



Terms And Conditions

FOR SUPPLY OF PIPED NATURAL GAS TO DOMESTIC CONSUMERS

THE AGREED TERMS AND CONDITIONS BETWEEN THE Bhagyanagar Gas 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 Bhagyanagar gas Limited (BGL)
2. "Applicant/ Customer" means a person or individual including Juristic or Legal person. who submits duly signed and filled in Application for PNG connection.
3. 'Application' means duly filled in form submitted to BGL by the Consumer/ Customer along with Application for Piped Natural Gas (PNG) connection.
4. 'PNGRB' means Petroleum and Natural Gas Regulatory Board.
5. 'Connection Charges Plan' means the plan prepared by BGL, prevailing at the time of registration, indicating the payments to be made and their schedule for installation of Gas Connection.
6. 'Last Mile Connectivity (LMC)' means connectivity between the riser isolation valve before the metering unit and the suraksha hose pipe connecting 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.
7. 'Payable Services & Charges/ Tariff Plan' means a schedule of applicable charges payable to BGL by the Customer towards various services/ requests, as updated on BGL website (www.bgl.com) from time to time.
8. '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, neighbour 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 21 mbar to all domestic Customers and maintain flow-rate max. up to 0.75 SCM/hour.
3. 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.
4. The Supplier shall have the right to supply Gas to other Customers, through the same pipelines, at any point therein. upto the meter outlet/ isolation valve.
5. The Supplier shall convert the Indian make (manual) Two existing LPG burners, free of cost & above two burner it will be chargeable on prevailing rates to make it compatible for use on PNG for the first stove/ appliance within fifteen (15) days of the PNG connection. Any subsequent conversion(s) would be carried out on payment of applicable charges as mentioned in 'payable services & charges/ Tariff Plan' at the time of conversion. If desired. the Customer may approach the OEM/ Dealer for his Stove conversion, so that the conversion is done as per customer's satisfaction. The Supplier will not be responsible for any breakage/ loss during such conversion activity.
6. Supplier currently raises bimonthly bill on 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 eliminated 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 basis of average consumption. In such cases, BGL'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 call at our Customer Care Number. However, in no event. Consumer 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.

7. BGL reserves the right to levy minimum charges in the bill towards recovery of administrative costs. Currently, Customer is required to consume the Gas for a value of Rs. 100/- 1n bi-monthly billing cycle. if the total bi-Monthly consumption value is less than Rs. 100/- than balance amount **(Rs.100 - Actual Gas consumption value)** will be charged as a minimum charges. These minimum charges are subject to revision by BGL from time to time. Further, in case there is delay of more than 15 days at Customer's end in getting the PNG connection activated, after meter installation at the premises, then the charges shall be levied, as applicable, on account of said delay.
8. In a single registration, one PNG connection will be provided in a single Kitchen. Depending upon the technical feasibility connection for Geyser can also be provided in same Registration / Application after payment of prevailing charges of the same.
9. The modification of existing PNG installation may be carried out on request of the Customer along with the payment of applicable charges
10. If any banking instrument under Negotiable instrument Act, 1881 issued by Customer gets dishonored for any reason, administrative charges of Rs 150 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 dishonour.
11. 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.
12. Supplier shall take all reasonable steps to ensure a regular and consistent supply of PNO 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.
13. The Supplier shall inform the PNG Customer through any channel 01 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 Consumer if:

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

LIABILITY/ INDEMNITY:

1. The Consumer shall use the Gas supplied by BGL for the sole purpose of domestic purposes. Any use other than the said purpose without express consent of BGL is prohibited. Any loss or damage to Customer himself or any third person due to such unauthorized usage of Gas is wholly attributable to Customer and Customer will be liable to Indemnity and keep indemnified the Supplier from and against any loss, claim, action or proceeding that may be suffered or incurred by the Supplier as result of any such act of the Consumer
2. If at any time after the connection, it is found that Gas is being used for purposes other than domestic purposes, the Consumer shall be liable to pay all the bills with an additional penal rate as specified by BGL, with retrospective effect from date of connection.
3. The Consumer shall be liable for payment of any loss or damage caused to pipes. equipment or installations whether caused on account of negligence by the Consumer or its employees or agents, theft, sabotage or otherwise, howsoever.
4. The Consumer shall indemnify and keep BGL indemnified from and against any action, claim. proceeding, loss or damage that may be suffered or incurred by BGL on account of any dispute with the Landlord/ Society or the Consumer 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 Consumer shall pay to BGL all costs for removal of the pipelines. equipment and other installation for the Gas supply.
5. The PNG installation 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 Supplier on **Emergency Number 05224088530** . The Consumer shall protect and Indemnify and keep save harmless and defended the Supplier against all claims. demands actions suits. proceedings, judgements 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 no supply of Gas.
6. The Indemnity provisions will be enforceable notwithstanding termination of Gas Supply

CUSTOMER RIGHTS AND OBLIGATIONS:

1. At the time of registration the Customer is required to pay registration charges and or security deposit as per the prevailing scheme at the time of registration opted by customer.

NOTE:

2. **No cash payment under any circumstances shall be done by the Customer.** say it towards initial security deposit. bill payment. penal/ interest charges or against any other payable services. BGL shall not be responsible for any payment made by Customer to any unauthorized person.
3. The Customer shall bear the cost as per '**Payable Charges and Services / Tariff Plan**' of material and labour charges for GI/Cu pipe in excess 15 meters, excluding the rubber tube. Supplier shall finalize the motor location and any charges towards extra pipeline shall be charged in bill, as applicable.
4. It shall be the responsibility of the Customer to provide access to the route as decided by the Supplier. at his/ her own cost. 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 the necessary permits/NOC, if required for laying of pipelines, through the common portions/ areas/ walls inside of such housing complex, from the parson/ society concerned. In the event or non-receipt of such clearance in a reasonable time frame, Supplier shall cancel the registration and refund the security deposit.
5. The Customer is under obligation to provide the proof of ownership/ tenancy of the promises 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, BGL 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. BGL shall not be responsible for any claim by Third Party at a later stage including any legal proceedings.
6. The Customer shall make use of PNG supply for the registered premises only and shall not re-supply to any other person or property under any circumstances. The gas shall be used exclusively for domestic purposes.
7. The Customer Shall obtain the specific prior written permission of the Supplier for change in user and/ or for installing any equipment such as gas booster, fans, compressors or other equipments since the Customer hereby acknowledges that such equipment is likely to efface the operation to the Suppliers piped gas supply systems.
8. All fittings & equipments 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 equipments. 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 equipments. 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.
9. The Customer will not permit interference with PNG equipment and supply line by any person not authorized by BGL. 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 on the Customer as stated in '**Payable Services & Charges/ Tariff Plan**' and may even forfeit the security deposit. The Supplier reserves the right to discontinue PNG supply of Customer in case the PNG equipment has been found interfered with or on account of any Other safety reason.
10. The Customer shall permit the authorized representative of BGL to enter inside the premises for periodic meter reading. inspection, and maintenance related work/ chock-ups and for other routine PNG activities. Customer shall verify the identification of such persons before allowing them into the premises. The BGL shall not be liable/ responsible for any entry by unidentified personnel claiming to represent or out on behalf of BGL.
11. 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 intents, of 2% or Rs. 50/- per month whichever is higher.**
In case Customer has not received bi-monthly/ any bill, it shall be the responsibility of the Customer to obtain a duplicate copy of bill from the Supplier. Customer shall notify BGL in case of non-receipt of first gas bill if the gas supply had commenced at premises for a period more than two months.
Non-receipt of PNG consumption bill(s) shall not be the sufficient ground for nonpayment of bill(s).
12. 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 BGL after clearance of all outstanding bills with applicable interest. Additionally, reconnection charges will be applicable as per prevailing '**Payable Services & Charges/ Tariff Plan**' charged from Customer as reconnection charges to cover the expenses involved in disconnecting & reconnecting the supply.
13. Supplier may install meters with Automated Meter Reading facility. Alternatively, the Supplier may introduce Smart-Card enabled gas motors as part of PNG installation. Under such a scenario. the Customer will buy/ recharge prepaid smart cards for supply of PNG from various authorized channels made available by the Supplier from time to time. The Customer has to pay charges towards such technological up-gradation of metering system, whenever gets applicable in future and the same shall be separately communicated by the Supplier.
14. In case the Customer desires to surrender the PNG connection, the Customer would be required to lodge a request for permanent disconnection. The charges towards such permanent disconnection shall be as per the '**Payable Services & Charges/Tariff Plan**' as stated on BGL website. Necessary supporting documents may be asked by the Supplier at the time of receiving such request. The security 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. In case the Customer is not in a position to use PNG connection

on temporary basis 'or' going out of station for a longer duration, considering the safety aspect & to avoid estimated bills, the Customer should get his/ her PNG connection temporarily disconnected. The Temporary disconnection request may be lodged at our Customer care no. and charges for the same shall be applicable as per 'Payable Services & Charges/Tariff Plan' as stated on BGL website.

15. In case, the Customer desires to shift from the present premises 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 of 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. Domestic PNG prices and 'Payable Services & Charges' are subject to change and the Supplier reserves the right to revise the same from time to time without prior information.
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 Consumer.
5. Supplier reserves the right to amend/ modify any or all or the terms and conditions with intimation to the Customer through website or any other medium.
6. 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 or incurred by BGL on account of any dispute with the Landlord/ Society or the Consumer 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 Consumer shall pay to BGL all costs for removal of the pipelines, equipment and other installations for the Gas supply.
7. 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 BGL. 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 New Delhi only.
8. Notwithstanding any other court(s) having jurisdiction to try these suits arising out of this agreement, only court of Delhi have exclusive jurisdiction to try such suits to the exclusion of all other courts in the country.

Disclaimer:

PNG Invoice issued by BGL at customer's registered address is only limited for billing purpose and the same cannot be traveled as a valid ownership proof towards the residence/ premise'

Preferable Payment Options

1. Online Payment:
2. Internet Banking: By logging in to bank, Non-bank enabled Net Banking/App ---->
select bharat bill pay/bill payment option choose and select biller
3. Payment wallets / UPI apps