

Contract Sr. No. _____
Sketch No. _____
Consumer No. _____

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



SUI SOUTHERN GAS CO. LTD.

CONTRACT FOR THE SUPPLY OF GAS FOR DOMESTIC USE.

BY THIS CONTRACT, made between SUI SOUTHERN GAS COMPANY 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) _____

(hereinafter called "the Consumer") the Consumer agrees to purchase from the Company and the Company agrees to supply natural gas 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 Gas to the said premises in accordance with the facilities required, as presently fixed, at the rates given below:

A. Security Deposit (Refundable)

(i) HOUSE ON A PLOT OF LAND MEASURING UPTO 10 MARLAS or 300 SQ. YARDS

(a) For kitchen only Rs. 500/-

(b) For kitchen & water heating only Rs. 1,000/-

(c) For Kitchen, water heating & space heating Rs. 1,500/-

(ii) HOUSE ON A PLOT OF LAND MEASURING MORE THAN 10 MARLAS or 300 SQ. YARDS Rs. 2,000/-

B. Service-line Charges (Non-refundable)

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

HOUSE ON A PLOT OF LAND MEASURING MORE THAN 10 MARLAS or 300 SQ. YARDS Rs. 3000/-

(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 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 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 gas, meter rent and gas supply 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 purposes 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 / "Houseline". It shall be the responsibility of the Consumer that he has the internal piping / houseline and any modification/alteration thereto tested for safe operation to his satisfaction. The Consumer hereby agrees that the houseline will be installed and tested by a licensed 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 natural gas: 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 houseline 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 representatives 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 gas 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 gas 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 gas supplied, the Consumer shall pay to the Company for the gas 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:

Natural gas shall be supplied at a pressure not exceeding 8 inches of water column above atmospheric pressure. The volume of gas 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 gas 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 Sui Southern Gas 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.

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 production of gas from wells, and the conveyance of it 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 un-interrupted 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 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 natural 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.
 - vi) 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.

21. DISPUTE RESOLUTION

In the event of any difference or disputes arising out of or in connection with the contact 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 SOUTHERN GAS COMPANY LIMITED

For Managing Director

As per direction of the Honorable Wafaqi Mohtasib the Oil and Gas Regulatory Authority has amended the existing clause 5.iii, of the OGRA's approved Contract for Supply of Gas for Domestic use, w.e.f. 08 March 2013.

The specimens of the old and amended clause 5.iii are appended below:-

OLD CLAUSE

“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 gas 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, regulator, cock, pipe etc., if replacement is required.

AMENDED CLAUSE

“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 purposes of ensuring continued gas supply to the Consumer at his premises.”