

GOVERNMENT OF PUDUCHERRY
ELECTRICITY DEPARTMENT
HIGH TENSION (H.T) POWER SUPPLY AGREEMENT

(Refer to regulation 6.8 of the Joint Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2010 notified in the Gazette of India, dated 19.05.2010 and Gazette of Puducherry, Gazette.No.44/Dt.17.8.2010)

THIS AGREEMENT made this (day) day of (month and year) , at Puducherry, between the President of India, represented by the Superintending Engineer-I, Electricity Department, Puducherry, the deemed licensee under the administration of the Government of the Union Territory of Puducherry, for distribution of electricity within the Union Territory of Puducherry (hereinafter called as "The Licensee" which expression shall unless excluded by or repugnant to the context, include his/ her successors in office and permitted assigns) of the one part

AND Mr/Mrs (authorised person) son/daughter/wife of (name of father/husband) representing M/s (Proposed HT service name) situated at (location of HT service) in his/her capacity as (designation of authorised person) (hereinafter called as the 'CONSUMER' which expression shall unless excluded by or repugnant to the context include his/her/its heirs, executors, administrators, successors or permitted assigns) of the other part.

WHEREAS the consumer has submitted an application with the licensee to supply electrical energy in bulk for a maximum demand of (demand) KVA at (voltage) KV at the premises as fully specified in the schedule to this agreement for the purpose of lighting, air-conditioning, heating, motive power and other essential purposes as are indicated in the application and the licensee has agreed to afford such supply to the consumer subject to the consumer fulfilling the provisions contained in the Electricity Act 2003, the Terms and Conditions as are specified and as are applicable under the respective regulations notified by the Central Electricity Authority and the Joint Electricity Regulatory Commission for the state of Goa and the Union Territories and those Terms and Conditions specified hereunder.

Now it is hereby declared and agreed as follows:

1.0 Conformity of act and regulations

1.1 This agreement shall be read and construed in all respects in conformity with the provisions of the Electricity Act, 2003, regulations, tariff orders and terms and conditions of supply of electricity framed and issued there under and in force from time to time as far as the same may respectively be applicable and all such provisions shall prevail in case of any conflict or inconsistency between them and the terms of this agreement.

2.0 System of supply

2.1 In accordance with regulation 2.1 (2) of the Joint Electricity Regulatory Commission (Electricity Supply Code) Regulation 2010, the licensee shall extend the bulk power supply to the consumer at (voltage) KV at the point of supply in the consumer's premises as defined hereunder.

3.0 Feeding arrangement

3.1 The HT power supply to the intending consumer shall normally be extended from the nearest 11/ 22/ 33 KV feeder emanating from the nearest EHV Sub-Station that feeds power supply to that area wherein other category of consumers are also serviced. The power supply to that feeder or to that consumer's HT service connection shall be subjected to restriction and regulation in accordance with the grid conditions from time to time and such restrictions and regulations imposed on that feeder shall also be applicable to the consumer's HT service connection.

4.0 Point of supply

4.1 Supply shall be extended at a single point in the premises of the consumer, at the outgoing terminal of the switch or control switchgear of the department's metering structure or panel that shall be installed in the consumer's premises as agreed mutually upon between the licensee and the consumer.

4.2 The point of supply shall be determined in such a way that the meters and other equipments of the licensee are always easily accessible to the licensee without

obstruction, for the purposes of testing, metering, inspection and other purposes as are required from time to time. For this purpose, the consumer agrees to provide an open space / land of sufficient size as required by the licensee within the consumer's premises facing a public road with a separate entry provision to the licensee's officials / staff and separate physical partition from the consumer's switching yard, free of cost to the licensee for erecting the licensee's HT electrical installation including distribution main/ feeding/ point of supply/ control/ switching/ metering arrangements for the purpose of extending HT power supply to the consumer.

4.3 The licensee shall without any further permission or authority from the consumer, utilize the above open space / land within the consumer's premises for bringing in directly not only the cables or overhead lines from the licensee's system for servicing the consumer, but also cables or overhead line connecting licensee's other consumers and the licensee shall install all requisite switchgears and connections thereto on the above premises to extend power supply to such other consumers in the same or other premises through the cables and terminals situated on the consumer's premises, provided supply to the consumer in the opinion of the licensee is not thereby affected.

4.4 The point of supply and the open space / land within the consumer's premises shall at all times be under the control and usage of the licensee until the consumer discontinues usage of power supply and terminates the agreement and the licensee's electrical installations installed within the said open space / land within the consumer's premises are dismantled and removed.

5.0 Change in Contracted maximum demand, connected load or ownership

5.1 The Licensee shall supply and the consumer shall take from the Licensee, bulk power supply at the specified voltage of (voltage) KV for a maximum demand not exceeding (demand) KVA which herein after called as the "CMD" shall be the contracted maximum demand for the exclusive use of the consumer at the premises and the purpose as specified in the schedule to this agreement. The total connected load of the internal electrical installation of the consumer including all lighting, air-

conditioning and power loads which herein after called as the "TCL" shall not exceed (load) KVA/KW/HP.

5.2 The consumer shall neither effect any change nor exceed the CMD or TCL without the written approval of the licensee. In case the consumer desires to increase or decrease the CMD or TCL, the consumer shall, subject to fulfillment of the specified terms and conditions, make an appropriate application in accordance with the procedure as are laid down by the licensee.

5.3 In case of change in ownership of the firm/company, the new owner shall have to apply for the change of name in the prescribed application along with relevant documents incorporating the name change and sign a fresh agreement with the Licensee.

6.0 Internal electrical installation of the consumer

6.1 All internal electrical installation of the consumer including transformers, switchgears, machinery, equipments, apparatus, switches, electric wires, cables etc installed at the consumer's premises and also those directly connected to the feeders/ lines/ cables/ switches of the licensee shall be of suitable design and shall have sufficient rating for power, insulation and estimated fault current and shall also have sufficient mechanical strength for the duty which they are required to perform and shall be constructed, erected, installed, protected, worked and maintained, to the reasonable satisfaction of the licensee, in such a manner so as to ensure safety of men and materials.

6.2 The ratings of the fuses and setting of the relays on the consumer's control gear as well as the rupturing capacities of such control gear, if any, shall be subject to the approval of the licensee; and

6.3 All electrical wiring at the consumer's premises shall be carried out in conformity with the Central Electricity Authority (Measures relating to safety and Electric supply) Regulations 2010 and the materials used for such wiring shall

conform to the relevant specification of the BIS or its equivalent. Wherever applicable, the materials used shall bear ISI mark.

6.4 All HT/ LT internal electrical installation works including addition/ alteration/ modification/ replacement/ reduction/ removal/ shifting of HT/ LT wiring/ cables/ switches/ machinery/ equipment/ apparatus etc excluding replacement of fused bulbs shall be carried out only by or under the supervision of an electrical contractor having a valid grade "A" electrical contractor licensee issued by appropriate licensing authority of Government of Puducherry as required under the Central Electricity Authority (Measures relating to safety and Electric supply) Regulations 2010; and

6.5 The consumer shall submit wherever applicable, the original equipment manufacturer's (OEM) test certificate for all major HT / LT electrical equipments and safety certificate issued by the designated Electrical Inspector about the suitability of commissioning the HT/ LT internal electrical installation of the consumer.

6.6 The consumer shall employ on full-time basis an electrical supervisor certificate holder having a valid grade "A" electrical supervisor certificate issued by the appropriate licensing authority of the Government of Puducherry to supervise the HT/ LT internal electrical installation when the total apparatus capacity/ connected load of the HT/ LT internal electrical installation of the consumer is likely to be 250 KW (335 HP) or more.

7.0 Installation of generator and inverter

7.1 The consumer shall, if required, install and operate generator / inverter in the consumer's premises, generator/ inverter subject to the condition that the generator / inverter shall be used as a standby backup source of power supply in case of failure of the licensee's main supply, and the power supply from the generator/ inverter shall not be injected into the licensee's power system or incorrectly connected to the licensee's power system.

7.2 The consumer shall obtain prior in-principle approval of the licensee before installation of the generator / inverter and shall obtain the regular approval of the Electrical Inspector and the licensee before commissioning the generator / inverter.

8.0 Ownership of the equipment and apparatus

8.1 All HT/ LT electrical installations belonging to the licensee that are installed or proposed to be installed in the consumer's premises including lines, cables, switch control, structures, equipments, metering systems and seals provided therein, shall be and continue to be at all times the property of the licensee, notwithstanding that such electrical installations/ equipments or any part thereof, are fixed or fastened to or embedded, in any part of the consumer's premises, including the open space/ land belonging to the consumer. Such electrical installations of the licensee shall not be handled/ removed/ disturbed/ dealt with in any manner except by the employee of the licensee duly authorized for that purpose.

9.0 Safety of licensee's equipments at consumer's premises

9.1 All the above electrical installations of the licensee within the consumer's premises including the seals which are fixed by the licensee on the licensee's meters / metering equipments, load limiters and other licensee's equipments, shall not be tampered/ damaged/ broken on any account and the consumer shall be fully responsible for its safe custody.

9.2 In the event of any damage by reason of any act, neglect or default of any person/ staff/ contractor of the consumer, the consumer shall pay the entire cost thereof as claimed by the licensee for such damages or for such other loss that the licensee considers fit. If the consumer fails to pay the claim, it shall be treated as a contravention of the supply agreement and the HT power supply shall be disconnected and shall be restored only after the entire cost including the minimum charges as claimed during the period under disconnection and other outstanding dues are paid in full.

10.0 Metering, meter reading and billing

10.1 The electrical energy supplied to the consumer shall be measured and metered at the point of supply for which the licensee shall install appropriate metering arrangements including meters, metering cubicle and metering control structure at the point of supply. All metering arrangements shall be properly maintained and sealed by the licensee and shall not be interfered or tampered with by the consumer.

10.2 The cost of provision of such metering arrangements shall normally be borne by the licensee. However the consumer may provide the metering arrangements, at the cost of the consumer, in accordance with the design, specification and rating as specified by the licensee for that consumer. In such case, the consumer shall not pay any deposit or rent for the meter or metering arrangements and the licensee shall not prefer any such claim either as a one time payment or on monthly basis.

10.3 The meter readings shall be taken by the authorised officer / staff of the licensee on a monthly basis at a predetermined date for the purpose of billing. However the meter readings shall also be taken at other times as deemed fit by the licensee for the purpose of billing or such other purposes as required by the licensee. The readings shall normally be taken in the presence of the consumer or the consumer's authorised representative and such readings shall be authenticated by the consumer or the consumer's authorised representative present at the time of metering reading. However if the consumer or the consumer's authorised representative is not present, any readings taken in the absence of the consumer shall be final and binding on the consumer.

10.4 The bills shall normally be sent to the consumer through ordinary post. However the consumer may choose to receive the bills through registered post in which case the required charges for the registered post shall be borne by the consumer. In either case, the department shall not be held responsible for delay in receipt of the bills. In case of non-receipt of bills, the consumer shall verify with the respective billing section and obtain a duplicate copy of the bill. The consumer shall

not refuse payment on the pretext of non-receipt of bills and the due date for such bills shall not be altered.

11.0 Charges payable by the consumer

11.1 The consumer shall, from the date this agreement comes into force, be bound by and pay the licensee, such charges including demand charges, energy charges, surcharges, meter rents and other charges, if any, as are claimed by the licensee in accordance with the tariff and the terms and conditions of supply notified from time to time for the appropriate class of consumers to which such consumer belongs.

11.2 The consumer shall pay the minimum demand charges every month as prescribed in the supply code and notified in the tariff order from time to time, if the demand charges for the power actually consumed are less than the prescribed minimum charges; or if no power is consumed by the consumer for any reasons whatsoever. The licensee shall claim and the consumer shall pay such minimum demand charges even if power is not consumed due disconnection of supply by the licensee due to non-payment of electricity charges, misuse of power supply, pilferage of energy, theft of energy or any other valid reason that necessitates disconnection of power supply to the consumer's premises.

11.3 Subject to orders of the Joint Electricity Regulatory Commission for the state of Goa and the Union Territories, the consumer agrees to pay such fresh or additional surcharges that may be levied and claimed by the licensee from time to time, either separately or along with the monthly current consumption charges bill for the power already consumed or to be consumed by the consumer. Such surcharges shall form part of the current consumption charges bill and the consumer agrees to pay such claims within the specified date as notified against such claims.

11.4 The consumer further agrees to pay any other taxes and duties that may be levied on sale / purchase of power from time to time by the Government or any other statutory authority authorised to do so. Such surcharges shall also form part of the

current consumption charges bill and the consumer agrees to pay such claims within the specified date as notified against such claims.

11.5 All claims shall be paid by the consumer within the due date as specified in the claim. However in the event of non-payment of the dues or the consumer making the payment after the due date, a belated payment surcharge shall be levied in accordance with the regulations specified under the supply code and the tariff notified from time to time. The consumer shall pay the belated payment surcharge as claimed by the licensee apart from facing disconnection of power supply due to non-payment of delayed payment of the dues.

11.6 The consumer shall maintain a monthly average power factor of 90% and above or as specified by the Joint Electricity Regulatory Commission. When the consumer fails to maintain the power factor, a surcharge as applicable from time to time shall be levied in accordance with the variation in the power factor and the consumer shall pay such surcharge along with the monthly current consumption charges bill. When the average power factor in a month is less than 70% or as prescribed by the Joint Electricity Regulatory Commission, the licensee shall, after giving a notice of 15 days to the consumer, disconnect the power to the consumer, without prejudice to the right of the licensee to levy demand / minimum charges as applicable during the period of disconnection.

11.7 The consumer shall, in accordance with the variation in the power factor, receive an incentive by way of rebate in the monthly current consumption charges bills provided the average monthly power factor is maintained above 90% or as specified by the Joint Electricity Regulatory Commission from time to time.

12.0 Resale of Energy

12.1 The consumer shall neither sell nor distribute power supply to other persons or other premises other than those authorised to do so under this agreement and in the event of such necessity, the consumer shall make an application and obtain sanction of the licensee.

13.0 Un-authorized usage and theft of electricity

13.1 The consumer shall use the power supply within the consumer's premises only for the purpose for which it is authorised to be used at the most economical way. Use of power supply for other means or through other means, tampering of meter, seals, associated metering equipments, electrical installations of the licensee and other acts as are defined under the Electricity Act 2003 and Joint Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2010 shall be construed as unauthorised use of electricity or theft of electricity or both, as the case may be. Appropriate action / penal proceedings including disconnection of power supply to the consumer's premises, as the case may be, shall be initiated against the consumer as contemplated under the relevant act and regulations.

14.0 Date of coming into force of the agreement

14.1 Subject to the fulfillment of the terms and conditions as specified in this agreement, the consumer shall begin to avail power supply from the licensee within three months from the date on which intimation is sent in writing by the licensee to the consumer to avail the power supply. If the consumer fails to avail the power supply within three months of intimation of availability of power supply, the agreement shall come into force from the day following the end of the notice period, and thereafter the consumer shall be liable to pay charges as applicable, as per the agreement. The provisions of this agreement shall be deemed to come into force from the date immediately following the date of expiry of the period of three months from the date of intimation to the intending consumer of the availability of power or the date of actual availing of supply by such consumer, whichever is earlier.

15.0 Licensee's right to vary terms of agreement

15.1 The consumer agrees that the licensee shall have every right to add / delete / modify / vary, from time to time, tariffs, general and miscellaneous charges and the terms and conditions of supply under the directions / regulations or by special or general proceedings of the Joint Electricity Regulatory Commission for the State of Goa and Union Territories. The consumer, in particular, agrees that the licensee

shall, with the approval of the Joint Electricity Regulatory Commission for the State of Goa and Union Territories, have the right to enhance the rates etc. chargeable for supply of electricity to the consumer according to the exigencies. It is also open to the licensee to impose restriction and control over usage of electricity by the consumer either totally or partially at any time as it deems fit.

16.0 Period of Agreement

16.1 This agreement shall remain in force for an initial period of two years from the date of its execution and shall be deemed to have been extended till it is terminated by either party as provided in the Joint Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2010.

17.0 Disputes

17.1 Where any expression used in this agreement is not defined in it or the Electricity Act, 2003, or in the regulations framed there under, such expression shall have the meaning generally assigned to it in the Electricity Supply Industry.

17.2 This Agreement shall be deemed to be entered into at Puducherry and all disputes and claim, if any, out of and in respect of this contract are to be settled at Puducherry or be agitated only and exclusively in any competent court of Jurisdiction over Puducherry.

SCHEDULE REFERRED TO ABOVE

1. Name of the HT consumer :
2. Location of the premises with :
complete postal address
including street, area, village /
town, pin code and survey
number
3. Contracted maximum demand : KVA
4. Total connected load : KVA / HP / KW

5. Voltage of supply : KV
6. Purpose for which supply is :
given

IN WITNESS WHEREOF Thiru (name of the official) Superintending Engineer-I acting for and on behalf of the Licensee and Thiru (authorised person) on behalf of the consumer have hereunto set their signatures, and the common seal of M/s (Proposed HT service name) has hereunto been affixed.

Name and designation
of the authorized signatory of
M/s (Proposed HT service name with
name and address of location) (with
seal)

 (name of the official)
Superintending Engineer-I
Electricity Department
Puducherry (with seal)

Signed in the presence of the following
witnesses with address:

- 1.
- 2.

Signed in the presence of the following
witnesses with address:

- 1.
- 2.