

MODEL POWER SUPPLY AGREEMENT FOR ELECTRICAL ENERGY SUPPLY ON HT/EHT SYSTEM

This Agreement made this.....day of.....20.....between the **TPADL** Limited (hereinafter called the “Nigam” which expression shall where the context so admits include its successors in office and assigns) of the one part And _____ (hereinafter called as the “CONSUMER” which expression, wherever the context so admits shall include its successor or successors in business and permitted assigns of his heirs, executors, administrators) of the other part. Whereas at the request of the Consumer, the Nigam has agreed to supply to the Consumer electricity at the consumer’s premises situated at and indicated in red in the map attached hereto for the purpose of.....and the Nigam has agreed to supply to the Consumer such energy upon the terms and conditions hereinafter contained.

NOW IT IS HEREBY DECLARED AND AGREED AS FOLLOWS:

- (1) The Nigam shall supply electrical energy of three phase, alternating current, at a declared voltage of between phases and at a nominal frequency of 50 (fifty) cycles per second at the terminals from its distributing main at HT/EHT as specified in the Terms and Conditions for Supply of Electricity-2004 (with its amendments) to the premises of the Consumer and the Consumer shall take from the Nigam electricity required for the purpose herein above recited at the single point of supply up to the maximum of..... KVA (hereinafter called contract demand).
- (2) Electrical energy supplied to the premises shall not be utilized by the Consumer in any manner prejudicial to the Nigam and all usage must be according to such method or methods approved by the Nigam. The use of power must be confined to such places as shall have been previously approved in writing by the Nigam. In case prejudicial use of power is detected, the Consumer shall pay penal charges in accordance with the provisions of the Terms and Conditions for Supply of Electricity-2004 (with its amendments). Besides, for dishonest abstraction/use/consumption of electricity or interference with the metering equipment or accessories, the consumer agrees and undertakes not to resell any part of the power supplied to him.
- (3) The point of supply as well as the metering point shall be at the Transmission /Nigam, substation at _____ (FOR EHT ONLY).
- (4) The Consumer agrees to take supply under any conditions of restrictions of load and time that may be fixed by the Nigam from time to time.
- (5) The supply of electrical energy under this Agreement is liable to be restricted, staggered or cut off altogether, as the case may be, if the power position or any other emergency warrants such a course of action. The Nigam reserves the right for periodical shutdown as and when required for the purposes of routine maintenance after giving reasonable intimation to the Consumer.
- (6) This agreement shall subject as hereinafter provided, remain in force for a period of one year in the first instance commencing from the date of supply and shall stand automatically renewed from year to year thereafter until expressly terminated in writing by either of the parties.
Provided that either party shall be at liberty to terminate this agreement or get the contract demand reduced by giving one month’s notice in writing in that behalf subject to completion of initial period of one year including notice period. The consumer can also get his connection permanently disconnected or get his contract demand reduced on the same day of notice if he is ready to pay the fixed charges amount equivalent to one month in lieu of one month’s notice.
- (7) The Nigam shall not be liable to pay damages/compensation in connection with loss of life or property arising, occurring or resulting from the use of power.
- (8) Where the Consumer is required to obtain a license or permit or “No Objection Certificate (NOC) for running his industrial/commercial concern and the license or permit is suspended or cancelled, or the validity of the NOC issued by the competent authority has expired, the Nigam shall have the right to discontinue power supply during the period when the license or permit is cancelled or suspended or the validity of the NOC issued by the competent authority has expired.
- (9) **METERS:** The energy supplied shall be measured and registered by a meter or meters in or upon the said premises to be provided, fixed and kept in proper order. The procedure for billing, when the meter is stopped/defective, lost, stolen or inaccurate, shall be regulated as per the relevant provisions of the Act and the Regulations framed.
- (10) **SECURITY DEPOSIT:** The Consumer on a request made by the Nigam in this regard, shall renew/enhance or replenish all security deposits in the event of the same becoming exhausted or insufficient.
- (11) **TARIFF AND PAYMENT OF ELECTRICITY CHARGES:** From the date this Agreement comes into force, the Consumer shall be bound by, and shall pay the Nigam, fixed charges, energy charges, rentals if any and additional security deposit in accordance with the charges and tariffs approved by the Commission from time to time for the appropriate class of Consumers. The Consumer shall pay the Nigam the tax and levies as determined by the State Government from time to time. In case even after disconnection, if the dues remains unpaid, then the Nigam shall be entitled to take recourse to the provisions stipulated in the Regulations and other laws for the time being in force to recover the arrears.
- (12) **DISCONNECTION FOR ARREARS AND RECONNECTION:** In case the Consumer fails to pay the periodic bill and due charges within the due date, the Nigam shall be entitled to cut off the supply after giving due notice as provided in the Act and RERC Regulations and power supply be restored only on payment of all arrears including interest and re-connection charges as stipulated from time to time.

- (13) **CONTINUITY OF POWER SUPPLY:** The Nigam shall take all reasonable precautions to ensure continuity of supply of power to the Consumer at the point of commencement of supply. However, the Nigam shall not be liable to the Consumer for any loss due to the interruption in the supply of power by reason of damage to the equipment of the Nigam during war, mutiny, riot, strike or by earth quake, hurricane, tempest or any accident or courses beyond the control of the Nigam.
- (14) **ENTRY INTO CONSUMER'S PREMISES:** The Nigam shall have access to the premises of the Consumer at all reasonable times without notice for meter reading, inspection, testing and/or for any other purpose incidental to, or connected with the proper maintenance of supply. The Nigam shall have access to the premises at any time for inspection, if there is any reason to suspect breach of the provisions of this Agreement, the Act and the RERC Regulations. If the Consumer, his agent, employees or anyone else purporting to act on his behalf attempts to obstruct or impede the Nigam or its employees or authorized person in this regard, the Nigam shall be entitled to cut off power supply besides taking any other action in accordance with law.
- (15) **ASSIGNMENTS OR TRANSFER OF THE BENEFIT OF THIS AGREEMENT BY THE CONSUMER:** The Consumer shall not, without the previous consent in writing of the Nigam, assign, transfer or part with the benefit of this Agreement and shall not in any manner part with, or create any partial/separate interest in it.
- (16) **APPLICATION OF THE PROVISIONS OF THE ACT AND THE RERC REGULATIONS:** In all matters not herein specifically provided for, the provisions of the Act, the RERC REGULATIONS and other laws for the time being in force shall apply.
- (17) **SAVING CLAUSE:** Nothing contained in this Agreement or any amendment thereof shall restrict any rights and obligations which the Nigam or the Consumer has derived under any legislation relating to supply and consumption of electricity enacted during the period of this Agreement.
- (18) If the consumer opts for open access then the contract for open access shall be governed by relevant regulations.
- (19) The consumer has agreed to bear stamp duty on this agreement.

In witness whereof I, _____ (Name & designation) on behalf of the **TPADL**, and (Name & designation) on behalf of consumer, namely _____ have hereunto set their signatures and the common seal the day, month & year first written above.

Signed by the above named in the presence of	Signed by the above named in the presence of
Signature & Rubber Stamp on behalf of consumer	Signature & Rubber Stamp of the authorized representative of the Nigam For & on behalf of TPADL.
Signed by the above named in the presence of	Signed by the above named in the presence of
(1) (Name and Address). (2) (Name and Address).	(1) (Name and Address). (2) (Name and Address).