

REGISTRATION FORM FOR SUPPLIERS OF IMPORTED CRUDE OIL/LPG & SUPPLIERS/BUYERS FOR IMPORT/EXPORT OF PETROLEUM PRODUCTS

Hindustan Petroleum Corporation Ltd (HPCL) imports crude oil and petroleum products as well as exporting petroleum products through **tendering procedure** through parties registered on its approved mailing list. Well reputed petroleum traders with sound financial standing are invited to register with HPCL for trading of crude oil and petroleum products and are requested to fill up the following registration form and submit it, duly signed on letter head along with enclosures, to the address provided at the end of this message. The mere submission of an application by a party does not guarantee registration on HPCL's mailing list. HPCL reserves the right to reject any application without assigning reasons thereof.

Kindly note that we deal on principal-to-principal basis with the parties who are registered on our approved Mailing List and not through any intermediary. Kindly also note that all data received either from you or your trade/bank references would be treated in strict confidence and would be used only for the purpose of registration on HPCL's Mailing List(s). It is also requested that the data/documents sought may kindly be provided as per seriatim. We wish to inform that the request for registration on HPCL's mailing list(s) shall be considered, only on receipt of full data including published or certified Annual Reports/audited financial statements along with Auditor's Report for the last three years as well as satisfactory references from reputed international oil parties and from Banks. Kindly also note that the decision of HPCL shall be final and binding upon the parties with regard to registration.

We look forward to doing fruitful business with your organization.

DATA SHEET TO BE FILLED ON THE LETTER HEAD BY PROSPECTIVE SUPPLIER/BUYER SEPARATELY FOR CRUDE AND PRODUCTS.

I. PARTICULARS OF APPLICANT:

SR.NO	ITEMS	DETAILS
1.	NAME OF THE COMPANY SEEKING REGISTRATION	
2.	NATIONALITY/COUNTRY OF INCORPORATION	
3.	CORPORATE HEADQUARTERS <i>full address</i>	
4.	DATE OF INCORPORATION <i>Please enclose Notarized copy of Certificate of Incorporation (COI). In case, Certificate of Incorporation is issued in language other than English, please also attach duly notarized translated copy of COI.</i>	
5.	CORE BUSINESS ACTIVITY OF THE COMPANY	
6.	YEAR SINCE TRADING IN CRUDE OIL/PETROLEUM PRODUCTS	
7.	TYPE OF COMPANY – PRIVATE/PUBLIC	
8	NAME OF THE CHAIRMAN/PRESIDENT/MANAGING DIRECTOR	
9	CONTACT PERSON (S) NAME : DESIGNATION : TELEPHONE NOS- OFFICE : TELEPHONE NOS – MOBILE : FAX NOS : E-MAIL IDS : POSTAL MAILING ADDRESS :	
10	NAME(S) OF THE COUNTRY (IES) IN WHICH ASSETS OF YOUR COMPANY IS/ARE SITUATED. <i>Please indicate nature of assets</i>	
11.	OVERSEAS OFFICES <i>Pl give addresses with name of contact official and telephone/fax no's and e-mail Ids.</i>	

SR.NO	ITEMS	DETAILS
12.	PARENT/HOLDING COMPANY, (IF ANY) <i>Please give latest shareholding pattern of the applicant company and its Parent/Holding company, along with documentary support. Please provide supporting document for being a 100% subsidiary, if applicable.</i>	
13.	SUBSIDIARY (IES), if any <i>Please give name(s) of subsidiaries and %age of shareholding(s)</i>	
14.	CREDIT RATING OF THE APPLYING COMPANY BY INTERNATIONAL AGENCIES LIKE STANDARD & POOR, MOODY'S, MRC OR D&B. <i>Please indicate the rating and the date when it was awarded along with documentary evidence.</i>	

II. INTERESTED IN REGISTRATION FOR:

SR.NO	ITEMS	DETAILS
1.	SUPPLY OF CRUDE OIL <i>Please indicate grade (s) of crude oil.</i>	
2.	SUPPLY/PURCHASE OF PETROLEUM PRODUCTS <i>e.g., LPG / NAPHTHA / MS / SKO / HSD / FO / LOBS / BITUMEN / HEXANE ETC.</i>	

Note: HPCL reserves the right to register a vendor for either crude or product entirely at its discretion.

III. REFERENCES:

SR.NO	ITEMS	DETAILS
1.	BANK REFERENCES <i>Please furnish names of the bank(s), dealing officials, e-mail Ids/ fax nos., postal addresses. The party seeking registration shall have no objection to HPCL making enquiries from such banks in the course of registration.</i>	
2.	TRADE REFERENCES (Adequate number of references to ensure positive responses from at least three of them on cross-verification) <i>Please furnish names of the parties, dealing officials, e-mail Ids/fax nos., postal addresses in respect of parties with whom trading transactions have been entered into during the last one year. The party seeking registration shall have no objection to HPCL making enquiries from such trade references in the course of registration.</i>	

IV. VOLUME OF PHYSICAL TRADE FOR CRUDE OIL/PETROLEUM PRODUCTS FOR PREVIOUS THREE YEARS

(IN MTS)

DESCRIPTION (GRADES)	Immediate Preceding year		Immediate preceding 2 nd year		Immediate Preceding 3 rd year	
	TERM	SPOT	TERM	SPOT	TERM	SPOT
CRUDE OIL						
PETROLEUM PRODUCTS VIZ.						
LPG						
NAPHTHA						
MS						
SKO						
HSD						
FUEL OIL/LSWR/LOBS						
< BITUMEN AND ANY OTHER PRODUCT >						

♣ Data to be given for the previous three financial years.

V. VALUE OF PHYSICAL TRADE FOR CRUDE OIL/PETROLEUM PRODUCTS FOR PREVIOUS THREE YEARS.

(IN MILLION USD)

DESCRIPTION	Immediate Preceding year		Immediate preceding 2 nd year		Immediate Preceding 3 rd year	
	TERM	SPOT	TERM	SPOT	SPOT	TERM
CRUDE OIL						
PETROLEUM PRODUCTS VIZ.						
LPG						
NAPHTHA						
MS						
SKO						
HSD						
FUELOIL/LSWR/LOBS						
<BITUMEN AND ANY OTHER PRODUCT>						

♣ Data to be given for the previous three financial years.

Notes:

1. The Physical volume traded in the international market should only be given in the above format, for Purchases and Sales separately.
2. The information on trading operations viz. volume of crude oil, LPG and other petroleum products for latest three completed previous years should be duly certified from an international firm engaged in audit of financial statements, and also having an office in India.
3. The inter company/group transactions may kindly be excluded and given separately in the above format.
4. Purchases or Sales of crude oil/ petroleum products for use in own country / refinery / market are not to be included in the figures given in above table and may be shown separately.

VI. SUPPLIERWISE VOLUME OF PHYSICAL TRADE FOR CRUDE OIL/PETROLEUM PRODUCTS FOR PREVIOUS THREE YEARS.

(IN MTS)

DESCRIPTION	NAME OF SUPPLIER	Immediate Preceding year		Immediate preceding 2 nd year		Immediate Preceding 3 rd year	
		TERM	SPOT	TERM	SPOT	TERM	SPOT
CRUDE OIL							
PETROLEUM PRODUCTS VIZ.							
LPG							
NAPHTHA							
MS							
SKO							
HSD							
FUEL OIL/LSWR							
<BITUMEN AND ANY OTHER PRODUCT>							

♣ Data to be given for the previous three financial years.

VII. CUSTOMERWISE VOLUME OF PHYSICAL TRADE FOR CRUDE OIL/PETROLEUM PRODUCTS FOR PREVIOUS THREE YEARS

(IN MTS)

DESCRIPTION	NAME OF CUSTOMER	Immediate Preceding year		Immediate preceding 2 nd year		Immediate Preceding 3 rd year	
		TERM	SPOT	TERM	SPOT	TERM	SPOT
CRUDE OIL							
PETROLEUM PRODUCTS VIZ.							
LPG							
NAPHTHA							
MS							
SKO							
HSD							
FUEL OIL/LSWR							
<BITUMEN AND ANY OTHER PRODUCT>							

♣ Data to be given for the previous three financial years.

Notes:

1. The details of on- going term contracts for sale and purchase of Crude oil (Grade-wise) and Products (product-wise) along with names of the suppliers/customers and volume may also be given.
2. It is requested to give a confirmation that above volumes do not include paper transactions, if traded by the party seeking registration.

VIII. FINANCIAL DATA/PERFORMANCE (PREVIOUS THREE YEARS):

(IN MILLION USD)

SR. NO	DESCRIPTION	YEAR ENDED ON		
		Immediate Preceding year	Immediate preceding 2 nd year	Immediate Preceding 3 rd year
1	NET SALES/ TURNOVER (FROM OIL TRADING)			
2	OTHER SALES/ ACTIVITIES			
3	NET PROFIT			
4	CAPITAL			
5	RESERVES			
6	THE POLICY AND PRACTICE USED FOR VALUATION OF THE OPEN POSITIONS AT THE END OF THE YEAR. <i>Brief summary of the practice used while specifying the outstanding positions of the transactions in terms of US dollars.</i>			
7	ANY OTHER RELEVANT AND KNOWN INFORMATION OF THE COMPANY THAT IS LIKELY TO IMPACT PROFITABILITY OF THE COMPANY IN THE SHORT TERM.			
8	ANNUAL/FINANCIAL REPORTS <i>It is mandatory to submit printed/certified audited reports/audited financial statements of the company along with Directors' and Auditors' Report, Notes on Accounts for the previous three years and other related published information, if any.</i>			
9	OTHER BUSINESS ACTIVITIES <i>Please also furnish the %age of their turnover with total turnover for the past three years.</i>			

IX. OTHER INFORMATION:

SR. NO	ITEMS	DETAILS
1.	EQUITY CRUDE OILS. <i>Oil fields owned/operated with complete details of production and volumes traded in the international market.</i>	

2.	REFINERY (IES) <i>Please give location and refinery-wise capacity for existing as well as proposed.</i>	
3.	TANKER (S) (OWNED/CHARTERED) <i>Please give flag-wise details and capacity.</i>	
4.	IS THE COMPANY FACING AT THE TIME OF SEEKING REGISTRATION ANY KNOWN LEGAL DISPUTES THAT ARE LIKELY TO ADVERSELY AFFECT THE PERFORMANCE OF CONTRACTS/ MEETING ITS FINANCIAL COMMITMENT'S.	
5.	PLEASE CONFIRM TO SUBMIT ANY PARENT CORPORATE GUARANTEE/ BANK GUARANTEE/ BID BOND, IF REQUIRED, AS PER POLICY OF HPCL.	
6.	PLEASE CONFIRM WHETHER APPLICANT COMPANY OR ITS GROUP/ SUBSIDIARY/ AFFILIATE/ PARENT COMPANY WAS EARLIER OR CURRENTLY REGISTERED ON HPCL'S MAILING LISTS – IF YES PLEASE GIVE DETAILS AS UNDER: (A) ON WHICH MAILING LIST (CRUDE / PRODUCT). (B) DATE OF REGISTRATION (C) PERIOD OF REGISTRATION (D) WHETHER ANY CARGO (ES) WERE/ARE AWARDED DURING SUCH PERIOD. (E) DATE/ REASONS OF DELETION.	
7.	OTHER RELEVANT INFORMATION, IF ANY.	

X. PRINCIPAL-TO-PRINCIPAL DEALINGS:

ITEM	DETAILS
PL PROVIDE CONFIRMATION REGARDING PRINCIPAL-TO-PRINCIPAL DEALINGS. <i>The party shall give an undertaking that all the transactions shall be carried out on a Principal-to-Principal basis without using services of any Intermediary/Indian Agents.</i>	

XI. OTHER REQUIREMENTS:

1. Applicant Company to give an undertaking that it is not from a country, which is prohibited/banned under any law/regulation of the Government of India.
2. Certificate from CEO/CMD/authorized signatory as per Annexure-I.
3. **REQUIREMENT OF DOCUMENTS**
 - o Signed Vendor Registration Form of HPCL duly filled up.
 - o Printed /certified annual report of the company along with auditor's report for the last three years.
 - o Proof of Parent-subsidary relationship (certified), in case party submits the financials of their parent company (Parent Company Guarantee is also required).
 - o Certified/notarized certificate of incorporation of the applicant company and also notarized translated copy of certificate in case certificate is issued in any other language than English.
 - o At least one Satisfactory Bank reference.
 - o Adequate no. of trade references to ensure positive responses from at least 3 of them.
 - o Trading information viz. volume of crude & products for previous three years shall be duly certified from an international firm engaged in audit of financial statements and also having an office in India. (Refer our registration form)
 - o CEO/CMD certificate certifying authorized sources of supply/destination (REFER ANNEXURE I).

XII. GOVERNMENT OF INDIA NOT A PARTY TO CONTRACTS:

PL PROVIDE CONFIRMATION REGARDING GOVERNMENT OF INDIA NOT BEING A PARTY TO ANY PURCHASE / SALE CONTRACT ENTERED INTO PURSUANT TO THIS REQUESTED REGISTRATION AND WILLINGNESS TO REAFFIRM THE CONFIRMATION IN THE FOLLOWING FORMAT IN THE BIDS.

"It is expressly understood and agreed by and between (the corporation/company) and HPCL that HPCL is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that HPCL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and general principles of Contract Law. The (corporation / company) expressly agrees, acknowledges and understands that HPCL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, (corporation / company) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement."

**PLACE:
DATE:**

**SIGNATURE:
NAME:
DESIGNATION:
SEAL:**

OTHER INFORMATION

PLEASE SEND THE ABOVE FORM DULY FILLED AND COMPLETED WITH REQUIRED ENCLOSURES TO:

**ANUJ MEHROTRA
GM - FINANCE
INTERNATIONAL TRADE & SUPPLIES DEPARTMENT
HINDUSTAN PETROLEUM CORPORATION LIMITED
PETROLEUM HOUSE, 5th floor
17 JAMSHEDJI TATA ROAD
MUMBAI- 400 020
INDIA**

Annexure-I

**(CERTIFICATE FROM APPLICANT COMPANY’S CEO/CMD/AUTHORISED SIGNATORY
ON THE LETTER HEAD OF THE COMPANY SEEKING REGISTRATION)**

FOR CRUDE

We confirm and undertake that the crude oil traded with HPCL would not be sourced from any country/sources under international sanctions or prohibited by the Government of India. We further certify that title of the crude oil supplied to HPCL would be clear and free from all encumbrances and that we shall be solely responsible in respect of breach of these conditions. In case of breach of any of these conditions under import contract with HPCL, we shall directly bear all costs & consequences, losses, penalty, etc., arising on account of supply from any prohibited country/sources with no liability whatsoever, on HPCL.

FOR PETROLEUM PRODUCT

EXPORT (PURCHASE FROM HPCL)

We confirm and undertake that the any petroleum product traded with HPCL would not be destined to any country/sources under international sanctions or prohibited by the Government of India. In case of breach of any of these conditions under export/purchase contract with HPCL, we shall directly bear all costs & consequences, losses, penalty, etc., arising on account of supply to any prohibited country/sources with no liability whatsoever, on HPCL.

IMPORT (SOLD TO HPCL)

We confirm and undertake that the petroleum product traded with HPCL would not be sourced from any country/sources under international sanctions or prohibited by the Government of India. We further certify that title of the petroleum product supplied/sold to HPCL would be clear and free from all encumbrances and that we shall be solely responsible in respect of breach of these conditions. In case of breach of any of these conditions under import contract with HPCL, we shall directly bear all costs & consequences, losses, penalty, etc., arising on account of supply from any prohibited country/sources with no liability whatsoever, on HPCL.
