

**WBSEDCL**

WBSEDCL-11A

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**(A GOVERNMENT OF WEST BENGAL ENTERPRISE)****AGREEMENT FOR THE SUPPLY OF ELECTRICAL ENERGY AT
EXTRA HIGH/ HIGH VOLTAGE**

Memorandum of Agreement made thisday ofTwo
Thousand and Between WEST BENGAL STATE ELECTRICITY
DISTRIBUTION COMPANY LIMITED (hereinafter referred to as the 'WBSEDCL' which
expression shall include its successor) a Licensee under The Electricity Act 2003 having its
Registered Office at Vidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091 of the
one Part AND

.....
.....
(hereinafter referred to as the 'Consumer(s)' which expression shall include his/ its/ their
executors and administrators, legal representatives, successors & permitted assigns where
the context so admits) of the Other Part.

Whereas the consumers(s) has/ have requested the WBSEDCL to provide for supply of
electrical energy for use in the Consumer's/ Consumers' premises and the WBSEDCL has
agreed to provide such supply of energy upon the terms and conditions hereinafter set forth.

WITNESSETH AND IT IS HEREBY AGREED by and between the parties hereto as follows:-

1. The WBSEDCL shall supply to the Consumer(s) and the Consumer(s) shall take at the
point of supply electrical energy for Industrial/ Commercial/ Public Utility Services/ Public
Water Works/ Cold Storage/ Housing Complex/ Multi Storied Building/ Community
Irrigation for Agriculture/ purpose at the following premises at
.....
.....
.....
2. The electrical energy so supplied shall be of three phases, alternating current at a
declared pressure of 400/ 220/ 132/ 66/ 33/ 11/ 6.6/ 6 Kilo Volts between phases and
frequency of fifty complete cycles per second at the point of supply.
3. Subject to the provisions of West Bengal Electricity Regulatory Commission (Electricity
supply code) Regulation, 2004 & West Bengal Electricity Regulatory Commission
(Standards of Performance of Distribution Licensees Relating to Consumer Services)
Regulations, 2005 and their amendment time to time the Consumer(s) shall be entitled for
the said purposes to such supply upto but not exceeding maximum number of Kilovolt-
ampere for each year of supply as mentioned in Schedule-1 hereto (hereinafter referred
to as the 'Contract Demand') which shall be deemed to be part of this Agreement.
4. Unless otherwise agreed upon the point of supply shall be the incoming/ outgoing
terminals of the circuit breaker or isolator or indoor type breaker of WBSEDCL/
Consumer(s) installed at consumer's premises installed by the Consumer(s) under rule-50
of I.E. Rules, 1956.
5. (1) The WBSEDCL shall supply electrical energy to the consumer(s) at the above
mentioned point of supply provided that:

(i) The WBSEDCL shall be entitled to realise payment by the Consumer(s) a sum of Rs..... towards the cost of high voltage/ extra high voltage line, equipments, etc. (hereinafter collectively referred to as Service Line) and Apparatus necessary to laydown or place for the purpose of giving supply at the point mentioned hereof and the Customer(s) shall pay to the WBSEDCL such cost when called upon to do so in terms of West Bengal State Electricity Regulatory Commission (Recovery of Expenditure for Providing New Connections) Regulation, 2005 and its amendment time to time.

(ii) In case of execution of work on turnkey basis by the consumer, the consumer will supply and deliver materials/ equipments and labour under direct supervision and approved specifications of WBSEDCL. The consumer will be responsible for 12 (twelve) months from the date of handing over the service line to be executed by them for any defect arising out of bad workmanship which shall have to be rectified by them.

(iii) Whenever necessary the WBSEDCL may require the Consumer(s) to arrange for requisite way leaves at his/ its/ their own costs and pay the WBSEDCL the cost of diversion of the service line if the owner(s) of the land through which the existing service line if the owner(s) of the land through which the existing service line ask(s) the WBSEDCL to withdraw the service line at any point of time.

(2) The above service line and Apparatus, although paid by consumer(s), shall remain the property of and be maintained by the WBSEDCL. The WBSEDCL shall also be entitled to supply other Consumer(s) from such Service line and/ or Apparatus fixed in the Consumer's/ Consumers' Sub Station mentioned in Clause 7 hereof and for that purpose to erect and maintain such additional lines and Apparatus as may be required from time to time.

However, in case of 33KV indoor type terminal arrangement, the consumer shall have to maintain WBSEDCL's HV indoor equipment and accessories within Indoor Sub-Station including replacement of defective equipment/ components, as and when required, after commencement and till continuation of power supply under direct supervision of WBSEDCL.

6. (1) At the point of supply mentioned in Clause-4 above, subject to the conditions hereinafter contained, the WBSEDCL shall provide and erect such Switchgear or isolating device and Metering Equipments hereinafter referred to as the "WBSEDCL's Apparatus" as may be necessary to afford control by the WBSEDCL for the supply and to measure the same.

(2) The WBSEDCL may require to provide metering equipment on secondary side of Consumer's/ Consumers' transformer and in such cases 3% shall be added to the recorded maximum demand and kilowatt hours to cover transformation loss.

7. The consumer(s) if so required by the WBSEDCL, shall provide and maintain at his/ its/ their own expense an accommodation (hereinafter called the "Consumer's/ consumers' Sub-Station") of a size and construction to be approved by the WBSEDCL for reception of the electric lines and apparatus provided for the purpose of the supply and for accommodating the apparatus mentioned in Clause 6 above to be installed for the purpose of providing, transforming, controlling and/ or metering the supply.

8. (1) All Transformers, Switchgears and other Electrical Equipment belonging to the Consumer(s) and directly connected to the feeders or lines of the WBSEDCL shall be of suitable design and be maintained to the reasonable satisfaction of the WBSEDCL. The setting of fuses and relays on the Consumer's/ Consumers' control gear as well as the rupturing capacity of any of his/ its/ their Circuit Breakers shall be subject to the approval of the WBSEDCL.

- (2) In case any defect in any part of the Consumer's/ Consumers' installation is discovered by the Consumer(s) or by the WBSEDCL, the Consumer(s) shall of his/ its/ their own or at the request of the WBSEDCL, forthwith isolate/ disconnect the faulty part of the installation from the circuits of the supply.
- If the Consumer(s) does/ do not isolate or disconnect the faulty apparatus from the circuits of the supply, the WBSEDCL shall be entitled to suspend supply at the point of supply till necessary action is taken by the consumer(s) and duly intimated to the WBSEDCL. The supply of power shall be deemed to have been continued for the period during which action towards isolation/ disconnection of the faulty part of the installation from the circuits of the supply by the Consumer(s) would not be taken.
- (3) The WBSEDCL shall be under no responsibility of any kind for and/ or in connection with the Consumer's/ Consumers' installations or any apparatus of the Consumer(s) installed beyond the point of supply.
9. Any officer or person authorized by the WBSEDCL in that behalf shall be entitled to have access to the Consumer's/ Consumers' premises at all reasonable time and from time to time for taking meter readings, and/ or for repairs or replacement or otherwise of WBSEDCL's apparatus mentioned in clause 7 hereof. The consumer(s) shall be responsible for giving access to such officer or person of the WBSEDCL for such purpose. However, monthly meter reading shall preferably be taken between 8 AM to 5 PM.
10. The meters referred to in clause 11 below shall be properly sealed by the WBSEDCL and the same shall not be interfered with except by the representatives of the WBSEDCL so authorized for the purpose.
11. (1) The metering equipment shall generally include Instrument Transformers, Poly-phase integrating kilowatt hour meter, KW/ KVA maximum demand indicator and RKVAH/ KVAH meter.
- (2) The readings of the said meters shall be taken by the representative of the WBSEDCL once in a calendar month on or as near as practicable the same day of each calendar month. The monthly meter readings and billing will be done as per provisions of West Bengal Electricity Regulatory Commission (Electricity Supply Code) Regulation, 2004 and as amended from time to time. The billing period for the first bill after connection and/ or final bill after termination of Agreement may, however, be preferred for a fractional month.
- (3) In the event of any meter showing abnormally low or high reading in comparison to the reading of the reasonably comparable period or Metering system and / or the Meter not functioning properly or reasonably or the Meter being found defective, the power and energy consumption during the period when the Meter(s) shall give such low or high reading or the Meter or the Metering system not functioning properly or reasonably or the Meter(s) was/ were deemed to be defective shall be determined by taking an average consumption and other parameters for the preceding and/ or succeeding three months or during any previous and/ or subsequent period that may be reasonably comparable.
- The WBSEDCL is however at the liberty to install a check meter at the premises of the Consumer or at the WBSEDCL's sub-station. In the event the Meter as mentioned in clause 11(1) is deemed to be defective, the energy bill shall be raised as per the advance of the check meters.
12. (1) The Consumer(s) shall pay to the WBSEDCL for electrical energy supplied under this Agreement in accordance with the provision and scale of rates under Rate as set forth in the Schedule II hereto which shall be deemed to be part of this agreement.

- (2) If the WBSEDCL by a notification makes any alteration in the aforesaid rates, tariff and its associated stipulation duly approved by WBERC, such altered rates, tariff and its associated stipulations shall be treated as if the same were part of this Agreement in suppression of the charges set forth in the Schedule-II hereto, with effect from the date fixed in the notification.

13. (1) The WBSEDCL, after expiration of each calendar month shall deliver to the Consumer(s) a bill in accordance with the readings of the meters specified in Clause II mentioning therein the amount payable by the Consumer(s) to the WBSEDCL for Demand, Energy, MVCA and other charges if any. The Consumer(s) shall pay the total amount mentioned in the bill within due date specified in the bill.

If the consumer does not receive the bill in usual time, the consumer may approach to the WBSEDCL for a duplicate copy of the bill for making payment within the due time.

- (2) In the event the bill in any month cannot be preferred based on the meter readings due to any reason whatsoever, a provisional bill shall be preferred to the consumer which will be however subject to adjustment in due course.

14. (1) If the consumer(s) fails/ fail to pay the amount of any bill under this Agreement within the due date of the bill referred to, the WBSEDCL shall give the Consumer(s) fifteen day's notice of its intention to discontinue the supply of electrical energy and at the expiry of such period, if payment has not been received in the meantime, may forthwith disconnect the supply until full payment for all obligations pending including charge for the work of disconnection and reconnection has been made.

- (2) For Non-Payment of any bill within the due date the consumer(s) shall pay Late Payment Surcharge at the rate specified in the Schedule-II hereto and its revision, if any by WBERC.

15. The Consumer(s) shall on being so required by the WBSEDCL, provide a Security Deposit equivalent to the sum of Rs. in the shape of in the manner prescribed in the West Bengal Electricity Regulatory Commission (Miscellaneous Provisions) Regulation, 2005.

Alternatively consumer may make payment of monthly energy bills through revolving, irrevocable, confirmed, unconditional, non-recourse letter of credit equivalent to the sum of Rs. in lieu of submission of security deposit.

16. (1) The Agreement would remain valid at least for one year from the date of commencement of supply/ revised supply and may continue till its determination. Either Party, however, with the consent of the other Party shall be at liberty to determine this Agreement before the expiry of the aforesaid period. The WBSEDCL is at liberty to determine this Agreement if the power supply to the consumer remains disconnected for a period of 180 days for non-payment of electricity charges or any other charges or non-compliance of any direction under Electricity Supply Code as prescribed thereof and no effective steps have been taken by the consumer to remove the cause of disconnection, the agreement of the licensee with the consumer for supply of electricity shall be deemed to have been terminated with consequential effect on expiry of such period of 180 days. WBSEDCL has also the liberty to determine this agreement at any point of time during discontinuation of supply of power at the instant when the security amount thus held by the consumer during the period of discontinuation of supply of power will be found inadequate. This will be without prejudice to such other action or the claim that may arise from the disconnection of supply or related issues thereof. On termination of agreement, the licensee shall have the right to remove the service line and other installation through which electricity is supplied to the consumer.

- (2) The distribution licensee may at any time, appropriate such deposit in whole or part in satisfaction of any sum legally due or owing by the consumer to the licensee where the supply of electric energy to the consumer continues or has ceased without prejudice to any other remedy to which the licensee may be entitled for recovery of such due or owned by the consumer any other provisions of the Act or any other law.
17. (1) In the event of Consumer(s) desiring to increase his/ its/ their contract demand during the continuance of the Agreement the WBSEDCL may require the Consumer(s) to intimate in writing stating the quantity of the power required for the next 5 year period of operation whereupon the WBSEDCL shall take steps as per WBERC's Regulation applicable thereof subject to compliance of necessary formalities including those specified herein below by the consumer.
- (2) The Consumer(s) shall pay to the WBSEDCL any expense incurred by reason of alteration and/ or extension in respect of any Service Line, Switchgear, Meters and other equipment necessitated to meet such altered Contract demand.
- (3) The security deposit may be increased to take into account the altered Contract demand.
- (4) The rest for downward revision of contract demand will be considered as per WBERC's Regulation applicable thereof.
18. The Consumer(s) shall be responsible for and will make good to the WBSEDCL all damages or injuries to the electric lines and/ or apparatus of the WBSEDCL due to accident or negligence on the part of the Consumer(s) or his/ its/ their employees or due to fire or other accident on the premises not beyond his/ its/ their control.
19. During the currency of this Agreement the whole of the energy required by the consumer(s) shall be taken from the WBSEDCL. In case of emergency, when there is a failure of supply from WBSEDCL's mains due to any cause whatsoever, the consumer(s) shall be at liberty to use power from his/its/their stand-by Generating Set(s), if any, subject to the condition that the set(s) must not run in parallel with WBSEDCL's system.
20. The WBSEDCL may disconnect supply of electricity if the consumer uses any appliances or equipment or uses the energy in such a manner as may endanger the WBSEDCL's service lines, supply mains, meters and other plants/ equipment and works of the WBSEDCL. The WBSEDCL, may however, serve a notice in writing of not less than 24 hours before such disconnection along with the reasons/ cause of such disconnection.
- In emergent circumstances, the WBSEDCL may disconnect even within the notice period or without notice, if continuation of supply is likely to endanger supply mains, service lines and other plants & equipments or the work of the WBSEDCL or endanger the life.
- The WBSEDCL may disconnect the supply if there is appropriate and sufficient reason to suspect that the consumer is indulging in tampering the meter including the metering equipment or using tampered meter or engage any other improper acts as stipulated under section 135(1), 138 and/ or 139 of the Electricity Act, 2003 and / or the consumer indulges in malpractice by improper use of electricity for a purpose other than for which the supply has been provided intended or allows / extends supply of energy to any other premises or consumer or person from his connection.
- The supply of electricity to the consumer whose supply has been disconnected due to theft/ tampering etc. shall be reconnected or restored on fulfilment of the penal action as prescribed in the West Bengal Electricity Regulatory Commission (Electricity Supply Code) Regulation 2004 and as amended from time to time.

21. The execution of this Agreement will not in any way affect the liability of the Consumer(s) for payment of all dues and charges under the Agreement dated against final and/ or provisional bill(s) and/ or supplementary bill(s), which has/ have been preferred and / or will be preferred and the WBSEDCL will be at liberty to exercise all rights with powers to recover such dues from the Consumer(s) as if the said dues are payable by the consumer(s) under this Agreement.
22. The Consumer(s) hereby agree/ agreed to accept and abide by the provisions of Electricity Act, 2003 and Regulations framed thereunder for the time being in force and all other subsequent amendments/ alteration/ additions hereto so far as the same are applicable which shall be deemed to be part of this Agreement.
23. The Agreement shall be read and construed as subject, in all respect, to the provisions of the Electricity Act, 2003 and Regulations framed thereunder and of the Rules for the time being in force thereunder so far as the same respectively may be applicable.

IN WITNESS WHEREOF the parties to these presents have hereunder set and subscribe their respective hands and seals the day, month and year first above written.

Signed, sealed and delivered for and
on behalf of the West Bengal State
Electricity Distribution Company Ltd.

In presence of
.....
.....

Signed, Sealed and delivery by the
Consumer(s) in presence
.....

The Common Seal of the
Consumer has been affixed

In presence of
.....
.....

SCHEDULE - I

Year of Operation	Contract Demand
1 st Year KVA
2 nd Year KVA
3 rd Year KVA
4 th Year KVA
5 th Year KVA

The consumer(s) during the continuance of this Agreement shall be entitled to consume electrical power upto but not exceeding the Contract Demand as indicated at Schedule-I above.

SCHEDULE - II

As per prevailing applicable Tariff, schedule whereof is attached herewith.