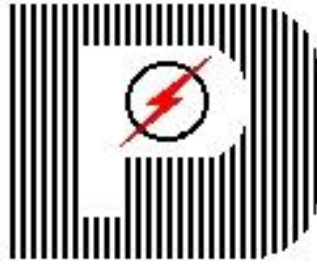


**GOVERNMENT  
OF  
ARUNACHAL PRADESH**



**DEPARTMENT OF POWER**

**EXPRESSION OF INTEREST  
FOR  
FRANCHISEE OF LOHIT DISTRICT**

**NAMSAI ELECTRICAL DIVISION,  
DEPARTMENT OF POWER,  
ARUNACHAL PRADESH**

**Government of Arunachal Pradesh**  
**Office of the Executive Engineer (Electrical)**  
**Namsai Electrical Division, Department of Power**

Phone:- +913806 263269, Fax:- +913806 263268

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**NOTICE FOR “EXPRESSION OF INTEREST “**

The Executive Engineer(Elect.), Namsai Electrical Division, Deptt. of Power, Namsai, Arunachal Pradesh on behalf of the Governor of Arunachal Pradesh notifies for submission of “**Expression of Interest(EOI)**” from interested User’s Association / Organization, NGO or Village Panchayats or Village Co-operative or Individuals to act as Franchisee in Lathao-Solungtoo area of Lohit District under Namsai Electrical Division in Arunachal Pradesh. The interested parties are required to submit their bids in two envelope duly marked as Part-A & Part-B, which shall be opened on the same day.

**Part-A:**

The bidders shall submit their Statement of Qualification(SoQ):-

- i) Certificate from the District Officer (DC/DM)/ District Electricity Committee regarding involvement in any social upliftment programme in the intended franchisee area or in the district or in the State during the last 3(three) years (NGOs & UAs) **or** adequate financial health duly supported by banker’s certificate(Individual Entrepreneurs);
- ii) List of personnel (atleast five) along with their bio-datas proposed to be engaged;
- iii) Undertaking that they would be following and undergoing the training/capacity building programme to be organized by the State utility;
- iv) Experience, if any, in handling funds for developmental programmes sanctioned by the State/Central funding agencies or of similar natures; &
- v) Certificate from the competent authority in the effect that the bidders is a permanent resident of the proposed franchisee area or has been residing in the proposed area for the last 5(five) years.

On the basis of above SoQ, the bidders shall be shortlisted in three categories such as (i) First Successful Bidder, (ii) Standby Bidder & (iii) Waiting Bidder.

**Part-B**

The bidders shall submit their financial proposals:-

- i) Bussiness Plan; &
- ii) Attested copy of PAN card.

The bid of 1<sup>st</sup> successful bidder shall be first open, and in case unsatisfactory proposal or incomplete documents, the bid of Standby Bidder shall be opened and if also fail then the bid of Waiting Bidder shall be opened.

### ***SCOPE OF WORKS:-***

- i) To prepare and maintain data of all premises, domestic and non-domestic consumers showing the connected load of the area including prospective consumers with name and address of the head of the family to whom the service is provided or to be provided and submit the same to the Department for records.
- ii) To maintain consumer ledger as per Department's format and submit copy of the ledger sheet to the concerned Sub-division within first week of every month.
- iii) To create adequate infrastructure for keeping all records as per prescribed format;
- iv) To receive electricity in bulk at one or more points at a Tariff approved by the Competent Authority;
- v) To prepare and serve monthly electricity bill to the consumers;
- vi) To collect revenue monthly from the consumers;
- vii) To attend fuse call, facilitate new service connection and maintain distribution transformers, LT lines, service lines of the consumers' upto the meter.
- viii) To prevent and check unauthorized use of electricity within the notified area of operation;
- ix) To submit regular returns and reports as required by the Department &
- x) To carry out all such works as may be required by the Department for effective revenue collection, reduction of AT&C losses and to provide better service to the consumers.

### ***TARIFF:-***

The Department shall prepare electricity bill to the franchisee @ ` 2.70 /- ( Rupees Two and Seventy Paise) only per unit as approved by the Competent Authority and conveyed vide his letter No.CE(P)/EEZ/RE-50/10-11/5220-21 Dtd. 30/03/2011.

### ***SECURITY DEPOSIT:-***

The successful bidder has to deposit a sum of ` 8,83,878/- (Rupees Eight Lakhs Eighty Three Thousand Eight Hundred and Seventy Eight ) only as a security deposit before entering into agreement with the Department.

Executive Engineer (E)  
Namsai Elect. Division,  
Deptt.of Power,Namsai

AGREEMENT

(To be executed in Non-Judicial Stamp Paper)

This agreement is entered into on the \_\_\_\_\_ of \_\_\_\_\_ between the Executive Engineer, Department of Power, On behalf of the Governor of Arunachal Pradesh, herein after termed as “Department” which expression shall unless repugnant to the context or meaning thereof include its successor and assigns as the party of the First Part.

AND

M/S/Shri/MS \_\_\_\_\_  
\_\_\_\_\_ with their head office at \_\_\_\_\_

To be hereafter termed as “FRANCHISEE” which expression shall unless repugnant to the context and meaning thereof includes its successor and assigns of the party of the second party (“Department” and FRANCHISEE as above have agreed for supply of electricity to the designated area name \_\_\_\_\_ to \_\_\_\_\_ located at \_\_\_\_\_ under \_\_\_\_\_ Sub-Division of \_\_\_\_\_ in the district of Arunachal Pradesh.

**WHEREAS** “Department” is desirous of getting the job of revenue billing and realization from persons/parties/consumers using electricity from its source to be carried out through the “Franchisee” in the area as defined herein above and annexure-II to agreement.

AND

**WHEREAS** the “Franchisee” is prepared to carry out the said job of monthly revenue billing and realization in the designated area on behalf of “Department”

AND

**WHEREAS** “Department” and “Franchisee” have agreed for the tariff and the other charges and rebate to the franchisee as has been brought out in this agreement. Now therefore, it is hereby agreed between the parties as under.

1. DEFINITION :-

The following words and expressions shall have the meanings assigned to them except where the context so required.

- i) **FRANCHISEE** shall mean any person or group of persons, users association etc. designated to carry out the job monthly revenue billing and realization in the specified area.
- ii) **AGREEMENT** shall mean the agreement, entered into between the “Department” and the “Franchisee”
- iii) **AREA** shall mean the proposed assigned area in which the franchisee is to operate and carry out the functions described in the Agreement.

- iv) **DEPARTMENT** shall mean Department of Power which term shall include their successors and permitted assigns.
- v) **OFFICER** shall mean an officer nominated by the “Department” to deal on his behalf with the Franchisee.

Words imparting singular shall also include plural and vice versa where the context so requires.

**2. Scope and Extent of the contract :-**

The agreement shall have the scope as defined in the ‘Franchisee Scheme with decentralized single point power supply system’ The extent of this contract shall be limited to the area assigned to the franchisee as per Schedule to be annexed as Annexure-II to this agreement which shall consist of the name of the feeders, numbers of consumers, their categories and connected load sub-total of categories and grand total worked out and duly seen, checked and signed by a committee consisting of both the parties of (‘Department’) and the franchisee.

**3. Tariff :-**

The Franchisee shall be entitled to collect the revenue from the consumers as per prevailing tariff of the Department.

**4. Meter Reading :-**

The reading of energy meter shall be taken monthly and reading so taken shall be conclusive and binding on both, the franchisee and the “Department” The meters shall be jointly read on monthly basis by representative of the franchisee. In case the meter is found defective the average record of consumption for the previous three month or last year’s consumption for the similar period whichever is higher shall be taken into account for billing purpose.

**5. Terms of Agreement :**

This agreement shall come into effect from the date of execution of the agreement and shall remain in force for a period of two years in the first instance and thereafter extendable by mutual consent. The Franchisee and the “Department” shall initiate negotiation for extension of this agreement six months prior to the expiry of this agreement. However, provision of this agreement shall continue to be in force until the time the Franchisee in forms in writing for extension or termination of the agreement. Neither this agreement nor any interest herein shall be transferred or assigned by the franchisee in any manner whatsoever with out the previous consent in writing of the department of Power.

**6. Termination of the Agreement :-**

The DEPARTMENT may revoke or terminate this agreement in the following cases.

1. When the franchisee commits willful and unreasonable breach of contract in terms of this agreement.
2. When the franchisee fails to deposit or furnish bills timely.
3. The Agreement can however be terminated by either parties by giving two months notice. Franchisee shall indemnify Department against any claims, demand, cost and expenses whatsoever which may be against it, because of the failure of the franchisee or its representative in the performance of their duties.

**7. Roll Back Arrangement :-**

In the event of the failure of the Franchisee to fulfill its obligation, duties and responsibilities as per the terms. Department shall alias have the right, at any time to resort to buy back arrangement. Under this plan, Department shall take charge after giving suitable notice and recover the losses from the security deposit, suffered due to such failure. If the security deposit is insufficient, the franchisee shall pay the difference to Department failing which Department shall have right to recover the dues through legal or other means. The Department shall have the right in such circumstances to manage the system itself or sublet to any other agency, as it may deem fit without prejudice to the foregoing right to the franchisees.

**8. Governing Law and Jurisdiction :-**

The Governing Central and the State Laws shall be applicable and binding only appropriate commission or court established under Electricity Act 2003 in the State of Arunachal Pradesh shall have exclusive jurisdiction to deal with any matter arising out of the agreement.

**9. Dispute Arbitration :-**

Dispute under this agreement shall be solved through mutual discussion. Failure to do so, the disputes shall be referred to an arbitrator as per Arbitration and Conciliation Act 1996. The Arbitrator shall be appointed by the Chief Engineer (P) as mutually agreed upon and arbitration award shall be binding on both the parties. The parties of the agreement shall continue to fulfill their obligations under the agreement during arbitration proceedings and no payment shall be withheld on this account unless it is a subject matter of dispute. For disposal of disputes between the franchisee and the consumers, concerned Assistant Engineer (E), Department of Power will be the authority to adjudicate as an arbitrator and the concerned Executive Engineer will be the appellate arbitrator.

**10. Force Majeure :-**

Force Majeure means any of the events or circumstances if such events are beyond the reasonable direct or indirect control and without the fault or negligence of the party claiming force majeure and which result in such parties inability notwithstanding its reasonable best efforts, to perform its obligation in whole or its part in that event either parts is rendered ineffective/disabled in performances of the contract entered into by reason of an event of force majeure in effect after the date thereof to perform wholly or in parts, any obligation imposed upon it then upon such party's giving prompt notice, the obligations of such party shall be suspended or excused to the extent affected by such event of force majeure.

In Witness thereof the parties have executed these present on the \_\_\_\_\_ day of \_\_\_\_\_ through representative at \_\_\_\_\_.

On Behalf of the  
Governor of Arunachal Pradesh

On Behalf of the Agency

Witness :-

Witness :-

1.

1.

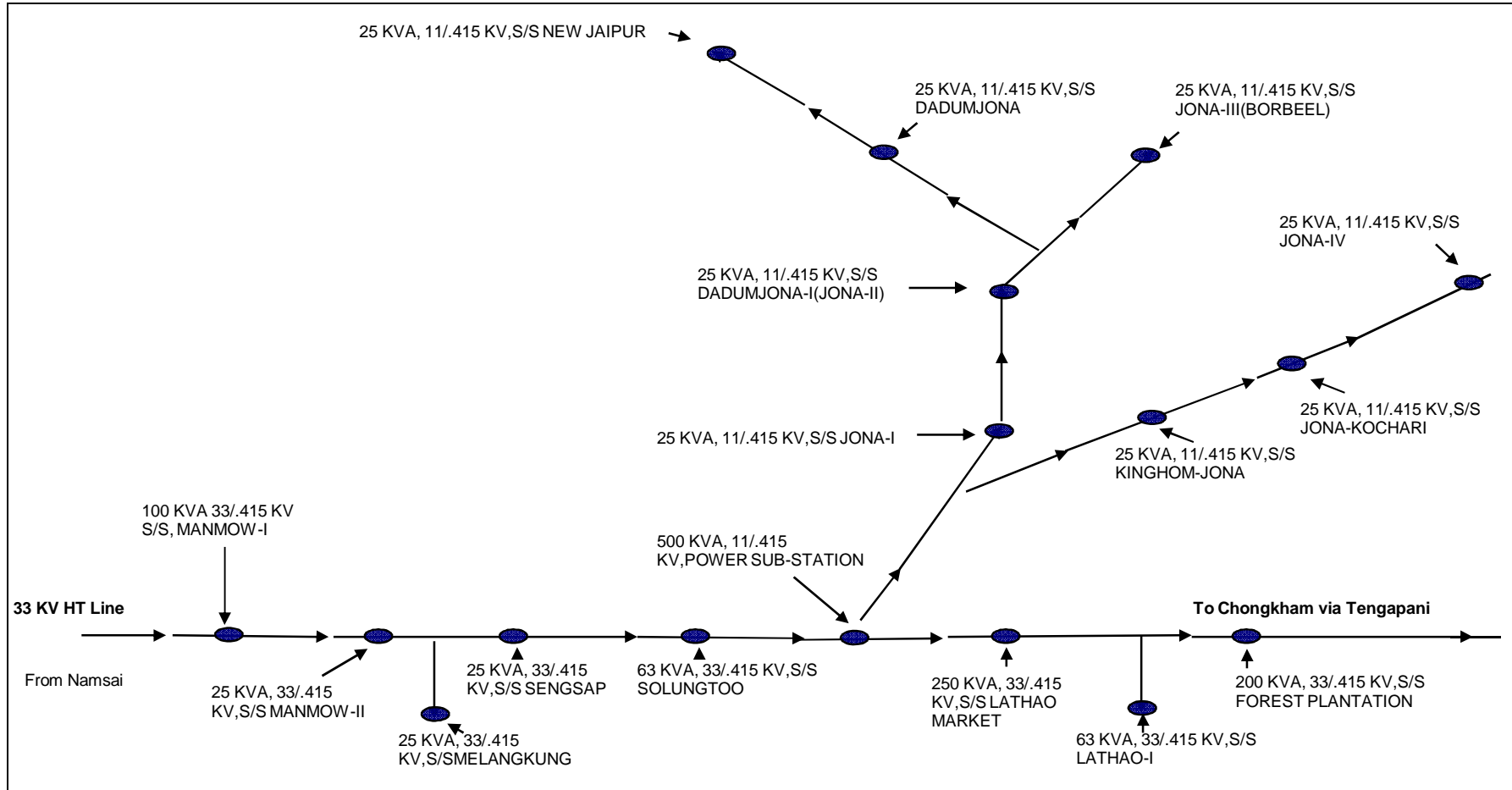
2.

2.

**CATEGORYWISE CONSUMER LIST FOR RGGVY FRANCHISEE SCHEME under Lathao-I-Solungtoo area.**

Sl.No	Name of designated area	CATEGORYWISE CONSUMER NUMBERS								Total Connected Load (In KW)	Remarks.
		Non-Commercial		Commercial	Water Supply	Agriculture	Industries	Non-Residential	Total No. of Consumers		
		BPL	Others								
1	2	3	4	5	6	7	8	9	10	11	12
1	Manmow	14	68	2	1		1	2	88	81	
2	Sengsap	25	18	1				1	45	18	
3	Solungtoo	15	42				1	1	59	120	
4	Melangkung	30	3						33	10	
5	Lathao-I & II	59	100	12	1			8	180	130	
6	Lathao Plantation	5	74					1	80	70	
7	Jona-I	19	34				1	2	56	126	
8	Jona-II	9	7						16	8	
9	Jona-III	11	21						32	10	
10	Jona-IV	16	22						38	12	
11	Kinghom Jona	14	2						16	5	
12	New Jaipur	4	15						19	7	
13	Dadum Jona	9	8						17	8	
14	Jona Kochari	14	49						63	20	
<b>Total</b>		<b>244</b>	<b>463</b>	<b>15</b>	<b>2</b>		<b>3</b>	<b>15</b>	<b>742</b>	<b>625</b>	

**POWER MAP FOR OPERATION OF FRANCHISEE AT LATHAO AREA UNDER NAMSAI ELECTRICAL SUB-DIVISION**



Assistant Engineer (E)  
Namsai Elect.Sub-Divn.,  
Deptt., of Power, Namsai

Executive Engineer (E)  
Namsai Elect.Division,  
Deptt, of Power, Namsai