

Model Agreement for supply of Energy (High Tension and Extra High Tension)

(in stamp paper)

(See Regulation 103(3))

AGREEMENT made this day of.....MonthYear between
on behalf of (hereinafter referred to as
 the “Licensee”) of the one part and Sri/Smt.....of
 (hereinafter referred to as the “consumer”)
 of the other part, is as follows:

1 (a) The Licensee shall supply to the consumer and the consumer shall take from the Licensee all the energy required for operating the consumer’s equipment and lighting his premises atup to a total quantity ofkVA herein after called the contract demand. The supply to the consumer shall be in the form of phase alternating current at a nominal frequency of 50 Hertz per second. Power up to a maximum ofkVA (Contract Demand) will be supplied at a nominal voltage (pressure) ofvolts.

(b) The frequency and voltage of electrical energy at the point of delivery of power to the consumer shall be subject to the fluctuations that are ordinary, usual and incidental to the generation and transmission of electrical energy, but such fluctuations shall not, except owing to extraordinary reasons beyond the control of the Licensee, be more than the variation allowed under the Kerala Electricity Supply Code, 2014 as amended from time to time.

2 (a) The point of delivery of power atvolts shall be at the incoming terminals of the control switchgear installed by the consumer.

(b) The consumer shall provide to the Licensee free of charge, land or space or both required for the purpose of erecting the necessary control switchgear and metering equipment and allow the Licensee’s Engineer/Officer access to such station as provided in the Kerala Electricity Supply Code, 2014 as amended from time to time.

(c) The consumer shall, at his own cost, provide, install and maintain suitablekV circuit breakers complete with protective gear on the low voltage side of the consumer’s step down transformer or in his main feeders with settings of the protective relays lower than those of the high voltage breakers of the Licensee, duly approved by the Licensee.

3 (a) The consumer shall furnish security deposit charged by the Licensee as per the rates approved by the Kerala State Electricity Regulatory Commission, from time to time.

(b) The consumer shall furnish security to the extent of months’ probable current charge as fixed by the Licensee.

This is fixed in the first instance as Rs.....(Rupees.....). The consumer shall, on demand in writing, replenish or enhance, as per the provisions in the Kerala Electricity Supply Code, 2014 as amended from time to time, such security in the event of the security being found by the Licensee to be insufficient or exhausted and the decision of the Licensee or his authorized representative in that regard shall be final and conclusive between both parties. A demand for the purpose of this clause shall be sufficient if a notice is sent by registered post or by any other approved mode, giving ten days time to comply with it. The Licensee shall review the adequacy of security of all consumers as provided in the Kerala Electricity Supply Code, 2014 as amended from time to time . Based on the review, the Licensee may demand for shortfall or refund the excess security as the case may be as provided in the Kerala Electricity Supply Code, 2014 as amended from time to time. The mode of payment of security shall be as stipulated in the Kerala Electricity Supply Code, 2014 as amended from time to time. In the event of the consumer failing to replenish or enhance the security even after demand, it shall be lawful for the Licensee to disconnect the service, as per the provisions of the Kerala Electricity Supply Code, 2014 as amended from time to time, and in that event the Licensee shall not be liable for the loss, if any, sustained by the consumer on that account.

4. The quantity of electrical power and energy supplied by the Licensee to the consumer shall be ascertained by means of CT/PT unit and TOD meter conforming to the specification of the Central Electricity Authority and the Licensee. It shall be installed and maintained by the Licensee unless the consumer opts to purchase his meter. The maintenance of meters and associated equipment and the replacement of the defective meters and associated equipment shall be done as per the provisions in the Kerala Electricity Supply Code, 2014 as amended from time to time.

5. The consumer must provide at his expense a locked enclosure of a design to be approved by the Licensee for the purpose of housing the Licensee's terminal High Tension / Extra High Tension switchgear and metering equipment, in the case of indoor installation. In the case of outdoor metering installation, a fenced enclosure, duly approved by the Licensee, with lock and key for housing the metering equipment as mentioned above shall be provided at consumer's expense. The metering equipment shall be easily and independently accessible for the Licensee's officials at any point of time. In no case consumer shall have physical access to the metering equipment except in the presence of the officials of the Licensee. The Licensee shall have access to the enclosure at all times without notice for the purpose of inspecting, testing and maintenance of its apparatus. Denial of access to the metering premises for the Licensee's officials by the consumer or his agents shall be dealt with as per provisions contained in the Kerala Electricity Supply Code, 2014 as amended from time to time. Unauthorised entry or attempt to enter the metering premises by the consumer or his agents shall be a valid ground for disconnection of supply to the consumer's premises after expiry of 24 hours from the service of a notice to this effect.

6 (a) The reading of the said meter or meters shall be taken by the authorised representatives of both the parties hereto as near as soon as practicable on the first day of each calendar month and recorded. The readings so recorded shall be binding and conclusive between the parties hereto, as to the basis for computing the quantity of electrical power and energy supplied under this agreement. The recording of the readings shall be in a card or book to be attached to such meters, which shall be open to the inspection of the consumer also. Payment for power and energy supplied shall be made by the consumer according to the recorded readings of the meters and at the rates specified in the tariff schedule. Payment shall be made by the due date mentioned in the invoice for the power supplied. On default of payment, the consumer is liable to pay interest as fixed by the Kerala Electricity Supply Code, 2014 as amended from time to time.

(b) If the consumer fails to remit the dues within the time stipulated in clause 6 (a) it shall be lawful for the Licensee to cut off the supply of power after giving the notice contemplated in Section 56 (1) of the Electricity Act 2003. In that event, it shall also be lawful for the Licensee to adjust the security deposit towards the dues.

7. If the consumer, at any time, considers that any meter is not in proper order for correctly registering the quantity of the supply, he may apply to the Licensee for a special test of the meter and associated equipment, with a remittance of the fees approved by the Kerala State Electricity Regulatory Commission; from time to time. On receipt of the application and testing fee, the Licensee, shall cause to test the meter and if during such test, the error in the meter is found to exceed the limits of accuracy laid down in the Central Electricity Authority Regulations, as amended from time to time, the consumer's bill shall be adjusted in accordance with the provisions in the Kerala Electricity Supply Code, 2014 as amended from time to time. If, however during the test the error in the meter in dispute is found to be within the limits of accuracy laid down in the Central Electricity Authority Regulations, the previous bills shall be confirmed and the test fee shall be forfeited to the Licensee. Testing as stated above shall be done at the instance of the Licensee also in which case no testing fee shall be necessary. If upon such testing the meter or meters are found to be defective the Licensee shall be entitled to revise the invoice as stated above and it shall be binding on the consumer.

8. In the event of any meter ceasing to register the consumption during the period of such cessation shall be determined as per the provisions in the Kerala Electricity Supply Code, 2014 as amended from time to time.

9 (a) (i) This agreement shall be deemed to have come into force with effect from and the prior agreement, if any, is hereby repealed and abrogated by this agreement.

(ii) The consumer shall pay for all electrical energy supplied to him by the Licensee under this agreement and ascertained as herein before provided, at an amount calculated in accordance with the terms given in the tariff schedule. Nothing in this agreement shall affect the liability of the consumer to discharge the dues to the Licensee on

account of supply of energy during the term prior to..... as per prior agreements, if any, and or as per rules, terms and conditions of supply prevalent from time to time from the date of service connection.

(b) The tariff applicable shall be as per tariff notifications in force from time to time for the category of service shown in the schedule. The consumer also agrees that the Licensee will be free to alter, with the approval of the Kerala State Electricity Commission, the method of billing. The tariff notifications issued by the Kerala State Electricity Regulatory Commission for the Licensee from time to time shall form part of this agreement and this agreement shall stand modified to that extent.

10. For the purpose of this agreement, the maximum kVA demand will be the average of the quantities of kVA delivered to the point of supply of the consumer recorded during any consecutive 30 minutes period (or any other period approved by the Kerala State Electricity Regulatory Commission) of maximum use in the month registered by thekV metering equipment installed at the point of supply. The Licensee however reserves the right to shorten the above time interval in special cases, if necessary with the approval of the Kerala State Electricity Regulatory Commission.

11. All sums found due to the Licensee from the consumer under or by virtue of these presents or by reasons of the breach thereof or otherwise are recoverable under the provisions of the Revenue Recovery Act for the time being in force as if they are arrears of public revenue due on land or in such other manner as the Licensee may deem fit. The above provisions shall not prejudice any other remedy to which the Licensee may be entitled for the recovery of such moneys.

12. The Licensee and the consumer hereby agree that it shall be competent for either party to terminate this agreement by issue of months notice, sent by registered post, after the initial lock in period of years.

Provided always that the consumer may, at any time, with the previous consent of the Licensee, transfer this agreement, as per the provisions of the Kerala Electricity Supply Code, 2014 as amended from time to time, to any other person and upon subscription by such transferee of these presents, this agreement shall become binding on the transferee and shall take effect in all respects as if the transferee had originally been party hereto in place of the consumer. But the consumer shall also be liable to the Licensee for all sums due from him till the date of such transfer and his liabilities till that date will not cease by virtue of the transfer.

13.(a)The consumer shall furnish to the Licensee, full particulars accompanied by drawing showing the arrangement of all electrical plant and equipment installed by the consumer as also full details of loads. The plant and equipment so installed shall be of suitable design and in regard to manufacture, construction and performance, conform to the relevant Indian or International Standard Specifications or other equivalent standard specifications applicable to such plant and equipment and their operation shall not interfere with or detrimentally affect the service of the Licensee or the supply to any other consumer. For that purpose the following regulations shall be observed:

(b) The average power factor, incentive for high power factor and disincentive for low power factor of the plant and apparatus owned and operated by the consumer at individual points of supply shall be as provided in the Tariff order issued by the Kerala State Electricity Regulatory Commission. The average power factor shall be determined by the ratio of the kWh and kVAh recorded monthly.

(c) The completed installation should be tested by the Engineer of the Licensee authorized in this behalf and a certificate to that effect shall be produced before a power service is given. The service shall be energized only if the installation passes the test.

14 (a) The consumer shall not make any alteration in the machinery or equipment either by way of addition or substitution or transfer which may increase the obligation of the Licensee to supply electrical energy in excess of the agreed contract demand and/or which may affect the supply system of the Licensee to its detriment. In any event, the consumer shall notify the Licensee of the intended alterations, additions substitutions or transfers and obtain the prior approval of the Licensee in writing before doing any such alterations, additions, substitutions or transfers and obtain the prior approval of the Licensee in writing before execution of any such action.

(b) When no such approval in writing is obtained, the Licensee shall be entitled to cut off the supply and also reserve to charge penalty as per the provisions of the Kerala Electricity Supply Code, 2014 .

(c) If on an inspection of the premises or after inspection of the equipment, gadgets machines, devices or records maintained by the consumer, the ‘Assessing Officer’ of the Licensee , comes to the conclusion that such person is indulging in unauthorized use of electricity, action as per the relevant provisions of the Kerala Electricity Supply Code, 2014 shall be taken.

15. The consumer also agrees that when the actual maximum demand of any month exceeds the contract demand as specified in the agreement entered into between the consumer and the Licensee, and the Licensee and the consumer have not signed any new agreement as envisaged in Clause 14 (a) above, the service shall be liable to be disconnected without notice. Also the consumer is liable to pay the excess demand charges at the rate as shown in the tariff notification in force from time to time.

16 (a) The supply of electrical power under this agreement shall be available continuously except in cases of lockout, strike of the employees of the Licensee, breakdown of machinery or plant or flood, drought or other *force majeure* conditions or any other cause over which the Licensee has no reasonable control, in any of which cases the Licensee shall not be responsible for any discontinuance or diminution of the supply, and not liable for any loss or damages to the consumer, but shall restore the supply as soon as reasonably possible.

(b) In cases where the consumer is unable to consume energy, due to lockout, strike of employees of the consumer, major breakdown of machinery or plant, which to the satisfaction of the Licensee is responsible for the non-consumption of energy by the consumer, or other *force majeure* conditions over which the consumer has no control but shall resume consumption of energy as soon as he reasonably can, he shall promptly intimate the Licensee the reasons for such non-consumption. In any event the consumer shall be bound to pay to the Licensee the fixed minimum charge as approved by the Kerala State Electricity Regulatory Commission, irrespective of the question as to whether any energy has been consumed or not, whatever be the reason for non-consumption and also irrespective of the actual quantity consumed. However, the Licensee shall have the right to take periodical shut down as and when required for the purpose of routine maintenance after giving reasonable notice to the consumer and no claim for rebate or refund of charges on this account shall be entertained by the Licensee.

17. In this agreement, unless the context otherwise requires;

(a) the word “Act” wherever it occurs shall mean the Electricity Act 2003 as amended from time to time or such other enactment governing the supply and use of electrical energy as may be in force for the time being and

(b) the words “Rules” and/or “Regulation” wherever they occur shall mean the rules and regulations for the time being in force made by the competent authority.

18. (a) The consumer agrees, that if the supply given under this agreement is utilized for purpose other than that shown in the schedule annexed hereto to remit the amount he may be charged for the entire supply as if the tariff applicable is the highest one in vogue in the Licensee for the various uses put to by him for the entire period.

(b) [Applicable to seasonal consumers only]

(i) The consumer having registered with the Licensee as a seasonal consumer specifying the periods during which the supply is used for different purpose as shown in the schedule annexed hereto agrees that the tariff rates in vogue and applicable for each use shall be applied during the concerned periods.

(ii) It is agreed that if the consumer uses the service for purposes other than the one for which he has registered as given in the schedule during the relevant periods the highest of the tariffs applicable to the different uses shall be charged for the entire period.

(iii) The consumer having registered as a seasonal consumer, who utilizes the supply for a few months only in a year as shown in the schedule, agrees to the following:

Demand charges shall be paid at the normal rates applicable increased by 5 (12-N) percent where ‘N’ is the number of months during which the consumer has registered himself with the Licensee to utilize the service in the year as shown in the schedule. There will be no billing for the idling months.

The service to the consumer shall be disconnected without notice immediately on termination of the registered period unless the consumer asks in writing for the continuance of the service during the idle period. In such a case, he will be charged for the whole period at the same rate applicable for the original period.

The monthly minimum applicable shall be demand charges for 75 percent of the contract demand increased as per (1) above for each working month. The consumer guarantees to have a minimum of four working months per annum failing which he agrees to guarantee a minimum equivalent thereto for the working season.

19. If the consumer dishonestly indulges in theft of power by adopting the means as specified in Section 135 of Electricity Act 2003 then action as contemplated in section 135 of the Act and as per the relevant provisions of the Kerala Electricity Supply Code, 2014 shall be taken by the Licensee.

20. The Kerala Electricity Supply Code, 2014 as amended from time to time and the rules and regulations made under Act 2003 shall be deemed to be part of this agreement and the provisions therein which are not contradictory to the provisions made herein as also the statutory obligations under the Act or Rules or both shall also be binding on the consumer.

21. The liability and the assets of the consumer under the prior agreement shall continue under this agreement also. The Arbitration clause if any in the prior agreement shall stand repealed by this agreement and the Arbitration clause shall not be applicable to any dispute/ claim between the parties arising under the prior agreement or under this agreement.

22. The schedule appended hereto shall form part of this agreement. The minimum revenue per year guarantee by the consumer in the schedule shall be subject to revision from time to time as per rules and tariff in force from time to time and such revised minimum revenue per year determined by the Licensee shall be payable by the consumer.

23. SCHEDULE

1	Description of the premises at which the supply is to be given	
2	Purpose for which the supply is to be given	
3	Tariff for supply	
4	Category or Service HT / EHT Industrial/Public utility etc	
	Seasonal loads	
	Purpose/period (Season months from)	
5	Contract DemandkVA atvolts
6	Connected loadkVA
7	Minimum revenue per year guaranteed by the consumer by way of demand charges	Twelve times the demand charges per month corresponding to 75% of the Contract Demand or 50kVA whichever is higher.

24. Approved Drawings shall be part of this agreement.

In WITNESS where of

for and on behalf of the Licensee and Sri./Smt.....

..... for and on behalf of the consumer have set their hands and seals on the day of the month of Two thousand andfirst above written.

SIGNATURE OF THE ENGINEER
WITNESSES:

(For the Engineer)
1

2

SIGNATURE OF THE CONSUMER
WITNESSES:

(For the Consumer)
1

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