

# Annexure 1

## Notice Inviting Tender (NIT)

**WESTERN ELECTRICITY SUPPLY COMPANY OF ORISSA LIMITED**  
**( WESCO )**

**INVITATION FOR TENDER FOR INPUT BASED FRANCHISEE IN WESCO AREA**

Tenders are invited for Input Based Franchisees in different areas covered in 9 Districts of WESCO area under the jurisdiction of three Electrical Circles namely ROURKELA , BURLA & BOLANGIR to receive electricity from WESCO for supplying the same to consumers, to distribute bills there for and collection of bills from consumers. The scope includes consumers meter reading, taking printed bills from the office of concerned Executive Engineer (Distribution) for distribution to consumers etc.

Companies / Partnership firms / Registered Society / NGOs / Individual shall be selected by the WESCO through tender. The tenders are invited in two parts to be submitted in separate envelopes. Along with the First Part, the bidders have to submit an earnest money deposit of Rs 5,000/- (Rupees five thousand only) for each 33/11KV sub-station in the shape of FDR/Bank Draft, with a validity of not less than six months, from a Nationalized Bank favouring "M.D, WESCO, payable at Sambalpur." The First Part shall also contain technical, commercial, experience certificate, etc and other terms and conditions. The Second Part shall contain the price bid of the bidder giving maximum energy input rate per unit. Tender forms can be obtained from the office of the undersigned upon payment of Rs 500/- by crossed Demand Draft only, for each 33/11KV sub-station drawn in favour of M.D.WESCO, payable at Sambalpur . Payment towards the tender form in the shape of cheque, cash, money order or postal order will not be accepted.

All tenders have to be submitted by 22.04.2008 up to 1.00 PM in this office and the same shall be publicly opened on the same day at 4.00 PM. If there is a holiday on the tender opening date, the tenders shall be accepted and opened on the next working day at the same time. All tenders have to be submitted on the tender forms issued by this office against the tender document fee failing which the tender shall not be accepted. The undersigned reserves the right to reject one or all the tenders without assigning any reasons there for.

**Authorized Person's detail:**

Mr. Girish Chandra Mohanty , DGM ( Commerce ) , WESCO Corporate Office,Burla  
Telephone No. 0663 - 2430083      FAX No. 0663- 2432115

**INPUT BASED FRANCHISEE IN WESCO AREA**

# Annexure 2

## Request for Proposal

### [RFP]

Input Based Franchisee

# Tender Notice No.

WESCO / Com / 001 / 07-08 dated 22.3.2008

Due date for Tender Submission: 22.4.08 up-to 1PM

Due date for Tender Opening: 22.4.08 up-to 4 PM

For

## **Input Based Franchisee covered under WESCO AREA**

### **ELECTRICAL CIRCLE , ROURKELA ( THREE DIVISIONS )**

1. ROURKELA ELECTRICAL DIVISION,ROURKELA
2. RAJGANGPUR ELECTRICAL DIVISION, RAJGANGPUR
3. SUNDARGARH ELECTRICAL DIVISION,SUNDARGARH

### **ELECTRICAL CIRCLE , BURLA ( SIX DIVISIONS )**

1. JHARSUGUDA ELECTRICAL DIVISION,JHARSUGUDA
2. DEOGARH ELECTRICAL DIVISION,DEOGARH
3. SAMBALPUR ELECTRICAL DIVISION,SAMBALPUR
4. SAMBALPUR EAST ELECTRICAL DIVISION,SAMBALPUR
5. BARGARH ELECTRICAL DIVISION,BARGARH
6. BARGARH WEST ELECTRICAL DIVISION,BARGARH

### **ELECTRICAL CIRCLE , BOLANGIR ( SIX DIVISIONS )**

1. BALANGIR ELECTRICAL DIVISION,BALANGIR
2. TITLAGARH ELECTRICAL DIVISION,TITLAGARH
3. SONEPUR ELECTRICAL DIVISION,SONEPUR
4. NUAPADA ELECTRICAL DIVISION,NUAPADA
5. KALAHANDI EAST ELECTRICAL DIVISION,BHAWANIPATNA
6. KALAHANDI WEST ELECTRICAL DIVISION,BHAWANIPATNA

### **INPUT BASED FRANCHISEE IN WESCO AREA**

Date of Issue of Tender Document: 28.3.08.....

Tender Specifications for Appointment of Input Based Franchisee in WESCO area

This "Tender document" along with Schedules & Annexure is issued to -

M/s

.....  
.....  
.....

Please note:

1. This document Tender document is non-transferable.
2. This document contain ( i ) Tender Document ( ii ) Draft of Agreement
3. Intimation of any discrepancy in this document shall be given this office immediately. If no intimation is received by this office from the Bidder within five days from the date of issue of tender document, it shall be considered that the issued document is complete in all respects as received by the Bidder.
4. This document is not intended to provide basis of any investment decision to be made by any Bidder and each prospective Bidder must make his own independent assessment of the Project.
5. WESCO reserves the right to reject any or all of the Bids submitted in response to this tender document at any stage without assigning any reasons whatsoever.
6. The meaning of words and expressions used in this document is given in the Annexure-E
7. The Bidder should satisfy himself that this document is complete in all respects.

Mr. Girish Chandra Mohanty ,  
DGM ( Commerce ) ,  
WESCO Corporate Office,Burla

## 1. Summary Sheet

### Project summary:

Selection of franchisees for distribution of Electricity in the specified Area as per the provision under Sec 14 of Electricity Act, 2003.

**Specified Area :** WESCO AREA covering all the 9 Western Districts  
SUNDARGARH , DEOGARH , JHARSUGUDA , SAMBALPUR  
BARGARH , NUAPADA , SONEPUR , BOLANGIR &  
KALAHANDI DISTRICTS

### Pre-bid conference:

Date & Time 19.4.08 11.30 AM to 1.30 PM  
Venue: Corporate Office ,Burla

**Last date and time of receipt of Bids:** 22.4.08 1.00 PM

**Due date of opening:** Part I - Earnest Money  
Part - II Eligibility Criteria 22.4.08 4PM  
Part III - Price Bid 22.4.08 4PM  
subject to qualifying criteria of Part-I & II).

**Place of opening:** WESCO ,Corporate Office ,Burla

### Bid to be addressed to:

Mr. Girish Chandra Mohanty ,  
DGM ( Commerce ) ,  
WESCO Corporate Office,Burla

Telephone No. : 0663 - 2430083  
Fax No. 0663 - 2432115  
Website: www.wescoorissa.com

### Earnest Money Deposit (EMD):

For Rs 5000 /- through Bank Demand Draft  
In the name of M.D.WESCO, Payable at Sambalpur for each 33/11KV sub-station and associated 11KV Feeders.

### Performance Guarantee:

To be decided during Pre-Bid Conference to be held on 19.4.08

## 2. General

### 2.1 Objectives of the Project

- 2.1.1 In an Endeavour to improve operational efficiency of the distribution system and quality of service to its consumers, WESCO seeks to bring in management expertise through public-private participation, in distribution of electricity.
- 2.1.2 WESCO is intending to select a Franchisee through a bidding process for WESCO area by 11KV feeder wise and may also 33/11KV Primary Sub-Station wise

### 2.2. Legal Provisions for the Scheme

- 2.2.1 Pursuant to Section 131 of the Electricity Act 2003 (hereinafter referred to as the "Electricity Act") the Government of Orissa
- 2.2.2 The 6th provision of Section 14 of the Act, stipulates:

### 2.3 Terms and conditions

- 2.3.1 WESCO shall enter into agreement with Franchisee, termed as Franchisee Agreement. This agreement shall cover all the transactions between the selected bidder and WESCO. The terms of Agreement are summarized in the **Annexure A.**

### 2.4 Contract Period

- 2.4.1 Franchisee would be appointed for an initial period of TWO years from the date of execution of the FA.
- 2.4.2 Either Party to Franchisee Agreement shall be entitled to terminate this Agreement any time before the expiration of the Agreement Period on the occurrence of an Event of Default or mutual consent.
- 2.4.3 WESCO will have the sole discretion to extend the Term of Agreement for a period of one year at a time, after taking into account inter alia the performance of the Franchisee in complying with its obligations under the agreement. At least three calendar months prior to the Expiry Date, WESCO shall notify the Franchisee that it wishes to extend the Term of Agreement. Upon the receipt of such notice, the Parties shall discuss and mutually agree in writing, the terms and conditions on which the Agreement may be extended, including Input rate payable by the Franchisee.
- 2.4.4 The decision on extension of Term of Agreement would consider factors like timely payment of dues by the Franchisee and efficiency improvement as stated in the Distribution Agreement.

## 2.5. Bidding process and selection

The following stages would be involved in the bidding process:

- 2.5.1 Issuance of Tender Document.
- 2.5.2 Pre-bid conference
- 2.5.3 Submission of Eligibility Criteria & Earnest Money and Price bid.
- 2.5.4 Bid Evaluation.

## 2.6 Eligibility Criteria

The basis of evaluation that would be used for eligibility for the project are provided herein under Annexure D

## 2.7 Earnest Money Deposit

- 2.7.1 Bidder shall deposit Rs 5000./- as Earnest Money for each 33/11KV ss
- 2.7.2 The earnest money shall be furnished in a separate sealed envelope, duly super scribing on it the name of work, due date of opening of the Bid and the manner in which it is furnished and the name of the Bidder.
- 2.7.3 Bidders are required to deposit the earnest money in the form of Bank Draft.
- 2.7.4 Cheques will not be accepted.
- 2.7.5 The Earnest Money of the unsuccessful bidders shall be refunded after the successful execution of Franchisee Agreement. In case the bidder is likely to be awarded the work or if his case has not been finalized the Earnest Money shall be retained for the period mentioned in clause for "Validity of Offer".
- 2.7.6 No interest shall be payable on the Earnest Money Deposit.
- 2.7.7 The earnest money of Selected Bidder shall become part of the initial Performance Security in case of the Selected Bidder.

- 2.7.8 The Earnest Money shall be forfeited
- a) If the Bidder modifies its Bid except as per the provisions specified in this document;
  - b) If the Bidder withdraws its Bid before the expiry of the validity period of the Bid;
  - c) If the Selected Bidder fails to sign the FA within 30 days of issuance of Letter of Award by WESCO
  - d) If the Selected Bidder fails to provide the Performance Guarantee and execute the Franchisee Agreement within the stipulated time or any extension thereof provided by WESCO
  - e) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

## 2.8. Instructions for submission of price bids

2.8.1 Bidder is required to submit Input Rates for input energy

2.8.2 Input Rates should be quoted both in figures and words. In case of ambiguity between rates in figures and words, higher of the two/ beneficial to the Company shall be considered. Such offers can also be rejected.

## 2.9. Procedure for submission of Bids

2.9.1 The bidder is required to submit the Bid in the following manner in separate envelopes. Each envelope must indicate the tender number at the top.

### **PART - I (Earnest Money)**

ENVELOPE – 1 This envelope shall contain the Earnest Money. The earnest money not submitted in the prescribed form and manner would lead to disqualification of the bidder and his price bid will not be opened.

### **PART - II (Eligibility Criteria )**

ENVELOPE – 2 This envelope should contain the information regarding Eligibility of bidder and will be opened prior to opening of Envelope Number-3. Envelope-2 should contain two enclosures (see Schedules for the prescribed formats Schedule A& B) namely the "Cover Letter" and "General Information for Eligibility". This should also contain all the supporting documents substantiating the bidder's eligibility criteria. The bidder who qualifies the eligibility criteria will only be considered for opening the "Price bid".

## **PART - III (Price Bid)**

ENVOLOPE – 3            The third envelope shall contain the "Price Bid" in the price Schedule - C of the tender document duly Filled and signed at every page of the tender document.

2.9.2 SUBMISSION OF BID:- All the three parts shall be submitted in 3 separate Envelopes and these envelopes shall be properly super scribed as Part-I "Earnest Money Deposit", Part-II "Eligibility Criteria" and Part-III "Price Bid" Each envelope shall also be super scribed with "Bid for Distribution Franchisee for ----- Substation" - Earnest Money, Eligibility Criteria or Price Bid as the case may be. Tender specification number, name of the Bidder, and date of opening as advertised. The tender i.e. the Part - II and Part - III shall be submitted each in duplicate.

## **2.10 Further Information**

2.10.1. Once the Bid is submitted along with the supplementary information no change request shall be accepted. However, WESCO reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of additional information or clarifications sought by WESCO, may be a ground for rejecting the Bid.

2.10.2. Further information, if any, can be received from the office selling the tender document. Details of work or any other clarification can be obtained from the office on any working day between 1100 to 1700 Hours from:

Name of Designated Authority

Mr. Girish Chandra Mohanty ,  
DGM ( Commerce ) ,  
WESCO Corporate Office,Burla

2.10.3. No information will be provided on the date of opening of Bids.

2.10.4. Before submitting the Bid, bidder shall be deemed to have full knowledge of all relevant documents and have satisfied himself by actual inspection of the site and locality of work, all conditions liable to be encountered during the execution of the works are taken into account and that the Input Rate he enters in the tender forms are adequate and all inclusive to accord with the provisions of DA for the completion of the work to the satisfaction of the Engineer-in-charge.

2.10.5. The Selected bidder must have sound financial standing. The accepting authority will ascertain the financial capability of the bidder. The bidder shall make available all the information as demanded by the accepting authority to verify the financial capability through financial institutions or any other means desired by him.

## 2.11. Completeness of Bids

Bid may be deemed "Non-Responsive and rejected" if;

- 2.11.1. It does not include sufficient information for it to be evaluated and/ or it does not comply strictly with the formats specified.
- 2.11.2. It is not received by the due date and time, for whatever reason it may be, specified in the tender document.
- 2.11.3. It is not accompanied by a valid Earnest Money Deposit.
- 2.11.4. It is not signed and/ or sealed in the manner and to the extent indicated in this tender document.
- 2.11.5. The bidder seeking deviations on the terms and conditions specified under this document.
- 2.11.6. The Tender documents shall be written legibly and free from erasure, overwriting or conversions of figures. Any corrections, where unavoidable, shall be made by crossing it out, duly signed with date. The Bids found with over writing; erasure, etc. are likely to be rejected.
- 2.11.7. Bids, which do not fulfill all or any of the above conditions or are incomplete in any respect, are liable to be rejected.
- 2.11.8. A bid which gets opened before the due date as a result of improper or no indication having been given on the cover to indicate that it is a tender

## 2.12 Due date and submission of Bid

- 2.12.1. Due date for receipt of Bids is 22.04.2008 1.00PM
- 2.12.2. Bid duly filled and kept in sealed envelopes (as per procedure laid down in the tender document) should be addressed to:

Mr. Girish Chandra Mohanty ,  
DGM ( Commerce ) ,  
WESCO Corporate Office,Burla

- 2.12.3. Unless delivered personally, Bid should be submitted by post/Courier. If forwarded by post the sealed envelope containing the Bid and marked as specified above, shall be enclosed in another envelope properly addressed and shall be forwarded so as to reach not later than the time stipulated above on the due date of submission of Bid.

- 2.12.4. When tenders are submitted personally, the same shall be submitted during working hours of WESCO in the Tender Box. Nobody is authorized to issue receipt for tender delivered by hand.
- 2.12.5. Open bid through Telegram / Fax shall not be considered under any circumstances.
- 2.12.6. All pages of the tender documents conditions, specification etc. shall bear the full signatures of the person holding Power of Attorney authorizing him to do so (certified copies of which shall also be enclosed) at the foot of every page on the right hand corner. Any Bid not bearing signatures on all the pages of documents accompanying the Bid is liable to be rejected.
- 2.12.7. Tenders submitted on behalf of Company registered under the Indian Companies Act, for the time being in force, shall be signed by person duly authorized to submit the tender on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of person(s) signing the tender on behalf of the Company.
- 2.12.8. The submission of a Bid by the bidder implies that he has read and accepted the instructions and conditions under tender document etc. and has made himself aware of the scope and specifications of the work to be done and of the conditions, rates and other factors bearing on the execution of the work.

## 2.13. Cost of submitting Bid

- 2.13.1. Tender forms along with other details can be obtained from Corporate Office, WESCO, Burla from 28.3.2008 to 18.4.2008 1.00 PM on payment of Tender fee (non-refundable) by Demand Draft of Rs 500.- only, drawn in favour of "MD, WESCO" payable at Sambalpur

Document shall also be available on Company's website [www.wescoorissa](http://www.wescoorissa). The bidder may also download the tender documents from this website. In this case the tender document fee (Rs 500.-) shall be required to be deposited in the form of Demand Draft, drawn in favour of " MD, WESCO " payable at Sambalpur, at the time of submission of bid documents failing which the bid shall not be accepted.

- 2.13.2. The Bidder shall be responsible for all the costs associated with the preparation and submission of the Bid. WESCO shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process. WESCO reserves the right to reject any or all the Bid without assigning any reasons whatsoever.

## 2.14 Language of the bid

- 2.14.1. The bid and all associated documents shall be in English.

## 2.15 Non-transferable tender document

2.15.1. The transfer of tender forms purchased by a Bidder to another person is not permissible.

## 2.16 Multiple bids not allowed

2.16.1. Any person including a company cannot propose to be member of more than one Consortium for submission of the Bid for the Project.

## 2.17 Pre-bid conference

2.17.1. The official representative of the Bidders may attend the pre-bid conference on the time and date indicated herein (19.04.2008) in between 11.30 AM to 1.30 PM at the conference hall of WESCO

2.17.2. The purpose of the meeting will be to clarify any issues regarding the bid process and its submission.

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

## 2.18 Opening of Bids

2.18.1. Due date for "Part - I & II" : (22.4.2008) 4.00 PM

2.18.2. Due date for "Part - III" : (22.4.2008) 4.00 PM

2.18.3. Bids will be opened at the above mentioned date and time in the presence of such Bidders or their authorized representatives present at the time of opening. Only authorised representative, possessing necessary authority letter from the bidder who have participated in the tender shall be allowed to attend the tender opening.

## 2.19. Evaluation of Price Bids

2.19.1. Price Bids would be evaluated on the basis of Input Rate.

2.19.2. In the event of two or more Bidders found equal after evaluation of Financial Offer, WESCO reserves the right to select and declare any of such Bidders as the Selected Bidder or take any such measure as may be deemed fit for the bidding process.

2.19.3. The authority for the acceptance of the Bid rests with WESCO which neither binds itself to accept the highest Average Input Rate or any other Bid nor does it undertake to assign any reasons for declining to consider any particular Bid or Bids.

## 2.20 Canvassing

2.20.1. Canvassing or mobilizing support in any form for the acceptance of a Bid is strictly prohibited.

## 2.21 Validity of Offer

2.21.1. Bid shall remain open for acceptance for a period of 3 months from the date of opening or any other extended date for their receipt or any other extended period consented upon by the bidder. Any withdrawal during the said period shall entail forfeiture of earnest money deposited by him with the Bid.

## 2.22 Award of contract

2.22.1. The Selected Bidder shall be issued the Letter of Award by WESCO.

2.22.2. Within 30 days of intimation of the acceptance of the Bid, the Selected Bidder shall furnish Performance Security as per the details provided under Annexure C and execute the Distribution Agreement. The cost of all stamp paper / stationery shall be borne by the Selected Bidder.

2.22.3. Failure by the selected Bidder to execute the Franchisee Agreement and furnish the prescribed Performance Security within the period specified above shall entail forfeiture of the earnest money and cancellation of the FA (if already signed) without prejudice to the right of WESCO to recover further damages, if any, from the Bidder.

## 2.23 Jurisdiction

2.23.1. All disputes arising under or in connection with this Tender and the bidding process shall be governed by the laws of India and subject to the exclusive jurisdiction of the Courts in State

## 2.24 Definition

2.24.1. The definition of words/ expressions /phrases is provided in Annexure- E.

## Schedules

### **Schedule A**

Format of cover letter for submission of Eligibility" under Part - II of the bid (To be kept inside Envelope - 2)

To,  
Mr. Girish Chandra Mohanty ,  
DGM ( Commerce ) ,  
WESCO Corporate Office,Burla

Dear Sir,

Sub: Franchisee (name of the area)

Enclosed herewith is our Eligibility in respect of the Franchisee for (Name of the area) in response to the tender no..... due for opening on dd/mm/yy (Part I &Part II)

We hereby confirm the following:

1. The bid is being submitted by .....(name of the Bidder) in accordance with the conditions stipulated in the tender document.
2. We have examined in detail and have understood and agree to abide by all the terms and conditions stipulated in the tender document issued by WESCO
3. The information submitted in our offer is complete and strictly confirms the requirements as stipulated in the tender document, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our offer.
4. We agree to abide by all the terms and documents specified under the tender document or in any subsequent communication. The required information is provided in the following pages. For and on behalf of :

Signature :  
(Authorised Signatory) :  
Name of the Person :  
Designation :  
Company Seal :  
Date & Place :

## **Schedule B**

Format of "General Information for Eligibility" under Part - II of the bid  
(To be kept inside Envelope - 2)

Please Note:

- (i) Strike off, whichever is not applicable
- (ii) Separate sheets should be used, wherever necessary

### **(a) Basic Information:**

1. Name & Address of the Bidder
2. Registered office
3. Work Place address
4. Telegraphic address
5. Telephone Nos.
6. Fax Nos.
7. Email Address
8. Annual Turnover (Rs in Cr. Year 2005-06 / 2006-07 / 2007-08
9. Employees Financial Year 2005-06 / 2006-07 / 2007-08  
Technical Non-Technical

Please submit the following documents also:

Annual Accounts (including Balance Sheet and Profit & Loss Account) for the last two years  
Income Tax Returns for the last two years

### **(b) Experience in Power Sector:**

Past Experience (Please enclose separate sheet indicating type of business carried out turn over, profit and loss or any other relevant details) Please also provide photocopy of the performance reports

Sl.No.	Particulars of work done	Place of work	Period of work	Remarks
--------	--------------------------	---------------	----------------	---------

### **(c) Name of Electrical Licensee:**

Please attach a brief profile of the above mentioned Contractor.

### **(d) Any other suggestions:**

**For and on behalf of**

Signature:

(Authorized Signatory)

Name of the Person:

Designation:

Company Seal:

Date & Place

**INPUT BASED FRANCHISEE IN WESCO AREA**

## **Schedule C**

### **Format of cover letter for submitting "Price Bid" under Part - III of the bid (To be kept inside Envelope -3)**

To,  
Mr. Girish Chandra Mohanty ,  
DGM ( Commerce ) ,  
WESCO Corporate Office,Burla

Dear Sir,

Sub: Franchisee (name of the area)

Enclosed herewith is our Eligibility in respect of the Franchisee for (Name of the area) in response to the tender no..... due for opening on dd/mm/yy (Part III)

We hereby confirm the following:

1. The bid is being submitted by .....(name of the Bidder) in accordance with the conditions stipulated in the tender document.
2. We have examined in detail and have understood and agree to abide by all the terms and conditions stipulated in the tender document issued by WESCO
3. Our financial offer is consistent with all the requirements of submission as stated in the tender document or in any of the subsequent communications from WESCO.
4. We would be solely responsible for any errors or omissions in our financial offer.
5. The Input Rate for the Base Year ( First Year ) in figure and words
6. The input Rate for Second Year will be ---- % more than that of the first year's rate.  
It is to certify that the terms and conditions and scope of work have been read by me / us carefully and rates are submitted accordingly.

**For and on behalf of**

Signature:

(Authorized Signatory)

Name of the Person:

Designation:

Company Seal:

Date & Place

**INPUT BASED FRANCHISEE IN WESCO AREA**

**Schedule D**

**Format for submitting "Undertaking" under Part - II of the bid (To be kept inside Envelope 2)**

**Undertaking**

I,..... Sole proprietor/ partner of M/s.-----  
.....states that details given are correct to the best of my  
knowledge and belief. I agree to abide by all your tender/order terms and conditions.

PLACE:  
DATE:

SIGNATURE OF BIDDER  
NAME IN FULL  
DESIGNATION/ STATUS IN THE FIRM  
COMPANY SEAL

**Schedule E**

**Format for information to be mentioned on the main envelope containing all the Bid documents as specified**

**TENDER SPECIFICATION NO. ....**

**DUE FOR OPENING ON dd, mm, 2006 (Part I & II)**

**FOR APPOINTMENT OF FRANCHISEE FOR --**

**MAIN ENVELOPE CONTAINS 3 SEPARATE SEALED ENVELOPES FOR:-**

- PART - I "EARNEST MONEY DEPOSIT"**
- PART - II "ELIGIBILITY CRITERIA"**
- PART - III "PRICE BID"**

To,  
Mr. Girish Chandra Mohanty ,  
DGM ( Commerce ) ,  
WESCO Corporate Office,Burla

It is certified that we agree to all the clause of tender document.

**For and on behalf of**

Signature:  
(Authorized Signatory)  
Name of the Person:  
Designation:  
Company Seal:

Date & Place

**INPUT BASED FRANCHISEE IN WESCO AREA**

# Annexures

## Annexure A

### Terms of Contract

#### **1. Role and responsibilities of WESCO**

- 1.1. Franchisee will survey and prepare a complete inventory of equipments and infrastructures in the Franchisee area.
- 1.2. WESCO - Franchisee will also update the equipments and infrastructures in the Franchisee area incorporated in the distribution system.
- 1.3. WESCO employees shall be withdrawn within the period of 3 months from the date of agreement.
- 1.4. WESCO will provide a list of all Consumers with Connection Nos., Name and Addresses to the Franchisee who are receiving supply of power from WESCO through authorized connection, as mentioned in Schedule 'C' of this Agreement, at the commencement of this Agreement.
- 1.5. WESCO shall raise a monthly joint meter reading details on the first day of succeeding month Franchisee for drawal of energy as per the meter reading of the HT meter, at the Point of Supply.
- 1.6. The consumer's bills shall be prepared by WESCO with the help of information provided by the Franchisee at the required interval of time. The Franchisee shall ensure that correct information is provided for the billing purpose of the consumers. The Franchisee shall maintain a record of the metering and relevant commercial information and regularly update the same.

#### **2. Role of Franchisee**

- 2.1 Franchisee will maintain commercial activity to the best possible manner
- 2.2 Franchisee will be responsible for the security of the said WESCO assets against damage, theft, vandalism, etc due to neglect or other avoidable reasons and will immediately bring into WESCO's notice any instance of such loss or damage. WESCO shall reserve right to make claim against Franchisee for any loss or damage to WESCO's said assets for reasons attributable to Franchisee.
- 2.3 Franchisee will completely assist WESCO in lodging any insurance claims etc. for recovery of the said assets in the event of such claims made by WESCO.
- 2.4 Franchisee shall carry out the activity of meter replacement of defective meters of the retail consumers. The meters shall be provided by WESCO on providing the required proofs of the same. The defective meters and required Performa shall be submitted to WESCO to complete this activity.

#### **INPUT BASED FRANCHISEE IN WESCO AREA**

- 2.5 The Franchisee shall also make efforts towards collecting past arrears and the amount collected against arrears occurring after the date of Agreement shall be to the credit of the Franchisee and all arrears pertaining to the period prior to the date of Agreement shall be passed on by the Franchisee to the Licensee. In consideration of collecting licensees past arrears the Franchisee shall be given and incentive of 10 % of the amount so recovered.
- 2.6 It will be the franchisee's responsibility to ensure that residents, who are not receiving Electricity Supply as WESCO Consumers, are constantly prevented from unauthorized abstraction of Energy from the Distribution System. Any resident involved in unauthorized abstraction of Energy from the system shall be promptly checked by Franchisee, served notice and proceeded against as per Applicable Law. New connections and services related to service connections shall be provided by WESCO, with the assistance of the Franchisee. Service Line Charges, Development Charges, if any, Consumption Deposit and any other charges and/or fees set by the Commission, shall be applicable for the Consumers.
- 2.7 The Franchisee shall periodically update and keep WESCO informed on an ongoing basis in writing, of the increase or decrease in the list of inhabited premises, which are drawing energy from the Distribution system within the Area of Supply. The Franchisee shall use its best efforts in inducing each inhabitant, who is not a consumer and is drawing energy to become a consumer.
- 2.8 The Franchisee shall provide WESCO such assistance as is required to provide new connections to Consumers. In addition Franchisee shall assist new inhabitants in its Area of supply in obtaining new connection from WESCO
- 2.9 Franchisee shall declare and inform WESCO about the load and other details of the Consumers, who are using Commercial / Industrial Load, with their Connection Nos. and Load etc. Failure of the Franchisee to declare such loads for any reason whatsoever shall be treated as default under this Agreement and WESCO will be entitled to levy "Misuse" charges on such consumption on Franchisee at the rates as per prevalent Tariff Order, in addition its right under event of default.
- 2.10 Franchisee shall be responsible for meter readings and distributing bills to the Consumers, based on their respective meter readings. The Franchisee shall also collect the payments against the bills raised from the consumers.
- 2.11 Franchisee shall provide the details of reading to WESCO for generation of bills.
- 2.12 Franchisee shall be responsible for handling and attending all the Consumer's Commercial complaints in its Area of Supply.
- 2.13 Franchisee shall release additional load of private domestic light and fans and commercial consumers and shall provide the details of the load release/ new connections to the concerned Executive Engineer/SDO one week before the close of every month's ledgerisation.

**INPUT BASED FRANCHISEE IN WESCO AREA**

- 2.14 Franchisee shall carry out the activity of disconnection and reconnection as per the rules of the WESCO
- 2.15 The franchisee shall issue receipt for the current bill and arrears to the consumers .
- 2.16 The cost and deposits for new connections shall be collected by the Franchisee and the same be deposited to WESCO within next three days.
- 2.17 The Franchisee shall pay all Monthly Invoices by the due date mentioned in such Invoice after adjusting the direct payments made by Consumers at the WESCO during the applicable Billing Period, else WESCO shall have the right to adjust the same against the Performance Deposit, referred to in this Agreement, paid by the Franchisee, without prejudice to any other right of WESCO
- 2.18 The Franchisee shall notify all the residents in the Area of Supply about the rights and obligations of the Franchisee to act on behalf of WESCO and the rights and obligations of Consumers of the area.
- 2.19 Franchisee shall only employ competent and qualified persons for the handling of Electrical Energy. The Franchisee shall provide the complete list of employees that he intends to employ to WESCO for their approval. If any employee of the Franchisee engaged in discharging any obligations under this Agreement is, in the opinion of WESCO, guilty of any misconduct, Incompetence or negligence, the Franchisee shall, if so directed by WESCO , immediately remove such employee and replace him by a qualified and competent substitute. Further, WESCO will not have any obligations towards any of the Franchisee's employees.
- 2.20 The Franchisee shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workman's Compensation Act, Factories Act, 1948, the Contract Labor (Regulation and Abolition) Act 1970, and any other relevant regulations as the case may be. Franchisee shall also be solely responsible for the payment of all benefits such as Provident Fund, Bonus, Retrenchment Compensation, Leave etc. applicable as per various statutory rules and regulations , as well as any damage/loss to consumers' and shall keep WESCO indemnified in this regard against any claim. WESCO shall be entitled to deduct from any money due to or to become due to Franchisee, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto. The Franchisee shall abide by the decision of WESCO to the sum payable by Franchisee under the provisions of this clause.
- 2.21 The Franchisee shall perform his duties and obligations delineated in the instant Agreement in a legal and an authorized manner. Franchisee shall not indulge in any unauthorized and illegal activities, in the performance of his duties under the Agreement. WESCO will not be responsible for any case of underperformance and deficiency in providing the services as agreed upon by the Franchisee and all kind of litigations arising out of it.

**INPUT BASED FRANCHISEE IN WESCO AREA**

- 2.22 There shall be a monthly statement prepared by WESCO which should be furnished to Franchisee every month. Any discrepancy in the statement shall be informed within five days by the Franchisee, failing to do so the statement shall be considered final and no claim of Franchisee shall be entertained on the same.
- 2.25 Franchisee shall carry out enforcement activities in the area of operations. Any individual consumer found indulging into unlawful abstraction of the electricity, shall be booked by Franchisee as per tariff order / regulation. The personnel of franchisee shall be authorized under section 126, 135, 152 of electricity Act 2003 in this regard. Stationary for such notices shall be provided by WESCO.

## Annexure B

### Baseline Parameters -Brief description of the specified area:

Monthly Energy supply and utilization pattern of the (Name of the area);

Name Of the Area	Capacity of Power Transformer	Average hours of supply day	Energy sent MU's	Energy sold MU's
------------------	-------------------------------	-----------------------------	------------------	------------------

As on (month), (Year), the numbers of paying consumers in the specified area are break-up of this is given below :

Name of the area	Domestic	Commercial	Industrial	PTW
------------------	----------	------------	------------	-----

Monthly Energy and Revenue Information;

Energy sent ( MU )	Energy sold ( MU )	T & D Loss	Revenue assessed per Month in Lac	Collection per month Rs in Lac	collection Efficiency
--------------------	--------------------	------------	-----------------------------------	--------------------------------	-----------------------

## Annexure C

### Performance Deposit:

The Selected Bidder shall deposit in advance amount in the form of Demand Draft or a combination of Demand Draft (for at least 25 % of the amount secured) and unconditional and irrevocable Bank Guarantee from a Nationalized Bank in favour of "M.D WESCO, payable at Sambalpur".

The amount of Performance Security shall be revised at the end of every year. If required, the additional amount to be deposited by the Franchisee within 15 days.

## **1. Eligibility Criteria**

### **2. Technical Competence**

- A. Project handled
- B. Project cost
- C. Project duration

### **3. Financial Competence**

- A. Annual Turnover (Last financial year)
- B. Security

### **4. Requirements of the Bidder**

The Bidder is required to provide a declaration on:

- A. The Bidder should not have been blacklisted by any Government Department / PSU for failure to perform.
- B. Any director / promoter/ partner / constituent partner/ proprietor of the Bidder should not have been convicted of any offence by any court of law, tribunal or regulatory authority.
- C. The Bidder should not have been declared to be a willful defaulter by any Bank.
- D. The Bidder Member should not have suffered any order of winding up or appointment of Liquidator by a court of competent jurisdiction.

## Annexure E

### Definitions

**Bid** - Shall mean the Technical Bid and Financial Bid submitted in response to this tender document issued by WESCO

**Bidder** - Shall mean the Bidding Company or Bidding Consortium.

**Bidding Company** - Shall mean a single corporate entity bidding for the Project.

**Bidding Consortium** - Shall mean a group of corporate entities bidding for the Project.

**Billed Amount** - Shall mean the total amount billed on a monthly basis to the Franchisee by WESCO based on the units recorded for the month.

**Billed Due Date** - Shall mean the date as pre-agreed by which the Franchisee is required to make the full payment of the Billed Amount for the month.

**Complaint** - Shall mean any written, oral, telephonic or electronic correspondence expressing dissatisfaction with the products, services, or customer service of the Franchisee.

**Consumer** - Shall mean any person who is supplied with electricity by the licensee and includes any person whose premises are for the time being connected for the purpose of receiving electricity from the licensee, persons who have applied for an electricity connection, persons whose supply is not yet connected even after due notice to avail connection or whose electricity or whose electricity supply has been disconnected. A consumer would be referred to as "Low tension consumer (LT consumer)" meaning person who has been supplied power by the licensee at low or medium voltage, until and unless specified otherwise.

**Distribution** - Shall mean the supply and conveyance of electricity by means of distribution system.

**Franchisee Agreement (FA)**- Shall mean the agreement to be entered into by the Selected bidder and WESCO through the Engineer-in-charge herein after referred as "F.A."

**Distribution Assets** - Shall refer to overhead lines, underground cables, service lines, electrical plant, control switch gear, and meters having design voltage below 33 KV and shall also include any other asset as the Commission may specifically recognize at a later date.

**Distribution Licensee** - Shall mean the WESTERN ELECTRICITY SUPPLY COMPANY OF ORISSA LIMITED herein after referred as "(WESCO)".

Effective Date - Shall mean the date intimated by WESCO to the Franchisee to commence its operations under this Agreement.

Financial Bid - Shall mean the proposal of the Bidder setting out the Input Rate for energy injected by WESCO at the Input Point in the Specified area and other details as set out in the prescribed format provided under Schedules.

Franchisee - Shall mean the Selected Bidder appointed by (Name of the Utility) to act as an agent of (Name of the Utility) to distribute electricity and operate & maintain the distribution system in the Specified area under section 14 of the Electricity Act, 2003. Herein after referred as "Franchisee".

Input Point - Shall mean the interconnection point between the electrical systems of the Licensee and the Franchisee.

Input Rate - Shall mean Rupees per unit of electricity supplied by WESCO at the Input Point, and shall be quoted by the Bidder.

Letter of Award - Shall refer to the letter issued to the Selected Bidder who would be required to sign the agreement before the stipulated time.

Member Company - Shall mean each corporate entity in the Bidding Consortium

Parties- Shall mean a reference to selected Bidder and WESCO collectively and "Party" shall mean an individual reference to either one of them.

Project - Shall mean the distribution of electricity and related activities in the Specified area as a Franchisee of WESCO in accordance with the requirements set forth in the tender document.

Selected Bidder - Shall refer to the bidder who is finally chosen as the preferred Franchisee and awarded the Project.

Specified Area - shall refer to (name of the area) of WESCO

Tender document - Shall mean this document, issued to the Bidders seeking Technical and Financial Bids.

Tender Forms - Shall mean the prescribed formats for submitting technical and financial bids as provided under Schedules of this document.

Technical Bid - Shall mean the proposal of the Bidder setting out details as set forth in this Tender Document.

# Annexure 3

## Draft Franchisee Agreement

## **DISTRIBUTION FRANCHISEE AGREEMENT**

This Agreement (hereinafter referred to as ("Agreement")) is executed at..... on this ----- day of ---- - Year between

.....Para describing the company business and its history.....  
.....[Name of the Franchisee]....., a society registered under the Societies act, a company incorporated under the Indian Companies Act/a partnership/a sole proprietorship having its registered office -----[official address]----- hereinafter referred to as "Franchisee" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

The Utility ( WESCO ) and the Franchisee are hereinafter individually and collectively referred to as the "Party" and "Parties" respectively.

### **WHEREAS**

- A ) "WESCO" is Distribution Licensee ..... [about the Discom].....
- B ) "WESCO" is desirous of appointing a Franchisee for the Specified Area and the area served by it's feeders of....., executing work of rectification and routine operation and maintenance of the Distribution System, for attending to No-supply complaints all 24 hours of the day, meter reading, distribution of bills, and attending to the Commercial Complaints of the Consumers, within the specified area allocated to the Franchisee as enclosed at Schedule A of this Agreement, with the objective of improving the operational efficiency and quality of service provided to its consumers, by bringing in management expertise through public-private participation, in distribution of electricity;
- C ) "WESCO" had issued Tender No. .... after evaluation of the Bids as per the criteria detailed in the Tender, M/s.....was designated as the Successful Bidder and a Letter of Award (LoA), reference no. -----, dated ----- was issued to the said party (the "Franchisee").
- D.) Whereas WESCO has agreed to supply electrical power to the Franchisee at the Point of Supply, for onwards handling of supply by the Franchisee within the Area as set out in Schedule A, at the terms and conditions set out herein;
- E.) Under Section 14 of The Electricity Act, 2003 where a Distribution License proposes to undertake the distribution of electricity for a specified area within the area of supply through another person, that person shall not be required to obtain a separate license from the State Regulatory Commission;

### **INPUT BASED FRANCHISEE IN WESCO AREA**

## 1. **DEFINITIONS AND INTERPRETATIONS**

1.1. In this Agreement, unless the context otherwise requires, the terms set out below shall have the meanings set out below: -

- A) "Applicable law" shall mean such Central, State and local laws, which apply to and govern the Parties and the transaction envisaged in this Agreement. This would include but not limited to The Electricity Act, 2003, the State Electricity Reforms Act, 1999, the rules and regulations, made there under.
- B) "Area of Supply" refers to the Franchisee's Area of Supply specified in **Schedule A** to this Agreement.
- C) "Agreement" means this Distribution Agreement entered into between "WESCO" and the "Franchisee" including any amendments and modifications thereof from time to time.
- D) "Agreement Period" shall means the period agreed upon by both the parties, commencing from the Effective Date, unless terminated earlier in accordance with this Agreement.
- E) "Annual Revenue Demand" means the total amount billed to the consumers of all categories for a twelve month period.
- F) "Bill" shall mean any bill prepared by WESCO for delivering to Consumers through the Franchisee.
- G) "Commission" means the State Electricity Regulatory Commission constituted as per the guidelines of the Orissa State Electricity Reforms Act, 1999.
- H) "Computer centre" means the section operated by "wesco" Ltd., at ... [place]... for generating bills and maintaining consumer database.
- I) "Consumer" means any person who is ultimately supplied with electricity including those connected after this Agreement comes into force and located within Area of supply.
- J) "Distribution System" means the system of wires and associated facilities between the delivery points on the transmission lines or the generating station connection and the point of connection to the installation of the consumers owned and operated by WESCO, for use in connection with the distribution of electrical energy in the Licensed Area including the complete distribution network including the equipment, Cables, Poles, Plant, etc. within the Area of Supply.
- K) "Effective Date" shall mean the date to be mutually agreed in writing after the franchisee complies pre operative requirements under the

### **INPUT BASED FRANCHISEE IN WESCO AREA**

agreement i.e. provisions under clause 28. This effective date shall be as notified by WESCO after the date of signing of the agreement.

- L) "Emergency" means the circumstances requiring immediate action to be taken to protect the health and/or safety of persons and/or to prevent damage to property and/or to preserve or protect the Distribution System and/or the transmission system, as the case may be.
- M) "Equipment " means all assets, apparatus equipment, cables, system etc. including meters at Consumer end as provided and/or owned, operated and maintained by Discom and used for off-take of electric supply by Franchisee at the Point of Supply and for onward transportation and supply to the Consumers
- N) "Force Majeure" has the meaning given to it in clause 19 of this Agreement.
- O) "Input Energy" shall refer to the energy input in the Specified Area of the Franchisee accounted at the Input Point through an interface meter.
- P) "Input Point" means the interconnection point between the electrical systems of the Licensee and the Franchisee.
- Q) For the purpose of this Agreement, Interface Meter would be used for accounting at the point of interconnection between the electrical systems of the Licensee and Franchisee.
- R) "Point of Supply" means the point of interconnection(s) between Discom and the Franchisee at which electrical energy would be supplied by WESCO in terms of this Agreement.
- S) "Power Supply Requirements" means, in respect of any specified period, the projected demand of the Franchisee in terms of **Schedule A.**
- T) "Regulations" means the subordinate or delegated legislation, rules, regulations, orders, codes and/or instructions, notifications or other similar directives issued or amended by any competent regulatory, legislative, administrative, judicial or executive authority including the Commission, governing and/or regulating the supply of electricity in line with Applicable Law including but not limited to grid code and supply Code.
- U) "Supply Shortage" means any circumstance whatsoever by reason of which Discom supplies of available electrical energy are at any time insufficient in terms of quantum and/or parameters, to enable it to meet Franchisee actual demand for electricity, subject to the ceiling of the sanctioned load as indicated in **Schedule A.**
- V) "Termination Notice" means the communication issued in accordance with this Agreement by any one party to the other party for terminating this Agreement.

1.2. In this agreement, unless the context otherwise requires;

- A) Any reference to the Applicable laws shall include any

**INPUT BASED FRANCHISEE IN WESCO AREA**

amendments, modification and/ or re-enactment of the same.

- B) References to Clauses and Schedule shall be to clauses of and schedules to this Agreement.
- C) Words importing the singular shall include the plural and vice versa
- D) Index and headings in the Agreement are for purposes of reference only and shall not affect the interpretation of this Agreement.
- E) Any word or expression used shall, unless otherwise defined in this Agreement, bear the meaning ascribed to it under the Reform Act. Should a term not be defined either in this Agreement or the Reform Act, it shall bear the meaning ascribed to it under the Applicable Laws.
- F) Any schedule to this Agreement shall take effect as if set out in this Agreement and references to this Agreement shall include its schedules;
- G) Any reference at any time to any agreement, deed, instrument, license or document of any description, shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- H) Reference to Articles, Sub-articles, Clauses or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to articles, sub-articles, clauses and schedules of or to this Agreement;
- I) Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till or until" a specified day or date shall include both such days or dates.

## **2. OBJECTIVES OF THE AGREEMENT**

The main objectives of this Agreement are the following:

- A) To minimise aggregate T&D and commercial loss
- B) To minimise billing errors
- C) To bring improvement in metering, billing and revenue collection
- D) To enhance customer satisfaction by improving quality and reliability of service

## **3. ROLES, RIGHTS AND RESPONSIBILITIES OF WESCO**

The obligations and rights of WESCO are summarized as below:

- 3.1 WESCO shall maintain the following activities (material shall be provided by the utility for maintenance):

### **INPUT BASED FRANCHISEE IN WESCO AREA**

- Monthly/Annual maintenance of all lines and sub-stations
  - Replacement of conductors or cables
  - Replacement of defective transformers
  - Replacement of defective pole and cross-arms, etc.
- 3.2 WESCO shall be responsible for augmentation of existing network including installation of new transformers and strengthening of conductor, wherever required.
- 3.3 WESCO shall provide meters for giving new connections, replacement of defective meters and addition of load to the Franchisee free of cost. All such installations/replacement shall be carried out by Franchisee at its own cost as per the Standards / Specifications of WESCO Cost of Meter can be charged in the bill of consumer, in case the meter is damaged for reasons attributable to Consumer and in such a case, the cost of meter as recovered from the consumer through consumer bill shall be passed on to WESCO
- 3.4 WESCO will provide a list of all Consumers with Connection Nos., Name and Addresses to the Franchisee who is receiving supply of power from WESCO through authorized connection at the commencement of this Agreement.
- 3.5 The consumer's bills shall be prepared by WESCO with the help of information provided by the Franchisee at the required interval of time.
- 3.6 WESCO employees working in the specified area for performing the activities covered under the scope of work of franchisee shall be withdrawn within a period of 2 months from the date of agreement.
- 3.7 WESCO will apprise and approve the quality and competence of Franchisee's personnel engaged for carrying out the maintenance, operation and commercial activities in the Franchisee area.
- 3.8 WESCO shall ensure guaranteed duration of supply as per the existing schedule based on an average of past 12 month with a variation of not more than +/-5%. In case of any unprecedented shortage of power from the Grid, WESCO shall ensure proportionate hours of supply as is being given to other areas of WESCO. As far as possible, the Franchisee shall be notified in advance of such an eventuality.
- 3.9 WESCO shall notify all the residents in the Area of Supply about the rights and obligations of the Franchisee to act on behalf of WESCO and the rights and obligations of Consumers of the area.
- 3.10 WESCO shall appoint a Nodal Officer from WESCO's side for the smooth performance and day to day monitoring of the Franchisee under the Agreement.

**INPUT BASED FRANCHISEE IN WESCO AREA**

#### **4. PREPARATION OF DATA REGISTER**

- 4.1 Within one month of the Agreement, WESCO and Franchisee will jointly survey and prepare a complete inventory of 11KV feeders and associated equipments as per formats to be given latter in the Franchisee area.
- 4.2 Franchisee will be responsible, as a custodian and caretaker of the WESCO assets in the Franchisee Area, for the security of the said WESCO assets against damage, theft, vandalism, etc due to neglect or other avoidable reasons and will immediately bring into WESCO's notice any instance of such loss or damage. WESCO shall reserve right to make claim against Franchisee for any loss or damage to WESCO's said assets for willful neglect attributable to Franchisee.
- 4.3 Franchisee will completely assist WESCO in lodging any insurance claims etc. for recovery of the said assets in the event of such claims made by WESCO

#### **5. SCOPE OF WORK**

- 5.1 The scope of work of the Franchisee is limited to revenue management, reduction of AT&C losses, improvement in collection, Consumer Service functions. It does not include Operation and Minor Maintenance of the Distribution System like replacement of damaged poles, transformers, etc. (materials shall be provided by the WESCO for maintenances).
- 5.2 The above scope is applicable to all consumers under Domestic, Commercial, Agriculture and Industries categories in the Specified Area. All the Government connections whose payments are settled separately and Large & Heavy industries shall not be covered under the scope of work of this agreement and therefore in calculating Energy losses, AT&C losses & Revenue Realization.
- 5.3 The Franchisee shall be responsible for the following activities:
  - Joint Meter Reading at input points
  - Meter reading of consumers
  - Preparation of Consumer Bills through WESCO Billing system
  - Bill Distribution
  - Revenue Collection
  - Release of New Connection, Enhancement of Load, monthly submission of data to WESCO for legalization along with proper & complete address of consumers
  - Disconnection and Reconnection
  - Installation and Replacement of Consumer Meters
  - Energy Accounting at 33/11 kV and DT level subject to installation of meters on Distribution transfers by WESCO

#### **INPUT BASED FRANCHISEE IN WESCO AREA**

- Recovery of Arrears including past arrears of WESCO before the date of Agreement
- Complaint Handling

5.4 The Franchisee shall also be responsible for reducing the AT&C Losses **by at least 3 % in the first year, 4 % in the second year, 3 % in the third year and 3 % 4 & 5 year.** For this purpose, the base year AT&C Losses shall be taken as the opening level of AT&C Losses. Any collection of the past arrears shall not be taken into account for the purpose of calculating the collection efficiency and the AT&C Losses. Based upon the progress achieved, the parties will mutually discuss and review from time to time the loss reduction trajectory agreed at the time of agreement.

## **6. RELEASE OF NEW CONNECTIONS, LOAD ENHANCEMENT AND CONNECTION RELATED ACTIVITIES**

- 6.1 The Franchisee shall month wise update and keep WESCO informed on an ongoing basis in writing, of the increase or decrease in the list of inhabited premises, which are drawing energy from the Distribution system within the Area of Supply. The Franchisee shall use its best efforts in inducing each inhabitant, who is not a consumer and is drawing energy from the system failing which action under clause 7 shall be taken.
- 6.2 The Franchisee shall provide WESCO such assistance as is required to provide new connections to Consumers. In addition Franchisee shall assist new inhabitants in its Area of supply in obtaining new connection from WESCO
- 6.3 The services relating to release of new connections, Load enhancement, disconnection and reconnection shall be provided by the Franchisee through its employees. It shall be the duty of Franchisee to ensure that new connections falling under various categories be provided to the consumers following the existing rules and guidelines. Service Line Charges, Development Charges, if any, Security and any other charges and/or fees set by the Regulatory Commission, shall be applicable for the Consumers. The cost and deposits for new connections shall be deposited to the representative of the WESCO. All material required for the purpose shall be given by WESCO to the franchisee. Requisite approvals from WESCO, as required for giving new connections, will be a part of the scope of work of Franchisee.
- 6.4 The Franchisee shall ensure that correct information of the consumers is provided for the billing purpose. The Franchisee shall maintain a record of the metering and relevant commercial information and regularly update the same. Franchisee shall provide the details of readings to the WESCO for generation of bills.

### **INPUT BASED FRANCHISEE IN WESCO AREA**

## **7. ENFORCEMENT ACTIVITIES**

- 7.1 It will be the franchisee's responsibility to ensure that residents, who are not receiving Electricity Supply as WESCO Consumers, are constantly prevented from unauthorized abstraction of Energy from the Distribution System. Any resident involved in unauthorized abstraction of Energy from the system shall be promptly checked by Franchisee, served notice and proceeded against as per Applicable Law and as per Electricity Supply Code, 2005 (Third Amendment) issued by OERC. After receiving intimation of unauthorized abstraction/theft of energy from franchisee, FIR shall be lodged .
- 7.2 Franchisee shall carry out enforcement activities in the area of operations subject to all anti theft or loss prevention rules/policies/regulation of the WESCO.

## **8. CONSUMER COMPLAINTS**

- 8.1. Franchisee shall be responsible for handling and attending all the Consumer's Commercial complaints in its Area of Supply. The Franchisee shall also assist WESCO, as and when required by WESCO, in providing the Consumer services.
- 8.2 Franchisee shall be responsible for handling and attending all the Consumer's complaints in the specified Area as detailed in the Schedule A. Any material required for attending such complaints' shall be provided by WESCO.

## **9. ENGAGEMENT OF EMPLOYEES**

- 9.1 Franchisee shall only employ technicians (I.T.I. diploma holders) competent skilled workers after proper verification for the scope of work. Franchisee shall appoint minimum of one technician and one skilled worker per 11 kV feeder. The Franchisee shall provide the complete list of employees that he intends to employ to the Nodal Officer of WESCO, for their approval. If any employee of the Franchisee engaged in discharging any obligations under this Agreement is, in the opinion of the Nodal Officer of WESCO, guilty of any misconduct, incompetence or negligence, the Franchisee shall, if so directed by Nodal Officer of WESCO, immediately remove such employee and replace him by a qualified and competent substitute. Franchisee shall provide identity cards to its employees which shall be obtained back from him at the time of termination of his service along with notification in the local newspaper. Further, WESCO will not have any obligations towards any of the Franchisee's employees.
- 9.2 The Franchisee shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workman's Compensation Act, Factories Act, 1948, the

### **INPUT BASED FRANCHISEE IN WESCO AREA**

Contract Labour (Regulation and Abolition) Act 1970, and any other relevant regulations as the case may be. Franchisee shall also be solely responsible for the payment of all benefits such as Provident Fund, Bonus, Retrenchment Compensation, Leave etc. applicable as per various statutory rules and regulations , as well as any damage/loss to consumers' and shall keep WESCO indemnified in this regard against any claim. WESCO shall be entitled to deduct from any money due to or to become due to Franchisee, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto. The Franchisee shall abide by the decision of WESCO to the sum payable by Franchisee under the provisions of this clause.

## **10. RESPONSIBILITY AGAINST ACCIDENTS**

Accidents arising as a result of the activities under clause 5 falling under his scope of work, shall be the responsibility of the Franchisee.

## **11. CONDITIONS OF SUPPLY OF ELECTRICITY**

Subject to the Applicable Laws and the Franchisee complying with the terms and conditions contained in this Agreement, Discom shall provide electricity to the Franchisee at the Point of Supply for further handling by the Franchisee, in accordance with the terms set out hereunder.

- (a) WESCO shall supply and Franchisee shall take from WESCO all the energy required, subject to the conditions specified in clause 5
- (b) The Franchisee shall take supply from WESCO at the Point of Supply, on 11 KV systems with metering on incoming feeder
- (c) The Franchisee shall ensure that the energisation of installations comply with the proper safety measures, including those imposed by the Applicable Laws.
- (d) WESCO shall have a right to –
  - i. Place required apparatus, overhead and underground feeders (other than those required to control the supply to the Franchisee) in the area allocated to / property of the Franchisee for achieving the said purpose.
  - ii. Carry out inspections as and when required in the area of supply with out informing the Franchisee.
  - iii. Have the access to the records of the Franchisee area of supply.
- (e) Both the Parties acknowledge and accept that:
  - i. WESCO effects supply of electricity procured from persons authorized to supply, to the Franchisee in the Area of Supply, in accordance with the Applicable Laws and/or directions from time to time of the Commission.
  - ii The Supply of Electricity by Discom is dependent on the availability of the electricity from the person authorized to supply the electricity.

### **INPUT BASED FRANCHISEE IN WESCO AREA**

- iii WESCO's ability to supply electricity is dependent on the frequency, voltage and other technical parameters prevailing in the Regional Grid System.
- iv Subject to the above, WESCO shall supply the electricity to the extent of the requirements and approved load of the Franchisee from time to time.
- v. Acknowledging the circumstances in clause 13 the Parties specifically agree that in case at any time a Supply Shortage occurs, the WESCO shall not be liable to compensate the Franchisee in any form for any such Supply Shortage for any reason whatsoever.

## **12. METERING**

- 12.1 WESCO will install Interface Meters at Input Point of Supply at 11 KV line and any other Inputs Points (if any).
- 12.2 WESCO shall be responsible to provide meters at DT level for proper energy accounting by the Franchisee.
- 12.3 For installation of Meters, Meter testing, Meter calibration and Meter reading, WESCO and the Franchisee shall follow the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006,
- 12.4 The Franchisee shall be responsible for ensuring the integrity and security of the 33KV, 11 KV and DT Meters installed at the Point of Supply or in the Franchisee Area.
- 12.5 WESCO shall also ensure proper working of the meters at 33KV, 11KV and DT Meters at all times, however the Franchisee shall intimate WESCO in case the meter get damaged/defective within 24 hours of getting defective in case of 33 KV and 11 KV meters and immediately upon coming to notice of franchisee in case of Distribution Transformer Meters.
- 12.6 WESCO shall nominate an official for taking joint reading of the HT meter at 33/11 kV Point of Supply for the purpose of raising monthly reading on the franchisee. Such joint readings shall be taken on the last day of every month at 8 AM through Meter Reading Instruments (MRI based) by the Franchisee and WESCO Representative jointly. Such readings through MRIs shall be taken on weekly basis but for billing purposes, monthly readings shall be considered. The difference in the two successive meter readings shall form the basis of determining the energy supplied to the Franchisee in the respective period.

### **13. SUPPLY OF ELECTRICITY AND PAYMENT**

- 13.1 Franchisee shall receive electrical energy up to a load specified in Schedule A to the bid document at the Point of Supply from WESCO for onward supply to Consumers in the Area of Supply. The above load is calculated based on the Load Norms and the number of Consumers connected. In the event that the Franchisee intends to supply beyond the above - mentioned load, the Franchisee shall obtain a specific written approval from the Nodal Officer of WESCO.
- 13.2 WESCO shall raise a Monthly report on the first day of succeeding month Franchisee for drawl of energy as per the meter reading of the HT meter, at the Point of Supply. Such Monthly report shall be prepared by WESCO, in accordance with this Agreement and the Applicable Laws. It is understood and accepted by both the parties that the input energy billed to the Franchisee shall exclude the energy consumed by Large & Heavy Industries and Govt. connections and the deduction shall be made on the basis of units shown as consumed in the billing register of such consumers. Further, in case any assessment of units in respect of Large & Heavy consumers takes place, the input energy of the franchisee shall be adjusted accordingly.
- 13.3 The Input Energy rate at which the Franchisee will make payment to WESCO is .....**(completive price)** paisa per unit (kwh) during the operation of the Agreement, if there is any increase in consumer tariffs through the Commissions order, the Input Rate will be increased in the same proportionate by WESCO (the percentage increase in the combined average cost of supply of the categories of the Franchisee excluding Govt and Industries, shall form the increase proportion for the Input rate).
- 13.4 The Franchisee shall pay all Monthly Invoices within 72 hours of receipt of invoice by WESCO by the due date mentioned in such Invoice after adjusting the direct payments made by Consumers at the WESCO during the applicable Billing Period, else WESCO shall have the right to adjust the same against the Performance Security, referred to in this Agreement, paid by the Franchisee, without prejudice to any other right of WESCO.
- 13.5 In case of first Bill raised by the WESCO at the end of first month of the contract, the franchisee shall be issued receipt books for collecting bills at the time of payment of WESCO's energy bill at Input Rate by the Franchisee.
- 13.6 There shall be a monthly statement prepared by Franchisee which should be furnished to Executive Engineer.....[area]..... of WESCO every month. Any discrepancy in the statement shall be informed within 2 weeks by the WESCO, failing to rectify which within one week thereafter, the statement shall be considered final and no claim of Franchisee shall be entertained on the same.

#### **INPUT BASED FRANCHISEE IN WESCO AREA**

- 13.7 WESCO will issue receipt book to the Franchisee with three copies. One copy will be given to the consumer and one to the Utility along with the Revenue Realization statement. Same will be returned to WESCO every month.

#### **14. COLLECTION OF PAST ARREARS AND ELECTRICITY DUTY**

- 14.1 The Franchisee shall also make efforts towards collecting past arrears and the amount collected against arrears occurring after the date of Agreement shall be to the credit of the Franchisee and all arrears pertaining to the period prior to the date of Agreement shall be passed on by the Franchisee to the Licensee within a period of 3 days of such realisation. In consideration of collecting licensees past arrears the Franchisee shall be given and **incentive of 10%** of the amount so realised. However, it is clarified that recoveries effected through land revenue arrears or revenue realised through Honourable Courts in respect of arrears pertaining to the period before the date of agreement shall be to the credit of the WESCO and no incentive shall be given to the Franchisee.
- 14.2 The franchisee shall issue receipt for the current bill and arrears to the consumers separately on the pre-printed stationery to be provided by Executive Engineer, .....[area].....
- 14.3 All the amount of electricity duty and Govt. dues collected by a franchisee from a connected or disconnected consumer shall be passed on to WESCO on collection basis.

#### **15. SECURITY**

- 15.1 The Franchisee shall deposit security in the form of an unconditional and irrevocable Bank guarantee from a Nationalized Bank for an amount equal to one and a half month revenue realisation based on an average over a period of preceding 12 month within 15 days of this Agreement.
- 15.2 The Franchisee shall maintain the said Security on a month to month basis as a rolling security based on the average realisation of the immediately preceding 12 months.
- 15.3 This amount of security shall never be less than 1.5 times the amount of average energy supplied to the Franchisee in the preceding 3 months at the Input Rate.
- 15.4 If required, the additional amount will be deposited by the Franchisee within 7 days of succeeding month. Upon failure of Franchisee to faithfully execute the Agreement, the security amount shall be forfeitable by WESCO at its sole discretion.

## **16. CO-ORDINATION ON OPERATIONAL ISSUES**

- 16.1 The Parties shall co-ordinate with each other on a regular basis in order to resolve all operational issues including, inter-alia:-
- a. Issues relating to meter reading, billing, bill distribution, collection of bills including recovery against current bills and arrears, payment by the consumer in installment, new connection, reconnection, disconnection, enhancement/reduction in load, providing materials/stationery, meter replacement, enforcement activities, permanent disconnection and recovery through district administration, reconciliation of accounts, payments due to either party, complaints handling by the franchisee, etc and any other similar issues arising out of this Agreement .
  - b. Interconnection, metering, accounting, test checking and making available of data and evidence relating to metering at each of the points of Supply.
  - c. Power Supply Requirements of the Franchisee in terms of this Agreement at the Point of Supply.
  - d. Timely calibration and updating the equipments and capacities installed in the Franchisee system at the point of supply including test and protective gears as and when required.

## **17. CONTRACT PERIOD**

- 17.1 Franchisee would be appointed for a period of 5 years from the date of execution of the Agreement which will be reviewed after completion of every year and based on the review the Input rate will be revised after the completion of First 2 years of the contract period on mutually agreeable terms and conditions.
- 17.2 Either Party to Franchisee Agreement shall be entitled to terminate this Agreement any time before the expiration of the Agreement Period on the occurrence of an Event of Default or mutual consent in accordance with Clause 18.
- 17.3 WESCO will have the sole discretion to extend the Term of Agreement for a period of one year at a time after the completion of 5 years, after taking into account inter alia the performance of the Franchisee in complying with its obligations under the agreement. At least three calendar months prior to the completion of every year, WESCO shall notify the Franchisee that it wishes to extend the Term of Agreement. Upon the receipt of such notice, the Parties shall discuss and mutually agree in writing, the terms and conditions on which the Agreement may be extended, including Input rate payable by the Franchisee.
- 17.4 At the end of first six months of the Agreement, the actual performance parameters viz T&D Losses, Collection Efficiency, Revenue Assessment and Revenue Realization shall be ascertained by WESCO

### **INPUT BASED FRANCHISEE IN WESCO AREA**

and the Franchisee jointly. Thereafter, the Input Rate shall be decided keeping in view the following parameters:

(i) Increase in collection efficiency

(ii) Reduction in T&D losses &

(iii) Proportionate increase in consumer tariff, if any, by the WESCO

The rate so arrived shall be applicable with effect from the 3 year of the contract and shall be similarly reviewed at the end of 12 months of the contract period and applicable with effect from the first day of the <sup>rd</sup> contract period of the immediately succeeding year (i.e. starting from 3<sup>rd</sup> year).

- 17.5 After the expiry of Agreement, the Franchisee will have no right to operate in the franchisee area and will have no rights on any arrears whatsoever.

## **18. TERMINATION OF CONTRACT**

- 18.1 WESCO shall have the right but not the obligation, to terminate this Agreement Immediately if ordered by Commission or as directed by any other statutory body etc. or by serving a written notice of termination of 15 days by the Nodal Officer on the Franchisee in any of the following events:

- i) The Franchisee fails to maintain the Standards of Performance as per the Agreement to be signed between WESCO and the Franchisee.
- ii) The Franchisee fails to pay the full amount of any monthly invoice on the date on which the same shall have become payable provided that WESCO right to terminate the Agreement in terms of this clause shall be without prejudice to its other rights.
- iii) The Franchisee adopts unlawful/ illegal practices either with the Consumer or with WESCO such as indulging in misuse/ theft of electricity or in providing the commercial as well as technical information of the of operation to WESCO. WESCO shall also treat it as default and will be entitled to claim compensation as deemed fit, in addition to termination of the agreement.
- iv) There is request from the Franchisee for the termination of the Agreement with a written notice of minimum 90 days.

- 18.2 In case of the termination of the Agreement, and subject to any Regulations and orders passed by the State Electricity Regulatory Commission:

- a) WESCO shall prepare and deliver to the Franchisee a final invoice setting out the amounts outstanding from the Franchisee to WESCO for The costs incurred by WESCO in connection with the termination of the Agreement. Electrical energy supplied but in respect of which no invoice shall have been prepared at the date of termination. If the Franchisee disputes the reasonability of the cost, the same shall be resolved in accordance with Clause 21 of this document.
- b) The Franchisee shall pay to WESCO, within 15 days upon service of such final invoice, without deduction; set-off or withholding on any account whatsoever, the amount of such invoice.

## 19. FORCE MAJEURE

- 19.1 "Force Majeure" means any event or circumstance or combination of events or circumstances which is beyond the control of a party and results in or causes the failure of that party (the "non-performing party") to perform any of its obligations under this Agreement, and includes:
- a. revolution, riot or insurrection or civil commotion;
  - b. act of war, invasion, armed conflict or blockade;
  - c. terrorism, sabotage, fire, explosion or criminal damage;
  - d. act of God, including lightning, cyclone, typhoon, flood, tidal wave, earthquake, landslide, epidemic or similar cataclysmic event;
  - e. Any other event or circumstance, which could not have been prevented by the exercise by the non-performing Party of reasonable skill and diligence or otherwise by the observance by the non-performing Party of prudent utility practices.
- 19.2 A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:
- a. Change in law;
  - b. compulsory acquisition of the Distribution Assets or rights of the parties therein;
- 19.3 The obligations contained under the Agreement shall be suspended to the extent that action is taken in good faith to protect the health and safety of consumer/persons or to prevent damage to property in a Force Majeure Event provided that all reasonable care shall be taken in the course of such action.
- 19.4 Force Majeure shall not in any case give a right to the Franchisee to hold the payments to WESCO of the actually utilized Energy or the outstanding payment. However, the Franchisee shall be liable for any claim, for any damage arising out of failure to carry out the terms of the Agreement due to the Force Majeure Events.

## 20. REPRESENTATIONS & WARRANTIES

- 20.1 The Parties hereby represent and warrant to each other that:
- a. This Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
  - b. They are duly established, registered 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.
  - c. The execution, delivery, and performance of this Agreement have been duly authorized by all requisite actions and will not constitute a violation of
    - 1) 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

### **INPUT BASED FRANCHISEE IN WESCO AREA**

- 2) 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.
  - d. 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.
  - e. No representation or warranty made herein contains any untrue statement.
- 20.2 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.

## **21. DISPUTE RESOLUTION**

In case of any dispute arising out of the Agreement between the Licensee and the Franchisee, the matter will be referred to an Independent Arbitrator to be appointed by the CEO, WESCO.

## **22. MISCELLANEOUS**

- 22.1 The Franchisee shall perform his duties and obligations delineated in the instant Agreement in a legal and an authorized manner. Franchisee shall not indulge in any unauthorized and illegal activities, in the performance of his duties under the Agreement. WESCO will not be responsible for any case of underperformance and deficiency in providing the services as agreed upon by the Franchisee and all kind of litigations arising out of it.
- 22.2 The Franchisee shall adhere to the Electricity Act, 2003, Electricity Supply Code, 2005 (Third Amendment), rules and regulations notified there under, all policies and guidelines issued by the Govt. of State or the Govt. of India including the relevant formats prescribed under the RGGVY guidelines.
- 22.3 The Franchisee shall, as far as possible, adhere to the institutional set up that will be in place for monitoring of the work being done by the Franchisee.
- 22.4 The Franchisee shall act as an agent of the WESCO and in no case shall be treated as a Licensee under Section 14 of the Electricity Act 2003.
- 22.5 The Franchisee will be the exclusive agent of the WESCO in the Franchisee Area (to be defined electrically and geographically in the Agreement). The Franchisee can appoint the sub-contractor (s) for outsourcing some of the activities forming its scope of work with a prior written intimation to WESCO but cannot assign its rights and obligations under this agreement to its affiliate or any third party.

### **INPUT BASED FRANCHISEE IN WESCO AREA**

- 22.6 Franchisee shall be responsible for payment of all taxes, duties, and statutory /local levies arising as a result of commercial transaction under this contract, such as, service tax, sales tax etc. WESCO shall not be responsible for any tax related liability.
- 22.7 WESCO shall refrain from unreasonably interfering with the Franchisee in exercising of its rights or the performance of or compliance with its obligations under this Agreement.
- 22.8 WESCO shall make all reasonable efforts to ensure that its staff assigned to the distribution circle area does not impede the Franchisee from exercising its rights or performing its obligations under this Agreement.
- 22.9 The Franchisee may consider the use of innovative systems and solutions for loss reduction, theft prevention, credit enhancement, etc under intimation to WESCO. If such a system is being implemented then the Franchisee will submit such plans, processes and procedures to WESCO. WESCO can intervene to modify new procedures only when the new procedures lead to violation of certain regulatory or licensee conditions.
- 22.10 WESCO shall facilitate the authorization of the Franchisee Section 135 of Electricity Act 2003 for taking necessary action to prevent the theft & pilferage of electricity in Franchisee Area.
- 22.11 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 to remain in full force and effect.
- 22.12 This Agreement along with the Schedules and the Conditions of Supply notified from time to time constitutes the entire understanding and Agreement arrived at between the Parties.
- 22.13 Any amendments to this Agreement shall be executed in writing and signed by both Parties.

### **23. ASSIGNMENT**

The WESCO shall at all times have the right to assign the rights, benefits and obligations under this Agreement to any of its successor's entity or entities or to any other entity or entities as per applicable law and Regulations.

## **24. GOVERNING LAW**

This Agreement shall be governed by the laws of India .This Agreement shall, at all times, be implemented consistent with the Applicable Law and Regulations) In the event of a Change in Applicable Laws, the following consequences shall follow:

- In case the Change in law results in a material impediment in implementation of this Agreement, the adversely affected Party shall send a notice in writing to the other Party identifying such material change.
- Upon receipt of notice, the Parties shall meet within 10 business days and make an Endeavour to arrive at a suitable amendment to this Agreement to mitigate the material change on mutually acceptable terms and conditions.

## **25. REPORTING AND RIGHT TO USE**

- 25.1 Franchisee would be required to submit to the WESCO information in the formats as specified by WESCO and in line with the reporting requirements prescribed by OERC from time to time.
- 25.2 Franchisee will also allow audits of the systems operated within the scope of the Franchisee Area viz. billing system and database etc.
- 25.3 Franchisee will also undertake deployment of any standard systems and policies that are mandated by the OERC etc
- 25.4 All correspondence, records, reports, presentations and other forms of information developed by the DF under this Agreement, whether electronic or physical, shall become the property of WESCO. WESCO reserves, without limitation, the right to use procedures, forms and productivity enhancement methods developed under this Agreement elsewhere.

## **26. 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. Notices shall be addressed as follows:

If to WESCO -----  
-----  
If to Franchisee: -----  
-----

**27. INDEMNITY**

- 27.1 The Franchisee shall indemnify, defend, save and hold harmless WESCO against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense suffered by WESCO on account of the negligence, act or omission inaction by the Franchisee under this Agreement.
  
- 27.2 The Franchisee shall also be responsible and liable to WESCO for any loss or damage caused to WESCO for any negligence or inaction, damage to the property of WESCO caused by the Franchisee or its employees
  
- 27.3 The Franchisee shall make to its employees, if any, payment of compensation on account of injury, fatal or otherwise due to accident during service. It shall indemnify WESCO against any claim on this account.

**28. SAVING**

In case of termination of the Agreement, WESCO shall be entitled to supply the electricity to the consumers' of the Area of supply from the point of supply using the distribution system without any compensation to the Franchisee of any kind except as provided for in Clause 13.

In witness whereof all parties hereto have executed or caused to be executed these presents the day and year first above written.

Signed, sealed and delivered by-

Signed, sealed and delivered by-

\_\_\_\_\_

\_\_\_\_\_

Name and Designation  
For and on behalf of Franchisee

Name and Designation  
For and on behalf of WESCO

Witnesses:

Witnesses:

1. Signature \_\_\_\_\_

1. Signature \_\_\_\_\_

Name  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name  
Address: \_\_\_\_\_  
\_\_\_\_\_

2. Signature \_\_\_\_\_

2. Signature \_\_\_\_\_

Name  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name  
Address: \_\_\_\_\_  
\_\_\_\_\_

Photograph and identity proof of the signatory of franchisee

## SCHEDULE A

### **AREA OF SUPPLY ALLOCATED TO FRANCHISEE WITH CONNECTION & SUPPLY DETAILS**

1. Name of 33/11KV Sub-station ---
2. 33/11KV Power Transformer Capacity ---
3. No of 11KV Feeders in the 33/11KV sub-station ---
4. Name of 11KV Feeders ---
5. Name of Subdivision ---
6. Name Section ---
7. Name of Division ---
8. Name of Area with connected villages ---
9. Category wise Details of Existing Consumers ---

## **TENDER FOR FRANCHISEE OPERATION IN WESCO AREA**

- |    |                             |  |
|----|-----------------------------|--|
| 1. | Cost o Tender Documents     | Rs.500/- For each 33/11KV sub-Station or corresponding 11KV feeders from the same sub-station.   |
| 2. | EMD to be deposited         | Rs.5000/- in shape of Bank Draft only<br>For each 33/11KV sub-station or corresponding 11KV feeders from the same sub-station.   |
| 3. | Sale of Tender Documents    | from 28.3.08 (10 AM)<br>Directly from Corporate Office on payment by cash or draft<br>or<br>Download from <a href="http://www.wescoorissa.com">www.wescoorissa.com</a> with DD to be submitted with tender for Rs.500/- for each 33/11KV sub-station |
| 4. | Last date of Bid submission | 22.4.08 ( 1.00 PM )  |
| 5. | Pre bid conference          | 19.4.08 from 11.30 AM to 1.30 PM   |
| 6. | Opening of Tenders          | 22.4.2008 ( 4.00 PM )  |
| 7. | Performance Deposit         | For selected Bidder  |
| 8. | Security                    | For selected Bidder  |

Selected Bidder has to submit unconditional and irrevocable Bank Guarantee from a Nationalized Bank for an amount equal to 25% of monthly revenue within 15 days of Agreement.

### **NOTE :**

1. The revenue so collected by the franchisee must be deposited with WESCO within maximum 5 days of the collection
2. The authority reserves the right to modify or add the tender clauses / document at any time without any reason there of.
3. **The data related to 33/11KV sub-station along with associated 11KV feeders for ascertaining the base level for energy input and revenue collection etc. is available with the office of the undersigned along with the Tender Documents.**

## **INPUT BASED FRANCHISEE IN WESCO AREA**