

HP State Electricity Board

Service name: Electricity bill payment

Proposed Operating Procedure

- a. The citizen will come to the LMK with his electricity bill.
- b. The LMK operator will collect the billed amount from the citizen and punch in the data of bill parameters on SCA portal.
- c. LMK operator will issue a receipt for the payment of bill.
- d. The money collected though will be transferred from online credit limit account maintained with the SCA to their central office.
- e. The SCA will deposit the money collected within 24 hours to the designated bank account of the Electricity Board along with head wise details of money collected from various subdivisions.
- f. The SCA will submit the bill collection details generated from their software application at the concerned sub-division office of the Board through their teams deployed at District and Block levels within 48 hours.
- g. Part payment of bills, payment after due date and payment on the last working day of month will not be collected at the Lok Mitra Kendra.

Service Charges

- a. The transaction charges to be paid by HPSEB to the SCA will be 1% of the total bill amount subject to a maximum of limit of Rs.2.50 per bill. The rates for commercial bills have been fixed as Rs. 2.50 per bill.
- b. The SCA will deposit the full bill amount collected to the designated account of the board and shall claim transaction charges separately by raising separate bills which shall be paid accordingly.
- c. The above transaction charges are inclusive of all taxes including service tax.

HIGHLIGHTS OF AGREEMENT SIGNED BETWEEN SCA AND HPSEB ARE AS UNDER:

1. SCA shall provide the energy bill payment collection in rural areas in respect of L&MV consumers of HPSEB through the Common Services Center (Lok Mitra) allowing rural consumers of the specified area of HPSEB to avail the benefits of such services. The manner and mechanism along with the terms and conditions of HPSEB electric energy bill payment collection services is set out below:
 - 1.1 One particular CSC of SCA shall collect payment against electricity bill raised by only particular Group Electric Supply Sector Office as specified by the HPSEB. /J,Ifthe 2070 CSCs as apportioned per the MSA document signed between 2nd party and 3ra Party will be uniquely mapped to each Sub Division Office before the start of the HPSEB service roll out at these CSCs. That CSC of SCA shall not collect electricity bill of any other Electric Supply in case such collection is made. it wiJlbe treated as an unauthorized collection.
 - 1.2 No service charge will be paid against any unauthorized collection. This shall not relieve the SCA to face other penal actions as applicable and snail be treated as a breach of contract. However, if unauthorized collection occurs inadvertently, the SCA shall deposit the amount to the concerned Divisional unit immediately but within the allowable time limited.
2. On receipt of electricity bill from the consumers SCA shall scrutinize the bill(s) in respect of all particulars regarding the consumer of respective Sub Divisions. Thereafter the payment will be received upon verification of the amount indicated in the bill! bills. The exact amount of payment will be collected.
3. SCA shall accept the payment made by the consumer in favour of HPSEB in cash only within due date, in no case payment shall be received beyond due date. No payment is to be received on the last working day of the month. The SCA or its representatives will not collect any part payment.
4. Money Receipt will be issued by SCA on behalf of HPSEB as per Format specified by HPSEB. The contents of the receipt shall be approved by HPSEB. And cost of money receipt shall have to be borne by the SCA. No thermal receipts will be acceptable.
5. The CSC of SCA will remain open for cash collection and follow the minimum schedule hours and the timing of operation shall be as under:

Week Days	09:00 hours to 18.00 hours
Sunday	09.30 hours to 13.30 hours

However, the SCA may extend the time period of such collection hours beyond the scheduled hours and also on Sundays and holidays if they so desire without any scope of additional service' charge from HPSEB or from the consumer.

6. Any Officer or personnel authorized by HPSEB shall be entitled to have access into the energy bill collection center of SCA during the period of collection.
7. The SCA shall issue machine generated receipts having consecutive serial number (SCA specific) only and the bill data shall be validated from database. Such database shall be populated by the SCA on the basis of validation data provided by HPSEB from time to time. through Floppy/CD/Pen-drive. In case of cancellation of receipts, the detail of such cancelled receipts will be included in the list of total collection.
8. The SCA will be paid 1% of the bill amount collected subject to a maximum limit of Rs.2.50/- (Two Rupees fifty Paise) per energy bill collected for domestic connection. In case of commercial connection the SCA will be paid Rs.2.50/- (Two Rupees fifty Paise) per energy bill collected. Above transaction charge is inclusive of all expenditures to be borne by the SCA. Transaction means the number of money receipt(s) issued by the SCA for collection of electric energy bill. The above transaction charge is also inclusive of all taxes and duties (irrespective of any change in tax structure).
9. The SCA shall consolidate the total amount due to be paid to the HPSEB by means of electric energy bill collection from all the CSC in its jurisdiction and deposit the full amount of collection of energy bills due in the specified account of HPSEB within 24 hours at a central place and shall claim transaction charges separately by raising separate bills which shall paid accordingly.
10. Data and statement (CCR) against collection amount (including details of cash) shall have to be submitted at the respective Subdivision within 48 (Forty-eight) hours. Maximum of 24 (Twenty four) hours will be allowed for deposition of collected amount to the HPSEB Bank account to be reckoned from 15.30 hrs. (Weekdays) and 12.30 hrs (Saturday) of the date of collection. This period excludes all Bank holidays and Sundays.
11. The SCA will prepare daily collection report-cum-advice as well as consolidated report in Performa-AA in triplicate and two copies of the same shall have to be sent to the concerned Sub Divisional office of HPSEB within 48 Hours. This Performa AA shall be submitted electronically along with hard copies in the event there is no collection in a particular day. Submission of the daily collection report shall have to be made as "NIL COLLECTION"
12. Web based MIS with username and password shall be made available in respect of each Sub-Division, Division, Circle, Zone and Head Office (F&A Wing and Management separately). MIS formats Will be mutually agreed at the time of actual implementation.

13. A Liquidated damage equivalent to 20% of the total amount due will be imposed against default on deposit of collected money or data to the HPSEB and in line with the provisions laid down in the MSA clause 4.1 (c). However, such damages will not be applicable under the force majeure conditions.
 - 13.1 It is mandatory that collected money and data (both electronic and hard copy) are deposited simultaneously to the concerned unit. However, if anyone of the above (Collected amount or data) is deposited on a later date than the corresponding data / amount, then such later date shall be treated as date of deposition for all purposes and liquidated damage shall be calculated on the basis of collection amount involved in the said transactions.
 - 13.2 In case of continued default beyond three days from the scheduled date of deposition i.e. 72 working hours from collection day, action towards invocation of Performance Bank Guarantee (already submitted to Department of Information Technology as per the guidelines of MSA) may be taken.
 - 13.3 Continued default beyond above deadline as indicated in clause 13.2 or in case of more than two defaults in a month, the matter shall be treated as a breach of contract and action shall be taken accordingly.
14. The SCA shall participate in reconciliation of account on quarterly basis with the concerned Sub Divisional Office of the HPSEB.
15. A hard copy and electronic version (Floppy! CD! Pen drive etc.) of collection report as per Format: "AA" will be submitted by the collecting CSC! SCA to Sub-Divisional office daily.
16. The SCA shall identify and empower one responsible person duly authorized from their end that will act as Nodal Officer as well as at the state level and will maintain liaison with the HPSEB Nodal office for all related issues.
17. All software, hardware, connectivity, peripherals, consumables etc. which is the key platform to provide this service are to be provided by the SCA itself at their own cost.
18. A Counter No (specific 10 No. for each CSC) shall be allotted by HPSEB to all the CSCs for collection of energy bill. The SCA shall not use any other Counter No. for collection of electric energy bill of the HPSEB. The collection office code shall be applicable for each of the CSC operated by the CSC for the purpose of collection of HPSEB electric energy bills.
19. Payment of energy bill through this model is purely optional to the consumers of HPSEB.
20. A monthly meeting at Divisional office level and a quarterly meeting at state HQ level among all the parties shall be organized with at least prior notice of seven working days for better co-ordination and monitoring.

21. Besides application of penal measure against SCA by HPSEB, the SDA will be responsible to take necessary action to mitigate problems/ disputes arising out of any lapse on the part of the SCA. Resolution of all disagreements between the 1st and 2nd parties of this agreement will be through mutual discussion. Escalation of disagreements would be through arbitration as per the Indian Arbitration and Conciliation Act 1996 (Ref clause 24 below), and thereafter if necessary either of the party could approach the court of law for resolutions of such disagreements
22. All disputes arising out of and in relation to this agreement shall be subject to the jurisdiction of the courts at Shimla above.
23. Except where otherwise provided in the contract, all questions and disputes arising out of or relating to the contract shall be referred to the Sole arbitrator Le. Chairman HPSEB on his nominee.
 - 23.1 It will be no objection to any such appointment that the Arbitrator, so - appointed is Govt. Board servant who had to deal with matters to which the contract relates to and that in the course of the duties as Govt./Board's servant, he has expressed his views on all or any of the matters in dispute or difference. In case, the Arbitrator to whom dispute/difference, so referred, is unable to function as such at any stage for any reasons, whatsoever or his award being set aside by the court for any other reason, the other Arbitrator, shall be appointed by the HPSEB. Such Arbitrator shall be entitled to proceed with the reference from the stage at which it had been left by his predecessor or to conduct the proceedings afresh as he may deem fit or as the case may be
 - 23.2 Party invoking arbitration shall specify the dispute(s) to be referred to the arbitration under this clause together with the amounts(s) claimed in respect of each dispute. If work under the contract has not been completed when a dispute or any matter what-so-ever is referred to arbitration, the contractor shall not be entitled to suspend such work to which the dispute relates and payment to the contractor shall be continued to be made in terms of the contract.
 - 23.3 It is also a term of the contract that if the contractor(s) omiUneglect to prefer any claim(s) in writing within.30 (thirty) days of the date on which the dispute first arises during the execution of the work for which such dispute is sought to be raised or date of intimation of the preparation of the bill therefore, whichever is earlier, the claim of the contractor will be deemed to have been waived and absolutely barred and the HPSEB shall be discharged and released of all the liabilities under the contract in respect of such claim(s). Likewise all dispute(s) referred to above shall be preferred as provided above within 30 (thirty) days of execution of work(s) otherwise all claim(s) by the HPSEB, the contractor shall within .10 days after receiving intimation in writing of such decision shall give notice in writing to the HPSEB requesting the dispute(s) may be referred for arbitration. In all cases referred for arbitration, the Arbitrator shall assign reasons under all

circumstances on which the decision is based. The decision of the Arbitrator shall be conclusive, final and binding on the parties.

23.4 Subject to the provisions of the contract to the contrary as aforesaid, the provisions of the "Arbitration and conciliation Act, 1996 or any statutory modification of re-enactment thereof and the rules made there under and for the time being in force shall apply to all arbitration proceedings under this clause".

24. The HPSEB may request the DIT to encash the said Bank Guarantee equivalent to amount due, in case of the default as per clause 13. In 'such case the SCA shall furnish additional BG as required to cover the shortfall in BG within 15 days of notice.

25. HPSEB shall not be liable to invoke the Performance Bank Guarantee in case the default has occurred due to the defects, problems or failures caused by HPSEB's non-performance of the obligations essential to the SCA's performance of its obligations and or defects, problems or failures caused by an event of Force Majeure.

26. **Force Majeure:** Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfillment or performance of any terms and conditions of this agreement is delayed or prevented by revolution, civil disorders, wars, acts of enemies, strikes, lack of available resources from persons other than parties to this Agreement, electrical equipment or availability failure, fires, floods, rains, snow, ice, acts of gods, federal, state or municipal action, statute, ordinance, or regulation or without limiting the foregoing, any other causes not within its control and which by the exercise for reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use reasonable efforts to minimize the impact of such event.

27. The collection centers of the SCA shall have adequate covered space for the consumers to protect them from sun and rain etc. and shall have some provisions for their sitting drinking water. Fan etc.

28. TERMINATION:

28.1 Either party with the consent of the other party shall have liberty to terminate this Agreement at any time by giving one Calendar month's notice.

28.2 **HPSEB'S DEFAULT:** The agreement is liable to be terminated by SCA, should HPSEB default in the payment of any sum of money hereunder or default in the performance of any of its other material obligations under this agreement and fail to cure such default within 15 days following notice thereof from SCA.

28.3 **SCA's DEFAULT:** The agreement is liable to be terminated by HPSEB in the event SCA defaults in the payment of any sum of money hereunder or default in the performance of any of its other material obligations under this agreement and fail to cure such default within 15 days following notice

thereof from the termination agreement on account of default of payment shall not affect the rights of HPSEB to recover liquidated damages.

29. A list of activities of such mode of collection to be rendered by the SCA at different collection centers shall have to be displayed clearly in English and Hindi.
30. A list of non-disclosure items as mentioned in the MSA (as indicated in the Confidentiality issues) shall be part of the agreement
31. The issues not covered under this agreement will be guided by the MSA dated 20th August 2008 mentioned and detailed earlier in Section E of this Agreement.
32. Notwithstanding what stated elsewhere in this agreement, all technical areas shall be guided by the document marked **Annexure C** (Detailed Scope of work and Service Level Metrics) which shall be treated as a part of this agreement.
33. Compliance of relevant clause of the Electricity Act, 2003 vis-a-vis notification of HPSEB and their amendment if any will be treated as a part of this Agreement. Additional expenditure (if any) for such compliance, shall be borne by SCA.