

# **The Orissa State Electricity Board (General Conditions of Supply) Regulations, 1995**

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### **Rule**

### **THE-ORISSA-STATE-ELECTRICITY-BOARD-GENERAL-CONDITIONS-OF 1995**

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The Orissa State Electricity Board (General Conditions of Supply) Regulations, 1995Published vide Notification Orissa Gazette Extraordinary No. 1085/23.9.1995-Notification No. Com. 5-23/86 (part)-22472/23.8.1995In exercise of powers conferred by Section 79 (j) and (k) read with Section 49 of the Electricity (Supply) Act, 1948, the Orissa State Electricity Board makes the following Regulations in regard to the general conditions of supply of Electricity Board.Chapter-I

#### **1. Short title.**

- These Regulations shall be called The Orissa State Electricity Board (General Conditions of Supply) Regulations, 1995.

#### **2. Commencement.**

- These Regulations shall come into force from the date notified for the purpose in the Orissa Gazette in which they are published.

#### **3. Definitions.**

(a)In these Regulations, unless the context otherwise requires -(i)"Average Power Factor" shall mean the power factor resulting from variations of the quantum and duration of the consumer's load during any month and its value corrected to the nearest per centum figure to be calculated as a ratio of the registrations during the same period of a Kilo-watt hour meter and Kilo Volt. Ampr. hour

meter;(ii)"Board" means the Orissa State Electricity Board constituted under Section 5 of the Electricity (Supply) Act, 1948;(iii)"Chief Engineer" means the Chief Engineer (Commerce), Orissa State Electricity Board or any Chief Engineer in charge of Commercial aspects of supply and distribution of power;(iv)"Consumer" means any person who is supplied with Electrical Energy by the Board either as owner or as lawful occupier and whose premises are for the time being connected, for the purpose of receiving energy, with the works of the Board and includes a consumer whose power supply, notwithstanding the subsistence of the agreement has been disconnected for the time being;(v)"Consumer's installation" means any composite electrical unit including whole of the electric wires, fittings, motors, transformers and apparatus portable and stationary, indoor, outdoor and underground erected and wired by or on behalf of the consumer in one and the same premises;(vi)"Consumer's incoming supply line" means the lines from the Board's point of supply to the consumer's main switch;(vii)"High Tension Consumer" means a consumer who obtains supply from the Board at high or extra high voltage;(viii)"Low Tension Consumer" means a consumer who obtains supply from the Board at low or medium voltage;(ix)"Connected load" means the aggregate of the manufacturer's rating of all the apparatus including portable apparatus on the consumer's premises which are supplied with energy and apparatus in respect of which declaration has been made by the consumer for taking supply. This shall be expressed in KVA, KW or Horse Power (H. P.), as the case may be. if the ratings are KVA, the same should be converted to KW by multiplying the KVA with a power factor of 0.9. If the same or any of the apparatus is rated by the manufacturer in HP, the HP rating shall be converted into KW by multiplying it by 0.746;(x)"Contract demand" means the maximum Kilo Watt. (KW) or Kilo Volt Ampr. (KVA), as the case may be, agreed to be supplied by the Board and reflected in the agreement executed between the parties. Where the agreement stipulates supply in KVA, the quantum in terms of KW may be determined by multiplying the KVA with 0.9. For all loads up to but excluding a connected load of 100 KW the connected load shall be the same as the contract demand;(xi)"Date of commencement of supply" means the date immediately following the date of expiry of a period of 90 (ninety) days from the date of intimation to an intending consumer, of the Board's readiness to supply power or the date of actual availing of supply by such intending consumer, whichever is earlier;(xii)"Distribution mains" means the portion of any main supply line owned or managed by the Board with which the service line is or is intended to be connected;(xiii)"Maximum Demand" expressed in KW or KVA in relation to any period shall mean twice the largest number of Kilowatt Hours or Kilovolt, Ampere Hours delivered at the point of supply of the consumer and recorded during any consecutive 30 minutes in that period;(xiv)"Demand charges" means the fixed charges payable by the consumer at the rate fixed by the Board per KVA of Maximum demand or 80% of the Contract Demand, whichever is higher;(xv)"Reserve demand" means the maximum demand reserved by the Board for a consumer;(xvi)"Engineer" means the Executive Engineer of the Division having jurisdiction over the area of supply in which the premises to be served are located and includes any other subordinate Engineer duly authorised by him or his superior officer;(xvii)"Load Factor" means the ratio of the total number of units consumed during a given period to the total number of units that would have been consumed had the contract demand/maximum demand been maintained throughout the same period and is usually expressed as a percentage :

Load Factor =  $\frac{\text{Actual units consumed during a given period}}{\text{Contract Demand or Maximum Demand} \times \text{Number of Hrs. in the period}} \times 100$ ;

(xviii)"Service Line" means any electricity supply line to the consumer through which energy is or is intended to be supplied by the Board from distribution mains or directly from Board's installation (irrespective of the voltage) to one or more consumers;(xix)"Supplier" means the Orissa State Electricity Board;(xx)"Tariff Notifications" means the Notifications issued by the Board from time to time and published in the Orissa Gazette fixing the tariff, or the rate of dues payable by a consumer in respect of 'demand charges' as well as 'energy charges';(xxi)"extra high voltage" means the voltage which exceeds 33,000 volts under normal conditions subject, however, to the percentage variations allowed under the Indian Electricity, Rules, 1956.(xxii)"high voltage" means the voltage which exceeds 650 volts but does not exceed 33,000 volts under normal conditions subject, however, to the percentage variations allowed under the Indian Electricity Rules, 1956;(xxiii)"medium voltage" means the voltage which exceeds 250 volts but does not exceed 650 volts under normal conditions subject, however, to the percentage variations allowed under the Indian Electricity Rules, 1956;(xxiv)"low voltage" means the voltage, which does not exceed 250 volts under normal conditions subject, however, to the percentage variations allowed under the Indian Electricity Rules, 1956;(xxv)"Year" means the financial year commencing on the 1st of April.(b)All the expressions used herein but not specifically defined, shall have the same meaning as defined in the Indian Electricity Act, 1910 and the Electricity (Supply) Act, 1948 or the rules framed thereunder and if the said Acts and rules are silent, the expressions shall have the same meanings assigned to them in the General Clauses Act, 1897 or in the absence thereof, the meanings as commonly understood in the Electricity Supply Industry.

#### **4. Application for supply.**

(a)An application for supply or an additional supply of power shall be made in the prescribed form copies of which may be obtained from the local offices of the Board free of cost.(b)The application shall be signed by the owner or the occupier of the premises for which supply is required and shall be submitted at the local office of the Engineer alongwith the prescribed fee of Rupees ten only and a sketch map of the premises. Supply shall not be made go any intending consumer unless he is in lawful occupation of the premises in question and is able to substantiate it with documentary evidence to the satisfaction of the supply engineer. Any assistance or information required for filling up the application form may be obtained by the applicant from the local office of the Engineer,(c)All applications for supply of power shall be filed by the intending consumer at least two weeks before the expected date of supply; provided that, in case of high tension service or service requiring Extension of the Board's distributing mains, the prospective consumer shall submit his application not less than six months before supply is required by him.(d)An intending consumer, who is not the owner of the premises occupied by him shall also execute an indemnity bond, indemnifying the Board, against any losses arising out of damage to Board's equipments on the premises as also any damages payable on account of dispute arising out of supply of power to the premises.(e)When the Consumer's premises have no frontage on a street and the service line from the Board's mains has to go over or under the adjoining premises of any other persons (and whether or not the adjoining premises is owned jointly by the consumer and such other persons) the consumer shall arrange at his own expense for necessary way-leave, licence or sanction from the adjoining owner or co-owner. The Board shall not supply power until such way-leave or sanction is obtained and produced. Any extra expenditure incurred in placing the service line in accordance with the terms of way-leave,

licence or sanction shall be borne by the consumer. No way-leave, licence or sanction once granted shall be cancelled or withdrawn, without giving six months' notice by registered post to the Supply Engineer and the concerned consumer. The consumer may however arrange for way-leave for alternative route, if any, to retain the supply of power. In all such cases the consumer shall bear the cost of diversion and other incidental expenses as may be estimated by the Supply Engineer.(f)A consumer requiring supply for industrial or commercial purposes in addition to complying with other conditions as provided, shall also obtain from the local authority and/or from any other competent authority as might be required under any special law, necessary, licence and/or permission and produce before the Supply Engineer such licence or permission alongwith the application.(g)If the applicant in respect of an earlier agreement either executed by him or in the name of his spouse or in the name of a firm or company with which he was associated either as partner, Director or Managing Director, is in arrears of tariff or other dues payable to the Board, the application shall not be allowed by the Supply Engineer until the arrears are cleared.

## **5. Supply subject to availability.**

- The supply of power required, shall be subject to its availability in the system, technical feasibility of supply, the scheme of supply being remunerative as per the norms fixed by the Board from time to time, the consumer bearing the proportionate charges as required by the Board in case of non-remunerative schemes and the consumer executing agreement in the standard agreement form prescribed by the Board accepting the terms relating to tariff and other conditions of supply of the Board.No additional power shall be supplied by the Board unless all arrear charges for the existing power supply have either been paid in full or the consumer has obtained instalments facility from the Board for unconditionally paying the arrears within the stipulated time.

## **6. Agreement.**

(a)Every consumer whose application for supply or additional supply of power has been approved by the competent authority, shall, before taking such supply, execute an agreement in the standard form prescribed in Schedule 'A' of these regulations as may be applicable. Such agreement shall not, however, be required for domestic and commercial consumers and their applications for power supply in the form prescribed in Schedule 'B' shall constitute the agreement between the parties.(b)During the period the restrictions on power supply imposed by the State Government under Section 22(B) of 1. E. Act, 1910 are in force and power purchased from other States/agencies is supplied to the consumer on special request, a supplementary agreement shall be executed.

## **7. Security.**

(a)Any consumer entering into an agreement with the Board for supply of power shall have to deposit such amount as Security as may be prescribed by the Board from time to time keeping in view the category of the consumer and the adequate coverage of the dues payable to the Board for the energy supplied, for consumption for a period of two months.(b)In case of enhancement of the tariff or other monthly charges, the Board shall have the power to revise the security payable by the consumer and demand payment of additional amount, if any, towards security within a period of

two months from the date of demand.(c)The security deposit shall be paid in cash or by Bank Draft.(d)A consumer who has furnished Bank Guarantee towards security shall be required to tender the entire security deposit in cash/Bank draft only and thereafter the earlier security deposit furnished in the form of Bank Guarantee or Bank Fidelity Guarantee etc., shall be released and the consumer may take return of the guarantee bond.(e)The security deposit shall be returned to the consumer only after the termination of the agreement and after adjustment of all outstanding dues, if any.(f)No interest shall be payable on the security deposit made.(g)In case of default in payment of additional security deposit, if any, the supply shall be discontinued/disconnected after giving 7 clear days' notice.

## **8. Service-Line.**

(a)The Engineer, on being satisfied that all preconditions for supply of power are satisfied including payment of security deposit, shall inspect the premises within two weeks from the date of receipt of security deposit and fix the date of entry of the supply-line into the consumer's premises (where the service line extends up to the consumer's premises). The Engineer shall also fix the position of the service cut-outs/circuit breakers, meters in consultation with the consumer and/or his licensed electrical contractor in case of a feeder (HT/EHT feeder) directly taken to the consumer's premises for his exclusive use from the supplier's sub-station, the metering arrangement shall be done at the consumer's premises or at the supplier's sub-station itself if mutually agreed. When the metering arrangements are completed at the consumer's premises, the position of the service cut-outs or circuit breakers and meters shall be so fixed as to permit easy access to the employees of the Board at any time without, as far as possible, disturbing the privacy of the consumer.(b)Upon compliance of all conditions including technical feasibility and viability (vide Regulation 5) the Board shall provide service line free of cost up to a maximum distance of 30.48 meters from its nearest distributing mains to a convenient point outside the premises for which power is proposed to be taken. The cost of service-line poles and fittings, if any, in excess over the free load of 30.48 meters shall be borne by the Applicant :Provided that in case of temporary supply, the entire cost of service line including poles and fittings shall be borne by the applicant.(c)Before the work of laying the service line is taken up, the intending consumer shall pay in full the cost of laying the service-line prepared by the Engineer in accordance with the rates in force.(d)The service line, once laid, shall not normally be shifted except when such shifting is necessary in public interest or for the convenience of the supplier. Where the shifting of the service-line within the same premises is undertaken on the request of the consumer, the entire cost of shifting including the cost of additional materials, if any, shall be borne by the consumer.(e)The entire service-line, notwithstanding that a portion thereof has been paid for by the consumer, shall be the property of the Board and shall be maintained by the Board which shall always have the right to use it for the supply of energy to any other persons unless the line has been provided for the exclusive use of the consumer.

## **9. Point of supply.**

- Unless otherwise agreed to, the supply shall be at a single point at the out-going terminals of the Board, i.e.,-(i)cut-outs or circuit breakers in the case of L.T. consumers; and(ii)control switch

gear/circuit breaker/High Tension fuses that may be installed in the Board's or consumer's premises, as mutually agreed in the case of H.T. consumers subject to provision under Regulation 8 (a).

## **10. Wiring on consumer's premises.**

- The wiring on the consumer's premises including additions and alterations, if any, should conform to the Indian Electricity Rules, 1956 and be carried out by a licensed Electrical Contractor. As soon as the consumer's installation or modifications thereof, as the case may be, is completed in all respects, the consumer shall submit to the Engineer, the wiring contractor's completion report and test report in the forms prescribed for approval.

## **11. Consumer's apparatus.**

(a) Low tension consumers - Low tension consumers shall, in all cases and at their cost provide a safety device in the form of linked quick break main switch and a main fuse on each phase other than the earthed neutral. The switch shall be fixed within one meter of the meter Board/meter box supplied by the Board or the consumer, as the case may be, or in such other position as may be approved by the Engineer. (b) High tension consumer - High tension consumer (i) requiring a supply of 1000 KW and above shall install at his cost suitable circuit breakers of approved make with sufficient rupturing capacity as specified by the Board on the H. T. incoming side of his load, fitted with automatic overload protective devices, so adjusted that the circuit breakers supplied by the consumer operate before terminal circuit breaker/isolating apparatus of the Board activate ; (ii) requiring a supply up to 1000 KW shall provide on the H. T. incoming side of his load, a gang operated triple pole isolating switch of approved make with high tension fuses of fast blowing characteristics or circuit breaker of adequate rupturing capacity which should be so adjusted that they blow off before the overload protective devices in the Board's terminal circuit breaker/isolating apparatus operate. (c) No HT consumer shall install extra High Tension (EHT)/High Tension (HT) switch gear or apparatus and layout thereof without prior permission of the Supply Engineer. (d) Use of star-star transformers or delta-star transformers in the HT installation of consumer - H. T. consumers shall ordinarily install step-down transformers having vector group with winding connected in delta on high voltage side and star on low voltage side. (e) Supply to the consumer may be cut off if the wirings, apparatus, equipments or installations are found to be defective at any time or if the consumer uses any apparatus or appliance or uses the energy in such manner so as to endanger the service-lines, equipments, electric supply mains and other works of the Board or interferes with the efficient supply of energy to other consumers. If the Engineer considers that the continuance of supply may be injurious to the Board's installation or shall pose a danger to any other consumer/person, he shall disconnect the supply after giving 48 hours' notice to the consumer. (f) No pump sets for irrigation pumping and agricultural purposes shall be connected to the power supply system of the Board unless the pump sets and the installation thereof have shunt capacitors and current limiting device and satisfy following guidelines : (i) The agricultural pumping system will be equipped with Monoblocks having ISI mark or pumps and Motors of proper HP having ISI mark. The minimum efficiency of the Mono-block pump set should be 50 per cent and in the case of other pump sets, the pump efficiency shall not be less than 60 per cent. Efficiency of

pump sets shall be taken to be the ratio of its output to the input.(ii)The selection of proper HP of the pump set will be governed by the guidelines issued under ISS-10804-1986.

## **12. Installation of equipments and apparatus.**

- In case power is required by any prospective consumer, OSES may ask the prospective consumer to provide accommodation to instal Board's equipments and apparatus which may be considered necessary by the Engineer for effecting power supply to the intending consumer. After permission or authority for fixing the equipments and apparatus is given, the consumer shall continue to allow aforesaid installation to continue on his premises, with full control vested in the Board. The installation shall remain in the premises for a reasonable period even after the termination of the agreement to enable the Engineer to ensure the supply of power to other consumers having the benefit from the said installations, without payment of any compensation to the owner of the premises.

## **13. Inspection and testing.**

(a)Upon receipt of the completion report and or the test report, the Engineer will notify to the consumer the time and the date when the Board's representative proposes to inspect and test the installations. It shall then be the duty of the consumer to arrange his Wiring Contractor to be present during the inspection to give the Engineer or his representative any information required by him concerning the installations.(b)No charge shall be made for the first test by the Engineer but for subsequent tests, if required, charges shall be imposed as provided in the Rules.(c)L. T. Consumers - (i) Before taking the Insulation tests of Installations, wirings must be complete in every respect. All fittings such as lamps, fans, cookers, motors etc., must be connected up, fuses inserted and all switches placed in the 'ON' position before the tests are carried out. Temporary wires or fittings or dead ends, shall not be included in the installations and no part of the work should be left incomplete. The insulation resistance of the entire installation to earth shall be tested from the roadside of the Board's terminals.(ii)The Board shall not connect the installations on the consumer's premises with its works unless it is reasonably satisfied that the connection shall not, at the time of making connection, cause leakage from the installations exceeding one five thousand part of the maximum current supplied to the consumer's premises.(iii)The insulation resistance shall be measured by applying between earth and the whole system of conductors or any section thereof, with all fuses in place and all switches closed and except in case of earthed concentric wiring, all lamps in position or both poles of the installations otherwise electrically connected together, a D.C. Voltage of not less than twice the working voltage provided that, it does not exceed 500 Volts for medium voltage circuit. When the supply is derived from three wire (AC or DC) or a poly phase system, the neutral pole of which is connected to earth either directly or through added resistance, the working voltage shall be deemed to be that which is maintained between the outer or phase conductor and the neutral. The insulation resistance in megohms of an installation shall not measure less than 50 divided by the number of points on the circuit; provided that the whole installation need not be required to have an insulation resistance greater than one megohm. Heating and power appliances and electric signs may, if desired, be disconnected from the circuit during the tests, but, in that event, the insulation resistance between the case or frame work and all live parts of

each appliance shall not be less than that specified in the relevant ISS or, when there is no. such specification, shall not be less than half a megohm.(iv)The insulation resistance shall also be measured between all conductors connected to one pole phase conductor and all the conductors connected to the middle wire or to the neutral or to the other pole or phase conductor of the supply. Such a test shall be made after removing all metallic connections between the two poles of the installation and in these circumstances, insulation resistance between the two terminals of the installation shall not be less than that specified in para (iii) above.(d)High Tension Consumers - (i) All transformers, switch-gears and other electrical equipments in the installations of the consumer and also those directly connected to the feeders or lines of the Board, shall be of suitable design and make approved by the Engineer and be maintained to his reasonable satisfaction. The setting on fuses and relays on the consumer's control gear as well as the rupturing capacity of any of his breakers shall be subject to the approval of the Board. The starting currents of motors shall not exceed the limits as prescribed from time to time.(ii)Manufacturer's test certificates in respect of all H. T. apparatus shall be produced, if required.(iii)In addition, the Board may test the H.T. installation by applying standard test voltage in accordance with the Indian Electricity Rules.(iv)Testing of a high tension installation, shall, however, be taken up by the Engineer only after the H. T. consumer obtains the certificates of inspection of the installations from the electrical Inspector to the State Government.

#### **14. Approval of consumer's installations.**

(a)If the Engineer is satisfied that the 'contract demand' as applied for is not consistent with the test report and all other conditions prescribed in these regulations for supply of power have not been complied with or the applicant is in arrears of dues payable under any earlier agreement with the Board, the Engineer may reject the application for supply by a reasoned order to be communicated to the applicant forthwith. The Engineer may recall his rejection order if the applicant subsequently rectifies the defects and fulfils all conditions.(b)Before any wiring or apparatus of the L.T. consumers and transformers, switch gear and other electrical equipments of the H. T. consumers are connected to the Board's supply system the same shall be subject to the inspection and approval of the Engineer and no connection shall be made without such approval. In addition, all EHT/HT installations shall have to be approved by the Electrical Inspector or any Officer authorised by him in this behalf.

#### **15. Commencement of supply.**

- After the applicant has executed the agreement and deposited the preliminary installation cost, security and other dues and installed his own installations as provided in these Regulations and the application is finally approved by the Engineer, the said Engineer shall within a reasonable time make arrangements for supply of power to the applicant and after the arrangements are completed at his end and he is in a position to make such supply, the Engineer shall intimate the applicant that power may be availed by him within ninety days from the date of receipt of intimation. If the applicant fails to avail of the power within the period of ninety days, he would be liable to pay the demand charges and minimum energy charges irrespective of not availing the power. The meter when supplied by the Board, shall be fixed only at the time of taking power supply :Provided further



that the Chairman may in special circumstances extend the time beyond the period of ninety days, for availing power supply. Chapter-III

## **16. Board's supply mains and apparatus.**

(a) The meters and associated equipments, like metering units, T.P. Boxes etc. in respect of power supplied at 11 KV and above shall be supplied by the Board and the cost of such equipments shall be borne by the consumer. Meters for the domestic and commercial consumers shall ordinarily be supplied by the consumer. Other consumers have option either to instal meters and associated equipments procured by them or request the Board to supply the same. The cost of the equipments supplied by the Board shall be chargeable to the consumer. The meters and associated equipments, if supplied by the consumer, shall be to the specification and approval of the Engineer. Notwithstanding that the meter, metering equipment and other apparatus as indicated above as supplied by the consumer, they shall remain under the control of the Board so long as the agreement is in force. The Engineer may at any time replace the existing meter supplied by the Board with another meter and the consumer shall be estopped from objecting to such replacement. The meter, metering equipments etc. shall on no account be handled or removed by anyone except under the authority of the Engineer. The seals, name plates, distinguishing numbers or marks affixed on the said equipments/apparatus shall also not be interfered with, broken, removed or erased by the consumer. In the event, any of the aforesaid equipment/ apparatus is found to be tampered with or damaged in any manner, the consumer shall bear the cost of their replacement alongwith all reasonable expenses incidental to it as decided by the Engineer. (b) Without prejudice to any other action available under the law and under these Regulations, supply may be summarily disconnected if the consumer interferes with any of the Board's apparatus installed in the consumer's premises inclusive of meters, metering equipments etc., whether provided by the Board or by the consumer and the service line provided by the Board. (c) The consumer shall compensate the Board for any damage caused to the mains, apparatus or instruments or any other property of the Board in the consumer's premises, occasioned by reasons of any act, omission, lapses or negligence on the part of the consumer and/or his servants, agents and/or employees and if supply of power has been disrupted on account of such damage, the supply may not be restored until the damage is assessed and the cost of restoration is deposited by the consumer. The Supply Engineer's decision in regard to the damage caused and the compensation payable, assessed on the basis of current market rate and the cost of restoration as assessed subject to the result of the appeal, if any, shall be final and binding. The consumer may appeal to the concerned Superintending Engineer in regard to the termination of damage and cost fixed by the Supply Engineer. No damage shall be imposed and no demand for payment of cost shall be raised, without notice to the consumer and reasonable opportunity to make representation, if any. (d) The Board shall be entitled to lay necessary overhead and underground mains, sub-stations, instal equipments, transformers etc., in accordance with the Rules on the private property of the consumer, required for the purpose of supply of power to him. The consumer shall not be entitled to interfere with or alter any such installation of the Board in his premises at any time for any reasons, whatsoever. If any such alteration is necessary, the Engineer may be approached to effect such alteration at the cost of the consumer.

## 17. Meters.

(a) No new power supply shall be given without a meter. Meters will ordinarily be installed at the point of supply, or at such suitable place as the Engineer may decide. If installed at the consumer's premises, the same shall be fixed preferably in the ground floor where it will be easily accessible for reading and inspection at any time. The consumer shall run his wiring from such point of supply and shall be responsible for the safety of the meters, metering equipments, on his premises from theft, damage or interference. (b) In the case of High Tension Supply, if HT metering set cannot be readily provided and installed, an L.T. metering set shall be provided and connected in the L. T. side of the consumer's transformers and to the readings of the said metering set, will be added the average losses in the transformers calculated as follows :

$730 \times \text{rating of the transformer in KVA} / 100 = \text{Transformer loss in units per month.}$

One percentage of the ratings of the transformers in KVA will also be added to the recorded maximum demand on the L.T. side to arrive at an equivalent H.T. Demand. (c) The meters and associated equipments if any shall be properly sealed by the Engineer and consumer's acknowledgment obtained. These shall not be interfered with, except in the presence of the consumer or his representative and his acknowledgement shall also be taken at the time the seal is subsequently broken. (d) The consumer may at his own expense, after notice to the Engineer, instal another check meter if he so desires in his incoming line by the side of the Board's meter. In case of difference in readings between the Board's meter and consumer's check meter, the readings on the Board's meters subject to the results of test, if demanded, shall be taken to be conclusive. (e) The readings of the Board's meter(s) shall be taken as far as possible, in the presence of the representative of the consumer once a month or at such intervals as the Board may direct. The readings so taken, with any additions/corrections that may be necessary under (b) and (d) above, shall be binding and conclusive as to the maximum demand and the quantum of electrical energy supplied to the consumer. (f) (i) The meters and associated equipments shall be inspected by the Engineer prior to their commissioning in the service. If meters become defective in service or are found to be missing, the consumer, in case he has supplied the meter, shall on such defects/loss being noticed by him or notified to him by the Engineer remove the defects/replace the meter within a period not exceeding 3 months. The Engineer shall call upon the consumer to deposit the cost of replacement if the meter or equipment has been found to have been tampered. In case such defects in the meter and/or metering units are found to be recurring, the Engineer may call upon the consumer to instal his own meter at his cost subject to the approval of the Engineer. Failure on the part of the consumer to replace the defective/lost meter within a period of three months shall render him liable for disconnection. (ii) For the period, the meter remained defective or was lost, the billing shall be done on the basis of average consumption for the preceding consecutive three months : Provided that if the meter is rendered defective or lost before expiry of three months from the date of commencement of supply, the bill shall be prepared on the basis of average of three consecutive months' reading, after the meter is rectified or replaced. (iii) In case defective meters of domestic, commercial and small industrial consumers remain unrectified/unreplaced even three months after the date they have been called upon to rectify/replace them as indicated in (i) above, the billing in respect of such consumers after the three months period shall be done on the basis of load factor as may be fixed by the Board from time to time as part of the tariff after giving minimum 7 days' public

notice and after publication in the Gazette.(g)Should the consumer dispute the accuracy of meter/meters installed for recording consumption, he may, upon giving notice and paying the prescribed fee, have the same tested by the Engineer within a period of one month from the date of deposit of such fees. Similarly, if the Engineer disputes the accuracy of the meter he may, after giving due notice to the consumer cause the meter to be tested by the Board in the presence of the consumer or his authorised representative only. In the event of the meter being found on test to be incorrect beyond the limit of accuracy prescribed by the I.E. Rules, 1956 the bills shall be revised on the basis of test results and testing fees, if paid by the consumer, shall be credited to the consumer's account and adjustment shall be made to the extent of the inaccuracy of zero per centum. In case the date on which the meters become defective cannot be ascertained, the bills for three months immediately preceding the month of notice shall be adjusted in accordance with the test results. The repair/adjustment of the meter should be so done as to bring the percentage of error within the prescribed limits of accuracy. In case the adjustment/ repair is not possible, the defective meter should be replaced by a new meter within a period of three months at the latest.(h)In the event there is error in computation of energy supplied due to erroneous adoption of OP ratio, PT ratio or multiplying factor in the calculation, bills shall be revised from the date of commission of such error.(i)Readings of meters will be taken by persons authorised by the Board once in each month or at such intervals as may be fixed by the Board, and such meter-readers shall have access to the consumer's premises at all reasonable times for the purpose of such readings. The readings of each meter shall be entered by such reader in the meter cards to be attached to such meter.(j)If for any reason whatsoever, the consumer's premises containing the meter is not accessible and meter reading cannot be taken, the bills shall be raised on the basis of minimum charge subject to subsequent verification and revision on the basis of actual meter reading.If the Engineer apprehends that the consumer is deliberately avoiding the inspection of meter and meter reading, he may give notice by registered post to the consumer to remain present in the premises on the date and time as mentioned in the notice and if the consumer defaults he may take steps for disconnection of supply after giving appropriate notice to the consumer and considering his explanation, if any.(k)If a consumer tampers the meter or metering equipments and misutilises the facilities provided to him for purpose of power supply and resists the replacement of old or defective meters by the Engineer, the Engineer may disconnect the supply after giving seven clear days show cause notice and opportunity to submit his representation. No disconnection shall be made without notice and without considering the representation, if any.

## **18. Access to premises and apparatus.**

- With a view to check unauthorised addition, alteration of equipments and theft and misuse of energy, diversions of power by-passing the meter and for carrying out general inspection and testing, the Engineer or his staff authorised by him shall be entitled to enter any premises of a consumer availing power at 11KV and above voltage to which electrical energy is supplied for the purpose of testing the Board's as well as the consumer's installations after giving notice to the consumer or the employee in-charge of the premises and carry out the inspection check of all the electrical installations including the supply-lines, wirings, fittings, meters whether supplied by the Board or the consumer. If the consumer or the employee in charge of the premises refuses to accept the notice and, or obstruct the Engineer and/or his staff from entering into the premises, the

Engineer shall, without prejudice to the other modes of action available in law, forthwith disconnect the supply of power to the premises. In the case of all other consumers availing power supply at low tension voltage (LT) such inspection shall be made after informing the consumer or the persons in charge of the premises and in case of refusal to accept notice or resistance, the power supply may be disconnected.

## **19. Preparation of Inventory and/or Inspection Report.**

- During the checking and verification of the electrical installations in the premises of the consumer, including the supply line and meter, a complete inventory shall be prepared of all connected equipments, apparatus, machineries, forming integral part of the installations in the premises of the consumer or his representative and the consumer or his representative shall be requested to sign the inventory or inspection report, if the consumer or his representative refuses to sign the inventory or the inspection report, an endorsement to that effect shall be made by the Engineer and copy of the said report shall be affixed at his door step. On such affixture, the consumer shall not be entitled to complain against the correctness of the inventory and result of inspection.

## **20. Alteration and addition.**

- No alteration or addition on the consumer's approved installation shall be made without the express permission of the Engineer in writing. In case request is made for any substantial alteration or addition, the procedure for new installation regarding application, security deposit, test report etc., as applicable to the new applicants shall be followed. If alteration or addition to existing installations have been made without prior permission, the Engineer may disconnect supply after giving minimum 7 days' notice to show cause why the power supply shall not be disconnected for unauthorisedly altering or modifying the approved installation. No, disconnection shall be made without considering the explanation, if any, of the consumer.

## **21. Reduction of contract demand.**

(a) No application for reduction of contract demand shall be entertained within 3 months from the date of commencement of supply, unless the agreement provides, otherwise. (b) The contract demand specified in the agreement shall not be allowed to be reduced more than once within a period of 3 years. The Chairman of the Board may, however, for reasons to be recorded, allow such reduction more than once within a period of 3 years. (c) Every application for reduction of contract demand shall be accompanied by-(i) such processing fixed by the Board for the particular category of consumer; (ii) Test Report from the licensed electrical Contractor where alterations of installations were involved; and (iii) meter reading of the previous three months. (d) No permission shall be granted to reduce the contract demand if on a consideration of the investment made by the Board for an effective power supply to the consumer, the reduction is likely to, result in loss, unless the consumer is agreeable to bear the financial burden of the loss to be sustained by the Board for such reduction. The determination of the loss to be sustained by the Board as estimated by the Engineer shall be final and binding. (e) No application shall be rejected without recording reasons therefor and the order passed by the Engineer on the application shall be communicated to the consumer

forthwith by certificate of posting.(f)When the reduction of contract demand is permitted by the Engineer, the effective date of such reduction shall be reckoned from 1st day of the month following the month in which the application complete in all respects was received by the Engineer.

## **22. Enhancement of contract demand.**

(a)Every application for enhancement of contract demand shall be accompanied by-(i)such processing fee as fixed by the Board for the particular category of consumer ;(ii)Test Report to be furnished from the licensed Electrical Contractor.(b)An application for the enhancement of the contract demand may be rejected if-(i)the additional power cannot be supplied the existing voltage of supply;(ii)the consumer is not willing to avail the power at higher voltage at which OSEB is able to supply;(iii)the consumer is not agreeable to bear the estimated cost of the additions, alteration is required in the system;(iv)the consumer is in arrears of OSEB dues.(c)If as a result of the enhancement of contract demand, the classification of the consumer would change, the Engineer, before allowing the application may call upon the consumer to execute fresh agreement, subject to compliance of other conditions as prescribed under these Regulations.Chapter-IV

## **23. System of supply.**

- The Board's declared voltage and frequency of supply shall be generally as follows :(1)Low tension supply (up to and including 400 volts) Alternating Current-50-cycles.(i)Single phase-230 volts between phase and neutral.(ii)Two or three phase-400 volts between phases.(2)High tension supply (exceeding 650 volts) Alternating Current three phase-50 cycle at 11 KV or 33 KV.(3)Extra High Tension-Alternative Current three phase-50-cycles, 132 KV, 220 KV, 400 KV between phases.(4)The frequency and voltage of the electrical energy delivered at the point of supply to the consumer shall be subject to fluctuations as permissible under the provisions of the Indian Electricity Rules, 1956 as amended from time to time.

## **24.**

The voltage of supply shall be determined by the Engineer depending on the contract demand of the consumer. The supply voltage for the contract demands shall normally be as follows :(a)For contract demand normally not exceeding 3 KW/3.5 KVA, excepting in the case of Irrigation Pumps and agricultural services, shall be single phase, two wire and 230 volts.(b)For Irrigation pumping and agricultural service load up to and including 3 BHP, supply shall be at single phase, two wire and 230 volts, between phase and neutral or 3 phase, 3 or 4 wire and 400 volts between phases.(c)For load above 3 KWs/3.5 KVA, supply shall be at 2 phase, 3 wires or 3 phase and 3 or 4 wires at 400 volts.(d)For a contract demand above 70 KVA, up to but excluding 555 KVA, supply shall be in 3 phase 3 wire at 11000 volts.(e)For contract demand above 555 KVA up to but excluding 1110 KVA, supply may be given at 3 phase 3 wire at 11000 volts or 33000 volts depending on the convenience of the Board.(f)For contract demand above 1110 KVA up to but excluding 5000 KVA, supply shall be in 3 phase 3 wire 33000 volts.(g)For contract demand above 5000 KVA, supply shall be in 3 phase 3 wire and at 132000 or 220000 volts or 400000 volts, depending on the convenience of the Board.Board at its discretion, may also supply to above categories at ;any other voltage depending

on system availability/condition.

## **25. Power factor.**

(a)The consumer shall so arrange that power factor of his load not to be less than 90%. Power factor penalty shall be levied if there is a breach of the aforesaid requirement and supply of power may be disconnected (subject to notice and opportunity to show cause to the consumer) if the power factor falls below 60%.(b)In cases, where for any reason whatsoever, monthly average power factor of the load cannot be ascertained from the readings of meters/metering equipments installed for registering the consumers' monthly consumption of energy and/or 'maximum demand' in his installations/plant, it shall be determined periodically by the Engineer under normal operating conditions of the consumer by installing necessary equipments in the consumer's premises and the power factor so determined shall be considered as the average power factor of the consumer's installations/load for all purposes till such time, it is re-determined on the basis of any altered operating conditions.

## **26. Use of shunt capacitors.**

- Power supply shall not be given to any applicant at low voltage and for utilising in Induction motors of capacity of 3 H.P. and above and/or welding transformers of capacity 1 (one) KVA and above, unless shunt capacitors of appropriate rating are installed by the consumer across the terminals of his motor(s) and/or welding transformers to achieve average monthly power factor as specified in Clause 25 (a).Chapter-V

## **27. Classification of consumers.**

- Board may classify the consumers into various categories and subject to the provisions of Section 49 of the Electricity (Supply) Act, 1948, fix different tariffs and conditions of supply for different class of consumers. The classification shall be as follows:(i)Domestic - This category relates to supply of power to residential premises for domestic purposes only. This shall also include supply to occupants of flats in multi-storeyed buildings/residential colonies receiving bulk power at single point for domestic purposes and for distribution provided the connected load for non-domestic purposes does not exceed 10% of the total connected load. In case the non-domestic load exceeds 10% of the total connected load, they shall be treated as commercial or general purpose consumers. This shall not cover establishments which have no separate metering arrangement for domestic consumers residing in their residential colonies.(ii)Commercial - This category relates to supply of power to, premises which are utilised for business/commercial purposes with a contract demand up to and excluding 110 KVA where the non-domestic load exceeds 10% of the total connected load.(iii)Street lighting - This category refers to supply of power to a local authority or public body for providing street lights.(iv)Railway traction - This category refers to supply of power for Railway Traction. Supply shall be made at HT at 25 KV or 213 phase E H T at 132 KV or 220 KV depending upon necessity.(v)Irrigation planning and agriculture - This category refers to supply of power for pumping of water in Lift Irrigation, flow-irrigation and for lifting of water from wells, nallas, streams, rivulets, rivers, ponds, dug wells exclusively for agricultural purposes.(vi)Public

waterworks and sewerage pumping - This category relates to supply of power for public water supply and sewerage pumping installations owned and operated by State Government, local bodies or their agents.(vii)General purpose - This category relates to supply of power for all general purposes comprising a mixed load and with a contract demand of and above 110 KVA where the non-domestic load exceeds 10% of the total connected load.(viii)Public institution - This category refers to supply of power to educational institutions including hostels, Government hospitals, dispensaries, Primary Health Centres, Charitable Dispensaries, religious institutions, Dhermasalas, electric crematoriums and non-commercial sports organisations.(ix)Small industries - This category refers to supply of power for industrial production purpose with a contract demand up to but excluding 22 KVA, where power is generally utilised as a motive force.(x)Medium industries - This category refers to supply of power for industrial production with a contract demand of and beyond 22 KVA, up to-and exceeding 110 KVA, where power is generally utilised as motive force.(xi)Large industries - This category refers to supply of power to industries with a contract demand of and above 110 KVA but up to and excluding 25000 KVA, where power is substantially utilised as a motive force for industrial production.(xii)Mini steel plant - This category refers to steel manufacturing units licensed to operate as mini steel plants with contract demand of 4444 KVA and above where power is ordinarily utilised in Induction/Arc furnances.(xiii)Power intensive industries - This category refers to industries where power is substantially utilised as raw material involving electrochemical and/or electro-melallurgical processes with a contract demand of and above 2000 KVA having a monthly operational use factor of 80%.(xiv)Heavy industries - This category refers to industries with a contract demand of 25000 KVA and above where power is substantially utilised as a motive force.(xv)Temporary supply - This category refers to supply of power to meet temporary needs on special occasions like marriage or other ceremonial functions, festivals, religious functions or for seasonal business or to meet any other temporary need provided that supply shall not exceed a period of six months.(xvi)Emergency supply in Captive Power Plants (CPP) - This category refers to supply for emergency assistance to the Captive Power Plants in the State for start up of the unit or to meet their essential auxiliary and survival requirements in the event of the failure of the CPP. Such emergency assistance shall normally be limited to 25% of the rated capacity of the largest unit in the CPP.

## **28. Special Agreement.**

- The Board may, for reasons to be recorded and having regard to the nature of supply and purpose for which supply is required, by negotiation or otherwise fix special tariff and conditions of supply for the consumers not covered by the classification enumerated in Regulation 27 and for such purpose, may enter into Special Agreements with suitable modifications in the Standard Agreement form, if necessary, but the tariff fixed in such Agreement shall always be subject to revision by the Board from time to time.Chapter-VI

## **29. Charges for supply.**

(a)The tariff and other charges for supply of electrical energy and the method of charging shall be as fixed by the Board from time to time after giving minimum seven days' public notice and after publication in the Gazette. The charges may include (1) Demand charges to cover over-head

investment, installation and standing charges and the charges leviable for the readiness of the supplier to meet the demand of the consumers and (2) Energy charges.(b)Demand charges - Monthly demand charges shall be payable by the consumer on the basis-of maximum demand indicated in the demand meter or trivector meter or 80% of the contract demand whichever is higher in the circumstances indicated below :(i)In normal conditions including periods where power supply has been disconnected on account of default of the consumers during such normal conditions.(ii)During statutory power-cuts including periods of disconnection of supplies on account of consumer's fault during such statutory power-cuts provided such power-cuts do not exceed 150 hours in a month.(iii)In conditions of power restrictions imposed by OSEB when such periods of restrictions do not exceed 150 hours in a month.(c)Energy charges - Notwithstanding anything to the contrary in the agreement or the Special Agreement, energy charges shall be payable by all consumers at such rate as may be notified by the Board from time to time in the Tariff Notifications published in the Gazette in respect of the category to which the Consumer is classified; provided that different tariffs may be prescribed for power consumed during different times of the day.(d)Minimum energy charges - Every consumer, during the continuance of the agreements, shall be liable to pay the monthly minimum energy charges even if no electricity is consumed for any reason whatsoever or supply has been disconnected. The consumer shall also be liable to pay the minimum energy charges if the dues payable for actual consumption of energy is less than the minimum charges payable for the particular category of consumer. Minimum energy charges shall be provisionally payable if for any reason whatsoever the meter is defective and the immediately preceding three months' readings are not available.(e)Rate of minimum energy charges - Minimum energy charges are intended to cover over-head investment, installation and standing charges and the charges leviable for the readiness of the supplier to meet the demand of the consumer. Minimum energy charges in respect of various categories of consumers shall be as fixed by the Board from time to time as part of the tariff after giving minimum seven days' public notice and after publication in the Gazette.

### **30. Payment of Bills.**

(a)The charges payable by a consumer for supply of electrical power and other sums payable to the Board under any law shall be billed as far as possible on monthly basis indicating the period for which charges have been levied and the consumer shall pay the bill amount within a period of 15 days from the date of the Bill. The Bill shall be delivered by personal service or issued by post.(b)It would be the duty of every Engineer or his authorised agent to ensure that the Bills are despatched in accordance with the aforesaid procedure and records of such despatch are duly maintained. If for any reason the Bill for the preceding month is not received by a consumer within two weeks of the succeeding month, it would be the obligation of the consumer to approach the Engineer and collect the copy of the Bill from his office.(c)If a consumer disputes the correctness of the Bill, it is open to him to make payment under protest and raise a dispute before the Engineer or his superior officers regarding the accuracy of the Bill but on no account, he will withhold the payment. There shall, however, be no arbitration in respect of any dispute regarding tariff and the correctness of the Bill.(d)If ultimately it is found that the Bill sent to the consumer was not in order and/or inaccurate, the amount paid by the consumer shall be adjusted against the revised Bills and/or the subsequent Bill.(e)The Bill amount shall have to be paid by the consumer either in cash or by money order, Bank



Draft or Banker's cheque, but not by ordinary cheques.(f)If the last date indicated in the Bill for payment of the amount is a Sunday or other public holiday, the amount may be paid on the succeeding working day.(g)The amount paid by the consumer shall be first adjusted towards Electricity Duty provided that in case of part payment by the consumer, the proportionate share of duty from the total collection shall be adjusted first. Out of the balance the first adjustment shall be made towards current charges and the rest towards arrears in the following manner :Current Electricity Charges.Current Miscellaneous Charges.Arrear Electricity Charges.Arrear Misc. Charges.Delayed Payment Surcharge.(h)Where a consumer fails to pay the charges for electrical energy supplied to him, the Engineer may after giving him not less than seven clear days' notice in writing and without prejudice to the other rights and modes available for realisation of the amount, disconnect the supply until the arrears and re-connection charges are paid by the consumer. Failure to take steps for clearance of the arrears within a period of three months shall render the agreement liable for termination.

### **31. Rebate.**

- Payment of the billed amount in time shall entitle specified categories of consumers to a rebate of the billed amount excluding the amount levied towards Electricity Duty, other statutory duty and meter rent, if any. Every Bill shall indicate the amount payable by the relevant categories of consumers after payment is made in time and the amount if the payment is made beyond the time. The categories of consumers who are entitled to a rebate shall be fixed by the Board from time to time as part of the tariff after giving minimum seven days public notice and after publication in the Gazette.

### **32. Delayed payment surcharge.**

- Specified categories of consumers committing default in the payment of the billed amount in time shall be liable to pay delayed payment surcharge at the rate of 2% per month so, however, that there shall be no surcharge over surcharge. The categories of consumers who are liable to pay such delayed payment surcharge shall be as fixed by the Board from time to time as part of the tariff after giving minimum seven days' public notice and after publication in the Gazette.

### **33. Instalment facilities.**

- Claim of instalment facilities by a consumer is not a matter of right. The facilities may, however, be granted if for the purpose of recovery of arrears, such grant is necessary in public interest, Grant of instalments for clearing arrears, is, however, without prejudice to the liability of the consumer, to pay delayed payment surcharge or the disallowance of rebate, as the case may be, till full clearance of the arrears by the consumer. The Board shall be competent to prescribe the authorities and the instalment facilities they may grant to different categories of consumers from time to time.

### **34. Recovery of arrears.**

- In addition to other modes of recovery available under law, the Engineer shall be entitled to take recourse to proceedings under the Orissa Public Demand Recovery Act for realisation of the Board's dues.

### **35. Adjustment of security deposit.**

- The Engineer shall be entitled to realise/adjust the arrears payable by a consumer from out of the security deposit if the agreement is terminated. Chapter-VII

### **36. Balance of load.**

- A consumer taking two or three phase supply shall balance his load in such a way that there will be least difference in loading of the phases within a tolerance limit of 5%.

### **37. Prohibition against assignment without permission.**

- No consumer shall assign the agreement or transfer or part with the benefits under the agreement in favour of any other person without the express consent/approval of the Engineer in respect of domestic and commercial consumers and the Chief Engineer, Commerce, in respect of other categories of consumers. However, in case of death of domestic consumer, his legal heirs or successor in interest may ask for recognition as a consumer in place of the deceased on production of succession or legal heir certificate.

### **38. Fuse failure.**

- If at any time, the Board's service fuse or HT fuse fails, intimation thereof may be sent to the nearest fuse call centre or section office having jurisdiction over the area for rectifying the defects or replacing the fuse. None other than the authorised employees of the Board may replace the fuse in the Board's cut-outs and HV switch gears.

### **39. Prohibition against re-sale, transfer, dishonest abstraction, theft of energy.**

(a) No consumer shall re-sale the energy to any other person or transfer or divert power to other premises other than the one for which agreement has been executed. (b) No consumer shall make an unauthorised use of power supplied to him in excess of the approved contract demand and use power for a purpose other than the one for which agreement has been executed nor shall he dishonestly abstract power from the Board's system : Provided that bulk supply of energy given to an industrial consumer at one point of supply for the consumption of himself or his officers or employees residing within its colonies utilising power for domestic purposes only shall not constitute re-sale Or transfer of energy.

#### **40. Penalty.**

(a) On detection of such unauthorised use, sale, diversion, dishonest abstraction, transfer or theft of power, the quantum of unauthorised consumption shall be determined by the same ratio as the unauthorised load stands to the authorised load. (b) On assessment of quantum of unauthorised consumption, the period of such unauthorised consumption shall be determined on the basis of the evidence adduced by the consumer. On failure of the Consumer to prove the aforesaid satisfactorily, the Engineer concerned shall levy penalty calculated for a period of one year prior to the date of detection; provided that if the initial date of supply is less than a year from the date of the detection, penalty has to be calculated accordingly for the reduced period only. (c) The penalty for unauthorised use shall be calculated at double the rate of tariff applicable to the particular category of consumer, in respect of the unauthorised use. (d) The demand charges payable under two part tariff shall be as follows : (i) 80% of the contract demand or the maximum demand recorded during the relevant period whichever is higher expressed in KVA and multiplied by the normal rate of tariff applicable (A). (ii) Unauthorised connected load expressed in KVA multiplied by double the rate of tariff applicable (B). The demand charges payable will be (A) + (B). (e) In addition to the other powers available under law and/or these Regulations any consumer unauthorisedly assigning the benefits under the agreement in favour of another or re-selling or diverting or transferring the same or committing unauthorised abstraction of power, shall be liable for disconnection of supply after a notice calling for his explanation within 7 days and after considering the causes shown, if any, by him.

#### **41. Re-classification of consumers.**

- If it is found that a consumer has been classified in a particular category erroneously or has changed the purpose of the supply as mentioned in the agreement or has enhanced the consumption of power so as to exceed the limit of that category or has obtained order of reduction or enhancement of contract demand, the Engineer may re-classify him under appropriate category and issue notice to him to execute a fresh agreement on the basis of altered classification and/or modified contract demand. If the consumer does not take steps within the time indicated in the notice to execute the fresh agreement, the Engineer may, after issuing the show cause notice covering the period of clear seven days and after considering his explanation, if any, may disconnect the supply of power,

#### **42. No parallel operation with Board's system.**

- Unless the Board grants permission in writing, the consumer shall not so arrange his existing generating plant, machinery and apparatus (including any extensions of or additions to the same) as to make them possible to be used as a parallel system to the supply system of the Board. The permission of the Board, however, if any, shall not make the Board or Engineer liable for any damage caused to the consumer's plants, machinery and apparatus on account of each use, or any evil consequences following therefrom.

#### **43. Curtailment and staggering of supply.**

- The Board shall endeavour to maintain continuous supply and to restore supply after any failure as quickly as possible but shall not be liable to pay any damage or compensation for any loss or in convenience caused to the consumer on account of any tripping or power failure. The consumer shall forthwith curtail/stagger or altogether stop using electricity when so directed by the Engineer or the Board if the power position or any other emergency in the Board's system of supply warrants such a course. The Board shall always have a right, for the purpose of maintenance of its supply system, to temporarily discontinue the supply of power to any area for such period as may be necessary, subject to such advance notice as may be feasible.

#### **44. Deemed termination of agreement.**

(a) If power supply to any consumer remains disconnected for a period of three months for non-payment of tariff or non-compliance of the directions issued under these regulations, and no effective steps are taken by the consumer for removing the cause of disconnection and for restoration of power supply, the agreement of the Board with the consumer for power supply shall be deemed to have been terminated on expiry of the 3 months' period, without further notice. (b) On termination of the agreement, the Board shall be competent to remove the service line and other installations for supply of power, as of right, from the premises of the consumer.

#### **45. Force majeure.**

- The Board shall not be liable, for any breakdown, reduction or interruption of supply caused directly or indirectly by any mechanical break-down or damage to the transmission, line apparatus and equipments. The Board shall not be held responsible for any delay in or failure and/or reduction of supply of energy, brought about directly or indirectly by circumstances beyond its control and by act of God including war invasion, matiny, enemy action, embargo, blockade, civil commotion, strike, slow-down, riots, epidemics, non-availability of plant, machinery, equipment and materials for generation, transmission and distribution of power, earthquakes, floods and shortage of water in the reservoirs etc. In all such situations indicated in this Regulation, the Board shall be within rights to regulate, curtail, stagger or, if necessary to cut-off the supply of power to the consumers at its discretion.

#### **46. Rights of the supplier and the consumers during the period of power restriction.**

- If on account of shortage in the generation of electrical energy or break-down of transmission system, restrictions on power supply are imposed by the State Government under Section 22 (B) of the Indian Electricity Supply Act, 1910 or by the Board under Section 49 of the Electricity Supply Act, 1948, the Board and Engineers shall be under no obligation to supply energy contracted for except in accordance with the restriction order and subject to the other provisions of the Regulations : Provided that during the period the restrictions are in force, the consumer shall not be

liable to pay the charges in accordance with the agreement if the restriction of supply in a month exceeds 150 (one hundred and fifty) hours but shall only pay in case of two part tariff, on the basis of actual energy consumption and the recorded maximum demand. In case there is no actual energy consumption and/or no recorded maximum demand either on account of no consumption or on account of disconnection resulting from consumer's default, the consumer shall be liable to pay the demand charges on the basis of 50% of the contract demand. In cases covered by single part tariff, the consumer shall pay on the basis of actual consumption of energy.

#### **47. Reduced supply during break-down.**

- If at any time during the continuance of the agreement between the Board and the consumer, the plant and/or premises of the consumer are destroyed or so damaged by fire or explosion, natural, calamity, war, civil commotion, strike, lock-out and other unavoidable causes resulting in a breakdown and rendering the plant or the premises wholly or substantially unfit for occupation or use, the consumer may on giving seven days' notice in writing to the Engineer of such a breakdown take a reduced supply of power as may be necessary and feasible. In such a contingency, he shall not be liable to pay the charges in accordance with the agreement, but shall only pay towards demand charges where such charges are payable, on the basis of the maximum demand as recorded in the demand meter and pay for the energy charges on the basis of actual energy consumption. The aforesaid period of reduced supply, shall, however, not count towards the initial period specified in the agreement and the period of the agreement may be enhanced for a further period equivalent to the period of reduced supply.

#### **48. Appeal.**

- A consumer aggrieved by any order passed under these Regulations may file an appeal within thirty days of the date of the order communicated to him. The appeal shall lie-(i) from the original order of the Executive Engineer to the Superintending Engineer; (ii) from the original order of the Superintending Engineer to the Chief Engineer, Commerce; (iii) from the original order of the Chief Engineer, Commerce to the Chairman of the Board. The Chairman, if he so desires may refer any case to the Board at his option for final disposal. The order passed in appeal shall be final and binding.

#### **49. Arbitration.**

- All disputes or differences for which no provision has been made in any other law for adjudication, shall be referred to the Arbitration Tribunal, Orissa constituted under Section 41-A of the Arbitration Act, 1940 as amended in Orissa and the proceedings shall be regulated by the said Arbitration Act, 1940 as amended in Orissa; provided that any dispute or difference with regard to the tariff, charge or surcharge or other dues payable by the consumer, shall not be deemed to be a dispute or difference within the meaning of this Regulation and shall not be referred to Arbitration. And provided further that the pendency of a dispute or difference before the Arbitration Tribunal or any other forum shall not entitle a consumer to withhold payment of dues including surcharge and delayed payment surcharge, electricity duty and other charges payable to the Board.

## **50. Place of suing.**

- All proceedings arising out of these Regulations and the agreement made thereunder shall be filed only in such Courts in Orissa under whose jurisdiction the agreement was executed or at Bhubaneswar under the over-all jurisdiction of the Orissa High Court..

## **51. Service of notice.**

- Wherever a provision has been made under these Regulations for service of notice to the consumer, such service may be effected either by personal delivery of the notice to the consumer or by despatching to him the notice by registered post. In the case of individual consumers, service on the registered consumer or his spouse or his representative and in the case of firm, company or corporation service on the Managing Director, Director or Principal Officer of such concern shall be sufficient. Where a consumer refuses/avoids to receive notice, the notice may be affixed by the Serving Officer on the premises of the consumer in the presence of two local witnesses and in such case, an endorsement shall be made to that effect on the copy of the notice. Such service by affixture shall be deemed to be sufficient service.

## **52. Repeal.**

- On the commencement of these Regulations, the Orissa State Electricity Board (General Conditions of Supply) Regulations, 1981 as amended from time to time and all orders/instructions issued thereunder shall stand repealed and on such repeal, the principles laid down in Section 5 of the Orissa General Clauses Act shall be applicable and all actions taken, notices issued, proceedings initiated shall be continued and rights and liabilities, privileges and obligations acquired, accrued or incurred shall not be affected and all rights and obligations of the supplier and the consumer under the existing agreements shall be regulated by these Regulations.

## **'A'**

Standard Agreement Form for supply of electrical energy by the Orissa State Electricity Board[See Regulation 6 of the Orissa State Electricity Board (General Conditions of Supply) Regulations, 1995]THIS AGREEMENT made this the.....day of.....One Thousand Nine Hundred and between .....the ORISSA STATE ELECTRICITY BOARD (hereinafter called "THE SUPPLIER" which expression, unless repugnant to the subject or context, shall include its successors and assigns) of the ONE PART and.....(hereinafter called "THE CONSUMER" which expression, unless repugnant to the subject or context, shall include his heirs, successors and assigns) of the OTHER PART.WHEREAS the consumer has requested the supplier to supply electrical energy to the premises of the consumer situated at in the district of for the purpose of and the supplier has agreed to supply the same on terms and conditions stipulated hereunder.\*NOW THESE PRESENTS WITNESS that in consideration of the payments to be made by the consumer as hereinafter contained , it is hereby MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERE TO as follows :

**1. Duration of Agreement. - This Agreement shall commence from the date of its execution and shall continue to be in force until the expiry of FIVE years from the date of supply, and thereafter shall so continue until the same is determined by either party giving to the other, three calendar months' notice in writing of its intention to terminate the Agreement :**

Provided that if power supply remains disconnected for a period of three months for nonpayment of tariff or non-compliance of the directions issued, under the Regulations, and no effective steps are taken by the consumer for removing the cause of disconnection and for restoration of power supply, the Agreement of the Board with the consumer for power supply shall be deemed to have been terminated on expiry of the 3 months' period from the date of disconnection, without further notice.

**2. Condition of supply. - The consumer has obtained and perused a copy of the Orissa State Electricity Board (General Conditions of Supply) Regulations, 1995, understood its contents and undertakes to observe and abide by all the terms and conditions stipulated therein to the extent they are applicable to him. The Orissa State Electricity Board (General Conditions of Supply) Regulations, 1995 as modified from time to time, to the extent they are' applicable shall be deemed to form part of this Agreement.**

**3. Quantum of supply. - Subject to the provisions hereinafter contained and during the continuance of this Agreement, the supplier, represented by the Engineer shall supply the consumer and the consumer shall take from the supplier, a supply up to but not exceeding a contract demand of .....KVA/.....KW.**

The Consumer may utilise power up to.....KVA/KW.....out of the aforesaid contract demand in his residential colony for use by himself or his employees.

**4. Type of supply. - The aforesaid supply shall be from a three phase 50 cycles alternating current system at a normal pressure of ..... Volts. The quantum of supply shall be measured by a suitable metering equipment of .....Volts.**

**5. Security deposit. - The consumer, pursuant to the OSEB (General Conditions of Supply) Regulations, 1995 has made security deposit of Rs..... in favour of the Engineer. The consumer undertakes to make any additional security deposit, as and when called upon by the Engineer.**

**6. Charges to be paid by the consumer. - The consumer shall pay to the Engineer, for power demanded and electrical energy supplied under this agreement 'demand charges', 'energy charges' and 'other charges' in accordance with the provisions of Regulations and as notified in the Tariff Notifications from time to time :**

Provided that the consumer shall pay electricity duty or such other levy, tax or duty as may be prescribed under any other law in addition to the charges, fuel surcharge and transformer loss payable under the Regulations.

**7. The tariff and conditions of supply mentioned in this Agreement shall be subject to any revision that may be made by the supplier from time to time.**

**8. Arbitration. - All disputes or differences for which no provision has been made in any other law for adjudication, shall be referred to the Arbitration Tribunal, Orissa constituted under Section 41-A of the Arbitration Act, 1940 as amended in Orissa and the proceedings shall be regulated by the said Arbitration Act, 1940 as amended in Orissa; provided that any dispute or difference with regard to the Tariff, charge or surcharge or other dues payable by the consumer shall not be deemed to be a dispute or difference within the meaning of this Regulation and shall not be referred to Arbitration.**

**9. Stamp duty. - The consumer agrees to bear the cost of the stamp duty and all costs incidental to the execution of this Agreement in full.**

In WITNESSES WHEREOF the parties hereto have put their hands and seats this the day of .....19.....

Signature of the Consumer	Signature of the Engineer acting for and on behalf of the Orissa State Electricity Board.
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Witnesses to the execution by the consumer	Witnesses to the execution by the Engineer
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1.	1.
2.	2.

\* The name of the consumer and the address in detail should be mentioned. In the case of Registered partnership firm, besides the name and address of the firm the name and address of the Managing Partner or the Partner executing the agreement on its behalf should be mentioned. In the case of a Company incorporated under the provisions of the Companies Act, 1956, the address of the registered office of the Company and the name of the Managing Director or Principal Officer of the Company duly authorised to execute the agreement should be stated.



**'B'**

Form of requisition for supply of electrical energy by the Orissa State Electricity Board (For Domestic and Commercial Purposes) [See Regulation 6 of Orissa State Electricity Board (General Conditions of Supply) Regulations, 1995] To The Sub-Divisional Officer/Section Officer, Orissa State Electricity Board Sir,

**1. I/We hereby request you to supply electrical energy to the premises hereinafter described. I/We am/are the owner/lawful occupier of the premises at in which supply of electrical energy is now required.**

**2. I/We agree to take supply for TWO YEARS to utilise the energy for domestic/commercial purposes only. The agreement shall so continue unless terminated by either of the parties after giving one month's notice.**

**3. I/We agree to pay for the service connection and other dues including the security as may be payable and shall also pay the charges, surcharges, electricity duty in accordance with the Regulations framed by the Board from time to time.**

**4. I/We have obtained and perused a copy of Orissa State Electricity Board (General Conditions of Supply) Regulations, 1995 and understood its contents and hereby undertake to observe and comply with the terms and conditions stipulated therein to the extent they are applicable to me/us.**

**5. Plot/Holding No. of the premises**

Village/Town/Street : Address for Correspondence Owned by : (Name and full address) tenanted/occupied by (Name and full address) Written permission of the Yes/No/Not applicable/Applicable landlord/owner tendered.

**6. The following are my/our electrical installations to be fixed in the premises-**

No. of points	Wattage of points	Total wattage
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Lights :

Fan.

Convenience wall plugs for lights and fans

Domestic electrical appliance.

Cookers :

Water heaters

Refrigerators

Other purposes

Convenience wall Plugs (5 Amps)

Convenience wall Plugs (15 Amps)

Industrial Pumps

Other purposes

**7. My contract demand is.....KW/KVA The Electrical installation works will be carried out by .....**

(Electrical Contractor)Date :Applicant's signatureNote - (a) Additions or omissions to the connected load/contract demand to be notified to the supplier and permission obtained before effecting such charges.