



GREEN GAS LIMITED
A Joint Venture Company of GAIL (India) Ltd. and Indian Oil Corporation Ltd.

NIT Ref. No: GGL/AGRA/LAND LEASE/2021-22/001 dated: 26.08.2021

NOTICE INVITING OFFERS FOR HIRING OF COMMERCIAL LAND ON LEASE FOR WAREHOUSE AT AGRA GA

Green Gas Ltd. (GGL), a city gas distribution company, is authorized by Petroleum and Natural Gas Regulatory Board (PNGRB) of India for Geographical Area of Agra, Lucknow, Unnao (except areas already authorized) and Ayodhya & Sultanpur Districts.

GGL is willing to hire land for warehouse hence, inviting offers (Applications) from interested parties (Applicants) holding valid and clear marketable title of land in possession for transfer of plot of the land by way of Lease (for 5 years duration) to Green Gas Limited for use as warehouse at following location:

Sr. No.	State/ Geographical Area (GA)	Location	Size of Plot
1.	Uttar Pradesh/ AGRA GA	<p>a) The offered land shall be near Rohta Nahar link Road from Rohta Crossing on Gwalior Road to Digner Crossing on Shamsabad Road and from Digner Crossing to Ekta Chowki along Shamsabad Road.</p> <p style="text-align: center;">Or</p> <p>within the perimeter of the following boundary and up-to approx. 1 km outside from this boundary (within GGL Agra GA limit – map enclosed):</p> <p>From Bodla Road T point at Patholi on Fatehpur Sikri then Along NH 21 (outer ring road) from Patholi Nahar Crossing to Malpura Crossing to Rohta Crossing at Gwalior Road, to Kishore Bros CNG station at Sewla Jatt to Rohta Crossing to Signecha Village along Gwalior Road, From Signecha Village to Midhakur on Fatehpur Sikri Road via Lalau and back to Patholi Nahar Crossing along Fatehpur Sikri Road.</p> <p>b) The offered land in compliance to above shall be at approx. 5 kms. distance from any expressway / highway / main road.</p> <p>c) Width of the connecting road from offered land to expressway / highway / main road shall be minimum 6 meters.</p> <p>d) Offered land shall not be adjacent to any explosive or fire hazard facility.</p>	Approx. 5000 Sq. Mtr. (approx. 4000 sq. meter open & approx. 1000 sq. meter covered)

- i. Availability of suitable sites for use as warehouse at the advertised locations is the essence of the project. Accordingly, land owners who are in possession of required size of plot of land and are willing to transfer the plot of the land by way of Lease (for 5 years duration) to Green Gas Limited may submit application form and rate quotation in sealed envelope as per the format available on our website, www.gglonline.net and as detailed in **Clause-19**, below.
- ii. Offered land shall be evaluated as regards to technical/commercial suitability of the land/location and the lease rent acceptability to GGL. However, decision for evaluation of these sites shall be at the sole discretion of GGL.

The followings shall be noted:



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1. The bidder should ensure that the land offered meets the requirements of NHAI in case of land on National Highway.
2. The bidder shall arrange for all statutory clearances such as Urban Land Ceiling, Non-Agricultural conversion, Income Tax clearance, etc.
3. The plot should preferably be rectangular/square in shape.
4. Land should be levelled at road level, in one contiguous lot. If not bidder shall get the same done once selected for award.
5. The plot should be free from overhead power transmission or telephone lines / product or water pipeline / canals / drainage / nallahs / public road / Railway line etc.
6. The plot should be free of all encumbrances / encroachments / religious structures, etc.
7. A land owner may authorise an individual on a stamp paper of ₹100/- duly notarized, for offering his/her land to GGL against this notice inviting offers. GGL shall deal only with one individual having the authority. **Copy of required authority from land owner should be enclosed with offer.**
8. If the entire parcel of land required does not belong to one owner then the group of owners who have plots contiguous to each other and meeting our requirement can quote through any one land owner / individual having notarized authority (on a stamp paper of ₹100/-) from all land owners for offering their lands to GGL against this notice inviting offers. GGL shall deal only with one land owner / individual having the authority. **Copy of required authority from each owner should be enclosed with offer.**
9. Those offering Agricultural land shall convert the same to Non-Agricultural, more particularly commercial conversion for use as warehouse purpose at their own expenses and cost before entering into the lease agreement.
10. District authorities and other Government bodies can also apply against this advertisement. Preference will be given to Govt. / Govt. controlled Agencies/Cooperative Bodies in overall selection process.
11. **Brokers / Property Dealers need not apply.**
12. Stamp Duty as applicable and other applicable Govt. duties/taxes, if any pertaining to transfer of plot of the land by way of Lease shall be borne by GGL.
13. All statutory taxes, duties, property tax etc., liable to be paid shall be borne by the owner in case plot of land is transferred to GGL on lease except GST, if applicable which shall be paid by GGL based on documentary evidence. In the rate quotation, applicants should quote basic rent exclusive of applicable GST, if any on rent.
14. The selected candidate shall be required to complete following activities at his own liability and cost within a period of 2 months from the date of LOA:



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- (i) If the land offered is Agricultural land, selected candidate shall have to get the same converted to Non-Agricultural, more particularly to commercial for use as warehouse for City Gas Distribution project of GGL.
 - (ii) The selected candidate shall also arrange other statutory clearances such as Urban Land Ceiling, Income Tax clearance, etc. as required.
 - (iii) Shift out Telephone / Electrical lines and clear other structure if any on the land offered and ensure appropriate lighting in the complete offered area.
 - (iv) Development / levelling of offered land up to the road level by cutting / filling (as applicable) with good earth/soil, layer-wise compacted as per standard engineering practices to the satisfaction of the GGL.
 - (v) Transfer the land / get the land transferred to GGL through lease on completion of above-mentioned activities and handover possession of clear site to GGL for use as warehouse.
 - (vi) Plot area shall have the boundary wall on all 4 sides having minimum height of 7 feet plus 1 feet barred wire fencing (above on 7 feet boundary wall). Boundary walls shall be properly plastered and painted. The construction shall be as per standard engineering practices to the satisfaction of the GGL
 - (vii) Shall have entrance gate of minimum width of 7 meter with locking facility. Entrance gate shall be properly oil painted as per the directions of the OIC/EIC.
 - (viii) Shall have proper electric wiring in complete open and covered rooms / area.
 - (ix) Shall have drinking water facility and shall have 1 submersible pump installed.
 - (x) Shall have one toilet.
 - (xi) Shall have proper system so that there is no water accumulation in the stores area.
 - (xii) Shall have covered rooms/area of 1000 sq. meter having wall height (all 4 walls) of 12 feet or more with proper plastered, painted, cemented flooring and locking facility. The construction shall be as per standard engineering practices to the satisfaction of the GGL
 - (xiii) Maintenance (civil, mechanical, electrical etc.) of all above facilities shall be bidder's scope.
 - (xiv) Bidder shall be required to get the complete facility painted once in 2 year duration.
 - (xv) No high tension wire should pass over or near the offered plot area.
 - (xvi) The scope of work listed herein is only indicative, it shall not relieve the bidder from performing any activity required to complete the job as per the instructions of EIC
- 15.** Interested applicants may submit their offer as per the application form and rate quotation format which can be downloaded from GGL website www.gglonline.in.



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16. A non-refundable Application Fee of ₹ 3540.00 including GST (₹ 3000.00 + 18% GST) (Three thousand and five hundred forty rupees only) in the form of DD / Pay Order in favour of 'Green Gas Limited' payable at Lucknow should be submitted along with application form.
17. Application form filled in all respects, along with required documents & DD/Pay Order and the rate quotation in sealed envelope as detailed in **Clause-19**, below should reach GGL office on or before 3:00 pm (1500 hrs) on 11.09.2021 at following address:
- Assistant Manager (HR-C&P)**
M/s Green Gas Limited,
2nd Floor, Jeevan Prakash Building,
Sanjay Place, Agra - 282002
E-mail ID : yusratanveer@gglonline.net
Ph: 0562-2850318/4061634
- The sealed envelop should be put in drop box kept at above mentioned GGL office by hand or may be sent by speed post only. However, GGL takes no responsibility for delay, loss or non-receipt of documents send by post. Received quotations are merely offers and do not bind GGL in any manner.
18. Applications received after the cut-off date & time and those with incomplete application form in any respect or without accompanying DD/Pay Order or the documents stipulated in **Clause-27**, below are liable to be rejected and no correspondence/communication will be entertained by GGL in such cases whatsoever.
19. The application form and the rate quotation are to be submitted in sealed envelopes as below:
- (i) The application form, in the prescribed format along with DD/Pay Order and the documents mentioned in **Clause-27**, below should be put in an envelop and sealed duly superscribed as "Application Form".
- (ii) The rate quotation, in the prescribed format should be put in another separate envelop and sealed duly superscribed as "Rate Quotation".
- (iii) Both the envelopes should be put together in another single envelop and sealed duly superscribed as "Offer for warehouse at Agra GA".
20. Applicants will have to provide additional documents related to the land over and above those listed below in **Clause-27**, if required and asked for by Green Gas Ltd. during evaluation of offer or for finalising the transfer of plot to Green Gas Ltd. through lease. Inability to provide any such document may lead to rejection of offer.
21. The offer submitted should be valid for a period of 150 days from the due date or such extended period as may be mutually accepted.
22. GGL will not be responsible for any cost or expenses incurred by the Applicant in connection with preparation or delivery of Application.



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23. This Notice inviting Offer neither confirms the right nor an expectation on any party to participate in the proposed Notice inviting Offer. GGL reserves the right to accept or reject, any or all Applications received at its absolute discretion without assigning any reason whatsoever.
24. GGL reserves the right to discontinue the process at any point of time without assigning any reasons. Further, GGL has the sole discretion to qualify or accept the Application and reject the proposal without assigning any reason whatsoever.
25. GGL reserves the right to cancel/withdraw/amend this advertisement or extend the due date at its sole discretion without assigning any reason or issuing any notice (the communication in this regard shall be made only on our website) and no claims of whatsoever nature on behalf of the applicant shall be entertained.
26. Any further revision, clarification, addendum, corrigendum, time extension, results, etc. to the above will be hosted at our website only
27. Documents to be submitted along with application form:
- i) Copy of ID Card like Aadhaar, Pan, etc.
 - ii) Certified copy of '7 / 12' Extracts or its equivalent viz. Khatoni, Jamabandi, Khasra, Girdawari, etc. and the Title Deed viz. Sale Deed, etc. showing the ownership of the land.
 - iii) Copy of Ferfar/Mutation Record/Entry.
 - iv) Key plan showing details of the property situation of the plot.
 - v) Area offered for lease along with dimensions of the plot.
 - vi) In case of Power of Attorney / Authorization holder, copy of the Registered Power of Attorney / original Notarized Authority.
 - vii) Declaration that all conditions of the enquiry letter are acceptable to bidder without any deviations
 - viii) Sign and stamped copy of complete enquiry document and its annexure(s) with SOR dually written "Quoted" or "NOT Quoted" as the case may be
28. Terms of Payment:
- The payment terms shall be as per below:-
- i) Advance monthly payment shall be released by GGL every month.
 - ii) Payment for open area shall be made based on unit rate quoted and actual area provided.
 - iii) Payment for covered area shall be made based on unit rate quoted and actual area provided subject to maximum covered area limit of 1000 sq. meter.



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- iv) Electricity & water charges shall be reimbursed to the bidder as per actual after submission of bill & deposit receipt.
 - v) Bidder shall be required to submit the invoice against each month rent claim.
- 29.** Contract / Agreement Period:
- i) The duration of contract shall be 5 years from the date of handover of stores to GGL.
- 30.** Jurisdiction Clause:
- i) Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or related to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Lucknow Court and only the said Court shall have jurisdiction to entertain and try any such action and / or proceedings to the exclusion of all other courts.
- 31.** Termination Clause:
- i) GGL reserves the right to terminate the contract, without assigning any reason whatsoever with 1 month prior notice to the contractor.
 - ii) GGL may even terminate the contract by serving the notice period, to rectify the job/complete the job intimated by EIC/GGL within the given notice period, if the performance of contractor is not up-to the level of satisfaction of EIC and contract conditions are not adhered.
- 32.** Penalty:
- a) If painting is not done as and when directed by GGL / OIC once in a 2 years duration, GGL shall get the same done of the risk and cost of bidder and shall adjust the actual cost of painting incurred by GGL from the payment due to bidder and shall also deduct additional 20% of the actual cost of painting as penalty.
 - b) If any maintenance work directed by GGL / OIC is not done within 15 days or within the duration as provided by GGL / OIC, GGL shall get the same done of the risk and cost of bidder and shall adjust the actual cost of incurred in maintenance activity by GGL from the payment due to bidder and shall also deduct additional 20% of the actual cost of maintenance activity as penalty.
- 33. CONTRACTOR TO INDEMNIFY THE OWNER**
- 33.1** The contractor shall indemnify the Owner and every member, officer and employee of the Owner, also Engineer-In-Charge and his staff against all action, proceedings, claims, demands, costs and expenses whatsoever arising out of all action, proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under



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the contract. The Owner shall not be liable for or in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep the Owner indemnified against all such damages and compensations and against all claims, proceedings, claims, demands, costs and expenses whatsoever in respect thereof or in relation thereof.

- 33.2 If any action is brought before a Court, Tribunal or any other Authority against the Owner or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB-CONTRACTOR's, or in connection with any claim based on lawful demands of SUBCONTRACTOR's workmen, Contractors or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.
- 33.3 If Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without the consent or authority or in law or otherwise to the contrary

34. FORCE MAJEURE

- 34.1 For purposes of this clause, 'Force Majeure' means an event beyond the control of the Supplier or Owner and not involving the Supplier's fault or negligence and not foreseeable, all having impact on the performance of the respective obligations as detailed hereinafter. Such events may include, but are not restricted to:
- i. War, whether declared or not, civil war, unrest and revolution, piracy, terrorism, sabotage;
 - a. Natural disasters such as tornadoes, earthquakes, tidal waves, floods, destruction by lightning, etc.
 - b. Explosions, fires, destruction of machinery, plant and installations of any nature
 - c. Arbitrary action, if any of the Government of India or a relevant State;
 - d. Refusal by government authority of Government of India to grant the necessary permits needed to carry out the Agreement provided such refusal is not the result of the doing of the parties.
 - e. Boycotts, strikes and lock-outs of any nature, disruptive, occupation of plant and premises, work stoppages occurring at the premises of the party requesting to be relieved of its liability, so long such cause is not effected by such party's controlled administration or employees.
- 34.2 Should any one or more of the events referred to in this clause occur, affecting the performance of the obligations of either of the parties, under the Agreement, such party shall notify to the other party the existence of a cause for force majeure as



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soon as it has knowledge of such event but not later than fifteen (15) Days from such date the event has arisen. The notification shall contain the details regarding the nature, starting date, presumed end date, as well as the estimated effects of the case of force majeure or other cause of force majeure on the obligations of the party which has incurred the event.

34.3 As soon as the cause for exoneration has ended, the party, the performance of which has been affected shall notify, in writing, to the other party the precise date of the end of the cause of force majeure and the extent, with justification, to which it has actually been affected in the performance of its obligations. It adds to this statement the necessary certificates issued by an authorized entity.

34.4 Any case of force majeure suspends the carrying out of the obligations affected. However, the party which claims force majeure shall show every diligence towards reducing as much as feasible the effects thereof. It is exonerated only for the minimum period, which may (in no event exceed the period of existence of the force majeure itself) have actually occurred as a result of the force majeure.

34.5 The parties may request that the Agreement be deemed cancelled if it's carrying out has become totally impossible

35. SETTLEMENT OF DISPUTES

35.1 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this CONTRACT, or otherwise arising out of this CONTRACT, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.

35.2 In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to Sole Arbitrator in accordance with the provisions of The Arbitration and Conciliation Act, 1996, or any other statutory modification/ amendment thereof.

35.3 GREEN GAS LIMITED will nominate three independent persons who can be the Sole Arbitrator and intimate the same to Vendor. The Vendor needs to choose one person from the said nominees as Sole Arbitrator. If Vendor fails to choose the arbitrator within thirty days from receipt of a nomination by GREEN GAS LIMITED, GREEN GAS LIMITED will have right to choose the Sole Arbitrator.

35.4 The arbitration proceedings shall be held in Lucknow and shall be conducted in the English language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.



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35.5 It is hereby clarified that the Courts at Lucknow alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Contract.

36. LIMITATION OF LIABILITY

36.1 Except in cases of willful negligence or willful misconduct, and in the case of infringement, the Supplier shall not be liable to the Owner, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits provided that this exclusion shall not apply to any obligation of the Supplier to pay Price Reduction to the Owner and the aggregate liability of the Supplier to the Owner, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

37. STATUTORY VARIATION

37.1 Any statutory variation in GST within the contractual delivery period of lot/work shall be in Owner's account subject to the documentary evidence to be furnished by the supplier/contractor. Any benefit due to decrease in the taxes and duties shall be pass on to the owner. Any variation in taxes and duties after contractual delivery period shall be in Suppliers/contractors account.

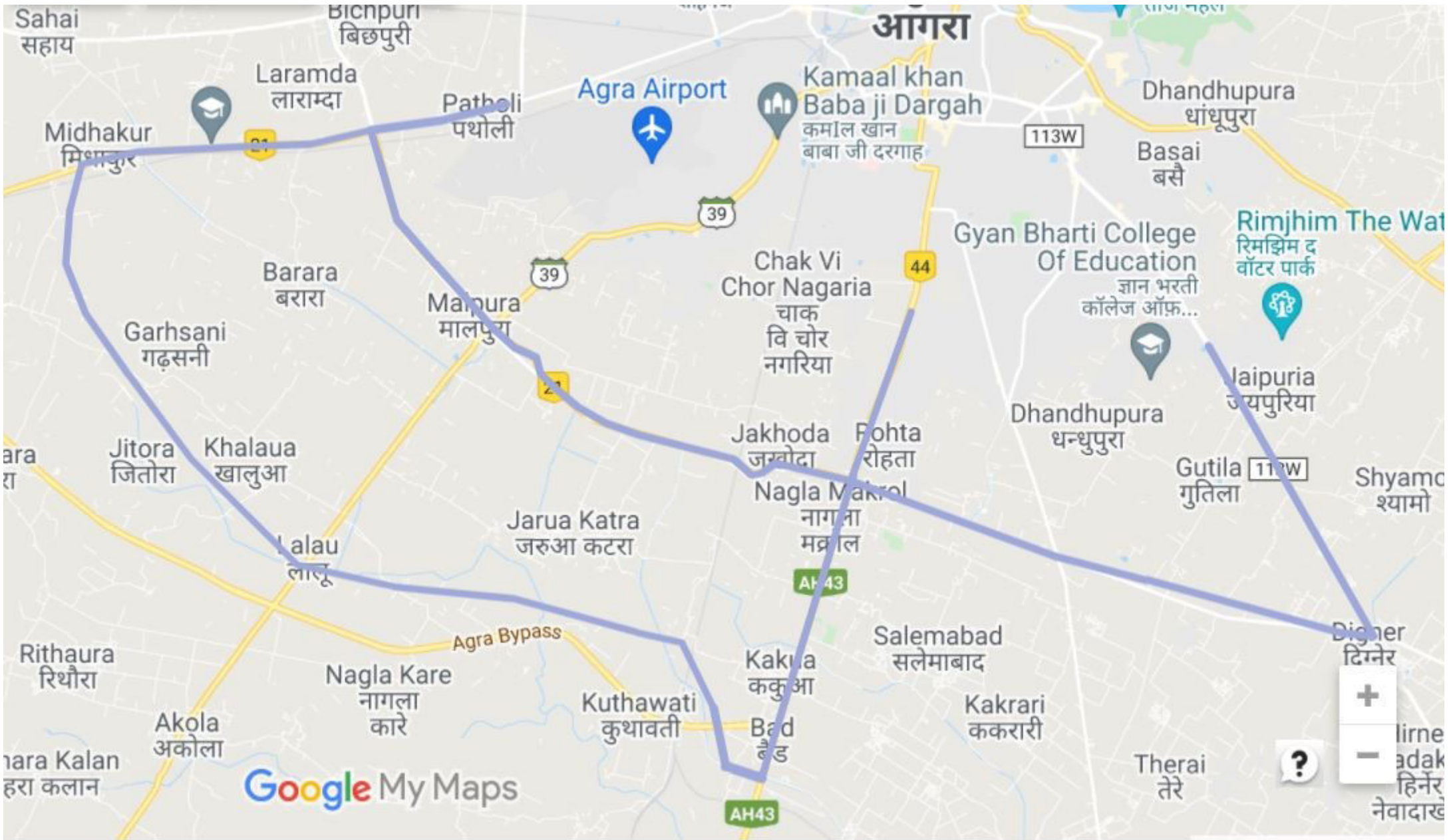
38. SUSPENSION OF WORKS

38.1 Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR

38.2 In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.

39. DEDUCTIONS FROM THE CONTRACT PRICE

39.1 All costs, damages or expenses which OWNER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.



LOCATION MAP