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OIL & GAS REGULATORY AUTHORITY (OGRA)



Islamic Republic of Pakistan

LICENCE

For
Sale of Natural Gas

Granted to

**Universal Gas Distribution Company (Pvt)
Limited (UGDC)**

Licence No. NG-015/2016

CERTIFIED TRUE COPY

TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
The License	1
GENERAL CONDITIONS APPLICABLE TO THE LICENSEE	2
1. Definitions.....	2
2. Compliance with Laws	3
3. Renewal, Modification and Revocation of Conditions	3
4. Effectiveness, Early Termination of License and its revocation.....	3
5. Tariff Determination	4
6. Payment of Fee	4
7. Volume Balancing Maintenance of proper Accounts of the Regulated Activities.....	5
8. Separate Accounts for Regulated Activities	5
9. Continuing Obligations	5
10. Sale, Assignment and Transfer	5
11. Transparency in Procurement Policies and Procedures	6
12. Non Discrimination.....	6
13. Provision of Regulated Activities.....	6
14. Training, Research and Development	6
15. Gas Quality.....	7
16. Environmental Standards	7
17. Technical Standards.....	7
18. Maintenance and Safety Programme	7
19. Emergencies	7
20. Complaints Resolution Procedure	8
21. Consumer Service Manual.....	8
22. Performance and Service Standards	9
23. Publication of Reports and Sale Prices.....	9
24. Inspection by Authority.....	9
25. Audit.....	9
26. Enforcement	9
27. Connection to System and Minimum Service Obligations.....	10
28. Security and Continuity of Supply	10
29. Standard Contract Terms for Consumers	11
30. Installation Inside Premises.....	11
31. Disconnection of Supply of Natural Gas	11
32. Deposit by the Consumer	11
33. Interruption due to Unforeseeable Circumstances or Force Majeure.....	12
34. Priority During Interruption of Supply	12
35. Notices	12

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Islamabad, the 22nd February 2016.
License No. NG-015/2016


The Licence

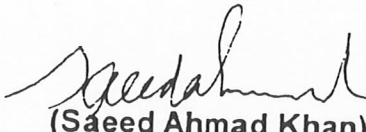
The Oil & Gas Regulatory Authority, (the 'Authority'), established under the Oil & Gas Regulatory Authority Ordinance, 2002 (Ordinance No. XVII of 2002) (hereinafter referred to as 'the Ordinance'), in exercise of its powers conferred by Section 22 (1) and 23(6) of the Ordinance and Rule 3(2&3) of Natural Gas Regulatory Authority (Licensing) Rules, 2002 (the 'Licensing Rules') hereby grants to Universal Gas Distribution Company (Pvt) Ltd (UGDCL), having its registered office at South Block, 11th Floor, ISE Tower, 55-B, Jinnah Avenue, Blue Area, Islamabad, Pakistan (the 'Licensee') **a License (the 'License') to undertake regulated activity of Sale of Natural Gas to consumers as per following model and subject to the terms and conditions given hereinafter:-**

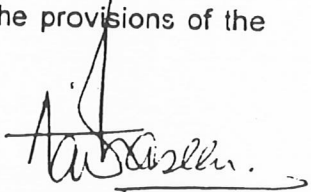
- i. Natural gas will be transported from Transmission and Distribution (T&D) network of integrated gas companies i.e. SSGCL and SNGPL, under the terms and conditions of Gas Transportation Agreement (GTA) under Third Party Access (TPA) regime / applicable rules / law. UGDC will be exclusively responsible to purchase/arrange LNG and re-gasify at EETPL's Terminal or any other terminal with prior permission of the Authority, through finances arranged in accordance with SECP applicable regulations, being a commercial transaction, whereas, SNGPL and SSGCL will enter into GTA strictly in accordance with the applicable GoP Policies, applicable rules, laws, and allocations after satisfying technical and financial modalities in the GTA without construing the Licence an overriding document.
- ii. UGDCL will sale the natural gas to consumers at CMSs in accordance with terms and conditions of Gas Sales Agreement between Licensee and Consumers.
- iii. Services of gas utility companies will be obtained for the billing and metering under the mutually consented services agreement until and unless licensee set up its own metering / billing system with permission of the Authority.

Validity

The Licence shall be valid from February 22, 2016 (effective date) for a period of Ten (10) years, unless the License is revoked earlier under the provisions of the Ordinance, Rules, terms and conditions of the licence.


(Noorul Haque)
Member (Finance)


(Saeed Ahmad Khan)
Chairman


(Aamir Naseem)
Member (Gas)


REGISTRAR

Oil & Gas Regulatory Authority

General Conditions Applicable to the Licensee

1. Definitions

- 1.1 Words and expressions used in the License but not defined, unless the contrary intention appears, shall have the same meaning as assigned to them in the Ordinance and the Rules
- 1.2 The following words shall have the following meanings:
- 1.2.1. 'Annual Turnover of the licensee' means the actual turnover less amounts representing, Sales Tax, Gas Development Surcharge and other such charges, levies, duties, taxes or cesses imposed by the Federal Government and the cost of natural gas, plus miscellaneous incomes generated in undertaking the regulated activity.
- 1.2.2. "Consent" includes any license, lease, right, exemption, approval, concession, permission, sanction, permit, authorization, certification, clearance, privilege, option, entitlement, benefit or validation.
- 1.2.3. 'Consumer' means OGRA's licensed CNG Stations or any other approved by the Authority in writing.
- 1.2.4. 'CMS' means Consumer Meter Station designed, installed and protected in accordance with provisions of applicable standards.
- 1.2.5. "Financial year" means a period of twelve (12) months commencing on July 1st of one year and ending on June 30th of the following year.
- 1.2.6. "Gas Sales Agreement" means Gas Supply Agreement between Licensee and consumer for supply of natural gas.
- 1.2.7. 'License' means this License and any extension/renewal thereof and or any amendment/modification therein under the provisions of the Ordinance and the Rules.
- 1.2.8. "Ordinance" means the Oil and Gas Regulatory Authority Ordinance, 2002(XVII of 2002).

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- 1.2.9. 'Rules' means the licensing rules and any rules made under the provisions of the Ordinance.
- 1.2.10. "Standard Contract terms" means the terms of GSA which will apply as between licensee and consumers for sale of natural gas
- 1.3 Any reference to a statute or a delegated legislation shall be deemed to mean and include its modification, amendment, replacement or substitution by a subsequent law.

2. Compliance with Laws

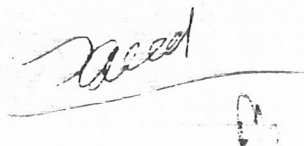
- 2.1. The Licensee shall ensure that it complies at all time with the applicable laws of Pakistan and in particular with the provisions of the Ordinance, rules, regulations, terms and conditions of a licence or a decision of the Authority.
- 2.2. The breach of any law, including the breach of any provision of the Ordinance or any Rules or Regulations framed there under or a decision of the Authority shall be deemed to be a breach of the terms and conditions of the License.
- 2.3. The Licensee shall apply for and obtain all consents necessary under applicable laws for carrying out its Licensed regulated activities, properly and in a timely manner and shall diligently pursue all such applications.

3. Renewal, Modification and Revocation of Conditions

- 3.1. On an application by the Licensee to the Authority at least two years prior to the expiry date of this License, the Authority may renew the Licence in accordance with the provisions of the Ordinance and the Rules.
- 3.2. The terms and conditions of the License may be amended, varied, modified or revoked in accordance with the provisions of applicable laws.

4. Effectiveness, Early Termination of License and its revocation

- 4.1. The license hereby granted will be effective subject to fulfillment of the following agreements:-



- 4.1.1. Execution of GTA with SSGCL and /or SNGPL.
- 4.1.2. Execution of service agreement with SSGCL and/or SNGPL for metering / billing to the consumers and safety issues.
- 4.1.3. Execution of LNG supplies agreement with LNG supplier.
- 4.1.4. Execution of agreement with LNG terminal operator.
- 4.2. In case the licensee could not comply the aforesaid covenant and failed to start operation within one (01) year of issuance of the licence, the license granted shall stand cancelled / revoked forthwith. Thereafter, a fresh application along with fee will have to be submitted to the Authority for consideration.
- 4.3. The Authority may on an application by the Licensee at least 2 (two) years prior notice in writing to the Authority, terminate the License in accordance with the provisions of the applicable Laws.

5. Tariff Determination

- 5.1. The Licensee shall be entitled to charge RLNG price in accordance with the GoP's Policy guidelines issued from time to time by the Federal Government.

6. Payment of Fee

- 6.1. The Licensee shall promptly and regularly pay the fees prescribed in the Rules.
 - 6.2. Unless otherwise prescribed in the Rules, the Licensee shall pay annual fees of 0.25 percent of the annual turnover of the Licensee from the sale of natural gas, in respect of the most recent completed financial year.
 - 6.3. If the annual turnover for the most recent completed financial year is not certain then the Licensee shall use a reasonable estimate of the annual turnover for calculation and payment of the annual fees under aforesaid Condition.
 - 6.4. The Licensee shall, if it has used an estimate of the annual turnover, file with the Authority a revised account showing the actual annual turnover and the annual fee on the basis of such actual amount on or before September 30th of the year in which the estimate was made, or any other date approved by the Authority in respect of the annual fee where an estimate of annual turnover was used as the basis for calculation of the annual fee. Any short payment in annual fee made evident as a result of filing of the revised account, shall be paid to the Authority within forty-five (45) days of filing of such revised account.
 - 6.5. The Authority shall, if it has received overpayment of annual fees, refund the amount equal to the amount by which it was overpaid within forty-five (45) days of filing of the above mentioned revised account. The Licensee shall not be entitled to any interest or other additional amount in respect of such over-payment.
- [Handwritten signatures and marks at the bottom of the page]*

7. Volume Balancing Maintenance of proper Accounts of the Regulated Activities

- 7.1. Natural gas volume balancing / reconciliation will be carried out periodically to meet Annual contracted quantity obligations and will be settled in GTA.
- 7.2. The Licensee shall keep and maintain separate proper books of accounts and records of its revenues, costs (including depreciation), expenses, assets and liabilities attributable to its regulated activities separately from those in respect of its other businesses.
- 7.3. The financial statements prepared shall set out and fairly present the costs (including depreciation) revenues, assets employed and liabilities of, or as may be reasonably attributable to, the regulated activities and show separately the amounts of any revenue, cost, expense, assets or liability which has been:
 - 7.3.1. Charged from or to any other business of the Licensee; and
 - 7.3.2. Determined by apportionment (in accordance with the rules previously approved by the Authority) and divided among other businesses of the Licensee together with a description of the basis of the charge or apportionment.

8. Separate Accounts for Regulated Activities

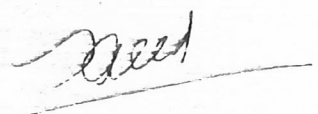
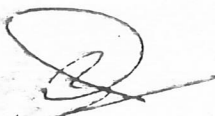
- 8.1. Commencing from grant of licence or any other date approved by the Authority on an application by the Licensee, the Licensee shall keep proper books of accounts and records separately for sale of natural gas in such form as may be prescribed by the Authority.
- 8.2. The Licensee shall procure, in respect of financial statements prepared in respect of a financial year, a report by the auditors and addressed to the Authority stating whether in their opinion the set of financial statements have been properly prepared.

9. Continuing Obligations

- 9.1. Time shall be of essence in respect of any obligation which is required to be performed by the Licensee within a specified time period.
- 9.2. Where the Licensee is required to perform an obligation within a specified time limit and fails to do so, the Licensee shall be in breach of its license even if such obligation is subsequently complied with

10. Sale, Assignment and Transfer

- 10.1. The Licensee shall not charge or otherwise encumber, assign or transfer the Licence or any rights or obligations there under



without having obtained the prior written approval of the Authority in accordance with the provisions of the Ordinance and the Rules.

- 10.2. The Licensee shall not record the transfer of the shares of its majority or controlling share-holder (s) without the prior written approval of the Authority.
- 10.3. The Licensee shall not (except for securing repayment of a loan or other financing facility obtained in the normal course of business), without the prior written approval of the Authority, encumber any of its operating assets whose disposal shall in the opinion of Authority adversely affect its ability to perform its obligations under this Licence.

11. Transparency in Procurement Policies and Procedures

- 11.1. Licensee shall adopt transparent and competitive procurement policies and procedures, in relation to any of its regulated activities and make available the same to any person upon request.
- 11.2. The Licensee shall enter into all contracts on an arm's length basis and shall seek such approvals from the Authority prior to entering into or amending a contract, as may be required by the Ordinance or the Rules.

12. Non Discrimination

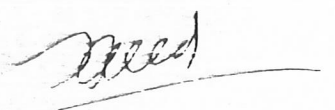
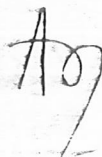
- 12.1. The Licensee shall not exercise discrimination against or show undue preference towards any consumer.

13. Provision of Regulated Activities

- 13.1. The Licensee shall provide Licensed regulated activities to consumers: (a) Who meet the eligibility criteria and (b) Where Provision of service is technically and economically viable.
- 13.2. In the event that the Authority determines, after hearing the applicant and the Licensee, that the Licensee has failed to provide the service applied for within its authorized area, the Authority may on such terms and conditions as it may deem reasonable and appropriate, require the Licensee to provide the service applied for by the applicant.
- 13.3. The Licensee shall undertake its regulated activity without fear or favour and without any discrimination between its consumers other than as specifically authorised by the Ordinance or the Rules.

14. Training, Research and Development

- 14.1. The Licensee shall allocate appropriate resources for research and development to improve operational efficiency and safety aspect of its regulated activities; Training of employees to carry



out its regulated activities in efficient and economic manner;
and Training and education program for Pakistani Nationals.

15. Gas Quality

- 15.1. The Licensee shall supply natural gas of the quality and specifications determined from time to time by the Authority in accordance with the provisions of the Ordinance and the Rules.

16. Environmental Standards

- 16.1. The Licensee shall conform to the requirements of the Pakistan Environmental Protection Act, 1997 (XXXIV of 1997), as amended from time to time.

17. Technical Standards

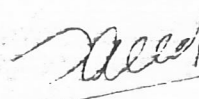
- 17.1. The Licensee shall conform to the technical standards prescribed by the Authority in accordance with the provisions of the Ordinance and the Rules from time to time for undertaking the regulated activities.

18. Maintenance and Safety Programme

- 18.1. The Licensee shall develop and implement an annual maintenance and safety programme for the Licenced regulated activities, to ensure safe use of natural gas.
- 18.2. The Licensee shall submit the above mentioned programme to the Authority from time to time.
- 18.3. The Authority may from time to time, in consultation with the Licensee direct the Licensee to make changes to the programme in order to enhance the safe operation of the regulated activity.

19. Emergencies

- 19.1. Licensee shall respond to emergency calls as stipulated in the performance and service standards specified by the Authority, from time to time and in accordance with the Licensee's plan and procedures for handling any emergency concerning or arising out of the regulated activity.
- 19.2. The Licensee shall submit a report to the Authority, providing information specified regarding the emergencies that had occurred in the preceding ninety (90) days and the action taken by the Licensee.
- 19.3. The report shall include:
- 19.3.1. Number of emergencies and their specific locations;
 - 19.3.2. causes of emergencies;
 - 19.3.3. Any injury and estimate of damages;
 - 19.3.4. Action taken by the Licensee;



- 19.3.5. Average time taken to respond to an emergency and to handle the emergency;
- 19.3.6. Any action taken to prevent such emergencies in future; and
- 19.3.7. Any other information specified by the Authority.

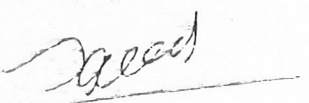
- 19.4. In addition to the report required from the Licensee the Licensee shall inform the Authority promptly but not later than twenty four (24) hours of any serious emergency having taken place and provide daily update on the emergency and action being taken by the Licensee until such time the emergency has been completely addressed;
- 19.5. for the purpose of this Condition, serious emergencies means injuries to or death of an individual; major damage to the property; damage to or rupture pipeline main; suspension or curtailment of natural gas to a CNG Station and any other factor prescribed by the Authority.

20. Complaints Resolution Procedure

- 20.1. The Licensee shall, within sixty (60) days of the date of issue of the Licence or at such date as is approved by the Authority, submit to the Authority for approval of the Complaints Resolution Procedure.
- 20.2. Upon approval of such complaints resolution procedure by the Authority the Licensee shall establish a Complaint Resolution System to address complaints received from the public or its consumers in an efficient, transparent and effective manner.
- 20.3. The Licensee shall submit a report to the Authority not later than one hundred and eighty (180) days from the date of issue of the Licence and thereafter every ninety (90) days or at such date as is approved by the Authority, providing information specified regarding handling of complaints by the Licensee under the Complaints Resolution System. The report shall include: Breakdown of complaints in various categories based on their nature including application for connection; Billing; Metering; Safety; Service; Tariff; Miscellaneous; and any other category specified by the Authority.

21. Consumer Service Manual

- 21.1. The Licensee in respect of sale of natural gas shall prepare Consumer Service Manual specifying the rights and obligations of consumers before and after the sale of gas, for approval by the Authority.
- 21.2. The Authority may revise the draft of the proposed Consumer Service Manual in such manner as Authority deems expedient in accordance with the Ordinance and the Rules. Till it is approved by the Authority the Consumer



Service Manual submitted by the Licensee shall be enforced on provisional basis.

22. Performance and Service Standards

- 22.1. The Licensee shall conform to the performance and service standards as specified by the Authority from time to time in respect of any aspect of the Licensee's performance including Service, efficiency and safe operation of its regulated activities.
- 22.2. The Licensee shall submit an annual report, detailing the extent of conformance with the above mentioned standards.

23. Publication of Reports and Sale Prices

- 23.1. Upon the directions of the Authority the Licensee shall publish, in the manner as may be reasonably directed by the Authority: report on complaints resolved; consumer Service Manual; performance report; Sale price of natural gas and any other report or information specified by the Authority.

24. Inspection by Authority

- 24.1. The Licensee shall permit any person duly authorised by the Authority to carry out such inspection and examination of any of its assets or records as may be required to be undertaken by the Authority to comply with its functions or to exercise its powers under the Ordinance and the Rules.

25. Audit

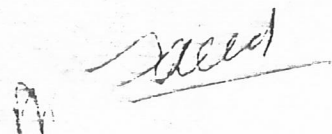
- 25.1. A technical audit of its operations shall be arranged by the Licensee for the first time within 3 years of issuance of the Licence or within such period as may be approved by the Authority.

26. Enforcement

- 26.1. If the Authority is of the opinion that the Licensee has contravened any condition of the Licence, the Authority shall take such action as prescribed in the Rules.

27. Connection to System and Minimum Service Obligations

- 27.1. The Licensee shall promptly respond to all requests for service after the date of their receipts if It is technically feasible for the gas companies to connect the premises to the gas main and such a connection would not create any anomalous situation or discrimination with other prospective consumers in the same locality.
- 27.2. The Licensee shall inform the applicant within 45 days of receipt of request regarding its inability to provide service or time frame within which the service can be provided.



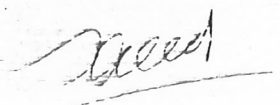
- 27.3. The Licensee shall be obligated to provide gas connection to a consumer subject to payment of gas connection charges, gas supply deposit and availability of road cutting permission if applicable:
- 27.4. Any question arising as to whether a request by any person is a reasonable request shall be determined by the Authority, after due consideration by it of any representation made to it by the Licensee and the person.
- 27.5. Licensee shall not enter into contract for supply of natural gas to person not falling in definition of Consumer.
- 27.6. The Licensee shall provide a list of all consumers to the Authority within 90 days of issuance of the Licence or at such date as is approved by the Authority.

28. Security and Continuity of Supply

- 28.1. The Licensee shall at all times act to maintain the balance of its supplies and demands of natural gas such that it can maintain a continuous and reliable supply of natural gas to its existing consumers from time to time, and without prejudice to the generality the foregoing can meet all such demands for natural gas considering all relevant conditions including historic weather conditions.
- 28.2. The Licensee shall not interrupt its service to its consumers other than to comply with the requirements of the Ordinance and the Rules, and to the extent expressly provided for in the contract with such consumer.

29. Standard Contract Terms for Consumers

- 29.1. The Licensee shall not sell gas to consumers without a contract. All agreements or contracts should be negotiated, entered into or amended on an arm's length basis and in accordance with the provisions of the Ordinance and the Rules.
- 29.2. Within three (03) months of the issuance of the Licence the Licensee shall, unless it has done so prior to the issuance of the Licence, provide to the Authority for approval a copy of its proposed Standard Contract Terms in respect of consumers, which shall be consistent with the provisions of the Ordinance and the Rules as well as the terms and conditions of the Licence.
- 29.3. Except with the prior written approval of the Authority, the Licensee shall not enter into any contract with any consumer on terms, which are inconsistent with the Standard Contract Terms.
- 29.4. The Licensee shall not amend the Standard Contract Terms without the prior written approval of the Authority.
- 29.5. The Licensee shall provide a copy of its Standard Contract Terms to any person upon that person's request.



30. Installation Inside Premises

- 30.1. The Licensee shall from time to time check its consumers at random for leakages in the internal pipelines of the premises; inform the consumer of the potential risks and hazards, and safe and efficient use of natural gas; educate and advise the consumers to use efficient equipment duly approved by CGRA if applicable and provide a telephone number in writing which the retail consumer can use any time during twenty four (24) hours to report emergency and service concerns.

31. Disconnection of Supply of Natural Gas

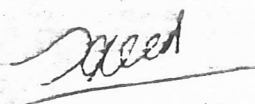
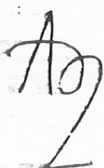
- 31.1. The Licensee shall within sixty (60) days of the date of issuance of the Licence, or any other period approved by the Authority at the request of the Licensee, submit to the Authority its detailed policy and procedure of disconnection and restoration of supply of natural gas in respect of consumers serviced by it.
- 31.2. The Authority may, from time to time direct the Licensee to revise the draft of policy and procedure in such manner as the Authority deems expedient in the public interest.
- 31.3. The Licensee on written advice of the Authority shall disconnect the gas supply to a consumer who is in noncompliance, prolonged default of Authority's instructions or GoP policies.

32. Deposit by the Consumer

- 32.1. The Licensee may require a consumer to furnish a security deposit or bank guarantee of not more than an amount equivalent to the estimated average value of supply of natural gas to that consumer for a period of three (03) months or for such other period as may be agreed between the Licensee and the consumer.

33. Interruption due to Unforeseeable Circumstances or Force Majeure

- 33.1. When the Licensee interrupts, restrict or modifies the provision of a regulated service which is likely to continue more than 48 hours on account of unforeseeable circumstances or force majeure, it shall inform the affected consumers by publication in one locally distributed English and one locally distributed Urdu daily newspaper circulated in the affected area or by a communication means of greater dissemination in the pertinent locality of the scope, duration, and where possible the date and time when the said interruption, restriction or modification will end.



34. Priority During Interruption of Supply

- 34.1. Where it is considered that, for reasons of safety or in order to undertake demand management measures to meet seasonal or emergency requirements, the supply of natural gas to some or all consumers in any specified area must be interrupted, reduced or restricted, the same shall be done in accordance with GoP Policies.

35. Notices

- 35.1. All notices to be given under any Condition shall be given in writing and shall be deemed to have been properly served if delivered in person or sent by registered mail or transmitted by facsimile to the relevant party at the address set out below or at such other address as that party may from time to time specify in writing to the other:

Licensee:

Managing Director,
Universal Gas Distribution Company Pvt Limited,
South Block , 11th Floor,
ISE Tower, 55-B, Jinnah Avenue,
Islamabad

Authority: Registrar,
Oil and Gas Regulatory Authority
Blue Area, Fazl-e- Haq Roa
Islamabad, Pakistan

- 35.2. Any notice given under the provisions of Condition shall be deemed to have been duly served and received at the actual time of delivery, if delivered personally; Seven (7) working days subsequent to the date of postage, if sent by registered mail; and at the time of receipt, if transmitted by facsimile where there is confirmation of uninterrupted transmission by a transmission report and provided that the original of the notice is then delivered personally or sent by registered mail as soon as reasonably practicable.

