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Bhutan Power Corporation Limited



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ལག་ལེན་ལམ་ལུགས།

**Terms and conditions of supply of electricity
Low Voltage and Low Voltage Bulk Customers**



Bhutan Power Corporation Limited

Terms and Conditions of Supply of Electricity for Low Voltage and Low Voltage Bulk Customers



January 2009

Foreword

Bhutan Power Corporation Limited (BPC) is pleased to bring out this booklet covering the Terms and Conditions of Supply of Electricity for Low Voltage and Low Voltage Bulk customers. It is a revision of the earlier Terms and Conditions of Supply of Electrical Energy (1983) and takes into account the various queries BPC has been receiving from its customers and the intending users of electricity over the past five years since the formation of the BPC. With the corporatization of electricity supply distribution in Bhutan, it is imperative that both the Royal Government of Bhutan (RGoB) as well as our esteemed customers expect much better service as well as transparency in the way BPC conducts its business.


We, at the BPC, feel that we owe it to the public to explain our efforts to reach out to people and at the same time ensuring professional and transparent approach in the conduct of our business with our customers. This Terms and Conditions of Supply of Electricity is aimed at informing our customers of the following :

- * The guidelines for extending electricity supply.
- * The obligations and responsibilities of BPC.
- * The rights and obligations of the customer.
- * Other conditions related to the delivery of electricity services.

With the mandate of the RGoB to have electricity for all by 2013 it has become even more important that our customers are clear about their rights as well as obligations as far as availing the services of electricity is concerned. BPC is trying its best to ensure that its customers are served in the best possible way within the limitations of the infrastructure availability. It will be our endeavor at BPC to continue to have your esteemed patronage.

Your satisfaction is our top most priority.

Tashi Delek!


Bharat Tamang
Managing Director

Preface

After extensive studies and discussions, Bhutan Power Corporation Limited (BPC) is happy to bring out this Terms and Conditions of Supply of Electricity. This document is an outcome of the studies conducted by the Distribution and Customer Services Department on the current industry practices of electric utilities in the region and also around the world pertaining to the rules for supply of electricity to our customers. Feedback on the document have also been received from both within the BPC and our customers on issues concerning the daily conduct of the business. An extensive discussion on the document was conducted with the participation of all senior executives of the Company where numerous feedback were obtained and subsequently incorporated.

While formulating this document, due care has been given to prevailing industry practices, adaptability to our national conditions, acceptability to our customers, possible practical implementation problems and compliance to the Distribution Code of the Bhutan Electricity Authority.

The main purpose of bringing out these rules is to ensure that our customers are kept informed of their rights and obligations and also that of the BPC's. It is also envisaged that the document will provide a uniform set of guidelines to all our Electricity Services Divisions (ESDs) in various Dzongkhags in extending and maintaining the electricity supply services. As a corporation mandated to provide electricity to all in Bhutan, it is important that we adopt a principled and transparent approach in our operations keeping in mind the quality of services we deliver to our customers. It is in this context that this Terms and Conditions of Supply of Electricity has been formulated and we hope that it helps in the delivery of quality services to our customers and at the same time ensure the element of fairness.

1 January 2009

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PART 1 - GENERAL CONDITIONS

1. Introduction

This document enumerates the terms and conditions of supply of electricity to the LV and LV Bulk Customers and is intended to provide guidelines to both the Customers and the ESDs of the Company in ensuring uniform application of the rules in extending and maintaining the electricity supply.

2. Dispensation

In this Terms and Conditions of Supply of Electricity to the extent there is a conflict between this Terms and Conditions of Supply of Electricity and the Distribution Code of the Bhutan Electricity Authority, the Distribution Code prevails to the extent of the inconsistency.

3. System of Supply

3.1. The declared frequency of AC supply is 50 Hz.

3.2. The declared voltage of AC Supply is as follows:

SI No	System of Supply	Voltage Level	Limits of variation
1	Low Voltage (LV)	Single phase, 230 Volts between phases and neutral, three phase, 400 Volts between phases.	± 6%
2	Low Voltage Bulk (LV Bulk)	Three phase, 400 volts between phases	± 10%

Table 1

3.3. The system of supply shall be determined by the Company depending on the contract demand of the Customer. The system of supply for the contract demands shall be as follows.

SI No	Contract Demand (in kW)*	Supply System	Customer Category Type
1	Upto 10 kW	Single phase, 230 volts	LV
2	Above 10 kW upto 30 kW	Three phase, 400 volts through direct connected meter	LV
3	Above 30 kW upto 100 kW	Three phase, 400 volts through direct connected or CT connected meter	LV
4	Above 100 kW upto 300 kW	Three phase, 400 volts through CT operated meter	LV Bulk**

Table 2



(*) The Contract Demand in case of LV Customers is the estimated demand based on the information on the appliances, number of electricity points and the possible intent of use, furnished by the Customer. This shall be duly verified by the Company at the time of application for new connection or for increase or decrease in the demand, unless such demand is warranted to be furnished by the Customer for appropriate Customer categorization.

(**) While the loads to qualify as a LV Bulk generally is as given here, there are some special customer category types which fall under this category but with loads outside this range. The details of such a classification are given in clause 2 under the Special Conditions of this Terms and Conditions of Supply of Electricity.

4. Application for Supply

- 4.1. Application for initial supply or subsequent additional supply of electricity shall be made in the prescribed format (Appendix 1). Copies of the format of the application can be obtained from the ESD offices free of cost.
- 4.2. The application form shall be complete and accurate in all respects. The Applicant shall be responsible for any problems arising from inaccurate information. The application thus filled up shall be signed by the owner or the occupant with the consent of the owner of the premises for which supply is required. In case of tenants, the application form shall be in the name of the owner or landlord and the owner or landlord will be treated as the Customer after the supply of electricity is granted. The application shall be submitted at the ESD office together with a sketch map of the premises and documentary evidence of ownership or occupation of the premises in question.
- 4.3. The documentary evidence of ownership or occupation of the premises shall be through appropriate certifications of the City Corporation, Dzongkhag or Dungkhag Administration. In case of tenants, a signed letter of consent from the owner shall accompany the application which states that the owner agrees to abide by the contents of Clause 29.
- 4.4. The electricity connection and the payment of bills raised by the Company for consumption of electricity shall not constitute evidence for the purpose of lawful occupation of the premises in any municipal record or any court of law.
- 4.5. For the cases where supply can be provided from the existing distribution system, the Company shall respond to the application within 15 days and the expected time for supply of electricity after receipt of application complete in all respect, including all payments, shall be 30 days. The customer categorization as LV or LV Bulk and the applicable tariff shall be based on the contract demand as given in subclause 3.3.
- 4.6. For the cases where the new supply connection requires the extension of the distribution system, the Company shall respond to the application within 60 days and the expected time for supply of electricity after receipt of application complete in all respect, including all payments, shall be 90 days.



- 4.7. For the cases where the new supply connection requires a new substation, the Company shall respond to the application within 60 days and the expected time for supply of electricity after receipt of application complete in all respect, including all payments, shall be 1 year.
- 4.8. However, the provision of supply for cases under subclauses 4.5 to 4.7 shall entirely depend on the feasibility and viability condition given in Special Conditions of this Terms and Conditions of Supply of Electricity.
- 4.9. It is not obligatory on the part of the Company to provide supply to the Applicant and in the event the application is rejected, any payment made by the Applicant will be returned without any obligation for payment of any interest.
- 4.10. An Applicant, who is not the owner of the premises occupied by him, shall execute an indemnity bond indemnifying the Company against any damages payable on account of any dispute arising out of supply of electricity to the premises.
- 4.11. If the Applicant in respect of an earlier agreement executed in his name or in the name of his spouse or any other legal dependent or any other names, is in arrears of electricity dues or other dues payable to the Company, or if it is felt that the said application is for supply to such defaulted Customers by the Applicant, the application for supply shall not be allowed by the Company until the arrears are paid in full.

5. Agreement

- 5.1. The Applicant shall be required by the Company to sign an agreement in the prescribed format (Appendix 1). The Applicant shall be bound by all the terms and conditions included herein and in the agreement form.

6. Energy and Meter Security Deposit

- 6.1. The Applicant shall make security deposit for the electrical energy (to be) supplied and for the meter and other apparatus installed by the Company in his premises.
- 6.2. The security amount for the energy supplied shall be based on the Amperage-capacity of the meter (i.e. Nu. per Ampere), while that for the meter shall be 50% of the actual cost of the meter. The Company shall demand additional security deposit from any Customer on grounds of (i) change in the meter rating in Amperes and / or (ii) changes in the tariff structure.
- 6.3. The Company shall be at liberty at any time to adjust any part of such security deposit for recovery of any payment or satisfaction of any arrears which may become due from the Customer. When the Company adjusts the security deposit for such recovery, the Customer is liable to make up for the security deposit or part thereof so adjusted by the Company.
- 6.4. No interest shall be payable on the security deposit.



- 6.5. The security deposit shall be returned to the Customer only after the termination of the agreement and after adjustment of any outstanding dues within a period of 1 month from the date of termination. The Company is liable to refund the security deposit only on the claimant's production of the original receipt of the payment made.

7. Commencement of Supply

- 7.1. Electricity supply shall commence when the company is satisfied that the Customer's installation is in accordance with the completion and test report as approved by the Company and the Customer complies with other conditions of the Terms and Conditions of Supply of Electricity.
- 7.2. The Company shall commence supply of electricity to the Applicant as per the provisions of the subclauses 4.5 to 4.8. The billing as per applicable rates shall be done from the time the Applicant starts availing electricity. However, the Applicant shall be liable to pay the monthly Fixed Charges and other applicable charges from the date of intimation of commencement of supply even if he fails to avail of the electricity sanctioned to him.

8. Service Line

- 8.1. Service connection shall be released by the Company only after the specified Service Connection Charges are paid by the Applicant, unless otherwise mandated by the RGOB.
- 8.2. The service connection to the Applicant's premises can be by underground (generally for urban areas) or overhead (for other areas) service cables, as applicable based on the Company's infrastructure and / or the geographic location of the Applicant.
- 8.3. The method of construction of the service line, whether overhead or underground, and the quality of the materials to be used shall be determined by the Company.
- 8.4. The maximum length of service connection (service cable) shall not exceed 70 meters.
- 8.5. While extending supply to the Applicant, it shall be the responsibility of the Company to obtain all the necessary Right of Way (ROW) for the LV line and / or other infrastructure like transformers till the point from where the service connection can be extended. The Applicant shall however obtain the right of way from the Company's LV line, LV pole or mini-pillar to his meter board for running the service cable.
- 8.6. After the position for service mains has been agreed upon, the Company shall submit to the Applicant a quotation of the estimate of the cost to be borne by him in respect of the work to be carried out and advise him of any other conditions to be complied with. The Applicant shall be required to deposit the amount of the estimate with the Company before the service is laid.



- 8.7. If a Customer desires to have the position of the existing service cable altered, the entire expenses on account of shifting shall be borne by the Customer. In other cases, where shifting is necessary for convenience of the Company or its own other obligations, the Customer shall extend full cooperation but shall not be required to pay any charges.

9. Temporary Service

- 9.1. Service lines for temporary requirement shall be laid by the Company where possible and the cost incurred in providing, laying, maintaining and removing such service lines shall be paid by the Customer. The Company may, however, allow the Customer to lay, maintain and remove such service line, using his own material.
- 9.2. The Customer shall be required to pay energy charges and all other charges at the rates fixed by the Company for such temporary service under its Schedule of Tariffs and Miscellaneous Charges.
- 9.3. Unless otherwise approved by the Company in writing, the temporary service shall be defined as installations intended for removal within a period not exceeding 2 years.
- 9.4. In the event a temporary service connection needs to be converted to a permanent one, the Applicant is required to make a fresh application for the supply, indicating that the temporary connection has already been provided. The processing of this application will follow the norms set forth for new connection.

10. Point of Metering

- 10.1. The point of metering shall be in the Customer's premises, as close as possible to the Company's distribution mains. The Customer shall always be metered at the voltage level as per clause 3.
- 10.2. The Company may, however, provide for metering on its distribution mains or other points outside the Customer's premises purely from technical feasibility point of view.

11. Wiring on the Customer's Premises and General Wiring Conditions

- 11.1. The wiring on the Customer's premises shall conform to the regulations of the BEA and the Company's standards. The wiring shall be carried out by a licensed electrical contractor holding a valid license issued by an appropriate authority.
- 11.2. As soon as the Customer's contractor completes the wiring and other electrical installation in the premises, the Customer shall submit to the Company the contractor's completion and test report in the prescribed format (Appendix 11).
- 11.3. Customer shall, at his cost, provide adequate protection devices.
- 11.4. Proper earthing must be provided at the Customer's premises.



- 11.5. Water pipes and any other pipes / structures, shall not be used for earthing purposes. All wiring shall be kept as far as possible away from such pipes and structures.
- 11.6. All appliances used must be effectively earthed as per the standards set by the Company.

12. Equipment of the Customer

- 12.1. The Customers intending to use apparatus and any other electrical equipment in their electricity installation are advised to submit full technical particulars of such apparatus before procuring or installing the same. This will facilitate the Customer in informing about any special conditions that may be applicable to the type of apparatus to enable it to be connected to the mains.
- 12.2. All electrical equipment belonging to the Customer and connected to the Company's mains shall be maintained to the reasonable satisfaction of the Company.
- 12.3. The design and operation of all plant and apparatus shall be such that it shall not interfere with the safety or efficient working of the Company's electric supply lines or the supply of electrical energy by the Company to other Customers.
- 12.4. The Company may, in the exercise of reasonable judgment, refuse to supply service to loads having unusual characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of the Company personnel. The Company may require a Customer to install any necessary filtering, operating and safety equipment in accordance with the requirements and specifications of the Company before effecting supply.
- 12.5. It shall be the responsibility of the Customer to ensure the safety of all equipment in his premises and shall provide proper protection devices as indicated in clause 11.3.
- 12.6. The Customer shall ensure that the harmonic distortions are maintained in a manner that the Individual Harmonic Distortion is restricted within 3% while the Total Harmonic Distortion (THD) shall be restricted within 5% of the nominal fundamental frequency.

13. Motors

- 13.1. No motor shall be connected to the low voltage system of the Company unless the motor and the installation thereof has suitable device to limit the starting current.
- 13.2. Unless otherwise approved by the Company, electricity supply shall not be given to any Customer at low voltage for utilizing in induction motors of capacity of 3 HP and above or welding transformers of capacity one kVA and above, unless shunt capacitors of appropriate ratings are installed by the Customer across the terminals of such motor(s) or welding transformers to achieve average monthly electricity factor as specified in this Terms and Conditions of Supply of Electricity.



13.3. Motors of low voltage shall be provided with appropriate control gear to prevent the maximum current demand from the Customer’s installation exceeding the limits given in the following schedule at any time.

Nature of supply	Size of installation	Limit of maximum current Demand
Single phase	Up to and including 3 HP	Six times full load current
Three phase	Upto and including 3 HP	Six times full load current
Three phase	Above 3 HP and up to and including 10 HP	Three times full load current
Three phase	Above 10 HP and up to and including 15 HP	Twice full load current
Three phase	Above 15 HP	One-and-a-half-time full load current

Table 3

13.4. Failure to comply with the above shall render the Customer liable for disconnection on account of disturbance to the electricity supply to other Customers.

13.5. All other technical requirements for the installation of the motors including the wiring for motors shall conform to the standards set by the company.

14. Equipment of the Company on Customer Premises

14.1. The Company may require a Customer to provide space to install the Company’s equipment which may be considered necessary by it for effecting electricity supply to the Customer. After such accommodation has been provided by the Customer, the said installation shall continue on the premises with full control vested in the Company.

14.2. The Customer shall, as far as circumstances permit, take precautions for safe custody of the Company’s equipment on his premises and shall not interfere with or allow any one to interfere with the Company’s meters or other apparatus in any way. If the Company’s seals placed to protect its apparatus are broken, the Customer shall be liable to a penalty as defined in the Company’s Schedule of Tariffs and Miscellaneous Charges.

14.3. Without prejudice to any other action available under the law and under this Terms and Conditions of Supply of Electricity, supply may be disconnected forthwith if the Customer interferes with any of the Company’s apparatus installed in the Customer’s premises or the service line provided by the Company.

14.4. The Customer shall compensate the Company for any damage caused to the mains, apparatus or instruments or any other property of the Company in the Customer’s premises, occasioned by any act, omission, lapses or negligence on the part of the Customer.



- 14.5. If supply of electricity has been disrupted or disconnected on account of such damages as mentioned in subclause 14.4 above, the supply may not be restored until the damage is assessed and the cost of restoration is deposited by the Customer.

15. Inspection and Testing of New Installations

- 15.1. The Customer shall give at least 7 day's prior notice in writing in the prescribed format (Appendix 11) to the Company that the installation is ready for testing.
- 15.2. Upon receipt of the completion and test report of the installation, the Company shall notify the Applicant of the time and the date when the Company's representative proposes to inspect and test the installation.
- 15.3. It shall be the duty of the Applicant to arrange to keep the premises open and to see that his representative is present at the inspection to give the Company's representative any information concerning the installation.
- 15.4. The Company shall also inspect the premises for the fixation of the point of entry of supply mains, protection devices and meters.
- 15.5. The Customer installation shall conform to the standards set by the Company.
- 15.6. No connection shall be made until the Applicant's installation has been inspected and tested by the Company and found satisfactory. No charge shall be made for the first visit and testing carried out by the Company. However, all subsequent visits and retestings required due to any of the following reasons shall be charged as per the Company's Schedule of Tariffs and Miscellaneous Charges:
 - 15.6.1. Faults brought out or identified during the initial test, or
 - 15.6.2. Failure of the Applicant to attend the test on the agreed date, or
 - 15.6.3. Facilities for inspection and testing not having been arranged by the Applicant during the initial visit, or
 - 15.6.4. The installation not being complete.
- 15.7. While the Company shall carry out the above before effecting the electricity supply, the Company shall not be responsible for the Customer's internal wiring and the extension of the supply by the Company shall in no way be construed as the Company having certified the Customer's premises or wiring to meet the standards. The Customer's internal wiring and safety associated with it shall be the responsibility of the Customer.

16. Power Factor

- 16.1. The Customers shall maintain a monthly average power factor of not less than 85%.



- 16.2. The Company reserves the right to refuse to supply an installation where in its opinion the average power factor of the installation is less than 85%.
- 16.3. When required by the Company the Customer shall take reasonable time, not exceeding 3 months, to take such effective steps as to raise the average power factor of installation to a value not less than 85%.
- 16.4. In the event of such steps not being taken by the Customer, the Company reserves the right to disconnect the supply.
- 16.5. If the power factor falls below the required level, the Customer shall be liable to pay penalties as per the Company's Schedule of Tariffs and Miscellaneous Charges

17. Balance of Loads

- 17.1. The Customer taking three phase supply shall balance his connected load in such a way that the difference in the loading of each phase does not exceed 5%. In other words, the maximum permissible difference between phases shall be 5%.
- 17.2. In case of continued unbalance in the operating loads for three-phase Customers, the Company may notify the Customer to ensure proper balancing of the operating loads. Non-compliance to such notification shall make the Customer liable for disconnection. Reconnection shall be only on furnishing a certificate of rectification and upon payment of the applicable charges.

18. Extension and Alteration of Customer Installation

- 18.1. After the supply of electricity has commenced, should the Customer desire to increase the load on his premises, he shall requisition for such additional supply.
- 18.2. The Customer shall be required to deposit enhanced security deposit for the additional load if the required load can be provided. However, if the additional load is not feasible from the Company's existing infrastructure, the Customer shall bear the cost of the augmentation required to make such additional load feasible.
- 18.3. For the duration of the period in which alterations, additions or repairs are being executed, supply to the circuit which is being altered, added to or repaired, must be entirely disconnected and it shall remain disconnected until the alterations, additions or repairs have been tested and passed by the Company (as per Appendix 11). Failure to do so shall render the supply liable for disconnection.

19. Failure and Interruption of Supply

- 19.1. Should, at any time, the Company's electricity supply needs to be interrupted, the Customer shall inform the Company. The Customer is not allowed to operate high-tension switches belonging to the Company upto and including the point of metering (including the meter) or interfere with the Company's line and equipment so as to



disconnect his supply. He shall render himself liable to a penalty if the Company's seals are broken or the Company's supply is interrupted without its knowledge.

- 19.2. If a representative of the Company is called to the Customer's premises on account of failure of supply and such failure is due to causes not attributable to the defect in the Company's apparatus or due to the Customer's negligence in not affording proper protection to the apparatus, the Customer shall be charged a attendance fee in accordance with the Company's Schedule Tariffs and Miscellaneous Charges.
- 19.3. While the Company shall take all care to ensure that the supply interruptions are minimized and provide supply at the declared voltage levels, the Company shall not be liable for any claim for direct or consequential losses or damages or compensation whatsoever arising out of failure or interruption of the supply beyond the control of the Company.
- 19.4. The Company may temporarily interrupt supply to the Customers to enable work to be carried out on his supply system. Due notice of such interruption shall be given to the Customers concerned except in case of interruption for causes beyond the Company's control.

20. Access to the Customer Premises and Equipment

- 20.1. The Company shall be entitled to enter the premises of a Customer to carry out the following:
 - 20.1.1. Check unauthorized addition and alteration of load.
 - 20.1.2. Theft and misappropriation of electricity
 - 20.1.3. For carrying out general inspection
 - 20.1.4. Meter reading, bill delivery, meter testing, meter replacement and meter repair, etc.
- 20.2. If access is denied by the Customer, the Company shall, without prejudice to other modes of action available under the law of the land, disconnect the supply of electricity to the premises.

21. Meter and Metering Equipment

- 21.1. A working meter of appropriate rating shall be provided, installed, sealed and maintained by the Company at each point of supply on the premises of the Customer and shall remain the property of the Company.
- 21.2. The meter shall be fixed immediately at the termination of the Company's service cable and before the Customers' installations such as main switch gear, distribution box, etc.
- 21.3. The Company reserves the right to fix the position of the meter. For multi-storied buildings where many meters need to be installed, all meters shall be fixed at one



- place in the basement or ground floor at an easily accessible location. The meters shall not be located at places which are not easily accessible or where light ventilation is poor. The Customer shall incorporate this requirement in their civil drawings in case of new houses and shall be considered as a criterion for consideration of new connection.
- 21.4. The Customer shall be responsible for the safety of the meter or metering equipment in his premises from theft, damage or interference.
- 21.5. The seals, nameplates, distinguishing numbers or marks affixed on the meter and the associated equipment shall not be interfered with, broken, removed or erased by the Customer. The meter and metering equipment shall in no case be handled or removed by any one except by the Company.
- 21.6. The Customer may, if he so decides, install his own meter as check meter. However, the billing shall be based on the Company's meter readings. In the event of any billing complaints, whereby the Company, after testing of its meter, finds the same to be faulty or inaccurate, the Company may adopt the check meter readings for assessed consumption for the period under question.
- 21.7. The Customer shall use all reasonable means to ensure that the meter seals are not broken other than by an authorized representative of the Company.
- 21.8. Should the Customer require the meter to be removed or its position changed, he shall give notice to this effect in writing to the Company. The Company may comply with such notice subject to the Customer paying the requisite charges in advance.
- 21.9. Should the Customer dispute the accuracy of the meter, he may, upon giving notice and paying the prescribed fee, have the same tested by the Company within a period of 7 days from the date of deposit of such fee.
- 21.10. Due notice to the Customer shall be served by the Company to be present during the test. The Company shall have the option to carry out and conclude the test in absence of the Customer after expiry of the notice period unless such testing was rescheduled by the Company without the consent of the Customer.
- 21.11. If the meter is found to be incorrect after testing, fees paid by the Customer shall be refunded or returned by way of adjustment in his next electricity bill.
- 21.12. In the event the meter being tested by the Company is found to be beyond the limits of accuracy, the Customer's account shall be adjusted in accordance with the test result with respect to the meter readings of the 3 months prior to the month in which the dispute has arisen. Due regard shall be given paid to the conditions of the occupancy during the month under dispute and during the previous 3 months.
- 21.13. The repair or adjustment of a meter found to be defective shall be done so as to bring the percentage of the error within the prescribed limit of accuracy. In case adjustment



or repair is not possible, the defective meter shall be replaced by another tested meter. During the period of the meter testing, the Company shall provide a temporary meter for recording the consumption, and in the event the same could not be provided, the billing shall be based on assessed consumption.

- 21.14. If a Customer doubts or comes to know that his meter has become defective or has stopped working, he shall immediately report such a finding to the Company. The Company shall upon receiving such a report immediately replace the meter. The supply may be disconnected for the purpose of installing the replacement but the Company shall not levy disconnection and reconnection charges.
- 21.15. In the event a defective or a stopped meter has been detected or reported, the consumption for the period in which the meter has been defective or stopped shall be assessed according to the average consumption for the previous 3 consecutive months before the defect was notified by the Customer or detected by the Company.
- 21.16. Cases where the readings for average consumption cannot be obtained, the assessed billing shall be done using other reasonable means like estimated load factor for the connected load and / or consumption pattern of the Customer or other similar Customers, etc.
- 21.17. In the event of any difference or dispute on the accuracy of any meter or the assessment made as above, the Customer can refer the matter to the Bhutan Electricity Authority.
- 21.18. For the Customers using CT operated meters, the CTs shall be provided by the Company.
- 21.19. If the readings of meter working in conjunction with CTs are found to be incorrect on account of wrong connection or disconnection of such devices by the Company or on account of improper multiplying factor, erroneous adoption of CT ratios, the billing in such cases shall be done on the basis of: (i) correct multiplication factors or (ii) the average readings of 3 consecutive billing periods after the meter has been rectified or replaced. The payment already made by the Customer for earlier billing periods shall be adjusted for which the Company shall decide the date from which such revision would be effected.
- 21.20. If a meter or metering equipment has been found to have been tampered, the Company shall immediately disconnect the supply.
- 21.21. For burnt/damaged-meter cases, if it is established that the meter got burnt/damaged but not due to tampering or deliberate damage or excess drawing of electricity by the Customer, the damaged meter shall be replaced with a working meter without any charge. However, if the meter got damaged or burnt due to causes attributable to the Customer, such as meter tampering, defect in the Customer's installation, meter getting wet due to falling of water, connection of unauthorized load by the Customer, etc., the full cost of the meter shall be recovered from the Customer.

22. Billing and Meter Reading

- 22.1. The basis of all charges is the billing period, defined as the time period between two consecutive regular monthly meter readings or estimates of such monthly meter readings.
- 22.2. The bills shall be deemed rendered and other notices duly given when delivered to the Customer or the Customer's premises or 3 days following the date of mailing to the mailing address provided by the Customer, or at the last known address of the Customer.
- 22.3. The bills shall be presented every billing period to the Customers and the Customers are required to pay the bills within the due date indicated on the bill. The bills shall be delivered either personally by the Company's employee or by post or by its bill delivery contractor. If a bill cannot be handed over to the Customer personally, it shall be left at the address of the Customer.
- 22.4. If a Customer still does not receive the bill, it shall be his duty to inform the Company of the same. On such a complaint the Customer shall be supplied with a duplicate of the bill. However, the Customer, unless established genuinely of his not receiving the bill, shall be liable to late payment penalty reckoned from the date of the original bill.
- 22.5. For cases where the Customer's meter cannot be read due to the premises being inaccessible, the billing shall be done based on the average consumption of the past 3 consecutive months. The Customer account shall be adjusted once the actual readings are taken. However, the adjustment shall be only on the units consumed and not on the monthly Fixed Charge billed over the period the premises was inaccessible.
- 22.6. If the Company apprehends that the Customer is deliberately avoiding the inspection of meter and meter reading, he may be given 7 days notice to be present in the premises on the date and time mentioned in the notice. If the Customer defaults, the Company shall disconnect the supply after giving 24 hours notice to the Customer.
- 22.7. The Company may adopt a suitable system of meter reading and bill delivery for some customers based on the viability of rendering such services to those customer groups.

23. Monthly Fixed Charge

- 23.1. While the billing shall be based on the applicable tariff rates and the actual / estimated energy consumption, monthly Fixed Charges shall be levied by the Company and shall be irrespective of consumption pattern of the Customer.

24. Payment of Bill

- 24.1. Bills shall be paid by the Customer within the due date indicated on the bill failing which the Customer shall be liable to pay the late payment charges as prescribed by the Company.



- 24.2. Any complaints with regard to the accuracy of the bills shall be settled by the Company across the table. In the event the same could not be done, the complaints shall be made in writing to the concerned ESD office within 30 days of the receipt of such bills. The amount of such bills shall be paid under protest within the due date. The excess or short payment established shall be adjusted in the subsequent bills on settlement of the dispute.
- 24.3. The billed amount shall be paid by the Customer either in cash, bank draft or bank cheque, or any other forms of payment specifically allowed by the Company.
- 24.4. The means of payment shall be only through those approved by the Company.
- 24.5. In the event a Customer's cheque is dishonored by a bank, the receipt of such cheque shall not be considered valid payment and a penalty shall be imposed as per the Company's Schedule of Tariffs and Miscellaneous Charges. The penalty shall be debited to the Customer's account, in addition to the late payment charges which may become due. Any delay in noticing of such default either by the bank or by the Company will not exonerate the Customer from payment of late payment charges.

25. Discontinuance of Service

- 25.1. Before discontinuance of service to any Customer, the Company shall give a notice (in the form appended as Appendix 6) of at least 24 hours, unless such disconnection is warranted by imminent danger to the Customers' premises or the infrastructure of the Company or other Customers or unless specifically indicated herein.
- 25.2. The Company may discontinue supply and/or remove its installations and equipment from the Customer's premises if the Customer has provided the Company with materially incorrect information or fails to comply with the provisions of the Company's Terms and Conditions of Supply or other agreement entered into with the Company.
- 25.3. The Company reserves the right to disconnect the supply to a premises at any time without notice, if to its knowledge or in its judgment the Customer's installation is unsafe or defective or will become unsafe imminently. The supply may not be resumed until the unsafe condition or the defect is removed or corrected and approved by the Company. In such cases, the Customer shall be liable to pay disconnection and reconnection charges.
- 25.4. The Company shall make reasonable effort to notify each of the Customers prior to such discontinuance of supply and shall provide written information to the Customer of the reasons for the discontinuance and actions required for resumption of service in the prescribed format (Appendix 6).
- 25.5. Any Customer who, after having duly been notified, refuses to permit or fails to give an authorized representative of the Company reasonable facilities to enter his premises for the purpose of testing or inspecting the installation, shall be liable to have the supply disconnected after the expiry of 24 hours notice given to him.



- 25.6. If a Customer has not made the payment for 2 consecutive bills the supply to his premises shall be disconnected.
- 25.7. If a Customer's meter could not be read continually for 3 successive months or billing cycles due to the premises being inaccessible, the Customer shall be liable for disconnection.
- 25.8. If a Customer, having been granted Installment Payment option (for both security and electricity bill amount), defaults on any installment payment, the Customer shall be liable for disconnection.
- 25.9. If a Customer is found indulging in any malpractice, the supply to his premises shall be disconnected as per the prima facie evidences obtained without prejudice to other actions applicable as per the law of the land. However, notice as to the grounds on which his supply has been disconnected shall be given (Appendix 5).
- 25.10. Disconnection effected in the above manner shall not limit the Company's right to recover all charges including the disconnection charges from the Customer.

26. Disconnection at the Customer's or City Corporation's Request

- 26.1. If a Customer wants his service connection to be disconnected, he shall notify the Company in writing 7 days in advance. The Company shall subsequently present to him the Final Bill which shall include all liabilities to the Company including the disconnection charges. The disconnection shall be effected only after payment of the dues and disconnection charge.
- 26.2. Request from the City Corporation or any other agency for disconnecting a Customer shall be considered, firstly, after the City Corporation or the concerned agency has taken its own course of action against the Customer. Secondly, the City Corporation or the concerned agency shall agree to make payment of any electricity dues and disconnection charges of the Customer in case he is not willing to do so. Thirdly, the City Corporation or the concerned agency shall provide an explicit legal disclaimer absolving the Company against such disconnection.

27. Reconnection of Service

- 27.1. A Customer disconnected as per clause 25 shall be reconnected only after the Customer deposits the dues, applicable charges or the penalties and reconnection charge as presented to him by the Company.
- 27.2. A Customer disconnected as per 26.2, can be reconnected only after production of No Objection Certificate (NOC) from the City Corporation or the concerned agency and payment of reconnection charges.
- 27.3. A disconnected Customer shall not be entitled to get reconnection unless all the reasons for which the disconnection has been effected have been mitigated to the full

satisfaction of the Company and the reconnection charges paid.

- 27.4. A Customer disconnected for a period more than 6 months shall be reconnected as a fresh Applicant fulfilling all the terms and conditions.

28. Load Shedding

- 28.1. The Company may resort to temporary load shedding due to operational contingency like overloading of lines and/or transformers or any other factors which necessitates such an action. The Customer shall be given due notice to this effect if or wherever possible, and the Customer shall extend full cooperation.

29. Vacation of Premises and Transfer of Ownership of Premises

- 29.1. Customers about to vacate their premises shall give to the Company 7 days notice in writing in the prescribed format (Appendix 9). The Customer shall arrange for facilities to enable the Company to disconnect supply to the premises and prepare and present the Final Bill.
- 29.2. If the Customer fails to give the notice of vacation, he shall be held responsible for all electricity consumed at his premises in his absence. The resulting outstanding amounts shall be transferred to the Customer's account in ESDs located in other Dzongkhags.
- 29.3. If, however, the ownership of the premises is transferred, the new occupant shall ensure that the dues pertaining to earlier owner is cleared failing which the supply to the premises shall not be provided until the dues are cleared. In the event, the new owner fails to have the old dues of the earlier owner cleared and have started availing the Company services without the Company's knowledge, he shall be liable to make the payment for the dues. The change of ownership of premises shall be applied in the prescribed format (Appendix 7).
- 29.4. In the event, the Customer is a tenant of a premises, then it shall be the responsibility of the owner of the tenant to give 7 days notice in writing (in the format appended as Appendix 8) informing the Company about the tenant's vacation of the premises. The Company shall accordingly disconnect the supply and prepare and present the Final Bill to the vacating tenant. If the premises owner fails to provide such a notification, he shall be liable to make payment for the dues resulting from a tenant who has left without the Company's notice.
- 29.5. For any change in the Customer's address, the request shall be made in the prescribed format (Appendix 10).

30. Offences

- 30.1. The following actions shall be treated as offences and liable for action by the Company as per the law of the land. Besides the legal actions, offenders are also liable to penalties as prescribed by the Company:



- 30.1.1. Unauthorized tapping of electricity
- 30.1.2. Contravention of any provisions of the Terms and Conditions of Supply of Electricity prescribed by the Company or any other law governing the supply and use of electricity.
- 30.1.3. Unauthorized connection of services which was disconnected by the Company.
- 30.1.4. Addition, alteration or extension of electrical installation in the Customer's premises without permission of the Company.
- 30.1.5. Extension of service supply to any premises other than the one for which supply was contracted for.
- 30.1.6. Noncompliance of orders imposing restriction on use of energy for rational and equitable distribution.
- 30.1.7. Use of electricity for which supply is not contracted for.
- 30.1.8. Resale of electrical energy.
- 30.1.9. Exceeding the contracted demand without specific permission of the Company. Such cases, without prejudice to other actions, are liable for penalties as prescribed by the Company.
- 30.1.10. Tampering or breaking of seals of the meter and metering equipment or any other installation sealed by the Company.
- 30.1.11. Tampering of meters or any other apparatus installed by the Company at the Customer's premises.
- 30.1.12. Any act which prevents the correct registration by the meter.
- 30.1.13. Bypassing of meters by any means.
- 30.1.14. Undertaking any work or engaging in any activity in the vicinity of the Company's electrical installation or part of the installation in the Customer's premises in a manner likely to interfere with any electrical installation or to cause danger to any person or property.
- 30.1.15. Obstruction to lawful entry of the authorized employee of the Company into the Customer's premises.
- 30.1.16. Any other activities, which result or likely to result in damage, affect safety of installation or otherwise affect the Company's infrastructure in the Customer's premises.



31. Theft of Electricity

- 31.1. Personnel duly authorized by the Company are entitled to visit the Customer premises at any time and on informing the occupier of their intention to conduct checks on electricity theft. However, no prior notice for such visits by the Company's representatives shall be issued.
- 31.2. If theft of electricity is detected at the Customer's premises, his service connection shall be disconnected as per the prima facie evidences without prejudice to the Company's other rights. A disconnection notice (Appendix 5) shall be provided to the Customer stating the grounds on which his supply has been disconnected.
- 31.3. The Customer shall be presented with an Assessed Bill (Appendix 13). Such Assessed Bill shall be prepared at twice the normal rates of tariff applicable to such installation. The quantum of energy to be billed for shall be assessed for a minimum period of 3 months. In case of admission by the Customer of actual usage over 3 months, the assessment shall be based on the actual duration. Such assessed value minus amount already paid by the Customer during the period shall be billed and shall be deemed to be arrear electrical charges.
- 31.4. The Assessed bill shall also include the penalties for the offence, disconnection and reconnection charges.
- 31.5. Upon receipt of such a bill, the Customer shall deposit the amount with the Company. The Customer shall be reconnected only upon the receipt of such a payment.
- 31.6. The Customer shall be penalized as per the above procedure for the second and third instance. However, if a Customer repeats the offence thereafter, the case shall be forwarded to a court of law, besides having to pay for the Assessed Bill and the penal charges.

32. Liability of the Company

- 32.1. Whenever the Company reasonably believes the integrity of the Company's system or the supply of electricity to be threatened by conditions on its system or upon the system with which it is directly or indirectly interconnected, the Company may, in the exercise of reasonable judgment, curtail or interrupt services. Such action shall not be construed to constitute a default nor shall the Company be liable therefore in any respect. The Company will use reasonable efforts under the circumstances to overcome the cause of such curtailment, interruption, or reduction and to resume full performance.
- 32.2. The Company may, in the exercise of reasonable judgment curtail or interrupt service for the purposes of planned maintenance, installation or replacement. Such action shall not be construed to constitute a default nor shall the Company be liable therefor in any respect. The Company shall notify the Customers affected by the planned curtailment, interruption at least 48 hours before its planned occurrence.



- 32.3. The Company shall be excused from performance of its service and shall not be liable to damages or otherwise if and to the extent that it shall be unable to do so or prevented from doing so by:
- 32.3.1. Statute or regulation or by action of any court or public authority having jurisdiction in the premises, or
 - 32.3.2. Loss, diminution or impairment of electrical service from its generating plants or suppliers or the systems of others with which it is interconnected, or
 - 32.3.3. By break or fault in its transmission or distribution system, failure or improper operation of transformer, switches, or other equipment necessary for distribution, or
 - 32.3.4. By reason of storm, flood, fire, earthquake, explosion, civil disturbance, or any other natural causes.
- 32.4. The Company shall use reasonable efforts under the above circumstances to overcome such cause and to resume full service.
- 32.5. The Company does not give any warranty as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the Customer's premises. The Company shall not be liable for damages resulting in any way from supplying or use of electricity or from the presence or operation of the Company's service, conductors, or other equipment on the Customer premises.
- 32.6. The Customer assumes full responsibility for the proper use of electricity supplied by the Company and for the condition and safety of any and all wires, cable, devices or equipment energized by electricity on the Customer's premises.
- 32.7. The Customer shall indemnify and save harmless the Company from and against any and all claims, expenses, legal fees, losses, suits, or judgments for injuries to or deaths of persons or damage of any kind whether to property or otherwise, arising directly or indirectly by reasons of:
- 32.7.1. The routine presence in or use of electricity over the wires, cables, or equipment owned or controlled by the Customer, or
 - 32.7.2. The failure of the Customer to perform any of his duties and obligations as set forth in the Company's Terms and Conditions of Supply of Electricity where such failure creates safety hazards, or
 - 32.7.3. The Customer's improper use of electricity or wires, cables, devices, or other equipment.
- 32.8. The Company shall not in any event except that of its own gross negligence or willful acts, be liable to any party for any direct, consequential, indirect or special damages.



33. Rights of the Company

- 33.1. The decisions of the Company shall be final with regard to the interpretation of the terms and conditions contained in this Terms and Conditions of Supply of Electricity.
- 33.2. The Company reserves the right to make amendments, delete or make addition to any of the above terms and conditions at any time with the approval of the Bhutan Electricity Authority.

PART 2 - SPECIAL CONDITIONS

1. Feasibility and Viability Condition

- 1.1. Every application for new connection shall be verified for viability and feasibility. The Company shall provide supply only if it is viable and feasible.
- 1.2. No Customer shall be provided connection beyond the limit of 70 meters given in subclause 8.4 through service line (service cable). Any extension shall be only through LV line extension where possible. No customer shall be provided supply through such LV line extension unless the customer pays for the additional cost of line extension and the transformer as determined by the Company. All supply extensions are subject to the technical adequacy of the upstream infrastructure capacities.
- 1.3. Where no LV infrastructure exists, the customers shall bear the cost for the infrastructure required for the service line extension.
- 1.4. Where the supply cannot be given due to subclause 1.2 and 1.3 above, the Applicant shall be informed of the plans of the Company as to till when the Applicant is required to wait to match the planned expansion of the Company. In case there are no plans by the Company for such expansion, the same shall be conveyed to the Applicant. The additional charges to the Applicant for line extension shall be applicable only if (a) these are not in immediate plans and the Applicant is not prepared to wait, or (b) there are no planned expansions by the Company.
- 1.5. All LV line, service line extensions or any other infrastructure till the metering point, even if paid for by the Applicant, shall be the property of the Company who will maintain and replace in case of damage or unserviceability.
- 1.6. The Company shall have the right to tap / modify / reroute the lines and transformer, either to feed other Customers or as a process on its own for any other reason provided such action is not detrimental to the supply of the Customers already connected to the infrastructure.
- 1.7. The additional cost of supply extension shall be calculated by the Company by the method given in Appendix 4.
- 1.8. Where the Company executes the work on the behalf of the Customers, an agreement shall be made in the prescribed format (Appendix 12) between the Customer and the Company.

2. LV Bulk Customer

- 2.1. Although, Customers with contract demand given in Table 3 (against LV Bulk) qualify as LV Bulk generally, the following conditions apply for a Customer to be categorized as LV Bulk:



- 2.1.1. Customers wishing to get categorized as LV Bulk shall have to provide their own transformer at their own cost. The transformer, however, shall be taken over by the Company, who will maintain and replace in case of damage or unserviceability.
- 2.1.2. The Customer shall be metered at the LV side.
- 2.1.3. Large commercial entities like hotels and shopping complexes with loads more than 100 kW shall be categorized as LV Bulk. Otherwise, they shall be put under the LV Commercial category.
- 2.1.4. Irrespective of the loads, all institutions, armed force complexes (like RBA, RBP, and RBG), government offices, and monasteries shall be categorized as LV Bulk.
- 2.1.5. All industries having contract demands less than 300 kW shall be categorized as LV Bulk.
- 2.1.6. If any of the LV Bulk customers having smaller consumption units within their premises (like the family quarters) request that these units need to be billed separately, each of these units shall be categorized as LV-Domestic. For such a case the Company shall decide on the billing and the metering mechanism.

3. Installment Payment of Security Deposits

Installment Payment of Security Deposits shall be allowed for Customers having genuine payment difficulties. The installment payment shall be allowed as per the following:

- 3.1. The staggered payment option is applicable only to Customers under the RGOB's Rural Electrification (RE) programme. This option is not to be treated as an alternative to make payment for security deposit and shall be considered only as a last resort in case the Customers are faced with genuine payment problems.
- 3.2. This option, however, shall not be construed as a rule and is not to be applied to all the Customers.
- 3.3. There shall be a written request from the intending Customer clearly stating the reasons for his inability to pay the amount in one go.
- 3.4. When an ESD receives such a written request from a Customer, the statement shall be physically verified in conjunction with the concerned Gup, Dungkhang or Dzongkhag Administration. After the verification, if it is found that the Applicant has genuine grounds for not being able to make the payment, he may be considered for the installment payment option.



- 3.5. Based on the verification report and provided the Customer agrees to abide by the payment conditions laid by the Company, the Customer shall be allowed such a payment option. For this purpose, an intending Customer shall enter into an agreement with the Company in the prescribed format (Appendix 2).
- 3.6. The duration allowed for such payment shall be limited to maximum of 6 months. The actual monthly amount payable shall be worked out by adding an interest rate of 4% on the total amount and then breaking up the resulting amount into 6 installments.
- 3.7. The amount payable shall be included in the Customer's monthly electricity bill and the Customer shall pay accordingly and clear the payment in 6 months. The Customer shall clear such payment on a monthly basis and no outstanding shall be allowed. In case of any default in the installment payment by the Customer, the Customer shall be liable for disconnection, even if the Customer is otherwise regular in clearing of the energy bills.

4. Installment Payment of Electricity Bill

For cases where a Customer requests for installment payment of the electricity bill amounts, the Company, may at its discretion, allow installment payment on the following basis:

- 4.1. In general, the staggered payment option shall only be the last resort in case the Customer is faced with genuine problems in paying his bill in one go.
- 4.2. There shall be a written request from the Customer clearly stating the reasons for his inability to pay the amount in one go.
- 4.3. The billed amount shall be above Nu. 2,000. However, in special cases, the ESD may use its discretion to extend the facility to amounts lower than this amount.
- 4.4. The installment payment shall be made over a period not exceeding 6 months.
- 4.5. Late payment surcharge shall be levied on the original amount. Any default or delay in the payment of the installment shall make the Customer liable for disconnection.
- 4.6. The Customer shall sign an agreement to abide by the installment payment conditions in the prescribed form (Appendix 3).



Definitions of Terms and Abbreviations

Definitions

Apparatus shall mean the electrical equipment and includes all machines, fittings, accessories and appliances, which use electricity for functioning.

Applicant shall mean any person or entity that has applied to the Company for supply of electricity, change in demand, change in the Customer category and / or any other service.

Average Electricity Factor means the electricity factor measured based on the average over a period and to be calculated as a ratio of the registration during the same period of kilowatt hour and kilovolt-ampere hour.

Billing Period shall mean the period for which the bill is raised.

Capacity Reserve Charge refers to a charge to the Customer who intends to reserve in advance certain electricity capacity for their use in the future.

Conductor means any wire, cable, bar used for conducting electrical energy and so arranged as to be electrically connected to a system.

Connected Load shall mean aggregate of manufacturer's rating of all apparatus including portable apparatus connected in the Customer's premises and apparatus in respect of which declaration has been made by the Customer in the application form for taking supply. This shall be expressed in kW or kVA. If the ratings are in kVA, the same may be converted to kW by multiplying the kVA with a power factor of 0.9. If the same or any apparatus is rated by the manufacturer in HP, the HP rating shall be converted into kW by multiplying it by 0.746.

Company shall mean the Bhutan Power Corporation Limited.

Customer shall mean any person or any entity supplied with electrical energy by the Company either as owner or occupier and whose premises are for the time being connected to the Company's system and also includes a person or an entity whose supply has been disconnected for the time being.

Customer Installation shall mean any composite electrical unit including electric wires, fittings, motors, transformers and apparatus portable and stationary, indoor, outdoor and underground erected and wired by or on behalf of the Customer in his premises.

Earthing shall mean connection of the electrical appliances with the general mass of earth as to ensure at all times an immediate discharge of electrical energy without danger.

Energy charge refers to a charge on the Customer for his actual consumption of electricity in terms of the kilowatt-hours registered.

Final Bill refers to the bill that contains the final accounts that a Customer needs to clear at the time of surrendering his service to BPC.

Licensed contractor means a contractor having a valid license to undertake electrical contracting works.

Load factor is 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 maximum demand been maintained throughout the same period and is usually expressed as a percentage.

Low Voltage Customer means a Customer who obtains supply from the licensee at Low Voltage

Meter means an instrument used for measuring electrical quantities like energy in kWh or KVAh, maximum demand in kW, reactive energy in kVARhs.

Metering Equipment are those equipment like the Current Transformers (CT) and the Potential Transformers (PT) which are used in conjunction with the meters to reduce the current / voltage levels to a value suitable for metering purposes.

Power Factor means the ratio of kilowatt to kilovolt-ampere;

Premises shall mean land or building or part thereof in respect of which separate meter or metering arrangements have been made by the Company for supply of electricity.

Voltage means the difference of electric potential measured in volts between any two conductors or between any part of either conductor and the earth as measured by a suitable voltmeter;

Point of Metering shall mean the location, where the Company intends to install / installed its meter and shall be also the point of supply for a Customer.

Service line means the dedicated line to a particular Customer extended from the Company's common infrastructure like the LV lines, LV poles or the mini-pillars.



Abbreviations

AC	Alternating current
BEA	Bhutan Electricity Authority
CT	Current transformer
ESD	Electricity Services Division
HP	Horse Power
IEC	International Electrotechnical Commission
kW	Kilowatt
kV	Kilovolt
kVA	Kilovoltampere
LV	Low voltage
PT	Potential transformer



APPENDIX 1

Bhutan Power Corporation Limited Distribution and Customer Services Department

APPLICATION CUM AGREEMENT FORM FOR NEW CONNECTION

(Low Voltage and Low Voltage Bulk Customers- 230 V and 415 V)

The Manager,
Electricity Services Division,
Distribution & Customer Services Department,
Bhutan Power Corporation Limited,

Sir,

I/We hereby agree to take from the Bhutan Power Corporation Limited, at the premises stated below, electrical energy not exceeding the applied demand and I/We hereby agree to pay for the said supply and also to pay for all such other charges as may become due by me/us from time to time as per the rules laid down in the Company's Terms and Conditions of Supply of Electricity and the Schedule of Tariffs and Miscellaneous Charges.

I/We further agree that I/We will, if and when required by the Company, make with the respective ESD office a deposit calculated as per the prescribed Terms and Conditions of Supply and the Schedule of Tariffs and Miscellaneous Charge of the Company. I/We also hereby declare that the Company's Terms and Conditions of Supply of Electricity including the Schedule of Tariffs and Miscellaneous Charges have been read by me/us and I/We agree to be bound by all the terms and conditions laid in there.

Name of the Applicant in full : _____
(in block letters)

Citizenship Identity card number : _____

Present address of Applicant : _____

Telephone number : _____

Description of premises for which electric supply is sought:

1. House No. : Thram/Plot No. :

3. Locality:

4. Electricity required: Kilowatts



5. Type of supply: Single phase Three phase
5. Type of connection:
- Domestic Urban
 - Domestic Rural
 - Commercial
 - Industrial
 - Institution
 - Agriculture
 - Street Lighting
 - Temporary
 - LV Bulk

I/We assure that all the information filled in above by me/us are true and that we are liable for any action by the Company as per subclauses 4.2 and 25.2 if any of the information filled in are incorrect. I/We, also, hereby undertake to abide by the Terms and Conditions of Supply of Electricity of the Company.

Date : _____

Affix legal Stamp

(Signature of the customer)

This application/agreement should be enclosed with a certificate from the City Corporation/Dzongkhag Administration/Gup’s office regarding the ownership of the premises. If the Applicant is a tenant, this should be accompanied by a letter of consent from the house-owner.

TO BE FILLED IN BY THE BHUTAN POWER CORPORATION LIMITED

The above information furnished by the Applicant has been verified and found to be in order. Internal electrification of the Applicant’s premises was also inspected and found to be

Satisfactory Unsatisfactory for release of electricity supply

Name/Location of transformer from which supply is to be provided: _____

Rating of transformer: kVA

Based on the information provided by the intending customer and the subsequent inspection carried out, service connection to the customer can be cannot be provided.

Release of kW of phase electricity at the LV level is hereby sanctioned.



Consumer number: Meter number:

Meter type and capacity: Meter Multiplication factor:

CT ratio of meter (if CT operated):

(Signature of Manager/In-charge with official seal)



APPENIDX 2

Bhutan Power Corporation Limited Distribution and Customer Services Department

AGREEMENT FOR STAGGERED PAYMENT OF SECURITY DEPOSIT

(Only for Customers under the Rural Electrification Program)

Date: _____

Customer number: _____

Name of Customer: _____

Address: _____

Telephone number: _____ (office) _____ (Residence)

The security deposit amount owed by me to the Bhutan Power Corporation Limited (BPC) as of _____ is Nu _____. Since I am unable to clear the entire amount at this stage, I have requested the BPC to kindly consider allowing me to pay the amount over the next _____ months (period as per the Terms and Conditions of Supply). Since the BPC has considered my request, I hereby agree to clear this amount as follows:

Sl #	Amount (Nu.)	Date to be paid by	Remarks

In the event of my failure to fulfill the above undertaking, the BPC is fully authorized to disconnect the service line to my premises as per the existing norms and the service will be restored only after making the full payment along with the re-connection charges.

I also hereby undertake to abide by Clause 3 of the Special Conditions of the BPC’s Terms and Conditions of Supply of Electricity.

(Signature of customer)

(Signature of Manager with official seal)



APPENDIX 3

Bhutan Power Corporation Limited Distribution and Customer Services Department

AGREEMENT FOR STAGGERED PAYMENT OF ELECTRICITY BILL

Date: _____

Customer number: _____

Name of Customer: _____

Address: _____

Telephone number: _____ (office) _____ (Residence)

E-mail: _____ Fax number: _____

The electricity outstanding amount owed by me to the Bhutan Power Corporation Limited (BPC) as of _____ is Nu _____. Since I am unable to clear the entire amount at this stage, I have requested the Bhutan Electricity Corporation to kindly consider allowing me to pay the amount (and any future bills) over the next _____ months. Since the Bhutan Electricity Corporation has considered my request, I hereby agree to clear this amount as follows:

SI #	Amount (Nu.)	Date to be paid by	Remarks

In the event of my failure to fulfill the above undertaking, the BPC is fully authorized to disconnect the service line to my premises as per the existing norms and the service will be restored only after making the full payment along with the re-connection charges.

I also hereby undertake to abide by Clause 4 of the Special Conditions of the BPC's Terms and Conditions of Supply of Electricity.

Affix
legal
Stamp

(Signature of customer)

(Signature of Manager with official seal)

APPENDIX 4

Method for Calculating Additional Cost for Supply Extension

The additional cost to be collected from Applicants, when extension of supply is considered financially non-viable to BPC, shall be based on the following formula, which is based on the cost (C) and the present value of the expected annual returns (X) over the expected life.

$$R = C - X \cdot \frac{\{(1+r)^n - 1\}}{\{r \cdot (1+r)^n\}}$$

where R = Additional Service Connection Cost to be paid by the Applicant

C = Total Estimated Cost of extension of Supply

r = Required rate of return (typically at least 15%)

n = Life of Extension (typically 25 years) or Period for which the Applicant requires the supply, whichever is less (in years).

$$X = D \cdot \{[8760 \cdot (T1-E) \cdot LF] + T2 \cdot 12\} - m \cdot C$$

T1 = Average Tariff for Energy in Nu / kWh

T2 = Demand Charges in Nu / kW / month

E = Energy Cost to BPC in Nu. / kWh (Nu. 0.30 / kWh)

D = Demand in kW, for which the supply has been requested

LF = Load Factor (Typically 0.9 for HV customers, 0.8 for MV customers; 0.4 for domestic / commercial customers in urban areas; 0.25 for Rural Customers)

m = Maintenance Cost as proportion of capital cost (typically 2.5%)

If $R \leq 0$, supply can be extended to the customer without additional charges.



APPENDIX 5

Bhutan Power Corporation Limited Distribution and Customer Services Department

NOTICE TO BE PRESENTED TO THE CUSTOMER IMMEDIATELY ON DISCONNECTION OF SERVICE CONNECTION FOR ELECTRICITY THEFT CASES

Notice No. BPC/DCSD/year/serial number

Date.....

Dear Sir/Madam,

As per clause 25 of the Company’s Terms and Conditions of Supply of Electricity this notice is given to inform you that your service connection has been disconnected on _____ at _____ hours because of following reasons:

1.....

2.....

Evidences revealed that you were directly or indirectly involved in the act of malpractice.

You are therefore requested to visit our local ESD office to pay the Assessed Bill and other charges failing which your supply will remain disconnected and the amount shall be treated as arrear dues against you.

This however does not debar any other suitable action by the Company as per the Law of the Land.

Kindly acknowledge receipt of this notification.

Yours faithfully,

Manager
ESD _____



ACKNOWLEDGEMENT

I/We, Mr./Mrs. _____ Consumer No. _____ and meter No. _____ hereby acknowledge receipt of Notice No. _____ dated. _____

Place: _____

Date: _____

Signature of Customer

Address

Note:

1. If a Customer refuses to accept the notice and does not acknowledge the receipt, the authorized representative of the Company shall keep the notice on the Meter Box in presence of a witness immediately on disconnection of the supply.



APPENDIX 6

Bhutan Power Corporation Limited Distribution and Customer Services Department

DISCONNECTION NOTICE TO BE SERVED BEFORE 24 HOURS OF DISCONNECTION OF A CUSTOMER FOR CASES OTHER THAN ELECTRICITY THEFT

Notice No. BPC/DCSD/year/serial number

Date.....

Mr./Mrs./Miss _____

Consumer No: _____

Address: _____

Dear Sir/Madam,

As per clause 25 of the Company’s Terms and Condition of Supply of Electricity this notice is given to you for disconnection of our service at the expiry of 24 hours. This notice has been served since we have observed the following:

1. _____
2. _____

Action required from you:

1. _____
2. _____

You are therefore requested to rectify or mitigate the above failing which the supply to your premises shall be disconnected after the expiry of 24 hours from the receipt of this notice by you. The supply shall remain disconnected until the problem is addressed by you. This, however, does not debar any other suitable action by the Company as per the Law of the Land.

The Company shall not be responsible for any loss or inconvenience occasioned to you on account of discontinuance of supply.

Kindly acknowledge receipt.

Yours faithfully,

Manager
ESD _____



ACKNOWLEDGEMENT

I/We, Mr./Mrs. _____ Consumer No. _____ and meter No. _____ hereby acknowledge receipt of Notice No. _____ dated. _____

Place: _____

Date: _____

Signature of Customer

Address

Note:

1. If a Customer refuses to accept the notice and does not acknowledge the receipt, the authorized representative of the Company shall keep the notice on the Meter Box in presence of a witness immediately on disconnection of supply.



APPENDIX 7

NOTIFICATION OF TRANSFER OF OWNERSHIP OF PREMISES

The Manager
ESD _____

Sub : Transfer of Ownership of Premises

Dear Sir,

I/We the Legal Heir/Legal Heirs successor/successors/assignee/assignees of the Customer _____(name) holding the Consumer No _____do hereby apply that the Company may please transfer the said account no. to my/our name, because the said installation has been transferred on me/us by lawful inheritance/succession/transfer/assignment. I/We and are willing and ready to clear all outstanding dues in respect of this account before the transfer is effected.

There is no other claimant for this transfer for which I/We and are enclosing herewith a No Objection Certificate from heirs (where applicable) as a proof.

A certificate from City Corporation/Dzongkhag Admisnitation in support of my claim is attached herewith.

Yours faithfully,

Applicant's Name and Signature (Affix legal stamp)

For BPC use only

Old Customer Address:

New Customer Address:

Whether all outstandings against the old addresses cleared or not? YES NO



APPENDIX 8

NOTIFICATION OF VACATION OF PLACE OF STAY (BY OWNER OF PREMISES FOR A VACATING TENANT)

The Manager

ESD _____

Sub : Notification of Vacation of Place of Stay

Dear Sir,

I/We would like to inform you that your Customer _____ (name) holding Consumer No _____, who is my tenant will be soon vacating his present place of occupancy. Therefore, you are requested to depute your representative to take the final meter readings and prepare and present the final account to him for settlement.

Yours faithfully,

Owner of the Premises: Name and Signature

For BPC use only

Customer Details:

Final Reading:



APPENDIX 9

NOTIFICATION OF VACATION OF PLACE OF STAY (BY A VACATING TENANT OR THE OWNER OF THE PREMISES)

The Manager
ESD _____

Sub : Notification of Vacation of Place of Stay

Dear Sir,

I/We would like to inform you that I, _____ (name) holding Consumer No _____, will be soon vacating my present place of occupancy. Therefore, you are requested to depute your representative to take the final meter readings and prepare and present the final account for settlement.

Yours faithfully,

Owner of the Premises: Name and Signature

For BPC use only

Customer Details:

Final Reading:



APPENDIX 10

APPLICATION FOR CHANGE OF ADDRESS

The Manager

ESD _____

Sub : Change Address

Dear Sir,

I/We would like to inform you that I, _____ (name) holding Consumer No _____, would like to have my address changed for the purpose of receiving my monthly electricity bill. Therefore, you are requested to make the necessary changes to the address in the current account.

Yours faithfully,

Owner of the Premises: Name and Signature

For BPC use only

Old Address:

New Requested Address:

APPENDIX 11

INSTALLATION TEST REPORT

The Manager
ESD _____

Sir/Madam,

I/We would like to inform you that the new electrical/repaired/altered installation at my premises or occupied by _____ is duly completed and is ready for testing by your Company and connection to the Company's supply system:

1. The balance of load has been arranged as follows:

Load	Phase 1		Phase 2		Phase 3	
	No. of points	Total wattage	No. of Points	Total wattage	No. of Points	Total wattage
Tube Lights						
Incandescent Bulbs						
Electricity Points						
Other loads						

Note:

Full details of apparatus under 'Other loads' shall have to be given separately

2. System of Wiring : _____

3. Test Result:

Sl. No	Customer's Test Result	Company's Test Result	Remarks
Insulation test to Earth.			
RE			
YE			
BE			
Insulation test between conductors			
RY			
YB			
RB			
Polarity Test			
Earth Resistance Value			



2. Signature of licensed contractor with date

Contractor license No_____

A. The date on which the installation is connected to supply:_____

B. Additional remarks if any.

3. Signature of the Engineer or
Supervisor who tested
the installation on behalf of
Company.

Note:

The above form shall be submitted with the Application and Agreement form.

APPENDIX 12

Bhutan Power Corporation Limited Distribution and Customer Services Department

AGREEMENT FOR DEPOSIT WORKS

I/We understand that the Bhutan Power Corporation Limited (BPC) has issued a Technical Sanction for the Deposit work (Name of work) _____ amounting to Nu. _____ vide Technical sanction No. _____ dated _____ for which a technical costing and estimation charge of Nu. _____ has already been deposited by me/us to the BPC.

I/We agree that the cost of the work as indicated in the Technical Sanction is an estimate and that the final financial reconciliation will be done after the completion of the work.

- I/We agree to undertake the work on my/our own and comply with all the construction standards and specifications of the Bhutan Power Corporation. I/We also agree that after the completion of the work, the Bhutan Power Corporation will inspect the work for technical compliance. In the event of a technical non-compliance, the Bhutan Power Corporation will not commission the work until such time the anomaly is rectified.
- I/We agree to allow the Bhutan Power Corporation to undertake the work on my/our behalf for which a Departmental charge of 10% on the total cost of the work will be levied. I/We also agree that the completion of the works will depend upon the timely receipt of materials and that the work may take upto 6-10 months for completion from the date of signing of this agreement.

In either of the above options, the Bhutan Power Corporation shall not be liable for any delays in the execution of the work or any consequential damages thereof.

Name of the client in full (in Block letters) : _____

Present address of the Client: _____

Date: _____



Signature of the client

Signature of the Manager, ESD

APPENDIX 13

ASSESSED BILL

Assessed Consumption				
		Light Point	Electricity Point	
1	Loads per point (kW)			
2	Hours of usage /day (hours)			
3	No. of points			
4	Daily assessed consumption (kWh) (4=1X2X3)			
5	Duration of illegal connection (days)			
6	Total assessed consumption (kWh) (=4X5)			
Calculation of Assessed bill Amount				<i>Amount</i>
1	Assessed bill amount (to be calculated on 6 above)	Upto 80 units @ 2 times normal rate		
		> 80 upto 300 @ 2 times normal rate		
		>300 @ 2 times normal rate		
		Total Amount		
2	Penalty for the offence			
3	Disconnection charge			
4	Reconnection charge			
5	Total Assessed Bill Amount (1+2+3+4)			

Note :

1. For illegal connections less than 3 months, the assessed consumption is to be calculated for 3 months. For illegal connections, admitted to be over 3 months, assessed consumption as per the actual duration.

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