

**APPLICATION CUM AGREEMENT FORM FOR COMMERCIAL PIPED  
NATURAL GAS CONNECTION**

To  
The Managing Director  
Assam Gas Company Limited  
Duliajan, Dibrugarh  
Sir,

1. I / M/S..... hereby wish to apply for a piped natural gas connection to my premises as detailed below. I undertake to abide by the terms and conditions laid down by Assam Gas Company Ltd. for the supply of piped natural gas, and I fully understand that these terms shall be binding upon me. I further agree to make timely payments of the monthly bills towards gas consumption and transmission charges as determined by Assam Gas Company Ltd., Duliajan, from time to time. I shall ensure the monthly dues are deposited into the designated bank account of Assam Gas Company Ltd. within fifteen (15) days from the date of the bill or by the 15th of every month, whichever is applicable. I have carefully read and understood the company's terms and conditions for gas supply and hereby express my consent to comply with them in full.

A) Name of the Applicant /Venture/ Establishment in full (in block letters):

.....

B) Father's name & Address:.....

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C) Present/Registered Address of the Applicant:

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D) Trade License No..... PAN Number .....

Adhar Number.....

GST No., If any.....

E) Description of premises for which gas supply is sought

i) Ward No..... ii ) House No.....

ii) Road/ Locality ..... iv) Town.....

(v)Pin code..... (vi) Police station.....

(N.B: Proof of ownership of land and NOC from Town Committee / Panchayat must be enclosed)

E) Number and type of burner required:

☐ Double stove Domestic Burner Nos

☐ Medium Halwa Bhatti Nos

☐ Canteen Burner Nos

☐ Big Halwa Bhatti Nos

F) Name of the Owner of the Premises (In case of rented/Leased premises):

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(N.B: NOC by the owner of the premise is mandatory and must be enclosed. Please Note that in cases when the applicant is a Partnership Firm or Company and the premises is owned by one of its partners or director(s) as applicable, NOC from such owner in favour of the Partnership Firm or Company to be submitted)

2. I declare that I shall abide by the instructions/ circulars that may be given by the Assam Gas Company Limited from time to time in respect of safety and other measures.
3. I agree to allow at reasonable hours the entry and access of the authorised persons/ agents of the AGCL as and when required to inspect the gas pipelines up to burners, etc. which are the properties of Assam Gas Company Limited, Duliajan.

.....  
Signature of the  
Applicant/Authorized Person

Name : .....

Place : .....

Date : .....

## **TERMS AND CONDITION**

### **FOR SUPPLY OF PIPED NATURAL GAS TO COMMERCIAL CUSTOMER**

The AGREED TERMS AND CONDITIONS BETWEEN THE Assam Gas Company Limited, (hereinafter referred to as "Supplier") and the applicant (hereinafter referred to as "Customer") for the supply of Piped Natural Gas (PNG) are stated below:

#### **DEFINITIONS:**

1. "Supplier" means Assam Gas Company Limited (AGCL).
2. "Customer" means the applicant for a Commercial Piped Natural Gas (PNG) connection.
3. "PNGRB" means Petroleum and Natural Gas Regulatory Board.
4. "Last Mile Connectivity (LMC)" means connectivity between the riser source up to the burner in the Customer's premises as mentioned in the Petroleum and Natural Gas Regulatory Board (Authorizing Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008.
5. "SCM" (Standard Cubic Meter) means a quantity of GAS required to fill 1 cubic meter of space when GAS is at an absolute pressure of seven hundred and sixty (760) mm of mercury and a temperature of fifteen (15) degree Celsius.

#### **SUPPLIER RIGHTS & OBLIGATIONS:**

1. After receipt of duly completed registration form together with required interest free refundable security deposit, the Supplier shall commence the steps to provide the PNG connection to the Customer. The gas will be made available into Customer's premise, within the technical and safety standards, subject to availability of all requisite permissions from concerned authorities and availability of access to Customer's premise. As a prudent City Gas Distribution Company, the Supplier shall endeavour to provide the Gas connection at the earliest convenient date from the date of receipt of Application not exceeding 3 months after the realization of payment. However, Supplier shall not be responsible for any delay in providing Gas connection for the reasons and circumstances beyond its control & not attributable to the Supplier. The Supplier shall refund the interest free security deposit to the Customer in the event of non- feasibility of providing the PNG connection for reasons viz. area/premise not technically feasible, Customer asking for concealed connection, house under construction, Customer not interested, improper ventilation, neighbor, dispute, non-availability of Customer even after multiple visits or any other technical constraint / unsafe condition which the Supplier may discover at the time of installation of PNG connection.
2. Until and unless Supplier feels that there is a specific requirement, under normal course Supplier shall supply the gas at a pressure of around 300 to 500 millibar to all commercial Customers.
3. The Supplier reserves the right to select safe and best possible pipeline route to provide PNG connection to commercial units having necessary safety and statutory clearances.
4. Supplier currently raises monthly bill to the Customer. However, the frequency of billing cycle may be revised by the Supplier as and when required. In case, in spite of best efforts the meter reading is not available due to any reason, an estimated bill will be raised. The Customer is under obligation to make the payments against all invoices including estimated bills, on or before the due date as prescribed in the bill. In the event of failure of meter to record correct consumption, the quantity shall be determined on the basis of average consumption for last 3 months. In such cases, AGCL's decision with respect to quantity of gas supplied at the premise shall be final & binding upon the Customer. If the Customer have any query/concern related to meter reading(s) or bill(s), (s)he may approach the nearest branch of the AGCL in his/her town. However, in no event, Customer shall withhold bills raised on him/her whether actual or estimated. Any correction in billing if needs to be carried out shall only be possible in the subsequent bills.
5. AGCL will charge a minimum charges in the bill towards recovery of cost of financial involvement incurred development of pipeline infrastructure for supply of gas to the establishment. Currently, the MDV for commercial customers is fixed at 110 SCUM per month.

For Educational Institutes and hospitals using gas in Laboratory/ Operation Theatre etc. (except hostels & canteens), the MDV shall be fixed at 55 SCUM per month.

6. The modification of existing PNG installation may be carried out on request of the Customer along with the payment of applicable charges (non-refundable) as prevailing at the time of attending such request. Acceptance of any such request for modification is subject to conformity of relevant technical and safety standards.
7. If any banking instrument under Negotiable instrument Act, 1881 issued by Customer gets dishonoured for any reason, administrative charges of Rs. XXXX shall be levied and recovered from Customer in addition to interest, if any, without prejudice to the right of Supplier to initiate appropriate legal proceedings against Customer for said dishonor.
8. The Supplier shall not use or disclose Customer information without his / her written consent for any purpose, other than the purpose for which it was obtained. However, the Supplier shall be obligated to disclose the Customer's information under the Express order of public authorities.
9. Supplier shall take all reasonable steps to ensure a regular and consistent supply of PNG to the Customer. However, in the event of any interruption due to emergency / technical snag or due to force majeure like damage of pipeline, natural calamities, war and other unforeseen events etc. beyond the control of Supplier, the Customer shall have no claim whatsoever, for the interruption of the supply. However, the Supplier, as a prudent City Gas Distribution Company shall make all efforts to restore the PNG supply at the earliest.
10. The Supplier shall inform the PNG Customer through any channel of mass communication of the affected society/area/colony of any planned shut down for undertaking maintenance activity in their respective areas.

#### **TERMINATION /SUSPENSION:**

The Supplier can suspend/terminate the Gas supply of the Customer if:

1. Customer fails to pay the Supplier any sum due to the Supplier under the Terms & Conditions; or
2. Customer fails to comply with any of its obligations or commits any breach of the covenants; or
3. The particulars as furnished by the Customer in the application are found to be false or incorrect; or
4. In case of any theft/fraud or any act forbidden by the law time being in force.
5. Gas connection is found under Temporarily Disconnection / Gas is not consumed for more than 2 years.
6. AGCL is unable to access the PNG installation / meter installed at the premises for a prolonged period, even after repeated efforts / attempts.
7. In the event of termination of gas supply, without prejudice to other rights of Supplier, Customer shall be liable to pay all amounts due and payable by Customer to Supplier up to date of termination of Gas supply and costs due.

#### **LIABILITY / INDEMNITY:**

1. The Customer shall use the Gas supplied by AGGL for the sole purpose of commercial usage along with the number of burners as authorized. Any use other than the said purpose without express consent of AGGL is prohibited. Any loss or damage to Customer himself or any third person due to such unauthorised usage of Gas is wholly attributable to Customer and Customer will be liable to indemnify and keep indemnified the Supplier from and against any loss, claim, action or proceeding that may be suffered or incurred by the Supplier as a result of any such act of the Customer.
2. If at any time after the connection, it is found that Gas is being used in more burners than authorized, the Customer shall be liable to pay all the bills with an additional penal rate as specified by AGCL, with retrospective effect from date of connection.
3. The Customer shall be liable for payment of any loss or damage caused to pipes, equipment or installations whether caused on account of negligence by the Customer

- or its employees or agents, theft, sabotage or otherwise, howsoever.
4. The Customer shall indemnify and keep AGCL indemnified from and against any action, claim, proceeding, loss or damage that may be suffered or incurred by AGCL on account of any dispute with the Landlord/Society or the Customer failing to obtain the permission of the Landlord/Society or any statutory authority for laying of pipelines, equipment and other installations for the Gas supply and in case of any event as aforesaid, the Customer shall pay to AGCL all costs for removal of the pipelines, equipment and other installations for the Gas supply.
  5. The PNG installation on at the Customer premises shall be deemed to be under the possession of the Customer. In case of any leakage of gas/emergency, the same is to be immediately informed to the nearest branch office of AGCL or on Emergency Number 9435038145/ 18003453431. The Customer shall protect and indemnify the Supplier against all claims, demands actions, suits, proceedings, judgments and all liabilities costs, expenses, damages or losses which may arise out of or result from or which the Supplier may incur or suffer as incidental to or in connection with the supply of Gas.
  6. The indemnity provisions will be enforceable notwithstanding termination of Gas supply.

#### **CUSTOMER RIGHTS AND OBLIGATIONS:**

1. The Customer shall pay the **estimated connection cost** and **security deposit** before the installation of a new PNG connection.
  - **Security Deposit (Refundable):**

The security deposit amount shall be equivalent to the value of **2 (two) months of estimated gas consumption**, based on the number and type of burners installed at the commercial premises. The indicative consumption norms are:

    - Double Stove (Domestic) – 110 SCM/month
    - Canteen Burner – 160 SCM/month
    - Medium Halwa Bhatti – 270 SCM/month
    - Big Halwa Bhatti – 360 SCM/month

The above Security Deposit shall be provisional only and reviewed after completion of 06 (six) months from the date of commissioning. The SD shall be revised after 06 (six) months based on the average consumption of gas during the last 06 (six) months by the customer. In case the amount of SD increases, the differential amount shall be deposited by the customer to the 'Service provider' or otherwise the differential amount shall be refunded / adjusted by the 'Service provider' in the regular monthly bills. The above Security Deposit shall be refunded/ adjusted by the 'Service Provider' on withdrawal of PNG connection by the customer.
2. The 'Service Provider' shall calculate the total amount payable by the new applicant for availing PNG connection considering the material cost including labour/ installation charges. The amount shall be deposited by the applicant upfront directly into the designated bank of the 'Service provider' or ONLINE. This amount shall not be refundable even after withdrawal of PNG connection.
3. The Customer is under obligation to provide the proof of ownership of the premises to the satisfaction of the Supplier at the time of submission of the registration form. If there is any dispute arises between the Customer & the landlord/society, the Supplier reserves its right to recall the Customer to prove his / her ownership /tenancy, if he /she fails to do the same, AGGL may suspend /discontinue the gas supply forthwith. It will be the sole responsibility of the Customer to ensure that the documents submitted are genuine and correct. AGCL shall not be responsible for any claim by Third Party at a later stage including any legal proceedings. The Customer shall make use of PNG for the registered burners only and shall not re-supply to any other burners or property under any circumstances, which will violate safety requirement and lead to impose of penalty.

4. All fittings & equipment as provided by the Supplier for the purpose of supply of PNG shall remain the property of the Supplier. The Customer shall remain the custodian of such properties and shall ensure the safety of these equipment. Customer is under obligation to follow necessary safety instructions (as shared & signed by Customer at the time of providing PNG Connection) and to immediately intimate to the Supplier any observation which he /she may feel is related to the safety of the installed Meter / Pipe /Installation / PNG equipment. All above ground pipelines shall be exposed and painted with yellow colour by the Supplier. In no case, the Customer shall tamper with or change the colour of the pipeline.
5. The Customer will not permit interference with PNG equipment and supply line by any person not authorized by AGCL. Only the Supplier's authorized representative will have access to rectify any problem and maintain the equipments. Any unauthorized concealing/ extension / tampering / relocation of PNG installation is not permitted and shall be solely at the risk and cost of Customer. In such cases, the Supplier shall levy penalty of Rs. 2,00,000.00 (Rupees Two Lakh) along with the sale price of gas for the quantity of gas consumed during the last 12 months or the period from the commissioning of gas supply, whichever is lower. The Supplier also reserves the right to discontinue PNG supply of Customer in case the PNG equipment has been found interfered/tampered with, or on account of any other safety reason.
6. The Customer shall permit the authorized representative of AGCL to enter inside the premises for periodic meter reading, inspection, and maintenance related work/check-ups and for other routine PNG activities. Customer shall verify the identification of such persons before allowing them into the premises. The AGCL shall not be liable / responsible for any entry by unidentified personnel claiming to represent or act on behalf of AGCL.
7. The Customer shall ensure proper & timely payment of the gas consumption bills, including any other sum due to the Supplier. Customer shall make full payment, against the bill raised by the Supplier, within due date as mentioned in the invoice. Any default in the payment of bill will attract a penal interest of Rs. 1.5% of the outstanding amount for the Customers. In case Customer has not received any monthly Bill, it shall be the responsibility of the Customer to obtain a duplicate copy of bill from the Supplier.
8. In case the Customer fails to pay the gas consumption bills, including any other sum due to the Supplier, the gas supply will be suspended / disconnected. The supply shall only be resumed by AGCL after clearance of all outstanding bills with applicable interest. Additionally, a minimum amount of Rs. 7500/- is charged from Customer as re-connection charges to cover the expenses involved in disconnecting & reconnecting the supply. The re-connection charges shall be applicable as decided by the Supplier from time to time. However, the reconnection will be at the sole discretion of the Supplier. Further, in case the customer fails to pay the outstanding dues within 15 days from the date of disconnection, AGCL reserves the right to initiate appropriate legal proceeding (as deemed fit) to recover the outstanding dues.
9. In case a Commercial Customer apply/ request to the Company for temporary shutdown for a period of minimum 03 (three) months due to Force Majeure condition, the Company may consider the case as a special case and allow the Customer to take temporary shutdown for that period subject to approval from the Competent Authority. During the period of temporary shutdown, the Company shall not raise any MDC bill to the Customer.
10. Supplier may install meters with Automated Meter Reading facility. The Customer has to pay charges towards technological up-gradation of metering system, whenever gets applicable in future and the same shall be separately communicated by the Supplier.
11. In case the Customer desires to surrender the PNG connection, the Customer would be required to lodge a request for permanent disconnection at the nearest branch office of the supplier.
12. The 'Service Provider' shall have the liberty to disconnect the PNG connection to the customer in case the outstanding dues of the customer exceeds 03 (three) times of the SD. The disconnection shall be treated as 'temporary disconnection' and after clearance of outstanding dues by the customer including the interest on delayed payment, the PNG connection shall be restored subject to payment of Reconnection charge as applicable. The Reconnection Charge for commercial PNG connection shall be Rs. 7500/-.
13. Customer understands that the rubber tube is a consumable component of PNG installation.

Customer should get it inspected periodically. Customer shall also ensure that if at any time during the usage / non-usage of PNG connection, any damage is detected in the rubber hose , PNG supply should be stopped immediately and a request for replacement of damaged rubber tube with applicable charges should be placed with the Supplier. No request for compensation / adjustment in the PNG consumption bill on account of leakage of gas caused due to damage of rubber tube /gas stove shall be entertained.

14. In case, the Customer desires to shift from the present premise having PNG connection to new premises, Customer will have to surrender the present connection and settle all dues and re-apply for a fresh PNG connection at the new address.

**GENERAL:**

1. Supplier reserves the right to reject any application for registration by intimating the basis for rejection of the application to the applicant.
2. Supplier may conduct KYC (know your customer) activities as and when required. The Customer is required to co-operate for the same.
3. PNG prices and "Payable Services & Charges" are subject to change and the Supplier reserves the right to revise the same from time to time.
4. All cesses, taxes, duties, assessments and any other levies imposed or to be imposed in future by any Government, Statutory and/or local bodies in relation to the supply of Gas shall be passed on to and paid by the Customer.
5. Supplier reserves the right to amend / modify any or all of the terms and conditions with intimation to the Customer through website [www.assamgas.org](http://www.assamgas.org).
6. In the event of any discrepancy, the City Gas Distribution (CGD) policy of Assam Gas Company Limited shall prevail.
7. The Supplier reserves the right to supply PNG to other Customers through the same pipeline at any point therein up to the meter outlet/ isolation valve without affecting the Customer's PNG supply.
8. Any dispute arising out of / in relation to this agreement shall be decided by the Sole arbitrator who shall be nominated by Managing Director of AGCL. The Arbitration proceedings will be conducted in accordance with the provisions of The Arbitration and Conciliation Act, 1996, or any other statutory modification /amendment thereof. Venue of arbitration shall be Dibrugarh only.
9. Notwithstanding any other court(s) having jurisdiction to try these suits arising out of this agreement, only court of Dibrugarh shall have exclusive jurisdiction to try such suits to the exclusion of all other courts in the country.
10. E-billing is the practice of delivering invoices or bills electronically to customers. Suppliers may provide e-bills to customers as an environmentally friendly alternative to paper billing.

**DECLARATION**

I confirm that I am authorized to make this agreement to Assam Gas Company Limited for supply of piped natural gas. I, do hereby declare that I have read and understood the above terms and conditions including the charges as applicable from time to time. I hereby accept the above stated terms and conditions in its entirety, irrevocably and unconditionally and accordingly put and subscribe my hand to these terms and conditions.

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DATE: --/---/---

(Signature of the Customer)

**Disclaimer:** "PNG invoice issued by AGCL at customer's registered address is only limited/or billing purpose and the same cannot be treated as a valid ownership proof towards the residence /premise."