

SAMPLE MoU to be signed between CSC VLE and Distributor

- VLE should not pay any security amount to distributor or any other person.
- Only Rs 1000 Security amount to be paid to CSC SPV through Digital Seva Portal.
- VLE must submit the copy of signed MoU to CSC SPV.
- For more details read General Guidelines and SoP given on the portal.

AGREEMENT TO BE SIGNED ALONG WITH STAMP PAPER OF RS 100

Memorandum of Understanding (MoU) between OMC LPG distributor and CSC Village Level Entrepreneur (VLE)

This **Memorandum of Understanding (“MOU”)** entered into on the 25th day of the month of September in the Year 2018 (“Effective Date”).

BETWEEN

(BPC/HPC/IOC) LPG distributor M/S _____ (hereinafter referred to as “Distributor”),
_____ (address of distributorship) _____ (which expression shall, where the context so admits, be deemed to include its successors, executors and administrators) of the **ONE PART**.

AND

Village Level Entrepreneur (VLE), enrolled under CSC Scheme and maintained by CSC e-Governance Services India Limited, operating CSC at village....., under block....., districtofstate, (which expression shall, where the context so admits, be deemed to include its successors, executors and administrators) of the **OTHER PART**.

This is sub-MOU between the above parties, as per clause no 1.1 (e) of the main MOU signed between OMCs & CSC SPV dated Therefore, it would remain in force till the validity of the main MOU dated.....

Further, if the POS / VLE is terminated as per clause 1.1 (d) of the main MOU, by the OMC for any established irregularity, this sub-MOU will become Null & Void automatically from the date of termination of POS / VLE.

Distributor and POS /VLE shall hereinafter be collectively referred to as “Parties” and individually as “Party”.

The distributors will extend the following services to its registered LPG customers through its POS / VLEs;

- Booking of new LPG connection (under Ujjwala & General categories)
- Booking of LPG refills (14.2 Kg cylinders)
- Supply & distribution of LPG cylinders (storage up to 100 Kgs) through POS / VLE

The following will be the functional / operational modalities between the OMC LPG Distributor and POS /VLE under this Sub-MOU:

1. POS / VLE will make provision of “Cylinder Storage Cage”, as per the design approved by PESO, for the safe and secure storage of LPG cylinders (up to max. 100 Kg LPG) for the refill delivery / selling to the registered customers of the LPG distributor.
2. The LPG storage will be limited to 100kg LPG in cylinders at VLE premises at any point of time.
3. The initial, say seven 14.2 kg cylinders will be placed by the distributor at the mapped POS / VLE premises. The cylinder inventory at the VLE will be accounted as the physical inventory available in the main go-down of the distributor.
4. For ensuring 100% customer services to LPG customers, the Pre-delivery check equipment viz. Cylinder weighing scale, LPG O-ring and valve leak detectors will be provided by the LPG distributor, on returnable basis, to POS / VLE as per requirement (to be assessed locally).
5. The VLE and his / her staff will be trained by the LPG distributor for the customer services, as mentioned in point 4 above.
6. As mentioned in main MOU, the payment settlement for the services, given by POS / VLE to LPG customers, will be as per following criteria:

S. No	Service	Type	Charges	Mode of Payment
1.	Booking of new gas connection (under Ujjwala& General categories)	Per transaction (with clear KYC under PMUY)	● To be paid by CSC SPV as per VLE and CSC SPV registration guidelines.	

S. No	Service	Type	Charges	Mode of Payment
2.	Refilling booking by LPG customers	Per transaction		
3.	Distribution of Gas Cylinders through POS / VLE if, the cylinders are to be delivered by distributor at POS / VLE premises	Per cylinder	Rs10each	<ul style="list-style-type: none"> • To be paid by distributors to CSC VLE on delivery of cylinders at CSCs.
4.	Distribution of Gas Cylinders through CSCs If, cylinders are to be uplifted by POS / VLE thru its own vehicle, from the LPG go-down of the distributor	Per cylinder	Rs. 19.50 each	<ul style="list-style-type: none"> • To be paid by distributors to CSC VLE on delivery of cylinders at CSCs

Note: The one-time cost of making caged storage (as approved by PESO), for storing 100 Kg LPG in cylinders at POS / VLE, would be borne by CSC.

OMCs to ensure the requisite support from distributors in smooth implementation.

7. If any irregularity is established against the POS / VLE, then respective OMC will take punitive action against the CSC, as per terms and reference mentioned in the main MOU, including monetary penalty or the termination of POS / VLE operation. However, no punitive action would be admissible against the OMC LPG distributor in such cases unless the direct involvement of the LPG distributor is established in any irregularities during course of investigation by inspecting authority.
8. Both parties can report their issues/grievances to below SPOCs from CSC SPV and OMCs respectively;

S No	Agency Name	SPOC	Address
1	IOCL	State Representative	
2	BPCL	State Representative	
3	HPCL	State Representative	
4	CSC SPV	State Head	

9. In case any irregularity (as defined in Marketing Discipline Guidelines which are applicable to OMC LPG distributors currently) is established at any POS / VLE while giving services to LPG customers, the respective OMC would be free to take punitive action,

including outright termination of that particular POS / VLE, along-with recovery of monetary penalty (if any) from CSC.

10. VLEs will deposit refundable interest free security money in the form of security deposit of Rs 1000 payable to **CSC SPV** through digital Seva portal .
11. CSC SPV will raise claim against loss or damage to any equipment to CSC, if any, which will be paid within 15 days from the date of claim. Failing do so, CSC SPV shall recover the same from the security deposit along-with simple interest prevailing at that point of time.
12. The certified copy of the agreement should be submitted to respective **OMC and CSC SPV**.
13. In case of shortage of LPG cylinders at the premises of VLE, the same shall be made good to the LPG distributor @ Rs. 2300 per 14.2 kg cylinder within a week's time from the date of lodging of claim by the mapped distributor. In case, the VLE fails to make the payment to the distributor, the matter shall be referred to the SPOC of the State (as mentioned above in pt. 8) and the CSC will then ensure payment to the respective OMC distributor.
14. In case, the payment is not made by VLE to LPG Distributor, and matter not resolved, then OMC will take up with CSC SPV for making payment.
15. **This agreement is with mutual consent of distributor and POS / VLE. Any dispute, leading to the termination of the same, may be brought to the notice of concerned OMC and CSC-SPV for final decision in the matter.**

By the Distributor	By the POS / VLE
Signature	Signature
Witness1	Witness2