribution with Cheque Collection	998631		EA	2.00		
	Scheduled Bill Distribution along with cheque collection and cheque acknowledgement to the consumer as defined by TPDDL						
	Service Subtotal						
	Services Total					18.00	
3.000	MRBD w.e.f. 01.09.2020						
3.001	Meter Reading & Bill Distribution	998631		EA	10.10		
	Reading and bill distribution for multiple services in same premises, e.g. gas, water etc.						
3.002	Spot MRBD	998631		EA	7.60		
	Spot billing activity for consumers specified as & when.						
	Service Subtotal						
	Services Total					18.00	

Sr No	Material Description Details / Specifications	HSN / SAC Code	Qty	Unit	Rate	GST %	Amount
4.000	Meter Reading w.e.f 01.09.2021						
4.001	Meter Reading	998631		EA	7.32		
	Manual / HHD / SBM (Single Phase meters / Poly-phase meters / CT meters along with any specific minor consumer details related to meter / connection / premise						
4.002	SVR	998631		EA	21.37		
	For count of cases less than 200 nos to be read for special site verification report						
4.003	Special Meter Reading	998631		EA	10.40		
	Case less than 10 % in a particular MRU / Portion						
	Service Subtotal						
	Services Total					18.00	
5.000	Bill Distribution w.e.f 01.09.2021						
5.001	Bill Distribution with Acknowledgement	998631		EA	3.09		
	Scheduled Bill Distribution with acknowledgement						
5.002	Bill Distribution without Acknowledgement	998631		EA	2.34		
	Scheduled Bill Distribution without acknowledgement						
5.003	Special Bill Distribution	998631		EA	5.72		

Sr No	Material Description Details / Specifications	HSN / SAC Code	Qty	Unit	Rate	GST %	Amount
	For count of cases less than 200 nos to be delivered along with any specific consumer details related to consumer meter / connection / premise.						
5.004	Bill Distribution with Cheque Collection	998631		EA	2.08		
	Scheduled Bill Distribution along with cheque collection and cheque acknowledgement to the consumer as defined by TPDDL						
	Service Subtotal						
	Services Total					18.00	
6.000	MRBD w.e.f. 01.09.2021						
6.001	Meter Reading&Bill Distribution	998631		EA	10.50		
	Reading and bill distribution for multiple services in same premises, e.g. gas, water etc.						
6.002	Spot MRBD	998631		EA	7.90		
	Spot billing activity for consumers specified as & when.						
	Service Subtotal						
	Services Total					18.00	
7.000	Meter Reading w.e.f 01.09.2022						
7.001	Meter Reading	998631		EA	7.61		
	Manual / HHD / SBM (Single Phase meters / Poly-phase meters / CT meters along with any specific minor consumer						

Sr No	Material Description Details / Specifications	HSN / SAC Code	Qty	Unit	Rate	GST %	Amount
	details related to meter / connection / premise						
7.002	SVR	998631		EA	22.23		
	For count of cases less than 200 nos to be read for special site verification report						
7.003	Special Meter Reading	998631		EA	10.82		
	Case less than 10 % in a particular MRU / Portion						
	Service Subtotal						
	Services Total					18.00	
8.000	Bill Distribution w.e.f 01.09.2022						
8.001	Bill Distribution with Acknowledgement	998631		EA	3.22		
	Scheduled Bill Distribution with acknowledgement						
8.002	Bill Distribution without Acknowledgement	998631		EA	2.43		
	Scheduled Bill Distribution without acknowledgement						
8.003	Special Bill Distribution	998631		EA	5.95		
	For count of cases less than 200 nos to be delivered along with any specific consumer details related to consumer meter / connection / premise.						
8.004	Bill Distribution with Cheque Collection	998631		EA	2.16		
	Scheduled Bill Distribution along with						

Sr No	Material Description Details / Specifications	HSN / SAC Code	Qty	Unit	Rate	GST %	Amount
	cheque collection and cheque acknowledgement to the consumer as defined by TPDDL						
	Service Subtotal						
	Services Total					18.00	
9.000	MRBD w.e.f. 01.09.2022						
9.001	Meter Reading&Bill Distribution	998631		EA	10.92		
	Reading and bill distribution for multiple services in same premises, e.g. gas, water etc.						
9.002	Spot MRBD	998631		EA	8.22		
	Spot billing activity for consumers specified as & when.						
	Service Subtotal						
	Services Total					18.00	

Annexure II

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Amendment-2 Note:

1. RC validity has been extended till 31' August 2023 along with applicable unit price.
2. RC value has been enhanced up to Rs. 19.16 crores.
3. All other terms and condition of this contract shall remain same as per original RC.
4. BA should ensure to mention 6 digit HSN code in invoice if turnover is more than 5 Cr in last FY.

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Amendment-1 Note:

1. RC validity has been extended till 31' August 2022 along with applicable unit price.
2. RC value has been enhanced up to Rs. 12.52 crores.
3. All other terms and condition of this contract shall remain same as per original RC.
4. BA should ensure to mention 6 digit HSN code in invoice if turnover is more than 5 Cr in last FY.

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Original RC T(>&<)>C :

- The contract shall be valid for a period of three years 01.09.2020 to 31.08.2023 and the value allotted shall be for one year only.
- Value of RC shall be enhanced for 2nd year and subsequently for 3rd year based on the performance of the BA.
- The Engineer-in-charge of the contract shall be HoG (MRG) or his nominated person.
- Any change in statutory taxes, duties and levies shall be borne by TPDDL.
- Price shall be firmed on yearly basis. Payment shall be made as per GCC
- All terms and conditions of this contract shall be as per Tender Enquiry TPDDL/ENGG/ENQ/200001216/20-21 and as per GCC - Service Rev.18 Special Conditions of Contract # Scope of Work & Service Level

Agreement:-

Special Clause of Contract: For joint meter reading and bill distribution:

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Reading and bill distribution for multiple services in same premises, e.g. gas, water etc(Reading of TPDDL meter and 1 more Client meter only).

The bills of TPDDL and its client (IGL) shall be lined up and scheduled for simultaneous execution of reading, printing and bill distribution. The bills shall be printed, stapled and distributed simultaneously, and be counted as 1 document.

If in case, they are to be separately distributed the charges shall be as scheduled under bill distribution clause. (applicable for ALL bill distribution depending upon requirement)

If in case, Spot billing is to be done (e.g. DJB cases), then the charges are separate. (Applicable for TPDDL and Client Utilities)

*All rates mentioned in the BOQ.

Special Conditions of Contract # Scope of Work & Service Level Agreement:

Services common to Meter Reading and Bill distribution Activities

Business Associate(s) hereby recognizes that this job assignment is a consumer interface process involving image of the UTILITY and therefore the employees deployed shall be adequately qualified, presentable, with uniform (as per specification of UTILITY Management) and at all times bound to carry valid I-Card issued by UTILITY and business card of Business Associate(s), consumer friendly and of high integrity.

Moreover, Meter Readers and Bill Distributors shall be in the employment roll of the Business Associate(s).

Business Associate(s) shall not sublet or assign this job to any other Business Associate(s) /person/contractor or through temporary personnel unless permitted and approved by UTILITY.

The employees of the Business Associate(s) must carry identity card and uniformed (special dress) during on duty every time at the work place. Temporary Identity card shall be issued by BA agency after stamping by EIC.

Seasonal uniforms shall be provided by the BA agency for summer, winter, and rainy seasons. Timing for working for office staff & field staff will be on decision of EIC/RMO.

Business Associate(s) shall furnish an exceptional report for meter reading & Bill Distribution separately by the completion of each cycle

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or as specified.

Utility has the right to inspect these, either on its own, or by hiring the services of a third party, in order to be satisfied of their good order and condition. Nothing contained herein shall, in any manner, discharge the Business Associate(s) from the obligation to provide for suitable manpower etc.

Business Associate(s) shall procure adequate number of HHD/CMRI/SBM/SMRD to carry out Meter Reading & Bill Distribution activity in assigned areas.

Business Associate(s) shall procure adequate number of HHD/CMRI/SBM/SMRD to carry out Meter Reading & Bill Distribution activity in assigned areas. In case of any issue with respect number, specification, defectiveness, unavailability of HHD & SBM, vendor is solely responsible to rectify it no excuse will be entertained from BA for any delay in carrying out reading due to unavailability of HHD/ CMRI/SBM/SMRD.

All the HHD/CMRI/SBM/SMRD should be in good working condition.

Business Associate(s) shall use the 3G/4G or latest network technology for carrying out the Meter Reading & Bill distribution activities.

Business Associate(s) shall provide the power bank to all the Meter Readers & Bill distributors.

Utility will be at liberty to switch mode of meter reading from HHD to SBM/CMRI/ manual mode and vice a versa as and when required at any time during the year. Switching over from existing to any proposed mode shall be informed to Business Associate(s) at least prior to one reading/billing cycle.

Business Associate(s) shall carry out fully and completely any other job, which is not listed above but related with normal meter reading & bill distribution activities. This shall typically encompass activities like statutory requirement, abnormality reporting by way of visual inspection of meter, type of premises, Meter position, and violation of tariff and to be covered during normal schedule of meter reading / bill distribution activity.

Business Associate(s) shall regularly assist UTILITY in the process of cleaning, updating and correcting the database. Business Associate(s) shall provide all assistance to UTILITY for any query relating to Meter Reading, Bill Distribution, Serving of Disconnection Notice / Any other

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Notice and reporting of theft, misuse of electricity during the course of normal meter reading.

Submission of data by Business Associate(s) shall be in the form of hard/soft copy as per the requirement of UTILITY.

All Employees of Business Associate(s) shall follow UTILITY code of conduct & UTILITY ethics policy.

Note: -Final decision regarding Meter Reading & Bill Distribution activity will lie with EIC & same shall be final & binding to both parties.

Execution Program and Co-ordination Procedure:

Business Associate(s) shall deploy adequate number of qualified, skilled and efficient workmen, supervisors having sufficient knowledge of job so as to ensure that various jobs are completed within predefined timeline provided by EIC and ensure quality to be up to the benchmark level in the industry. Details of such manpower shall be provided to UTILITY before commencement of the work under this Agreement. UTILITY's decision regarding this shall be final and binding.

Immediately upon completion of any and all jobs under this Agreement, Business Associate(s) shall submit a report to UTILITY detailing the jobs carried out. UTILITY's representative shall, after being satisfied that the jobs under this Work Order have been properly and successfully completed by the Business Associate(s), certify the same.

Immediately after awarding of the contract, Business Associate(s) should agree for submission of a detailed execution and resource deployment plan to UTILITY at least 7 days prior to the commencement of work.

Manpower details shall include verifiable details such as Name, Address and Telephone No. Business Associate(s) will not employ any meter reader or bill distributor associated old agencies in the past without written permission of UTILITY. Business Associate(s) shall ensure reading and bill distribution of consumers within stipulated time schedule as specified by UTILITY. Verification of the employee will as per the directions of the utility.

Meter Readers and Bill distributors must be medically fit, having minimum height of 5.3 Ft and vision of 6/6 or 6/9 (with or without spectacles). To ensure quarterly fitness certificate for each BA through Govt. authorized center.

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Business Associate(s) must take prior approval from RMO before recruiting any meter reader and bill distributor with specific reasons. In case of termination of any employee by Business Associate(s), same shall be informed to RMO/ BA Legal Cell/ Engineer In-charge specifying reasons for termination.

As agreed by the Business Associate(s), the employees deployed shall be adequately qualified, presentable, minimum education qualification should be 10th school pass for bill distribution profile & 12th school pass for meter reading profile along with reading and writing knowledge of English and wear I-Card issued by UTILITY. They should also clear psychometric test or any other tests organized by HR Department of UTILITY before recruitment. They should be uniformed (special dress) provided by Business Associate(s), as duly approved by UTILITY at the work place or on duty. If any employee is found in violation of dress/uniform code, penalty may be imposed on the Business Associate(s) at the discretion of UTILITY.

Training of all employees is a must. Further in case of misuse of I Card, any loss/damage/expenses borne by UTILITY shall be recovered from the Business Associate(s)

Business Associate(s) must recruit persons who can work with any technology/software used / to be used in UTILITY.

Business Associate(s) will organize training of manpower (All Types) once in a quarter (Three months). The training program and agenda will be prepared in collaboration with UTILITY and implemented in the presence of UTILITY representative. Failure of this will invoke penalty of 1% in the Business Associate(s) bill per billing cycle per training session missed. Training of all employees is a must.

Business Associate(s) will employ for each District at least one Nodal Officer/ Supervisor/ Manager who will coordinate all activities / take guidance / assistance from UTILITY#s Revenue Management Officer.

This is a principal to principal job contract hence all manpower deployed by the Business Associate(s) under the contract shall be under administrative control of the Business Associate(s). However UTILITY or its employee may guide for smooth execution of job assigned under the contract. All type of IR and Welfare related issues shall be exclusively dealt by Business Associate(s). Further Business Associate(s) will keep

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UTILITY indemnified against any loss, claims and expenses incurred due to such issues.

Prior to appoint, No dues certificate to be asked by agency in case where an employee already worked with other agencies, involved in Meter reading & bill distribution activities with UTILITY.

Utility will be free to redefine cycles and schedules as per the needs and may take input from the Business Associate(s) for the same and make suitable adjustments as per the merit but UTILITY's decision shall be final and binding on the Business Associate(s).

UTILITY will be at liberty to reallocate work / area / District of the Business Associate(s) to ensure rotation and UTILITY's decision shall be final and binding.

Business Associate(s) will not undertake any other work without written instruction of EIC Additional Scope / Work

Any additional work beyond the scope enumerated in this Agreement shall be carried out by the Business Associate(s) only after written confirmation from the Authorized Utility signatory to this Agreement.

UTILITY shall not be liable to entertain any claim or increase in the order value due to execution of such additional work beyond the scope defined in this Agreement. Any such unauthorized claim shall be treated as null and void unless accompanied by a formal amendment to this Agreement.

Reading and bill distribution for multiple services has been mentioned in the line item (As mentioned in Reading and bill distribution for multiple services in same premises, e.g. gas, water etc.), as BAs excuse them on BD and say will read meters only. To make them understand that both jobs have to be undertaken and all suitable remuneration will be done.

In Special Meter Reading & Distribution, the rates are applicable equally for all meters applicable (TPDDL/Client etc.).

Business Associate(s) shall be paid a meter reading charge for each correct meter reading brought in the Area and Bill Distribution. Charge for each bill correctly delivered as per the rates agreed upon.

Rewards and Liquidated Damages

Levy of Liquidated damages or conferring rewards to Business Associate(s) shall be done on Monthly basis.

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Rewards and LDs will be applicable to the Business Associate(s) post commencement of work after second cycle of meter reading and bill distribution activities, except for Districts / Zones / cycles / sub cycle comprising of mostly rural / unorganized / unindexed areas where EIC may extend it to another cycle in writing. This exemption will be applicable only to a new Business Associate(s) or to old Business Associate(s) if new area is allocated to the existing Business Associate(s). This exemption will not be applicable to existing Business Associate(s) continuing to work in the same area. The Business Associate(s) has to maintain quality/correctness of meter reading data to meet performance assurance standards as specified by UTILITY. Levy of liquidated damages on late submission of data due to introduction of new technology / process shall be on the sole discretion of EIC.

Since meter reading and bill distribution is a critical activity. If gross negligence is observed on behalf of the Business Associate(s), involving loss of revenue or loss of reputation of Utility or its customers or any other stakeholders, the EIC will have the right to impose additional LD or overlook any cap specified.

Utility reserves the right to revise LD clause as per Performance. Code/Guidelines issued by DERC/other statutory body or as per applicable laws during the contract period. Damages along with applicable taxes within 45 days of the submission of the bill for a completed cycle, in a month, against submission of required documents.

Invoice shall be raised District wise and cycle wise on a monthly basis as per schedule provided by UTILITY unless specified otherwise by the EIC and separate invoices shall be raised for meter reading, special meter reading, bill distribution & special bill distribution activities. Invoice will be raised separately for rewards and incentives other than routine meter reading and bill distribution activity.

Invoice of the Business Associate(s) to be raised as per format specified by UTILITY. Cycle wise details of no. of meters read / bill distributed must be duly certified by the Revenue Management Officer of UTILITY.

Supporting Documents & enclosures required to be attached with claimed bills are as follows in addition to any other data/report specified by RMO/EIC/BA legal cell -

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Meter Reading & Bill Distribution Schedule verified by Division office
ESI Challan copy

Declaration regarding compliance of all labour laws, duly signed report
and performance sheet.

Certification from Officer of UTILITY stating that there had not been
any delays in submission of data / follow up reports / reports / bill
delivery by the Business Associate(s) in that month.

Any delay in providing data/clarification by Business Associate(s) will
cause delay in processing of invoice and payment will not be made within
45 days of submission of Invoice.

However, the right to charge Liquidated Damages shall not carry any time
limitation and can be recovered from / charged to Business Associate(s)
at any later time, occasion as deemed fit by UTILITY.

In case of first bill, the billing period shall be till the end of the
immediately following calendar month.

Notwithstanding the release/ payment of bills by UTILITY to the Business
Associate(s), the Business Associate(s) shall at all times ensure due
and timely payment of wages to all persons, including workmen, employed
by the Contractor pursuant to this Agreement and compliance with other
applicable statutory time limits .Monthly compliance report to be
submitted to BA legal cell for verification

Nothing contained herein shall establish any link between release /
payment of the bill by UTILITY to the Business Associate(s) and the
payment of any salary, wages or any other dues whatsoever by the
Business Associate(s) to its employees, workmen and laborers.

Business Associate(s) shall, at no point of time, claim or have the
right to claim any additional fees, expenses or charges of any nature
whatsoever, other than the Rates set out in this Agreement.

Terms & Termination

Business Associate(s) indulging in unfair practices viz.

offer/acceptance of bribe by/from any official of UTILITY or consumer
complaints etc.

In case of any change in Govt. / DERC's Rules and Regulations, Transfer
Scheme, Policy Directions etc. In case of reduction in manpower or
induction of below standard and untrained manpower.

At the sole discretion of UTILITY, after giving one month notices. ix),

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at the sole discretion of Business Associate(s), after giving three months# notice.

In case of termination of this Agreement on account of any of the reason mentioned at i) to vii) above, UTILITY need not serve any notice to Business Associate(s) and Agreement can be terminated from the very next day. Further, UTILITY shall not be responsible for any direct and/or indirect and/or consequential losses caused to Business Associate(s) on account of the termination of the Agreement.

Business Associate(s) shall ensure return back of the I-Cards equipment and records in good working condition to UTILITY after termination of Agreement. Upon termination of the agreement, the Business Associate(s) authority to act in the area shall immediately cease & UTILITY shall be entitled to recover such expenses/ charges as deemed fit due to reasons attributable to the Business Associate(s) for such / any defaults.

In the event of failure of the Business Associate(s) to fulfil its obligations, duties and responsibilities as per the agreement terms, UTILITY shall have the right, at any time, to get the work carried out by a different Business Associate(s) or on its own, at the risk and cost of the Business Associate(s). All expenses towards carrying out the work along with overheads of 50% shall be recovered from the pending bills of the Business Associate(s).

UTILITY will ask the Business Associate(s) to procure HHD/CMRI/SBM but the same will have to be as per UTILITY specifications.

Business Associate(s) will be responsible for any Loss/damage/theft/defect of HHD/ SBM/ CMRI/ SMRD during operation/use of the same by employees of Business Associate(s) and same shall not be liable for any claim from UTILITY.

UTILITY shall recover the cost/loss incurred due to Business Associate(s) or due to any employee of Business Associate(s), from either invoice amount or security or from any other account.

The Business Associate(s) shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including but not limited to the Workman's Compensation Act, Minimum Wages Act, ESI Act, Factories Act, 1948, the Contract Labour (Regulation and Abolition) Act 1970, PF Act, Bonus Act and any other relevant regulations and statutory approvals required to

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be obtained by the Business Associate(s) as the case may be. Business Associate(s) shall also be solely responsible for the payment of all benefits such as Provident Fund, Bonus, Retrenchment Compensation, Leave, other benefits etc. applicable as per the various statutory regulations and shall keep UTILITY indemnified in this regard against any claim. UTILITY shall be entitled to deduct from bills/ recover from any money due to or to become due to Business Associate(s), money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto. The Business Associate(s) shall abide by the decision of UTILITY to the sum payable by Business Associate(s) under the provisions of this clause.

Business Associate(s) shall take insurance policy under the Workman Compensation Act to cover workers, not covered under ESI Act, engaged by it and Accident Liability Insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during service. Copies of these insurance policies will be submitted to UTILITY before claiming any payments for reference and records and these insurance policies shall be kept valid at all times.

Business Associate(s) shall be responsible for taking all safety and security measures for the safety and security of its employees at its own cost and shall be responsible for complying with the provisions of all statutory regulations including but not limited to the following statutory provisions, including their latest amendments / additions:

The Child Labour (Prohibition and Regulation) Act, 1986.

The Contract Labour (Regulation and Abolition) Act, 1970.

The Employees' Pension Scheme, 1995.

The Employees Provident Funds and miscellaneous provisions Act, 1952.

The Employees State Insurance Act, 1948.

The Equal Remuneration Act 1976.

The Industrial Disputes Act, 1947.

The Maternity Benefit Act 1961.

The Minimum Wages Act, 1948. j)The Payment of Bonus Act, 1965.

The Payment of Gratuity Act, 1972.

The Payment of Wages Act, 1936.

The Delhi Shops & Establishment Act, 1954.

The Workmen Compensation Act. 1923.

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The Employers Liability Act, 1938. p)<(,>, <,> Bombay labour Welfare Fund Act<(;<<)>(;>,<(;<<)>)>

q) Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996

Along with monthly bills the Business Associate(s) shall submit proper challans for deposit of PF, ESI, EDLI, Tax etc. and a declaration stating therein that all the staff deployed under this job contract have been paid wages timely and not less than minimum wages applicable and also deposited/paid the amount/liabilities towards PF, ESI, Bonus, Gratuity, EDLI, Taxes etc. with the appropriate/concerned government authority by Business Associate(s) and every statutory liabilities have been complied with. In case of any non-compliance discovered later on the same shall be borne by the Business Associate(s) as UTILITY has discharges its liability/responsibility fully.

Nothing contained in this Agreement, shall establish any relationship of any kind between UTILITY on the one hand and the employees, workmen and laborers, of any kind whatsoever of the Business Associate(s) on the other hand.

UTILITY shall pay to Business Associate(s) as per rates given in Annexure 5 on monthly basis plus service tax if applicable

However Business Associate(s) hereby binds itself that it shall submit the proof of deposit of such service tax with the concerned department, to UTILITY along with their next month#s bill. UTILITY shall have the right to hold / freeze payment disbursements in case any of the statutory payments / obligations required to be made by Business Associate(s) have not been done and documentary evidence not submitted to UTILITY.

Prices shall be remained fixed for individual years. First year prices shall be fixed for one year, second year prices shall be fixed for second year and third year prices shall be remained fix for third year. Business Associate(s) shall not assign or transfer any of its rights and obligations under the Agreement to any person without the other party#s consent. Further, Business Associate(s) shall carry out the entire task assigned to it through its own permanent employees and sub-contracting of any work or deployment of temporary work force and of any kind shall not be permissible under the Agreement.

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The technical information, data and other related documents forming part of order and the information obtained during the currency of work under this order shall be the UTILITY's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information, records and other document shall not be copied, transferred, or disclosed to third party in any form whatsoever except to the extent for the execution of this order.

These technical information, drawing and other related documents shall be returned to UTILITY with all duplicates including data/drawing/plans as are prepared by the Business Associate(s) during the executions of this order immediately after use for agreed purpose. 16.3 <(>,, <)>In the event of any breach of this provision, the Business Associate(s) shall indemnify UTILITY against any loss, cost or damage or claim by any party in respect of such breach.<(>,, <)>

Business Associate(s) shall ensure adequate safe conditions and precautions as required under applicable laws and shall be solely and entirely responsible for the complete safety of its workmen as well as other workers at site and premises of the UTILITY's consumers.

All Meter readers should carry tools and tackles like line tester, torch etc. and will follow all the safety precautions / rules mentioned in UTILITY safety policy.

BA Vehicle documents must be verified by BA agency i.e-DL, PUC, INS, RC etc.

The Business Associate(s) shall indemnify, defend, save and hold harmless UTILITY against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense suffered by UTILITY on account of the negligence, act or omission inaction by the Business Associate(s) or its employees under this Agreement. Business Associate(s) shall also wholly indemnify and compensate UTILITY against any theft, misappropriation, fraudulent act or omission, any collusion with consumer/s, intentional recording of incorrect reading, or any other offence under the applicable laws or breach of obligation under the present agreement, and would also render itself liable to appropriate legal action being initiated against it by UTILITY.

The Business Associate(s) shall also be responsible and liable to

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UTILITY for any loss or damage caused to UTILITY for any negligence or inaction, damage to the property of UTILITY caused by the Business Associate(s) or its employees.

Representations and Warranties

The Parties hereby represent and warrant to each other that: i)(>, , <)>They are duly established and existing under the Applicable Laws and they have the requisite legal power and authority to enter into this Agreement, perform and comply with its duties and obligations under this Agreement.

This Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.

The execution, delivery, and performance of this Agreement have been duly authorized by all requisite actions and will not constitute a violation of Any statute, judgment, order, decree or regulation of any Court, Commission, Governmental Instrumentality or Arbitral tribunal applicable or relating to itself, its assets or its functions, or Any other documents or to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound.

There are no actions, suits or proceedings pending or, to the best knowledge threatened against it before any court, Governmental Instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this Agreement.

No representation or warranty made herein contains any untrue statement. Each Party hereto agrees and assures other Parties that it shall perform its obligations under this Agreement and undertake its business with due care, consistent with Applicable Law and shall take all steps required in regard to safety and security of the systems. (>, , <)>(>, , <)>

Miscellaneous Provisions Severability

If any provision of this Agreement is or becomes invalid or unenforceable by the courts of any jurisdiction to which it is subject, such invalidity or unenforceability shall not prejudice the remaining provisions of this Agreement, which shall continue in full force and effect.

Waiver of Rights

No delay or forbearance by either party in exercising any right or power under this Agreement shall be construed as a waiver of such right or

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power, nor shall any single or partial exercise of such right or power preclude any further exercise of such right or power.

Governing Law

This Agreement shall be governed by the Indian Law. Only appropriate courts in National Capital Territory of Delhi shall have exclusive Court Jurisdiction to deal with any matter, dispute arising out of or relating to the agreement or otherwise.

Language

This agreement and all correspondence and documents relating to this Agreement shall be written in English Language only.

Notices

All communications, notices and consents provided for herein shall be in writing and be given in person or by means of telex, telecopy or other wire transmission (with request for assurance of receipt in a manner typical with respect to communications of that type) or by registered or certified mail, return receipt requested and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by telex, telecopy, or other wire transmission or (c) on receipt if sent by mail.

Reports & Information

The Business Associate(s) shall be obliged to submit or furnish to UTILITY, all or any information as desired by UTILITY, in the form of a report or otherwise. The report may be required to be submitted at a regular interval as specified by UTILITY or at UTILITY's behest. The information shall be provided in a format to be specified by UTILITY to the Business Associate(s). However, UTILITY reserves the right to revise this format which would be communicated to the Business Associate(s) and it shall be the valid and binding obligation of the Business Associate(s) to submit the desired information in the revised format.

Dispute resolution:

The Parties hereto shall endeavour to resolve any disputes or differences arising between them amicably.

Whenever any dispute arises under or in connection with this Contract or the breach, termination, effect, validity, interpretation or application of this Contract or as to the rights, duties or liabilities of the

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parties hereunder # In the first instance, either Party may serve a notice, in writing, to the other Party seeking amicable resolution of the dispute within 30 days of receipt.

In the event that the dispute is not resolved within the period stipulated above, the matter shall be resolved by arbitration, by referring the dispute to a Sole Arbitrator appointed by CEO/COO of UTILITY or his nominee, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Business Associate(s) shall have no objection if the said Nominee or Arbitrator is an employee of the company. The arbitration proceedings shall be conducted in the English Language and the venue of the arbitration shall be Delhi. During the process of arbitration Business Associate(s) shall continue the work & will remain responsible / liable for all of his obligations and liabilities under this Agreement.

The parties to this Agreement unequivocally agree that this Agreement shall be interpreted, construed and enforced in accordance with the laws of India, and all disputes including the matters related to Arbitration shall be subject to the exclusive jurisdiction of Courts located in Delhi only.

Publicity: The Business Associate(s) shall not publicize or disclose the terms or existence of this agreement, nor it shall use the name(s), trademark(s) or trade name(s) of UTILITY, its subsidiaries or affiliates, except with the prior written consent from UTILITY.

Scope of work of Business Associate(s)

Meter Reading

UTILITY plans schedule for all activities under meter reading and bill distribution for all districts, cycles, Portion, MRU, sub cycles, DT and group of connections in advance. Business Associate(s) will response within two days after receiving the schedule for any changes otherwise the same should be considered as final. MRU Change cases must be reported at the time of schedule confirmation and in the first quarter. Business Associate(s) will ensure that all activities are carried out as a composite activity as per this schedule and also assist UTILITY in reducing the overall cycle time i.e. from meter reading to bill distribution. The Business Associate(s) shall carry out meter reading as per Reading & Billing Schedule for all the Consumers which can be

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amended by UTILITY. Sample schedule format

prepared by UTILITY. UTILITY reserves the right to revise this format and it will be communicated to the Business Associate(s).

Ensure timely, regular and prompt submission of meter reading and bill distribution data / reports / follow up reports and supporting forms and documents to UTILITY, of meter reading for a particular Portion/MRU/ Distribution transformer/cycle/sub cycle of connections as per schedule and as desired by UTILITY. All connections including TD or inactive may be given for reading follow up as per the discretion of EIC/RMO.

The Business Associate(s) will submit meter reading data and bill distribution / reports / follow up reports after proper Quality Check and duly corrected as specified by UTILITY & will upload the same in UTILITY system .

Meter Reading and Bill Distribution work shall be considered to be complete only when it meets desired performance level. The Business Associate(s) will submit the data only when it reaches the desired level as communicated to the Business Associate(s) from time to time.

Meter reading and bill distribution activity is to be undertaken at Monthly (30/31days / 35Days/bimonthly intervals as decided by UTILITY, cycle wise/Portion wise/ MRU wise / Sub cycle / Distribution transformer/ group of DT's or a group of consumers in some circumstances, as per schedule specified/requirement by/of UTILITY.

Business Associate(s) shall optimize route sequencing to get better productivity and shall keep UTILITY informed of such changes in system. Business Associate(s) shall provide to UTILITY finalized route sequence initially within two cycles and thereafter for new connections, after every cycle of reading and any changes thereto on cycle / Sub cycle basis. All such data shall be submitted to UTILITY along with Meter Reading Data/Report as per schedule. BA to ensure walking sequence to be painted at the site.

Business Associate(s) shall conduct meter reading with SMRD only. In case of any deviation prior approval to be taken from UTILITY / RMO otherwise penalty Rs.10/case will impose if found and in future UTILITY may shift to any other technology as per the written direction of UTILITY only. Business Associate(s) shall not use its discretion in this matter. (Change of reading mode from SMRD to any other technology or

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vice-versa shall be limited to maximum cap of 20% of the total consumer base of UTILITY at the time of changeover and 100% POD shall be submitted where reading is through SMRD)

Spot Billing device may also be used for reading & bill distribution on the discretion of the Utility. Monthly compliance report will be required for the same. Separate rates will be applicable.

Business Associate(s) has to procure adequate number of SMRD according to specification given by UTILITY. The SMRD must meet the minimum requirement of UTILITY online billing criteria. Where machines are procured by the Business Associate(s), maintenance of SMRD shall be the responsibility of the Business Associate(s) without affecting minimum performance standard as defined in Annexure -1. Business Associate(s) will be responsible for any loss/damage/theft/defect of SMRD during operation/use of the same by employees of Business Associate(s) and same shall not be liable for any claim from UTILITY. Further, Business Associate(s) will ensure to replenish the

lost data within 1 day (24 hrs). In case reading instruments are provided by UTILITY, maintenance of reading instrument will be the responsibility of UTILITY and applicable rates of meter reading will be different to the machines/reading instruments provided by the Business Associate(s). The total reading instruments required for meter reading will be provided by either business associate or UTILITY.

Software required as an interface between reading instrument & UTILITY system will be provided by UTILITY and its AMC for necessary modifications as per the requirement in future will also be the responsibility of UTILITY.

SMRD data shall be downloaded and uploaded from UTILITY billing system only. Business Associate(s) will not create any interface for transfer or amendment of data without written permission of UTILITY. Business Associate(s) may then be provided copy of the data or reports from the UTILITY system for its analysis, data correction and improvements. In case reading is to be done on printed sheets, Business Associate(s) will have to convert the data from soft copy to meter reading sheets for carrying out meter reading then again to convert the data from reading sheet to soft form and upload the data in UTILITY billing system. The necessary arrangement of printers and stationery has to be borne by the

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Business Associate(s).

In case reading instruments are provided by UTILITY, than SMRD or equivalent to be used for meter reading shall be taken from and returned to UTILITY office daily except the situation, when it has been instructed permission obtained from UTILITY. The SMRD should be returned to UTILITY office after completion of jobs. Any adverse effect on meter reading performance due to technical reason should be of equal concern for both UTILITY and the Business Associate(s). The Business Associate(s) will do all necessary work to prevent this in collaboration with UTILITY. Business Associate(s) will be responsible for any loss/damage/theft/defect reading instruments.

Business Associate(s) shall hereby undertake to bring in force a rotation policy whereby it shall rotate its concerned meter reader after two billing cycle and concerned supervisor /district in-charge within their allocated licensed area as decided by the RMO and / or EIC. Same supervisor / district in-charge should not be posted more than 3 years in the same location/district irrespective of agencies. else appropriate penalty mat be levied on the discretion of EIC/RMO.

All the meters/consumers connected to a single DT / Portion / MRU / group of consumers must be read and uploaded in UTILITY system as per the schedule given on the same day. Further, if number of consumers in a DT group of consumers is large or as specifically decided by RMO /HOG (MRG) / officer nominated by EIC, then reading & uploading activity must be completed within one day itself.

Business Associate(s) has to read meter reading as per their register group. Single Phase meters (where provision of recording MDI exists) are to be read for KWH consumption & Maximum Demand Indicator (MDI) reading. All other meters are to be read for KWH consumption, KVAH Consumption, MDI (KVA/KW). Besides these key parameters the Meter Readers are also expected to match & record CA/ Installation, Meter Sr. No., Address, meter make etc. and report UTILITY in case of any abnormality. These readings shall be captured subject to availability of feature in the meter and as per instruction from UTILITY or prior approval by UTILITY from time to time. The business Associate(s) shall extend all reasonable support to UTILITY in a drive for recording any other statutory information required which UTILITY deems necessary to be

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collected from the consumer premises as instructed from time to time to enrich database such as reporting of Earth leakage indicator #ON# or any other parameter required for meter reading and billing performance improvement. Business Associate(s) should not only record correct reading from the meters installed in the consumer premises but also record, report meter status and conditions in existence at site in order to facilitate necessary corrective actions, if any, which can be initiated by TPDDL to not only correct, update the data base but book, prosecute consumers offenders, indulging in theft/ unauthorized use of electricity/ attempt to steal electricity also. Business Associate(s) must ensure to mark/paste sticker of CA/Installation on meter / meter box and walking sequence of consumers premise as per requirement at their own cost.

The accuracy of meter reading is of utmost responsibility of Business Associate(s) and necessary follow up reading and correction shall be carried out by the Business Associate(s) and shall form part of Business Associate(s) Scope, i.e., 100 % checking of exception list generated by UTILITY database within the stipulated time (as decided by UTILITY), including attending to the exception list, reporting of address and meter mismatch cases required for correction and updating of the database.

In case Premises locked, Box Locked or non-accessibility of meter due to obstruction etc. Business Associate(s) should paste Reading Request Form/Sticker (as per process defined by UTILITY) on some conspicuous part of the premises at their own cost and revisit these premises at appropriate time (as defined in the process by UTILITY) to obtain the readings. In cases where non accessibility to meter continues the Business Associate(s) shall paste Disconnection Notice on some conspicuous part of premises as per DERC guidelines and revisit the premise for obtaining/recording reading. Formats and paper quality of notices/sticker against remark cases shall be decided by EIC/RMO Business Associate(s) will attempt all PL/TL cases in odd hours/holiday/by appointment through phone to ensure that meter reading is obtained against these cases and PL cases are continuously reduced. Business Associate(s) shall report permanent premise locked cases along with final data submission of every cycle if reading could not be taken

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after all the necessary efforts by agency. Business Associate(s) will ensure that Meter Readers also call to consumers from site in PL/TL cases while base meter reading. PL/TL cases to be submitted along with Calling/ attempted detail.

Agency need to ensure calling against the PL cases before the base meter reading

New contact no and consumer availability details need to submit before next billing cycle Payment will 50% of the actual amount of reading remark cases (PL/BL/TL)

Business Associate(s) will bring clear & visible photographs for exceptional cases like meter faulty, abnormal reading, disconnected or any other remark as defined by EIC.

Business Associate(s) shall arrange meter reading through ladder where meter is installed at height. At least a ladder should be available on each location.

Business Associate(s) will assist UTILITY to process the No Meter cases completely and no further payment will be made till the Business Associate(s) has undertaken all necessary measures in this regard, as per procedure, and as required by UTILITY. Where meter existed earlier at site or as per

records of UTILITY, and meter reader finds no meter site, the Business Associate(s) shall submit to UTILITY such report, or undertake such measures, as per procedure, and as required by UTILITY, within one billing cycles as per process. Such no-meter cases brought by the Business Associate(s) more than two times consecutively in the billing cycles shall not be paid for by UTILITY However, if any cases where connections have become dead/in-active/Not in Billing Net in UTILITY database be given to the Business Associate(s) for checking site condition, these cases will be paid on normal meter reading rates even in those cases where no meter is found at site.

Agencies have to take precautions while submitting meter reading data for the cycle and duplicate records / invalid CA#s, other than multi meter cases, should not be there in a single cycle data. Penalty of Rs.100 per case shall be imposed on such cases if found. V)<(>,,

<)>Business Associate(s) will read/report all meters in a premise and report cases which were not given in the downloaded data and report

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these as extra connections plus assist UTILITY to correct database to start billing of such consumers wherever not being billed presently. Meter reading and bill distribution is a composite activity and in case one of these two activities is not completed the job will be treated as incomplete, no payment shall become payable and UTILITY will be at liberty to get it done through alternative sources and impose penalty as decided by EIC.

Business Associate(s) shall prudently report the cases wherever meter tampering or direct theft of electricity is noticed by them at the consumer premises. Business Associate(s) shall also notify/specify the connections / meters noticed by them in system base notification which are not included in the billing database of the UTILITY.

Business Associate(s) shall carryout special meter reading/special Site Verification Report of a consumer or a group of consumers at specific requisition / instance of UTILITY in addition to normal meter reading on the instructions of only EIC/RMO (Revenue Management Officer) as per the rates in Annexure 5.

Business Associate(s) shall assist UTILITY to resolve and reduce the number of exceptions brought in by meter readers as per performance standards.

Business Associate(s) shall assist UTILITY and ensure that Consumers complaints regarding Meter Reading and bill distribution are gradually reduced and brought to the level of best in the industry or as per the benchmark decided by UTILITY.30% reduction is mandatory accordance to the last FY same period

Since the Meter Reading is conducted manually and depends on the quality of manpower employed, the meter readers shall maintain absolute integrity and shall not adapt to any unfair means for understating, overstating or misrepresenting the meter reading or causing any harassment to the Consumer of UTILITY.

Business Associate(s) shall assist UTILITY in all its endeavours to reduce provisional Billing, curb theft of electricity, reduction in reading and billing time, reduction in reading or billing errors and percentage improvement of normal reading in first attempt during schedule meter reading.

Business Associate(s) shall provide all necessary support in

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implementing new/ innovative technology and conducting pilot project and require to provide a least one innovative idea related to Meter Reading & Bill distribution .

Business Associate(s) shall provide the option for CMRI data download through SMRD.

Business Associate(s) shall recruit Specialized Man-power to capture the meter reading in Entry not Allow (EN) Cases (by consumers). 3.2(>, , <)>

Special Meter Reading / Special Site Verification Report # New / Existing Consumers

Business Associate(s) shall be required to provide readings & other related details (as desired by UTILITY) for a specific or group of consumer meters. All these special meter reading process / special site verification reports are to be completed & updated/uploaded in UTILITY system within 3 days or within the period specified by the EIC.

Bifurcation of types of special visit cases is mentioned as follows:

Special Meter Reading: Such cases requiring basic reading parameters ranging from reading and mdi pertaining to current & history, remark & supply status, Photo of Meter, Reading & Site, attempted separately from the normal reading & follow up reading schedule or requiring coupon insertion in prepaid category shall be covered under special meter reading.

Scope of special meter reading shall also include reading with any of the following instruments

CMRI

HHD/Manual

SBM

SMRD

Special Site verification Report: Cases requiring an exhaustive site report such as capturing of supply status, Meter details, premise type, Photo of meter, Reading & Site / any other information as per the prescribed format decided by RMO/EIC/Persona nominated by EIC shall be covered under Special verification report. All the captured details to be uploaded by Business Associate(s) in UTILITY system as per designed process.

Note: These special site visit cases can be of any district in UTILITY area and will not be limited to the district allocated to the Business

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Associate(s). Provisional remarks like Meter Faulty, No Meter, Disconnected supported by valid proof like photograph etc. will only be covered under the normal meter reading rates and no payment will be given in any other provisional remark.

Bill Distribution

Business Associate(s) shall carryout bill distribution in the allocated licensee area in accordance with Potion/ MRU / DT / cycle / sub cycle and as per the schedule and guidelines given for individual consumers or group of consumers. UTILITY may at times require pre-printed letters, news bulletin, notices etc. also to be distributed to the consumers along with bills for which no extra charge to be provided for any additional sheet attached with bills. However, additional time may be allowed to Business Associate(s) at the discretion of the EIC. Business Associate(s) services may be also used for distribution of aforesaid documents separately from bill for which separate charges will be applicable as mentioned in Annexure 5. However, for the purpose of LD calculation, only schedule will be considered. Business Associate(s) shall ensure the safety of Bills, Notice, and Letter etc. handover for distribution.

The Business Associate(s) must ensure proper distribution of all energy bills. A report in the format specified by UTILITY, of distribution of bills, notice etc. along with undistributed materials shall be submitted to UTILITY & upload the same in UTILITY system. Business Associate(s) also must ensure to uploading of Proof of Delivery of Bills (POD) in TDPPL system as per schedule decided by UTILITY.

Business Associate(s) shall conduct Bill distribution with SMRD only. In case of any deviation prior approval to be taken from UTILITY / RMO otherwise penalty Rs.10/case will impose if found and in future UTILITY may shift to any other technology as per the written direction of UTILITY only. Business Associate(s) shall not use its discretion in this matter. BA need to capture and update consumer profiling database & meter location updating to be done once

Average TNC to be fixed by EIC/ RMO as per portion (Min 150-200) & EIC approval required for more than 250

Business Associate(s) shall distribute Disconnection Notices / any other notice as advised by UTILITY from time to time. Such distribution may be

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required with acknowledgement of consumer. Acknowledgement in the format specified by UTILITY shall be deposited with RMO/MRG Back Office within predefined timeline by EIC & to be uploaded in UTILITY system by Business Associate(s).

Business Associate(s) shall carryout Bill distribution (Revised Bill, Duplicate bill etc.) of a consumer or a group of consumers at specific requisition / instance of the UTILITY in addition to normal Bill distribution.

The Business Associate(s) is also liable to assist UTILITY in correction of its database by carrying out through address correction/ verification, updation of Phone Number details, email details and Meter Status e-Bill promotion etc.

A separate rate shall be defined w.r.t to collection of cheque from consumers along with the scheduled bill distribution as per the procedures laid down by the UTILITY.

Decision regarding distribution with or without acknowledgement will be as per UTILITY discretion.

There are an ABHA module in UTILITY. Where in NGOs working with UTILITY and they distribute the Electricity Bills of JJ-cluster area of UTILITY. All their payment related to distribution to be reimbursed by agencies (Business Associate(s)) to whom contract will be allocated. And Additional Support to be provided by Business Associate(s) for Bill distribution.

In case of normal bill distribution scenario, POD in the format provided by UTILITY for 5 % of total distributed bills or as specified by UTILITY should be handed over to UTILITY Officer at the time of final POD submission and to be uploaded in UTILITY system by Business Associate(s). Segregation of 5% cases requiring POD shall be segregated and provided to BA by UTILITY.

Special bill distribution category: Bills which shall not be given to the Business Associate(s) in bulk quantity would be referred as Special Bills. Below table indicates the limit of no. of bills distributed, based on which division is made.

Changes can be made in the limits of the no. of bills distributed & selecting criteria such as Portion / MRU / cycle/ DT as per the discretion of EIC.

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No. of Bills to be distributed, Category, Charges applied More than 200 in Portion Bulk Quantity.

Base performance Targets will be assigned by EIC

Normal Bill distribution

Less than 200 in Portion Not in Bulk Quantity.

Special Bill distribution where bill distribution is being performed by the Business Associate but meter reading has not been carried out by them, Timelines for the same will be assigned by EIC

100% POD in excel should be handed over to UTILITY process owner at the time of Final POD submission in the format provided by UTILITY and to be uploaded in UTILITY system by Business Associate(s).

Cross Area Checking

Business Associate(s) shall form a Cross Area checking team/ surveillance team as per instruction of the EIC only. The capacity of team to be decided by EIC. This team can visit / cross check / look out for DT/DAE in the cases of any district in UTILITY area and will not be limited to the district allocated to the Business Associate(s). This may include any type of meter , electronic or smart meters.

The detail that to be captured from site, shall also be decided by EIC.

The cross checking activities shall be considered as Meter Reading Activity and following logic to be used to consider the Normal Meter Reading / Special Meter reading for payment purpose.

Performance Standards

The Business Associate(s) will submit meter reading data after proper Quality Check and duly corrected, ready to be billed, as specified by UTILITY. Any error detected afterwards will attract LD. The Business Associate(s) shall ensure that all meter reading should be done on SMRD only. In exceptional scenarios reading can be done of Printed sheet with prior approval of RMO only.

Meter Reading and Bill Distribution work shall be considered to be complete only when both activities are completed and it meets desired performance level set by UTILITY. The Business Associate(s) will submit the data only when it reaches the desired level & to be uploaded in UTILITY

System by Business Associate(s). The performance level as measured by UTILITY will be final and binding to both parties.

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Wherever manual reading is desired, same shall be done on sheets bearing a print date along with signature of concerned meter reader duly checked & verified by supervisor. Business Associate(s) shall submit Meter reading data and reports to UTILITY as per the schedule in soft copy and/or hard copy as specified by UTILITY and to be uploaded in UTILITY System by Business Associate(s).

If the data / reports are delayed, UTILITY shall reserve the right to get the same job carried out by itself or through another Business Associate(s) and in such case, all expenses incurred/ deemed to be incurred towards carrying out the work along with overheads of 50% shall be recovered from the bills of the Business Associate(s).

Business Associate(s) shall submit undistributed bills to UTILITY and along with its report as per schedule. Any delay in Bill distribution report will be deemed as delay in work and LD shall be imposed.

Business Associate(s) shall distribute all bills having billing addresses pertaining to their allocated licensed areas. Further, bills pertaining to other areas apart from allotted areas shall be returned by Business Associate(s) to MRG Back Office within 24 hrs of receiving. A summary report to be provided for complete status of bills distributed or returned.

Business Associate(s) shall survey the area of operation and determine walking sequence and indexing of consumers of the connections for the purpose of meter reading/ bill distribution before commencement of work. They will submit this data to UTILITY immediately thereafter and if the same is not completed before start of work, the same will have to be done within first two cycles.

UTILITY shall set minimum performance parameters at the time of awarding the contract which will have to be complied by the Business Associate(s). Further, exceeding the same may form the basis of evaluation for incentive criteria. Final decision w.r.t performance standards met shall be based on UTILITY system report and will be final and binding to both the parties.

Business Associate(s) will have to record and provide meter readings of all consumers beyond which meter reading performance is already achieved and increase the quantum of normal read cases. Business Associate(s) will have to continuously reduce percentage of provisional remark cases

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due to any reason at the time of meter reading, uploading of meter reading as well as at the time of billing.

Business Associate(s) will read/report all meters within same premise and advise suitable shifting of consumers to rectify MRU/Book/Portion and Walking sequence.

BA will take legal action against the MR if reading accumulation cases identified

Apart from reading data, Business Associate(s) has to submit forms & duly fill Notification data, as per the timeline specified by RMO/EIC 2 days after generation of follow-up notification as specified

by UTILITY against following cases ##Meter Faulty/ Disconnected# cases # with specific information regarding supply in use/not in use, supply connected or disconnected, Clear & visible photograph of good quality.

#No Meter# cases # with reason of meter removal e.g. building demolished, copy of MRO etc. & premises in use/not in use for conclusive interpretation, current source of supply Low Consumption Cases #:

Details as per the format prescribed by UTILITY.

All the captured photographs must be uploaded in system.

For Premises Locked, Box Locked, Entry Not Allowed cases, at least two visits should have been done before final data submission. Agriculture cases to be completed within 3 days.

Business Associate(s) should paste Reading Request Form (as per process defined by UTILITY) on some conspicuous part of the premises and revisit these premises at appropriate time (as defined in the process) to obtain the readings. Disconnection Notice process as guided by DERC should be implemented.

Business Associate(s) shall submit reports of Meter Reading appointment fixed through Phone along with ATR in exceptional case at the time of after billing follow-up submission in the format prescribed. Dedicated manpower should be deployed of for Follow-Up cases.

In case of wrong/non reporting of meter reading suggesting connivance between meter reader and consumer Business Associate(s) will have to assist UTILITY in taking punitive legal action against meter reader In case UTILITY finds connivance of Business Associate(s) with the consumers also UTILITY has the right to recover the dues from the Business Associate(s). UTILITY may also instruct the Business

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Associate(s) to terminate the service of the meter reader. UTILITY may also terminate the services of Business Associate(s) without prejudice to its right or take legal action as well as recovery of loss from the bills. 30% reduction in reading correction cases is mandatory accordance to the last FY same period

In case of any event that any law enforcement Business Associate(s), forum or a court or similar body imposes penalty on UTILITY for acts which are attributed to non-performance /behaviour/act by the Business Associate(s) or its employees intentionally or unintentionally, the same shall be recovered from the Business Associate(s).

In the event any of the employees of the Business Associate(s) or Business Associate(s) itself is found to be indulging in malpractices or wilful or deliberate act causing wrongful loss to UTILITY, UTILITY has the liberty to take action as permissible in law to safeguard its interest and that of the consumer to protect its goodwill and reputation. Further Business Associate(s) will keep UTILITY, its officers and employees indemnified against all claims, losses and expenses that would arise due to aforesaid activities including expenses incurred towards such legal proceedings.

Optimization of cycle/portion to be completed in first quarter by the agency & to be reviewed by the EIC/RMO on half yearly basis.

In TPDDL license area, along with the TPDDL MRBD activity other utility (Gas/water etc) MRBD activity will be done by the agency as per the requirements accordingly.

Special incentive to be given in e-bill promotion and 5% reporting new cases every month.

Agriculture cases to be completed within 3 days of schedule.

Business Associate(s) shall report all Direct Theft/DAE/Misuse/extra connection cycle-wise. For all such cases which are successfully executed by UTILITY shall be given incentive as per the Annexure 6. (Extra connection could be of those cases where MRU /cycle needs to be corrected or these could be those which are not in UTILITY's billing net/connection status is disconnected). Non Reporting of extra connection where supply is live at site but case is not in UTILITY's billing net / connection status is disconnected shall attract LD. Extra connection/DT /DAE are to be reported portion-wise.

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Infrastructure to be provided to Business Associate(s):

Suitable office space to be provided. Preferably districts offices or other centrally located UTILITY Premise to store bills, HHD#s and other official records in safe custody.

Basic amenities like electricity, drinking water, cooler, fan, tube light to be provided.

Two personal computers shall be provided with LAN facility with UPS (if centralized UPS available)

Power points for Charging bay to charge HHD#s/SBMs.

Official E-Mail ID shall be provided.

Two work stations shall be provided. Note: - It shall be the responsibility of Business Associate(s) to look after the infrastructures & equipments provided by UTILITY. Cost of damage to infrastructure, equipment, furniture or the basic amenities provided by UTILITY will be borne by the business Associate(s)

All infrastructure to be provided by BA in case of spot billing cases
SPECIAL BILL DISTRIBUTION

Charges for Special Reading / Bill distribution shall become payable to the extent that it is not necessitated because of reasons attributable to Business Associate(s).

The above charges shall remain firm, without any variations on yearly basis.

Payment shall be made to Business Associate(s) only for the correct meter readings submitted by the Business Associate(s). Payment on provisional remark shall be made according to below mention criteria or any other addition/deletion set by EIC in future.

Premises Locked /Box Locked/Entry Not Allowed: Connection shall be attempted second time by the Business Associate(s) after a gap of 2 / 3 days after seeking due appointment etc. from the consumer and in case, Business Associate(s) is still not able to take a reading even after second

attempt and with all genuine efforts, meter reading charges shall be paid to Business Associate(s). EIC will have the desecration not to pay for such provisional remarks if not satisfied with the efforts made by Business associate or % of provisional remarks is higher than the % performance fixed/set by EIC.

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Meter Height/ Obstacle in front of meter/Disconnected/Meter Faulty/No Meter: Connections reported with such remarks will be liable for payment only if the cases are substantiated with a concrete proof etc. such as a clear photograph. No Payment shall be made for No Meter Reported cases after consecutive two times.

No Power/Address not found/Not Read: No Payment will be made

In case of service of disconnection notice, if the premises is found to be locked or the Consumer refuses to accept the notice, the disconnection notice shall be pasted at a conspicuous place at the premises of the Consumer.

Further, the Liquidated Damages imposed under this Agreement shall be deducted automatically by UTILITY from any bill payable to Business Associate(s) or any money due to the Business Associate(s) or from amount of Security Deposit under this Agreement or any other Agreement with UTILITY. The details of the same with the reasons for deduction shall be communicated in writing to us immediately

The rates set above are also inclusive of reasonable incidental expenses incurred by Business Associate(s) on carrying out the job including but not limited to the following:

Cost of labour, tools, tackles and supervision. All taxes and levies, including but not limited to, sales tax, excise duty, work contract tax as applicable during the currency of the contract & insurance covers including third party liability insurance. Cost of all auxiliary equipment and all operations for completing the job.

Conveyance of the Business Associate(s)'s employees up to place of work and/or from one place to another place for carrying out the job.

Accommodation of the Contractors employees.

Rates shall be valid for all heights and locations. All other expenses incidental to the job.

UTILITY shall pay only once against the service provided irrespective of the fact that the Contractor might have made more than one attempts for providing the service.

Any other document which is delivered / serviced at UTILITY's request along with the bills shall not be paid for separately. Cost for Sticker printing and pasting of Reading Request Intimations and Disconnection Notices while being carried out along with meter reading activity

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Incentives & penalty levied will be directly under the jurisdiction of EIC.

Agency will get incentive or deduction based upon assessed base Performance level set by EIC.

Incentives:

Extra Connections: Reporting Extra Live connections not in UTILITY billing system, presently or Disconnected/Removed in UTILITY billing system# not given in downloaded data (with reading, correct MRU, adjoining CA and Walking Sequence.)

Rs. 50 / case to Business Associate(s)

Rs. 500/Case to specific meter reader through Business Associate(s)

Booked DT/DAE/Misuse Cases Rs. 50 / case to Business Associate(s)

Rs. 1000/Case to specific meter reader through Business Associate(s)

Reporting of un-ethical activity by meter reader/bill distributor and exhibiting good ethical conduct: Rs 500/ Incident post approval of RMO and EIC.

Liquidate damages:

Wrong reading penalty to be as 200 per case, Penalty 200 for wrong/ Non-delivery of bills

Incorrect details POD in Bill Distribution -100 rs

Wrong Remark/Fake Remark/Remark Conversion Rs. 200 per case

Delay in completion of NM/DC/AR/MF notification with clear and visible photograph beyond 3days of generation of notification: Rs. 100/Case

Late Submission of data/follow-up- Penalty on late submission of meter & bill distribution data will be as follows.

Penalty of Rs 5000 can be imposed on Non-reporting of DT/DAE & Extra connection booked cases as referred by other sources as checked by EIC/RMO

100% photographic meter reading in base schedule as per EIC, LD-50rs per case

Non-reporting and wrong reporting of the mentioned fields in SMRD-50rs per case

Penalty of Rs 50 /case shall be imposed against Late submission of POD

In case of Meter Reading:

LD in case of data submission delay: 7% of the invoices value of the portion per day or Rs. 3000/day/portion whichever is higher (Subject to

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cap of 15% of invoice amount per month).

LD in case of Portion/Sub-Cycle: LD Amount will be calculated proportionality and levied based on the number of sub-cycles/portions present in a cycle

Agriculture connections need to be completed within 3 days with special rates of reading.

In case of Bill Distribution:

LD in case of POD submission delay: 7% of the invoices value of the portion per day or Rs 1500/day/portion whichever is higher (Subject to cap of 15% of invoice amount per month). LD in case of Portion: LD Amount will be calculated proportionality and levied based on the number of sub portions present in a cycle

Bill to be distributed as per the given schedule else penalty will be imposed portion wise upto 5000 In cases there is any Leftover tasks by ABHA/NGO they will be completed by BA agencies

Wrong Bill Distribution/Fake POD : Rs 50/Case

Non-reporting of Extra connection (connection Live at site but not in billing net): Rs 750/case

Late submission/ non submission of special reading/ site verification beyond scheduled time: Rs 100/Case

Reporting of duplicate reading cases/CA/Installation during invoice clearance of Meter Reading & Bill Distribution activities in the same billing cycle: Rs. 100/Case

Non-reporting all parameters of reading as required by UTILITY wherever available in meter : Rs 100/Case

Not wearing I Cards: Rs 50 per day per person.

Not wearing Uniform: Rs 50 per day per person

Non-Rotation of meter readers after every two billing cycles/Fake usage of HHD:Rs 500/incident

Not arranging Training for MRBD staff once in every quarter: 1% of the invoice value

Involvement of ethical misconduct and non-reporting of ethical misconduct: Rs 5000/Incident

Penalty on Distribution of faded/Low/Poor Quality of spot bill in case Spot billing is proposed in specific/all/few section of consumers: Rs. 50/Bill

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Penalty Rs. 10/per case will impose in case not recording the Meter Reading & Bill distribution.

Offense of safety policy of TPDDL penalty can be imposed upto 5000 as per EIC/RMO

Penalty to be imposed Rs.100/case in case MRU being changed in same case repeatedly/ un-identified MRU.

Penalty of Rs. 100 for wrong reporting of E-bill.

Penalty of RS. 50 for not read cases.

Penalty of Rs. 50 in mismatch / not visible walking sequence on site.