



सरकारी गजट, उत्तराखण्ड

उत्तराखण्ड सरकार द्वारा प्रकाशित

रुड़की, शनिवार, दिनांक 20 दिसम्बर, 2008 ई0 (अग्रहायण 29, 1930 शक सम्वत्)

भाग 1-क

नियम, कार्य-विधियां, आज्ञाएं, विज्ञप्तियां इत्यादि जिनको उत्तराखण्ड के राज्यपाल महोदय, विभिन्न विभागों के अध्यक्ष तथा राजस्व परिषद् ने जारी किया

UTTARAKHAND ELECTRICITY REGULATORY COMMISSION, DEHRADUN

NOTIFICATION

December 5, 2008

No. F-9 (22)/RG/UERC/2008/1197—In exercise of powers conferred under section 181 read with section 43 and section 57 of the Electricity Act, 2003 and all powers enabling it in that behalf, Uttarakhand Electricity Regulatory Commission hereby makes the following Regulations, namely:—

1. Short title, Commencement and Application--

- (1) These Regulations may be called the Uttarakhand Electricity Regulatory Commission (Release of New HT & EHT Connections, Enhancement and Reduction of Loads) Regulations, 2008.
- (2) These Regulations shall come into force on the date of their publication in the official Gazette.
- (3) These Regulations extend to the whole State of Uttarakhand.
- (4) These Regulations will apply to only HT & EHT connections and will cover grant of new connections and increase or decrease of loads already sanctioned.

2. Definitions--

In these Regulations, unless the context otherwise requires--

- (1) "Agreement" with its grammatical variations and cognate expressions means the supply agreement entered into by the distribution licensee and the consumer in the format specified at Annexure 1.3;
- (2) "Bank Rate" means the Rate as notified by Reserve Bank of India u/s 49 of the RBI Act, 1934;
- (3) "Continuous Process Industries" would mean the industries requiring continuous supply due to continuous nature of their process, like glass, textile, paper industry, etc. The decision on whether a process is continuous or not has to be taken based on guidelines, to be prepared by distribution licensee's management, which would have to be got approved from the Commission before their application.

(4) "Earthing systems" shall--

- (a) consist of equipotential bonding conductors capable of carrying the prospective earth fault current and a group of pipe/rod/plate electrodes for dissipating the current to the general mass of earth without exceeding the allowable temperature limits as per relevant Indian Standards in order to maintain all non-current carrying metal works reasonably at earth potential and to avoid dangerous contact potentials being developed on such metal works,
- (b) limit earth resistance sufficiently low to permit adequate fault current for the operation of proactive devices in time and to reduce neutral shifting,
- (c) be mechanically strong, withstand corrosion and retain electrical continuity during the life of the installation. All earthing systems shall be tested to ensure efficient earthing, before the electric supply lines or apparatus are energised;

- (5) "Extra High Tension (EHT)" means the voltage above 33000 Volts under normal conditions subject to the percentage variation permissible under the Indian Electricity Rules, 1956 or their successor regulations framed under section 53 of the Electricity Act, 2003;
- (6) "Electrified Area" would mean areas falling under all municipal corporations, municipalities, municipal councils, town areas, notified areas and other municipal bodies and in villages declared electrified by the distribution licensee/State Government;
- (7) "High Tension (HT)" means the voltage above 650 Volts and upto 33000 Volts under normal conditions subject to the percentage variation permissible under the Indian Electricity Rules, 1956 or their successor regulations framed under section 53 of the Electricity Act, 2003;
- (8) "Outstanding Dues" means all electricity dues pending on said premises at the time of disconnection plus late payment surcharge subject to the provisions of section 56(2) of the Electricity Act, 2003;
- (9) "Rules" means the Indian Electricity Rules, 1956 or their successor regulations framed under section 53 of the Electricity Act, 2003;
- (10) "UPCL" means Uttarakhand Power Corporation Limited and its successor entity/entities, presently the sole distribution licensee in the State, which has been assigned distribution and retail supply license by the Commission.
- (11) All words and expressions used and not defined in these regulations but defined in the Electricity Act, 2003 shall have the meanings assigned to them in the said Act.

3. Conditions for grant of HT/EHT connections--

- (1) All connections above 88 kVA shall be released on HT/EHT only with contracted load in kVA.
- (2) All loads more than 1 MVA shall be sanctioned with independent feeders emanating from nearest 33 kV/ 66 kV/132 kV/220 kV substation with metering arrangements at both ends:

Provided that if the right of way for the proposed independent feeder is not available, such loads above 1 MVA may be sanctioned either through underground cables or from the existing feeder provided more than 50% spare capacity is available on such feeder:

Provided further that connection for Continuous Process Industries requiring continuous supply, irrespective of load applied for, shall be released through independent feeder only.

- (3) Voltage of supply shall be as under :--

Load more than 88 kVA and upto 3000 kVA	11 kV
Load more than 3000 kVA and upto 10000 kVA	33 kV
Load more than 10000 kVA and upto 50000 kVA	132 kV
Loads more than 50000 kVA	220 kV

Provided that applicants shall be allowed to take connection at voltage higher than voltage of supply indicated above :

Provided further that all steel units like Induction/Arc furnaces or Rolling Mills, Re-rolling Mills, Mini steel plants, etc., irrespective of load applied for, shall be sanctioned load at 33 kV or above and through independent feeder only.

- (4) A connection will be given to a new consumer only with a correct 3 phase 4 wire energy meter having specifications as provided in the Central Electricity Authority (Installation & Operation of Meters) Regulations, 2006 and the same shall be installed as prescribed in the said Regulations.
- (5) For all new connections at HT and EHT, next higher standard single ratio Current Transformer (CT) of accuracy class as given in sub-regulation (7) below shall be used. Under no circumstances multi ratio CT shall be used for metering purpose. Cross-sectional area of cables between CT and meter shall not be less than 6 sq. m.m.
- (6) For all new connections at HT and EHT, Potential Transformer (PT) of accuracy class as given in sub-regulation (7) below shall be used for metering. No other load shall be put on measuring PT. Cross-sectional area of cables between PT and meter shall be not less than 6 sq. m.m.
- (7) Meters, Current Transformers (CT) and Potential Transformers (PT) shall meet the following requirements of Accuracy Class as provided in the Central Electricity Authority (Installation & Operation of Meters) Regulations, 2006 :--

Accuracy Class

Voltage of supply	Meters	CT & PT
Above 650 Volts	0.5S or better	0.5S or better
Above 33 kV	0.2S or better	0.2S or better

Provided that in case the CTs and PTs of the same accuracy class as that of the meters cannot be accommodated in the metering cubicle or panel due to space constraint, the CTs and PTs of the next lower accuracy class can be installed.

- (8) Applicant for a new HT/EHT connection will have to undertake that he shall abide by relevant and applicable provisions of UERC (Distribution Code) Regulations, 2007, UERC (State Grid Code) Regulations, 2007 and all other Rules/Regulations.
- (9) Where the new owner/occupier has purchased/taken on rent or otherwise legally occupied an existing property whose electricity connection has been disconnected, it shall be the duty of the new/prospective owner/occupier, before purchase/occupancy of the property, to verify that the previous owner/occupier has paid all dues to the distribution licensee and has obtained a "no-dues certificate" from the distribution licensee. In case, such "no-dues certificate" has not been obtained by the previous owner/occupier, the new/prospective owner/occupier may approach the concerned officer of the distribution licensee for such certificate even before purchase/occupancy of the property. The distribution licensee shall acknowledge the receipt of such request and shall either intimate in writing the dues outstanding on the premises, if any, or issue the "no-dues certificate" within one month from the date of receipt of such application. In case, the distribution licensee does not intimate the outstanding dues or issue the "no-dues certificate" within this time, new connection on the premises shall not be denied on ground of outstanding dues of the previous consumer. In such an event, the distribution licensee shall have to recover his outstanding dues from previous consumer as per provisions of law.
- (10) Provisions of sub-regulation (9) above shall not be applicable where property has been purchased in a public auction and distribution licensee shall have to recover his outstanding dues from previous consumer as per provisions of law.
- (11) Where a property has been legitimately sub-divided, the outstanding electricity dues on such undivided property, if any, shall be divided on pro-rata basis based on area of such sub-divided property.
- (12) A new connection to any portion of such sub-divided premises shall be given only after the share of outstanding dues attributed to such legitimately sub-divided premises is duly paid by the applicant. The distribution licensee shall not refuse connection to an applicant only on the ground that dues on the other portion(s) of such premises have not been paid, nor shall the distribution licensee demand record of last paid bills of other portion(s) from such applicant.

- (13) In case of demolition and reconstruction of the entire premises or the building, consumer shall have to apply for suspension of the existing connection and Agreement. Consumer shall also indicate the period of such suspension. Consumer shall also apply for temporary connection for reconstruction purpose.

Existing HT/EHT line shall not be removed. Distribution Licensee may utilise existing HT/EHT line for providing temporary connection by installing appropriate meter. Upon re-construction, consumer shall get temporary connection disconnected and apply for re-energisation of suspended old connection. Old connection shall be re-energised only on payment of any outstanding dues and reconnection charges. In case, consumer desires to increase/decrease the load, the procedure as per Regulation 9 shall be followed.

4. Application for new HT/EHT connection--

- (1) Any application for release of a new HT/EHT connection shall be submitted along with documents listed below and shall be processed by the distribution licensee as given hereafter.
- (2) A prospective consumer desirous of obtaining a new electricity connection shall make an application to the distribution licensee for this purpose on the prescribed application form given in **Annexure 1** at concerned divisional office, accompanied by non-refundable Registration-cum-Processing fee as given below :--

Connection at 11 kV	Rs. 5,000/-
Connection at 33 kV	Rs. 10,000/-
Connection at 132 kV	Rs. 25,000/-
Connection at 220 kV or above	Rs. 50,000/-

- (3) Prescribed application forms can be obtained free of cost from distribution licensee's divisional and sub-divisional office or any other office or the same can be downloaded from the official website of the distribution licensee (www.uttaranchalpower.com, www.upcl.org for UPCL) etc. or even photocopied.
- (4) The documents required to be submitted along with the application form are given below:

(a) Proof of Ownership or Occupancy and Statutory Permissions/Registrations :

The applicant shall submit self attested copies of the following documents along with the application form :--

- (i) Proof of ownership/occupancy of the premises in the form of:
 - a) Sale deed or lease deed (with latest rent receipt issued within three months prior to the date of application) or the khasra or khatauni (inclusion of applicant's name in the khasra or khatauni shall be sufficient for this purpose); or
 - b) Registered General Power of Attorney; or
 - c) Municipal tax receipt or Demand notice or any other related document; or
 - d) Letter of allotment; and
- (ii) Proof of making application for approval/permission/NOC of the competent authority such as Pollution Control Board, Director of Industries etc., if required under any law/statute.
- (iii) In case of a partnership firm, partnership deed and list of Partners alongwith their certified addresses.
- (iv) In case of a Limited Company, Memorandum, Articles of Association, Certificate of Incorporation and list of Directors alongwith their certified addresses.
- (v) An applicant who is not an owner but an occupier of the premises shall, along with the documents listed at (i) to (iv) above, also furnish a no objection certificate from owner of the premises :

Provided that in case the applicant is unable to submit any of the documents listed at (i) and (v) above then the applicant shall be charged thrice the amount of security given in regulation 5(12). The owner of the premises, if different from the applicant, shall not be liable for payment of any dues against such connection.

(b) Identity Proof :

- (i) If the applicant is an individual, self attested copy of any of following documents shall be furnished as identity proof :--
 - a) Electoral Identity Card; or
 - b) Passport, or
 - c) Driving License; or
 - d) Photo Ration Card; or
 - e) Photo Identity Card issued by Government Agency.
- (ii) If the applicant is a company, firm, trust, school/college, government department etc., application shall be signed by competent authority like Director, Proprietor, Partner, Branch Manager, Principal, Executive Engineer along with certified copy of relevant resolution/authority letter of the company/institution concerned etc. Such person shall also submit copy of any of the identity proofs mentioned above at (i).

(c) Undertaking for tentative date on which applicant's works would be completed and ready for energisation.

Note : Normally no document, which has not been so listed, will be required and shall be asked for.

- (5) Simultaneously, consumer may, at his option, submit layout drawings and other details such as ratings of equipment/apparatus proposed to be installed etc., to the office of Electrical Inspector for his approval to avoid delay in getting final clearances.
- (6) On receipt of duly filled application form from the applicant, the authorised officer of the distribution licensee shall check the application form and deficiencies, if any, observed in the application shall be got rectified from the applicant immediately. The authorised officer of the distribution licensee shall issue dated acknowledgement of the receipt of application.
- (7) Distribution licensee shall also ascertain whether any dues are outstanding on the premises and, if so, the distribution licensee shall issue a demand note within 5 days from date of receipt of application form giving full details of such outstanding amount and 15 days time for depositing the same. The applicant shall be required to deposit outstanding dues within the said period of 15 days failing which his application shall lapse and the applicant shall be informed accordingly in writing under acknowledgement. In cases where the applicant deposits the outstanding dues within 15 days, the date of receipt of application shall be deemed to be date of such deposit.
- (8) Distribution licensee shall, within one month from date of receipt of application, study the feasibility of providing such connection including route survey for line and associated works and sanction the load. In case, works related to transmission licensee at 132kV or 220 kV are required to be executed, the distribution licensee shall immediately intimate the transmission licensee for carrying out such study and take the estimate of works charges from it. The distribution licensee shall ensure that it informs the applicant, the estimated amount that is required to be deposited, in accordance with Table 1 given below, and the date by which the said amount is to be deposited within the said period of one month. The distribution licensee shall also indicate in the above communication, the approximate time frame for providing such connection, which shall not be more than that specified in these Regulations or tentative date indicated by consumer in his application, whichever is later.

- (9) No application shall be returned on the ground "Technically not feasible" or due to material constraints
- (10) All 132 kV and 220 kV works shall be executed by transmission licensee. Prior intimation, along with amount of estimated works charges deposited by applicant for such works, to the transmission licensee would be required to be given by the distribution licensee sufficiently in advance so as to meet the overall time frame laid down in these Regulations. For feeders emanating from its 132 kV/ 220 kV substations, the distribution licensee shall provide an appropriate metering cubicle at such 132 kV/220 kV substation. Transmission Licensee's responsibility shall be limited up to line side isolator of the feeder.
- (11) Within one month after sanction of the load, the applicant shall be required to deposit requisite estimated amount towards works charges depending upon the type and quantum of works required, as per Table 1 below :--

Table 1 : Works Charges

Sl.No.	Description	Works Charge
(A) 11 kV connection :		
(1)	Terminal equipment at consumer end including HT cables, CT, PT, Meter cubicle etc.	Rs. 1.50 lac
(2)	For independent Feeder Terminal equipment at sending end including, Switch gear, HT cables, CT, PT, Meter cubicle etc.	Rs. 4.00 lac
(3)	Line Cost--	
	(a) Overhead line cost	Rs. 40,000 per 100 mtrs or part thereof
	(b) Underground cabling cost	Rs. 1.5 lac per 100 mtrs or part thereof
(B) 33 kV connection :		
(1)	Terminal equipment including circuit breakers, isolators, lightening arrestors at sending end and EHT cables, CT, PT, Meter cubicle etc. at both ends	Rs. 10.00 lac
(2)	Line Cost--	
	(a) Overhead line cost	Rs. 75,000 per 100 mtrs or part thereof
	(b) Underground cabling cost	Rs. 2.5 lac per 100 mtrs or part thereof
(C) 132 kV connection :		
(1)	Terminal equipment including circuit breakers, isolators, lightening arrestors at sending end and EHT cables, CT, PT, Meter cubicle etc. at both ends	Based on the estimate prepared by Transmission Licensee
(2)	Line Cost--	
	(a) Single circuit line (b) Double circuit line	
(D) 220 kV connection :		
(1)	Terminal equipment including circuit breakers, isolators, lightening arrestors at sending end and EHT cables, CT, PT, Meter cubicle etc. at both ends	Based on the estimate prepared by Transmission Licensee
(2)	Line Cost--	
	(a) Single circuit line (b) Double circuit line	

- (12) At least 3 months before the beginning of every financial year, the distribution licensee may submit, if necessary, proposal for revision of charges as per Table 1 above along with supporting calculations and justification for approval of the Commission. Charges once approved shall remain valid till these are revised by the Commission.

5. Processing of an Application and Execution of Work by the Distribution Licensee--

- (1) On receipt of estimated amount of works charges, the distribution licensee shall begin executing the works.
- (2) In cases, where supply of electricity to premises applied for does not require commissioning of new substation /bay, the distribution licensee shall complete installation of HT/EHT works within the time specified below for different voltage levels from the date of deposition of amount by the applicant :--

Sl.No.	Description	No. of Days
(i)	11 kV works including line :	
	(a) not involving independent feeder	60 days
	(b) involving independent feeder	90 days
(ii)	33 kV works including line	120 days
(iii)	132 kV and above works including line	180 days

(3) In cases, where supply of electricity to premises applied for requires commissioning of a new substation/bay, the distribution licensee shall take up the work on the new sub-station/bay at its own cost and complete the work within the additional time specified below for different sub-stations :--

Sl.No.	Description	Number of Days
(i)	New 33/11 kV sub-station	180 days
(ii)	Augmentation of existing 33/11 kV sub-station	120 days
(iii)	Extension of bay at 33/11kV sub-station	45 days
(iv)	132 kV and above sub-station	18 months
(v)	Extension of bay at 132 kV and above sub-station	90 days

- (4) Within 5 days of completion of the HT/EHT works, the distribution licensee shall inform Electrical Inspector to inspect the installation as per Rule 63(1) along with the requisite inspection fee. Electrical Inspector shall inspect the works and either accord his approval for energisation of distribution licensee's works or intimate the deficiencies therein within fifteen days from date of deposit of inspection fee by distribution licensee.
- (5) Applicant shall also complete installation of its HT/EHT works as per the Rules. On completion of his works, applicant shall request Electrical Inspector for approval in prescribed form as per the Rule 63(2) along with requisite inspection fee. Electrical Inspector shall inspect the applicant's works as early as possible but, not later than fifteen days from date of application for inspection. Upon receipt of approval from Electrical Inspector, applicant shall inform the distribution licensee about completion of his works in work completion report as per **Annexure 1.1** alongwith self attested copy of Electrical Inspector's approval at least two weeks before the time-frame specified in these Regulations or tentative date indicated by applicant in his application, whichever is later :

Provided that if applicant feels that he would not be able to take supply by the date of energisation initially indicated in his application (as per regulation 4(4)(c) above), he may inform, at least two months in advance of this date in writing, to the distribution licensee, a new date on which he proposes to take the supply which shall now be deemed as tentative date indicated by the applicant. However, this option to extend the date of energisation as above may be exercised only once by the applicant.

- (6) The distribution licensee shall inspect and test the applicant's installation, as required under Rule 47, in the presence of the applicant or his representative within two weeks from the date of receipt of the work completion report and copy of Electrical Inspector's approval as mentioned in sub-regulation (5) above. Testing of installation shall be done as per procedure laid down in Rule 48 and the inspecting officer of the distribution licensee shall maintain a record of test results obtained in the form given at **Annexure 1.2** as required under Rule 47. The applicant or his representative shall be present during the inspection.
- (7) Upon inspection, the distribution licensee shall verify that all HT and EHT works have been carried out conforming to relevant provisions of the Rules and all HT and EHT equipment installed at the applicant's premises conforms to relevant BIS and, in absence thereof, other equivalent international standards. Distribution Licensee shall also inspect LT works laid at applicant premises and verify that LT wiring has also been laid as per provisions of the Rules. **Distribution Licensee shall in particular check resistivity of 'Earth system' provided by the applicant at his premises as per Rule 61(4) and record the same in his report. Distribution Licensee shall also verify that earth wire of proper size has been laid in the premises and all metal parts of electrical equipment installed at applicant's premises and third pin of three pin sockets are permanently connected to earth as per 2nd proviso of Rule 61(3).** In case the distribution licensee finds any defect(s), he shall record it in his report in the prescribed format given as **Annexure 1.2** and he shall also intimate the same to the applicant or his representative on the spot under proper receipt.
- (8) The applicant shall get all the defects removed within 30 days and inform the distribution licensee in writing under acknowledgement. In case applicant fails to remove such defects or fails to inform the distribution licensee about removal of the defects, the application shall stand lapsed and applicant will have to apply afresh.
- (9) Upon receipt of information from applicant about removal of defects, the distribution licensee shall re-inspect and test the installations within 5 days from receipt of such information and if the defects pointed out earlier are found to persist, the distribution licensee shall again record the same in the form given at **Annexure 1.2** and hand over a copy of the same to applicant or his representative available on site. The application shall then stand lapsed and applicant shall be informed accordingly in writing under acknowledgement. If the applicant feels aggrieved by this action of the distribution licensee, he may appeal to the Electrical Inspector, whose verdict in the matter will be final and binding.
- (10) If on inspection no deficiency is found or the deficiencies are found to have been removed, the distribution licensee shall, within a period of 15 days from the date of inspection or the date of approval granted by Electrical Inspector for distribution licensee's works whichever is later, raise demand note, of the final amount to be paid by the applicant for depositing it within a period of 15 days, indicating the following :--
 - (a) Initial Security Amount @ Rs. 1000/kVA of contracted load.
 - (b) Additional/refund of works charges, if any,
 - (i) For connections upto 33 kV – only line cost based on actual line length. Line cost for actual line length shall be calculated as per norms given in regulation 4(11) above.
 - (ii) For connections above 33 kV - based on actual expenditure for line and terminal equipment.
 - (c) Less Registration-cum-Processing fee charged as per regulation 4(2) above.
- (11) Upon receipt of such amount as indicated in demand note, the distribution licensee shall, within 7 days, inform the applicant in writing the final date of energisation of applicant's works. Such final date shall not be later than the sum of relevant time frames given above. At the time of energisation of applicant's works, the applicant shall be required to enter into an Agreement in the format given in **Annexure 1.3**.
- (12) No connection shall be energized without the approval of Electrical Inspector for works in sub-regulations (4) and (5) above.
- (13) If distribution licensee fails to provide connection to an applicant within the period specified above, he shall be liable to pay penalty @ Rs. 1000/- for each day of default.

6. Apart from the Registration-cum-Processing fee, charges prescribed in the Table 1 above, initial security amount and the additional cost, if any, based on actual line length/actual expenditure as per regulation 5(10) above, no other charges such as cost of meter, CT, PT and other terminal equipment etc. shall be payable by the applicant of a new connection.

7. Withdrawal/Lapse of Application--

- (1) If a person, after applying for connection, withdraws his application or refuses to take supply or his application lapses, the Registration-cum-Processing fee shall be forfeited and the amount, deposited by the applicant towards works charges will be refunded as hereunder :--

i) In case the work execution has not commenced by the distribution licensee by that time	Full amount may be refunded.
ii) Where less than 50% work has been executed	50% amount may be refunded.
iii) Where more than 50% and upto 75% work has been executed	25% amount may be refunded.
iv) Where more than 75% work has been executed	Nil
- (2) The refund shall be made by distribution licensee within 30 days of the receipt of withdrawal/refusal letter/lapse of application, beyond which interest shall be payable at the Bank rate

8. Delay on the part of Applicant to commence taking supply--

The applicant shall be deemed to have commenced taking supply of electricity from distribution licensee as a consumer, under the conditions specified in the enclosed Agreement, from the final date of energisation intimated by the distribution licensee as per regulation 5(11) above. If the applicant fails to commence taking supply of electricity from this date, the applicant shall be liable to pay Fixed/Demand or any other charge as per applicable Rate Schedule for consumers given in the prevailing Tariff Order.

9. Procedure for Enhancement / Reduction in Contracted Load--

- (1) Consumers can either enhance or reduce their contracted load anytime once in a financial year.
- (2) For this, the consumer shall have to apply to the distribution licensee in the form given at **Annexure 2**, which shall be made available free of cost at distribution licensee's sub-divisional/divisional or any other office. This form can also be downloaded from the distribution licensee's website or even photocopied.
- (3) The procedure and conditions for grant of new connection as specified in Regulations 3 to 8 shall be followed for enhancement/reduction of contracted load except that application shall be made in **Annexure 2** in place of **Annexure 1** and the penalty payable by the distribution licensee for delay in effecting enhancement/reduction of contracted load shall be payable @ Rs. 500 for each day of default in place of Rs. 1000/day.
- (4) Subject to the procedures and completion of formalities as per Regulation 4 and 5 of these Regulations, the distribution licensee shall complete the works as per timelines specified in these Regulations. However, if enhancement/reduction of load does not require any alteration of line/sub-station works the contracted load shall be enhanced/reduced within 30 days.
- (5) A consumer seeking enhancement in load shall pay security for enhanced load after duly adjusting the amount already paid for existing load and, if augmentation or replacement of existing equipment/lines is required, the works charges for the terminal equipment and/or lines as per Table 1 above.
- (6) If the reduction in load, sought by the consumer involves replacement of existing equipment, then the consumer shall pay the works charges for the terminal equipment as per Table 1 above and the difference between security deposit required for the reduced load and that already deposited shall be adjusted in the bills within the next three billing cycles.
- (7) In case the enhancement/reduction in load requires change in supply type from LT to HT/EHT or vice-versa, the provisions of relevant regulations shall be applicable depending upon the nature of enhanced/reduced load.

10. Information regarding Procedure and Charges for New Connection/Enhancement or Reduction of Contracted Load--

- (1) The distribution licensee (UPCL) shall prominently display by 31st March 2009, on its website and in all its offices details of places where applications for new connection/enhancement or reduction of contracted load are accepted on its behalf, the detailed procedure for grant of a new connection/enhancement or reduction of contracted load and the complete list of documents required to be furnished alongwith such applications. **Registration-cum-Processing Fee** to be deposited with the application, the **security amount, as per regulation 5(10), Works Charges** in accordance with Table 1 given in regulation 4(11) of these Regulations, to be deposited subsequently by the applicant and **penalty/day** payable to consumer for delay in release of new/revised load shall also be prominently displayed.
- (2) The distribution licensee (UPCL) shall display by 31st March 2009, at the places listed in sub-regulation (1) above, the list of defaulters (with HT & EHT connections) with complete details namely name, address, amount of default, date of disconnection etc., whose connections have either been permanently disconnected or whose electricity dues of more than Rs. 1 lac are pending for more than 3 billing cycles. Distribution licensee shall update the list of defaulters every month.
- (3) Distribution Licensee shall submit to the Commission monthly division-wise report containing details of number of connections that were not energised within specified period and shall also deposit with it the penalty accrued on account of such defaults.
- (4) In case his connection has not been energised as per these Regulations, an applicant may lodge a complaint about it with the Commission giving full details such as date of application, date of inspection by distribution licensee etc.

11. Savings--

- (1) Nothing in these Regulations shall, expressly or impliedly, bar the Commission dealing with any matter or exercising any power under the Act for which no regulations have been framed, and the Commission may deal with such matters, powers and functions in a manner, as it considers just and appropriate.

(2) Powers to Remove Difficulties :

If any difficulty arises in giving effect to these Regulations, the Commission may, of its own motion or otherwise, by an order and after giving reasonable opportunity to those likely to be affected by such order, make such provisions, not inconsistent with the provisions of the Act, as may appear to be necessary for removing the difficulty.

(3) Powers to Relax :

The Commission, for reasons to be recorded in writing, may relax or vary any of the provisions of these Regulations on its own motion or on an application made before it by an interested person.

By Order of the Commission,

PANKAJ PRAKASH,
Secretary,

Uttarakhand Electricity Regulatory Commission.

Annexure 1

Format H-1: Application Form for New HT/EHT Connection
(Name of the Distribution Licensee)

Affix self attested passport size Photograph of Applicant (owner/occupier)/Authorised person of Applicant namely Director/Proprietor etc. as per regulation 4(4)(b)(ii)

To be filled in by the Distribution Licensee:

Application No.:

--	--	--	--	--	--	--	--

[illegible]

To be filled in by the Applicant:

A. GENERAL PARTICULARS:

- 1) Name of Individual/Organisation in whose name connection is required :

For individual:

Mr./Ms./Mrs..

(First Name)

(Middle Name)

(Last Name)

For Organisation/ Others:

Company's Name

Name of Owner/Director/Prop.(with Contact Details):

Mr. / Ms. / Mrs.

(First Name)

(Middle Name)

(Last Name)

Address:

Tel. No.:

Fax No:

E-mail ID:

Mobile No.:

- 2) Father's / Husband's / Organization's Authorized Signatory's Name:

Mr./Ms./Mrs./Dr./Prof.

(First Name)

(Middle Name)

(Last Name)

- 3) Full Address of Location (where connection is required/ provided):

Age Group	Percentage of Respondents
18-29	65
30-49	75
50-69	80
70+	85

2025

Tel. No.:

Fax No :

E-mail ID :

Web site:

- 4) Contact Person with regard to the connection and supply therefrom:

Name: _____

Designation

Tel. No.:

Fax No :

E-mail ID :

Web site:

5) Billing Address (where bill is to be sent):

☐ Same as Serial No. 3 above☐ Different: _____

Tel. No.: _____

Fax No.: _____

6) PAN/GIR/Identification number (as may be notified by Govt. with copy thereof): _____

7) Date of Birth/ Incorporation: _____

B. PARTICULARS FOR PERMANENT CONNECTION:

8) Category of Connection (Purpose):

☐ Domestic☐ Non-domestic☐ Public Lamps☐ Private Tube wells☐ Government Irrigation System☐ Public Water Works☐ Industry☐ Mixed Load☐ Railway Traction☐ Other, specify _____

9) For Domestic Load:

(a) Type

☐ Individual Consumer☐ Single Point Bulk supply for group of cosumers

(b) In case of single point bulk supply

☐ Cooperative Group Housing Society☐ Employer for his staff☐ Other, specify _____

10) For Non-domestic Load:

(a) Type

☐ Educational Institution☐ Hospital☐ Charitable Institutions☐ Hotel/Restaurant☐ Guest house/Lodge☐ Amusement Park☐ Shopping Complex/Mall☐ Religious place ☐ Office☐ Cinema Hall/Multiplex☐ Other, specify _____

(b) Location

☐ Snowbound Area☐ Other _____

11) For Industry Load:

(a) Type of Industry:

☐ Paper☐ Sugar☐ Chemical☐ Glass☐ Textile☐ Rice Mill☐ Steel unit☐ Automobile☐ Electrical/Electronic goods☐ Straw/Pulp/Card board☐ Food Processing☐ Drugs/Pharmaceuticals☐ Stone Crusher☐ Cement☐ Other, specify _____

(b) Type of Process:

☐ Continuous☐ Non-continuousIf Continuous Please Indicate Minimum Critical/Protected Load requiring continuous supply _____
(kVA)

(c) No. of Shift:

☐ 1☐ 2☐ 3

12) For Mixed Load:

(a) Percentage of Domestic Load _____

(b) Percentage of Non-domestic Load _____

C. LIST OF DOCUMENTS ATTACHED:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

D. PAYMENT PARTICULARS:

24. Payment Mode:

☐ Demand Draft☐ Cheque

Bank _____

DD/Cheque No.: _____

Dated: _____

Amount: Rs. _____ (in words Rs. _____)

Date: __/__/__

Place: _____

Signature of the Applicant: _____

Name : _____

Designation : _____

Seal of Company/Organisation:

Acknowledgement

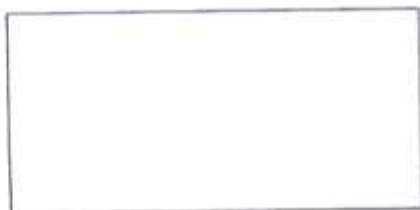
Received Application for HT/EHT new connection for electricity as per details given below :--

1) Name of Applicant _____

2) Address where connection is required _____

3) Load Applied for _____ (KVA)

Rubber Stamp



Signature of Distribution Licensee's Representative
Name and Designation.

Annexure 1.1

Format H-1.1: Work Completion Report

1. Applicant's Name & Address

2. Name & Address of Installation

3. Voltage of Supply

4. Purpose for which used

5. Type of Wiring

6. Particulars of installations:

I.	Motors	Make	Sl.No.	KW	Phase	Voltage	RPM	Process served and or machine connected to each motor
----	--------	------	--------	----	-------	---------	-----	---

II. Other equipment (complete details to be furnished):

7. Total connected load kW(.....kVA at 0.85 PF)

8. Maximum Current in Amp. (on the basis of connected load).....

9. Leakage to earth in Amp.

10. STATEMENT SHOWING THE FULFILLMENT OF SAFETY REQUIREMENTS AT THE APPLICANT'S INSTALLATION:

Sl. No.	Rule No.	Particulars	Applicant's reply and signature	Remarks by Distribution Licensee or his representative
1	2	3	4	5
A-GENERAL SAFETY PRECAUTIONS:				
1	7 (2)	Has the prescribed fee for inspection been deposited? Quote T.C. no., date and amount?		
2	9	Have High voltage test, insulation test, and earth test been carried out?		
	—	Specify Results of the above Test. <u>High Voltage Test (specify Voltage Applied)</u> Result:- Withstood/failed <u>Insulation Test (Specify Voltage Applied)</u> Insulation Between $\Phi 1$ and earth Insulation Between $\Phi 2$ and earth Insulation Between $\Phi 3$ and earth <u>Earth Resistivity Test</u> Earth Resistance		
3	29	Are electric supply lines and apparatus sufficient in power and size and of sufficient mechanical strength?		
4	32 (1)	Has indication of permanent nature provided to distinguish earthed neutral conductor from live conductor at the point of commencement of supply?		
5	32(2)	Has any cut-out, link or switch other than a linked switch to operate simultaneously on the earthed or earth natural and live conductor, for isolating the supply been inserted in the earthed neutral conductor?		
6	34	Where bare Conductors have been used- (a) Are they inaccessible? (b) Have switches for rendering them dead been provided? (c) Have other proper safety measures been taken?		
7	35	Have caution notices on white enamel plates of 12" x 9" size with word "Danger"/"सावधान" and voltage in red letters been affixed in a conspicuous position to all motors, generators, transformers, etc., or at the entrance of the enclosure housing the apparatuses and also on H.T. line supports?		
8	41	Have circuits or apparatus intended for operation at different voltage been provided with distinguishing marks?		
9	42	Have suitable precautions been taken to avoid accidental charging of an apparatus beyond the intended voltage?		
10	43 (1)	Have electric fire extinguishers and fire buckets been provided?		
11	43 (2)	Have first-aid boxes equipped with contents as specified by the Government been provided? Give names of persons qualified for first-aid.		
12	44 (1)	Have shock restoration charts been provided?		

1	2	3	4	5
13	44 (3)	Give names of authorized persons who are acquainted with and are competent to apply these instructions provided in 44(1) above.		
14	45	Has the electrical works been carried out by a licensed electrical contractor under direct supervision of a person holding a certificate of competency and by a person holding a permit issued or recognised by the State Government.		
B-GENERAL CONDITIONS RELATING TO SUPPLY AND USE OF ENERGY :				
15	50 (1) (a)	Has a linked switch or circuit breaker of requisite capacity to carry and break the current been provided after, but near, the point of commencement of supply to completely isolate the supply?		
16	50 (1) (b)	Has linked switch on the primary side being suitable to carry the full load current and for breaking only the magnetizing current of the transformer? Provided that for all transformers having capacity of 1000 kVA and above a circuit breaker shall be provided. Has a circuit breaker of adequate rating been inserted on secondary side of transformers?		
17	50 (1) (c)	Has every distinct circuit been protected against excess energy by a suitable cut out or circuit breaker?		
18	50 (1) (d)	Has a suitable linked switch or circuit breaker been provided at appropriate place for controlling supply to each motor or group of motors or other apparatus meant for operating one particular machine ?		
19	50 (1) (f)	Have adequate precautions been taken to ensure that no live parts are so exposed as to cause danger?		
20	51 (1) (a)	Have all the conductors (other than over-head lines) been completely enclosed in mechanically strong metal covering which is electrically and mechanically continuous and adequately protected against mechanical damage? If unprotected, are they accessible only to authorised persons, or are installed and protected to the satisfaction of the Inspector so as to prevent danger?		
21	51 (1) (b)	Have all the metal works enclosing, supporting or associated with the installation been connected with earth?		
22	51 (1) (c)	Have the following precautions been taken in respect of main switch board; (i) Has a clear space of not less than 3 ft in width been provided in front of the main switch board? (ii) Are there bare connections at the back of the main switch board? If so, is the space behind, less than 9 inches or more than 30 inches in width? (iii) Has a passage-way from either end of the switch-board clear to a height of 6 feet been provided, if the space behind the switch board exceeds 30 inches in width?		

1	2	3	4	5
C-ELECTRIC SUPPLY LINES, SYSTEM AND APPARATUS FOR HIGH AND EXTRA-HIGH VOLTAGES :				
23	61 (1) (a)	Has the neutral conductor of three-phase four-wire system and		
	67 (1)	been connected with two separate and distinct connections with earth at the sub-station?		
24	61 (2)	Has the frame of every stationary motor, transformer, etc. and the metallic parts (not intended as conductors) of all transformers and other apparatus earthed by two separate and distinct connections with earth?		
25	64 (1) (a)	Are all conductors and apparatus inaccessible except to authorized persons and, are all operations in connection with the said apparatus and conductor carried out only by an authorized person?		
26	64 (1) (b)	Has the consumer provided a separate building or a locked weather proof and fire-proof enclosure for housing distribution licensee's high voltage apparatus and metering equipment or if impracticable, as the consumer segregated his apparatus from that of the supplier?		
27	64 (2) (a)	Are clearances as per BIS provided for safe operation & maintenance of electrical apparatus?		
28	64 (2) (b)	Have the windings of H.V. Motors or other apparatus, where within easy reach, been suitably protected so as to prevent danger?		
29	64 (2) (c)	Have suitable precautions been taken either by connecting with earth a point of the circuit at the lower voltage or otherwise to guard against danger by reason of the said circuit getting charged above its normal voltage by leakage from or contact with the H.V. Circuit.		
30	64 (2) (e) (ii)	Have oil soak pits been provided where more than 9000 litres of oil is used in the transformers and switchgears installed in one chamber? Has provision been made for draining away the leaked or escaped oil used in one chamber? Has provision been made for extinguishing any fire? Has any spare oil been stored in the sub-station or switch station?		
31	64 (2) (g)	Have cable trenches inside sub-stations, etc. containing cables been filled with sand and or pebbles, etc. or completely covered with non-inflammable slabs?		
32	64 (2) (h)	Where it is not possible to disconnect the entire installation for cleaning or other purpose, have the conductors and apparatus been so arranged that they may be made dead in sections to enable the work on any dead section to be carried out by an authorized person without danger?		
33	64 (3)	Have EHV apparatus been protected against lightening as well as switching over voltages?		
34	65 (2)	Has the insulation of the H.V. electric supply lines or apparatus withstood the following tests? (a) If the normal working voltage does not exceed 1000 volts the testing voltage of 2,000 volts. (b) If normal voltage exceeds 1,000 V but does not exceed 11,000 V the testing voltage of double the normal.		

1	2	3	4	5
		(c) If the normal working voltage exceeds 11,000 V the testing voltage of normal working voltage plus 10,000 V or 22,000 V whichever is higher.		
35	65 (3)	If above tests have been carried out before installing the electric supply lines and apparatus in position have these tests also been applied after their installation or if impracticable, has the insulation of the entire installation withstood a pressure of not less than 1,000 volts, applied between the conductors and also between conductors and earth for a period of not less than one minute.		
36	65 (4)	Has the test prescribed above been applied to the electric supply lines or apparatus after alterations or repairs?		
37	65 (5)	Have the results of above tests been recorded?		
38	65 (6)	In case the above tests have not been carried out, has a copy of the manufacturer's certified tests been supplied? Quote reference and attach a copy.		
39	66 (1)	Have the following provisions been complied for metal sheathed electric supply lines? (a) Have the conductors been enclosed in a metallic sheathing electrically continuous and efficiently earthed? (b) In the even of failure of insulation between one conductor and metal sheathing at any point is the impedance of the circuit such that with the full voltage maintained at the source of supply, the current resulting from such failure is not less than twice the value of the current for which suitable cutout of adequate rupturing capacity or a suitable overload protective device has been set to operate a suitable discriminative fault current relay?		
40	68 (1) (a) and (c)	Is the sub-station erected under ground? If so, have the controlling Switch-gears and cutout, etc. fixed in separate receptacle above ground?		
41	68 (1) (b)	Has an efficient fencing 1.8 metre high been provided to prevent access to electric supply lines and apparatus installed in an outdoor plinth type sub-station.		
42	69	Have substantial hand rails been built around the platform provided for a person to stand on a pole-type sub-station? Have the hand rails and platform if of metal been efficiently earthed?		
43	70	In case static capacitors have been installed to improve load power factor, have suitable provisions been made for immediate and automatic discharge of every static condenser on disconnection of supply?		
44		Any other remarks.		

I certify that conditions laid down by the distribution licensee relating to the supply of electrical energy and all the requirements of the Electricity Act, 2003 and Indian Electricity Rules, 1956 especially Rule 51 thereof have been correctly complied with. The maximum capacity of the main fuse does not exceed Amperes and no increase will be made in the loading without due notification and permission in accordance with the rules/regulations in this regard.

Dated:

(Applicant's Signature)

Annexure 1.2

Format H-1.2: Inspection Report
(Refer rule 47, 48, 61(4) of IE Rules, 1956)

(To be filled in by representative of the distribution licensee not below the rank of Sub-Division Officer/Asstt. Engineer for 11 kV works and Executive Engineer for 33 kV and above works)

1. I, (name) _____, (designation) _____ have inspected the premises of the applicant and found that--

1. All Statements given by applicant in **work completion report** for new connection to be correct.
2. Following statements given by applicant in **work completion report** for new connection to be incorrect.

Statement No.	Under Rule	Statement No.	Under Rule
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. I have carried out Insulation Resistance tests and results of the same are as under :--

(a) Result of Insulation Resistance of--

- (i) HT & EHT installation (to be measured on applying a pressure of 2.5 kV DC between each live conductor and earth for a period of one minute)

Between	<u>Phase-1 & Earth</u>	<u>Phase-2 & Earth</u>	<u>Phase-3 & Earth</u>
---------	----------------------------	----------------------------	----------------------------

(b) Insulation resistance has been found to be above/below permissible limits :

- (ii) LT installation (to be measured on applying a pressure of 500 V DC between each live conductor and earth for a period of one minute)

Between	<u>Phase-1 & Earth</u>	<u>Phase-2 & Earth</u>	<u>Phase-3 & Earth</u>
---------	----------------------------	----------------------------	----------------------------

(c) Insulation resistance has been found to be above/below permissible limits :

3. I have carried out Earth Resistivity Test for the Earth system provided by applicant as required under Rule 61(4) and Earth Resistance has been found to be ____ Ohms which is within/above permissible limit.

Further certified that an 'Earth Terminal' has been provided by Distribution Licensee as required under Rule 33 of IE Rules, 1956.

Following additional deficiencies have been found in your Electrical installation. You are requested to remove all deficiencies as mentioned above (including incorrect statements made by you in work completion report pointed out in Para 1 above) within 30 days i.e. by _____ and inform Distribution Licensee failing which your request for new connection would lapse :-

- 1- _____
- 2- _____
- 3- _____
- 4- _____

Date: _____

Signature of distribution licensee representative
Name and Designation

(To be filled in by Applicant)

The testing of the premises has been carried out by distribution licensee in my presence and

*I am satisfied with the testing

*I am not satisfied with the testing and may file an appeal with Electrical Inspector

It is also certified that Distribution Licensee has*/has not* provided an Earth Terminal as per Rule 33 of IE Rules, 1956 at the premises.

Date: _____

Signature of Applicant

* Strike out which is not applicable.

Annexure 1.3

Format H-1.3: Supply Agreement
(To be typed on stamp paper of Rs. 50)

This agreement is made on this _____ day of _____ month of 20__ (year) at _____ between _____

(name of the Distribution Licensee), a company incorporated under the Indian Companies Act, 1956, having its Registered office at _____ granted a Licence by Uttarakhand Electricity Regulatory Commission for carrying on the business of Distribution and Retail supply of electricity energy in the State of Uttarakhand (hereinafter referred to as "**distribution licensee**") which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), of the one part and

Mr./Ms./Mrs. _____ applicant/authorized signatory for and on behalf of M/s _____, a company incorporated under the Indian Company Act, 1956/a sole proprietorship/partnership firm or any other establishment having its Registered Office at _____ (hereinafter referred to as "**consumer**") which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) and collectively referred to as "Parties".

Whereas the **consumer** has requested the **distribution licensee** to provide a supply of electrical energy exclusively for its own use only at (full address) _____ for (purpose) _____ as per details given in Appendix on the basis of information submitted by the consumer in his application/other forms/reports and the **distribution licensee** has agreed to provide such supply upon the terms and conditions herein set forth including compliance with the Applicable Laws:

NOW THEREFORE, in consideration for the mutual covenants and promises set out in this agreement, it is hereby agreed between the parties hereto as follows :-

1. Definitions--

In this agreement, unless there is anything repugnant in the subject or context, the undermentioned words and expressions shall have the meaning assigned to them respectively hereunder:

- a) "**Act**" shall mean the Electricity Act, 2003.
- b) "**Applicable laws**" shall mean such Central, State and local laws which apply to and govern the Parties and the transaction envisaged in this Agreement. This would include but not limited to the Electricity Act, 2003, the Indian Electricity Rules, 1956 and Regulations and any statutory modifications or reenactment of the above laws.

Signature of Distribution Licensee's Officer

Stamp & Signature of
Consumer.

- c) **"Commission"** shall mean the Uttarakhand Electricity Regulatory Commission (UERC).
- d) **"Connected load"** means aggregate of the manufacture's rating of all energy consuming apparatus duly wired and connected to the power supply system of distribution licensee including portable apparatus in the consumer's premises. This shall not include the load of spare plug, sockets, load exclusively installed for fire fighting purposes. The load of either water and room heating or room cooling apparatus, which ever is higher, shall be taken into account.
- Connected load shall be used only for the purpose of assessment in case of direct theft or dishonest abstraction of energy or un-authorised use of energy
- e) **"Contracted Load"** means the load in kVA (kilo Volt Ampere) which the Distribution Licensee has agreed to supply from time to time subject to the governing terms and conditions and is different from the connected load.
- f) **"Distribution Licensee"** means a licensee authorised to operate and maintain a distribution system for supplying electricity to the consumers in his area of supply and granted licence by the Commission.
- g) **"Tariff"** as approved by the Commission and as applicable including subsequent amendments or modifications thereof.
- h) **"Regulations"** means the subordinate or delegated legislation, rules, regulations, orders, codes and/or instructions, notifications or other similar directives issued or amended by any competent regulatory, legislative, administrative, judicial or executive authority including the Commission, governing and/or regulating the supply of electricity in line with Applicable Law including but not limited to State Grid Code, Distribution Code and the Electricity Supply Code.
- i) **"Rules"** shall mean the Indian Electricity Rules, 1956, which are not superseded by the Electricity Act, 2003.

Notwithstanding anything contained hereinafter, this Agreement shall be governed as per the provisions of the Electricity Act, 2003 and/or the Regulations of the Commission as applicable from time to time. Any word or expression used shall, unless otherwise defined in this agreement, bear the meanings ascribed to it under the Electricity Act, 2003 or Regulation made thereunder.

Signature of Distribution Licensee's Officer

Stamp & Signature of
Consumer.

2. Contracted Load--

Subject to the provisions hereinafter contained and during the continuance of this agreement, the **distribution licensee** shall supply and the **Consumer** shall take from the **distribution licensee**, all the energy required by him for the purpose of _____ at **High Tension/Extra High Tension**, which consumer confirms at _____ kVA (hereinafter referred to as the 'Contracted Load').

3. System of Supply--

The system of supply for the purpose of supply under this agreement shall be three-phase alternating current at a frequency of 50 cycles per second and a voltage of 11000 Volts or above. The frequency and voltage of the supply at the point of commencement of supply to the **consumer** shall, however, be subject to fluctuations that are ordinarily usual and incidental to the generation, transmission and distribution of electrical energy, but such fluctuations shall not except owing to extraordinary reasons beyond the control of the **distribution licensee**, exceed the limits of variations permitted by the Indian Electricity Rules, 1956, Regulations or any statutory modifications thereof, which may be in force from time to time.

4. Commencement of Supply--

The **consumer** shall be deemed to have commence taking supply of electrical energy from the **distribution licensee** under the conditions of this agreement from the date of energisation of connection or intimation is sent to him in writing by the **distribution licensee** that the supply of electrical energy to the full extent of the Contracted Load is available under this agreement, which ever is earlier.

5. Point of Supply--

The point at which the supply of energy shall be deemed to have commenced for the purpose of this agreement shall be the point at out-going terminals of the **distribution licensee's** apparatus, installed at the **consumer's** premises or elsewhere, which shall be located in a position as to be approved by the **distribution licensee**.

6. Failure of Supply--

The supply shall be made available except in cases such as beyond **distribution licensee's** control, including like strikes, breakdowns of equipment or network, grid constraints or disturbance, lockout or where the supply is affected for other reasons over which the **distribution licensee** has no control. The **distribution licensee** shall not be liable for any claims for loss, damage or compensations whatsoever, arising out of failure of supply or variation in parameters thereof due to such reasons.

Signature of Distribution Licensee's Officer

Stamp & Signature of
Consumer.

7. Consumer to Accommodate Distribution Licensee's Apparatus--

The **consumer** shall provide in his (**Consumer's**) premises necessary accommodation required and considered suitable by the **distribution licensee** for housing its (**distribution licensee's**) apparatus for giving supply under this agreement free of rent to the **distribution licensee** and afford all other facilities necessary for the proper operation, if required, the same shall be made available by the **consumer** at his own expense.

Such accommodation shall be maintained and protected by the **consumer** at his own cost.

8. Distribution Licensee's Apparatus & Equipment--

8 (a) All the meters, plant, apparatus and equipment belonging to the **distribution licensee** and installed in the **consumer's** premises, notwithstanding that the same or any part thereof may be fixed or fastened to any part of the **consumer's** premises or to the soil under it shall at all times continue to be the sole and absolute property of **distribution licensee** and removable by the **distribution licensee** and shall not be, in any way disturbed except by authorised officials of the **distribution licensee**. The **consumer** further agrees with the **distribution licensee** as follows:

- (i) That the **distribution licensee** shall be at liberty to place its name plates or any marks or numbers of the said apparatus and equipment belonging to the **distribution licensee** and the **consumer** shall not alter or remove such plates, marks or numbers.
- (ii) That the said apparatus and equipment belonging to the **distribution licensee** shall be kept at the **consumer's** premises and the same shall be duly protected and shall not be sold, assigned or dealt with or shall not be parted possession thereof by the **consumer**.

8 (b) Consumer's Responsibility for Distribution Licensee's Property--

The **consumer** shall exercise proper care to protect the property of the **distribution licensee** on his premises and in the event of loss or damage to the **distribution licensee's** property arising due to any act (including negligence) of **consumer** or due to any reason attributable to the business and operation of the **consumer**, cost of necessary repairs or replacement shall be paid by the **consumer**.

Signature of Distribution Licensee's Officer

Stamp & Signature of
Consumer.

9.1 The Consumer shall--

- (i) Exercise proper care to protect the **distribution licensee's** Equipment in his premises; and
- (ii) Ensure that the **distribution licensee's** Equipment in his premises is not tampered with, sold, assigned, altered or removed; and
- (iii) In the event of loss or damage to the **distribution licensee's** Equipment in his premises, the **consumer** shall pay the cost of necessary repairs or replacement.

9.2 All cases shall be processed with the procedure and conditions set out herein and energisation of any connection shall be made only after due verification by the **distribution licensee**.

9.3 **Consumer agrees to abide by the relevant and applicable provisions of UERC (Distribution Code) Regulations, 2007, UERC (State Grid Code) Regulations, 2007 and all other Rules/Regulations.**

9.4 Subject to the terms of this agreement and the Applicable Laws, the **consumer** agrees that it shall not, and that it shall ensure that its agents contractors, employees and invitees shall not, interfere in any way with the **distribution licensee's** equipment without the prior consent of the **distribution licensee**. For the purpose of this clause "interfere" shall include:--

- (a) Severing, terminating, restricting, impairing or impeding any Point of Supply and/or any connection between the Distribution System and the Point of Supply;
- (b) Disconnection or altering the connection of any equipment to any system of cables, foundations, pipes, drains or other media to which it may be connected from time to time or to prevent supply of any substance or thing through such connected system;
- (c) Affixing or removing any item or substance of any nature whatsoever to or from any equipment;
- (d) Damaging any equipment or doing or omitting to do any act, or allowing any state of affairs to subsist, as a result of which any equipment would be likely to sustain any material damage;
- (e) Allowing any other person to interfere with any equipment;
- (f) Altering any meters or settings on any equipment;

Signature of Distribution Licensee's Officer

Stamp & Signature of
Consumer.

- (g) Obstructing access to any equipment; and
- (h) Impairing the effectiveness of any gate, fence, wall, alarm system or the means of keeping out intruders.

Consumer shall always inform **distribution licensee** about any illegal/unauthorised tapping for supply from the apparatus/network of **distribution licensee** and/or **consumer**.

10. **Apparatus Equipment--**

All **consumer's** equipment connected with the **distribution licensee's** system shall be efficiently operated and maintained by the **consumer**. The setting and capacities of the various apparatus, belonging to the **consumer** may be fixed in consultation with the **distribution licensee**.

12. **Metering--**

For the purpose of registering the electrical energy and the Maximum Demand taken by the **consumer** under this agreement, there shall be provided at the point of Commencement of Supply as defined in Clause 4 above, suitable metering equipment which shall be the property of and shall be kept calibrated by **distribution licensee**.

13. **Testing of Meters--**

The consumer shall be entitled on application to the **distribution licensee** to have a test carried out on the meters at any time after paying the prescribed fee of such test. Such meters shall be deemed to be correct if the limits of the error do not exceed those laid down in Rule 57 of the Indian Electricity Rules, 1956, relevant Regulations or any statutory modification thereof as may be in force from time to time. If as a result of such test, the meter is proved to be not correct, the **distribution licensee** shall adjust the **consumer's** account as may be required in accordance with UERC (The Electricity Supply Code) Regulations, 2007.

Signature of Distribution Licensee's Officer

Stamp & Signature of
Consumer.

14. Meter Reading--

The readings of the meters or meter referred to in Clause 12 above shall be taken at regular intervals by **distribution licensee** through MRI and the readings so taken shall be conclusive and binding on both the **consumer** and the **distribution licensee** as to the amount of maximum demand and electrical energy supplied to the **consumer**, except in case of tampering of such metres whereby **distribution licensee** shall have right to proceed as deemed fit. **Distribution licensee** shall provide a copy of MRI report alongwith the monthly bill. Distribution licensee also agrees to provide full MRI report along with load survey on payment of amount as decided by the Commission from time to time :

Provided that in the event of any meter of the **distribution licensee** being found defective for reasons not attributable to the **consumer**, the energy consumed during the period when the meter remained defective shall be determined and adjustment of amounts payable shall be carried out as per UERC (The Electricity Supply Code) Regulations, 2007.

15. Power Factor--

The **consumer** shall install at his own expense suitable apparatus like shunt capacitors, etc. of standard design at the point of commencement of supply and will endeavour to maintain power factor of the load at not less than 0.85 lagging at any time in relation to the period relevant to determination of maximum demand.

16. Payment for Supply--

The consumer shall pay to the **distribution licensee** for electrical energy supplied during the preceding billing period such amount as billed, which shall be based on, calculated and ascertained in accordance with the tariff category as per applicable Rate Schedule.

Signature of Distribution Licensee's Officer

Stamp & Signature of
Consumer.

17. Non-Payment--

The **consumer** shall pay in full the bill or bills within respective due dates which shall normally be fifteen days from the date of delivery of bills, notwithstanding any difference or dispute. If the **consumer** fails to pay the entire amount of any bill due under this agreement as aforesaid, he shall pay a surcharge at rate as per approved tariff order of the Commission in force for each month or part thereof.

Notwithstanding the above, **distribution licensee** reserves the right to disconnect the supply after the due date in the event of non-payment in accordance with section 56 of the Electricity Act, 2003 after giving the consumer 15 clear days notice from the date of issue of notice of its intention to disconnect the supply of electrical energy and if the payment is not received on the expiry of such period, it may forthwith disconnect the supply. The supply may be restored only after full payment of all the outstanding dues including the charges for the work of disconnection and reconnection together with the surcharge as applicable.

18. Payment of Levies--

Any levy, whether it is called electricity tax, sales or service tax, octroi or by whatever other name called, made by the State Government or other competent authorities on energy purchased by the **consumer** from the **distribution licensee** shall be paid by the **consumer** as billed by **distribution licensee**.

19. Security Deposit--

The **consumer** as required by the **distribution licensee**, has deposited with it a sum of Rs. _____ (Rupees _____ only) as security/consumption deposit for its performance of the terms and conditions of this agreement and shall on **distribution licensee's** requisition from time to time renew or replenish such deposit, in the event of the same becoming exhausted or insufficient. The **distribution licensee** shall, as per Commission's guidelines/regulations, be at liberty at any time and from time to time to appropriate and apply the security so deposited as aforesaid in or towards payment or satisfaction of all or any money, which becomes due from the **consumer** to the **distribution licensee**.

Provided that, this clause shall apply in respect of the supply of energy or otherwise under this agreement and shall be without prejudice to any other rights or remedy to which the **distribution licensee** may be entitled to.

Signature of Distribution Licensee's Officer

Stamp & Signature of
Consumer.

20. Right of Access--

The **consumer** shall, at all reasonable times, permit duly authorized representatives of the **distribution licensee** to have access to his (**consumer's**) premises for the purpose of inspecting and testing his (**consumer's**) installation or reading meters and for testing, repairing, renewing or replacing any or all equipment belonging to the **distribution licensee** and doing all things necessary or incidental to the proper maintenance of supply to the consumer.

21.1 Period of Supply--

This agreement shall, subject to as hereinafter provided, be and remain in force unless validly terminated in accordance with the Clause 21.2 to 21.4 below:

21.2. Distribution Licensee shall have the right to terminate this agreement by serving a written notice of termination on the **consumer** in any of the following events:-

- (a) The **consumer** is in default of its obligations to ensure the maintenance of the Security in accordance with Clause 19 of this agreement upon licensee's requisition raised as per relevant Regulations or Orders of the Commission; or
- (b) The **consumer** fails to pay the full amount towards payment for supply in accordance with Clause 16 of this agreement on the date on which the same shall have become payable

and such failure is not remedied to the satisfaction of **distribution licensee** within a period of 15 clear days, from the date of the service of the disconnection notice. Provided that **distribution licensee's** right to terminate the agreement in terms of this clause shall be without prejudice to its other rights.

21.3 The consumer shall be entitled to surrender its connection and terminate this agreement by-

- (a) Giving an advance written notice of minimum one (1) month to **distribution licensee**, and apply for disconnection in the prescribed format atleast five days in advance of the proposed date of surrender.
- (b) After conduct of joint inspection of the premises by the representatives of the **consumer** and **distribution licensee** to be undertaken within [5] days before the date of surrender, followed by handing over of the equipment including meter owned by the **distribution licensee** installed at the premises to the representative of **distribution licensee**.

Signature of Distribution Licensee's Officer

Stamp & Signature of
Consumer.

- 21.4 For termination of this Agreement pursuant to 21.3 above, the **distribution licensee** shall prepare and deliver final bill to the **consumer** and proceed for disconnection as per the procedure specified in UERC (The Electricity Supply Code) Regulations, 2007 subject to any subsequent modifications /amendments therein read with any other Regulation and Order passed by the Commission:-

The Consumer shall pay to **distribution licensee**, within 15 days upon service of such final bill, without deduction, set-off or withholding on any account whatsoever, the amount of such bill :

Provided that if the consumer disputes the reasonability of the final bill, the same shall be resolved in accordance with Clause 26 of this Agreement.

22. **Contract not Transferable--**

Neither this contract nor any interest herein shall be transferred or assigned by the consumer in any manner whatsoever without the previous consent in writing of the **distribution licensee**

23. **Maintenance of records by Consumer--**

The **consumer** shall afford to the **distribution licensee** all reasonable information and facilities to enable the **distribution licensee** to keep all records required under the provisions of the Electricity Act, 2003 or the Rules and the Regulations applicable under the government or Municipal Regulations relating to the supply of electrical energy. **Consumer** shall immediately inform **distribution licensee** in writing about any change in use of supply or in any records pertaining to this agreement.

24. **Agreement to be read with Applicable Laws--**

This agreement shall be read and construed as subject in all respects to the relevant provisions of Applicable Laws.

25. **Indemnity--**

- (a) The **consumer** shall indemnify, defend, save and hold harmless **distribution licensee** against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense suffered by **distribution licensee** on account of the negligence, act or omission inaction by the **consumer** under this agreement.
- (b) The **consumer** shall also be responsible and liable to **distribution licensee** for any loss or damage caused to the **distribution licensee** for any negligence or inaction, damage to the property of the **distribution licensee** caused by the consumer or its employees.

Signature of Distribution Licensee's Officer

Stamp & Signature of
Consumer.

- (g) The **consumer** shall make to its own employees, if any, payment of compensation on account of injury, fatal or otherwise due to accident during service. It shall indemnify **distribution licensee** and its employees against any claim on this account.

26. Dispute Resolution--

If any question or difference whatsoever arises between the parties to these presents or as to any clause or thing herein contained or the construction hereafter as to any other matter in any way connected with or arising out of these persons of the operation hereof or the rights, duties or liabilities either in connection herewith, then, unless the procedure for settling such a question or difference is laid down by the Electricity Act, 2003 as the case may be or otherwise specifically by this agreement, in every such case, the matter in difference shall be referred for Arbitration to the Managing Director of the **distribution licensee** or his nominee as Sole Arbitrator. The award of the arbitrator shall be final and binding upon the parties to this agreement. Subject as aforesaid the provisions of Arbitration and Conciliation Act, 1996 and the rules thereunder and statutory modifications thereon in force shall be deemed to apply to the arbitration proceedings under this clause.

It is specifically agreed by the **consumer** that appointment of Managing Director of the **distribution licensee** or his nominee as arbitrator, shall not be challenged on the ground that he is an officer of the **distribution licensee** or has dealt with the matters in question in the course of his duties or has expressed his views on all or any matters of dispute. Venue of arbitration proceeding shall be Dehradun only.

In witness whereof all parties hereto have executed or caused to be executed these presents the day and year first above written through their respective authorized signatories as under:

Signed, Stamped/Sealed and delivered by:

.....
Distribution Licensee's Officer
For and on behalf of
(Name of the distribution Licensee)

.....
For and on behalf of Consumer
Name:
Designation
Consumer stamp/seal

Witness:

1. Signature
Name & Address
.....
2. Signature
Name & Address
.....

1. Signature
Name & Address
.....
2. Signature
Name & Address
.....

Appendix

CONNECTION SUMMARY

Book No. _____

Service Connection No. _____ Connected on _____

1	Name of Consumer	
2	Full Address where Electricity Supply is required including telephone, fax and email	
3	Registered Address of the Consumer (Postal & Nearest Landmark) including telephone, fax and email	
4	Billing Address, where bill is required to be sent including telephone, fax and email	
5	Purpose for which Supply is required (Category as per purpose of use)	
6	Type of Industrial /Commercial /other activity	
7	Contracted Load (in kVA)	
8	Voltage of supply	

Total Connected Load _____ kW (kilo-Watt) (_____ kVA at 0.85 PF)

Signature of Distribution Licensee's Officer

Stamp & Signature of
Consumer.

