

January 19, 2022  
No. OGRA/PGNC/01/2022,

To:  
The Registrar,  
Oil & Gas Regulatory Authority (OGRA)  
54-B, Fazal-e-Haq Road, Blue Area,  
Islamabad.

The Senior Executive Director – Gas,  
Oil & Gas Regulatory Authority (OGRA)  
54-B, Fazal-e-Haq Road, Blue Area,  
Islamabad.

**SUBJECT: PROPOSED AMENDMENTS IN THE PAKISTAN GAS NETWORK CODE**

With reference to OGRA's letter dated 23<sup>rd</sup> December, 2021, Energas Marketing Private Limited ("EMPL") has been asked to furnish its recommendations for amendments in the Pakistan Gas Network Code ("Code"), as set out under Article 21 of the Code. Therefore, please find enclosed with this letter a table (Annexure) containing EMPL's recommendations for the consideration of OGRA and for presentation to the Modification Panel.

Yours Sincerely,



*Mr. Anser Ahmed Khan*

Mr. Anser Ahmed Khan  
Chief Executive Officer  
Energas Marketing (Private) Limited

Annexure: Proposed amendments in the Pakistan Gas Network Code  
Copy to: Chairman OGRA ✓  
~~Minister for Energy, Petroleum Division.~~  
Federal Secretary, Petroleum Division, Ministry of Energy.  
Director General, Directorate of Liquefied Gas, Petroleum Division.

# ANNEXURE – PROPOSED AMENDMENTS IN THE PAKISTAN GAS NETWORK CODE

S. No.	Existing Clause	Revised clause with proposed amendments
<b>Article 2: Capacity</b>		
1.	<p><b>2.1 Transportation Obligation</b></p> <p>(a) In consideration of tariff payable by the shipper the transporter shall take delivery of the specification gas made available to it by the shipper at an entry point, up to the maximum of the shipper's contracted capacity at that entry point, transport all the specification gas through the system and deliver the energy equivalent quantity of system gas subject to adjustment for SUG, TL and LP quantities in accordance with the terms of the network code to relevant exit points designated by the Shipper , up to the maximum of the shipper's contracted capacity at each relevant exit point. The transporter shall use its reasonable endeavors to effect delivery at the exit points in accordance with the nominations of the shipper under Article 7.</p> <p>(b) The transportation services provided by the transporter shall consist of firm services, interruptible services and other services approved by the Authority from time to time, where:</p> <p>(i) Firm services are the transporter's obligation to transport gas as required and on an uninterruptible basis. Curtailment of firm services by the transporter is only permitted in case of emergency and force majeure (as set out in Article 14) and agreement with the hierarchy of curtailment set out in the applicable policy of the Government.</p>	<p><b>2.1 Transportation Obligation</b></p> <p>(a) In consideration of tariff payable by the shipper the transporter shall take delivery of the specification gas made available to it by the shipper at an entry point, up to the maximum of the shipper's contracted capacity at that entry point, transport all the specification gas through the system and deliver the energy equivalent quantity of system gas subject to adjustment for SUG, TL and LP quantities in accordance with the terms of the network code to relevant exit points designated by the Shipper , up to the maximum of the shipper's contracted capacity at each relevant exit point. The transporter shall <del>use its reasonable endeavors to effect</del> ensure delivery at the exit points in accordance with the nominations of the shipper under Article 7.</p> <p>(b) The transportation services provided by the transporter shall consist of firm services, interruptible services and other services approved by the Authority from time to time, where:</p> <p>(i) Firm services are the transporter's obligation to transport gas as required and on an uninterruptible basis. Curtailment of firm services by the transporter is only permitted in case of emergency and force majeure (as set out in Article 14) and agreement with the hierarchy of curtailment set out in the applicable policy of the Government.</p> <p>The Transporter must give equal priority to the Shipper as to other firm users of pipeline capacity and, in the case of any curtailment of pipeline capacity, the Transporter must treat the Shipper equally, fairly and reasonably in the circumstances with all other firm users of pipeline capacity.</p>

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S. No.	Existing Clause	Revised clause with proposed amendments
2.	<p><b>2.4 Capacity Application and Allocation</b></p> <p>(a) The shipper may apply for firm and/or interruptible capacity at relevant entry points and exit points. The capacity application shall include the following information:</p> <p>(i) The identity of the shipper;</p> <p>(ii) The entry point and exit point where the shipper wishes to hold such capacity;</p> <p>(iii) The proposed capacity start date, the proposed capacity end date and the capacity duration, which shall be for a period of not less than one (1) year for the firm capacity and not more than [six (6) months] for the interruptible capacity (or such other period as may be approved by the Authority);</p> <p>(d) The Transporter shall consider applications and shall allocate capacity to the Shipper(s) at each entry point and exit point on a first-come-first-served basis, and shall report each capacity allocation to the Authority within seven (7) days of the allocation.</p>	<p><b>2.4 Capacity Application and Allocation</b></p> <p>(a) The shipper may apply for firm and/or interruptible capacity at relevant entry points and exit points. The capacity application shall include the following information:</p> <p>(i) The identity of the shipper;</p> <p>(ii) The entry point and exit point where the shipper wishes to hold such capacity;</p> <p>(iii) The proposed capacity start date, the proposed capacity end date and the capacity duration, which shall be for a period of not less than three (3) months <del>one (1) year</del> for the firm capacity and not more than [three (3) <del>six (6)</del> months] for the interruptible capacity (or such other period as may be approved by the Authority);</p> <p>(d) The Transporter-shall consider applications and shall allocate capacity to the Shipper(s) at each entry point and exit point on a first-come-first-served basis or the basis of any Federal Cabinet directives, which shall prevail under all circumstances, and shall report-each capacity allocation to the Authority within seven (7) days of the allocation.</p>
3.	<p><b>2.5 Capacity Overruns</b></p> <p>Table 1-Summary of Overrun charges for differing tolerances.</p>	<p><b>2.5 Capacity Overruns</b></p> <p>Table 1-Summary of Overrun charges for differing tolerances.</p> <p><b>Amendment in Article 2.5 through OGRA letter dated 30<sup>th</sup> July, 2021</b></p> <p>The revised mechanism approved by OGRA vide its letter dated 30<sup>th</sup> July, 2021 should not be limited to six (6) months.</p>

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S. No.	Existing Clause	Revised clause with proposed amendments
<b>Article 3: Balancing</b>		
4.	<b>3.1 General</b>  (c) Unless there is any manifest error in the reconciliation of gas, the quantities shown in it will be final.	<b>3.1 General</b>  (c) Unless there is any manifest error in the reconciliation of gas, the quantities shown in it will be final provided the Shipper is allowed at least 24 hours to reconcile the quantities. In the event of any error, the Shipper may request for an audit by the Authority
5.	<b>3.7 Daily Discipline</b>	<b>3.7 Daily Discipline</b>  <b>Amendment in Article 3.7 through OGRA letter dated 30<sup>th</sup> July, 2021</b>  The revised mechanism approved by OGRA vide its letter dated 30 <sup>th</sup> July, 2021 should not be limited to six (6) months. Under the revised mechanism, the excess / shortfall gas quantities shall be settled at 100% of the neutral market price.
6.	<b>3.10 Neutral Market Price</b> (a) The Transporter will prepare and keep under review a technical methodology for determining one or more neutral market prices for approval by the Authority.	<b>3.10 Neutral Market Price</b> (a) The Transporter will prepare and keep under review a technical methodology for determining one or more neutral market prices for approval by the Authority.  The neutral market price should be the notified OGRA RLNG price for respective month as applicable for transmission and distribution exit.
<b>Article 5: Entry Points</b>		
7.	<b>5.4 Shipper's Gas Deliveries</b> (c) The shipper shall use its best endeavours to ensure that gas is delivered or tendered for delivery to an Entry Point a) a flow rate equivalent to one twenty fourth of the daily contracted capacity per hour.	<b>5.4 Shipper's Gas Deliveries</b> (c) The shipper shall use its best endeavours to ensure that gas is delivered or tendered for delivery to an Entry Point a) a flow rate equivalent to one twenty fourth of the daily contracted capacity per hour.

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S. No.	Existing Clause	Revised clause with proposed amendments
8.	<p><b>5.5 Entry Restrictions</b></p> <p>(a) Subject to the provisions of the network code, the Transporter will be relieved of its obligation to accept all or part of the specification gas tendered for delivery at an entry point to the extent that, by reason of an emergency, maintenance or an event of force majeure, the Transporter is either unable to accept delivery of the specification gas tendered by the Shippers for delivery or its ability to do so is impaired, provided that the Transporter shall use its reasonable efforts not to reject specification gas at the entry points.</p>	<p><b>5.5 Entry Restrictions</b></p> <p>(a) Subject to the provisions of the network code, the Transporter will be relieved of its obligation to accept all or part of the specification gas tendered for delivery at an entry point to the extent that, by reason of an emergency, maintenance or an event of force majeure, the Transporter is either unable to accept delivery of the specification gas tendered by the Shippers for delivery or its ability to do so is impaired, provided that the Transporter shall use its reasonable efforts not to reject specification gas at the entry points.</p> <p>However, all unscheduled maintenance shutdowns/breakdowns shall be investigated by the Authority, and if the cause is determined to be negligence or default on part of the Transporter, the Shipper shall have the right to claim damages.</p>
9.	<p><b>6.4 – Non-acceptance of Specification Gas by the Shipper</b></p>	<p><b>6.4 – Non-acceptance of Specification Gas by the Shipper</b></p> <p>(c) In case Transporter delivers Off-spec Gas at Exit Point, Shipper shall have the right to refuse to accept the Gas in which case the Transporter shall pay Liquidated Damages to the Shipper. However, in case the Shipper accepts such Off-spec Gas with prior written notice of the actual specification, the Transporter shall not be liable to pay any Liquidated Damages, other damages or any other charges to the Shipper.</p> <p>(d) In case Transporter delivers Off-spec Gas at Exit Point and the Shipper does not have prior written notice of the actual specification and such Gas causes any damage to the equipment of the Shipper or of its retail consumer or wholesale customer of the Shipper, the Transporter shall be liable to fully indemnify the Shipper immediately upon demand of the Shipper to make good such loss.</p>

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S. No.	Existing Clause	Revised clause with proposed amendments
<b>Article 7: Nominations and Renominations</b>		
10.	<p><b>7.7 Scheduling Charges</b>                      (d) The scheduling charge shall be                      (i) [Rs. 25/MMBTU] for scheduling errors greater than +10% but less than +20%.                      (ii) [Rs. 50/MMBTU] for scheduling errors greater than +20%.                      (iii) [Rs. 25/MMBTU] for scheduling errors greater than -10% but less than -20%.                      (iv) [Rs. 50/MMBTU] for scheduling errors greater than -20%.</p>	<p><b>7.7 Scheduling Charges</b>                      (d) The scheduling charge shall be                      (i) [Rs. 25 5/MMBTU] for scheduling errors greater than +10% but less than +20%.                      (ii) [Rs. 50 10/MMBTU] for scheduling errors greater than +20%.                      (iii) [Rs. 25 5/MMBTU] for scheduling errors greater than -10% but less than -20%.                      (iv) [Rs. 50 10/MMBTU] for scheduling errors greater than -20%.                      The charges shall be on an incremental basis.</p>
11.	<p><b>Article 8.1: Delivery of Gas: Title and Risk</b></p> <p>Title of gas delivered at entry point shall remain vested in the shipper till the gas reaches exit point and the risk shall vest in the transporter during the transportation of gas.</p>	<p><b>Article 8.1: Delivery of Gas: Title and Risk</b></p> <p><del>Title of gas delivered at entry point shall remain vested in the shipper till the gas reaches exit point and the risk shall vest in the transporter during the transportation of gas.</del></p> <p>The title of the Gas shall always be with the Shipper and the Transporter warrants that all Gas delivered at an Exit Point will be free of any encumbrance. All risks in and associated with the Gas from the time it is delivered by the Shipper to the Transporter at the Delivery point until redelivered by the Transporter at the Redelivery Point shall be borne by the Transporter. Any loss of Gas during the transportation except for the SUG, TL and LP as agreed shall be compensated by the Transporter</p>
<b>Article 11: Specifications: Quality and Pressure</b>		
12.	<p><b>11.1 Quality</b>                      (b) The transporter shall have no obligation to accept off-specification gas from the shipper.</p>	<p><b>11.1 Quality</b>                      (b) The transporter shall have no obligation to accept off-specification gas from the shipper.</p> <p>Provision of 3 hours' advance notice requirement to be incorporated if the Transporter decides to curtail / stop delivery Shipper's Gas due to</p>

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		non-conforming Gas being provided. The Shipper shall immediately curtail / stop delivery of such Gas at the Entry Point.
13.	<p><b>11.1 Quality</b>                      (c) In the event that off-specification gas is delivered to an entry point on behalf of the skipper without prior written permission of the Transporter and as a result thereof there is damage to the Transporter's system, then the Shipper shall reimburse the Transporter any reasonable cost and expenses pro rata to the volume belonging to the Shipper, including but not limited to losses resulting from third party claims, incurred by the Transporter, as Certified by the Transporter's external auditors, in reimbursing, clearing, clearing, reinstating and/or repairing of the aforesaid the Transporter's system as may be necessary, in each such event following the Transporter's taking such off- specification gas, subject to such restrictions as may be provided by the access agreement and Article 20.</p>	<p><b>11.1 Quality</b>                      (c) In the event that off-specification gas is delivered to an entry point on behalf of the Shipper without prior written permission of the Transporter and as a result thereof there is damage to the Transporter's system, then the Shipper shall reimburse the Transporter any reasonable cost and expenses pro rata to the volume belonging to the Shipper, including but not limited to losses <del>resulting from third party</del> <del>claims</del>, incurred by the Transporter, as Certified by the Transporter's external auditors, in reimbursing, clearing, clearing, reinstating and/or repairing of the aforesaid the Transporter's system as may be necessary, in each such event following the Transporter's taking such off- specification gas, subject to such restrictions as may be provided by the access agreement and Article 20.</p>
14.	<p><b>11.2 Pressure</b>                      (b) The specification gas tendered by the Shipper at an entry point shall be delivered as system gas at the supply pressure specified at the exit points except where there are system's operational constraints.</p>	<p><b>11.2 Pressure</b>                      (b) The specification gas tendered by the Shipper at an entry point shall be delivered as system gas at the supply pressure specified at the exit points except where there are system's operational constraints, which will be duly notified to the Transporter by the Shipper as soon as the Shipper becomes aware of such operational constraints. If these operational constraints are not overcome by the Shipper within 12 hours of becoming aware of such operational constraints, then the Transporter shall be eligible to claim reasonable damages (subject to proof of the same) resulting from the inefficiency caused by the lower pressures.</p> <p>(c) The specification Gas tendered by the Transporter at the Exit Point shall be delivered as system Gas at the supply pressure specified at the Exit Point(s), except where there are system's operational constraints. Such constraints shall be addressed and resolved by the Transporter within 12 hours, failing which the Transporter shall be liable to pay to</p>

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		<p>the Shipper damages resulting from such lower pressure. The Transporter hereby fully indemnifies the Shipper for any and all losses and damages incurred by or caused to the Shipper due to such lower pressure.</p>
		<p><b>Article 13: Operation, Maintenance and Repair of Facilities</b></p>
15.	<p><b>13.1 Repair &amp; Unscheduled Maintenance</b>                      In the event that a part or parts of the gas pipeline Transportation system is damaged or is otherwise incapable of enabling full performance of the Transportation obligations under this code, the Transporter shall repair and reinstate the affected sections of the system on a reasonable endeavors basis. In every such case, capacity may be reduced accordingly until the repair is completed.</p>	<p><b>13.1 Repair &amp; Unscheduled Maintenance</b>                      In the event that a part or parts of the gas pipeline Transportation system is damaged or is otherwise incapable of enabling full performance of the Transportation obligations under this code, the Transporter shall repair and reinstate the affected sections of the system on a reasonable endeavors basis. In every such case, capacity may be reduced accordingly until the repair is completed.                      However, all unscheduled maintenance shutdowns/breakdowns shall be investigated by the Authority, and if the cause is determined to be negligence on the part of the Transporter, the Shipper shall have the right to claim damages.</p>
16.	<p><b>13.2 Maintenance</b>                      (a) The transporter and the shipper shall use their respective reasonable endeavours to co-ordinate in advance the carrying out of maintenance anticipated to require a reduction or cessation of deliveries of specification gas hereunder or impair the ability of any of the parties to take delivery of such specification gas. The parties shall consult with each other regarding their respective maintenance requirements for the following year and shall provide each other with such information as may be reasonably requested and shall endeavour to set a mutually agreeable maintenance period.                      (c) The Transporter shall have no liability for failure to accept specification gas and delivery of system gas as a result of any maintenance in accordance with this Article.</p>	<p><b>13.2 Maintenance</b>                      (a) The transporter and the shipper shall use their respective reasonable endeavours to co-ordinate in advance the carrying out of maintenance anticipated to require a reduction or cessation of deliveries of specification gas hereunder or impair the ability of any of the parties to take delivery of such specification gas. The parties shall consult with each other regarding their respective maintenance requirements for the following year and shall provide each other with such information as may be reasonably requested and shall endeavor to set agree a mutual scheduled agreeable maintenance period.                      (c) The Transporter shall have no liability for failure to accept specification gas and delivery of system gas as a result of any pre-scheduled maintenance in accordance with and subject to the</p>



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S. No.	Existing Clause	Revised clause with proposed amendments
		<p>provisions of this Article, adequate notice of which shall be provided to the Shipper by the Transporter.</p> <p>However, the Transporter shall make available on an “as available basis” additional pipeline capacity to the shipper to make up the lost quantity in the following month.</p> <p>(d) The scheduled maintenance period of each Party shall not exceed [•] ([•]) Days in aggregate in any given year and shall not be undertaken more than [•] ([•]) times in a year by each Party.</p> <p>(e) Subject to the provisions of the Network Code, the Transporter will be relieved of its obligation to accept all or part of the specification Gas tendered for delivery at an Entry Point to the extent that, by reason of an emergency, maintenance (subject to the limits in this Article) or an event of force majeure, the Transporter is either unable to accept delivery of the specification Gas tendered by the Shippers for delivery or its ability to do so is impaired, provided that the Transporter shall use its reasonable efforts not to reject specification Gas at the Entry Point. However, all unscheduled maintenance shutdowns/breakdowns shall be investigated by the Authority, and if the cause is determined to be negligence on the part of the Transporter, the Transporter shall be liable for any and all losses incurred by the Shipper.</p> <p>(f) Any emergency declaration as per the Network code, shall be reported to the Authority by the Transporter. The Authority shall determine if the emergency is due to the negligence of the Transporter or due to any other reasons not in control of any Party. In case of the former, the Transporter shall be liable for any and all losses incurred by the Shipper.</p>

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S. No.	Existing Clause	Revised clause with proposed amendments
<b>Article 14: Emergencies</b>		
17.	<b>14.2 Emergency</b> <b>(b)</b> An emergency may exist: (i) By reason of or escape, or suspected escape, of gas; or (ii) In circumstances which, in the opinion of the Transporter	<b>14.2 Emergency</b> <b>(b)</b> An emergency may exist: (i) By reason of or escape, or suspected escape, of gas; or (ii) In circumstances which, in the opinion of the Transporter Authority, to constitute an emergency:
18.	<b>14.9 Costs</b> <b>(a)</b> Subject to any audit, the Transporter shall: (i) Not be liable for any costs incurred by a Shipper which arise out of an emergency; and (ii) Be cash neutral with regard to any costs incurred by the Transporter in respect of an emergency	<b>14.9 Costs</b> <b>(a)</b> Subject to any audit, the Transporter shall: (i) Not be liable for any costs incurred by a Shipper which arise out of an emergency, unless the Authority has determined that the emergency was caused by negligence or default of the Transporter, in which case the Shipper will be eligible to claim all damages; and (ii) Be cash neutral with regard to any costs incurred by the Transporter in respect of an emergency
<b>Article 16: Dispute Resolution</b>		
19.	<b>16.4 Gas theft</b> <b>(a)</b> Notwithstanding the above, cases related to the theft of gas shall not be referred to a technical expert or arbitration, rather such cases if not settled as per 16.1, shall be dealt with in accordance with the relevant laws for the time being in force.	<b>16.4 Gas theft</b> <b>(a)</b> Notwithstanding the above, cases related to the theft of gas, as referred in Article 18.7, shall not be referred to a technical expert or arbitration, rather such cases if not settled as per 16.1, shall be dealt with in accordance with the relevant laws for the time being in force.
<b>Article 18: Invoicing, Payment and Gas Theft</b>		
20.	<b>18.2 Payment of Tariff Invoices</b> The Shipper shall make payment against the tariff invoice within seven (07) days from the date of issuance of such invoice into the bank account as notified by the Transporter to the Shipper	<b>18.2 Payment of Tariff Invoices</b> The Shipper shall make payment against the tariff invoice within <del>seven (07)</del> fourteen (14) days from the date of issuance of such invoice into the bank account as notified by the Transporter to the Shipper. Furthermore, the Shipper shall have 7 days from issuance of invoice to submit an objection.
21.	<b>18.3 Surcharge on Late Payments</b> If the full amount of any Tariff invoice or payment due from the Shipper to the Transporter is not paid when due, any unpaid amount thereof shall bear a late payment surcharge at the rate of 1.5% per Month for the default within one Year and at the rate of 2% per Month	<b>18.3 Surcharge on Late Payments</b> If the full amount of any Tariff invoice or payment due from the Shipper to the Transporter is not disputed and is not paid when due, any unpaid amount of such undisputed amounts shall bear a late payment surcharge at the rate of <del>1.5%</del> 0.5% per Month for the default

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S. No.	Existing Clause	Revised clause with proposed amendments
	for the default after one (1) Year from and including the Day following the due date of such Invoice up to and excluding the date when payment is made.	within one Year and at the rate of 2%1% per Month for the default after one (1) Year from and including the Day following the due date of such Invoice up to and excluding the date when payment is made.
22.	<p><b>18.4 Set off</b></p> <p>The shipper shall not reduce or set off any amounts from the Tariff payable by it to the Transporter under the access agreement under any circumstances what so ever.</p>	<p><b>18.4 Set off</b></p> <p><del>The shipper shall not reduce or set off any amounts from the Tariff payable by it to the Transporter under the access agreement under any circumstances what so ever.</del> The Shipper shall have the right to set-off any claims against the Transporter from the Transportation Tariff payable to the Transporter.</p>
23.	<p><b>18.5 Other Invoices</b></p> <p>If any amounts are due from the Shipper to the Transporter under the access arrangement and if provision for the invoicing of that amount due is not made elsewhere in the access arrangement, then the Transporter shall furnish an invoice along with pertinent information showing the basis for the calculation thereof. Payment shall be due within seven (7) Business Days after issuance of such invoice and late payment shall attract late payment surcharge at the rate mentioned in Article 18.3.</p>	<p><b>18.5 Other Invoices</b></p> <p>If any amounts are due from the Shipper to the Transporter under the access arrangement and if provision for the invoicing of that amount due is not made elsewhere in the access arrangement, then the Transporter shall furnish an invoice along with pertinent information showing the basis for the calculation thereof. Payment shall be due within <del>seven (7)</del> Fourteen (14) Business Days after issuance of such invoice and late payment shall attract late payment surcharge at the rate mentioned in Article 18.3. The rates for such other invoices shall be approved by OGRA.</p>
24.	<p><b>18.7 Gas Pilferage/Theft</b></p> <p>(a) If any retail consumer or wholesale customer of the Shipper is found involved in gas pilferage/theft by the Transporter, the Transporter may without prejudice to any other rights/remedies available to it under the applicable law, suspend the delivery of gas to that retail consumer or wholesale customer.</p>	<p><b>18.7 Gas Pilferage/Theft</b></p> <p>(a) If any retail consumer or wholesale customer of the Shipper is found involved in gas pilferage/theft by the Transporter, the Transporter may without prejudice to any other rights/remedies available to it under the applicable law, send a notice to the customer and report to the Authority. If a satisfactory response is not furnished within 24 hours of notice, the Transporter shall have the right to suspend the delivery of gas to that retail consumer or wholesale customer after approval from Authority.</p>

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S. No.	Existing Clause	Revised clause with proposed amendments
<b>Article 20.2: Liabilities and Indemnities</b>		
25.	(b) The total aggregate liability of a party for breach of the access arrangement or any other claim including any indemnity the access agreement, shall not exceed the total amount of tariff for the three (03) months period preceding the date when the breach occurred or the claim first arose.	(b) The total aggregate liability of a party for any individual breach of the access arrangement or any other claim including any indemnity the access agreement, shall not exceed the total amount of tariff for the three (03) months period preceding the date when the breach occurred or the claim first arose. Notwithstanding the previous sentence or anything to the contrary in the Network Code. at the time of transportation of Gas, if the Transporter does not make available the contracted pipeline capacity for Transportation of Gas to Shipper and/or its customer(s), due to reasons other than a Force Majeure Event, then the Transporter shall be liable to make good any and all losses suffered by the Shipper and its customers due to non-supply of Gas.
<b>Article 22: Credit Issues</b>		
26.	<b>22.1 Transportation Tariff and Commodity Deposit</b> (a) In order to cover the financial exposure of the Transporter, the Shipper shall, at least fifteen (15) days before the effective date, furnish to the Transporter, at its own cost, a security deposit (hereinafter referred to as the “security deposit”).	<b>22.1 Transportation Tariff and Commodity Deposit</b> (a) In order to cover the financial exposure of the <del>Transporter</del> both parties, <del>the Shipper</del> both parties shall, at least fifteen (15) days before the effective date, furnish to the <del>Transporter</del> each other, at its their own cost, a security deposit (hereinafter referred to as the “security deposit”), in the form as specified in the Access Agreement
27.	(d) The security deposit may be retained by the Transporter up to three (3) months after expiry or earlier termination of the access agreement without any Mark-up	d) The security deposit may be retained by the <del>Transporter</del> both Parties up to <del>three (3)</del> one (1) months after expiry or earlier termination of the access agreement without any Mark-up
28.	(e) In the event that the Shipper fails to pay any amount payable to the Transporter when due, the Transporter shall be entitled to draw, en-cash or collect such amounts from the security deposit. In case of any such draw, encashment or collection, the Shipper shall ensure that the security deposit is replaced, replenished or renewed to the satisfaction of the Transporter within [seven (7) days] of such draw, encashment or collection.	e) (i) In the event that the Shipper fails to pay any amount payable to the Transporter when due, the Transporter shall be entitled to draw, en-cash or collect such amounts from the security deposit. In case of any such draw, encashment or collection, the Shipper shall ensure that the security deposit is replaced, replenished or renewed to the satisfaction of the Transporter within [ <del>seven (7)</del> fourteen (14) days] of such draw, encashment or collection.

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S. No.	Existing Clause	Revised clause with proposed amendments
<b>Article 27: Miscellaneous</b>		
31.	<p><b>27.5 Suspension and Termination: Transporter's Rights</b>                      (a) If the Shipper defaults for more than seven (7) days in the payment of a tariff invoice hereunder, the Transporter may give a seven (7) day written notice of such default to the Shipper stating that the Transporter intends to suspend performance of its Transportation obligations hereunder.</p>	<p><b>27.5 Suspension and Termination: Transporter's Rights</b>                      (a) If the Shipper defaults for more than <del>seven (7)</del> fourteen (14) days in the payment of an undisputed tariff invoice hereunder, the Transporter may give a <del>seven (7)</del> fourteen (14) day written notice of such default to the Shipper stating that the Transporter intends to suspend performance of its Transportation obligations hereunder.</p>
32.	<p>(c) If such default is not cured within sixty (60) days after receipt of the Transporter's notice as provided in Article 27.5(a) hereinabove, then the Transporter shall have the right to terminate the access agreement immediately by written notice to the Shipped.</p>	<p>(c) If such default is not cured within <del>sixty (60)</del> ninety (90) days after receipt of the Transporter's notice as provided in Article 27.5(a) hereinabove or if the Transporter is not able to recover the outstanding amount from the security deposit provided, then the Transporter shall have the right to terminate the access agreement immediately by written notice to the Shipper.</p>
33.	<p>(d) The Transporter shall also be entitled to terminate the access agreement for any other material breach of this code and the access agreement which is not cured within sixty (60) days of receipt of the Transporter's notice specifying the default and demanding its remedy.</p>	<p>(d) The Transporter shall also be entitled to terminate the access agreement for any other material breach of this code and the access agreement which is not cured within <del>sixty (60)</del> ninety (90) days of receipt of the Transporter's notice specifying the default and demanding its remedy.</p>
34.		<p><b>27.9 Access to Information</b>                      The Transporter will give access to their Supervisor Control and Data Acquisition (SCADA) system to enable the Shipper to monitor the real time status of Transmission System. Such access will enable the Shipper to assess the real time values of the Sales Meter Stations (SMS) Consumer Meter Stations (CMS), Town Border Station (TBS) etc. The data available through the SCADA system will be made available and shared with the Shipper via internet protocol on real time basis without any lags or delay.</p>

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