

Addendum / Corrigendum to the Terms & Conditions for Electricity Distribution Franchisee

Clause	Original	Amendment
Additional clause 3.2		New villages electrified under any scheme shall also be included within the Franchise area. The respective CEO shall amend the LOA, after giving due notice of 14 days to the Franchisee
Amended clause 5.3	Earnest Money Deposit (refundable) of Rs. 5000.00 (Rupees Five thousand) only is to be deposited, along with the application form, by Bank Draft in favour of "Principal Account MeECL" payable at Shillong.	Earnest Money Deposit (refundable) of Rs. 5000.00 (Rupees Five thousand) only is to be deposited along with the Price Bid by Bank Draft in favour of "Principal Account MeECL" payable at Shillong. The bidder may bid for more than one cluster against the same EMD.
Amended clause 6.3 (iii)	Have adequate infrastructure for keeping the consumer ledger, issuance of bills and receipt of payment and all records connected with the franchise business.	Have adequate infrastructure for keeping the consumer ledger, issuance of bills and receipt of payment and all records connected with the franchise business. The office of the Franchisee shall be located in the vicinity of the cluster and preferably at a central location. The office shall remain open on all working days'.
Amended clause 7.1	The Chief Executive Officer (CEO) of the franchise area shall receive the applications of the interested agencies and satisfy himself / herself that the agency is meeting the requirements mentioned in clause 5.2, 5.3 & 6, whichever is applicable.	The Chief Executive Officer (CEO) of the franchise area shall received applications from interested agencies and shall satisfy himself / herself that the agency is meeting the requirements as mentioned in clause 5.2.
Amended clause 8.2	The franchisee shall deposit Security by "Term Deposit" in favour of MeECL to the CEO concerned within one week of signing the agreement.	The franchisee shall deposit Security by Bank Draft / Banker's Cheque in favour of "Principal Account MeECL" payable at Shillong, within one week of signing the agreement.
Amended clause 11.1	Monthly meter reading and billing to consumers as per applicable tariff.	(i) Taking of monthly actual meter reading and recording the same in the Meter Reading Sheet (MRS), as per the

		<p>billing schedule prescribed by the AEE (Revenue) which shall be strictly followed by the Franchisee.</p> <p>(ii) Submission of the MRS to the office of the MeECL, for preparation of bills by the MeECL.</p> <p>(iii) Collection of bills from the office of the MeECL for distribution to the consumers.</p>
Amended clause 11.2	Collection of revenue from the consumers as per billing and depositing the collected amount in the designated MeECL's office.	<p>(i) Collection of revenue from the consumers, entry of payment in the Collection Sheet and depositing the collected amount in the designated MeECL's office, within five days after the due date.</p> <p>(ii) The Franchisee shall accept payment only from such consumer who pays both the current bill and the outstanding bills in part or in full. Payment by cheque, if any, shall be in favour of the concerned Revenue Sub-division, MeECL. Bank charges, if any, shall be borne by the MeECL.</p> <p>(iii) The Franchisee shall deposit the amount collected from the consumers by Bank Draft or Electronic Transfer in favour of the designated MeECL's office. The bank charges, if any, shall be reimbursed by MeECL to the Franchisee.</p>
Amended clause 11.4	Maintain Monthly Consumer Ledger, in duplicate, in the format to be prescribed by MeECL (ANNEXURE E). The Franchisee shall retain one copy of the ledger and shall submit the duplicate copy to the AEE (Revenue)	Deleted
Amended	Provide feedback on status of electrical	(i) Provide feedback on status of electrical

clause 11.5	network in the designated area. The franchise shall not undertake operation and maintenance of the distribution network.	network in the designated area. The franchise shall not undertake operation and maintenance of the distribution network. (ii) The Franchisee shall also report the presence of illegal user / unbilled consumers in their area. (iii) The MeECL shall verify the reports of the Franchisee regarding the presence of unauthorized / unbilled consumers and serve compensation / penalty bills accordingly. (iv) The Franchisee shall be paid a commission of 5 % on such compensation / penalty bills realized.
Amended clause 11.6	Receive application for new service connection and forward the same to the MeECL.	(i) Receive application for new service connection and forward the same to the MeECL. (ii) The Franchisee shall be paid a commission of Rs 100/- for each new connection given.
Amended clause 11.8	The minimum monthly collection shall be 85 % of the amount billed by the Franchisee. This shall be raised to 90 % of the amount billed in the second year of the agreement.	The Minimum monthly collection shall be 60% of the amount billed by the Franchisee for the first 6 (six) months and 80 % for the next 6 (six) months. This shall be raised to 90% of the amount billed in the second year of the agreement.
Amended clause 12.6	Supply pre-printed stationeries only, namely, consumer ledger, bill forms and any other forms necessary for the work.	(i) Supply pre-printed stationeries only, namely, consumer ledger, bill forms and any other forms necessary for the work. (ii) Using of stationeries other than those supplied by the MeECL is an offence and the Franchisee is liable to be persecuted under the relevant provision of IPC / CrPC.
Amended	The franchisee shall deposit the revenue	The franchisee shall deposit the revenue

<p>clause 15.1</p>	<p>collection amount to the AEE (Revenue) on or before the 25th of every month, along with one copy of Monthly Consumer Ledger (ANNEXURE E). In case the 25th is a holiday, the Franchisee shall deposit the amount on the next working day</p>	<p>collected in the office of the AEE (Revenue) within five days from the due date.</p>
<p>Amended clause 17</p>	<p>Responsibility of realization of arrears dues of consumers on the handing over to the franchisee shall lie with MeECL. Separate bill of the arrear dues against each individual consumer shall be prepared by concerned sub division and handed over to the franchisee for serving to the consumers. The consumer shall have to make payment of the arrears dues directly to MeECL, for which MeECL shall issue receipt to the consumer against such payments.</p>	<p>17.1 The bill shall include all arrears due from consumer, along with the current bill amount. 17.2 The Franchisee shall be paid a commission of 5 % on the arrear amount collected.</p>

Note – The above Addendum / Corrigendum shall also be incorporated in the Agreement.