

BEST Undertaking's Distribution Franchisee Agreement

FRANCHISEE AGREEMENT

BETWEEN

The Brihan Mumbai Electric Supply and Transport Undertaking

And

(Name of the Proposed Franchisee)

ARTICLES OF AGREEMENT made on the day _____ day of _____ Two Thousand and _____ Between The General Manager, The Brihan Mumbai Electric Supply and Transport Undertaking (hereinafter called “the BEST Undertaking”) having its Registered Office at BEST Bhavan, BEST Marg, Mumbai – 400 001 for and on behalf of the Municipal Corporation of Greater Mumbai for the purpose of the BEST Undertaking (hereinafter unless otherwise designated called “The BEST Undertaking” which expression shall mean and include the BEST, General Manager or his successor or successors for the time being holding the post of the General Manager or the Acting General Manager of the BEST Undertaking), of the one part.

AND (M/S.Name of the Distribution Franchisee), having its Registered Office at _____ (hereinafter referred to as “the Distribution franchisee” as per definition in Electricity Act, 2003) which expression shall unless excluded by or repugnant to the context be deemed to include (Name-The Distribution franchisee) and its successors and permitted assigns of the other part.

WHEREAS under and by the virtue of a License granted under the Electricity Act, 2003 by the Maharashtra Electricity Regulatory Commission (MERC) the BEST Undertaking is “licensee” to distribute electrical energy to the consumers within the licensee area of Mumbai city.

AND WHEREAS the Distribution Franchisee is existing HT Consumer with sanctioned load of _____ kW (has applied to the BEST Undertaking for a supply of electrical energy for purpose) a the Franchisee’s premise sat _____ .The load details as specified in **Annexure I**

AND WHEREAS, the Distribution Franchisee have already obtained (requires) a single point H.V. supply of electricity from the BEST Undertaking, for the purpose of downstream consumption by separately identifiable entities, and for that purpose, desires to operate as a Distribution franchisee of the BEST Undertaking inaccordancewith7thproviso to Section14 read with Section 2(27) of the Electricity Act, 2003, accepting all liabilities and performing all obligations of the Distribution Licensee, The BEST Undertaking, in compliance with all the applicable Laws, Regulations and Directives of MERC and the BEST Undertaking as issued from time to time. For the purpose of this Agreement, the Distribution Franchisee has provided to the BEST Undertaking a listof all the separately identified downstream entities to whom the Distribution Franchisee proposes to supply electricity containing details of the purposes, load and tariff classification(in accordance with the relevant MERC tariff order

applicable to the BEST Undertaking) of each downstream entity. The list is part of this agreement as **Annexure II**. It shall be the responsibility of the Distribution franchisee to enter into separate electricity supply agreements with the downstream entities, the terms of which shall not contravene any of the provisions of this Agreement and the BEST Undertaking has agreed to supply such energy to the Distribution franchisee for the period and upon the terms and subject to the conditions and stipulations hereinafter contained. Now it is hereby agreed and declared as follows:-

1) Location, Sanctioned Load and Contract Demand:

The BEST Undertaking, subject to the rules and regulations framed by the MERC or any other law for the time being in force, to the extent thereof, shall furnish to the Distribution Franchisee and the Distribution Franchisee shall take all the electrical supply required by the Distribution Franchisee from the BEST Undertaking, for the period and upon the terms for the purpose hereinabove recited at the Distribution Franchisee's premises located at _____ upto a quantum of _____ kilovoltamperes (kVA) Maximum Demand (hereinafter called the "Contract Demand") corresponding to the Sanctioned Load of _____ kilowatt (kW) and subject to the provisions hereof. It is herein clarified that the Sanctioned Load and Contract Demand include all aspects of the Distribution Franchisee's power requirement including the electrical energy meant for supply to separately identifiable downstream entities.

Franchise Area - The Franchise Area shall be the Sq.mtrs., as specified in **Annexure III**.

As per **Annexure III**, the Distribution franchisee shall submit detailed plan in scale 1:500 of the said area and the Undertaking letter to BEST Undertaking, agreeing for not supplying electricity beyond specified area shown in the plan.

2. Period of Supply:

- i) The minimum period for supply of electrical energy shall not be less than **FIVE** years commencing from the date of supply/date of signing the agreement or not more than validity of the license period of Distribution Licensee. This is however subject to the right of the BEST Undertaking and the Distribution franchisee to terminate this Agreement as provided herein.

ii) Not to use the power in manner prejudicial to the BEST Undertaking:

The electrical energy supplied under this Agreement shall not be utilised by the Distribution Franchisee in any manner prejudicial to the BEST Undertaking and all usage must be according to such methods and in such place as shall have been previously approved by the BEST Undertaking. It shall be the Distribution Franchisee's responsibility to ensure that the electrical energy supplied to separate downstream entities by the Distribution Franchisee is not utilised in a manner prejudicial to the BEST Undertaking and that all usage by downstream entities must

Be according to such methods and in such place as shall have been previously approved by the BEST Undertaking.

3) Service Charge and Payment:

i) BEST shall pay to the franchisee, a service charge fee of Rs. 0.30 (Thirty paise only) per unit of energy billed to Downstream Consumers for the operation and maintenance of the Franchisee Network and for providing services for distribution of electricity bills and collection of bill payment. The service charge Fee shall be payable on a monthly basis. It is clarified that the energy billed to Downstream Consumers shall not include energy consumption for Franchisee's own load. The Service charge fee shall be escalable at the rate of 3 % per annum i.e. Year 2 fees shall be higher than Year 1 fees by 3 %, and so on.

ii) Other charges, duties and taxes mentioned in the electricity bill shall not be considered for the calculation of payment to Distribution Franchisee by BEST Undertaking against revenue collection from his downstream consumers. Further, any taxes/duties/charges levied by Central/State Government, CBDT or any other statutory authorities will be deducted from the payment made by the BEST Undertaking to the Distribution Franchisee.

iii) This Service charges payable shall be valid up to validity of prevailing MYT/MTR Tariff Order issued by commission, and the same will be revised at the discretion of the BEST Management.

4) Commencement of Agreement:

The date of commencement of Agreement shall be the date from which supply is actually taken or agreed to be taken, whichever is earlier. In cases where the Distribution franchisee has been receiving supply from the BEST Undertaking under terms governed by a previous agreement, the date of commencement shall be the date of execution of this Agreement.

5) Commercial Duties and Responsibilities of Distribution Franchisee:

The BEST Undertaking shall provide power supply at HV/EHV(11kV or 33kV) level as a single point. The Distribution Franchisee shall develop and maintain an efficient, co-ordinated and economical distribution system up to point of supply of the downstream consumers in his area of supply. Entire cost of the electrical infrastructure in his area of supply shall be borne by the Distribution Franchisee. All the provisions as per Electricity Act, 2003 and as per Indian Electricity Rules 1956 as amended from time to time shall be observed by Distribution Franchisee while developing and maintaining the infrastructure.

The Distribution franchisee shall perform following duties and responsibilities in the Distribution franchisee's premises:

- (i) The Distribution Franchisee has already availed (shall approach the BEST Undertaking for) single point HT electric supply after complying necessary site and documentary compliance at the concerned Customer Care Ward Office. Franchisee has paid (to pay) applicable charges i.e. requisition registration fees as per

prevailing Schedule of Charges (SOC) as approved by the commission. A suitable room of size specified by the BEST Undertaking for establishing BEST Undertaking's HT substation is provided (is to be provided) for a single point supply by Distribution Franchisee. This substation room shall also be used by BEST undertaking for establishing distribution network for providing electric supply to the consumers other than that of Distribution Franchisee.

- (ii) Distribution Franchisee shall develop and maintain the entire network to distribute electricity to all the downstream consumers at its own cost and also undertake to develop additional infrastructure in future. It shall comply with the standards specified for provision of supply and quality of supply under MERC's Standard of Performance Regulations applicable from time to time.
- (iii) The Distribution Franchisee shall appoint authorised technical person having valid PWD licence.
- (iv) BEST Undertaking shall issue blank requisitions forms to the Distribution Franchisee, who shall Collect duly filled in the requisition from Downstream consumers along with the required/ necessary documents and submit at the BEST Undertaking's Customer Care Departments by paying requisitions registration and processing charges as approved by the commission. He shall follow MERC's Electricity Supply Code, Regulation applicable from time to time. The Distribution Franchisee shall give email ID and mobile number of all downstream consumers in requisition. The BEST Undertaking shall send email enclosing monthly electricity bill and forward SMS intimating generation of electricity bill with a link to view the same. The downstream consumer who opts for e-bill will get discount for same as per MERC tariff order.
- (v) On receiving sanction letter from the BEST Undertaking, the Distribution Franchisee shall arrange to make compliances, which include collection of necessary documents and charges if any, as approved by the commission, from downstream consumers & remit the same to the BEST undertaking immediately.
- (vi) Distribution Franchisee shall avail static meters from BEST Undertaking for the purpose of installing same to individual downstream consumers. In case of lost/ damage/ burnt meter cases, Distribution Franchisee shall pay cost of the meters to BEST Undertaking as per the prevailing Schedule of Charges as approved by the commission. If downstream consumer prefers to purchase meter from any suppliers of energy meters, as per the specification specified by BEST Undertaking so that meters can be easily configured in the BEST Undertaking's OLCCS system. The BEST Undertaking shall have rights to test the meter to check its accuracy prior to its installation. The charges for testing of said meter shall be borne by the downstream consumer as per charges specified in the schedule of charges.
- (vii) Distribution Franchisee shall inspect & test the installation of the downstream consumers as per test reports submitted by Licensed Electrical Contractor of the consumers and to connect the meter, if installation is found to be safe for energizing.

The Distribution Franchisee shall follow CEA (Installation and Operation of Meters) Regulations, 2006, CEA (Measures relating to safety & Electric Supply) Regulation 2010 and MERC (Electricity Supply Code) Regulations, 2021.

- (viii) Distribution Franchisee shall submit details of installed meters to the BEST Undertaking to update billing file as per prescribed format **Annexure- II**. Also Distribution Franchisee shall submit details of replaced meters with readings and reason of replacement.
- (ix) Distribution Franchisee shall arrange to take reading of all meters at 24.00 Hrs. On last date of every month and submit reading file/ data soft copy to the BEST Undertaking on the next day as per prescribed format **Annexure IV**. The reading given shall be accurate / correct. For ToD meters, data shall be downloaded and submit the details in the prescribed format of BEST's billing (OLCCS/ SAP-ISU) system strictly on scheduled date. The reading given by Distribution Franchisee will be considered as correct reading and will be directly processed for billing without generating meter reading exceptions.
- (x) The Distribution Franchisee shall collect printed bills from Bill delivery section along with consolidated statement from concerned Customer Care Ward and arrange to distribute the bills among the downstream consumers, immediately.
- (xi) The distribution Franchisee shall collect the revenue from downstream consumers as per the bills generated by BEST Undertaking and remit the electricity bill amount collected from the consumers on the date mentioned in bill in the BEST Undertaking's designated bank account in Canara Bank (or any other bank appointed by BEST for collection of electricity bill amount) by RTGS/NEFT transfer on or before due date mentioned in bill. The downstream consumers shall pay delay payment charges, penalty against losses, if any. Incentives like Prompt Payment Incentive (PPI), Power Factor Incentive (PFI), Load Factor Incentive (LFI), or penalties like Delayed Payment Charges (DPC), Interest on Arrears (IOA), Power Factor Penalty (PFP) etc. shall be levied as per tariff schedule to downstream consumers. The Distribution Franchisee shall be liable to pay compensation to downstream consumers, if he fails to remit the electricity bill amount collected from the consumers to BEST Undertaking on the date mentioned in bill. The Distribution Franchisee shall submit remittance report mentioning the details like consumer number and payment made amount for reconciliation of electricity bill amount consumer-wise.
- (xii) BEST shall install meter for common amenities like lift/water Pump, stair case lighting, car lift, centralised A/C plant, theatre, hall etc. are fed from HV Network through a single point supply, will be considered as a HV consumer meter. Distribution Franchisee shall register separate requisition for such meters by paying requisition registration and processing charges and applicable service connection charges as per prevailing Schedule of Charges (SOC) as approved by the

commission. BEST Undertaking shall install separate HV meter at the points of Delivery of Supply and shall bill for franchisee's own load on the difference of the energy recorded in the meter at the Point of Delivery and the aggregate of energy recorded for Downstream Consumers at point of supply of individual downstream consumers.

In order to account for distribution losses over Franchisee network, the aggregate energy recorded for Downstream Consumers shall be grossed up by a loss factor of 2 % before subtracting it from energy recorded at the Point of Delivery.

Point of delivery means the physical point at outgoing metering cubicle/ breaker with metering in the substation where the Franchisee Network is connected to the distribution network of BEST.

As such common amenity load of Distribution franchisee operator will be billed on respective HT tariff.

- (xiii) The Distribution Franchisee shall be provide and maintain Bank Guarantee with BEST Undertaking to the satisfaction of BEST Undertaking for an amount equivalent to one month's estimated amount payable to BEST Undertaking by Distribution Franchisee. Initially an amount of Bank Guarantee will be accepted equivalent to security deposit calculated based on contract demand and security deposit rates as per tariff order.
- (xiv) The distribution Franchisee shall pay total outstanding bill as on date pertaining to existing HT consumer accounts. Subject to receipt of this outstanding payment meters will be sanctioned for downstream consumers and Franchisee agreement shall come into force.

(6) Duties and responsibility of the Distribution Franchisee:

- (i) The Distribution Franchisee shall provide 24 x 7 help Service to its downstream consumers to attend the messages of electricity off supply, shock, fire and any other complaints reported in its area of supply. It shall comply with the standard specified in MERC's SoP Regulations and shall submit MIS of the complaint resolution carried out on monthly basis.
- (ii) The Distribution Franchisee shall responsible for periodic testing and maintenance of all consumer meters. It shall immediately replace defective meters, found beyond the limits of accuracy or due to any defects in it, by new meters provided by BEST Undertaking under intimation to the BEST Undertaking. The provisions of Regulation 15.5 of MERC's Electricity Supply Code Regulations shall applicable.

In the event of lost/burnt meter, Distribution Franchisee shall replace meter by new correct meter and it shall follow the provisions Regulation 15.3 of MERC's Electricity Supply Code Regulations.

Further, in case of replacement of defective/lost/burnt meter other than that of BEST

Undertaking, the Distribution Franchisee shall install meters duly tested by BEST Undertaking.

Distribution Franchisee shall keep sufficient stock of all types of meters. Distribution Franchisee shall pay burnt/ lost/ damaged/ stolen meters charges as per Schedule of charges approved by MERC to the BEST Undertaking, if the meter belongs to BEST.

Distribution Franchisee shall forward necessary data base for updation at the earliest to BEST Undertaking. Amendment shall be carried out by the BEST Undertaking in the next billing cycle. The Distribution Franchisee shall have

responsibility of ensuring conformance with MERC (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulation, 2021, MERC (Standard of Performance of Distribution Licensee, Period of giving supply and Determination of Compensation) regulations, 2021, CEA (Installation & Operation of Meters) Regulation, 2006, CEA (Measures related to the safety & Electric Supply) Regulation, 2010 and relevant amended regulations from time to time as well as other relevant rules/ regulations applicable for distribution and supply of electricity licensee as issued by the Central or State Electricity Regulatory Commission or any other Statutory Authorities.

- (iii) The Distribution Franchisee shall be responsible for the Universal Service Obligation in his area of operation.
- (iv) The Distribution Franchisee shall act as a facilitator for electricity supply between Distribution Licensee and the Downstream Consumers and ensure that Downstream Consumers shall have same rights and obligations as that of the other consumers of the Distribution Licensee.
- (v) The Distribution Franchisee shall facilitate BEST Undertaking's personnel for inspection/ testing of consumer's installation & meters, meter reading or any other activities that BEST Undertaking desires to carry out in the area of supply of Distribution Franchisee to fulfill its responsibility as a Distribution Licensee.
- (vi) The Distribution Franchisee shall follow the **mutually** agreed procedures adopted for carrying out duties and responsibility as Distribution Franchisee of BEST Undertaking.
- (vii) Standby arrangement: The Distribution Franchisee will have to make his own arrangement in the event of planned preventive maintenance by the BEST Undertaking and accidental breakdown due to forces beyond control of the BEST Undertaking. Provided also that the BEST Undertaking shall not be responsible for such damage or loss (if any) as the Distribution franchisee may sustain owing to the failure at any time of the electric current by reason of the cutting off or damage to any wires or works during cyclones, storms, floods, war, mutiny, or riot or by reason of earthquake, hurricane, lightning or tempest or of any accident or cause of whatever nature eiusdem generis (of the same kind) or not beyond the control of the

BEST Undertaking.

- (viii) The Distribution Franchisee should keep updated billing records, including the existing and the prospective consumers into the billing data base as per the BEST Undertaking department and should be provided monthly or as and when required to The Nodal Officer of the specified Office and for the concerned IT Section.

MIS Function – The Distribution Franchisee should generate periodic information and monitor reports in prescribed formats **Annexure V** and communicate the same to the Nodal Officer of the BEST Undertaking. For overall monitoring and day to

day co-ordination activities, the concerned **Deputy Chief Engineer Customer care Dept.** would be the Nodal Officer.

- (ix) Distribution Franchisee should be vigilant for activities such as collection of bills and proper categorization of the consumer's as this affects the revenue of the BEST Undertaking. Any discrepancies, same should be informed to the Nodal Officer for further action. At all times, BEST employee & staff should be given access to enter/check unauthorised extensions etc. in the Distribution Franchisee area. Franchisee should detect unauthorised consumption and should report the same to licensee. For all legal and practical purposes the consumers in Franchisee area are the consumers of BEST and hence BEST at all times will have overriding powers, when it comes to billing, applicability of norms (MERC's Supply Code & SOP), consumer grievances etc.
- (x) Distribution Franchisee shall internally resolve his consumer's complaints in an amicable manner. Further, the consumer of Distribution Franchisee shall also have the rights to approach the BEST Undertaking for resolution of his complaints by approaching BEST Undertaking's consumer grievance redressal forum. Distribution Franchisee shall co-ordinate with the BEST Undertaking to resolve his consumer complaints. Distribution Franchisee shall comply with the Orders/ directions, given by Regulatory Commission, BEST Undertaking's Consumer grievance redressal forum, Electricity Ombudsman or any other statutory authorities.
- (xi) In case of any penalties levied on the BEST Undertaking by the Competent Authority / Forum or compensation to be paid to the consumers for non-compliance of the provisions of Regulations/Act, due to the default on the part of the Distribution Franchisee operator, the same shall be passed on to the Distribution Franchisee. Such penalties shall be recovered from the Distribution Franchisee.
- (xii) Registration of Franchisee Agreement cost shall be borne by the Distribution Franchisee.
- (xiii) The Distribution Franchisee shall report any defect in the meters to BEST Undertaking immediately so that necessary meter replacement advice will be generated by BEST Undertaking. The meter with replacement work order will be handed over to Distribution Franchisee. After meter replacement, the Distribution Franchisee shall submit details of new meter installed and shall credit the old meter

in respective Customer Care Ward.

- (xiv) The debit/credit adjustment for high/low bill will be worked out by the BEST Undertaking based on the data furnished by distribution Franchisee. The amendments for defective meter will be prepared by BEST's HVC Dept. and the amendment claim will be adjusted in the electricity bill of the downstream consumers for recovery.

(7) Extension and reduction of the sanctioned load:

The Distribution Franchisee shall register requisition for additional / reduction in load well in advance at Customer Care Dept. and do the necessary compliances similar to the procedure mentioned in Clause above.

(8) Limitations of Distribution Franchisee regarding any extension/reduction required in Sanctioned Load:

The Distribution Franchisee shall ensure that the Downstream Consumers shall not exceed their load more than the sanctioned load /Contract Demand.

(9) Powers of Distribution Licensee regarding any extension / alterations required in Sanctioned Load:

All provisions of Supply Code/SOP/MERC Regulations are applicable to Distribution Franchisee except section 126,135 and 138 of the Electricity Act 2003 wherein the Distribution Licensee will be authorized to take such necessary action as per the provisions of the Act.

(10) Duties and responsibilities of B.E.S.T. Undertaking:

- (i) The BEST Undertaking shall sanction requisition for HV or EHV (11 kV or 33 kV) supply and downstream consumer's supply as per the report submitted by Distribution Franchisee and accepts all necessary compliances. The BEST Undertaking shall have rights to inspect/test the installation of downstream consumers before connecting the supply or reconnection as well as during the period of its service. It may classify or reclassify a consumer into various Commission's approved tariff categories based on the purpose of usage of supply by such consumer. The site details and test reports should be obtained from the Distribution Franchisee in the OLCCS format for entering in connection Management module.
- (ii) The BEST Undertaking shall install HT meter/s at Distribution Franchisee's single point supply location i.e. at delivery point, for common amenities load. Service connection charges as per prevailing Schedule of Charges (SOC) as approved by the Commission and Security deposit towards supply of electricity to be recovered only from individual downstream consumers during compliance and no service connection charges to be recovered from Distribution.
- (iii) The BEST Undertaking shall upload the Meter Reading file submitted by Distribution Franchisee in his system for billing and shall generate bills of each

downstream consumer in accordance with the tariff approved by the commission for BEST Undertaking for such category of consumers along with one consolidated bill statement against all bill amount of the Distribution Franchisee. Print message on the bills “All downstream consumers shall pay bill amount at concerned Distribution Franchisee’s office only.”

- (iv) In order to calculate exact Distribution loss, the meter reading of Distribution Franchisee’s HT meters should be 24.00 hrs of last day of every month coinciding with reading of meters of Distribution Franchisee downstream consumers. The BEST Undertaking shall collect/ download reading file sent by Distribution Franchisee on scheduled date. The reading given by Distribution Franchisee will be considered as correct reading and will be directly processed for billing without generating meter reading exceptions.
- (v) The BEST Undertaking shall implement a new cycle for billing of all Distribution Franchisee’s meters so that all reports related to them can be generated to monitor the performance (or accommodate all downstream consumer’s meter into existing cycle 19,24or 33(in case of solar)under group franchisee authority code and HVC will generate separate code for the record of service charge. The BEST Undertaking shall print monthly current bills along with consolidated statement/ summary and make available at respective ward office.
- (vi) Update billing file and payment file in the revenue module.
- (vii)In case of Meter replacement/ removal transactions shall be carried out by respective Customer Care Department through CRM work flow of billing System (OLCCS). Customer Care Department of the BEST Undertaking also responsible for carrying out transactions through CM and CRM work flows.
- (viii) If any downstream consumer fails to remit electricity bill amount and Distribution Franchisee also fails to recover such charges, then BEST Undertaking shall disconnect the electric supply as per Section 56 of EA – 2003.

(11) Other Conditions:

1. Event of Default & Termination : (Financial/Non-Financial)

The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure event or a breach by the BEST Undertaking its substantial obligations under this agreement, shall constitute a Distribution Franchisee event of default.

2. **Financial:**

- i) Failure on account of Distribution Franchisee to make payments as stipulated in this agreement.
- ii) Failure to maintain a performance guarantee as per agreement.
- iii) The Distribution Franchisee is declared in solvent or bankrupt.
- iv) Sale of energy meant for the Distribution Franchisee area to any party outside the Distribution Franchisee area.

3. **Non-financial:**

- i) Failure to submit in time the information report.
- ii) **The Distribution Franchisee** has unlawfully repudiated this **agreement** or has otherwise expressed **an intention not to** be bound by this Agreement.
- iii) Any representation or warranty made by the Distribution Franchisee during the term of the agreement is found to be false and misleading.
- iv) Failure to submit Periodic Performance Report (Billing and collection report, updating of Assets, Register on monthly basis, Energy Audit report) to the BEST Undertaking after a stabilization period of two months from effective date.
- v) Reporting in inconsistencies in energy/revenue accounting.
- vi) Persistent non-compliance of regulations of **MERC**.
 - a) Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulation, 2021
 - b) Maharashtra Electricity Regulatory Commission (Standard of performance of Distribution licensees, period for giving supply and determination of compensation) Regulations 2021.
 - c) In case of Distribution Franchisee's event of Default, the BEST Undertaking is entitled to issue 10 days clear Notice for termination of agreement.

(12) Termination of Contract and consequences thereof:

- (i) The Distribution franchisee Agreement may be terminated by either of the parties after giving notice of Ninety days. The parties shall not however terminate the agreement within twelve months from the date of signing the agreement. The termination of agreement is without prejudice to the rights of the BEST Undertaking or of the Distribution Franchisee under the Act for recovery of any amounts due under the agreement. If for any reason, the Distribution Franchisee fails to fulfil his obligations in ensuring supply to downstream entities, the BEST Undertaking shall be justified in terminating the agreement granting the status of a Distribution Franchisee for the purpose of supplying electrical energy to identified downstream

entities. Upon termination of this Agreement by the Distribution Franchisee or the Undertaking for any reason whatsoever, the Distribution Franchisee will be obliged to execute a separate supply agreement to continue receiving electric supply from the BEST Undertaking for the purposes of supply as a consumer. Further, the Distribution Franchisee will be bound to continue facilitating the use of its Transformer and other distribution assets to ensure continuous electricity supply to downstream entities for any such extended period as may be required by the BEST Undertaking to make arrangements for alternate provisions to extend supply to downstream entities, and the Distribution Franchisee will be required to provide sufficient space for the establishment of a transformer by the BEST Undertaking for the purpose of distribution to downstream entities and shall facilitate the establishment of other distribution assets such as switchgear, wiring and switches. During the transition period the BEST Undertaking shall *recover* the total bill amount from downstream consumers directly.

- (ii) The Distribution Franchisee electrical assets along with the space for the same shall be handed over to the BEST Undertaking without any liability for acquisition of such distribution network developed by the Distribution Franchisee in the event of termination of agreement due to default on the part of the Distribution Franchisee. Further, the Distribution Franchisee will not have any right on such assets and the BEST Undertaking shall have right to invoke the Bank Guarantee & recover all the dues from consumers.

(13) Indemnity:

In case of any false representation on the Distribution Franchisee's part or in case of documents produced by the Distribution Franchisee are found to be false, forged, fake the Distribution Franchisee shall be solely and exclusively responsible for the criminal or any other corresponding default. The Distribution Franchisee shall keep the BEST Undertaking indemnified against any loss, claim, damages, action or account of such false representation or false, forged, fake documents. In case of any objection raised by any statutory authority, directs Licensee to disconnect the electric supply, the BEST Undertaking is authorized and empowered to disconnect the supply and remove the meters without any notice and the BEST Undertaking would not be responsible for any damages, compensation etc. Distribution Franchisee shall submit separate Indemnity Bond on a Stamp Paper of Rs. 500/-, as per prescribed format **Annexure – VI.**

The Distribution Franchisee shall indemnify, defend and hold Undertaking harmless at all times against:

- a) Any acts of omissions/commission of Distribution Franchisee with regard to the electricity services. In such event Distribution Franchisee shall have no claim for compensation, incentive or any other claim against Undertaking.
- b) Claims against Undertaking made by any third party for any act of commission or omission by Distribution Franchisee, Distribution Franchisee shall indemnify and hold Undertaking harmless and compensate all the losses so caused to Undertaking.

Undertaking shall also be entitled to defend any action with third parties at the cost and expenses of Distribution Franchisee.

- c) All monetary obligations or losses or implications arising out of such action of Distribution Franchisee in the nature of costs, expenses or damages. Undertaking shall have no liability in respect of loss of profit, loss of income, loss of agreement or any other losses or damages suffered or arising out of or in connection with existence of any defects whether latent or apparent in electricity network and the obligation of Distribution Franchisee to provide support services shall remain unaffected thereby.
- d) This Indemnification shall survive the term of this Agreement.

(14) Change of Name:

The connection for electrical energy governed by this Agreement shall not be transferred, assigned or otherwise parted with to the name of any person other than the Distribution Franchisee without the previous consent in writing of the Undertaking (in accordance with the regulations laid by the MERC)

- (15) This Agreement is further subject to any limitation or restrictions that may be imposed from time to time by the Government of Maharashtra, MERC, (or) the SLDC or any other statutory authorities.

Any dispute arising out of any of the matter should be restricted to the region of Mumbai since the area of supply is within the City limits of Mumbai.

In case is the Electricity Act, 2003 is amended, accordingly prevailing franchisee agreement will have to be reworked out in commensurate with the provisions of repealed Act.

- (16) This Agreement will be binding on Distribution Franchisee and his executors and administrators.
- (17) Any dispute arising out of this agreement shall be subjected to jurisdiction of courts in Mumbai.

(18) Arbitration:

Any dispute controversy, disagreement or claim arising under this agreement or any dispute with respect to validity of this agreement (the 'Dispute') may be resolved in the following manner:

Where any dispute could not be settled by the parties within 30 (Thirty) days or within a mutually extended period from the date of receiving the notice of dispute by party from the other party then such dispute shall be referred to sole arbitration of the General Manager, BEST. The arbitration proceeding shall be conducted in BEST office in Mumbai. The award passed by the Arbitrator shall be final and binding upon the parties hereto.

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

For and on behalf of

For and on behalf of

[M/s.Brihan Mumbai
Electric Supply &
&Transport Undertaking]

[M/s._____]

(Concerned Dy.Ch.Engineer CC)
Signature with seal

(Distribution Franchisee)
Signature with seal

Witness:
1. Concerned DECC ward
2. DEHVC

Witness:
1.
2.

-----THEEND-----

ANNEXURE-I

Franchisee Operator shall furnish the following information of HV meter No and load details etc.

Sr No	DESCRIPTION	DATA/DETAILS
1	NAME OF THE FRANCHISEE OPERATOR	
2	POWERSUPPLYADDRESS	
3	BILLINGADDRESS	
4	WARD	
5	CYCLE	
6	DIVISION	
7	SERVICENO.	
8	ACCOUNTNO.	
9	SUPPLY GIVEN AT VOLTAGE (11/33 Kv)	
10	METERNO	
11	TARIFFCATEGORY	
12	INSTALLATIONNO.	
13	SANCTIONLOAD(kW)	
14	Contract demand (kVA)	
15	BILLINGDEMAND	
16	SECURTIYU DEPOSIT PAID TO BEST	
17	TOTAL CONNECTED LOAD IN kW	
18	TOTAL CONNECTED LOAD IN kVA	
19	SERVICE CABLE SIZE	
20	DETAILS OF FRANCHISEE OPERATORS SWITCHGEARS ON HV SIDE	
21	FRANCHISEE OPERATORS TRANSFORMER RATING (Kva)	

(SIGNATURE)

NAMEOFTHEAUTHORISEDPERSON:

DESIGNATIONOFTHEAUTHORISEDPERSON:

NAMEOFTHEFRANCHISEEOPERATOR :

CONTACT NO.

TELEPHONE NO. :

MOBILE:

EMAIL ID :

SEALOFTHECOMPANY-

ANNEXURE–II

Franchisee operator shall furnish the following information of downstream consumers.

SRNO	NAME OF DOWNSTREAM CONSUMER	LOCATION/ ADDRESS	CONNECTED LOAD (Kw)	SUPPLY VOLTAGE(V)	TARIFF
1					
2					
3					
4					
5					
6					

(SIGNATURE)

NAMEOFTHEAUTHORISED PERSON:

DESIGNATIONOFTHEAUTHORISEDPERSON:

NAMEOFTHEFRANCHISEEOPERATOR:

CONTACT NO.

TELEPHONE NO. :

Mobile:

EMAIL ID :

SEALOFTHECOMPANY–

ANNEXURE–III

- A. Distribution franchisee shall submit detailed plan inscale 1:500 of franchisee area
- (Attached/submitted)
- B. Distribution franchisee shall submit undertaking letter agreeing for not supplying electricity beyond specified area shown in the above plan

UNDERTAKING LETTER

TO,

DCECC / DECC

ADDRESS

Sub: Undertaking letter for not supplying electricity beyond specified area of franchisee

Ref : Consumer No. _____

Respected Sir,

As per the franchisee agreement, clause No. , herewith we are submitting our undertaking letter for agreeing to not to supply electricity beyond our specified franchisee area.

Thanking You,

(SIGNATURE)

NAME OF THE AUTHORISED PERSON:

DESIGNATION OF THE AUTHORISED PERSON:

NAME OF THE FRANCHISEE OPERATOR :

CONTACT NO.

TELEPHONE NO. :

Mobile:

EMAIL ID :

SEAL OF THE COMPANY–

ANNEXURE-VI

Form of Indemnity Bond from Distribution Franchisee

THIS DEED OF INDEMNITY is made at his _____ day of _____ (month & Year) between _____ (Franchisee) having its Registered office at _____, Mumbai _____. (hereinafter referred to as "the party" of the FIRST PART) of the One Part and the BEST Undertaking of the Mumbai Municipal Corporation constituted under the MMC Act, 1888 and having its head office at BEST Bhavan, BEST Marg, Colaba, Mumbai – 400 001. (Hereinafter referred to as "the undertaking" of the Other part.

WHEREAS,

1. Franchisee Agreement dated _____ has been entered into between the parties on the terms & conditions more specially set out in the said agreement.
2. In case of any false representation on the part of the First Part or in case of documents produced / submitted by the party of the First part are found to be false, forged or fake, the party of the First part shall be solely and exclusively responsible for the criminal or any other Court proceedings.
3. The Party of the First part agree that in case of any objection raised by any Statutory Authority and directs the Undertaking to disconnect the electric supply, the Undertaking is authorized and empowered to disconnect the supply of the party of the First part and remove the meters without any notice and Undertaking would not be responsible for any damaged, compensation etc.

NOW THIS DEED WITNESS that pursuant to the said agreement and in the premises, the party of the First Part hereby agree to indemnity and keep indemnified the Undertaking against any loss, claim, damages, action that Undertaking may suffer or incur on account of such false representation or false, forged, fake documents.

IN WITNESS WHEREOF the party of the First Part has put his hand on the day and year First herein above written.

Signed and Delivered by the within named by

Party of the First Part :-

In the presence of:

1.Sign:

Name:

Off.Address

2.Sign

Name:

Off.Address

Annexure-IV

Franchisee operator shall furnish the following Reading information of downstream consumers i.e. meter nos., KWH reading, MD reading, power factor reading, ToD reading and load details etc. and submit the list as per the format given below:

SR. NO.	NAME OF THE DOWNSTREAM CONSUMER	CONSUMER'S ACCOUNT NO. IF ANY	SUPPLY GIVEN AT VOLTAGE (VOLTS)	METER NO.	TARIFF CATEGORY /	SANCTIONED LOAD	PREVIOUS READING	PRESENT READING	UNITS CONSUMED	MF	MD RECORDED	POWER FACTOR	CONTRIBUTION IN K
1													
2													
3													

(Signature)

NAME OF THE AUTHORISED PERSON-
DESIGNATION OF THE AUTHORISED PERSON- NAME
OF THE FRANCHISEE OPERATOR-
CONTACT NO. (TELEPHONE) _____ MOBILE NO. _____
EMAIL ID _____
SEAL OF THE COMPANY

BEST UNDERTAKING DISTRIBUTION FRANCHISE
AGREEMENT **DF- /2023-24**

ANNEXURE-V

MIS REPORTS

BESTUNDERTAKINGDISTRIBUTIONFRANCHISEAGREEMENT **DF-**
/2023-24

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

PERFORMANCE INDICATORS

SYSTEM AVERAGE INTERRUPTION DURATION INDEX – (SAIDI)			
Month	Total duration of sustained interruptions during the month Minutes	Total no. of consumers	SAIDI=C/B
	C	B	
SYSTEM AVERAGE INTERRUPTION FREQUENCY INDEX – (SAIFI)			
Month	Total No. of sustained interruptions during the month	Total no. of consumers	SAIFI=A/B
	A	B	

CONSUMER AVERAGE INTERRUPTION DURATION INDEX – (SAIDI)			
Month	Total duration of sustained interruptions during the month Minutes	Total no. of sustained interruptions during the month	CAIDI = C/A CAIDI = <u>SAIDI</u> SAIFI
	C	A	

BEST UNDERTAKING DISTRIBUTION FRANCHISE AGREEMENT **DF-**
/2023-24

MERC SOP NOT FOLLOWED

SR.No.	Division/Franchise Area	No. of SOP cases		Remarks
		Nos.	Fine Rs.	

Losses

SR.No.	Division/ Franchise Area	Distribution Losses			Remarks
		Monthly	Six Monthly	Yearly	

New Connection Details

SR.No.	Division/ Franchise Area	New Connection released		First bill issued		Remarks
		In month	Up to	In month	Up to	

BEST UNDERTAKING DISTRIBUTION FRANCHISE AGREEMENT **DF-**
/2023-24

No. of pending consumer grievances

Sr.No.	Division/Franchise Area	Pending	Remarks

No. of pending RCI Connections

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

BEST UNDERTAKING DISTRIBUTION FRANCHISE AGREEMENT **DF-**
/2023-24

Pending Agricultural Connections

Sr.No.	Division/Franchise Area	Paid Pending	Test report submitted	Pending Under KVV	Remarks

Pending Power Loom Connections

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

Pending Industrial Connections

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

BEST UNDERTAKING DISTRIBUTION FRANCHISE AGREEMENT **DF-**
/2023-24

Pending Connection other than above

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

Collection Efficiency

Sr.No.	Division/Franchise Area	Demand	Month Collection	%C.E.	Remarks

Reductionin PD Arrears

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

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BEST UNDERTAKING DISTRIBUTION FRANCHISE AGREEMENT **DF-**
/2023-24

ReductioninLiveArrears

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

BEST UNDERTAKING DISTRIBUTION FRANCHISE AGREEMENT **DF-**
/2023-24

Details of Accidents in the FranchiseArea

Sr. No	No. ofFatalAccident						No. of Non Fatal Accidents						Remark
	DF Employees		Other Persons		Animals		DF Employees		Other Persons		Animals		
	During month	Cumul ative	During month	Cumul ative	During month	Cumul ative	During month	Cumul ative	During month	Cumul ative	During month	Cumul ative	

BEST UNDERTAKING DISTRIBUTION FRANCHISE AGREEMENT

DF-

/2023-24

Details of Failure of Distribution Transformers

Month	Details	Capacityin KVA													
		25	50	63	100	150	200	250	300	315	400	500	600	630	750
	Transformers in operation														
	Percentage offailure(%)														

BEST UNDERTAKING DISTRIBUTION FRANCHISE AGREEMENT

DF-

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Details of HT Consumers addition during the month

Mon th	No.of HT Consumers added during the month													Date of Relea se	Remarks/ Purpose
	Name of HT Cons.	Consu mer No.	Cate gory	Conn. Load CL (KW)	Contr act Dema nd CD (KVA)	Meter on HT/ LT	CT Rati o	PT Ra tio	HT Cubi cle provi ded	Meter Detail & make	Met er No.	Mete r CT ratio	Initi al Rea din g		

ANNEXURE-V

BEST UNDERTAKING DISTRIBUTION FRANCHISE AGREEMENT DF-
/2023-24

Complaints

Sr. No.	Particulars	During the month	Upto date Progress
	Consumer Grievance Redressal Forum		
1	No.of Complaints / Grievance received		
2	No.ofComplaints / Grievance solved		
3	Balance complaints at the end of month to be resolved		
	MERC		
1	No. of Complaints / Grievance received		
2	No. of Complaints / Grievance solved		
3	Balance complaints at the end of month to be resolved		