

**GUIDELINES FOR SETTING UP OF CNG/ELECTRIC VEHICLE CHARGING/ELECTRIC VEHICLE BATTERY
SWAPPING STATION ON NATIONAL/STATE HIGHWAYS**

Indraprastha Gas Limited (IGL) is a City Gas Distribution Company authorised for retailing of CNG & PNG in Delhi, Noida, Greater Noida, Hapur, Ghaziabad, Rewari, Karnal, Kaithal, Gurugram, Ajmer, Pali & Rajsamand, Fatehpur, Hamirpur and part of Kanpur.

We invite applicants to be a part of IGL's team and expand our CGD network by applying for setting up CNG /Electric vehicle Charging/Electric Vehicle Battery Swapping Stations on National Highways / State Highways through Dealer Owned Dealer Operated (DODO) model in following Geographical Areas as present:

1. Ajmer, Pali, Rajsamand
2. Meerut, Muzaffarnagar, Shamli
3. Kanpur
4. Gurugram
5. Karnal

Eligibility Criteria:

(a) Individuals

- (i) **Nationality:** Should be Indian national.
- (ii) **Age:** As on the date of application (in completed years) not less than 21 years and not more than 55years
- (iii) **Educational Qualifications:** Minimum 12thpass or recognized equivalent
- (iv) **Residence:** The applicant shall be the resident of India as per income tax act

(b) Eligibility Criteria for Partnership Firms:

All partners of the firm should individually fulfil the eligibility criteria as specified as above and all partners should submit single application form online. Company should be registered under companies act 2013.

(c) Eligibility Criteria for Non individual Entities:

1. **Registered Co-Operative/ Consumer societies:** Registered co-operative/consumer societies registered under Societies Registration Act 1860 are also eligible to apply provided they meet the required financial criteria.
2. **Organized Bodies:** Organized Bodies such as registered bus/truck associations etc., Charitable Trusts registered with Charity Commissioner of respective State Government and corporate houses i.e. Government Organizations/Bodies, PSUs, and Companies incorporated under Companies Act, 1956 are also eligible to apply, provided they meet the required financial criteria.

Financial Eligibility:

The applicant/one of the applicants in case of partnership firm, shall have a financial capital of Rs. 2 Crore or more available with him duly certified by Government Approved Valuers (GAVs), to become eligible for issuance of LOI. Cash, Jewellery where the ownership cannot be established will not be considered as "Liquid Cash" or "Assets". The amount considered for evaluation under fixed and

movable assets would be 50% of the value assessed by GAV (Parental property (Father's and Mother's) or spouse's property may be considered for evaluation purpose along with an affidavit from the owner intending to use their property for evaluation). Mutual Funds would be considered at 80% of their market value.

Disqualification

- (a) Candidates convicted or against whom charges have been framed by a Court of law for any criminal offence involving moral turpitude/economic offence (other than freedom struggle).
- (b) Medically unsound / totally paralysed person.
- (c) Signatory to any agreement terminated by IGL/PSU OMC's on the grounds of malpractice and misconduct
- (d) Found guilty of wilfully giving wrong information.

Personal supervision by dealer:

A person selected for the dealership shall be paying attention towards day to day working of the dealership by personally managing the affairs of the dealership. He/she will not be eligible for taking up any other employment under any organization. If the selected person is already employed, he/she will have to resign from the employment prior to appointment as dealer/operator.

Process for applying:

Application form for dealership is a part of the Advertisement published in the newspapers.

- a) The application can be submitted online only in the prescribed format.
- b) Application Fee (non-refundable): Rs.2500/- for all the categories.
- c) In case of partnership, the name of each partner would be mentioned in the application form. However, the application form would be one.
- d) The applicant should upload his / her recent (Last 6 Months) Photograph.
- e) No addition / deletion / alteration will be permitted in the application form once the internal approval process has been initiated.
- f) No additional documents whatsoever will be accepted or considered once the internal approval process has been initiated.
- g) Applications received after the closure of application submission date for any reason, and those without accompanying valid documents, Affidavits, Medical Certificates etc., application fee or incomplete in any respect will not be considered and no correspondence will be entertained by the IGL in such cases whatsoever.

- h) After the closure of application submission date as given in the advertisement the applications shall be scrutinized.
- i) If any statement made in the application or in the document enclosed therewith by the candidate at any stage is found to be incorrect or false and/or the applicant conceals any information, which if, would have made him/her ineligible for dealership, the application is liable to be rejected and in case the applicant has been appointed as a dealer, the dealership is liable to be terminated. In such cases the candidate / dealer shall have no claim whatsoever against IGL. The security deposit submitted by the dealer would be forfeited in such cases. The site shall continue to remain with IGL.
- j) Scrutiny Fee: If the proposed land is found suitable by the survey team, a scrutiny fee for evaluation of relevant documents i.e. Due Diligence report w.r.t proposed land will be charged from applicant @Rs. 50,000/+GST (Non - refundable).
- k) The successful applicant has to deposit non-refundable fees of Rs. 3 Lacs+ GST in Gurugram and Rs. 1.5 Lacs+ GST in other Geographical areas in favour of IGL. LOI shall be issued to successful applicant only after receipt of applicable fees.

Person applying for different locations:

While one applicant can apply for different locations, the same should be done in separate application forms in respect of each location along with application fee in each case. Each application should be complete in all respect and documents attached with one application cannot be considered for other application(s). However, the same applicant may be awarded maximum of two LOIs in a GA.

Availability of suitable land:

Plot Size: 1500 - 3000 Sq meters as per CLU NORMS of states and NHAI NORMS, preferably rectangular in shape.

Frontage: 30 meters or more and the plot should fulfil the guidelines of NHAI and the concerned Civic or Development authorities.

Front Road Width: National Highway/State Highway/Minimum ROW required for setting up CNG Station.

Distance from other fuel station: As per updated NHAI/Authority guidelines.

Byelaws to follow: Norms laid down in updated NHAI circular/guidelines for setting up of fuel station on National Highways, Building Byelaws issued by concerned authorities, Updated policy/guidelines for setting up of CNG Station/ Petrol Pump issued by State Government/Authority.

In case of DODO if an applicant, after selection, is unable to provide the land indicated in the application within a period of two months from the date of Letter of Intent (LOI), IGL will have the right to cancel the LOI issued to the applicant.

In case of lease, the same will be for a period of minimum 15 years with renewal option for another 15 years at the discretion of company.

The lands offered by the applicants shall be categorized under following groups:

Group-I (Owned Land category) - The land owned by the family member(s) will also be considered as belonging to the applicant (Group 1) subject to producing the consent letter in the form of affidavit from the concerned family member(s).

For the purpose of ownership of land, following shall be considered under Group-I land category:-

- a) Land belonging to Family members comprising of following, subject to consent letter from respective family members:

Self/Spouse

Father/Mother including Step Father/Step Mother

Brother/Sister (unmarried)/Step Brother/Step Sister

Son/Daughter (unmarried)/Step Son/Step Daughter

Son-in-law / Daughter-in-law

Parents-in-law

Grand Parents (both maternal & paternal)

In case of partnership firms land belonging to any one of the partners would also be considered under Group 1 category.

- (b) Land belonging to Applicant via Government Registered lease of 15 + 15 years

Group-II -: Applicants having Firm notarized Offer for a suitable piece of land for purchase or long-term lease for a period of minimum 15 years having a provision of further extension for another 15 years.

Documents for Offered Land

The applicant(s) should furnish at least one of the following documents in support of ownership of land offered for CNG Station:

- i. Khasra/Khatauni or any equivalent revenue document or certificate from revenue official confirming status of ownership of the land

Or

- ii. Registered sale deed

Or

- iii. Registered lease deed for a period of 15+15 years.

Or

- iv. Lease agreement or firm allotment letter issued by government/ semi Government bodies

Or

- v. Agreement to lease for 15+15 years on a Rupees 100 non-judicial notarized stamp paper with the land owner along with the relevant ownership documents. In addition to this a NOC from the actual owner, stating that he does not have any objection in creating CNG

facilities at his land.

In addition to the above, following documents are also required, as applicable, for evaluation as **“Own land/Firm offer”**:

S. No.	Situation of Ownership	Documents required in addition to above
1	Self	Nil
2	Self with members of family unit	Consent letter from members of family unit
3	Self with other owner(s)	Consent letter on stamp paper or an Affidavit or Power of Attorney from other owner(s)
4	Self and members of family unit with other owner(s)	Consent letter from members of family unit and Consent letter on stamp paper or an Affidavit or Power of Attorney from other owner(s)
5	Only members of family unit	Consent letter from members of family unit
6	Members of family unit with other owner(s)	Consent letter from members of family unit and Consent letter on stamp paper or an Affidavit or Power of Attorney from other owner(s)
7	Land owned by Government/ Semi-Government bodies	Letter from the Government/ Semi-Government bodies that land will be allotted in case dealership is awarded

In all cases, site map with dimensions indicating survey no., hissa no., name of the road (NH/SH/Other road), nearest KM Stone, total land area and offered land, as applicable in respect of the plot being offered for CNG Station are to be attached. A key plan showing adjoining lands on all 4 sides including ROW of front road shall be submitted by the applicant.

Site where HT line is passing through the land or HT line is in very close proximity of the land or where there is issue of approach road, or the approach road is very narrow etc. shall be considered as technically not suitable.

Type of Dealerships:

Dealer Owned Dealer Operated (DODO)

In this model, the Dealership is given to the applicants offering the land for setting up the CNG station at the selected location. The entire earmarked plot shall be developed exclusively for setting up of CNG station and allied commercial activities such as Convenience stores, Coffee Shop and CNG service station at the discretion of IGL and subject to statutory approvals. Once the site is selected, the applicant will have to enter into a long term agreement with IGL.

In case of leased lands, the lessor understands and agrees that the land is being leased to lessee for the purpose of setting of CNG station by IGL. Lessor understands and is in knowledge that the lessee will be entering into dealership agreement with IGL for a period of 15 years having provision of further extension for another 15 years.

The lessor hereby agrees that considering the above arrangement between lessee and IGL, the lessor or his assignees, nominees, heirs etc. shall not terminate the lease agreement with lessee before a period of 15 years. This lease agreement will not be revoked before a period of 15 years on any ground whatsoever.

Scope of IGL:

1. Gas Supply: IGL shall supply the Gas to the CNG station through pipeline or through the mobile cascades.
2. Installation of Equipment: The CNG equipment (Compressor/Cascade/Dispenser) along with the accessories (Cables, Electrical panel and UPS) shall be installed and commissioned by IGL. All Fire & Safety related equipment required as per statutory rules/ guidelines are in IGL's scope.
3. Design and Specifications: IGL shall give the basic parameters viz. equipment detail/numbers to the dealer. IGL shall also provide the detail drawings in respect of RVI, Hi-Mast and all signage etc. Dealer shall engage an architect on their own cost to make all the detailed drawings required for sanction of building plan, PESO approval, NHA clearance (if required). The detailed drawings / BOM for construction shall also be undertaken by the dealer through their architect. IGL shall check and approve the drawings.
4. Dealership Commission (Trade Margin and Facility Charges): The dealer shall be paid a commission with reasonable/sufficient returns on the expenses incurred for manpower deployment, the provision of land rentals, investment made towards civil/electrical/others works and equipment utilities, dispensing arrangements and operation and maintenance of station. IGL would charge Station License Fees (SLF) from the dealer @ 5% of trade margin.
5. Training: IGL will train the Technicians / manpower hired (DSMs, Managers, etc.) / deployed by the dealer for dispensing and operation of the Compressor, Dispenser, Cascade and Fire & safety equipment. However, the entire responsibility of quality and safety shall remain with the dealer. IGL shall charge a fee of Rs.500/ person for training purpose.
6. Maintenance of facilities: All periodic and break down maintenance of CNG equipment will be in the scope of IGL, including operation of CNG compressors.
7. Supervision for safety and to carry out safety and Technical audit: IGL shall keep the supervision on the activities carried out at CNG station. IGL would carry out the Safety and technical audit as per schedule and also as and when required. IGL shall have the rights to check the CCTV coverage and also take the recordings for any further investigations, if required. IGL can also take live feed of CCTV coverage.

8. Analysis and investigation of accident: If any accident occurs in the CNG station, IGL shall investigate the reasons of the accident and shall recommend necessary remedial action.

Dealer's (Land Owner's) Scope:

Day to day operations of the equipment and the CNG Station shall be in scope of dealer. Dispensing of gas to vehicles and general maintenance and up keeping of the CNG Station shall also be under scope of dealer.

The Dealer understands and agrees that IGL has through a rigorous process selected the Dealer for serving the public with CNG facilities in the area allocated to him, and IGL will be making substantial investments for the said CNG Station in terms of laying of pipelines, installing compressors, dispensers and other equipment. Therefore, the Dealer agrees and undertakes that it shall not terminate the Dealership Agreement with IGL prior to a minimum period of fifteen years. However, if the Dealer terminates the Dealership Agreement for any reason whatsoever, then it shall compensate IGL with loss of business charges amounting to INR 5 Crores to IGL. The Dealer agrees that the amount for business loss represent a fair, reasonable and an appropriate estimate of the expenditure undertaken and the probable loss likely to be incurred by IGL.

1. Permissions/Approvals: Dealer has to arrange all necessary permissions required such as but not limited to Petroleum Explosive Safety Organisation (PESO) Approval, PESO (License), DM NOC, DCP licencing NOC, Traffic Police NOC, Forest NOC, Fire NOC, NHA access Permission, Building plan sanctions and completions etc. for setting up of CNG stations. The permission shall be applied in name of IGL and necessary support shall be provided by IGL.
2. Payments of (property tax/ local towards authority, Municipal etc.) tax are also under dealer's scope.
3. Change in Land Use (CLU): Land owner (Dealer) shall get the CLU of the land plot at his/her own cost well before the project activities are commenced at the plot.
4. Construction: All civil works such as foundations, canopies, electrical rooms, trenches, driveway, boundary wall, Sales room, entry / exit signs, hoardings, RVI, signage, lightings, shall be in scope of dealer. Cabling for RVI and pole lights shall be in scope of dealer. Topography, Soil Testing, QRA & Haz-op Study, Structural stability report etc shall also be in the scope of the Dealer. The dealer has to ensure that contractor hired by him/her should be competent enough and experienced for carrying similar nature of job supported by documentary evidence. At appropriate time of construction, the dealer has to submit reports such as Soil testing and bearing capacity, Cube testing for concrete, testing of other construction material. The technical details & design of all items/services shall be provided by the IGL.
5. Power: Power connection up to the site main meter has to be arranged by the Dealer. All necessary permissions including deposits, cable charges, connection charges etc. as per the applicable electricity board norms for obtaining power supply shall be in the scope of the Dealer. If the transformer/ Packaged Sub Station (PSS) and other associated electrical equipment are required for supplying power, then the same shall be in the scope of the Dealer. Power backup in case of

electricity failure including procurement and installation of Generator for power backup will be under dealer scope.

6. IGL agrees to reimburse Electricity charges to Dealer on a predetermined rate or based on Sub-meter reading for running the Compressors and its accessories (air compressor), UPS and dispensers.
7. Manpower: All manpower required for the smooth operation of equipment installed at the station, dispensing of CNG to vehicles, security of station, housekeeping, air inflator operations etc. shall be arranged by the Dealer at their own cost. Uniform, shoes, etc. required as per IGL standards shall be in dealer's scope. The dealer shall indemnify and keep IGL indemnified against any claim raised by the employees of dealer against IGL with regard to any employment issue, claims, dues, charges etc.
8. All monitoring systems (CCTV Camera etc.) and Internet connectivity will be provided by the Dealer.
9. Day to Day operations of CNG station will be in the scope of dealer.
10. Cash Collection and Security Deposits: Cash collection of daily sale to be deposited in IGL designated bank account on succeeding day 11 AM and MIS to be sent daily to IGL office by 12 noon. The dealer is required to pay an interest free security deposit towards cash collection for an amount equivalent to 5 days average sale by way of Demand Draft. The periodic review of the cash security deposit would be done twice every year. Dealer will also have to submit a bank guarantee of value equivalent to 15% cost of last purchase price of compressors, dispensers and cascades as prescribed by IGL to protect the asset of IGL and will carry no interest. Same would be revised on deletion addition of any equipment.
11. Miscellaneous Charges: All Housekeeping expenses, telephone charges, water Charges, Electrical charges for station (Other than Compressors, UPS, dispensers and air compressor for operating the compressor package) and horticulture expenses, etc. shall be borne by the Dealer.
12. Dealer would ensure the safe operation of the equipment and the station. Dealer to comply with all Safety regulations of PESO, Fire department and other applicable statutory authorities etc.

Selection Process in DODO Model

Lottery system shall be followed. The details of the process shall be as follows:

The applicants would be classified into two groups.

Selection will be held first for the eligible applicants in Group 1. Draw of lots for the eligible applicants of Group – 2 will be held only if there is no applicant in Group 1 or applicants in Group 1 have been disqualified/not found suitable or have withdrawn their application.

In case of single applicant in a defined market/stretch, no lucky draw would be carried out, and the applicant would directly be selected for issuance of LOI after Legal Due Diligence clearance.

Eligibility criteria for private Limited in case of DODO Model.

In Private Limited Company a person authorized by the company shall be considered for evaluation of eligibility criteria in terms of minimum Educational qualification (The person authorized by company whose education is to be considered should be one of the director of the company and shall be serving the company for future 5 years – undertaking to be given by the company). The land and finance owned by any one of the partners will be treated as the same being owned by the firm as a whole for evaluation purposes.

Security deposit

- a. The selected candidate will have to pay an interest free refundable security deposit of an amount equivalent to 5 days sale before the commencement of sale.
- b. The selected candidate will have to deposit a Bank Guarantee before the commencement of sale equivalent to 15% cost of last purchase price of the equipment installed at the site.
- c. IGL reserves its right to enhance the security deposit for the CNG station of the dealer at its sole discretion.
- d. IGL reserves its rights to adjust any dues to it from this amount at the time of termination. However, in case of termination of the dealership/operatorship on account of adulteration/ malpractice, the said security deposit will be fortified.

Tenure of dealership and dealership agreement

The tenure of CNG dealership will be for an initial period of 15 years and renewable for every 15 years thereafter, subject to satisfactory performance of the dealership by the IGL.

Furnishing of false information / concealing information

If any information furnished by the applicant is found to be false at any point of time before or after appointment as a dealer/operator or conceals any information which if declared would have made him/her ineligible for dealership/operatorship, the allotment will be cancelled forthwith and dealership shall be terminated, in case already commissioned.

Amendment / Modification

IGL reserves its right to amend, modify, delete or add any of the above terms and conditions at their sole discretion.