

# **Preliminary Information Memorandum**

**For Inviting Expression of Interest**

**For**

**Strategic Disinvestment of  
Bharat Petroleum Corporation Limited (BPCL)**

**By**

**Government of India  
Ministry of Finance  
Department of Investment & Public Asset Management**



सत्यमेव जयते

**Transaction Advisor**

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**7<sup>th</sup> March, 2020**

## Disclaimer and Important Notice

The Government of India (“**GoI**”) is proposing a strategic disinvestment of its entire shareholding in Bharat Petroleum Corporation Limited (“**BPCL**” or “**Company**”) comprising of 1,14,91,83,592 equity shares held through Ministry of Petroleum and Natural Gas (“**MoPNG**”), which constitutes 52.98%<sup>1</sup> of BPCL’s equity share capital (“**Stake**”) along with transfer of management control to a strategic buyer (except BPCL’s equity shareholding of 61.65% in Numaligarh Refinery Limited (“**NRL**”), and management control thereon) (“**Proposed Transaction**”). The shareholding of BPCL in NRL will be transferred to a Central Public Sector Enterprise (“**CPSE**”) operating in the Oil & Gas sector under MoPNG and accordingly is not part of the Proposed Transaction.

Deloitte Touche Tohmatsu India LLP (“**DTTILLP**” or “**TA**”) has been appointed as transaction advisor by the Department of Investment & Public Asset Management (“**DIPAM**”) for advising on the Proposed Transaction.

The sole purpose of this preliminary information memorandum (“**PIM**”) is to assist the recipient in evaluating on acquiring the Stake, and, accordingly submit an expression of interest (“**EoI**”) (as enclosed in Annexure I). This document does not comprise an offer of shares to public or an invitation to public to subscribe for shares or any investment advice. In all cases, bidders should carry out their own evaluation and analysis of BPCL and all data set forth in this PIM, and their own investigation in relation to the business of BPCL.

The information contained herein may be subject to material updating, revision and further amendments. However, DTTILLP does not undertake to update this PIM to reflect events subsequent to the date of this PIM, and thus this PIM should not be relied on without first confirming its accuracy with the Company. This PIM is not intended to form the basis for any investment decision. This PIM is being furnished by DTTILLP to parties who may be interested in acquiring the Stake in BPCL.

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<sup>1</sup> On November 20<sup>th</sup>, 2019, the Cabinet Committee on Economic Affairs (“**CCEA**”) of the GoI had given its in-principle approval for the strategic disinvestment of entire GoI holding in BPCL which was 53.29% of the share capital of BPCL as per public disclosure at that time. Subsequently, as per latest public disclosure, GoI holding in BPCL has changed to 52.98% as on 31<sup>st</sup> December 2019 on account of part of GoI’s shareholding having sold through Bharat-22 ETF. This percentage may increase to 58.43% in case certain shares of BPCL held by BPCL Trust for Investment in Shares are cancelled. However, the number of shares held, and to be sold, by the GoI in the Proposed Transaction will not change and remain firm at 1,14,91,83,592.

regulatory and taxation consequences of entering into any agreement or arrangement relating to BPCL. Interested parties should rely on their own judgment only, in assessing future business conditions and prospects of BPCL. This PIM has been made available to interested parties for information purposes only, without any regard to specific objectives, suitability, financial situations and needs of any particular person and does not constitute any recommendation, and should not be construed as an offer to sell or the solicitation of an offer to buy, purchase or subscribe to any securities, if any, mentioned therein, and neither this document nor anything contained herein shall form the basis of or be relied upon in connection with any contract or commitment whatsoever. This document does not solicit any action based on the material contained herein and is made available upon the express understanding that such bidders will use it only for the purpose set forth above. This PIM is being made available on the condition that the recipient agrees to, and will, keep confidential any written or oral information made available separately in connection with the PIM or in course of any further investigation/due diligence, if any, carried out by the recipient, and that the recipient will, upon request by DTTILLP, promptly return, without retaining any copy or part thereof, all such material (including this PIM) as may be received from DTTILLP/ DIPAM respectively.

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The details on the economy and industry do not purport to be a complete review of the industry in which BPCL carries on or proposes to carry on its business. The information set out in this PIM; including any other information made available has been extracted from published sources of information as available in terms of industry publications. No independent verification of such sources has been carried out by DTTILLP. The information contained herein generally reflects the latest available data, the same may not always relate to the most recent years and is therefore not wholly up-to-date. This PIM should therefore be read with caution. DTTILLP is not acting for the recipients of this document.

The PIM has been prepared and issued strictly in order to provide details of BPCL for the limited

purpose of submitting the EoI. DTTILLP has relied upon publicly available information provided by BPCL and DIPAM. The information has been reviewed on a selective basis from readily available secondary data sources as mentioned in the PIM. DTTILLP has by no means carried out any audit or due diligence exercise to verify either the past or current financial data pertaining to the businesses including the balance sheet or profit and loss account as provided to us. DTTILLP may mention that its scope of work for this exercise did not include technical/financial feasibility or market research. This PIM is the property of DTTILLP and issued on a strictly private and confidential basis and must not be circulated or reproduced or redistributed to any other person in whole or in part.

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## Definitions

Abbreviation	Description
Affiliate	"Affiliate" with respect to any person/entity means any other person/entity which is controlled by, controlling, or under common control with the former. "Control" and its derivatives shall have the same meaning as in the Companies Act, 2013, provided that any person/entity which owns more than 50% of the equity shares of any other person/entity shall be deemed to be in control of the latter.
Associate Company	"Associate Company" has the same meaning as is given to such term in the Companies Act, 2013 as amended.
CAGR	Compound Annual Growth Rate
BPCL or The Company	Bharat Petroleum Corporation Limited
Bn	Billion
CCI	Competition Commission of India
Cr	Crore or Crores
CEO	Chief Executive Officer
Crore	1,00,00,000 or equivalent to Ten Millions
CSB	Confirmed Selected Bidder
DIPAM	Department of Investment and Public Asset Management
DTTILLP or Deloitte	Deloitte Touche Tohmatsu India LLP
EBIT	Earnings before interest and tax
EBITDA	Earnings before interest, tax, depreciation and amortization
EoI	Expression of Interest
E&P or E and P	Exploration and Production
Fund	An AIF or a Foreign Investment Fund, as applicable
FY	Financial Year which in India is from a period of April to March
GA	Geographical Area
GoI	Government of India
Government Company	"Government Company" has the same meaning as is given to such term in the Companies Act, 2013 as amended.
Governmental Authority	"Governmental Authority" means <ul style="list-style-type: none"> <li>• the government of India or the government of any state or other political subdivision thereof in India;</li> <li>• any other governmental or quasi-governmental or statutory or regulatory authority, agency, department, board, commission or instrumentality of India or of any state or political subdivision thereof including without limitation the Foreign Investment Promotion Board and the Reserve Bank of India; and/or</li> <li>• any court, tribunal, judicial or quasi-judicial authority of competent jurisdiction in India or any arbitration tribunal (including a sole arbitrator).</li> </ul>
IP	Interested Party

<b>Abbreviation</b>	<b>Description</b>
INR	Indian Rupees
JV	Joint Venture
KBPD	Kilo Barrels Per Day
Lakhs	1,00,000 or equivalent to Hundred Thousands
Mn	Million
MMTPA	Million Metric Tonnes Per Annum
MMT	Million Metric Tonnes
MoPNG	Ministry of Petroleum and Natural Gas
OCB	Overseas Corporate Body
PAT	Profit After Tax
PBT	Profit Before Tax
P&L	Profit and Loss
PI	Participating Interest
PIM	Preliminary Information Memorandum
PPAC	Petroleum planning and analysis cell
Promoter	"Promoter" has the same meaning as is given to it in the Companies Act, 2013 and the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended
Promoter Group	'Promoter Group' has the same meaning as is given to it in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended.
RBI	Reserve Bank of India
RFP	Request for Proposal
SEBI	Securities and Exchange Board of India
TCF	Trillion Cubic Feet
TD	Transaction Documents
TMTPA	Thousand Metric Tonnes Per Annum
USD	United States Dollar
Wilful Defaulter	As defined in Master Circular on Wilful Defaulters DBR.No.CID.BC.22/20.16.003/2015-16 issued by RBI on July 1, 2015, as amended, modified, or superseded from time to time

# 1 Introduction

## 1.1 Transaction Background and Broad Terms of the Transaction

Bharat Petroleum Corporation Limited ("**BPCL**" or the "**Company**"), a Government of India ("**GoI**") owned and controlled entity, is one of the leading oil companies in India and is present across the hydrocarbon value chain. It primarily operates in oil refining and marketing of petroleum products. It is the 2<sup>nd</sup> largest oil marketing company and 3<sup>rd</sup> largest refining company in India. It is a publicly listed company and is the 6<sup>th</sup> largest among Indian Companies in the Fortune 500 list of 2019. BPCL also has interest in upstream, midstream (pipeline, terminal, tankages) and natural gas businesses.

The GoI is proposing a strategic disinvestment of its entire shareholding in BPCL comprising of 1,14,91,83,592 equity shares held through Ministry of Petroleum and Natural Gas ("**MoPNG**"), which constitutes 52.98%<sup>2</sup> of BPCL's equity share capital ("**Stake**") along with transfer of management control to a strategic buyer (except BPCL's equity shareholding of 61.65% in Numaligarh Refinery Limited ("**NRL**") and management control thereon), ("**Proposed Transaction**"). The shareholding of BPCL in NRL will be transferred to a Central Public Sector Enterprise ("**CPSE**") operating in the Oil & Gas sector under MoPNG and accordingly is not part of the Proposed Transaction.

BPCL Trust for Investment in Shares holds 20,23,72,422 equity shares of BPCL i.e. 9.33% (treasury shares) for the benefit of BPCL. It is possible that these shares may be retained, cancelled or disposed prior to the Proposed Transaction; and correspondingly the total number of outstanding shares / capital structure of BPCL may change. Notwithstanding any cancellation, the number of shares to be sold in the Proposed Transaction shall remain the same. Further details in this connection shall be provided in the RFP.

The GoI acting through the Department of Investment & Public Asset Management ("**DIPAM**") has engaged Deloitte as Transaction Advisor ("**TA**") for providing advisory services and managing the disinvestment process.

The process for the Proposed Transaction has been divided into two stages, Stage I and Stage II.

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<sup>2</sup> On November 20<sup>th</sup>, 2019, the Cabinet Committee on Economic Affairs ("**CCEA**") of the GoI had given its in-principle approval for the strategic disinvestment of entire GoI holding in BPCL which was 53.29% of the share capital of BPCL as per public disclosure at that time. Subsequently, as per latest public disclosure, GoI holding in BPCL has changed to 52.98% as on 31<sup>st</sup> December 2019 on account of part of GoI's shareholding having sold through Bharat-22 ETF. This percentage may increase to 58.43% in case certain shares of BPCL held by BPCL Trust for Investment in Shares are cancelled. However, the number of shares held, and to be sold, by the GoI in the Proposed Transaction will not change and remain firm at 1,14,91,83,592

**Stage I:** Through this invitation for EoI, the TA is providing the Interested Parties (“IP’s”) with instructions for submitting their EoIs to the TA, which would be used for pre-qualifying the IPs in accordance with Eligibility Criteria and Disqualification conditions detailed in this invitation for EoI. Only those IPs who qualify in accordance with Eligibility Criteria and Disqualification conditions shall be allowed to participate in Stage-II subject to IP executing Confidentiality Undertaking (“CU”).

**Stage II:** Based on an evaluation of the EoIs submitted, the qualified IPs will be provided with Request for Proposal (“RFP”), and providing further details of BPCL subject to the IP executing the CU as enclosed in **Annexure VII**. Thereafter, financial bids submitted by the qualified IPs as per the terms of the RFP shall be opened and evaluated as per procedure laid down by GoI.

## **1.2 Contact details for Clarification**

All enquiries relating to the Proposed Transaction (submitted on the letterhead of the IP duly signed by its authorized signatory and a scanned copy of such letter should be emailed) should be addressed to the following representative of Deloitte at the common email ID- [inprojectfuel@deloitte.com](mailto:inprojectfuel@deloitte.com)

All communication shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: PIM for Strategic Disinvestment of Bharat Petroleum Corporation Limited."

IPs should note that all correspondence, enquiries, requests for additional information and clarifications in relation to the Proposed Transaction should be routed and addressed, only to Deloitte at the above email address. Neither GoI nor the Company nor Deloitte shall be responsible in any manner, to reply to any communication directly to the IPs or to respond to any communication sent directly to them by the IPs.

All responses to queries will be provided without revealing the source of the query. Further, GoI, the Company, and Deloitte, reserve the right not to respond to queries or clarifications sought and not to provide information in addition to the information provided herein.

The PIM, or any other clarifications and common communications would be available on the following websites:

- Website of BPCL at <https://www.bharatpetroleum.in>
- Website of DIPAM at <http://dipam.gov.in>
- Website of MoPNG at <http://www.petroleum.nic.in>
- Website of the TA at <https://www2.deloitte.com/in>

The IPs are requested to check the above mentioned websites for any clarifications that may be posted by the TA. Contact details for seeking clarifications is provided below:

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**1.3 Important Dates**

**Table 1: Important dates**

Sr. No.	Activity	Timelines (weeks)	Date	Time (Indian Standard time)
1	Publication of Advertisement and Release of PIM	T	7 <sup>th</sup> Mar 2020	NA
2	Last date for submission of written queries on PIM	T + 4	4 <sup>th</sup> Apr 2020	5:00 pm
3	Last date and time ("EoI Due Date") for submission of EoIs	T + 8	2 <sup>nd</sup> May 2020	5:00 pm

The above dates may change at the discretion of GoI.

## **2 Company Overview**

### **2.1 About BPCL**

BPCL is one of the leading integrated oil company of India and is majority owned and controlled by GoI. The majority of the income of BPCL is derived from oil refining and marketing of petroleum products. In addition to refining and marketing business, BPCL also has interests in upstream, midstream (pipeline, terminal, tankages) and natural gas businesses. BPCL has highly experienced management and a skilled workforce.

It is the 2<sup>nd</sup> largest oil marketing company in India with a market share of 21% in FY 19 and 3<sup>rd</sup> largest refining company in India. It is a publicly listed company.

275<sup>th</sup> on 2019's Fortune Global 500 list, BPCL is a Maharatna oil and gas Government of India undertaking headquartered in Mumbai, Maharashtra. BPCL is 6<sup>th</sup> largest public listed company on Fortune India's 500 largest companies by turnover in 2019 and the 2<sup>nd</sup> largest Indian Oil Marketing Company (OMC) in 2019.

With a strong success record of creating value for its customers & India over its 40+ years of existence, BPCL received the coveted Maharatna status, placing it in the category of government-owned entities in India with one of the largest market capitalization and consistent profits, in September 2017.

BPCL operates four refineries in India, viz. Mumbai Refinery (1955), Kochi Refinery (1966), BORL-Bina Refinery (Bharat Oman Refineries Limited, a joint venture between Bharat Petroleum and Oman Oil Company) (2011) and Numaligarh Refinery (1999) with a combined crude oil refining capacity of 38.3 MMTPA (766 KBPD). The company business is divided into seven SBUs (Strategic Business Units), viz. Refinery, Retail, Lubricants, Aviation, Gas, Industrial & Commercial and LPG.

BPCL entered the upstream sector in 2003 with an aim to provide partial supply security of crude and hedging of price risks and to become a vertically integrated global oil company. A wholly-owned subsidiary company of BPCL, by the name Bharat PetroResources Limited ("BPRL") was incorporated in October 2006 and BPCL pursues its upstream business through BPRL.

BPCL incorporated Bharat Gas Resources Limited ("BGRL") on 7<sup>th</sup> June 2018 as its wholly owned subsidiary for focused approach towards building its gas business. BPCL has adopted diversification in Petrochemicals as a strategy for future growth.

BPCL is engaging in value creation, enabling a digital transformation across its business units, exploring, expanding its horizons by venturing into petrochemicals, alternate fuels, battery swapping for electric vehicles, renewable energies and ultimately excelling

in innovation by working closely with start-ups and encouraging its employees to innovate on the business challenges faced.

## **2.2 History**

The Asiatic Petroleum (India) Company was formed in 1903 as a joint venture between the Shell and Royal Dutch oil companies. It operated in Asia in the early twentieth century, essentially to market petroleum products in South Asia.

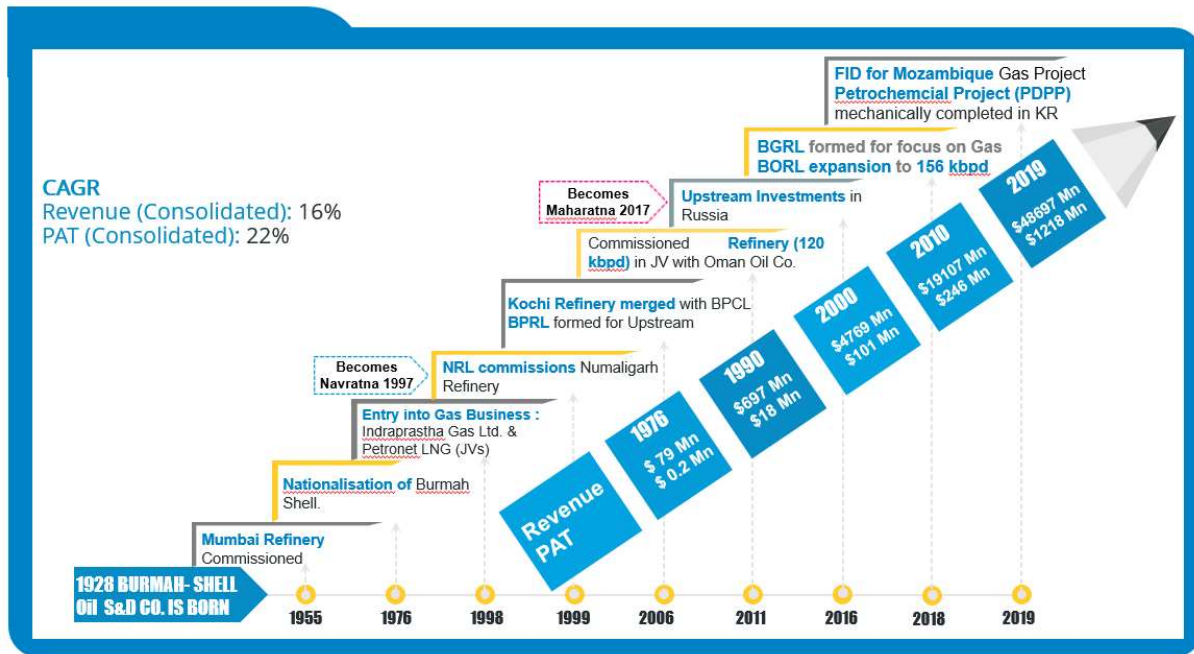
In 1928, Asiatic Petroleum (India) Company joined up with Burmah Oil Company, an active producer, refiner, and distributor of petroleum products, particularly in Indian and Burmese markets to form Burmah-Shell Oil Storage and Distributing Company of India Limited. Burmah Shell began its operations with the import and marketing of Kerosene, and soon proved itself to be a pioneer in more ways than one.

Post the Second World War, Burmah Shell established up-to-date fuel service and filling stations for its customers. Further, Burmah Shell introduced LPG as a cooking fuel to Indian homes in the mid-1950s.

On 15<sup>th</sup> December 1951, the Burmah Shell Group signed an agreement with the GoI to build a modern refinery at Trombay, Bombay. Soon after, on 3<sup>rd</sup> November 1952, Burmah Shell Refineries Limited was incorporated as a private limited company under the Indian Companies Act. The refinery, spread over 454 acres of land, went on-stream on 30<sup>th</sup> January 1955. Dr. S. Radhakrishnan, the then Vice President of India, declared the 2.2 MMTPA refinery open on 17<sup>th</sup> March 1955, making it the largest refinery in India then.

On 24<sup>th</sup> January 1976, the Burmah Shell Group of Companies was taken over by GoI to form Bharat Refineries Limited. On 1<sup>st</sup> August 1977, it was renamed to Bharat Petroleum Corporation Limited and was the first refinery in the country to process newly found indigenous Bombay High crude. The key events since nationalization highlighting BPCL's journey is presented below:

**Figure 1 – Timelines**



Source: BPCL Investor Presentation of December 2019

### 2.3 International roots and working with Global Players

BPCL is an Indian company with international presence and a global vision. Since its incorporation, mindful of the trans-border nature of the oil and gas business and the need for India to engage on the world stage for energy security, the company has grown its business in India and also expanded its operations overseas.

Global perspective has been a part of its DNA and BPCL's roots can be traced back to The Asiatic Petroleum Company, which was formed in 1903 as a joint venture between the Shell and Royal Dutch oil companies. In 1928, Asiatic Petroleum (India) and Burmah Oil Company formed the Burmah-Shell Oil Storage and Distributing Company of India Limited and in 1952, Burmah Shell Refineries Limited was incorporated as a private limited company. This company built the (then) largest refinery in India in 1955, 21 years before it was nationalized in 1976 and was re-christened as Bharat Petroleum Corporation Limited (in 1977).

Over the next several decades, BPCL's business lines strengthened and grew in depth and spread. With an unwavering eye on value and a consistent commitment for tapping into the best resource available, BPCL has been actively involved with foreign companies who are 'best in class' in their respective fields. Engaging with world class licensors and EPC contractors for its refinery and other major projects, co-venturing at the equity level for its central India refinery, foraying overseas in the lubricant and bunkering businesses, globally sourcing crude oil and LPG, and engaging world class Consultants and service providers from time to time – all these have imparted a superior value to



the company, distinguishing it from its Indian peers. Amongst all its areas of overseas engagement, perhaps the most pronounced 'global' expression of BPCL has been its upstream business. Spearheaded by a 100% subsidiary since 2006, BPCL, over a span of a few years spread its global footprint across 5 continents and engaged with world class operators and partners including IOCs and NOCs. Early exploration successes demonstrated its ability to work and partner successfully across multiple geographies, fiscal and regulatory regimes and helped in further strengthening the brand name of BPCL across the globe.

Today, BPCL enjoys a rich relationship with several NOCs and IOCs and is well placed to gainfully partner with global companies for its projects and businesses either in India or overseas.

## 2.4 Incorporation Details

The incorporation details of BPCL are provided below:

**Table 2: Incorporation Details - BPCL**

Particulars	Description
<b>Name of Company</b>	Bharat Petroleum Corporation Limited (BPCL)
<b>Date of Incorporation</b>	November 3, 1952
<b>Constitution</b>	Public Limited Company
<b>CIN</b>	L23220MH1952GOI008931
<b>Registered office</b>	Bharat Bhawan, Ballard Estate, Mumbai-400001, Maharashtra, India

Source: Ministry of Corporate Affairs website

## 2.5 Capital Structure and Shareholding Pattern

BPCL has only one class of equity shares of face value of INR 10. There are no outstanding convertible instruments, including ESOPs, which can be converted into equity. The shares of BPCL are listed on two key stock exchanges of India i.e. Bombay Stock Exchange (BSE) and National Stock Exchange (NSE). As on 31<sup>st</sup> December 2019, the market capitalization of BPCL was INR 106,619 Cr (~USD 15 Bn). The equity share capital of the Company as on 31<sup>st</sup> March, 2019:

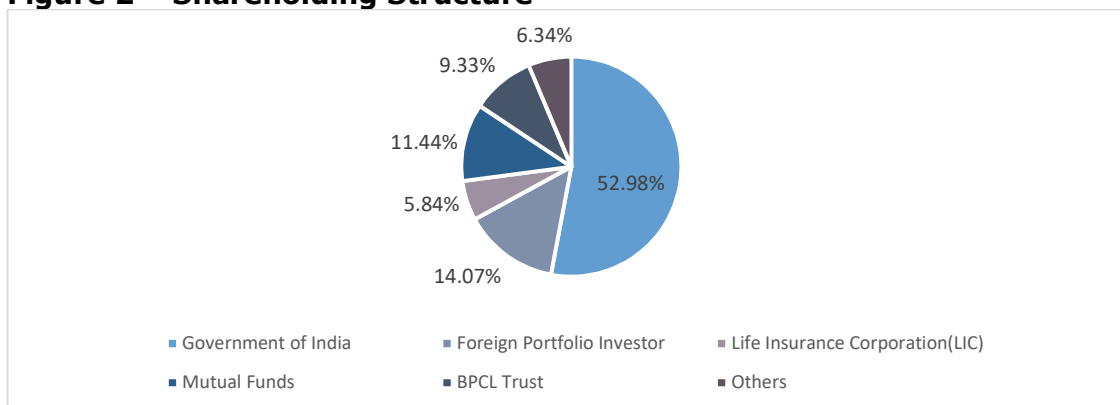
**Table 3: Equity Capital Structure**

Particulars	No. of Shares (crores)	Equity Share Capital (INR Crore)
<b>Authorized</b>	263.50	2,635.00
<b>Issued, subscribed and paid-up</b>	216.925	2,169.25

Source: Annual Report for FY 2018-19

The shareholding of BPCL as on 31<sup>st</sup> December, 2019 is as follows:

**Figure 2 – Shareholding Structure**



Source: BSE website

BPCL Trust for Investment in Shares holds 20,23,72,422 equity shares i.e. 9.33% (treasury shares) for the benefit of BPCL. It is possible that these shares may be retained, cancelled or disposed prior to the transaction; and correspondingly the total number of outstanding shares / capital structure may change. However, the number of shares to be sold in the Proposed Transaction shall remain the same.

## 2.6 Board of Directors of BPCL

Board of Directors of BPCL are as follows:

**Table 4: Board of Directors of BPCL**

Name	Designation
<b>Mr. D. Rajkumar</b>	Chairman & Managing Director
<b>Mr. R. Ramachandran</b>	Director (Refineries)
<b>Mr. K. Padmakar</b>	Director (Human Resources)
<b>Mr. Arun Kumar Singh</b>	Director (Marketing)
<b>Mr. N. Vijayagopal</b>	Director (Finance)
<b>Mr. Rajesh Aggarwal</b>	Government Nominee Director
<b>Dr. K. Ellangovan</b>	Government Nominee Director
<b>Mr. Vishal V Sharma</b>	Independent Director
<b>Ms. Jane Mary Shanti Sundharam</b>	Independent Director
<b>Mr. Vinay Sheel Oberoi</b>	Independent Director
<b>Mr. Harshad P Shah</b>	Independent Director

Source: Company

## 2.7 Locations

The registered office of BPCL is located at Bharat Bhawan, Ballard Estate, Mumbai-400001, Maharashtra, India. The Mumbai refinery is located at Mahul, Mumbai, Maharashtra while Kochi refinery is located at Ambalamugal, Kochi, Kerala. Apart from these, BPCL owns numerous LPG Bottling Plants, POL Terminals, Aviation Fueling Stations, Retail Outlets, and other infrastructure which are spread across the country.

## 2.8 Strategic Business Units

BPCL is an integrated oil and gas company with presence across Oil & Gas value chain i.e. upstream, midstream and downstream. A brief synopsis of BPCL's Strategic Business Units (SBUs) is provided below:

**Table 5: Strategic Business Units of BPCL**

Refinery	Retail	LPG	Industrial/Commercial	Aviation	Lubricants	Gas
<ul style="list-style-type: none"> <li>Refining capacity of 38.3 MMTPA</li> <li>15% of the country's refining capacity</li> </ul>	<ul style="list-style-type: none"> <li>25.77% market share</li> <li>14,802 retail outlets</li> <li>77 depots /installations</li> </ul>	<ul style="list-style-type: none"> <li>25.67% market share</li> <li>Currently 6,011 distributors</li> <li>52 LPG bottling plants</li> </ul>	Currently 8,000+ customers	<ul style="list-style-type: none"> <li>24.94% market share in ATF</li> <li>56 Aviation service stations</li> </ul>	<ul style="list-style-type: none"> <li>22.29% market share</li> <li>Currently 18,000 customers</li> <li>More than 400+ grades of products</li> </ul>	50+ major LNG customers
Strategically located refineries	Pan India presence across products	Various Innovative offerings with ventures in allied business	Reliable, innovative and caring supplier of I&C products	Present at all the major gateways and airports for into plane services	Major OEM tie ups such as Tata Motors, Honda, Genuine Oil, TVS etc.	Emerging Markets
Four refineries in Mumbai, Kochi, Numaligarh and Bina	Pioneer in branded retail outlets, branded fuels ex: Speed	Current customer base of 81 mn incl. retail and bulk	Pioneer in IT integration and Supply Chain Management	Fuel Farm Operations through MAFFFL and DAFFL	Product customization	<ul style="list-style-type: none"> <li>100% subsidiary BGRL for focus on Gas business</li> <li>City gas distribution networks in 37 GAs</li> </ul>

Source: Investor Presentation for Q2, FY 2019-20

Note: Market share includes sale by PSU as well as private oil marketing companies. All figures as of 30th September 2019

- **Refinery**

BPCL along with its joint venture and subsidiaries has 38.3 MMTPA (766 kbpd) refining capacity. It owns 27.5 MMTPA (550 kbpd) directly through Kochi (15.5 MMTPA or 310 kbpd) and Mumbai (12 MMTPA or 240 kbpd) refinery and through a joint venture, Bharat Oman Refineries Ltd. (7.8 MMTPA or 156 kbpd) located at Bina and through a subsidiary, NRL (3 MMTPA or 60 kbpd) located at Numaligarh. As stated earlier, BPCL's entire shareholding in NRL is planned to be disinvested along with management control to a Central Public Sector Enterprise ("CPSE") operating in the oil and gas sector under MoPNG and accordingly is not part of the Proposed Transaction.

During 2018-19, the refineries of BPCL have shown progress in operational performance. The refinery throughput at BPCL's Refineries at Mumbai and Kochi was 31.01 MMT as against 28.54 MMT achieved in the previous year. During the year 2018-19, Bina refinery has completed its debottlenecking project, enhancing the refining capacity from the existing 6.0 MMTPA to 7.8 MMTPA.

- **Retail**

The Retail business of BPCL in the year 2018-19, registered a total market sale of 27.30 MMT, with a growth of 2.6%. BPCL's Retail Outlets are continuously transforming the way Indians fuel their vehicles, with many first time offerings in the Indian market some of them being

- Loyalty platform "Petocard" almost two decades back, when loyalty programs were not even in existence in the country.
- Implementing marquee Pure for Sure (PFS) program that guarantees world-class service and facilities across ROs, today with more advanced features in New Generation PFS, customers are delighted in experiencing a digital way of fueling at BPCL's ROs.
- Introducing Indian customers with Premium Fuels like Speed, Speed-97 petrol, 'Hi-Speed' diesel.
- Concepts like Convenience stores, mega format outlets like "One Stop Struck Shop" or called Ghar offering bouquet of services redefined the services on highway for truckers.

Facilities like "In & Out" convenience stores, ATMs, Vcare-two wheeler & four wheeler quick repair & lubricant changing shops, restaurants make the experience of urban customers more enjoyable. BPCL's outlets in Rural India brings smile to customers by providing "Umang" services – a one stop shop for all their banking needs, government to citizen: e-governance benefits and many other agrarian needs.

Through a strong and expanding network of about 15,000 ROs network, a robust supply chain of Retail Depots/Installations and thousands of KMs of product pipelines, BPCL reaches the toughest terrains of India from Ladakh at -15° C to Churu in Rajasthan State at 50° C to serve millions of customers daily.

- **LPG**

BPCL supplies LPG to retail as well as commercial customers across India. BPCL has 52 LPG bottling plants across India with a bottling capacity in 2018-19 of 4,212 TMTPA. The LPG SBU registered sale of 6.49 MMT. The LPG SBU added 826 Distributors in FY 19, taking the total distributor network to 5,907. Newly added distributors contributed adding 1.2 crores new LPG consumers, taking the total domestic customer base to 8.1 crores.

BPCL's Bharatgas business not only caters to a large base of 80+ million customers with LPG but also provides them with "Beyond LPG" household products & grocery at their doorsteps. Bharat Metal Cutting Gas, a cutting edge innovation is the first choice for oxy-fuel cutting, welding and brazing not only in India but many other countries in South East Asia. Commercial LPG customers are benefitted through advance consulting & technical advisory and fuel management services. With Bharatgas, customers have the liberty to choose from an eclectic set of packaging options from 2 kg Mini cylinder to 422 Kg commercial cylinders.

- **Industrial & Commercial**

In 2018-19, the Industrial & Commercial SBU recorded overall sales of 5.75 MMT and registered growth of 10.5% over previous year. There are currently about 8,000+ customers.

- **Aviation**

BPCL has 56 aviation fuel service stations. The Aviation SBU has recorded sales of 1,989.68 TMT in FY 2019, a growth of 11.1% over last year.

- **Lubricants**

BPCL has 4 lubricant plants. The lubricants segment registered a sale of 0.24 MT during FY 19. There are about 18,000 customers and 400 plus grades of products. Since, the launch of MAK lubricant brand in the early 2000's, customers associate MAK with advance technology, quality products and great value for money. MAK offers a complete range of synthetic, semi-synthetic and mineral oil products for vehicular, marine and industrial applications. Its ubiquitous presence across all channels be it an OEM workshop, a roadside mechanic, BPCL Retail outlets or online e-commerce sites offers a great convenience to customers. MAK Garage initiative helps in upskilling of mechanics and connecting them to customers bringing genuine world class lubricants to their vicinity. The Quick Oil Change machines at Retail Outlets provides daily a speedy oil change solution to thousands of customers across India. MAK works closely with industrial customers in recommending them with the right set of lubricant solutions and technical analysis of their current product life.

- **Gas**

BPCL entered the Gas business with formation of Indraprastha Gas Ltd ("IGL") a JV between BPCL and GAIL India Ltd. ("GAIL") in 1998. Thereafter BPCL was a

part of formation of Petronet LNG Ltd ("PLL") during the same year. With formation of IGL, BPCL stepped into retail marketing as a part of the City Gas Distribution project in the city of Delhi. BPCL made its foray into bulk gas marketing in 2004 after commissioning of PLL's LNG terminal at Dahej. Gas business has grown from the volume of 0.25 MMTPA in 2004 to approx. 1.80 MMTPA during 2018-19.

BPCL's Gas SBU has undertaken various initiatives in order to enhance its Gas business as detailed below:

- a) LNG supply security is ensured through long term tie ups of 0.85 MMTPA valid up to 2028 at Dahej and 0.56 MMTPA valid up to 2036 at Kochi. Also, 1 MMTPA LNG has been tied up from Mozambique starting 2025-26 for a period 15 years.

Besides the long term tie ups, Short Term /Spot volumes ranging from 0.80 to 1.0 MMTPA are tied up based on demand.

- b) BPCL has formed a wholly owned subsidiary BGRL in June 2018 to handle its Gas business. The business transfer is in process.
- c) BPCL has interest in 37 Geographical Areas (GAs) which it operates either as wholly-owned or through JVs with other companies.
- d) BPCL is a consortium partner for developing Mehsana- Batinda-Jammu-Srinagar (MBJSPL) and Mallavram-Bhopal-Bhilwara-Vijaipur pipeline (MBBVPL) Natural Gas pipeline projects.

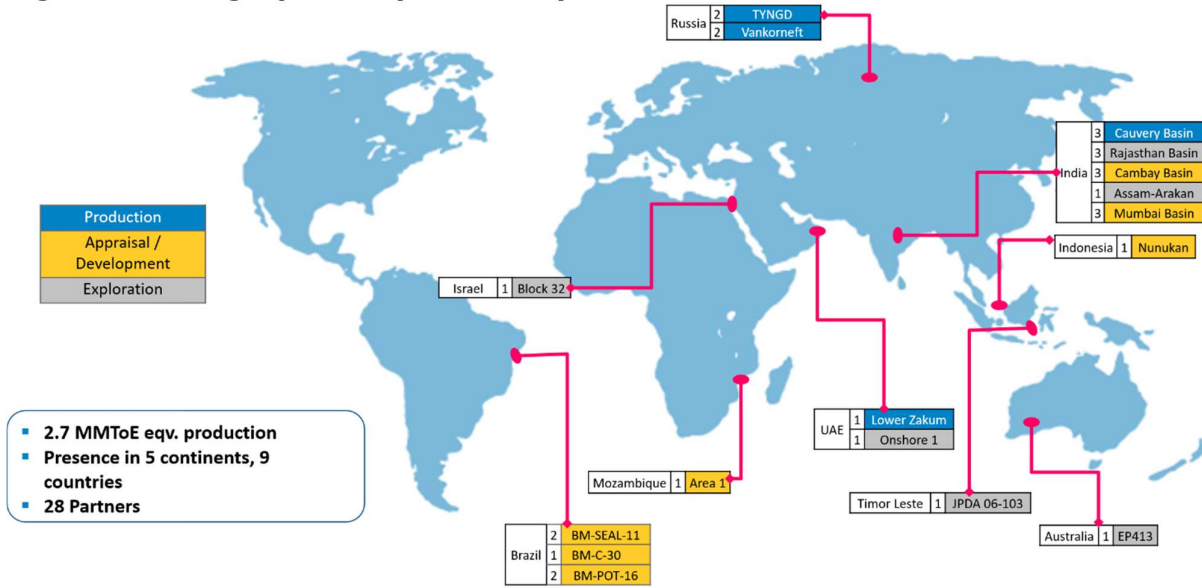
BPCL is also participating in M/s Indradhanush Gas Grid Ltd (M/s IGGL), through NRL (BPCL's associate company) along with IOCL, ONGC, GAIL, OIL to develop about 1656 km long North-Eastern Region Grid (NER Gas Grid) project.

- e) BPCL is a co-promoter of PLL terminals at Dahej and Kochi. BPCL is also planning to set up a new LNG terminal at Krishnapatnam in Andhra Pradesh.
- f) Liquefied-CNG Pilot Project is being undertaken at Aurangabad, Maharashtra which is expected to be commissioned by June, 2020.

## **2.9 Upstream Business**

Bharat Petro Resources Limited ("BPRL"), a wholly owned subsidiary of BPCL, is the holding company of all the upstream activities of BPCL. As on September, 2019, BPRL and its subsidiaries have Participating Interests ("PI") in 25 blocks in 8 countries along with equity stakes in 2 Russian entities which holds the license to 4 producing assets in Russia. Of the 25 blocks, 13 are located in India and 12 overseas. As of March 2019, BPCL's investment in BRPL was INR 5,000 crores as equity and INR 1,100 crores as loan to BPRL.

**Figure 3 - Geographical spread of Upstream Assets- BPCL**



Source: BPCL Investor Presentation of December 2019

**Table 6: Key Details of Upstream Assets of BPCL**

India			
Block	Operator	BPCL Stake	Other Partners
<b>NELP—IV</b>			
CY/ONN/2002/2	ONGC	40.0%	-
<b>NELP—VI</b>			
CY/ONN/2004/2	ONGC	20.0%	-
<b>NELP—VII</b>			
RJ/ONN/2005/1	HOEC, BPRL	33.33%	IMC
<b>NELP—IX</b>			
CB/ONN/2010/11	GAIL, BPRL	25.0%	EIL, BIFL, MIEL
AA/ONN/2010/3	OIL	20.0%	ONGC
CB-ONN-2010/8	BPRL, GAIL	25.0%	EIL, BIFL, MIEL
MB-OSN-2010/2	OIL	20.0%	HPCL
<b>DSF 2016</b>			
CY/ONDSF/KARAIKAL/2016	BPRL	100.0%	-
RJ/ONDSF/BAKHRI TIBBA/2016	BPRL	100.0%	-
RJ/ONDSF/SADEWALA/2016	BPRL	100.0%	-
MB/OSDF/B15/2016	BPRL	100.0%	-
MB/OSDF/B127E/2016	BPRL	100.0%	-
<b>OALP</b>			
CB-ONHP-2017/9	BPRL	100.0%	-

<b>Brazil</b>			
<b>Exploration Block</b>	<b>Operator</b>	<b>BPCL Stake<sup>1</sup></b>	<b>Other Partners</b>
BM-SEAL-11 (3 blocks)	Petrobras	20.0%	Videocon
BM-C-30 (1 block)	BP <sup>#</sup>	17.85%	Videocon, Total
BM-POT-16 (2 blocks)	Petrobras	10.0%	Videocon, Petrogal, BP

<sup>1</sup>BPCL's effective stake held through 50:50 JV with Videocon

<sup>#</sup>The operator Anadarko resigned from the operatorship and withdrew from the concession contract in March 2018. BP has been selected as the new operator and formal approval is being obtained from the Regulator for PI redistribution and appointment of new Operator.

<b>Russia</b>			
<b>Asset</b>	<b>Operator</b>	<b>BPCL Stake<sup>2</sup></b>	<b>Other Partners</b>
Vankor (2 Blocks)	Vankorneft	7.89%	Rosneft, OIL, IOCL, ONGC
TAAS- Yuryakh (2 Blocks)	TYNGD	9.87%	Rosneft, BP, OIL, IOCL

<sup>2</sup>BPCL's effective stake held through SPV with OIL and IOCL

<b>Indonesia</b>			
<b>Exploration Block</b>	<b>Operator</b>	<b>BPCL Stake</b>	<b>Other Partners</b>
Nunukan PSC, Tarakan Basin	Pertamina	12.5%	Videocon

<b>Mozambique</b>			
<b>Block</b>	<b>Operator</b>	<b>BPCL Stake</b>	<b>Other Partners</b>
Mozambique Rovuma Basin	Total	10.0%	PTTEP, Mitsui and Co., ENH, OVL-OIL

<b>Australia and East Timor</b>			
<b>Block</b>	<b>Operator</b>	<b>BPCL Stake</b>	<b>Other Partners</b>
JPDA 06-103	Oilex	20.0%	GSPC, Videocon, Japan Energy, Pan Pacific Petroleum
EP-413	Norwest Energy	27.8%	AWE Perth Pty Limited

<b>United Arab Emirates</b>			
<b>Asset</b>	<b>Operator</b>	<b>BPCL Stake<sup>3</sup></b>	<b>Other Partners</b>
Lower Zakum	ADNOC	3%	CNPC, INPEX, ENI, Total, Falcon Oil <sup>3</sup> , IOCL
Onshore 1	Urja Bharat	50%	(50:50 SPV of BPRL & IOCL)

<sup>3</sup>BPCL's effective stake held through SPV with ONGC Videsh and IOCL

<b>Israel</b>			
<b>Block</b>	<b>Operator</b>	<b>BPCL Stake</b>	<b>Other Partners</b>
Block 32	ONGC Videsh	25%	IOCL, OIL

Source: BPCL Investor Presentation of December 2019

Key highlights of the upstream assets are presented below:



- Mozambique - Discovery of Recoverable natural gas of 75 TCF in five discovery areas in Offshore Area 1, Rovuma basin. The consortium has taken Final Investment for the initial 2 train LNG project consisting of two liquefaction trains with total name plate capacity of 12.88 MMTPA (2 x 6.44 MMTPA) utilizing the gas from the offshore Golfinho-Atum field and the project has entered the construction phase.
- Russia - Oil Production of ~16 MMTPA by Vankor and ~3 MMTPA by Taas at the project level.
- UAE- Cumulative production of 144.27 million barrels from the Lower Zakum offshore concession during the year 2018-19 and additionally BPRL in 2019 has been awarded Onshore Block 1 concession as Joint Operator which is currently in the Exploration / Appraisal Stage.
- Indonesia- The Plan of Development ("POD") for the Badik & West Badik fields have been approved, and the exploratory well, Parang-1 drilled in 2017, has a discovery of Gas in 5 zones and Oil in 1 zone which was also ranked amongst the Top 10 discoveries of the world for 2017 by IHS Markit.
- Brazil - Extended Well Testing in BM-SEAL-11 Concession planned and other blocks are in Appraisal / Exploration Stage.
- India - Field Development Plan ("FDP") for two discoveries in BPRL's operated block in Cambay Basin approved by DGH and development activities are ongoing. Production ongoing from non-Operated Madanam block in Cauvery Basin.

## 2.10 Associated Infrastructure

BPCL owns the following infrastructure in various segments of oil & gas:

- LNG Terminal: BPCL is a JV partner with 12.5% stake in Petronet LNG Limited which owns and operates Dahej and Kochi LNG terminals with about 22.5 MMTPA combined capacity.

As on 31<sup>st</sup> December, 2019, market capitalization of Petronet LNG Ltd is ~INR 40,200 Cr (equivalent to ~ USD 5,740 Mn Converted at 1USD= INR 70) which makes BPCL stake value in Petronet LNG Ltd ~ INR 5,025 Cr (equivalent to ~ USD 718 Mn Converted at 1USD = INR 70)

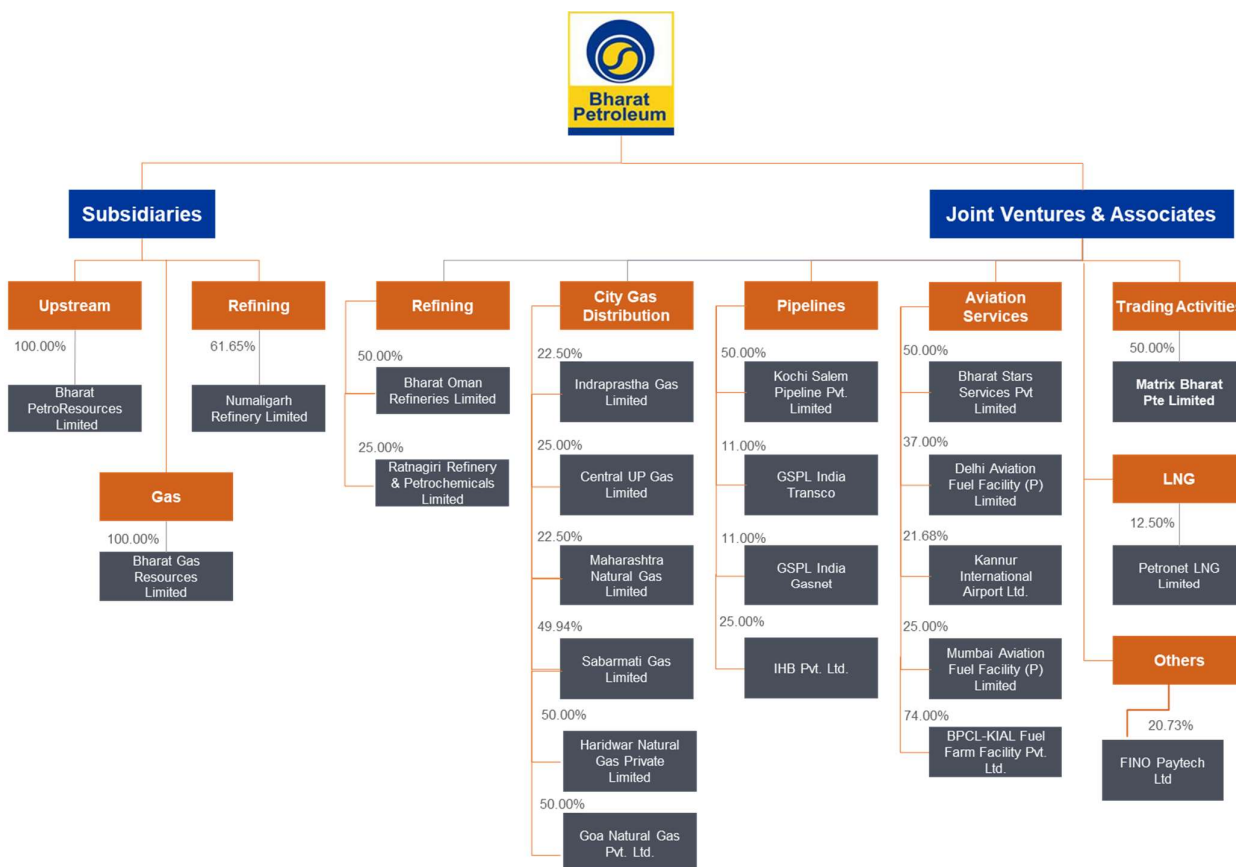
- Pipelines: BPCL owns a network of 2,241 KMs of multiproduct pipelines with design capacity of 17.84 MMTPA. Additionally, BPCL owns through BORL, its joint venture company, 937 KMs pipeline from Vadinar to Bina.

- Tankage: Total tankage of BPCL as at 31<sup>st</sup> March, 2019 was 4.02 mn KL.
- Depots and installations: BPCL owns as at 31<sup>st</sup> March, 2019, 77 depots and installations across India.

## 2.11 Subsidiaries, Joint Ventures and Associates

The major subsidiaries, joint ventures and associates of BPCL with business segments are provided below:

**Figure 4 – BPCL major Subsidiary, Joint Venture & Associates**



Source: Investor Presentation of December 2019

Of the above, BPCL's share in Numaligarh refinery is planned to be disinvested along with management control to a CPSE operating in the Oil and Gas sector.

In addition to equity investment in Bharat Oman Refineries Ltd. ("BORL"), BPCL has subscribed to Zero Percent Compulsorily Convertible Debentures of INR 1,000 Crores and Share Warrants of INR 1,585.68 Crores which on conversion shall result in BORL becoming a subsidiary of BPCL.

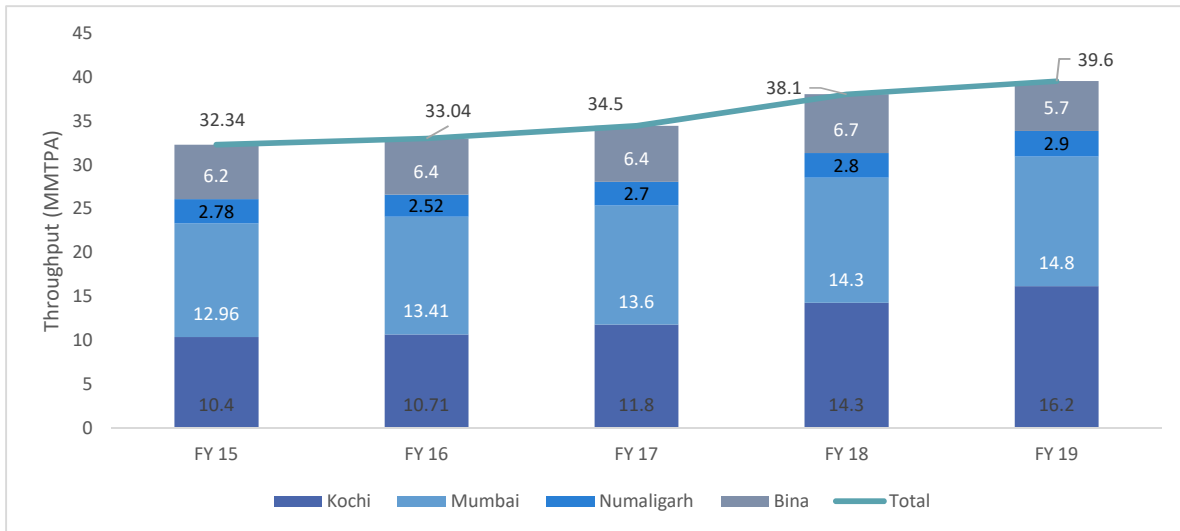
The detailed list of subsidiaries and Joint Ventures is provided in **Annexure XII**

## 2.12 Operating Performance

### 2.12.1 Refining

The throughput of BPCL group, including Bina refinery and Numaligarh refinery, has increased from 34.4 MMTPA in FY 2017 to 39.6 MMTPA in FY 2019 recording a CAGR of 4.8%.

**Figure 5 – Refining Performance (including Bina & Numaligarh)**

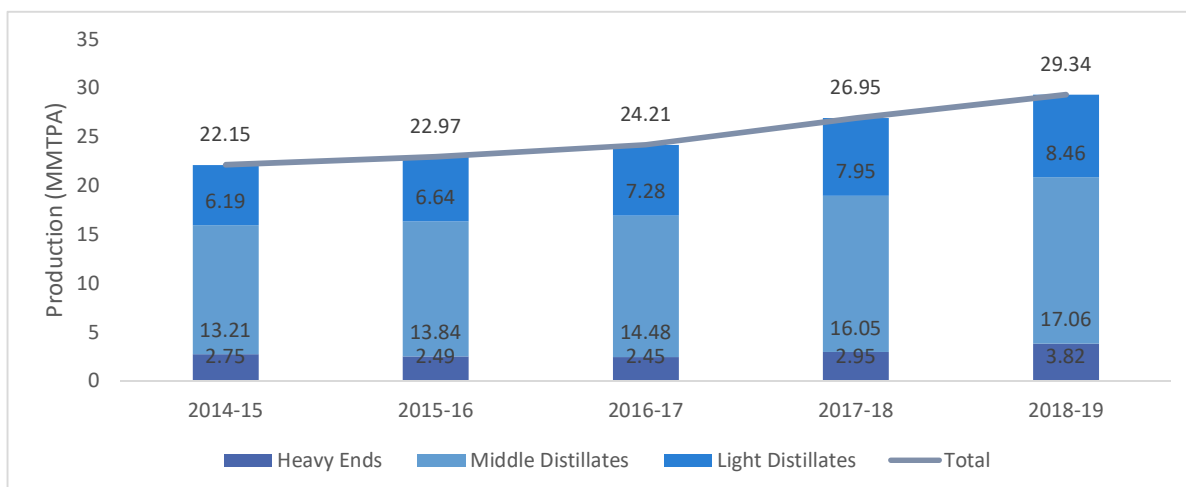


**\*\* For Bina refinery, 100% throughput has been included in the above chart whereas BPCL is a 50% JV partner.**

Source: Annual Report for FY 2018-19

The product wise production volumes for last 5 years of Mumbai & Kochi refineries is presented below:

**Figure 6 – Production Volumes**



Source: Annual Report for FY 2018-19

Note: The above details does not include production from Bina and NRL

The table below shows the GRM's of BPCL refineries for the last 5 years:

**Table 7: Refinery GRM's of BPCL**

(USD/Barrel)

Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
<b>Mumbai Refinery</b>	3.97	6.37	5.36	7.26	4.92
<b>Kochi Refinery</b>	3.17	6.87	5.16	6.44	4.27
<b>Bina Refinery</b>	6.10	11.7	11.80	11.70	9.80

Source: PPAC, Annual Report for FY 2018-19 and FY 2017-18

### 2.12.2 Marketing

The sales volume has increased from 34.45 MMT to 43.07 MMT over the last 5 years.

**Table 8: Sales Volume of BPCL**

(MMT)

Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
<b>LPG (Bulk &amp; Packed)</b>	4.51	4.87	5.45	5.99	6.49
<b>Motor Spirit</b>	5.35	6.01	6.41	6.98	7.43
<b>Regasified-LNG</b>	0.82	0.72	0.97	1.31	1.29
<b>Aviation Turbine Fuel</b>	1.26	1.28	1.55	1.79	1.99

Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
<b>High Speed Diesel</b>	18.38	19.35	19.10	20.09	20.42
<b>Petcoke</b>	-	0.29	0.42	1.05	1.19
<b>Others</b>	4.13	4.01	3.78	4.00	4.26
<b>Total</b>	<b>34.45</b>	<b>36.53</b>	<b>37.68</b>	<b>41.21</b>	<b>43.07</b>

Source: Annual Report for FY 2018-19, Investor presentation of December 2019

## 2.13 Financial Performance

An abstract of the audited financial statements of BPCL for the last five (5) years is presented below:

**Table 9: Consolidated Balance Sheet of BPCL**

Particulars	01-Apr-15	31-Mar-16	31-Mar-17	31-Mar-18	31-Mar-19	(INR Cr) 30-Sep-19
<b>ASSETS</b>						
<b>(1) Non-current assets</b>						
(a) Property, Plant and Equipment	21,973	25,190	33,439	45,261	48,971	55,832
(b) Capital work-in-progress	8,097	12,745	11,763	4,486	7,293	8,635
(c) Investment Property	1	0	0	0	0	0
(d) Other Intangible assets	124	169	245	278	344	335
(e) Intangible assets under development	3,849	4,714	5,071	5,388	6,362	6,897
(f) Investment accounted for using equity method	3,087	3,567	14,962	17,594	18,089	19,810
(g) Financial Assets						
(i) Investments	776	508	693	681	1,019	588
(ii) Loans	5,335	6,238	3,321	4,074	3,829	4,865
(iii) Other financial assets	18	136	46	53	110	169
(h) Income Tax Assets (Net)	59	73	128	407	449	628
(i) Deferred tax assets (Net)				-	4	4
(i) Other non-current assets	1,540	1,636	1,510	1,531	1,679	1,618
<b>Total Non-current assets</b>	<b>44,858</b>	<b>54,975</b>	<b>71,176</b>	<b>79,755</b>	<b>88,149</b>	<b>99,382</b>

Particulars	01-Apr-15	31-Mar-16	31-Mar-17	31-Mar-18	31-Mar-19	30-Sep-19
<b>(2) Current Assets</b>						
(a) Inventories	16,094	14,644	21,197	22,531	22,935	25,313
(b) Financial Assets						
(i) Investments	5,408	5,326	5,673	5,449	5,799	5,999
(ii) Trade receivables	2,580	2,217	4,804	5,209	6,906	6,122
(iii) Cash and cash equivalents	1,482	2,037	608	594	414	324
(iv) Bank Balances other than Cash and cash equivalents	1,807	2,166	1,277	760	248	645
(v) Loans	65	63	78	270	1,685	303
(vi) Other financial assets	6,186	4,133	3,307	4,583	9,416	5,251
(c) Current Tax Assets (Net)	139	8	34	55	33	309
(d) Other current assets	551	842	922	1,131	1,331	1,335
<b>Total Current Assets</b>	<b>34,311</b>	<b>31,436</b>	<b>37,899</b>	<b>40,583</b>	<b>48,768</b>	<b>45,600</b>
(3) Assets held for sale	16	11	11	18	14	15
<b>TOTAL ASSETS</b>	<b>79,185</b>	<b>86,422</b>	<b>1,09,086</b>	<b>1,20,356</b>	<b>1,36,930</b>	<b>144,997</b>
<b><u>EQUITY AND LIABILITIES</u></b>						
<b>Equity</b>						
(a) Equity Share Capital (net of treasury stock)	656	656	1,311	1,967	1,967	1,967
(b) Other Equity	22,753	27,138	29,509	34,652	36,798	38,500
Equity attributable to owners	23,409	27,793	30,820	36,619	38,765	40,467
Non-Controlling interests	1,454	1,678	1,958	1,905	2,070	2,275
<b>Total Equity</b>	<b>24,862</b>	<b>29,472</b>	<b>32,778</b>	<b>38,524</b>	<b>40,835</b>	<b>42,742</b>
<b>Liabilities</b>						
<b>(1) Non-current liabilities</b>						
(a) Financial liabilities						
(i) Borrowings	14,952	21,097	23,255	28,904	34,316	41,333
(ii) Other financial liabilities	73	63	65	59	57	55
(b) Provisions	1,404	1,653	1,496	1,393	1,538	1,582
(c) Deferred tax liabilities (net)	2,505	3,072	4,055	5,522	6,792	6,786

Particulars	01-Apr-15	31-Mar-16	31-Mar-17	31-Mar-18	31-Mar-19	30-Sep-19
(d) Other non-current liabilities	46	70	138	143	284	314
<b>Total Non-current liabilities</b>	<b>18,981</b>	<b>25,956</b>	<b>29,008</b>	<b>36,022</b>	<b>42,986</b>	<b>50,070</b>
<b>(2) Current Liabilities</b>						
(a) Financial liabilities						
(i) Borrowings	206	24	8,218	8,093	8,599	4,595
(ii) Trade payables						
a. Total Outstanding dues of Micro Enterprises and Small Enterprises	-	-	-	46	57	69
b. Total Outstanding dues of creditors other than Micro and Small Enterprises	12,873	8,352	11,382	15,152	17,328	16,373
(iii) Other financial liabilities	16,679	17,076	21,490	16,361	20,059	20,522
(b) Other current liabilities	3,707	3,675	4,078	4,209	4,707	8,224
(c) Provisions	994	952	1,989	1,810	2,029	2,256
(d) Current Tax Liabilities (Net)	882	914	142	139	331	147
<b>Total Current Liabilities</b>	<b>35,342</b>	<b>30,994</b>	<b>47,300</b>	<b>45,810</b>	<b>53,110</b>	<b>52,185</b>
<b>Total Liabilities</b>	<b>54,322</b>	<b>56,950</b>	<b>76,308</b>	<b>81,832</b>	<b>96,096</b>	<b>102,255</b>
<b>TOTAL EQUITY AND LIABILITIES</b>	<b>79,185</b>	<b>86,422</b>	<b>1,09,086</b>	<b>1,20,356</b>	<b>1,36,930</b>	<b>144,997</b>

Source: Annual Reports of respective financial year, Stock exchange filings

**Table 10: Consolidated Statement of Profit and Loss of BPCL**

Particulars	(INR Crore)					
	2014-15	2015-16	2016-17	2017-18	2018-19	Apr-Sep'19
Revenue from operations (I)	242599	219227	243747	279438	340879	162041
Other income (II)	2120	1596	1815	1674	2038	960
<b>(III) Total Income (I + II)</b>	<b>244719</b>	<b>220823</b>	<b>245562</b>	<b>281112</b>	<b>342917</b>	<b>163001</b>
<b>Expenses</b>						
Cost of raw materials	118467	67530	75112	90111	130693	61184

Particulars	2014-15	2015-16	2016-17	2017-18	2018-19	Apr-Sep'19
consumed						
Purchases of stock-in-trade	93873	90240	102131	111798	132055	64509
Changes in inventories of finished goods, work-in-progress and stock-in-trade	4351	1305	-5832	203	-1606	-1683
Excise Duty	-	31412	42497	43543	42654	21426
Employee benefits expense	2350	2962	3670	3749	3985	2041
Finance costs	1180	680	696	1186	1764	1322
Depreciation and amortization expense	3027	2072	2108	2885	3418	1994
Other expenses	13780	12841	12425	14754	17986	8733
<b>Total expenses (IV)</b>	<b>237028</b>	<b>209042</b>	<b>232806</b>	<b>268228</b>	<b>330949</b>	<b>159,527</b>
(V) Profit from continuing operations before share of profit of equity accounted investees and income tax (III - IV)	7690	11781	12756	12885	11968	3,474
<b>(VI) Share of profit of equity accounted investee (net of income tax)</b>	-	351	943	1289	937	703
<b>(VII) Profit from continuing operations before income tax</b>	<b>7690</b>	<b>12132</b>	<b>13700</b>	<b>14174</b>	<b>12905</b>	<b>4176</b>
<b>(VIII) Tax expense</b>						
1) Current tax	2551	3418	3168	3235	3109	964
2) Deferred tax	96	614	1136	1452	1368	522
3) Short / (Excess) provision of earlier years	-10	11	-111	-305	-99	-744
4) Mat Credit Entitlement	-29	-	-	-	-	
<b>Total tax expense</b>	<b>2608</b>	<b>4043</b>	<b>4193</b>	<b>4382</b>	<b>4378</b>	<b>743</b>



Particulars	2014-15	2015-16	2016-17	2017-18	2018-19	Apr-Sep'19
<b>(IX) Profit for the year ( VII-VIII)</b>	<b>5082</b>	<b>8089</b>	<b>9507</b>	<b>9792</b>	<b>8528</b>	<b>3434</b>
(X) Other Comprehensive Income (OCI)	-	16	331	454	-1172	486
(i) Items that will not be reclassified to profit or loss						
(a) Remeasurements of defined benefit plans	-	-141	-83	33	-210	-112
(b) Equity instruments through Other Comprehensive Income- net change in fair value	-	-180	185	-11	-71	-107
(c) Equity accounted investees - share of OCI	-	0	-1	0	0	-1
(ii) Income tax related to items that will not be reclassified to profit or loss	-	47	27	-15	81	48
(iii) Items that will be reclassified to profit or loss						
(a) Exchange differences in translating financial statements of foreign operations	-	290	-23	-61	305	23
(b) Equity accounted investees - share of OCI	-	-	226	509	-1278	634
<b>(XI) Total Comprehensive Income for the period (IX+X)</b>	<b>5082</b>	<b>8105</b>	<b>9838</b>	<b>10246</b>	<b>7355</b>	<b>3920</b>
Profit attributable to:						
Owners of the company	4807	7585	8721	9009	7802	3126

Particulars	2014-15	2015-16	2016-17	2017-18	2018-19	Apr-Sep'19
Non-Controlling Interests	275	504	786	783	726	308
<b>Profit for the year</b>	<b>5082</b>	<b>8089</b>	<b>9507</b>	<b>9792</b>	<b>8528</b>	<b>3434</b>
Other Comprehensive Income attributable to :						
<b>Owners of the company</b>	-	16	332	455	-1173	487
<b>Non-Controlling Interests</b>	-	0	-1	-1	1	-1
Other Comprehensive Income for the year	-	16	331	454	-1172	486
Total Comprehensive Income attributable to :						
Owners of the company	-	7601	9053	9464	6629	3613
Non-Controlling Interests	-	504	785	782	726	307
<b>Total Comprehensive Income for the year</b>	<b>-</b>	<b>8105</b>	<b>9838</b>	<b>10246</b>	<b>7355</b>	<b>3920</b>
<b>(XII) Basic and Diluted Earnings Per Equity Share (Face value INR 10) (in INR)</b>	<b>66.47</b>	<b>57.84</b>	<b>44.34</b>	<b>45.80</b>	<b>39.67</b>	<b>16</b>

Source: Annual Report of respective financial year

Note: Please note that the statement of profit and loss is as per IGAAP for FY 2014-15 as compared to Ind AS from FY 2015-16 onwards

Note: The numbers have been rounded off

Note: The financial statements of Indraprastha Gas Limited, Maharashtra Natural Gas Limited, BPCL-KIAL Fuel Farm Private Limited and FINO Paytech Limited were yet to be audited and hence provisional Financial Statements provided by management of the respective companies have been considered for the purpose of preparation of Consolidated Financial Statements for FY 2018-19.

Annual reports for BPCL are available on <https://www.bharatpetroleum.com/Bharat-Petroleum-For/Investors/Shareholders-Information/Annual-Reports.aspx>

## 2.14 Human Resources

BPCL has skilled manpower with experience and understanding of respective business segments. One of the key parameters for organizational success is its employees and in BPCL, employees are a source of competitive advantage. BPCL has been able to

attract & retain right talent of the highest caliber who are highly skilled, engaged and empowered delivering best-in-class services and driving business excellence. Capability building on a continual basis coupled with the multi business /location/geographical job exposures have led to high competence of staff. With a focus on cost and value optimization as well as technological upgradation, BPCL has been able to achieve an optimal level of manpower to drive the business. Total manpower strength across all categories is 11,971 as on 31<sup>st</sup> March 2019.

## 2.15 Quality Control

BPCL refineries, amongst other accreditations, have also been certified with ISO 9001:2015, 14001:2015 and OHSAS -18001 etc. To ensure the delivery of the highest quality services and products to customers, BPCL Retail Outlets (>8,000) & Retail Depots are audited by a third party under its Pure for Sure ("PFS") & PFS Platinum standards. BPCL's Quality Control ("QC") laboratories strive to achieve the highest quality standards through meeting the standards of reputed external certifying agencies and accreditation bodies.

## 2.16 Ongoing Projects

Some of the key ongoing projects of BPCL are:

- **Kochi Refinery** – MS Block Project for BS VI grade gasoline and Maximization of Naptha to gasoline (USD 470 Mn)
- **Kochi** – Diversification into Niche Petrochemicals – Propylene Derivatives Petrochemical Project (PDPP) Acrylic Acid, Oxoalcohol, Acrylates (USD 750 Mn)
- **Retail** – POL Terminal with Railway Siding at Pune, Gulbarga, & Coastal terminal at Krishnapatnam (USD 153 Mn)
- LPG import terminal at Haldia, West Bengal (USD 157 Mn)
- Bina Kanpur Product Pipeline and other pipelines (USD 282 Mn)

*Source: Investor Presentation of December 2019*

## 2.17 Value Proposition

Purchasing the offered stake in BPCL is a unique opportunity for an investing company to acquire management control in a vertically integrated oil and gas company, with investments in refining, marketing, upstream and gas business. BPCL group, comprising of 10 subsidiaries, 24 joint ventures and 12 associate companies, has operations in various business lines in the Hydrocarbon value chain spanning across India as well as overseas.

The current offer comprises the entire business of BPCL except for BPCL's equity shareholding of 61.65% in NRL and Management Control thereon.

Select key features of the opportunity are as follows:

- **Growing economy:** India is one of the fastest growing economies in the world.

Since economic growth and demand for energy and oil are positively correlated, the high economic growth in near and medium term would increase the demand for petroleum products. The demand for petroleum products in the country has been growing at a rate of around 5% p.a. over the past few years. Hence, India offers an attractive market with the unique attributes of significant size as well as good growth potential.

- **Latent Per Capita Consumption:** Despite the increasing petro products demand, India's per capita consumption of oil is very low vis-a-vis the world average consumption. High economic growth and increasing urbanization would increase the per capita consumption of petro products in India.
- **Strong presence in refining and marketing** - BPCL is the 2<sup>nd</sup> largest oil marketing company with a market share of 21% in FY 19 and 3<sup>rd</sup> largest refining company in India. It is India's 6<sup>th</sup> largest publicly traded company by turnover. BPCL operates two coastal refineries and one inland refinery at strategic locations enabling it to capture markets across India. The refineries are on the west coast where coastal input facilities exist, enabling the intake of crude from the Middle East or Africa or the American continent.
- **Extensive Infrastructure-** For its product movement, BPCL owns a robust network of POL terminals, petroleum product pipelines and crude oil pipelines across India.
- **SBU-wise focused structure** - BPCL has distinct Business Units within its marketing setup including Retail, LPG, Lubricants, Aviation and Industrial & Commercial. There is also a separate Supply-Chain optimization setup and robust in-house Engineering & Projects department.
- **Wide retail presence:** On the Retail front, BPCL's network of retail outlets (about 15,000) and LPG distributorships (about 6,000) render BPCL a position of strength when it comes to reaching products to its customers across the length and breadth of the country.
- **Robust gas business:** BPCL has secured its natural gas requirements through multiple long term LNG contracts. In the area of Marketing, especially in LPG and Retail, BPCL has a robust customer base with a significant proportion of loyalty customers, a customer base which is potentially available for other product lines/differentiated products of BPCL.
- **Strong presence in Industrial and Commercial segments:** BPCL also services Bulk customers in petroleum products as well as natural gas segments. It serves 8,000+ industrial and commercial customers.
- **Valuable Upstream assets:** In BPCL's upstream business (carried out through a 100% subsidiary), the oil and gas blocks are in various stages of exploration, production and pre-development, enabling a balancing of portfolio within the upstream business.
- **Vertically integrated company:** Significant presence across the entire oil and

gas value chain makes BPCL's business model inherently robust, rendering an intrinsic hedge to effectively manage the ups and downs of business cycles.

- **Expansion into Petrochemical business:** Mindful of global trends and responsive to market needs, BPCL has expanded its business to new areas and is currently implementing petrochemical projects, to produce niche petrochemicals like Acrylic Acid, Oxo Alcohols and Acrylates and Polyols, Propylene Glycol and Mono Ethylene Glycol.
- **Global collaborations:** BPCL has partnered with global companies including IOCs and NOCs and has rich experience operating in Joint ventures.
- **Visionary Management team:** The leadership in BPCL has been visionary with many 'industry firsts'. BPCL's workforce is professional and efficient with a large pool of competent technical personnel to run its refineries and marketing operations.
- **Established Systems and Processes:** BPCL was the first Oil & Gas CPSE to have an enterprise wide ERP software.

## 2.18 Awards and Accolades

- Ranked 275 on the Global Fortune 500 list 2019 and proud to gain 39 places as compared to last year and is one of the seven Indian companies in the list.
- Corporate Governance Award from Indian Chamber of Commerce in recognition of the excellent performance in the area of Corporate Governance & Sustainable Development and for nurturing innovation.
- 'Prize for Leadership in HR Excellence' Award from CII for the year 2018-19 for HR Excellence in various dimensions of HRM practices.
- Second runner up prize in the Maharatna Category by Ministry of MSME for exemplary performance for the work done under Public Procurement Policy
- 'SKOCH Award for Corporate Excellence 2018' under the category 'Market Leadership', for maintaining its market share and brand equity as high as ever, warding off threats of de-carbonization, deregulation, and privatization.
- Golden Peacock Award for Corporate Social Responsibility 2018 for its initiative, 'Solid Waste Management Project in 3 Municipalities in Chennai.
- 'Golden Peacock Award 2018' for 'Excellent Corporate Governance' from the Institute of Directors for conducting governance in a fair, transparent and ethical manner.
- Innovation Award 2017-18 by M/s Centre for High Technology (CHT) for the Best Innovation in R&D Institute for development and commercial trial of indigenous cost effective dewaxing catalyst – BHARAT:HiCAT.

- Recognition Award from Mumbai Customs for consistency in maintaining the highest standards of Corporate Governance including complying with Customs laws and other regulations.
- BPCL's CSR flagship project i.e. Project Boond was awarded the Order of Merit as well as the Silver Award by SKOCH in the Oil and Gas Category.
- For the 9<sup>th</sup> consecutive year, BPCL LPG SBU bagged the OISD Safety Award under the category of 'LPG Marketing Organization' as the Winner for the year 2017-18.
- For the 12<sup>th</sup> consecutive year, Kochi Refinery won the Kerala State Pollution Control Excellence Award for pollution control measures in the category of very large industries.
- Mumbai Refinery bagged prestigious FIPI 2017 trophy for completing the Diesel Hydro Treatment (DHT) Project ahead of the time schedule with cost savings.
- Technology Excellence Award 2018 by the Indian Technology Congress Association.
- The BPCL Brand Quiz Baadshah – 2018, was adjudged as the largest Corporate Brand Engagement Program in Asia for employees and channel partners and entered in the Asia Book of Records and India Book of Records in 2018.
- Dun & Bradstreet - Infra Award 2018 in the Industrial Plants category for its DHT project at MR, an International recognition in the field of Project Management
- Gold award by Frost & Sullivan under the Process Sector, Mega Large Business category for manufacturing excellence.
- Mumbai Refinery received the Innovation Award 2017-18 by M/s Centre for High Technology (CHT) for the Best Innovation in Refinery Team
- BPCL received the prestigious 'Star PSU' Award from Business Standard at the Annual Awards for Corporate Excellence 2017.
- BPCL Mumbai Refinery won 2<sup>nd</sup> prize in the newly introduced Swachhata Award for 2017-18.
- In Refinery sector, BPCL's JV Bharat Oman Refineries Ltd. won the National Energy Conservation Award 2017 sector instituted by The Bureau of Energy Efficiency (BEE), under Ministry of Power.
- Meenakshi temple, which is being maintained by BPCL CSR initiative, won the Best Iconic place under Swachh Bharat Initiative.
- BPCL LPG business has been conferred with the OISD award under the category of 'LPG Marketing Organization'.

- BPCL Mumbai Refinery received the first prize for the 'Refinery Performance Improvement Award 2016-17' during the Refinery Technology Meet.
- BPCL's Internal Audit team has been conferred with the "Award of Excellence" under the category of 'AGILE TECHNOLOGY in the Internal Audit'.
- BPCL won the Best Corporate Communication Campaign / Program - (Internal) for the Brand Quiz Baadshah Initiative and the Best Annual Report at the Standing Conference of Public Enterprises (SCOPE) Corporate Communication Excellence Awards 2017.
- BPCL won the prestigious communication award at the annual ABCI (Association of Business Communicators of India) Awards Nite in December 2017.
- BPCL Kochi Refinery bagged the 'KMA Excellence Award 2017' for its GREEN INITIATIVES.

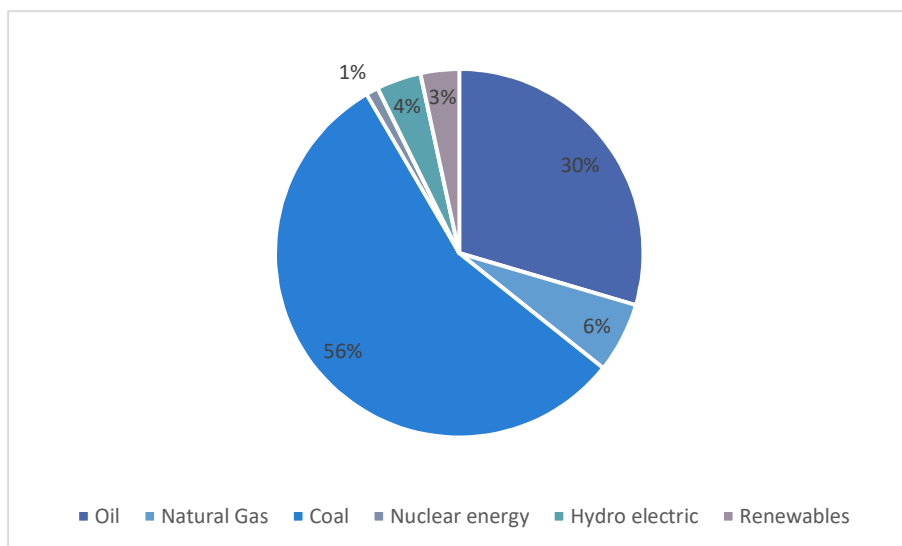
### 3 An Overview of Indian Oil & Gas Industry

#### 3.1 Indian Energy Sector

India has witnessed substantial growth in energy consumption in recent years. The primary energy consumption of India increased from 477.9 mmtoe in 2008 to 809.2 mmtoe in 2018 at a CAGR of 5.4%. The consumption of oil has shown a similar trend wherein it has increased from 146 mn tonnes in 2008 to 236.6 mn tonnes in 2018 at a CAGR of 4.94%.

The share of various fuels in India’s energy consumption basket for 2018 is as shown below. Oil is the second major source of fuel in the country after coal.

**Figure 7 – India’s energy consumption basket for 2018**



Source: BP Statistical Review, 2019

#### 3.2 Consumption of Petroleum Products

The consumption of petroleum products for the last 6 years is shown in the table below.

**Table 11: Historical consumption of Petroleum products**

PRODUCT	(Million tonnes)							CAGR
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19		
<b>LPG</b>	16.29	18.00	19.62	21.61	23.34	24.92	8.87%	
<b>Naphtha</b>	11.31	11.08	13.27	13.24	12.89	14.06	4.46%	
<b>MS</b>	17.13	19.08	21.85	23.76	26.17	28.28	10.55%	
<b>ATF</b>	5.50	5.72	6.26	7.00	7.63	8.33	8.63%	
<b>SKO</b>	7.16	7.09	6.83	5.40	3.85	3.46	-13.5%	
<b>HSD</b>	68.36	69.42	74.65	76.03	81.07	83.52	4.09%	
<b>LDO</b>	0.39	0.37	0.41	0.45	0.52	0.60	9.13%	
<b>Lubricants</b>	3.31	3.31	3.57	3.47	3.88	3.87	3.20%	



PRODUCT	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	CAGR
<b>&amp; Greases</b>							
<b>FO &amp; LSHS</b>	6.24	5.96	6.63	7.15	6.72	6.50	0.84%
<b>Bitumen</b>	5.01	5.07	5.94	5.94	6.09	6.62	5.73%
<b>Pet coke</b>	11.76	14.56	19.30	23.96	25.66	20.52	11.78%
<b>Others</b>	5.96	5.87	6.35	6.59	8.34	10.97	12.99%
<b>TOTAL</b>	<b>158.41</b>	<b>165.52</b>	<b>184.67</b>	<b>194.60</b>	<b>206.17</b>	<b>211.64</b>	<b>5.97%</b>

Source: PPAC

### 3.3 Refinery capacity in India

India with total oil refining capacity of 249.4 million tonnes per annum is the second largest oil refiner in Asia. The table below shows the refining companies along with the respective capacities as on 1<sup>st</sup> April, 2019.

**Table 12: Refinery capacities in India**

REFINERIES	(`000 tonnes per annum) Capacity as on 1 <sup>st</sup> April, 2019
<b>PUBLIC SECTOR (PSU)</b>	
IOC, Digboi	650
IOC, Guwahati	1,000
IOC, Koyali	13,700
IOC, Barauni	6,000
IOC, Haldia	7,500
IOC, Mathura	8,000
IOC, Panipat	15,000
IOC, Bongaigaon	2,350
IOC, Paradip	15,000
<b>IOC, Total</b>	<b>69,200</b>
HPC, Mumbai	7,500
HPC, Visakh	8,300
<b>HPC, Total</b>	<b>15,800</b>
BPC, Mumbai	12,000
BPC, Kochi	15,500
<b>BPC, Total</b>	<b>27,500</b>
CPCL, Manali	10,500
CPCL, Cauvery Basin	1,000
CPCL, Total	11,500
NRL, Numaligarh	3,000
ONGC, Tatipaka	66
MRPL, Mangalore	15,000
<b>TOTAL PSU</b>	<b>142,066</b>
<b>JVs/PRIVATE SECTOR</b>	
BORL, Bina	7,800

REFINERIES	Capacity as on 1 <sup>st</sup> April, 2019
HMEL, Bathinda	11,300
RIL, Jamnagar	33,000
RPL (SEZ), Jamnagar	35,200
NEL (Formerly EOL), Vadinar	20,000
<b>TOTAL JVs/PRIVATE SECTOR</b>	<b>107,300</b>
<b>ALL INDIA TOTAL</b>	<b>249,366</b>

Source: PPAC

### 3.4 Regulatory Framework

The Ministry of Petroleum & Natural Gas is concerned with the exploration and production of oil & natural gas, production, refining, distribution, marketing, import, export, and conservation of petroleum products.

The Directorate General of Hydrocarbons (“DGH”) works under the administrative control of MoPNG. DGH has been entrusted with several responsibilities like implementation of New Exploration Licensing Policy (“NELP”), matters concerning the Production Sharing Contracts for discovered fields and exploration blocks, promotion of investment in E&P Sector and monitoring of E&P activities including review of reservoir performance of producing fields. In addition, DGH is also engaged in opening up of new unexplored areas for future exploration and development of non-conventional hydrocarbon energy sources like Coal Bed Methane (“CBM”) as also futuristic hydrocarbon energy resources like Gas Hydrates and Oil Shales.

The Petroleum and Natural Gas Regulatory Board (“PNGRB”) was constituted under The Petroleum and Natural Gas Regulatory Board Act, 2006. The objectives of PNGRB are to protect the interests of consumers and entities engaged in specified activities relating to petroleum, petroleum products and natural gas and to promote competitive markets and for matters connected therewith or incidental thereto. PNGRB has also been mandated to regulate the refining, processing, storage, transportation, distribution, marketing and sale of petroleum, petroleum products and natural gas excluding production of crude oil and natural gas so as and to ensure uninterrupted and adequate supply of petroleum, petroleum products and natural gas in all parts of the country.

### 3.5 Key Policy Initiatives

Pricing of petroleum products was earlier regulated by GoI which was deregulated in phased manner. Key points are summarized below:

- Diesel and Petrol Prices have been completely de-regulated by GoI
- Deregulation of Diesel (Retail) has been effective from 19th October 2014
- Deregulation of Diesel (Bulk) had been effective since January 2013
- Restricted supply/Targeted subsidies for cooking fuel products has been

introduced

- For LPG domestic consumers, direct benefit transfer scheme has been implemented for transfer of subsidy directly to consumers

## 4 Transaction Process

### 4.1 Transaction Timelines

The Transaction Timelines shall be as follows:

**Table 13: Transaction tentative timelines**

Sr. No.	Activity	Timelines (weeks)	Date	Time (Indian Standard time)
1	Publication of Advertisement and Release of PIM	T	7 <sup>th</sup> Mar 2020	NA
2	Last date for submission of written queries on PIM	T + 4	4 <sup>th</sup> Apr 2020	5:00 pm
3	Last date and time ("EoI Due Date") for submission of EoIs	T + 8	2 <sup>nd</sup> May 2020	5:00 pm

The above dates may change at the discretion of GoI and the detailed dates and schedule for subsequent activities shall be provided in RFP.

GoI, Company and the TA shall bear no responsibility for non-receipt of EoIs/any other correspondence sent by post/e-mail/courier/fax.

The following activities shall be carried out post submission of EoI as part of the process:

1. Shortlisting of Qualified Interested Parties ("QIP") – EoIs submitted by IPs shall be evaluated as per the criteria provided in the PIM. The decision regarding shortlisting shall be communicated to the IPs.
2. Issuance of RFP and SPA – The RFP and SPA shall be shared with QIPs via the Data Room ("DR").
3. Access to DR and Due-diligence – The QIPs may carry out due-diligence based on information shared in the DR. Any queries or requests for further information shall be entertained depending on the nature of information requested.
4. Submission of Financial Bids – The QIPs shall be required to undergo a bidding process in accordance with the terms of the RFP.
5. Security Clearance – Necessary security clearance, if required, shall be taken as per extant instructions of the Government of India. Each QIP will need to apply for security clearance at the time of submission of Financial Bids.
6. Setting up of Reserve Price – The GoI shall set up the reserve price for the transaction after the receipt of the bids, but prior to opening of the bids. The reserve price shall be confidential and shall not be known to bidders.
7. Bid Evaluation and Government Approval – GoI shall evaluate the bids and approve the H1 bidder (highest bidder). The H1 bidder post receipt of security clearance, if any, shall be called the Confirmed Selected Bidder ("CSB").

8. Execution of SPA – A Share Purchase Agreement (“SPA”) shall be executed with the CSB.
9. Approvals of statutory authorities – All requisite approvals from statutory/regulatory authorities to be obtained by the CSB.
10. Open Offer – CSB is required to make an Open Offer to public shareholders to acquire minimum 26% shares of BPCL. The CSB will not be allowed to make the open offer conditional on any minimum level of acceptance. The CSB will be required to put in escrow in cash the entire consideration payable under the open offer assuming full acceptance of the open offer.
11. Payment of Consideration and Transfer of Shares – The details relating to payment of consideration and transfer of shares will be mentioned in the RFP.

## **4.2 Open Offer Guidelines**

BPCL is listed on stock exchanges in India. Securities and Exchange Board of India (“SEBI”) is the regulatory body for stock exchanges in India. Acquisition of majority stake by bidder in BPCL would need to comply with the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (“Takeover Regulations”). Accordingly, bidder will need to offer to acquire additional stake from other shareholders via open offer as per the Takeover Regulations. Key synopsis of the regulations are provided below:

### **Threshold:**

- Acquisition of an aggregate of 25% or more shares or voting rights in a listed entity would trigger an open offer.
- Acquisition of control would trigger an open offer.

### **Open Offer Size:**

Minimum of 26% shares or voting rights of the target company.

### **Open Offer Price:**

Open offer price (payable in Indian rupee) to be the highest of:

- Negotiated price under an agreement;
- Volume-weighted average price paid by the acquirer and persons acting in concert (PAC) in the 52 weeks preceding the public announcement for open offer (“PA”) (which effectively is the date of signing of the SPA);
- Highest price paid by the acquirer or PAC for any acquisition during the 26 weeks preceding the PA;
- Volume weighted average price (VWAP) over the 60 trading days prior to the date of the PA (for frequently traded shares).

### **Timeline:**

Parties to SPA can complete the share sale/purchase after the expiry of 21 working days from the detailed public statement (which must be given within 5 days of the PA).

Payment to public shareholders (who tender in the open offer) must be completed within

57 business days from the date of issue of the PA.

**Escrow:**

An acquirer needs to put in place an escrow arrangement as prescribed in the Takeover Regulations. The acquirer shall need to put in escrow the entire amount of open offer tender.

The arrangement is required to be put in place prior to PA; escrow arrangement would form a key execution step and requires careful planning and preparation.

**Corporate governance:**

Committee of independent directors of the target company to consider & give its reasoned recommendations on open offer. The recommendation to be published prior to opening of the offer period.

Further, the IP must comply with all applicable laws, including the Takeover Regulations during the entire process.

*The above section is based on current regulations, the bidder shall have to abide by the guidelines applicable at the time of open offer.*

## **5 Information for Bidders**

### **5.1 General Restrictions**

Interested Party should not have been subjected to punishment for any criminal act, must not have been convicted by a court of law or have any adverse order passed against it by any other regulatory authority in any matter involving a grave offence and which casts a doubt on its ability to participate in the Proposed Transaction. Further, such entities or their Associate Companies should not have any charge sheet filed against them by any agency of Government of India or any court of law, which involves a matter concerning security and integrity of India. The mere fact that an appeal against any such order mentioned above is pending in any court of law or any regulatory authority will not dilute the disqualification. Additionally, the IP and their Associate Companies should not be party to any existing material disputes or legal proceedings by or against the Company, any of its Subsidiaries, and/or any of its Joint Ventures. Where a bid is submitted by a consortium, the foregoing will apply to each member of the consortium.

### **5.2 Eligibility Criteria**

This section deals with eligibility criteria for IP and the primary eligibility criteria are as follows:

- a) Any private limited company or public limited company registered under Companies Act 1956 or 2013, Limited Liability Partnership (LLP) or SEBI registered Alternative Investment Fund (AIF), or a company/ a fund incorporated outside India, which is eligible to invest in India under the laws of India (subject to such parties obtaining all statutory approvals from GoI/FIFP/RBI etc. by themselves) are eligible to bid either as a sole IP or as part of a consortium.
- b) Management/employees of BPCL, who intend to participate in the Proposed Transaction will be considered in accordance with the guidelines issued by DIPAM as per Annexure XI. Such employees will have to incorporate a company which only can submit the EOI, either itself as a Sole IP or as a member of a consortium. Such company must satisfy the minimum net worth criteria as specified in clause 5.2.1 for a single entity and as per clause 5.2.2 in case of consortium, as the case may be. The net worth shall be assessed on the basis of practicing CA's certificate not older than 3 months from the date of invitation of EOI.
- c) CPSEs and central government owned cooperative societies (i.e. where government ownership is 51% or more) are not eligible to participate in the Proposed Transaction.
- d) An IP, which is required to prepare a profit & loss account, must have reported

profits (profit after tax) in at least 3 (three) out of the last 5 (five) financial years.

In the event that the IP is a sole bidder, and has come into existence as a result of a merger/ demerger/ amalgamation of 2 or more entities, the sum of the profit after tax of such entities should be positive in 3 (three) out of the last 5 (five) financial years.

In the event that the IP is a consortium or a special purpose vehicle, the lead member must have profits (after tax) in at least 3 (three) out of the last 5 (five) financial years.

### **5.2.1 Financial Criteria**

For submitting the EoI and for being considered for subsequent qualification for Stage II of the Proposed Transaction, the IP shall satisfy the following financial criteria:

- a) Net Worth\*: A minimum Net Worth of USD 10 billion (United States Dollar ten billion) as per latest audited financial statement.

This Net Worth criteria may be satisfied either by the IP or by the entity into which the accounts of the IP are consolidated.

### **Definitions**

\*Net Worth means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation. For Limited Liability Partnerships (LLPs), Net Worth shall mean aggregate value of the partner contribution and all reserves created out of the profits, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation. In case of a fund, the net worth shall be considered as 0.25 times of assets under management or committed capital.

Net worth must be calculated on the basis of the latest audited financial statements of an IP (and/or its parent entities, as the case maybe) which shall not be as of a date earlier than 31<sup>st</sup> December 2018. In case the latest audited annual accounts of an IP (and/or its parent entities, as the case maybe) are not available, then the IP shall submit a certificate from its statutory auditor (and/or of its parent entities, as the case maybe) certifying the Net Worth as of a date not earlier than 31<sup>st</sup> December 2018 along with the methodology used for calculating such Net Worth. For funds, a certificate from



Statutory Auditor certifying assets under management or committed capital shall be submitted. Where the financial statements are expressed in a currency other than the US Dollar, the eligible amount as described above shall be computed by taking the equivalent US Dollar at the exchange rates (reference rate as published by Financial Benchmarks India Pvt. Ltd. or any other authentic data source) prevailing on the date of financial statement.

### **5.2.2 Bid as a Consortium**

The IP may bid as a sole bidder or as a consortium. In case of consortium, there should be one Lead Member. The consortium must satisfy the following conditions:

1. The maximum number of members, including Lead Member, in a consortium should be [4 / four].
2. In a consortium, each consortium member must have a minimum Net Worth of USD 1 billion (United States Dollar one billion)
3. The Consortium shall not have more than one (1) lead member (the "Lead Member"). The Lead Member of the Consortium should have minimum equity contribution of (forty percentage/ 40%). A consortium member and its Affiliates, other than the Lead Member, should not have a shareholding, in the aggregate, equal to or greater than the Lead Member. No consortium member, who is not a Lead Member, should have a contribution less than 10%.
4. The combined / cumulative Net Worth of the Consortium should meet the minimum Net Worth criteria mentioned in clause 5.2.1 above, calculated as follows:

*Net Worth of the Consortium = [(Net Worth of Lead Member) + (Net Worth of member 2) + (Net Worth of member 3) + (Net Worth of member 4)].*

5. The Net Worth of the Lead Member should satisfy the minimum Net Worth criteria as per clause 5.2.1 in proportion to its interest in the consortium and shall be tested as follows:

*[(Net worth of Lead Member)] should be greater than or equal to [(minimum Net Worth as per clause 5.2.1) \* (%age shareholding of Lead Member in the consortium)].*

6. In case a Consortium is shortlisted in EoI process and subsequently selected as the strategic investor, it shall be required to incorporate an entity (Investment Vehicle). The shareholding of the consortium members in the Investment Vehicle shall be same as the shareholding of the consortium members in the consortium.

The Lead Member shall be the largest shareholder of such Investment Vehicle with a minimum 40% shareholding.

7. All the members of a consortium shall be jointly responsible and liable for the consortium to fulfill all of its obligations in respect of the EoI. The Lead Member shall, additionally, be severally responsible and liable for the foregoing.
8. The Lead Member cannot be changed during the course of the Proposed Transaction.
9. A member of a consortium cannot participate simultaneously as a part of another consortium or as a Sole Bidder.
10. Change in consortium is permitted as per the following conditions. Change may include addition of a new member, removal of a member, or change in shareholding of members.
  - a. A qualified IP who has submitted an EoI independently and wishes to form a consortium for final bid, shall be permitted to form a consortium with such IP acting as Lead Member, within 45 days from the date of intimation to the IP of being qualified as a QIP, subject to submission of required documents had the consortium been formed at the outset. Additionally, each of the consortium members should be qualified as required in this document as applicable had the consortium been formed at the outset.
  - b. In case an IP has submitted an EoI as a consortium, then a one-time change to the consortium shall be permitted within 45 days from the date of intimation to the IP of being qualified as a QIP. This shall include permitting of a change where the Lead Member of a consortium would like to continue as a Sole Bidder without the other members of the consortium.
  - c. In case where two Sole Bidders have been qualified based on the EoI submitted by each of the Sole Bidders, the formation of a Consortium by the Sole Bidders shall not be permitted. Similarly, in case two consortiums are qualified based on the EoI submitted, then consolidation into a single consortium shall not be permitted.
  - d. The IP shall have to apply for such change to the TA. The TA may grant approval to such a consortium subject to new proposed consortium member meeting the eligibility criteria and the following:
    - i. The change shall be permitted only once per consortium.
    - ii. No change in Lead Member shall be allowed.

iii. Jumping from one consortium to another shall not be permitted.

The table below provides few examples of meeting Financial Criteria for consortium with 2 members.

Case	Member 1 (Lead member)	Member 2	Eligibility
1	Stake in Consortium : 51% Net Worth/AUM : USD 4 Bn	Stake in Consortium : 49% Net Worth/AUM: USD 10 Bn	<b>Consortium does not qualify as per Clause 5.2.2 (5)</b> The Net Worth of the Lead Member is not meeting proportionate requirement of 51% of USD 10 Bn, i.e. USD 5.1 Bn
2	Stake in Consortium : 51% Net Worth/AUM : USD 10 Bn	Stake in Consortium : 49% Net Worth/AUM: USD 0.5 Bn	<b>Consortium does not qualify as per Clause 5.2.2 (2)</b> The Net Worth of a consortium member is not meeting USD 1 Bn Net Worth requirement
3	Stake in Consortium : 39% Net Worth/AUM : USD 10 Bn	Stake in Consortium : 61% (along with affiliates) Net Worth/AUM: USD 10 Bn	<b>Consortium does not qualify as per Clause 5.2.2 (3)</b> The minimum share of lead member is not met and shareholding of other member including affiliates is higher than the lead member
4	Stake in Consortium : 55% Net Worth/AUM : USD 8 Bn	Stake in Consortium : 45% Net Worth/AUM: USD 2 Bn	<b>Consortium qualifies as per Clause 5.2.1 and 5.2.2</b> The minimum net worth of consortium and proportionate net worth of lead member is met. Additionally, lead member holds more than 40% and other consortium member share is lower than lead member.

The table below provides few examples of meeting Financial Criteria for consortium with 4 members.

Case	Member 1 (Lead member)	Member 2	Member 3	Member 4	Eligibility
1	<b>Stake in Consortium</b> : 40%  <b>Net Worth/AUM</b> : USD 7 Bn	<b>Stake in Consortium</b> : 30%  <b>Net Worth/AUM:</b> USD 2 Bn	<b>Stake in Consortium</b> : 25%  <b>Net Worth/AUM</b> : USD 1 Bn	<b>Stake in Consortium</b> : 5%  <b>Net Worth/AUM</b> : USD 0.5 Bn	<b>Consortium does not qualify as per Clause 5.2.2 (2) and Clause 5.2.2 (3)</b>  The Net Worth of one consortium member i.e. Member 4 is not meeting min USD 1 Bn criteria and min 10% criteria
2	<b>Stake in Consortium</b> : 40%  <b>Net Worth/AUM</b> : USD 4 Bn	<b>Stake in Consortium</b> : 30%  <b>Net Worth/AUM:</b> USD 2.5 Bn	<b>Stake in Consortium</b> : 20%  <b>Net Worth/AUM</b> : USD 2 Bn	<b>Stake in Consortium</b> : 10%  <b>Net Worth/AUM</b> : USD 1 Bn	<b>Consortium does not qualify as per Clause 5.2.1 and 5.2.2 (2)</b>  The cumulative Net Worth of the consortium does not meet min net worth requirement
3	<b>Stake in Consortium</b> : 39%	<b>Stake in Consortium</b> : 21%	<b>Stake in Consortium</b> : 20%	<b>Stake in Consortium</b> : 20%	<b>Consortium does not qualify as :</b>

Case	Member 1 (Lead member)	Member 2	Member 3	Member 4	Eligibility
	<b>Net Worth/AUM</b> : USD 4 Bn	<b>Net Worth/AUM:</b> USD 2 Bn	(affiliate of Member 2) <b>Net Worth/AUM:</b> USD 2 Bn	(affiliate of Member 2) <b>Net Worth/AUM:</b> USD 2 Bn	<b>Clause 5.2.2 (3)</b> The minimum lead member share requirement is not met and shareholding of other member including affiliates is higher than the lead member
4	<b>Stake in Consortium</b> : 40% <b>Net Worth/AUM</b> : USD 5 Bn	<b>Stake in Consortium</b> : 20% <b>Net Worth/AUM:</b> USD 3 Bn	<b>Stake in Consortium</b> : 20% <b>Net Worth/AUM</b> : USD 1 Bn	<b>Stake in Consortium</b> : 20% <b>Net Worth/AUM</b> : USD 1 Bn	<b>Consortium qualifies as per Clause 5.2.1 and 5.2.2</b> The minimum net worth of consortium and proportionate net worth of lead member is met. Additionally, lead member holds 40% and other consortium member share is lower than lead member.

### 5.3 Lock in of shares and other restrictions

The CSB could be required to undertake certain obligations relating to certain matters, such as, employee protection, asset stripping, business continuity, lock-in of the shares acquired in the Proposed Transaction, and/or shareholding of consortium members in the Investment Vehicle. These conditions, and those relating to the respective responsibilities and liabilities of the CSB and the consortium members (if any), shall be specified in the RFP / SPA.

### 5.4 Foreign Direct Investment (“FDI”) Policy

The prevailing FDI policy in relation to the Oil and Gas sector as per Department of Industrial Policy & Promotion (DIPP), GoI, has been provided below:

**Figure 8 – FDI Policy**

Para No. of Consolidated FDI Policy Circular	Sector/Activity	% of Equity/ FDI Cap	Entry Routes
<b>5.2.4.1</b>	Exploration activities of oil and natural gas fields, infrastructure related to marketing of petroleum products and natural gas, marketing of natural gas and petroleum products, petroleum product pipelines, natural gas/pipelines, LNG Regasification infrastructure, market study and formulation and Petroleum refining in the private sector, subject to the existing sectoral policy and regulatory framework in the oil marketing sector and the policy of the Government on private participation in exploration of oil and the discovered fields of national oil companies.	100%	Automatic
<b>5.2.4.2</b>	Petroleum refining by the Public Sector Undertakings (PSU), without any disinvestment or dilution of domestic equity in the existing PSUs.	49%	Automatic

Source: DIPP

If the Bidder is a foreign company/entity/consortium, it shall ensure compliance with the sectoral caps on the FDI in accordance with the prevailing FDI Policy and the guidelines, rules, regulations, circulars, master circulars etc. issued by the Reserve Bank of India in terms of the Foreign Exchange Management Act, 1999 as may be amended, supplemented or revised from time to time. Further, the Bidder shall undertake the due diligence to ensure that it meets the extant FDI policies / norms/guidelines, rules, regulations, circulars, master circulars etc. and all required approvals from the

Department for Promotion of Industry and Internal Trade, Government of India in compliance with the policies /norms/guidelines, rules, regulations, circulars, master circulars etc. shall be obtained prior to the completion of the disinvestment process.

## **5.5 Instructions for Submission of EoI**

The interested parties seeking to acquire stakes in public sector enterprises through the process of disinvestment issued by DIPAM, GoI are requested to refer to the guidelines for qualification of bidders as more particularly set out in Annexure X.

1. This invitation of EoI along with annexures will be uploaded on the following website(s):  
[www.bharatpetroleum.in](http://www.bharatpetroleum.in);  
[www.petroleum.nic.in](http://www.petroleum.nic.in);  
[www.dipam.gov.in](http://www.dipam.gov.in);  
[www2.deloitte.com/in](http://www2.deloitte.com/in)

Following receipt of invitation of EoI, IPs are required to respond in the format as detailed in this invitation of EoI.

2. The modalities related to the visit and due diligence will be communicated to the qualified IPs in due course after shortlisting of EoIs.
3. The IPs shall carry out their own due diligence, surveys, investigations, examination independent assessment and appraisal of BPCL and the Proposed Transaction before submitting the EoI. The GoI/BPCL/TA or their respective consultants, agents, officials, advisors and employees make no representations, in relation thereto, and shall not be liable in any manner whatsoever. The IPs shall bear all costs associated with the due diligence, preparation and submission of the EoI and the bid. BPCL, GoI and TA shall not, under any circumstances be responsible or liable for any such costs, whether direct, incidental or consequential.
4. IPs shall have satisfied themselves of their queries before participating in the Proposed Transaction. GoI, TA and BPCL reserve the right not to respond to questions raised or provide clarifications sought, in their sole discretion. Nothing in this document shall be taken or read as compelling or requiring the GoI, TA and/or BPCL to respond to any question or to provide any clarification. No extension of any time and date referred to in this invitation of EoI shall be granted on the basis or grounds that the GoI or TA or BPCL have not responded to any question/ provided any clarification.
5. Details regarding the process post short-listing based on the EoIs submitted will be subsequently shared with the QIPs in the RFP.

6. EoIs are liable to be rejected by GoI/TA if IPs fail to meet the eligibility criteria as specified in section titled 'Eligibility Criteria' and/or are disqualified in accordance with the conditions specified in section titled 'Disqualification' in this invitation of EoI or for any other reason deemed fit, or even without communicating any reason whatsoever.
7. In case an IP is satisfying the Eligibility Criteria based on the Net Worth of the entity into which the accounts of the IP are consolidated, the criteria for qualification and disqualification shall also be applicable to such entity apart from the IP, and such entity shall also provide all the declarations in the formats required as part of EoI.
8. GoI reserves the right to withdraw, cancel, defer, from the Proposed Transaction, to accept or reject any or all EoIs at any stage of the Proposed Transaction and/modify the process or any part thereof or to vary any terms at any time without communicating any reason whatsoever. In such an event, no financial obligation whatsoever shall accrue to GoI, the Company, the TA or any of their respective officers, employees, advisors or agents.
9. At any time prior to the Due Date for submission of EoI, GoI may, for any reason, whether at its own initiative or in response to clarifications requested by any IP, modify the invitation of EoI by the issuance of addendum.
10. The GoI reserves the right to additionally seek any documents, information, indemnities, warranties, representations or performance obligations from the IPs or any of their related entities to GoI's sole satisfaction without any liability to the TA, GoI and BPCL.
11. The IP shall provide all the information sought in this invitation of EoI or as requested during the transaction process. The TA may evaluate only those EoIs that are received in the required formats and complete in all respects. The EoI shall be typed and signed in indelible blue ink by the authorised signatory of the IP. The IPs shall submit the EoI by mentioning the page number on each document and to be submitted in sequence specified in clause 11 below. The EoI and all related correspondence and documents in relation to the EoI shall be in English language. All the alterations, omissions, additions or any other amendments made to the EoI shall be initialed by the person(s) signing the EoI.
12. Documents comprising the EoI.
  - (i) The IP shall submit the EoI in hard bound. The hard bound EoI shall be submitted in one original and one copy form. The IP shall also submit a copy of complete EoI in electronic form (soft copy) in a pen drive. The EoI must be



signed by a duly authorized representative of the IP. The IP shall also be required to submit a Power of Attorney (in the form enclosed in **Annexure VIII**) authorizing the signatory of the EoI to commit the IP.

(ii) The contents of EoI shall be as under:

Sr. No.	Documents
1	Annexure I (a)- Expression of Interest from Sole IP
2	Annexure I (b)- Expression of Interest from Consortium
3	Annexure II (a)- Authorization from IP submitting as a Sole IP
4	Annexure II (b)- Authorization from IP submitting as a Consortium
5	Annexure III- Affidavit for Certification of Documents
6	Annexure IV- Request for Qualification
7	Annexure V- Declaration
8	Annexure VII- Deed of Confidentiality Undertaking
9	Annexure VIII- Power of Attorney for Lead Member of the Consortium
10	Annexure IX- Consortium Agreement
11	A certificate duly signed by Company Secretary/ any other officer in charge of legal affairs, stating that [IP/each consortium member] is eligible to participate in the proposed Sale in terms of Clause _____ of its Memorandum and Articles of Association/_____ (name of Document of Constitution as may be applicable). (Specific provision may be reproduced in certificate).
12	A certificate duly signed by Company Secretary/ any other officer in charge of legal affairs, stating that [IP/each consortium member] is eligible to participate in the proposed Sale in terms of guidelines issued by DIPAM vide No. 3/9/2016-DD-II-B Dated: 28 <sup>th</sup> September, 2017
13	A certificate duly signed by Company Secretary/ any other officer in charge of legal affairs, for shareholding pattern.
14	Statutory auditor's certificate certifying the Net Worth, as defined in the Eligibility criteria along with a detailed calculation of the Net Worth. In case the latest audited annual accounts of an IP are not available then the IP shall submit a certificate from its statutory auditor certifying the Net Worth along with the methodology used for calculating such Net Worth.
15	A certified true copy of Memorandum of Association, Articles of Association, Certificate of Incorporation, Certificate of Commencement of Business.

### 13.Submission of EoI

(i) Two sets of all the documents listed in in this PIM should be submitted on or before the EoI Due Date to the TA in two separate sealed envelopes in the following manner:

- Envelope 1: Envelope 1 should contain all the originally signed documents (as listed above) and should be sealed and duly superscribed as "Private and Confidential – Expression of Interest for the strategic sale of BPCL - Original".
- Envelope 2: Envelope 2 should contain a copy of all the originally signed documents (as listed above) and should be sealed and duly superscribed as "Private and Confidential – Expression of Interest for the Strategic Sale of BPCL - Copy".

Both the envelopes shall clearly indicate the name and address of the IP. Envelope 1 and Envelope 2 along with pen drive containing soft copy of documents contained therein shall then be placed in a third envelope ("Envelope 3"), which shall be sealed and duly superscribed as "Private and Confidential – Expression of Interest for the Strategic Sale of BPCL" and shall clearly indicate the name and address of the IP.

In addition, the EoI Due Date should be indicated on the right hand top corner of the envelope.

- (ii) The envelope shall be addressed to the following and shall be submitted at the respective address:

Mr. Sumit Khanna  
 Deloitte Touche Tohmatsu India LLP  
 Indiabulls Finance Center, Tower 3, 27th Floor,  
 Elphinstone Mill Compound, Senapati Bapat Marg,  
 Elphinstone Road (W), Mumbai – 400013, India

- (iii) If the envelope is not sealed and marked as instructed above, the GoI/TA assumes no responsibility for the misplacement or premature opening of the contents of the EoI submitted and consequent losses, if any, suffered by the IP. Any submission made shall be rejected if it is not marked as per the instructions mentioned in this invitation of EoI.
- (iv) EoI submitted by fax, telex, or e-mail shall not be entertained and shall be summarily rejected.
- (v) All enquiries related to the Transaction should be addressed to the representative of TA mentioned above.

## **5.6 Disqualification**

Without prejudice, an IP may be disqualified and its EoI dropped from further consideration for any (but not limited to) of the reasons listed below:

1. The GoI/TA may not consider for the purpose of qualification, any EoI which has been found to be incomplete in content or attachments or authenticity.

2. Without prejudice, the GoI / TA reserves the right to disqualify any IP and exclude its EoI from further consideration for any of the following reasons including without limitation those listed below:
- i. Misrepresentation/false statement is made by the IP or any member of a Consortium in the EoI, at any stage of the Transaction, whether in the EoI, the financial bid, supporting documentation or otherwise and whether written or oral.
  - ii. If the EoI submitted by the IP is in any respect inconsistent with, or demonstrate any failure to comply with, the provisions of the invitation of EoI.
  - iii. Failure by IP/ any Consortium member to provide necessary and sufficient information required to be provided in the EoI.
  - iv. Submission of EoI in respect of any IP/ Consortium, where such IP or member had already submitted an EoI or is a member of another Consortium, which has already submitted an EoI in which case, all such EoIs shall be rejected.
  - v. The IPs not satisfying the eligibility and requisite qualification criteria specified in this invitation of EoI and hence not eligible.
  - vi. Failure by the IP to comply with any reasonable requests of the GoI and/or the TA in relation to the Proposed Transaction.
  - vii. If it is discovered at any time that an IP, any of the consortium members, and/or any Promoter of an IP or of any of the consortium members are subjected to winding up/insolvency/bankruptcy or other proceedings of a similar nature.
  - viii. Any information relating to the IP and/or any consortium member which becomes known that is detrimental to the national security and/or public interest and/or national interest and/or Proposed Transaction and/or the interests of BPCL and/or GoI.
  - ix. Initiation or existence of any legal proceedings, by or against the IP and/or any consortium member in respect of BPCL and/or its joint ventures or subsidiaries, which proceeding may be prejudiced by the participation of the IP in the selection process.
  - x. The IP, any consortium member, and/or any of their respective Promoters or parent companies or subsidiaries does not satisfy the requirements of qualification or is disqualified under the Government of India office memorandum No. 3/9/2016-DD-II-B Dated: 28th September, 2017, (refer **Annexure X**), as amended from time to time.
  - xi. Non fulfilment of any other condition as listed in the EoI including breach of Confidentiality Undertaking as per the document.
  - xii. Any charge-sheet by any Governmental Authority / conviction by a court of law

for an offence relating to the national security and/or national integrity of India committed by the IP, any consortium member, and/or by any of their respective Associate Companies or any of their Promoters, Promoter Group and directors.

- xiii. Any condition or qualification or any other stipulation inserted by the IP in the EoI may render the EoI liable to rejection.
- xiv. If any IP, consortium member, Promoters or Promoter Group or directors of such IP and/or consortium members which are:
  - i. debarred from accessing or operating in the capital markets or restrained from buying, selling or dealing in securities under any order or direction passed by any Governmental Authority;
  - ii. appearing in the RBI list of Wilful Defaulters;
- xv. If the IP and/or any consortium member does not satisfy any of the requirements as may be issued by the GoI by way of notifications / issue of guidelines / circulars or such similar notifications from time to time including any conditions of disqualifications the EoI submitted by such IP shall be disqualified.
- xvi. All entities that have been debarred/ banned/ blacklisted by any Governmental Authority, from time to time.
- xvii. IP and/or any consortium member which are:
  - a. Erstwhile OCBs which are incorporated outside India and are under the adverse notice of RBI;
  - b. Prohibited or restricted from investing in CPSE basis their status / sector in which CPSE operates under the Foreign Exchange Management Act, 1999 or any regulations made thereunder and including the provisions of the Consolidated FDI Policy. It being clarified that sectors where government approval is required will not be considered as 'restricted' from investing.

“OCBs” mean a company, partnership firm, society and other corporate body owned directly or indirectly to the extent of at least sixty per cent by Non-Resident Indians and includes overseas trust in which not less than sixty percent beneficial interest is held directly or indirectly by Non-resident Indians directly or indirectly but irrevocably, which was in existence as on the date of commencement of the Foreign Exchange Management (Withdrawal of General Permission to Overseas Corporate Bodies (OCBs) Regulations, 2003 and immediately prior to such commencement was eligible to undertake transactions pursuant to the general permission granted under Foreign Exchange Management Regulation Act, 1999.
- xviii. If IPs, directly or indirectly, communicate with any officer/employee of DIPAM or MoPNG or BPCL in relation to the Proposed Transaction after invitation for EoI.
- xix. If IPs, directly or indirectly, disclose the intent/willingness to participate as an Interested Party (IP) in EoI process to any officer/employee of DIPAM or MoPNG or

BPCL at any time from the date of issue of this invitation of EoI.

3. If any information becomes known after the IP has been qualified to receive the access to data room and RFP, which information would have entitled the GoI /TA to reject or disqualify the EoI of relevant IP, the GoI /TA reserves the right to reject the IP at the time or at any time after such information becomes known to the GoI /TA. Where the IP is a consortium, GoI /TA may disqualify the entire Consortium, even if it applied to only one member of the Consortium.
4. Where an IP is a consortium, the (in) eligibility and (dis)qualification criteria in this section apply to all members of the IP. Thus, for the avoidance of doubt, if any of the members of the Consortium is ineligible or disqualified, all the members of the Consortium and the IP itself will automatically stand disqualified and considered ineligible.
5. An IP and each of member of a consortium must be eligible and qualified, as per criteria mentioned in this invitation of EoI, on the date of submission of the EoI and must continue to be eligible and qualified throughout until the consummation of the Proposed Transaction. IP shall have the obligation to immediately notify the TA on its becoming ineligible at any time during the process. In the event of any IP or consortium member becoming ineligible or disqualified, such IP shall not be permitted to continue to participate in the process.
6. Determination by the GoI /TA that any one or more of the events specified in this section 5.6 has occurred shall be final and conclusive.

## **5.7 Approvals**

The IP shall be responsible for obtaining all the applicable approvals to complete the Transaction within a specified time limit. For the purpose of this Transaction, the IP shall ascertain the applicability and implication of all laws pertaining to the Transaction and shall ensure compliance with all the applicable laws.

## **5.8 Late EoIs**

Submission of any EoI after the prescribed date and time at Clause 4.1 may not be considered and the EoI shall be summarily rejected.

## **5.9 Substitution/ Withdrawal of EoI**

The IP may substitute or withdraw its EoI after submission prior to the EoI Due Date. No EoI can be substituted or withdrawn by the IP on or after the EoI Due Date & Time.

## **5.10 Evaluation of EoI.**

The TA will subsequently examine and evaluate all the EoIs in accordance with the provisions of invitation of EoI based on the guidance by DIPAM and GoI.

### **5.11 Rejection of EoI**

- (i) Notwithstanding anything contained in this invitation of EoI, the GoI reserves the right to reject any or all EoIs on any grounds including, the grounds of national interest, national security, public interest or any other grounds without communicating any reasons thereof and without any liability or any obligation for such rejection.
- (ii) The GoI may also annul the EoI process and/or reject all EoIs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without communicating any reasons thereof. In the event that the GoI rejects or annuls any of all the EoIs, it may, in its discretion, invite fresh EoIs hereunder.
- (iii) The GoI reserves the right not to proceed with the EoI Process at any time, without notice or liability, and to reject any or all of the EoI without communicating any reasons.

### **5.12 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the IPs shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the GoI in relation to, or matters arising out of, or concerning the EoI process.

The TA and the IP will treat all information, submitted as part of the EoI, in confidence and will require all those who have access to such material to treat the same in confidence to the same extent as the IP itself is bound. The TA shall not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the GoI or as may be required by law or in connection with any legal process.

No IP and any consortium member shall make any public announcement about their participation in the Proposed Transaction without prior written permission from GoI. However, in the event any IP and/or consortium member is required to make any disclosure to comply with the requirements of applicable law or the regulations of any stock exchange, they shall limit such announcement only to the extent strictly required and shall give prior written intimation to the GoI and TA.

### **5.13 Other**

- a) The documents provided as part of the EoI shall be considered as part of the contract documents in the case of successful bid.
- b) All financial statements or data to be derived therefrom referred herein shall mean on a consolidated basis and where consolidated financial statements are not required to be prepared by the entity, such financial statements or data derived

therefrom shall mean on a standalone basis.

- c) The detailed terms specified in the definitive agreements shall have overriding effect; provided, however, that any conditions or obligations imposed on the IP hereunder shall continue to have effect in addition to its obligations under the definitive agreements.
- d) The documents including this invitation of EoI and all attached documents are and shall remain or become the properties of the GoI and are transmitted to the IPs solely for the purpose of preparation and the submission of an EoI in accordance herewith. IPs shall not use such documents/information for any purpose other than for preparation and submission of their EoI.
- e) A draft of the Deed of Confidentiality Undertaking (CU) has been provided in **Annexure VII**. Shortlisted IPs shall be required to execute the CU before they can get access to DR and the RFP.
- f) The IPs shall provide certificates, undertakings, Earnest Money Deposit (EMD) or such similar documents for such amounts and on such terms and conditions prior to submission of the financial bid in Stage II as may be informed by the GoI.
- g) Unless otherwise specified, a certified true copy (duly verified by a notary) of the supporting documents shall be submitted.
- h) The GoI, Company, and the TA shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the invitation of EoI including any error or mistake therein or in any information or data given by the TA.
- i) The GoI and the TA reserve the right to verify all statements, information and documents submitted by the IP in response to the EoI and the IP shall, when so required by the GoI/TA, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the GoI/TA shall not relieve the IP of its obligations or liabilities hereunder nor will it affect any rights of the GoI/TA thereunder.
- j) The Proposed Transaction will be subject to applicable statutory and regulatory restrictions and approval requirements.

#### **5.14 Security Clearance**

Necessary security clearance, if required, shall be taken as per extant instructions of the Government of India.

#### **5.15 Governing Law/ Jurisdiction**

The interested parties acknowledge that this PIM is not a legally binding document. Any and all disputes relating to, arising out of, or in connection with, the terms of this PIM and/or the Proposed Transaction shall be governed by the Laws of Republic of India. The courts of New Delhi shall have exclusive jurisdiction.

## **ANNEXURE I – EXPRESSION OF INTEREST**

### **Annexure I (a) - Expression of Interest from Sole IP**

(On the letterhead of the IP submitting the EoI)

To,  
Mr. Sumit Khanna  
Partner  
Deloitte Touche Tohmatsu India LLP  
Indiabulls Finance Center, Tower 3,  
27th Floor, Elphinstone Mill Compound,  
Senapati Bapat Marg, Elphinstone Road (W),  
Mumbai-400 013, India

Reference No. \_\_\_\_\_

Date \_\_\_\_\_

Sub: GLOBAL INVITATION FOR EXPRESSION OF INTEREST FOR STRATEGIC  
DISINVESTMENT OF 1,14,91,83,592 EQUITY SHARES (52.98%) HELD BY  
GOVERNMENT OF INDIA IN BHARAT PETROLEUM CORPORATION LIMITED  
[EXCEPT BPCL's 61.65% STAKE IN NUMALIGARH REFINERY LTD.]

Sir,

This is with reference to the advertisement dated [●] ("Advertisement") inviting Expression of Interest ("EoI") for sale by the Government of India ("GoI") of such number of shares representing 52.98 percent (%) of the equity share capital of Bharat Petroleum Corporation Limited ("Company"), a company registered under the Companies Act, 1956 having its registered office at Bharat Bhavan, P. B. No. 688, 4 & 6 Currimbhoy Road, Mumbai, Maharashtra - 400 001, India ("Strategic Disinvestment").

We have read and fully understood the contents and requirements of the Advertisement and the Preliminary Information Memorandum dated [●] ("PIM") and are desirous of participating in the Strategic Disinvestment. Terms used herein but not defined shall have the meaning ascribed to them in the PIM.

Accordingly, for this purpose we address you as follows:

1. We \_\_\_\_\_ (insert name of interested party) having our registered office at \_\_\_\_\_ (insert registered address of interested party) propose to submit our EoI as a sole "Interested Party".
2. We are interested in bidding for the proposed divestment by the GoI of its equity stake in the Company.
3. We understand the instructions of the PIM and confirm that we satisfy the eligibility criteria detailed in the Advertisement and the PIM.
4. We confirm and represent that we have the requisite corporate authorisation to submit this EoI.



5. We certify that there are no existing material dispute(s) or legal proceeding(s) by or against us and/ or our Associates Companies in respect of Bharat Petroleum Corporation Limited and/or its joint ventures or subsidiaries.
6. We further certify that neither have we been convicted or indicted by any court of law, nor has any adverse order been passed against us by a regulatory authority which would cast a doubt on our ability to manage the Company following the Strategic Disinvestment, or which relates to a grave offence that outrages the moral sense of the community.
7. We further certify that in regard to matters relating to security and integrity of India, neither has any charge sheet been issued/filed by any agency of the GoI against us or any of our Associate Companies nor have we been convicted by a court of law for any offence committed by us or by any of our Associate Companies.
8. We further certify that no investigation by a regulatory authority<sup>#</sup> is pending either against us or against any of our Associate Companies, or against any of our directors, CEO or other key managerial personnel.
9. In the event any of the grounds of disqualification in terms of the PIM become applicable to us during the pendency of the process of Strategic Disinvestment, owing to changes in facts or circumstances, we undertake to immediately intimate the Transaction Advisor and the GoI.
10. We confirm that we are not a Government Company under the (Indian) Companies Act 2013.
11. We certify that in terms of the PIM, our Net worth as on \_\_\_\_\_ is USD ..... (USD..... in words).
12. We shall be glad to receive further communication on the subject.

For and on behalf of: (Name of the Interested Party)  
 \_\_\_\_\_ (Signature of Authorised Signatory)  
 \_\_\_\_\_ (Name of Authorised Signatory)  
 \_\_\_\_\_ (Designation of Authorised Signatory)

Enclosure:

1. Authorization from IP submitting as Sole IP
2. Request for Qualification
3. Affidavit for Certification of Documents
4. Declaration
5. Deed of Confidentiality Undertaking

#The investigation by regulatory authority shall be limited to the following: (a) investigation pending against them, by a regulatory authority, which if decided against the bidder, may disqualify the bidder in terms of Clauses (a) & (b) of the Office Memorandum of DIPAM dated 28 September 2017; and (b) investigation pending against them, by a regulatory authority, which if decided against the bidder, may disqualify the bidder in terms of the eligibility criteria prescribed in the PIM. The copy of Office Memorandum of DIPAM dated 28 September 2017 is annexed as annexure X to DIPAM Guidance Note-1 ON Strategic Disinvestment (annexed herewith for reference).

**Note:** In case any investigation is pending in case which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) of the Office Memorandum or the eligibility criteria prescribed in the EoI against the bidder or the concern in which the bidder has substantial interest or against its CEO or any of its Directors/ KMP, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government

**Annexure I (b) - Expression of Interest from Consortium IP**

(On the letterhead of the Lead Member submitting the EoI)

To,

Mr. Sumit Khanna  
Partner  
Deloitte Touche Tohmatsu India LLP  
Indiabulls Finance Center, Tower 3,  
27th Floor, Elphinstone Mill Compound,  
Senapati Bapat Marg, Elphinstone Road (W),  
Mumbai-400 013, India

Reference No. \_\_\_\_\_

Date \_\_\_\_\_

Sub: GLOBAL INVITATION FOR EXPRESSION OF INTEREST FOR STRATEGIC  
DISINVESTMENT OF 1,14,91,83,592 EQUITY SHARES (52.98%) HELD BY  
GOVERNMENT OF INDIA IN BHARAT PETROLEUM CORPORATION LIMITED  
[EXCEPT BPCL's 61.65% STAKE IN NUMALIGARH REFINERY LTD.]

Sir,

This is with reference to the advertisement dated [●] ("Advertisement") inviting Expression of Interest ("EoI") for sale by the Government of India ("GoI") of such number of shares representing 52.98 percent (%) of the equity share capital of Bharat Corporation Limited ("Company"), a company registered under the Companies Act, 1956 having its registered office at Bharat Bhavan, P. B. No. 688, 4 & 6 Currimbhoy Road, Mumbai, Maharashtra-400 001, India ("Strategic Disinvestment").

This communication has been issued by us in our capacity as the Lead Member (as defined below) for and on behalf of the Consortium (as defined below). All statements below are made for and on behalf of members of the Consortium. Hence, all references to "we" and "us" refers to each member of the Consortium.

We have read and fully understood the contents and requirements of the Advertisement and the Preliminary Information Memorandum dated [●] ("PIM") and are desirous of participating in the Strategic Disinvestment. Terms used herein but not defined shall have the meaning ascribed to them in the PIM.

Accordingly, for this purpose, we address you as follows:

1. We have formed a consortium comprising of [\_\_\_\_] members as follows ("Consortium"):
  - 1.1 [●] holding [●] % shareholding in the Consortium;
  - 1.2 [●] holding [●] % shareholding in the Consortium; and
  - 1.3 [●] holding [●] % shareholding in the Consortium.
2. We have agreed that [●] shall act as the Lead Member of the Consortium ("Lead Member").

3. We are interested in bidding for the proposed divestment by the GoI of its equity stake in the Company.
4. We understand the instructions under the PIM and confirm that we satisfy the eligibility criteria detailed in the Advertisement and the PIM.
5. We confirm and represent that we have the requisite corporate authorisation to submit this EoI.
6. We certify that there are no existing material dispute(s) or legal proceeding(s) by or against us and/ or our Associates Companies in respect of Bharat Petroleum Corporation Limited and/or its joint ventures or its subsidiaries.
7. We further certify that neither have we been convicted or indicted by any court of law, nor has any adverse order been passed against us by a regulatory authority which would cast a doubt on our ability to manage the Company following the Strategic Disinvestment, or which relates to a grave offence that outrages the moral sense of the community.
8. We further certify that in regard to matters relating to security and integrity of India, neither has any charge sheet been issued/filed by any agency of the GoI against us or any of our Associate Companies nor have we been convicted by a court of law for any offence committed by us or by any of our Associate Companies.
9. We further certify that no investigation by a regulatory authority<sup>#</sup> is pending either against us or against our Associate Companies, or against any of our directors, CEO or other key managerial personnel.
10. In the event any of the grounds of disqualification in terms of the PIM become applicable to us during the pendency of the process of Strategic Disinvestment, owing to changes in facts or circumstances, we undertake to immediately intimate the Transaction Advisor and the GoI.
11. We confirm that none of the Consortium members is a Government Company under the (Indian) Companies Act, 2013.
12. We certify that in terms of the EoI, our collective Net Worth as on \_\_\_\_\_ is USD ..... (USD..... in words).
13. We shall be glad to receive further communication on the subject.

Thank you.  
Yours sincerely,

For and on behalf of: (Name of the Interested Party)

\_\_\_\_\_ (Signature of Authorised Signatory)

\_\_\_\_\_ (Name of Authorised Signatory)  
\_\_\_\_\_ (Designation of Authorised Signatory)

Enclosure:

1. Authorisation from IP submitting as a Consortium
2. Request for Qualification
3. Affidavit for Certification of Documents
4. Declaration
5. Deed of Confidentiality Undertaking
6. Consortium Agreement
7. Power of Attorney for the Lead Member of the Consortium

#The investigation by regulatory authority shall be limited to the following: (a) investigation pending against them, by a regulatory authority, which if decided against the bidder, may disqualify the bidder in terms of Clauses (a) & (b) of the Office Memorandum of DIPAM dated 28 September 2017; and (b) investigation pending against them, by a regulatory authority, which if decided against the bidder, may disqualify the bidder in terms of the eligibility criteria prescribed in the PIM. The copy of Office Memorandum of DIPAM dated 28 September 2017 is annexed as annexure X to DIPAM Guidance Note-1 ON Strategic Disinvestment (annexed herewith for reference).

**Note:** In case any investigation is pending in case which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) of the Office Memorandum or the eligibility criteria prescribed in the EoI against the bidder or the concern in which the bidder has substantial interest or against its CEO or any of its Directors/ KMP, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government

## **ANNEXURE II – AUTHORISATION FROM IPS**

### **Annexure II(A) – Authorisation from IP Submitting as Sole IP**

(On the letterhead of the IP)

To,

Mr. Sumit Khanna  
Partner  
Deloitte Touche Tohmatsu India LLP  
Indiabulls Finance Center, Tower 3,  
27th Floor, Elphinstone Mill Compound,  
Senapati Bapat Marg, Elphinstone Road (W),  
Mumbai-400 013, India

Reference No. \_\_\_\_\_

Date \_\_\_\_\_

Sub: GLOBAL INVITATION FOR EXPRESSION OF INTEREST FOR STRATEGIC  
DISINVESTMENT OF 1,14,91,83,592 EQUITY SHARES (52.98%) HELD BY  
GOVERNMENT OF INDIA IN BHARAT PETROLEUM CORPORATION LIMITED  
[EXCEPT BPCL's 61.65% STAKE IN NUMALIGARH REFINERY LTD.]

Sir,

This is with reference to the advertisement dated [●] ("Advertisement") inviting Expression of Interest ("EoI") for strategic disinvestment of such number of shares representing 52.98 percent (%) of the equity share capital of Bharat Petroleum Corporation Limited ("Company"), a company registered under the Companies Act, 1956 having its registered office at Bharat Bhavan, P. B. No. 688, 4 & 6 Currimbhoy Road, Mumbai, Maharashtra-400 001, India ("Strategic Disinvestment").

1. We have read and fully understood the contents and requirements of the Advertisement and the Preliminary Information Memorandum dated [●] ("PIM") and are desirous of participating in the Strategic Disinvestment.
2. [●] (insert name and designation of individual) ("Representative") has been duly authorized to submit the EoI for and on behalf of (insert name of IP) and to act as our representative for all matters related there to.
3. The Representative is vested with the requisite power and authority to furnish this letter and Form A along with all the documents to be submitted pursuant to the PIM/EoI and authenticate the same.
4. The certified extract of the resolution of our board of directors dated [\*] approving our participation in the Strategic Disinvestment and giving the necessary authority to the Representative in connection therewith is enclosed.

(In case of entities having PAN and TAN registration in India)

Our PAN number is \_\_\_\_\_.

Our TAN number is \_\_\_\_\_.

(In case of entities not having PAN and TAN registration in India)

- Name, Email-ID, contact number
- Address in the country of residence
- Country of tax residency
- Tax Identification Number ('TIN') in the country of residence; if no TIN is being issued, any other unique identification number issued by the government of such country

Sincerely

For and on behalf of: (Name of the Interested Party)

Name:

Designation:

Enclosure: Certified extract of the resolution of the board of directors dated [\*]

**Annexure II (B) – Authorisation from IP Submitting as Consortium of IPs**  
(On the letterhead of the Lead Member of the Consortium)

To,

Mr. Sumit Khanna  
Partner  
Deloitte Touche Tohmatsu India LLP  
Indiabulls Finance Center, Tower 3,  
27th Floor, Elphinstone Mill Compound,  
Senapati Bapat Marg, Elphinstone Road (W),  
Mumbai-400 013, India

Reference No. \_\_\_\_\_

Date \_\_\_\_\_

Sub: GLOBAL INVITATION FOR EXPRESSION OF INTEREST FOR STRATEGIC  
DISINVESTMENT OF 1,14,91,83,592 EQUITY SHARES (52.98%) HELD BY  
GOVERNMENT OF INDIA IN BHARAT PETROLEUM CORPORATION LIMITED  
[EXCEPT BPCL's 61.65% STAKE IN NUMALIGARH REFINERY LTD.]

Sir,

This is with reference to the advertisement dated [●] ("**Advertisement**") inviting Expression of Interest ("**EoI**") for strategic disinvestment of such number of shares representing 52.98 percent (%) of the equity share capital of Bharat Petroleum Corporation Limited, a company registered under the Companies Act, 1956 having its registered office at Bharat Bhavan, P. B. No. 688, 4 & 6 Currimbhoy Road, Mumbai, Maharashtra-400 001, India ("**Company**") ("**Strategic Disinvestment**").

1. We have read and fully understood the contents and requirements of the Advertisement and the Preliminary Information Memorandum dated [●] ("**PIM**") and are desirous of participating in the Strategic Disinvestment.
2. [●] (insert name and designation of individual) ("**Representative**") has been duly authorised to submit the EoI for and on behalf of (insert name of the Consortium) and to act as our representative for all matters related there to.
3. The Representative is vested with the requisite power and authority to furnish this letter and Form A along with all the documents to be submitted pursuant to the PIM/EoI and authenticate the same.
4. The certified extract of the resolution of our board of directors dated [\*] approving our participation in the Strategic Disinvestment and giving the necessary authority to the Representative in connection therewith is enclosed.
  - Name, Email-ID, contact number
  - Address in the country of residence
  - Country of tax residency
  - Tax Identification Number ('TIN') in the country of residence; if no TIN is being

Issued, any other unique identification number issued by the government of such country

Sincerely

For and on behalf of: (name of the Lead Member of Consortium, acting as the Lead Member of the (name of the Consortium))

Name: [●]

Designation: [●]

Enclosure: Certified extract of the resolution of the board of directors dated [\*]



### **ANNEXURE III – AFFIDAVIT FOR CERTIFICATION OF DOCUMENTS**

(To be duly executed and adequate stamp duty to be paid by the IP/ Members of Consortium with respect to this document. To be given by the Representative (as defined in Annexure II)

#### **AFFIDAVIT**

I, [name] aged [age] years, resident of [address] working as [designation], being an authorised signatory on behalf of [name of the Interested Party] ("Interested Party (IP)") hereby state on solemn affirmation and oath as under:

1. I am the [designation of the deponent] of the Interested Party. I am conversant with the facts and circumstances surrounding the subject of this affidavit [and have been authorised to depose to the same pursuant to the power of attorney dated [date] issued pursuant to [particulars of corporate approval]. I am filing this affidavit to place on record, verification of facts and documents in connection with the bidding process concerning Strategic Disinvestment of [Bharat Petroleum Corporation Limited]
2. I state that I have reviewed the contents of the Preliminary Information Memorandum dated [●] and the Expression of Interest dated [●] ("EoI") and the requirements of each of them in relation to the Strategic Disinvestment of [Bharat Petroleum Corporation Limited] and also the terms and conditions thereof.
3. I state that all documents and information submitted with the EoI of [insert name of the IP] has been personally verified and has also been verified by the concerned authority within [insert name of the IP]. [Insert separate paragraphs for each information/ document physically submitted with the TA, in a chronological sequence].
4. I state that each of the documents submitted is true, correct and complete in all respects. Nothing has been concealed in the information submitted as mentioned above, and no information submitted is misleading in any respect.
5. I understand that in case of any untrue, incomplete, misleading or incorrect information is submitted, the EoI/Bid submitted by [insert name of the IP] shall be liable to be disqualified.
6. I state that, in the event in any of the grounds for disqualification becomes applicable to us in terms of the PIM during the pendency of the process of Strategic Disinvestment, we shall promptly inform the TA.
7. I state that, in the event of any change in the information or documents submitted by [insert name of the IP], we shall immediately notify the TA along with copies of all the relevant documents.
8. This Affidavit has been provided by me for and on behalf of [insert name of the IP] for the purpose of confirming the correctness, completeness, and validity of all documents and information submitted by [insert name of the IP] in relation to Strategic Disinvestment of [Bharat Petroleum Corporation Limited].

Solemnly affirmed and verified on this [day] day of [month] [year] at [place].  
Before me [particulars of notarization]

**Name, Designation & Address & Signature of Deponent.**

## ANNEXURE IV – REQUEST FOR QUALIFICATION

(On the letterhead of the IP submitting the EoI) (To be submitted by IP/each member of the consortium)

Reference No. \_\_\_\_\_

Date \_\_\_\_\_

To,

Mr. Sumit Khanna  
Partner  
Deloitte Touche Tohmatsu India LLP  
Indiabulls Finance Center, Tower 3,  
27th Floor, Elphinstone Mill Compound,  
Senapati Bapat Marg, Elphinstone Road (W),  
Mumbai-400 013, India

Sub: GLOBAL INVITATION FOR EXPRESSION OF INTEREST FOR STRATEGIC  
DISINVESTMENT OF 1,14,91,83,592 EQUITY SHARES (52.98%) HELD BY  
GOVERNMENT OF INDIA IN BHARAT PETROLEUM CORPORATION LIMITED  
[EXCEPT BPCL's 61.65% STAKE IN NUMALIGARH REFINERY LTD.]

Sl.No.	Particulars	Details
1	Name of the interested Party/ Member of Consortium.	
2	<b>Constitution</b> i. Public Limited Company ii. Private Limited Company iii. Limited Liability Partnership (LLP) iv. SEBI Registered Alternate Investment Fund (AIF) v. Others.	
3	If the Interested Party ("IP") is a foreign company, specify list of statutory approvals from GoI/ RBI/ DIPP applied for/ obtained/ awaited, if any.	
4	Memorandum and Articles of Association/Document of Constitution, as may be applicable to the Interested Party / member of Consortium.	
5	A certificate duly signed by Company Secretary/ any other officer in charge of legal affairs, stating that IP is eligible to participate in the proposed Sale in terms of Clause _____ of its Memorandum and Articles of Association/_____ (name of Document of Constitution as may be applicable). (Specific provision may be reproduced in certificate).	
6	A certificate duly signed by Company Secretary/ any other officer in charge of legal affairs, stating that Interested Party does not attract disqualification vide Office Memorandum No. 3/9/2016-DoD-II-B dated : 28th September, 2017 issued by DIPAM (Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment).	

<b>Sl.No.</b>	<b>Particulars</b>	<b>Details</b>
7	Basis of eligibility for participation in the process (please mention basis and attach supporting documents).	
8	Details of shareholding pattern of the IP including the details establishing ultimate beneficial owner of the IP as of the date of submission of the Expression of Interest ("EoI").	
9	<p>Latest Audited Annual Reports (as of a date not earlier than 31<sup>st</sup> December 2018)</p> <p>The Net Worth shall be calculated as on date the latest financial year of such IP ends.</p> <p>Note: In case audited annual reports are not available, the statutory auditor should certify the net worth and the methodology of calculating the Net Worth.</p>	
10	Equity contribution of member in the Consortium (if applicable).	
11	Nature of business/products dealt with.	
12	A profile containing information on Company/Associate's area of operations, capability of the IP, as demonstrated in its past track record, to run its own business.	
13	List of board of directors along with an overview of the IP's senior management and organization structure including effective place of management of business of IP as on EoI submission date certified by the company secretary of the IP.	
14	Summary of the roles and responsibilities of the directors and key management personnel of the IP certified by the company secretary of the IP.	
15	The names and addresses of those companies and the professional firms, if any, who are (or will be) advising the IP, together with the names of the principal individual advisors at those companies and firms.	
16	Date & Place of incorporation.	
17	Date of commencement of business.	
18	<p>Full address including phone No., fax No., email address and web address</p> <p>Registered Office</p> <p>Head Office</p> <p>Branches</p>	
19	<p><b>Details of contact persons</b></p> <p>Name</p> <p>Designation</p> <p>Company</p> <p>Address</p> <p>Telephone (fixed and cell)</p> <p>Email</p> <p>Fax</p>	
20	Statutory Auditor's certificate certifying the Net Worth as on date of the latest audited annual reports, along with methodology for calculation of Net Worth.	
21	Please provide details of all contingent liabilities that, if materialized, would reasonably be expected to have a material adverse effect on the business, operations (or results of operations), assets, liabilities and/or financial condition of the Company, or other similar business combination or sale.	

<b>Sl.No.</b>	<b>Particulars</b>	<b>Details</b>
22	A statement showing pending litigations that, if decided against the IP, shall disqualify the IP in terms of prescribed eligibility criteria and extant Government instructions on disinvestment.	
23	An affidavit certifying the correctness of documents submitted in the EoI.	

Sincerely

Authorised Signatory For and on behalf of the (IP/Consortium)

Note: Please follow the order adopted in the format provided. If the Interested IP/ member of Consortium is unable to respond to a particular question/ request, the relevant number must nonetheless be set out with the words 'No response' against it.

## **ANNEXURE V – DECLARATION**

(On the letterhead of the sole IP /each member of the Consortium submitting the EoI)

### **DECLARATION**

1. We solemnly declare that neither we nor any of our Director(s), CEO, principal officers and other key managerial personnel are convicted by any court of law or are indicted or have received any adverse order from regulatory authority relating to a grave offence.

Grave offence for this purpose shall include

- a) SEBI orders which directly relate to "Fraud" as defined under the provisions of the SEBI Act, 1992 and any of the regulations made there-under
  - b) SEBI orders which cast a doubt on the ability of the IP to hold the stake in CPSE;
  - c) Any conviction by a court of law
  - d) Where SEBI has issued an order of prosecution against the IP, disqualification will arise only on conviction by court of law.
2. We certify that there are no existing material dispute(s) or legal proceeding(s) by or against us and/ or our Associates Companies in respect of Bharat Petroleum Corporation Limited and/or its joint ventures or its subsidiaries.
  3. We further declare that neither we nor any of our Associate Companies have been issued a charge-sheet by any Governmental Authority or convicted by a court of law for any offence with regard to matters relating to the security and integrity of the country.
  4. We further declare that neither we nor any of our Associate Companies, our Director(s), CEO or other key managerial personnel are under any investigation pending before any regulatory authority or other authority.
  5. We declare that true, correct and complete information as required is provided in the EoI, all related documents, including all annexures thereto.
  6. We solemnly declare and undertake not to, directly or indirectly, communicate with any officer/employee of DIPAM or MoPNG or BPCL either before or after submission of our EoI.
  7. We further declare that we shall not, directly or indirectly, disclose our intent/willingness to participate as an Interested Party (IP) in EoI process to any officer/employee of DIPAM or MoPNG or BPCL at any time from the date of issue of this EoI.

(Name and signature of Authorised Signatory)

(IPs' name)

(IPs' Address)

In case any IP is unable to give above undertaking in view of any conviction, indictment, order or investigation as above full details of the same shall be provided including names of persons involved, designation, charge/offence, ordering/ investigating agency, status/outcome etc. with supporting/ relevant documents. Any entity, which is disqualified from participating in the Transaction, shall not be allowed

to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

## ANNEXURE VI – COPY OF ADVERTISEMENT



**GOVERNMENT OF INDIA  
MINISTRY OF FINANCE  
DEPARTMENT OF INVESTMENT & PUBLIC ASSET MANAGEMENT (DIPAM)**

**GLOBAL INVITATION FOR EXPRESSION OF INTEREST FOR STRATEGIC DISINVESTMENT OF 1,14,91,83,592 EQUITY SHARES (52.98%) HELD BY GOVERNMENT OF INDIA IN BHARAT PETROLEUM CORPORATION LIMITED ("COMPANY") [EXCEPT BPCL'S 61.65% STAKE IN NUMALIGARH REFINERY LTD.]**

Bharat Petroleum Corporation Limited ("BPCL") is a Central Public Sector Enterprise ("CPSE"), under the administrative control of Ministry of Petroleum and Natural Gas, Government of India engaged primarily in the activity of refining and marketing of petroleum products. It also has interests in certain upstream oil and gas assets, gas distribution networks, LNG terminals and other associated oil and gas activities.

The Government of India ("GoI") is proposing strategic disinvestment of its entire shareholding in BPCL comprising of 1,14,91,83,592 equity shares, which constitutes 52.98% of BPCL's equity share capital ("Stake") along with transfer of management control to a strategic buyer [except BPCL's equity shareholding of 61.65% in Numaligarh Refinery Limited ("NRL")]. GoI has appointed Deloitte Touche Tohmatsu India LLP ("DTTILLP"), as its Transaction Advisor ("TA") to advise and manage the strategic disinvestment process.

This disinvestment process is to be implemented through competitive bidding route. A Preliminary Information Memorandum ("PIM") for inviting Expression of Interest ("EoI") from interested parties can be downloaded from websites of DIPAM at <http://dipam.gov.in>, MoPNG at <http://www.petroleum.nic.in/> and BPCL at <https://www.bharatpetroleum.com/> and Deloitte Touche Tohmatsu India LLP at <https://www2.deloitte.com/in>

Interested parties (Sole Bidder (s) or Consortium (s) who meet the eligibility criteria mentioned in the PIM, may submit their Expression of Interest (EoI) in the form and manner specified in the PIM in a sealed envelope superscribed "**Private and Confidential- Expression of Interest for the Strategic Sale of BPCL**" at the under mentioned address, not later than **17:00** hours (Indian Standard Time) on **2<sup>nd</sup> May 2020**.

**Address for submission: Mr. Sumit Khanna, Partner, Deloitte Touche Tohmatsu India LLP, Indiabulls Finance Center, Tower 3, 27th Floor, Elphinstone Mill Compound, Senapati Bapat Marg, Elphinstone Road (W), Mumbai – 400013, India, Email address for correspondence: [inprojectfuel@deloitte.com](mailto:inprojectfuel@deloitte.com)**

## **ANNEXURE VII – DEED OF CONFIDENTIALITY UNDERTAKING**

**[NOTE: The Deed of Confidentiality Undertaking is to be executed on a non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution by the Interested Party. In case of consortium, the Deed of Confidentiality Undertaking is to be executed by the lead party and each member of the consortium. This deed must be submitted in three original copies.]**

### **DEED OF CONFIDENTIALITY UNDERTAKING**

This DEED OF CONFIDENTIALITY UNDERTAKING (“Undertaking”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

BY:

\_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_, with its registered office at \_\_\_\_\_ (hereinafter referred to as the “Interested Party” or “IP”)

(In case of a consortium, the term “IP” means collectively the lead consortium member of the consortium and the consortium members, unless the context otherwise requires reference to only the lead consortium member or the consortium member(s))

IN FAVOUR OF:

The President of India, represented by and acting through Department Of Investment And Public Asset Management (“DIPAM”);

And

Deloitte Touche Tohmatsu India LLP, a limited liability partnership having its office at Indiabulls Finance Center, Tower 3, 27th Floor, Elphinstone Mill Compound, Senapati Bapat Marg, Elphinstone Road (W), Mumbai – 400013, India (hereinafter referred to as “DTTILLP” which expression shall include its successors and permitted assigns).

And

Bharat Petroleum Corporation Limited, a public limited company having its registered office at 4 & 6 Currimbhoy Road, Bharat Bhawan, Ballard Estate, Mumbai-400001, Maharashtra, India (hereinafter referred to as “BPCL” or the “Company” which expression shall include its successors and permitted assigns).

WHEREAS

A. The IP has submitted an expression of interest dated [●] (“EoI”) pursuant to advertisement dated [●] and the Preliminary Information Memorandum dated [●] (“PIM”) for participation in the proposed acquisition of 1,14,91,83,592 equity shares of BPCL of India held by Government, which constitutes 52.98% of BPCL’s equity share capital shareholding (“Stake”), (except BPCL’s equity shareholding of 61.65% in NRL and management control thereon) by way of transfer of management control (such proposed transaction hereinafter referred to as the “Transaction”);



B. The IP has, in compliance with the terms of the PIM, agreed to submit this undertaking in the format specified by DTTILLP; and

C. In the context of the IP's interest in the Transaction, the Disclosing Party (as defined herein below) may disclose Confidential Information (as defined herein below) to the Receiving Party (as defined herein below) to enable the IP to evaluate the Transaction.

NOW, THEREFORE, in consideration for receiving the Confidential Information, the IP hereby executes this Undertaking and undertakes, represents, warrants, covenants and agrees to the terms and conditions contained herein.

1. In this Undertaking (including the recitals) the following words shall have the respective meaning given to them below:

"Confidential Information" means and includes any and all information, documents and materials whether written, or otherwise, and in any form or media, concerning the business, operations, prospects, finances, or other affairs of BPCL, its affiliates, associates, joint ventures, or subsidiaries (which includes, without limitation, any information delivered or disclosed to the Receiving Party in connection with the due diligence investigation, product specifications, data, know-how, compositions, designs, sketches, photographs, graphs, drawings, past, current, and planned research and development, current and planned marketing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, computer software and programs, database technologies, systems, structures and architectures, historical financial statements, business plans, financial projections and budgets, historical and projected sales, capital spending budgets and plans, current or prospective financing sources, the names and backgrounds of personnel, personnel training techniques and materials), and any confidential information memorandum, bid document, draft of transaction document or other documents and materials and/or information relating to BPCL (howsoever such information is documented) and also includes all notes, analyses, compilations, studies, summaries, and other material prepared by the Receiving Party containing or based, in whole or in part, on any information included in the foregoing.

Notwithstanding the foregoing, the following information will not constitute "Confidential Information" for purposes of this Undertaking:

- (a) Information which the Receiving Party can prove by written records was already in its possession on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party;
- (b) Information which is obtained by the Receiving Party from a third Person who is not prohibited from disclosing the information to the Receiving Party under a contractual, legal or fiduciary obligation to the Disclosing Party; and
- (c) Information which is or becomes generally available to the public otherwise than as a result of a breach of this Undertaking by the Receiving Party.

The decision of BPCL on whether any information qualifies within the exceptions in (a), (b) and (c) above shall be final, conclusive and binding.

"Disclosing Party" means DIPAM, BPCL, DTTILLP and / or their respective Representatives.

"Governmental Authority" means any governmental or regulatory authority, government department in India or other rule or regulation-making entity having jurisdiction on behalf of the Republic of India or any political subdivision thereof.

"Person" shall mean any individual, company, firm, association, trust, or any other organization or entity, including any governmental or political subdivision, ministry, department, or agency thereof.

"Receiving Party" means the IP, its affiliates, and their respective Representatives whether jointly or severally.

"Representative(s)" of any Person includes the directors, officers, employees, agents, consultants, advisors, or other representatives, including legal counsel, accountants and financial advisors of such Person and also includes the Representatives of the Representatives of any Person.

"Transaction" shall have the meaning ascribed to such term in Recital A hereof.

2. Any Confidential Information disclosed by the Disclosing Party to the Receiving Party, or acquired by the Receiving Party in the course of any studies conducted by the Receiving Party, will be received and treated by the Receiving Party as strictly confidential and the Receiving Party shall not, without DIPAM's and/or BPCL's prior written consent or as expressly permitted herein, disclose in any manner whatsoever, in whole or in part, to any other Person, or use or allow others to disclose or use, the Confidential Information.

3. The Receiving Party will use the Confidential Information in good faith only to evaluate the Transaction and to decide whether or not the IP wishes to proceed with the Transaction, and the Receiving Party will not use the Confidential Information for any other purpose or in any way detrimental to the Disclosing Party, including for any commercial or business purposes.

4. In consideration of the Disclosing Party providing the Receiving Party with Confidential Information, the IP by execution of this Undertaking agrees, that all of the Confidential Information shall be held and treated by the Receiving Party in confidence. The IP agrees (A) to disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purposes of an evaluation of the Transaction and each such Representative of the IP will be informed and advised by the IP of the confidential nature of such information and the obligations of this Undertaking and (B) the IP shall satisfy itself that each such Representatives of the IP will hold and treat the Confidential Information in confidence and act in accordance therewith.

At DIPAM's, or BPCL's or DTTILLP's request, the IP shall procure from its Representatives a written confidentiality agreement or undertaking substantially in the form of this Undertaking with confidentiality and other obligations no less restrictive than those contained herein, and the Representative of the IP shall undertake to treat the Confidential Information in accordance with the terms of this Undertaking. Notwithstanding any such agreement or undertaking, the IP agrees that it shall continue to be responsible and liable for any breach of this Undertaking by it or any of its Representatives and shall indemnify and hold DIPAM, BPCL and DTTILLP harmless

(including in accordance with Clause 14 set forth below) from any breach of this Undertaking.

The IP recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the resultant damage to DIPAM or BPCL if the Confidential Information is disclosed or allowed to be disclosed to an unauthorized party or used for any purpose other than evaluating the Transaction. The IP acknowledges and agrees that it is imperative that all Confidential Information remains confidential.

5. In the event that a consortium member, is required to be changed, the IP shall take prior permission of DTTILLP and upon receipt of such confirmation from DTTILLP, the IP agrees that it shall ensure that with seven (7) days it will take a written undertaking identical in form and content as this Undertaking from the new consortium member in favor of DIPAM, BPCL and DTTILLP and deliver the same to each of them through DTTILLP.

6. Except as otherwise provided in this Undertaking, in the event of change of an IP (in case of consortium), the IP who is no longer a member of the consortium hereby agrees to be bound by the terms of this Undertaking for a period of five (5) years from the date it ceases to be a member of the consortium of IP.

7. On acquiring the Confidential Information on the terms stated in this Undertaking or otherwise, the Receiving Party shall comply with all applicable laws. Without limiting the generality of the preceding sentence, the IP shall not trade in securities/ shares of the BPCL whilst in the possession of Confidential Information, in contravention of any applicable laws including the SEBI (Prohibition of Insider Trading) Regulations.

8. If the Receiving Party is requested or becomes legally compelled (including by oral or written questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) or is required by a regulatory body to make any disclosure that is prohibited or otherwise constrained by this Undertaking, the Receiving Party will by written notice seek prior written permission from DTTILLP, BPCL and DIPAM of such request before such disclosure is made so that DTTILLP and/or DIPAM and/or BPCL may seek an appropriate protective order or other appropriate remedy and which permission shall be granted within seven (7) days from the receipt of such written request from Receiving Party. Subject to the foregoing, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of the IPs counsel reasonably acceptable to DTTILLP, BPCL and DIPAM, the IP is legally compelled or is otherwise required to disclose or else stand liable for contempt or suffer other material censure or material penalty; provided, however, that the Receiving Party must use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information so disclosed.

9. The confidentiality obligations contained in this Undertaking may be amended, modified or superseded upon the Bidder, being selected by DIPAM in consultation with DTTILLP as the selected bidder for the purposes of acquiring the Stake in BPCL, by executing a definitive transaction document for the acquisition of the Stake in BPCL, but shall be without prejudice to any of DTTILLP's, BPCL's and/or DIPAM's rights in respect

of any breach of this Undertaking which may have occurred prior to such amendment, modification or supersession.

In case the IP decides (for any reason whatsoever) not to proceed with the Transaction or if DTTILLP, or DIPAM disqualify the IP from further participation in the Transaction or upon not emerging as the successful bidder and consequently not being selected as the purchaser or otherwise not executing the definitive transaction document, the provisions of this Undertaking shall still survive for a period of five (5) years from the date any of the aforesaid occurs.

10. The IP agrees and acknowledges that DIPAM reserves the right, in its sole discretion not to proceed with the Transaction and/or to modify the process of the Transaction in any part, at any time without prior notice to the IP and/or to reject any or all proposals made by the IP with regard to the Transaction. Further, DIPAM may elect at any time to terminate further access by the Receiving Party to any Confidential Information required by the IP in connection with its evaluation of the Transaction. The IP agrees that after any such termination by DIPAM or after the decision to not proceed with the Transaction, the IP will (a) promptly deliver to the concerned Disclosing Party or at the option of that Disclosing Party, destroy all documents or other materials in any form or media, furnished by such Disclosing Party to the Receiving Party constituting Confidential Information, together with all copies, extracts and summaries thereof in the possession or under the control of the Receiving Party, (b) will delete from the Receiving Party's computer systems all files, data or programmes constituting Confidential Information and (c) will destroy materials generated by the Receiving Party that include or refer to any part of the Confidential Information, without retaining a copy of any such material. Any such destruction pursuant to the foregoing must be confirmed by the IP in writing to DTTILLP, BPCL and DIPAM (such confirmation must include a list of the destroyed and deleted materials). The IP acknowledges that the return of the Confidential Information and the return or destruction of the Confidential Information shall not release the Receiving Party from its obligations under this Undertaking. The Receiving Party and its Representatives may however retain such Confidential Information that (i) the Receiving Party or its Representatives are required to retain by any applicable law, rule, or regulation or by any competent judicial, governmental, supervisory or regulatory body; or (ii) is retained in the computer archival system of the Receiving Party or its Representatives; provided that the Confidential Information will be destroyed in accordance with the regular ongoing records retention process of the Receiving Party or its Representatives and, provided further, that the Receiving Party and its Representatives will be bound by the obligations of Confidentiality undertaken in this CU with respect to such Confidential Information.

11. The Receiving Party shall not deal (except in the ordinary course of the business) with any officer, director or employee of BPCL regarding the business, operations, prospects or finances of BPCL, without DTTILLP's and/or DIPAM's express written consent, unless otherwise agreed to in an executed transaction document entered into in connection with the IP's purchase of the Stake in BPCL. It is understood that DTTILLP will arrange for appropriate contacts for due diligence purposes in connection with the Transaction. Unless otherwise agreed to by DTTILLP in writing (i) all communications regarding any possible transaction, (ii) any requests for additional information, (iii) any requests for management meetings, and (iv) any queries regarding the Transaction, will be directed exclusively to DTTILLP. However, if the Receiving Party is called upon

by DIPAM for some discussion, the Receiving Party will inform DTTILLP with respect to such meetings.

12. DIPAM reserves the right, in its sole discretion, to reject any and all proposals made by the Receiving Party with regard to the Transaction and to terminate discussions and negotiations with the Receiving Party, at any time. Without limiting the scope of the preceding sentence, nothing in this Undertaking (i) requires either the IP or DIPAM to enter into the Transaction or to negotiate such Transaction for any specified period of time or (ii) requires DTTILLP and/or DIPAM to enter into an agreement or an understanding, or prohibits DTTILLP and/or DIPAM from entering into any agreement or understanding, for proceeding with the Transaction with any other Person.

13. The IP understands, acknowledges and agrees that DIPAM retains the right to determine, in its sole discretion, the information, properties and personnel of BPCL, that they wish to make available to the Receiving Party and the Disclosing Party does not make any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information and shall have no liability to the Receiving Party resulting from their use of the Confidential Information. The IP also agrees that if it determines to proceed with the Transaction, its determination will be based solely on the terms of a definitive transaction document and on its own investigation, analysis, and assessment of its investment and the Transaction. Moreover, unless and until such a definitive written transaction document is entered into, neither DIPAM nor the IP is under any legal obligation of any kind with respect to the Transaction except for the matters specifically agreed to in this Undertaking or in another written and duly executed agreement.

14. The IP agrees to indemnify and hold DTTILLP, BPCL and DIPAM harmless from any and all damages (other than remote and indirect damages), loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by the Receiving Party of the Confidential Information or other violation of this Undertaking by the IP and/or any Receiving Party. In addition, the IP acknowledges that any of the foregoing acts or violation will cause the Disclosing Party irreparable harm for which an award of money, damages (whether pursuant to the foregoing sentence or otherwise) may be inadequate. The IP therefore agrees that, in the event of any breach or threatened breach of this Undertaking, DTTILLP, BPCL and/or DIPAM will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Undertaking but will be in addition to all other remedies available at law or equity to DTTILLP, BPCL and/or DIPAM.

15. The IP agrees that no failure or delay by DIPAM, BPCL and/or DTTILLP in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereto.

16. The IP understands, acknowledges and agrees that DTTILLP, BPCL and DIPAM are beneficiaries under this Undertaking. The IP further agrees that DTTILLP, BPCL and DIPAM will be entitled to enforce, either individually or jointly, the obligations imposed on the Receiving Party under this Undertaking. In case of a consortium, it is agreed that

the Lead Member shall be liable for a breach of this Undertaking by any member of the consortium.

17. The terms of this Undertaking may be varied only with each Party's prior written agreement. This Undertaking shall be effective as of the date first above given on the first page of this Undertaking.

18. This Undertaking shall be governed by and construed in accordance with the substantive laws of India without giving effect to its conflict of law principles.

19. The Parties shall make good faith efforts to resolve any disputes arising in connection with the confidentiality obligations contained herein through negotiation. In case no settlement can be reached within thirty (30) days of one of the party's receipt of a written notice of dispute from the other party, such disputes shall be finally settled in accordance with the Arbitration and Conciliation Act, 1996 or any modification or re-enactment thereof, which may be in force in India. The venue of arbitration shall be New Delhi and the Arbitration shall be conducted in English language only.

20. All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by postage prepaid, registered mail or courier under certificate of posting or facsimile as follows:

If notice is to DIPAM:

Attn: Dheeraj Bhatnagar

Additional Secretary

Department of Investment and Public Asset Management

Ministry of Finance, Government of India

Room No.520, 5th Floor, Block No. 14 CGO Complex,

Lodhi Road, New Delhi - 110003

If notice is to DTTILLP:

Attn: Sumit Khanna

Partner

Deloitte Touche Tohmatsu India LLP

Indiabulls Finance Center, Tower 3,

27th Floor, Elphinstone Mill Compound,

Senapati Bapat Marg, Elphinstone Road (W),

Mumbai-400013, India

If notice is to BPCL:

Attn: Rajendra Natekar

Executive Director

Bharat Petroleum Corporation Limited

4 & 6 Currimbhoy Road, Bharat Bhawan,

Ballard Estate, Mumbai-400001, Maharashtra, India

If the notice is to the Bidder:

Attn:

(Name and Address)

(Fax: \_\_\_\_\_)

Any of the parties to this Undertaking, i.e. IP or DIPAM, BPCL or DTTILLP may change its address by a notice given to the other in the manner set forth above. All notices and other communications shall be deemed to have been duly given (i) on the expiry of seven days after posting, if transmitted by postage prepaid, registered mail or courier under certificate of posting or (ii) on the date immediately after the date of transmission with confirmed answer back if transmitted by telex, cable or facsimile whichever shall first occur.

IN WITNESS WHEREOF, this Undertaking has been executed by the duly authorised representative of the IP on the date and year first hereinabove written.

(Name of Sole Bidder)  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

Witnessed by:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

(Name of Lead Consortium Member)  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

Witnessed by:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

(Name of Consortium Member)  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

Witnessed by:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**ANNEXURE VIII – POWER OF ATTORNEY FOR LEAD MEMBER OF THE CONSORTIUM**

**Power of Attorney for signing of EoI**

To all to whom these presents shall come, we..... (Name of the entity) having our registered office at \_\_\_\_\_ (address of the registered office)

*[Or in case of employee bids:*

*To all to whom these presents shall come, I son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_ being a presently employed with [•], having employee code [•] do hereby exclusively, unconditionally and irrevocably constitute, nominate, appoint and authorize Mr. /Ms. (name), \_\_\_\_\_son/daughter/wife of \_\_\_\_\_ and presently residing at - \_\_\_\_\_, who is presently employed with [•]]*

do hereby exclusively, unconditionally and irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name),.....son/daughter/wife of ..... presently residing at ....., who is presently employed with (us/the Lead Member of our Consortium) and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do, execute, and perform in our name and on our behalf all such acts, agreements (with or without any amendments or modifications), deeds, matters and things as are necessary or required in connection with or incidental to submission of our application for the proposed Strategic Disinvestment of the shares held by Government of India in Bharat Petroleum Corporation Limited (“**BPCL**”), including but not limited to, signing and submission of the EoI, request for qualification, affidavits, applications and other documents and writings, as may be required from time to time, participate in Pre-Bid and other conferences and providing information/ responses to GoI/Transaction Advisor and generally dealing with Transaction Advisor/BPCL/GoI in all matters in connection therewith or relating thereto or arising out of the foregoing.

AND we hereby agree to ratify and confirm, and do hereby ratify and confirm, all acts, deeds and things done or caused to be done by the Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney; and we do hereby confirm that all acts, deeds and things done by the Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us concerning or touching these presents as fully and effectually as if we were present and had done, performed or executed the same ourselves.

All the terms used herein but not defined shall have the meaning ascribed to such terms in the EoI/PIM dated [\*] inviting expressions of interest for the Strategic Disinvestment of BPCL by way of acquisition of 100% shareholding of GOI in BPCL.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....

.....  
(Signature, name, designation and address)

In the presence of:

1.



2.

Accepted

Name, Title and Address of the Attorney)

(To be duly notarized/ apostilled as relevant)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The power of attorney shall be appropriately stamped and notarized. The Non Judicial Stamp Paper and notarization shall be at the place where the POA is being executed. Stamp Duty to be paid shall be as per the requirement of applicable law including the stamping requirements in the state where it is being executed. For eg: the stamp duty payable on a POA in Delhi is Rs. 50.

2. The IP should submit for verification, the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the IP.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by IPs from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

## ANNEXURE IX– FORMAT FOR CONSORTIUM AGREEMENT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

THIS Consortium Agreement ("**Agreement**") is executed on this the \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ between

1. M/s [insert name of Lead Member] \_\_\_\_\_ a Limited Liability Partnership firm or Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_, having CIN / LLPIN \_\_\_\_\_ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns);
2. M/s \_\_\_\_\_ a Limited Liability Partnership firm or Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_, having CIN / LLPIN \_\_\_\_\_ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns); and
3. M/s \_\_\_\_\_ a Limited Liability Partnership firm or Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_, having CIN / LLPIN \_\_\_\_\_ (hereinafter called the "**Member-3**", which expression shall include its successors, executors and permitted assigns),

For the purpose of submitting the response to the advertisement dated ..... inviting Expression of Interest for strategic disinvestment of 100% equity shareholding of the Government of India in Bharat Petroleum Corporation Limited ("**BPCL**"), which is equivalent to [52.98] % of the total paid up equity share capital of BPCL ("**Strategic Disinvestment**") ("**Advertisement**").

Each Member individually shall be referred to as the "**Member**" or "**Party**" and all of the Members shall be collectively referred to as the "**Members**" or "**Parties**" in this Agreement.

**WHEREAS**, GoI had invited an Expression of Interest ("EoI") via the Advertisement from parties interested in acquiring the stake of the GoI in BPCL in the Strategic Disinvestment.

**WHEREAS** the Members are interested in acquiring the said stake in the Strategic Disinvestment.

**WHEREAS** the Preliminary Information Memorandum dated [•] ("**PIM**") for

submitting EoI stipulates that in case EoI is being submitted by a Consortium of IPs, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified in invitation of EoI.

All the terms used in capitals in this Agreement but not defined herein shall have the meaning ascribed thereto in the PIM/EoI.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:**

In consideration of the above premises and agreements all the Members in this Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Parties to this Agreement, have formed a consortium comprising of \_\_\_\_ members as follows:
  1. \_\_\_\_\_ (Insert name)/% of Shareholding in the Consortium
  2. \_\_\_\_\_ (Insert name)/% of Shareholding in the Consortium
  3. \_\_\_\_\_ (Insert name)/% of Shareholding in the Consortium
2. We do hereby unequivocally agree that Member-1 (M/s \_\_\_\_\_), shall act as the Lead Member of our Consortium as defined in the EoI for self and on behalf of Member-2, \_\_\_\_\_, Member-3, for the Strategic Disinvestment and all matters relating to, arising out of or in connection therewith, including, for submitting the EoI.
3. We undertake that after the submission of the EoI, the composition of the Consortium shall be maintained as required in terms of the PIM/EOI.
4. In the event the Consortium is notified by the GoI as the successful bidder to acquire the GoI's stake in the Strategic Disinvestment, we shall within 7 (seven) days incorporate a special purpose vehicle ("**Investment Vehicle**") to enter into the definitive agreements, including the share purchase agreement, in connection therewith.
5. Our respective shareholding in the Investment Vehicle will be same as that in the Consortium.
6. The Lead Member is hereby authorized by the Members of the Consortium and parties to the Agreement to bind the Consortium and receive instructions for and on their behalf.
7. The Lead Member, on behalf of the Consortium, shall inter alia be responsible for liaising with any authority or persons as required and to do all acts necessary for and on behalf of the Consortium.
8. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in connection with the Proposed Transaction.

9. Each Member of the Consortium shall meet its financial commitment to Consortium, and shall otherwise fulfill all of its obligations under this Agreement.
10. The Members of the Consortium shall be jointly responsible for the Consortium to fulfil all of its obligations relating to the EOI. The Lead Member shall, additionally, be responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations in connection with the EOI.
11. The Members of the Consortium shall be jointly liable for any breach by the Consortium or its members for any of its/their obligations relating to the EOI. The Lead Member shall, additionally, be severally liable for any breach by the Consortium or any of its members for any of its/their obligations relating to the EOI.
12. The respective responsibilities and liabilities of the Members with respect to the obligations of the Investment Vehicle will be as will be provided in the RFP and/or the definitive agreements.
13. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this Agreement and the Proposed Transaction except with prior written consent of GoI.
14. This Agreement
  - (i) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
  - (ii) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - (iii) may not be amended or modified except in writing signed by each of the Members and with prior written consent of GoI.
15. This Agreement shall come into effect on the day first above written, and shall remain valid until the Consortium has any unfulfilled obligation. In the event however the Consortium is the successful bidder and the Investment Vehicle signs the definitive agreements, this Agreement will be valid for so long as the Investment Vehicle has any unfulfilled obligations under such agreements.
16. This Agreement shall be construed and interpreted in accordance with the laws of India. The courts at Delhi alone shall have the exclusive jurisdiction in all matters relating thereto, in connection therewith, or arising thereunder.

IN WITNESS WHEREOF, the Members have, through their authorized representatives,

executed these present on the Day, Month and Year first mentioned above.  
For M/s \_\_\_\_\_ [**Member 1**]

\_\_\_\_\_ (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●])  
Witnesses:

(i) Signature \_\_\_\_\_  
Name:  
Address:

(ii) Signature \_\_\_\_\_  
Name:  
Address:

For M/s \_\_\_\_\_ [**Member 2**]

\_\_\_\_\_ (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership [●])  
Witnesses:

(i) Signature \_\_\_\_\_  
Name:  
Address:

(ii) Signature \_\_\_\_\_  
Name:  
Address:

For M/s \_\_\_\_\_ [Member 3]

(i) Signature \_\_\_\_\_  
Name:  
Address:

(ii) Signature \_\_\_\_\_  
Name:  
Address:

\_\_\_\_\_  
[Signature and stamp of Notary of the place of execution]

## **ANNEXURE X – DIPAM GUIDELINES 2017**

Department of Investment and Public Asset Management (DIPAM) Guidelines

No. 3/9/2016-DoD-II-B

Government of India

Department of Investment & Public Asset Management

Block 14, CGO Complex

New Delhi

Dated: 28th September, 2017

### OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification / disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment / adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. "Grave Offence" is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case-to-case basis after considering the facts of the case and relevant legal principles, by the Government. "Grave Offence" would include the below noted cases:

a) Only those orders of SEBI are to be treated as coming under the category of "Grave Offences", which directly relate to "Fraud", as defined in the SEBI Act and / or regulations.

b) Only those orders of SEBI that cast a doubt on the ability of the bidder to manage the public-sector unit, when it is disinvested, are to be treated as adverse.

c) Any conviction by Court of Law.

d) In cases in which SEBI also passes a prosecution order, disqualification of the bidder should arise only on conviction by the Court of Law.

b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government / conviction by a Court of Law for an

offence committed by the bidding party or its Associate Company as defined in Companies Act, 2013 would result in disqualification. The decision in regard to the relationship inter se between the concerns, would be taken based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/persons.

c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate

d) Any bidder, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order, based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

f) Before disqualifying a bidder, a Show Cause Notice as to why it should not be disqualified, would be issued to it and it would be given an opportunity to explain its position.

g) These criteria will be prescribed in the advertisements seeking Expression of Interest (EoI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EoI). The bidders shall be required to provide with their EoI an undertaking to the effect that no investigation by a regulatory authority, which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above or the eligibility criteria prescribed in the EoI, is pending against them. In case any investigation is pending in case which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above on the eligibility criteria prescribed in EoI against the bidder or the concern in which the bidder has substantial interest or against its CEO or any of its Directors/Managers, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be filed along with EoI.

-sd/-

(Aseem Kumar Jha)  
Under Secretary to the Government of India

## **ANNEXURE XI – MANAGEMENT-EMPLOYEE GUIDELINES FOR EOI**

### **DIPAM GUIDELINES FOR EMPLOYEES BID**

No.4/38/2002/DD-II

Government of India

Ministry of Disinvestment

Block No. 14, CGO Complex

Lodi Road, New Delhi

Dated: 25<sup>th</sup> April 2003

### **OFFICE MEMORANDUM**

**Subject: – Guidelines for management-employee bids in strategic sales**

- 1 . Employee participation and protection of employee interests is a key concern of the disinvestment process. The practice of reserving a portion of the equity to be disinvested for allocation to employees, at concessional prices, has been adopted in a number of cases. It is necessary and expedient to evolve and lay down guidelines to encourage and facilitate management-employee participation in strategic sales and thus to acquire controlling stakes and manage disinvested public-sector undertakings. The undersigned is directed to state that Government has, therefore, decided to lay down the following guidelines for evaluating employee/management bids: -
  - (i) The term 'employee' will include all permanent employees of a PSU and the whole-time director on the board of the PSU. A bid submitted by employee or a body of employee will be called an "employee bid".
  - (ii) At least 15% of the total number of the employees in a PSU or 200 employees, whichever is lower, should participate in the bid.
  - (iii) An employee bid would be exempted from any minimum turn over criterion but will be required to qualify in terms of the prescribed net worth criterion. They will be required to follow the procedures prescribed for participation by Interested Parties in the process of strategic sales including, but not limited to, filling the expression of the interest along with all details, as applicable to other investors, furnishing of bank guarantee for payment of the purchase price etc.
  - (iv) Employees can either bid directly and independently or, for the purpose of meeting the financial criteria the like net worth, can form a consortium or bid through a joint venture (JV) or a special purpose vehicle (SPV), along with a bank, venture capitalist or a financial institution. However, employees will not be permitted to form consortia with other companies
  - (v) If the bidding entity of the employees is a consortium, JV or SPV, employees must have a controlling stake and be in control of the bidding entity



- (vi) If the bid is submitted through a consortium, JV or SPV, employees must contribute at least 10% of the financial bid.
  - (vii) If the employees form a consortium, the consortium partners would be prohibited from submitting individual's bids independently
  - (viii) If it is not highest bid, the employee bid shall be considered only if the said bid is within 10% of the highest bid.
  - (ix) The employee bid shall, subject bid fulfilling the conditions above, have the first option for acquiring the shares under offer provided they match the highest bid being equal to or more than the reserve price.
  - (x) If the employee bid is not the highest bid and there are more than one employee bids within the 10% band, the highest of the employee bids will have precedence for purchase at the highest bid. If such employee bidder is unwilling or unable to match the highest bid, the option will pass on to the next highest employee bid and so on till all the employee bids, within the 10% band, are exhausted.
  - (xi) In the event of no employee bidder, within the 10% band, being willing or able to match the highest bid, the shares under offer will be sold to the highest bidding entity.
  - (xii) There will be a lock in period of three years for the shares disinvestment by the Government.
2. All the bidders for the management-employee buy-outs will also have to satisfy the provisions of the 'Guidelines for qualification of bidders seeking to acquire stakes in Public sector Enterprise through the process of disinvestment' issued vide the then Department of Disinvestment's Office Memorandum No. 3/9/2016-DD-II-B Dated: 28<sup>th</sup> September, 2017 or as amended subsequently along with other qualification criterion as generally applicable and not specifically excluded herein.

Sd/-  
(T.S. Krishnamachari)  
DEPUTY SECRETARY TO THE GOVERNMENT OF INDIA

### **CRITERIA FOR EMPLOYEES PARTICIPATION IN THE TRANSACTION**

As per the Circular No. 4/38/2002/DD-II dated April 25, 2003 ("Employee Guidelines") which is annexed as Annexure 18, employees of CPSE ("Employees") are permitted to participate in the Transaction as IPs either (a) directly and independently ("Direct Employee Participation") or (b) by forming of a consortium ("Employee Consortium") and subject to the following:

1. Employees participating either through Direct Employee Participation or by forming an Employee Consortium shall necessarily comply with each of the applicable conditions and provisions of the Employee Guidelines.
2. Employees participating either through Direct Employee Participation or by forming an Employee Consortium shall be subject to the same terms and conditions, process, instructions, criteria's, disqualifications, etc. which are applicable to other IPs in this PIM/EOI and shall ensure compliance of the same. In case of any conflict between the terms and conditions, process, instructions, criteria's, disqualifications, etc. and the Employee Guidelines, the Employee Guidelines shall apply.
3. Employees participating either through Direct Employee Participation or by forming an Employee Consortium shall be required to provide such additional documents, confirmation, undertakings and information as the TA may require so as to evaluate the EOI (including eligibility criteria) submitted by such Employees or Employee Consortium.
4. The GOI and TA may provide for such further clarifications, conditions, criteria's as it may deem necessary for the purposes of Employees to participate.
5. Subject to paragraph 7, the forms and format to be submitted by the Employees, in case in of Direct Employee Participation shall be the same as that of a sole/individual IP mentioned in this document.
6. Subject to paragraph 7, the forms and format to be submitted by the Employees and consortium members of Employee Consortium, in case of employees participating through an Employee Consortium, shall be the same as that of a consortium IP.
7. In the forms and format, the details of the participating Employees shall be provided in the following format:

(1) (2) (3) (4) (5) (6) (7)

S. No.	Name of the Employee	Designation	Employee Code, if any	Residential Address	Identity proof (Adhaar No/ Passport No)	PAN/TAN
(1)	(2)	(3)	(4)	(5)	(6)	(7)

8. Each form and EoI submitted by Employees (whether as Direct Employee Participation or Employee Consortium) shall be accompanied by a duly executed Power of Attorney where Employees forming part of such participation shall appoint one participating Employee to be their lawful attorney for submission of EOI and connected documents and be the lawful attorney of the other participating Employee. The format of the Power of Attorney is annexed.

**ANNEXURE XII – LIST OF SUBSIDIARIES, JVs AND ASSOCIATES OF BPCL**

<b>S.No.</b>	<b>Particulars</b>	<b>Country</b>	<b>% Shareholding</b>
<b>A.</b>	<b>Subsidiaries</b>		
1.	Numaligarh Refinery Limited (NRL)	India	61.65
2.	Bharat Gas Resources Limited (BGRL)	India	100.00
3.	Bharat PetroResources Limited (BPRL)	India	100.00
4.	Bharat PetroResources JPDA Limited (Note i)	India	100.00
5.	BPRL International BV (Note i)	Netherlands	100.00
6.	BPRL International Singapore Pte Ltd. (Note i)	Singapore	100.00
7.	BPRL Ventures BV (Note ii)	Netherlands	100.00
8.	BPRL Ventures Mozambique BV (Note ii)	Netherlands	100.00
9.	BPRL Ventures Indonesia BV (Note ii)	Netherlands	100.00
10.	BPRL International Ventures BV (Note ii)	Netherlands	100.00
<b>B.</b>	<b>Joint Venture Companies</b>		
1.	Bharat Oman Refineries Limited	India	50.00
2.	Central UP Gas Limited	India	25.00
3.	Maharashtra Natural Gas Limited	India	22.50
4.	Sabarmati Gas Limited	India	49.94
5.	Bharat Stars Services Private Limited	India	50.00
6.	Bharat Renewable Energy Limited (Note iv)	India	33.33
7.	Matrix Bharat Pte. Ltd.	Singapore	50.00
8.	Delhi Aviation Fuel Facility Pvt. Limited	India	37.00
9.	IBV (Brasil) Petroleo Ltda. (Note iii)	Brazil	50.00
10.	Mumbai Aviation Fuel Farm Facility Private Limited	India	25.00
11.	Kochi Salem Pipeline Private Limited	India	50.00
12.	BPCL-KIAL Fuel Farm Private Limited	India	74.00
13.	Haridwar Natural Gas Pvt Ltd.	India	50.00
14.	Goa Natural Gas Private Limited	India	50.00
15.	DNP Limited (Note vi)	India	26.00
16.	Taas India Pte Ltd. (Note vii)	Singapore	33.00
17.	Vankor India Pte Ltd. (Note vii)	Singapore	33.00
18.	Falcon Oil & Gas BV (Note xi)	Netherlands	30.00
19.	Ratnagiri Refinery & Petrochemicals Ltd.	India	25.00
20.	LLC TYNGD (Note viii)	Russia	9.87
21.	Urja Bharat Pte. Ltd. (Note xii)	Singapore	50.00
22.	Assam Bio Refinery (P) Ltd. (Note vi)	India	50.00
23.	Indradhanush Gas Grid Ltd. (Note vi)	India	20.00
<b>C.</b>	<b>Associates</b>		
1.	Indraprastha Gas Limited	India	22.50

<b>S.No.</b>	<b>Particulars</b>	<b>Country</b>	<b>% Shareholding</b>
2.	Petronet LNG Limited	India	12.50
3.	GSPL India Gasnet Limited	India	11.00
4.	GSPL India Transco Limited	India	11.00
5.	Kannur International Airport Limited (Note v)	India	21.68
6.	Petroleum India International	India	18.18
7.	Petronet India Limited (Note xiii)	India	16.00
8.	Petronet CI Limited (Note iv)	India	11.00
9.	FINO Paytech Limited	India	20.73
10.	Brahmaputra Cracker and Polymer Limited (Note vi)	India	10.00
11.	Mozambique LNG 1 Pte Ltd (Note ix)	Singapore	10.00
12.	JSC Vankorneft (Note x)	Russia	7.89

*Source: Annual Report for FY 2018-19*

**Notes:**

- i. Bharat PetroResources JPDA Limited, BPRL International BV and BPRL International Singapore Pte. Ltd. are 100% Subsidiaries of BPRL.
- ii. BPRL Ventures BV, BPRL Ventures Mozambique BV, BPRL Ventures Indonesia BV and BPRL International Ventures BV are wholly owned Subsidiaries of BPRL International BV which have been incorporated outside India.
- iii. BPRL Ventures BV holds 50% equity in Joint Venture Company IBV (Brasil) Petroleo Ltda. incorporated in Brazil.
- iv. Consolidation in respect of Investment in Petronet CI Limited and Bharat Renewable Energy Limited have not been considered in the preparation of Consolidated Financial Statements as the parent company has decided to exit from these Companies and provision for full diminution in the value of investment has been done in the standalone financial statements of the parent company.
- v. Kannur International Airport Limited has not prepared its financial statements and the same has not been considered for consolidation as the same is not expected to be material.
- vi. Brahmaputra Cracker and Polymer Limited is an Associate of NRL and DNP Limited, Assam Bio Refinery (P) Ltd. and Indradhanush Gas Grid Ltd. are Joint Ventures of NRL.
- vii. Taas India Pte Ltd. and Vankor India Pte Ltd. are Joint Venture companies of BPRL International Singapore Pte Ltd.
- viii. LLC TYNGD is a Joint Venture of Taas India Pte Ltd.
- ix. Mozambique LNG 1 Pte Ltd is an associate of BPRL Ventures Mozambique BV.
- x. JSC Vankorneft is an associate of Vankor India Pte Ltd.
- xi. Falcon Oil & Gas BV is a Joint Venture of BPRL International Ventures BV.
- xii. Urja Bharat Pte Ltd. is a Joint Venture of BPRL International Singapore Pte. Ltd.
- xiii. Petronet India Limited has gone under winding up. Consolidation has been done based on the declaration of solvency by the management of company.
- xiv. In 2019-20, BPCL has taken stake of 25% in IHB Private Limited



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