

FORMAT- 4(iii)

Model Agreement Form for H.T. categories of consumers

Agreement for the supply at High/Extra High Pressure Energy.

By

.....

Memorandum of Agreement made on this day of (Month) (Year) between the Constituted under the Electricity Act, 2003 hereinafter referred to as the "Company" on one part and the (shall include his legal representative, successor in office and permitted assignees) hereinafter called the "PURCHASER" on the other part. Whereas the "PURCHASER" has requested the Company to provide the purchaser with a supply of electricity of (kW/kVA) for Purpose and the company has agreed to provide the power supply on the terms and conditions hereinafter set-forth.

Now therefore, IT IS HEREBY AGREED BY and between the parties hereto as follows:

1. Supply of Energy :

The "COMPANY" shall supply electricity to the "PURCHASER" and the purchaser shall take the supply at points detailed in Schedule at Annexure I.

2. Points of Supply :

The points of supply and nature of supply in the Schedule may be altered as mutually agreed on receipt of three months notice from either side.

3. Payment of outstanding electricity bill :

The Consumer shall pay the outstanding electricity bill, if any due from the previous owner, if the premises had been purchased by the consumer, prior to release of the fresh service connection.

4. Compliance of provisions of AERC (Electricity Supply Code) Regulations, 2017:

Both the parties hereby agree with the provisions of Assam Electricity Regulatory Commission (Electricity Supply Code) Regulation, 2017 to the extent they are applicable including amendments & addendums made to it from time to time shall be deemed to a part of this agreement. Any regulation framed by the Commission in regard to supply of electricity shall also be deemed to form part of this agreement.

5. Connected Load :

Subject to the Provisions of clause 23 of the AERC Supply Code 2017 hereinafter contained and during the continuance of the Agreement, the "PURCHASER" shall be entitled for the said purpose to such supply up to but not exceeding the maximum number of kW as mentioned in Format 2 (iii) attached hereto hereinafter referred to as the "Connected Load". This may, however, be changed to in accordance with AERC (Electricity Supply Code) Regulation in force.

6. Contracted Demand :

100% of the connected load converted into kVA at 0.85 pf, shall be the contracted demand unless separate contract demand agreement is executed as per provision of Tariff Order in force.

7. Company's Apparatus :

At the supply point mentioned at Schedule the company shall, subject to the conditions hereinafter contained, provide and erect such switch-gear and metering equipment (hereinafter referred to as the "Company's Apparatus") as may be necessary to afford control by the Company of the supply and to measure the same.

8. Purchaser's apparatus :

- (i) All transformers, switch-gears and other electrical equipments belonging to the purchaser directly connected to the line drawn from the company's..... shall be of design approved by company and be maintained to the reasonable satisfaction of the Company. The setting of fuses and relays on the purchaser's control gear as well as rupturing capacity of any of its circuit breakers shall be subject to the approval of the company.
- (ii) If the purchaser discovers any serious defect in any part of the installation, it should forthwith disconnect the same from the circuits of the supply.

- (iii) The Company shall have no responsibility of any of defects in connection with the purchaser's installation or any apparatus or line on the Purchaser's side of the supply point.
- (iv) If, after initial operational experience, it is found that installation of a shunt reactor or synchronous condenser is essential at the supply point (Sub-Station) for maintenance of Proper voltage and imparting stability to the company's system and for better operation thereof, the same shall be installed by the purchaser at its own cost.

9. Right of entry to Purchaser's Substation:

The Company or any officer or person authorised on that behalf, shall be entitled to have access to the Purchaser's sub stations at all times for inspection and testing, of the metering installation and other equipments installed therein. Company's officials will be allowed immediate entry on production of identity cards. In no case such officers shall be detained for more than 5 (five) minutes at the entrance.

10. Failure of Supply:

The Company shall not be responsible for any failure, interruption or defect in the supply due directly or indirectly to War, Strike, Lock out, Riot, earthquake, Tempest, Lighting, Flood, Cyclone, non availability of power at source or any other force or accident or cause beyond its control, whether similar to the above or not.

11. Failure to draw power:

The Company shall not be responsible for failure of the purchaser to draw power to reason attributable to the purchaser .

12. Sealing of metering system of supply :

(i) The meters referred to in clause (ii) below shall be properly sealed on behalf the parties and shall not be interfered with by either party except in the presence of the other party or its representative duly authorized in that behalf.

(ii) At company's option apart, from energy meters, the metering equipment shall include a device for registering the maximum demand occurring in the load connected. The integrating period of such maximum demand indicator shall be controlled by a time switch of a suitable type, one time switch being provided for each maximum demand for each point of supply and shall be arranged to reset every 30 minutes so that the reading shall show the maximum demand during each such period.

13. metering :

For the purpose of registering the electrical energy taken by the Consumer under this agreement, a suitable meter and metering equipment shall be provided and maintained by the licensee.

14. Meter reading :

The readings of the said meter shall be taken by the authorized representative of the company on any day and the readings so taken shall be binding and conclusive.

In the event of any meter being found defective and additional/check meter not having been installed, the power drawn during the period when the meter was defective shall be determined as per relevant provisions in the relevant clause of Supply Code Regulations, 2017.

15. Security Deposit:

The consumer shall pay 'Security Deposit' as prescribed under regulation issued by the Commission. The consumer undertakes to make any additional security deposits, as and when called upon by the licensee under regulations issued by the Commission. Failure to pay the deficient security deposit will entitle the licensee to disconnect the supply after serving 15 clear days notice to comply with the deficiency.

16. Inspection:

The authorized officer of the company shall have the right to inspect the metering installation as well as take photograph of the same at any time with on the spot notice. The purchaser or his representative should be present during the inspection and shall provide all facilities to conduct the inspection. Any independent witness/witnesses from either side may also be present during the inspection if the company or Purchaser so desires. The inspection report prepared at site shall be signed by both the company's officer and the purchaser or his representative present during the inspection. In case of non compliance of above action will be initiated as per provision of relevant rules and regulations. The report such prepared at site shall be conclusive.

17. Charges to be paid by the consumer:

The consumer shall pay to the licensee for power demanded and electrical energy supplied under this agreement, charges in accordance with the Tariff, including other terms and conditions as applicable to the category of service and also as per the 'Schedule of Miscellaneous Charges' as in force from time to time. The consumer shall pay electricity duty, cess or such other levy, tax or duty as may be prescribed under any other law in addition to the charges payable under the Assam Electricity Regulatory Commission (Electricity Supply Code) regulations, 2017. Tariff, Schedule of Miscellaneous Charges and other charges as approved by the Commission from time to time.

18. Bills :

The company shall as far as possible, within fifteen days of taking monthly meter reading deliver to the purchaser a bill stating the number of units supplied to the Purchaser by the company in accordance with the reading of the said meters and the amount payable thereon and also the amount payable in respect of the maximum demand charges if

applicable and other charges, taxes and duties if any, payable by the purchaser, to the company and the Purchaser shall pay the same within fifteen days from the date of issue of such bill. All bills will be sent by post/by Hand delivery unless otherwise mutually agreed and the company shall have no liability for non receipt of bills in time by the Purchaser. In case of non receipt of a bill in time the purchaser should approach concern billing office and obtain duplicate copy of the bill for payment within due date. Non receipt of bill in time cannot be a plea for non payment.

19. Non-payment of Bills :

In the purchaser fails to pay the full amount of any bill under this agreement within fifteen days from, the date of issue of the bill, he shall pay as per relevant Tariff per month. The company reserve the right to discontinue power supply if the dues are not paid even after serving of disconnection notice. The power supply once disconnected will not be reconnected until full payments of all outstanding dues are made including charges for reconnection and disconnection.

20. Disputed bills :

No payment shall be withheld on the ground that a bill is disputed. Refund/recovery arising out of any disputed bill shall be adjusted from the bill issued after settlement of the dispute.

21. Duty to Give Information :

The purchaser shall have to furnish the following information to the company if asked for :

- (i) Ownership details of the Company/Industry with name and address of Proprietor/Director.
- (ii) Production figures and data supplied to other Govt. Deptt. Such as Industries Deptt./Tax Deptt./Excise Deptt. Etc. Data regarding purchase of raw materials etc.
- (iii) Energy generated by the purchaser's Standby Captive Generator.
- (iv) Any changes of ownership of the Company/Industry.

22. Period of Agreement :

The agreement shall remain in force till it is terminated/cancelled either mutually or any other reasons. The consumer may apply for termination of agreement after expiry of initial period of 2 (two) years by providing a 30 days notice. Even after termination of the Agreement, the right of the parties for settlement of accounts and disputes shall remain in force in respect of a claim arising during the currency of the Agreement so far as the Tariff is concerned and the claim may be revised if there be any revision of Tariff, by the Company. Fresh agreement to be executed for any increase or decrease of connected load.

23. Revision of connected load/contracted demand :

In the event of company agreeing to supply any increased demand, the Purchaser shall, when called upon pay to the company any expense incurred by reason of alteration and/or extension in respect of any service line, switchgear, meters and other equipments necessitated to meet such increased Connected load/Contracted demand and also undertake to pay to the Company a minimum monthly charge as per relevant Schedule of Tariff on the revised Connected load/Contracted demand, the revision of the Connected load/Contracted demand shall be allowed.

The purchaser shall have the option to reduce his contract demand at interval not less than 1(one) years or at interval as per provision stipulated in AERC (Supply Code and related matter) Regulation in force after completion of 2.(two) years the date of connection.

24. Termination of Agreement either by the Licensee or the Cnsumer:

(a) A consumers can terminate the agreement after the expiry of the initial period of two years on giving 30 days notice. The licensee may also terminate the agreement by providing similar notice to the consumer and stating the reasons of such termination in writing. Provided that if power supply remains disconnected for a period of 180 days for non-payment of dues or non-compliance of the directions issued under the Assam Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2017 and even after issue of a show cause notice by the licensee, no effective steps are taken by the consumer for removing the cause of disconnection and for restoration of power supply within the period specified in the notice, the agreement of the licensee with the consumer for power supply shall be deemed to have been terminated on expiry of the period specified in the notice. The period of the show cause notice shall be seven days. However, if the agreement is to be terminated, for categories other than Domestic and Single phase non-domestic light & fan and power, before completion of the initial period of agreement, the consumer shall be liable to pay charges as per tariff for the balance period of the agreement.

b)An Agreement shall be deemed to be terminated upon permanent disconnection of the consumer under provision of clause 8.3 of this Code

c)Even after termination of the Agreement, the right of the parties for settlement of accounts and disputes shall remain in force in respect of a claim arising during the currency of the Agreement. So far as the Tariff is concerned, the claim may be revised if there is any revision of Tariff, by the Company. In case of the tariff category of a consumer is changed, supplementary agreement between the two parties will be executed.

25. Damage of company's apparatus :

The Purchaser shall compensate the company for any damage to or loss of any apparatus or equipment of the company installed in the premises of the Purchaser due to the negligence on the part of the Purchaser by fire or accidents in the premises and/or causes not beyond his control.

26. Disconnection of supply :

In the event of the purchaser failing to comply with the provisions of the Terms and Conditions of supply as set out herein or falling to observe and fulfill the terms and conditions of this agreement on its part, it shall be left to the company after giving thirty day's notice in writings to the purchaser to discontinue the supply of energy.

The company shall, however, on the cessation of such breach of non-observance or non-fulfillment of the terms and conditions of Agreement and on payment by the Purchaser of the expenses incurred by the company in cutting off and reconnecting the supply, restore the supply with all reasonable speed.

27. Maintenance of lines:

The company undertakes to maintain free of cost the Purchaser's portion of the lines from its sub-station at _____

28. Tapping of line:

The company covenants that the Company shall, while tapping the lines between the substation and the supply points of the consumer, will ensure that the supply to the purchaser is not there by affected. The company shall inform the purchaser of all such tappings made from time to time. The company under takes to provide adequate device at such tapping points to enable disconnection of the loads should any fault develop in the feeder.

29. Saving clause as the company's rights:

The agreement shall be read and construed as subject in all respect, to the provisions of the Electricity Act, 2003 and all the rules and regulations for the time being in force there under so far as the same respectively may be applicable. In respect of matters not specifically provided herein the Terms and Conditions, Regulation and the Schedule of Tariff of the company for the time being in force or as may be revised from time shall apply.

In witness there of (Name and designation of Company authorized Executive) acting for and behalf of the Distribution Licensee and(consumer) have hereunto

set their hands and seal on thisday of the month of of the year

30. Consequences of submitting wrong information:

In the event of any wrong information furnished by the applicant(s) intentionally or unintentionally, the licensee will be at liberty not to release service connection and forfeit the money, if deposited.

In witness there of _____ (Name and designation of Licensee's authorised Executive) acting for and behalf of the Distribution Licensee and _____ (consumer) have set their hands and seal on this _____ day of the month of _____ of the year _____.

On behalf of Company	Consumer Name and Address
Signature	Signature
Seal	Seal
Place	Place
Witness (name and Address)	Witness (Name and Address)

ANNEXURE-I

Schedule

The particular required from all Consumer, having load more than 25 kW:

1. The name of the consumer:

Full Address and

Licence No. (if any)

2. Name of Licensee:
3. Load applied for..... kW (0.85 power factor)/ kVA.
4. Load sanctioned kW (0.85 power factor)/ kVA.

Vide Order No. Dated

5. Sanctioning Authority:
6. Date of sanction:
7. Connected Load in kW. :
8. Contracted Demand in kVA (For category HT, Bulk Supply, HT-I & HT-II Industries, Tea, Coffee & Rubber, Oil & Coal)
9. Category of supply :
10. Sub-Station (If Company's Distribution Substation)
 - (a) Name of the Substation:
 - (b) Name of the Feeder with operating Voltage : (If Company's Distribution Feeder):
 - (c) Feeder No.:
 - (d) Name of the Feeder with operating Voltage : (If Dedicated feeder of the Purchaser)
11. Sub-Station (If Special for the consumer)
 - (a) Name of the Substation:
 - (b) Capacity & Voltage Ratio :
 - (c) Transformer (Supplied by the owner/supplied by the COMPANY)
12. Maintenance Charges (If done by COMPANY):
Maintenance Charges (If done by the consumer):
13. Service Connection
 - (a) H.T. (Voltage)
 - (b) L.T. (Voltage)
 - (c) Point of commencement of supply
14. Meter or meters
 - (a) H.T. capacity etc.
 - (b) L.T. single Ph/3-Ph.

- (c) Meter no.
- (d) Multiplying factor
- (e) C.T. Ratio
- (f) P.T. Ratio

15. Whether new/augmented/renewal

16. Working period of the Industry

- (a) Whether runs for
 - (i) One shift
 - (ii) Two shifts or
 - (iii) Three shifts
- (b) Whether restricted supply
- (c) Whether seasonal load
- (d) Minimum Demand :
- (e) Load Factor :
- (f) Demand Factor :

17. Ratings of Capacitors Installed

Signature of the consumer
With date

Signature and Designation
of the Authorized officer
of the Company with date

N.B.:The officers authorized to sign the agreement with the consumers shall maintain the original documents in the guard file, which shall be made available, as and when necessary.

FORMAT-4 (iv)
TEST REPORT OF ELECTRICAL CONTRACTOR
(H.T./E.H.T.)

Electrical Contractor's details

Name of the Electrical Contractor :

Full Address and Phone No. :

.....

Licence No. of the Contractor :

Class and limit of Competency :

Licence valid upto (Copy of the licence to be enclosed) :

Date of Commencement of the work :

Reference of work commencement report:

To,

.....

.....

(Concerned Officer of Licensee)

We hereby certify that new/electrical installation work in the premises at (full address).....of..... owned/occupied by..... is duly completed and is ready for your Engineer for Test and connection to the mains.

1. Details of connected load:

Appliances/ equipment	Load (in kW)						
	3 ph load / total load	Phase 1		Phase 2		Phase 3	
		No. of Points	Total	No. of Points	Total	No. of Points	Total
Total							

Note : Full details (specification, rating, make etc.) of equipments and appliances other than lights and fans are to be given separately.

2. Contract demand:

3. Particulars of the installation and test results:

(a) Name and address of the Consumer:

.....

(b) Unique application no.

(c) Details of the installation (to be submitted separately)

(d) Short circuit fault level of the installation:

(e) Prospective date of Commissioning of installation

Note: Items from the table as available and tests as permissible may only be considered and additional item/ if any need be incorporated

Results of the tests conducted

S No.	Equipment	Test Conducted	Test Results	Remarks
1.	Linked Switch with Fuse (s)	(a) Mechanical operation (b) Rating of Fuse (c) Contact of Blades	Smooth/Troublesome _____ Amp Full/Partial	
1a.	Isolator	(a) Mechanical operation (b) Remote operation (c) Local Operation (d) Measurement of Contact resistance (e) Interlocking with earth switch (f) Interlocking with CB (g) IR Values Open Condition Closed Condition	OK/Not OK OK/Not OK OK/Not OK _____ micro Ohm OK/Not OK OK/Not OK _____ M Ohm Ph-Ph Ph-E	
2.		(1) Rating of the Circuit Breaker (i) Type (ii) Voltage (iii) Normal Current (iv) Rupturing capacity (2) IR Values Open Condition Closed Condition (3) Contact Resistance (4) Mechanical Operation (5) Remote Operation (6) Local Operation (7) Interlocking with Isolator	_____ _____ kV _____ Amps _____ KA Ph-Ph Ph-E _____ _____ Micro Ohm Instant Smooth/ Time Gap (Sec) OK/Not OK OK/Not OK OK/Not OK	

		(8) Interlocking with Earth switch (9) Alarm and Trip for OTI/WTI/Buchholz/PRV (10) Earth Fault Relay	OK/Not OK OK/Not OK OK/Not OK	
		11) Over Current Relay 12) Under Voltage Relay 13) SF6 Pressure Alarm and trip Operation Test	OK/Not OK OK/Not OK OK/Not OK	
3.	Transformer Sl. No.	(1) Insulation resistance Value (i) HT to LT (ii) HT to Earth (iii) LT to Earth (2) Break down Voltage Test Oil Sample-I (top) Oil Sample-II (Bottom) (3) Vector Group Test (4) Polarity Test (5) Magnetizing Balance (6) Tan Delta Test (as per capacity) (7) Oil Level in conservator tank (8) Oil Level in breather cup (9) OTI/WTI settings (10) OTI/WTI Alarm and Trip operation (11) Operation of Buchholz relay (12) Operation of PRV (13) Oil leakage (14) Interlock of door switch for dry transformer (15) Clearance for side clearance : Between two Transformers : (P) Body Earth resistance Neutral Earth resistance	 ____ M Ohm ____ M Ohm ____ M Ohm ____ kV ____ kV OK/Not OK OK/Not OK OK/Not OK OK/Not OK OK/Not OK A/T_°C A/T_°C OK/Not OK OK/Not OK OK/Not OK ____ Cms ____ Meters N1 ____ Ohm N2 ____ Ohm	
4.	DG sets S No for 1. Alternator 2. Engine	(1) Interlocking with other Supply Sources (2) Body Earth resistance (3) Neutral Earth resistance		
5.	Cable Size : Sq mm	1) Insulation Resistance Values (i) Ph-Ph		

		(ii) PH-Earth (iii) Oh-Earth+Other Ph (2) Bending Radius		
6.	Earthing	(1) Metal and Size of Earth Strips (2) Type of Earthing (i) Plate Earthing (ii) Pipe Earthing (iii) Counter Poise Earthing (3) Value of Earth resistance of earth electrodes for (i) Reactor Neutral (ii) LAs (iii) Structure (iv) Frame/Bodies of equipment (v) Motors	N1__ Ohm N2__ Ohm (R)__ Ohm (Y)__ Ohm (B)__ Ohm __ Ohm __ Ohm Ohm	
7.	Potential Transformer	(1) Ratio Test (2) Polarity Test (3) BDV of Oil (4) IR Test	OK/Not OK OK/Not OK __ kV (R) P-E __ M Ohm (Y) P-E __ M Ohm (B) P-E __ M Ohm	
8.	Current Transformer	(1) Ratio Test (2) Polarity Test (3) BDV of Oil (4) IR Test	OK/Not OK OK/Not OK __ kV (R) P-E __ M Ohm (Y) P-E __ M Ohm (B) P-E __ M Ohm	
9.	Transmission Line	(1) Physical condition of conductor/tower (2) Check of tower accessories (3) Tower footing resistance (4) Conductor continuity test (5) Check of ground clearance (6) Check of electrical clearance along the route	OK/Not OK OK/Not OK __ Ohm OK/Not OK OK/Not OK OK/Not OK	

4. System of wiring:

5. Additional observation , if any:

6. List of Authorised Technical Personnel involved in installation and testing ;

i) Electrical workmen and their signature

(a) Permit No. Signature:

(b) Permit No. Signature:

(c) Permit No. Signature:

ii) Supervisor who supervised and tested the work

Name.....

Supervisor's Certificate No. : Grades.....

Permit valid up to :

. Voltage of Insulation Meggar and SI no.....

SI. No. of Earth Tester : Weather.....

Date of Test:

Remarks,if any

.....

.....

Date

Signature.....

7. Licensed Electrical Contractor

Name

Contractor's licence No. :

Date

Signature.....

For Applicant:

I am satisfied and confirmed that the Electrical Supervisor of the Contractor has carried out the required tests.

Date:

Signature

Name:

FORMAT- 4 (v)

Test Report of Licensee

(with authorization of Applicant)

Authorisation of Applicant

In my absence, I hereby authorize as a representative on behalf of me at the time of Licensee's Physical verification of load and other technical, legal information, declared by me and also at the time of conducting different tests in my installation to ascertain eligibility of safe connection.

Signature of the authorize person

Signature of the applicant

Name:

Signature attested by the applicant :

Inspection and Test Report of Licensee for H.T. installation

For the use of Licensee

Name of consumer:

Address:

Unique application no.:

1. General Observations

S No.	Item	Observation
1.	Check of required phase to phase, phase to ground and sectional Clearance	
2.	Check for equipment layout and overall installation details	
3.	Test of resistance of earth mat or earth electrodes as applicable	
4.	Check of electrical contractor's/ installers pre-commissioning test reports of individual equipments	
5.	Check of manufacturer's routine/type test reports of individual equipments	
6.	Whether Inspector's approval if applicable is obtained	
7.	Whether owner's self certification about compliance with the Regulations is obtained?	
8.	General observations and views (specific deviation	

	From the requirements of the Regulations shall be clearly brought out	
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2. Tests conducted by licensee

Results of Tests arrived by Licensee under Regulation 31(3) of the CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 or its amendment from time to time .

(i) Result of Insulation Resistance Test

To be measured on applying a potential of 2.5 kV for one minute between phase conductor and earth. (for installations above 650 volt)

	Phase-1 & Earth	Phase-2 & Earth	Phase-3 & Earth
Between Phase and Earth	_____	_____	_____

(Note: Insulation Resistance between phase and neutral or between phases shall not be measured when any of consumer's appliances, such as fans, tubes, bulbs, etc. is in circuit as results of such test would give resistance of appliance and not the insulation resistance of installation.)

(ii) Checking and Testing of Earth

(a) Certified that an Earth Terminal as required under the Central Electricity Authority (CEA Safety Regulations, 2010) or its amendment from time to time has been provided by the company in the consumer's premises at an accessible position or near the point of supply.

Also, certified that the in addition to the a for mention earthing arrangement as provided his own earthing system with independent electrode.

(b) Results of earth test

SL No	Earthing For	Test Results	Remarks

Indicate weather on the day of testing e.g. rainy/hot/dry/cold

Name, signature and designation of the person conducting the test:

Note: The tests mentioned above are mandatory under the CEA (Measures relating to Safety and Electric Supply) Regulations, 2010. The licensee may conduct any other test as may be considered proper and necessary.

Observations of the authorised person of licensee:

1. The above mentioned installation is inspected and tested and found to be safe for connection to supplier's mains.

Or

2. The following defects/discrepancies are noted during inspection and testing of the installation-
 - (a)
 - (b)
 - (c)
 - (d)

The defects may be rectified so as to render the installation safe and a fresh Test Report is required to be submitted.

Signature of Authorised Officer of the Licensee

Name :

Designation:

Date:.....

Name of the Electrical Sub Division:.....