

ASSAM GAS COMPANY LIMITED

CITY GAS DISTRIBUTION POLICY 2023

1. Introduction:

Assam Gas Company Limited (AGCL) is a Govt. of Assam undertaking company dealing with collection and distribution of Piped Natural Gas (PNG) to different segment of consumers viz power, fertilizer, petrochemicals, industrial, domestic and commercial consumers in upper Assam through its integrated pipeline network. At present, AGCL is transporting Piped Natural Gas (PNG) to more than 50000 nos. of domestic households and 1200 nos. of commercial establishments within its geographical area in upper Assam.

AGCL is presently working for expansion of its pipeline network in order to cover most of the urban as well as rural under its geographical area to supply PNG to all the domestic households and commercial establishments. In order to achieve the development of its CGD network, the CGD department has framed a policy to enable systematic & regulated approach for supplying PNG to domestic households and commercial establishments.

2. Applicability of the Policy:

The applicability of CGD policy shall commence from first day of the next calendar month of concurrence by the Board of Assam Gas Company Limited. As the Policy has been approved by The Board of AGCL in its 317th Meeting dated 13th May'2023, the policy shall be implemented and in force w.e.f 1st June'2023.

3. Definitions:

AGCL means	Assam Gas Company Limited
'Service Provider' means	Assam Gas Company Limited (AGCL) as authorized by PNGRB for laying, building and operating natural gas pipeline in the allotted GA and provide CGD services
PNGRB means	Petroleum and Natural Gas Regulatory Board
CGD means	City Gas Distribution
LMC means	Last Mile Connectivity
PNG means	Piped Natural Gas
Competent Authority means	Managing Director
MDPE means	Medium Density Polyethylene
GI means	Galvanized Iron
GA means	Geographical Area
Policy means	City Gas Distribution Policy

Approved in the 317th Meeting of the Board of Directors of the Company Held on 13th May'2023 at the Office of Assam Gas Company Limited ,Guwahati

Right of Use means	the area or portion of land within which the CGD entity has acquired the right through the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 or in accordance with the agreement with the land owner or agency having jurisdiction over the land to lay, operate and maintain the petroleum and petroleum products pipelines
City or Local Natural Gas Distribution Network means	an interconnected network of gas pipelines and the associated equipments used for transporting natural gas from a bulk supply high pressure transmission main to the medium pressure distribution grid and subsequently to the service pipes supplying natural gas to domestic, industrial or commercial premises and CNG stations situated in a specified geographical area.
SCM means	Standard Cubic Meters
SD means	Security Deposit
MDV means	Minimum Demand Volume
MDC means	Minimum Demand Charge
EVC means	Electronic Volume Converter
MSCM means	1000 Standard Cubic Meters
MoPNG means	Ministry of petroleum & Natural Gas
GoI means	Government of India
PPAC	Petroleum Planning & Analysis Cell

GENERAL POLICY FOR DOMESTIC / COMMERCIAL PNG CONNECTION:

1. REGISTRATION OF NEW APPLICANT:

The new applicant interested in availing PNG connections shall have to apply to the 'Service Provider' by filling up the application form along with one of the supporting documents as below:

1. Latest Electricity Bill
2. Latest Water Bill
3. Mutation Certificate for land
4. Land allotment letter
5. In case of land owner being deceased, one notary affidavit to be submitted by the legal heir along with any one of the above document.

2. CONVERSION OF APPLICANT INTO CONSUMER:

After completion of all necessary formalities for registration, the 'Service Provider' shall depute its representative or LMC contractor to visit the applicant's place for making necessary assessment of the materials required for providing the PNG connection and accordingly, a cost estimate shall be prepared.

Based on the estimate, a challan will be generated for payment of the amount. The amount may be paid in the designated Bank of the 'Service Provider' or through ONLINE and one copy of the challan/ ONLINE payment receipt shall have to be submitted to the 'Service Provider' for record.

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3. REGISTRATION/ EMPANELLEMENT OF NEW CONTRACTOR:

The 'Service Provider' has empanelled Contractors with approved rate for installation of MDPE pipeline and GI piping network for providing PNG connection. In case, the 'Service Provider' is desirous for empanelment of new party as LMC contractor, the following procedure shall be followed without any deviation:

The interested party shall have to apply for registration as contractor for mainline as well as LMC work

a) The list of documents required to be submitted along with the application are as below:

- Copy of Trade Licence.
- Copy of GST Registration
- EPF certificate
- ESIC Registration

b) After submission of the above documents, the interested party is required to procure the following tools and machineries and submit the copy of the procurement invoice to the 'Service Provider' for completion for formality for registration of applicant as Contractor:

- Electro-fusion Welding Machine
- Generator (Minimum 5KVA capacity)
- Air Compressor (Capacity- 1 HP)
- Pressure Pump/ Foot Pump Pressure tester/ recorder (Range 1 kg/cm² – 4 kg/cm²)
- Pressure tester/ recorder (Range 1 kg/cm² – 10 kg/cm²)
- Tools: Table/ Bench Vice, Pipe Vice, Saw for PE pipes, Squeezer (32mm-90mm), Squeezer (20mm- 63mm), Pipe Wrench (18inch, 12inch), Slide Wrench, Pliers, Drill Machine, Hammer, Ladder etc

4. ENGAGEMENT OF CONTRACTOR

The OIC of GRID offices are authorized to engage the empanelled contractors under their control with due discussion with HOD/HOF for providing PNG connection. The LMC contractors, engaged for development of pipeline infrastructure in any new area/ extended area shall have to carry out GI piping work along with laying of mainline network.

For supply of PNG to any new CGD areas, the Head of CGD department is authorized to engage one or more LMC contractors for installation of the MDPE and GI network in the new area through general work order or may decide to allot specific work order for the particular area.

The 'Service Provider' shall engage the contractor only after having RoU permission for laying of pipeline infrastructure in a particular area.

The empanelled contractors shall have to deposit a sum of Rss 100000/- (Rupees One Lakh) as Security Deposit (Refundable) at the time of registration. The security deposit shall be refundable at the time of withdrawal of empanelment. Further, in case of termination of empanelment by the 'Service Provider', the security Deposit shall be forfeited.

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5. PROCUREMENT OF MATERIALS FOR HOUSE CONNECTION WORKS:

The 'Service Provider' shall arrange to procure all the items such as MDPE pipes, MDPE fittings, MDPE valves, GI pipes, Gas Meter, Domestic Regulator, Isolation Valve, Appliance valve, Rubber Hose Pipe, GI Fittings such as Nipple, Union, Tee, Elbow, Jubilee Clamp, Teflon Tap etc or may call tender on Turnkey basis as required for development of pipeline infrastructure as well as LMC.

Whenever there is shortage of the following materials in case materials supplied by 'Service Provider' for which the GI connection could not be carried by the contractors, the contractor may be allowed to procure those items locally from the reputed supplier/ stores. The rate of procurement those items cannot exceed the existing approved rate available with the 'Service Provider'. The contractor shall have to submit quality testing certificate etc and to take prior approval in writing from the Head of CGD department through concerned OIC for procurement of the items which shall have to be submitted at the time of submission of invoice.

1. GI Nipple
4. GI Elbow
7. GI Clamp

2. GI Union
5. Jubilee Clamp

3. GI Tee
6. Teflon Tap

SPECIFIC POLICY FOR DOMESTIC PNG CONNECTION:

1. COST ESTIMATION AND SECURITY DEPOSIT:

The cost estimate for providing any PNG connection shall be prepared based on the assessment made by the contractor in presence of concerned OICs/ representative of the 'Service provider'. A joint measurement sheet has to be generated duly signed by the contractor as well as the concerned OICs/ representative of the 'Service provider'.

While preparing the cost estimate, the 'Service provider' will consider a margin of 10% (ten percent) on the base price (i.e purchase price from the supplier) as process fee and GST shall be on total price applicable thereon.

The new applicant shall have to deposit the following amount upfront at the time of application for new connection:

Rs. 500/- as Security Deposit (Refundable) towards non-payment bill (Bill Security)

Rs. 6000/- as Security Deposit (Refundable) towards Last Mile Connective (LMC)**

** In case the consumer is interested to install smart/ prepaid meters for consumption of gas, the Security Deposit shall be Rs. 9000/- per connection (Refundable).

The above Security Deposit shall be refunded by the 'Service Provider' on withdrawal PNG connection by the consumer subject to completion of 4 (four) years from the date of commissioning. In case the PNG connection is withdrawn by the consumer before completion of 4 (four) years from the date of commissioning, the SD shall not be refunded.

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 differential amount over and above the SD (already deposited at the time of application) shall be considered as the additional material cost which shall to be deposited by the applicant upfront directly into the designated bank of the 'Service provider' or ONLINE. This additional material cost shall not be refundable.

2. MATERIALS UNDER CONSIDERATION FOR LMC AND ADDITIONAL MATERIAL COST:

The cost of supply & installation of following materials shall be considered under LMC by the 'Service Provider':

- a. GI pipe - 15 Meter (maximum)
(10mtr from transition fitting to Isolation Valve and 5 mtrs from isolation valve upto appliance valve)
- b. Gas Meter- 01 (one) nos
- c. ½ inch Isolation Valve- 01 (one) nos
- d. ½ inch Appliance Valve- 01 (one) nos
- e. Hose Pipe - 01 (one) nos

Any cost involvement for supply & installation of materials other than the above quantity required for providing PNG domestic connection is to be loaded on the consumer under Additional material Cost.

Approved in the 317th Meeting of the Board of Directors of the Company Held on 13th May'2023 at the Office of Assam Gas Company Limited ,Guwahati

The cost of supply & installation of 20mm MDPE pipe (from the 20mm Saddle on the mainline up to 20 x ½ inch Transition Fitting) shall be loaded on the individual consumer under Additional Material Cost.

3. BILLING TO DOMESTIC CONSUMER:

The 'Service Provider' to raise consumption bill to the domestic consumer on bi-monthly basis.

a) PRICING:

The 'Service Provider' shall raise bill to the domestic consumers with the following components:

- i. Gas price : The price of gas for domestic consumer shall be domestic price as declared by MOPNG; GoI/PPAC which may be revised from time to time as per the PPAC/GoI notification.
- ii. Distribution Charge : The Distribution Charge applicable for a domestic consumer shall be INR 15.80 per SCM of gas w.e.f 1st April'2023 and valid up to 31st March'2024. Thereafter, there shall be an escalation of 5% per annum on the previous year's D. C. The D. C rate is subject to revision by the 'Service Provider' from time to time after approval by the Competent Authority.
- iii. Marketing Margin : Marketing Margin @ INR 200/- per MSCM subject to adjustment with the calorific value of gas. This is as per the notification of MoPNG.
- iv. VAT : VAT shall be applicable as fixed by the Government. Presently, the rate of VAT is 14.5% on the total price of gas with the above components.
- v. Addition or deletion of any Taxation part shall be as per notification of MoPNG/GOI as applicable

b) MINIMUM DEMAND CHARGES:

The 'Service Provider' shall raise consumption bill to the consumer based on the actual consumption of gas or the Minimum Demand Volume which is 05 (Five) SCM per month per connection, whichever is higher. Minimum Demand Charges is imposed to protect the interest of the company to realize the cost of financial involvement incurred development of pipeline infrastructure for supply of gas to the domestic households.

c) BILLING PERIOD :

Billing period shall be 1st day of calendar month upto last day of following month. Gas bill shall be raised on bi-monthly basis.

d) PAYMENT DUE DATE:

The consumer shall have to pay the regular bills to the 'Service Provider' within 15 days from the date of generation of bill. The bills may be paid ONLINE or in the designated branches of the bank where the 'Service Provider' have account facility. In case the bills are paid in the bank, the counterpart of the money receipt signed and sealed by the bank shall have to be submitted in the nearest branch office of the 'Service provider' for updation of the payment record.

Approved in the 317th Meeting of the Board of Directors of the Company Held on 13th May'2023 at the Office of Assam Gas Company Limited ,Guwahati

In case the bills are not paid by the default consumer within the stipulated date, notice will be served for disconnection of the PNG connection and accordingly, the PNG connection will be disconnected.

e) INTEREST ON DELAYED PAYMENT:

In case the payment is not made by consumer within 'Payment Due Date', the 'Service Provider' shall levy a simple interest of 1% per month on the outstanding amount for the delayed period.

f) REVIEW OF ABRUPT CONSUMPTION FIGURE:

Meter readers are to be engaged by the 'Service provider' to collect the meter reading of individual households and the readings are updated in the billing software for bill generation. In case the meter reading is found to be 4 (four) times more than the average of 2 (two) unambiguous preceding billing cycle reading then it would be treated as an abnormal Case. Under such cases, the condition shall be reviewed by the 'Service Provider' and necessary action/rectification shall be carried out accordingly.

In case the meter reading is found to be less than fifty (50%) percent of the average of last two (02) billing cycle, then it would be considered as lower reading and then a dedicated team of the 'Service Provider' to visit the place of the consumer to check whether the meter is functioning or not and necessary action to be taken accordingly.

Under such circumstances, the billing shall be done arbitrarily based on the average of last 02 (two) billing cycles which shall be adjusted in the next billing cycle after necessary rectification/ correction.

g) In case of Meter being not accessible for 01 (one) time, Door locked for 02 (two) times during the billing cycle, then billing shall be done based on the average of last 02 (two) billing cycles or MDC whichever is higher.

h) DISCONNECTION/ RECONNECTION CHARGE:

i. Permanent Disconnection:

In case the consumer desires to surrender the PNG connection, the consumer will be required to lodge a request for permanent disconnection at the nearest branch office of the 'Service Provider'. In such a case, the consumer shall be required to pay the amount required for removal of the GI pipe which is Rs. 250/- per Meter in addition to other outstanding dues payable to the 'Service Provider' on or before applying for permanent disconnection.

In case the consumer had availed the PNG connection under any EMI Scheme, then the consumers shall be required to additionally pay remaining amount for the Security Deposit and/or additional material charges (if any) as on date of application of permanent disconnection. The refundable Security Deposit shall be released after deducting the final bill amount and other dues, if any, after taking the materials as mentioned in Clause 7.0 above in the safe custody of the 'Service Provider'. The refund/ adjustment of Security Deposit is subject to fulfillment of the condition that withdrawal of connection is caused after completion of 04 (four) years from the date of commissioning.

ii. Temporary Disconnection:

The 'Service Provider' shall have the liberty to disconnect the PNG connection to the consumer in case the outstanding dues of the consumer exceeds 03 (three) times of the Bill Security. The disconnection shall be treated as 'temporary disconnection' and after clearance of outstanding dues by the consumer including the interest on delayed payment, the PNG connection shall be restored subject to payment of Reconnection charge as applicable. The Reconnection Charge for domestic PNG connection shall be **Rs. 1500/-**.

i) PENALTY FOR ILLEGAL CONNECTION/ PILFERAGE:

In case the consumer is found to have illegal connection or pilferage, supply of gas to the consumer shall be discontinued with immediate effect and the connection shall be disconnected forfeiting the Security Deposits made by the consumer at the time of application. In addition, the consumer shall be liable to pay a penalty of Rs. 25, 000.00 (Rupees Twenty-Five Thousand) 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.

In case the consumer desires to restore the gas connection, the consumer shall have to pay the all the above dues before approaching AGCL for a fresh connection along with Reconnection Charge.

4. SCHEME FOR NEW PNG CONNECTION:

The 'Service provider' may introduce scheme from time to time in order to increase the consumer database and also to benefit the consumer to avail the connection with affordability. For implementation of any scheme, the 'Service provider' shall have to take approval from the competent authority.

SPECIFIC POLICY FOR COMMERCIAL PNG CONNECTION:

1. COST ESTIMATION AND SECURITY DEPOSIT:

The cost estimate for proving any PNG connection shall be prepared based on the assessment made by the contractor in presence of concerned OICs/ representative of the 'Service provider'. A joint measurement sheet has to be generated duly signed by the contractor as well as the concerned OICs/ representative of the 'Service provider'.

While preparing the cost estimate, the 'Service provider' will consider a margin of 10% (ten percent) on the base price (i.e purchase price from the supplier) as process fee and GST shall be applicable thereon.

The new applicant shall have to deposit the following amount upfront at the time of application for new connection:

The Security Deposit (Refundable) equivalent to the selling price of gas for 02 (two) months based on the type of burner used by the commercial consumer. In general, there are 04 (four) types of burner in use by the commercial consumers where the provisional SD shall be calculated considering the consumption per burner as below:

Table-1:

1. Double stove Domestic Burner	110 SCM per month per Burner
2. Canteen Burner	160 SCM per month per Burner
3. Medium Halwa Bhatti	270 SCM per month per Burner
4. Big Halwa Bhatti	360 SCM per month per Burner

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 consumer. In case the amount of SD increases, the differential amount shall be deposited by the consumer 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 consumer.

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.

2. BILLING TO COMMERCIAL CONSUMER:

The 'Service Provider' to raise consumption bill to the commercial consumer on monthly basis.

a) PRICING:

The 'Service Provider' shall raise bill to the commercial consumers with the following components:

- i. Gas price : The price of gas for commercial consumer shall be the weighted average of the price declared by PPAC, GoI of gas . The weighted average of gas shall be calculated considering the price of gas (with or without premium rate) sourced from various gas sources.
The basic price of gas may be revised from time to time as per the PPAC/GoI notification.
- ii. Distribution Charge : The Distribution Charge applicable for a commercial consumer shall be INR 19.39 per SCM of gas w.e.f 1st April'2023 and valid up to 31st March'2024. Thereafter, there shall be an escalation of 5% per annum on the previous year's D. C.
The D. C rate is subject to revision by the 'Service Provider' from time to time after approval by the Competent Authority.
- iii. Marketing Margin : Marketing Margin @ INR 200/- per MSCM subject to adjustment with the calorific value of gas. This is as per the notification of MoPNG.
- iv. VAT : VAT shall be applicable as fixed by the Government. Presently, the rate of VAT is 14.5% on the total price of gas with the above components.
- v. Addition or deletion of any Taxation part shall be as per notification of MoPNG/GOI as applicable

b) MINIMUM DEMAND CHARGES:

The 'Service Provider' shall raise consumption bill to the consumer based on the actual consumption of gas or the Minimum Demand Volume, whichever is higher. Minimum Demand Charges is imposed to protect the interest of the company to realize the cost of financial involvement incurred in development of main pipeline infrastructure for supply of gas to the commercial households.

For the initial period of 06 (six) months from the date of commissioning of gas supply, the MDV shall be considered based on the type of burner used by the commercial consumer (may refer Table-1). After completion of 06 (six) months, the MDV shall be calculated and fixed based on the average of the last 06 (six) months gas consumption.

The MDV for commercial consumers is to be revised w.e.f 1st April of every year based on the average consumption of gas for last 12 (twelve) months or the period from the date of commissioning, whichever is lower.

In case of meter being out of order, the consumer has to inform the 'Service provider' immediately in writing. The concerned OIC/ representative of the 'Service provider' shall have to visit the place of the consumer to inspect the cause of damage and the 'Service Provider' shall have to take immediate step for replacement of the meter with new one or rectify the problem in meter.

In case of meter being out of order due to reasons not attributable to the consumer, then the consumption of gas during that period (meter being out of order) shall be calculated based on the MDV fixed for the consumer. This shall be purely a temporary arrangement.

Approved in the 317th Meeting of the Board of Directors of the Company Held on 13th May'2023 at the Office of Assam Gas Company Limited ,Guwahati

In case a commercial consumer approaches the 'Service provider' with a request to lower the MDV with proper justification and bill for last 03 (three) months, then the concerned OIC will have to check the meter condition whether the meter is functioning properly or not and accordingly, forward the case to the Head of CGD with recommendation for approval as a special case to revise the MDV on a lower side. The revision of MDV shall be effective with effect from the current month of the date of approval.

In case a Commercial Consumer 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 Consumer 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 Consumer.

c) CORRECTION FACTOR:

The 'Service Provider' shall have to consider a **correction factor** in case of billing to any commercial consumers through diaphragm meters without EVC. The correction factor will be considered to convert the uncorrected meter reading to corrected meter reading. The Correction Factor to be considered by the 'Service Provider' for commercial consumers shall be 1.74. In case of any requirement for changes in the Correction Factor, the decision shall be taken by the Competent Authority.

d) PAYMENT DUE DATE:

The consumer shall have to pay the regular bills to the 'Service Provider' within 15 days from the date of generation of bill. The bills may be paid ONLINE or in the designated branches of the bank where the 'Service Provider' have account facility. In case the bills are paid in the bank, the counterpart of the money receipt signed and sealed by the bank shall have to be submitted in the nearest branch office of the 'Service provider' for updation of the payment record.

e) INTEREST ON DELAYED PAYMENT:

In case the payment is not made by consumer within 'Payment Due Date', the 'Service Provider' shall levy a simple interest of 1.5% (one point five percent) per month on the outstanding amount for the delayed period.

f) PAYMENT OF ARREAR/OUTSTANDING DUES IN EMI:

In case the non-payment of regular bills by the Consumer due to having dispute on incorrect meter reading/ Meter out of order etc, AGCL will continue to raise bill with interest on arrear/ outstanding dues as applicable and the Consumer shall be allowed by the Company to pay the arrear / outstanding dues in maximum 06 (six) Equal Monthly Installments (EMI) subject to approval of the Competent Authority. The OIC of the concerned Grid office shall have to put up the case to Head of CGD with proper justification.

g) REVIEW OF ABRUPT CONSUMPTION FIGURE:

- The 'Service provider' will be required to visit and collect the meter reading of commercial consumers and the readings are updated in the billing software for bill generation.
- The report generated on updation of meter reading figure is compared with the average billing of consumers for last 03 (three) months and in case of major variation (i.e consumption is less than the average consumption during 03 (three) months by more than 50%), the 'Service Provider' will be required to check whether the meter is functioning or

not and necessary action to be taken accordingly. Billing shall be done arbitrarily based on the average of last 03 (three) months billing and shall be adjusted in the next month billing after necessary rectification/ correction.

- Monthly report must be prepared by the respective OICs for default consumers who have not paid bills for 2 cycles (i.e. for 2 months) and Notice (not a legal notice) is to be served to all those consumers to clear the bill within a stipulated date.
- In case the bills are not paid by the default consumer within the stipulated date as per the served notice, another notice will be served for disconnection of the PNG connection and accordingly, the PNG connection will be disconnected.

3. DISCONNECTION/ RECONNECTION CHARGE:

a) Permanent Disconnection:

In case the consumer desires to surrender the PNG connection, the consumer will be required to lodge a request for permanent disconnection at the nearest branch office of the 'Service Provider'.

b) Temporary Disconnection:

The 'Service Provider' shall have the liberty to disconnect the PNG connection to the consumer in case the outstanding dues of the consumer exceeds 03 (three) times of the SD. The disconnection shall be treated as 'temporary disconnection' and after clearance of outstanding dues by the consumer 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/-**.

4. PENALTY FOR ILLEGAL CONNECTION/ PILFERAGE:

In case the consumer is found to have illegal connection or pilferage or meter tempering, supply of gas to the consumer shall be discontinued with immediate effect and the connection shall be disconnected forfeiting the Security Deposits made by the consumer at the time of application. In addition, the consumer shall be liable to pay a 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.

In case the consumer desires to restore the gas connection, the consumer shall have to pay the all the above dues before approaching AGCL for a fresh connection along with Reconnection Charge.

In case of ILLEGAL CONNECTION/ PILFERAGE/ GAS LOSS/ TEMPERING by commercial connection, the Company shall have the right to impose penalty on the Consumer or lodge FIR depending on the case.

AMENDMENT TO THE CGD POLICY:

This policy is subject to periodical review and updation by the Competent Authority in line with any changes in law, changes in Company's philosophy, vision, business plan or otherwise as may be necessary and all such amendment/ modification shall take effect prospectively from the date stated therein.