



WATER AND POWER DEVELOPMENT AUTHORITY

ABRIDGED CONDITIONS OF SUPPLY

1. DEFINITIONS-Unless there is anything repugnant in the subject or context, the following terms used in these conditions of supply shall have the meaning assigned to them hereunder and all other terms used in these conditions of supply shall have the same meaning as assigned to them in the Electricity Act.1910 and the Electricity rules 1937.
 - (a) "The Act" means the Electricity Act 1910 (Act IX of 1910) as made applicable to the Authority by Section 12 of the Pakistan Water and Power Development Authority Act.1958 (Act XXXI of 1958);
 - (b) "Applicant" means applicant for supply of electric energy;
 - (c) "Authority", means the Pakistan Water and Power Development Authority constituted by Section 3 of the Pakistan water and Power Development Authority Act. 1958 and in relation to performing the duties and obligations of a license for the purpose of the Act includes other officers of the Authority to whom any of its powers may be delegated by the Authority under Section 20 of the Pakistan Water and Power Development Act.1958;
 - (d) "The rules" means the Electricity Rules 1937;
 - (e) "Supply" means supply of electric energy;
 - (f) "Work" includes electric supply line and any buildings, machinery or apparatus, requested to supply energy and to carry in to effect the objects of the Act as specified in Section 12 of the Pakistan Water and Power Development Authority Act, 1958.
2. APPLICATIONS FOR SUPPLY-All applications for supply of energy shall be made on the Authority's prescribed form, known as " Application and Agreement for supply energy" (Form Cp-03), obtainable from the local sub division / sub-office concerned of the Authority. The applications shall be signed by the owners or occupiers of the premises who desired to take the supply. The applications shall be accepted for registration only if they are duly accompanied by the documents mentioned on the reverse of the said form. Any assistance or information required for filling up the form of application will al so be provided to the applicant for supply by the local sub division / sub office concerned of the Authority free of charge.
3. POINT OF SUPPLY-The Authority shall give supply to the applicant / consumer at one point or more, as the Authority may decide and if required by the Authority, the sub station building on the applicant / consumer's premises for the reception and housing of the Authority's apparatus shall be erected to the approval of the Authority at the expense of the applicant / consumer, and shall be maintained in good and efficient repair by the consumer. The Authority. However, reserves the right to use the sub-station at consumer's premises for supply to other premises in the vicinity; provided always, that supply to the consumer shall not thereby be affected.
4. INSPECTION AND TESTING OF CONSUMER'S INSTALLATION-When the electrical installation work on the premises of an applicant / consumer has been completed, the applicant / consumer or his wiring contractor shall furnish the Authority with full details of the energy consuming apparatus to be connected to the Authority's supply system, on the Authority's prescribed from "WIRING CONTRACTORS COMPLETION AND TEST REPORT" (Form CP-07) obtained free of charge from local sub division / sub office concerned of the Authority, accompanied by a plan of the said installation. The Authority shall not be responsible for the execution of any work on the applicant / consumer's premises; the inspection and testing of the applicant / consumer's installation by the Authority's employees being only for the purpose of protecting the Authority's own system of supply, the Authority's arrangements for supply to other consumers and to meet with the provisions of the Rules.
5. APPROVAL OF CONSUMER'S INSTALATION-Before any electrical wiring or energy consuming apparatus is connected to the Authority's mains, the same shall be subject to inspection and testing by the Authority and no connection shall be made to the Authority's circuit without the previous approval of the Authority. No charge shall be made for the first inspection and test made by the Authority but subsequent inspection and tests due to faults disclosed at the first test shall be charged for in accordance with the rates prescribed in the Authority's Schedule of General Charges in force from time to time.
6. EXTENSIONS IN CONSUMER'S INSTALATION-The consumer's electrical installation besides the wiring, shall include the energy consuming apparatus (i.e. motors, lamps, fans, etc.) as stated in his application and / or connected to the Authority's mains. The Authority must be notified of any extension being made to the existing installation and / or of any change being made in the existing wiring, and a new application must be made to the Authority for supply to the additional installation. In the event of any addition or alteration made to the existing wiring or the energy consuming apparatus with out the previous inspection, test and approval of the Authority, the Authority shall be entitled to disconnect supply to the consumer's premises from the Authority's mains without any previous notice, and in the event of any damage done to the Authority's system resulting from such unauthorized addition or alteration, the consumer shall pay to the Authority all expenses on account of and connected with, such damage.
7. DEFECTS IN CONSUMER INSTALATION-In the event of any defect discovered in the consumer's wiring or apparatus connected to the Authority's mains or of any earth, or leakage occurring on any section of the circuits so connected, the consumer, in the absence of any of the Authority's authorized employees, shall immediately disconnect such part of the wiring or apparatus from the Authority's circuits and notify the Authority; and the Authority shall have the right to disconnect, at any time, the defective section or part of the consumer's wiring or apparatus from its supply system until the defect or fault therein has been removed or remedied to the satisfaction of the Authority.

8. SERVICE CONNECTIONS-Service lines shall be laid by the Authority either directly from the grid station or from any of the Authority's distribution mains, as the Authority may decide and the consumer shall pay on demand, the entire cost of service line, service equipment, transformer and other sub-station equipment in lump sum. Notwithstanding that the cost of a part of the service line may have been paid for by the consumer, the whole of the service line, together with any wires, meters and other apparatus belonging to the Authority and installed on the consumer's premises shall be, remain the property of the Authority who shall also have the right to use it for the supply of energy to any other consumers.
9. METERS, MAXIMUM DEMAND INDICATORS OR OTHER MEASURING APPARATUS-(a) In the absence of an agreement to the contrary, the amount of energy supplied to a consumer shall be ascertained by means of a "correct" meter, maximum demand indicator or other measuring apparatus. A kilowatt-hour meter shall be deemed to be "correct" if it registers the amount of energy supplied in kilowatt-hours within the permissible limit of error (i.e. 2 1/2 per cent plus or minus) and a maximum demand indicator or other measuring apparatus shall be deemed to be "correct" if it registers the amount of energy supplied in kilowatt within the permissible limit of error(i.e. 3 percent plus or minus).
 - (b) The Authority shall, if required by the consumer, cause the consumer to be supplied with a meter, maximum demand indicator or other measuring apparatus referred to in sub-clause (a), either on payment by the consumer of price thereof, or on monthly hire basis in accordance with the rates prescribed in the Authority's schedule of accordance with the scale prescribed in the Authority's Schedule of Security Deposits in force from time to time.
 - (c) Where a consumer provides his own meter, maximum demand indicator or other measuring apparatus, hereinafter called the "metering equipment" or elects to purchase the same from the Authority, the consumer shall keep such metering equipment correct, and in default of his doing so, the Authority may, after giving the consumer seven days notice, for so long as the default continues, cease to supply energy through the said metering equipment.
 - (d) Where a consumer elects to obtain metering equipment from the Authority on monthly hire basis as aforesaid, the Authority shall maintain and keep such metering equipment correct, and in default of its doing so the consumer shall for so long as the default continues, cease to be liable to pay for the hire of the said metering equipment but not the charges connected load, load factor and power factor of his load.
 - (e) The metering equipment, whether belonging to the Authority or the consumer shall be installed on the consumer's premises by the Authority at each point of supply at such place, and in such position, as the Authority may decide. The consumer shall not connect such metering equipment with the Authority's electric supply line nor disconnect the same from any such electric supply line without the previous written consent of the Authority. The Authority shall, however, reserve the right, at any time, to change the points of supply and the place or position from time to time. In addition, the Authority may provide one or more seals, locking hoove or device to each metering equipment, as the Authority may decide, and the consumer shall not have the right to seal or unseal the metering equipment nor to change the place or position thereof.
 - (f) Should the consumer, at any time, require the metering equipment on his premises to be shifted to any other place or position within the same premises, he shall be given not less then seven day's notice to that effect to the Authority specifying the reasons for making such request. Should, on receiving the notice and inspection of the premises, the Authority considers the consumer's request as based on genuine grounds, the Authority may comply with such notice, subject to the consumer's paying the charges prescribed in the Authority's Schedule of General Charges in force from time on time.
 - (g) Should the consumer, at any time, doubt the accuracy of the metering equipment on his premises (taken on hire from the Authority), he may, upon giving seven day's notice in writing to the Authority and paying to the Authority on demand the meter testing fee prescribed in the Authority's Schedule of General Charges in force from time to time, cause a test of the impugned metering equipment to be made by the Authority. Should on receiving the notice an don inspection of the impugned metering equipment, the Authority finds the impugned metering equipment to be untampered, safe and intact with all its accessories and seals, the Authority may, after informing the consumer, install another duly calibrated and tested metering equipment (check metering equipment) in series with the impugned metering equipment to determine the difference in consumption or maximum demand recorded by the check metering equipment and that recorded by the impugned metering equipment during a fixed period. If on such comparative test being made, the impugned metering equipment should prove to be not correct, the impugned metering equipment shall be removed from the premises, and the Authority shall refund the meter testing fee and adjust the consumer's account preceding the date of installation of check metering equipment and future billing shall be done on the basis of the readings recorded by the check metering equipment. For the purpose of adjustment of consumer's account the whole error detected in the impugned metering equipment (and not only the difference beyond the permissible limit of error) shall be taken into account.

- (h) Should the Authority, at any time, doubt the accuracy of any metering equipment on a consumer's premises, the Authority may, after informing the consumer, install another duly calibrated and tested metering equipment (check metering equipment) in series with the impugned metering equipment and that recorded by the impugned metering equipment during a fixed period. If on such comparative test being made, the impugned metering equipment should prove to be not correct, the impugned metering equipment shall be removed from the premises, and the Authority shall, in the absence of any interference or alteration in the mechanism of the impugned metering equipment being detected by the Authority, adjust the consumer's account preceding the date of installation of check metering equipment, and future billing shall be done on the basis of the readings recorded by the check metering equipment. For the purpose of adjustment of consumer's account, the whole error detected in the impugned metering equipment (and not only the difference beyond the permissible limit of error) shall be taken into account.
- (i) Where it is not possible for the Authority to install check metering equipment of appropriate capacity (due to non availability of such equipment or other wise), in series with the impugned metering equipment, to check the accuracy of the impugned metering equipment as described in sub-clauses (g) and (h), the Authority shall, after informing the consumer, test the accuracy of the impugned metering equipment at site by means of Rotary sub-standard. If on such test being made, the impugned metering equipment should prove to be not correct, the impugned metering equipment shall be removed from the premises, and the Authority shall, after determining the extent of error in the impugned metering equipment as aforesaid, adjust the consumer's account preceding the date of test, and, until such time as a new and correct metering equipment is installed by the Authority at consumer's premises the supply given to the consumer shall be determined by the Authority on the basis of consumer's connected load, load factor and power factor of his load.
- (j) Where any consumer gives a seven days notice in writing to the Authority of his intention to have the accuracy of the Authority's metering equipment installed at his premises checked by an Electric Inspector, the Authority shall not remove or take off the impugned metering equipment from the consumer's premises until the Electric inspector has conducted a test of the impugned metering equipment at site, in the presence of Authority's authorized employees, by means of a Rotary sub-standard and has given the result of his test, declaring such metering equipment to be not correct.
- (k) The period of inaccuracy of any impugned metering equipment shall be determined by the Authority, keeping in view the consumption recorded by the impugned metering equipment and the average monthly consumption of the consumer based on consumer's connected load, load factor and power factor of his load. Except in the case of injured, damaged or tampered with metering equipment, the consumer shall have the right under section 26, read with section 24 of the Act, to make an appeal against any such action of the Authority, to the Electric inspector concerned after completing the formalities provided therein.
10. RECTIFICATION OF FAULTS IN AUTHORITY'S SYSTEM RESULTING IN FAILURE OF SUPPLY – Should the Authority supply to any consumer fail at any time due to any cause other than blowing off consumer's own fuses, the consumer shall immediately contact, or communicate with, the local complaint office of the Authority(which office remains open round the clock) in order that the cause of failure of supply could be ascertained and the fault, if any, detected in the Authority's supply system, rectified without any delay
11. RESTRICTION OF USE OF ENERGY, SHEDDING OF LOAD AND SHUT DOWN OF POWER- The Authority may, at any time, on account of emergency, shortage of power or accidental break-down of electric supply lines of work- (a) Impose restrictions on the use of energy by a consumer (b) Require a consumer to shed his load. (c) Cause shut down of power in an area of supply without accepting liability of any compensation to affected consumers.
12. LIABILITY OF THE CONSUMER FOR DAMAGE TO THE AUTHORITY'S APPARATUS – The consumer shall be solely responsible for, and shall pay for any loss of, or damage to, any electric supply lines, main fuses, meters and /or other apparatus belonging to the Authority on the consumer's premises, whether caused whether arising out of fire, theft or any other cause beyond the control of the Authority, always excepting reasonable wear and tear and loss or damages arising out of defects in the aforesaid electric supply lines, main fuses, meters and/or other apparatus belonging to the Authority on the consumer's premises.
- Provided that, notwithstanding anything contained in this clause and without prejudice to any prosecution under Rule 122 of the Rules, the liability of the consumer for the cost of resealing any metering equipment or other apparatus belonging to the Authority on the consumer's premises shall be as prescribed in the Authority's Schedule of General Charges in force from time to time.
13. PREJUDICIAL USE OF SUPPLY – (a) The consumer shall keep connected to the Authority's supply system any apparatus, which the Authority may deem to be likely to interfere with, or affect injuriously, the Authority's supply to other consumers. (b) The consumer shall not, except to the extent herein prescribed, keep unbalanced the loading on three phases of the supply taken by him from the Authority, the maximum permissible difference in current between any two phases being 5 percent. (c) The consumer shall not, if so required by the Authority, use or continue to use the energy supplied to him by the Authority without installing capacitors on his electric motors excepting single phase motors for domestic use.
14. DISCONTINUANCE OF SUPPLY – Without prejudice to the rights of Authority to take such other action against consumer as provided by the Act or the Rules, and subject to conditions and restrictions, if any, imposed by the Act or the Rules, the Authority shall be entitled to disconnect supply without notice to the owner or occupier of any premises to which the supply is made, and, for that purpose, to take off or remove any electric supply line, metering equipment or other apparatus from the premises, if the Authority has reasons to believe that such owner or occupier of the premises has –

- (a) Secured the electric connection by fraudulent means, or
 - (b) Adopted any appliance, or has used the energy supplied to him by the Authority for any purpose or has dealt with it in any manner, so as unduly or improperly to interfere with the safety or efficient working of the electric supply line or works of the Authority or with the efficient supply of energy the Authority to any other persons or
 - (c) Used the energy supplied to him by the Authority under one method of charging in a manner for which a higher method of charging is in force or
 - (d) Broken tempered with or counterfeited the Authority's seals, casing or covering, affixed or placed by the Authority to detect any meter maximum demand indicator or other measuring apparatus referred to in Section 26 of, the Act, or
 - (e) Altered the index of any meter, maximum demand indicator or other apparatus referred to in Section 26 Act: or
 - (f) Prevented any meter, maximum demand indicator of other apparatus, referred to in Section 26 of the Act from duly registering the amount of energy supplied or the electrical quantity contained in the supply; or
 - (g) Prevented the supply, consumption or use of energy from being duly registered by any meter, maximum demand indicator or other apparatus referred to in Section 26 of the Act; or
 - (h) Made any additions or alterations in his energy consuming apparatus without notifying the same to the Authority with a view to their being examined, tested, accounted or charged the Authority, before being put into user or
 - (i) Knowingly and willfully failed to comply with any provision of the Actor the Rules or of these conditions of supply or of the terms of any agreement with the Authority or
 - (j) Knowingly and willfully failed to comply with any provision of the Act or the Rules or of the Rules or of these conditions of supply or of the terms of any agreement with the Authority, or
 - (k) Failed to pay any amount assessed against him by the Authority, before the expiration of seven days notice to disconnect supply served upon him by Authority under Section 24 of the Act; or
 - (l) Assigned, without the written consent of the Authority any of the benefits of the agreement of supply with the Authority to any other person; or
 - (m) Declared him insolvent or has been declared as such by a competent Authority in the event of his voluntary or compulsory liquidation or otherwise.
15. DISCONNECTION OF SUPPLY AT CONSUMER'S REQUEST- In the event of a consumer making request for discontinuance of supply of his premises, whether permanently or temporarily, the Authority may require the consumer to intimate to the Authority the specific reasons for making such a request, and the Authority shall not be bound to comply with any such request until the Authority is satisfied that the request has been made by the consumer on legitimate grounds and not merely to evade payment to the Authority of any fixed/minimum monthly charge in respect of reservation of supply or any other sum due to the Authority for the period of such discontinuance of supply. And in the event of consumer's request being accepted by the Authority, the consumer shall be, and remain, responsible for all the charges in respect of the energy consumed upon the said premises in accordance with the Authority's schedule of services and general charges in force from time to time, till the date of expiry of the period of reservation of supply, irrespective of the fact that the actual date of discontinuation of supply falls before that date.
16. FAILURE OF SUPPLY- The Authority shall not be liable for any claims for loss, damage or compensation, weather, arising out of failure of supply when such failure is due, either directly or indirectly, to war, mutiny, civil commotion, riots, strikes, lockout, fire, flood, tempest, lighting, earthquake or other force accident or cause beyond the control of the Authority.
17. CHANGE OF CONSUMER- When nay person occupies in any premises previously occupied by a consumer and desire to supplied with energy, he shall first clear all the arrears of electricity dues outstanding against the premises and latter, as if he were an original applicant, enter into an agreement with the Authority and shall, if so required, furnish security to the Authority as prescribe in clause 18 of these conditions of supply, and his installation shall be reentered by the Authority so that such person may not be held responsible for any alteration in the connected load which may have been carried out by the previous consumer without the approval of the Authority.
18. SECURITY DEPOSIT- Before commencing or resuming supply to a premises, or, if there is change in the owner or occupier of a premises during the continuance of supply to such premises, the Authority may require a consumer or the owner or occupier of such premises to lodge with the Authority as security for the payment by the consumer of his monthly bills and for the value of meters and other measuring apparatus belonging to the Authority on the consumer's premises, a deposit in accordance with the scale prescribed in the Authority's Schedule of Consumer's Security Deposit in force from time to time. The security deposit shall be offered and accepted in cash only and shall not be transferable in the name of any other consumer or same consumer against his other connection.
19. CHARGES FOR SUPPLY – The methods of charging for the supply given to the consumer by the Authority shall be those prescribed in the Authority's Schedule of Electricity Tariffs in force from time to time, and except as provided therein, no consumer shall be entitled to ask for any change in the method of charging agreed to at the time of obtaining the supply.
20. BILLS – (a) The Authority shall, ordinarily, render bills to the consumer monthly, and payment thereof, which must include bank charges (if any), shall be due to demand.
- (b) if any bill is not paid by a consumer in full within 15 days after the date of its presentation to him, the consumer, shall, upon the Authority giving him seven days notice in writing of its intention to disconnect supply, be liable to have the supply to his premises disconnected by the Authority. Should the premises be so disconnected, the supply shall not be reconnected or restored by the Authority until full payment has been made bye the consumer of all the outstanding bills including the minimum / fixed charges for the continued reservation of supply during the period of

such discontinuance of supply and the charges for reconnecting or restoring the supply as prescribed in the Authority's Schedule of Electricity Tariffs and the Authority's Schedules of Service and General Charges in force from time to time.

- (c) The various charges included in the bill shall be adjusted so as to eliminate fraction of a paisa in accordance with the following principle viz., firstly, that sum of half a paisa and above shall count as one paisa and, secondly, that a sum below half a paisa shall count as zero.
21. RIGHTS OF WAY – The consumer shall provide the Authority, free of charge and rent, with the rights of way in, through or over any land under this control and jurisdiction as may be required by the Authority in connection with the provision and maintenance of service lines to the premises of the consumer and subject to the provision of Section 12 of the Act, to the premises of any other consumer.
22. ACCESS TO THE CONSUMER'S PREMISES – A duly authorized employee of the Authority shall be entitled at all reasonable times, and on informing the occupier of his intention, to enter the premises to which energy is, or has been, or is to be supplied by the Authority, for the purpose of: -
- (a) Examining, inspecting and testing the electric supply lines, meters, maximum demand indicators or other measuring apparatus, electric wires, fittings, works or an apparatus for the supply or use of energy, whether belonging to the Authority or to the consumer; or
- (b) Ascertaining the amount of energy supplied or the electrical quantity contained in the supply or the apparatus; or
- (c) Removing, where a supply of energy is no longer required, or where the Authority is authorized to take away and cutoff such supply, any electric supply lines, meters, maximum demand indicators or other measuring apparatus, fittings, works or apparatus belonging to the Authority: or
- (d) Doing all other things necessary or incidental to the proper giving or maintaining supply to the consumer's premises.
23. WIRING CONDITION – (a) The wiring and apparatus comprising the consumer's installation must always be in good order and condition so as not to affect injuriously the use of energy by the Authority or by other consumers.
- (b) The wiring shall conform to the rule of the particular Fire Insurance Company with which the buildings on the consumer's premises may be insured, if they are so insured, and with such wiring regulations of the Authority as may be in force from time to time.
- (c) The adoption is strongly recommended of the wiring rules of the Institution of Electrical Engineers and the specification for electrical works in Government buildings in Pakistan issued by the Government of Pakistan.
- (d) The consumer must in all cases provide linked quick break main switches and a main fuse on each pole other than the earthed neutral which must be placed within three feet of the authority meter to in such other position as shall be approved by the authority.
- (e) Motors of rated capacity not exceeding 4 kilowatt may be started direct from the consumer's mains by means of linked pole switches but all motors of greater rated capacity must be provided with a starting gear to be approved by the authority.
- (f) All motors of a rated capacity exceeding 4 kilowatt must be provided by the consumer with over load and no volt release gear which must, at all times, be maintained in perfect working order.
- (g) Motors of a rated capacity exceeding 4 kilowatt but not exceeding 50 kilowatt may be squirrel cage type but the starting device shall be so designed as to keep the starting current within twice the full load current.
24. ASSIGNMENT OR TRANSFER ETC. OF AGREEMENT-
The consumer shall not assign, transfer or part with any of the benefits of his agreement for supply with the authority, nor shall he, in any manner part with or create any partial or separate interest there under.
25. SERVICE OF NOTICE. (a). any notice by the authority to the consumer shall be deemed to be duly given if served in writing, addressed to the consumer and delivered by hand at, or sent by, post to the address specified in the consumers application and agreement for supply of energy executed with the authority or as subsequently notified in writing by the consumer to the office concerned to the authority.
- (b) Any notice by the consumer to the authority shall be deemed to be duly given if served in writing addressed to the authority and delivered by hand at, or sent by registered post to the office concerned of the authority.
26. INTERPRETATION- These conditions of supply shall be subject to the act or the rules, but nothing in these conditions shall abridge or prejudice the rights, powers and functions of the authority under the Pakistan water and power development authority act, 1958 or under any other law for the time being in force.
27. RIGHTS OF AUTHORITY TO REVISE THE CONDITIONS OF SUPPLY, SCHEDULE OF ELECTRICITY TARIFF RATES AND SCHEDULES OF SERVICE/GENERAL CHARGES ETC- Subjects to the clause 26 above, the authority reserves the right, at any time, to amend, cancel or add to any of these conditions of supply, the schedules of the electricity tariffs and the schedules of service charges, general charges deposit without giving any previous notice to consumers to that effect.