



Fuelling dreams for a sustainable tomorrow

A Joint Venture of Assam Gas Company Limited
& OIL India Limited

POLICY FOR CNG OUTLETS





**North East
Gas Distribution**
Company Limited

Fuelling dreams for a
sustainable tomorrow

1. INTRODUCTION

NEGDCL is a joint venture of Assam Gas Company Limited (AGCL) & Oil India Limited (OIL) which was incorporated on 21st July 2023. NEGDCL has obtained PNGRB authorization in three different Geographical Areas (GA) for setting up Pipe Natural Gas Network & CNG Stations.

CNG retail outlet policy of NEGDCL sets out the broad guidelines for setting up CNG retail outlets in its authorized areas.

2. OPERATING MODELS:

The following will be broad operating models for CNG Stations:

- a. Company owned – Company operated (COCO)
- b. CNG outlet at bulk consumer's premises
- c. CNG outlet at OMC's retail outlet
- d. Company Owned- Dealer operated (CODO)
- e. Dealer Owned – Dealer Operated (DODO)
- f. Full Dealer Owned – dealer operated (Full DODO)

3. PHILOSOPHY OF LAYOUT:

3.1 NEGDCL is a new Company and its area of operation will cover 3 Geographical Areas (GAs) in the North East Region of India. viz. GA of Darrang, Udalguri, Sonitpur, Biswanath. Lakhimpur and Dhemaji districts in Assam (GA ID 11.03) and GA of Sepahijala and South Tripura districts (GA ID 11.56) and GA of North Tripura, Khowai, Dhalai and Unakoti districts in Tripura (GA ID 11.57). These areas do not have much CNG presence. The preferred entry of CNG will be by way of market penetration and market seeding so as to develop a strategic presence. Accordingly, it is proposed to first introduce CNG stations at OMC Retail Outlets

Simultaneously, Mother Station (MS) will be planned in our upcoming City Gate Station (CGS) wherever feasible.

This will be followed by COCO, CODO, DODO & Full DODO modes as stated above.

A master plan will be prepared in line with our DFR / bidding documents. Thereafter annual plan will be planned with the approval of competent authority / Board.

3.2 Detailed Scope Matrix for each of the model is at Annex-I.

3.3 RECOMMENDED APPROACH FOR SELECTING CNG STATION MODELS

This policy defines the various models for establishing CNG stations. Specific mix of these stations in a particular geographical area (GA) at any given time will depend on current business needs.

Efforts would focus on maximizing the number of Company-Owned-Company-Operated (COCO), Company-Owned-Dealer-Operated (CODO), Dealer-Owned-Dealer-Operated (DODO), and Full DODO stations to reduce reliance on OMC's Retail Outlets.

4. COMPANY OWNED – COMPANY OPERATED (COCO):

Land	NEGDCL should acquire land through purchase or long-term lease agreements. The lease period should be at least for 15 years, with efforts made to secure even longer terms whenever possible.
Infrastructure	The overall infrastructure of the CNG Station will be developed by NEGDCL
Maintenance	NEGDCL will manage and maintain the CNG station using either its own staff or by outsourcing through appropriate contracts

5. CNG OUTLET AT BULK CONSUMER'S PREMISES:

Set Up	NEGDCL will establish CNG stations at the locations of bulk consumers, such as State Road Transport Corporations, plants, or townships with significant numbers of potential CNG users or commercial vehicle fleets. This will be done after identifying suitable land and reaching agreements with these consumers based on sound business practices.
Land	The bulk consumer will provide the land for setting up the CNG station, with lease considerations determined according to mutually agreed commercial terms and conditions.
Infrastructure	NEGDCL will handle the entire CNG station infrastructure, including the supply and installation of all equipment, as well as daily operations.
Maintenance	The CNG station can be established and operated based on the following model: Sharing Model: <ul style="list-style-type: none"> • The CNG facilities will cater to both the general public and include a dedicated filling facility for the bulk consumer. • Commercial terms, including discounts, lease arrangements, and land allocation for public use, will be decided upon by a committee.

6. CNG OUTLET AT OMC'S RETAIL OUTLET:

Set Up	NEGDCL will install CNG stations at strategic sites where Government or private OMCs (such as IOCL, BPCL, HPCL, RIL, Nayara Energy, Shell, etc.) operate their retail outlets. An agreement for CNG services will be established between NEGDCL and these OMCs, following mutually agreed terms and conditions.
Land	The trade margin paid to OMCs for providing land and other investments will be determined based on mutually agreed rates that align with current industry standards.
Scope of Work	The primary scope of work is detailed in Annex-I, while specific details are outlined in industry-standard CNG agreements. Any changes to the scope of work will be mutually discussed with the respective OMC and incorporated into the CNG agreements after approval from the Competent Authority. The number of CNG stations under this model will be finalized based on the Master Plan and Annual Plan. OMC retail outlets will be identified accordingly. NEGDCL will commence project activities at selected retail outlets after obtaining of initial PESO approval, submission of soil test reports, and the start of civil construction by the OMC.
Audits	NEGDCL will conduct a range of audits, including safety and technical audits.

7. COMPANY OWNED - DEALER OPERATED (CODO):

Set Up	<p>NEGDCL will establish the complete infrastructure for CNG stations and appoint the landowner as a dealer responsible for operating and forecourt management of the CNG station considering business prudence. This decision will be based on sound business principles.</p> <p>Lease period shall be not less than 15 years in any case and lease rent will be determined by government registered property valuers, negotiated between both parties, and finalized case by case. The lease deed with the landowner will specify the “Negotiated Lease Rent”, including escalation terms; after all pre-construction permissions are obtained to NEGDCL’s satisfaction. However, negotiated lease rent shall be payable to land owner or dealer based on the following components:</p> <ul style="list-style-type: none"> • Component A: - 50% of Negotiated Lease rent will be paid to Land Owner or Dealer as Fixed Rent after date of final handover and clearance of site in all respects to NEGDCL for start of work. • Component B: - Balance 50% of Negotiated Lease rent will be paid to Land Owner or Dealer on pro-rata basis linked to achievement of agreed sales target after commissioning and commencement of commercial sale. An incentive for higher sales may also be considered by NEGDCL (e.g. 125% of Variable Lease Rent for >125% agreed sales target). <p>A fixed sum per month towards Station Management Charges (SMC) to be paid to the dealer after start of commercial sale and same will be decided by Selection Committee before CNG Agreement between parties. The SMC to be revised in line with WPI (Wholesale Price Index).</p>
Land	NEGDCL will acquire land either through purchase or long-term lease. The lease period should ideally be for a minimum of 15 years, with efforts aimed at securing longer terms. When land is purchased, efforts will prioritize for developing the CNG station under the Company-Owned-Company-Operated (COCO) model.
Scope of Work	Scope of activities is as per Annex-I
Audits	NEGDCL will conduct a range of audits, including safety and technical audits and compliance with PNGRB Guidelines, PESO & OISD. Any lapses will be on dealer’s account.
Security Deposit and Tenure	The appointed dealer will submit a payment security deposit of Rs. 25.00 Lakhs within 30 days of intimation, following which a separate dealership agreement will be signed between NEGDCL and the dealer. The dealership will have a minimum tenure of 15 years. Provisions concerning the security deposit, settlement of dues, equipment security, and termination of dealership for the CODO model will follow the same procedures outlined for the DODO model in Annex-II. The company reserves the right to change the security deposit amount on deserving and exceptional cases.

8. DEALER OWNED – DEALER OPERATED (DODO):

Land	The dealer will arrange the land for setting up the CNG station, either using their own land or securing a long-term lease from a third party for a minimum of 15 years. The dealer will be responsible for the total investment in land, day-to-day operations, and forecourt management.
Scope of Work	Scope of activities is as per Annex-I
Installation	CNG Equipment will be installed by NEGDCL.
Audits	NEGDCL will conduct a range of audits, including safety and technical audits and compliance with PNGRB Guidelines, PESO & OISD. Any lapses will be on dealer’s account.
Dealership Selection	The dealer selection will follow the “Guidelines and Procedures for Selection of CNG Retail Outlet Dealership” (Annex-II). Upon selection, a Dealer Agreement will be signed between NEGDCL and the dealer. A Standard DODO Agreement is provided in Annex-VIII. Security Deposit of Rs. 25 lakhs to be paid before signing of DODO agreement on intimation of their selection.

	Dealer Owned Dealer Operated (DODO) model has following variants
a.	Model – A (Land Owned by Dealer)
Criteria	Applicable for the applicants who offer land either solely in their name or jointly with family members. They must submit a No Objection Certificate or Power of Attorney from the joint landowners.
Land	NEGDCL will lease the land under a registered lease agreement for a minimum period of 15 years. NEGDCL will pay a fixed nominal lease rent in mutually agreed terms from the date of the agreement's registration to facilitate the lease. The dealer's expenses related to the land will be considered within the fixed monthly charges. The costs associated with registering the lease agreement will be shared equally between NEGDCL and the dealer.
Maintenance/ Payments and Dealership Commission	The dealer will receive Fixed Monthly Charges (FMC) along with Dealership Commission (DC) based on Rs. /Kg of CNG sold from the station. Under the DODO Model - A, the FMC will be paid to the dealer regardless of actual sales, except in cases where the dealer defaults on their obligations. If such a default occurs, FMC payments will cease starting from the following month, and steps will be taken to terminate the CNG dealership agreement after providing appropriate notice.
b.	Model – B (Land arranged by Dealer from Third Party)
Criteria	Applicable for the applicants offering land arranged on long term lease basis from third party landowner(s) for a minimum period of 15 years.
Land	If the applicant offers land on lease or sub-lease to NEGDCL, a suitable legal agreement will be signed among all relevant parties. The lease or sub-lease period will be equal to or less than the original lease period. NEGDCL will pay a fixed nominal lease or sub-lease rent in mutually agreed terms from the date of the agreement's registration to facilitate the lease to the dealer. The costs associated with registering the lease agreement will be shared equally between NEGDCL and the dealer. A No Objection Certificate from the landowner will be required if the lease agreement includes provisions for sub-leasing.
Maintenance/ Payments and Dealership Commission	The dealer will receive Dealership Commission based on Rs. /Kg for CNG sold from the station. The Fixed Monthly Charges (FMC) and Dealership Commission (DC) applicable to each geographical area under this model will be communicated by NEGDCL. These details will also be provided when inviting applications or seeking expressions of interest for dealership. Applicants must select the dealership model when submitting their applications. Requests for changing the selected model afterward will generally not be entertained. However, a one-time change of model may be considered on a case-by-case basis with approval from the Competent Authority, including for existing dealers currently on the DODO model with NEGDCL.
Security Deposit	The Dealer will submit a payment of security deposit of Rs. 25.00 Lakhs within 30 days of their selection and before signing of the agreement with NEGDCL. The company reserves the right to change the security deposit amount on deserving and exceptional cases.

9. FULL DEALER OWNED – DEALER OPERATED (FULL DODO) CNG STATION:

Land and Equipment Installation	<p>The dealer will be responsible for providing the land, constructing all necessary facilities, and installing the complete CNG equipment including compressors, dispensers, cascades (Storage and Mobile), and stainless-steel tubing at the station. They will manage the erection, installation, operation, and associated services such as electrical and mechanical works, following the design and specifications provided by NEGDCL and adhering to applicable guidelines and standards from PESO, PNGRB, and OISD.</p> <p>All equipment procurement and maintenance should preferably be done through vendors approved by NEGDCL.</p>
Infrastructure Development	<p>The dealer is responsible for providing fixed facilities such as the sales building, driveway, canopy structures, land, boundary wall, and amenities. They will also manage the manpower for operation and housekeeping of the outlet. The station design, canopy, and signage must comply with NEGDCL's specifications.</p> <p>For Daughter Booster Stations (DBS), the dealer's responsibilities extend to transporting compressed gas from the Mother Station to the DBS, including arranging transportation and related equipment. NEGDCL may consider an Online Station if the required length of steel pipeline from the main pipeline network to the proposed retail outlet site is up to 1 km and the feasibility of laying such a pipeline is confirmed.</p>
Maintenance	<p>For Daughter Booster Stations (DBS), the dealer will handle the transportation of compressed gas from the Mother Station to the DBS, which includes arranging transportation and related equipment.</p> <p>Any operational gas loss exceeding reasonable industry standards, as historically observed by NEGDCL in the respective geographical area, will be the responsibility of the dealer</p>
Audits	<p>NEGDCL will conduct a range of audits, including safety and technical audits for compliance with PNGRB Guidelines, PESO & OISD. Any lapses will be on dealer's account.</p>
Dealership Selection	<p>The selection of the dealer will adhere to the "Guidelines and Procedures for Selection of CNG Retail Outlet Dealership" (Annex-II).</p> <p>Once selected, a Dealer Agreement will be signed between NEGDCL and the dealer.</p>
Security Deposit	<p>The Dealer will submit a payment of security deposit of Rs. 5.00 Lakhs within 30 days of intimation and before signing of the agreement in this regard. The company reserves the right to change the security deposit amount on deserving and exceptional cases.</p>

10. Approach to Location and Land-Related Matters:**10.1 Identification & Feasibility of CNG Station Locations:**

- 10.1.1 **Annual Planning:** Develop an annual plan for setting up CNG stations categorized by geographical area, stretch, tentative locations, and station type. This plan requires approval from the Board at least three months before the start of each new financial year (FY).
- 10.1.1 **Field Surveys:** Conduct necessary field surveys to identify suitable locations for new CNG stations. These surveys will be carried out by Company officials from the Marketing & Project Departments at both site and corporate office levels.
- 10.1.1 **Site Requirements:** Field visits will also determine stretches or locations where land plots are needed for stations operating under the DODO or Full DODO models in the upcoming FY.
- 10.1.1 **Responsibility Division:** The Corporate Marketing department will execute the annual plan up to the agreement stage. Afterward, project execution will be managed by the respective site in coordination with the Corporate Project department.

10.2 Ideal Land Area Standards:

- 10.2.1 **CNG Online Station / DBS (outside municipal limits):** 35m (frontage) x 35m (depth) or 1225 sqm.
- 10.2.2 **CNG Online Station / DBS (within municipal limits):** 30m x 30m or 900 sqm.
- 10.2.3 **National Highway Plot:** As per IRC norms, 35m x 35m on undivided carriageways and 35m (front) x 45m (depth) on divided carriageways, or as per current guidelines from MoRTH.
- 10.2.4 **Flexibility:** Smaller plots meeting statutory and design requirements may be considered on a case-by-case basis.
- 10.2.5 **Benefits of Larger Plots:** Larger plots facilitate the establishment of mega stations, maintenance bases, offices, and other auxiliary activities. Therefore, priority is given to plots of minimum or larger sizes.
- 10.2.6 **Consideration of Smaller Plots:** Smaller plots, subject to meeting statutory norms and design requirements, may be considered based on locational advantages and the unavailability of suitable larger plots.
- 10.2.7 **OMC RO & Bulk Consumer Premises:** Assess the technical and commercial suitability of land provided jointly by NEGDCL and OMCs/Bulk Consumers, adhering to applicable PESO and other statutory guidelines. Preferably, locations should provide optimal visibility and branding opportunities, favoring the front or adjacent spaces to existing dispenser islands at OMC ROs (avoiding the back side whenever possible).

11. Fixation of CNG Prices, Trade Margins, Commission Charges, Fixed Monthly Charges & Dealer Service Charges:

1. **Price Fixation:** Determine CNG selling prices for stations in any geographical area in accordance with NEGDCL's Pricing Policy.
2. **OMC Trade Margin:** Set OMC trade margins based on mutually agreed terms and industry practices with nationwide implications. Any changes in these margins require approval from the Competent Authority, following recommendations from the Marketing and Finance Committee heads.
3. **Dealer Commission and Charges:** Dealership Commission (DC), Fixed Monthly Charges (FMC) and Dealer Service Charges to be paid to Dealers on different CNG station models i.e. DODO (Model-A & B) and Full DODO model to be fixed for a block period of at least two financial years w.e.f. 1st of April (for the 1st time, the same will be fixed immediately after approval of this policy). These Commission and Charges to be fixed & revised with the approval of Competent Authority based upon the recommendations made by Pricing Committee (As per Pricing Policy) after analysis and considering prevailing Industry practices.
4. **Annual Escalation:** For DODO (Category-B) CNG station model, applicable Dealership Commission (DC) to be indexed with annual escalation based on the prevailing industry practices.
5. **Model Specific Details:** Under DODO (Model - A), Dealers are offered a combination of FMC and DC in a ratio of 35% and 65% respectively, based on the applicable DC for DODO (Model - B) and contingent upon achieving a daily CNG sales threshold set at mutually agreed target sale quantity.
6. **Bulk Consumer and CODO Models:** For CNG stations operating under Bulk Consumer and CODO models, propose lease charges (if applicable), CNG price discounts (if any), and Station Management Charges (for CODO) through the Pricing Committee. These proposals require approval from the Competent Authority based on comprehensive business proposals.
7. **Compression & Associated Services:** Obtain approval from the Competent Authority for any compression and associated services offered by NEGDCL to external entities from its Mother COCO Station, considered on a case-by-case basis.

12. Dealer' s scope of work for Full DODO Category:

A. For Setting up of Facilities at the cost of the Dealer

- I. Arrangement of a suitable land.
- II. All statutory permissions and approvals for setting CNG Station including Change of Land Use (CLU).
- III. All permissions/ licenses and statutory approvals will be in the name of NEGDCL. However, the applicant will facilitate in obtaining the permissions/ licenses and statutory approvals.
- IV. Procurement, installation/erection and maintenance of Equipment such as Compressor, Dispensers, Cascades, SS Tubing and associated services such as Mechanical and Electrical works as specified by NEGDCL.
- V. Construction of Sales Building, Driveway, Canopy · Structures, Land and Boundary wall, restrooms, basic amenities etc. as per the design provided by NEGDCL.
- VI. Supply, installation/erection, operations and maintenance of electrical systems including meter, UPS, Panels, Back-up generator etc. and transformer (if required) as specified by NEGDCL.
- VII. Firefighting and safety equipment as specified by NEGDCL.
- VIII. Arrangement of Transportation & related equipment, in case of DBS.

B. For Operation of Facilities at the cost of the Dealer

- IX. O&M (Operation & Maintenance) of CNG stations and forecourt management as per the procedures specified by NEGDCL.
- X. Manpower, housekeeping & Safety as specified by NEGDCL.
- XI. Provision of utilities such as electricity, water etc for operation of the CNG Station.
- XII. Any other equipment/ expense/ service related to sale of CNG
- XIII. Insurance policies covering risks associated with storage, transportation & dispensation of gas along with coverage of equipment and public liabilities.:
- XIV. Logistics and O&M cost of Transportation, in case of DBS.
- XV. The entire responsibility towards operations, safety, delivery (towards weights and measurements), requirements of statutory authorities including PNGRB Compliances, permissions, approvals and other business-related requirements.
- XVI. Sale of CNG as per RSP (Retail Selling Price) specified by the NEGDCL from time to time.
- XVII. NEGDCL shall periodically review Safety and Operation/Maintenance standards and reserve the right to conduct various audits including safety. SOPs prescribed by the NEGDCL shall be diligently followed by the dealer.

**ANNEXURES TO
POLICY FOR CNG OUTLETS
ANNEX – I**

1. DETAILED SCOPE MATRIX FOR EACH MODEL OF CNG STATION

Serial No.	Activities	CNG Station Model	In the Scope of
1	Land & Land related permissions and all civil works	COCO & CODO DODO & Full DODO OMC RO Bulk Consumer Premise	NEGDCL Dealer OMC Land: Bulk Consumer Rest: As per agreement
		COCO, CODO, DODO, OMC RO & Bulk Consumer Premise Full DODO	NEGDCL Dealer
2	Procurement of CNG Equipment and all associated facilities (including electrical items) to run CNG equipment for CNG dispensation	COCO & CODO DODO, OMC RO & Full DODO Bulk Consumer Premise	NEGDCL Dealer NEGDCL or as per agreement
		COCO & Bulk Consumer Premise CODO, DODO, Full- DODO & OMC	NEGDCL Dealer/OMC
3	All Statutory Permissions related to Construction of CNG station, CNG Equipment & Dispensation	COCO, CODO, OMC RO, DODO & Bulk Consumer Premise Full DODO	NEGDCL
		Full DODO	Dealer
4	Day-to-day operations of CNG Station i.e. Forecourt Management, Collection of Sale proceeds, Deposit of Sale proceeds in to NEGDCL account	Full DODO	Dealer
		Rest All Models	NEGDCL
5	O&M of CNG Equipment and all associated facilities	COCO & CODO DODO/Full DODO/OMC	NEGDCL Dealer/OMC (as per agreement)
		Bulk Consumer Premise	NEGDCL or as per Agreement
6	Transportation through LCV Cascades to DBS	DODO & Full DODO	Dealer
		Rest All Models	NEGDCL (except for OMC ROs where Electricity Charges for outside equipment area shall be borne by OMC)
7	Electrical System e.g. taking Electrical Connection, Electrical Cabling & Earthing, UPS, Power Backup system, Arrangement of Transformers, installation of Electric Meters, Lighting Poles etc.	Full DODO	Dealer
		Rest All Models	NEGDCL
8	Electricity Charges towards Equipment till final dispensation	COCO & CODO	NEGDCL
		DODO/Full DODO/OMC	Dealer/OMC (as per agreement)
9	Electricity Charges towards Equipment till final dispensation	Bulk Consumer Premise	NEGDCL or as per Agreement
		DODO & Full DODO	Dealer
10	Electricity Charges towards Equipment till final dispensation	Full DODO	Dealer
		Rest All Models	NEGDCL

9	Arrangement of Canopy, Station lighting, Flooring, General Upkeep of Station including Dispenser Area etc. for better visibility of NEGDCL CNG branding	COCO, CODO & Bulk Consumer Premise	NEGDCL
		Rest All Models	Dealer/OMC
10	Supply & Maintenance of Fire Fighting Equipment	COCO & Bulk Consumer Premise	NEGDCL
		Rest All Models	Dealer/OMC
11	Fixation of Retail Selling Price of CNG	All Models	NEGDCL
12	Tax/Duties related registration/payments/ obligations	All Models	As per prevailing statutory obligation
13	Promotional Activities for Increasing CNG sale	All Models	NEGDCL or as per agreement

ANNEX - II

GUIDELINES AND PROCEDURES FOR SELECTION OF CNG RETAIL OUTLET DEALERSHIP

1. SELECTION PROCEDURE:

- 1.1. For selection of Dealer for CNG station on DODO and Full DODO models:
- 1.1.1. A specific advertisement (with priority District/ Charge Area/ Stretch details specifying locations within the GA) for appointment of dealers for CNG stations along with all the modalities, will be published in newspaper. Through the said advertisement, applicants will be informed to visit website of the NEGDCL for further detail and application procedure. A brochure about NEGDCL, its CNG business/plans in the respective GA and brief selection criteria/process shall be also made available to the prospective applicants through website. NEGDCL may also consider publicity through GA specific road-show/workshops/conferences to invite more and more applications.
- 1.1.2. The requirement in the form of EOI shall be webhosted and advertised in at least three newspapers, one national English, one national Hindi and one local/ vernacular newspaper, having wide circulation in the area where location falls. The EOI shall indicate stretches/localities on which applications are invited and number of CNG Stations intended to be set up.
- 1.1.3. Eligibility Criteria in Annex-III.
- 1.1.4. Disqualification of application shall be as per Annex-IV.
- 1.1.5. The Dealer shall be engaged on Dealership Commission/Fixed Monthly Charges/Dealer Service Charges basis to be decided by NEGDCL and displayed in its website along with the advertisement.
- 1.1.6. Non-refundable Application fee of Rs. 5,000/- plus applicable taxes or as approved by competent authority shall be required from the applicant and should be duly mentioned in the advertisement.
- 1.1.7. Application form and the list of documents to be submitted by the applicant at the time of application is as per Annex-V.
- 1.1.8. If any statement made in the application or in the document submitted by the applicant at any stage is found to be incorrect or false and/ or the applicant conceals any information, which if declared, 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 dealer shall have no claim whatsoever against NEGDCL.
- 1.1.9. Government Agencies / PSUs/ State Road Transportation Associations can be considered for award of dealership directly without advertisement on the mutually agreed Dealership Commission charges.

1.1.10. Specific Procedure for DODO model:

- i. A Working Level Committee (WLC) consisting of one member each from Marketing, Project, HR and Finance department shall scrutinize the applications received, short-list the land/plots offered for finalization based on the technical and commercial suitability.

Working Level Committee shall shortlist the applicants qualified for field visit / site inspection of the offered land and submit its recommendation to Competent Authority for approval.

Working Level Committee shall evaluate the offered plot and allocate marks as per format at **Annex-VI**. Further, during the site visit WLC shall physically verify documents submitted by the applicant along with application with the original documents.

The Working Level Committee shall submit its final recommendation of applicants considered suitable for further processing by Selection Committee (comprising of COO, CFO & CPM). COO in Selection Committee shall be Coordinator for the committee. WLC's recommendations shall be submitted to Selection Committee within 30 days of last date of submission of applications.

- II. The applicants will be required to appear for Interview before Selection Committee so that over all suitability towards its financial capability, the business generation and marketing ability, experience etc. could be assessed. Allocation of marks to each applicant during the Interview process shall be done by Selection Committee as per format at **Annex-VII**.
- III. After completion of the interview for a Stretch/location, the Selection Committee will submit the recommendations for award of dealership along with a Merit Panel list, taking into cognizance of the Site Evaluation report of the WLC in addition to the Interview marks as above to CEO within 7 days of date of interview. A maximum of 5 applications for each Stretch/location starting with S. No. 1 in the list shall be included in the "Merit Panel" for award of dealership.
- IV. Result along with the detailed marks scored i.e. sum of the marks for Site evaluation and the marks obtained in the interview will be displayed in the website of NEGDCL within 15 days of date of Interview. This list will contain the names of all the candidates who appeared for the interview in descending order of marks scored as a percentage of "applicable marks" along with the details of marks scored by each candidate.
- V. The minimum qualifying marks for any applicant to be eligible for consideration for award of operatorship / dealership would be 60% of the applicable marks. This requirement can be relaxed in specific cases with reasons to be recorded in writing and acceptance of the Competent Authority based on the recommendations of the Selection Committee. If none of the candidates scored the minimum qualifying marks as above, the Stretch/location will be declared as "No candidate found suitable".
- VI. Complaints, if any against the dealer selection, received after 7 days of publication of results of the interview shall not be considered / entertained under any circumstances. This information of complaint handling shall be made available to the general public through Company website.
- VII. The dealership will be offered to as many numbers of applicants out of the merit panel, as recommended by Selection Committee based on business requirements and as approved by Competent Authority. The merit panel will be valid for a period of one year from the date of commissioning of the dealership. If within this period, the dealership offered to a candidate is to be withdrawn for any reason whatsoever or the dealership is terminated for any reason or NEGDCL decides to open more CNG Stations at that location, NEGDCL will have the option of awarding dealership to the next candidate in the merit panel if he / she meets the eligibility criteria at that point of time and after necessary Site verification.
- VIII. Letter of Intent (LoI) will be issued after 15 days from the date of publication of merit panel or till disposal of complaints, if any, received with regard to the selection for that Stretch/location.
- IX. CNG Dealership agreement will be signed between NEGDCL and the selected applicant subsequent to acceptance of LoI and submission of an interest free refundable Security deposit of Rs. 25.0 Lacs by the applicant. The tenure of dealership will be for an initial period of 15 years and renewable for every 5 years thereafter, subject to the examination of the performance of the dealership by NEGDCL and on the terms and conditions mutually agreed upon. Termination of dealership can be done by either Company or Dealer after service of notice of three months.

- X. Consequent upon signing of Agreement, schedule of different activities for dealership for speedy commissioning of the CNG station shall be jointly agreed and signed between NEGDCCL representative as authorized by respective Site OIC and Dealer.
- XI. Prior to the commercial operation of CNG station, Dealer shall provide a Payment Security deposit of Rs. 25.00 Lacs, in the form of DD from a Nationalized Bank / Bank Guarantee valid for Five years against the security for payment collected by the dealer for sale of CNG which is to be deposited by him in the designated bank account of NEGDCCL on next working day.
- XII. NEGDCCL 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 on account of non-payment / malpractice, the said security deposit will be forfeited.
- XIII. The security of the CNG equipment installed by NEGDCCL in DODO model shall rest with the Dealer. However, the equipment shall be suitably covered under NEGDCCL insurance policy for theft and damage. At the time of signing of agreements or handing over of the CNG Stations / Equipment, a list of all such equipment shall be prepared and signed by NEGDCCL as well as by the Dealer. At the time of termination/ cancellation / removal etc. of the agreement or dealer as the case may be, dealer shall be required to hand over back all the equipment as per list in sound conditions barring the normal wear and tear during the operation. If any equipment is found missing or damaged, the cost of the same shall be borne by the Operator/ dealer.
- XIV. Competent Authority may accord approval for reducing the amount of Security Deposit in case of CNG stations on DODO model for new geographical areas where NEGDCCL is finding difficult to set up new CNG stations on account of less awareness about CNG.
- XV. Planning for any new DODO/OMC RO/Full DODO stations should be preferably avoided within 1 Km range of existing/planned COCO/CODO station of NEGDCCL and any such deviation shall require approval from Competent Authority. (Generic provision for the referred models)
- XVI. Activities enabling possible increase of CNG sales from the DODO station (without affecting normal CNG station functioning) may be permitted with the approval of Competent Authority and suitable actions to be taken accordingly.
- XVII. While no request for any change in dimensions of the offered land/plot will be generally entertained by the Company, permission for deviation on bonafide grounds may be accorded by the Competent Authority under exceptional circumstances subject to meeting other requirements of this policy.

1.1.11. Specific Procedure for Full DODO model:

- I. A specific advertisement (with priority District/ Charge Area/ Stretch details specifying locations within the GA) for appointment of dealers for CNG Full DODO stations along with all the modalities, will be published in newspaper. Through the said advertisement, applicants will be informed to visit website of the NEGDCCL for further detail and application procedure.
- II. Selection Committee: A Selection Committee consisting of COO, CPM and CFO will scrutinize all the documents submitted by the candidate. After successful scrutiny towards application meeting minimum eligibility criteria (apart from land) and submission of security deposit, 'Letter of Intent' (LOI) will be issued to the selected applicant. Necessary verification of land and financial capability shall be carried out by the Committee after issuance of LOI. In case there is any change in land after LOI, the same will be considered subject to approval from the Competent Authority on case-to-case basis. The Selection Committee may Co-opt Site OIC, if required.
- III. Security Deposit: If the applicant is meeting eligibility criteria, Letter of Intent will be issued to the applicant on submission of security deposit. The selected applicant shall have to deposit an interest free security deposit (SD) of Rs 5 lakh at the time of issuance of LOI in the form of NEFT/ RTGS or other online modes as per the bank account particulars of NEGDCCL. NEGDCCL shall reserve the right to adjust any dues to it from this amount at the time of resignation/ termination. However, in case of termination of the dealership on account of proven adulteration/malpractice, the said security deposit shall be forfeited. SD would also be forfeited in the following cases: -

- Where the applicant/LOI holder withdraws candidature for any reason.
 - Where LOI is cancelled for non-compliance of LOI conditions and cancellation of selection for any reason attributable to the applicant selected.
 - Where the dealer resigns from the operations of the CNG Station.
- IV. The LOI holder, after receipt of LOI, is required to arrange for necessary funds/ financial closure within 6 months and submit requisite documents to the Company. An applicant who has been given the LOI would be required to fulfil the terms and conditions as contained therein, so as to commission the dealership and obtain all the licenses and approvals from the statutory authorities.
- V. Dealer has to install the CNG as per list provided by NEGDCL and will take final approvals/ permissions from the statutory authorities. After intimation of the above compliance to NEGDCL by the applicant, the Committee will then verify the entire setup as per specifications and designs provided earlier. In case of proper compliance, Dealership Agreement will be signed before commissioning.
- VI. **Tenure:** The tenure of the dealership shall be for a minimum initial period of 15 years and thereafter renewable for every 5 years, subject to satisfactory performance of the standalone Dealership on mutual consent or as advertised by NEGDCL. At the time of signing of dealership agreement, the LOI holder shall submit a payment security in the form of Bank Guarantee for an amount equivalent to average seven days sales of the CNG Station initially, calculated at the rate of 2000 KG per day which will be reviewed periodically.
- VII. The applicant shall be given a time of 6 months from the date of issue of LOI for arrangement of necessary funds/ Financial Closure failing which LOI shall stand cancelled and 10% amount towards security deposit shall be forfeited. Also, the applicant shall be given a timeline of 24 months from the date of issue of LOI to commission the CNG Station, failing which the LOI shall stand cancelled and the security deposit shall be forfeited. An extension may however be sought by the applicant from NEGDCL, and NEGDCL may accept/ reject the extension request on case-to-case basis.
- VIII. The dealer shall ensure that the gas provided by NEGDCL is exclusively sold for the Transport Segment only and the same shall be reconciled on fortnightly basis through suitable metering system. Ownership of the gas shall always remain with NEGDCL and Invoicing to the end-consumers shall be done in the name of NEGDCL only.
- IX. **Insurance:** The dealer shall take necessary Insurance policies covering risks associated with storage, transportation & dispensation of gas. The Insurance policies should cover not only product insurance but also loss to equipment and accessories and also public liabilities.
- X. Viability of the business of the Full DODO model will not be the responsibility of NEGDCL.
- XI. Viability of the CNG station is to be assessed by applicant. Company will only suggest probable model of CNG station (DBS or Online) on the basis of land offered by the respective applicant. The entire responsibility towards operations, safety, delivery (towards weights and measurements), requirements of statutory authorities including PNGRB Compliances, permissions, approvals and other business-related requirements will be in the scope of the applicant and an indemnity bond shall be submitted by the Applicant in this regard along with the Dealership Agreement.

2. Grievance / Complaint Redressal System:

- 2.1. An aggrieved person may send his/her complaint related to Dealer Selection in DODO and Full DODO models to nominated Nodal Officer in NEGDCL along with a fee of Rs. 5000/- through Demand Draft/Online mode. Any complaint/grievance without the fee shall not be entertained. No complaints against dealer selection will be entertained after 7 days from the date of publication of the result under any circumstances. Pending disposal of complaints received within 7 days, Issuance of LOI shall be kept in abeyance. Disposal of complaints shall be as per established complaint redressal system as specified herein below.
- 2.1.1. Anonymous /pseudonymous complaints will not be investigated.
- 2.1.2. On receipt of a complaint, a letter will be sent by NEGDCL to the complainant through Registered Post & Email asking the complainant to submit details of allegation with a view to prima facie substantiate the allegations along with supporting documents, if any, within 7 days. The complainant will be clearly advised that NEGDCL will examine the complaint and if it is established that the complaint does not have any substance, he/ she will be

liable for legal action. NEGDCL will examine response of the complainant and if it is found that the complaint does not have specific and verifiable allegations, the same will be filed.

- 2.2. When a decision is taken to investigate the complaint, the investigation will be done by one Senior Officer of NEGDCL and will pass a speaking order after giving due opportunity to the complainant. Efforts will be made to ensure that the complaints are disposed of within 1 month from the date of receipt of the complaint. Copy of the speaking order will be given to all concerned. Thereafter, decision on the complaint will be taken as under:
- 2.2.1. Complaints not substantiated: The complaint will be filed and the complainant will be advised accordingly.
- 2.2.2. Established complaint: Action will be taken as under:
- In case the selection process for a stretch/location was found to be not in accordance with the laid down guidelines resulting in wrong selection of successful applicant, the merit panel will be cancelled and application of all the eligible applicants will be processed again based on documents available on records.
 - In case the dealer selection was done as per laid down guidelines and complaint against the successful applicant is established, action will be taken to cancel the selection of the successful applicant and to issue LOI to the next applicant in merit panel. Similar action will be taken in case of established complaint against next applicant, if so.
 - If complaint is established against all the successful applicants, the stretch/location will be re-advertised, if it is viable.

ANNEX - III

(A) ELIGIBILITY CRITERIA FOR INDIVIDUAL APPLICANTS – PROPRIETORSHIP/ PARTNERSHIP

Common Eligibility Criteria applying as Individual is as under:

- Citizenship:** Indian Citizen.
- Residential status:** Resident of India (as per Income tax rules).
- Age:** Not less than 21 years.

Proof of age should be supported by copy of 10th Standard Board Certificate / Secondary School Leaving Certificate / Birth Certificate / Passport / Affidavit for age / Identity card issued by Election Commission.

- Educational qualification:** Passed Minimum 10th (examination conducted by a Board/School).

Certificate issued by Armed Forces as equivalent to 10th Class pass in accordance with Ministry of Personnel, Public Grievances and Pensions (Dept. Of Personnel and Training) notification No.15012/8/82-Estt (D) dated 12.02.1986 will also be considered.

For educational qualification from overseas universities / boards, equivalent certificate issued by competent authority / State Government / Government of India should be submitted by the applicants.

- Financial Strength:** Applicant having Minimum Net-worth of Rs. 1.00 Crore as on 31st March of previous Financial Year (as per the statement in the form of affidavit and duly certified by Chartered Accountant) will be eligible. Net-worth computation for this purpose shall include the following ONLY:

Component	Items to be considered	Margin to be considered
Liquid	Cash & Bank Balances and Fixed Deposits in Scheduled Banks (in the name of applicant only)	100%
Non-Liquid	Land and building component of the fixed assets (full details of such assets to be furnished) at Market Value as Assessed by Government approved Valuer. (Assets as per proportionate share in the name of applicant only)	50%

- Land:**

- a. It would be the responsibility of the applicant to ensure that the land meets all statutory norms of the concerned authorities.
- b. The land should either be owned by the applicant or should be leased in the name of the applicant as on the date of application and should have minimum lease of 15 years (or as advertised by the company) from the date of application. Registered Agreement to Sale, Lease Agreement OR Power of Attorney shall be also accepted subject to the condition that the applicant will get the clear ownership of the land in his name through Purchase/Lease/Transfer after issuance of LOI and before signing of Dealership Agreement. Applicant shall be required to provide notarized affidavit in this regard.

Proof of Ownership:

- i. Registered Agreement to Sale, OR
 - ii. Lease Agreement (Applicant is required to submit a Lease Agreement duly stamp and notarized at the time of application and shall submit registered Lease Agreement within 01 month of issuance of LOI), AND
 - iii. Affidavit from the Owner and the Applicant, in case of non-registered agreement, stating that, "he is willing to get the Lease Deed registered within 1 month from issuance of LOI and Owner has no objection for the lease property to be used for the said purpose of CNG/Fuel Station, In case of failure to get the Lease Agreement registered (for any reasons) within 01 month from the date of issuance of LOI, the application and LOI stands Terminated, and the applicant shall not raise any dispute in Court and/or any other Forum against the said Termination.
- c. It should be the responsibility of the applicant to ensure that as on date of application: -
- i. Offered land is having clear and marketable title as well as without any encumbrance.
 - ii. Offered land is of required dimension and abutting the Road boundary, after leaving Right of Way (ROW) line of the road.
 - iii. The offered land is also not notified for acquisition by any competent authority.

Note: With regard to submission of documents by selected candidates:

1. All certificates/documents required for meeting Eligibility criteria should be in possession of the applicant and valid as on date of application.

Partnership Firms:

The conditions spelt out above for individuals would be applicable to each partner of the partnership firm individually.

In addition to the required eligibility criteria mentioned under this policy, additional eligibility criteria, if any, included in any specific advertisement shall also have to be met by eligible applicants.

(B) ELIGIBILITY CRITERIA FOR NON-INDIVIDUAL APPLICANTS (ENTITY)

Non-individual entity applicant means Government Bodies/Agencies, Societies registered under Societies Registration Act 1860 / Societies registered under Co-operative Societies Act, 1912 or Co-operative Societies Act as enacted by concerned States, Charitable Trusts registered with Charity Commissioner of respective State Government, Companies formed under the Companies Act, 1956 / 2013.

Common Eligibility Criteria applying as non-Individual is as under: -

- i. Residential status: The entity should be registered in India.
- ii. Land: With regard to land, all conditions covered for individuals would apply.
- iii. Financial Strength: Applicant having Minimum Net-worth of Rs. 1 Crore as on 31st March of previous Financial Year (in the form of affidavit and duly certified by Chartered Accountant) will be eligible. Net- worth computation will be done as per the provisions of the Companies Act.

Note:

a. Registered Societies / Charitable Trusts/ Companies will have to furnish appropriate resolution to show that the person making the application on its behalf is empowered to make the same. Authorized signatory on behalf of the entity will also have to furnish an undertaking that it will observe the relevant guidelines.

In addition to the required eligibility criteria mentioned under this policy, additional eligibility criteria, if any, included in any specific advertisement shall also have to be met by eligible applicants.

ANNEX IV

REASON FOR DISQUALIFICATION

A. Proprietorship/ Partnership Applicants:

The persons while meeting the above-mentioned eligibility criteria, if, do not satisfy any of the following requirements, will be considered as ineligible for applying for the dealership: -

- I. Not have been convicted for any criminal offence involving moral turpitude/ economic offences (other than freedom struggle).
- II. Not be mentally unsound / totally paralyzed. The applicant has to submit an undertaking to this effect.
The applicant has to submit an undertaking to this effect.

The conditions spelt out above for individuals would be applicable to each partner of the partnership firm individually.

B. Non-Individual applicants (Entity)

The entity while meeting the eligibility criteria, if, do not satisfy any of the following requirements, will be considered as ineligible for applying for the dealership: -

- I. None of the members of the Governing / Managing Committee/ Directors/ Promoters of the Registered Societies /Trusts/ Company incorporated under Companies Act 1956/2013 should have been convicted for any criminal offence involving moral turpitude and / or economic offences (other than freedom struggle) punishable under Law.
- II. The Registered Societies / Trusts/ Company incorporated under Companies Act 1956/2013 should not have been convicted for any criminal offence involving moral turpitude and / or economic offences (other than freedom struggle) punishable under Law. The applicant has to submit an undertaking to this effect.

The applicant has to submit an undertaking to this effect.

ANNEX-V

DOCUMENTS TO BE SUBMITTED BY THE APPLICANT

The list of documents to be submitted by the applicant at the time of application are as follows: -

- a. Notarized Affidavit by the applicant.
- b. Proof of age (date of birth) i.e. – Self Attested Copy of 10th Std. Board Certificate / Secondary School \ Leaving Certificate / Birth Certificate / Passport / Identity card issued by Election Commission / Affidavit for age (Original). *
- c. Proof of educational qualification i.e. - Self Attested Copy of Certificate/Marksheet of passing 10th Std. issued by a Board / School conducting the examination or equivalent. *
- d. Net-worth Statement of applicant as on 31st March of previous Financial Year in the form of Affidavit and duly certified by Chartered Accountant.
- e. Government Advocate's letter on ownership of land (As per the prescribed format).
- f. Copy of land documents in support of ownership / lease rights Sketch/Site map of the offered land with dimension.
- g. Any other document, if required to be submitted, under the terms of any specific advertisement.

*** Not applicable for Non-individual applicants**

Additional documents in support of Specific Eligibility Criteria:

Partnership Applicants	Partnership deed (for applicants under partnership)
Non-Individual Applicants	Attested copy of Registration certificate / copy of Certificate of Incorporation of the entity from competent authority.
	Authority letter & copy of Resolution specifying name of the authorized person for making application.

AFFIDAVIT

The applicants should submit required affidavits in the standard format confirming facts (as per prescribed formats) (for individual & for non-individual applicants as applicable).

Note: All affidavits should be submitted in original on stamp paper of appropriate value as applicable in the concerned State.

- All Stamp papers should be purchased in the name of the deponent.
- All affidavits should be made after the date of advertisement.

ANNEX-VI**RETAIL OUTLET SITE EVALUATION PARAMETERS**

S.No	Parameter	Marks	
		Maximum Marks	Assigned Marks
1	Land plot attached to Main Road (NH/SH/Others)	20	
2	No obstruction for free movement of vehicles/free approach	10	
3	Sufficient turning radius likely to be ensured	10	
4	Land plots on comparatively busy road	10	
5	No School/ Hospital/Housing Society adjacent to the plot	5	
6	Sales Potential	25	
7	Frontage of the Land Plot	10	
8	Proximity to the Pipeline (Existing/Proposed)	20	
9	No Earth filling required	20	
10	No Earth/rock cutting required	15	
11	No High/Low Tension Over Head Line	5	
12	No Trees inside Land Plot/At the Entrance of the Plot	5	
13	Proximity to Culvert	5	
14	Soil Type (Hard soil desirable)	15	
15	Availability of Power	5	
16	Visibility from Road	10	
17	No Presence of Divider	10	
	Total	200	

*Note Applicable for DODO Model, applicable only for land on lease/purchase for Company Owned Stations.

Allocation of marks on various parameters to the site- A breakup of total maximum 200 marks

S.N.	Evaluation Parameters	Allocation of Marks		
		Criteria	Maximum marks	Assigned Marks
1	Land plot attached to Main Road (NH/SH/ Others) Maximum Marks: 20	Land entirely attached to the road	20	
		Land partially (half and more front side) attached to the road	15	
		Land partially (less than half front side) attached to the road	7	
		Land not attached to the road	2	
2	No obstruction for free Movement of vehicles/ free approach Maximum Marks: 10	No obstruction for free movement of vehicles/ free approach	10	
		Structure/ congestion to create partial obstruction, but allows more than 50% free movement/ free approach	5	
		Structure/ congestion to create partial obstruction but allows less than 50% free movement/ free approach	2	
		Totally blocked frontage (Plot not to be considered for further evaluation)	0	
3	Sufficient turning radius likely to be ensured. Maximum Marks: 10	Turning radius > 12 M likely to be ensured	10	
		Turning radius 8 - 12 M likely to be ensured	8	
		Turning radius 3 -8 M likely to be ensured	6	
		Turning radius < 3 M likely to be ensured	2	
4	Land plots on comparatively busy road Maximum Marks: 10	Land Plots on road with traffic more than 30 vehicles / Minutes	10	
		Land Plots on road with traffic 20 - 30 vehicles / Minutes	8	
		Land Plots on road with traffic 10 - 20 vehicles / Minutes	6	
		Land Plots on road with traffic less than 10 vehicles / Minutes	2	
5	No School/ Hospital/ Housing Society adjacent to the plot Maximum Marks: 5	No school/ hospitals / Housing Society attached to land plots	5	
		One school/ hospitals / Housing Society within 50 M from land plots	4	
		More than One School/ Hospital / Housing Society within 150 M from land plots	2	
6	Expected Peak Sales potential Maximum Marks: 25	Sales potential of more than 10,000 Kg /day at the CNG Station	25	
		Sales potential of more than 5,000Kg/ day to 10,000 Kg/ day at the CNG Station	15	
		Sales potential of less than 5,000Kg/ day at the CNG Station	5	
7	Frontage Maximum Marks: 10	More than 50M	10	
		41 M to 50M	8	
		31 M to 40M	6	
		Minimum Requirement as per advertisement	4	

8	Proximity to Pipeline (Existing or Proposed) Maximum Marks: 20	On the Pipeline (Existing or Proposed)	20	
		Within 1 KM from pipeline (Existing or Proposed)	12	
		Within 1-5 KM from pipeline (Existing or Proposed)	6	
		Within more than 5 KM from pipeline (Existing or Proposed)	2	
9*	No earth filling required Maximum Marks: 20	No earth filling required	20	
		Earth filling up to 1 M required	15	
		Earth filling of more than 1 M to 3M required	8	
		Earth filling of more than 3 M required	2	
10*	No earth/ rock cutting required Maximum Marks: 15	No earth/ rock cutting required	15	
		Earth / rock cutting up to 1 M required	12	
		Earth / rock cutting of more than 1 M to 3 M required	3	
		Earth / rock cutting of more than 3 M required	1	
11	No High/Low Tension Over Head Line Maximum Marks: 5	No high/ low tension Overhead line passing from the plot	5	
		High/ low tension Overhead line passing by the side of the plot (outside)	3	
		High/ low tension Overhead line passing from inside the boundary of the plot (Plot not to be considered for further evaluation)	0	
12	No Trees Maximum Marks: 5	No trees at the plot	5	
		Trees at the boundary of the plot	4	
		One or more trees within the boundary of the plot	1	
13	Proximity to culvert (Farther from culvert desirable) Maximum Marks: 5	Culvert beyond 25 M from the Plot	5	
		Culvert within 25 M of the plot but outside the boundary of the plot	4	
		Culver at the boundary of the plot	2	
		Culver passing through the plot	9	
14*	Soil Type (Hard soil desirable) Maximum Marks: 15	Clay soil or rocky/ Hard soil	15	
		Soft soil/ Loamy soil	12	
		Sandy soil	6	
15	Availability of Power Maximum Marks: 5	Power source is within 1 KM from the plot	5	
		Power source is beyond 1 KM from the plot	1	
16	Visibility from the Road Maximum Marks: 10	Possible Visibility from more than 1 Km	10	
		Possible Visibility from more than 0.5 - 1Km	5	
		Possible Visibility from less than 0.5 Km	2	
17	No Presence of Divider Maximum Marks: 10	No Divider on the road or cut on the road in front of the land	10	
		Divider on the road but cut within 250 M on the road	8	
		Divider on the road but cut within 250- 1KM on the road	5	
		Divider on the road and cut at more than 1 KM on either direction on road	2	

* Not Applicable for DODO Model, applicable only for land on lease/purchase for Company Owned Stations.

ANNEX- VII**INTERVIEW EVALUATION SHEET**

Date of Advertisement –

Name of Applicant –

Stretch/Location –

Date of Interview –

Summary of Marks

S.N.	Dealership Evaluation Parameters	Maximum Marks	Marks Assigned by Selection Committee
1	Financial capability	20	
2	Educational qualification	20	
3	Age	20	
4	Business Plan for Dealership	20	
5	Experience of Dealership/Forecourt Management	20	
	Max. Marks	100	

Allocation A -Breakup of max 100 marks

Sl. No.	Parameter	Sub- Heads	Description	Max marks	Marks Assigned
1	Financial Capability (Max. Marks- 20)	Net-Worth of the Applicant as on 31st March of the previous Financial Year (as per the statement in the form of affidavit duly certified by Chartered Accountant)	Liquid Component in the Net Worth Statement: Cash & Bank Balances and Fixed Deposits in Scheduled Banks (Full Marks for Rs. 40 Lakhs Liquid Component in Net-Worth position and Pro-rata marking accordingly. 100% Margin basis for Liquid Component) <i>Illustration: If an applicant has Net Worth of Rs. 2 Crore out of which Rs. 20 Lakhs is Liquid Component, then the applicant will get 3 Marks.</i>	6	
			Non-Liquid Component: Land and building component of the fixed assets at Market Value as assessed by Government approved Valuer. (Full Marks for Rs. 120 Lakhs Non- Liquid Component in Net-Worth position and Pro-rata marking accordingly. 50% Margin basis for Non- Liquid Component) <i>Illustration: If an applicant has Net Worth of Rs. 2 Crore out of which Rs. 60 Lakhs is Non-Liquid Component, then the applicant will get 3 Marks.</i>	6	
		Credit worthiness	Letter ensuring credit: From Scheduled Bank/Financial Institution ensuring Credit/Credit worthiness of the applicant to the amount of Rs.1.0 Crore, in case of allotment of CNG station to the applicant. (Pro-rata marking shall be done)	8	
Based upon the following documentary evidences only:					
1. Net Worth Statement in the form of affidavit duly certified by Chartered Accountant.					
2. Letter of Credit from Scheduled Bank/Financial Institution in favour of the applicant only.					

2	Educational Qualification (Max. marks- 20)	Educational Qualification Level-I. (i) Post Graduation in Management (ii) Diploma in Management from Indian Institute of Management (iii) Graduation in engineering (iv) Graduation in Law (v) Chartered Accountant		20	
		Educational Qualification Level-II. (i) Post Graduation in any other field not covered in Level- I above (ii) Graduation in any other field not covered in Level- I above (iii) Cost Accountant (iv) Company Secretary (v) Diploma in Engineering		15	
		Educational Qualification Level-III. Intermediate or equivalent		10	
		Educational Qualification Level-IV. Matriculation or equivalent		5	
Based on the documentary proof of educational qualification such as certificate/mark sheet from Board/University					
3	Age (Max. marks-20)	21 years and more but less than 35 years		20	
		35 years and more but less than 45 years		15	
		45 years and more but less than 55 years		10	
		55 years and more but less than or equal to 65 years		5	
Based on documentary evidence (Affidavit, school leaving certificate, Aadhar Card, Voter ID, Passport, PAN card) as applicable, along with the application. All age as per completed years as on the date of application.					
Zero marks for applicants having age more than 65 years as on the date of application					
4	Business Plan (Max. 20 Marks)	Assessment of committee for Capability of the applicant to tap Sales potential (Max. Marks: 10)	Explanation of Plan/strategy to ensure sales volumes with prospective customers	8	
		Project report (Max. Marks: 10)	Project Report for realizing sales potential submitted by the applicant. Report must include: a. Details of customer-segments b. Anticipated sales volume c. Publicity budget by dealer d. Time-lines to achieve the sales target (Pro-rata marking shall be done on the above-mentioned points in Project Report)	12	
5	Experience of Dealership/ Forecourt Management (Max. 20marks)	Business experience in area (Max. Marks:10)	Retail trade of Petroleum (oil & gas) products/Petroleum sector	10	
			Others (Other than the above)	5	
		Business experience in years as on date of application (Max. Marks:10)	Equal to or more than 3 years	10	
			More than 1year but less than 3 years	5	
Less than 1 year	1				
Based on furnishing of documentary evidence to establish the relevant experience.					

[SIGNATURE OF SELECTION COMMITTEE MEMBERS]



ANNEX-VIII

Standard DODO Agreement

THIS AGREEMENT is made on this day of,20... (hereinafter referred to as the “Agreement”).

By and Between

M/s. NORTH EAST GAS DISTRIBUTION COMPANY LIMITED, having its registered office at 5th Floor, Central Mall, G.S.Road, Christian Basti, Guwahati, Assam, Pin-781005, hereinafter referred to as “NEGDCL” (which expression shall, unless excluded by or repugnant to the context mean and include its successors and permitted assigns) of the ONE PART.

AND

_____ S/o Shri _____,

Address:

_____ herein after referred to as the “Dealer” (which expression agrees to where the context so requires or admits of, be deemed to include its Partners and their heirs, successors and assigns) of the Other Part:

WHEREAS:

1. NEGDCL will be setting up CGD infrastructure in the PNGRB authorized Geographical Areas GA:11.03, GA:11.56 & GA:11.57 and accordingly, NEGDCL will be starting the sale of Compressed Natural Gas (“CNG”) through its own Retail Outlets in the authorized GAs’ aforementioned, and also desires to sell in the outlets of other Oil Marketing Companies like the “COMPANY” as defined in the authorization letter of PNGRB dated 25th March 2022.
2. As part of its business activity, NEGDCL is supplying /intended to supply Compressed Natural Gas (CNG) to Automobiles and is presently carrying out the project implementation activities for supplying CNG to various Automobiles through its own outlets as well as through the outlets of certain public sector oil marketing companies in the _____ GA.
3. To increase distribution of CNG and facilitate easy availability thereof, NEGDCL intends to supply and sell CNG through outlets at various locations, presently in the GA of _____ as may be decided by NEGDCL from time to time;
4. NEGDCL agrees to install the equipment’s (more particularly described in **Annexure- I**) at the site for supply, sale and distribution of CNG to the motor vehicles, on the terms and conditions hereinafter contained;
5. The representative partner of the Dealer has represented to NEGDCL that the Dealer has the required site, manpower and requisite expertise to enable NEGDCL to set up a CNG retail outlet and offered to provide all facilities including Shed, Canopy and other infrastructure for supply and sale of CNG to motor vehicles by NEGDCL;

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

I. INTERPRETATION

1.1 Definitions:

In this Agreement, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:

- a. “Bill” means the bill or cash memo or challan of NEGDCL to be issued to customers to whom CNG is sold at the Outlet;
- b. “CNG” means natural gas used as fuel for vehicles, typically compressed to the pressure ranging from 200 to 250 bars in gaseous state, having composition as described in “Schedule -I”

- c. "Equipment's" means gas compressor, storage tank/cascade, meter and check meter, dispenser and other fixtures including pipelines and all equipment's and accessories thereto required for filling of CNG in Vehicles and to make supplies to other outlets through mobile cascades / LCVs etc. (More particularly described in "Annexure-I")
- d. "Fortnight" means a period of fifteen consecutive days commencing from a day and considering that a month may consist of more than or less than thirty days, it is clarified that the 'first fortnight' of a month would be the period commencing from the 1st day of the month to the fifteenth day of the month and the 'second fortnight' of a month would be the period commencing from the sixteenth day of the month to the last day of the month; and the term "fortnightly" shall be construed accordingly;
- e. "Dealer" shall mean and include the partners severally and collectively.
- f. "NEGDCL Signage(s)" means point of sale advertising material, NEGDCL's advertising or name boards and other publicity or display signs or boards of NEGDCL;
- g. "Month" means a calendar month;
- h. "Outlet" means the retail outlet for sale/supply of CNG to Vehicles, opened or to be opened on the Site;
- i. "Regional Officer" means the officer designated by NEGDCL for the purpose of this Agreement, as notified in writing by NEGDCL to the Dealer;
- j. "Retail Price" means the price at which the CNG will be sold by NEGDCL to Vehicles;(k) "Safety Procedures" means the procedures, directions, guidelines and measures, as communicated, from time to time, by NEGDCL to the Dealer for safe handling, storage and sale of CNG;
- k. "Site" means the site of the Dealer described in Annexure – II and shall include any additional sites for opening of an Outlet as agreed upon by the parties under this agreement or by execution of supplemental agreement.
- l. "Vehicle" means both light and heavy motor vehicle as defined under the Motor Vehicles Act, 1988;

1.2 Construction:

In this Agreement, unless the subject or context otherwise requires,

- a. References to a "business day" shall mean any day (other than Saturday or Sunday) on which Banks are open for business in _____(India).
- b. References to the singular number shall include references to the plural number and vice-versa;
- c. References to a "person" shall include natural persons, companies, bodies corporate and associations, whether incorporated or not;
- d. References to Articles, Clauses, Schedules and Annexure are to articles and clauses of and Schedules and Annexure to this Agreement.

1.3 Schedules and Annexure

The Schedules and Annexure shall form an integral part of this Agreement.

1.4 Clause Headings

Clause headings used herein are only for ease of reference and shall not affect the interpretation of this Agreement.

II. SUPPLY AND SALE OF CNG

- 1.1 NEGDCL agrees to open an Outlet for sale of CNG to Vehicles on the agreed Site of the Dealer, and the Dealer agrees to provide to NEGDCL the Site and to provide the facilities and services for opening of the Outlet, on the terms and conditions hereinafter contained and agreed upon.
- 1.2 The CNG shall be sold by NEGDCL at the Retail Price of CNG fixed by NEGDCL, from time to time. The Dealer agrees to dispense the CNG to the Vehicles at the Outlet and collect, on behalf of NEGDCL, the Retail Price. NEGDCL may, at any time, revise the Retail Price and such revised Retail Price shall be binding upon the Dealer with effect 12.00 at midnight from the date of communication thereof by NEGDCL to the Dealer. The Retail Price as on the date of this Agreement will be the price specified in "Annexure-III", which Retail Price agrees to remain in force until revised by NEGDCL.

- 1.3 NEGDCCL agrees to have full control over the supply of CNG to the Outlet and the sale thereof to the Vehicles. The Dealer agrees to be responsible for the maintenance of the Outlet in the manner prescribed by NEGDCCL. The Dealer agrees to have full control over and to be completely responsible for all employees, workers and other personnel employed by the Dealer at the Outlet.

NEGDCCL agrees to be within its right and liberty to refuel CNG in the Cascades (Bunch of CNG cylinders mounted on Vehicle) at Site for catering to its requirement at other outlets or for any other business purpose in addition to the refueling of CNG in the Vehicles by the Dealer. The decision of refueling of cascade at the Site, as above, by NEGDCCL can be done either on regular basis or intermittently as may be decided by NEGDCCL at its sole discretion. No prior / post consent, oral or written, shall be required by NEGDCCL from the Dealer for this purpose.

III. OBLIGATIONS OF NEGDCCL

- 3.1 NEGDCCL agrees to install on the Site, at its own cost, the Equipments for supply of CNG. The details of the Equipments installed/to be installed at the Outlet are specified in Annexure-I. NEGDCCL agrees to be responsible for maintaining the Equipments in proper working condition. All repairs to and replacement of any defective Equipments agrees to be undertaken by NEGDCCL at its own cost, save in the case of any damage to the Equipments on account of negligence by the Dealer or any of its employees or agents in which case the Dealer agrees to pay the cost of repairs and replacement to NEGDCCL. NEGDCCL agrees to be responsible for effecting and maintaining necessary insurance coverage over the Equipments.
- 3.2 NEGDCCL agrees to supply Natural Gas through its pipeline up to the site for compression to make CNG to be dispensed to the vehicles or to supply CNG from its mother station to the site for re-boosting in order to dispense the CNG to the vehicles/cascades on the Site. NEGDCCL agrees to make available adequate quantity of CNG at the Outlet at its sole discretion.
- 3.3 NEGDCCL agrees to be liable for payment of taxes under provisions of Value Added Tax Act, 2003 (Herein after referred to as VAT) on the CNG sold at the Outlet and agrees to be responsible for all matters relating to VAT including filing of returns and complying with applicable procedures and formalities under the applicable VAT Laws.

IV OBLIGATIONS OF DEALER

- 4.1 The Dealer agrees to ensure that an adequate area of at least _____ (Area & Mode) is available at all times on the Site for installation of the Equipments and for easy entry and exit of Vehicles. The Dealer agrees to also provide suitable and prominent places on the Site for the placement of the Signage(s) of NEGDCCL.
- 4.2 The Dealer agrees to make drawings, obtain all statutory approvals/passing from Govt. Departments including CCOE or any other approvals/ licenses/ permissions/ site completion certificate etc. of concerned authorities for sale of CNG at the outlet as shall be required with respect to the activities carried out by NEGDCCL. NEGDCCL shall facilitate and provide requisite letters / certificates, if required.
- 4.2 The Dealer agrees to construct and provide all civil works such as foundations, canopies, electrical rooms, trenches, driveway, boundary wall, Sales room, signage, pylon (totem), entry / exit signs, hoardings, lightings etc. The technical details & design will be provided by NEGDCCL
- 4.3 The Dealer agrees to ensure that the Site is at all times kept free from any encroachment.
- 4.4 The Dealer agrees to provide, inter-alia at its own cost, the following additional facilities:
- i. Make provision for continuous and adequate water supply, electricity and other utilities required for filling CNG;
 - ii. Provide utility facilities like water cooler, wash-rooms etc, Security arrangements like CCTV Camera, hooter, guard etc., and Tyre air filling facility for the vehicles.
 - iii. The Dealer shall be responsible to Operate the Equipment's including CNG compressors, storage tank/ cascades, meter and check meter, dispensers and other fixture including pipeline and all equipment's and accessories/ auxiliaries there to, at the CNG station as per the guidelines/ instructions provided by NEGDCCL. Dealer shall Employ or make available adequate and trained personnel (including compressor operators

dispensing operators, supervisors, account clerks etc.) to carry out the operations as specified dispensing the CNG to Vehicles.

iv. Maintenance and upkeep of the Outlet (excluding the Equipment), as per the norms prescribed by NEGDCL.

- 4.5.1 The Dealer agrees to provide, at its own cost, uniforms to its employees at the Outlet and agrees to ensure that its employees while on duty wear such uniforms. To enable NEGDCL to maintain the identity of outlets of NEGDCL, the Dealer agrees to follow the dress code prescribed by NEGDCL for the uniforms.
- 4.5.2 The Dealer agrees to be responsible for ensuring that its employees conduct themselves in a proper manner and are courteous to customers. The Dealer agrees not to engage or employ any person with a criminal record/ background.
- 4.5.3 The Dealer agrees to be responsible for maintaining harmonious relations with its employees and workers and agrees to inform NEGDCL of any stoppage of work or other labor dispute whether actual or threatened and which is likely to affect the sale of CNG by NEGDCL at the Outlet.
- 4.5.4 The Dealer agrees to remove any employee or worker who is found guilty of misconduct or negligence while on duty or whose conduct is not in order.
- 4.6 The Dealer agrees to bear and pay all property taxes, municipal taxes, rents, rates, outgoings, assessments or levies payable by the Dealer in respect of the Site and agrees to pay all bills for electricity, water and other utilities utilized at the Outlet. However, electricity charges for actual usage of compressor, dispensers installed at the particular outlet shall be borne by NEGDCL.
- 4.7 The Dealer agrees to be liable to pay all remuneration, salary and other payments (including statutory benefits) to its employees and to keep NEGDCL informed from time to time.
- 4.8.1 The Dealer undertakes to take due care of the Equipments and agrees to ensure that the same are operated by properly trained staff in a prudent manner. In case of any breakdown in or damage to or defect in the Equipment, the Dealer agrees to immediately notify in writing to the Regional Officer of the same and not to operate the Equipments till clearance is given by NEGDCL.
- 4.8.2 The Dealer undertakes that the Equipments will remain the property of NEGDCL and/or its successors or assigns, and that the Dealer is authorized only to use the Equipments at the discretion of NEGDCL to facilitate operations regarding dispensing of CNG. The Dealer further acknowledges and agrees that the Equipments will not accede or become permanently attached to any premises or any other property or asset, and that on termination or earlier determination of this agreement for whatsoever cause, NEGDCL agrees to be entitled to remove the equipment/s without any notice or compensations to the Dealer. The Dealer agrees to have no charge or lien of whatsoever nature over the equipments for his claims including commission or damages. The Dealer agrees to and will keep indemnified NEGDCL against any cost, loss or liability that NEGDCL may reasonably incur as a result of such removal.
- 4.8.3 The Dealer agrees to take due care of and take appropriate measures for the protection of the NEGDCL Signage(s).
- 4.9 The Dealer agrees to follow the safety procedures, from time to time, specified by NEGDCL in operating the Outlet and handling of CNG. Specifically, the Dealer agrees to comply with and observe the Safety Code of Practice NZS: 5425 of New Zealand and OISD 179, notified by NEGDCL to the Dealer for ensuring safe refueling of Vehicles with CNG. In addition, the Dealer agrees to also ensure full and strict compliance with the guidelines, norms, rules, stipulations etc. as may be prescribed by Chief Controller of Explosives (CCOE) Nagpur, Chief Fire Officer (CFO), and any other statutory authorities from time to time in respect of safe handling, storage and Sale of CNG at the Site.
- 4.9.1 The Dealer agrees to ensure compliance with all such safety guidelines/ directives given by NEGDCL from time to time which will include but not be limited to checking of metallic plates (fitted on body of the vehicle signifying make of CNG conversion Kit, CNG cylinder, validity thereof etc) endorsement in RC book (Issued by Regional Transport Office) of the Vehicle and witnessing genuineness of cylinder prior to filling CNG in the Vehicle etc.

- 4.10 The Dealer agrees to obtain all statutory approvals of concerned authorities for providing various services such as provision of utilities, personnel and infrastructure for dispensing of CNG and maintenance services relating to the Outlet including necessary approvals for construction of shed, civil foundation, boundary wall and installation of the equipments at the Site, as shall be required for making the CNG station fully operational.
- 4.11 The Dealer agrees to promptly inform the Regional Officer of any additional requirement for CNG at the Outlet. In addition to the aforesaid, the Dealer agrees to, if required by NEGDCL, give to NEGDCL periodical reports relating to the requirement for CNG at the Outlet.
- 4.12 The Dealer agrees not to cause any hindrance in allowing NEGDCL or its contractor to refuel the cascades (Bunch of CNG Cylinders mounted on Vehicle) at the Site in addition to the refueling of CNG in Vehicle.
- 4.13 The Dealer agrees to ensure availability of power to run the CNG outlet & agrees to solely bear the capital cost involved in the, installation and maintenance of transformer for sourcing of power to CNG station. The Dealer also agrees to obtain necessary permissions and approvals from the concerned authorities for installation of transformer and related equipments/ infrastructures at the site as may be required.

V TITLE AND OWNERSHIP

- 5.1 It is agreed that the Equipments will be the absolute property of NEGDCL and shall not be deemed to be in the possession of or to the order or disposition or control of the Dealer. The Dealer shall not have any right of ownership or otherwise, interest & title or any lien in or over the Equipment, whatsoever.
- 5.2 During the existence of this agreement the Dealer/ Owner agrees to remain the absolute property of the Dealer and NEGDCL agrees not to be entitled to any right, title or interest in the Site. Nothing herein contained agrees to be deemed to create any lease, license or other right in favour of NEGDCL in, to or over the Site.

VI CONFIRMATIONS BY THE DEALER

- 6.1 The Dealer confirms that the Regional Officer or other authorized officers or representatives of NEGDCL agrees to have right to enter upon the Site for the purpose of taking meter readings on the CNG dispensers to calculate the quantity of CNG sold and the Dealer or any of his representatives or the employees agrees to not obstruct NEGDCL or their Authorized officers/employees to enter upon the site for the above purpose.
- 6.2 The Dealer confirms that NEGDCL and its authorized officers or representatives with or without workmen shall have right to enter upon the Site for the purpose of inspection of the state and conditions of the Equipment/s, Signage(s) and for verification that all Safety Procedures are being duly followed by the Dealer. The Dealer further confirms that NEGDCL shall at its sole discretion and liberty may replace, repair, modify, alter or take away partially or whole any of its Equipment/s from the Site at any time without prior notice to the Dealer. The Dealer shall not, without the prior written consent of NEGDCL, adjust, repair, clean, replace or remove any of the Equipment/s or their parts and/or alter any identifying markings on the Equipment/s and signage(s).
- 6.3 The Dealer confirms that the LCV mounted mobile cascades of NEGDCL shall have right to enter upon the Site for the purpose of refilling of cascades from the LCV filling point which will then be dispatched to other CNG dispensing stations.
- 6.4 The Dealer confirms that the Equipments are the property of NEGDCL and that he agrees not to claim any right, title, interest or lien whatsoever over the Equipments.
- 6.5 The Dealer confirms that in the event of any stoppage of the work or other labour dispute whether actual or threatened, NEGDCL shall with due notice of three (3) days have right to get the dispensing of CNG at that outlet either through itself or through any other agency at the cost of the Dealer.
- 6.6 The Dealer confirms that NEGDCL shall be entitled to keep the Outlet open on all days in a month unless the Outlet is required to be kept closed on any day by order of the Government or any competent authority

VII REPRESENTATIVES AND WARRANTIES

7.1 Representations by the DEALER

The Dealer confirms, represents, warrants and covenants to NEGDCL that:

- a. _____ is the sole LEASE HOLDER of the site and he has given his consent and no-objection to run CNG business at the site and further confirms that the title to the Site is clear, marketable and free from all encumbrances, liens and doubts.
- b. No person other than _____ has any right, title, interest or claim in the land on which the Site/outlet is situated.
- c. The Dealer has obtained/commits to obtain all licenses, registrations or approvals of the concerned authorities in its name, if any required, for providing the services under this Agreement;
- d. There is no restriction or impediment preventing the Dealer from providing the site and the services under this Agreement and/or preventing the Dealer from permitting NEGDCL to open the Outlet at the Site.
- e. The Dealer represents/ warrants that there are no pending or threatened investigations, litigation or proceedings affecting the Dealer that (a) may have a material adverse effect on the Dealer's business, condition (financial or otherwise) or on the results of the Dealer's operations or its ability to perform its obligations under this agreement, and/or (b) purports to effect the legality, validity or enforceability of this Agreement.
- f. Dealer has agreed to be responsible in their personal capacity for the acts of commission and omission arising out of this agreement and incidental thereto, in addition to the breach of any of the terms and conditions of this agreement.
- g. During the subsistence of this Agreement neither the Dealer nor the owner of the Site agrees to sell, transfer, and dispose of, mortgage, or in any manner deal with the Site ownership/property.
- h. _____ as LEASE HOLDER of the site covenants and undertakes that during the subsistence of this agreement he will allow sale of CNG from the site and he agrees to not seek for removal of outlet/equipments from the site nor will ask NEGDCL to vacate the site and will allow NEGDCL to sell the CNG. Further as a Dealer he agrees to also ensure due performance of the terms & conditions of this Agreement.

7.2 General Representations:

Each party represents and warrants to the other party that:

- a. They have the necessary power to enter into and perform their respective obligations under this Agreement;
- b. All actions, conditions and things required to be taken, fulfilled and done in order to (i) enable them to lawfully enter into and perform their obligations under this Agreement; (ii) ensure that those obligations are legally binding and enforceable; have been taken, fulfilled and done;
- c. The authorized signatory of the party executing this Agreement is validly in office and duly authorized to execute this Agreement and execution by such authorized signatory will bind the respective party;
- d. The execution and delivery of this Agreement and performance hereunder will not result in a breach of any other agreement entered into by the party or will not conflict with any other, judgment, rule or regulation by which the party is bound.

7.3 The representations and warranties referred to hereinabove and elsewhere in this Agreement or given pursuant hereto agree to continue to have full effect during the period of this Agreement.

VIII BILLING AND PAYMENTS

- 8.1 Any Bills to be issued to customers at the Outlet shall be Bills of or in the name of NEGDCL. The Bills shall be printed in adequate numbers by Dealer based on the format provided by NEGDCL. The Bill shall bear the name of NEGDCL and NEGDCL's VAT registration number.
- 8.2 All taxes (including VAT), duties and cesses payable or levied on sale of CNG shall be to the account or and paid by NEGDCL. It is clarified that the sale of CNG will be affected by NEGDCL and the Dealer has agreed to provide the Site and the services hereunder to facilitate the sale of CNG by NEGDCL.
- 8.3.1 The CNG shall be sold to the Vehicles at the Retail Price fixed by NEGDCL. The current Retail Price applicable on the date of this Agreement is specified in **"Annexure – III"**.
- 8.3.2 The Dealer agrees to pay to NEGDCL on daily basis, the aggregate Retail amount collected by the Dealer on the Previous day. NEGDCL may, at its discretion, increase the frequency or alter the period for payment of the Retail Amount.
- 8.3.3 The Dealer agrees to deposit the aggregate of Retail Amount collected through various modes of collection i.e. Cash, PoS, UPI, Paytm, and any digital wallet / electronic mode of payment from consumers for the CNG Sold for the day on the next bank working day in the Bank Account designated by NEGDCL preferably through NEFT/RTGS.
- 8.3.4 (a) The Dealer agrees to provide to NEGDCL, an interest free security deposit of Rs. 5.00 Lacs in the form of Bank Draft at the time of signing of Agreement. NEGDCL 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 on account of adulteration / malpractice, the said security deposit will be forfeited and the action will be initiated for black listing the Dealer.
- (b) The Dealer agrees to provide to NEGDCL, Interest free Security Deposit for an amount equivalent to 3 days CNG sales as Payment Security towards cash lying with Dealer. The said Security Deposit is to be submitted by Dealer to NEGDCL before commissioning of CNG Station in the form of Bank draft/Bank Guarantee from nationalized / scheduled bank to remain valid during the period of Dealership. NEGDCL reserves its rights to adjust any dues to it from this amount in case of default in compliance of Clause No. 8.3.2 above and the Dealer agrees to replenish the Bank draft/Bank Guarantee to its original value within 3 working days.
- (c) For the purpose of estimating the amount of Security Deposit as mentioned at Clause 8.3.4 (b) above, Average Daily CNG Sales Quantity of 8000 Kg per day and the prevailing CNG price for the respective geographical area at the time of commissioning of CNG station, shall be considered. Amount required as Security Deposit shall be reviewed annually. Any addition required in SD due to increased sales volumes of CNG shall be deposited by Dealer.
- 8.3.5 NEGDCL agrees to, from time to time, review the collection of Retail Price and billing system and may, in its sole discretion, alter the period for payment or manner of payment of the Retail Price by the Dealer to NEGDCL.
- 8.4 Without prejudice to the right of NEGDCL to adjust the cash deposit and/or invoke the bank guarantee referred to in Clause 8.3.4 (b), in case of any delay by the Dealer in the payment of the aggregate Retail Price collected by the Dealer, the Dealer agrees to pay to NEGDCL Delayed Payment Charges (DPC) at the rate of 16% (sixteen percent) per annum on the amount unpaid from the due date of payment until date of actual payment and/or realization. Such Delayed Payment Charges shall be compounded monthly.
- 8.5 The Dealer agrees to enclose with the invoice as stated at Clause 8.6 hereinafter and send to NEGDCL a statement showing the quantity of CNG sold at the Outlet during the said fortnight. Such statement shall be based on the meter readings on the CNG dispensers and shall be accompanied by the counterparts of the Bills given by the Dealer.
- 8.6 In consideration of the services rendered by the Dealer to NEGDCL, NEGDCL agrees to pay to the Dealer service charges at the rate specified in Schedule - II on a fortnightly basis. The Dealer agrees to, on the last day of every fortnight during the term of this Agreement, send to the Regional Officer of NEGDCL an invoice for the service charges payable by NEGDCL to the Dealer. The said service charges as per the invoice agrees to be paid within ten (10) business days from the date of receipt of the invoice by

the Regional Officer, provided that the invoice supported by all requisite details/ documents and is duly verified by the Regional Officer. The payment of service charges shall be subject to tax deduction at source as per applicable law at the time of payment. Any Tax, Cess, levy due etc. payable in respect of the Site will be borne by the Dealer. The taxes (including VAT), duties and cesses payable or levied on sale of CNG shall be paid by NEGDCL.

- 8.6.1 The Dealer hereby represents & confirms that the Dealer has fully evaluated the proposal in respect of payment of all-inclusive Service Charges as per schedule II here below and has found the same commercially feasible and commensurate to their business strategy to recover cost and gain reasonable return.
- 8.6.2 It has been expressly and unambiguously agreed by the Parties, that no separate charges, costs, fee of whatsoever nature, shall be payable by NEGDCL to the Dealer in respect of refueling the CNG in the cascade (Bunch of CNG Cylinders mounted on vehicles) at Site. Consideration as agreed at 8.6 above fully covers towards all services provided herein including refueling of CNG in the cascade by NEGDCL at the Site.
- 8.7 In case of any discrepancy in the amount of service charge paid or payable to the Dealer, the Dealer agrees to lodge a claim with the Regional Officer within 30(thirty) days from the date of receipt of the payment from NEGDCL and to the extent such claims are accepted by NEGDCL, NEGDCL agrees to issue a credit note in favour of the Dealer. The amount stated in the credit note shall be added to the service charge payable for the next fortnight after issuing the credit notes.

IX LIABILITY/INDEMNITY

- 9.1 NEGDCL agrees not to be liable in any manner whatsoever (including for any loss or injury caused) to the employees or agents of the Dealer during the course of their employment with the Dealer or thereafter and the Dealer agrees to be solely liable to his employees or agents.
- 9.2 The Dealer agrees to be liable for the safety and security of the equipments installed on the Site and shall ensure that, at all times, the Safety Procedures are duly followed.
- 9.3 The Dealer agrees to be liable for any unauthorized act of the Dealer or its employees or workers and agrees to ensure that its activities are in conformity with the terms and conditions of this Agreement.
- 9.4 The Dealer agrees to indemnify and keep indemnified, save harmless and defend NEGDCL from and against any loss, damage, claim, action, proceedings, costs, charges and expenses that may be suffered or incurred by NEGDCL on account of any damage or injury to the person or property of any third party caused by any negligence or default of the Dealer or any of its employees or agents in following the Safety Procedures or otherwise howsoever or on account of any acts done or performed or caused to be done or performed by the Dealer, its employees or agents in the course of its/their activities under this Agreement.
- 9.5 The indemnity provisions herein contained agrees to survive the expiry or termination of this Agreement and to the claims made thereafter for the period during which the Agreement was subsisting.

X FORCE MAJEURE

- 10.1 Neither party agrees to be liable to the other for any delay in or failure of their respective obligations under this Agreement caused by occurrences beyond the control of either party including fire, flood, acts of God, acts of public enemy, war insurrections, riots, any law, statute, ordinance, order or regulations of the Government or any compliance therewith or due to stoppage of gas supply by upstream suppliers of NEGDCL due to any reason, whatsoever.
- 10.2 The party affected by force majeure conditions agrees to promptly notify the other party of the commencement and cessation of such contingency. If such contingency continues beyond six months this Agreement shall be terminated unless both parties agree upon any alternate arrangement.

XI CONFIDENTIALITY

- 11.1 All information and other material supplied to or received by either party from the other party, which is by its nature intended to be exclusively for the knowledge of the recipient or is marked "Confidential"

and any information concerning the business transactions or the financial arrangements of the parties hereto or sale of CNG or operation of the Outlet shall be kept confidential by the recipient unless or until compelled to disclose the same (i) by judicial or administrative process, or (ii) by law, or unless the same is in, or (iii) is a part of public domain, or (iv) is required to be furnished to any regulatory or other authority having jurisdiction over the recipient, and in such cases the confidentiality obligations shall cease to the extent required under the foregoing circumstances.

- 11.2 The Dealer agrees to indemnify and keep indemnified, saved harmless and defend NEGDCCL from and against any loss or damage that may be suffered or incurred by NEGDCCL as a result of any disclosure by the Dealer, its employees or agents of any confidential information.
- 11.3 The confidentiality obligations contained in this Article XI agrees to survive even after the termination of this Agreement.

XII TERM/TIME PERIOD OF AGREEMENT

- 12.1 This Agreement shall come in force with effect from the date hereof and shall remain in force for a period of ten years, unless earlier terminated in the events hereinafter mentioned.
- 12.2 The Dealer agrees to ensure that required shed, Canopy, civil work as per design & drawings of NEGDCCL and other responsibilities/activities as specified in Annexure- IV are completed to commence sale of CNG from the outlet as per schedule to be mutually agreed in the kick-start meeting to be held after signing of this LOI/Agreement
- 12.3 The parties may, prior to the expiry of this Agreement, agree to extend the same for a further period of five years on terms and conditions mutually agreed upon.

XIII TERMINATION

- 13.1 Events of Termination
- 13.1.1 NEGDCCL, at any time, without assigning any reason, by notice in writing of not less than three months be entitled, to terminate this Agreement and on expiry of such notice this Agreement shall terminate.
- 13.1.2 Without prejudice to the provisions of Clause 13.1.1, NEGDCCL may terminate the Agreement by written communication after giving reasonable opportunity, if:
- a. The Dealer fails to pay to NEGDCCL any sum due by it under this Agreement within the due date thereof;
 - b. The Dealer fails to comply with any of its obligations or undertaking or commits any breach of the covenants or conditions or on its part to be observed, performed or fulfilled;
 - c. Any representation or warranty by the Dealer given herein or in pursuance of this Agreement is found to be incorrect;
 - d. The Dealer ceases to carry on its business or suspends all or substantially all of its operations;
 - e. The Dealer is unable to pay either the debts of the Dealer or the debts of the Partners or becomes unable to pay the debts as and when due or makes any composition or arrangement with or for the benefit of the creditors of the Dealer;
 - f. A liquidator, receiver, administrator or any encumbrance takes possession of or is appointed over the whole or any part of the assets of either the Dealer or the partners;
 - g. In the event of the Dealer or any of the partners declared insolvent.
 - h. Any attachment or distress is levied against any of the assets of either the Dealer or the partners and the same is not raised within thirty (30) days;
 - i. There is any material adverse change or any change in applicable law, rules, regulations, directives or guidelines which prevents the sale of CNG;
 - j. Any consent, approval, license or permission required for sale of CNG at the Outlet is suspended, cancelled or withdrawn or expires and is not renewed.

- k. The Dealer fails to adhere to the mutually agreed time-schedule for completion and commissioning of CNG station.

13.2 Effect of Termination

- 13.2.1 On the termination of this Agreement, the Dealer agrees to forthwith pay to NEGDCCL the payment towards all CNG sold at the Outlet from the date of the last payment till the date of termination of this Agreement.
- 13.2.2 On termination of this Agreement in any of the events specified under Clause 13.1.2, the Dealer also agrees to pay to NEGDCCL any loss, damages, cost, charges and expenses incurred by NEGDCCL on account of such premature termination.
- 13.2.3 Without prejudice to its other rights, on termination of this Agreement:
- NEGDCCL shall forthwith stop further supply and sale of CNG at the Outlet;
 - NEGDCCL shall remove all unsold/stored CNG at the Outlet;
 - NEGDCCL shall remove the Equipments and the NEGDCCL Signage(s) from the Site and for the purpose, NEGDCCL and its authorized officers and/or representatives agrees to be entitled to enter upon the Site without any restrictions or obstructions from the Dealer.

13.3 Obligations to survive termination

The termination of this Agreement in accordance with this Article XIII, shall be without liability on the part of the party terminating and shall not affect any rights or obligations arising or accruing prior to such termination and shall not affect any claims, which a party may have against the other for any antecedent breach.

XIV RELATIONSHIP

- 14.1 Nothing contained in this Agreement shall constitute a partnership or joint venture between the parties.
- 14.2 Notwithstanding anything herein contained, no relationship of employer and employee shall be deemed to be created between NEGDCCL and the Dealer or NEGDCCL and the employees, workers personnel, or representatives of the Dealer. NEGDCCL shall not be liable in any manner to the employees, personnel or representatives of the Dealer or for acts of such employees, personnel or representatives of the Dealer.
- 14.3 During the term of this Agreement, the Dealer shall not hold itself out as an agent of NEGDCCL. It is clearly understood that this Agreement is on principal to principal basis and NEGDCCL shall not be liable for the acts of commission or omission of the Dealer or its employees, personnel or representatives.

XV EXCLUSIVITY

- 15.1 It is agreed that during the subsistence of this agreement the Dealer agrees not to sell Compressed Natural Gas or any other products of any other supplier or manufacturer at the Outlet and the Outlet shall be an exclusive outlet for sale of CNG/ other products as decided by NEGDCCL.
- 15.2 It is further agreed that NEGDCCL shall be free to sell CNG or other products as decided by NEGDCCL through other outlets at various locations in _____ GA or elsewhere in India.

XVI PREVALENCE OF AGREEMENT

In the event of inconsistency between the provisions of this Agreement and any other earlier document or writing between the parties hereto, the provisions of this Agreement shall prevail.

XVII BENEFITS OF THIS AGREEMENT

This Agreement and the respective rights and obligations of the parties hereto under this Agreement shall ensure to the benefit of and be binding on their respective successors.

XVIII ASSIGNMENT

The Dealer agrees not to assign this Agreement or all or any of its rights or obligations hereunder to any person, without the prior written consent of NEGDCL. NEGDCL may, without the prior consent of the Dealer, assign all or any of its rights and obligations under this Agreement to any person/ firm.

XIX ALTERATION

Any alteration or amendment to this Agreement shall be affected only by an instrument in writing signed by both parties hereto.

XX NOTICES

- 20.1 All notices, demands or other communications required to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or facsimile transmission addressed to the intended recipient thereof at its address or facsimile number given below or to such address or facsimile number as any party may from time to time notify to the other parties:

To NEGDCL:

To the Dealer:

NEGDCL

(Name and address of Dealer)

**5th Floor, Central Mall, GS Road
Christian Basti, Guwahati, 781005,
Assam**

Any notice or communication addressed to NEGDCL shall be marked to the attention of the Regional Officer.

- 20.2 Any such notice, demand or communication from either of the parties shall be deemed to have been duly served if given or made by facsimile transmission, immediately on receipt of the transmission report by the sender, or if given personally, on delivery thereof to the address of the recipient, or if given by registered post, five (5) days after posting the same by registered post.

XXI COSTS AND EXPENSES

All costs and expenses incurred in the preparation and execution of this Agreement shall be borne and paid by the parties equally. All costs and expenses incurred by the parties in obtaining all necessary approvals, permissions, sanctions or consents of the concerned authorities for the execution of and performance of the transactions contemplated by this Agreement shall be borne by the respective parties incurring the same.

XXII PARTIAL INVALIDITY

The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction to which any party hereto is subject shall not affect the legality, validity or enforceability under the law of any other jurisdiction or the legality, validity or enforceability of the other provisions hereof.

XXIII FURTHER ACTS

Each of the parties hereto undertakes to execute, do and take all such steps as may be in their respective powers to execute, do and take or procure to be executed, taken or done and to execute all such further documents, agreements and deeds and do all further acts, deeds matters and things as may be required to give effect to the provisions of this Agreement.

XXIV TIME ESSENCE

Any time, date or period mentioned in any provision of this Agreement may be extended by agreement between the parties hereto but as regards any time, date or period originally fixed or extended as aforesaid, time shall be of the essence.

XXV ARBITRATION

In the event of any dispute or difference between the parties hereto in respect of or in any respect concerning or connected with the interpretation or implementation of this Agreement or arising out of this Agreement, either before or after the termination of this Agreement, such dispute or difference shall in the first instance be settled by mutual discussion within one month of such dispute having been raised and in the event the same are not so resolved, then such dispute or difference shall be referred to arbitration of a sole arbitrator to be appointed by NEGDCL and such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The Fees, expenses, charges for the Arbitration shall be paid by the parties hereto in equal proportions. The venue of the arbitration shall be Delhi.

XXVI JURISDICTION

The Agreement shall be governed exclusively by the Laws of India and the transactions contemplated herein shall be subject to the exclusive jurisdiction of the competent courts in Delhi only.

XXVII COUNTERPARTS

This Agreement shall be executed in two counterparts, each of which shall constitute the original but both of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS THE DAY AND YEAR FIRST HEREINABOVE MENTIONED:

SIGNED AND DELIVERED by NEGDCL by the hand of its authorized signatory

(Signature of Authorized Signatory)

WITNESS:

Name:

Address:

(Signature of the witness)

SIGNED AND DELIVERED by the DEALER,
(Name & address of Dealer)

(Signature of Dealer)

WITNESS:

Name:

Address:

(Signature of the Witness)

SCHEDULE-1**GAS COMPOSITION**

The Gas to be supplied by NEGDCL shall have the following composition:

(i)	Methane	Not less than 75% by volume
(ii)	Other Gaseous Hydro Carbons	Not more than 20% by volume
(iii)	Non-Combustible gases other than Hydro carbons incl. Nitrogen, Carbon-Dioxide and Oxygen	Not more than 5% by volume
(iv)	Sulphur (H ₂ S)	Not more than 10 parts per million (ppm) for un-odorized gas plus not more than 20 ppm due to addition of odorant.
(v)	Moisture content	No free water will be present

For NEGDCL

For Dealer

Authorized Signatory:

Authorized Signatory:

Name:

Name:

Designation:

Designation:

SCHEDULE-II

Date:

To,

C/o NEGDCL CNG Station

Sub: Rate of Service Charge

Dear Sir,

Pursuant to Clause 8.6 of the Agreement, the current Service Charge is Rs. ____ per kg. (Rs..... Only) exclusive of applicable taxes if any

Thanking you.

Yours faithfully,

(Authorized Signatory)

ANNEXURE - I

PURSUANT TO THE AGREEMENT

DETAILS OF EQUIPMENTS

Sl. No.	DESCRIPTION	Quantity & Sl. No. Of the Equipment
1.	CNG Online Compressor of 1200 SCM/H Capacity	To be notified separately
2.	CNG Dual Hose Car Dispensers	
3.	CNG Single Hose Bus Dispenser	
3.	CNG Cascade of 3000 WL Capacity	
4	Other Assets belonging to NEGDCL	

For **NEGDCL**For **Dealer**

Authorized Signatory:

Authorized Signatory:

Name:

Name:

Designation:

Designation:

ANNEXURE - II

PURSUANT TO THE AGREEMENT DETAILS OF OUTLET DETAILS OF OUTLET

Location of Retail Outlet: NEGDCL CNG Station [Address: _____]
 _____]

Site Office	Office Address

2. Full Address of Retail Outlet

As Above

3. Description of Station

Online Station

4. Date of supply of CNG _____

5. Area earmarked for Retail Outlet _____

6. Description of the Equipment/s

To be Notified Separately

For **NEGDCL**

For **Dealer**

Authorized Signatory:

Authorized Signatory:

Name:

Name:

Designation:

Designation:

ANNEXURE - III

Date:

To,
C/o NEGDCL CNG Station,

Sub: CNG Retail Selling Price

Dear Sir,

Pursuant to Clause 2.3 read with Clause 8.3.1 of the Agreement, the current Retail Price of CNG is Per Kg
The revision in the Retail Price, if any, shall be communicated to you in writing by us.

Thanking you.

Yours faithfully,
(Authorized Signatory)

ANNEXURE - IV

RESPONSIBILITIES/SCOPE OF ACTIVITIES FOR NEGDCL AND THE DEALER FOR THE SETTING UP OF CNG STATION ON DODO MODEL

Sl. No.	ACTIVITIES	RESPONSIBILITY/ SCOPE
	A. General	
1	Opening of Retail outlet for sale of CNG to vehicles on the agreed site of the dealer	NEGDCL
2	Providing to NEGDCL the site for setting up CNG Retail outlet	Dealer
3	Providing the facilities and services for opening of the outlet	Dealer
4	Fixing Retail price of CNG to be sold at CNG Retail outlet	NEGDCL
5	Dispensing the CNG to vehicles at Retail outlet	Dealer
6	Providing refundable Security deposit as required	Dealer
7	Getting a company registered, if not registered for the operation of outlet	Dealer
8	Arrangement of all manpower required for operation and forecourt management of the retail outlet	Dealer
9	Keeping the retail outlet free from all encroachments and ensure free movement of vehicles	Dealer
10	Supply of natural gas either through pipeline or through mobile cascade up to the site	NEGDCL
11	Responsibility to manufacture CNG through the compressor to be installed at retail outlet	NEGDCL

12	Having full control over the supply of CNG to the outlet and sale of CNG to the vehicles	NEGDCCL
13	Responsibility of maintenance (except equipments) and up keeping of Retail outlet in the manner prescribed by NEGDCCL	Dealer
14	Having full control over and to be completely responsible for all employees, workers and other personnel employed by the dealer at the outlet	Dealer
15	Decision to Refuel Mobile cascades at site for catering to the requirement at other outlets	NEGDCCL
16	Assist refueling of Cascades as decided by NEGDCCL either on regular basis or intermittently at the Retail outlet without any hindrance	Dealer
17	Recording of readings of all Mass Flow meters/ Turbine meters or other Flow meters installed at the outlet	Dealer
18	Recording of daily sale of CNG from all dispensers shift wise	Dealer
19	Preparation of daily sale report and DPR	Dealer
20	Reconciliation of gas supplied to the outlet and gas sold to customers	Dealer
21	Logging of operation readings / parameters of all equipments as per instructions of and procedures of NEGDCCL	Dealer
22	Providing log books for logging of equipments readings	NEGDCCL
23	Printing of all other logbooks and registers such as station log book, Dispensers sale log book, material registers, cash handling registers, etc. as per guidance of NEGDCCL	Dealer
24	Providing all such log books / registers such as station log book, Dispensers sale log book, material registers, cash handling registers, etc. required for operation	Dealer
25	Providing all stationeries at the station except the log books for equipments	Dealer
26	Safe operation of installed equipments	Dealer
27	Fore Court management of dispensing of CNG to the vehicles	Dealer
28	Security of CNG station	Dealer
29	Providing First Aid kit and keep available all the time at Retail outlet	Dealer
30	Providing Telephone facility and payment of telephone bill	Dealer
31	Horticulture activity/ plantation/ gardening, if any, required at the outlet	Dealer
32	Resolving of all issues related to manpower arising at retail outlet	Dealer
	B. Activities related to Land plot	
33	Land filling/ land cutting, if required	Dealer
34	Levelling of land surface	Dealer
35	Preparation of construction drawing of CNG station	NEGDCCL
36	Marking the Boundary of the area of required size of land plot	Dealer
	C. Activities related to approval/ permission/ NOC	
37	Submission of Application for CLU (Change of Land Use)	Dealer
38	Payment of External Development Charges (EDC) to concerned deptt.	Dealer
39	Payment of conversion charges to concerned deptt.	Dealer
40	Payment of all other charges for CLU, if applicable, to concerned deptt.	Dealer

41	Obtaining clearance / permission/ approval for CLU from concerned deptt.	Dealer
42	Submission of Application for permission to planning Department	Dealer
43	Payment of charges, if any, to planning department and obtain the permission	Dealer
44	Marking the area of the required size of the land plot	Dealer
45	Preparation of Lay out drawing of CNG system to be installed on the land plot	NEGDCCL
46	Submission of Application for approval to CCoE	Dealer
47	Payment of application charges for CCoE approval	Dealer
48	Submission of application, payment of charges, if any, and to obtain approval /permission/ NOC I from- Fire Deptt.	Dealer
49	Submission of application, payment of charges, if any, and to obtain approval /permission/ NOC from Planning deptt.	Dealer
50	Submission of application, payment of charges, if any, and to obtain permission/ NOC from Police deptt.	Dealer
51	Submission of application, payment of charges, if any, and to obtain permission/ NOC from Traffic deptt.	Dealer
52	Submission of application, payment of charges, if any, and to obtain approval/permission/ NOC from Collector's office/ SDM's office	Dealer
53	Submission of application, payment of charges, if any, and to obtain approval/permission/ NOC from PWD deptt.	Dealer
54	Submission of application, payment of charges, if any, and to obtain approval from Municipality	Dealer
55	Submission of application, payment of charges, if any, and to obtain license from directorate of factory inspector	Dealer
56	Submission of application, payment of charges, if any, and to obtain license from labour department	Dealer
57	Submission of application, payment of charges, if any, and to obtain approval/permission/ NOC from Pollution Control Board	Dealer
58	Submission of application, payment of charges, if any, and to obtain approval/permission/ NOC from Forest department	Dealer
59	Submission of application, payment of charges, if any, and to obtain approval/permission/ NOC from District Industrial Centre	Dealer
60	Submission of application, payment of charges, if any, and to obtain NOC/ approval/permission/ license from any statutory deptt. as required in respect to the land plot	Dealer
61	Payment of annual charges for the above approvals/ permissions/ NOCs, if required to concerned authorities	Dealer
62	Submission of application, payment of charges, if any, and to obtain registration no. for Excise Duty, VAT and other taxes with respect to sale of CNG	NEGDCCL
63	Payment of annual charges, if any, with respect to registration no. for Excise Duty, VAT and other taxes	NEGDCCL

64	Arrangement of calibration certificate for all calibrations of the instruments, Flow meters, etc	NEGDCCL
65	Arrangement of all test certificates of the tests of the equipments/ instruments	NEGDCCL
66	Arrangements of all Weights & Measures certificates for dispensers	NEGDCCL
	D. Operation of Maintenance of equipments	
67	Communication of malfunction, problem and breakdown of equipments to NEGDCCL	Dealer
68	Maintenance of all equipments installed at Retail outlet by NEGDCCL as per list provided at Annexure-I	NEGDCCL
69	All spares required for Breakdown, preventive, predictive, proactive, routine and breakdown maintenance	NEGDCCL
70	Manpower required for the maintenance of all equipments	NEGDCCL
71	Tools and tackles and all consumable such as grease, Markene cloth, cotton waste, cleaning fluid, rustolene, etc required for maintenance of equipments	NEGDCCL
72	Lubricants/ grease/Lube oil for operation of the all equipments	NEGDCCL
73	Coolants required for operation of all equipments	NEGDCCL
74	If damage is due to the negligence of or intentionally caused by the Dealer personnel, then all cost of maintenance of the equipments	Dealer
75	Cleaning of all equipments as required during maintenance and on regular basis as per schedule	NEGDCCL
76	Operation of all equipments including CNG compressors, storage tank/ cascades, meter and check meter, dispensers and other fixture including pipeline and all equipments and accessories/ auxiliaries there to, installed at the CNG station by NEGDCCL, as per the guidelines/ instructions provided by NEGDCCL.	Dealer
77	Manpower required for operation of all equipments installed at retail outlet	Dealer
78	Calibration of dispensers (Mass Flow meters), other Mass Flow meters and Turbine meters or any other Flow meters installed at the Retail outlets as per schedule	NEGDCCL
79	Testing of all PSVs, Pressure gauge, temperature gauge, Pressure transmitters, Temperature transmitters and other instruments as per schedule	NEGDCCL
80	Setting of Pressure reducers and other equipments/ instruments as per schedule and as and when required	NEGDCCL
81	Supplying Dispensing hoses, 2way/ 3-way valves, Knobs of valves and all the spares required	NEGDCCL
82	Replacing Dispensing hoses, 2way/ 3-way valves, Knobs of valves and all the spares required	NEGDCCL
83	Supply of all types of O- rings/gaskets for equipments/ instruments	NEGDCCL
84	Replacing all types of O- rings/gaskets for equipments/ instruments	NEGDCCL
85	Supplying O-rings for NZS nozzles	NEGDCCL
86	Replacing O-rings for NZS nozzles	Dealer
87	Manpower required for dispensing of CNG to vehicles	Dealer
88	Testing of cascade cylinders as per SMPV rule of CCoE	NEGDCCL

89	Communication of date and time period to dealer for preventive and other maintenance of equipments to be taken up	NEGDCL
90	Display the information about shutdown of the station and barricading the area at the station	Dealer
91	Daily Morning Pre-start checkups and cleaning of equipments by Technician engaged by Dealer	Dealer
92	Markene cloth/ Cotton waste/ or any other cleaning materials required for cleaning of the equipments daily in the morning before starting	Dealer
	E. Activities related to Civil Construction	
93	Preparation of the design of Sales room, fore court, drive way, canopy, foundation for all equipments	NEGDCL
94	Marking of locations of foundations of Compressors, Dispensers, Storage cascades, all electrical equipment's, etc. as required under guidance from NEGDCL	Dealer
95	Marking of locations of mobile cascade filling points and any other equipments/instruments, etc. as required under guidance from NEGDCL	Dealer
96	Supply and transportation of all materials for civil construction	Dealer
97	Construction of building consisting of Sales room, Electrical room, Customer care, Wash room, Technician's room, etc. as per design and drawing provided by NEGDCL	Dealer
98	Construction of facilities for convenient store, ATM, Kit installation facility, etc., if agreed by NEGDCL, as per design and drawing provided by NEGDCL	Dealer
99	Construction of fore court and drive way as per design and drawing provided by NEGDCL	Dealer
100	Construction of foundations of all equipments (Compressors, dispensers, cascades, electrical equipments as required) as per design and drawing provided by NEGDCL	Dealer
101	Construction of canopy as per design and drawing provided by NEGDCL	Dealer
102	Construction of Boundary wall as per design and drawing provided by NEGDCL	Dealer
103	Construction of trenches for SS tubes as per design and drawing provided by NEGDCL	Dealer
104	Construction of trench covers as per design and drawing provided by NEGDCL	Dealer
105	Excavation /Construction of all Earth pits for earthing of all equipments.	NEGDCL
106	Restoring of all earth pits	NEGDCL
107	Supply of all earthing materials such as earthing strips, GI rods, bolts, nuts, lids, and all other materials required for earthing	NEGDCL
108	Installation of earthing for all equipments	NEGDCL
109	Manpower for installation of earthing for all equipments	NEGDCL
110	Supply of earthing materials and installation of earthing for light poles, light Distribution board, etc.	Dealer
111	Fabrication and installation of Signage and pylon(totem) as per design and drawing provided by NEGDCL	Dealer

112	Installation of sign boards, hoardings as required	Dealer
113	Arrangement of Site completion certificate	Dealer
	F. Activities related to Equipments – Supply and installation	
114	Supply of Equipments: Compressor packages, Dispensers (Bus and Car), Cascades, Air Compressors, Electrical equipments, DEG/ GEG, etc. as applicable	NEGDCL
115	Transportation of all equipments to the site	NEGDCL
116	Arrangement of cranes at site	NEGDCL
117	Payment of crane charges for unloading of equipments	NEGDCL
118	Unloading of all equipments from the truck/ trailer/ transporting vehicles at site	NEGDCL
119	Positioning of all the equipments at their respective foundations	NEGDCL
120	Levelling, Anchoring, Grouting, Reconditioning, checking of the instruments /panels, alignment and all other pre- commissioning activities	NEGDCL
121	Anchor bolts, levelling plates, shims, etc	NEGDCL
122	All materials required for Grouting, revisioning, Pre- commissioning activities and Commissioning of the equipments	NEGDCL
123	Commissioning of equipments	NEGDCL
124	Site testing of equipments as per tender for purchase of equipments	NEGDCL
125	Supply, transportation and construction / laying of SS tubes	NEGDCL
126	Supply, transportation and installation of Metering skid	NEGDCL
127	Supply, transportation and installation of electrical equipments - CVR/ AVR as applicable	NEGDCL
128	Supply and installation of DEG/ GEG for Backup power	Dealer
129	Supply and installation of Borewell	Dealer
130	Supply and installation of water tanks of minimum 1000 L capacity along with water pipes to toilets	Dealer
131	Installation of pipe connection from water tanks to Fire water header	Dealer
	G. Safety requirements at CNG stations	
132	Providing all Safety equipments, DCP fire extinguishers, CO2 Fire extinguishers, Sand buckets as required	NEGDCL
133	Supply and Fabrication of stand for sand buckets	NEGDCL
134	Tackling of emergency and fire fighting	Dealer
135	Reporting of Fire / incident as per Factory rule.	Dealer
136	Refilling of fire extinguishers- DCP, CO2 extinguishers etc.	NEGDCL
137	Safety slogans, procedures, guidelines, boards, Safety signs, etc.	Dealer
138	Comply all safety guidelines, standards, procedures as per instruction of NEGDCL	Dealer
139	Preparing Emergency management plan	Dealer
140	Checking of safety plate installed on the vehicles	Dealer
141	Providing safety plate to each vehicle getting converted to CNG	Dealer

142	Calling / Informing Fire services as per emergency action plan	Dealer
143	Safety checks, Safety Audit, Technical Audits as per procedure and frequency decided by NEGDCL	NEGDCL
	H. Manpower's	
144	All Drive way salesman (DSMs) for dispensing of CNG in the vehicles as required.	Dealer
145	Technicians, Managers, Cashiers, guards (Security personnel) as per requirement.	Dealer
146	Uniform to the Manpower- DSMs, Technicians, Guards etc.	Dealer
147	Wages/ salaries to the all manpowers	Dealer
148	Daily Supervision of the manpowers engaged by dealer	Dealer
149	All statutory compliance with respect to labour laws	Dealer
150	Disputes/ issues with respect to manpowers/ workmen engaged at site	Dealer
151	Training to manpowers engaged at the Retail outlet	NEGDCL
	I. Electrical System	
152	Supply and installation of UPS along with Batteries as required	Dealer
153	All glands, sockets, JB, lids, Cables, etc. from main to UPS, as applicable and required	Dealer
154	All glands, sockets, JB, lids, Cable, etc. from UPS to the equipments, as applicable and required	Dealer
155	Repair/ maintenance and replacement of UPS	Dealer
156	All expenditures with respect to UPS	Dealer
157	Replacement of UPS whenever required	Dealer
158	Supply and installation of Chargers, if applicable and required.	Dealer
159	All Cables, glands, sockets etc. and other materials as applicable and required for battery / UPS charger	Dealer
160	In coming Power cable from transformer/ state power line to Change over switch gear in coming power panel	Dealer
161	Change over switch gear in coming power panel	Dealer
162	All cables from Changeover switch gear in coming power panel for power for the equipments	Dealer
163	Energy Sub meter for equipments	Dealer
164	Energy Sub meter for station lightings	Dealer
165	Distribution Board, junction box, electrical panels, Bus, cable glands, sockets, lids, cables, connection to AVR/ CVR as required for the equipments	NEGDCL
166	Conduit for the electrical cables for equipments	NEGDCL
167	All cables/ wires for lighting in the building, canopy, electrical poles in the premises	Dealer
168	All electric poles, glands, sockets, lids, etc as required for lighting in the premises	Dealer
169	Conduit for cables for lighting in the canopy and in the premises	Dealer
170	Distribution Board, gland, socket and other electrical materials required for lighting in the building, canopy and premises	Dealer

171	Wiring in the building for lighting	Dealer
172	Flame proof fixtures including bulbs for lighting in premises wherever required	Dealer
173	Normal fixtures including bulbs for lighting in building, canopy and other safe locations within the premises	Dealer
174	Timely payment of Electricity bill to Electricity Board / Distribution Company	Dealer
175	Reimbursement of Electricity bill for power consumption in the equipments to Dealer	NEGDCL
176	Payments of Electricity bill for power consumption in the lighting in the building, canopy, premises, hoardings, display board, signages, etc.	Dealer
177	Submission of application for electrical connection/ enhancement of load	Dealer
178	Payment of all charges to state electricity Board for taking electrical connection for required electrical load/ enhancement of load	Dealer
	J. Other Facilities	
179	Utility facilities like water cooler, drinking water, toilet soaps, etc	Dealer
180	Facilities for Tyre air filling of vehicles	Dealer
181	Facilities for emission pollution checking of vehicles	
182	Security arrangement like CC Camera, hooter, guard if needed	Dealer
183	Vehicle wind screen cleaning	Dealer
	K. Sale of CNG	
184	Collection of the Retail price of CNG sold from the customers on behalf of NEGDCL	Dealer
185	Revision of retail selling price of CNG to be applicable at the Retail outlet	NEGDCL
186	Communication of Revised Retail price of CNG to dealer for applying the same at Retail outlet	NEGDCL
187	Applying revised CNG Retail price of CNG from 12.00 at midnight from the date of communication by NEGDCL	Dealer
188	Reconciliation of sale amounts received from customers and ensuring safe custody of the amount	Dealer
189	Depositing collected amount for CNG sale in the NEGDCL Account in the Bank on daily basis	Dealer
190	Issuing bill to customers in the name of NEGDCL	Dealer
191	Printing of adequate no. of Bill Book	Dealer
192	Providing format of bill books to Dealer as and when required	NEGDCL

For NEGDCL

For Dealer

Authorized Signatory:

Authorized Signatory:

Name:

Name:

Designation:

Designation: N/A



A Joint Venture of Assam Gas Company Limited
& OIL India Limited