

## ANNEXURE-A of SELECTION GUIDELINES

### Agreement for Del Credere Agent/Del Credere Agent cum consignment stockist (DCA/DCA-Cum-CS)

This agreement made on \_\_\_\_ day of \_\_\_\_\_ 2026 (“Agreement”) at \_\_\_\_\_.

BETWEEN

**BHARAT PETROLEUM CORPORATION LIMITED**, a company registered under Indian Companies Act, 1956 (CIN: L23220MH1952GOI008931), having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai – 400 001, hereinafter called “**BPCL**” (which expression shall, where the context or meaning so requires include its successors and permitted assigns) of the **First Part**;

AND

\_\_\_\_\_, a company incorporated under the Companies Act, [--] (CIN: \_\_\_\_\_), having its registered office at \_\_\_\_\_, hereinafter called the “**DCA/DCA-cum-CS**” (which expression shall, where the context or meaning so requires include its successors and permitted assigns) of the **Second Part**.

The DCA/DCA-cum-CS and BPCL shall hereinafter collectively be referred to as the “**Parties**” and singularly as the “**Party**”.

#### **WHEREAS:**

- A. BPCL is engaged inter alia in the business of refining and marketing various petroleum, petrochemical, and polymer products (the “**Product(s)**”) in India. BPCL has its refineries in Mumbai, Maharashtra, Bina, Madhya Pradesh, and Kochi, Kerala, as well as installations / depots at various locations across India.
- B. DCA/DCA-Cum-CS is engaged and having an experience in the business of marketing and distribution of Products.
- C. BPCL had invited applications through an open press advertisement from the prospective business parties for appointment of a del credere agent cum consignee stockist to market and distribute its Products in different markets of India, wherein DCA/DCA-cum-CS applied for and got selected as one of the successful channel partners for marketing and distribution of the Products for the given Territory (*defined below*) on terms and discussions mentioned in the application form released during advertisement.
- D. BPCL has agreed to appoint DCA/DCA-cum-CS on non-exclusive basis and DCA/DCA-cum-CS has agreed to provide its services of marketing, distribution, and stocking of the Products for XXX territory (herein referred to as the “**Territory**”) as directed by BPCL on such terms and conditions as set out hereunder:

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:**

#### **1) DEFINITIONS AND INTERPRETATIONS**

##### **a) Definitions**

In this Agreement: (a) capitalised terms defined by inclusion in quotations and / or parenthesis have the meanings so ascribed; and (b) the following terms shall have the following meanings assigned to them herein below, except where the context expressly otherwise requires:

- (i) **“Agreement”** shall mean this agreement for the appointment of a del credere agent / del credere agent cum consignee stockist, together with its recitals, schedules attached hereto, any other documents to be executed between the Parties and delivered pursuant hereto, and any amendments made thereto in terms hereof.
- (ii) **“Confidential Information”** includes any and all information, documents or data of whatever nature or form which relates to and / or is furnished or caused to be furnished, directly or indirectly, by BPCL and / or its affiliates and / or any of their representatives to the DCA/DCA-cum-CS and / or its representatives, whether prior to execution of this Agreement or thereafter, regardless of whether such information is communicated orally, in writing, graphically, pictorially, in machine-readable form, by electronic transmission, visually and / or in another non-written form, including, without limitation, by observation or examination of the BPCL and / or its affiliates’ facilities and / or operations or otherwise, whether tangible or intangible, and whether or not designated as confidential or proprietary information. Confidential Information shall include, without limitation, technical, operational, business, commercial, regulatory, marketing, sales, promotional, financial and artistic information, trade secrets, prospective clients, suppliers, volume projections, and information in relation to data, know-how and experience, designs, sketches, plans, drawings, systems, processes, schematics, blueprints, flow-charts, algorithms, tools, hardware, software, source codes, object codes, manufacturing methods, production methods, product plans, product literature and marketing material, brochures, photographs, videos, quality control and testing methods, specifications, business plans, techniques, models, prototypes and descriptions relating thereto, model names, samples, records, reports, pricing, forecasts, analyses, compilations, compositions, studies, notes, listings, Intellectual Property Rights (*as defined hereinafter*), inventions, research, discoveries, employee files or other employee information, customer lists and other customer information - whether relating to past, present or prospective customers, existence of, and the terms of, this Agreement and agreements with suppliers, customers and other third parties, or any other information whose nature makes it obvious that it is confidential, whether or not marked or designated as Confidential Information and any derivative information and any other information which BPCL considers is of a confidential or proprietary nature.
- (iii) **“GST”** shall mean the goods and services tax.
- (iv) **“Intellectual Property”** shall mean and include all rights, titles, and interests vested or arising out of industrial or intellectual property, whether protected at common law and /or under any statute, which includes (without limitation) any rights and interest in inventions, patents, copyrights, designs, trademarks, service marks, tradenames, knowhow, business names, logos, process development, licenses, trade secrets, goodwill, manufacturing techniques, specifications, patterns, drawings, computer software, technical information, research data, concept methods, procedures and any other knowledge of any nature whatsoever throughout the world and including all applications made for the aforesaid, rights to apply, and any amendments/ modifications, renewals thereto all other intellectual property rights whether available at time and /or in future to BPCL including any property rights created and/or generated from services rendered by the DCA/DCA-cum-CS under this Agreement.
- (v) **“Product(s)”** shall have the meaning ascribed to it in recital A of this Agreement.
- (vi) **“Territory”** shall have the meaning ascribed to it in recital D of this Agreement.

b) **Interpretation:**

In this Agreement, unless the context otherwise requires:

- (i) Time shall be of the essence in the performance of a Party's respective obligations. If any time period specified herein is extended, such extended time shall also be of equal essence;
- (ii) Headings are inserted for convenience only and shall not affect the construction of this Agreement;
- (iii) Words importing gender means all genders.
- (iv) Reference to any document under this Agreement, are reference to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- (v) Reference to any clause, recital and schedule are references to clauses, recitals and schedules of this Agreement. The recitals and schedules attached hereto are deemed to be part of this Agreement.
- (vi) all references in this Agreement to statutory provisions shall be statutory provisions for the time being in force and shall be construed as including references to any statutory modifications, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force and all statutory rules, regulations and orders made pursuant to a statutory provision;
- (vii) references to "INR" and "Rupees" are references to the lawful currency of the Republic of India; and
- (viii) any reference to a singular term shall include its plural and vice versa.

## 2) **APPOINTMENT**

Subject to DCA/DCA-cum-CS complying with its Covenants (*as defined below*) under this Agreement, BPCL hereby appoints DCA/ DCA-cum-CS and DCA/ DCA-cum-CS hereby accepts its appointment as a del credere agent / del credere agent cum consignee stockist of BPCL on a non-exclusive basis for marketing, distribution and/or stocking of the Products in the Territory as may be directed by BPCL from time to time. Nothing in this Agreement shall prevent BPCL from appointing any additional agents, stockists or channel partners in any territory, or from undertaking sales, marketing or distribution of the Products on its own account without any notice or intimation to the DCA/DCA-cum-CS.

## 3) **UNDERTAKINGS, COVENANTS AND ACKNOWLEDGEMENTS**

The DCA/DCA-cum-CS shall, during the Term of this Agreement, observe and comply with the following undertakings, and covenants ("**Covenants**"):

- (i) It undertakes to act as BPCL's del credere agent / del credere agent cum consignee stockist subject to the terms and conditions hereinafter contained and policy / procedures / guidelines which may be prescribed by BPCL from time to time for marketing of the said Products within the Territory by using all its best efforts.
- (ii) It is expressly agreed and declared that the relationship between the Parties is just one of the domestic channel partners for the Territory under the Term of this Agreement. Nothing herein shall constitute or be deemed to authorize DCA/DCA-cum-CS to act as the legal representative or agent except to the extent authorized by this Agreement, nor shall DCA/ DCA-cum-CS have the right or authority to assume, create and/or incur any liability and/or obligation, express or implied, against, in the name of, or on behalf of BPCL without the prior written consent of BPCL. Any such act of the DCA/DCA-cum-CS creating liability and/or obligation in the name of, or on behalf of BPCL, without prior written consent of BPCL,

shall not be binding on BPCL.

- (iii) It shall give prior written intimation to BPCL before effecting any change in the name, composition, legal identity or change of control.
- (iv) It shall not, under any circumstances, commit any act or omit to do any act or thing that may in any manner jeopardize, dilute, impair, or otherwise adversely affect BPCL's Intellectual Property Rights. DCA / DCA cum CS shall not claim or have any right in BPCL's Intellectual Property Rights and shall promptly inform BPCL of any information obtained or received by him of any infringement thereof or passing off of any goods of BPCL to any person, firm, or body.
- (v) It shall be responsible for the quality and quantity of the Products received and handled in their owned/hired warehouses. Any Product losses or degradation of quality arising from leakage, pilferage, loss, diversion or any other cause attributable to the acts, omissions, negligence, failure of facilities, or infrastructure limitations of the DCA/DCA-cum-CS, shall be solely on its account. If at any time during the handling and storage of the Products supplied by BPCL, fail to conform to the approved specifications or agreed quantity, the entire cost of correction which includes freight, down gradation / up gradation (if any), processing charges (if any), shall be recovered from DCA/DCA-cum-CS.

#### 4) **PROCEDURE**

The terms and conditions subject to which promotional activities and the sale of the said Products are to be carried out and affected are:

- (i) The DCA/ DCA-cum-CS shall cultivate and maintain good relationships with customers and potential customers in accordance with sound commercial practice and make best efforts to encourage the customers to purchase the said Products from BPCL. In carrying out its Covenants under this Agreement, DCA/ DCA-cum-CS shall use promotional, advertising and similar other materials, which are supplied or approved by BPCL from time to time. DCA/DCA-cum-CS shall render active support to the customers in redressing inconvenience with respect to usage of the said Products and keep BPCL informed of the same from time to time.
- (ii) BPCL shall make available to DCA/ DCA-cum-CS a format of indent/ order for securing order from the customer. The customer shall fill and sign the indent/ order and submit the same to BPCL through DCA/ DCA-cum-CS. Subject to the production and availability of the said Products, BPCL at its sole discretion, shall raise necessary delivery challans and invoices and other documents to the customers for the sale of the said Product. DCA shall be solely responsible for collection all payments to BPCL in respect of the bills/invoices raised by BPCL against any indents. DCA / DCA-cum-CS further undertakes to remit to BPCL, all sale proceeds collected from the customers strictly within 2 (two) calendar days of such collection, in such manner and to such account as may be specified by BPCL from time to time. The DCA shall keep BPCL indemnified at all times from any loss arising out of non-realization of payments or non-fulfillment of statutory obligations by the customers.
- (iii) BPCL may from time to time formulate guidelines with respect to sale of the Products to any specific class of customers, including any quantitative restriction, which shall be binding on DCA/ DCA-cum-CS.

#### 5) **SECURITY DEPOSIT**

- (i) As a security for the due performance its obligations and Covenants in accordance with the terms and conditions herein contained, DCA/ DCA-cum-CS shall keep with BPCL, a cash deposit of such sum as

may be determined by BPCL in its sole discretion from time to time (“**Security Deposit**”), which shall be refunded by BPCL upon the expiry of the Term or termination of this Agreement (whichever is later), after adjustment of all claims and outstanding dues of BPCL against DCA/DCA-cum-CS. DCA/DCA-cum-CS further undertakes and agrees to comply with any increase in the sum of the Security Deposit as demanded by BPCL from time to time, without any dispute. This Security Deposit shall not be construed as a fixed deposit or in any nature of loan by the DCA/DCA-cum-CS to BPCL. The value of financial exposure allowed to the DCA at any point of time shall be determined by the policy declared by BPCL from time to time and would be based on the Security Deposit furnished by DCA/ DCA-cum-CS. No interest will be paid on the Security Deposit

- (ii) DCA-cum-CS shall in addition to the Security Deposit, furnish an irrevocable and unconditional bank guarantee in such format and for such sums as may be required by BPCL to be issued by the bank and duly accepted by BPCL, which should be a nationalized and/or schedule bank (“**Bank Guarantee**”). It is further agreed that in the event DCA/ DCA-cum-CS fails or neglects in meeting its commitment or otherwise, or fails to carry out any of its obligations or Covenants under this Agreement, or commits any breach of any terms of this Agreement, expressed or implied, BPCL shall be entitled to adjust the Security Deposit and/or invoke the Bank Guarantee towards its claims and/or outstanding dues under this Agreement including losses and/or damages suffered by BPCL due to a breach committed by the DCA/ DCA-cum-CS under this Agreement.
- (iii) Should DCA/ DCA-cum-CS fail or otherwise neglect to remit the sale proceeds/other dues of the Products or fails to collect from the customer the statutory forms and documents under various applicable laws, in accordance with Clause 4(ii) (*Procedure*) above, BPCL shall without prejudice to its other remedies available at law, be entitled to adjust from the Security Deposit and/or enforce the Bank Guarantee in full or in part and/or commission of DCA/ DCA-cum-CS as the case may be and realize the amount due to it along with any applicable interest. DCA/ DCA-cum-CS shall not in any way create any impediments in such enforcement of the Bank Guarantee or adjustment of the Security Deposit.
- (iv) Notwithstanding what has been stated hereinabove in this clause, in the event of any claim(s) of BPCL becomes overdue, BPCL may, without prejudice to any other right or remedy available to BPCL under the Agreement, adjust the Security Deposit or enforce the Bank Guarantee (to the extent required) to recover from DCA/DCA-cum-CS its outstanding dues under this Agreement. In such a scenario, DCA/DCA-cum-CS may be required to (a) increase the Security Deposit and the Bank Guarantee amount from its original amount, as per the instruction / policy form BPCL at the relevant point of time; or (b) submit a fresh security deposit/ bank guarantee for an amount equivalent to the amount claimed/ instructed by BPCL.

## 6) **COMMISSION**

- (i) In respect of the orders procured/served by DCA under this Agreement, BPCL shall pay to DCA a commission at INR 400 per MT (Indian Rupees Four Hundred per metric ton) (subject to deduction rates, taxes and duties as applicable) or at such rate as may be decided by BPCL from time to time. In case wherein Product storage is also provided by DCA-cum-CS, BPCL will pay to DCA-cum-CS a commission of INR 100 per MT (Indian Rupees One Hundred per metric ton) in addition to the commission of INR 400 per MT (Indian Rupees Four Hundred per metric ton) as mentioned in para (a) above. (Together the “**Commission Fee**”).
- (ii) Commission Fee is payable only in respect of such invoices where full value has been received by BPCL towards full and final settlement of the invoice. Commission Fee will not be accrued till the full value of the Products along with interest due thereon, if any, is realized by BPCL.
- (iii) Commission Fee shall be payable to DCA/ DCA-cum-CS on a monthly basis after deduction of taxes,

levies and any other statutory deduction, as applicable.

- (iv) In case of business canvassed directly by BPCL and supply through DCA-cum-CS warehouse, only commission of INR 100 per MT (Indian Rupees One Hundred per metric ton) shall be payable for such transaction. In such cases, BPCL will be responsible for payment collection from such direct customers. However, where the business is canvassed by BPCL but serviced by the DCA-cum-CS, including on the DCA-cum-CS's credit, the DCA-cum-CS shall be entitled to the full commission applicable under this Agreement.
- (v) DCA/DCA-cum-CS acknowledges that, BPCL shall have the absolute right, at its sole discretion, to revise, vary, modify, or withdraw the Commission Fee at any time, and the DCA/DCA-cum-CS shall have raise no dispute against BPCL in this regard.

## **7) REALIZATION**

- (i) DCA/DCA-cum-CS undertakes to remit to BPCL the value of the Products immediately on realization. DCA/DCA-cum-CS guarantees and undertakes that the buyers of the said Products will fulfill their obligations to BPCL in respect of the sales affected. DCA/DCA-cum-CS further guarantees the payment of the said price due and payable for the said Products and in the event of any default by the buyers or the customers in paying the prices within the due date, DCA/DCA-cum-CS undertakes to pay the same to BPCL, and/or BPCL shall have the right to realize the payment for the sale of such Products by either adjusting the Security Deposit or invoking the Bank Guarantee.
- (ii) DCA/ DCA-cum-CS shall submit daily accounts to BPCL of the collections received by it under this Agreement. It shall send/ transfer the sale proceeds collected as per the instructions of BPCL.
- (iii) If the sale proceeds are not received by BPCL within its due date from the customers in accordance with Clause 4(ii) (*Procedure*) above, such outstanding shall be payable by DCA/DCA-cum-CS together with interest and charges at such rates as may be decided by BPCL from time to time, as if the said amount is due and payable by the DCA/DCA-cum-CS.
- (iv) DCA/DCA-cum-CS agrees that all the rights and privileges that may be available to the DCA/DCA-cum-CS as an agent under the Indian Contract Act, 1872 or any other applicable law, except those as provided in this agreement, are hereby expressly waived. Without prejudice to the generality of the above, the DCA/DCA-cum-CS shall have no right to:
  - a) retain the sums received from the customers, or
  - b) detain the sale proceeds, or
  - c) possess or exercise any right or lien over the Products or any sums received as.

## **8) REPRESENTATION AND FURTHER OBLIGATIONS**

- (i) DCA/ DCA-cum-CS hereby declares that it shall not engage in any unfair trade practices during the Term of this Agreement.
- (ii) DCA/DCA-cum-CS shall as and when directed by BPCL carry out market survey and furnish report dealing inter alia with the ratio of the market share of BPCL vis-à-vis its competitors and the list of potential customers, their financial status, goodwill in the market etc.
- (iii) DCA/DCA-cum-CS represents that execution and delivery of this Agreement has been properly authorized and this Agreement does not conflict with or result in breach of or default under any provisions

of its bye-laws or constitution, or any material terms or provisions of any laws, regulations or contracts to which it is a part/ subject to, or by which it is bound. DCA/DCA-cum-CS represents that there are no actions, claims, proceedings, investigations pending or threatened against it or initiated by it of which it is aware, and which may have a material effect on the subject matter of this Agreement. DCA/DCA-cum-CS further represents that, it has or will at the relevant time have, all licenses, authorizations, consents, approval and permits required by all applicable laws and regulations in order to perform its obligations under this Agreement, and otherwise complies with all laws and regulations applicable to the performance of those obligations. DCA/DCA-cum-CS shall keep all necessary records in such form and manner as may be required from time to time by BPCL and shall make available a copy of such records on demand of BPCL.

- (iv) DCA/DCA-cum-CS shall not furnish any guarantee or warranty regarding the Products except such warranties as may be given by BPCL in writing and shall not incur any liability on account of BPCL in any manner whatsoever unless agreed by BPCL in writing.
- (v) DCA/DCA-cum-CS shall be liable to BPCL with all statutory, financial, and any other obligations, as may be applicable to a del credere agent and BPCL shall not be responsible for any financial obligation in this regard. Any non-compliance will be the sole responsibility of DCA/DCA-cum-CS and it shall hold BPCL good before any statutory authority, court or forum, on account of DCA/DCA-cum-CS's non-compliance.
- (vi) DCA/DCA-cum-CS shall be responsible for collecting all the necessary statutory documents, as applicable from time to time, including but not restricted to the following:
  - (a) sales tax/VAT/GST related forms and documents;
  - (b) statutory documents from authorities like customs, excise, GST, chamber of commerce, customer credentials etc.;
  - (c) supply certificates; and
  - (d) any other details as required by BPCL from time to time.

The forms/documents shall be complete in itself and duly signed by the competent authority(ies) and any liability arising out of non-collection of the above forms/ document(s) will be recovered from DCA/DCA-cum-CS without any reference. The liability of DCA/DCA-cum-CS shall survive the termination/Term of this Agreement and upon such termination/ expiry of the Term DCA/DCA-cum-CS shall indemnify BPCL for all costs, charges, losses and expenses and other damages if any, incurred by BPCL under this Agreement.

- (vii) All discounts claimed by DCA/DCA-cum-CS on behalf of customers in respect of valid sales made, shall be passed immediately to the customers by DCA cum CS on receipt of credit advisory from BPCL.
- (viii) DCA/DCA-cum-CS shall register with the GST authorities and shall comply with all statutory requirements in this regard and will further be liable to pay all taxes there under as may be applicable. BPCL will reimburse GST paid by DCA-cum-CS for sale of the Products under following conditions:
  - (a) DCA/DCA-cum-CS shall charge GST separately in the bills raised on BPCL.
  - (b) DCA/DCA-cum-CS shall provide BPCL with copies of the tax challans evidencing deposit of GST.
  - (c) The bills raised by DCA/DCA-cum-CS on BPCL should mention its GST registration number,

value of the taxable services and the name of the services.

- (d) In case BPCL is denied input tax credit of GST, in whole or in part, for any reason, then the corresponding reimbursement shall not be payable by BPCL to DCA/DCA-cum-CS and, if already paid, shall be recoverable from DCA/DCA-cum-CS along with applicable interest at a rate as mentioned by BPCL from time to time.
- (ix) DCA/DCA-cum-CS shall forthwith inform BPCL in writing upon receipt of any show cause / search/ seizure notice / legal notice/ summons against the firm and /or the proprietor, partner, director (in official/ individual capacity) issued by any statutory / quasi statutory/state or central government agencies within 24 (twenty four) hours of receipt of such notice.
- (x) No administration order has been made, no petition or application has been admitted before any court for the appointment of an administrator in respect of DCA/DCA-cum-CS and no notice of appointment of an administrator has been given in respect of DCA/DCA-cum-CS.
- (xi) The DCA/DCA-cum-CS undertakes to ensure that no Customer shall use the Products for any illegal, unlawful or anti national activities.

## **9) INSPECTION**

DCA/ DCA-cum-CS undertakes to allow any of BPCL's authorized representatives an unconditional access to visit its office, place of business, establishment from time to time within normal office hours to inspect, examine and audit such books of accounts, registers, records and correspondences of DCA/DCA-cum-CS and to verify its physical books, stocks, etc. as may be related to BPCL's business operations under this Agreement, at DCA/DCA-cum-CS expense.

## **10) CONFIDENTIALITY**

DCA/DCA-cum-CS agrees and undertakes to keep secret and confidential at all times during the continuance of the Agreement and even after expiry/termination thereof, all Confidential Information coming into its possession or knowledge in respect of BPCL's operations, books of accounts or any other information or documents relating to the Products that may come into possession of DCA/DCA-cum-CS in connection with the performance of its obligations under this Agreement. DCA/DCA-cum-CS shall not part with, transfer, use, divulge, or disclose any Confidential Information received by them or coming into its possession in relation to BPCL's operations, to any third party whether for commercial gain or otherwise in any manner without the prior written consent of BPCL, unless the same has been expressly permitted under this Agreement. The provisions of this clause shall be subject to any Confidential Information required to be disclosed under a court of law or that is already available in the public domain. DCA/DCA-cum-CS shall, if required by BPCL, obtain suitable undertakings in relation to this Clause from its employees who have access to the Confidential Information handled by DCA/DCA-cum-CS on behalf of BPCL. The provisions of this Clause shall survive termination of this Agreement. DCA/ DCA-cum-CS agrees that BPCL and / or its affiliates shall have no liability whatsoever to DCA/ DCA-cum-CS or any other person on any basis (including, without limitation, in contract, tort or otherwise) in connection with the use of such Confidential Information.

## **11) INTELLECTUAL PROPERTY RIGHTS**

- a) **Ownership.** DCA/DCA-cum-CS agrees that the Intellectual Property provided by or on behalf of the

BPCL and / or its affiliates is and shall at all times remain the exclusive property of the BPCL and / or its affiliates, as the case may be, and neither the DCA-cum-CS nor any of its representatives shall acquire, by implication or otherwise, any right, title, interest or license in or to any Intellectual Property of BPCL and / or its affiliates.

- b) DCA/DCA-cum-CS acknowledges that the Intellectual Property was designed, developed or otherwise obtained at great expense over lengthy periods of time, and that the Intellectual Property is secret, confidential, unique and essential to the business of the BPCL and / or its affiliates and constitutes the exclusive property and trade secret of BPCL and / or its affiliates. DCA-cum-CS acknowledges and agrees that all applicable Intellectual Property is retained exclusively by BPCL and / or its affiliates and that no license is granted and no transfer, assignment or license of the rights shall be deemed to have arisen or implied in any Intellectual Property of BPCL and / or its affiliates.
- c) DCA/DCA-cum-CS shall refrain from and shall not allow, either itself or through its affiliates or their respective representatives, directly or indirectly, any reverse engineering, re-engineering, decompiling, re-compiling the Intellectual Property or any part thereof.
- d) DCA/DCA-cum-CS shall promptly disclose in writing to the BPCL, all discoveries, inventions, developments, designs, ideas, improvements, formulas, processes, techniques, applications, work systems, know-hows, and data (whether patentable or not patentable or registrable under copyright or similar statutes) made, conceived, reduced to practice, or learned by DCA/DCA-cum-CS, either alone or jointly with others during the period of its association with BPCL, that are related to or useful in the business or operation of BPCL, or which result from the tasks assigned to DCA/DCA-cum-CS by the BPCL (hereinafter collectively referred to as “**Inventions**”).
- e) DCA/DCA-cum-CS hereby agrees that the proprietary rights in any and all Inventions, which it solely or jointly has been made or developed or will make and develop, wholly or partially, during its association with BPCL, shall be the exclusive property of BPCL. If required by BPCL, the DCA/DCA-cum-CS agrees to supply BPCL with all necessary information, records, drawings and models, to explain the working of the Inventions, and perform all other acts and execute and deliver all other agreements and documents as may be necessary or appropriate to carry out the intent and purpose of this clause, including without limitation assignment and assumption agreements. In the event BPCL is unable for any reason, after reasonable effort, to secure the DCA/ DCA-cum-CS’s signature on any document needed in connection with the actions specified in the preceding paragraph, DCA/DCA-cum-CS hereby irrevocably designates and appoints BPCL and its duly authorized officers and agents as its agent and attorney-in-fact, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by DCA/DCA-cum-CS. The DCA/DCA-cum-CS hereby waives and quits claim to any and all claims of any nature whatsoever which it may now or may hereafter have for infringement of any proprietary rights assigned to BPCL. DCA/DCA-cum-CS will preserve the confidentiality of any such Invention that is required to be assigned to BPCL under this Agreement.

## 12) INDEMNIFICATION

Without prejudice to the rights BPCL has under applicable laws of India and/or under this Agreement, DCA cum CS hereby unequivocally and irrevocably undertakes at all times to hold BPCL harmless, and to fully defend, indemnify and keep indemnified BPCL, its directors, officers, employees, agents, representatives from and against and in respect of any and all claims, liabilities, allegations, suits, actions, investigations, judgment, deficiencies, settlements, inquiries, demands and/or other proceedings of whatsoever nature and/or kind, whether formal or informal, brought against BPCL and/or any of its officers, directors, employees, representatives or agents, as well as from and against in respect of any and all damages, liabilities, losses, costs,

charges, fees and expenses including, relating to, based up on, incidental to, arising from, and/or in connection with gross negligence of any act of commission, omission, fraud, negligence and/or willful misconduct of, and/or breach and/or non-fulfilment of any covenant or obligations of this Agreement on part of DCA/ DCA-cum-CS and/or on the part of any of its employees.

13) **EMPLOYEE OF DCA/ DCA-CUM-CS**

- (i) DCA cum CS shall provide adequate number of office staff and labour staff to operate efficiently and to the satisfaction of BPCL and its customers. In addition to the terms and conditions herein, DCA cum CS shall undertake full and entire responsibilities in regard to the compliance of all provisions of state and central laws, legislation, enactments, rules, regulations including the application of tax laws, and labour laws thereof which are in force from time to time in connection with workmen working under DCA cum CS shall hold harmless, indemnify and keep indemnified BPCL in respect of all payments, compensations, penalties, or damages, arising during the Term of this Agreement and also after termination of this Agreement.
- (ii) It is agreed and declared that all employees of DCA/DCA-cum-CS in relation to this Agreement shall not be deemed to be BPCL's employees for any purpose under any law for time being in force. In other words, no employer-employee relationship between BPCL and such persons is intended nor shall the same be deemed to subsist between BPCL and such persons. All employees, workers, consultants and the like, engaged by DCA/DCA-cum-CS in connection with the discharge of its duties and obligation under this Agreement shall be under the sole employment of DCA/DCA-cum-CS, and DCA/DCA-cum-CS shall be solely responsible for their salaries, wages, statutory payments and the like. Under no circumstances shall BPCL be liable for any payments or claim or compensation (including but not limited to compensation on account of any injury / death / termination) of any nature to such employees, workers and consultants at any point of time during the Term of this Agreement or after its termination. Any payment or liability for payment incurred by BPCL by way of any compensation shall be fully reimbursed by DCA/DCA-cum-CS to BPCL.

14) **TERM**

This Agreement shall come into effect from XXXX and subject to the terms and conditions contained herein , and shall remain in force and effect till close of business on XXXXX unless the same is terminated by BPCL in accordance with Clause 15 (*Termination*) below, ("**Initial Term**"). Upon expiry of the Initial Term, the Agreement may be renewed by BPCL for such further period of 5 (five) years on sole its sole discretion, ("**Renewed Term**"). The Initial Term and the Renewed Term together shall hereinafter be referred to as the "**Term**".

15) **TERMINATION**

- (i) This Agreement may be terminated by BPCL forthwith on the happening of any of the following events:
  - (a) if DCA/DCA-cum-CS in the event of it being the sole proprietor of the proprietary firm dies or is declared lunatic.
  - (b) if DCA/DCA-cum-CS becomes insolvent or if its business is wound up or dissolved or there is any constitutional change of DCA/DCA-cum-CS.
  - (c) if DCA/DCA-cum-CS is guilty of any conduct which in the opinion of BPCL is prejudicial or detrimental to BPCL's interests. The decision of BPCL that DCA/DCA-cum-CS has committed a breach of the Agreement shall be final and binding upon DCA/DCA-cum-CS.

- (d) if DCA/DCA-cum-CS purports to sell, assign, transfer, or otherwise encumber, in whole or part, its rights, benefits and liabilities under this Agreement, without the written permission from BPCL.
  - (e) if the performance of DCA/DCA-cum-CS in the opinion of BPCL is not satisfactory.
  - (f) if DCA/DCA-cum-CS commits breach of any terms and conditions of this Agreement.
  - (g) if a receiver is appointed or attachment is made in respect of any of the properties or assets of the DCA/DCA-cum-CS.
  - (h) if DCA/DCA-cum-CS fails to make any payment payable by it under this Agreement to BPCL.
  - (i) if DCA/DCA-cum-CS is found violating the directions of BPCL as communicated from time to time.
  - (j) in accordance with Clause 18(i)
- (ii) Notwithstanding anything contained herein, this Agreement may be terminated by either Party by giving a 3 (three) months' notice in writing sent by hand delivery /E-Mail and followed by registered post/ reputed courier to the other Party at its registered office / principle place of business.
- (iii) All other notice / information as may be required to be given to other Party may also be deemed to be duly served along with the notice in writing or written information sent by hand delivery/ fax/ email and followed by registered post/ reputed courier to the other party at its registered office/ principal place of business.
- (iv) **Consequences of Termination:** In the event of termination of this Agreement, DCA/DCA-cum-CS shall:
- (a) provide BPCL with details of orders enquiries pending on the date of such termination or expiry of the Agreement period. DCA/DCA-cum-CS shall also hand over or deliver back / return all price lists, documents, all samples, brochures, other sales promotional materials together with any property/ Confidential Information of BPCL lying in DCA/DCA-cum-CS's possession. Termination of the Agreement, howsoever, occasioned, shall be without prejudice to the rights and obligations of the Parties herein incurred prior to the date of termination of this Agreement.
  - (b) forthwith pay all amounts due to BPCL without prejudice to its other remedies in default of such payments within a 7 (seven) calendar days of such termination. BPCL will be at liberty to forfeit the Security Deposit and /or invoke the aforesaid Bank Guarantee in its entirety or part thereof. A statement of account duly signed by an authorized officer of BPCL subject to errors/omissions shall be final and conclusive and binding on DCA/DCA-cum-CS as to his/its indebtedness. BPCL shall also have the right to adjust any amount due from DCA/DCA-cum-CS against any amount payable to DCA/DCA-cum-CS in connection with the transactions under this Agreement.
  - (c) On termination of this Agreement, all rights of DCA/DCA-cum-CS to represent BPCL under this Agreement shall cease to exist forthwith.

## 16) RULES AND REGULATIONS

DCA/DCA-cum-CS will comply with the requirements of all the statutes, laws and regulations and shall exclusively be liable for the collection and payment of sale proceeds of the said Products. DCA/DCA-cum-CS shall at all times indemnify and keep BPCL indemnified from and against all losses that may be incurred by

BPCL in relation to the Products sold under this Agreement, including collection of all statutory documents, tax forms etc. and expenses of whatsoever nature.

#### 17) **AMENDMENTS**

No amendments and or modification to this Agreement shall be valid and binding between the Parties unless executed in writing and signed by both the Parties.

#### 18) **FORCE MAJEURE**

- (i) Any failure and/or omission to carry out the provisions of this Agreement by DCA/DCA-cum-CS due to any act of God, which shall include all acts of natural calamities such as flood, earthquakes, hurricanes, pestilence, riots, embargoes and/or from any political and/or other reasons beyond the control of DCA/DCA-cum-CS, including war whether declared or not, civil war and/or a state of insurrection, sabotage, fire, hostilities, national emergencies, civil disturbances, commotion, embargo, epidemic or any law or promulgation, regulation or ordinance or executive order whether central or state or local or municipal authorities, strike / explosion in the either Parties' plant/ installation/ warehouse (each a "**Force Majeure Event**"), DCA/DCA-cum-CS shall notify BPCL in writing within 24 (twenty four) hours of the beginning and ending, giving full particulars and satisfactory evidence about the failure and/or omission on the part of DCA/DCA-cum-CS to carry out its obligations/ responsibilities under this Agreement. If such events continue to subsist and prevent DCA/DCA-cum-CS from performing/ completing its obligation for more than 30 (thirty) days from the receipt of the notice of such occurrence, BPCL shall have the right to forthwith terminate this Agreement.
- (ii) No Party shall be responsible for failure of or delay in performance of their respective obligations under this Agreement, if (a) such failure or delay is attributable to the occurrence of a Force Majeure Event, and in case of DCA/DCA-cum-CS (b) it has promptly notified BPCL of such failure or delay in accordance with Clause 18(i) above.
- (iii) On the occurrence of a Force Majeure Event, dates by which performance obligations are scheduled to be met will be extended for period of time equal to the time loss due to any delay so caused, up to a maximum period of 2 (two) weeks.
- (iv) In the event a Force Majeure Event continues to subsist of the period mentioned in Clause 18(iii) above, the Parties shall mutually discuss various aspects of the Agreement and decide future action in consultation with each other.
- (v) Both Parties will, to best of their ability, diligently work together to resume operations overcoming the Force Majeure Event conditions at the earliest.

#### 19) **GOVERNING LAW AND JURISDICTION**

The Agreement shall be governed by the laws of India and the courts at Mumbai, Maharashtra shall have exclusive jurisdiction on the matters related to this Agreement.

#### 20) **ALTERNATE DISPUTE MECHANISM / ARBITRATION**

Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation, effect or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned hereinbelow:

- (a) The dispute or difference shall, in any event, be referred only to a sole arbitrator.
- (b) The appointment of the sole arbitrator and the arbitration proceedings shall be conducted in accordance with arbitration rules followed by the Standing Forum of Public Enterprises (SCOPE) forum for the time being in force or as amended from time to time.
- (c) The seat of arbitration shall be at Mumbai, Maharashtra.
- (d) The proceedings shall be conducted in English language.
- (e) The cost of the proceedings shall be equally borne by the Parties, unless otherwise directed by the sole arbitrator.
- (f) Any order arising out of such proceedings shall be binding on both the Parties.

## 21) **WAIVER**

No waiver or omission by either Party to require performance by the other Party of any of the terms of this Agreement, other forbearance or indulgence granted or shown by either Party to the other shall release, discharge or in any manner effect prejudice the right of a Party at any subsequent time to require strict and full performance by the other of any or all of the provisions or obligations under this Agreement.

## 22) **ANTI- BRIBERY AND ANTI-MONEY LAUNDERING**

- (i) The DCA/DCA-cum-CS represents, warrants and undertakes that:
  - a) Neither the DCA/DCA-cum-CS nor any of its employees, directly or indirectly, offered, promised, given, solicited, or accepted any gratification, bribe or other improper payment or advantage of any kind to or from any person, including any public servant for the purpose of obtaining or retaining business or securing any improper advantage.
  - b) The DCA/DCA-cum-CS shall at all times comply with all applicable anti-bribery and anti-corruption laws and regulations, including Prevention of Corruption Act, 1988 and any other similar laws in force in India.
  - c) The DCA/DCA-cum-CS shall not do, or omit to do, any act that could cause BPCL to be in breach of any applicable anti-bribery or anti-corruption laws.
- (ii) The DCA/DCA-cum-CS further represents, warrants and undertakes that:
  - a) It complies and will comply with all applicable anti-money laundering (AML) and counter-terrorism financing laws and regulations, including the Prevention of Money Laundering Act, 2002 and the rules and notifications issued thereunder.
  - b) It has not engaged and will not engage in any transaction or conduct involving the proceeds of any criminal activity, or that is designed to conceal or disguise the nature, source, location, ownership, or control of such proceeds.

## 23) **SEVERABILITY**

If any provision of this Agreement or part thereof is rendered void, illegal or enforceable in any respect under any law, the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired thereby.

## 24) **ASSIGNMENT**

This Agreement shall be binding on the Parties and their successors and permitted assigns. Neither Party shall

be entitled to assign this Agreement or any of its rights and obligations hereunder except with the prior written consent of the other Party.

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IN WITNESS WHEREOF the Parties have executed and delivered this AGREEMENT on the day, and year first above written.

**PLACE:**

For **BPCL**

For **DCA/DCA-CUM-CS**

**WITNESS:**

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