

Serial No.

Madhya Pradesh Poorv Kshetra Vidyut Vitaran Company Limited, Jabalpur
Agreement for High Tension Supply

FORM No. C-9

THIS AGREEMENT made this _____ day of _____ 20__ between the Madhya Pradesh Poorv Kshetra Vidyut Vitaran Company Limited, Jabalpur a company incorporated under section _____ of Companies Act, 1956 and is a Government Company within the meaning of section 617 of the Companies Act 1956 (which expression shall where the context so admits include its successors in office and assigns) of the one part and _____ (hereinafter called the Consumer which expression where the context so admits shall include his heirs executors, administrators, legal representatives, successors in business and assigns) of the other part.

WHEREAS the Consumer has requested the Madhya Pradesh Poorv Kshetra Vidyut Vitaran Company Limited, Jabalpur (hereinafter referred to as the East Discom) to supply him with electrical energy in bulk at the Consumer's premises Situated at _____ and which for greater clearness is delineated on the plan here to annexed and thereon colored, for the purpose of _____ and the East Discom 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 (a) Subject to the provisions hereinafter contained and during the continuance of this Agreement, the East Discom shall supply to the Consumer and the Consumer shall take from the East Discom all such electrical energy as the Consumer shall require for the purpose of his own use and for the above mentioned purpose at his premises referred to above, up to a maximum of:—

- KVA from
- KVA from
- KVA from

(Hereinafter called the contract demand) subject to provisions of clause 13 hereof.

(b) The consumer shall not sell or transfer the electrical energy taken under sub-clause (a) without obtaining the sanction in writing of the Madhya Pradesh Electricity Regulatory Commission (hereinafter called MPERC) under the Electricity Act, 2003.

2. (a) Commencement of this Agreement shall date either from the actual date on which the Consumer has begun to take electrical energy under this Agreement or the day immediately following the expiry of prescribed notice period of intimation of ----- days as per Electricity Supply Code, 2004 as in force and as amended from time to time served by the East Discom's Executive Engineer of the area on the Consumer that Supply of electrical energy is available under this Agreement, whichever is earlier.

(b) Subject to the foregoing sub-clause (a) the Consumer shall commence to take electrical energy under the conditions of this Agreement within the prescribed notice period from the date of notice of the intimation referred to in sub-clause (a) foregoing ; and shall further complete the electrification of his premises within a reasonable time. In the event of non availing the supply by the consumer as per the above terms, he/it shall be liable to pay minimum charges as prescribed in the tariff as in force from time to time.

3. (a) The East Discom agrees to provide the necessaryvolts supply line; from the East Discom's mains to the premises of the Consumer upto the point of supply required to supply power to the Consumer under this Agreement and the fuses, isolators or oil circuit breakers as may be necessary at the point of supply as per standard practice of the East Discom and the Consumer shall pay to the East Discom the cost of such portion of that supply line as may be prescribed by the East Discom. Rent on metering equipment and/or any equipment installed by the East Discom at the Consumer's request will be charged in accordance with the regulations/orders issued by the MPERC and amendment from time to time.

(b) Notwithstanding that a portion of the supply line is paid for by the Consumer, the ownership of the entire supply line the including portion paid for by the Consumer shall vest in the East Discom and will be maintained by the East Discom at its cost.

4. The energy supplied to the Consumer by the East Discom shall be on 3 phase, 50 cycles, alternating current system at a normal pressure of ____ volts. The frequency and pressure of the electrical energy at the point of supply to the feeders of 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 for reasons beyond the control of the East Discom, be more than 3 percent on the frequency and (i) 6 percent on the higher side or 9 percent on the lower side in the case of high voltage ; or (ii) 10 percent on the higher side or 12.5 percent on the lower side in case of extra high voltage. The Consumer agrees to ensure that all his ____volts step down transformers shall be delta connected on the high voltage side, but any

deviation resulting due to reasons beyond the control of East DISCOM shall not entitle the consumer to claim any damages.

5. (a) The Consumer shall provide and maintain at his expense a locked and weather proof enclosure of a design to be approved by the East Discom for purpose of housing the East Discom's terminal high tension switchgear and equipment.

(b) The Consumer shall further provide free of cost to the East Discom necessary land belonging to the Consumer and afford all reasonable facilities for bringing in not only the direct cables or overhead lines from the East Discom's system for servicing the Consumer, but also cables or overhead lines connecting East Discom's other consumers, and shall permit the East Discom to provide all requisite switchgear and connections thereto on the above premises and to furnish supply to such other Consumers through cables and terminals situated on the Consumer's premises provided supply to the Consumer in the opinion of the East Discom is not thereby unduly affected.

(c) The Consumer may with the written permission of the East Discom house his own H.T. Switchgear and other apparatus connected with a supply of energy to him under this Agreement and as must necessarily be placed therein; but such enclosure shall not be used for any other purpose.

(d) The representative, servants, subordinates and workmen of the East Discom with or without tools shall have access at all times to the said enclosure or premises and to the incoming or outgoing cables or overhead lines laid under, over or across his lands under sub-provision (b) above for purposes of inspection, testing, repairs and maintenance of its property.

6 The point of supply shall be at the outgoing terminals of the East Discom's CUT OUTS that shall be installed under clause 3 or inside the premises provided by the Consumer under clauses 5 of this Agreement; and supply shall be taken to the point designated.

7 (a) For the purpose of registering the electrical energy taken by the Consumer under this Agreement there shall be provided one____ volt metering equipment (hereinafter referred to as the main meter) on the feeder of the Consumer which shall be the property of and be kept in repair and calibrated by the East Discom.

(b) Where metering is done on the low voltage side of supply either on grounds of economy or on account of non-availability or high voltage metering equipment of such other reason, the quantity of electricity consumed in any month on the high voltage for billing purposes will be computed by adding 3% (three percent) extra on account of transformation losses as prescribed in Electricity Supply Code 2004 as in force from time to time, to the total monthly quantity as registered by the meter on the low voltage side.

8 The Consumer may at his own expense install check-meters in his feeders at his premises Nevertheless the quantity of electrical energy and demand as recorded by the main meter installed by the East Discom under clause 7 here-of shall be taken at all times (subject to the provisions of clause 14 hereof) as the quantity of electrical energy actually supplied and the demand actually made from the East Discom's system.

9 The meters shall be properly sealed on behalf of both parties and shall not be interfered with by either party except in the presence of a duly authorised representative of the other party.

10. All transformers, switch-gear and other electrical equipments in the installation of the Consumer and also those directly connected to the feeders or lines of the East Discom shall be of suitable design and be maintained to the reasonable satisfaction of the East Discom. The setting of fuses and relays on the Consumer's control-gear as well as the rupturing capacity of any of his circuit breakers shall be subject to the approval of the East Discom. The starting current of motors shall not exceed the limits prescribed in the MPERC's "Electricity Supply Code 2004 as in force from time to time".

11. Save as provided herein the supply shall be available continuously except in cases of *force majeure as provided in* Electricity Supply Code 2004 as in force from time to time, *or* any cause over which the East Discom has no control and in any such case the East Discom shall not be responsible for any loss or damages for such discontinuance of the energy but shall recommence the supply as soon as it reasonably can.

12. (a) The Consumer agrees to restrict or regulate consumption of electrical energy supplied to him under this Agreement during peak hours as may be directed by the Chief Engineer of the East Discom in writing and at any other hours if so required to do, if any power position or any other emergency in the power system warrants such a course of action.

(b) The Consumer agrees to the supply of electricity under this agreement being curtailed, staggered or cut-off altogether by the East Discom, if the power position or any other emergency in the power system warrants such a course of action.

13. (a) The Consumer may be permitted such additional supply if available in excess of the contract demand as may be agreed upon by the East Discom and the Consumer after the latter has given due notice in writing of his desire to have the contract demand altered.

(b) In the event of the East Discom agreeing to make such additional supply available, the Consumer shall pay such contribution towards the cost of making such additional supply available as may be intimated by the East Discom.

(c) If such additional supply is made available by the East Discom the contract demand specified in clause 1 (a) hereof shall be increased to the same extent.

(d) On being satisfied that for certain compelling reasons the Consumer is not or will not be in a position to consume electricity sufficient to have maximum demand equal to his contract demand, the East Discom may in its discretion allow the Consumer when request in writing is received in this regard, to reduce his contract demand to such extent and from such date as the East Discom may decide in accordance with the provisions contained in Electricity Supply Code 2004 as in force from time to time. Such reduction in the contract demand shall not effect the consumer's liability to pay the amount of the minimum guarantee, mentioned in clause 21 (a) hereof.

14. The readings/MRI of the meter referred to in clause 7 hereof shall be taken by the authorised representative of the Consumer and the East Discom as prescribed in Electricity Supply Code 2004 as in force from time to time and the reading so taken shall be binding and conclusive between the Consumer, and the East Discom as to the amount of electrical energy supplied to the Consumer. In the event of the main meter or the ancillary equipment forming a part thereof being found defective the quantity of electricity supplied will be determined in accordance with the reading of the check-meter installed by East DISCOM. However If during the period when the main meter is defective the check-meter is not installed or is found also defective the quantity of electricity supplied shall be determined by taking the average consumption for the previous three months or otherwise as provided by MPERC in its Relevant regulations ; provided that if in opinion of the Superintending Engineer of the East Discom the conditions in the Consumer's installation during the month in question were such as to render billing on such average consumption not equitable either to the Consumer or to the East Discom the electricity supplied during such period shall be determined by the Superintending Engineer and in the event of the Consumer not being satisfied with such determination he may appeal to the East Discom's Chief Engineer concerned whose-decision in the matter shall be final.

15. The Consumer shall at all times allow the officer or servant of the East Discom generally or specially authorised by the Chief Engineer in this behalf to inspect the electrical equipment of the Consumer for all or any of the purposes connected with the supply of electrical energy to the Consumer under this Agreement.

16. The meters shall be recalibrated and standardised if so desired, by either party, by means of standard instruments by the East Discom in the presence of the Consumer or his representative; provided however that the East Discom may; conduct test-checks of the metering equipments at intervals of six months or such other period as prescribed in the Electricity Supply Code 2004 as in force from time to time.

17. The Consumer shall be entitled on application to the East Discom or its authorised representative in this behalf to have a special test of the meters carried out at any time and the expense of such test shall be borne by the East Discom or the Consumer according as the meters are found to be defective or correct as a result of such a test, such meters shall be deemed to be correct if the limits of error do not exceed those laid down in the Indian Electricity Rules, 1956, as amended from time to time.

18. For the purpose of this Agreement the maximum demand of the supply to Consumer in each month shall be equal to four times the largest amount of Kwh/kvah delivered at the point of supply of the consumer in the premises during any consecutive fifteen minutes in that month as per sliding window principle of measurement of demand.

19. The Consumer shall pay to the East Discom every month, charges for the electrical energy supplied to the Consumer during the preceding month at the East Discom's tariff applicable to the class of service and in force from time to time. A copy of the current H.T. Tariff order no. _____ dated _____ issued by MPERC as amended applicable to the Consumer is set out in the Schedule attached to this Agreement.

20. (a) The tariff is subject to the variable cost adjustment charge if any detailed therein.

(b) The incidence of the variable cost adjustment charge which shall be levied in addition to any minimum charges prescribed under the tariff in clause 19 or any minimum of special guarantee referred to in clauses 21 and 22 hereof.

21. It is hereby agreed that the East Discom shall be entitled to fix and charge enhanced amount of annual revenue, if the East Discom, on completion of all works for supply to the consumer, finds that it has incurred higher expenditure than the pre-estimated costs and in that case the consumer shall pay to the East Discom the enhanced annual revenue so fixed by the East Discom without any objection and will not raise any dispute regarding the same.

22. Special conditions and/or charges.

23. (a) If at any time during the continuance of the agreement between the licensee and the consumer, the plant or premises of the consumer is destroyed or damaged due to force

majeure conditions mentioned in Supply Code 2004, rendering the plant or premises wholly or substantially unfit for occupation or use, the consumer may, on giving 7 days notice in writing to the East Discom, about such a situation with requisite thereof be permitted a reduced supply of power as may be necessary and feasible. In all cases where the consumer claims Force Majeure conditions, East Discom's authorised representative shall verify the same. Such a facility shall be available to the consumer only if the period of reduced supply is for a minimum period of 30 days and upto a maximum of six months as specified in Supply Code 2004. The aforesaid period of reduced supply shall not be counted towards the initial period specified in the agreement and the period of agreement shall be extended for a further period equal to the period of reduced supply.

Provided nevertheless on the expiration of period of Agreement referred to in clause 28 hereof this Agreement shall continue to remain in force for a further period equal in length to the period during which the reduced supply under this clause shall have continued and provided also that the Consumer shall pay for the said reduced supply at such rate as under the East Discom's tariff for the area for the time being in force the Consumer shall elect to be charged.

(b) The East Discom or the consumer shall not be liable for any claim for loss, damage or compensation whatsoever arising out of failure of supply when such failure of supply is due, either directly or indirectly, to war, mutiny, civil commotion, riot, terrorist attack, flood, fire, strike (subject to certification by Labour Commissioner), lockout (subject to certification by Labour Commissioner), cyclone, tempest, lightning, earthquake or act of God. But in such event the Consumer shall not be liable to pay for any energy not actually supplied by the East Discom not shall the Period of discontinuance be added to the said period of the Agreement.

Provided that the Consumer shall pay for any reduced supply which the East Discom may supply to the Consumer for the time being in lieu of the demand under this Agreement at the rate as under the East Discom's tariff for the area for the time being in force the Consumer shall elect to be charged.

24. The average monthly power factor of the Consumer's installation shall not be less than 90 percent. Should it, however, fall below 90 per cent the Consumer shall pay such additional charges as may be specified in the tariff. Should the average power, factor fall below 70 percent, the East Discom may, without prejudice to its right to recover the minimum charges under the Agreement, disconnect the Consumer's installation till it is raised to 90% or above. This is however, without prejudice to the levy of additional charge for low power factor In the event of supply not being disconnected. The consumer also shall have the option to ask the East Discom to disconnect his installation in case the average power factor of his installation falls below 70 percent and the East Discom shall, when so required by the Consumer disconnect his installation. Any such disconnection will not relieve the Consumer from the obligation to pay the minimum charges under the Agreement.

25. (a) The East Discom will as far as possible within fifteen days after the expiration of each calendar month deliver to the Consumer a bill of charges stating the number of units supplied to the consumer by the East Discom in accordance with the reading of the said meters and the amount payable thereof according to the tariff applicable together with other charges payable by the Consumer to the East Discom and the Consumer shall pay the same within twenty one days from the date of the bill. The fuel cost adjustment charges as applicable under the tariff will be calculated and incorporated as a part of the bill on the basis of provisional average fuel cost as may be fixed by the East Discom from time to time; these charges are subject to final adjustment on the basis of average fuel cost for the period of account as certified by the Chief (Finance and Accounts) of the East Discom.

(b) The amount to be billed for each month shall be either the charges enumerated in clause 25 (a) above or one-twelfth (1/12) of the guaranteed annual minimum under clauses 21 and 22 whichever is higher, subject to monthly necessary adjustment without prejudice to clause 20.

26. (a) In the event of any dispute or difference as to the correctness of any bill or bills prescribed under the terms hereof the Consumer shall nevertheless pay such bill or bills within the aforesaid period of twenty one days. Any adjustment necessary due to incorrectness of such bill or bills shall be made by the East Discom in the next ensuing bill after the settlement of said dispute or difference.

(b) If the Consumer fails to pay any bills as provided in clause 25 he shall be liable to pay a surcharge as prescribed in the tariff order in force from the date of the bill if the bill is not paid within twenty one days of the date of the bill, the East Discom shall give the Consumer seven days' notice of Intention to discontinue the supply of electrical energy and at the expiry of such period if full payment has not been made, may forthwith disconnect the supply until full payment for all dues outstanding including surcharge and the charges for the work of disconnection and reconnection has been made.

27. (a) The Consumer shall be required to deposit where demanded in cash and or any other form as may be prescribed by the East Discom a sum not less than one and half months consumption as security for purpose next hereinafter mentioned, and shall on the like requisition from time to time replenish such security in the event of the same becoming exhausted or insufficient or otherwise considered inadequate. The East Discom will pay interest on the amount deposited in cash at such rate as prescribed by MPERC in its Security Deposit Regulations 2004 as in force from time to time. The East Discom 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 payment or satisfaction of all or any moneys which shall become due or owing by the Consumer to the East Discom in respect of supply of energy or otherwise under this agreement, but the provision in this clause contained, shall not prejudice any other remedy to which the East Discom may be entitled for the recovery of such moneys. The East Discom shall also be at liberty to enhance the amount of security deposit at any time during the period of this Agreement.

(b) If the Consumer fails within thirty days or such other period of notice as may be specified in writing in each case to comply with the terms of any notice requiring him to give any security including additional security or to renew or replenish any security mentioned in sub-clause (a) foregoing which may have become exhausted or insufficient, the East Discom may without prejudice to any other remedy to which the East Discom is entitled, refuse or discontinue the supply so long as such failure continues.

28. (a) This Agreement shall remain in force for a period of TWO years certain from the date of its commencement under clause 2 above. This period shall not be affected by anything stated hereinafter in this clause.

(b) After the period of two years mentioned in sub-clause (a) above, this Agreement shall unless terminated as hereinafter provided be deemed to continue upon the same terms and conditions from year to year provided that after the period of years certain stated in sub-clause (a) above the Agreement shall be terminable by either party giving at least 1 months' notice in writing (expiring at the end of any calendar month) before the termination of such period.

(c) Upon the expiry of such a notice, this Agreement shall terminate without prejudice to the rights which may have accrued hereunder to either party.

29. (a) The rates and other charges set out in the Schedule referred to in clause 19 hereof and the miscellaneous charges as specified by MPERC from time to time are those in force at the time of executing/commencement of the Agreement. The consumer shall be eligible for whatever reduction in or rebate from these rates/or in charges is granted by the East Discom and will be liable for whatsoever surcharge or increases upon them as may from time to time be charged by the East Discom or be liable to pay any new rate or tariff amount which the East Discom may in its discretion deem fit to charge in lieu of the payment fixed under this Agreement.

(b) The Tariff set out In the Schedule does not include any tax, duty or other charges on electrical energy that may be payable In accordance with any law in force. Such charges will be payable by the Consumer in addition to tariff charges.

30. Where more than one method of charging of the electricity consumed exist in the tariffs applicable to the class of service, the consumer shall exercise his option for one of them at the time of commencement of this Agreement as defined in clause 2 (a) hereof. After the commencement of the Agreement no further option in the selection of alternative tariffs will be allowed except twice during the period the Agreement remain in force.

31. The Consumer shall not without the previous consent In writing of the East Discom assign, transfer or part with the benefit of this Agreement either wholly or partially in favour of any person.

32. In the event of the Consumer failing to comply with the terms of this Agreement or any of them then in addition to the powers conferred on the East Discom by the Acts, Rules and Regulations referred to In clause 38 hereof, it shall be lawful for the East Discom after giving seven days' notice in writing to the Consumer to discontinue the supply of energy to the Consumer. The East Discom shall however on the cessation of the act which entitled it to discontinue the supply and on payment by the Consumer the amount of charges for the electrical energy already supplied and all other moneys then payable under this Agreement together with the expenses incurred by the East Discom in cutting off and reconnecting the supply restore the supply with all reasonable speed. Further it is hereby expressly agreed and declared that such discontinuance of supply shall not absolve the Consumer of his liability to pay the minimum charges or the minimum guarantee whichever is greater payable under the terms of this Agreement for the unexpired period of the Agreement inclusive of the period during which supply remained disconnected as above.

33. In the event of the supply of energy being discontinued by the East Discom in consequence of any breach or default on the part of the consumer entitling the East Discom so to do under the provisions of the Acts, Rules and Regulations referred to in clause 39 hereof, the amount of charges for the electrical energy already supplied and all other moneys then payable under this Agreement shall become due and recoverable forthwith; Provided always and it is hereby expressly agreed and declared that during the period of such discontinuance the Consumer shall continue to pay the minimum charges or minimum guarantee

whichever is greater, payable hereunder. The East Discom shall, however, on the cessation of the act which entitled it to disconnect the supply and on payment by the consumer of all charges reconnect the supply with all reasonable speed.

34. If at any time during the continuance of this Agreement the Consumer shall—

(a) being a limited Company pass a resolution for winding up or be ordered to be wound up by a court of competent jurisdiction and being an individual or individuals commit any act of insolvency or be adjudged insolvent.

(b) execute or create any mortgage charge, or other encumbrance on any property or asset of the Consumer so as to prejudicially affect the East Discom's rights and interests in electric meters, plant, apparatus and equipment at the Consumer's premise or any part thereof or any right exercisable by the East Discom in connection with said electric plant, apparatus and equipment; the East Discom shall be at liberty to terminate the Agreement by giving seven day's notice in writing to the Consumer and upon such termination the Consumer shall forthwith pay to the East Discom all the moneys then due and payable under this Agreement together with a further sum equal to the amount of the minimum or special guarantee whichever is greater for the unexpired minimum period of supply as and by way of liquidated damages.

35. This Agreement for supply of electrical energy supersedes all previous contracts for supply of energy to the premises entered into and executed by the East Discom and the Consumer namely:-

36. Notwithstanding that the East Discom may not have taken advantage of some previous breach, defaults or event of like nature on the part of the Consumer, it shall be lawful for the East Discom to enforce the terms and conditions of these presents in the event of a subsequent breach, default or event of like nature.

37. (a) The Consumer shall conform to conditions of supply prescribed by the MPERC from time to time in its regulations " Supply Code 2004", "Security Deposit Regulations 2004", "MP Electricity Grid Code 2004", "MP Electricity Distribution Code 2005", "Distribution Performance Standards 2004" and other relevant regulations prescribed by MPERC, and also the provisions of the Electricity Act, 2003, and any modification or re-enactment thereof, for the time being in force or that may be in force from time to time and to the rules and regulations there under for time being in force or that may be enforced from time to time in so far as the same respectively may be applicable. A copy of the Regulations on "Supply Code 2004" has been supplied by the East Discom to the Consumer and the Consumer hereby acknowledges the receipt thereof.

(b) Nothing contained in this Agreement or any amendment thereon shall restrict any rights obligations and discretions which the East Discom or the Consumer has derived under the law and also East Discom may derive under any legislation relating to supply and consumption of electricity enacted during the period of this Agreement.

38. (a) Any letter, order or document addressed to the Consumer shall be served by post or left at the address given in the preamble to this Agreement in the manner prescribed in Section 53 of the Electricity Act, 2003.

(b) All communications to the East Discom shall be addressed to the Additional Secretary of the East Discom at the Corporate Office of the East Discom or to any other office authorised or designated in this behalf.

39. Where any expression used in this Agreement is not defined in it or the Electricity Act, 2003, Electricity Rules, 1956 MP Vidyut Adhiniyam 2000 and regulations framed there under or in General Clause Act, 1897, such expression shall have the meaning generally assigned to it in the Electricity Supply Industry.

40. This Agreement shall be deemed to be entered into at Jabalpur and all disputes and claim, if any out of and in respect of this contract are to be settled at Jabalpur or be triable only and is exclusively in any competent court situated at Jabalpur.

SCHEDULE

(Reference Clause 19)

IN WITNESS, WHEREOF _____The Chief Engineer
(_____ Region/Commercial), Madhya Pradesh Poorv Kshetra Vidyut Vitaran Company Limited
by order and direction of and on behalf of Madhya Pradesh Poorv Kshetra Vidyut Vitaran

Company _____ Limited _____ and _____ the
Consumer _____ have
hereunto set their signatures and the common seals the day, month and years first written above.

Signed by the above named in the
presence of

(1) (Name and address)-

(2) (Name and address) - Chief Engineer, (Commercial/_____ Region),
Madhya Pradesh Poorv Kshetra Vidyut Vitaran Company Limited

The common Seal was hereunto affixed
in the presence of

(1) (Name and address) —

(2) (Name and address) — *Seal of the East Discom*

Signed by the above named in the
presence of

(1) (Name and address)—

(2) (Name and address) — *Consumer*

The common seal was hereunto affixed in
the presence of

(1) (Name and address) — *(Rubber/Common Seal of the Consumer)}*

(2) (Name and address)—

Note: - This format is under revision with MPERC and is subject to change as approved by MPERC