CENTRAL PROCUREMENT ORGANISATION-REFINERIES
BHARAT PETROLEUM CORPORATION LTD.
MUMBAI REFINERY, MAHUL
MUMBAI- 400074

COMPREHENSIVE ANTIFOULANT TREATMENT PROGRAMME
FOR CRUDE AND VR
FOR
CDU 2&3, BPCL - KOCHI REFINERY [KR]

CRFQNO. 1000278874  DT. 07.04.2017
DUE DATE: 27.04.2017 (1100 HRS-IST)

E-tender no: 23652

Digitally signed quotations (Techno commercial bids) are invited from bidders in 2 part bid system for the subject work as per the enclosed Tender Documents and its attachments.

All prospective bidders are requested enroll onto our e-tendering platform https://bpclproc.in maintained by M/s. E-procurement Technologies Limited (ETL) our authorized Service Provider for E-tendering.

Upon logging in to the e-procurement website, bidders can download the bid documents and shall thoroughly go through the same. All documents required for the bid, shall be uploaded on the appropriate place in the E-Procurement web site, digitally signed.

All the bids shall be evaluated from the inputs made by the bidders on the E-Procurement portal. Hard copies of the bids shall not be submitted to this office, since hard copies shall not be considered for evaluation.

Bidders are advised to read the Instructions for participating in the electronic tenders directly through internet (Bid Submission Manuals are available on the above mentioned e-procurement site) and get conversant with the process of online submission of the tenders well in time so as to submit tenders by the due date.

SPECIAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BPCL CPO-Refineries invites offers for supply of Crude Antifoulant & VR Antifoulant for CDU-2&3 units for a one year period at its Refinery located at Kochi as per the following details:

1. **Item Description / Qnty:** Quantity to be quoted in KG.

   - Crude Antifoulant: Quantity to be quoted along with dosage rate.
   - VR Antifoulant: Quantity to be quoted along with dosage rate.

   Please specify capacity of the drum in KG.

   Please note that tender enquiry is for entering into a rate contract for a period of 1 year from the finalization of the same. On completion of the first year, the contract may be extended to the next year only in case of satisfactory performance. BPCL, shall have the right to terminate the contract after the contract period of one year if performance is not found satisfactory (based on the deliverables specified and achieved). The same shall be certified by the CDU-2&3 technologist.

TECHNICAL SPECIFICATIONS & SCOPE OF WORK:

Technical Specification and Scope of work is mentioned in Annexure X. Bidder is required to confirm his acceptance where applicable in the format of this annexure X content no 10,
attachment 1,2,3, 4 and submit the same along with the Unpriced bids documents.

Please forward Quality test certificates/Material Safety Data Sheet along with your offer. Documents in support of the same should be submitted with the unpriced bid.

Procedure for sending samples to CRDC for testing:

1. The samples packet should have proper label and the address (mentioned below) to whom it was dispatched from your side.
2. Address should be mentioned on the top of the envelope & should contain MSDS inside.
3. The courier should not reach on Saturday (close day); please ensure it should reach within working day time.

Samples to be sent to:
KR. Sanjay Bhargava (Mob: 8587829599), GM (CORPORATE R&D CENTER),
BPCL-CORPORATE R&D CENTRE, PLOT NO 2A, UDYOG KENDRA, PO: SURAJPUR,
GREATER NOIDA, UTTAR PRADESH, PINCODE: 201306

Needs proper advance Communication with CRDC before sample is dispatched and it should be properly labeled parcel that should have receiver and senders full details which will be helpful for both parties in identification. Proof of dispatch of samples and or receipt of samples at CRDC should be uploaded as part of bidder’s unpriced bids.

2. Bid Documents:

a. Bid documents consist of all the documents from Annexure A to F mentioned in the index & any additional document submitted by the bidder, in support of their claim of meeting the requirements in this tender.

b. BPCL’s General Purchase Conditions (BPC) in Annexure D is an essential part of this bid document. The terms & conditions mentioned therein, to the extent that they are applicable in the context of this procurement, shall hold good for this tender, in addition to the requirements, terms & conditions mentioned elsewhere in Annexure- A to E of this tender document. In case of any conflict between the terms & conditions in the GPC with that mentioned elsewhere in these tender documents, the latter shall prevail.

c. Bidder is expected to read, understand & accept all terms & conditions without any deviations. In case bidder takes any deviation to any of the terms & conditions in these tender documents, the same shall be stated clearly with reasons in Annexure C, with reasons/remarks.

d. BPCL reserves the right to accept or reject any of the deviations. In case any of the deviations taken by any bidder is not acceptable to BPCL, the same shall be taken up with bidder for withdrawal/modification of the deviation as deemed fit. In case the bidder declines to withdraw/modify the deviation as desired by BPCL, BPCL reserves the right to reject the offer at the technical/unpriced bid evaluation stage itself.

3. Submission of Tender:

a. Bids should be submitted in “TWO BID SYSTEM” i.e. “Unpriced Bid/Technical
Bid” & “Priced Bid” through e-tendering portal.

b. “Unpriced bid/Technical Bid” complete with all technical & commercial details other than price shall be submitted/uploaded online. Accordingly, this shall consist of the following:

   i. This Special Conditions & Instruction to Bidders, duly signed & stamped on all pages in token of acknowledgment & acceptance;
   ii. Agreed Terms & Conditions: Annexure A, duly filled up, signed & stamped on all pages.
   iii. Price schedule Format as per Annexure- B as the case may be. (without filling up the price, but with other details such as Product /Brand name, quantity of each item, dosage, applicable taxes, freight etc. & mentioning QUOTED in place of price)
   iv. Format of Deviations to Tender document. (Annexure -C). Deviations if any are to be listed in Annexure – C only. Any deviation mentioned elsewhere in the bid shall not be taken into consideration. In case of no deviation, this shall be submitted as NIL.
   v. BPCL’s General Purchase Conditions Annexure- D duly signed & stamped in token of acknowledgement & acceptance.
   vi. Bidders Information as per format in Annexure E, duly filled up & stamped with Company seal.
   vii. Integrity Pact (Annexure-F), duly signed & stamped.
   viii. Any other relevant information/Documents which the bidder would like to submit in this connection
   ix. All the above shall be uploaded in the e-tendering portal in the relevant space.

c. Priced Bid: Priced bid shall consist of Price Schedule as per Annexure- B as the case may be duly filled up without any condition, signed & stamped. This shall be uploaded the e-tendering portal in the relevant space. (Electronic Sealed Price Bid).

d. Bids complete in all respects should be uploaded in BPCL e-tendering portal on or before due date & time;

e. BPCL shall not be responsible for any delay in uploading of your offer.

f. Fax/E-Mail offers shall not be accepted.

g. Offer shall be valid for a period of 90 days from tender due date/extended due date for placement of order.

4. **Tender Opening:**

   a. The unpriced/technical bid shall be opened on due date at 11.00 hrs (IST) through e-portal. Bidders, who have submitted their bids, can view/witness result of technical bid opening through the e-portal.

   b. The date and time of opening priced bids shall be intimated separately to the technocommercially acceptable bidders and the priced bids shall be opened through e-portal. Technically accepted bidders can view/witness result of priced bid opening through the e-portal.
5. **DELIVERY:**

Material shall be delivered at site, BPCL-Kochi refinery within 4 weeks of receipt of PO/call off.

Bidders are required to quote their delivery period in concurrence with this delivery schedule and those who will meet this shall be considered for this tender. Bidder who fails to meet this delivery schedule may be liable for rejection.

Material shall be delivered in Roadworthy packing to BPCL, Kochi Refinery.

6. **PAYMENT TERMS:**

100% payment shall be made on monthly basis based on consumption of chemicals certified by BPCL-KR Technology department subjected to maintain the maximum limit of recommended dosage rate for each month throughout the Antifoulant injection program.

PBG of 10% of the contract value to be submitted at the beginning of the contract period. If at any point of time the performance is found to be not satisfactory, the dosage rate will be increased (consulting with the vendor) more than recommended to compensate the poor performance & the additional chemical used will be free issue by the vendor. If the performance remains poor even after the additional dosage, the chemical will be declared as failure & the program will be called off. Penalty applicable, if any shall be recovered against PBG submitted by the vendor, based on technical report from Technology department.

7. **Evaluation of offers:**

I. **PRICE:** Quoted prices in Indian Rupees for Indigenous Supply on total quantity ordered shall be considered for comparison of quotes.

II. **Loading for Taxes and Duties:**

   Excise Duty: As quoted by the vendor (with excise tariff no.) wherever applicable extra. Sales Tax/VAT: wherever applicable extra.

III. **Loading for Entry Tax/Octroi:**

   Entry Tax/Octroi wherever applicable shall be loaded extra.

IV. **Loading for Transportation:**

   Transportation charges quoted by the vendor to Kochi Refinery shall be loaded in price evaluation.

V. **Loading on account of deviation in commercial terms**

   a) Payment terms:

   If any differential payment terms is offered by the vendor as against BPCL terms mentioned in this tender and the same is acceptable to BPCL, vendor shall be loaded at a rate equivalent to benchmark prime lending rate (BPLR) of State Bank of India.
applicable on the date of opening price bid, calculated for the applicable period for
the applicable amount.

b) Delayed Deliveries (Considering GPC clause of 0.5% per week of delay- max 5%
total order value) :

In case, the vendor does not accept the delayed delivery clause or take exceptions to
the % rate mentioned in GPC, and if the same is acceptable to BPCL, loading shall be
done to the extent of maximum of 5% of the order value or the differential % not
agreed by the supplier.

VI. Evaluation Methodology :

Price bids of only technically acceptable bidders will be taken up for further
evaluation. Evaluation will be based on the total cost for total quantity of the material
on lowest quote basis. Total cost would be the net effective cost to BPCL i.e. Total
price including duties, taxes, freight, clearing and forwarding minus eligible cenvat
credit/input tax credit. Bidder with lowest net effective cost, after considering
loading on account of deviations, if any, would be the successful bidder.

The evaluation of offers would be based on BPCL-CRDC analysis of samples
provided by the bidder. The sample would be analyzed for PPM dosages as per
CRDC analysis. Vendor’s prescribed chemical for Crude & VR antifoulant will be
sent to BPCL R&D centre for estimation of dosage rate. In case there is deviation of
dosage rate quoted by the bidder and the BPCL R&D dosage rate, higher dosage
value between the vendor & CRDC trial will be considered for commercial
evaluation. Order shall be placed for quantity based on doses rate indicated by
vendor in their offer.

Tender shall be finalized on overall lowest prices of all three products taken together.
The successful bidder shall be decided on the total lowest price for the total quantity
as per the doses ascertained by CRDC for crude & VR antifoulant for CDU-2&3.
Ordering shall be on vendor recommended quantities.

8. General Points :

a) BPCL reserves the right to accept or reject any tender in part or full, without assigning any
reason whatsoever & also to give purchase preference to Public Enterprises, as admissible
under the existing policies of Government of India and to JVs/Subsidiaries as per BPCL
guidelines. It also reserves right to consider inflow of royalty to BPCL during evaluation of
bids.

b) Any effort by bidder or bidder’s agents, consultant or representative, howsoever described,
to influence the owner in any way concerning scrutiny/consideration/
evaluation/comparison of the bid or decision concerning award of contract shall entail
rejection of the bid.

c) Offers & all correspondence must be in English language only.

d) Cutting/Correction:
To the extent possible, the bids shall be submitted with Nil corrections. If unavoidable, bidders may make corrections, but should be duly signed by the Bidder’s authorised signatory.

e) Material shall be called off as & when required during the contract period from the date of LOI/PO and may be extended if required.

f) Please note that tender enquiry is for entering into a rate contract for a period of One year from the finalization of the same. On completion of the first year, the contract may be extended to the next year only in case of satisfactory performance. BPCL, shall have the right to terminate the contract after one year if performance is not found satisfactory (based on the deliverables specified and achieved). The same shall be certified by the CDU-2&3 technologist.

g) Purchase orders will be placed for the quantities actually required by us from time to time, on the basis of contracted rates by BPCL at Kochi Refinery, linking to the rate contract. Quantity/ delivery schedule mentioned in the tender are only an indicative nature. The actual off take and/ or schedule may vary and no claim for revision of rates shall be admissible due to any increase / decrease in the quantities or variation of delivery schedule indicated in the tender.

h) The orders shall be released till last date of validity of the rate contract. Supplies shall be effected for all the purchase orders placed during the contract period, at the contracted rates, terms and conditions, even if the supply period extends beyond the contract period.

i) The vendor shall keep sufficient buffer stock of the item ready in stock all the time to meet our urgent requirements.

j) Material, if rejected, shall be replaced free of cost.

k) Rates quoted shall remain firm till the execution of the contract period and no claims for price escalation shall be entertained.

l) Items should be properly packed and sent, to avoid any damage to the consignment, as stipulated for handling of chemicals. As far as possible, environment friendly packing materials are to be used.

m) MSDS Sheet shall accompany the consignment dispatched through the transporters.

n) BPCL have the right to stop calling off material by giving you 30 days notice in advance.

o) Please provide Quality test certificates/ Material Safety Data Sheet along with your offer.

p) Please specify the size of packing i.e. capacity of the drum (returnable) in Kgs. Empty drums shall be taken back by the vendor at no additional cost to BPCL. Bidders failing to meet this requirement may be liable for rejection.

q) The material shall be called off as and when required by BPCL - Kochi Refinery as per requirement of Operations department.

9. **INTEGRITY PACT (IP)**
a. Proforma of Integrity Pact (IP)- shall be returned by the Bidder/s along with the bid documents (technical bid/unpriced bid in case of 2 part bids), duly signed by the same signatory who is authorised to sign the bid documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the IP duly signed along with bid documents shall result in the bid not being considered for further evaluation.

b. If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the IP, BPCL shall be entitled to demand and recovered from Bidder Liquidated DAMAGES amount by forfeiting the EMD/Bid Security as per provisions of IP.

c. If the contract has been terminated according to the provisions of the IP, or if BPCL is entitled to terminate the contract according to the provisions of the IP, BPCL shall be entitled to demand and recovered from Contractor Liquidated DAMAGES amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of the IP.

d. Bidders may raise disputes/complaints, if any, with the nominated Independent External Monitor (IEM). The IEM's name, address and contact number is given below:

Shri Brahm Dutt
1/8 Safdarjung Enclave, New Delhi - 110 029.
dutt.brahm@gmail.com; Mob. 09871920282

10. INSTRUCTIONS TO BIDDERS FOR E-TENDERING

a) The bidder is requested to download the tender from BPCL’s e-tendering website https://bpcleproc.in & participate in the tender as per the instructions given above & herein, on or before the due date & time of the tender. The tender available on the BPCL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on https://bpcleproc.in

b) For registration on the e-tender site https://bpcleproc.in, bidder needs to download the User Instruction Manual from the site & read it. They shall have to select “Register” and complete the “Registration Form” by filling in all the information correctly. Kindly remember the login id, password entered therein. After completing this process, system will generate an e-mail wherein a system generated “Registration form” will be mailed to you to complete balance registration process.

c) As a pre-requisite for participation in the tender, bidders are required to obtain a valid Digital Certificate of Class III and above as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the Bidder. In case any Bidder so desires, he may contact our e-procurement service provider M/s. ETL., Kochi (Contact no. 022-65354113/65595111) for obtaining the digital signature certificate. Please note that generally, it takes 5 working days for obtaining a digital certificate after the submission of all required documents/fees. Non availability of Digital Certificate shall be considered as the bidder’s regret.

d) Corrigendum/amendment, if any, shall be notified on the site https://bpcleproc.in. In case any corrigendum/amendment is issued after the submission of the bid, then such Bidders who have submitted their bids, shall be intimated about the corrigendum /amendment by a system-generated email. No written communication will be circulated. It shall be assumed
that the information contained therein has been taken into account by the Bidder. They have
the choice of making changes in their bid before the due date & time.

e) Bidders are required to submit their bid online on or before the due date and time of closing
of the tender as depicted in this document. Bidders shall have to log on to the website
(https://bpcleproc.in) for submitting their bid. The system time (IST) that will be displayed
on e-Procurement web page shall be the time considered for determining the expiry of due
date & time of the tender & no other time shall be taken into cognizance. Bidders are advised
in their own interest to ensure that their bids are submitted in e-Procurement system well
before the closing date and time of bid. If the Bidder intends to change/revise the bid already
entered, he may do so any number of times till the due date & time of submission deadline.
However, no bid can be modified after the deadline for submission of bids. Once the entire
process of submission of online bid is complete, the Bidders are required to go to option
‘Report’ through dashboard & take the print of the envelope receipt as a proof of submitted
bid.

f) Bids/Offers shall not be permitted in e-procurement system after the due date/time of
tender. Hence, no bid can be submitted after the due date & time of submission has elapsed.

g) No manual bids/offers along with electronic bids/offers shall be permitted.

h) Once the/PQ Bid/technical (or) un-priced bids are opened, bidders can see the list of
Bidders who have participated in the bid by logging on to the portal under their user ID and
password & clicking on “Reports” view. Subsequently, in case the price bids are opened in
E Tendering platform, Bidders can see the rates quoted by all the participating bidders using
the same option.

i) No responsibility will be taken by BPCL &/or the e-procurement service provider for any
delay due to connectivity & availability of website. They shall not have any liability to
Bidders for any interruption or delay in access to the site irrespective of the cause. It is
advisable that Bidders who are not well conversant with e-tendering procedures, start filling
up the tenders much before the due date/time so that there is sufficient time available with
him/her to acquaint with all the steps & seek help if they so require. Even for those who are
conversant with this type of e-tendering, it is suggested to complete all the activities ahead
of time. It should be noted that the individual bid becomes viewable only after the opening
of the bid on/after the due date and time. Please be reassured that your bid will be viewable
only to you and nobody else till the due date/time of the tender opening. The non
availability of viewing before due date & time is true for e-tendering service provider as well
as BPCL officials.

j) BPCL &/or the e-procurement service provider shall not be responsible for any direct or
indirect loss or damages & or consequential damages, arising out of the bidding process
including but not limited to systems problems, inability to use the system, loss of electronic
information etc.

k) For system related queries: (our e-tendering service provider, E-Procurement Technologies
Ltd.) at contact no. 07940016868; email id: support@abcprocure.com
Contact Persons:
KR. Nigam – nigam@abcprocure.com 9768298601
KR. Ajay Nandangi : ajay.nandangi@abcprocure.com 7208726400

For tender related queries: (BPCL CPO-Refineries)
KR. Sangram Sawant, Procurement Manager (CPO-R); Phone: 022-25524117
e-mail id: sawants@bharatpetroleum.in

OR

KR. Ravikumar KP, Procurement Leader (CPO-Refineries); Phone: 022-25533133
e-mail id: rvikumarkp@bharatpetroleum.in
AGREED TERMS & CONDITIONS

(EACH POINT MUST BE CONFIRMED/COMMENTED UPON AND MUST BE SUBMITTED ALONG WITH TECHNICAL BID)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Tender Requirement</th>
<th>Vendor’s confirmation/acceptance/comments to be mentioned for each item</th>
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<tbody>
<tr>
<td>A</td>
<td>TECHNICAL:</td>
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<tr>
<td>1</td>
<td>Confirm that the offer has been submitted strictly as per the enquiry.</td>
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<td>2</td>
<td>Vendor to confirm that the physical and chemical properties of the material have been indicated in their quotation, as per Technical Specifications</td>
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<td>3</td>
<td>Confirm that there is no technical deviation and specification of offered product is same as per tender specification.</td>
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<td>4</td>
<td>Quality Commitment:</td>
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<td>Material supplied will meet the technical specification as agreed to.</td>
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<td>B.</td>
<td>COMMERCIAL</td>
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<tr>
<td>1</td>
<td>Confirm that you are meeting Pre Qualification criteria and proof as required is attached.</td>
<td>NOT APPLICABLE</td>
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<tr>
<td>2</td>
<td>Confirm that BPCL’s Integrity pact is duly signed and submitted by you as per requirement.</td>
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<tr>
<td>3</td>
<td>Indicate the quoted currency.</td>
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<td>4</td>
<td>Indicate Country of Origin of goods offered</td>
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<td>5</td>
<td>Confirm that the prices are given strictly as per Price Schedule.</td>
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<td>6</td>
<td>Details of Packing of goods offered</td>
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<td>7</td>
<td><strong>For Indian Bidders:</strong></td>
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<td>Indicate basis of quoted prices.</td>
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<td>(Ex-Works/ FOR Dispatch point/ FOR Destination/ free delivery at site)</td>
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<td>8</td>
<td><strong>For Foreign Bidders:</strong></td>
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<td>Confirm whether FOB and CFR prices have been indicated in the offer, with gate way port of exit.-</td>
<td>NOT APPLICABLE</td>
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<td>9</td>
<td>Charges to shipping agencies shall be borne by the vendor, if order is placed on CFR basis.</td>
<td>NOT APPLICABLE</td>
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<td>10</td>
<td>Material shall be delivered within 4 weeks of call off. This shall be reckoned from the date of Purchase order/Call Off order issued by respective refinery P&amp;CS Dept.</td>
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<tr>
<td>11</td>
<td>Confirm that the Prices shall be FIRM till complete execution of the order.</td>
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<tr>
<td>12</td>
<td>Confirmation that the quoted prices are valid for acceptance upto 90 days from the due date / extended due date of tender.</td>
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<tr>
<td>13</td>
<td>On account of exigencies, if the bidder is requested to extend the validity of their offer, the same should be extended without any deviation including change in price.</td>
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<tr>
<td>14</td>
<td><strong>For Indian Bidders:</strong> Confirm that the quoted prices are valid for acceptance upto 90 days from the due date / extended due date of tender.</td>
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<tr>
<td>15</td>
<td><strong>For Indian Bidders:</strong> On account of exigencies, if the bidder is requested to extend the validity of their offer, the same should be extended without any deviation including change in price.</td>
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<td>16</td>
<td><strong>For Indian Bidders:</strong> If excise duty/Sales tax is presently not applicable, confirm whether the same will be borne by you in case it become leviable later. Also pl give reasons for non application of ED/ Sales tax.</td>
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<tr>
<td>17</td>
<td><strong>For Indian Bidders:</strong> Wherever CENVAT CREDIT can be availed by BPCL, Excise duty shall be reimbursed by BPCL after receipt of proper documents to avail CENVAT benefit. --</td>
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<tr>
<td>18</td>
<td><strong>For Indian Bidders:</strong> Statutory variation in excise duty rate and Sales Tax/VAT rate during contractual delivery period shall be to BPCL account. Any increase in the rate of sales tax beyond CDD shall be to vendor’s account. Any increase in the rates of Excise Duty &amp; VAT beyond the contractual completion date or approved extended contractual completion date will be borne by BPCL to the extent CENVATABLE documents passed on to BPCL &amp; BPCL is in a position to get the CENVAT claim from the authorities. However, the benefit of any reduction must be passed on to BPCL.</td>
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<td>19</td>
<td><strong>For Indian Bidders:</strong> Prices quoted shall exclude transit insurance charges as the same shall be arranged by BPCL.</td>
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<td>20</td>
<td><strong>For Foreign Bidders:</strong> Confirm that all Bank charges and Stamp Duties shall be borne by the bidder.</td>
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<tr>
<td>21</td>
<td><strong>For Foreign Bidders:</strong> Confirm that all bank charges &amp; stamp duties overseas, if any, are included in the price, &amp; only bank charges/stamp duties, if any, in India to be borne by BPCL.</td>
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<td>22</td>
<td><strong>For Foreign Bidders:</strong> NOT APPLICABLE</td>
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<td>20</td>
<td>Confirm that all taxes, duties &amp; levies of any kind upto port of shipment shall be borne by supplier.</td>
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<td>21</td>
<td>Confirm acceptance of BPCL’s ‘General Purchase Conditions’ (GPC) in toto.</td>
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<td>22</td>
<td>In case of deviation/ reservations etc., to BPCL’s GPC &amp; tender conditions, confirm that the same has been given in separate Deviation sheet as desired &amp; deviations/reservations/notes/comments etc., given elsewhere in the offer shall not be considered.</td>
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<tr>
<td>23</td>
<td>Confirm acceptance of part order without any stipulation of minimum order value/quantity.</td>
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<tr>
<td>24</td>
<td>Confirm acceptance of repeat purchase order with the same rate &amp; terms &amp; conditions within 12 months from the date of original purchase order.</td>
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<tr>
<td>25</td>
<td>Acceptance to price reduction for delay in delivery beyond contractually agreed schedule @ ( \frac{1}{2} )% of undelivered order value per week of delay or part thereof, subject to a ceiling of 5% of total order value as per BPCL’s GPC. In case this point is not accepted by the vendor, loading shall be done as per Evaluation Clause of Special conditions.</td>
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<tr>
<td>26</td>
<td>Payment term: <strong>For Indian Bidders:</strong> 100% payment shall be made on monthly basis based on consumption of chemicals certified by Technology department. PBG of 10% of the contract value to be submitted at the beginning of the contract period. If at any point of time the performance is found to be not satisfactory, the dosage rate will be increased (consulting with the vendor) more than recommended to compensate the poor performance &amp; the additional chemical used will be free issue by the vendor. If the performance remains poor even after the additional dosage, the chemical will be declared as failure &amp; the program will be called off. Penalty applicable, if any shall be recovered against PBG submitted by the vendor, based on technical report from Technology department. <strong>For Foreign Bidders:</strong> 100% payment by Cash against documents within 30 days. OR through Letter of Credit within 30 days of submission of documents. For any other payment terms necessary loading shall be done on the quoted price as per respective clause under “Evaluation basis.”</td>
<td></td>
</tr>
</tbody>
</table>

Performance Bank Guarantee (PBG): NOT APPLICABLE
Confirm that you will furnish performance guarantee bond for 10% of order value by way of Bank Guarantee in the prescribed format from any Scheduled Indian Bank as per General Purchase Conditions (GPC) and as per format of PBG attached.

In case BG is furnished by any foreign bank, the same shall be countersigned by Indian Branch of the Foreign Bank, which should be a scheduled bank as per RBI or by any Indian Scheduled Bank.

The PBG should be valid for a period calculated as Delivery Period + 12 months + 6 months claim lodging period and shall be furnished within 15 days of PO. The PBG should be sent to us directly by your Banker.

In case this point is not accepted by the vendor, the bid is liable to be rejected.

| 27 | Indicate relationship with any of our Directors. |
| 28 | Please confirm you have filed declaration in Holiday Listing attachment. In case you have been banned or delisted by any Government or Quasi Government agencies or PSUs, this should be clearly stated in the declaration. If this declaration is not furnished, the bid shall be rejected as non-responsive. |
| 29 | You are requested to furnish the following information for e-payment: |
|   | a) Name of the vendor/contractor party |
|   | b) Account No. of the party |
|   | c) Bank & Branch Name where the above account is maintained |
|   | d) Type of account (current/saving/cash credit A/c) |
|   | e) Branch code of the above bank branch – **For Indian Bidders** |
|   | f) IFSC code / MICR code of the above branch. – **For Indian Bidders** |
|   | g) SWIFT Code. – **For Foreign Bidders** |

| 30 | **For Indian Bidders:** |

<p>| 30 | <strong>For Indian Bidders:</strong> | NOT APPLICABLE |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>If the items are covered under DGS&amp;D rate contract, confirm that a copy of rate contract is enclosed with your offer.</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>In terms of Section 8 of The Micro, Small and Medium Enterprises Development Act (MSMEDA), 2006, eligible bidders is requested to submit a copy of the relevant memorandum/notification issued by authority notified by the State Government or Central Government &amp; by medium enterprises with the authority notified by the Central Government, i.e., General Manager, District Industries Centre or any District Level Officer of equivalent rank in the Directorate or the Department dealing with micro, small &amp; medium enterprises of the State Government or the Union Territory Administration, along with the offer for availing the privileges.</td>
</tr>
<tr>
<td>32</td>
<td><strong>For Foreign Bidders:</strong> Direct offer without the intermediary of an Indian Agent only will be considered.</td>
</tr>
<tr>
<td>33</td>
<td>In case BPCL decides to obtain the prices through Reverse Auction Process (RA), e-sealed price bids will not be opened, and tender would be finalized based on results of the RA. Vendor to confirm acceptance.</td>
</tr>
<tr>
<td></td>
<td>Yours faithfully,</td>
</tr>
<tr>
<td></td>
<td>For and on behalf of</td>
</tr>
<tr>
<td></td>
<td>Place: ............</td>
</tr>
<tr>
<td></td>
<td>Date: ............</td>
</tr>
<tr>
<td></td>
<td>Signature &amp; seal of the vendor</td>
</tr>
</tbody>
</table>
ANNEXURE- B

PRICE SCHEDULE (UNPRICED BID)

QUOTATION FOR COMPREHENSIVE TREATMENT PROGRAMME FOR CRUDE ANTIFOULANT AND VR ANTIFOULANT FOR CDU-2&3 UNIT AT BPCL KOCHI REFINERY.

Bidder offer ref. no.: __________  Dated:
CRFQ NO. 1000278874
E-tender no. 23652

QUOTED CURRENCY: INR
UOM: KG

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity (vendor to quote)</th>
<th>Ex-Works Unit Rate PER KG</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crude Antifoulant: _________ dosage (ppm)</td>
<td></td>
<td>Quoted in price bid</td>
</tr>
<tr>
<td>Product Name: _________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VR antifoulant: _______ dosage (ppm)</td>
<td></td>
<td>Quoted in price bid</td>
</tr>
<tr>
<td>Product name: _________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Packing and forwarding charges (if applicable extra)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excise Duty : to be quoted in %</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Rate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Tariff No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales tax : to be quoted in %</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Rate (with ‘C’ Form)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Rate (without ‘C’ Form)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Local sales tax rate /VAT rate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation Charges in percentage on basic or in lumpsum for total qty</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Octroi/Entry Taxes or any other charges .(Pl. specify) to be quoted in %</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Packing Details :</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Place of Dispatch :</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Destination : Kochi Refinery</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Yours faithfully,

Place: __________

Date: __________

For and on behalf of
Signature & seal of the vendor
List of Deviations to the tender document:

<table>
<thead>
<tr>
<th>Ref BPCL clause No. / Annexure</th>
<th>Reference Clause of Tender Document</th>
<th>Deviation</th>
</tr>
</thead>
</table>

Yours faithfully,
For and on behalf of

Signature & seal of the vendor

Place:

Date:
Annexure D

Bharat Petroleum Corporation Limited

General Purchase Conditions

The following conditions shall be applicable for all procurement unless specifically mentioned in the Special Purchase Conditions.

INDEX

1. DEFINITIONS
2. REFERENCE FOR DOCUMENTATION
3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER
4. LANGUAGE OF BID
5. PRICE
6. TAXES AND DUTIES
7. INSPECTION
8. SHIPPING
9. INDIAN AGENT COMMISSION
10. ORDER AWARD / EVALUATION CRITERIA
11. CONFIRMATION OF ORDER
12. PAYMENT TERMS
13. GUARANTEE/WARRANTY
14. PERFORMANCE BANK GUARANTEE
15. PACKING & MARKING
16. DELIVERY
17. UNLOADING AND STACKING
18. TRANSIT INSURANCE
19. VALIDITY OF OFFER
20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE
21. RISK PURCHASE CLAUSE
22. FORCE MAJEURE CLAUSE
23. ARBITRATION CLAUSE
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27. PATENTS & ROYALTIES
28. LIABILITY CLAUSE
29. COMPLIANCE OF REGULATIONS
30. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT
31. NON-WAIVER
32. NEW & UNUSED MATERIAL
33. PURCHASE PREFERENCE CLAUSE
34. CANCELLATION
35. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION
36. ASSIGNMENT
37. GOVERNING LAW
38. AMENDMENT
39. SPECIAL PURCHASE CONDITIONS
Bharat Petroleum Corporation Limited

General Purchase Conditions

1. DEFINITIONS:

The following expressions used in these terms and conditions and in the purchase order shall have the meaning indicated against each of these:

1.1. OWNER: Owner means Bharat Petroleum Corporation Limited (a Government of India enterprise), a Company incorporated in India having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Kochi 400038 and shall include its successors and assigns (hereafter called BPCL as a short form).

1.2. VENDOR: Vendor means the person, firm or the Company / Corporation to whom this Request for quotation (RFQ)/purchase order is issued and shall include its successors and assigns.

1.3. INSPECTOR: Person/agency deputed by BPCL for carrying out inspection, checking/testing of items ordered and for certifying the items conforming to the purchase order specifications.

1.4. GOODS / MATERIALS: means any of the articles, materials, machinery, equipments, supplies, drawing, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.

1.5. SITE / LOCATION: means any Site where BHARAT PETROLEUM CORPORATION LTD. desires to receive materials any where in India as mentioned in RFQ.

1.6. “RATE CONTRACT” means the agreement for supply of goods/ materials between Owner and Vendor, for a fixed period of time (i.e till validity of Rate Contract, with no commitment of contractual quantity) on mutually agreed terms and conditions. The actual supply of goods/ materials shall take place only on issue of separate purchase orders for required quantity as and when required by Owner.

1.7. “FIRM PROCUREMENT” means the agreement between the parties for mutually agreed terms and conditions with commitment of Quantity Ordered.

2. REFERENCE FOR DOCUMENTATION:

2.1. The number and date of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Rate Contract / Purchase Order.

2.2. After finalization of Contract / Purchase Order: The number and date of Rate Contract / Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.
2.3. In the case of imports, the relevant particulars of the import Licence shall be duly indicated in the invoice and shipping documents as well as on the packages or consignments.

3. **RIGHT OF OWNER TO ACCEPT OR REJECT TENDER**:  
The right to accept the tender will rest with the Owner.

4. **LANGUAGE**:  
The Bid and all supporting documentation and all correspondence whatsoever exchanged by Vendor and Owner, shall be in English language only.

5. **Price**:  
Unless otherwise agreed to the terms of the RFQ, price shall be:

Firm and no escalation will be entertained on any ground, except on the ground of statutory levies applicable on the tendered items.

6. **TAXES AND DUTIES**:  
All vendors shall have VAT / CST/GST/Service tax registration in the concerned State and vendor shall quote their TIN number in the quotation.

6.1. **EXCISE DUTY**:  
6.1.1. Excise duty extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of excise duty applicable at present. Any upward variation in excise duty rates, beyond the contractual delivery period, shall be to vendor’s account.

6.1.2. In case Excise Duty is not applicable at present: Excise duty due to change in turn over is not payable. If applicable in future, the same will be borne by vendor.

6.1.3. Owner shall take CENVAT Credit on the material supplied for both excise duty and cess component and accordingly Excise duty / Cess should be quoted separately wherever applicable.

Vendor shall ask the transporter of the goods to hand over the copy of excise invoice (transporter’s copy) at the time of delivery of goods at owner’s site.

6.2. **SALES TAX / VAT / GST**:  
6.2.1. Sales Tax as applicable at the time of delivery within scheduled delivery period will be payable by BPCL. Vendor shall give details of local sales tax and/or central sales tax currently applicable in their offer. The rates applicable for “CST without form C”, “CST with form C” and “VAT” shall be clearly indicated.

6.2.2. Input VAT Credit may be claimed by BPCL, wherever applicable. Vendor shall submit the TAX invoice.
6.3 **Service tax:**

All vendors shall have service tax registration wherever applicable. BPCL may also claim CENVAT Credit on service tax. The vendor should quote service tax separately, if applicable. Vendor shall submit the TAX invoice. Vendor is required to furnish serially numbered and signed invoice / bill / challan containing the following details:

a) Name, address and registration number of the service provider
b) Name and address of person receiving taxable service
c) Description, classification and value of taxable service provided
d) Service Tax Payable

6.4 **FREIGHT AND OCTROI:**

6.4.1 **Freight:** Firm freight charges to be quoted as indicated in the Tender documents. Freight shall be payable after receipt of the Material(s) at the site, unless otherwise specified.

6.4.2. Octroi and entry taxes, if any, shall be invoiced separately and shall be re-imbursted by BPCL at actuals after receipt of the Material(s) at the Site against the submission of original documentary evidence for proof of payment of the related octroi and entry taxes, as the case may be.

6.5. **NEW STATUTORY LEVIES:**

All new statutory levies leviable on sale of finished goods to owner, if applicable are payable extra by BPCL against documentary proof, within the contractual delivery period.

6.6 **Variation in Taxes/Duties**

Any increase/decrease in all the above mentioned statutory levies on the date of delivery during the scheduled delivery period on finished materials will be on BPCL's account. Any upward variation in statutory levies after contractual delivery date shall be to vendor’s account.

7. **INSPECTION:**

7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor’s responsibility and in no way shall affect the delivery schedule.

7.2. Scope of Inspection shall be as per RFQ. Our registered third party inspection agencies are SGS/GLISPL/IRS/DNV/LRIS/EIL/TATA Projects/PDIL/ULIPL/RITES LTD/ITSIPL as amended time to time unless otherwise specified in the Special Purchase Conditions.

7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/scope of inspection provided alongwith the Tender Enquiry/Purchase Order.

7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL’s representative(s) to witness the tests/inspections. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor’s responsibility shall also not be anywise reduced or discharged because BPCL or BPCL’s representative(s) or Inspector(s) shall have examined, commented on the Vendor’s drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).

7.6. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

8. SHIPPING:

8.1 SEA SHIPMENT:

All shipment of materials shall be made by first class direct vessels, through the chartering wing, Ministry of Surface Transport as per procedure detailed hereunder. The Foreign Supplier shall arrange with Vessels Owners or Forwarding Agents for proper storage of the entire Cargo intended for the project in a specific manner so as to facilitate and to avoid any over carriage at the port of discharge. All shipment shall be under deck unless carriage on deck is unavoidable.

The bills of lading should be made out in favour of `Bharat Petroleum Corporation Ltd., or order’.

All columns in the body of the Bill of Lading namely marks and nos., material description, weight particulars etc., should be uniform and accurate and such statements should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount etc. clearly and separately. The net total freight payable shall be shown at the bottom.

SHIPPING DOCUMENTS:

All documents viz. Bill of Lading, invoices, packing list, freight memos, country of origin certificates, test certificate, drawings and catalogues should be in English language.

In addition of the bill of lading which should be obtained in three stamped original plus as many copies as required, invoices, packing list, freight memos,(if the freight particulars are not shown in the bills of lading), country of origin certificate, test / composition certificate, shall be made out against each shipment in as many number of copies as shown below.

The bill of lading, invoice and packing list specifically shall show uniformly the mark and numbers, contents case wise, country of origin, consignees name, port of destination and all other particulars as indicated under clause 2. The invoice shall show the unit rates and net total F.O.B. prices. Items packed separately should also be invoiced and the value shown accordingly. Packing list must show apart from other particulars actual contents in each
case, net and gross weights and dimensions, and the total number of packages. All documents should be duly signed by the Vendor's authorised representatives.

In the case of FOB orders, Shipping arrangements shall be made by the Chartering Wing of the Ministry of Surface Transport, New Delhi through their respective forwarding agents. The names and addresses of forwarding agents shall be as per Special Purchase Conditions. Supplier shall furnish to the respective agents the full details of consignments such as outside dimension, weights (both gross and net) No of packages, technical description and drawings, name of supplier, ports of loading, etc. 6 weeks notice shall be given by the supplier to enable the concerned agency to arrange shipping space.

The bill of lading shall indicate the following:

Shipper: Government of India

Consignee: Bharat Petroleum Corporation Ltd.

In case of supplies from USA, Export Licences, if any required from the American Authorities shall be Obtained by the U.S. Suppliers. If need be assistance for obtaining such export licences would be available from India Supply Mission at Washington.

8.2 AIRSHIPEMENT:

In case of Airshipment, the materials shall be shipped through freight consolidator (approved by us). The airway bill shall be made out in favour of BHARAT PETROLEUM CORPORATION LTD.

TRANSMISSION OF SHIPPING DOCUMENTS:

Foreign Supplier shall obtain the shipping documents in seven complete sets including three original stamped copies of the Bill of Lading as quickly as possible after the shipment is made, and airmail as shown below so that they are received at least three weeks before the Vessels arrival. Foreign Supplier shall be fully responsible for any delay and/or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents.

If in terms of letter or otherwise, the complete original set of documents are required to be sent to BPCL through Bank the distribution indicated below will confine to copies of documents only minus originals.

<table>
<thead>
<tr>
<th>Documents</th>
<th>BPCL (Kochi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill of Lading</td>
<td>4 (including 1 original)</td>
</tr>
<tr>
<td>Invoice</td>
<td>4</td>
</tr>
<tr>
<td>Packing List</td>
<td>4</td>
</tr>
<tr>
<td>Freight Memo</td>
<td>4</td>
</tr>
<tr>
<td>Country of Origin Certificate</td>
<td>4</td>
</tr>
<tr>
<td>Third party inspection certificate</td>
<td>4</td>
</tr>
<tr>
<td>Drawing</td>
<td>4</td>
</tr>
<tr>
<td>Catalogue</td>
<td>4</td>
</tr>
<tr>
<td>Invoice of Third Party</td>
<td>4</td>
</tr>
</tbody>
</table>

for inspection charges whenever applicable.
9. **INDIAN AGENT COMMISSION** :

Any offer through Indian agents will be considered only after authorization mentioning them as Indian agents, is received from Vendor. Indian agents commission if applicable will be payable only in Indian currency. Indian agents should be registered with Directorate General of Supplies and Disposals, Government of India and agency commission will be payable only after registration with DGS&D, New Delhi.

10. **ORDER AWARD / EVALUATION CRITERIA** :

Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, Excise Duty, Sales Tax, Freight, Inspection, Octroi, Supervision of Installation & Commissioning and other taxes & levies, loading etc, if any, reduced by cenvat/vat credit as applicable.

11. **CONFIRMATION OF ORDER** :

The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to BPCL.

12. **PAYMENT TERMS** :

12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.

12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through irrevocable Letter of Credit.

12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies)) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for despatches will be made by the originator of Purchase Order:

   a) Invoice
   b) Excise invoice
   c) The Lorry Receipt of the consignment
   d) Packing list for the consignment
   e) Third Party Inspector’s Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
   f) Manufacturers Test/Composition Certificate, wherever applicable
   g) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable
   h) Guarantee/Warranty Certificate(s), wherever applicable.
   i) Original Receipt for Octroi/other statutory levies as applicable.
   j) Performance Bank Guarantee as applicable.

13. **GUARANTEE/WARRANTY** :
13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material/accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.

13.2. All the materials including components and sub-contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace/repair the material at BPCL’s concerned location at vendor’s risk and cost on due notice.

13.3. In case, vendor does not replace/repair the material on due notice, rejected material will be sent to the vendor on “Freight to pay” basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on “Freight Paid” basis. Alternatively, BPCL reserves the right to have the material repaired/replaced at the locations concerned, at the vendor’s risk, cost and responsibility.

13.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired &/ or replaced.

14. PERFORMANCE BANK GUARANTEE:

14.1. Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). PBG format is as per Annexure I.

In case, PBG is not provided by the Vendor, 10% of the basic value shall be retained in lieu of PBG, till the expiry of guarantee and claim period.

In the case of imports, the Supplier shall furnish the Performance Bank Guarantee (as per Annexure I) through the following:

a) Branches of Indian scheduled banks operating in their Country.
b) Foreign bank operating in their Country which is counter guaranteed by branches of Indian scheduled banks operating in their Country/India.
c) Indian branches of foreign banks.
d) Foreign bank operating in their Country counter guaranteed by their Indian branch

However, in respect of c) and d) above, the Indian branch of foreign banks should be recognized as scheduled bank by Reserve Bank of India.

14.2. If Vendor wants to submit the PBG at Contract level to avoid multiple number of PBG (i.e. PBG issued against every purchase/call off order) then the validity of PBG will be calculated as mentioned below:

14.2.1. Validity of PBG = Rate Contract Issue Date (Start Date of Rate Contract) + Rate Contract Period (validity of Rate Contract) + Contractual Delivery Period of material + Contractual Guarantee period + 6 month (for invocation / Claim).
15. PACKING & MARKING:

15.1 PACKING:

15.1.1 Packing shall withstand the hazards normally encountered with the means of transport for the goods of this purchase order including loading and unloading operation both by crane and by pushing off.

In the case of imports, all equipments / materials shall be suitably packed in weather proof, seawayorthy packing for ocean transport under tropical conditions and for rail or road or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe preservance upto the final point of destination.

Raw/Solid wood packaging material of imported items has to be appropriately treated & marked as per International Standard of Phytosanitary Measures (ISPM-15”) for material originating from the contracting countries to the International Plant Protection Convention or the members of Food & Agriculture Organization. Material from non-contracting parties would have to be accompanied by a phytosanitary certificate of the treatment endorsed. The Custom Officer at Indian Port shall not release the material without appropriate compliance of the above provisions w.e.f. 01.11.2004.

15.1.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I. All packaging shall be done in such a manner as to reduce volume as much as possible.

15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.

15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.

15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.

15.1.6 All package requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.

15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.

In the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.

15.1.8 All delicate surface on equipment/materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.
15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.

15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.

15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.

In the case of imports, for bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case.

15.1.12 Wherever required, equipment/materials instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.

15.1.13 Pipes shall be packed as under:

a. Upto 50mm NB in wooden cases/crates.

b. Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.

c. Above 100mm NB in loose.

15.1.14 Pipes and tubes of stainless steel, copper etc. shall be packed in wooden cases irrespective of their sizes.

15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing.

In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.

15.1.16 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.

15.1.17 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.

15.1.18 Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier’s account.
All packages which require special handling and transport should have their Centres of Gravity and the points at which they may be slung or gripped clearly indicated and marked “ATTENTION SPECIAL LOAD HANDLE WITH CARE” both in English/Hindi Languages.

In the case of imports, a distinct colour splash in say red black around each package crate / bundle shall be given for identification.

15.1.19 Along with the packed material, supplier should attach material list, manuals/instructions and also the Inspection certificate/release note, wherever applicable.

15.2. MARKING :

The following details to be written on the side face of packing:

a) Purchase Order Number
b) Vendor Name
c) Batch no with Manufacturing date
d) Procedure (in brief) for handling
e) Date of dispatch etc.

15.3 Imported items :

On three sides of the packages, the following marks shall appear, clearly visible, with indelible paint and on Vendor's care and expenses.

BHARAT PETROLEUM CORPORATION LIMITED
(With detailed address as given in Special Purchase Conditions)

From :

To : Bharat Petroleum Corpn.Ltd.
(With detailed address as given in Special Purchase Conditions)

Order no. Rev. no.
Item :
Equipment Nomenclature :
Net weight : Kgs.
Gross weight : Kgs.
Case No. of Total cases :
Dimensions :
Import Licence No.

NOTE :
Marking shall be bold - minimum letter height 5 cm. For every order and every shipment, packages must be marked with serial progressive numbering.

Top heavy containers shall be so marked either Top Heavy or Heavy Ends.
When packing material is clean and light coloured, a dark black stencil paint shall be acceptable. However, where packaging material is soiled or dark, a coat of flat zinc white paint shall be applied and allowed to dry before applying the specific markings.

In case of large equipments like vessels, heat exchangers, etc. the envelope containing the documents shall be fastened inside a shell connection, with an identifying arrow sign "documents" using indelible paint.

16. **DELIVERY**:

16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.

16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.

16.3. The contractual delivery period is inclusive of all the lead time for engineering / procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for effecting the delivery at the required delivery point.

16.4. Unless otherwise specified, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).

16.5. BPCL shall have the right to advise any change in despatch point or destination in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.

17. **UNLOADING AND STACKING**:

Unloading and stacking will be arranged by BPCL. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action.

18. **TRANSIT INSURANCE**:

Unless otherwise mentioned,

18.1. Transit Insurance shall be covered by BPCL against its Mega Package Policy.

18.2. In the case of imports, insurance against all marine and transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading are obtained and the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.

18.2. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.
18.3. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of Telex message to Bharat Petroleum Corporation Ltd., (with detailed address as given in Special Purchase Conditions) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.

19. **VALIDITY OF OFFER:**

The rates quoted against this tender shall be valid for a period of 90 Days from the date of opening of the tender unless otherwise specified in the Special Purchase Conditions.

20. **DELIVERY DATES AND PRICE REDUCTION SCHEDULE:**

20.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).

20.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.

20.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to:

20.3.1. Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owners premises shall be considered for calculation of price reduction for F.O.R destination contract.

In the case of imports, the contractual delivery date shall be considered from the date of Letter of Credit (L/C) or the date of L/C amendment because of Buyer’s fault plus one week (to take care of transit time for receipt of L/c) plus the delivery schedule as indicated by the vendors.

In case of the shipment taking place on “Cash against documents”, the contractual delivery shall be taken from the date of purchase order plus one week (to take care of transit time for receipt of order) plus delivery period.

Further the date of B/L or House airway bill shall be considered to find out the delay with respect to contractual delivery date. In case of FOB shipments if the vessel is not available then the intimation by vendors regarding readiness of the goods for the shipment shall be considered for calculating the delay if any. So vendor shall inform the readiness of material for shipment on FOB (Free on Board) basis / FCA (Free on Carrier) basis.

20.3.2. Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk and cost of the vendor, without prejudice to its right under 20.3.1 above in respect of goods delivered.
21. **RISK PURCHASE CLAUSE:**

BPCL reserves the right to curtail or cancel the order either in full or part thereof if the vendor fails to comply with the delivery schedule and other terms & conditions of the order. BPCL also reserves the right to procure the same or similar materials/equipment through other sources at vendor's entire risk, cost and consequences. Further, the vendor agrees that in case of procurement by the owner from other sources the differential amount paid by the owner shall be on account of the vendor together with any interest and other costs accrued thereon for such procurement.

22. **FORCE MAJEURE CLAUSE:**

(A) **Definition:** The term “**Force Majeure**” means any event or circumstance or combination of events or circumstances that affects the performance by the vendor of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the vendor’s reasonable control and were not reasonably foreseeable and the effects of which the vendor could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. **Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause:**

(i) the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;  
(ii) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;  
(iii) epidemic, plague or quarantine;  
(iv) air crash, shipwreck, or train wreck;  
(v) acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;  
(vi) radioactive contamination or ionizing radiation;

(B) **Notice and Reporting:**

(i) The Vendor shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (7) days after such commencement date, notify the BPCL in writing of such event of Force Majeure and provide the following information:  

(a) reasonably full particulars of the event or circumstance of Force Majeure & the extent to which any obligation will be prevented or delayed;
such date of commencement & an estimate of the period of time required to enable the vendor to resume full performance of its obligations; &

c all relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.

(ii) The Vendor shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Party requesting such information and Responsibility:

(i) The Vendor shall use all reasonable endeavours, acting as a Reasonable & Prudent Person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, & relief under this Clause shall cease to be available to the Vendor claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.

(ii) The Vendor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.

(iii) The Vendor shall notify BPCL when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur & shall resume performance as expeditiously as possible after such termination or abatement.

(D) Consequences of Force Majeure. Provided that the Vendor has complied & continues to comply with the obligations of this Clause & subject to the further provisions:

(i) the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended & the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; &

(ii) the time period(s) for the performance of the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.

(E) Force Majeure Events Exceeding 60 Days

(i) If an event or series of events (alone or in combination) of Force Majeure occur, & continue for a period in excess of 60 consecutive days, then BPCL shall have the right to terminate this agreement, whereupon the Parties shall meet to mitigate the impediments caused by the Force Majeure event.
23. **ARBITRATION CLAUSE**:

23.1 Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL/Vendor against omission or on account of any of the parties hereto arising out of or in relation to this Contract shall be referred to the Sole Arbitration of Director (Marketing) / Director (HR)/Director (R) of BPCL as the case may be or to some officer of BPCL who may be nominated by them.

23.2. In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the said Directors of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.

23.3. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation & may be Share holder of the Corporation.

23.4. The award of the Arbitrator so appointed shall be final, conclusive & binding on all the parties to the contract & the law applicable to arbitration proceedings will be the Arbitration & Conciliation Act, 1996 or any other enactment in replacement thereof.

23.5. The language of the proceedings will be in English and the place of proceedings will be Kochi.

23.6. The parties hereby agree that the Courts in the city of Kochi alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts in the City of Kochi alone. (legal)

24. **INTEGRITY PACT (IP)**:

Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.

25. **RECOVERY OF SUMS DUE**:

Whenever, any claim against vendor for payment of a sum of money arises out of or under the contract, the owner shall be entitled to recover such sums from any sum then due or when at any time thereafter may become due from the vendor under this or any other contract with the owner & should this sum be not sufficient to cover the recoverable amount of claim(s), the vendor shall pay to BPCL on demand the balance remaining due.

26. **CONFIDENTIALITY OF TECHNICAL INFORMATION**:

Drawing, specifications & details shall be the property of the BPCL and shall be returned by the Vendor on demand. The Vendor shall not make use of drawing & specifications for any purpose at any time save & except for the purpose of BPCL. The Vendor shall not disclose the technical information furnished to or organized by the Vendor under or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority & shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted & supplied to the vendor by BPCL shall at all time remain the absolute property of BPCL. Imparting of any confidential information by the Vendor will be breach of contract.
27. PATENTS & ROYALTIES:

The vendor shall fully indemnify BPCL and users of materials specified herein/supplied at all times, against any action, claim or demand, costs and expenses, arising from or incurred by reasons of any infringement or alleged infringement of any patent, registered design, trademark or name, copy right or any other protected rights in respect of any materials supplied or any arrangement, system or method of using, fixing or working used by the vendor. In the event of any claim or demand being made or action sought against BPCL in respect of any of the aforesaid matter, the vendor shall be notified thereof immediately and the vendor shall at his/its own expense with (if necessary) the assistance of BPCL (whose all expense shall be reimbursed by the vendor) conduct all negotiations for the settlement of the same and/or litigation which may arise thereof.

28. LIABILITY CLAUSE:

In case where it is necessary for employees or representatives of the Vendor to go upon the premises of owner, vendor agrees to assume the responsibility for the proper conduct of such employees/representatives while on said premises and to comply with all applicable Workmen's Compensation Law and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. If this order requires vendor to furnish labour at site, such vendor's workmen or employees shall under no circumstances be deemed to be in owner's employment and vendor shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything done or committed to be done, in the course of carrying out the work covered by the purchase order, whether arising at owner's premises or elsewhere and agrees to indemnify the owner against any such claims, if made against the owner and all costs of proceedings, suit or actions which owner may incur or sustain in respect of the same.

29. COMPLIANCE OF REGULATIONS:

Vendor warrants that all goods/Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.

30. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

In case the testing and inspection at any stage by inspectors reveal that the equipment, materials and workmanship do not comply with specification and requirements, the same shall be removed by the vendor at his/its own expense and risk, within the time allowed by the owner. The owner shall be at liberty to dispose off such rejected goods in such manner as he may think appropriate. In the event the vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the owner for such disposal shall be to the account of the vendor. The freight paid by the owner, if any, on the inward journey of the rejected materials shall be reimbursed by the vendor to the owner before the rejected materials are removed by the vendor. The vendor will have to proceed with the replacement of the equipment or part of equipment without claiming any extra payment if so required by the owner. The time taken for replacement in such event will not be added to the contractual delivery period.
31. **NON-WAIVER:**

Failure of the Owner to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify Vendor in the event of breach, or the acceptance of or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such goods regardless of when such goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by BPCL act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of any condition of this agreement by BPCL shall not be considered as a continuous waiver or waiver for other condition by BPCL.

32. **NEW & UNUSED MATERIAL:**

All the material supplied by the vendor shall be branded new, unused and of recent manufacture.

33. **PURCHASE PREFERENCE CLAUSE:**

Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Vendor at the time of evaluation of the price bid.

Owner reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

34. **CANCELLATION:**

34.1. BPCL reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the vendor if.

34.1.1. The vendor fails to comply with the terms of this purchase order/contract.

34.1.2. The vendor becomes bankrupt or goes into liquidation.

34.1.3. The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.

34.1.4. The vendor makes a general assignment for the benefit of creditors.

34.1.5. A receiver is appointed for any of the property owned by the vendor.

34.2. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. BPCL in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor's agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the vendor against the contract. The vendor is aware that the said goods are
required by BPCL for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the BPCL. In this event of BPCL exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to BPCL, fair compensation to be agreed upon between BPCL and the vendor. The provision of this clause shall not prejudice the right of BPCL from invoking the provisions of price reduction clause mentioned in 20.3.1 as aforesaid.

35. **ANTI-COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION:**

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti-competitive practices and aims at fostering competition and at protecting Indian markets against anti-competitive practices by enterprises. The Act prohibits anti-competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.

36. **ASSIGNMENT**

The Vendor can / does not have any right to assign his rights and obligations under these general purchase conditions without the prior written approval of BPCL.

37. **GOVERNING LAW**

These General Purchase Conditions shall be governed by the Laws of India.

38. **AMENDMENT**

Any amendment to these General Purchase Conditions can be made only in writing and with the mutual consent of the parties to these conditions.

39. **SPECIAL PURCHASE CONDITIONS**

In case of a conflict between the clauses, terms and conditions of General Purchase Conditions and Special Purchase condition, the clauses, terms and conditions of Special Purchase Condition will have an overriding effect over General Purchase Conditions and the same shall be applicable.

40. **NOTICES**

Any notices to be given hereunder by a Party to the other shall be in English and delivered by hand or sent by courier or facsimile to the other Party at the address or facsimile number stated below or such other address or number as may be notified by the relevant Party from time to time:

BPCL
Please sign & return all the pages of GPC as a token of your acceptance of all the terms & conditions as mentioned above.

41. HOLIDAY LISTING POLICY:

The Holiday listing policy: https://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf

PERFORMANCE BANK GUARANTEE
(On Non-judicial paper for appropriate value)

To,
Bharat Petroleum Corporation Limited
---------------------------------

Dear Sir,

In consideration of the Bharat Petroleum Corporation Limited, (hereinafter called ‘the Company’ which expression shall include its successors and assigns) having awarded to M/s. (Name) ……….. (Constitution)………….. (address) ……….(hereinafter referred to as “The vendor” which expression shall wherever the subject or context so permits include its successors & assigns) a supply contract in terms interalia, of the Company’s Purchase order No…….. dated ………. and the General and Special Purchase Conditions of the Company and upon the condition of vendor’s furnishing security for the performance of the vendor’s obligations &/or discharge of the vendor’s liability under and / or in connection with the said supply contract upto a sum of Rs.(in figures)…………..Rs(in words)…………………………only amounting to 10% (ten percent)of the total contract value.

We, (Name)…………..(constitution) ……………(hereinafter called “the Bank” which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to the Company in ----- (Currency) forthwith on demand in writing and without protest or demur of any and all moneys any wise payable by the Vendor to the Company under in respect of or in connection with the said supply contract inclusive of all the Company’s losses and expenses and other moneys anywise payable in respect to the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee upto an aggregate limit of Rs(in figures)…………..Rs(in words)…………………………only.

AND the Bank hereby agrees with the Company that

i. This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising upto and until midnight of …………………………………..
This date shall be 6 months from the last date of guarantee period.

ii. This Guarantee / Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendor’s obligation/liabilities under and/or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.

ii. The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor’s obligations and/or liabilities under or in connection with the said supply contract and to vary the terms vis-à-vis the vendor of the said supply contract or to grant time and/or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and/or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

iv. This Guarantee / Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.

v. The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee / Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.

vi. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:
### Annexure: E

**FORMAT FOR BIDDER’S INFORMATION**

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>1</strong></td>
<td>Name of Bidder</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>Address for Communication</td>
</tr>
<tr>
<td><strong>3</strong></td>
<td>General contact details viz. e-mail address, telephone no., and fax no.</td>
</tr>
<tr>
<td><strong>4</strong></td>
<td>Whether bidder is a manufacturer OR dealer/trader, for items under this tender</td>
</tr>
<tr>
<td><strong>5</strong></td>
<td>Type of Organization: Government Dept. / Public Sector Undertaking / Public Limited Company / Private Limited Company / Partnership / Proprietorship / Others (Pl. specify)</td>
</tr>
<tr>
<td><strong>6</strong></td>
<td>Location of Registered Office, in the case of Company</td>
</tr>
<tr>
<td><strong>7</strong></td>
<td>Residential status: Indian or Non-resident;</td>
</tr>
<tr>
<td><strong>8</strong></td>
<td>Indian Income Tax PAN Number: (Note: In case where Indian Income Tax Deduction at Source is applicable, non-availability of PAN Number will entail a higher deduction)</td>
</tr>
<tr>
<td><strong>9</strong></td>
<td>In case non-resident, whether the bidder is having any Permanent Establishment in India, through which business transactions in India are carried out.</td>
</tr>
<tr>
<td><strong>10</strong></td>
<td><strong>IN CASE BIDDER IS A MANUFACTURER FOR ITEMS UNDER REFERENCE:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>10.1</strong> Address of Factory:</td>
</tr>
<tr>
<td></td>
<td><strong>10.2</strong> Central Excise Registration Number (For Indian bidders)</td>
</tr>
<tr>
<td></td>
<td><strong>10.3</strong> Service Tax Registration Number, if any (For Indian Bidders)</td>
</tr>
<tr>
<td></td>
<td><strong>10.4</strong> Sales Tax / VAT / CST Registration Number (For Indian Bidders)</td>
</tr>
<tr>
<td>11</td>
<td><strong>IN CASE BIDDER IS A DEALER/TRADER/SERVICE PROVIDER FOR ITEMS UNDER REFERENCE:</strong></td>
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<td>--------------------------------------------------------------------------------</td>
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<tr>
<td>11.1</td>
<td>Central Excise Registration Number, if any (for issuing Cenvatable invoice under Cenvat Credit Rules) (For Indian Bidders)</td>
</tr>
<tr>
<td>11.2</td>
<td>Service Tax Registration Number, if any (For Indian Bidders)</td>
</tr>
<tr>
<td>11.3</td>
<td>Sales Tax / VAT / CST Registration Number (For Indian Bidders)</td>
</tr>
<tr>
<td>12</td>
<td><strong>CONTACT PERSON's DETAILS:</strong></td>
</tr>
<tr>
<td>12.1</td>
<td>Name &amp; Designation</td>
</tr>
<tr>
<td>12.2</td>
<td>E-mail id</td>
</tr>
<tr>
<td>12.3</td>
<td>Telephone No.- Landline</td>
</tr>
<tr>
<td>12.4</td>
<td>Mobile Number.</td>
</tr>
<tr>
<td>12.5</td>
<td>Fax number</td>
</tr>
<tr>
<td>13</td>
<td>Average Annual Turnover of the business</td>
</tr>
<tr>
<td>14</td>
<td>Whether the bidder falls under the category of Micro &amp; Small Enterprises (MSE) as per the MSME Policy of Govt. of India. If YES, whether proof for the same enclosed with the bid?</td>
</tr>
</tbody>
</table>
INTEGRITY PACT

Between

Bharat Petroleum Corporation Limited (BPCL) hereinafter referred to as "The Principal",

And

…………………………………………………………………………………………….. hereinafter referred to as "The Bidder/ Contractor/ Supplier".

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for supply of Comprehensive Treatment Programme for Crude Antifoulant and VR Antifoulant for CDU-2/3, BPCL-Kochi Refinery. CRFQ NO.: 1000278874 DT. 07.04.2017 The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, Contractor/s and Supplier/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/ herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a
substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/ Contractor/ Supplier

(1) The Bidder/ Contractor/ Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder/ Contractor/ Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder/ Contractor/ Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Bidder/ Contractor/ Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder/ Contractor/ Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder/ Contractor/ Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/ Contractor/ Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Tender Process and Exclusion from Future Contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/ Contractor/ Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder/ Contractor/ Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder/ Contractor/ Supplier can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/ Supplier liquidated damages equivalent to Security Deposit/ Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/ Contractor/ Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/ Contractor/ Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors/ Suppliers/ Subcontractors

(1) The Bidder/ Contractor/ Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/ Suppliers and Subcontractors.
(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 - Punitive Action Against Violating Bidders/ Contractors/ Suppliers/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitors

(1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Bidder/ Contractor/ Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Supplier. The Bidder/ Contractor/ Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Supplier/ Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/ Contractor/ Supplier. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/ Contractor/ Supplier to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
(8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairperson of the Principal.

Section 10 - Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kochi. The Arbitration clause provided in the main tender document/ contract shall not be applicable for any issue/ dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder/ Contractor/ Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Sangram Sawant
For the Bidder/ Contractor/Supplier
Place: KOCHI
Date 07.04.2017

Witness 1: ..................
Witness 2: ..................
(Signature/Name/Address)
TECHNICAL SPECIFICATIONS

FOR

COMPREHENSIVE ANTIFOULANT TREATMENT PROGRAMME FOR CRUD & VR

CDU-2&3 UNITS

KOCHI REFINERY
<table>
<thead>
<tr>
<th>S No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Introduction</td>
</tr>
<tr>
<td>2.0</td>
<td>Scope of work</td>
</tr>
<tr>
<td>3.0</td>
<td>Scope of supply</td>
</tr>
<tr>
<td>4.0</td>
<td>Details of bidding requirements</td>
</tr>
<tr>
<td>5.0</td>
<td>Training</td>
</tr>
<tr>
<td>6.0</td>
<td>Monitoring parameters</td>
</tr>
<tr>
<td>7.0</td>
<td>Time period</td>
</tr>
<tr>
<td>8.0</td>
<td>Salient design and operating features</td>
</tr>
<tr>
<td>9.0</td>
<td>Brief of overhead process system and chemical dosing facility</td>
</tr>
<tr>
<td>10.0</td>
<td>Tender specifications and vendor confirmation of acceptance document</td>
</tr>
</tbody>
</table>

1.0 Scope of supply
2.0 Monitoring and reporting
3.0 Special terms and conditions
4.0 Payment terms and conditions
5.0 Performance guarantees and penalties

**ATTACHMENT**

- ATTACHMENT-1 Chemical properties
- ATTACHMENT-2: Information on the personnel to be deployed by the bidder for the job
- ATTACHMENT-3: Proven Track record
- ATTACHMENT-4: Details of samples to be analysed with process parameters, specification and frequency
CDU 2 & 3 - Antifoulant treatment programme for Crude, RCO & VR

The Antifoulant requirement is for CDU 4 unit to prevent fouling in:

(i) Crude side of pre-heat exchanger,
(ii) Vacuum column residue (VR) side of exchangers.

1.0 Introduction:

Bharat Petroleum (BPCL) Kochi Refinery hereinafter called the company/owner operates 2 crude units Crude Distillation Unit (CDU-2) & Crude Distillation Unit (CDU-3) having crude processing capacity of 625 TPH and 1327 TPH respectively considering continuous operation of 1 full year (365 Days). Both the units process predominantly high sulfur crude oils like Kuwaity, Iranian Mix, Arab Extra Light, Arab Medium, Arab mix (50%:50%) and occasionally low sulfur crude oils like Mumbai High, Agbami, Azeri light, Akpo, Bonga, Champion, Kikeh, Labuan, Kimanis, Mirilight, Seria Light, Sokol, Azeri Light, Nemba, Quiboe, Saharan blend, Arab Super Light, Yoho & various crude mixes.

During 365 Days of unit operation, unit throughput may vary in the lower side of 50-120% of the design capacity. This unit throughput level is for general guidelines only and sometimes throughput may be further reduced and unit operation also may have to be stopped for certain period in case of operational needs as per policy decision of Kochi Refinery. However, the programme shall be deemed completed with total quantity of crude processing of 5.7 MMTPA for CDU2 and 12.78 MMTPA for CDU3 or 1 year from the date of start of the program for each unit whichever is earlier.

2.0 Scope of work:

Vendor should ensure that BPCL refinery obtains the maximum benefit from the Antifoulant treatment program.

- Vendor has to supply the crude antifoulant chemical. The provision for antifoulant are depicted in the PFD’s of the respective units.

- For CDU2, The injection locations are as follows,
  1. CP 275 A/B Prefractionator bottom pump suction.
  2. CP39A/B/C VR+SD vacuum column bottom pump suction.

- For CDU3, The injection locations are as follows,
  1. ICP 101 A/B/C Crude Charge pump suction.
  2. ICP 104A/B/C Preflash bottom pump suction.
  3. ICP 126 A/B/C VR+ Quench vacuum column bottom pump suction.
• The vendor has to provide and maintain the anti-foulant dosing pump skid (wherever provided) with storage and measurement facility (with Relief Valve) till their chemicals are used. The pump /motor have to meet the BPCL safety standards.

• On daily basis, dosage rate, chemical stock, preheat & FIT and individual exchanger’s performance (Based on Ud & Heat Duty) to be monitored using Heat exchanger fouling mathematical model. The Monthly report of individual exchangers’ performance to be submitted and discussed.

• Vendor has to keep sufficient stock at site & warehouse to ensure smooth functioning of the chemical program.

• Vendor to suggest the requirement of quill facility for antifoulant injection. If quill is suggested by the vendor, the same has to be supplied by the vendor on returnable basis for each unit’s respectively.

• A monthly meeting will be held with BPCL-KR @ Kochi refinery to review the program performance, the monitoring results, chemical consumption, and decide on future action plans.

• The vendor has to monitor and optimize the dosage rate on daily basis for various crude and crude mixes in consultation with BPCL. The deviation, if any, to be highlighted to BPCL Operations in charge and Technologist.

• Vendor to depute qualified & competent person at site to monitor & optimize the chemical program & report to Operations / Technologists on daily basis. Site personnel should use PPE as per BPCL guidelines while working at site.

• Vendor personnel deputed at site should be well conversant with handling the chemicals in used and should be aware how to tackle a situation in case of an emergency.

• Chemical drums must be clearly marked with SERVICE DESCRIPTION e.g. crude anti foulant, VR antifoulant etc.

• Empty drums must be removed from site regularly without fail, only 15 empty drum (Total for all services) max will be allowed at site.

• Vendor has to guide regarding necessary dilution of chemical for preparing batches.

• Vendor personnel must be fully aware of sampling procedures and must be conversant with the BPCL standard sampling procedures.

• Results of samples (shiftly basis – in antifoulant treatment program) are to be reported to Operations – Shift in Charge on shiftly basis and necessary dosage has to be recommended.

Terms & Conditions:

• The chemicals quoted by the vendor must have reference in India with PTR of at least one year. Vendor to share the reference information details (dosage rate, company, performance report etc) with PO copy, contact person & contact numbers. BPCL can verify the reference if required.
In case of non compliance on submitting the above mentioned details, their offer will be liable for rejection by BPCL-KR.

- The vendor has to quote dosage rate based on High sulfur crude oils like Kuwaity, Arab Mix, Iranian Mix etc & give the recommended dosage rate during processing of various Crudes and Crude mixes such as Mumbai High, Low sulphur, High Sulphur and mix of these Crudes.

- In case of additional chemical requirement over and above the vendor recommended dosage rate for maintaining the preheat temperature; the cost of chemical will have to be borne by the vendor.

**Payment and Performance Conditions:**

- Vendor to develop normalization formula for FIT monitoring along with BPCL & the average normalized preheat temperature (FIT) drop allowable is maximum is 2.5 °C in 6 months from the date of injection for chemical.
- 100% payment shall be made on monthly basis based on consumption of chemicals certified by BPCL-KR Technology department subjected to maintain the maximum limit of recommended dosage rate for each month throughout the antifoulant injection program. PBG of 10% of the contract value to be submitted at the beginning of the contract period. If at any point of time the performance is found to be not satisfactory, the dosage rate will be increased (consulting with the vendor) more than recommended to compensate the poor performance & the additional chemical used will be free issue by the vendor. If the performance remains poor even after the additional dosage, the chemical will be declared as failure & the program will be called off. Penalty applicable, if any shall be recovered against PBG submitted by the vendor, based on technical report from Technology department.
- In case of the FIT drop rate going beyond the maximum allowable limit, chemical dosage rate will be increased more than recommended dose to maintain drop rate within limit, and the additional chemical cost will be borne by the vendor.
- Despite increasing dosage rate, if the drop rate still goes beyond the maximum allowable limit. BPCL can take a call on the chemical program & can stop the same. The Performance bank guarantee (PBG) will be recovered in such situation & a new RFQ will be raised for the chemical programme.
- BPCL can also stop the chemical program at any point in time if the unit CDU-2&3 stops processing crude. The chemical used till that time will be paid to the vendor. BPCL does not commit to use entire chemical indicated in the PO.

**Evaluation criteria:**

- Vendor’s prescribed chemical for Crude & VR antifoulant will be sent to BPCL R&D centre for estimation of dosage rate. In case there is deviation of dosage rate quoted by the bidder and the BPCL R&D dosage rate, higher dosage value between the vendor & CRDC trial will be considered for commercial evaluation. Order shall be placed for quantity based on doses rate indicated by vendor in their offer.

- Submission of samples:
  “Bidder is required to submit sample of Crude & VR antifoulant sample (1 bottle each of 500ml) & the same may be sent to the following person at CRDC at the address given below

  CRDC: KR. Sanjay Bhargav (Mob: 8587829599)
Bidder is required to submit proof of submission of sample at CRDC along with their unpriced bids.

**Evaluation methodology:**

Order shall be placed for quantity based on doses rate indicated by vendor in their offer.

The evaluation of offers would be based on **BPCL-CRDC analysis of samples** provided by the bidder. The sample would be analyzed for PPM dosages as per CRDC analysis and shall be used for comparative loading of offers as follows:

Tender shall be finalized on overall lowest prices of all three products taken together. The successful bidder shall be decided on the total lowest price for the total quantity as per the doses ascertained by CRDC for crude & VR antifoulant for CDU-2&3.

Price bids of only technically acceptable bidders will be taken up for further evaluation. Evaluation will be based on the total cost for total quantity of the material on lowest quote basis after considering the loading factor as above. The total cost would be the net effective cost, after considering loading on account of deviations, if any, would be the successful bidder.

**3.0 Scope of supply:**

**A) Vendor**

1. The vendor should collect details of design data, equipment details and dosing locations available in the unit before submission of technical bid documents in order to correctly design the chemical dosing package to suit the system.

2. The vendor shall design their package based on existing facilities available. No additional facilities will be provided by BPCL.

3. Vendor may carry out the initial site survey to evaluate the existing system so as to
   - Identify the proper selection of chemicals to be dosed.
   - Identify the quantity to be dosed.

4. The vendor shall provide list of drawings and documents required for the survey one week before. No separate charges shall be considered/ paid to the vendor for the survey. Vendor shall make his or her own arrangements for all travel and transportation and stay during the survey. Survey shall be a continuous one, that is, survey in batches is not acceptable. Vendor shall note that the purpose of survey is to know the plant operation and process details so as to identify the required chemical treatment programme against which vendor shall submit the technical bid.

**B) BPCL**

1. BPCL will provide necessary technical information about the plant, crude design / processed & design / operating data as per vendors requirements.

2. BPCL will arrange permission for site visit by the bidder to collect all the necessary site data & information as required for execution of the job.
3. BPCL will provide only open storage space for the chemicals used by the bidder in the programme.
4. BPCL will provide only working space for the bidder to carry out daily analysis of the tests required for the programme.
5. BPCL will retain any leftover chemicals at the end of programme, which may be available due to optimization in the treatment program, process optimization etc. without any cost implication.
6. BPCL reserves the right to terminate the programme at any point of time without assigning any reason at the sole discretion of BPCL.
7. BPCL shall furnish all the drawings and documents required for the survey.
8. Vendor shall submit proposed chemical samples at Corporate Research & Development Center (CRDC), Greater Noida along with tender proposal. Samples from all the vendors shall be analysed and needs to be approved by CRDC prior to commercial evaluation. Higher dosage value between the vendor & CRDC trial will be considered for commercial evaluation.

4.0 Details of the bidding requirements

4.1 After site survey, vendor shall submit the detailed technical bids in sealed envelope. For every recommendation, technical clarifications/justifications shall be provided in the technical bid. Site survey shall be completed within 10 (ten) days from date of issue of the tender document.
4.2 The tendering is a two-bid type. There will also be pre-bid technical discussion/meeting before submitting the offer.
4.3 Wherever, processing of crude of 5.7 MMTPA and 12.78 MMTPA has been mentioned in this tender document, it indicates the pure crude processing excluding any slop into it. However, the quantity of slop which will be processed during operation as required from time to time, may vary up to 3% as per requirement as mentioned in clause 9.3. Vendor shall take this into account during quotation.

5.0 Training

Vendor shall arrange a formal briefing about chemical treatment programme before its implementation to all the concerned operating, Process, Lab & inspection personnel to make them aware of the treatment programme. This is to help better co-ordination with concerned personnel. Vendor shall also ensure that their staff undergoes safety training as per BPCL standards.

6.0 Monitoring Parameters:

6.1 Final Preheat temperature at the inlet of furnace
6.2 Crude side exchanger’s temperature profile
6.3 VR side exchanger’s temperature profile

All the above temperature profiles should compare with the design conditions or base conditions to evaluate performance of antifoulant chemicals on regular basis.

7.0 Time period

Vendor shall consider this lump sum chemical treatment programme for antifoulant till the period of completion of 5.7 MMTPA for CDU2 and 12.78 MMTPA for CDU3 (without slop) or 1 year from the date of start of the program for each unit, whichever is earlier. Price bid shall consider the same.
However, the contract may be terminated at any time at the discretion of BPCL without assigning any reason.

8.0 Salient design & operating features

Unit Design Capacity: CDU-2: 5.0 MMTPA (based on 8000 Hrs) + 10% design margin in Arab Mix Case and Bonny Light case, i.e. maximum capacity is 5.7 MMTPA for CDU2 and 12.78 MMTPA for CDU3 which is assumed for antifoulant treatment programme for a period of one year.

Design Operating Condition: CDU-2

OPERATING CONDITIONS:

<table>
<thead>
<tr>
<th>Parameters</th>
<th>CDU</th>
<th>VDU</th>
<th>Naptha stabili zer</th>
<th>Prefractionator</th>
<th>Naphtha Splitter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feed, TPH</td>
<td>650</td>
<td>250-346</td>
<td>55-90</td>
<td>650</td>
<td>55-120</td>
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<td>Top temp, ºC</td>
<td>120-135</td>
<td>60-65</td>
<td>58-69</td>
<td>120-145</td>
<td>64-89</td>
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<tr>
<td>Top press, kg/cm²</td>
<td>1.3-0.9</td>
<td>21 MMHG</td>
<td>9-12</td>
<td>2.5-3.6</td>
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<tr>
<td>Overhead flow rate, TPH</td>
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<td>10-15</td>
<td>20-55</td>
<td>80-140</td>
<td>75-140</td>
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<tr>
<td>Density of O/H vapor (kg/m³) @ 15 ºC</td>
<td>650-706</td>
<td>0.02-0.06</td>
<td>19-24</td>
<td>18-29</td>
<td>540-620</td>
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<td>Stripping steam, kg/hr</td>
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<td>2.66</td>
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<td>3.11</td>
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<tr>
<td>Wash water</td>
<td>Continuous</td>
<td>NA</td>
<td>NA</td>
<td>Continuous</td>
<td>NA</td>
</tr>
<tr>
<td>Stripping stream to side stripper, Stream</td>
<td>Flow</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>HN</td>
<td>0.4</td>
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<td>NA</td>
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</tr>
</tbody>
</table>
UNIT DESIGN & OPERATION FEATURES

Types of crude

The unit is designed for the following crudes:

- Arab Mix (AL: AH: 50:50 by wt).
- Bonny Light Crude Oil

However, a blend of high sulphur imported crude oils are planned to be processed in CDU-2. Occasionally low sulfur crude oils also will be processed in neat or blended form. Crude basket and blends are selected based on availability, product demand and economics. Most common crude oils planned for processing other than the design crudes are Arab Mix (Light & Heavy), Arab Medium, Iranian Mix, Kuwait, Dubai, Umm Shaif, Upper & Lower Zakhum, Basrah light etc and Low sulphur crude oils like Saharan Blend, Murban, Quaiboe, Bonny Light, Agbami, Kikeh, AKPO, Arab Super Light etc. Apart from the normal crudes one or two new crudes will be processed as test crudes during a year.

Crude BS&W : Around 2 % wt @ battery Limit

Crude API : 28 – 42 API

Operating : Salient operating parameters for CDU and VDU are provided in Annexure 1

2.2 Desalter Details

Details and normal operating parameters of desalter in CDU2 are given below,

<table>
<thead>
<tr>
<th>Vessel Name</th>
<th>CV 30 and CV 30 A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of vessels</td>
<td>2</td>
</tr>
<tr>
<td>Type of desalter</td>
<td>Electric</td>
</tr>
<tr>
<td>-------------------</td>
<td>----------</td>
</tr>
<tr>
<td>No of stages</td>
<td>2</td>
</tr>
<tr>
<td>Inside Diameter m</td>
<td>4</td>
</tr>
<tr>
<td>Length (Cylindrical Part) m</td>
<td>15.2 (Tan-Tan)</td>
</tr>
</tbody>
</table>

| Number of transformers: Per vessel | 3 |
| KVA per Transformer               | 150 |
| Mud washing frequency             | Once a day |
| Stripped sour water               | YES |

Desalter Parameters

| Wash water rate, volume % of crude oil | 3-5% |
| Wash water pH                        | 7-9.5 |
| Operating /Design pressure, Kg/cm².g | 13/15 |
| Operating/ Design temperature, °C    | 125/150 |
| Salt @ the I/L and O/L               | 30/0.5 PTB |
| Oil content in Brine                 | 50 PPMV |

9.0 BRIEF OF PROCESS SYSTEM & CHEMICALS DOSING FACILITY

Crude from off sites is pumped by crude charge pumps CP221A/B through the first chain of the crude preheat train. Crude is preheated to the desalting temperature of 127°C by successive heat exchange with relatively low temperature fluids such as heavy naphtha, vacuum diesel CR, Kerosene, VGO, Kerosene CR and gas oil in the heat exchangers CE21 to CE27.

Stripped water from the sour water stripper unit is used for desalting. The stripped water is stored in the desalting water vessel CV31. Desalting water pumps CP 23A/B are used for injecting stripped water into the crude around 5-6% into the crude. The electric field in the Desalter breaks the emulsion and the brine and the water separate. The brine from the desalter is cooled and drained to WWTP. The desalted crude from desalter (CV30) is pumped by crude booster pumps CP222A/B. The crude passes through the exchanger into two equal streams for further preheating in the 2nd and 3rd chains of the preheat train. The second and the third chains of the preheat train consists of exchangers CE28 to CE35 and CE38 to CE45 respectively. The crude is successively preheated in
these chains against hotter streams like LVGO, LGO, HVGO, HGO, and HGO CR & VACUUM residue. After the preheat the crude attains a temperature of 280°C in the case of BH and 290 degC in the case of AM crude. The preheated crude is finally heated and vaporised in the crude furnace CH21 to 360 degC and introduced into the flash zone of the atmospheric column (CV21).
The atmospheric Distillation column is provided with 47 nos trays including six stripping trays below the flash zone where the reduced crude is stripped to remove diesel and lighter constituents. HGO, LGO, Kerosene and Heavy naphtha are withdrawn as side draw off products from the atmospheric column from tray nos 13, 18, 27 & 36 respectively and are steam stripped in the side stream strippers.

The product from the atmospheric column are withdrawn from the side strippers. Heavy naphtha is withdrawn from the stripper CV22, pumped by CP25A/B to the exchanger CE21 in the preheat train, cooled in HN cooler CE57 and blended to gas oil in tank farm. Provision is also given to route HN to stabilised naphtha/MS/NHDT.

LGO & HGO are withdrawn from LGO stripper CV24 and HGO stripper CV25 and are pumped by LGO product pumps CP229A/B & CP231 A/B respectively. GasOil passes through CE29 and HGO passes through CE43(M) & CE39. after these exchangers both these streams are mixed and pass as a final gas oil stream through CE26 in the preheat train. final cooling of the Gas oil takes place in Gas oil air fin cooler CE60 and gas oil trim cooler CE61 after which it is routed to storage.

In order to maximise heat recovery and balance tower loadings, heat is removed by the way of Kero CR, LGO CR & HGO CR. These CR's are withdrawn at the respective product draw off trays and are routed for heat recovery through Kero CR pumps CP26, LGO CR pumps CP28, HGO CR pumps CP30. Kero CR passed through CE25 & CE27. HGO CR is cooled in CE33. LGO CR passes through CE40 and also provides necessary heat to reboil the naphtha stabiliser.

The atmospheric Column overhead vapors are totally condensed in air fin and trim condensers and the condensed product is received in the crude column overhead accumulator CV33 from which a part is pumped to the atmospheric column as reflux while the balance is sent to naphtha splitter. A very minimum quantity of fuel gas is generated which is burnt off in the crude heater.

Naphtha Stabiliser

Naphtha is preheated by LGO product before it enters the stabiliser. Necessary heat to reboil the stabiliser is provided by LGO CR via the reboiler CE54A/B. The overhead vapors are condensed and a part of it is refluxed back to the stabiliser and a part is withdrawn as LPG product and sent to LPG amine treater unit.
Naphtha caustic and water wash facilities

The purpose of the Naphtha caustic wash is to remove H2S, naphthenic acid and mercaptans from the stabilised naphtha. Overhead naphtha directly flows to the caustic wash drum CV45 through a mixer valve, where it gets mixed with the circulating caustic. The thorough mixing enables the transfer of H2S and mercaptans from the hydrocarbon to caustic. Adequate residence time is given in CV45 for the hydrocarbon and the caustic phases to separate. The caustic is withdrawn from the bottom of CV45 and is pumped back by CP48A/B. Depending on the strength of the caustic fresh caustic is made up in the system.

The naphtha withdrawn from the top of CV 45 moves to the water wash drum CV46 through another mixing valve where it gets mixed with the circulating water to remove any entrained caustic in the hydrocarbon phase. The water is circulated back by the pump CP49. Naphtha flows to storage under its own pressure.

Vacuum Distillation Unit (VDU-II)

Hot reduced crude oil from the crude column at 360 degC, introduced into the flash zone of the vacuum column. The liquid portion of the feed drops into the bottom section of the tower and is withdrawn as vacuum residue. The tower bottom temperature is kept at 380 degC to reduce cracking during hold up in the tower. Quenching is achieved by returning a quench stream to the vacuum tower at 250 deg C after heat exchange between Vacuum residue and crude. The vaporised portion rises up the tower and is fractionated into four side stream products.

Slop distillate cut is withdrawn as the first side draw product by CP36. A part of the slop distillate is recycled to the inlet of the vacuum furnace and the balance is mixed with vacuum residue. The hydrocarbon vapor is condensed in the HVGO, LVGO, and Vacuum diesel sections by circulating refluxes to yield the side stream products. HVGO is withdrawn as the second side stream product along with the CR and the internal reflux to the wash zone by CP37. The circulating reflux is used to preheat crude in exchangers CE31, CE34, CE41, CE44 and is then returned to the top of the HVGO section. LVGO is the third side stream product drawn along with the CR through CP36. LVGO CR is returned to the top of the LVGO packing after exchanging heat with crude in CE28/CE38. The vacuum diesel is the fourth side stream product drawn along with CR. Vacuum diesel CR is returned to the top of the Vacuum Diesel packing after heat exchange with crude in CE22 and is further cooled in the Air cooler CE65 and trim cooler CE66. Vacuum diesel product is routed to gas oil pool after the air fin cooler and joins before the gas oil air cooler.

Vacuum is maintained by a three stage ejector system with surface condensers. The non condensable are routed to the vacuum furnace. Condensate from the hot well is pumped to, the sour water surge drum. The oil collected in the hot well is pumped to, the sour water surge drum. The oil collected in the hot well is pumped to slop oil header.

9.1 Brief critical details of CDU-2 overhead:

A. **Quantity of Wash Water at tube inlet of CE 50 Crude column air fin exchangers**

Sour water envisaged from CV33 is ~ 10-20 m³/hr.

a. **Metallurgy of Atmospheric Col top: Monel cladded Carbon steel**

b. **Metallurgy of Heat Exchangers CE 50 A-I:**

   Tubes - CS
c. **Metallurgy of Air Coolers**: CS

d. Piping network: Carbon Steel

**Shell Side of CE 51 over head condenser**

a) Service : Overhead Vapor of Crude Column.

b) Inlet / outlet temp : approx. 70 deg C / 40.0 deg C

c) Inlet /Outlet Pr : 1.1 Kg/cm².g/-

d) MOC : CS

**Tube Side of CE 51 over head condenser**

a) Service : Cooling Water

2. Inlet / Outlet temp : 33 deg C / 45 deg C;

   : Approx.2.5 kg/cm².

c) Inlet pr.

d) MOC : CS

This is only a brief description of overhead circuit and its metallurgy. The agency shall study the design in totality with metallurgy specifications and design operating parameters prior to quote for the job.
Design Operating Condition: CDU-3

<table>
<thead>
<tr>
<th>Parameters</th>
<th>Unit</th>
<th>CDU Main Column</th>
<th>Stabilizer</th>
<th>VDU</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feed</td>
<td>MT/HR</td>
<td>1327</td>
<td>152</td>
<td>693</td>
</tr>
<tr>
<td>Crude top pressure, kg/cm²g</td>
<td>1.9</td>
<td>8.6</td>
<td>21mm Hg a</td>
<td></td>
</tr>
<tr>
<td>Crude top temp</td>
<td>Deg C</td>
<td>133.6</td>
<td>66.5</td>
<td>60</td>
</tr>
</tbody>
</table>

Type of crude to be processed in CDU3:

In general, high sulphur and heavy crudes shall be processed. Occasionally a blend of high sulphur and medium sulphur crudes may also be processed in neat or blended form. Crude blends may vary considering availability and profitability. In general, the crudes envisaged to be processed are predominantly Arab Extra Light, Basrah Lt, Arab Medium, Iran mix(50-50), Kuwait, Arab mix (65:35), Bombay high, CB, Agbami, Bonny Light, Labuan, Qua-iboe, Saharan Blend, Yoho, Kimanis and Murban.

Crude Charge and Preheat Train 1

Crude from storage is pumped by OSBL crude pumps to the CDU/VDU plant battery limit at a pressure of 1.5 kg/cm²g and 30°C. The unit consists of Crude Charge Pumps (IC-P-101 A/B/C) which pumps the crude. The crude is first heated with AGO product stream in exchanger IC-E-101. The large quantity of low level heat available in the atmospheric column overhead vapors, is used to heat the crude in the Crude/Atm Column O/H exchanger (IC-E-102 A/B/C/D). This exchanger has four shells connected in parallel. This is followed by equal splitting of crude into two parallel trains achieved through Flow control valves. The crude picks up heat in the two parallel trains of preheat exchangers consisting of Crude / Light Kero Product (IC-E-103) and Crude / Heavy Kero CR (IC-E-104) exchangers in one leg and Crude / Hvky Kero Product (IC-E-105) and Crude / AGO Product (IC-E-106) exchangers in the other leg and crude is heated to 130.3°C before being routed to Desalter (IC-V-101A & 101B) for removal of salts and water.
A 2-stage Desalter IC-V-101A and IC-V-101B has been provided for removal of salt and water from the crude to desired level. The desalter is designed to handle feed salt content of ~57 ptb (max) and feed BS&W consist of 2.0 vol.% (max). Sufficient quantity of water is mixed with the crude upstream of desalter to dissolve the salts present in the crude. The desalting water is preheated in Desalter water/brine exchanger (IC-E-142A/B/C) before mixing with the crude in order to prevent fall in crude temperature. Strong electric field is applied in the desalter to break the oil water emulsion and achieve desired phase separation. The salt rich water phase (brine) from desalter is sent to the effluent treatment plant. The oil phase (treated crude) obtained from desalter top is sent for further processing under its own pressure. The first and second stage desalter vessels are connected in series. Piping provision is available for operating the desalter in parallel. The crude enters the first stage and desalted crude leaves from the second stage. The desalting water flow countercurrent to the crude flows. The fresh water enters the second stage and the brine solution leaves from the first stage desalter. Piping provision exists for maintenance bypass of any one stage to enable unit operation with only one stage in operation for short duration.

Pressure in the desalter is maintained by pressure control valve at the crude charge pumps (IC-P-101A/B/C).

Typically stripped sour water from Sour Water Stripper Unit shall be used for desalting. Provision to use service water / DM is also made. The Desalting Water is pumped from the Desalting Water Drum (IC-V-115) operating at atmospheric pressure through 2nd stage desalting water pump (IC-P-102 A/B). Desalting water is pumped under flow control to the Desalter Water/brine exchanger (IC-E-142 A/B/C). The water is heated to a temperature of 107.3°C before it is mixed with crude entering the 2nd stage Crude Desalter (IC-V-101B). Good mixing of crude and water is achieved through DPV provided at desalter inlet.

The water from 2nd stage Crude Desalter (IC-V-101A) is pumped by 1st stage desalting water pumps (IC-P-103 A/B) under level control of either stage. This water is mixed with the crude entering 1st stage desalter (IC-V-101A) through DPV. Hot brine from 1st stage crude desalter obtained at operating temperature rejects heat in the Desalting Water/Brine Exchanger (IC-E-142 A/B/C) and subsequently cooled to 40°C in Brine Cooler (IC-E-143A/B) before it is sent under interface level control of desalter to the Effluent Treatment Plant under its own pressure.

Normal Operating parameters

Desalter Pressure: 45kg/cm²
Desalter Temperature: 150 °C
Wash water flowrate: 56.7 M3/HR
Salt at desalter inlet: 30PTB
Pressure drop across mix valve: 0.7-0.8 bar a

Crude Preheat Train II and Preflash

The crude from 2nd stage Desalter outlet at a temperature of 125.3°C is routed under its own pressure to Crude Preheat Train II through a series of exchangers before it is fed to the Preflash Drum (IC-V-111) under drum level control. The crude is preheated by LVGO product in IC-E-107A/B followed by LVGO CR in IC-E-108A/B/C/D to a temperature of 162.2°C. Adequate pressure of crude is maintained upstream of level control valve to avoid any flashing.

The preheated crude from Train II is sent to the Preflash Drum which floats with the flash zone of atmospheric column through the prefash drum vapor line. The Preflash drum is a vertical vessel. The flashed vapor (about 2% wt on crude) is routed to atmospheric column flash zone. The liquid separated in the Preflash drum is pumped by Preflashed Crude Pumps (IC-P-104A/B/C) to crude preheat train-III.

Crude Preheat Train III

The topped crude from the Preflash drum is first heated in exchanger IC-E-110 by Vacuum Residue + Quench. The remaining part of Preheat Train-III consists of two parallel trains of exchangers. The crude is equally split between the two trains through flow control valves provided in each train. The first train consists of crude preheating by AGO product in IC-E-111, AGO CR in IC-E-112 A/B/C/D, HGO CR in IC-E-113 A/B, HVGO product in IC-E-114 A/B, VR + Q in IC-E-115 A ~D, HVGO CR in IC-E-116 A/B, and finally by Vacuum Residue + Quench in exchanger IC-E-109 A/B and IC-E-117. The second parallel train consists of crude preheating by AGO CR in IC-E-118 A/B, HGO CR in IC-E-119, VR product + Quench in IC-E-120, and finally with HVGO CR in IC-E-121 A~I.

The preheated crude temperature ex-preheat train-III is 305.5°C. The crude from preheat train-III is routed to two parallel Atmospheric Heaters (IC-H-101A & 101B) for final heating to the required temperature.

Vacuum Residue Circuit

Vacuum Residue + Quench from Vacuum Column bottom is pumped by VR + Quench Pump (IC-P-126A/B/C) to crude preheat train for heat recovery. The VR +Quench / crude
preheat train exchangers consists of IC-E-117, IC-E-109, IC-E-115A-D, IC-E-120 & IC-E-110 exchanger and then the stream is split into two streams. One stream as VR quench is returned back to the Vacuum Column under flow control cascaded with vacuum column bottom stream temperature.

The second stream as Vacuum Residue is further cooled in MP steam generator (IC-E-138A/B) followed by LP steam generator (IC-E-139 A/B). The VR stream is sent to product rundown under flow control cascaded with level controller at Vacuum Column bottom. Provision has been kept to send this hot VR to DCU along with slop product from upstream of steam generators. Alternatively VR is cooled in Tempered Water Cooler (IC-E-141A/B) before sending cold VR to storage at a temperature of 160 °C. Provision is also kept to route only VR without adding slop to BBU. In this alternative a part of VR from the outlet of preheat train is cooled in tempered water cooler IC-E-147 and routed to BBU.

BRIEF OF OVERHEAD PROCESS SYSTEM AND CHEMICAL DOSING FACILITY

CDU3 atmospheric column overhead vapor exchange heat with crude in shell side of ICE102-A/B/C/D. Over head product is further cooled in air fin coolers of ICE161 A-H before it is collected in hot reflux drum ICV112. Hydrocarbon vapors of ICV112 pass through air coolers of ICE162A-H followed by four trim water cooled condensers ICE126A/B/C/D and collected in cold reflux drum ICV113. Boot water of ICV112 and ICV113 are routed to SWS unit. Provision of service water / stripped water exists to use as wash water at individual tube inlet line of ICE 102A/B/C/D and ICE162A-P. Provision of adding water at inlet of preheat exchanger train (before Desalter) is provided.

Stabilizer overhead consists of water cooled condenser ICE133A-D.

VDU-3 overhead consists of two stage ejectors with inter-condensers and Liquid Ring Vapor pump as third stage.

Brief critical details of CDU-3 overhead:
A. Shell Side of IC-E-102A/B/C/D :

a) Service : Crude

b) Inlet / outlet temp : 45 deg C / 83 deg C

c) Inlet /Outlet Pr : 26.4 / 25.9 kg /cm2g

B. Tube Side of IC-E-102A/B/C/D

a) Service : Crude column overhead

b) Inlet / Outlet temp. : 109.1 / 102.26 deg C;

c) Inlet /outlet pr. : 1.9 / 1.45 kg/cm2.
C. Quantity of Wash Water at tube inlet of ICE- E-102A/B/C/D:

Sour water envisaged from ICV112 is ~ 39 m³/hr and from ICV113 is ~ 20 m³/hr.

a. Metallurgy of Atmospheric Col top: Carbon steel (Stress Relieved)

b. Metallurgy of Heat Exchangers ICE102A/B/C/D:

Shell / Tubes - KCS + 3mm / KCS

c. Metallurgy of Air Coolers : KCS

d. Piping network: Carbon Steel

Shell Side of ICE-148A/B/C/149:

a) Service : Overhead Vapor of Vacuum Column.

b) Inlet / outlet temp : approx. 157 deg C / 37.0 deg C

c) Inlet /Outlet Pr : ~ 77 MMHGA/ -

d) MOC : KCS

Tube Side of 144- E-148A/148B/149

a) Service : Cooling water

b) Inlet / Outlet temp. : 33 deg C / 41 deg C;

c) Inlet pr. : Approx.3.6 kg/cm².

d) MOC : KCS

This is only a brief description of overhead circuit and its metallurgy. The agency shall study the design in totality with metallurgy specifications and design operating parameters prior to quote for the job.

9.2 Chemicals dosing facilities available in CDU-2 and CDU-3 other than antifoulant

Chemicals used in CDU2 & CDU3:

Caustic Injection:

Caustic injection is not available in CDU2 & CDU3 for corrosion control.

Wash Water injection:
Wash water will be injected at overhead exchanger. Wash water injection dosing will be through control valve.

Chemicals used in CDU-3:

Corrosion inhibitor injection is available at Crude column overhead line, vacuum column column overhead and naphtha stabilizer overhead.

Neutralizing Amine

Neutralizing amine injection is available at Crude column overhead line and vacuum column overhead.

Wash Water injection:

Wash water will be injected at overhead exchanger ICE102 and ICE162.

9.2 Any of the chemical supplied should not have composition to affect any downstream catalyst units.
10. TENDER SPECIFICATION & VENDOR CONFIRMATION OF ACCEPTANCE DOCUMENT

Vendors to fill up each column of the TENDER SPECIFICATION AND VENDORS CONFIRMATION of ACCEPTANCE DOCUMENT as “Confirmed & Accepted”. No deviation is accepted. Suggestions/Recommendations if any to be given in a separate page but BPCL reserves the right to incorporate them during the programme. No preconditions will be accepted.

<table>
<thead>
<tr>
<th>S. No</th>
<th>TENDER SPECIFICATION &amp; VENDORS SCOPE OF THE JOB</th>
<th>Vendors Acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>SCOPE OF WORK &amp; SUPPLY</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Supply, transportation, storage &amp; preservation at site of all chemicals to be used in the programme.</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Chemicals to be used are crude antifoulant &amp; VR antifoulant</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Design, determine, action for dosing, monitor &amp; maintain required chemicals solution strength &amp; maintaining vendor’s required rate (ppmw / wt) for each chemical during the contract for maintaining required parameters.</td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Vendor shall use existing arrangement for dosing of chemicals or if required vendor should arrange proper arrangement for the dosing as per BPCL standard.</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Arrangement &amp; Installation of monitoring instruments, equipments, reagents for analysis &amp; allied onsite facilities.</td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Maintenance of all the items brought to site by the bidder for the programme under bidder’s scope.</td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Chemicals used in the programme are free from pollution hazards and conforms to local pollution regulation.</td>
<td></td>
</tr>
<tr>
<td>1.8</td>
<td>Chemicals used will not have adverse effect in any of the unit’s w.r.t. equipments /catalyst / product characteristics of downstream units etc.</td>
<td></td>
</tr>
<tr>
<td>1.9</td>
<td>Vendor shall check and ensure adequacy of present chemical addition system including vessel/piping metallurgy. Only existing dosing facilities at CDU 2 will be used. Vendor shall make site survey for obtaining the details facilities available at existing system. <strong>Note:</strong> - Empty drums after usage of chemicals will be taken out of refinery by vendor at his cost.</td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td>Programme to be conducted by a single vendor with single point guarantee for the complete system quoted.</td>
<td></td>
</tr>
<tr>
<td>1.11</td>
<td>Vendor to suggest the requirement of quill facility for antifoulant injection. If quill is suggested by the vendor, the</td>
<td></td>
</tr>
</tbody>
</table>
same has to be supplied by the vendor on returnable basis for each unit respectively.

<table>
<thead>
<tr>
<th>2.0</th>
<th>MONITORING &amp; REPORTING</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Deputation of competent technical personnel for services like co-ordination, monitoring, reporting, analysis etc. shall be provided for 24 hrs coverage. Resumes for the technical personnel shall be submitted for approval of BPCL prior to mobilize them at site. Minimum qualification of the personnel shall be graduation in chemistry with minimum two years of experience in similar field.</td>
</tr>
<tr>
<td>2.2</td>
<td>One programme coordinator exclusively for this programme will also be deputed for coordinating with vendors site supervisors, reviewing the data and providing necessary actions. The programme coordinator shall be available at site whenever client desires so. Minimum qualification of the programme coordinator shall be graduation in Field of science with minimum five years of experience in similar field.</td>
</tr>
<tr>
<td>2.3</td>
<td>Antifoulant Material properties are given in attachment 1 for reference. Details of the personnel appointed for this treatment programme shall be as per Attachment-2 of technical spec. Vendor has to furnish proven track record form as in Attachment-3</td>
</tr>
<tr>
<td>2.4</td>
<td>Listing of monitoring instruments, test methods for analysis of parameters, which are proven and conform to industry standards.</td>
</tr>
<tr>
<td>2.5</td>
<td>Testing of various streams from CDU &amp; VDU with frequency, testing and testing schedule with desirable value are listed in Attachment 4. In this case temperature profile to be monitored on regular basis.</td>
</tr>
<tr>
<td>2.6</td>
<td>Vendor shall submit the test procedures for all the items/elements (mentioned above) to be tested along with technical bid for BPCL’s review. Procedure for all testing shall be approved by BPCL. (if any testing to check performance of antifoulant)</td>
</tr>
<tr>
<td>2.7</td>
<td>The analysis results shall be randomly checked by BPCL as &amp; when desired / required. In case of any discrepancy, if arises, the same shall be retested. However, BPCL results will be used for final decision.</td>
</tr>
</tbody>
</table>
2.8 | In addition to daily reports, program coordinator shall provide weekly & monthly performance reports, the formats to be made by the vendor and approved by BPCL.

2.9 | Monitoring should be carried out on all days including Sundays & Holidays (Round the clock).

2.10 | Close coordination with BPCL Departments (Inspection, Process, Production, etc) has to be maintained for smooth implementation of programme.

2.11 | Programme co-coordinator shall submit weekly report stating performance indicators, chemical consumption, efficiency of operation in the format agreed with BPCL.

2.12 | Any additional consumption over and above recommended dosage will be supplied by the vendor to BPCL free of cost.

3.0 | **SPECIAL TERMS & CONDITIONS**

3.1 | No facility like boarding, lodging, etc. for vendor manpower shall be available from BPCL and shall be in bidder’s scope.

3.2 | Transportation arrangement for all personnel of the vendor shall be in the scope of vendor.

3.3 | Take into account all the upset conditions that may occur during period of contract. No extra compensation is permissible for any such upset conditions.

3.4 | Bidder must provide material safety data sheet for each chemical.

3.5 | At its own discretion BPCL will carry out testing of the chemicals supplied initially. In case of any deviation w.r.t quality & composition of these chemicals without adequate explanation the entire consignment of chemicals shall be rejected.

3.6 | Indicative dosage rate (ppm wt/wt) to be established within 15 days of stabilization period and the same shall be submitted to BPCL.

3.7 | Consumption of each Antifoulant during the programme will be calculated in Kg and ppm wt on crude & VR.

3.8 | Antifoulant consumption will be calculated in terms of Kg & ppm wt on crude flow & VR flow.

3.9 | The bidder should have research back up and R&D facility to solve the problems arising during ongoing treatment. Documentary evidence on this shall be submitted with bidding.
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.10</td>
<td>Bidder shall be given maximum one month time for mobilization and actual starting of the programme after issue of work order. However, the same shall be discussed during pre-bid meeting.</td>
</tr>
<tr>
<td>3.11</td>
<td>If the above mentioned requirements and other requirements mentioned elsewhere in this document are not met, the bidder’s offer is liable to be ignored at the discretion of BPCL.</td>
</tr>
<tr>
<td>3.12</td>
<td>At the end of the contract based on the overall performance, the programme may be extended again for another additional crude processing of 5.7 MMTPA for CDU2 and 12.78 MMTPA for CDU3 for estimated duration of one year on the same price rate, terms and conditions at the discretion of BPCL.</td>
</tr>
<tr>
<td>3.13</td>
<td>Vendors to ensure smooth supply of chemicals to avoid any stock out situation, which may hamper the related processes at site. <strong>Stock of minimum one month shall be available at site.</strong></td>
</tr>
<tr>
<td>3.14</td>
<td>Vendor shall submit lump sum cost for supply, execution, mixing, dosing, monitoring, reporting, analysis, coordination all other activities for antifoulant treatment programme for Crude &amp; VR including optimization for total crude processing of 5.7 MMTA for CDU2 and 12.78 MMTPA for CDU3.</td>
</tr>
</tbody>
</table>

### 4.0 PAYMENT TERMS & CONDITIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>100% payment shall be made on monthly basis based on consumption of chemicals certified by Technology department. PBG of 10% of the contract value to be submitted at the beginning of the contract period. If at any point of time the performance is found to be not satisfactory, the dosage rate will be increased (consulting with the vendor) more than recommended to compensate the poor performance &amp; the additional chemical used will be free issue by the vendor. If the performance remains poor even after the additional dosage, the chemical will be declared as failure &amp; the program will be called off. Penalty applicable, if any shall be recovered against PBG submitted by the vendor, based on technical report from Technology department.</td>
</tr>
<tr>
<td>4.2</td>
<td>Price quoted by the bidder should include all taxes &amp; duties, packing &amp; forwarding charges, transportation charges and transit insurance. Breakup of all the taxes considered to be given.</td>
</tr>
<tr>
<td>4.3</td>
<td>Bidder to confirm no foreign exchange involvement at any stage of the programme.</td>
</tr>
</tbody>
</table>

### 5.0 PERFORMANCE GUARANTEE & LIABILITIES
| 5.1 | The average normalized preheat temperature across hot preheat exchangers (post desalter) drop allowable maximum is 2.5 Deg C in the 6 month from the date of injection started. |
| 5.2 | Furnace inlet temperature of Crude & RCO side should not decrease 2.5 Deg C for six months from the date of injection started. |
| 5.3 | The normalization of the pre heat temperature with respect to crude intake and type of performance evaluation will be decided prior to starting of antifoulant programme. |
| 5.4 | Vendor has to give the recommended dosage rate during processing of various crudes & crude mixes such as Mumbai high, low sulfur, high sulfur and mix of these crudes |
| 5.5 | The vendor has to monitor & optimize the dosage rate on daily basis for various crude & crude mixes in consultation with BPCL. The deviation, if any, to be highlighted to BPCL operations incharge & technologists |
| 5.6 | On daily basis individual exchanger’s performance (based on Ud & Heat duty) to be monitored using heat exchanger fouling mathematical model |
| 5.6 | All the guarantees (point 5.1 to 5.6 of this table) are to be met simultaneously throughout the programme. |
| 5.7 | **Penalty on deviation of preheat**  
In case of deviation of guaranteed value for any parameter as specified in points 5.1 to 5.6 of this table, penalty will be imposed on the vendor as per the payments & performance conditions mentioned. Evaluation would be made on monthly basis for above parameters. |
| 5.8 | Shift coverage as per point 2.1 of this table shall be maintained. In case of non-compliance, penalty of Rs.5000/-per shift would be imposed on the agency. |
| 5.11 | Imposition of penalty (as mentioned in point 5.1 to 5.6 of this table) shall be made simultaneously together. |
| 5.12 | A stabilization period of 15 days will be considered at the start of the antifoulant programme during which period no penalty will be imposed on the vendor for deviation of parameters beyond acceptable / guaranteed range.  
Quantity of crude processed during the stabilization period would be considered in calculating total quantity of crude processed during the treatment period. However, in case of extension of this contract no stabilization period would be considered. |
Material description

### Crude antifoulant

<table>
<thead>
<tr>
<th>Sr. no</th>
<th>Physical properties</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Appearance</td>
<td>Yellow to amber liquid-Visual</td>
</tr>
<tr>
<td>2</td>
<td>Sp gravity @15 deg C</td>
<td>0.86-.99 (ASTM D 1298)</td>
</tr>
<tr>
<td>3</td>
<td>Flash point</td>
<td>&gt;60 Deg C (PMCC)</td>
</tr>
<tr>
<td>4</td>
<td>Pour point</td>
<td>Below 3 Deg C (ASTM D 97)</td>
</tr>
<tr>
<td>5</td>
<td>Kinematic Viscosity @38 deg C</td>
<td>40-330 Cst (ASTM D445)</td>
</tr>
<tr>
<td>6</td>
<td>Solubility in water</td>
<td>Insoluble</td>
</tr>
</tbody>
</table>

### VR antifoulant

<table>
<thead>
<tr>
<th>Sr. no</th>
<th>Physical properties</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Appearance</td>
<td>Yellow to amber liquid-Visual</td>
</tr>
<tr>
<td>2</td>
<td>Sp gravity @15.6 deg C</td>
<td>0.86-.93 (ASTM D 1298)</td>
</tr>
<tr>
<td>3</td>
<td>Flash point</td>
<td>Min 70 Deg C (PMCC)</td>
</tr>
<tr>
<td>4</td>
<td>Pour point</td>
<td>Below 34 Deg C</td>
</tr>
<tr>
<td>5</td>
<td>Kinematic Viscosity @38 deg C</td>
<td>32 Cst</td>
</tr>
<tr>
<td>6</td>
<td>Solubility in water</td>
<td>Insoluble</td>
</tr>
</tbody>
</table>

*These are supplier spec.*
INFORMATIONS ON THE PERSONNEL TO BE DEPLOYED BY THE BIDDER FOR THE JOB

<table>
<thead>
<tr>
<th>S. No.</th>
<th>DESCRIPTION</th>
<th>No. Of Personnel to be Deployed</th>
<th>Job Responsibility &amp; work place w.r.t. the said antifoulant programme</th>
<th>Qualification &amp; resume</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Managerial Staff</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Supervisory staff</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Technical Specialist</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Engineers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Skilled workers</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:

1. No. of personnel to be deployed shall be indicated for each phase of the job e.g. Initial stabilization, technical services etc.

2. Adequate number of well-experienced and qualified persons shall be deployed at site for analysis of quality, monitoring and maintain the system/reporting.

3. Staff deployed shall be on the payrolls of the company.

4. Provide the site organogram.

(Signature of Bidder)

Name----------------------

Seal of Company
PROVEN TRACK RECORD FORMAT

<table>
<thead>
<tr>
<th>S. NO</th>
<th>DESCRIPTION</th>
<th>As offered for this programme</th>
<th>As offered for other programme</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Name of the client</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>Address, Tel No., Fax No. &amp; Name of contact person</td>
<td></td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>Period of Programme</td>
<td></td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>Contract value along with copy of the work order</td>
<td></td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>Process area covered</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06</td>
<td>Monitoring parameters and their targets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07</td>
<td>Chemicals used in the programme</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>Brand names of the chemicals used in the programme</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Crude Antifoulant</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) VR Antifoulant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09</td>
<td>Dosage rate of chemicals in ppm (wt/wt)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Crude Antifoulant</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) VR Antifoulant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Basis of dosage rates</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Crude Antifoulant</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) VR Antifoulant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Crude slate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Refineries having three crude units , Wherein antifoulant treatment programme is/ was done by the vendor.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12a</td>
<td>Name of the clients</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12b</td>
<td>Address, Tel No., Fax No. &amp; Name of contact person</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12c</td>
<td>Period of Programme</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12d</td>
<td>Contract value along with copy of the work order</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12e</td>
<td>Process area covered</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Details of samples to be analysed with process parameters, specification and frequency

Following Process parameters to be monitored during antifoulant programme.

1. Temperature across crude preheat train exchanger & comparison with base case/design case at various crude processing
2. Monitoring of crude furnace inlet temperature at various crude processing
3. Monitoring of vacuum furnace inlet temperature at various crude processing.

ANNEX. 1 – CDU PFH

ANNEX. 2 – CDU 3 PFD