



SUI NORTHERN GAS PIPELINES LIMITED

GAS HOUSE, 21-KASHMIR ROAD, P.O. BOX 56, LAHORE (PAKISTAN)

Ref: RA-GEN-132-17

January 04, 2018.

The Registrar,
Oil and Gas Regulatory Authority,
54-Old ZTE Plaza, G-6/F-6,
Near PIA Building, Fazal-e- Haq Road, Blue Area,
Islamabad.

Thru' Courier

Subject: RLNG BASED INDUSTRIAL AND COMMERCIAL CONTRACT

Dear Sir,
السلام عليكم

The industrial and commercial contracts have been revised in accordance with terms and conditions appropriate to RLNG supplies, tariff, security, billing, etc. after relaxation of moratorium.

The revised drafts of industrial and commercial consumers are enclosed for the approval of the Honorable Authority as per License Condition No. 39 of the License issued to the Company.

Thanking you.

Yours Sincerely,

SUI NORTHERN GAS PIPELINES LTD

Kashif
(KASHIF JAVED)
DY. CHIEF ACCOUNTANT (RA)
for MANAGING DIRECTOR



SUI NORTHERN GAS PIPELINES LIMITED

GAS HOUSE, 21 KASHMIR ROAD, P.O. BOX 56, LAHORE (PAKISTAN)

Ref: RA-GEN-007-18

January 19th, 2018

The Registrar,

Oil and Gas Regulatory Authority,
54-Old ZTE Plaza, G-6/F-6,
Near PIA Building, Fazal-e- Haq Road, Blue Area,
Islamabad.

Thru' Courier

Subject: RLNG BASED INDUSTRIAL AND COMMERCIAL CONTRACT

Dear Sir,
السلام عليكم

This letter is in continuation to our earlier letter No. RA-GEN-132-17 dated 04-01-2018 regarding subject cited above. In this connection, clause 12(ii) of the proposed contracts has been amended which is as follow:-

Clause Ref:	Clause already proposed	To be Replaced with
12 (ii)in default thereof late payment surcharge @ one month KIBOR plus 2% on the outstanding amount of the gas bills without compounding shall be payable in addition to the bill amounts, subject to change from time to time with the approval of the Authority.....	...in default thereof interest at the rate of 1.5% per month for the first year and thereafter 2% per month on the outstanding amount of the gas bills without compounding shall be payable in addition to the bill amounts, subject to change from time to time with the approval of the Authority...

The revised drafts of industrial and commercial consumers are enclosed for the approval of the Honorable Authority as per License Condition No. 39 of the License issued to the Company.

Thanking you.

Yours Sincerely,
SUI NORTHERN GAS PIPELINES LTD

Kashif
(KASHIF JAVED)
DY. CHIEF ACCOUNTANT (RA)
for MANAGING DIRECTOR

Encl: as above



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Account ID	_____
<input type="checkbox"/> Cash	<input type="checkbox"/> SBLC
Amount of Security	_____
Service Line Charges	_____
Paid on:	_____

SUI NORTHERN GAS PIPELINES LIMITED

CONTRACT FOR THE SUPPLY OF RLNG FOR COMMERCIAL USE

BY THIS CONTRACT, made between SUI NORTHERN GAS PIPELINES LIMITED incorporated under the Companies Act 2017, and having its registered office at 21, Kashmir Road, Lahore (hereinafter referred to as the "Company"), and (full name, description and postal address of the Consumer for submission of RLNG bills):

Name of Commercial Unit in Block Letters: _____

National Tax Number (NTN) _____ Sales Tax Registration Number (STRN) _____

Name of Authorized Signatory in Block Letters: _____

Signatory's Mobile No. _____ Signatory's Email _____ (please attach authority letter)

RLNG Load MCF/day, CFT/hour: _____ Working Hours: _____

Type of Commercial /Process/Product _____ RLNG required for (Purpose): _____

i) Address of premises where RLNG supply is required: _____

Telephone No. _____ Fax No. _____ Email _____

ii) Business Address _____

Telephone No. _____ Fax No. _____ Email _____

Type of Company: Public Limited Private Limited Partnership Sole Proprietorship
(hereinafter called "the Consumer"). The Consumer agrees to purchase from the Company and the Company agrees to supply "RLNG" to the Consumer for Commercial use at the above noted premises as an end Consumer from the _____ day of _____, 20____, upon the terms and conditions set forth hereinafter and upon the statutory terms and conditions (if any), at the prevailing rate both for the RLNG consumed and for hire of the meter particulars hereof are set out below:

(In the context of this Contract, Authority/Competent Authority means Oil and Gas Regulatory Authority or any other successor thereof assigned by the Government)

(In the context of this Contract, RLNG means and includes RLNG, swapped natural gas, system / commingled natural gas in lieu of RLNG etc.)

TERMS AND CONDITIONS

1) CONSISTENCY OF RLNG SUPPLY

The Company shall supply RLNG (or natural gas in lieu of RLNG) to the Consumer, on As and When Available basis. For the avoidance of doubt, it is clarified that since RLNG inducted into SNGPL system shall be comingled with indigenous gas coming from different sources, it shall be indistinguishable from other gas already in the system.

2) SECURITY DEPOSIT

i. Consumer, before or at the time of the execution of this Contract shall furnish to the Company a "Security Deposit" in form of cash deposit or SBLC (from any of the banks acceptable to the Company in accordance with the enclosed format) equivalent to 30 days (or any other period/form as approved by the Company from time to time) of Consumer's contractual load or in any other form equivalent to a certain period of RLNG consumption as approved and offered by the Company from time to time, inclusive of meter rent and all Government taxes applicable on RLNG sale. The security if deposited in the form of cash will entitle the Consumer to earn interest at the rate fixed by the Company from time to time, adjustable against outstanding bills on periodic basis. If during the course of this Contract the Security Deposit, in the sole discretion of the Company, is insufficient and is not equivalent to the option offered by the Company, then the Company may advise by notice to the Consumer to increase the Security Deposit and upon such notice, the Consumer shall become liable to forthwith pay the increased amount or furnish a SBLC for the increased amount to the Company, within the stipulated time. The Company may suspend the RLNG supply to the consumer in case of its failure to maintain the required Security Deposit.

ii. If subsequent to the execution of this Contract by the Consumer and the Company:

- The Consumer shall desire installation of additional burner, equipment entailing increase in consumption of RLNG by the Consumer subject to the prior approval of the Company or the usual consumption of RLNG by the Consumer is otherwise increased;
- Or the price of RLNG or rent for the meter is increased in accordance with the terms of this Contract;
- Or any new tax or charge is levied on RLNG by any Government or local or other authority or any such tax or the rate of charge already levied on RLNG is increased;

then in addition to the sum mentioned in sub-clause (i) above, the Company shall have the right to demand from the Consumer and the Consumer on such demand shall pay to the Company such amount on account of security deposit in cash or furnish a SBLC in lieu of this

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amount (from any of the banks acceptable to the Company in accordance with the enclosed format), on account of additional deposits as the Company may deem necessary or expedient.

- iii. The Security Deposit if in cash is a security to be retained by the Company for the duration of this Contract and the Company may at its option use the Security Deposit for the purposes of the Company from time to time. The Company shall be entitled to set off from the amount of Security Deposit any amounts due from the Consumer to the Company on any account whatsoever. No connection for RLNG being supplied hereunder will be activated or maintained in the absence of the Consumer paying the appropriate prevailing Security Deposit to the Company or furnishing an appropriate SBLC for such amount as the case may be, in accordance with the terms of this Contract.
- iv. The Consumer undertakes to maintain Security Deposit at the required level throughout the duration of the Contract and in the event of any draw or deduction by the Company from the Security Deposit or the consumption of RLNG and/or connected load increases for any reason whatsoever beyond the level of current security deposit or RLNG consumption increases beyond the normal consumption of existing equipments, the Consumer undertakes to deposit the Security Deposit on demand being made by the Company, within stipulated time, so it is maintained at the level required by the Company.
- v. If the Security Deposit is in the form of a SBLC, the Company may en-cash the said guarantee to recover the amounts due from the Consumer to the Company. In addition, the Company may en-cash the SBLC if less than fortnight remains for its validity and an adequate replacement is not furnished by the Consumer to the satisfaction of the Company. Despite the above, the Company reserves the right to disconnect the supply of the Consumer in case of failure to deposit the additional Security Deposit by him, within the time limit given by the Company in the notice issued to the Consumer.

3) PRICE

- i. The Consumer shall make payment of all RLNG supplied by Company in accordance with the RLNG Tariff as determined by Oil and Gas Regulatory Authority ("OGRA") and / or PSO / other LNG supplier ("Notified Price"). If OGRA or any other authority determines the RLNG price on provisional basis or the Notified Price already determined is revised with retrospect effect then the differential of RLNG price, if any, shall be recoverable / adjustable by the Company in the subsequent billing periods and the consumer undertakes to pay this price differential as and when the same is billed. Notwithstanding the foregoing, the Consumer shall be liable to pay the minimum charges, if the consumption during any billing month, falls below the consumption level representing the minimum charges, as notified by the Authority from time to time.
- ii. The price of RLNG charged by the Company to the Consumer as set forth in the bills of the Company, shall be binding on the Consumer and the Consumer agrees to pay the same. The price of RLNG supplied is subject to change from time to time by the Authority and any new price shall be binding on the Consumer payable effectively as and when specified by the Authority. The Company shall not be obliged to provide any notice of change or contemplated change in the price to the Consumer.

4) METER RENT

The Consumer shall also pay to the Company rent of the meter at the rate prescribed by the Company and approved by the Authority from time to time from the date on which the meter is fixed upto the date when the same shall be removed, provided if the quantity of RLNG consumption necessitates replacement of meter by a meter of different size, the Consumer shall pay rent of the new meter at the rate prescribed by the Company and approved by the Authority for such meter. The rent of the meter is subject to revision, from time to time, with the prior approval of the Authority.

5) OTHER CHARGES

- i. In addition to the price of RLNG, meter rent and Security Deposit, the Consumer shall also pay to the Company all taxes or charges levied or imposed upon RLNG on sale or supply or distribution of RLNG by the Government or local or other authority or any increase in the rate or charges of RLNG by the producers/purifiers/importers/regasification terminals etc as notified by the Authority/PSO/other LNG supplier from time to time, irrespective of the fact whether the same has been intimated or not, to the Consumer by the Company.
- ii. The Consumer shall also pay to the Company applicable charges as approved by the Authority towards testing the houseline before commissioning the RLNG supplies, irrespective of whether houseline was already installed and/or installed and tested under a previous contract.
- iii. The Consumer shall be solely and fully responsible for the repair and maintenance of the internal piping / houseline and RLNG installations after the meter. The Consumer shall install the internal piping/ houseline through such contractors/persons as are registered for this purpose by the Company. The Consumer may, however, request the Company for installation of the internal piping / houseline on payment of such charges as fixed by the Company from time to time. The Company, in such an eventuality, shall meet this requirement depending on the availability of manpower and materials.

6) TITLE AND OWNERSHIP OF GAS METER AND OTHER APPURTENANCES

- i. All pipes and fittings from the gas main to the property line will be provided by the Company and shall remain Company's property. All pipes and fittings on and within the property line will be provided by and installed at the expense of the Consumer and the Company will not be responsible for leakage of gas / RLNG from, nor repairs to such pipes or fitting. The main cock, service regulator, Inlet pipe of meter and the meter rented from the Company will be fixed and kept in good repair by the Company free of charge. However, the Consumer shall be liable for the damages done to the gas meter and other appurtenances due to tampering.
- ii. Company's sealed meter and the registering index of the meter shall be installed by the Company's authorized representative and Sr. No. of seals and meter condition shall be recorded in the presence of the Consumer or his representative and pressure recording gauge, meter by-pass valves and other equipment installed on Consumer Meter Station shall be sealed, where required, by the Company's authorized representative using Company's authorized seal in the presence of the Consumer or his representative. The Consumer will then be responsible to ensure that the Company's meter is not tampered with and if any such tampering is found, it shall be at the sole liability of the Consumer. The Company's authorized representative shall check the Sr. No. of seals provided at meter in the presence of the Consumer or his representative and will record meter condition.
- iii. Except in the case of damage due to natural calamity, the Consumer shall be responsible for the safety of the meter as well as the service regulator, main cock and inlet pipe of the meter from theft, loss, damage, etc., during the period of this Contract and since these are fitted for the purposes of ensuring continued RLNG supply to the Consumer at his premises, Consumer shall, in case of such eventuality, be responsible

[Handwritten initials and signatures]

for the payment of the price of such meter, EVC, regulator, cock, pipe filter assembly and other appurtenances etc., if replacement is required.

iv. The Company shall retain the title and ownership of all regulators, meters, pipes, valves, devices and other appurtenances placed by it at the said premises and may remove or replace the same at any time before or after the termination/cancellation of the Contract without any prior notice to the Consumer.

7) HOUSELINE INSTALLATION, MODIFICATION AND ALTERATION

- i. All pipes and fitting after the RLNG / gas meter will be termed as internal piping / houseline. It shall be the responsibility of the Consumer that he has the internal piping/ houseline and any modification/alteration thereto Installed in accordance with the design and material specification provided by the company and tested for safe operation to his satisfaction. The Consumer hereby agrees that the houseline will be installed and tested by a registered contractor/person of the Company (or by the Company's representative) in accordance with the layout plan approved by the Company, before the RLNG connection is provided to Consumer's premises. However, in case of any mishap due to Consumer's negligence, the Company shall not be held liable for any loss or damage. Furthermore, if there is any loss of RLNG after the meter in internal piping/houseline etc., the Consumer shall be liable to pay for the same.
- ii. The Company shall, prior to providing RLNG supply to the premises:
 - a. Check the installation to ensure that it meets the standards of good workmanship for safe supply of RLNG; and
 - b. Test the installation for checking leakages using the technical standards for testing as laid down by the Authority.
- iii. Company has the right to inspect the houseline of the Consumer at all reasonable times to verify proper maintenance and compliance with safety standards and to inspect connected gas load and gas burning equipments.

8) METER INSTALLATION

- i. The gas meter shall normally be installed by the Company at the property boundary/common passage of the Consumer, at an appropriate location as determined by the Company in consultation with the Consumer. The Consumer shall provide adequate space as per Company's technical and safety requirements for the meter station / meter at the boundary wall, within the Consumer's premises, nearest to the Company's gas main/service with an independent approach from outside the boundary wall, free of cost. If, at any time, the property boundary where the RLNG meter is installed turns out to be of someone other than the Consumer having any objection to the installation of the RLNG meter, the Company shall be at liberty to remove the RLNG meter after service of notice and giving the Consumer an opportunity to provide alternate place for installation of meter and to disconnect the RLNG supply till such time that alternate place is provided by the Consumer for the installation of the RLNG meter, which shall be entirely at the expense of the Consumer. The Company may, if there is some physical limitations, install the meter at the property boundary of another person subject to the Consumer providing "No Objection Certificate" from the owner of that property. In case of any encroachment around the meter thereby restricting free access to the said meter, it shall be the responsibility of the Consumer to arrange for its clearance in liaison with the concerned authority or neighbor.
- ii. The company shall have the right to relocate the meter and other installations/property of the company to any other suitable location for safety, security, unhindered meter reading and inspection. The Consumer shall provide necessary space in such an event. If the relocation of the meter and other appurtenances is requested by the Consumer it will be carried out at Consumer's cost.

9) FURTHER CONNECTIONS/ALTERATIONS

- i. The Company shall have the right to provide further connections to other parties or premises from the service/ supply main installed for the purpose of supplying RLNG to the above mentioned premises of the Consumer.
- ii. Alteration in or additions to RLNG installations will be made only by the Company, but the Company, may in exceptional cases exercise its discretion to permit the Consumer to undertake alterations in or additions to the RLNG installations through its approved contractors. Such permissions must be obtained in writing from the Company in advance.

10) METER INSPECTION

No meter shall be connected to or disconnected from the Company's gas pipe except by the authorized workmen of the Company. The meters shall be inspected periodically by the Company. The Consumer shall ensure that Company's authorized representative(s) shall have free access at all reasonable times to inspect, adjust or replace the meters or other fittings or appurtenances without hindrance.

11) MEASUREMENTS AND METER REGISTER

- i. The unit of volumetric measurement shall be one cubic foot of RLNG measured at absolute pressure of 14.65 pounds per square inch and temperature of 60 degree Fahrenheit (or equivalent in metric measure) without adjustment for water vapour content. However, required correction factors such as pressure, flowing temperature, specific gravity, deviations from Boyle's Law, etc shall be applied wherever applicable. The RLNG delivered hereunder shall be measured in accordance with methods in use in the Commercial generally and recommended by the Gas Measurement Committee of the RLNG Department of the American Gas Association, applied in a practical manner or any such other method approved by the Authority from time to time.
- ii. The Volume of RLNG consumed by the Consumer shall be measured by an accurate meter installed by the Company. The volume shall be measured in terms of cubic feet or cubic meters which will be converted to British Thermal Units (BTUs) with the application of Gross Calorific Value (GCV) measured accurately at appropriate location as determined by the Company and the Consumer shall be billed on the basis of actual BTUs supplied.
- iii. The register of the meter maintained by the Company shall be prima facie evidence of the volume of RLNG consumed, but should the accuracy of the meter be disputed and the meter be officially tested and be found to register erroneously, the meter shall, if the period of inaccuracy is not known or ascertainable, be deemed to have registered erroneously to the degree so found for the past 60 days and the period of adjustment on either side shall not exceed 60 days. This clause shall not be applicable in case, where the Consumer is found to have been responsible directly or indirectly in tampering with the gas meter and auxiliary instruments in any way. The Company shall not be liable to pay any amount to the Consumer in respect of any such adjustment and the same will take place by making appropriate adjustments in future or current bills of the Consumer.
- iv. In case, the meter, for any reason whatsoever, ceases or omits to register regularly the volume of RLNG supplied, the Consumer shall pay to the Company for the RLNG supplied to him during the period the meter remained out of order or for a period of 12 (twelve) months, whichever is less, on the basis of bill for the preceding or following 2 (two) months consumption whichever is higher. However, for consumers

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- v. having seasonal consumption/pattern, adjustment shall be charged on the basis of corresponding month's consumption of previous year.
- v. In case the meter/ meter station of a Consumer is found damaged due to any act on part of the Consumer or due to unauthorized increase in RLNG load, the Consumer shall be liable to pay to the Company full cost of the meter or cost of any component found damaged, as determined by the Company in addition to the cost of ancillary overheads and consequential loss of estimated RLNG as calculated by the Company provided that the period for recovery of such loss of RLNG shall not exceed 12 (Twelve) months or any other period as approved by the Authority from time to time.
- vi. In case the meter station is damaged partially or completely due to negligence or mishandling by Consumer, then Consumer shall bear full construction cost of damaged components including the cost of meter, EVC, regulator, filter assembly and other appurtenances, ancillary overheads, as determined by the Company.

12) **BILLING**

- i. The Company shall invoice the Consumer on weekly basis against supply of RLNG ("Billing Cycle") or at any interval deemed appropriate by Company. Such weekly invoices may be based on their actual metered consumption or provisional / ad-hoc basis where meter reading is not available with the Company. However, the Company shall adjust such provisional / ad-hoc Invoices against actual reading in the next billing month. The Consumer shall make all payments pursuant to such invoice within three (3) days (both days inclusive i.e. Bill Issue Date and "Due Date") of issuance of such invoice at the Company's designated bank in the designated account of the Company, on or before the Due Date. If the Due Date is not a business day, payment may be made on the following business day, which shall be considered to be made within Due Date. All invoices of the Company will be paid without any deduction or set off or adjustment. If the payment is not made within the Due Date, the Company shall have no obligation to supply RLNG to the Consumer.
- ii. The bills against supply of RLNG based on the above accounts are payable on demand irrespective of any deposit in hand. The accounts/bills are to be paid at authorized bank within 3 days of the date of issue (both days inclusive i.e. Bill Issue Date and Due Date) or by the due date as mentioned on provisional / ad-hoc invoices. In default thereof interest at the rate of 1.5% per month for first year and thereafter 2% per month on the outstanding amount of the gas bills without compounding shall be payable in addition to the bill amounts, subject to change from time to time with the approval of the Authority. After the bills/accounts have been furnished and paid, if the Company at any time discovers any errors, omissions or discrepancy in any such accounts/bills due to any reason whatsoever, the Company shall be entitled to bring such discrepancy to the notice of the Consumer and furnish correct accounts/bills which the Consumer undertakes to pay within 3 days of the date of such correction and issuance of notice by the Company to the Consumer.
- iii. If the Consumer finds any mistake in the bill, he should bring it to the notice of the Company upon receipt for correction. Any mistake in the bill shall not entitle the Consumer to withhold payment of the bill in time and an adjustment, if required, shall be made in the following bills. Similarly, if the Company finds any mistake in the bill sent to the Consumer, the Company shall, upon having discovered the mistake, be entitled to send the correct bill and the Consumer shall be liable to pay the same. In case meter cannot be read due to any reason, the Company shall submit provisional / ad-hoc bill based on the basis of last month's actual consumption, or any other mechanism adopted by the Company from time to time and the Consumer shall make payment against that bill within due date. The Company shall adjust the provisional / ad-hoc bills against actual reading in the next billing cycle and bill the Consumer for the difference. The Consumer shall make payment against each bill within due date.

13) **PAYMENT**

- i. All bills pertaining to RLNG consumption and/or other charges are payable within 3 days of the date of issue (hereinafter referred to as "Due Date") inclusive of both days i.e. Bill Issue Date and Due Date, as shown on the bills.
- ii. The responsibility for making payment is that of the Consumer. If the first bill is not received by the Consumer within one month of commissioning of RLNG supply and thereafter if any subsequent bill is not received by the Consumer, within 7 days after the last bill's due date, the Consumer shall communicate with the Company in order to ascertain his liability for payment and obtain a duplicate bill. Duplicate bill(s) may also be obtained from Company's official website. If the Consumer fails to pay the bill by the due date, the Company shall be entitled to disconnect the supply of RLNG and to remove its RLNG meter and other equipment after serving due notice of disconnection. A notice printed on the RLNG bill conspicuously shall be considered sufficient for this purpose. All bills sent by the Company at the registered address, by ordinary post, by email, by fax or delivered by hand at the said address shall be considered sufficient delivery of the bills/notices to the Consumer by the Company intimating the Consumer's liability to payment for RLNG consumed.
- iii. Payment shall be made within the Due Date either, in cash or through a bank pay order or any other authorized mode of payment in favor of "Sui Northern Gas Pipelines Ltd." to the authorized banks or any other authorized collecting agent. Payment by cheque will not be considered payment unless it is realized within the Due Date.
- iv. Payment must be made on or before the due date falling which the supply of RLNG is liable to be terminated. Notwithstanding such disconnection/ termination of RLNG supply, the Consumer shall pay to the Company the full amount of RLNG bill upto and including the date of disconnection together with the late payment surcharge accrued thereon as stipulated in clause 12 (ii) above.
- v. The Consumer hereby affirms that no such connection at the premises where a gas connection is being provided, was previously disconnected, on account of non-payment of gas bills/charges etc. and understands that, in case, the position is found otherwise, the Consumer shall be liable to clear/pay such dues/charges on demand as if such amount is due from and payable by him. Provided that this clause shall not apply to Government owned / allocated premises for which the Company shall recover the dues, if any, from the previous occupant directly or through his parent department or through Estate Management office.
- vi. It is represented by the consumer that no outstanding dues exist against any other connection (s) in consumer's name on SNGPL system. The consumer consents that if any such outstanding dues are found to exist against any such connection(s) in the consumer's name, SNGPL shall be authorized to disconnect the present connection and/ or any other connection(s) in the consumer's name provided that this clause shall not apply to Government owned / allocated premises for which the Company shall recover the dues, if any, through parent department or through Estate Management office.
- vii.
- viii. Any charges accrued if any, under the previous Gas Sales Contract towards the consumer shall also be payable/recoverable on demand under this Contract.

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14) **UNAUTHORISED CONNECTION**

The Consumer shall not obtain or extend any connection to or from his premises or from the premises of any other Consumer or from any other un-authorized source.

15) **COMPANY'S RIGHT TO REDUCE/INTERRUPT/CURTAIN SUPPLIES**

- i. As the input of LNG, its regasification into RLNG from terminal, and conveyance/transportation of it over long distances are subject to accidents, interruptions and failures and the lines and equipment to malfunctioning, breaking, freezing, failures and closing which cannot be foreseen or prevented by any reasonable care or expenditure and as the supply of RLNG and transportation facilities are limited, the Company does not by this Contract undertake to furnish to the Consumer a full and uninterrupted supply of RLNG but only to furnish such supply and for such length of time as it reasonably can; and it is expressly agreed to by the Consumer that the Company shall not be liable for any loss, damage, or injury that may result either directly or indirectly from shortages or interruptions in the supply of RLNG, or from discontinuance thereof due to said reasons or as a result of labor strikes, lockouts, riots, civil commotions, hostilities, wars, epidemics, calamities, natural disasters or causes beyond the ordinary reasonable control of the Company. The Company shall in its sole judgment have the right to reduce or interrupt or completely suspend RLNG supply due to any other/ aforesaid reasons to the Consumer and the Company shall be the sole judge with regard to such conditions.
- ii. The Company shall have the right to close or interrupt RLNG supply to the Consumer's premises for short periods for carrying out necessary extension/repair and/or alteration, work in the Company's pipeline, equipment and devices with the prior notice to the Consumer.
- iii. The Company shall have the right to curtail and/or to discontinue deliveries of RLNG to the Consumer whenever and to the extent necessary in its sole judgment for the protection of service to its other Consumers it may require. The Company shall be the sole judge with regard to such conditions and curtailment of deliveries.

16) **INDEMNIFICATION**

The Consumer knowing its inflammable character shall take all precautions in the use of RLNG, maintenance of RLNG installation and shall provide adequate ventilation to exhaust accumulation of RLNG due to leakage if any, on his premises and shall be solely responsible for any loss, damages, injury or accident resulting directly or indirectly and for any reasons whatsoever from RLNG or RLNG installations. The Consumer hereby indemnifies the Company against all demands and claims for any such loss, damage, injury or accident. The Consumer hereby indemnifies the Company against all costs, losses and damages sustained by the Company as a consequence of any act or omission of the Consumer or any of its employee, officer, agent, representative, contractor or invitee of the Consumer and will reimburse to the Company all consequential costs incurred by the Company.

17) **SIGNING OF CONTRACT**

This Contract shall neither be binding nor shall come into force until signed by an authorized officer of the Company and no promises or agreements or representation of any agent or employee made in soliciting the same or otherwise, shall be recognized or made good by the Company or shall form part of the Contract unless incorporated herein.

18) **CONTRACT CANCELLATION**

- i. This Contract shall be subject to cancellation by the Company at any time for any of the following causes:
 - a. Any action by the Municipal authorities, improvement Trust, Local Bodies, or any Government authorities or any legal proceeding against the Company by any party (including the Consumer) interfering with Company's right to supply RLNG to the Consumer or other consumers and collect payment for the same under the terms of this Contract.
 - b. Any action by the Consumer to secure RLNG through his meter for purposes other than that mentioned hereinabove or for another party without written permission of the Company;
 - c. Any action by the Consumer tending to secure more RLNG than the meter registers or to secure RLNG through the said meter at a higher pressure than that at which the regulators are set by the Company or any interference by the Consumer with the meters or regulators tending to prevent the same from properly operating and correctly registering.
 - d. Default committed by the consumer in payment of its gas bill on due date.
 - e. Violation of or default by the Consumer in compliance with any of the terms and conditions of this Contract.
 - f. Any major alteration, addition or extension to the existing RLNG installation carried out by the Consumer without obtaining prior approval of the Company in writing.
- ii. In case of cancellation of this Contract for any cause whatsoever, all claims for RLNG supplied and or services rendered by the Company upto the date of disconnection of RLNG supply shall become forthwith due and payable without notice from the Company and the Consumer shall pay the same on demand.
- iii. If the person, premises and/or the purpose for which the RLNG is supplied under this Contract, have been transferred or assigned in favor of any other person, body corporate or firm, Contract shall stand cancelled with effect from the date of such transfer or assignment. The Company shall have the right to discontinue RLNG supply and to remove any or all of its property from the premises unless a fresh Contract is signed by the new owner/occupier of the premises or property in question. On the transfer/assignment of the premises with the permission of the Company, the Security Deposit may be transferred by the Consumer and thereafter the same will be held by the Company, as Security Deposit in favor of the new occupant, and execution of a notice to this effect shall be sufficient proof of such transfer, and the Consumer shall cease to have any right of action against the Company in respect of such Security Deposit.

19) **TAMPERING OF GAS INSTALLATIONS**

- i. If meter, Volume Corrector, regulator, service pipe or other installations at the Consumer's premises are found to have been tampered in any way in order to secure more supply for the Consumer than is recorded on the meter or to obtain RLNG at higher pressure than maintained by the Company, the Consumer shall not only be liable for criminal prosecution under the applicable law but also shall be liable to pay to the Company RLNG charges commensurate with the Consumer's consumption /contractual load of RLNG ascertained by the Company for this period in accordance with company's policy on theft of RLNG, relevant rules issued under the OGRA Ordinance and as amended from time to

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time by the Authority.

- ii. Where the Company determines or has an evidence that the Consumer is pilfering RLNG by tampering with the meter or any other equipment or is securing RLNG through any other unauthorized means or has attempted to do any of the foregoing acts supply of RLNG to the premises shall be disconnected forthwith without any notice. The Consumer shall in such instance be liable to pay to the Company on demand the price (including all taxes and other applicable charges) of the RLNG consumed illegally and unauthorized, computed as per procedure and policy for RLNG theft issued by the Authority. Restoration of RLNG supply will be subject to clearance of total dues on account by the Consumer. The Consumer will also have to submit an undertaking on non-judicial stamp paper pledging that he will refrain from the act of theft of RLNG and any other irregularity after reconnection.
- iii. The Company reserves the right to disconnect the RLNG supply of any Consumer who without prior written permission of the Company either changes the nature of the business/product type or the category for which RLNG supply was obtained or replaces, extends or alters the RLNG pipeline installed by the Company with a different type, size or diameter or changes the meter location or location of the RLNG burning equipment by extending pipeline/fittings or adds additional RLNG appliances or changes the model/capacity of the equipments in addition to sanctioned load / equipments or shifts the meter location.
- iv. The Company however reserves the right to regularize unauthorized extensions/changes in load/equipments subject to payment of the cost of mains, service, houseline (if required), payment of RLNG un-metered used (if any), and payment of additional Security Deposit as applicable under the terms of this Contract.
- v. In case of theft of meter, EVC, CMS Lock or any appurtenances the Consumer shall register an FIR and submit the copy of FIR to the Company along with the cost of meter, EVC, CMS Lock or any appurtenances before regularization of case. The Consumer shall also be liable to pay RLNG consumption charges from the period of the last meter reading to the date of the theft of the meter.

20) RECONNECTION

- i. If the supply of RLNG to the Consumer is disconnected for any reason whatsoever, it shall be reconnected only after the Consumer has paid the usual reconnection charges of the Company, and has cleared arrears in full or as may be mutually agreed between the Company and the Consumer, subject to completion of the formalities applicable at the time of reconnection. If it is subsequently established that disconnection was carried out without any fault of the Consumer, the reconnection charges will be reimbursed / adjusted to the Consumer in the subsequent RLNG bills.
- ii. In case of removal of meter / service the Consumer shall apply for reconnection and submit the required documents/Information/load requirement along with the cost of reconnection, Security Deposit etc. The cost of reconnection includes CMS/Service line cost, in case the same has been removed prior to reconnection.

21) DISPUTE RESOLUTION

In the event of any difference or dispute arising out of or in connection with the Contract between the Company and the Consumer which cannot be amicably resolved, it shall be referred to the Authority for resolution.

22) MISSING RLNG SUPPLY CONTRACT FORM

If this RLNG Supply Contract signed by the Consumer is missing or not available on record then the standard terms & conditions of the RLNG supply Contract, as approved by the Authority and prevalent on the date of commissioning of RLNG supply shall apply.

23) REQUIRED ENCLOSURES

- i. In case the Consumer being a corporation/company the signatory to the Contract shall produce a resolution passed by the Board of Directors of the Consumer corporation/company authorizing the signatory to sign the RLNG supply Contract and confirming the terms & conditions thereof.
- ii. In case the Consumer is a partnership firm it will produce the attested copy of the registered partnership deed.

24) CONTRACT TERMINATION BY EITHER OF THE PARTIES

- i. Either of the parties hereto may, at their absolute will, terminate this Contract by serving one month's notice of their intention to do so to be given in writing to the other party and this Contract shall remain in force until so determined. In the case of termination of this Contract under this clause, no party shall be entitled to any damages or compensation for any loss or injury, arising from such termination of this Contract.
- ii. In case of termination of the Contract for any cause whatsoever, all claims for RLNG supplied and or services rendered by the Company up to the date of disconnection of RLNG supply shall become forthwith due and payable without notice from the Company and the Consumer shall pay the same on demand. In case of default late payment surcharge shall be payable by the Consumer as per clause 11 (i) of the Contract.

25) UNDERTAKING

- i. The Signatories to the Contract hereby affirm that no such connection at the premises where a RLNG connection is being provided was previously disconnected, on account of non-payment of natural gas and / or other RLNG bills/charges etc.
- ii. It is represented by the Consumer that no outstanding dues exist against any other connection(s) in Consumer's name / CNIC / NTN / GST on SNGPL's system. The Consumer consents that if any such outstanding dues are found to exist against any such connection(s) in Consumer's name / CNIC / NTN / GST, SNGPL shall be authorized to disconnect the present connection and/or any other connection(s) in consumer's name / CNIC / NTN / GST and anything contrary contained in any contract executed between the consumer and SNGPL with regard to such other connection(s) hereby stands superseded / supplemental / revised to that extent.
- iii. All the above mentioned terms and conditions contained in this Contract have been read and understood by the Consumer and the Company, and both the parties undertake and agree to abide by all such terms and conditions in token whereof the Consumer and the Company's authorized representative have affixed their signatures hereunder:

Signed for and on behalf of the Consumer
Authorized Signatory

Signed for and on behalf of
Sui Northern Gas Pipeline Ltd

~~Signature~~
9
~~Signature~~
~~Signature~~

Name: _____

for Managing Director

CNIC No. _____

Witness: _____

Witness: _____

Name: _____

Name: _____

CNIC No. _____

CNIC No. _____

Landlord's Permission to Install Gas Connection and Undertaking to Pay Outstanding Dues in Case of Default/ Vacation

I/We (Name in Full being the landlord of the above named consumer in respect of the above mentioned premises neither have nor shall have any objection whatsoever to any gas piping, fitting, appliances or accessories being, from time to time, fixed in or removed from the said premises from the outlet of the regulator installed for the purpose of supplying gas to the said premises. I/ We undertake to inform the Company in time in case the tenant vacates the said premises. I also undertake to clear all outstanding dues/ charges on demand in case of vacation of premises/ default by the tenant, as if such amount is due from and payable by me.

Signed by the Landlord

Name: _____

CNIC No. _____

Witness: _____

Witness: _____

Name: _____

Name: _____

CNIC No. _____

CNIC No. _____



10/20/2016
21

Account ID	_____
[] Cash	[] SBLC
Amount of Security	_____
Service Line Charges	_____
Paid on:	_____

SUI NORTHERN GAS PIPELINES LIMITED
CONTRACT FOR THE SUPPLY OF RLNG FOR INDUSTRIAL USE

BY THIS CONTRACT, made between SUI NORTHERN GAS PIPELINES LIMITED incorporated under the Companies Act 2017, and having its registered office at 21, Kashmir Road, Lahore (hereinafter referred to as the "Company"), and (full name, description and postal address of the Consumer for submission of RLNG bills):

Name of Industrial Unit in Block Letters: _____
 National Tax Number (NTN) _____ Sales Tax Registration Number (STRN) _____

Name of Authorized Signatory in Block Letters: _____
 Signatory's Mobile No. _____ Signatory's Email _____ (please attach authority letter)

RLNG Load MCF/day, CFT/hour: _____ Working Hours: _____
 Type of Industry/Process/Product _____ RLNG required for (Purpose): _____

i) Address of premises where RLNG supply is required: _____
 Telephone No. _____ Fax No. _____ Email _____

ii) Business Address _____
 Telephone No. _____ Fax No. _____ Email _____

Type of Company: [] Public Limited [] Private Limited [] Partnership [] Sole Proprietorship
 (hereinafter called "the Consumer"). The Consumer agrees to purchase from the Company and the Company agrees to supply "RLNG" to the Consumer for industrial use at the above noted premises as an end Consumer from the _____ day of _____, 20____, upon the terms and conditions set forth hereinafter and upon the statutory terms and conditions (if any), at the prevailing rate both for the RLNG consumed and for hire of the meter particulars hereof are set out below:

(In the context of this Contract, Authority/Competent Authority means Oil and Gas Regulatory Authority or any other successor thereof assigned by the Government)

(In the context of this Contract, RLNG means and includes RLNG, swapped natural gas, system / commingled natural gas in lieu of RLNG etc.)

TERMS AND CONDITIONS

1) CONSISTENCY OF RLNG SUPPLY

The Company shall supply RLNG (or natural gas in lieu of RLNG) to the Consumer, on As and When Available basis. For the avoidance of doubt it is clarified that since RLNG inducted into SNGPL system shall be comingled with indigenous gas coming from different sources, it shall be indistinguishable from other gas already in the system.

2) SECURITY DEPOSIT

- i. Consumer, before or at the time of the execution of this Contract shall furnish to the Company a "Security Deposit" in form of cash deposit or SBLC (from any of the banks acceptable to the Company in accordance with the enclosed format) equivalent to 30 days (or any other period/form as approved by the Company from time to time) of Consumer's contractual load equivalent or in any other form equivalent to a certain period of RLNG consumption as approved and offered by the Company from time to time, inclusive of meter rent and all Government taxes applicable on RLNG sale. The security if deposited in the form of cash will entitle the Consumer to earn interest at the rate fixed by the Company from time to time, adjustable against outstanding bills on periodic basis. If during the course of this Contract the Security Deposit, in the sole discretion of the Company, is insufficient and is not equivalent to the option offered by the Company, then the Company may advise by notice to the Consumer to increase the Security Deposit and upon such notice, the Consumer shall become liable to forthwith pay the increased amount or furnish a SBLC for the increased amount to the Company, within the stipulated time. The Company may suspend the RLNG supply to the consumer in case of its failure to maintain the required Security Deposit.
- ii. If subsequent to the execution of this Contract by the Consumer and the Company:
 - a. The Consumer shall desire installation of additional burner, equipment entailing increase in consumption of RLNG by the Consumer subject to the prior approval of the Company or the usual consumption of RLNG by the Consumer is otherwise increased;
 - b. Or the price of RLNG or rent for the meter is increased in accordance with the terms of this Contract;
 - c. Or any new tax or charge is levied on RLNG by any Government or local or other authority or any such tax or the rate of charge already levied on RLNG is increased;
 then in addition to the sum mentioned in sub-clause (i) above, the Company shall have the right to demand from the Consumer and the

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Consumer on such demand shall pay to the Company such amount on account of security deposit in cash or furnish a SBLC in lieu of this amount (from any of the banks acceptable to the Company in accordance with the enclosed format), on account of additional deposits as the Company may deem necessary or expedient.

- iii. The Security Deposit if in cash is a security to be retained by the Company for the duration of this Contract and the Company may at its option use the Security Deposit for the purposes of the Company from time to time. The Company shall be entitled to set off from the amount of Security Deposit any amounts due from the Consumer to the Company on any account whatsoever. No connection for RLNG being supplied hereunder will be activated or maintained in the absence of the Consumer paying the appropriate prevailing Security Deposit to the Company or furnishing an appropriate SBLC for such amount as the case may be, in accordance with the terms of this Contract.
- iv. The Consumer undertakes to maintain Security Deposit at the required level throughout the duration of the Contract and in the event of any draw or deduction by the Company from the Security Deposit or the consumption of RLNG and/or connected load increases for any reason whatsoever beyond the level of current security deposit or RLNG consumption increases beyond the normal consumption of existing equipments, the Consumer undertakes to deposit the Security Deposit on demand being made by the Company, within stipulated time, so it is maintained at the level required by the Company.
- v. If the Security Deposit is in the form of a SBLC, the Company may en-cash the said guarantee to recover the amounts due from the Consumer to the Company. In addition, the Company may en-cash the SBLC if less than fortnight remains for its validity and an adequate replacement is not furnished by the Consumer to the satisfaction of the Company. Despite the above, the Company reserves the right to disconnect the supply of the Consumer in case of failure to deposit the additional Security Deposit by him, within the time limit given by the Company in the notice issued to the Consumer.

3) PRICE

- i. The Consumer shall make payment of all RLNG supplied by Company in accordance with the RLNG Tariff as determined by Oil and Gas Regulatory Authority ("OGRA") and / or PSO / other LNG supplier ("Notified Price"). If OGRA or any other authority determines the RLNG price on provisional basis or the Notified Price already determined is revised with retrospect effect then the differential of RLNG price, if any, shall be recoverable / adjustable by the Company in the subsequent billing periods and the consumer undertakes to pay this price differential as and when the same is billed. Notwithstanding the foregoing, the Consumer shall be liable to pay the minimum charges, if the consumption during any billing month, falls below the consumption level representing the minimum charges, as notified by the Authority from time to time.
- ii. The price of RLNG charged by the Company to the Consumer as set forth in the bills of the Company, shall be binding on the Consumer and the Consumer agrees to pay the same. The price of RLNG supplied is subject to change from time to time by the Authority and any new price shall be binding on the Consumer payable effectively as and when specified by the Authority. The Company shall not be obliged to provide any notice of change or contemplated change in the price to the Consumer.

4) METER RENT

The Consumer shall also pay to the Company rent of the meter at the rate prescribed by the Company and approved by the Authority from time to time from the date on which the meter is fixed upto the date when the same shall be removed, provided if the quantity of RLNG consumption necessitates replacement of meter by a meter of different size, the Consumer shall pay rent of the new meter at the rate prescribed by the Company and approved by the Authority for such meter. The rent of the meter is subject to revision, from time to time, with the prior approval of the Authority.

5) OTHER CHARGES

- i. In addition to the price of RLNG, meter rent and Security Deposit, the Consumer shall also pay to the Company all taxes or charges levied or imposed upon RLNG on sale or supply or distribution of RLNG by the Government or local or other authority or any increase in the rate or charges of RLNG by the producers/purifiers/importers/regasification terminals etc as notified by the Authority/PSO/other LNG supplier from time to time, irrespective of the fact whether the same has been intimated or not, to the Consumer by the Company.
- ii. The Consumer shall also pay to the Company applicable charges as approved by the Authority towards testing the house line before commissioning the RLNG supplies, irrespective of whether house line was already installed and/or installed and tested under a previous contract.
- iii. The Consumer shall be solely and fully responsible for the repair and maintenance of the internal piping / house line and RLNG installations after the meter. The Consumer shall install the internal piping/ house line through such contractors/persons as are registered for this purpose by the Company. The Consumer may, however, request the Company for installation of the internal piping / house line on payment of such charges as fixed by the Company from time to time. The Company, in such an eventuality, shall meet this requirement depending on the availability of manpower and materials.

6) TITLE AND OWNERSHIP OF GAS METER AND OTHER APPURTENANCES

- i. All pipes and fittings from the gas main to the property line will be provided by the Company and shall remain Company's property. All pipes and fittings on and within the property line will be provided by and installed at the expense of the Consumer and the Company will not be responsible for leakage of gas / RLNG from, nor repairs to such pipes or fitting. The main cock, service regulator, inlet pipe of meter and the meter rented from the Company will be fixed and kept in good repair by the Company free of charge. However, the Consumer shall be liable for the damages done to the gas meter and other appurtenances due to tampering.
- ii. Company's sealed meter and the registering index of the meter shall be installed by the Company's authorized representative and Sr. No. of seals and meter condition shall be recorded in the presence of the Consumer or his representative and pressure recording gauge, meter by-pass valves and other equipment installed on Consumer Meter Station shall be sealed, where required, by the Company's authorized representative using Company's authorized seal in the presence of the Consumer or his representative. The Consumer will then be responsible to ensure that the Company's meter is not tampered with and if any such tampering is found, it shall be at the sole liability of the Consumer. The Company's authorized representative shall check the Sr. No. of seals provided at meter in the presence of the Consumer or his representative and will record meter condition.
- iii. Except in the case of damage due to natural calamity, the Consumer shall be responsible for the safety of the meter as well as the service regulator, main cock and inlet pipe of the meter from theft, loss, damage, etc., during the period of this Contract and since these are fitted for

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the purposes of ensuring continued RLNG supply to the Consumer at his premises, Consumer shall, in case of such eventuality, be responsible for the payment of the price of such meter, EVC, regulator, cock, pipe filter assembly and other appurtenances etc., if replacement is required.

iv. The Company shall retain the title and ownership of all regulators, meters, pipes, valves, devices and other appurtenances placed by it at the said premises and may remove or replace the same at any time before or after the termination/cancellation of the Contract without any prior notice to the Consumer.

7) HOUSELINE INSTALLATION, MODIFICATION AND ALTERATION

i. All pipes and fitting after the RLNG / gas meter will be termed as internal piping / houseline. It shall be the responsibility of the Consumer that he has the internal piping/ houseline and any modification/alteration thereto installed in accordance with the design and material specification provided by the company and tested for safe operation to his satisfaction. The Consumer hereby agrees that the houseline will be installed and tested by a registered contractor/person of the Company (or by the Company's representative) in accordance with the layout plan approved by the Company, before the RLNG connection is provided to Consumer's premises. However, in case of any mishap due to Consumer's negligence, the Company shall not be held liable for any loss or damage. Furthermore, if there is any loss of RLNG after the meter in internal piping/houseline etc., the Consumer shall be liable to pay for the same.

ii. The Company shall, prior to providing RLNG supply to the premises:

- a. Check the installation to ensure that it meets the standards of good workmanship for safe supply of RLNG; and
- b. Test the installation for checking leakages using the technical standards for testing as laid down by the Authority.

iii. Company has the right to inspect the houseline of the Consumer at all reasonable times to verify proper maintenance and compliance with safety standards and to inspect connected gas load and gas burning equipments.

8) METER INSTALLATION

i. The gas meter shall normally be installed by the Company at the property boundary/common passage of the Consumer, at an appropriate location as determined by the Company in consultation with the Consumer. The Consumer shall provide adequate space as per Company's technical and safety requirements for the meter station / meter at the boundary wall, within the Consumer's premises, nearest to the Company's gas main/service with an independent approach from outside the boundary wall, free of cost. If, at any time, the property boundary where the RLNG meter is installed turns out to be of someone other than the Consumer having any objection to the installation of the RLNG meter, the Company shall be at liberty to remove the RLNG meter after service of notice and giving the Consumer an opportunity to provide alternate place for installation of meter and to disconnect the RLNG supply till such time that alternate place is provided by the Consumer for the installation of the RLNG meter, which shall be entirely at the expense of the Consumer. The Company may, if there is some physical limitations, install the meter at the property boundary of another person subject to the Consumer providing "No Objection Certificate" from the owner of that property. In case of any encroachment around the meter thereby restricting free access to the said meter, it shall be the responsibility of the Consumer to arrange for its clearance in liaison with the concerned authority or neighbor.

ii. The company shall have the right to relocate the meter and other installations/property of the company to any other suitable location for safety, security, unhindered meter reading and inspection. The Consumer shall provide necessary space in such an event. If the relocation of the meter and other appurtenances is requested by the Consumer it will be carried out at Consumer's cost.

9) FURTHER CONNECTIONS/ALTERATIONS

i. The Company shall have the right to provide further connections to other parties or premises from the service/ supply main installed for the purpose of supplying RLNG to the above mentioned premises of the Consumer.

ii. Alteration in or additions to RLNG installations will be made only by the Company, but the Company, may in exceptional cases exercise its discretion to permit the Consumer to undertake alterations in or additions to the RLNG installations through its approved contractors. Such permissions must be obtained in writing from the Company in advance.

10) METER INSPECTION

No meter shall be connected to or disconnected from the Company's gas pipe except by the authorized workmen of the Company. The meters shall be inspected periodically by the Company. The Consumer shall ensure that Company's authorized representative(s) shall have free access at all reasonable times to inspect, adjust or replace the meters or other fittings or appurtenances without hindrance.

11) MEASUREMENTS AND METER REGISTER

i. The unit of volumetric measurement shall be one cubic foot of RLNG measured at absolute pressure of 14.65 pounds per square inch and temperature of 60 degree Fahrenheit (or equivalent in metric measure) without adjustment for water vapour content. However, required correction factors such as pressure, flowing temperature, specific gravity, deviations from Boyle's Law, etc shall be applied wherever applicable. The RLNG delivered hereunder shall be measured in accordance with methods in use in the industry generally and recommended by the Gas Measurement Committee of the RLNG Department of the American Gas Association, applied in a practical manner or any such other method approved by the Authority from time to time.

ii. The Volume of RLNG consumed by the Consumer shall be measured by an accurate meter installed by the Company. The volume shall be measured in terms of cubic feet or cubic meters which will be converted to British Thermal Units (BTUs) with the application of Gross Calorific Value (GCV) measured accurately at appropriate location as determined by the Company and the Consumer shall be billed on the basis of actual BTUs supplied.

iii. The register of the meter maintained by the Company shall be prima facie evidence of the volume of RLNG consumed, but should the accuracy of the meter be disputed and the meter be officially tested and be found to register erroneously, the meter shall, if the period of inaccuracy is not known or ascertainable, be deemed to have registered erroneously to the degree so found for the past 60 days and the period of adjustment on either side shall not exceed 60 days. This clause shall not be applicable in case, where the Consumer is found to have been responsible directly or indirectly in tampering with the gas meter and auxiliary instruments in any way. The Company shall not be liable to pay any amount to the Consumer in respect of any such adjustment and the same will take place by making appropriate adjustments in future or current bills of the Consumer.

iv. In case, the meter, for any reason whatsoever, ceases or omits to register regularly the volume of RLNG supplied, the Consumer shall pay to the Company for the RLNG supplied to him during the period the meter remained out of order or for a period of 12 (twelve) months,

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whichever is less, on the basis of bill for the preceding or following 2 (two) months consumption whichever is higher. However, for consumers having seasonal consumption/pattern, adjustment shall be charged on the basis of corresponding month's consumption of previous year.

- v. In case the meter/ meter station of a Consumer is found damaged due to any act on part of the Consumer or due to unauthorized increase in RLNG load, the Consumer shall be liable to pay to the Company full cost of the meter or cost of any component found damaged, as determined by the Company in addition to the cost of ancillary overheads and consequential loss of estimated RLNG as calculated by the Company provided that the period for recovery of such loss of RLNG shall not exceed 12 (Twelve) months or any other period as approved by the Authority from time to time.
- vi. In case the meter station is damaged partially or completely due to negligence or mishandling by Consumer, then Consumer shall bear full construction cost of damaged components including the cost of meter, EVC, regulator, filter assembly and other appurtenances, ancillary overheads, as determined by the Company.

12) BILLING

- i. The Company shall invoice the Consumer on weekly basis against supply of RLNG ("Billing Cycle") or at any interval deemed appropriate by Company. Such weekly invoices may be based on their actual metered consumption or provisional / ad-hoc basis where meter reading is not available with the Company. However, the Company shall adjust such provisional / ad-hoc invoices against actual reading in the next billing month. The Consumer shall make all payments pursuant to such invoice within three (3) days (both days inclusive i.e. Bill Issue Date and "Due Date") of issuance of such invoice at the Company's designated bank in the designated account of the Company, on or before the Due Date. If the Due Date is not a business day, payment may be made on the following business day, which shall be considered to be made within Due Date. All invoices of the Company will be paid without any deduction or set off or adjustment. If the payment is not made within the Due Date, the Company shall have no obligation to supply RLNG to the Consumer.
- ii. The bills against supply of RLNG based on the above accounts are payable on demand Irrespective of any deposit in hand. The accounts/bills are to be paid at authorized bank within 3 days of the date of issue (both days inclusive i.e. Bill Issue Date and Due Date) or by the due date as mentioned on provisional / ad-hoc invoices. In default thereof interest at the rate of 1.5% per month for first year and thereafter 2% per month on the outstanding amount of the gas bills without compounding shall be payable in addition to the bill amounts, subject to change from time to time with the approval of the Authority. After the bills/accounts have been furnished and paid, if the Company at any time discovers any errors, omissions or discrepancy in any such accounts/bills due to any reason whatsoever, the Company shall be entitled to bring such discrepancy to the notice of the Consumer and furnish correct accounts/bills which the Consumer undertakes to pay within 3 days of the date of such correction and issuance of notice by the Company to the Consumer.
- iii. If the Consumer finds any mistake in the bill, he should bring it to the notice of the Company upon receipt for correction. Any mistake in the bill shall not entitle the Consumer to withhold payment of the bill in time and an adjustment, if required, shall be made in the following bills. Similarly, if the Company finds any mistake in the bill sent to the Consumer, the Company shall, upon having discovered the mistake, be entitled to send the correct bill and the Consumer shall be liable to pay the same. In case meter cannot be read due to any reason, the Company shall submit provisional / ad-hoc bill based on the basis of last month's actual consumption, or any other mechanism adopted by the Company from time to time and the Consumer shall make payment against that bill within due date. The Company shall adjust the provisional / ad-hoc bills against actual reading in the next billing cycle and bill the Consumer for the difference. The Consumer shall make payment against each bill within due date.

13) PAYMENT

- i. All bills pertaining to RLNG consumption and/or other charges are payable within 3 days of the date of issue (hereinafter referred to as "Due Date") inclusive of both days i.e. Bill Issue Date and Due Date, as shown on the bills.
- ii. The responsibility for making payment is that of the Consumer. If the first bill is not received by the Consumer within one month of commissioning of RLNG supply and thereafter if any subsequent bill is not received by the Consumer, within 7 days after the last bill's due date, the Consumer shall communicate with the Company in order to ascertain his liability for payment and obtain a duplicate bill. Duplicate bill(s) may also be obtained from Company's official website. If the Consumer fails to pay the bill by the due date, the Company shall be entitled to disconnect the supply of RLNG and to remove its RLNG meter and other equipment after serving due notice of disconnection. A notice printed on the RLNG bill conspicuously shall be considered sufficient for this purpose. All bills sent by the Company at the registered address, by ordinary post, by email, by fax or delivered by hand at the said address shall be considered sufficient delivery of the bills/notices to the Consumer by the Company intimating the Consumer's liability to payment for RLNG consumed.
- iii. Payment shall be made within the Due Date either, in cash or through a bank pay order or any other authorized mode of payment in favor of "Sul Northern Gas Pipelines Ltd." to the authorized banks or any other authorized collecting agent. Payment by cheque will not be considered payment unless it is realized within the Due Date
- iv. Payment must be made on or before the due date failing which the supply of RLNG is liable to be terminated. Notwithstanding such disconnection/ termination of RLNG supply, the Consumer shall pay to the Company the full amount of RLNG bill upto and including the date of disconnection together with the late payment surcharge accrued thereon as stipulated in clause 12 (ii) above.
- v. The Consumer hereby affirms that no such connection at the premises where a gas connection is being provided, was previously disconnected, on account of non-payment of gas bills/charges etc. and understands that, in case, the position is found otherwise, the Consumer shall be liable to clear/pay such dues/charges on demand as if such amount is due from and payable by him. Provided that this clause shall not apply to Government owned / allocated premises for which the Company shall recover the dues, if any, from the previous occupant directly or through his parent department or through Estate Management office.
- vi. It is represented by the consumer that no outstanding dues exist against any other connection (s) in consumer's name on SNGPL system. The consumer consents that if any such outstanding dues are found to exist against any such connection(s) in the consumer's name, SNGPL shall be authorized to disconnect the present connection and/ or any other connection(s) in the consumer's name provided that this clause shall not apply to Government owned / allocated premises for which the Company shall recover the dues, if any, through parent department or through Estate Management office.
- vii. Any charges accrued if any, under the previous Gas Sales Contract towards the consumer shall also be payable/recoverable on demand under

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this Contract.

14) UNAUTHORISED CONNECTION

The Consumer shall not obtain or extend any connection to or from his premises or from the premises of any other Consumer or from any other un-authorized source.

15) COMPANY'S RIGHT TO REDUCE/INTERRUPT/CURTAIN SUPPLIES

- i. As the Input of LNG, its regasification into RLNG from terminal, and conveyance/transportation of it over long distances are subject to accidents, interruptions and failures and the lines and equipment to malfunctioning, breaking, freezing, failures and closing which cannot be foreseen or prevented by any reasonable care or expenditure and as the supply of RLNG and transportation facilities are limited, the Company does not by this Contract undertake to furnish to the Consumer a full and uninterrupted supply of RLNG but only to furnish such supply and for such length of time as it reasonably can; and it is expressly agreed to by the Consumer that the Company shall not be liable for any loss, damage, or injury that may result either directly or indirectly from shortages or interruptions in the supply of RLNG, or from discontinuance thereof due to said reasons or as a result of labor strikes, lockouts, riots, civil commotions, hostilities, wars, epidemics, calamities, natural disasters or causes beyond the ordinary reasonable control of the Company. The Company shall in its sole judgment have the right to reduce or interrupt or completely suspend RLNG supply due to any other/ aforesaid reasons to the Consumer and the Company shall be the sole judge with regard to such conditions.
- ii. The Company shall have the right to close or interrupt RLNG supply to the Consumer's premises for short periods for carrying out necessary extension/repair and/or alteration, work in the Company's pipeline, equipment and devices with the prior notice to the Consumer.
- iii. The Company shall have the right to curtail and/or to discontinue deliveries of RLNG to the Consumer whenever and to the extent necessary in its sole judgment for the protection of service to its other Consumers it may require. The Company shall be the sole judge with regard to such conditions and curtailment of deliveries.

16) INDEMNIFICATION

The Consumer knowing its inflammable character shall take all precautions in the use of RLNG, maintenance of RLNG installation and shall provide adequate ventilation to exhaust accumulation of RLNG due to leakage if any, on his premises and shall be solely responsible for any loss, damages, injury or accident resulting directly or indirectly and for any reasons whatsoever from RLNG or RLNG installations. The Consumer hereby indemnifies the Company against all demands and claims for any such loss, damage, injury or accident. The Consumer hereby indemnifies the Company against all costs, losses and damages sustained by the Company as a consequence of any act or omission of the Consumer or any of its employee, officer, agent, representative, contractor or invitee of the Consumer and will reimburse to the Company all consequential costs incurred by the Company.

17) SIGNING OF CONTRACT

This Contract shall neither be binding nor shall come into force until signed by an authorized officer of the Company and no promises or agreements or representation of any agent or employee made in soliciting the same or otherwise, shall be recognized or made good by the Company or shall form part of the Contract unless incorporated herein.

18) CONTRACT CANCELLATION.

- i. This Contract shall be subject to cancellation by the Company at any time for any of the following causes:
 - a. Any action by the Municipal authorities, Improvement Trust, Local Bodies, or any Government authorities or any legal proceeding against the Company by any party (including the Consumer) interfering with Company's right to supply RLNG to the Consumer or other consumers and collect payment for the same under the terms of this Contract.
 - b. Any action by the Consumer to secure RLNG through his meter for purposes other than that mentioned hereinabove or for another party without written permission of the Company;
 - c. Any action by the Consumer tending to secure more RLNG than the meter registers or to secure RLNG through the said meter at a higher pressure than that at which the regulators are set by the Company or any interference by the Consumer with the meters or regulators tending to prevent the same from properly operating and correctly registering.
 - d. Default committed by the consumer in payment of its gas bill on due date.
 - e. Violation of or default by the Consumer in compliance with any of the terms and conditions of this Contract.
 - f. Any major alteration, addition or extension to the existing RLNG installation carried out by the Consumer without obtaining prior approval of the Company in writing.
 - ii. in case of cancellation of this Contract for any cause whatsoever, all claims for RLNG supplied and or services rendered by the Company upto the date of disconnection of RLNG supply shall become forthwith due and payable without notice from the Company and the Consumer shall pay the same on demand.
 - iii. If the person, premises and/or the purpose for which the RLNG is supplied under this Contract, have been transferred or assigned in favor of any other person, body corporate or firm, Contract shall stand cancelled with effect from the date of such transfer or assignment. The Company shall have the right to discontinue RLNG supply and to remove any or all of its property from the premises unless a fresh Contract is signed by the new owner/occupier of the premises or property in question. On the transfer/assignment of the premises with the permission of the Company, the Security Deposit may be transferred by the Consumer and thereafter the same will be held by the Company, as Security Deposit in favor of the new occupant, and execution of a notice to this effect shall be sufficient proof of such transfer, and the Consumer shall cease to have any right of action against the Company in respect of such Security Deposit.
- 19) TAMPERING OF GAS INSTALLTIONS**
- i. If meter, Volume Corrector, regulator, service pipe or other installations at the Consumer's premises are found to have been tampered in any way in order to secure more supply for the Consumer than is recorded on the meter or to obtain RLNG at higher pressure than maintained by the Company, the Consumer shall not only be liable for criminal prosecution under the applicable law but also shall be liable to pay to the Company RLNG charges commensurate with the Consumer's consumption/ contractual load of RLNG ascertained by the Company for this period in accordance with company's policy on theft of RLNG, relevant rules issued under the OGRA Ordinance and as amended from time to

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time by the Authority.

- Where the Company determines or has an evidence that the Consumer is pilfering RLNG by tampering with the meter or any other equipment or is securing RLNG through any other unauthorized means or has attempted to do any of the foregoing acts supply of RLNG to the premises shall be disconnected forthwith without any notice. The Consumer shall in such instance be liable to pay to the Company on demand the price (including all taxes and other applicable charges) of the RLNG consumed illegally and unauthorized, computed as per procedure and policy for RLNG theft issued by the Authority. Restoration of RLNG supply will be subject to clearance of total dues on account by the Consumer. The Consumer will also have to submit an undertaking on non-judicial stamp paper pledging that he will refrain from the act of theft of RLNG and any other irregularity after reconnection.
- iii. The Company reserves the right to disconnect the RLNG supply of any Consumer who without prior written permission of the Company either changes the nature of the business/product type or the category for which RLNG supply was obtained or replaces, extends or alters the RLNG pipeline installed by the Company with a different type, size or diameter or changes the meter location or location of the RLNG burning equipment by extending pipeline/fittings or adds additional RLNG appliances or changes the model/capacity of the equipments in addition to sanctioned load / equipments or shifts the meter location.
 - iv. The Company however reserves the right to regularize unauthorized extensions/changes in load/equipments subject to payment of the cost of mains, service, houseline (if required), payment of RLNG un-metered used (if any), and payment of additional Security Deposit as applicable under the terms of this Contract.
 - v. In case of theft of meter, EVC, CMS Lock or any appurtenances the Consumer shall register an FIR and submit the copy of FIR to the Company along with the cost of meter, EVC, CMS Lock or any appurtenances before regularization of case. The Consumer shall also be liable to pay RLNG consumption charges from the period of the last meter reading to the date of the theft of the meter.

20) RECONNECTION

- i. If the supply of RLNG to the Consumer is disconnected for any reason whatsoever, it shall be reconnected only after the Consumer has paid the usual reconnection charges of the Company, and has cleared arrears in full or as may be mutually agreed between the Company and the Consumer subject to completion of the formalities applicable at the time of reconnection. If it is subsequently established that disconnection was carried out without any fault of the Consumer, the reconnection charges will be reimbursed / adjusted to the Consumer in the subsequent RLNG bills.
- ii. In case of removal of meter / service the Consumer shall apply for reconnection and submit the required documents/information/load requirement along with the cost of reconnection, Security Deposit etc. The cost of reconnection includes CMS/Service line cost, in case the same has been removed prior to reconnection.

21) DISPUTE RESOLUTION

In the event of any difference or dispute arising out of or in connection with the Contract between the Company and the Consumer which cannot be amicably resolved, it shall be referred to the Authority for resolution.

22) MISSING RLNG SUPPLY CONTRACT FORM

If this RLNG Supply Contract signed by the Consumer is missing or not available on record then the standard terms & conditions of the RLNG supply Contract, as approved by the Authority and prevalent on the date of commissioning of RLNG supply shall apply.

23) REQUIRED ENCLOSURES

- i. In case the Consumer being a corporation/company the signatory to the Contract shall produce a resolution passed by the Board of Directors of the Consumer corporation/company authorizing the signatory to sign the RLNG supply Contract and confirming the terms & conditions thereof.
- ii. In case the Consumer is a partnership firm it will produce the attested copy of the registered partnership deed.

24) CONTRACT TERMINATION BY EITHER OF THE PARTIES

- i. Either of the parties hereto may, at their absolute will, terminate this Contract by serving one month's notice of their intention to do so to be given in writing to the other party and this Contract shall remain in force until so determined. In the case of termination of this Contract under this clause, no party shall be entitled to any damages or compensation for any loss or injury, arising from such termination of this Contract.
- ii. In case of termination of the Contract for any cause whatsoever, all claims for RLNG supplied and or services rendered by the Company up to the date of disconnection of RLNG supply shall become forthwith due and payable without notice from the Company and the Consumer shall pay the same on demand. In case of default late payment surcharge shall be payable by the Consumer as per clause 11 (i) of the Contract.

25) UNDERTAKING

- i. The Signatories to the Contract hereby affirm that no such connection at the premises where a RLNG connection is being provided was previously disconnected, on account of non-payment of natural gas and / or other RLNG bills/charges etc.
- ii. It is represented by the Consumer that no outstanding dues exist against any other connection(s) in Consumer's name / CNIC / NTN / GST on SNGPL's system. The Consumer consents that if any such outstanding dues are found to exist against any such connection(s) in Consumer's name / CNIC / NTN / GST, SNGPL shall be authorized to disconnect the present connection and/or any other connection(s) in consumer's name / CNIC / NTN / GST and anything contrary contained in any contract executed between the consumer and SNGPL with regard to such other connection(s) hereby stands superseded / supplemental / revised to that extent.
- iii. All the above mentioned terms and conditions contained in this Contract have been read and understood by the Consumer and the Company, and both the parties undertake and agree to abide by all such terms and conditions in token whereof the Consumer and the Company's authorized representative have affixed their signatures hereunder:

Signed for and on behalf of the Consumer
Authorized Signatory

Signed for and on behalf of
Sui Northern Gas Pipeline Ltd

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~~171~~
27

_____ for Managing Director

Name: _____

CNIC No. _____

Witness: _____

Name: _____

CNIC No. _____

Witness: _____

Name: _____

CNIC No. _____

Landlord's Permission to Install Gas Connection and Undertaking to Pay Outstanding Dues in Case of Default/ Vacation

I/We (Name in Full being the landlord of the above named consumer in respect of the above mentioned premises neither have nor shall have any objection whatsoever to any gas piping, fitting, appliances or accessories being, from time to time, fixed in or removed from the said premises from the outlet of the regulator installed for the purpose of supplying gas to the said premises. I/ We undertake to inform the Company in time in case the tenant vacates the said premises. I also undertake to clear all outstanding dues/ charges on demand in case of vacation of premises/ default by the tenant, as if such amount is due from and payable by me.

Signed by the Landlord

Name: _____

CNIC No. _____

Witness: _____

Name: _____

CNIC No. _____

Witness: _____

Name: _____

CNIC No. _____

For info/necessary action w.r.t. Industrial/ ~~17~~
Commercial Contracts of South Team

~~12/3~~
~~DED-A/~~ ~~DED-H~~
~~12/3~~

~~ED (Gns)~~ ~~12/3~~

~~DED (Mr. Syed)~~



SSGC

Sui Southern Gas Company Limited

No. RA/275/Cond 39
Date: 5 March 2018

pl met up
13/03
[Signature]

Mr. Hammad Sajid Pirzada
Mr. Sajid Zahid Rauf
Dy. Executive Director
Oil & Gas Regulatory Authority,
Plot # 54, ZTE Plaza, Fazal-e-Haq Road,
Near PIA Building, Blue Area,
Islamabad.

Subject: CONTRACT FOR RLNG BASED INDUSTRIAL, COMMERCIAL AND DOMESTIC CONNECTIONS

Dear Sir,

This refers to your above referred letters, forwarding SNGPL draft contract for RLNG Based Industrial, Commercial and Domestic Connections, advising SSGC to provide comments.

We have reviewed the above draft contracts and our comments are as under:

- 1. Comments on Draft Industrial Contract**
Clause 2-1. Security Deposit in form of Pay order, Bank Guarantee/ SBLC may be added.
- 2. Comments on Draft Commercial Contract**
Clause 2-1. Security Deposit in form of Pay order, Bank Guarantee/ SBLC may be added.
- 3. Comments on Draft Domestic Contract**
Clause 1(I)(A). Security Deposit (Refundable) should be on 3 months estimated consumption basis, later on will be revised on the basis of actual consumption.
- 4. Following clauses may be added in Industrial and Commercial RLNG draft contracts:**

Enhancements in RLNG load by existing customers on indigenous gas through same Metering:

- Existing customers on indigenous gas may apply for load enhancement of RLNG.
- In such cases:

[Signature]



Received at TED (Gas) Office
Dt: 12/3/18
Time: 4:00 PM



SUI NORTHERN GAS PIPELINES LIMITED

GAS HOUSE, 21-KASHMIR ROAD, P.O. BOX 56, LAHORE (PAKISTAN)

Ref: RA-GEN-001-18

The Registrar,
Oil and Gas Regulatory Authority,
54-Old ZTE Plaza, G-6/F-6,
Near PIA Building, Fazal-e- Haq Road, Blue Area,
Islamabad.

Subject: CONTRACT OF RLNG BASED DOMESTIC CONNECTION

Dear Sir,
السلام عليكم

It is submitted that the contract of RLNG based individual domestic connection has been revised in accordance with terms and conditions appropriate to RLNG supplies, tariff, security and billing etc.

The draft contract of RLNG based individual domestic connection is enclosed herewith for the approval of the Honorable Authority as per License Condition No. 39 of the License issued to the Company.

Thanking you.

Yours Sincerely,
SUI NORTHERN GAS PIPELINES LTD

Kashif
(KASHIF JAVED)
DY. CHIEF ACCOUNTANT (RA)
for MANAGING DIRECTOR

Encl: as above

192

Account ID

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DEPOSIT PAID	
NO. _____	_____
Amount Rs. _____	_____
Receipt No. _____	Date. _____

SUI NORTHERNGASPIPELINES LIMITED

CONTRACT FOR THE SUPPLY OF RLNG FOR DOMESTIC USE

(In the context of this Contract, RLNG/ Gas Supply means Reliquefied Natural Gas. The Company shall supply RLNG (or natural gas in lieu of RLNG) to the Consumer, on **As and When Available** basis. For the avoidance of doubt it is clarified that since RLNG inducted into SNGPL system shall be commingled with indigenous gas coming from different sources, it shall be indistinguishable from other gas already in the system.

BY THIS CONTRACT, made between SUI NORTHERN GAS PIPELINES LIMITED (hereinafter referred to as "the Company") and (full name, description and postal address of the Consumer for submission of gas bills)

Name in Block Letters _____

CNIC No. _____ House No. _____

Street/Block _____ Locality _____

City/Town _____ Postal Code _____

Telephone No.(Res..) _____ (Office) _____ (Mobile) _____

(herein after called "the Consumer") the Consumer agrees to purchase from the Company and the Company agrees to supply RLNG to the Consumer, at (full description and location of the premises) _____

For Domestic use, only at the above noted premises, as an end consumer on the terms and conditions set forth hereinafter:-

TERMS AND CONDITIONS

1.(I) Immediately upon the execution of this contract by the Consumer, the Consumer shall pay to the Company the sum(s) for the supply of RLNG to the said premises in accordance with the facilities required, as presently fixed, at the rates given below:

A. Security Deposit (Refundable)
Rs. 15,000/- or as amended/ revised from time to time

B. Service-line Charges (Non-refundable)

Rs. 1500/- FOR HOUSE ON A PLOT OF LAND MEASURING UPTO 10 MARLAS or 300 SQ.YARDS

Rs. 3,000/- FOR HOUSE ON A PLOT OF LAND MEASURING MORE THAN 10 MARLAS or 300 SQ. YARDS

- (II) The above charges are subject to revision, from time to time, with the prior approval of Oil and Gas Regulatory Authority (OGRA) established under the Oil and Gas Regulatory Authority Ordinance, 2002.
- (III) The Company may, at its option, use the security deposits for the purposes of the Company from time to time and shall upon disconnection of gas supply to the Consumer return the security deposit as per terms and conditions of this Contract.

2. Price

Subject to the provisions hereinafter made, the Consumer shall pay to the Company for all gas (RLNG) supplied to Consumer at the current rates notified by OGRA. Notwithstanding the foregoing, the Consumer shall be liable to pay the minimum charges, if the consumption during any billing month, falls below the consumption level representing the minimum charges, as notified by OGRA from time to time.

3. METER RENT

The Consumer shall also pay to the Company rent of the meter, presently fixed at the rate of Rs. _____ per month, from the date on which the meter is fixed upto the date when the same shall be removed, provided if the quantity of gas (RLNG) consumption necessitates replacement of meter by a meter of different size, the Consumer shall pay rent of the new meter at the rate prescribed by the Company and approved by OGRA for such meter. The rent of the meter is subject to revision, from time to time, with the prior approval of OGRA.

4. OTHER CHARGES

- (i) In addition to the price of RLNG, meter rent and security deposit the Consumer shall also pay to the Company all taxes or charges levied or imposed by the Government and the OGRA.
- (ii) The Consumer shall be solely and fully responsible for the repair and maintenance of the internal piping / houseline and gas installations after the meter. The Consumer shall service the internal piping/houseline through such contractors/persons as are licensed for this purpose by the Company. The Consumer may, however, request the Company to service the internal piping / houseline on payment of such charges as are fixed by the Company from time to time. The Company, in such an eventuality, shall meet this requirement depending on the availability of manpower and materials.

5. GAS METER AND OTHER COMPANY PROPERTY

- i) All pipes and fittings from the gas main to the property line will be provided by the Company and shall remain Company's Property. All pipes and fittings on

and within the property line will be provided by and installed at the expense of the Consumer and the Company will not be responsible for leakage of Gas from, nor repairs to such pipes or fitting. The main cock, service regulator, inlet pipe of meter and the meter rented from the Company will be fixed and kept in good repair by the Company free of charge.

- ii) Company's meter, the registering index of the meter, pressure regulator(s), pressure recording gauge and meter by-pass valves shall be sealed by the Company's authorized representative using Company's authorized seal in the presence of the Consumer or his authorized representative. The Consumer will then be responsible to ensure that the Company's meter is not tampered with and if any such tampering is found, it shall be at the sole liability of the Consumer. The Company's authorized representative shall check the meter in the presence of the Consumer or his authorized representative and will record after inspection of the meter, its condition and the index number.
- iii) Except in the case of damage due to natural calamity, the consumer shall endeavor to take measures for the safety of the meter as well as the service regulator, main cock valve and inlet pipe of the meter from theft, loss, damage, etc. during the period of this contract since these are fitted for the purpose of ensuring continued gas supply to the consumer at his premises.

6. HOUSELINE INSTALLATION, MODIFICATION AND ALTERATION

- i) All pipes and fitting after the gas meter will be termed as internal piping / "Houeline". It shall be the responsibility of the Consumer that he has the internal piping / houeline and any modification/alteration thereto tested for safe operation to his satisfaction. The Consumer hereby agrees that the houeline will be installed and tested by a licenced contractor/person of the Company (or by the Company's representative) in accordance with the layout plan approved by the Company, before the Gas connection is provided to Consumer's premises.
- ii) The Company shall, prior to providing natural gas to the premises:
 - a) check the installation to ensure that it meets the standards of good workmanship for safe supply of RLNG; and
 - b) test the installation for leaks using the technical standards for testing laid down by the Authority.
- iii) Company has the right to inspect the houeline of the Consumer at all reasonable times to verify proper maintenance and compliance with safety standards.

7. METER INSTALLATION

The gas meter shall normally be installed by the Company at the property boundary/common passage of the Consumer, at an appropriate location as determined by the company in consultation with the Consumer. If, at any time, the

property boundary where the gas meter is installed turns out to be of someone other than the Consumer or if that owner has any objection to the installation of the gas meter, the Company shall be at liberty to remove the gas meter without notice to the Consumer and to disconnect the gas supply till such time that alternate place is provided by the Consumer for the installation of the gas meter, which shall be entirely at the expense of the Consumer. The Company may, if there is some physical limitations, install the meter at the property boundary of another person subject to the Consumer providing "No Objection Certificate" from the owner of that property.

8. FURTHER CONNECTIONS

The Company shall have the right to provide further connections to other parties or premises from the outlet of the regulator installed for the purpose of supplying gas to the above mentioned premises of the Consumer but the cost of any alteration in or addition to the pipes and fittings incidental thereto shall be borne by the Company.

9. METER INSPECTION

No meter shall be connected to or disconnected from the Company's pipe except by the authorized workmen of the Company. The meter shall be inspected periodically. The Company's authorized representative(s) shall have free access at all reasonable times to inspect, adjust, or exchange the meters or other fittings or appurtenances without let or hindrance.

10. METER REGISTER

- (i) The volume of RLNG consumed by the consumer shall be measured by an accurate meter installed by the Company. The volume shall be measured in terms of cubic feet or cubic meters which will be converted to British Thermal Units (BTUs) with the application of gross calorific value measured accurately with appropriate equipment at appropriate location and the consumer shall be billed on the basis of actual BTUs supplied.
- (ii) The register of the meter maintained by the Company shall be prima facie evidence of the volume of RLNG consumed, but should the accuracy of the meter be disputed and the meter be officially tested and be found to register erroneously, the meter shall, if the period of inaccuracy is not known or ascertainable, be deemed to have registered erroneously to the degree so found for the past 60 days and the period of adjustment on either side shall not exceed 60 days. This clause shall not be applicable in case, where the Consumer is found to have been responsible directly or indirectly in tampering with the gas meter in any way. The Company shall not be liable to pay any amount to the Consumer in respect of any such adjustment which will take place by making appropriate adjustments in future or current bills of the Consumer.
- (iii) In case, the meter, for any reason whatsoever, ceases or omits to register regularly the volume of RLNG supplied, the Consumer shall pay to the

Company for the RLNG supplied to him during the period the meter remained out of order or for a period of 12 months, whichever is less, in the following manner:

- (a) Based on the actual bill of the corresponding period of immediately preceding year; or
- (b) If no such record is available, on the basis of bill for the preceding or following 2 months consumption whichever is higher.

11. MEASUREMENT STANDARD:

RLNG shall be supplied at a pressure not exceeding 8 inches of water column above atmospheric pressure. The volume of RLNG shall be recorded in cubic feet or cubic meters on the meter, which shall be converted to energy units i.e. Million British Thermal Units (MMBTU) based on the average BTU per cubic foot (at absolute pressure of 14.65 pounds per square inch and a temperature of 60 degrees Fahrenheit) recorded on the calorimeters and/or gas chromatographs for the particular city/town, village or locality where the consumer is located.

12. BILLING

- (i) The gas bills shall be furnished on monthly basis. The bills on account of gas consumption are payable on demand irrespective of any deposit in hand. The gas bills shall be payable within 15 days of the date of issue shown on the bills. In default thereof, a surcharge equivalent to 10% of the amount of the current monthly bill, shall be payable in addition to the bill amount. After the gas bills have been furnished and paid, if the Company at any time discovers any errors, omissions or discrepancy in any such gas bills due to any reason whatsoever, the Company shall be entitled to bring such discrepancy to the notice of the Consumer and furnish correct gas bill which the Consumer undertakes to pay within 15 days of the date of issue shown on the bill.
- (ii) If the Consumer finds any mistake in the bill, he should bring it to the notice of the Company upon receipt for correction. Any mistake in the bill shall not entitle the Consumer to withhold payment of the bill in time and an adjustment, if required, shall be made in the following bills. Similarly, if the Company finds any mistake in the bill sent to the consumer, the Company shall, upon having discovered the mistake, be entitled to send the correct bill and the Consumer shall be liable to pay the same provided that no correction or adjustment can be claimed by either party after lapse of six months from the date of issue of the bill.
- iii) In case meter cannot be read due to any reason, the Company shall submit provisional bill based on the consumption of corresponding period of immediately preceding year and if that is not available, on seasonal average of domestic consumers, or any other reasonable basis as the Company may deem fit and the Consumer shall make payment against that bill within due date. The Company shall adjust the estimated consumption against actual

reading in the following billing period and will bill the Consumer for the difference. The Consumer shall make payment against each bill within due date.

13. PAYMENT

- (i) All bills pertaining to RLNG consumption and/or other charges are payable within 15 days of the date of issue (hereinafter referred to as "due date"), as shown on the bills.
- ii) The responsibility for making payment is that of the Consumer. If the first bill is not received by the Consumer within 90 days of commissioning of gas supply and thereafter if any subsequent bill is not received by the Consumer, within 25 days after the last bill's due date, the Consumer shall communicate with the Company in order to ascertain his liability for payment and obtain a duplicate bill. If the Consumer fails to pay the bill by the due date, the Company shall be entitled to terminate this Contract, disconnect the supply of gas and to remove its gas meter and other equipment after serving due notice of disconnection. A notice printed on the gas bill conspicuously shall be considered sufficient for this purpose. All bills sent by the Company at the registered address, by ordinary post or delivered by hand at the said address shall be considered sufficient delivery of the bills/notices to the Consumer by the Company intimating the Consumer's liability to payment for gas consumed.
- (iii) Payment shall be made within the due date either, in Cash or through a Bank Pay Order or any other authorized mode of payment in favour of "SuiNorthern GasPipelines Ltd." to the authorized banks or any other authorized collecting agent. Payment by cheque will not be considered payment unless it is realized. If any cheque is not realized within 7 days from the date of deposit in the Bank by the Company the supply of gas shall be rendered liable to disconnection and this Contract to termination by the Company.
- iv) Payment must be made on or before the due date failing which the supply of gas is liable to be terminated after serving due notice of disconnection. Notwithstanding such disconnection/ termination of gas supply, the Consumer shall pay to the Company the full amount of gas bill upto and including the date of disconnection together with the late payment surcharge accrued thereon as stipulated in clause 12 (i) above.
- v) The Consumer hereby affirms that no such connection at the premises where a gas connection is being provided, was previously disconnected, on account of non-payment of gas bills/charges etc. and understands that, in case, the position is found otherwise, the Consumer shall be liable to clear/pay such dues/charges on demand as if such amount is due from and payable by him. Provided that this clause shall not apply to Government owned / allocated premises for which the Company shall recover the dues ,if any, from the previous occupant directly or through his parent department or through Estate Management office.

- vi) It is represented by the consumer that no outstanding dues exist against any other connection (s) in consumer's name on SNGPL system. The consumer consents that if any such outstanding dues are found to exist against any such connection(s) in the consumer's name, SNGPL shall be authorized to disconnect the present connection and/ or any other connection(s) in the consumer's name provided that this clause shall not apply to Government owned / allocated premises for which the Company shall recover the dues, if any, through parent department or through Estate Management office.

14. UNAUTHORIZED CONNECTION

The Consumer shall not obtain or extend any connection to or from his premises from any other un-authorized source.

15. COMPANY'S RIGHT TO REDUCE OR INTERRUPT SUPPLIES

- i) As the input of LNG, its regasification into RLNG from terminal, and conveyance/transportation of it over long distances are subject to accidents, interruptions and failures and the lines and equipment to malfunctioning, breaking, freezing, and closing, which cannot be foreseen or prevented by reasonable care or expenditure and as the supply of gas and transportation facilities are limited, the Company does not by this Contract undertake to furnish to the Consumer a full and uninterrupted supply of gas but only to furnish such supply and for such length of time as it reasonably can, and it is expressly agreed to by the Consumer that the Company shall not be liable for any loss, or damage or injury that may result either directly or indirectly from shortages or interruptions in the supply of gas or from discontinuance thereof due to the said reasons or as a result of labour strikes, lockouts, riots, civil commotions, hostilities, wars, epidemics, calamities, natural disasters or causes beyond the ordinary reasonable control of the Company.
- ii) The Company shall have the right to close or interrupt gas supply to the Consumer's premises for short periods for carrying out necessary extension, repair and/or alteration work in the Company's pipelines, equipment and devices or any alteration in the common houseline.

16. INDEMNIFICATION

The Consumer, knowing the inflammable character of gas, shall take all precautions in its use, maintenance of gas installations and shall provide adequate ventilation to exhaust accumulation of gas due to leakage if any, on his premises and shall be solely responsible for any loss, damages, injury or accident resulting directly or indirectly and for any reasons whatsoever from gas or gas installations. The Consumer hereby agrees to indemnify the Company against all demands and claims for any such loss, damage, injury or accident. The Consumer hereby indemnifies the

Company against all costs, losses and damages sustained by the Company as a consequence of any act or omission of the Consumer or any employee, officer, agent, representative, contractor or invitee of the Consumer and will reimburse to the company any cost incurred by company.

17. SIGNING OF CONTRACT

This Contract shall not be binding nor in force until approved and signed by an authorized officer of the Company and no promises or agreements or representation of any agent or employee made in soliciting the same or otherwise, shall be recognized or managed by the Company or shall form part of the Contract unless incorporated herein.

18. CONTRACT TERMINATION ON VIOLATION OF TERMS OF THE CONTRACT

- (I) This Contract shall be subject to cancellation by the Company at any time for any of the following causes:
- i) Neglect or default of the Consumer to pay the bills rendered by the Company for any month's supply of gas or other dues payable by the Consumer within the period specified in clause 12 hereof.
 - ii) Any action by OGRA, Municipal Authorities, Improvement Trust, Local Bodies, or any Government authorities or any legal proceeding against the Company by any party interfering with the Company's right to supply gas or collect dues payable to the Company hereunder.
 - iii) Any action by the Consumer to secure gas through his meter for purposes other than that mentioned hereinabove or for another party without written consent of the Company;
 - iv) Any action by the Consumer tending to secure more gas than the meter registers or to secure gas through the said meter at a higher pressure than that at which the regulators are set by the Company or any interference by the Consumer with the meters or regulators tending to prevent the same from properly operating and correctly registering.
 - v) Violation of or default in compliance with any of the terms and conditions of this contract.
 - vii) Any major alteration, addition or extension to the existing gas installation carried out by the Consumer without obtaining prior approval of the Company in writing.
- (II) In case of termination of this Contract for any cause whatsoever, all claims for gas supplied and or services rendered by the Company upto the date of disconnection of gas supply shall become forthwith due and payable without notice from the Company and the Consumer shall pay the same on demand.

- (III) This Contract shall stand cancelled if the person, premises and/or the purpose for which the gas is supplied under this Contract, have been transferred or assigned in favour of any other person, body corporate or firm, with effect from the date of such transfer or assignment. The Company shall have the right to discontinue supply and to remove any or all of its property from the premises unless a fresh Contract is signed by the new owner/occupier of the premises or property in question. On the transfer/assignment of the premises the security deposit may be transferred by the Consumer and thereafter the same will be held by the Company, as security deposit in favour of the new occupant, and execution of a notice to this effect shall be sufficient proof of such transfer, and the Consumer shall cease to have any right of action against the Company in respect of such security deposit.

19. TAMPERING OF GAS INSTALLATIONS

If meter, regulator, service pipe or other installations at the Consumers premises are found to have been tampered in any way in order to secure more supply for the Consumer than is recorded on the meter or to obtain gas at a higher pressure than maintained by the Company, the Consumer shall be liable to pay to the Company gas charges commensurate with the Consumer's consumption of gas ascertained by the Company for this period in accordance with company's policy on theft of gas, duly approved by OGRA.

20. RECONNECTION

If supply of gas to the Consumer is disconnected for any reason whatsoever, it shall be reconnected only after the Consumer has paid the usual reconnection charges of the Company, and has cleared arrears in full or as may be mutually agreed between the Company and the Consumer, subject to completion of the formalities applicable at the time of reconnection. .

21. DISPUTE RESOLUTION

In the event of any difference or disputes arising out of or in connection with the contract between the company and the consumer which can not be amicably resolved, it shall be referred to OGRA for resolution in pursuance of Section 6 (2) (k) of OGRA Ordinance, 2002.

22. If this Gas Supply Contract form signed by the Consumer is missing or not available then the standard terms & conditions of the gas supply contract, as approved by OGRA and prevalent on the date of commissioning of gas supply shall apply.

23. All the above mentioned terms and conditions contained in this contract have been read and understood by the Consumer, and a copy of terms and conditions has been received by the Consumer and the Consumer undertakes and agrees to

abide by all such terms and conditions in token whereof the Consumer has affixed his signature hereunder:

Date _____

Signed by the Consumer

Signed for and on behalf of
Sui Northern Gas Pipelines Limited

For Managing Director

Witness

Witness

Name & CNIC

Name & CNIC

Landlord's Permission to Install Gas Connection and Undertaking to Pay Outstanding Dues in Case of Default/ Vacation

I/We (Name in Full being the landlord of the above named consumer in respect of the above mentioned premises neither have nor shall have any objection whatsoever to any gas piping, fitting, appliances or accessories being, from time to time, fixed in or removed from the said premises from the outlet of the regulator installed for the purpose of supplying gas to the said premises. I/ We undertake to inform the Company in time in case the tenant vacates the said premises. I also undertake to clear all outstanding dues/ charges on demand in case of vacation of premises/ default by the tenant, as if such amount is due from and payable by me.

Signed by the Landlord

Name:

CNIC

No.

Witness:

Name:

CNIC No. _

Witness:

Name:

CNIC No.



SUI NORTHERN GAS PIPELINES LIMITED

GAS HOUSE, 21 KASHMIR ROAD, P.O. BOX 56, LAHORE (PAKISTAN)

Ref: RA-LIC(39)-016-18

November 07, 2018

The Registrar

Oil and Gas Regulatory Authority,
54-Old ZTE Plaza, G-6/F-6,
Near PIA Building, Fazal-e- Haq Road, Blue Area,
Islamabad.

Thru' Courier/Fax

Subject: APPROVAL OF SUPPLEMENT CONTRACT FOR CHARGING OF ENHANCED LOAD BY COMMERCIAL CONSUMERS ON RLNG TARIFF

Dear Sir,
السلام عليكم

The Management Committee in its meeting held on 30-07-2018 has decided to regularize the enhanced loads of commercial consumers provided they are willing that enhanced loads to be billed to them at RLNG tariff. In this regard, the Company has drafted a Supplemental Agreement for Charging of enhanced load by commercial consumers at RLNG tariff (copy attached as Annexure-A).

In view of above, it is requested that the honourable Authority to grant approval of Supplemental Agreement enabling us to charge enhanced load to commercial consumers at RLNG tariff.

Thanking you.

-Yours Sincerely,
SUI NORTHERN GAS PIPELINES LTD


(LIAQAT ALI)
CHIEF OFFICER (RA)
for GENERAL MANAGER (RA)

30

THIS SUPPLEMENTAL AGREEMENT is made at _____ on this the ____ day of _____, 201__

BY AND BETWEEN

SUI NORTHERN GAS PIPELINES LIMITED, a public limited company incorporated under the laws of Pakistan, with its registered office at 21- Kashmir Road, Lahore (hereinafter referred to as "**Company**", which expression shall, where the context so permits, include its permitted successors and assigns);

_____ (insert full name, status and address of legal entity) (acting through its duly authorized representative _____) (hereinafter referred to as the "**Consumer**" which expression shall, where the context so permits, include its permitted successors and assigns).

WHERE BY:

- 1) Existing gas load of the consumer from -----MMCFD shall be enhanced to ----- MMCFD. The enhanced load of -----MMCFD shall be supplied against RLNG.
- 2) The company shall provide and bill the additional supplies on RLNG tariff as determined and notified by the competent authority from time to time (enhanced load ----- MMCFD on RLNG in addition to the base load ----- MMCFD on system gas.
- 3) The consumer shall deposit additional security calculated for additional RLNG based load on RLNG tariff.
- 4) This agreement is supplemental to the existing Contract for supply of gas, already executed between the Company and the Consumer. All terms contained in the existing Contract for supply of gas shall apply, unless otherwise amended through this supplemental agreement. The terms of this supplemental agreement shall supersede the relevant terms of the existing contract, for the purpose of supply of RLNG only.
- 5) Change in tariff/ required security deposit amount/ Any Rules / Procedures notified from time to time by the GOP and or Seller will be applicable on the RLNG Supply.

SUI NORTHERN GAS PIPELINES LIMITED

By: _____

Name: _____

Title: _____

Date: _____

Witnesses:

1. _____

2. _____

By: _____

Name: _____

Title: _____

Date: _____

Witnesses:

1. _____

2. _____