

ANNEXURE - II

[See Regulation 6 of MERC (Distribution Open Access) Regulations, 2014]

**FORM OF CONNECTION AND USE OF DISTRIBUTION SYSTEM
AGREEMENT**

(To be enclosed along with Open Access application duly filled in & signed on Rs. 200/- Stamp Paper in 3 copies)

This agreement is made on the _____ day of _____ 20__ between,

- (i) _____ (Name) _____ of _____ (Address) _____ (hereinafter referred to as the “Distribution Licensee”);
- (ii) _____ (Name) _____ of _____ (Address) _____ (hereinafter referred to as the “Consumer”); and
- (iii) _____ (Name) _____ of _____ (Address) _____ (hereinafter referred to as the “Supplier”):

Whereas the Distribution Licensee is the holder of a licence to operate and maintain a distribution system for supplying electricity to consumers in the area of supply specified in his licence:

Whereas the Consumer is eligible to access and has been allowed access to the distribution system of the Distribution Licensee in accordance with the provisions of the Act and the Distribution Open Access Regulations:

Whereas the Supplier is eligible to use and has been allowed use of the distribution system of the Distribution Licensee for the purpose of wheeling of electricity in accordance with the provisions of the Act and the Distribution Open Access Regulations:

This agreement sets out the rights and obligations of the parties in respect of:

- (a) The provision of connection to the distribution system by the Distribution Licensee to the Consumer and the payment for such connection by the Consumer;
- (b) the obligations of the Consumer in respect of such connection to the Distribution System of the Distribution Licensee;
- (c) the provision of the distribution system by the Distribution Licensee for use by the Supplier for wheeling of electricity and the payment for such use by the Supplier; and
- (d) the obligations of the Supplier in respect of the use of the distribution system provided by the Distribution Licensee.

The parties agree as follows:

PART – A: GENERAL

1.0 Definitions

In this agreement, unless the context otherwise requires-

- (a) **“Act”** means the Electricity Act, 2003 (36 of 2003);
- (b) **“Admissible Drawal”** or **“Allotted Capacity”** means the power transfer in MW between the specified point(s) of injection and point(s) of drawal allowed to a consumer on the Distribution system;
- (c) **“Applicant”** means such person who has made an application for Grant of connectivity and/or Open Access to the distribution system of a Distribution Licensee in accordance with these Regulations;
- (d) **“Authorised Representative”** means all officers, staff or representatives of the Distribution Licensees or the Supplier, discharging functions under the general or specific authority of the Distribution Licensees or the Supplier, as the case may be;
- (e) **“Balancing and Settlement Code”** means such code as may be developed by the State Load Dispatch Centre and approved by the Commission for the balancing of energy accounts and settlement of differences between energy scheduled and actual energy among the users of the grid in the State of Maharashtra;
- (f) **“Board”** means the Maharashtra State Electricity Board;
- (g) **“Commission”** means the Maharashtra Electricity Regulatory Commission;
- (h) **“Connection”** means the joining of the premises of the Consumer with the distribution system of the Distribution Licensee so as to enable the transfer of electricity between such premises and the distribution system;
- (i) **“Connection Point”** means the physical point at which the premises of the Consumer is connected to the distribution system;

- (j) **“Connection and Use of Distribution System Agreement”** means an agreement for connection to and use of the distribution system of a Distribution Licensee and are of the following types -
- (i) an agreement entered into between the Distribution Licensee and a person whose premises are situated within the area of supply of the said Distribution Licensee where such person requires supply of electricity from a Generating Company or Licensee other from the said Distribution Licensee;
 - (ii) an agreement entered into between the Distribution Licensee and a Generating Company or Licensee, as the case may be, intending to give supply of electricity to such person referred to in (i) above by using the distribution system of such Distribution Licensee for wheeling of electricity;
 - (iii) an agreement entered into between the Distribution Licensee and a person whose premises are situated within the area of supply of the said Distribution Licensee where such a person requires supply of electricity from a Power Exchange formed under the CERC (Power Market) Regulation, 2010 as in force from time to time either through a Member or by becoming a Member himself;
- (k) **“Contract Demand”** means demand in kilowatt (kW) or horse power (HP) or kilovolt ampere (KVA) or megavolt ampere (MVA), mutually agreed between the distribution licensee and the consumer as entered into:
- a. in the agreement for supply of electricity; or
 - b. b. in the Connection and Use of Distribution System Agreement; or
 - c. c. as agreed through other written communication;
- Provided that unity power factor shall be considered for the purpose of unit conversion from MVA/kVA to MW/kW,.
- (l) **“Dedicated distribution facilities”** means such facilities, not including a service-line, forming part of the distribution system of the Distribution Licensee which are clearly and solely dedicated to the supply of electricity to a single consumer or a group of consumers on the same premises or contiguous premises;
- (m) **“Distribution Open Access Regulations”** means the Regulations specified by the Commission under clause (p), clause (q) and clause (zp) of sub-section (2) of section 181 of the Act;
- (n) **“Electricity Supply Code”** means the Regulations specified by the Commission under clause (u), clause (v), clause (w), clause (x) and clause (zp) of sub-section (2) of Section 181 of the Electricity Act, 2003;
- (o) **“Energise”** means the movement of any isolator, breaker or switch or the addition of any fuse or meter whereby active power or reactive power can be imported into or exported from the Consumer’s

premises through the Connection Point and the terms “**De-Energise**” and “**Re-Energise**” shall be construed accordingly;

- (p) “**Licensed Electrical Contractor**” means an electrical contractor licensed by the State Government for the purpose of carrying out electrical works;
- (q) “**Meter**” means a set of integrating instruments used to measure, record and store the amount of electrical energy supplied or the quantity of electrical energy contained in the supply, in a given time, which include whole current meter and metering equipment, such as current transformer, capacitor voltage transformer or potential or voltage transformer with necessary wiring and accessories and also includes prepayment meters;
- (r) “**Partial Open Access Consumer**” means a consumer who has been granted Open Access under these Regulations to source power from a generating company or generating companies or other Licensee or through Power Exchange and at the same time maintains partial demand with Distribution Licensee (in whose area of supply the consumer is located) to cater its load requirement;
- (s) “**Point of Supply**” means the point at the outgoing terminals of the cutouts fixed in the premises of the Consumer:

Provided that, in case of a Consumer with HT installation, the point of supply means the point at the outgoing terminals of the Distribution Licensee’s metering cubicle placed before such Consumer’s apparatus:

Provided further that, in the absence of any metering cubicle or where the metering is on the LT side of the HT installation, the point of supply shall be the incoming terminals of such Consumer’s main switchgear;

- (t) “**Rules**” means the rules, as may be prescribed, under Section 178 and Section 180 of the Act and the Regulations, as may be specified, under Section 177 of the Act;
- (u) “**Supplier**” means a Generating Company or Licensee, as the case may be, giving supply of electricity to a consumer or a person situated in the area of supply of the other Distribution Licensee by using the distribution system of the other Distribution Licensee in his area of supply, pursuant to a Connection and Use of Distribution System Agreement or giving supply by laying the dedicated Transmission lines;
- (v) “**Supply Agreement**” means the agreement contemplated under Section 49 of the Act; Words or expressions used herein and not defined shall have the meanings assigned to them under the Act, the Rules or the Regulations.

2.0 Compliance with Act, Rules and Regulations

2.1 All parties to this agreement shall comply with the provisions of the Act and the rules and Regulations laid down there under. Where any provision of this agreement is inconsistent with the provisions of the Act and/ or the rules or Regulations laid down there under, the provisions of the Act, rules or Regulations, as the case may be, shall take precedence to the extent of such inconsistency.

3.0 Compliance with Distribution and Transmission Open Access Regulations, 2014, State Grid Code and Balancing and Settlement Code and as amended from time to time

3.1 All parties to this agreement shall comply with the provisions of the Distribution and Transmission Open Access Regulations, 2014 the State Grid Code and the Balancing and Settlement Code, to the extent applicable to them.

4.0 Term of agreement

4.1 This agreement shall commence from the date and time of commencement, as provided in the agreement and shall continue for such duration as may be agreed between the parties, unless terminated in accordance with clause 5 herein.

5.0 Termination of agreement

5.1 Any party intending to terminate this agreement shall give the other parties not less than thirty (30) days prior written notice of termination of this agreement:

Provided, that termination shall be subject to settlement of all dues of the Distribution Licensees in accordance with the Act, the Regulations and this agreement.

5.2 The Distribution Licensees may terminate this agreement and disconnect the Consumer in the following circumstances, in accordance with the provisions of the Act:-

- (a) the Consumer defaults in the payment of any charge or any other sum due from him as provided under Section 56 of the Act;
- (b) the Consumer does an act referred to in sub-section (3) of Section 163 of the Act; or
- (c) the disconnection is authorized under any other provision of the Act, the rules and Regulations made there under and/ or any other law for the time being in force

5.3 The Supply Distribution Licensee shall give a fifteen (15) days prior written notice of termination of this agreement to the Supplier where:-

- (a) the Supplier defaults in the payment of any charge or any other sum due from him in accordance with the Act, the Regulations and this agreement;

(b) where the Supplier fails to perform any of his obligations under this agreement which is likely to result in a loss to the Distribution Licensees;

(c) where the Supplier becomes insolvent.

5.4 The Supplier shall, within the notice period under clause 5.3 above, remedy or remove the cause or causes stated in the notice failing which the Distribution Licensee may terminate this agreement from the date stated in the notice.

5.5 Notwithstanding anything contained in this clause 5.0, where termination of agreement results in disconnection of the consumer, it shall be only for the reasons authorized by the Act.

5.6 The reconnection of a disconnected consumer shall be in accordance with the provisions of the Act and the Regulations.

6.0 Dispute resolution

6.1 Each party shall use all reasonable endeavors to resolve any disputes through bilateral mechanisms that may be mutually agreed upon.

6.2 Where any dispute between

(a) The Distribution Licensee and the Consumer; or

(b) The Distribution Licensee and the Supplier under this agreement cannot be bilaterally resolved; it shall be resolved in accordance with the Distribution Open Access Regulations.

7.0 Force Majeure

7.1 If either party is unable wholly or partly to perform on time any obligation under this agreement by reason of occurrence of a Force Majeure Event, that obligation shall be suspended, without liability, so far as the party's ability to perform is affected by the Force Majeure Event.

7.2 A party affected by a Force Majeure Event shall use all reasonable endeavors to remove the effect of each Force Majeure Event affecting its performance of this agreement.

7.3 Subject to clause 7.2, if a party considers that a circumstance has arisen which constitutes or is likely to constitute or result in a Force Majeure Event, it shall as soon as reasonably practicable thereafter give to the other party, notice containing particulars of the Force Majeure Event including-

(a) its nature and likely duration,

(b) the obligations affected by it and the nature and extent of its effect on those obligations;

and

(c) the steps taken to remove, overcome or minimize its effect.

Provided further the Force Majeure conditions shall be implemented in accordance with Distribution Open Access Regulations, 2014 and as amended from time to time.

8.0 Representations and warranties

8.1 The Supplier represents and warrants that –

(a) he is a Generating Company or Licensee who is supplying to or intends to supply to an eligible person requiring supply, in accordance with the provisions of the Act and the Distribution Open Access Regulations.

8.2 The Consumer represents and warrants that -

(a) he is a consumer or a person requiring supply and whose premises are situated within the area of supply of the Distribution Licensees and who is eligible for open access to the distribution system in accordance with the provisions of the Act and the Distribution Open Access Regulations, 2014 and as amended from time to time; or

(b) he is a Generating Company or Licensee who is supplying to or intends to supply to an eligible consumer or person requiring supply, in accordance with the provisions of the Act and the Distribution Open Access Regulations, 2014 and as amended from time to time.

8.3 The Distribution Licensee represents and warrants that they hold and will continue to hold a licence to distribute electricity for the duration of the agreement.

9.0 Changes to agreement

9.1 The parties agree to negotiate in good faith any amendments to this agreement that may be reasonably required as a result of experience gained in the introduction of open access in the State.

PART – B: CONNECTION

10.0 Agreement to Connect

10.1 This agreement shall be entered into pursuant to an application made by

(a) a consumer; and

(b) a person requiring supply, whose premises are situated within the area of supply of a Distribution Licensee.

for access to the distribution system of the Distribution Licensee in accordance with the provisions of the Act and the Distribution Open Access Regulations.

10.2 Subject to the terms and conditions of this agreement, the Distribution Licensee agrees to the Consumer's premises being connected and remaining connected to the distribution system at the Connection Point and to the Connection Point remaining Energised for the term of this agreement, except where authorized under the Act or the Distribution Open Access Regulations.

- 10.3 The Consumer shall take all reasonable precautions as regards his connection to the distribution system of the Distribution licensee to prevent any adverse effect on the:
- (a) Use of the distribution system of the Distribution licensee;
 - (b) Quality and reliability of supply of electricity through the distribution system of the Distribution licensee; and
 - (c) Safety of the Distribution Licensee's works and personnel, as may be required of the Consumer in accordance with the Regulations specified under Section 53 of the Act.

11.0 Processing of applications

- 11.1 Upon receipt of an application under clause 10.1 above, the Distribution licensee shall, where the applicant is not an existing consumer, send his Authorised Representative to:

- (a) study the technical requirements of making connection to the distribution system; and
- (b) inspect the premises which is to be connected, with prior intimation to the consumer

- 11.2 The Authorised Representative shall, in agreement with the applicant, fix the position of the mains, cut-outs or circuit breakers and meters and sanction the load for the premises:

Provided that the service position shall normally be at an accessible location and the meter shall be fixed at a height so as to enable convenient reading of meter and to protect the meter from any adverse weather conditions.

- 11.3 After an inspection referred to in clause 11.1 above is carried out, the Distribution licensee shall intimate the applicant of the details of any works that are required to be undertaken for giving connection, the charges to be borne by the applicant thereon in accordance with clause 13.0 below and list of outstanding documents and consents / statutory permissions required to be obtained by the applicant.

- 11.4 Upon receipt of a duly complete application accompanied with the required charges, and availability of suitable piece of land or room and all other consents and permissions as may be required in accordance with clause 12.0 below, the Distribution licensee shall sanction and carry out or may also permit to be carried out the works required to energise the connection point.

- 11.5 The Distribution licensee shall give, the Consumer, not less than two (2) days prior notice of any tests for energising the connection and shall, immediately after energising the connection, notify the Consumer of the time and date of connection of the facility.

- 11.6 The Consumer shall not, prior to receipt of such notification under clause 11.5 above, perform any act so as to import electricity from or

export electricity to the distribution system through the Connection Point.

- 11.7 The works undertaken to provide the connection to the distribution system shall be maintained by the Distribution licensee over the term of this agreement.
- 11.8 The Distribution licensee shall be entitled to use such works to provide a connection to any other eligible person or to provide supply to any consumer of such Distribution licensee, except if such use is detrimental to the connection to the Consumer or to the use of distribution system in relation to such Consumer.

12.0 Rights of Way and Access Conditions

- 12.1 The applicant shall grant to the Distribution Licensee all consents that the applicant is empowered to give as are required by the Distribution licensees for carrying out of works to give access to the distribution system.
- 12.2 Where, in the opinion of the Distribution Licensee, the connection requires the installation of a distribution transformer on the applicant's premises, the applicant shall make available to the Distribution Licensee, by way of lease, for the term of this agreement, a suitable piece of land or a suitable room within such premises for such works:

Provided that this provision shall apply only where the quantum of electricity sought to be transferred through Open Access exceeds 1 MW.

Provided that the aforesaid lease, shall be in accordance with Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005", as amended from time to time.
- 12.3 Notwithstanding anything contained in clause 12.2 above, where the provision of land or room is required under the Development Control Rules of the local authority or by any appropriate authority of the State Government, the terms and conditions for use of such land or room shall be as determined under the said Rules or by the said authority.

13.0 Principles for levy of charges

- 13.1 Where the connection entails works of laying a service-line from the distributing main to the applicant's premises, the Distribution Licensee shall be authorized to recover all expenses incurred on such works from the applicant based on the schedule of charges approved by the Commission under the Electricity Supply Code.
- 13.2 Where the connection entails works of installation of dedicated distribution facilities, the Distribution Licensee shall be authorized to recover all expenses reasonably incurred on such works from the applicant based on the approved schedule of charges.
- 13.3 Where the connection entails works, not being works referred to in clause 13.1 or clause 13.2 above, the Consumer shall be entitled to the recoverable amount of such facilities, as certified by a Chartered

Accountant, following the same principle as specified in the Electricity Supply code for the Distribution licensee's own consumers, upon termination of this agreement:

Provided that where such facilities have been provided by the Consumer, then such facilities may be retained by the Consumer upon termination of this agreement:

Provided however that where the termination of this agreement is due to the Consumer's failure to pay any sum under Section 56 of the Act, the Distribution Licensee, in addition to the rights available under that Section, shall be entitled to adjust such sums due from the recoverable amount of facilities to which the Consumer is entitled under this clause 13.5 or to retain facilities of such recoverable amount as to cover such sums due from such Consumer to the Distribution Licensee.

Explanation – for the purpose of this Regulation, the term “recoverable amount” shall have the same meaning as provided in Accounting Standard (AS) 28: “Impairment of Assets” of the Institute of Chartered Accountants of India.

- 13.4 Where the Distribution Licensee permits an applicant to carry out works for the connection through a Licensed Electrical Contractor, the Distribution Licensee shall be entitled to only recover charges for supervision undertaken by the Distribution Licensee up to a maximum of 15 per cent of the cost of labour that would have been employed by the Distribution Licensee in carrying out such works.
- 13.5 On completion of all works under this clause 13.0, the Distribution Licensee shall notify the Supply Distribution Licensee about completeness of work under this clause 13.0.

14.0 Change of name

- 14.1 A connection may be transferred in the name of another person upon death of the Consumer or in case of transfer of ownership or occupancy of the premises, upon application for change of name by the new owner or occupier:

Provided that such change of name shall not entitle the applicant to require shifting of the connection to a new premises.

- 14.2 The application for change of name shall be accompanied by such charges of the Distribution Licensee, as are approved under the Electricity Supply Code.
- 14.3 The application under clause 14.1 shall be accompanied by:
- (i) consent letter of the transferor for transfer of connection in the name of transferee;
 - (ii) in the absence of a consent letter, any one of the following documents in respect of the premises: (a) proof of ownership of premises; (b) in case of partition, the partition deed; (c) registered deed; or (d) succession certificate;

(iii) photocopy of licence / clearance with respect to the purpose for which electricity is being supplied to the premises, if required by statute;

(iv) processing fee or receipt thereof.

- 14.4 The Distribution Licensee shall communicate the decision on change of name to the applicant, for change of name within two (2) months from the date of application for change of name:

Provided where the Distribution Licensees disallows or refuses to the change of name, it shall do so after affording the applicant for change of name a reasonable opportunity of being heard in the matter:

Provided further that the Distribution Licensees shall communicate the reasons of refusal in writing to the applicant for change of name.

- 14.5 Any charge or any sum other than a charge due to the Distribution Licensee which remains unpaid by a deceased Consumer or erstwhile owner / occupier of premises, as the case may be, shall be a charge on the premises transmitted to the legal representatives / successors-in-law or transferred to the new owner / occupier of premises, as the case may be, and the same shall be recoverable by the Distribution Licensees as due from such legal representatives or successors-in law or new owner / occupier of the premises, as the case may be:

Provided that, except in the case of transfer of connection to a legal heir, the liabilities transferred under this clause 14.5 shall be restricted to maximum period of six months of the unpaid charges due to the Distribution Licensees in accordance with Section 56 of the Act and this agreement.

15.0 Wiring of Consumer's Premises

The work of wiring at the premises of the Consumer beyond the point of connection shall be carried out by the Consumer and shall conform to the standards specified in the Indian Electricity Rules, 1956 until the introduction of any rules or Regulations for the same under the provisions of the Act.

16.0 Limitation on Demand and Export

- 16.1 The Consumer shall not import or export electricity through the Connection Point exceeding the Contract Demand (Import or Export, as applicable) as agreed from time to time, without the prior written consent of the Distribution Licensee.

- 16.2 If the Contract Demand (Import or Export, as applicable) is exceeded, the Distribution Licensee may give notice to the Consumer setting out details and requesting the Consumer to remedy the situation within seven (7) days of receipt of the notice, failing which the Distribution Licensee shall have the right to impose such penalty as may be stipulated by the Commission, in addition to any other right available to the Distribution Licensees under the Act.

17.0 Power Factor / Harmonics

- 17.1 It shall be obligatory for the Consumer to maintain the average power factor of his load at levels prescribed by the Indian Electricity Rules, 1956 with such variations, if any, adopted both by the Distribution Licensee, in accordance with Rule 27 of the Indian Electricity Rules, 1956 and in accordance with the relevant orders of the Commission.
- 17.2 It shall be obligatory for the Consumer to control harmonics of his load at levels prescribed by the IEEE STD 519-1992, and in accordance with the relevant orders of the Commission.
- 17.3 The Distribution Licensee, may require the Consumer, within a reasonable time period, which shall not be less than three (3) months, to take such effective measures so as to raise the average power factor or control harmonics of his installation to a value not less than the prescribed norm:

Provided that the Supply Distribution Licensee may charge penalty or provide incentive for low / high power factor and for harmonics, in accordance with relevant orders of the Commission.

18.0 Access to premises

- 18.1 No person other than an Authorised Representative of the Distribution Licensee or any other person authorised under the Act and the rules and Regulations made there under shall be authorised to operate, handle or remove any electrical plant, electric lines or meter or break, remove, erase or otherwise interfere with the seals, name plates and distinguishing numbers or marks affixed on such property of the Distribution Licensee placed in the Consumer's premises:

Provided that such Authorised Representative of both the Distribution Licensee shall not perform any of the acts under this clause 18.0 except in the presence of the Consumer or his representative:

Provided further that the Distribution Licensees shall provide prior intimation to the Consumer of the visit of the Authorised Representative to the Consumer's premises, except where the Distribution Licensee has reason to believe that any person is indulging in unauthorized use of electricity and / or is committing an offence of the nature provided for in Part XIV of the Act on such premises.

- 18.2 The Consumer shall permit entry into his premises for the authorized representatives of the Distribution Licensee to read, inspect, test, install, remove or replace the meters or to Energies or De-Energies the Connection Point.

19.0 Meters

- 19.1 Meter specifications

(a) Every Consumer shall install or have installed a correct meter in accordance with the Regulations made in this behalf by the Authority under Section 55 of the Act:

Provided that every Consumer who is either:

- (i) a consumer with contract as permitted under Regulation 3.1 of MERC (Distribution Open Access) Regulation, 2014 and its amendment from time to time; or
- (ii) a person requiring supply, whose premises are situated within the area of supply of the Distribution Licensee, with a contract demand as permitted under Regulation 3.1 of MERC (Distribution Open Access) Regulation, 2014 and its amendment from time to time; or
- (iii) a Generating Company or Licensee;

shall install or have installed a Special Energy Meter.

19.2 Supply and Cost of Meter

- (a) The Consumer may opt to purchase a meter from the Distribution Licensee or from any supplier duly approved by the Distribution Licensee in accordance with specification made in compliance with Central Electricity Authority (Installation and Operation of Meters) Regulation, 2006 and its amendment from time to time:

Provided that the specification to be issued by the Distribution Licensee should be compatible with SLDC's requirement for energy accounting.

Provided further that the Distribution Licensee should notify the particulars of at least two meter manufacturers from whom the consumers can purchase the Special Energy Meters that shall have provisions to meet billing requirements of Distribution Licensee.

Provided that a Consumer who opt to purchase a meter from the Distribution Licensee shall purchase such meter from the Distribution Licensee at such price as may be approved by the Commission under the Electricity Supply Code.

- (b) Except where the Consumer opt to purchase a meter, the Distribution Licensee may require the Consumer to provide security for the price of the meter in accordance with the provisions of clause (b) of sub-section (1) of Section 47 of the Act:

Provided that in no case shall the amount of the security exceed the price of the meter:

Provided that where the security deposit is in the form of cash, it shall earn interest at a rate equivalent to the bank rate of the Reserve Bank of India Consumer.

19.3 Lost / burnt meters

- 19.3.1 Any complaint to the Distribution licensee regarding a lost meter shall be accompanied by a copy of the First Information Report (FIR) lodged with the concerned police station.

19.3.2 The Connection Point shall be Re-Energised after installation of a new meter, and after payment of the price of the meter, the cost of other apparatus, and any other approved charges of the Distribution Licensee.

19.3.3 Where, upon a complaint by the Consumer or inspection by the Authorised Representative of the Distribution Licensee, the meter is found to be burnt, it shall be replaced and the Connection Point shall be Re-Energised as soon as possible:

Provided that the Distribution Licensee may recover the price of the meter from the Consumer.

19.3.4 Except in the case of a burnt meter or a lost meter, the Distribution Licensee shall not be authorized to recover the cost of the meter more than once during the term of this agreement.

19.4 Testing of meter

19.4.1 The Distribution Licensee shall be responsible for periodic testing of the meter.

19.4.2 The consumer may, upon payment of the approved testing charges, request the Distribution Licensee to test the accuracy of the meter.

Provided that the Consumer may require the Distribution Licensee to get the meter tested at such facility as may be approved by the Commission.

19.4.3 The Distribution Licensee shall provide a copy of the meter test report to the Consumer within a period of two (2) months from the date of request for testing of the meter by the Consumer.

19.4.4 In the event of the meter being tested and found to be beyond the limits of accuracy prescribed in the Indian Electricity Rules, 1956, till the Regulations are specified by the Authority under Section 55 of the Act, the Distribution Licensee shall refund the testing charges paid by the Consumer and intimate the Supplier of the results of the test to enable adjustment in the bill of the consumer:

Provided that the amount of any such excess or short billing shall be adjusted between the Distribution Licensee and the Supplier, as the case may be.

PART – C: USE OF DISTRIBUTION SYSTEM

20.0 Use of Distribution System

20.1 The Distribution Licensee shall allow the use of distribution system for wheeling of electricity, in a non-discriminatory manner, on terms and conditions that are no more onerous than those applicable to other comparable users of the distribution system of the Distribution Licensee.

20.2 The Supplier shall make reasonable use of the distribution system of the Distribution Licensee, in a manner that does not, as a result of such use, adversely affect:-

- (a) Use of the distribution system by other users of the Distribution Licensees;
 - (b) Quality and reliability of supply of electricity to consumers of the Distribution Licensee;
- and
- (c) Safety of the Distribution Licensee's works and personnel, as may be required of the Supplier in accordance with the Regulations specified under Section 53 of the Act.

21.0 Quality and reliability of supply

- 21.1 The Distribution licensee shall maintain the standards for quality and reliability of supply of electricity over its distribution system, rectification of faults and other consumer complaints pertaining to the distribution system, in accordance with the Standards of Performance Regulations.
- 21.2 The Supplier recognizes that the quality and reliability of supply of electricity shall be affected by conditions prevailing in the distribution system that may be beyond the control of the Distribution Licensee:

Provided that where the supply of electricity is adversely affected due to conditions affecting the distribution system within the control of the Distribution Licensee, the Distribution Licensee shall be liable to pay compensation to the affected person, of such amount and within such time period as may be specified in the Standards of Performance Regulations:

Provided further that where such compensation is payable to the consumer, the Supplier shall be entitled to claim such compensation as a representative of the affected consumer and the benefit of the amount of such compensation so received from the Distribution Licensee shall be passed on by the Supplier to the affected consumer by way of adjustment in the bill for supply of electricity.

22.0 Information exchange

- 22.1 The Distribution Licensee and the Supplier agree to use their reasonable endeavors to provide each other, in a timely manner, such information in respect of the open access consumers and their connection to and use of distribution system as either of them may possess and as the other may reasonably require to carry out their obligations under the Act, the Rules, the Distribution Open Access Regulations or this agreement:

Provided further that the provision of information under this clause shall be subject to the obligations of both parties to maintain confidentiality of such information being requested for, under the Act or any other law for the time being in force.
- 22.2 The Distribution Licensee and the Supplier agree to take reasonable steps to ensure that all information provided by either of them to the other under this agreement is accurate and complete.

23.0 Co-ordination of services

23.1 The Distribution Licensee and the Supplier agree to co-ordinate their functions to facilitate the supply of electricity to the consumer in accordance with this clause 23.

23.2 Meter Reading

23.2.1 The Distribution Licensee, shall be responsible for reading the consumer's meter at intervals of not longer than once in every two months:

Provided that the Authorized Representative of the Supplier is entitled to be present at the time of meter reading by the Distribution Licensee or his Authorised Representative :

Provided further that the Authorized Representative of the Distribution Licensee shall be entitled to access the premises of the consumer for meter reading, inspection and testing at such times and in such manner as in the case of the Distribution Licensee's own consumers in accordance with the Electricity Supply Code.

However, if the consumer, authorized representative of the consumer, Generating Company or Licensee or a Member of a Power Exchange from whom the consumer intends to obtain supply of electricity refuse to participate in the final meter reading then the authorised representative of Distribution Licensee after a written notice take the final reading which reading shall be binding upon the consumer.

23.2.2 The Distribution Licensee shall provide the meter reading data to the Supplier within a period of two (2) days from the date of meter reading.

23.2.3 In case of a defective meter, the results of the test taken, shall be communicated to the Supplier to enable him to make an adjustment in the consumer's bill:

Provided that, subject to the provisions of Part XII and Part XIV of the Act, the consumer's bill shall be adjusted for a maximum period of three months prior to the month in which the dispute has arisen, in accordance with the results of the test taken, subject to furnishing the test report of the meter along with the assessed bill:

Provided also that in case of broken or damaged meter seal, the meter shall be tested for defectiveness or tampering. In case of defective meter, the assessment shall be carried out as per this clause 23.2.3 and, in case of tampering, the assessment shall be carried out in accordance with Section 126 or Section 135 of the Act, depending on the circumstances of the case:

Provided further that where the meter has stopped recording, the consumer shall be billed for the period for which the meter has stopped recording, upto a maximum period of three (3) months, based on the average metered consumption for the twelve (12) months prior to the month in which the billing is contemplated :

Provided that the consumer or Supplier may require the Distribution Licensee to carry out testing of the meter subject to payment of charges for testing as are applicable to the Distribution Licensee's own consumers under the Electricity Supply Code.

23.3 Rectification of fault

- 23.3.1 The Distribution Licensee shall be responsible for the rectification of faults in the distribution system affecting the supply of electricity by the Supplier to the consumer:

Provided that the Distribution licensee shall rectify faults in the distribution system so affecting the supply of electricity to the consumer within the time limits as may be specified by the Commission in the Standards of Performance Regulations, except in the circumstances where an exemption is allowed in accordance with the Standards of Performance Regulations.

23.4 Change of name

- 23.4.1 The application for change of name shall be made by the consumer to the Supplier:

Provided that the Supplier shall inform the Distribution Licensee of such application for change of name immediately upon receipt of such application:

Provided that the application shall be dealt with in the manner and within the timeframe specified in the Distribution Open Access Regulations.

23.5 Disconnection of supply

- 23.5.1 Where the Distribution Licensee has received a request for disconnection of the consumer from the Supplier, the Distribution Licensee shall effect the disconnection as soon as reasonably practicable after receipt of such request and, in no case, later than one (1) week from the receipt of such request :

Provided that the Supplier may request for such disconnection only for the reasons for which disconnection is authorized under the Act:

Provided further that where the Supplier has requested for disconnection for any reason for which disconnection is not authorized under the Act, the Supplier shall indemnify the Distribution Licensee for any loss or damage suffered by the Distribution Licensee on account of giving effect to such request.

23.6 Inspection and assessment

- 23.6.1 Where the Supplier has any reasonable grounds to believe that an offence of the nature provided for in Part XII or Part XIV of the Act is being committed on the premises to which supply is being given, he shall promptly inform the Distribution Licensee.

- 23.6.2 Notwithstanding anything contained in this agreement, where the Distribution Licensee has reasonable grounds to believe that an offence

of the nature provided in Part XII or Part XIV of the Act is being committed on the premises to which supply is being given, the Distribution Licensee may take such steps, in accordance with the Act and the rules and Regulations laid down there under, as it deems necessary:

Provided that the Distribution Licensee shall endeavor to inform the Supplier of such alleged offence and the proposed steps before they are taken and, in any case, shall inform the Supplier immediately after taking such steps.

24.0 Payments for services

24.1 Billing

- 24.1.1 The Distribution Licensee shall bill the Supplier/consumer for the services provided under this agreement on a monthly basis. Bills shall be issued by the tenth (10th) day of each month for charges payable for the previous month.
- 24.1.2 The Supplier/consumer shall pay for the charges within such period as may be specified in the Electricity Supply Code.
- 24.1.3 The Supplier/consumer shall be required to pay the charges in accordance with Distribution Open Access Regulations, 2014 and as amended from time to time.

24.2 Obligation to pay

- 24.2.1 The Supplier/consumer shall be obliged to pay for the charges billed by the Distribution Licensee in accordance with the Act, the Distribution Open Access Regulations and this agreement, irrespective of whether or not the same charges have been recovered from the consumer under the Supply Agreement.

24.3 Delayed payment charges

- 24.3.1 Any delay in payment of charges shall attract a late payment surcharge at the rate of 1.25 per cent (%) per month.
- 24.3.2 If payments against the above imbalance charges are delayed by more than two days, i.e., beyond twelve (12) days from the date of issue of statement, the defaulting party shall have to pay simple interest @ 0.04% for each day of delay. The interest so collected shall be paid to the person who had to receive the amount, payment of which got delayed. Persistent payment defaults, if any, shall be reported by the SLDC to the Commission, for initiating remedial action.

25.0 Security deposits

- 25.1 The Distribution Licensee shall be entitled to security equivalent to one month's billing for wheeling charge, cross-subsidy surcharge and additional surcharge on charges of wheeling, in accordance with clause 24.1 above.

25.2 Where the security deposit is required at the commencement of this agreement, it shall be calculated based on estimated use of the distribution system for wheeling of electricity:

Provided that the amount of the security deposit may be adjusted when the amount of additional security required or surplus security held exceeds ten (10) per cent of the balance held with both the Distribution Licensees.

25.3 The Distribution Licensee shall also be entitled to security from the Supplier equivalent to one (1) month's cost of supply for electricity wheeled using the distribution system of the Distribution Licensee, in accordance with the Act, the Distribution Open Access Regulations and this agreement:

Provided that such security shall be for enabling the Distribution Licensee to give supply of electricity to consumers of such Supplier in the event of unforeseen disruption or termination of supply by such Supplier on account of bankruptcy, insolvency or any other reason:

Provided further that in the event of unforeseen disruption or termination of supply by the Supplier, the Distribution Licensee shall provide standby supply to meet the requirement of load catered through Open Access until such time as such security is exhausted or alternative arrangements for supply have been entered into, whichever occurs earlier. The standby supply would be charged and settled as per the provisions of Distribution Open Access Regulations and its amendments from time to time.

25.4 The security deposit may, at the option of the Supplier, be by way of cash (including cheque and demand draft), irrevocable letter of credit or unconditional bank guarantee issued by a scheduled commercial bank:

Provided further that where the security deposit is in the form of cash, it shall earn interest at the bank rate of the Reserve Bank of India:

Provided also that the security shall be deposited within fifteen (15) days from the date of receipt of notice from the Distribution Licensee.

Signature
Name of Consumer

Signature
Name of Supplier

Signature
Name of Distribution Licensee