

TERMS AND CONDITIONS FOR SUPPLY OF PIPED NATURAL GAS TO DOMESTIC CUSTOMERS

The terms and conditions between M/s Bengal Gas Company Limited (BGCL), (hereinafter referred to as "Supplier") and the applicant (hereinafter referred to as "Customer") for the supply of piped natural gas, are stated below:

1. "Supplier" means Bengal Gas Company Limited
2. "Customer" means the applicant for a domestic Piped Natural Gas (PNG) connection.
3. "PNGRB" means Petroleum and Natural Gas Regulatory Board.
4. "Last Mile Connectivity (LMC)" means equipment's and installations used for providing PNG connection as defined in PNGRB Regulations 2008.
5. "SCM" (Standard Cubic Meter of GAS) means a quantity of GAS required to fill One (1) cubic meter of space when the GAS is at an absolute pressure of seven hundred and sixty (760) millimeters of mercury and a temperature of fifteen (15) degrees Celsius.
6. "Households" means a family consisting of husband, wife, unmarried children and dependent parents living together in a dwelling unit having common Kitchen".
7. "Payable Services & Charges" means a list of applicable charges (non refundable) payable to BGCL by the Customer towards service requests, as updated on BGCL website (www.bgcl.co.in) from time to time.

Supplier's Rights and Obligations

1. After receipt of the duly completed registration form together with the required interest free refundable security deposit, the Supplier shall commence to take steps to provide the PNG connection to the Customer. The Supplier shall make all efforts, as a prudent City Gas Distribution Company to install the connection within reasonable time from the date of registration, subject to the availability of access to the Customer's premises.
In the event of any delay, due to non-availability of requisite permissions from land owning agencies of the area / society, the Customer may exercise the option to ask for the refund of their security deposit. The Supplier shall refund the interest free security deposit in the event of non-feasibility of providing the PNG connection to the Customer due to technical reasons, which the Supplier may discover at the time of execution of the work availability of installation of the connection.
2. The Supplier shall supply the gas at a pressure of 21 mili bar to all the domestic customers and maintain the maximum flowrate of 0.75 SCM per hour only for kitchen application only. However, the flowrate may change for any additional application(s). The Supplier reserves the right to select safe and best possible pipeline route to provide PNG connection to individual residential units having necessary safety and statutory clearances.
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4. The Supplier shall convert the existing LPG burners to make it compatible for use on PNG for the first stove / appliance. Any subsequent conversions would be carried out on payment of applicable "Payable Services & Charges" as prevailing at the time of receipt of the request. If desired, the Customer may approach the

- OEM/its authorized service center for Stove conversion. The Supplier will not be responsible for any damage of the appliance during such conversion activity.
5. Meter reading shall be taken during the period commencing 10 days prior to the last date of respective billing cycle. Bi-Monthly bill shall be raised on the Customer on the basis of actual meter reading converted into Standard Cubic Meter (SCM) by applying correction factor. In case in spite of best efforts the meter reading is not recorded due to any reason at Customer's end, the entity will send a provisional bill of based on average consumption of the last six billing cycles and the difference in the amount if any will be adjusted in the next bill on the basis of actual meter reading obtained. In such case if the customer desires the bill based on actual meter reading, he/she may inform the current meter reading to the supplier within 5 days from the last date of respective billing cycle through letter/mail containing the complete details including the Meter Number and Business Partner Number.
 6. The PNG connection shall be issued only in name of any adult member of the household. Each Meter shall be treated as separate PNG Connection. Extension from one floor to another floor is permitted for the household. Extension of GI Pipe/ Copper tubing can be provided with extra charges as per prevailing "Payable Services & Charges". Extension in the kitchen on the same floor can be provided with extra charges as per prevailing rates.
 7. The modification of existing PNG installation may be carried out on request of the Customer along with the payment of applicable "Payable Services & Charges" as prevailing at the time of receipt of such request. Acceptance of any such request for modification is subject to conformity to relevant technical and safety standards.
 8. If the banking instrument issued by the Customer gets dishonored for any reason, administrative charges of Rs. 200/- (Plus applicable taxes) shall be levied and recovered from the Customer in addition to interest, if any, without prejudice to the right of the Supplier to initiate appropriate legal proceedings and bankers charges against the Customer for the said dishonor.
 9. The Supplier shall not use Customer information obtained for a purpose other than for which it was obtained. The Supplier shall not disclose the Customer's information to any person/entity other than the Petroleum and Natural Gas Regulatory Board (PNGRB), Central and State Governments and other statutory authorities without the consent of the Customer in writing except for the following purposes:
 - a) Billing or Market Operation
 - b) Law enforcement
 - c) When past due accounts of the customer have been transferred to a debt collection agency.
 10. 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 force majeure like 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.
 11. The Supplier shall inform the PNG Customers through RWA /Managing committee of the affected society/area/colony of any planned shut down for undertaking maintenance activity in their respective areas.

Customers' Rights and Obligations:

- 1 Customer shall submit a Cheque /Demand Draft /Pay order of Rs 300 /=- (Plus applicable Taxes) as nonrefundable application fee along with the application form for PNG Domestic Connection.

- 2 An interest free refundable security deposit of Rs. 5000/- per domestic connection shall be deposited through cheque /DD/PO payable at par in Kolkata in favor of “Bengal Gas Company Limited” towards the security of the equipment’s and facilities as defined in the PNGRB Regulations 2008.
- 3 The customer is required to deposit Rs. 1000/- towards bill payment security deposit (interest free refundable) towards bill for gas consumption, at the time of starting the gas supply.
- 4 The domestic PNG Customer shall bear the cost of material and labor charges for GI pipe in excess of 10 meters before metering unit & tube/pipe in excess of 5 meters after metering unit including rubber tube, as per applicable “Payable Services & Charges” at the time of execution and as declared by the supplier.
- 5 It shall be the responsibility of the customer to provide access to the route as decided by the Supplier for laying of pipeline inside the boundary wall of the premises of his/her residence. However, in case of flats located in multi storey housing societies, the Customer shall arrange NOC, if required for laying of pipelines, through the common portions/areas/walls inside of such housing complex, from the person/society concerned. In the event of non-receipt of such clearance in a reasonable time frame Supplier shall cancel the registration and refund the security deposit.
- 6 The Customer undertakes to provide the Supplier with the proof of requisite safety and statutory clearances from the competent authority at the time of registration. The Customer is under obligation to provide the proof of ownership/tenancy of the premises to the satisfaction of the Supplier at the time of submission of the registration form.
- 7 The Customer shall make use of the PNG supply for domestic purpose only and that too in the registered premises only and shall not re-supply to any other person or property under any circumstances.
- 8 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’s.
- 9 The Customer will not permit interference with PNG equipment and supply line by any person not authorized by Bengal Gas Company Limited. Only the Supplier's authorized representative will have access to rectify any problem and maintain the equipment. Any unauthorized concealing / tampering / relocation of PNG installation is not permitted and shall be solely at the risk and cost of Customer. In such cases, the supplier would forfeit the security deposit of Rs. 5000/-. The supplier reserves the right to discontinue PNG Supply in case PNG equipment’s has been interfered with.
- 10 The Customer shall ensure access to the meter reader, authorized by Bengal Gas Company Ltd., for periodical meter readings and maintenance checks.
- 11 The Customer shall ensure the proper & timely payment of gas consumption bills, which shall also include the LMC charges, and/or Network Tariffs decided from time to time in accordance with the PNGRB Regulations 2008. Customer shall make full payment, against the bill raised by the Supplier within 21 days from the date of billing. Any default in the payment of bill will attract a penal interest of 2% per month. Non receipt of PNG consumption bill shall not be sufficient ground for non-payment of bills. In case Customer has not received Bi-Monthly bill he/she is under obligation to obtain a duplicate copy of same from the Supplier.
- 12 In case the Customer fails to pay two consecutive bills, gas supply will be discontinued without any notice. The supply shall only be resumed by Bengal Gas

Company Ltd, after clearance of all the outstanding bills with applicable interest. A minimum amount of Rs.1000/- shall be charged as re-connection charges to cover the expenses involved in disconnecting & reconnecting the supply. In such cases, Supplier reserves the right to resume PNG supply with Smart-Card enabled metering system.

- 13 All the payments shall be made by as per the modes evolved by the supplier from time-to-time. Following modes of payment shall be acceptable by the supplier:
 - (a) Cheques,
 - (b) Demand Draft
 - (c) Electronic fund Transfer
 - (d) NEFT, RTGS, Etc.
- 14 The customer in addition to the per unit cost of gas has to bear & pay, taxes levied as applicable from time to time.
- 15 Supplier may install meter with Automated meter reading facility or may install a Smart-Card enabled gas meter as part of PNG installation and the same shall be acceptable to the customer without any objections
- 16 Customer can buy / recharge prepaid smart cards for supply of PNG from various authorized channels made available by the Supplier from time to time.
- 17 In case the Customer desires to surrender the PNG connection, the Customer would be required to submit a written request along with the original receipts of payment made towards the payment of refundable security deposit. The security deposit would be released after deducting the final bill amount and other dues, if any, after taking the meter and other fittings in the safe custody of the Supplier.
- 18 Customer understands that rubber tube is a consumable component of PNG installation. Customer is under obligation to get it replaced annually with payment of applicable charges. Customer shall also ensure that if at any time during the usage/non-usage of PNG connection, any damage is detected in the rubber tube, 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 shall be entertained.
- 19 In terms of notification G.S.R 781(E) issued by ministry of Petroleum & Natural Gas, the consumer hereby undertakes to surrender the subsidized Liquefied Petroleum Gas (LPG) connection under the Public Distribution System , (if any) obtained from Government Oil Company OR keep the subsidized LPG Connection in safe custody OR convert the subsidized LPG Connection to non - subsidized one, within sixty days of obtaining PNG connection from the seller, failing which the Seller shall have absolute right to disconnect the PNG connection provided to the consumer.

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 reserves the right to provide an additional PNG connection for use in heating & cooling application (i.e.domestic Geyser & Air Conditioner) on request of the Customer along with the payment of applicable “Payable services and charges” as prevailing at the time of receipt of such request &additional connection for Gas based gensets for domestic supply purposes.
3. Prices of domestic PNG are subject to change and Supplier reserves the right to revise the prices at any time.

4. The Supplier reserves the right to revise LMC charges and Network Tariff for the Last Mile Connectivity (LMC) at any time. Such charges and tariffs would be in accordance with the PNGRB Regulations 2008.
5. After Sales Service shall be provided by the supplier on payment of applicable "Payable services and charges" as prevailing at the time of receipt of such request.
6. Supplier reserves the right to amend/modify any or all of the terms and conditions with intimation to the Customer.
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 disputes arising out of/in relation to this agreement or differences whatsoever, arising out of this agreement shall be decided by the arbitrator appointed by BGCL. Indian Arbitration & Conciliation Act, 1996 and any other modifications thereof shall be applicable to the proceedings.
9. Notwithstanding any other court(s) having jurisdiction to try these suits arising out of this agreement, only court of Kolkata shall have exclusive jurisdiction to try such suits to the exclusion of all other courts in the Country.