



Bihar State Electricity Board

HT AGREEMENT FORM

An agreement made this day of of TWO THOUSAND ONE BETWEEN the Bihar State Electricity Board, constituted under section 5 of the Electricity (Supply) Act, 1948 (hereinafter referred to as ("The Board")) on the part AND Shri on his own behalf and on behalf of other members of the joint family/ Proprietor of the firm S/o Shri by religion permanent resident of Village/Town P.O. P.S. District (in the state of) at present residing at Village/Town P.O. P.S. District

OR

..... a partnership Firm/Joint Stock Company duly registered under the Indian Partnership Act, 1932/ Indian Company's Act, 1913/ 1956 bearing registration no. of 19 with the Register of Firms/ Registrar of Joint Stock Companies at in the State of and having its registered office at acting through its namely Shri S/o Shri Permanent resident of Village/Town P.O. P.S. District in the State of at present residing at Village/Town P.O. P.S. District (hereinafter referred to as the "Consumer" which expression, shall unless excluded by or repugnant to the context, including his heirs, legal representatives, successors, executors administrators and permitted assigns) on the other part.

(Note: Portions not needed should be struck-off)

WHEREAS the Board has agreed to supply and the consumer has agreed to take energy in bulk at the premises as fully described in the Schedule appended at the foot of this agreement and forming part of it (hereinafter referred to as "the premises") for his own use and/or for resale purposes (latter part not applicable where consumer is not licensee or holder of sanction U/s 28 of the Indian Electricity Act, 1910) subject to the terms and conditions hereinafter contained.

NOW it is hereby agreed by and between the parties hereto as follows: -

- 1(a) The Board shall furnish to the consumer and the consumer shall accept at the point of supply mentioned in the schedule hereto on and from the date on which the said premises shall be connected with the supply distributing mains and during the continuance of the agreement a constant supply of electrical

energy at the pressure of..... Volts, 50 cycles 3 phases, 3 wires, alternating current system subject to the standard variations as provided in Indian Electricity Rules, 1956 or any statutory modification thereof as may be in force from time to time the purpose and up to the maximum specified (hereinafter referred to as the contract demand) and under the conditions laid down the Schedule.

Provided firstly that the supply of electricity as stipulated above may, with previous general or particular warning be regulated, curtailed staggered, or out off altogether by or on behalf of the Board if in the opinion of the Board or its Electrical Executive Engineer for the supply area concerned, the power position or any other emergency in the power system warrants such course of action.

Provided secondly that the Board shall in no case whatsoever have any liability for any compensation to the consumer on account of failure in part or whole of supply of electrical energy.

- 1(b) The consumer shall commence to take supply within 3 month of intimation from the Board to the effect that supply is available, failing which a monthly charge of 50 % of the minimum guaranteed by consumer will be levied from the month after expiry of above said period of 3 months until service is availed of. The charge for the first or last month may be whole or part in accordance with the date of termination of 3 months or the date of availing the service. The clause 13 of this agreement will not apply to this clause.

Provided firstly that if in the opinion of the Chief Engineer/Additional Chief Engineer, Bihar State Electricity Board, the consumer is unable to avail supply for causes beyond his control, the above said period of 3 months may be suitably extended by the Chief Engineer/Additional Chief Engineer at his discretion by period or periods not exceeding 3 months on the whole.

Provided secondly that in case a consumer does not avail supply even within 6 months of intimation this agreement shall come to an end and the Board will be entitled to realize at once from the consumer 50 % of the price of minimum guaranteed units of consumption plus 50 % of monthly demand charges payable on the contract demand mentioned under item no. 4 of the schedule to the agreement, for a period of 3 years.

(Note – Monthly charge of 50 % of the minimum guaranteed by the consumer means 50 % of the charge for minimum number of unit guaranteed for the whole year divided by twelve plus 50 % of the maximum demand charges payable each month on the above said contract demand.)

- 1(c) The point of supply shall be at the out going terminal of the Board's apparatus in the consumer's premises from which energy is conveyed to the consumer.
- 2(a) The Board shall at his own expense and subject to the conditions hereinafter contained provide and erect such switchgear and meters as may be necessary to afford control by the Board of the supply and to measure the same. The Board's switchgear and incidental apparatus shall be under sole control of the Board and the consumer or his agents, offices or servants shall not any time touch or interfere in any way with the Board's said switchgears and apparatus.
- (b) All transformers, switchgears and other electrical equipments belonging to the consumer and directly connected to the feeders shall be suitable design and maintained to the satisfaction of the Board. The setting of fuses and relays on the consumer's control gear as well as rupturing capacity of any of the Circuit Breakers shall be subject to the Board's approval. The consumer from time to time and al all times shall allow the authorized employees of the Board to inspect the electrical installed for all or any of the purpose connected with the supply of electrical energy to the consumer under this agreement.

Provided that if any of the above said equipment is supplied by the Board the consumer shall pay to the Board such hire charge as he may be asked by the Board from tome to time. On consumer's failure to

pay such charges in time the Board shall be entitled to remove the above said equipments and if necessary discontinue supply. The consumer shall all along be responsible for safe custody of the equipments so long as they remain installed at the site and in case of damaged shall pay such compensation as may be demanded by the Board. The Board may remove the damage of equipment and if necessary discontinue supply. The Board will resume supply only on receiving payment of all its dues up to date and if the consumer's installations are in the opinion of the Board, in position to receive the supply under the contract.

- 3(a) The supply shall be measured and registered by a meter or meters in or upon the point of supply to be provided, fixed and kept in proper order by the Board and such meter or meters shall remain the property of the Board.
- 3(b) The meter shall be sealed by the Board in presence of the consumer who shall not interfere with it any time thereafter. The Board can, however, replace the seal with intimation to the consumer in order to be present such act. Record duly signed by both the parties shall be maintained by the Board for all such sealing or resealing. In case the consumer refuses or neglects to sign, a note to this effect will be made in the above said record.
- 3(c) Subject to clause 6 appearing hereinafter in the agreement in the event of any meter ceasing to register or found to be defective or the Board's employee having been unable to read meter, the reading during the period of such cessation or defective registration or non-reading shall be based on the average reading of the previous three months, in which the meter ran correctly and reading was duly recorded. In taking such average due regard shall be given to the conditions of working during the month under dispute and during the previous three months. In case of failure to take reading by the Board's employees proper adjustment shall be made when actual reading is taken next.
- 4(a) Subject to the minimum contract demand applicable for the category of supply in which the consumer falls as per Board's tariff the consumer shall pay to the Board for the energy so supplied and registered or taken to have been supplied as aforesaid at the appropriate rates applicable to the consumer according to the tariffs framed by the Board and in force from time to time the presently enforced tariffs being given in the Schedule to this agreement for easy reference. Such reference is subject to provisions of clause 14 appearing hereinafter :
- Provided that notwithstanding anything the said above but subject to the provisions of clause 13 appearing hereinafter the consumer shall have to pay minimum charges as specified in the above said tariffs framed by the Board and enforced from time to time irrespective of whether energy to that extent has been consumed or not. (Such minimum charges are referred as "minimum guaranteed charges" at other places in this agreement.)
- 4(b) For the purpose of this agreement the minimum demand of the consumer for each month shall be largest total amount of Kilovolt amperes (KVA) delivered to the consumer at the point of supply during say consecutive 30 minutes in the month.
- 4(c) Maximum demand charges for supply in any month will be based on the maximum KVA demand for the month or 75 per cent of the contract demand whichever is higher subject to provision on clause 13. For the first twelve months' service the maximum demand charges for any month will however, be based on the actual monthly maximum demand for that month.
- 4(d) That part of minimum charges referred to in provision to sub-clause (a) above, if not billed every month, the assessment for the same will be generally made at the end of the year commencing from the 1st April to 31st March of the following year which is the financial year of the Board not with standing any agreement entered into in between this period in which case the minimum guarantee will
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be proportionate for the period for which the consumer is connected. Any bill on account of the minimum guaranteed consumption for the year or part thereof will be submitted by the end of June in each year.

- 5(a) Reading of the meters shall be taken by the Board once in each month or at such other intervals or time as the Board shall deem expedient and the Board's meter readers shall have access to the consumer's premises at all reasonable times for the purpose of taking such readings. The Board shall within fifteen days after the expiration of each calendar month, deliver to the consumer the bill for energy consumed during that month in accordance with the readings of the meters and subject to the minimum guarantee. Payment for energy supplied including maximum demand charges and/or payment of any other amount in respect of supply of energy shall be made by the consumer accordance to the bill within the due date specified in the bill as per terms of the tariff framed by the Board and enforced from time to time.
- 5(b) If the consumer fails to pay the amount of any bill due under this agreement within the due date specified in the bill referred to in clause 5 (a) above, he shall pay a surcharge at the rate given in the tariffs framed by the Board and enforced from time to time. If the amount of such bill remains unpaid after the due date specified in the bill, the Board may discontinue the supply after giving the consumer not less than 7 clear days notice. The service will be reconnected only on receipt of full payment for all obligations outstanding up to the date of reconnection and charges for the work of disconnection and reconnection of service.
6. Should the consumer dispute the accuracy of any meter not being his own property, the consumer may upon giving notice and paying the prescribed fee have the meter officially tested by the Electric Inspector Government of Bihar in accordance with sub-section (6) of Section 26 of the Indian Electricity Act, 1910. In the event of the meter being tested by the Electric Inspector, Government of Bihar and found to be beyond the limits of accuracy as prescribed in the Indian Electricity Rules, 1956. or any other statutory modification thereof as may be in force from time to time the testing fee will be refunded and the amount in respect of the meter reading of the three months prior to the month in which the dispute has arisen or of three months as provided in clause 3 (c) above, as the case may be, will be adjusted in accordance with the result of the test taken, due regard being paid to the conditions working during the month under dispute and during the previous three month.
7. This consumer shall on receipt of a requisition from the Board in this behalf, deposit with the a sum of Rs. (Rupees) in cash as security for the purpose next hereinafter mentioned, and shall on a like requisition from time to time renew or replenish such security in the event of the same becoming exhausted or insufficient. The Board shall be at liberty at any time and from time to time to appropriate and apply any security so deposited as aforesaid in or towards the payment or satisfaction of all or any money which shall become due or owing by consumer to the Board in respect of the supply of energy or otherwise under this agreement but the provision in this clause contained shall not prejudice any other remedy to which the Board may be entitled for recovery of any such money.

Provided firstly that the amount of above said security deposit is liable to be enhanced suitably at such time and in such manner as has been specified in Board's tariff in force. The amount of security deposit in full or any additional amount over and above the amount already in deposit demanded by the Board on enhancement aforementioned or otherwise shall payments of bills on account of energy and other charges under the tariffs in force and in case of non-payment within the above given time, service may be disconnected on serving not less than clear 7 day's notice where after connection can only be restored if deposit in full is made along with the disconnection and reconnection charges.

Provided secondly shall be ordinarily in force for a period of less than three years in the first in stanch

(except in exceptional cases in which written consent of the Board will be taken) from the date of commencement of supply, i.e. and thereafter shall continue from year to year until the agreement is determined as hereinafter provided.

8. The agreement shall be ordinarily in force for a period of less than three years in the first instance (except in exceptional cases in which the written consent of the Board will be taken) from the date of commencement of supply i.e. and thereafter shall continue from year to year until the agreement is determined as hereinafter provided.

Note: In case where the date of commencement of supply is a date subsequent to that of the execution of this agreement. The Board is given power to fill in the date in the blank space provided for the same in this clause with prior intimation to the consumer. The consumer can produce his copy of the agreement to have such date filled in by the Board.

- 9(a) The consumer shall not be at liberty to determine this agreement before the expiration of three years from the date of commencement of the supply of enemy. The consumer may determine this agreement with effect from any date after the said period on giving to the Board not less than twelve calendar months' previous notice in writing in that behalf and upon the expiration of the period of such notice this agreement shall cease to determine without prejudice to any right which may then have accrued to the Board hereunder provided always that the consumer may at any time with the previous consent of the Board transfer assign this agreement to any other person and upon subscription of such transfer. This agreement shall be binding on the transferee and Board and take effect in all respects as if the transferee had originally been a party hereto in place of the consumer who shall henceforth be discharged from all liabilities under or in respect thereof.

- 9(b) In case the consumer's supply is disconnected by the Board in exercise of its powers under this agreement and /or law and the consumer does not apply for reconnection in accordance with law within the remainder period of the compulsorily availing of supply as started above or the period of notice whichever be longer, he will be deemed to have given a notice on the date of the disconnection in terms of aforesaid clause 9 (a) for the determination of the agreement and on expiration of the above said remainder period of compulsorily availing of supply or the period of notice whichever is longer, this agreement shall cease and determine in the same way as above.

10. Every sum that may become due from the consumer to the Board under or in pursuance of the provisions of this agreement shall be payable to the Bihar State Electricity Board acting through its Asstt. Elect. Engineer/ Electrical Executive Engineer of the area of the supply in which the consumer's premises lie and shall be recoverable by such officers of the Board as a public demand under the Bihar and Orissa Public Demands Recovery Act, 1914.

11. This agreement shall be read and construed as subject in all respects to the provisions of the Indian Electricity Act, 1910, rules framed there under and the Electricity (Supply) Act, 1948 together with rules, regulation (if any), tariffs and terms and conditions for supply of electricity framed and issued there under and for the time being in force 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 and conditions of this agreement.

12. In case the consumer desires to increase his contract demand the Board may required him to give twenty four months' notice in writing stating the quantity of energy required but it will not be obligatory on the part of the Board to supply the energy on such requisition.

13. If at any time the consumer is prevented from receiving or using the electric energy to be supplied under this agreement either in whole or in part due to strikes, riots, fire, floods, explosion, act of God or
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any other case reasonable beyond control or if the Board is prevented from supplying or unable to supply such electrical energy owing to any or all of the causes mentioned above than demand charge and guaranteed energy charge set out in the Schedule shall be reduced in proportion to the ability of the consumer to take or the Board to supply such power and the decision of the Chief Engineer, Bihar State Electricity Board, in this respect shall be final.

Note: The term Chief Engineer includes Additional Chief Engineer for the area concerned.

14. The Board shall be at liberty at any time to alter the demand charges energy charge including fuel surcharge and minimum guarantee charges as set out in the schedule appended hereto and this schedule shall be demand as having been automatically revised with effect from the date Board enforces new tariff rates for the consumer.
15. Any notice required to be given to the consumer shall be given to the and any notice required to be given to the Board shall be given to the either by delivery or by registered post.

Any such notice if sent by the post may be presumed to deliver on the day following the day on which it shall be posted.
16. Any suit or proceeding arising out of and concerning any matter in this agreement shall be filled in a court having territorial jurisdiction over the place of point of supply of electricity to the exclusion of any other courts.
17. The stamp duty shall be payable by the consumer.

THE SCHEDULE REFERRED TO ABOVE

1. Description of premises :

(a) Holding No. / Plot No. Ward No. Khata No.
 Mohalla /Village P.O. P.S.
 Subdivision District

(b) Nature of right, title and possession of
 the consumer of the above given premises.

2. Purpose for which supply is given
3. Point of Supply
4. Maximum Kilovolt amperes required by
 the consumer (i.e. Contract Demand)
5. Maximum Guarantee
 (a) Demand charge per month
- (b) Energy charge per year
6. Nature of Supply Volt
 3 Phase 4 Wire 50 Cycles
7. Tariffs

IN WITNESS whereof the said parties hereto have hereto set and subscribe their respective hand and seal the day and year first above written.

1. Signed by or on behalf of the consumer

Authorized by the consumer under deed of

(Signature in full)

Date Resolution No. Dated

(Strike off the words not needed. Where the signature is made under authorization made by a deed/resolution, the consumer should furnish an attested copy of such deed/resolution).

Seal/ Common Seal of the consumer.

2. In presence of

(1)

(Signature in Full)

Address in full

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(2)

Address in full

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3. Signed for and on behalf of the Bihar State Electricity Board

(Signature in Full)

Designation and Address

Seal of the Executing Office of the Board.

4. In presence of

(1)

(Signature in Full)

Designation and Address in full

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(2)

(Signature in Full)

Designation and Address in full

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AGREEMENT

For Supply of power
between
Bihar State Electricity Board and

.....

Date of commencement of Supply
