

**JHARKHAND BIJLI VITRAN NIGAM LIMITED**  
**H.T. AGREEMENT FORM**

An agreement made this..... day of ..... of TWO THOUSAND ..... BETWEEN the Jharkhand Bijli Vitran Nigam Limited, a deemed Licensee under the provisions of Section 14 of the Electricity Act '2003 (hereinafter referred to as "The Nigam" or the 'Licensee' or JBVNL), which expression shall where the context so admits include its representatives and assigns, on the one part AND Mr./Ms ..... on his behalf and on behalf of other members of the joint family/Proprietor of the firm .....  
Occupation..... designation.....  
S/W/D/o..... by religion..... permanent resident of Village/Town..... P.O.....  
P.S ..... District..... (In the State of.....) Tel no....., Mobile no. ...., AADHAR No....., PAN No..... at present residing at Village/ Town ..... P.O ..... P.S ..... District....., Tel. no....., E-Mail.....

Or

..... a partnership firm/ Joint Stock Company duly registered under the Indian Partnership Act'1932/ Indian Company's Act'1913/ 1956/ 2013 bearing registration no..... of with the Registrar of Firms/Registrar of Joint Stock Companies at ..... in the state of ..... and having its registered office at ..... acting through its ..... namely Mr./Ms.....S/W/D/o..... permanent resident of Village/Town ..... P.O ..... P.S ..... District ..... (In the State of.....), Tel. no ..... Mobile no....., AADHAR No....., PAN No ..... at present residing at Village/Town ..... P.O..... P.S ..... District Tel. no ..... E-Mail ..... (Hereinafter referred to as the "consumer" which expression shall, unless excluded by or repugnant in the context: include his heirs, legal representatives, successors, executors, administrators and permitted assigns) on the other part.

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

WHEREAS the consumer has applied and the Nigam 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 said premises") for his own use and / or for resale purposes (later part is applicable only where the consumer is a licensee under section 14 or exempted u/s 13 of the Electricity Act, 2003) subject to the terms and conditions hereinafter contained.

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

1. (a) The Nigam shall furnish to the consumer and the consumer shall accept at the point of supply mentioned in the schedule here to 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 33 KV/11KV Volts, 50 cycles, 3 phases, 3 wires/ 4 wires, alternating current system subject to standard variations as provided in the Indian Electricity Rules, 1956/ the Electricity Rules, 2005 or any other statutory modification thereof as may be in force from time to time for the purpose and up to the maximum specified (hereinafter referred to as the contract demand) and under the conditions laid down in the Schedule.

Provided, that the supply of electricity as stipulated above may, with previous information through newspaper/email/SMS/on website etc., be regulated, curtailed, staggered or cutoff altogether by or on behalf of the Nigam if in the opinion of the Nigam 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, firstly that the supply of electricity as stipulated above may, with previous general or particular warning, be regulated, curtailed, staggered or cut off altogether by or on behalf of the Nigam if in the opinion of the Nigam 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 Nigam 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.

- (b) The consumer shall commence to take supply within 3 months of intimation from the Nigam to the effect that supply is available, failing which 50% of the Monthly minimum charges/fixed charges 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.

Provided, firstly that if in the opinion of the concerned General Manager-cum-Chief Engineer Jharkhand Bijli Vitran Nigam Limited, 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 General Manager-cum-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 Nigam will be entitled to realize at once, from the consumer the price of 50% of the monthly minimum guaranteed units of consumption or 50% of the minimum monthly charges plus 50% of monthly demand charges, whichever is applicable, as per prevalent tariff payable on the contract demand mentioned under item no. 4 of the schedule to the agreement, for a period of 3 years.

(c) The point of supply shall be at the outgoing terminal of the Nigam's apparatus in the consumer's premises from which energy is conveyed to the consumer.

(d) In the event, the licensee is not be able to supply to the consumer in case of all kinds of unforeseen events, acts of God, including but not limited to lockout, strike of its' employees, breakdown of machinery or plant, flood, drought, cyclone, earthquake, mutiny, war, civil unrest, occurrence/ break out of epidemic and/ or pandemic situation etc. and other force majeure conditions or any other cause over which the licensee has no control, in any of which case the licensee shall not be responsible for any loss or damages to the consumer, but shall restore the supply as soon as the licensee can.

2. (a) The Nigam shall, at its 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 Nigam of the supply and to measure the same. The Nigam's switchgear and incidental apparatus shall be under the sole control of the Nigam and the consumer or his agents, officers or servants shall not at any time touch or interfere in any way with the Nigam'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 of suitable Capacity and design and shall be maintained to the satisfaction of the Nigam. The setting of fuses and relays on the consumer's control gear as well as the rupturing capacity of any of the circuit-breakers shall be subject to the Nigam's approval. The consumer from time to time and at all times shall allow the authorized employees of the Nigam to inspect by providing such employees instant access to his premises, the electrical equipment of the consumer installed for all or any of the purposes connected with the supply of electrical energy to the consumer under this agreement.

Provided, that if any of the above said equipments is supplied by the Nigam the consumer shall pay to the Nigam such hire charges as he may be asked by the Nigam from time to time. On consumer's failure to pay such charges in time the Nigam shall be entitled to remove the above said equipments and if necessary discontinue supply **after giving one month notice**. The consumer shall all along be responsible for safe custody of the equipments so long as they remain installed at the site within the premises of the consumer

and in case of damage shall pay such compensation as may be demanded by the Nigam. The Nigam may remove the damaged equipment and if necessary discontinue supply and the Nigam shall not at all to be responsible for any loss or damages to the consumer as a result of such disconnection of supply. The Nigam 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 Nigam, 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 Nigam and such meter or meters shall remain the property of the Nigam (Meter includes metering unit). The meter should be installed in such a way, that the consumer may have access to the meter for knowing the consumption pattern.

(b) The meter including the metering unit installed within the premises of the consumer shall be sealed by the Nigam in presence of the consumer who shall not interfere with it at any time thereafter. The Nigam can, however, replace the seal with intimation to the consumer to be present during such act. Record duly signed by both the parties shall be maintained by the Nigam 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.

(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 burnt, the reading during the period of such cessation or defective registration or burning shall be on the basis of the average consumption of the last three months immediately preceding the month in which the meter was last read (including that month) in which the meter ran correctly and reading was duly recorded for the period for which the meter stopped recording. In case of meter being out of order from the period before which no pattern of consumption is available, the provisional average bill shall be issued on the basis of sanctioned/ contract load on following load factor applicable to respective categories as shown below:

<b>Consumer Category</b>	<b>Load Factor</b>
Domestic	0.15
Non-Domestic	0.20
LTIS	0.20
DS-HT	0.15
HT Consumers-Below 132 kV	0.30
HT Consumers- 132 kV & Above	0.50

In case of failure to take reading by Nigam's employee due to any reason, the bill shall be issued on the basis of consumption in the last billed months. Proper adjustment shall, however, be made when actual reading is taken next. However, in case of inaccessibility of meter for two consecutive billing cycles, the licensee shall serve seven days notice to the consumer to make the meter accessible, in case of failure to comply, the line will be disconnected after expiry of 24 hours of serving of a notice in writing under

section 163 (3) of the Electricity Act, 2003 or whichever provision is prevalent.

4. (a) Subject to the minimum contract demand applicable for the category of supply in which the consumer falls as per Nigam's tariff framed by the Jharkhand State Electricity Regulatory Commission (hereinafter referred to as the Commission/ JSERC) the consumer shall pay to the Nigam 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 tariff framed by the Jharkhand State Electricity Regulatory Commission and in force from time to time. The presently enforced tariff is available at Nigam's official website i.e. [www.jbvn.co.in](http://www.jbvn.co.in) and is subject to provisions of clause 13 appearing hereinafter:

Provided that notwithstanding anything said above, the consumer shall have to pay minimum charges, if applicable, as specified in the above said tariffs framed by the commission enforced from time to time irrespective of whether energy to that extent has been consumed or not (Such minimum charges referred to as "minimum monthly charges" at other places in this agreement).

(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 any consecutive 30 minutes in the month and that for Railway Traction Services it shall be fifteen minutes time block.

(c) Subject to minimum contract demand, the demand charges for supply in any month will be based on the maximum KVA demand recorded during the month or 75 percent of the contract demand whichever is higher or as per the prevailing tariff order issued by the commission from time to time. In case of HTS & HTSS category of services, if higher actual demand is recorded for three continuous months, the same shall be treated as the new contract demand for the purpose of billing of future months and the consumer will get into a new Agreement for the revised contracted demand with the consumer.

(d) For HTS & HTSS Consumers, the penalty on exceeding contract demand shall be 1.5 times the normal charges for demand exceeding 110% of the contracted demand: the penal charges shall be applicable on total exceeded demand w.r.t. contract demand or as and when amended/applicable as per JSERC Tariff/Regulations.

5. (a) Reading of the meters shall be taken by the Nigam once in each month or at such other intervals or time as the Nigam shall deem expedient and the Nigam's meter readers shall have access to the consumer's premises at all reasonable times for the purpose of taking such readings. The Nigam shall fix due date twenty one days after delivery of the bill to the consumer, the bill for energy consumed during that month in accordance with the readings of the meters and subject to the minimum monthly charges, if applicable. 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 in accordance with the bill within the due date specified in the bill as per terms of the tariffs

framed by the Commission and enforced from time to time.

**(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 tariff framed by the Commission and enforced from time to time. If the amount of such bill remains unpaid after the due date specified in the bill, the Nigam may discontinue the supply after giving the consumer not less than 15 clear days notice. The service will be reconnected only on receipt of full payment for all obligations outstanding upto the date of reconnection and charges for the work of disconnection and reconnection of service. The Nigam shall not at all be responsible for any loss or damages to the consumer as a result of such disconnection of supply.

**(c)** In the event of dishonored cheque for payment against a particular bill, the Nigam shall charge a minimum of Rs. 300 or 0.5% of the billed amount, whichever is higher. The DPS shall be levied extra as per the applicable terms and conditions of DPS for the respective category in the event of failure to deposit the amount. Action may be initiated by the Nigam for disconnection, treating it as a case of nonpayment of the bill. If there are two instances of dishonour of cheques, the Nigam may not accept payment through cheque from the consumer till the end of the following financial year. This shall be without prejudice to other rights of the Nigam to proceed against the consumer for dishonor of the cheque.

**(d)** The payment of the bill shall normally be made through NEFT/RTGS/ any other available mode or at the specified local collection centre of the licensee on any working day during prescribed hours or through any other facility like e-service (if available), Banks, Post offices, ATP (Any Time Payment) Machine etc. as may be specified by the Nigam.

**(e)** In case of non-receipt of a bill in time, the consumer should approach the concerned billing office of the licensee and obtain duplicate copy of his bill for payment within due date. Non-receipt of bill in time cannot be a plea for non-payment by the consumer.

**(f)** Payment of bill shall be made by the consumer in time even in case of dispute in bill amount, which shall be adjusted in/ recovered from the subsequent bill issued, after settlement of the dispute.

- 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 re-tested in accordance with the provisions as laid down in the Electricity Supply Code Regulation. In the event of the meter being tested in accordance with the aforesaid provisions and found to be beyond the limits of accuracy as prescribed in the Notification no. 502/ 70/ CEA/ DP&D dated 17.03.06 issued by Central Electricity Authority, New Delhi 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/charged in accordance with the result of the test taken, due regard being paid to the conditions of working during the month under dispute and during the previous three months. However, the supply will continue with new meter.

7. The consumer shall on receipt of a requisition from the Nigam in this behalf, deposit with a sum of Rs..... (Rupees \_\_\_\_\_) in cash, Banker's Cheque, demand draft (DD) of any Nationalized Bank/Schedule Bank 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. Consumer whose total amount of Security Deposit exceeds Rs.10 Lacs may, at his option, furnish irrevocable Bank Guarantee from a nationalized or scheduled commercial Bank initially valid for a period of two years. The Nigam 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 Nigam 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 Nigam 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 the Electricity Supply Code. The amount of security deposit in full or any additional amount over and above the amount already in deposit demanded by the Nigam on enhancement aforementioned or otherwise shall be paid in cash or by demand draft by the consumer by a date to be fixed by the Nigam in the same manner as for 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 30 days clear notice where after connection can only be restored if deposit in full is made along with the disconnection and reconnection charges.

Provided, secondly that Nigam shall pay an interest to the consumer at the State Bank of India base rate prevailing on the 1st of April for the year, payable annually on the consumer's security deposit with effect from date of such deposit in case of new connections energized after the date of this notification, or in other cases, from the date of notification of these Regulations. The interest accrued during the year shall be adjusted in the consumer's bill for the first billing cycle of the ensuing financial year. The rate of interest will be applicable as per JSERC's tariff order/supply code regulations. No interest on security shall be allowed against the security paid by way of Bank Guarantee.

8. The agreement shall be ordinarily in force for a period of not less than three years in the first instance (except in exceptional cases in which written consent of the Nigam will be taken) from the date of commencement of supply and thereafter shall continue

from year to year until the agreement is determined as hereinafter provided or as per the prevailing tariff order issued by the commission from time to time.

**Note-**In case where the date of commencement of supply is a date subsequent to that of the execution of this agreement, the Nigam 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 Nigam.

**9. (a)** The consumer shall not be at liberty to terminate this agreement before the expiration of three years or the period which may be notified through gazette notifications, from the date of commencement of the supply of energy. The consumer may determine this agreement with effect from any date after the said period on giving to the Nigam not less than one calendar month's previous notice in writing in that behalf and upon the expiration of the period of such notice this agreement shall cease / determine without prejudice to any right which may then have accrued to the Nigam hereunder provided always that the consumer may at any time with the previous consent of the Nigam transfer/assign this agreement to any other person after clearing all the dues as on the date of such transfer and upon subscription of such transfer, this agreement shall be binding on the transferee and Nigam and take effect in all respects as if the transferee had originally been a party hereto in place of the consumer (transferor).

**(b)** In case the consumer's supply is disconnected by the Nigam in exercise of its powers under this agreement and/or law for the time being in force and the consumer does not apply for reconnection in accordance with law within the remainder period of the compulsory availing of supply as stated above or the period of notice whichever is 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 of 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 Nigam under or in pursuance of the provisions of this agreement shall be payable to the Jharkhand Bijli Vitran Nigam Limited acting through its Assistant Electrical Engineer of the area of the supply /Electrical Executive Engineer of the area of the supply/Commercial & Revenue of supply Circle in which the consumer's premises lie and shall be recoverable by such officers of the Nigam as a public demand under the provisions of Bihar and Orissa Public Demands Recovery Act, 1914. However, the said provision shall not prejudice any other legal remedy to which the licensee may be entitled to for recovery of such dues.

**11.** This agreement shall be read and construed in all respects subject to the provisions of the Electricity Act, 2003. including rules and regulations framed there-under, the (Electricity Supply Code Regulation '2015) effective from 09.09.2015, tariffs and terms

and conditions for supply of electricity framed and issued from time to time 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 Nigam may do so as per provision laid-down in the Electricity Supply Code but it will not be obligatory on the part of the Nigam to supply the energy on such requisition. The load can be enhanced only after making the full payment due on the consumer, if any, on date, if the same have not been stayed by the Court of law or the Commission. No reduction in load shall be allowed before expiry of initial period of agreement of three years. After the expiry of the initial period of agreement of 3 years (from the date of first agreement/initial agreement) or as per prevailing Regulation, the consumer can reduce his contracted/sanctioned demand as specified in clause 7.17 of JSERC (Electricity Supply Code) Regulations, 2015 or other provisions for the time being in force.

**13. Reduction in Fixed Charges:** Recovery of Complete Fixed/Demand Charges from consumers shall be based on the availability of hours of supply recorded by meters installed in the consumer's premises. JBVNL to include the same in the consumer's bill and recover the Fixed Charges only in proportion to the hours of supply as per the meter. The cut off hours for complete recovery from Fixed/Demand Charges shall be 23 hours per day for HT Consumers or as per the prevailing tariff order issued by the commission from time to time.

Provided that the planned outages/Rostering in the network that are uploaded on its website seven days in advance with a copy to the Commission and intimation to the respective consumers shall be excluded while computing scheduled supply hours.

**14.** The Nigam shall be at liberty at any time to alter the demand charges, energy charges including fuel-surcharge, other surcharges etc., if any, and minimum guarantee charges as set out in the Schedule appended here-to and this Schedule shall be deemed as having been automatically revised with effect from the date Commission 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 Nigam shall be given to the ..... either by delivery or by registered post. Any such notice if sent by the registered post may be presumed to have been delivered 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 filed in a court having territorial jurisdiction over the place of point of supply of electricity to the exclusion of any other courts. So far as bill disputes are concerned, the same will be adjudicated upon by the Forum Constituted by the licensee under the Electricity Act , 2003 in accordance with Rules and Regulations framed thereof.

- 17.** This agreement is subject to changes/addition/modification as per modification in Nigam's rule/Hon'ble JSERC's Regulation terms & conditions applicable from time to time.
- 18.** The stamp duty and other incidental charges shall be payable by the consumer.
- 19.** In case, a condition arises where any clause of this HT Agreement is inconsistent with the provision of the relevant Act or any condition given in relevant Tariff Order/JSERC Supply Code Regulation, The Provision/Regulation of the Act/regulations/Tariff Order shall prevail over the agreement.
- 20.** In the event of any wrong information furnished by the consumer, the licensee shall be at liberty not to provide service connection or disconnect the service connection, as the case may be, after giving proper notice to the consumer, without being prejudice to the other rights of the licensee.
- 21.** In case of change of status, address, Mobile No., Telephone No. etc. of the consumer, the same shall at once be informed to the Nigam, alongwith submission of updated documents.
- 22.** Failure to comply the term(s) and condition(s) of this agreement by the consumer shall entail disconnection of supply, without being prejudice to other rights of the licensee, including legal consequences (of Civil and Criminal liabilities).

**THE SCHEDULE REFERRED TO ABOVE**

1. Description of premises-
- (a) Holding No...../ Plot No. ....  
Ward No..... Khata No ..... Mohalla/ Village .....  
P.O..... P.S. .... Sub-division .....  
District .....

(Strike out the words not applicable)

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

2. Purpose for which supply is given (specify)
3. Point of supply
4. Maximum Kilovolt amperes required by the consumer (i.e. Contract Demand)
5. Minimum Monthly Charges
- (a) Demand charge per month

6. Nature of supply Volt .....
- 3 Phase, 4 Wire, 50 Cycles
- Tariffs-.....

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

1. Signed by or on behalf of the consumer

**(Signature in full)**

Authorized by the consumer under deed of

Date Resolution No. Dated.

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

Seal/Common Seal of Consumer



1. *In presence of (1)*

*Address in full*

*(Signature in full)*

2. *In presence of (2 )*

*Address in full*

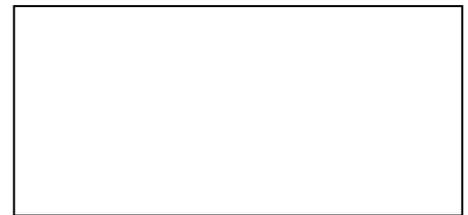
*(Signature in full)*

3. *Signed for and on behalf of  
the Jharkhand Bijli Vitran Nigam Limited*

*Designation and address*

*(Signature in full)*

*Seal of the executing office of the Nigam.*



4. *In presence of (1)*

*Designation and address*

*(Signature in full)*

*In presence of (2 )*

*Designation and address*

*(Signature in full)*

**Declaration by the Applicant /Consumer for Agreement of supply of  
Power by Jharkhand Bijli Vitran Nigam Limited**

I (name            in block            letter) .....  
S/W/D/o of            ..... Village/Town.....  
P.O..... P.S ..... District ..... (In the State  
of ..... ) Mobile no....., AADHAR  
No....., PAN No..... do hereby declare as follows:-

1. That I shall abide by the terms and conditions of this agreement as well as provisions of the Electricity Act '2003 and the Electricity (Supply Code Regulation) as framed by Jharkhand State Electricity Regulatory Commission from time to time.
2. That I shall pay for the Supply of electricity based on prevailing tariff rates, within prescribed time.
3. That I shall pay for all other charges, surcharged, duty etc. Payable in accordance with the supply code Regulation and schedule of charges of the Nigam approved by the Commission, within prescribed time.
4. That I shall deposit such security money as the Nigam may be entitled to recover from me under the prevailing Act and Regulation and also pay additional security money as and when intimated by the Nigam.

Place:

Date:

(Signature of consumer in full)

Date of commencement of supply.....