

**Name :** Lim Han Kwang  
**Company :** PowerSeraya Ltd  
**Designation :** Manager  
**Contact No :** 62138707  
**Email :** limhk@pseraya.com.sg

**Section 4**

The requirement to make available information in legible form when it is not legible appears to be onerous. The obligation should be on a best endeavor basis.

**Section 7 and 9**

We noted a new category of licensee i.e. gas transport agent license created in the current amendments to the Gas Act. We seek to understand the rationale for the deviation from the original intent that all gas pipeline in Singapore are owned by the gas transporter. We seek EMA's inclusion in Section 9 the duties of the gas transport agent.

**Section 9**

We seek clarification for the requirement of the gas licensee to provide a performance bond, guarantee or any other form of security when Licence Fee and penalties are already imposed on Licensee.

**Section 38**

Deletion of the words "the conditions of a gas licence or the performance of its contractual obligations" should be reinstated. Legitimate contractual obligations should not be disregarded unless the contractual parties are compensated.

**New Section 38**

The guided principles for the allocation of the gas in the offshore gas pipelines should be clearly stated to guide the decision making of the EMA. Otherwise, the power bestowed to EMA might appear to be excessive.

**New Section 38**

Penalty should not be imposed should the parties be able to reach an arrangement between themselves for the allocation of gas in the offshore gas pipeline within say 3 months after the Authority has given the direction.

**Section 61B**

We seek clarification on what constitute an undue discrimination

**Section 61E**

We noted that it is proposed that the Network Code has effect of contract. As such, we are not agreeable to the limitation of recourse to courts because the legal rights of a contract to seek recourse from the courts should be upheld.