

Bharat Petroleum Corporation Ltd.

Petrochemical Business



**Selection Guidelines for Appointment of
Del Credere Agent cum Consignment Stockist (DCA-
cum-CS)**

TABLE OF CONTENTS

CONTENTS	PAGE NO.
1. INTRODUCTION	3
2. BASIS OF ENGAGEMENT	3
3. ROLES AND RESPONSIBILITIES OF DCA-cum-CS	4
4. BANK GUARANTEE AND COMMISSION	4
5. MINIMUM ELIGIBILITY CRITERIA	5
6. GUIDANCE FOR FILLING IN AND SUBMISSION OF THE APPLICATION FORM	8
7. SELECTION METHODOLOGY:	11
8. EVALUATION CRITERIA:	13
9. MERIT LIST	25
10. FIELD VERIFICATION OF CREDENTIALS (FVC)	26
11. LETTER OF APPOINTMENT (LOA)	26
12. TENURE OF DCA-cum-CS	26
13. RECONSTITUTION	27
14. OTHER APPLICATION GUIDELINES	27
15. GREIVANCE REDRESSAL	28
16. CHECKLIST	28
17. GLOSSARY OF TERMS	33
18. ANNEXURE FORMATS	34

1. INTRODUCTION:

Bharat Petroleum Corporation Limited (BPCL), a Fortune Global 500 company, is India's second-largest Oil Marketing Company and a distinguished integrated energy enterprise. With refineries at Mumbai, Kochi, and Bina boasting a combined capacity of 35.3 MMTPA, BPCL delivers exceptional products across diverse segments like auto fuels, gas, industrial fuels, petrochemicals, and specialty chemicals. Our expansive distribution network, encompassing 24,000+ retail outlets and 6,200+ LPG distributorships, is a testament to our nationwide presence. As a Maharatna company, we aim to be the most admired global energy enterprise by leveraging cutting-edge technology, innovation, and a deep commitment to operational excellence.

BPCL is strategically expanding its footprint in the petrochemical value chain, particularly in the polymer segment, through major investments across its Kochi Refinery (KR), Bina Refinery (BR), and a greenfield project in Andhra Pradesh (AP). These facilities are scheduled to commence production from 2027-28 onwards, contributing an aggregate capacity of ~5 MMTPA of petrochemical products.

BPCL intends to commence marketing of Petrochemical products and wishes to appoint Del Credere agent-cum-Consignment Stockist (DCA-cum-CS) for marketing of polymer products. Initially, BPCL will commence seed marketing of PP and PE. The following guidelines are applicable towards the appointment of DCA-cum-CS for sale of BPCL polymer products.

2. BASIS OF ENGAGEMENT:

It may be explicitly understood that the engagement of DCA-cum-CS in terms of this agreement is on a **non-Exclusive basis**, i.e., nothing contained herein shall affect or constrain BPCL from engaging with other person(s) or employ other channels of distribution for similar services within the mentioned territory or outside.

The DCA-cum-CS shall ensure the confidentiality of all information and shall not misuse or divulge the proprietary information of BPCL, which broadly includes customer-database, pricing strategy, details regarding development and improvement of the product(s) etc., with any other entity.

The tenure for DCA-cum-CS shall be for an initial period of 2 years from date of DCA-cum-CS agreement and be renewed for the next 5 years based on performance evaluation of DCA-cum-CS solely at the discretion of BPCL. However, the DCA-cum-CS agreement may be terminated by BPCL after issuing notice as per provisions of agreement, without assigning any reason, even before completion of tenure.

(Draft Agreement as per Annexure-A.)

3. ROLES AND RESPONSIBILITIES OF DCA-cum-CS:

Given below are the broad set of roles and responsibilities, but not limited to:

- DCA-cum-CS will be responsible for sale of Polymers (PP/PE/PVC, etc.) in the assigned territory, for the supplies made by BPCL and sell the same at BPCL's listed/agreed prices.
- DCA-cum-CS is required to play active role in sales & promotion of BPCL (PP/PE/PVC, etc.). They will be coordinating with customers and BPCL sales team on a daily basis for pre-sale/post-sale documentation and to facilitate business transactions.
- DCA-cum-CS will maintain warehouse and will be responsible for order processing and payment collections from customers while complying with all applicable statutory, legal, taxation and safety norms on behalf of the organization.
- Product shall be supplied/invoiced by BPCL directly to the customers, against the indents placed by DCA-cum-CS on the respective customer's behalf.
- DCA-cum-CS shall coordinate with customer for remitting the payment to BPCL's Bank account and in case of non-receipt of sale proceeds from customer, DCA-cum-CS makes payment to BPCL on behalf of the customer.
- DCA-cum-CS will be responsible for safekeeping and maintaining inventory and dispatch of products based on the orders received from the customers. The warehouse can be owned/leased/rented by the DCA-cum-CS and managed at his/her cost. All operating costs like lease rent, power, water, security, building insurance etc. will be borne by DCA-cum-CS.
- The warehouse will be registered as an additional place of business under BPCL GSTIN, and inventory will be transferred on a stock transfer order (STO) from BPCL manufacturing/source location to the warehouse.
- DCA-cum-CS are legal entities that are responsible for customer acquisition, sales, maintaining strong relationship with customers, service to the customers, facilitating product availability from the company.
- They will provide crucial input on market intelligence, market dynamics, customers' buying behavior, buying preferences, etc.

4. BANK GUARANTEE AND COMMISSION:

The DCA-cum-CS shall function as a guarantor to BPCL for the full value of products sold to its customers as well as towards the value of BPCL stocks lying in their warehouse. DCA-cum-CS will provide security to BPCL in the form of irrevocable and unconditional bank guarantee or cash deposit or both. BPCL will accept bank guarantees only from the nationalised and scheduled banks (BG above Rs 1 Cr will only be from the banks acceptable to BPCL). DCA-cum-CS to pay Security Deposit equivalent to the 100% credit exposure extended by BPCL at any given point of time. The Security Deposit shall have a minimum value of Rs.1 crore and shall be furnished in combination of Bank Guarantee and Cash Deposit. The Cash deposit component shall be minimum 40% of the total Security Deposit. The cash

deposit component may be increased with the approval of the Business Unit Head as per the business needs. BPCL will not pay any interest on the security deposit submitted by DCA cum CS.

The security amount/extent of security shall be reviewed from time to time by BPCL and the decision of BPCL shall be final and binding. A commitment letter from the Applicant (as per format acceptable to BPCL) will be required as proof of the same.

The applicant shall have adequate financial capability to furnish a Bank Guarantee (BG)/Security Deposit (SD) in line with BPCL business requirements which may vary from time to time during the currency of agreement.

Commission

- a) In respect of the orders procured by DCA under the 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”).
- b) 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.
- c) Commission Fee shall be payable to DCA-cum-CS on a monthly basis after deduction of taxes, levies and any other statutory deduction, as applicable.
- d) 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.
- e) 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-cum-CS shall have raise no dispute against BPCL in this regard.

5. MINIMUM ELIGIBILITY CRITERIA:

- a. An applicant can be an Individual, a Proprietorship firm, a Partnership firm, a Registered co-operative society, LLP or a Limited company (both public and private).

The applicant must nominate the designated person(s) who will be authorized to sign all requisite documents for application submission for this Advertisement and attend the personal interview on behalf of the applicant. The following will be considered as designated person(s) for each type of applicant:

Table 1: Types of Designated Person(s)

Applicant	Designated Person (s)
Proprietary Firm	Proprietor of the firm
Partnership Firm	Partner (s) chosen to represent the firm for this advertisement through an authorization from all partners
Limited Liability Partnership	Partner (s) designated (having a designated partner identification number (DPIN)) to represent the firm for this advertisement through an authorization from all partners
Registered co-operative society	Members (s) chosen to represent the firm for this advertisement by authorization through a Resolution passed by the society
Private Limited Company	Director (s) chosen to represent the firm for this advertisement by authorization through a Board Resolution
Public Limited Company	Director (s) chosen to represent the firm for this advertisement by authorization through a Board Resolution

- b. The Designated person(s) should be an Indian national and a Resident of India.

Documentary Proof: Applicant to submit any one of the following options:

PAN/Passport/Adhaar card/Voter card/Ration Card/any other relevant document by State or Central Govt. stating nationality)

- c. Proprietary Firm/Partnership Firm /Limited Liability Partnership (LLP)/Limited Company should be registered in India, and the major shareholder(s)/partner(s) should be Indian national.

Documentary Proof: Applicants to furnish any one of the following options.:

Certificate of Incorporation of Company/ Article & Memorandum of Association for Company/ GST / Sales Tax Registration)

- d. The designated person(s) should be minimum of 21 years of age as on the date of advertisement.

Documentary Proof: Applicant to submit any one of the following options:

Birth Certificate, Aadhar Card /Passport/PAN Card or any other relevant document by State or Central Govt. ascertaining the Age)

- e. The applicant should have a minimum of **two** years of experience in any of the last **three** financial years (preceding the date of advertisement) in the distribution/sales/trading/polymer processor of at least one Polymer among Polypropylene (PP)/Polyethylene (PE)/ Polyvinyl chloride (PVC).

Documentary Proof: Applicant to submit the following:

The applicants should also submit a copy of at least one sales invoice for each quarter of a minimum of two years, in any of the last three financial years (preceding the date of advertisement) for marketing & distribution experience claimed by the applicant. The invoice should clearly indicate the

product type being handled. (Including Annexure-B) OR

Certificate from Principal Company for DCA/DCA-cum-CS, dealership, distributorship, agencies, franchisees etc, specifying numbers of years' experience in Selling & marketing of products along with name of products and their details OR

Agreement/MOU for purchase and /or sales of products along with name of applicant, products, and their details, specifying tenure of agreement

In case the applicant is a polymer processor, applicant to submit a copy of at least one polymer purchase invoice for each quarter of a minimum of two years, in any of the last three financial years (preceding the date of advertisement).

- f. The applicant should have a minimum annual business turnover of **INR 20 Cr**, in at-least one of the last three financial years preceding the date of the advertisement from marketing and distribution of Polymer / Petroleum / Petrochemical / Chemical goods.

Documentary Proof: *Applicant to submit the following:*

Detailed CA Certificate (with membership no. and firm registration no., including UDIN) with detailed itemized working and supported by an Audited Balance sheet, P&L of last three financial years. In case of discrepancy between the CA certificate and the audited Balance Sheet/P&L, BPCL shall go by the figures in the audited Balance Sheet/P&L. (As per the format in Annexure-C)

- g. The applicant should have a minimum net worth of **INR 50 lakhs** in the last financial year preceding the date of advertisement.

Documentary Proof: *Applicant to submit the following:*

Detailed CA Certificate (with membership no. and firm registration no., including UDIN) with detailed itemized working and supported by an Audited Balance sheet, P&L for the last three financial years. In case of discrepancy between the CA certificate and the audited Balance Sheet/P&L, BPCL shall go by the figures in the audited Balance Sheet/P&L. (Same to be covered in Annexure-C)

- h. The applicant should not be convicted, nor any charges should be framed by a Court of law for any criminal offence involving moral turpitude / economic offence (other than freedom struggle)

Documentary Proof: *Undertaking on stamp paper Annexure-D. The Annexure-D (as applicable) is required to be submitted for all the Designated Person (s).*

- i. The applicant should not be a mentally unsound and/or paralyzed persons.

Documentary Proof: *Medical Certificate in Original from a Govt. Medical practitioner (MBBS or Above) for applying in the prescribed format only as per Annexure-E. The medical certificate is required to be submitted by all the Designated Person (s) as per Table 1 in Section 5.a..*

6. GUIDANCE FOR FILLING IN AND SUBMISSION OF APPLICATION FORM

- a) The applicant/s must download the application form, Agreement Copy from the BPCL official website Tenders >> View Tenders >> New Tenders >> Select Department >> Petrochemical Business>> Choose desired link.
- b) Application forms, enclosures completed in all respects must be sent in sealed envelope only, to reach the office address mentioned below on or before **26th Nov 2026, 17:00.**
- c) The following details must be written in BLOCK LETTERS on the envelope containing the application form along with attachments.

“APPLICATION FOR DCA-cum-CS AT” (Name of the location applied for) and same shall be sent to following address:

To,

THE TENDER BOX,

DCA-CUM-CS APPLICATION FORM

PRODUCT HEAD - PE (PETROCHEMICAL)

Bharat Petroleum Corporation Limited,

Petrochemical Business, Rasayan Block, “A” Installation

Sewree Fort Road, Sewree (East), Mumbai -MH 400015

Ph.: 022-24176641 / 022-24176642

Email: headpetchemtaskforce@bharatpetroleum.in

Please note no online submission of form or enclosures will be entertained.

It is clarified that the phone number and e-mail specified are only for any query and not intended for online submission.

Applications received after the last date of submission of application due to any technical/postal delay etc and those without accompanying valid documents, details etc. or incomplete in any respect will not be considered and no correspondence will be entertained by BPCL in such cases, whatsoever. The applicant is advised to submit the application much before the due date and not wait till the last day to avoid any technical issues leading to delayed submission.

- d) The applicant will have to fill up the application form offline and submit the hard copies along with the necessary documents and Annexures as required and a non-refundable **Application-Processing Fee** of **INR 5000** (Rupees Five Thousand only) through a demand draft (DD Detail: In favour of BHARAT PETROLEUM CORPORATION LIMITED payable at MUMBAI). The applicant must mention the reference number of the demand draft in the application form at the specified location.
- e) Applicants shall also submit an Earnest Money deposit (EMD) of **INR 2,00,000** (Rupees Two Lakhs only) demand draft (DD Detail: In favour of BHARAT PETROLEUM CORPORATION LIMITED

payable at MUMBAI). The applicant needs to mention the reference number of payments of EMD in the application form at the specified location.

- f) The EMD shall be forfeited in case the appointed DCA-cum-CS fails to deposit a security amount in the form of a bank guarantee within stipulated time period.
- g) Earnest Money deposit (EMD) shall also be forfeited in case of withdrawal of the application by applicant after issuance of Letter of Intent (LOI).
- h) EMD of the unsuccessful applicants (except for “Merit List” candidates) shall be refunded within 30 days from the date of display of the Merit list. EMD of Merit Panel candidates shall be returned on expiry of the Merit List i.e., on commissioning of the location or one year from the date of interview whichever is earlier.
- i) The earnest money deposited (EMD) shall not attract any interest and remain interest-free at all times.
- j) For any clarification, applicants may contact below mentioned address, phone, and/or email:

PRODUCT HEAD - PE (PETROCHEMICAL)

Bharat Petroleum Corporation Limited,
Petrochemical Business, Rasayan Block, “A” Installation
Sewree Fort Road, Sewree (East), Mumbai -MH 400015
Ph.: 022-24176641 / 022-24176642
Email: headpetchemtaskforce@bharatpetroleum.in

- k) In case of an applicant applying for multiple locations, each application should be complete in all respects (documents to be attached with each application) along with separate Application processing fees and EMD, Document/Application fees/EMD attached with one application cannot be considered for other application(s) of same Applicant.
- l) In case multiple applications are submitted by the same applicant for the same location, the Company at its discretion may choose any one of the applications as deemed fit.
- m) In case multiple applications are submitted by the same applicant for the multiple location, the applicant will be awarded only for one location depending upon the order of preference for the location given by the applicant. However, the decision of BPCL will be final and binding.
- n) The applicant(s) should affix their latest photograph(s) in the space provided for in the application form. This is applicable for all the Designated person(s) of the applicant as per Section 5.a, Table 1.
- o) Application should be signed by all the Designated person(s) of the applicant as per Section 5.a, Table 1.

- p) No addition / deletion / alteration will be permitted in the application form after the due date for submission of applications. However, no applicant would be made ineligible on the rectifiable grounds which are described as under: -
- i. The opportunity will be provided with an objective to provide rectified or additional documents. However, documents will be accepted only if they are valid on the date of the advertisement. The decision of BPCL as to which documents can be taken & accepted will be final in this regard.
 - ii. No alteration/addition/deletion in the application form will be permitted except for affixing of photograph and putting signature on the application form.
 - iii. Application Form and/or any *Annexures* will not be accepted after the submission of the application.
 - iv. BPCL in its sole discretion, may ask for clarification /rectification in case of any discrepancy in the documents submitted by the applicant. The applicant has to reply within 7 working days from the date of receipt of the email/letter seeking clarification. The decision of BPCL in the matter will be final in all aspects.
- q) If any statement made in the application form or in the documents enclosed therewith by the applicant at any stage is found to be incorrect or false and/or the applicant conceals any information which if declared would have made him/her ineligible for DCA-cum-CS , the application is liable to be rejected and in case the applicant has been appointed as a DCA-cum-CS, the DCA-cum-CS is liable to be terminated even if this is found at a later date. In such cases, the applicant shall have no claim whatsoever against BPCL. However, BPCL will be at liberty to recover costs/damages incurred.
- r) Copies of all the relevant certificates/documents, Draft Agreement attached with the application form should be self-attested and the original thereof to be produced at the time of Field Verification of Credentials (FVC).
- s) Applicant should be capable of entering into a contract as per Indian Contract Act, 1872 and its latest version.
- t) BPCL reserves the right to cancel the appointment process and terms thereof without assigning any reasons. BPCL also reserves the right to accept or reject offers from any or all applicants.
- u) The details provided in this selection guidelines are only for the information and BPCL reserves the right to amend, modify, delete, add any terms and conditions, or extend the due date of submission of application at its sole discretion without assigning any reasons thereof. Decision of BPCL will be final and binding on all concerned with respect to selection of DCA-cum-CS.
- v) BPCL shall be the final authority for giving any clarification or interpretation of the contents given in this selection guideline, if need be and at its own discretion. BPCL cannot be held responsible for any

loss or damage or consequences from misunderstanding or misinterpretation of the contents in this selection guideline.

Other Instructions for Application process

- a) Location applied for is to be mentioned in the prescribed space in the application form.
- b) Nature of applicant i.e., Proprietorship, Partnership Firm, LLP, Private Ltd. Company, Public Ltd. Company, needs to be mentioned in the prescribed space in the application form.
- c) Application should be submitted in the name of the Entity under which the DCA/DCA-cum-CS is proposed to operate. No subsequent change of Firm/Company will be permitted.
- d) In case an applicant is selected, any change in the constitution of the Applicant Firm/Company will not be permitted.
- e) The finance and business experience of the applicant shall be evaluated as per “**Evaluation criteria**” details.
- f) For further checks of documents/attachments/annexures etc., kindly refer to the “**Checklist of Documents**” before submitting the application form.

7. SELECTION METHEDOLOGY:

The selection of DCA-cum-CS shall be done through the following:

- a) **Advertisement:** The applications for appointment of DCA-cum-CS are invited through a press advertisement in the newspaper. The press advertisement is for intimation purposes only and full details of the same are available on the BPCL website www.bharatpetroleum.in>**Tenders**>>**View, Tenders**>>**New Tenders**>>**Select Department**>>**Petrochemical Business**
- b) **Application in the Required Format:** All applicants will make applications in the prescribed format separately for each advertised location, complete in all respects with necessary documents, Application processing fees, EMD etc. Applicant to ensure submission of the application is done within the due date and time.
- c) **Stage-I (90 Marks)** – The eligible applications received till the cut-off date/ time as given in the advertisement will be evaluated by the Scrutiny and evaluation committees. Stage-I is a documents-Based evaluation covering financial capabilities, Business Details, Business experience, Infrastructure, Education qualifications.

Table 2: Marking Scheme for Stage I

Sr No	Parameters	Maximum Marks
1	Financial Capacity	30
2	Business Details	10

3	Business Experience	20
4	Infrastructure	20
5	Educational Qualification	10
	Total Marks	90

Applicants who will score a minimum 60 marks out of 90 marks in the Scrutiny and evaluation stage i.e. Stage-I will be eligible for Stage-II.

- d) Stage-II (10 Marks)** – Evaluation based on personal interview of all the applicants fulfilling the requisite criteria as per stage-I.

Table 3: Marking Scheme for Stage-II

S. No.	PARAMETERS	MAX MARKS
1	Personality	2
2	Resource Management	2
3	Market Knowledge	2
4	Business Acumen	2
5	Business/Sales Plan	2
	Total Marks	10

- e) Merit List:** The Interview Committee will finalize the Merit List based on the final combined mark sheet in the order of marks obtained out of 100.

- f) FVC (FIELD VERIFICATION OF CREDENTIALS)**

- g) LOI (LETTER OF INTENT)**

BPCL will follow the internal procedure for necessary approvals and thereafter proceed with the final appointment. The Details on each stage are given in the subsequent section of this document.

8. EVALUATION CRITERIA:

STAGE-I: Document-based evaluation

a) FINANCIAL CAPACITY (30 Marks):

Table 4: Marking Scheme for Financial Capacity

Parameters		Marks	Documents to be submitted by the
Turnover	>50 Cr	10	Detailed working along with the document below to be submitted. - Detailed CA Certificate (with membership no. and firm registration no., including UDIN) with detailed itemized working and supported by an Audited Balance sheet, P&L of last three financial years. <i>In case of discrepancy between the CA certificate and the audited Balance Sheet/P&L, BPCL shall go by the figures in the audited Balance Sheet/P&L. (Format as per the Annexure-C)</i> - ITR along with Form 3CD and Form 3CA of last three Financial Years
(Average of total turnover from all the business of the applicant in the last three financial years preceding the date of advertisement)	>35 Cr & <=50 Cr	8	
	>=20 Cr & <=35 Cr	6	
	<=20 Cr	4	
Net Worth	>2 Cr	10	
(In the last financial year preceding the date of advertisement)	>1 Cr & <=2 Cr	8	
	>0.5 Cr & <=1 Cr	6	
Working Capital	>2 Cr	10	
(Average of total working capital from all the business of the applicant in the last three financial years preceding the date of advertisement)	> 1.5 Cr to <=2 Cr	8	
	>1 Cr to <=1.5 Cr	6	
Maximum Marks		30	

NOTE

i. Duly stamped CA certificate providing detailed itemized working and supported by audited Balance Sheet and P&L of the preceding last three completed financial years i.e. 2025-26, 2024-25, & 2023-24 along with Income Tax Returns are to be submitted. For Net worth / Turnover / Working Capital, in case of any discrepancy between the CA certificate and the audited annual reports, BPCL shall go by the audited annual report figures. It may please be noted that those applications without the financial details of the preceding last three completed financial years as detailed above are liable to be rejected.

ii. **Net Worth:** Capital & reserves excluding miscellaneous expenditure.

Individual / Proprietary concern: All assets & liabilities (Personal* & Business both) will be considered for evaluation.

Partnership Firm: The net worth of only the applicant partnership firm will be considered for evaluation and personal net worth of the partners will not be included.

LLP: The net worth of only the applicant partnership firm will be considered for evaluation and personal net worth of the partners will not be included.

Limited Company/ Reg. Co-operative Societies: Equity capital plus Reserve & surplus minus Miscellaneous expenditure will be considered for evaluation. (Personal assets of directors / shareholders/Members will not be considered).

**Personal assets shall include unencumbered Immovable assets and Cash & bank balances. Unencumbered Immovable Assets will be considered for proprietorship and individual applicants as per the Government Approved Valuer only. The valuation report should be within the period being considered for evaluation. Encumbrance will be checked at the time of Field verification of credentials (FVC) for the Merit List applicant. Similarly, in case details of unencumbered immovable assets are submitted for the period being considered for evaluation. If the valuation report is not submitted, the value shall be considered as zero and evaluated.*

iii.Turnover:

Average turnover of the preceding three completed financial years will be considered for the purpose of eligibility and evaluation.

For the applicants deriving commission etc. on marketing and distribution of polymer / petroleum / petrochemical / chemical goods, the value of goods (polymer / petroleum / petrochemical / chemical) marketed through him shall be considered as turnover. A duly authenticated CA certificate providing detailed itemized working shall be considered sufficient for this purpose. In case such applicant has other businesses also, the value of sales reflected in the CA certificate shall be added to the turnover reflected in the applicant's balance sheets to arrive at the final turnover.

Note 1: In case an applicant is working as a DCA/DCA-cum-CS in some other company, the average

value of sales through DCA/DCA-cum-CS would be considered for turnover. A certificate from a Chartered Accountant (with membership no. and firm registration no., including UDIN) to be submitted with respect to the value of sales undertaken in any financial year.

Note 2: In case sales turnover is not attestable, a certificate has to be provided by CA for service charge/commissions received through DCA/DCA-cum-CS business, which will be considered to arrive at turnover by multiplying the service charge/commission with a factor of 300 (Considering an example: service charge/commission as INR 350/ton and the price of polymer INR 105,000/ton).

iv. Working Capital

Definition: (Current investments, Inventories, Trade receivables, Cash and cash equivalents, Short-term loans and advances, Other current assets) **minus** (Short-term borrowings, Trade payables, Other current liabilities, Short-term provisions)

- Availed Credit from banks (cash credit/OD/credit through channel financing) will be treated as current liability.
- Unsecured loans for a long-term period shall not be treated as current liability.
- Any term loan against fixed assets will not be considered.
- In case of any discrepancy between the CA certificate and the audited annual financial reports, BPCL shall go by the audited annual report figures.

b) BUSINESS DETAILS (10 Marks):

Table 5: Marking Scheme for type of Business

Parameters	Slab	Marks	Documents to be submitted by the applicant/s
Type of Business (Distributor/ Trader/Sales/Processor)	Distributor / Trader / Dealer of PE/PP/PVC granules	6	Annexure-F along the following supporting documents 1. Self-attested copies of Registration certificate/return (such as Excise, CST, VAT, GST etc) and amendments thereof from Govt. Authority or any other documents from the competent authority, which will indicate the existing business details of the applicant need to be submitted. OR
			2. Certificate from Principal Company for DCA/DCA-cum-CS, dealership, distributorship, agencies, franchisees etc, specifying numbers of years' experience in Selling & marketing of products along with name of products and their details OR
	Processor of PE/PP/PVC	4	3. Agreement/MOU for purchase and /or sales of products along with name of applicant, products, and their details, specifying tenure of agreement
Maximum Marks		6	

Table 6: Marking Scheme for Geography of Business

Parameters	Slab	Marks	Documents to be submitted by the applicant/s
Geography of Business	Within the State/UT Advertised	4	Annexure-F along with the following supporting documents 1. Self-attested copies of Registration certificate/return (such as Excise, CST, VAT, GST etc) and amendments thereof from Govt. Authority or any other documents from the competent authority, which will indicate the existing business details of the applicant need to be submitted. OR 2. Certificate from Principal Company for DCA/DCA-cum-CS/CS, dealership, distributorship, agencies, franchisees etc, specifying numbers of years' experience in Selling & marketing of products along with name of products and their details OR
	States/UT sharing the geographical boundaries with the Advertised State/UT	3	3. Agreement/MOU for purchase and /or sales of products along with geography, name of products and their details, specifying the tenure of the agreement
	Other Areas	2	<i>Any other state apart from the type mentioned in the table will attract 2 marks</i>
	Maximum Marks	4	

- For marking, existing business types which is at least 2 years old, shall be considered. In case of more than one type of business, the type entitled for higher marks shall be considered.
- Statement by the applicants supported by a sufficient no. of sales invoices (at least one sales invoice for each quarter of the preceding last three completed financial years) covering the geographical area of business. In case of more than one geographical area of business, the type entitled for higher marks shall be considered.

c) **BUSINESS EXPERIENCE (20 Marks):**

Applicants should have a minimum of 2 (two) years of experience in the last 3 (three) financial years in the distribution/sales/trading/polymer processor of at least one **Polymer among PE/PP/PVC**. The applicant will be awarded marks basis on their length (number of years) of experience in the polymer business and breadth (number of polymers handled).

i. Length of experience

Marks will be awarded based on the length of experience (years of polymer distribution/sales/trading/processing experience):

Table 7: Marking Scheme for Length of Experience

Parameters	Slab	Marks	Documents to be submitted by the applicant/s
Length of Experience	≥ 5 years	10	Annexure-G along the following supporting documents:
	≥ 4 years and < 5 years	8	1. At least one sales invoice for each quarter of each year for which the experience is being claimed. OR
	≥ 3 years and < 4 years	6	2. Certificate from Principal Company for DCA/DCA-CS, dealership, distributorship, agencies, franchisees etc, specifying number of years' experience in Selling & marketing of products along with names of products and their details, which substantiate length of experience sought
	≥ 2 years and < 3 years	4	OR 3. Agreement/MOU for purchase and /or sales of products along with the name of the products and their details, specifying the tenure of the agreement.
Maximum Marks		10	

ii. Breadth of experience:

Marks will be awarded based on experience across polymers like PE/PP/PVC in the past 10 years: as below:

Table 8: Marking Scheme for Breadth of Experience

Parameters	Slab	Marks	Documents to be submitted by the applicant/s
Breadth of experience	All three polymers from PE/PP/PVC or more	10	Annexure-G along with the following supporting documents. 1. At least one sales invoice for each quarter of each year for which the experience is being claimed. OR 2. Certificate from Principal Company for DCA/ CA-CS, dealership, distributorship, agencies, franchisees etc, specifying number of years' experience in Selling & marketing of products along with names of products and their details, which substantiate the Breadth of experience sought OR 3. Agreement/MOU for purchase and /or sales of products along with the name of the products and their details, specifying the tenure of the agreement.
	Any two polymers from PE/PP/PVC	8	
	Any one polymer from PE/PP/PVC	6	
Maximum Marks		10	

d) INFRASTRUCTURE (20 Marks):

The location of the warehouse (Owned/rented/leased) (single Premise only) must fall within the revenue district(s)/taluka(s) mentioned in the advertisement against the location advertised for. The warehouse to be considered for marking should be as follows:

Mandatory requirements for Warehouse (applicable for all 3 categories):

- Approach road for the easy movement of 20 ft/40 ft. containers
- Cemented/RCC Flooring
- Sufficient height of the Leakage-proof ceiling to stock the polymers
- Mandatory segregated and dedicated space for use of BPCL with proper locking system, CCTV access etc
- Mandatory small office space consisting of computer(s), internet connection and basic furniture (chairs/tables, etc.)

Table 9: Warehouse Location & Size

Warehouse Location (District)	Minimum Size (sq. ft.)
Refer Detailed Advertisement	5000

In the event of non-compliance with the above-mentioned mandatory requirements for warehouse, the application/appointment is liable to be rejected.

Part A*Table 10: Marking Scheme for Warehouse*

Criteria	Slabs	Marks	Documents to be submitted by the applicant/s
Warehouse (Max 10 Marks)	Owened warehouse with registered sale deed	10	Owened Warehouse: The applicant must have owned warehouse (as on the date of submission of the application) having clear registered title/registered sales deed and should submit self-attested copy of the clear registered title/registered sales deed. If the applicant submits a registered lease/rent deed for 99 years (or as stipulated by the State/Union Territory), the same shall be considered as an owned warehouse.
	Rented/Leased warehouse with registered lease	7	Leased Warehouse: The applicant must have warehouse available on lease/rent and submit self -attested copy of the registered Lease Deed/registered Rent agreement/registered Leave and License agreement. It should be valid for minimum period of 12 months as on the date of submission of the application. In case it is due to expire, the same must have a clause for renewal. (Sublease will not be permitted)
Maximum Marks		10	

Part B

The location of the office (single Premise only) must fall within the revenue district(s)/taluka(s) mentioned under the head of office location in the advertisement against the location advertised for.

Table 11: Marking Scheme for Office

Criteria	Slabs	Marks	Documents to be submitted by the applicant/s
Office Space (Max 10 Marks)	Owned office with registered sale deed	10	Owned office: The applicant must have owned office (as on the date of submission of the application) having clear registered title/registered sales deed and should submit self-attested copy of the clear registered title/registered sales deed. If the applicant submits a registered lease/rent deed for 99 years (or as stipulated by the State/Union Territory), the same shall be considered as an owned warehouse.
	Leased office with registered lease	7	Leased office: The applicant must have warehouse available on lease/rent and submit self -attested copy of the registered Lease Deed/registered Rent agreement/registered Leave and License agreement. It should be valid for minimum period of 12 months as on the date of submission of the application. In case it is due to expire, the same must have a clause for renewal. (Sublease will not be permitted)
Maximum Marks		10	

Note:

- In case the above ownership/revenue documents pertaining to the warehouse is in a regional language, a duly notarized translation of ownership/revenue documents in English is also to be submitted.
- Legal Search report (in English) through an Advocate under his/her signature confirming the details of the property for warehouse, like owner's name, ownership type (owned / leased / rented), validity period in case of leased / rented, renewal clause, full and complete address with pin code, name of district and name of State, area in sq. ft is also to be submitted.
- Actual storage area shall mean the covered area available for storage of goods in the warehouse. For this a self-attested layout plan of the warehouse with dimensions (in sq. ft.) along with a self-declaration of actual storage area available in the warehouse is to be submitted. The storage area needs to be fully covered.

e) **EDUCATIONAL QUALIFICATION (10 Marks)**

Table 12: Marking Scheme for Educational Qualification

Parameters	Slab	Marks	Documents to be submitted by the applicant/s
Education Qualification	Professional Courses (B Tech / M Tech / BE / ME / MBBS / BDS / CAs / ICWA / MBAs / LLB / LLM / CS / CFA / PGDM etc from reputed institutes)	10	Based on relevant educational certificate / complete marksheets. Passing Certificate/ mark sheet from Board / University/ recognized institution as applicable for 10th standard/ 10+2 (Higher Secondary)/ Professional Qualification/ Post Graduation/ Graduation/ Undergraduate/ Diploma. Certificate issued by Armed Forces as equivalent to 10th Class pass will also be considered. For educational qualification from overseas universities / boards, equivalent certificate issued by competent authority / State Government / Government of India should be attached by the applicants.
	Post -Graduate in any other stream	8	
	Graduate or equivalent to any other stream	6	
	12 th / Higher Secondary	4	
	10 th / Secondary	2	
Maximum Marks		10	

In case of partnerships firms /companies/Societies etc., evaluation of educational qualification shall be done based on the highest qualification of the designated person(s).

In case the above educational documents are in a regional language, a duly notarised translation of the documents in English is also to be submitted.

STAGE II -PERSONAL INTERVIEW (10 Marks)

Based on scrutiny and evaluation of the applications, Interview call letters will be sent to eligible applicants. Applicants who have scored a minimum of 60 Marks out of 90 in the Scrutiny and evaluation stage will be eligible for Interview. The Interview call letters mentioning the date and time of the Interview would be sent by the giving clear 10 days between the date of interview and the date of dispatch of the letter. The interview will be held at the BPCL office, or any other suitable place as decided by the BPCL Team or through video conference as suitable. Please note that the applicant should attend the interview at their own cost.

Table 13: Evaluation Parameters for Stage-II (Personal Interview)

S. No.	PARAMETERS	MAX MARKS
1	Personality	2
2	Resource Management	2
3	Market Knowledge	2
4	Business Acumen	2
5	Business/Sales Plan	2
	Total Marks	10

- f) **Personality:** Assessment of the applicant on the parameters of communication skills & articulation, being polite, presentable and well mannered, having self-confidence, initiative, enthusiasm and drive to excel, etc.

Assessment: - Committee members to assess based on observations and relevant questions.

- g) **Experience in Resource Management:** This includes People, financial, logistics management skills along with various areas like marketing/ operations/ office etc.

Assessment: - Committee members to assess the management skills of the applicant in various areas like sales/ marketing/ office staff etc. based on questions with reference to claims/ documents submitted.

- h) **Market Knowledge/Business Acumen/Product Knowledge:** This includes Business experience in selling and marketing, product knowledge, proficiency in information technology, networking skills.

Overall judgment of applicant's ability to generate business including future plans, market development, handling finance and infrastructure, etc.

Assessment: - Committee members to assess the applicant based on questions on the above with reference to project report and other claims/ documents submitted

- i) **Requirement for Interview:** Following members are required to attend the interview

Table 14: List of types of applicants

Applicant	Designated Person (s)
Proprietary Firm	Proprietor of the firm
Partnership Firm	Partner (s) chosen to represent the firm for this advertisement through authorization from all partners
Limited Liability Partnership	Partner (s) designated (having designated partner identification number (DPIN)) to represent the firm for this advertisement by authorization from all partners
Registered co-operative society	Members (s) chosen to represent the firm for this advertisement by authorization through a Resolution passed by the society
Private Limited Company	Director (s) chosen to represent the firm for this advertisement by authorization through a Board Resolution
Public Limited Company	Director (s) chosen to represent the firm for this advertisement by authorization through a Board Resolution

Applicants do not present for the Interview would be marked as absent and no marks awarded to them by the interview committee.

9. MERIT LIST

Based on the combined score obtained under Scrutiny & Evaluation and Interview, an advertised location-wise Merit list will be prepared with qualifying marks of minimum 70 out of 100. However, merely securing the above minimum marks may not construed automatic Merit Listing/selection of the applicant. Generally, Merit listing of candidate is 2 times "X" (where "X" is equal to number of DCA/DCA-cum-CS mentioned in the given advertisement). The Merit list shall be prepared in a descending order of the Marks obtained and top "X" applicant in the "Merit List" will be marked as "Selected".

In case, the final marks (rounded up to one decimal place) obtained by two applicants (who will have effect on Merit list) are equal, ranking will be done based on the following criteria:

- The applicant getting more marks under the parameter "Financial Capability" will be placed on higher rank.
- In case, the marks obtained under the parameter "Financial Capability" are the same, then the

- candidate getting more marks under the parameter “Infrastructure” will be placed on a higher rank.
- c) In case the above consideration is also not able to break the tie, then the candidate getting more marks under the parameter “Business Experience” will be placed on a higher rank.
- d) In case the above is also not able to break the tie then the candidate getting more marks under the parameter “Interview” will be placed on a higher rank.
- e) If none of the above parameters are able to break the tie, then the decision of BPCL on the above will be final and binding on all the concerned parties.

This MERIT LIST will be valid for 1 year from date of its publication. In case the number of Applicants in the MERIT LIST is less than the number of DCA-cum-CS designates required as per the detailed advertisement for the location code, all applicants will be treated as “Selected”. The applicants in the MERIT List will be suitably communicated.

10. FIELD VERIFICATION OF CREDENTIALS (FVC):

FVC of the applicants announced as “SELECTED” from the Merit List will be carried out by the Petrochemical Team. This FVC will also include verification of the documents submitted in the application form with the original documents. After successful completion of FVC, a Letter of Intent (LOI) will be issued to the DCA-cum-CS designate, post approval from the competent authority. In case the FVC of a candidate is unsuccessful, Field verification of the credentials of next Merit List candidate shall be carried out post approval from the competent authority.

In case applicant who is ranked as first based on the above-mentioned selection criteria for each proposed location is unable to fulfil the requirements within the stipulated time or does not accept the LOI or does not accept LOA for any reason, then the LOI will be handed over to the next-ranked candidate in the Merit list after withdrawing the LOI issued to the concerned applicant.

11. LETTER OF APPOINTMENT (LOA):

LOI holders should submit acceptance within 7 days from the date of the LOI and comply with all the requirements as mentioned in the LOI, both statutory and non-statutory, within a period of 30 days from the date of issuance of LOI. On meeting the terms and conditions as prescribed in LOI and submission of Bank Guarantee/Deposit, BPCL shall issue Letter of Appointment to the Applicant. Simultaneously, Agreement on required Stamp Paper value, will be signed.

12. TENURE OF DCA-cum-CS:

DCA-cum-CS will be appointed for an initial period of 2 years and then renewable up-to 5 years at the sole discretion of BPCL, subject to satisfactory performance. Further Extension beyond 5 years will be at the sole discretion of BPCL, subject to the satisfactory performance of the DCA-cum-CS. BPCL, at its discretion, reserves the right to appoint additional DCA-cum-CS from the Merit List in the order of Ranking.

(Merit List as per Section 9 will be valid for 1 year from the date of publishing.)

13. RECONSTITUTION:

All applicants are advised not to undergo any reconstitution in the applicant entity from the date of application till issuance of the Letter of Appointment (LOA). Reconstitution in terms of change in shareholding, change in partners, directors, amalgamation, expansion, enlarging the scope of other trading activities etc., should not be done by the applicants. Status quo on the constitution of the applicant as on the date of filing of application for appointment as DCA-cum-CS should be maintained till the time the DCA-cum-CS location code is awarded, i.e., till issuance of LOA. Any discrepancy found in the constitution of the applicant at the time of FVC may lead to rejection of the Appointment.

Applicants may note that the DCA-cum-CS select will not be allowed to undergo any change in his constitution, as on the date of LOA, without prior written consent of BPCL, and the selected DCA cum CS will be abiding by the appropriate reconstitution policy of BPCL.

The applicant has to provide bank details in the prescribed format of BPCL as per **Annexure-H**. Vendor form for payment to be provided so that EMD can be refunded.

14. OTHER APPLICATION GUIDELINES

- i. Applicants should submit all relevant documents along with the application form. Application forms must be submitted on or before the due date. Forms received after the due date and time will be rejected. Similarly, incomplete application forms, forms submitted without relevant attachments will be rejected.
- ii. No additions/deletions/corrections will be permitted in the application form once it is submitted. In case BPCL needs any further clarification from the applicant during scrutiny of application form, requests by BPCL will be made to the applicant and the applicant must reply within 7 days of such communication.
- iii. If any statement made in the application or in the documents enclosed therewith or subsequently submitted in pursuance of the application by the applicant at any stage is found to be incorrect or false, his/her application is liable to be rejected without assigning any reason. In case applicant has already been appointed as a DCA-cum-CS, his/her agency is liable to be terminated if it is found that they are already appointed. In such cases, the applicant DCA-cum-CS shall have no claim whatsoever against BPCL.

15. GRIEVANCE REDRESSAL

Any complaint received against the selection will be redressed in the following manner:

1. Complaints received from any applicant within 15 days of the declaration of the Merit list shall only be considered for further investigation. These complaints may be put up with the Business Head Petrochemical for necessary investigations/disposal as per the laid down Policy & Guidelines of BPCL.
2. Business Head Petrochemical, either in person or through a nominated representative, shall investigate the matter.
3. During the investigations, if the complaint is found to be false and/or without substance, BPCL reserves the right to take action against the complainant as provided under the law.
4. In case of complaints not substantiated, the complaint will be closed, and the complainant will be advised accordingly.
5. In case of established complaint, the complainant will be advised accordingly and BPCL will take suitable corrective action.
6. Anonymous complaints shall be closed and filed with the approval of Petrochemical Business.

16. CHECKLIST

Checklist of documents (corresponding to fields in application form)					
S N	Section	Details Required	Indicative Documents Required	Check Box	
1	1	Application Fee	Demand Draft of Application Fee INR 5000		
2		EMD	Demand Draft of EMD INR 2 Lakh		
3		Photo	Self-attested Passport size photograph		
Details of Applicant and (or) Designated person (s)					
4	2	Firm Details	In case of Limited Company: Self-attested copy of certificate of Incorporation/ Memorandum of Association/Article of Association. In case of Partnership Firm: Self-attested copy of certificate of Firm Registration/Partnership Deed. In case of LLP: Self-attested copy of certificate of registration/ LLP Agreement/solvency certificate		
5	3	Date of Birth/Age & Gender of Designated person	Self-attested copy of any documents: Birth Certificate/Aadhar Card/Passport/PAN Card or any other relevant document by State or Central Govt. ascertaining the Age		
6		Nationality of Designated person	Self-attested copy of any documents: PAN /Passport/Aadhaar card/Voter card/Ration Card/any other relevant document by State or Central Govt. stating nationality		
7		Registered Address of applicant	Self-Attested copy of registered address proof for applicant		

8		Correspondence address of applicant	Self-Attested copy of correspondence address proof for applicant		
9		Educational qualifications of Designated person	Self-Attested copies of Relevant certificate /complete marksheets		
10		Unencumbered Immovable Assets of Designated person/ entity	Valuation report from Government approved valuer is to be submitted for each of the 3 financial years to be considered for evaluation. If applicable		
11	4	Date of Birth/Age & Gender of Designated person	Self-attested copy of any documents: Birth Certificate, Aadhar Card, School Leaving Certificate/Passport/PAN Card or any other relevant document by State or Central Govt. ascertaining the Age		
12		Nationality of Designated person	Self-attested copy of any documents: PAN /Passport/Adhaar card/Voter card/Ration Card/any other relevant document by State or Central Govt. stating nationality		
13		Registered Address of applicant	Self-attested copy of registered address proof for applicant		
14		Correspondence address of applicant	Self-attested copy of correspondence address proof for applicant		
15		Educational qualifications of Designated person	Self-attested copies of Relevant certificate / complete marksheets		
16		Detail of Partners/ Directors	In case of Limited Company: Self-attested copy of details of Directors and DIN nos. along with the shareholding information duly certified, ROC details, Form 32 / DIR-12 as per Companies Act.		
			In Case of partnership firm: Self-attested copy of details of all partners shareholding percentages/latest partnership deed (signed before the date of advertisement)		
	In case of LLP: Self-attested copy of Designated Partner Identification Number (DPIN) of Partners/latest partnership deed (signed before the date of advertisement)				
Financial Details					
17	5	Turnover, Net worth, Working Capital and Profit	CA certificate(s) for last 3 completed financial years (as per Annexure C)		
18			Self-attested copy of audited balance sheet of last 3 FYs		
19			Self-attested copy of Income tax returns along with Form 3CD and Form 3CA of last 3 FYs		
20			Self-attested copy of profit & loss accounts of last 3 FY as supporting documents and cash flow statement.		
Business Details					
21	6	Business details	Business description (As per Annexure - F)		

22			Self-attested copies of: Registration certificate/return (such as Excise, CST, VAT, GST etc) and amendments thereof from Govt. Authority or any other documents from the competent authority Or Certificate from Principal Company for DCA/DCA-CS, dealership, distributorship, agencies, franchisees, etc, specifying numbers of years' experience in Selling & marketing of products, name of products and their details. Or Agreement/MOU for purchase and /or sales of products along with name of products and their details, specifying tenure of agreement.		
23	7	Details of other businesses	Self-attested copies of relevant proof (Annexure - F)		
24	8	Whether applicant is a authorized distribution partner of other polymer brands	Polymer handling exp (Annexure - G)		
25			Self-attested copies of: Certificate from Principal Company for DCA/DCA-CS, dealership, distributorship, agencies, franchisees, etc., specifying numbers of years' experience in Selling & marketing of products, name of products and their details. Agreement/MOU for purchase and /or sales of products along with name of products and their details, specifying tenure of agreement		
26	9	Statutory Registration/Licenses	Self-attested copy of PAN details		
27			Self-attested copy Excise, GST, IEC (Importer Exported Code) registration and amendments.		
28	10	Experience Details	Sales invoice Format (according to Annexure - G)		
29			Self-attested copy of minimum one sale invoice for every quarter of the claimed tenure of experience in field of operation in preceding 5 completed financial years		
30			Self-attested copy of Certificate from Principal Company for DCA-CS, dealership, distributorship, agencies, franchisees etc., specifying number of years' experience in Selling & marketing of products along with names of products and their details.		
31			Self-attested copy of Agreement or MOU for purchase and /or sales of products along with the name of the products and their details, specifying the tenure of the agreement.		

32	11	Warehouse details	Self-attested copy of Registered Title deed/ Registered Sales deed/ Registered Lease deed for 99 years (or as stipulated by the State / Union Territory) / Registered Rent deed for 99 years (or as stipulated by the State / Union Territory) / Registered Lease deed/ Registered Rent agreement / Registered Leave and License Agreement is to be submitted. <i>In case the above ownership / revenue documents pertaining to the warehouse is in regional language, a duly notarized translation of ownership / revenue documents in English is also to be submitted</i>		
33			Self-declaration for the actual covered storage area needs to be given on the self-attested layout plan.		
34			Legal Search report (in English) through an advocate under his/her signature confirming the details of the property for warehouse, like owner's name, ownership type (owned / leased / rented), validity period in case of leased / rented, renewal clause, full and complete address with pin code, name of district and name of State, area in sq ft is also to be submitted		
35		Office Details	Self-attested copy of Registered Title deed/ Registered Sales deed/ Registered Lease deed for 99 years (or as stipulated by the State / Union Territory) / Registered Rent deed for 99 years (or as stipulated by the State / Union Territory) / Registered Lease deed/ Registered Rent agreement / Registered Leave and License Agreement is to be submitted. <i>In case the above ownership / revenue documents pertaining to the office is in regional language, a duly notarized translation of ownership / revenue documents in English is also to be submitted.</i>		
36			Legal Search report (in English) through an Advocate under his/her signature confirming the details of the property for office, like owner's name, ownership type (owned / leased / rented), validity period in case of leased / rented, renewal clause, full and complete address with pin code, name of district and name of State, area in sq ft is also to be submitted.		
Additional Documents					
37		Vendor Form of payment	Vendor form of return of EMD (As per Annexure – H) if applicable		
38		Nomination of a Designated person by the Applicant	In case of Proprietary Firm: NA		
			In case of Partnership Firm/ LLP Firm: Authorization from all the partners.		
			In case of Private Limited Company/ Public Limited Company: As per Board Resolution		

39			Self-Declaration (As per Annexure D)		
40		Nationality of Applicants/ Designated person and other partners/directors	Self-attested copy of any documents: PAN /Passport/Aadhaar card/ Voter card/Ration Card/any other relevant document by State or Central Govt. stating nationality (In case of Partnership firm/ LLPs/ Public or Private Ltd companies Documents of all partners/ directors should be submitted)		
39		Applicant free of any convictions/charges for criminal offence involving moral turpitude / economic offence	Undertaking on stamp paper Annexure D (as applicable).		
			The Annexure D (as applicable) is required to be submitted for all the Designated Person (s).		
40		Applicants and (or) Designated person(s) are Physically and Mentally sound	All designated person (s) must submit Medical Certificate in Original from a Govt. Medical practitioner (MBBS or Above) for applying in the prescribed format only as per Annexure E.		
41			In case of partnership firm or LLP: medical certificate for all partners other than the designated person (s), will also be required to be shown in original from a Govt. medical practitioner (MBBS or above) in the prescribed format only (Refer Annexure-E)		
42		Status of current engagement as a distributor for PE/PP Indian or foreign plastic raw material manufacturers	Undertaking on stamp paper Annexure D (as applicable).		
			The Annexure D (as applicable) is required to be submitted for all the Designated Person (s).		

Before Submission of the application form, please make sure of the following

Application Form is dully filled.

Self-attestation on all pages of the documents submitted with the application form.

All relevant Annexures, Original CA certificates and relevant documents are submitted.

Applicants must ensure all pages of application form, draft agreement, guidelines and all annexures is signed and sealed.

The above-mentioned checklist is indicative. Applicants should be guided by the selection guidelines for submission of the requisite documents.

17. GLOSSARY OF TERMS

Terms	Definitions
Del Credere Agent (DCA)	The term indicates that the entity is working as a channel partner. A Del Credere Agent is an agent for a principal wherein the agent acts not only as a salesperson, or broker, for the principal, but also as a guarantor of credit extended to the buyer, here, end-use plastic customers
Consignment Stockist (CS)	Consignment Stockist is a channel partner who holds stock legally owned by another party, e.g. BPCL, meaning that the risk and rewards regarding the said stock remain with the owner while the stockist is responsible for distribution or retail operations.
Trader	A trader is an individual or a firm who engages in the buying and selling of products, here polymers, on their own behalf
Dealer	Dealer is buyer and seller of products, here polymers, authorized by Manufacturer
Polymers	A polymer is a large molecule, or macromolecule, referring to a molecule whose structure is composed of multiple repeating subunits of monomers. For Example: PE, PP, PVC, PS, EPS, ABS, ASA, PMMA, SAN, PA, PC, PET, PU etc. From a BPCL point of view, polymers relevant for DCA/DCA-cum-CS Appointment process are PE, PP and PVC.
Net worth	Net worth means the aggregate value of the paid-up 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
Turnover	Turnover means the aggregate value of the revenue from the sale, supply or distribution of goods or on account of services rendered, or both, by the applicant during a financial year.
Financial Year (FY)	Financial Year means FY 2025-26, 2024-25, 2023-24.

Enclosed : Annexures

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- 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.

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:

Annexure – B
MINIMUM QUALIFICATION (POLYMER EXPERIENCE)
To be printed on the Letterhead of Practicing Chartered Accountant)

To,

Bharat Petroleum Corporation Limited,
Petrochemical Business, Rasayan Block, “A” Installation
Sewree Fort Road, Sewree (East), Mumbai -MH 400015
Ph.: 022-24176641 / 022-24176642

Dear Sir,

This is to be certified that M/s _____, has been engaged in the business of distribution / sales / trading of polymer products (PE / PP / PVC) for a minimum of two years of experience in any of the last three financial years (preceding the date of advertisement).

The details of volumes handled by the Company during the last three (3) completed financial years are as under:

Financial Years	Polyethylene (PE) (in KTPA)	Polypropylene (PP) (in KTPA)	PVC (in KTPA)	Total Volume (in KTPA)
FY 2023 – 24				
FY 2024 – 25				
FY 2025 – 26				

*(KTPA – Kilo Tonnes Per Annum)

The value (INR Cr.) of polymer volumes handled by the Company during the last three (3) completed financial years is as under:

Financial Years	Polyethylene (PE) (INR Cr.)	Polypropylene (PP) (INR Cr.)	PVC (INR Cr.)	Total Volume (INR Cr.)
FY 2023 – 24				
FY 2024 – 25				
FY 2025 – 26				

The above information has been extracted and verified from the audited financial statements of the respective years. This certificate has been issued on the basis of the verification of following documents listed hereunder and documents verified are enclosed herewith

- 1.
- 2.
- 3.
- 4....

We further certify that the firm is registered with GST No./PAN _____, and the financial figures mentioned above are true and correct to the best of our knowledge and belief.

[Name of Chartered Accountant Firm]

(Chartered Accountants)

FRN: [Firm Registration No.]

Place:

Date:

(Signature & Seal)

[Name of Practising Chartered Accountant]

Membership No.: [XXXXXX]

UDIN: [XXXXXXXXXXXXXXXXXX]

Details of Sales Invoice in Prescribed Format

(To be verified by Practicing Chartered Accountant)

Financial Year	Quarters	Invoice No.	Invoice Date	Name of Product Sold	State or U.T. Name for Area of Business (i.e. as per the address of customer mentioned on the invoice)	Invoice Value (INR)	GST No.
2023-24	1st						
	2nd						
	3rd						
	4th						
2024-25	1st						
	2nd						
	3rd						
	4th						
2025-26	1st						
	2nd						
	3rd						
	4th						

Annexure – C
Business Finance Details
(To be printed on the Letterhead of Practicing Chartered Accountant)

To,

**Bharat Petroleum Corporation Limited,
Petrochemical Business, Rasayan Block, “A” Installation
Sewree Fort Road, Sewree (East), Mumbai -MH 400015
Ph.: 022-24176641 / 022-24176642**

Subject: Financial Credentials for M/s _____

Dear Sir,

This is to be certified that M/s _____, having its registered office at _____, is dealing in polymers (PP / PE / PVC)*. Below are the financial details required to fulfill eligibility criteria/marking purpose for Del Credere Agent-cum-Consignment Stockist (DCA-cum-CS) selection process for Bharat Petroleum Corporation Limited.

Financials	FY 2023-24	FY 2024-25	FY 2025-26
Total Turnover from all the Businesses of Applicant (INR Cr.) **			
Turnover from Polymer Business (INR Cr.) ***			
Net Worth (INR Cr.)			
Working Capital (INR Cr.)			
Income Tax Paid (INR Lakhs)			

*Strike out whatever is not applicable.

** For marking purpose, Total turnover from all the business will be considered.

*** For information purpose only (turnover from distribution/sales/trading of polymers)

We further certify that the firm is registered with GST No./PAN _____, and this certificate is given based on copy of audited financial reports for profit/loss account and balance sheet of the respective years, considering the BPCL Selection Guidelines for Appointment of Del Credere Agent cum Consignment Stockist (DCA-cum-CS). This certificate has been issued based on the verification of the following documents listed hereunder, and the documents verified are enclosed herewith

- 1.
- 2.
- 3.

[Name of Chartered Accountant Firm]

(Chartered Accountant)

FRN: [Firm Registration No.]

Place:

Date:(Signature & Seal)

[Name of Practicing Chartered Accountant]

Membership No.

UDIN

**Annexure D-
NOTORISED AFFIDAVIT)**

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

(Separate Affidavit to be submitted by all the designated Person(s) of proprietorship or of partnership firm as per table 1 of 5.a in selection guidelines)

I, _____ son/daughter/wife of _____
_____ age _____ years, residing at _____
_____ do hereby

solemnly affirm and say as under:

1. That I / We (in case of partnership firm) am / are Indian citizen(s).
2. That I am partner/proprietor of (Name of firm with address).
3. That our partnership firm / proprietary firm M/s (Name of the firm with address) is duly registered in India and a photo copy of the registration certificate is enclosed herewith forming part and parcel of this affidavit and that neither our partnership firm / proprietary firm is currently appointed as channel partner for polymer marketing of Bharat Petroleum Corporation Ltd. nor our partnership firm / proprietary firm has been terminated in last 5 years from date of advertisement as a channel partner / Dealer / Distributor / Transporter / Contractor of Bharat Petroleum Corporation Ltd.
4. I undertake that I OR any of the partners (in case of partnership firm), have never been convicted nor have charges ever been framed against me by any court of law for any criminal offence (other than freedom struggle) involving moral turpitude and/or economic offences.
5. I undertake that I/we (in case of partnership firm) will observe all the relevant guidelines with regard to award/operation of the said DCA-cum-CS issued by Bharat Petroleum Corporation Limited/Govt. of India or any other statutory body from time to time.
6. That neither me nor my immediate family members (including that of partners) i.e. spouse and dependent children are currently appointed as channel partner for polymer marketing of Bharat Petroleum Corporation Ltd.
7. That if selected as DCA-cum-CS of Bharat Petroleum Corporation Ltd., the warehouse for carrying out the DCA-cum-CS engagement with Bharat Petroleum Corporation Ltd. would be used exclusively for this purpose and no other product(s) would be stored in this designated space of warehouse.
8. That if any information/declaration given by me in my/our application or in any document submitted by me/us in support of application for appointment as Del Credere Agent cum Consignment Stockist (DCA-cum-CS) or in this affidavit shall be found to be untrue or incorrect or false, the Bharat Petroleum Corporation Limited would be within its rights to withdraw the Letter of Intent (LOI) (if already issued)/ Letter of Appointment (LOA) (if already issued) terminate the DCA-cum-CS (if already appointed) and that I would have no claim, whatsoever, against the Corporation for such withdrawal/termination.

(*Strike out whatever is not applicable)

I hereby verify what has been stated above is true to the best of my knowledge and correct and nothing material has been concealed there from.

Solemnly affirmed and declared before me.

This _____ day of _____

(Signature and seal of Magistrate/ Judge/Notary Public)

(Signature of the person making affidavit)

Location:

ANNEXURE -D
NOTORISED AFFIDAVIT)

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF REQUIRED VALUE)

(Separate Affidavit to be submitted by all the Designated Person(s) of the Limited Liability Partnership LLP . Refer table 1 of point 5.a in selection guidelines)

I, _____ son/daughter/wife of _____
_____ age _____ years, residing at _____
_____ do hereby

solemnly affirm and say as under:

1. That I (including all Designated Partners) are Indian citizen(s).
2. That I am a Partner/Designated Partner of the Limited Liability Partnership, (NAME OF THE FIRM with ADDRESS).
3. That the LLP above named is duly registered in India and a photocopy of the registration certificate is enclosed herewith forming part and parcel of this affidavit and that the LLP is neither currently appointed as channel partner for polymer marketing of Bharat Petroleum Corporation Ltd nor has ever been terminated in last 5 years from date of advertisement as a channel partner / Dealer / Distributor / Transporter / Contractor of Bharat Petroleum Corporation Ltd.
4. That I or any of the partners have never been convicted nor have charges ever been framed against me by any court of law for any criminal offence (other than freedom struggle) involving moral turpitude and/or economic offences.
5. That the LLP does not have any criminal record, nor does it have any criminal charges (other than freedom struggle) framed against it by any Court of Law involving moral turpitude and/or economic offences punishable under law.
6. I (including all Designated Partners) undertake that the LLP will observe all the relevant guidelines with regard to award/operation of the said DCA-cum-CS issued by Bharat Petroleum Corporation Limited/Govt. of India or any other statutory body from time to time.
7. That neither me nor my immediate family members (including that of partners) i.e. spouse and dependent children are currently appointed as DCA-cum-CS of Bharat Petroleum Corporation Ltd.
8. That if selected as DCA-cum-CS of Bharat Petroleum, the warehouse for carrying out the DCA-cum-CS engagement with Bharat Petroleum Corporation Ltd. would be used exclusively for this purpose and no other product(s) would be stored in this designated space of warehouse.
9. That if any information/declaration given by me in my/our application or in any document submitted by me/us in support of application for appointment as Del Credere Agent cum Consignment Stockist (DCA-cum-CS) or in this affidavit shall be found to be untrue or incorrect or false, the Bharat Petroleum Corporation Limited would be within its rights to withdraw the Letter of Intent (LOI) (if already issued)/ Letter of Appointment (LOA) (if already issued) terminate the DCA-cum-CS (if already appointed) and that I would have no claim, whatsoever, against the Corporation for such withdrawal/termination.

(*Strike out whatever is not applicable)

I hereby verify what has been stated above is true to the best of my knowledge and correct and nothing material has been concealed there from.

Solemnly affirmed and declared before me.

This _____ day of _____

(Signature and seal of Magistrate/ Judge/Notary Public)

(Signature of the person making affidavit)

Location:

ANNEXURE D
(NOTORISED AFFIDAVIT)

(TO BE TYPED ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF Required value)

(Separate Affidavit to be submitted by all Designated Person(s) of Limited Company/Registered Co-operative Societies. Refer table 1 Point 5.a of selection guidelines)

In matter of appointment of Del Credere Agent (DCA)/ Del Credere Agent cum Consignment Stockist (DCA-cum-CS) by Bharat Petroleum Corporation Limited at _____ (Location) whereas _____ (Name and address of the Registered Cooperative Society*/Private Limited Company*/Public Limited Company*) has applied for DCA/ DCA-cum-CS of M/s Bharat Petroleum Corporation Limited at _____ (Location).

I, _____ son/daughter/wife of _____
_____ age _____ years, residing at _____
_____ do hereby

solemnly affirm and say as under:

1. That I am Indian citizen.
2. That I am the Applicant full-time Director of the Company*. **(Applicable only for Limited Companies)**

Or

That I am the Applicant full-time member of Registered Co-operative Society*. **(Applicable only for Registered Co-operative Society)**

3. That through a resolution passed by the Co-operative Society*/ Private Limited Company*/Public Limited Company*, I have been authorised to apply for the said DCA/ DCA-cum-CS. A copy of the resolution/Authorisation is enclosed herewith forming part and parcel of this affidavit.
4. That the said Co-operative Society*/ Private Limited Company*/Public Limited Company* is duly registered in India and a photo copy of the registration certificate is enclosed herewith forming part and parcel of this affidavit and that the said Co-operative Society*/ Private Limited Company*/Public Limited Company* is neither currently appointed as channel partner for polymer marketing of Bharat Petroleum Corporation Ltd nor has ever been terminated in last 5 years from date of advertisement as a channel partner / Dealer / Distributor / Transporter / Contractor of Bharat Petroleum Corporation Ltd.
5. That on behalf of the Co-operative Society*/ Private Limited Company*/Public Limited Company*, I undertake that we will observe all the relevant guidelines with regard to award/operation of the said DCA/ DCA-cum-CS issued by Bharat Petroleum Corporation Limited/Govt. of India or any other statutory body from time to time.
6. *That there are no charges framed against any member of the above-named Cooperative Society by any Court of Law, and/or no member of the registered Co-operative Society has ever been convicted for any criminal offence (other than freedom struggle) involving moral turpitude and/or economic offences punishable under law **(applicable only for registered co-operative society)**.
7. *That there are no charges framed against myself or any Director of the above named Company by any Court of Law, and/or no Director of the Public/Private Limited Company has ever been convicted for any criminal offence (other than freedom struggle) involving moral turpitude and/or economic offences punishable under law. **(applicable only for Public/Private Limited Company)**
8. That the registered Co-operative Society*/ Private Limited Company*/Public Limited Company* does not have any criminal record nor does it have any criminal charges (other than freedom struggle) framed against it by any Court of Law involving moral turpitude and/or economic offences punishable under law.

9. That if selected as DCA-cum-CS of Bharat Petroleum, the warehouse for carrying out the DCA-cum-CS engagement with Bharat Petroleum Corporation Ltd. would be used exclusively for this purpose and no other product/s would be stored in the designated space of warehouse.
10. That if any information/declaration given by me in my/our application or in any document submitted by me/us in support of application for appointment as Del Credere Agent cum Consignment Stockist (DCA-cum-CS) or in this affidavit shall be found to be untrue or incorrect or false, the Bharat Petroleum Corporation Limited would be within its rights to withdraw the Letter of Intent (LOI) (if already issued)/ terminate the DCA-cum-CS (if already appointed) and that I would have no claim, whatsoever, against the Corporation for such withdrawal/termination.

(*Strike out whatever is not applicable)

I hereby verify what has been stated above is true to the best of my knowledge and correct and nothing material has been concealed there from.

Solemnly affirmed and declared before me.

This _____ day of _____

(Signature and seal of Magistrate/ Judge/Notary
Public)

(Signature of the person making affidavit)

Location:

ANNEXURE -E
MEDICAL CERTIFICATE (DCA-cum-CS)
PRESCRIBED FORMAT ONLY TO BE USED

(Separate Certificate to be submitted by all Designated Person(s). Refer table 1 Point 5.a of selection guidelines)

Photograph of Applying
Person to be attested by
Doctor

Name of Applying Person: _____

Age of Applying Person: _____

Residential Address of Applying Person:

I, Govt. medical practitioner (MBBS or above) Dr. _____ after examination
of the Applying Person* Mr. / Ms. / Mrs. _____ hereby certify that
the said Applying Person (whose details are mentioned here) is medically fit.

Remark (if any):

(Signature of the Applying Person)

(Signature and Stamp of Doctor)

Govt. Medical Practitioner (MBBS or above)

Name of Govt. Hospital:

Place:

Date:

*NOTE: Mentally unsound and totally paralyzed persons shall not be eligible to apply. The medical certificate is required to be submitted by individual / proprietor / applying partner of a partnership firm or LLP / applying Director of private limited company or public limited company / applying person in other cases.

ANNEXURE -F**Business Details****(Self-Declaration of Business Description and Size of Operations)**

To,

**Bharat Petroleum Corporation Limited,
Petrochemical Business, Rasayan Block, “A” Installation
Sewree Fort Road, Sewree (East), Mumbai -MH 400015
Ph.: 022-24176641 / 022-24176642**

Sub: Self-Declaration – Polymer Business Description and Volumes Handled

Dear Sir,

This is to certify that our company has a minimum of two years of experience in any of the last three financial years (preceding the date of advertisement) involving distribution, sales, and/or trading of at least one polymer: PE, PP, or PVC.

The following provides further details pertaining to our undertaking:

Header	Details (Tick/Provide Info)			Comments
Business Role (Tick all applicable)	☐ Distributor	☐ Trader	☐ Processor	<u>Geographic Presence, e.g. Zones/States</u>
No. of Years of experience in polymer business in last 10 years				<u>No. of unique customers served</u>
Polymers Handled (Tick all applicable)	☐ PE	☐ PP	☐ PVC	<u>Main applications/end-user segments</u>
DCA/DCA-cum-CS for Indian Manufacturer <i>(Tick all applicable)</i>	☐ Yes ☐ No			<u>No. of years as DCA/CSA</u>

Size of Operations	FY 2023-24	FY 2024-25	FY 2025-26
Polymer Volumes Handled (KTPA)			
Polymer Business Turnover (INR Cr.)			

I/We declare that the information provided above is true and accurate to the best of my/our knowledge. Any misstatement may result in disqualification or cessation of business relations.

(Signature)

Name:

Designation:

(Company Seal)

Place:

Date:

This certificate has been issued on the basis of the verification of following documents listed hereunder and documents verified are enclosed herewith

- 1.
- 2.
- 3.

Annexure – G
Polymer Handling Experience

To,

**Bharat Petroleum Corporation Limited,
Petrochemical Business, Rasayan Block, “A” Installation
Sewree Fort Road, Sewree (East), Mumbai -MH 400015
Ph.: 022-24176641 / 022-24176642**

Dear Sir,

This is to be certified that M/s

_____, has been engaged in the business of distribution / sales / trading of polymer products (PE / PP / PVC) for a minimum of two years of experience in any of the last three financial years (preceding the date of advertisement).

The details of volumes handled by the Company during the last _____ completed financial years are as under:

Financial Years	Polyethylene (PE) (in KTPA)	Polypropylene (PP) (in KTPA)	PVC (in KTPA)	Total Volume (in KTPA)

*(KTPA – Kilo Tonnes Per Annum)

The value (INR Cr.) of polymer volumes handled by the Company during the last _____ completed financial years is as under:

Financial Years	Polyethylene (PE) (INR Cr.)	Polypropylene (PP) (INR Cr.)	PVC (INR Cr.)	Total Volume (INR Cr.)

The above information has been extracted and verified from the audited financial statements of the respective years.

We further certify that the firm is registered with GST No./PAN _____, and the financial figures mentioned above are true and correct to the best of our knowledge and belief.

[Name of Chartered Accountant Firm]

(Chartered Accountants)

FRN: [Firm Registration No.]

Place:

Date:

(Signature & Seal)

[Name of Practising Chartered Accountant]

Membership No.: [XXXXXXX]

UDIN: [XXXXXXXXXXXXXXXXXX]

Financial Year	Quarters	Invoice No.	Invoice Date	Name of Product Sold	State or U.T. Name for Area of Business (i.e. as per the address of customer mentioned on the invoice)	Invoice Value (INR)	GST No.
	1st						
	2nd						
	3rd						
	4th						
	1st						
	2nd						
	3rd						
	4th						
	1st						
	2nd						
	3rd						
	4th						

This certificate has been issued on the basis of the verification of following documents listed hereunder and documents verified are enclosed herewith

- 1.
- 2.
- ...

ANNEXURE-H
Mandate form for EMD

To,

**Bharat Petroleum Corporation Limited,
Petrochemical Business, Rasayan Block, "A" Installation
Sewree Fort Road, Sewree (East), Mumbai -MH 400015
Ph.: 022-24176641 / 022-24176642**

Dear Sir,

Please find the duly filled Vendor form. The following is a confirmation of my bank account details and I hereby affirm my/our choice to opt for payment of our bills/due to me under DCA-cum-CS Agreement through electronic mode. I understand that Bharat Petroleum Corporation Ltd. also reserves the right to send the payments due to me by a cheque/Demand Draft/electronic mode or through a banker.

1	Name of Beneficiary (i.e. Applicant)	
2	Permanent Account Number (PAN)	
3	Particulars of Bank Account	
	i) Name of Bank	
	ii) Name of Branch	
	iii) Branch Code	
	iv) Address	
	v) City Name	
	vi) Telephone No. of Bank	
	vii) NEFT IFSC Code (11 digits)	
	viii) 9-digit MICR code appearing on the cheque book	
	ix) Type of Account (SB/CC/CA)	
	x) Account No. (as per cheque copy)	
4	Beneficiary's E-mail ID	
5	Beneficiary's Mobile No.	

I hereby confirm that the particulars given above are correct and complete and undertake to promptly advise any changes to the above details to BPCL. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, I shall not hold Bharat Petroleum Corporation Limited responsible. I also agree for printing of the bank details on the cheque or DD if the payment is affected by cheque/DD.

(Signature of Account Holder)

Seal of Applicant

Enclosure

1. Vendor form complete in all respects.
2. GST/PAN/MSME certificate etc as applicable as per vendor form
3. Cancelled Cheque

VENDOR MASTER

BPCL VENDOR MASTER - CREATION/ UPDATION FORM														
ORGANIZATION AND TAX RELATED DETAILS														
Sr. No	Description	Vendor Response										Remarks		
1	Type of Company (Nature of Entity or Business Concern) (Please tick the appropriate Value)	01 Individual	02 HUF										1. Pl tick wherever applicable. 2. Pls. attach self attested and stamped copy of relevant Registration Certificate/Partnership/Trust Deed/lease deed 3. For foreign vendors, details mentioned in Sl. no.6 is optional and Sl.no. 7 to 11 are not applicable.	
		03 Association of Persons (AOP)	04 Body of Individuals (BOI)											
		05 Co-op. Society	06 Trust											
		07 Partnership Firm	08 Sole Proprietorship Firm											
		09 Public Ltd. Company	10 Private Ltd. Company											
2	E-mail ID	11 Central PSU	12 State PSU										Pls. indicate e-mail Id to be used by us for sending updates,information, etc. Pls. indicate mobile No to be used by us for sending updates,information Pls. indicate STD code followed by Telephone No.	
		13 Central Govt. Authority/Department	14 State Govt. Authority/Department											
		15 Limited Liability Partnership(LLP)	16 Foreign Vendor											
		17 Others, pl Specify:												
		armumbai@in.ibm.com												
3	Mobile No. (alternate)	+	9	1	-									
4	Telephone No.	+	9	1	-									
5	Communication Address as per GST registration address	Landline												
6	PAN Number	District/Taluka/Zilla												
7	GST Registered Status	PIN												
8	GST Regn No. / Composition Registration No.	Composition												
9	Whether unit for which GST no. is provided is located in SEZ	NO												
10	Whether having multiple GST registration in a state	YES												
11	Whether registered under MSME	NO												
MSME Category		MSME Women (Yes/ No)										SC/ST MSME (Yes/ No)		
I/We confirm that all the information provided above is correct and belongs to my organization/ business.														
(Vendor Name)		(Vendor Code in BPCL)										(Name & Signature of Authorized Signatory)		
		[applicable in case details to be updated for										(Company Seal)		
Date (dd-mm-yyyy)														

MSME details

BPCL VENDOR MASTER - CREATION/ UPDATION FORM									
SEC 2.0 Micro Small & Medium Enterprises (MSME) / Udyam Registration Details									
Sr. No	Description	Details					Remarks		
1	MSME Udyam Registration Number						Please attach self attested and stamped Copy of MSME Udyam Registration certificate		
2	Date of Udyam Registration						As mentioned in Registration Certificate.		
3	State of Udyam Registration			District of Udyam Registration			As mentioned in Registration Certificate.		
4	Registration Category	Micro		Small		Medium	Tick against correct option as mentioned in Registration Certificate. 01- Micro / 02- Small/03 - Medium		
5	MSME Social Category Status - 1	General		SC/ST		OBC	Tick against correct option as mentioned in Registration Certificate. 01- General / 02- SC/ST / 03 - OBC		
6	MSME Social Category Status - 2	Women		Physically Challenged		Others	01 - Women / 02 - Physically Challenged / 03 - Others		
7	Registered activities for MSME						As mentioned in Registration Certificate. 01 - Manufacturing 02 - Services		
8	Proprietor/Partners/ Promoters details belonging to Schedule cast/Schedule tribe (SC/ST)/ Women Entrepreneur						Please provide CA Certificate for sharing holding pattern along with caste certificate/ Aadhar for SC/ST/ Women partners. (Please note that in case no certificate is enclosed for SC/ST/Women, it shall be deemed that the entity owners do not fall in the category.)		
I/We confirm that all the information provided above is correct and belongs to my organization/ business.									
(Vendor Name)		(Vendor Code in BPCL) [applicable in case details to be updated for			(Name & Signature of Authorized Signatory)			(Company Seal)	
Date (dd-mm-yyyy)									

GST Registration details

BPCL VENDOR MASTER - CREATION/ UPDATION FORM														
SEC 3.0 GST Registration Details														
S.No	Particulars	Details												
1	Vendor Name													As per GST Registration Certificate Leave blank for new vendor. Mention existing vendor code for updation of details.
2	Vendor Code													
3	Email ID													
4	Mobile No.													
5	GST Registration Status													Tick against correct option
6	If Unregistered, reasons													provide details
7	Whether located in SEZ													Tick against correct option
8	GSTN No./ Composition Registration No.													Please attach the self attested registration Certificate
9	Address as per GST Registration for the state													
10	Whether having multiple GST registration in a state													Pl tick wherever applicable. If Yes, specify business Division
I/We confirm that all the information provided above is correct and belongs to my organization/ business.														
(Vendor Name)		(Vendor Code in BPCL) [applicable in case details to be updated for				if Yes, Business Division				NO		(Name & Signature of Authorized Signatory)		(Company Seal)
Date (dd-mm-yyyy)														

NEFT MANDATE

BPCL VENDOR MASTER - CREATION/ UPDATION FORM FOR BANK DETAILS																	
SEC 1.0 National Electronic Fund Transfer (NEFT) Mandate																	
S.No	Particulars										Details						
1	Vendor Name										As per GST Registration Certificate						
2	Vendor Code										Leave blank for new vendor. Mention existing vendor code for updation of details.						
3	Particulars of Bank Account																
3(a)	Name of the Bank																
3(b)	Name of the Branch																
3(c)	Bank Address										Attach Self attested and stamped copy of cancelled cheque or Duly Filled latest bank certificate						
3(d)	City Name																
3(e)	NEFT IFSC Code																
3(f)	Bank Account No.																
3(g)	Type of Account																
We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, We would not hold the company responsible.																	
<table border="1"> <tr> <td>Date</td> <td>(Name & Signature of Authorized Signatory)</td> <td>(Company Seal)</td> </tr> </table>															Date	(Name & Signature of Authorized Signatory)	(Company Seal)
Date	(Name & Signature of Authorized Signatory)	(Company Seal)															
Bank Certificate for BPCL's purpose																	
We certify that the details given above are correct as per our records.																	
<table border="1"> <tr> <td>Date</td> <td>(Name & Signature of Authorized Official of bank)</td> <td>(Bank Seal)</td> </tr> </table>															Date	(Name & Signature of Authorized Official of bank)	(Bank Seal)
Date	(Name & Signature of Authorized Official of bank)	(Bank Seal)															

END OF DOCUMENT