



# JHARKHAND BIJLI VITRAN NIGAM LIMITED

(CIN: U40108JH2013SGC001702)

Regd. Office: Engineering Building, H.E.C., Dhurwa, Ranchi-834004,

Email:-gmrevenue2022@gmail.com, Telephone:-0651-2400826 & Fax:-0651-2400799

Letter No. ....

File No. CE[C&R]/Rev./2457/2020/P-II

Date.....

From,

M.M.Singh

General Manager (Revenue)

To,

M/s Emdee Digitronics Private Limited

5B Saraswati Apartment ,114/1

Golaghata Road,

Kolkata-700048

**Sub: Regarding termination of the contract between Jharkhand Bijli Vitran Nigam Limited and M/s Emdee Digitronics Private Limited for the work of Engaging and Managing Urja Mitra for operationalization of Android based Smart Photo Spot Energy Billing and Collection System at Electric Supply Area, Dhanbad & Giridih.**

- Ref:-
1. Your letter no. EDPL/JH/23-24/005 dt. 27.05.2023
  2. Your letter no. EDPL/JH/23-24/002 dt. 26.04.2023
  3. Your letter no. EDPL/JH/23-24/001 dt. 20.04.2023
  4. This office letter no. 318 dt. 13.04.2023
  5. GM Cum Chief Engineer ESA, Dhanbad letter no-527 dated-01/03/2023
  6. GM (Revenue) JBVNL letter no- 1476 dated-30/09/2022
  7. GM Cum Chief Engineer ESA, Dhanbad letter no-2380 dated-13/12/2022
  8. GM Cum Chief Engineer ESA, Dhanbad letter no-354 dated-10/02/2023
  9. ESD Dhanbad letter No-259 dated-08/02/2023
  10. ESD Nirsa letter No-275 dated-03/02/2023
  11. ESE, ESC Dhanbad letter No-2103, dated-24/11/2022
  12. ESE, ESC Deoghar letter No-1780, dated-24/11/2022
  13. ESE, ESC Deoghar letter No-1462, dated-24/09/2022
  14. ESE, ESC Deoghar letter No-712, dated-23/05/2022
  15. ESE, ESC Deoghar letter No-500, dated-06/04/2022
  16. ESE, ESC Deoghar letter No-160, dated-25/01/2023
  17. Work Order No. 08 dt. 07.09.2021
  18. Work Order No. 09 dt. 07.09.2021
  19. NIT No. 16/PR/JBVNL/2020-21

Sir,

With reference to the above noted subject, an analysis of % billing coverage and % billing efficiency of M/s Emdee Digitronics Pvt Ltd was carried out by the company and it was found that both the parameters were not satisfactory as per the terms and conditions of the contract agreement, executed with JBVNL for Electric Supply Area Dhanbad and Giridih. Review of % billing coverage as well as Efficiency of last six month is as follows: -

| Month   | Dhanbad                    |                              | Giridih                    |                              |
|---------|----------------------------|------------------------------|----------------------------|------------------------------|
|         | Billing Coverage<br>(in %) | Billing Efficiency<br>(in %) | Billing Coverage<br>(in %) | Billing Efficiency<br>(in %) |
| June-22 | 86%                        | 86%                          | 75%                        | 69%                          |
| July-22 | 88%                        | 64%                          | 78%                        | 40%                          |
| Aug-22  | 89%                        | 41%                          | 44%                        | 48%                          |
| Sep-22  | 90%                        | 46%                          | 38%                        | 47%                          |
| Oct-22  | 69%                        | 44%                          | 43%                        | 52%                          |
| Nov-22  | 70%                        | 54%                          | 49%                        | 63%                          |
| Dec-22  | 73.7%                      | 62%                          | 64.3%                      | 69%                          |



The above-mentioned billing coverage and efficiency is a clear violation of the terms and condition of the contract and as per clause no. 40.7 (a) i.e., termination on account of poor billing efficiency falling below 75% as the minimum benchmark get automatically attracted.

Further, it is to inform that following non-compliances/breach of contractual terms were observed during performance review of the work:-

1. It has been observed that your billing agency has failed to maintain adequate Urja Mitra in the designated area. This is again a clear violation of the clause no. 40.7 (b) i.e., termination on account of continuous non-performance.
2. It has been informed by the UM of Dhanbad and Chas circle that no compatible android based smart mobiles suitable for monthly reading and billing of all consumers as per required quantity to each Urja Mitra, was provided to UM so far and UM are using their own mobile for billing purpose. As per the clause 4.2.1(a) and (d) of the agreement "Agency shall supply compatible android based smart mobiles and printers to Urja Mitra for billing and also maintain an inventory of spare devices to the extent of at least 10% of the total devices deployed". In this regard, EEE/ESD (S)/Loyabad has informed vide his letter No. 1468 dated 29.11.22 that due to shortage of printer and frequent breakdown of poor quality of printers, UMs were unable to generate electricity bills and deliver the same to consumers on due time
3. It has also been informed by EEE/ESD (S)/Loyabad vide letter no 1470 dated 29.11.22 that due to delay in payment to UMs, the said clause is directly violating, and it effects the energy billing performance which causes loss/block of revenue of JBVNL.
4. It has also been informed by EEE/ESD (S)/Loyabad vide letter No. 1468 dated 29.11.22 that as per the clause 4.6(b) of the agreement revenue ledgers are not being provided to the Electric Supply Division offices on time.

As such, the negligence of the assigned work has resulted in laxity in regular billing operation, suffering of the consumers who were not been served with the electricity bills and huge revenue loss to JBVNL. Further, this has also violated the guidelines, codes and rules issued by Hon'ble JSERC to serve electricity bill to all the consumer on monthly basis.

JBVNL had informed, from time to time through various communication, about the deteriorating performance, however, no significant improvement was noticed despite all opportunities.

In line with the above and the fact that agency failed to perform the desired tasks as per the scope of work, it was informed vide letter no. 318 dt. 13.04.2023 regarding the non-performance and directed to comply work order clause no.32.3 (i.e., Consequences of Termination) and 32.5 (handing Over on Termination) for smooth closer of the contract.

Further, notice was also served regarding forfeiture of following Security Deposit and Performance Bank Guarantee in line with clause no.- 12 of the work order, in case of failure in providing acceptable quality of services, details of which are as below:

**Security Deposit:**

- Rs. 29,50,000/- deposited vide DD No. 113826, which is acknowledged by JBVNL vide Receipt No. JBVNL873 dt. 14.10.2020 and
- Rs 1,66,14,305 (sum of RTGS Trf of Rs.89,17,545/- and Rs. 76,56,760/-) deposited through RTGS transfer and acknowledged by JBVNL vide money receipt No. JBVNL2001 dated 07/07/2021 total amounting to Rs 1,95,64,305/- (i.e., 5% of the contract value for three years)

**Performance Bank Guarantee:**

- Rs. 89,17,545/- deposited vide BG No. OGT0305210056763 and Rs. 1,06,46,760/- deposited vide BG No. OGT0305210056777 total amounting to Rs.1,95,64,305/- (i.e., 5% of the contract value for three years).

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However, the reply received from your end against the notice of termination is not found satisfactory by JBVNL.

With respect to the issue of non-payment of your invoices, it is to record that payments were done as per the contract, as of when the invoices were raised by you. It is also to be highlighted that there is a delay in the submission of invoices from your end and after June-2022 no invoices were submitted from your end to JBVNL.

Further, in your reply through letter No 001 dated 20.04.23, it has been submitted that due to the billing software problem, your performance was affected, whereas other billing agencies in JBVNL had no issue with the billing software and billing activities were running without any hurdles and such issues were never escalated to the JBVNL through proper channel before and thus bringing such thing on record at this stage is apparently done with a motive to avoid coercive action from the end of JBVNL.

It is also to record that through letter no-005 dated 27th May 2023, the service contract for the spot billing job of the Dhanbad and Giridih, Electric Supply Area has been withdrawn by you effective from 27/05/2023 without submitting the exit plan to JBVNL, as per contract clause no 34.3, which again indicate that your company is attempting to create chaos in the flow of billing work, which actually resulted in huge loss of revenue to the JBVNL.

**Considering the fact that you have failed to provide acceptable quality of services as per contract, the JBVNL hereby terminates the contract executed against NIT No.16/PR/JBVNL/2020-21 and forfeiting deposited Security Deposit and Performance Bank Guarantee, with immediate effect, without prejudice of other consequence action as per Terms and Conditions of NIT and Work Order.**

Yours faithfully,

Sd/-

(M.M.Singh)

General Manager (Revenue)

Memo. ....1491.....

Dated .....13-11-2023.....

Copy forwarded to Manager (F&A), ESC, Dhanbad/Chas/Giridih/Deoghar/ DGM (T), ESC, Dhanbad/Chas/Giridih/Deoghar / GM (T), ESA Dhanbad/Giridih for kind information with a request to submit status of payment of M/s Emdee Digitronics Pvt. Ltd..

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(M.M.Singh)

General Manager (Revenue)