



RN.DSB:OMP.MANAUTA MOD.SAINANGLI SH-51 (MEERUT)

Date: 16.09.2015

Smt. Neeta Devi,
D/o Late Shri Dharmendra Singh,
R/o VPO Singhpur Sahni,
Tehsil Sambhal,
District Sambhal, Uttar Pradesh

Dear Madam,


Proposed MS/HSD Retail Outlet Dealership at location Manauta Mod, Saidnangli on Sambhal – Hasanpur Road (SH 51), District Sambhal, State: Uttar Pradesh, Category: OPEN (W), Marketing Plan: BPC Plan

We refer to your application dated 19.11.2010 for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent interview held at Meerut territory on 17.08.2011.

As you are aware, you have been empanelled No.1 for award of dealership at the above location.

1. We notice from your application that you have sought assistance under 'Corpus Fund' scheme. As per the scheme, we are required to provide a developed retail outlet with all basic facilities as listed in the scheme.
2. Our experience shows that arranging land for construction of Retail Outlet has not been very encouraging which resulted in inordinate delay in commissioning RO dealerships allotted to candidates eligible for "Corpus Fund" scheme in the past.
3. Hence, it is proposed to seek your assistance in scouting / arranging for a suitable site at the above location. In case it is not possible for you to arrange a suitable site at the above location, you may arrange for a suitable site **anywhere in the country** at a place of your choice for setting up of a retail outlet against this offer made to you for the subject retail outlet dealership. This opportunity is being given to you in line with a policy approved by MOP&NG who have decided to offer a onetime dispensation as above with a view to expedite commissioning of retail outlet dealership.
4. It may however be noted that the offer of the land shortlisted by you after due deliberations with the land owner, is to be given in writing. The minimum requirements for the plot to be suitable for putting up an outlet are enclosed as annexure. The offer is to be given in writing along with the details of the owners and their written consent. The site would be evaluated by us considering techno-commercial feasibility or otherwise advised to you within 30 days.


मेरठ टेरिटरी : अबू का मकबरा, कोसर गंज, मेरठ- 250 002 (उ.प्र.) फोन : 0121-2520725, 2533259, फैक्स : 0121-2528749
रजिस्टर्ड/ऑफिस : भारत भवन, 4 एवं 6 करीमभाँय रोड, बेलाई इस्टेट, मुम्बई- 400 001 फैक्स : 22713637 दूरभाष : 22713000, 22714000


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5. It may also be kindly noted that there is a timeline of one year from the date of receipt of this letter within which the above process needs to be completed by you failing which the allotment made to you for the subject retail outlet dealership will be finally cancelled and LOI withdrawn and thereafter you will have no claim, whatsoever, on the oil company either for a dealership or any other type of compensation.
6. Accordingly, you may wish to kindly arrange for a suitable site anywhere in the country to enable us to develop the retail outlet at above site with appropriate structures, storage tanks and pumps under the Corpus Fund scheme against this allotment issued to you.
7. For enabling you to operate the aforesaid dealership, we will provide you working capital, as may be determined by the corporation at its sole discretion to be utilized only for the purpose of taking delivery of MS/HSD/Lubs from the Corporation to maintain supply.
 - a. The above working capital will carry interest @ 11% per annum payable monthly from the date of disbursement of the working capital by the corporation.
 - b. The aforesaid working capital along with the interest mentioned above, will be repayable by you in 100 equal monthly installments commencing from the 13th month of commissioning of the dealership.
8. For the facilities that may be provided by the Corporation as aforesaid, we will recover from you license fee as may be decided by the Corporation and applicable to you from time to time. At present, the license fee recoverable is Rs. 48/- per KL for MS and Rs. 41/- per KL for HSD.
9. The corporation will not be held liable for any loss or damage on account of delay that may be caused in providing you the facilities mentioned above whatever may be the cause of such failure or delay.
10. You will provide following basic facilities at the retail outlet for the convenience of the customers during operation period.
 - a. Clean drinking water
 - b. Free Air
 - c. Clean toilet
 - d. Telephone.
 - e. First aid kit with medicines.
 - f. Adequate illumination.
 - g. Generator (silent)
 - h. PUC facilities, wherever it is mandatory.
 - i. PFS standards will be maintained by you.
 - j. Any other customer related facilities as advised by the company.



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11. You shall not induct any partner(s) in case of individual (s) nor make any changes in the constitution of the partners, as existing at the time of application and shall give an undertaking to this effect.

12. It will always be a basic condition for the award of MS/HSD retail outlet dealership that you shall operate the dealership personally full time and you will give us a written undertaking to this effect and shall not assign or part with the same to any other person(s).

13. You will be, notified by the corporation, in writing, after the facilities mentioned above are made available and are ready for commissioning the dealership. Immediately on receipt of the above notice from the corporation, you shall, within a period of two months, comply with the following requirements and produce proof thereof to our satisfaction.

a. You have obtained each and every license necessary for operating your dealership as may be required under any central / state govt. / municipal or local authorities for the time being in force; and

b. You have resigned from your employment if you are employed, and obtained the letter of acceptance from your employers.

Please note that your failure to comply with the requirements mentioned in (a) & (b) above will entitle the Corporation to withdraw this letter of intent without making any further reference to you, purely at your own risk.

14. This letter of intent will stand automatically withdrawn and cancelled on the happening of any of the following events:

a. In case you or your close relatives like spouse, unmarried son(s) and unmarried daughter(s) receive or have received a letter of intent for any other dealership or distributorship from our company or any other oil company either in your individual capacity or in partnership with any other individual(s).

b. If it is found that you have suppressed and / or misrepresented any material facts in your application.

c. In the event of death, if you are an individual.

d. In the event of death of any partner (if you are a partnership firm).

15. You will be required to shift your residence to the subject location in order to effectively operate the retail outlet and give us a written undertaking to this effect.

16. You will not sell / lease / mortgage the said land to any third party without BPCL's permission in writing, so long as the agreement (DPSL) is valid and BPCL's facilities continue at the site.



17. This letter is merely a letter of intent and is not to be construed as a 'firm offer' of dealership to you.
18. The award of dealership will, on your complying with the terms and conditions spelt out hereinabove be confirmed / formalized by an appointment letter, followed by signing of our standard dealership agreement between both you and us after the facilities are made available and you are in a position to commence the operation of the dealership.
19. Should you require any further details/guidelines, please get in touch with our office at the address mentioned below :

**Territory Manager (Retail),
Bharat Petroleum Corporation Ltd.,
Abu - Ka - Makbara, Kaiser Ganj,
Meerut - 250002 (U.P.)**

Please note issuance of LOI is subject to final outcome of Court Case No. 20252/2012 pending before the Hon'ble High Court, Allahabad.

Please acknowledge receipt of this letter and return the same to us.

Thanking you,

Yours faithfully,
For Bharat Petroleum Corporation Limited


Territory Manager (Retail), Meerut

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