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विख्यातीचे मुर्गन ..... नुष्टांपर विकत धेणान्याचे नांव

दुसचा पक्षणतचे भाज

हस्से बाक्तीरी गांव व पत्ता

मुद्रीक विकार देशाधायी गड़ी जि.प. अंडर गऊंड, मंगळवार देव, पुणे-१ च्या कारणाताची ज्यांनी गुडांक खरेबी केला, त्यांनी त्याप कारणाताठी मुडांक छरेदी केन्यावासुम ६ महिन्यात दायरणे बंधनकारक आहे.

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Agreement

This Agreement dated 19th day of July, Two Thousand Seventeen is executed by and between

M/s Handustan Petroleum Corporation Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Petroleum House, 17 Jamshedji Tata Road, Churchgate, Mumbai 400 020 and its Pune Direct Sales Office at 3/C, Dr.

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# भारतीय गैर न्यांथिक

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Rs. 100

ONE HUNDRED RUPEES

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Ambedkar Road, Camp, Pune, 411 001, represented by Dy General Manager - I&C, Pune I&C RO (herein after called the 'Supplier" which term shall mean and include successors and permitted assigns on one part)

and

M/s Pune Mahanagar Parivahan Mahamandal Limited, Pune (PMPML) a company incorporated under the Companies Act, 1956 having its registered office at PMT

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Building, Swargate, Pune, 411037 represented by Jt Managing Director, PMPML (herein after called the 'Corporation' which term shall mean and include successors and permitted assigns) on the other part.

Hereinafter the Supplier and Corporation shall be collectively referred to as "Parties" and individually as "Party"

Whereas the Corporation issued Letter of Intent dated 05/06/2017, sanctioned by Hon. CMD for award of HSD Business including installation of fueling and other related infrastructure and supply of High Speed Diesel to all existing and new locations with PMPML depots of Corporation and consumer outlets as existing in those locations and with reference to letters from Supplier dated May 5, 2017 and May 29, 2017, as per following details:

Sr No	Terms for Provision of Fueling and other related facilities including Installation of Consumer Pump Facility and supply of HSD						
1		Installation of Underground Tanks with a coverage					
2	Automated Tank Gauging	Provision of latest Automated Tank Gauge (ATG) for the new underground storage tanks at all the depots with requisite linkages to operating system					
3	Remote Automation solutions	Automation solution through reputed manufacturers with the experience of wide range of related products and services.  Provision of interface with control stations for obtaining stock values at the end of the day.  Transfer of readings to central location with requisite storage for future review.  Print out facility for the reports.  Provision of RFID Tags for individual buses.					
4	Payment term	Advance payment through RTGS along with indent.					
5	Supply Locations/s Loni Terminal, Pune						
6	Action Plan for updation and augmentation of fueling facilities	Immediate replacement of HSD dispensing pumps at all the 8 operating depots within a period of 30 days.					

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		Installation of underground storage tanks of HSD with appropriate capacity of 22 KL at Kothrud/Bhekrai Nagar, Pune Station, Katraj and Swargate within a period of 3 months, wherever needed.  Installation of underground storage tanks of HSD with appropriate capacity at Hadapsar, Market Yard, Nigdi, and Bhosari within a period of 6 months, wherever needed.
7	Installation of Fueling facilities at new depots	Installation of underground storage tanks of HSD with appropriate capacity and dispensing units at Upper Indiranagar, Pashan-Sus Road, Kumbhre Park, Balewadi, N.T.Wadi (CNG Location), Pimpri (CNG Location), and Shewalwadi.
8	Other related and allied facilities	Pavered driveway near fueling points Canopy in the fueling area with adequate lighting for round the clock operation. Regular Training & Refresher programs in line with requirement for the depot staff on Quality & Quantity.
9	Infrastructure	Additional related infrastructure facilities of Office Room along with washroom along with a training room admeasuring around 500 sqft at depots being serviced by HPCL in line with the requirements of the corporation. The facilities proposed are as envisaged for one location/depot. The facilities needed for individual depot shall be mutually worked out by corporation and supplier as per the present setup and requirement.
10	Safety Equipment	Provision of safety equipment for best safety standards for Depots locations as per the Guidelines of PESO as below:  a) 2 No. DCP Fire Extinguishers b) 1 No. 4.5 kg CO2 Fire extinguishers c) 1 No 25 kg DCP Fire extinguishers in Tank farm area d) 6 No Sand buckets

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		Earth pits along with earth strips as per OISD standards along with revamping of existing facilities for Safe operation of the fueling facilities at the depots.			
11	M & R and Operation of Facilities	M&R of fueling facilities provided at the Depots by HPCL.  Periodic preventive maintenance and breakdown maintenance.			
12	Tyre Inflators	Provision of automatic tyre inflators at all depots.			
13	Testing Facilities	HSD testing kit for carrying basic quality tests :will be provided and refurbished from time to time. The training with regards to testing of HSD will also be provided to all staff.			
14	Period of Agreement	7 years from date of agreement with an option of renewal through mutual understanding for a further period of 3 years for exclusively meeting the fueling requirements of the corporation.			

#### 1. Infrastructure Facilities:

The "Infrastructure Facilities" provided by Supplier to the Depots of the Corporation are detailed under Annexure C. Supplier to provide such Infrastructure Facilities to the existing and proposed Depots of the Corporation as mentioned under Annexure A.

The facilities proposed are as envisaged for the existing and new locations/ depots/ consumer outlets, in general. The facilities as required for individual depots shall mutually be worked out by the corporation and supplier after duly considering the present set up and balance requirements, without any duplication.

## 2. Specification:

The HSD ("Product") supplied should confirm to the specifications prescribed by Government of India in the respective area of supply. However, present specification is Automotive Diesel fuel with BS-IV specification and other

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#### 3. Price:

Price charged is for the destination on door delivery basis inclusive of all duties, Transportation charges, Toll charges, Entry Tax, Sales Tax and GST (if applicable). The supply will be completed when the product is delivered at depot premises of the Corporation.

The Corporation is aware that, the prices are subject to revision as per pricing system declared by Central Government from time to time and in case of any change in price, the revised price shall be applicable from the effective date of revision. In the event of revision in price for any reason, supplier shall intimate Corporation by e-mail or other communications immediately on getting the information of such revisions.

#### 4. Discount:

A discount of INR 800 per KL (before VAT) shall be applicable for the HSD supply to the corporation during the entire period of the agreement.

#### 5. NOC and Approvals:

The Corporation will arrange for NOC from appropriate authorities and approval from Explosives Department / PESO. The explosive license should be in the name of depots of Corporation. The corporation will also arrange for requisite periodic renewals of such licenses. The supplier will provide requisite assistance for the same.

The Corporation shall abide by the provisions of the Petroleum Act, 1934 and the Explosives Act, 1884 and any statutory re-enactment or modification thereof for the time being in force and the rules and regulations framed there under as also any other laws, rules or regulations either of the Central or State Government. The Supplier will provide requisite guidance for the same.

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#### 6. Stamping of Dispensing units:

The Corporation will undertake stamping of HSD dispensing units initially at the time of installation and also renew stamping of all the dispensing units every year on or before due date at their cost by the authorities of Legal Metrology. The supplier will provide requisite assistance for the same.

#### 7. Maintenance of HSD Dispensing Pumps:

The Supplier to undertake preventive maintenance of HSD dispensing pumps and tanks at the Depots on monthly basis. The defects should be rectified at the earliest from the date and time of lodging complaint. The cost of replacement of any accessories shall be borne by Supplier including electrical system of canopy and pump unless the same is caused due to any act or negligence of the Corporation or its officers, agents, representatives. The break down report, shall be intimated by Corporation to supplier through online /e-mail/ manual /telephonically.

#### 8. Safe custody & Security of Equipment, Infrastructure:

For the Infrastructure Facilities provided by the Supplier adequate and roundthe- clock security should be provided by the Corporation.

The Corporation should facilitate periodic verification of Infrastructure Facilities by the Supplier, as and when planned. In the event of termination or expiry of this agreement, the Corporation shall arrange for transfer of infrastructure facilities to the Supplier or arrange to compensate or pay in line with the prevailing book value, post consideration of depreciation as in the records of the Supplier.

A list of Infrastructure facilities being provided by the Supplier are provided in Annexure – C

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#### 9. Quantity:

The Corporation has agreed to uplift from the Supplier its entire requirement of HSD from all their existing Depots and new depots to be commissioned during the period of agreement as per Annexure-A (Annexure A contains the list of all proposed and existing Depots). The HSD will be uplifted at an average of 35 KL to 250 KL per month per depot depending on the volume of scheduled operations of buses. The Corporation shall intimate the requirement of HSD through letter/ SMS / online on weekly basis in advance on or before last day of previous week to Supplier and submit a schedule through IMS system of Supplier giving firm quantity of HSD required during the succeeding week. The Supplier shall endeavor to supply the HSD to the Corporation as per the schedule submitted by the Depots of the Corporation.

#### 10. Supplies & Delivery:

The Supplier should supply the HSD to the depots through their company owned/ contracted trucks as for as possible. The HSD shall be supplied through tank trucks on door delivery basis as per the delivery schedule given by the respective Depots of PMPML. The delivery of HSD shall be measured in line with the guidelines as prescribed by the legal metrology of the state. The underground tank should have the facility to show the stock held in the tank electronically. The supplier should ensure delivery of accurate quantity of the HSD and should take all the measures as per standard operating practices to avoid tampering of seals/Locks and short delivery. In case if shortage is noticed while taking delivery, the same will be recorded on all copies of invoices and acknowledgement of the tank truck driver shall be obtained. However once the delivery of HSD has been taken by the respective Depot then Corporation waives off its right to make any claims in future regarding the quality or quantity of the product Supplied. The title of the Product transported by Supplier shall pass from Supplier to the Corporation upon and at the time of delivery of the product to the depots of the Corporation, the Supplier shall not in any way be held responsible for any loss or shortage thereafter, unless otherwise specifically recorded on the receipted invoice copy as aforesaid

The Supplier shall indicate the density of HSD in all their Invoices. The Corporation at the time of taking delivery shall check the density, before

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decanting the tank truck the density of the HSD will be checked and compared with the density indicated in the invoice. In case the variation is beyond tolerable limits as per norms the load will be rejected. Product once unloaded in the tanks will not qualify for the above.

The Process of testing quality & quantity before decantation and steps to be taken as given in Annexure-B in totality.

#### 11. Indemnification:

Corporation shall indemnify and save harmless Supplier, its directors, employees and agents from all losses, damages, liabilities, claims, suits, legal proceedings or actions which may arise out of or result from any loss, damage or injury to any person or property arising out of or as a result of or in consequence of any act or omission of whatsoever nature of the Corporation, its directors, employees, servants or agents, or from violation of any statutory enactment, rules or regulations or other written orders or other laws or caused by or resulting from non-observance by the Corporation of the provisions of this Agreement or otherwise howsoever, including without prejudice to the generality of the foregoing any accident or loss or damage or injury to life and/or property arising out of the storage and handling of product whether or not such act or omission or accident or loss or damage was due to any negligence, want of care or skill or any misconduct of the Corporation, his servants or agents and vice versa.

#### 12. Settlement of Accounts:

Supplier and Corporation shall settle account on the basis of mutual agreement and reconciliation of accounts shall be carried out usually on a monthly basis.

#### 13. Applicable Laws:

The Supplier and the Corporation shall perform their duties in strict compliance with all applicable laws of Central Government and State Government of Maharashtra, along with rules and regulations of the duly constituted Governmental authorities in India and shall obtain all licenses, registrations or other approvals, if any, required by laws in India in connection with this agreement.

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#### 14. Termination of Agreement /contract (Exit clause):

Either party shall have the right to terminate the agreement at any time after the lapse of 7 years of lock-in period with three months' clear advance notice in writing without assigning any reason thereof. In case of default of Corporation, the transfer of infrastructure facilities to Supplier at the prevailing book value, post consideration of depreciation shall suitably apply.

Any claim or obligation arisen prior to such termination under this Agreement shall not be affected due to exercise of any right of termination and shall be binding upon the parties.

#### 15. Force Majeure:

Neither party shall be responsible for failure or omission to fulfill, observe or carry out any of the terms provisions or conditions of this Agreement, if fulfillment is delayed, hindered or prevented by any circumstances whatsoever which are not within immediate control of the Party affected thereby and it shall not give rise to any claim by either Party hereto against the other or be deemed to be a breach of this Agreement, if the same shail be caused by or arise out of war, hostilities, riots, acts of the public enemy or of beligerents, sahotage, blockage, revolution, insurrections, requisition, confiscation, embargoes, export or import restrictions or rationing or allocation, whether imposed by law, decree or regulation or by voluntary co-operation of the industry at the instance or request of any Governmental Authority or per se purporting to act therefore; interference by or restriction of whether legal or de facto and whether purporting to act under some constitution, decree, law or otherwise act of God, fire, frost or ice, earthquake, storm, lightning, tide, tidal wave or perils of the sea, accidents of navigation or breakdown or injury of vessels, loss of tanker tonnage due to sinking by belligerents or to governmental taking, whether or not by normal requisition, accidents to or closing of harbors, docks, canals, channels or other assistance to or adjuncts to shipping or navigation, epidemic quarantine, or other labor disturbances, explosion, accidents by fire or otherwise to wells, pipes, storage facilities, chemical plants, refineries, installation, machinery, non-availability of materials or equipment or any event, matter or thing wherever occurring and whether or not of the same class or kind as those above set forth, which shall not be reasonably within the control of the Party affected thereby. In the event of

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any of the foregoing circumstances arising, Supplier shall be at liberty to withhold reduce or suspend deliveries hereunder to such extent as Supplier in its discretion may think fit.

#### 16. Exclusivity:

The Corporation agrees that the Supplier is making substantial capital investment for providing Infrastructure Facilities and fueling related facilities at Corporation's Depots as part of this agreement. The Corporation hence, hereby confirms that during the period of this agreement, it will ensure that its complete requirement of HSD is exclusively purchased from Supplier subject to regular and satisfactory supplies of HSD.

After the successful completion of agreement for 10 years, the infrastructure facilities should be handed over to Corporation without any cost.

#### 17. Special Condition:

In case of policy changes pertaining to pricing by Ministry of Petroleum Government of India, Supplier reserves its right to alter various terms and condition of the agreement including termination of agreement.

#### 18. Notice:

Any notice or other communications required to be sent under this agreement shall be sent by e-mail/registered letter/ delivered to the receiving party at the address set forth below or at such other address as the parties may from time to time designate in writing:

Dy General Manager - I&C Hindustan Petroleum Corporation Limited 3/C Dr Ambedkar Road Next to Nehru Memorial Hall, Camp Pune: 411001

Jt Managing Director, PMPML, PMT Building, Swargate, Pune 411 037

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#### 19. Arbitration Clause:

In the event of any dispute of difference or controversy between the Corporation and Supplier, dispute regarding interpretation of terms and conditions and amount due etc. the matter will be referred to the Divisional Commissioner, Pune or any other Officer appointed by him as Sole Arbitrator under the Arbitration and Conciliation Act, 1996. The arbitration will be held at PMPML Office, Pune and the decision given by the Sole Arbitrator shall be binding on both the parties. Any dispute or difference in the matter will be subject to the jurisdiction of the Civil Court, Pune.

# 20. Upkeep of infrastructure facilities installed at Corporation's Locations/ Depots:

- a) Corporation to provide clean, quality and stable uninterrupted power supply for operations of the Automation System and also for protecting all the electronic equipment's. The necessary equipment like DG Set / Inverter for the purpose is to be provided by Corporation for smooth operation.
- b) Corporation to provide suitable broadband connectivity as per requirement for viewing remote data.
- c) Corporation to ensure the safe custody of infrastructure facilities provided by Supplier at their depot premises. In case of any loss or damage, Corporation will make good such loss/ damage at the respective Corporation locations.

#### 21 Signer's Representation:

This Agreement has been duly authorized, executed and delivered to the parties and constitute a legal binding upon each of them. Each person placing his/her signatures below represents and warrants that he/she is signatory duly authorized to execute this Agreement on behalf of Corporation and Supplier as is respectively applicable.

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MAHAMANDAL LIMITED

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In witness there of the Parties to the Agreement have signed and affixed their respective seals to this and on the date, menth and year first nerein above mentioned.

For & behalf of Pune Mahanagar Parivahan Mahamandal Limited, Pune

PUNE MAHANAGAR PARIVAHAI MAHAMANDAL LIMITED

Witness

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Pune Mahanagar Panyahan Mahamandal Limited

Tulpule D.M. - Civi Eng. (25m)

Jr. Engineer (Civil) Pune Mahanagar Pariyahan Mahamandel Ltd.

> For & behalf of Hindustan Petroleum Corporation Ltd, Pune

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## Annexure-A

List of all PMPML Depots (Existing and Proposed) as advised by Corporation.

#### **Existing Depots:**

- 1 Kothrud/ Bhekrai Nagar
- 2 Hadapsar
- 3 MarketYard
- 4 Pune Station
- 5 Katraj
- 6 Swargate
- 7 Nigdi
- 8 Bhosari
- 9 N.T. Wadi (CNG depot)
- 10 Pimpri (CNG depot)

# Proposed New Depots:

- 11 Upper Indiranagar
- 12 Pashan-Sus Road
- 13 Kumbhre Park
- 14 Shewalwadi
- 15 Balewadi

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#### Annexure -B

# DELIVERED SUPPLIES - UNLOADING/DECANTING PROCEDURE:

On arrival of the product by tank truck supplied on delivered basis, the process of quality check for the products will be performed as per the procedure provided herein which is mutually agreed to by the parties.

# RECEIPT OF THE PRODUCT:

After the arrival of the Tank Lorry/Tank Truck, the Corporation should match the details of the Invoice with the receipt of product as per the following:

1 Tank Truck/Lorry Number with that mentioned in the Invoice.

Seal Number/ Lock number mentioned in the Challan-cum-Invoice with that of the Seal / Lock fixed in the Tank Truck.

Number of compartments and quantity contained therein.

Time of departure of the T/T from the supply point.

Recorded density at 15 degree centigrade mentioned in the Challancum-Invoice.

#### DECANTING OF PRODUCT:

The Corporation is required to carry out the following activities:

- Park the Tank Truck on level ground, allow 15 minutes of settling time during which all the safety operations such as earthing/bonding, placing fire extinguisher near the truck etc., to be completed.
- 2 Check the seals/locks on Delivery Manifold as well as seals/locks on top covers of each Compartment.
- 3 Release master valve levers to ensure product fills the pipelines, as the tank trucks are calibrated with pipeline in full with master valve in open condition.
- Before checking dips please refer to the calibration Chart (available with the T/T). Ask the T/T driver for the Calibration Certificate which mentions the Product Level and Proof Level markings. Also check the validity of the calibration certificate.
- Check the T/T number as mentioned in the calibration chart with that of the DIP rod, Weights & Measures markings on the DIP rod at the bottom as well as at the Proof Level. Also check the length of the DIP rod as mentioned in the calibration chart, by using a standard measuring tape or scale.

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- Open all the covers of Fill Hole, Dip Hole etc., under the manhole cover and visually check for any discrepancies in the levels.
- Take out some product through the manifold from a specific compartment in a can and pour the same through the DIP hole from the top in the same compartment. This will help in detecting any malpractice in the DIP pipe. Repeat the same procedure for all compartments.
- Using "Oil finding Paste" check the Dips of the product in all the compartments with the Dip Rod duly certified by Weights & Measures and carried with the T/T. Also check for the presence of water in each compartment by using Water Paste.
- 9 Check the Proof levels for all the compartments to ascertain that the Datum Level and DIP rod are OK.
- Product temperature of each compartment to be checked using Cup Thermometer and the average of the same to be considered for computing the Volume Loss due to temperature variation.
- Draw product samples through the Valves fitted in the Manifold from each compartment in clear Glass Container for density / temperature check.
- Check the density of product by using hydrometer and then convert the density measured at the Atmospheric Temperature to 'Density @ 15 Degree Centigrade' using ASTM Tables (Density Chart). The density found in the samples @ 15 deg. centigrade should be within +/- 3.0 Kg/Cu.M or +/ 0.003 gm/cc as compared with the density mentioned in the Challan-cum-Invoice.
- In case the density found @15 deg. centigrade is not within the above limit, then without decanting the product, contact the concerned Field Officer of HPCL for further instructions.
- If the DIP is found less in comparison the DIP mentioned in Challancum-Invoice, the Short Dip quantity should be calculated by filling to the correct level by pouring product from the top, and the quantity so filled be recorded compartment wise on the face of all the Invoice copies as follows:

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Compartment No.	Dip as per W&M Certificate	Actual Dip	Top	up	yty	in
1	<del> </del>	<del> </del>				_
2						
3						-
4						$\dashv$
TOTAL						$\dashv$

Total shortage in words:

Volume Loss due to temperature variation.

Claimable Loss (to be debited to transporter & credited to Corporation)

This should be signed both by the Corporation and T/T driver. In case of the T/T driver not signing the Invoice for Shortage Booking, then do not decant the T/T and contact the concerned Field Officer of HPCL for further advice.

- In case water is detected while checking with Water Finding Paste, open the valves in the manifold compartment-wise to drain the water from the bottom of the compartment slowly till the product comes out of the valve. Then measure the Dip and ascertain the shortages as mentioned in Point No-14.
- After decanting the product, ensure that the Tank Truck is fully emptied & all the compartments' manhole covers & manifold covers are locked with the safety locks before releasing the Tank Truck.

# HANDLING OF LOCK AND KEYS ON RECEIPT OF TRUCK AT PMPML DEPOTS

On receipt of tank truck with product at the depot, the Depot In-charge or his authorized representative shall check the proper locking status of the security locks and in case no anomaly is noticed, shall proceed to open the locks using the respective Depot key. Normally, each depot is given keys of each set of padlocks allotted to his outlet.

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- 2 Any anomaly, missing / open locks shall be immediately reported by the depot to the sales officer & the supply location, and action in line with their advice shall be taken by the manager, prior to decantation of the truck.
- 3 After tank truck is emptied, all the locks shall be put back on dome covers as well as bottom valves by the depot manager.
- 4 Depot In-charge shall ensure that under no circumstances, the Depot Keys of Security Locs pertaining to his Depot are not handled anyone except himself or his authorized representative / Manager only.
- 5 A separate Key Control register shall also be maintained for the Depot Keys clearly indicating the custody of keys at any point of time, for inspection by HPCL officials. Any loss / shortages will be recovered.

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## Annexure - C

LIST OF EQUIPEMENT, INFRASTRUCTURE & ASSETS PROVIDED BY SUPPLIER,

- 1. Underground storage Tanks along with kurb Wall, Pipe Line with unloading points etc.,
- 2. Electronic Dispensing Units along with Pump Islands, canopies and related
- 3. Office Room along with training room and Toilets
- 4. Automatic Tank Gauges for measuring the stocks in Under Ground Tanks
- 5. Remote Automation equipment including RFIDs for busses
- 6. Pavered driveway along with concrete platform at Pump Island
- 7. Safety Equipment including Fire Extinguishers, Sand Buckets etc.,
- 8. HSD Testing Kit on one-time basis
- 9. Tyre Inflators
- 10. Any other facilities, Infrastructure and Assets provided by HPCL.

The facilities proposed are as envisaged for the existing and new locations/ depots/ consumer outlets, in general. The facilities as required for individual depots shall mutually be worked out by the corporation and supplier after duly considering the present set up and balance requirements, without any duplication.

JOINT MANAGING DIRECTOR PUNE MAHANAGAR PARIVAHAN

MAHAMANDAL LIMITED