

Undertaking for Industrial New Connection - Annexure IV

Undertaking for industrial consumers applying for New Connection

(To be typed on Rs. 200/- Stamp Paper)

To:

New Connections Department

Karachi Electric

Karachi

Dear Sirs,

Undertaking-cum-Indemnity

This Undertaking-cum-Indemnity is executed on _____ day of _____ (month), 2019 at Karachi by M/s _____ Limited being a company incorporated under the laws of Pakistan and having its registered office at _____, Karachi ("the Applicant" which expression shall where the context so admits include its successors-in-interests and permitted assigns), do hereby undertake as under:

WHEREAS K-ELECTRIC is a vertically integrated company which generates, transmits and distributes electricity in Karachi and its adjoining areas including Dhabeji and Ghara in Sindh and Hub, Uthal, Vindhra and Bela in Baluchistan and has an exclusive Distribution License for the said distribution territory.

AND WHEREAS the Applicant has applied to K-ELECTRIC for a new connection in relation to its industrial/commercial use.

Now therefore this Undertaking-cum-Indemnity provides as under:-

- A. In consideration of K-ELECTRIC at my/our request granting the application for new connection on the basis of information and documents provided by me which I/we hereby confirm to be true and correct in all material respects, I/we hereby irrevocably and unconditionally agree, affirm and undertake as follows:-
1. That I/me am/are occupying the premise at abovementioned address, wherein I/we have applied for new connection for the purpose of _____ through ID # _____ generated by K-ELECTRIC, New Connection front office.
 2. That all the documents, as mentioned in the New Connection application and the list of machinery/equipment, provided by me/us are correct and confirmed by me/us and no modification shall be made in the existing condition without prior intimation/approval to/from K-ELECTRIC. In this regard, I/we have not given any false information or withheld any material information to mislead K-ELECTRIC or provide any false or forged documentary proofs.
 3. That the list of machinery and lightening load details provided by me for the purpose of load assessment / approval is correct and confirmed by me /us and no modification shall be made in it without prior intimation/approval to/from K-ELECTRIC.
 4. That I/we will not extend connected load, at the premises, beyond the limit as sanctioned by K-ELECTRIC at the time of provision of new connection and shall not change its purpose or otherwise use this connection for a purpose different from that originally sanctioned by K-ELECTRIC. [In case of any violation in terms of load extension, nature of business and/or illegal distribution; K-ELECTRIC shall be at the liberty to disconnect my/our power supply and take action necessary action.]
 5. That after grant of the above connection, the Power factor at the premises shall not decrease below 0.9; failing which I/we shall be liable for penalty on account of low power factor as prescribed by K-ELECTRIC or such other action as K-ELECTRIC may be entitled to take in accordance with law. Moreover, in case, power factor at the premises falls below 0.9, I/we will immediately take corrective measures such as installation of additional power factor correction capacitors which shall be worked out on the basis by which the existing power factor is less than 0.9. And I/we shall restrict the active and reactive power within the specified limit.
 6. That after the grant of above connection, if the actual load usage exceeds the applied load at any time within the first year of energization, I/we shall be obliged to pay the difference between New connection charges payable at actual load and new connection charges as per the estimate to be issued by K-Electric on above application ID.
 7. That I/we hereby agree that any security deposit provided by me/us for the purposes of the new connection or otherwise from time to time shall be in the nature of advance payment against my/our monthly power consumption bills and K-ELECTRIC may at its sole discretion adjust/utilize such amount at any time against any overdue bill(s) without prior notice or reference to me/us.
 8. That I/we shall at all material times use the electricity connection for the purpose for which it has been requested and in accordance with KE terms and conditions of tariff as approved and determined by NEPRA and Act and Regulations of NEPRA as issued from time to time.

9. That I/we have provided complete details of all the _____ numbers of already existing electrical connections that are registered with the name of _____ (applicant/owner of the premises or Industry).

OR

That there is no other electrical connection registered in the name of _____ (applicant/owner of the premises or Industry).

10. That I/we have provided complete details of all legal cases / constitutional petitions / complaints that are pending at the forum of any Court / NEPRA / Electric Inspector Karachi / Secretary Irrigation and Power, Province of Sindh, Wafaqi Mohtasib (Federal Ombudsman) or any other forum as the case may be that pertains to my/our existing connections, as mentioned above.

OR

That there are no legal cases / constitutional petitions / complaints / references that are pending at any forum, whether legal or otherwise which pertains to my/our existing connections, as mentioned above.

OR

That there are no legal cases / constitutional petitions / complaints / references that are pending at any forum, whether legal or otherwise against me/us by K-ELECTRIC. In this regard, I/we further confirm that there are no arrears of K-ELECTRIC dues owing from me against any of my existing connections.

11. That I/we shall not indulge in any dishonest, fraudulent or malicious activity against K-ELECTRIC, its business or operations in any way whatsoever.
12. That I/we shall abide by all the Health, Safety & Environment standards as prescribed by K-ELECTRIC from time to time and ensure availability of adequate fire safety systems for the premises at all material times.
13. Without prejudice to the foregoing, I/we further undertake to allow inspection of my/our premises at any time by K-ELECTRIC including its electrical connections and connected load/equipment.
14. If as a result of any such inspection, K-ELECTRIC notifies me/us of any unauthorized load being used by me/us, I/we agree to promptly remove such load/equipment and if so directed by K-ELECTRIC, to promptly apply for extension of load to K-ELECTRIC.
15. That K-ELECTRIC shall be entitled to review my/our performance under this Undertaking-cum-Indemnity on a fortnightly or monthly basis to ensure my/our continuing compliance with the above.
16. That I/we hereby indemnify K-ELECTRIC against any losses or damages of whatsoever nature which K-ELECTRIC may incur by reason of its reliance on this Undertaking-cum-Indemnity.
17. That this Undertaking is in addition to and not in derogation or substitution of any other rights or remedies that K-ELECTRIC may be entitled to under the law and in particular the provisions of the Consumer Service Manual issued by NEPRA and the provisions of the Electricity Act, 1910 read together with relevant provisions of the Distribution Code issued by NEPRA wherever applicable.
18. That any determination or conclusion reached by K-ELECTRIC on my/our performance or breach of this Undertaking shall be solely at the discretion of K-ELECTRIC and the same shall be final, conclusive and binding on me/us for all purposes whatsoever and I/we further undertake not to raise any cavil or objection to the same before any Competent Authority. I/we further confirm that this Undertaking-cum-Indemnity is purely voluntary in nature and I/we have not received any inducements, threats or coercive demands of whatsoever nature in relation to the execution and/or implementation of this Undertaking-cum-Indemnity.

Further, I/we agree to abide by all the terms mentioned above as well as any policies framed or issued by K-ELECTRIC time to time which are applicable to consumers in my relevant category.

Date:

Karachi

Owner of the premises

Mr.

(CNIC: _____)

Witness 1:

Mr.

(CNIC: _____)

Witness 2:

Mr.

(CNIC: _____)

For and on behalf of K-ELECTRIC