

	NUMALIGARH REFINERY EXPANSION PROJECT	
Tender Ref No : TP/0200663C/NRL/1020-001/1004		Page 1 of 10
NOTICE INVITING TENDER- GLOBAL OPEN TENDER		

TENDER DETAILS

JOB NAME: SUPPLY FOR MAKEUP+RECYCLE GAS COMPRESSOR at Numaligarh Refinery Limited

Tender Publish Date: 25-06-2021

Contact Details of EPCM:

Name: Mr. Krishan Pal Singh

E- Mail: krishan.singh@technipenergies.com

Ph.: +91 9873159556

Tender Schedule

SI No	Title	Date & Time
1	Tender Publish Date	25-06-2021
2	Tender document download start date	25-06-2021
3	Tender document download end date & time	05-08-2021 at 3.00 PM
4	Bid Submission start date	20-07-2021
5	Bid Submission end date & time	05-08-2021 at 3.00 PM
6	Bid opening date & time (Technical Bid)	06-08-2021 after 3.00 PM

SCOPE OF WORK:

On behalf of **OWNER (NRL)**, M/s. **Technip India Limited (TP)** as **EPCM** invites e-Bids for **SUPPLY FOR MAKEUP + RECYCLE GAS COMPRESSOR WITH ACCESSORIES** for **NREP** on **Open Global Competitive Bidding** under **Single Stage Two- Bid system (Part-1: Techno-Commercial Bid and Part -2: Priced Bid)** from competent Bidders with sound Technical and Commercial capabilities fulfilling the Qualification Criteria as stated in this NIT.

1.1 Brief Scope of Work

Design, Engineering, manufacturing, procurement of materials and bought out components, assembly at shop, Inspection including inspection by TPIA, Testing at manufacturer's works, packing, supply of MAKE UP + RECYCLE GAS COMPRESSORS (Tag no-1P30-KA-2782 A/B) with LO conslode, Cylinder Cooling water Console, Packing Cooling Console, Inter-stage stage coolers, Inter-stage KO drums and Spill Back cooler, and other accessories , 3D model, supply of Mandatory Spares, Erection start up spares & commissioning spares & special tools and tackles, supervision services , training and all Auxiliaries, details as per material requisition on FOT point of despatch for Indigenous bidders and FOB port of Exit for Foreign bidders for Numailgarh Refinery Limited, Golaghat, Assam, India..

Transit insurance shall be arranged by NRL.

(Detailed Scope mentioned in the Material Requisition No: **200663C-000-MR-1020-0001**)

1.2 Location of Work / Site :- Numaligarh Refinery Limited(NRL), Golaghat, Pin Code - 785699, Assam, India.

	NUMALIGARH REFINERY EXPANSION PROJECT	
Tender Ref No : TP/0200663C/NRL/1020-001/1004		Page 2 of 10
NOTICE INVITING TENDER- GLOBAL OPEN TENDER		

SALIENT FEATURES OF NOTICE INVITING TENDER (NIT)

1	Tender No.	TP/0200663C/NRL/1020-001/1004
2	Type of Tender	GLOBAL OPEN BIDDING (E-BIDDING)
3	Mode of Tendering	Open Global Tender- Single Stage, Two-Bid system
4	Name of Work	SUPPLY OF MAKEUP+ RECYLCE GAS COMPRESSORS for Numaligarh Refinery Limited
5	Tender Fee	NIL
6a	Last date of Receipt of Bidder's Queries for Pre-Bid Meeting.	Required - Latest by 7th July 2021.
6b	Pre-Bid Meeting	Pre-Bid Meeting at 11:30 Hrs on 9th July 2021 via Video Conferencing (Preferably Microsoft Teams).
7	Earnest Money Deposit (EMD)	Waived for Indigenous Bidders. Bidder needs to submit Bid Security Declaration and Modalities for waiver of EMD shall be as per Annexure J of ITB. MSE bidders need not to submit the Bid Security Declaration. For Foreign Bidders- USD 275,520 (Two Hundred Seventy Five Thousand Five Hundred Twenty only) . Rs 2.0 Cr. (Two Crore) in case EMD by Bidder's Indian Subsidiary. Please refer clause 23 of ITB for the submission of EMD.
8	Delivery Schedule	FOR INDIAN BIDDERS: 16 (Sixteen) Months on FOT Despatch Point basis from the date of LOA. Date of Lorry receipt (LR) shall be considered the date of delivery. FOR FOREIGN BIDDERS: 15 (Fifteen) Months on FOB international Port of Exit basis from the date of LOA. Date of clean bill of lading shall be considered the date of delivery. Note: Delivery of the material within the stipulated period is the principal essence of this tender. Offers not meeting the delivery schedule shall not be considered for evaluation.



NUMALIGARH REFINERY EXPANSION PROJECT



Tender Ref No : TP/0200663C/NRL/1020-001/1004

Page 3 of 10

NOTICE INVITING TENDER- GLOBAL OPEN TENDER

BIDDER QUALIFICATION CRITERIA (BQC)

Intending Bidders shall meet the minimum qualification criteria detailed below to qualify. The Bidders shall have to furnish proof of their qualification credentials and other relevant documents mentioned in the Bidding Document along with the Part-I (Techno-commercial bid).

TECHNICAL EXPERIENCE CRITERIA:

9.1

- 1) The Bidder for the complete unit shall be an established manufacturer of reciprocating compressor (as per API 618) and shall also be the manufacturer of proposed compressor having adequate engineering, manufacturing & testing facilities for the same.
- 2) The Bidder shall have engineered, designed, packaged, tested and supplied from the proposed manufacturing plant (in last 15 years) at least ONE (1) reciprocating gas compressor (as per API 618), which is from the same model series and having same type of driver, having similar driver power rating as offered. As a minimum, the same shall have completed ONE (1) year of satisfactory operation at site as on bid due date.
- 3) The Bidder besides satisfying the requirements of clause 1) & 2) above shall also be the packager of the complete system proposed and shall have single point responsibility for the entire package.
- 4) In case the Bidder is a licensee/ subsidiary and does not possess the manufacturing experience of the proposed Compressor Frame at his own manufacturing plant, the Bidder may propose to supply the complete package with duly mechanical run tested bare compressor (together with cylinder assemblies etc.) sourced from the Bidder's licensor who shall also be a regular manufacturer of the proposed Compressor, provided the Bidder meets the following criteria:
 - a) The Bidder shall be a regular & established manufacturer / packager of reciprocating gas compressors (as per API 618) and shall be a licensee/ subsidiary and shall meet the requirements as below.
 - b) The bidder shall have executed from the proposed manufacturing plant (in last 15 years) TWO (2) nos. orders for electrical motor driven reciprocating gas compressor packages (as per API 618) having at least 50% or higher power rating as compared to the offered package and shall have completed ONE (1) year of satisfactory operation at site as on bid due date. (This requirement is considering that the bare compressor along with cylinder assembly duly tested is imported from the foreign principal and only packaging is done in the proposed manufacturing plant).
 - c) Bidder's licensor meets the equipment qualification criteria as per cl. 5) below with respect to the proposed compressors.
 - d) The Bidder shall source the duly mechanical run tested bare compressor (together with cylinder assemblies etc.) from the licensor and the Bidder's license agreement is valid and continues to remain valid till, at least TWO years after the delivery of the compressors. Necessary documents to establish that Bidder has requisite facilities and has been authorized to package the proposed compressor model/frame shall be furnished in the Bid.



NUMALIGARH REFINERY EXPANSION PROJECT



Tender Ref No : TP/0200663C/NRL/1020-001/1004

Page 4 of 10

NOTICE INVITING TENDER- GLOBAL OPEN TENDER

- e) Scope matrix between foreign principal and subsidiary for the reference packages meeting the above qualification requirements supplied from the proposed manufacturing plant to be provided by foreign principal. (The scope matrix meeting the requirements will be followed for the supply of the package).
- f) The Licensor furnishes a back-up guarantee regarding design, mechanical integrity and performance of the machine equivalent to as if the machines were packaged & supplied by them.

5) Acceptance criteria for Equipment

- For Reciprocating Compressor:

A) The compressor model frame offered shall be from regular manufacturing range of the Bidder and shall meet the following qualification requirement –

Compressor shall be identical in model / frame size, frame rating & maximum allowable continuous rod loadings and similar in terms of Driver rating, stroke length, rotational speed, piston liner speed, Inlet & Discharge pressures and temperatures, Service (i.e. type of gas handled such as H₂, N₂ etc.), Cylinder assemblies, No. of throws / cylinders, Mechanical design, Materials etc. as compared to at least ONE (1) Unit designed, manufactured, tested and supplied from the proposed manufacturing plant (in last 15 years) and the same shall have completed ONE (1) year of satisfactory operation at site, as on bid due date.

In case all the above parameters are not available from single past reference, more than one reference may be cited to satisfy the above qualification requirement.

9.2

As an alternative, Bidder may show to the satisfaction of purchaser, that the equipment offered is comprised of modules such as frame (crankcase), cylinder assemblies etc. each of which individually satisfies the requirements specified above.

B) Acceptance criteria for ehydrocom step-less capacity control system

The offered ehydrocom step-less capacity control system shall be a field proven system and shall have at least ONE (1) working reference of ONE (1) year satisfactory operation for a compressor package of similar driver rating, number of cylinders/valves and cylinder sizes.

NOTE: The FIFTEEN(15) year time period mentioned above shall be reckoned as on the date of issue of enquiry

- 1) All design qualification tests shall be witnessed and certified by NRL approved third party agency.
- 2) Proven Track Record -The vendor shall complete the Experience Record Proformas as enclosed in the inquiry specification to amply prove that the Equipment's offered meet the EQC for technical acceptance. Vendor may furnish additional information to justify that the EQC is being met. In addition, manufacturer's catalogue and general reference list for all the above equipment shall also be furnished along with the proposal.

COMMERCIAL EXPERIENCE CRITERIA:- Deleted

9.3

Deleted



NUMALIGARH REFINERY EXPANSION PROJECT



Tender Ref No : TP/0200663C/NRL/1020-001/1004

Page 5 of 10

NOTICE INVITING TENDER- GLOBAL OPEN TENDER

9.4	FINANCIAL CRITERIA:																					
9.4.1	The Average Annual Turnover of Bidder shall be equal to or more than ₹ 27.25Cr. for Indian Bidders & USD 3,753,575 for Foreign bidders during preceding 3 (Three) Financial Years. For fulfilling the Financial criteria (ATO) an audited balance sheet and profit & loss account of the Bidder shall be considered as acceptable proof. Published Annual Report available in the public domain shall also be acceptable. Note: If the financial Statement(s) is prior to implementation of GST, and the Excise Duty is shown extra in the Financial Statement, the Turnover shall be inclusive of Excise Duty but excluding other income.																					
9.4.2	Bidder shall have Positive Net Worth for the immediate preceding financial year as per the latest Audited Report. To establish the Positive Net Worth, Bidder shall furnish the latest Audited Financial Statement including Auditors reports, Audited Balance Sheet, Profit & Loss Account, Notes, Annexure (if any) etc. In case Net worth is negative in the immediate preceding financial year, the bid shall be rejected. The net worth means paid up share capital, share application money pending allotment* and reserve # less accumulate losses and deferred expenditure to the extent not written off. Net worth shall be calculated using the following formula: # Reserves to be considered for net-worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation. *Share application money pending allotment will be considered only in respect of share to be allotted. Accordingly, the definition of net-worth shall be as follows: <table><tr><th>Description</th><th>Values (in currency)</th><th>Reference (Page no., Clause etc.)</th></tr><tr><td>Paid up Share capital (A)</td><td></td><td></td></tr><tr><td>Add: Share Application Money pending allotment (B)</td><td></td><td></td></tr><tr><td>Add: Reserves (As defined above) (C)</td><td></td><td></td></tr><tr><td>Less: Accumulated Losses (D)</td><td></td><td></td></tr><tr><td>Less: Deferred Revenue Expenditure to the extent not written off (E)</td><td></td><td></td></tr><tr><td>Net Worth (A+B+C-D-E)</td><td></td><td></td></tr></table>	Description	Values (in currency)	Reference (Page no., Clause etc.)	Paid up Share capital (A)			Add: Share Application Money pending allotment (B)			Add: Reserves (As defined above) (C)			Less: Accumulated Losses (D)			Less: Deferred Revenue Expenditure to the extent not written off (E)			Net Worth (A+B+C-D-E)		
Description	Values (in currency)	Reference (Page no., Clause etc.)																				
Paid up Share capital (A)																						
Add: Share Application Money pending allotment (B)																						
Add: Reserves (As defined above) (C)																						
Less: Accumulated Losses (D)																						
Less: Deferred Revenue Expenditure to the extent not written off (E)																						
Net Worth (A+B+C-D-E)																						

	NUMALIGARH REFINERY EXPANSION PROJECT	
Tender Ref No : TP/0200663C/NRL/1020-001/1004		Page 6 of 10
NOTICE INVITING TENDER- GLOBAL OPEN TENDER		

	For 9.4.1 above, in case the Financial Year closing date is within 9 months of bid due date and Audited Annual Report of immediate preceding financial year is not available, bidder has the option to submit the financial details of the previous year immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate preceding financial years. Example, in case, Audited Annual Report of immediate preceding Financial Year (year ending 31st March) is not available and where bid closing date is up to 31st December, the financial details of the previous year immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31st December, it is compulsory to submit the financial details of the immediate preceding financial year only. Any of the following documents furnished by the bidder in support of above clause shall be acceptable: A) Audited published Annual Report ; OR B) Audited Balance Sheet and Profit & Loss statement; OR C) Financial statements duly certified by a practicing Chartered Accountant (not being an employee or a Director and not having any interest in the bidder's company) where audited accounts are not mandatory as per law. Audited Annual Report / financial statements needs to be accompanied with UDIN number, which is mandatory from July 2019 onwards. Any Financial Report which is issued after July 2019 onwards without UDIN shall not be considered for evaluation. The failure to meet Annual Turnover (ATO) criteria as per clause 9.4.1 & Net Worth Criteria as per clause 9.4.2 mentioned above will render the bid to be summarily rejected.
9.4.3	Working Capital: The Bidder must have a minimum Working Capital of amount equivalent to ₹ 9.08Cr for Indian Bidders & USD 1,251,000 for Foreign bidders as per immediate proceeding financial year Audited Annual Report. Working Capital shall be Current Assets minus Current Liabilities. If the bidder's working capital is inadequate, the bidder should furnish a letter for line of credit from any scheduled bank in India or a commercial bank having net worth not less than INR 100 Crore, confirming the availability of the fund based line of credit for the respective amount specified above, irrespective of overall position of the working capital.
10	DOCUMENTATION
10.1	The bidder shall, in his own interest, furnish complete documentary evidence, as under, to justify that the bidder meets the Qualification Criteria as given above.



NUMALIGARH REFINERY EXPANSION PROJECT



Tender Ref No : TP/0200663C/NRL/1020-001/1004

NOTICE INVITING TENDER- GLOBAL OPEN TENDER

Page 7 of 10

For Technical Criteria:

Bidder shall submit the following documents to establish that the bidder meets the Qualification requirements as per clause no. 9.1 above of this document:

10.2

- a) Filled in Experience Record proformas (PTR) for the offered Reciprocating Compressor as per format attached with the inquiry.
- b) Documentary evidence like Piping and Instrumentation diagrams, datasheet & performance curve of Reciprocating Compressor and datasheet of Main driver.
- c) Documentary evidence like copies of Purchase Order and Inspection release note (IRN), towards meeting PTR requirements in the above clause based on which qualification is sought.
- d) Bidder shall also furnish certificate from Owner/ PMC towards operation for a minimum period of One (1) year to justify the criteria wrt operation period. Alternatively, Certificate issued by CEO or CFO or Company Secretary of Bidder is also acceptable. In such a case, bidder shall submit certificate / undertaking from CEO or CFO or Company Secretary of the bidder on their letter head indicating "The referenced Package unit of the proposed item/s has been in operation for a minimum period of 12 months as on bid due date."
- e) Latest Product Catalogue of the manufacturer for the proposed package unit.

For Commercial Criteria:- Deleted



NUMALIGARH REFINERY EXPANSION PROJECT



Tender Ref No : TP/0200663C/NRL/1020-001/1004

NOTICE INVITING TENDER- GLOBAL OPEN TENDER

Page 8 of 10

General Notes for Submission of Documents.

A Company (bidder) shall not be allowed to use the credentials of its parent or any group company to meet the Experience Criteria.

- (i) Submission of authentic documents is the prime responsibility of the bidder.
- (ii) Wherever NRL has concern or apprehension regarding the authenticity / correctness of any document, NRL reserves the right of getting the documents cross verified from the document issuing authority.

“Notwithstanding any other condition/ provision in the tender documents, bidders are required to submit complete documents pertaining to BQC along with their offer. Failure to meet the BQC will render the bid to be summarily rejected. NRL reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents /clarifications

In case a foreign bidder submits any of the Pre Qualification support documents in any language other than English, then it will be the responsibility of such foreign Bidder to also provide the English translation copy of the same duly certified, stamped and signed by their Local Chamber of Commerce.

10.3

For Foreign orders in currency other than USD, the same shall be converted to USD on the date of the said Purchase Order.

The requirement for submission of audited financial statement is sometimes not accepted by some foreign bidders due to their internal / local regulation (particularly in case such bidders are subsidiaries of other foreign company). Instead of this they prefer to submit CEO / CFO certificate (the parent company for itself or for its subsidiary) for their turnover or the financial statement.

In such case CEO / CFO's certificate in original from the company or from the parent company (in case bidder is a subsidiary) stating the turnover of the bidding entity along with a declaration that the bidding company is not in a position to submit its financial statement as per the local / internal regulation (clearly specifying the applicable regulation) with an endorsement by Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) may be accepted.

Wherever Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) is not in a position to endorse such CEO / CFO's certificate due to local regulations, CEO / CFO's certificate in original without endorsement may be accepted provided a reference of the local regulation restricting this endorsement is given in the CEO / CFO certificate.



NUMALIGARH REFINERY EXPANSION PROJECT



Tender Ref No : TP/0200663C/NRL/1020-001/1004

Page 9 of 10

NOTICE INVITING TENDER- GLOBAL OPEN TENDER

Similarly in case where the bidder cites the reasons of Non Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the experience criteria, a certificate, in original, certifying all the required information, issued by CEO / CFO of the company along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) may be accepted.

Wherever Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) is not in a position to endorse such CEO / CFO's certificate due to local regulations, CEO / CFO's certificate in original without endorsement may be accepted provided a reference of the local regulation restricting this endorsement is given in the CEO / CFO certificate.

11

Mode of Submission

Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Tenderer/Contractors are advised to follow the instructions provided in the 'Instructions to the Bidders' for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <http://eprocure.gov.in/eprocure/app>.

For any assistance you may please contact our service provider personal: Dhiraj Mohan Saikia, Phone No. 03776 – 265774, email : z_tender@nrl.co.in

Bid submission or queries relating to CPP Portal in general may be directed to the CPP Portal Helpdesk at 0120- 4200462 / support-eproc@nic.in

12

Language

English

13

Bid Validity

4 Months from the bid due date/extended due date

	NUMALIGARH REFINERY EXPANSION PROJECT	
Tender Ref No : TP/0200663C/NRL/1020-001/1004		Page 10 of 10
NOTICE INVITING TENDER- GLOBAL OPEN TENDER		

SUMMARY OF TENDER:

1	Integrity Pact Agreement	Applicable
2	Reverse Auction	Not applicable for this Tender
3	Consortium/JV Bidding	Not applicable for this Tender
4	Performance Bank Guarantee (PBG)	Applicable
5	Benefits/Preference for MSE	Purchase preference only applicable
6	Opportunity to Startup's and Micro & Small Enterprises (MSE'S):	Relaxation to BQC/PTR not applicable for this Tender
7	PP-LC 2020-21	Applicable
8	DMEP	Not applicable for this Tender
9	DMI&S Policy	Not Applicable
10	NDA	Applicable
11	Office Memorandum regarding compliances related to any bidder from a country which shares a Land Border with India.	Applicable

L S Nagi
GM – Procurement

For and on behalf of
Technip India Limited



Chevron Lummus Global
100 Chevron Way
Suite 10-1522
Richmond, CA 94801
USA
Tel: +1 510 242 4882
www.chevronlummus.com

Date

Supplier

.....
.....
.....
.....
.....

Ladies and Gentlemen:

CHEVRON LUMMUS GLOBAL LLC ("CLG"), a Delaware limited liability company, wishes to make available to ("Recipient"), and Recipient has indicated it wishes to receive information relating to CLG ISOCONVERSION, CLG ISOCRACKING, CLG ISOTREATING, CLG ISODEWAXING, CLG ISOFINISHING, CLG LC-FINING, CLG LC-MAX, CLG ISOMIX®-e, CLG LC-SLURRY, CLG Coking, CLG RDS (Residue Desulfurization), CLG VRDS (Vacuum Residue Desulfurization), CLG OCR (On-stream Catalyst Replacement), CLG UFR (Up Flow Reactor) and CLG SDA (Solvent Deasphalting) process technologies ("Confidential Information").

We further understand that Recipient desires to receive such Confidential Information for its use in connection with (a) preparing process designs for specific ISOCONVERSION, ISOCRACKING, ISOTREATING, ISODEWAXING, ISOFINISHING, LC-FINING, LC-MAX, ISOMIX®-e, LC-SLURRY, Coking, RDS, VRDS, OCR, UFR or SDA process technology units under license from CLG, based on process conditions for such units furnished by CLG as part of Confidential Information; (b) bidding on construction contracts for such units; (c) preparation of detailed engineering specifications for such units; and (d) construction and maintenance of such units for **Numaligarh Refinery, Numaligarh** (the "Purposes").

Since Confidential Information embodies CLG's confidential and proprietary, trade secret information, CLG will make certain of Confidential Information available to Recipient that is sufficient, in CLG's sole opinion, to enable Recipient to carry out the Purposes, provided Recipient agrees with CLG as follows:

1. Confidential Information made available to Recipient under this Agreement, whether directly or indirectly by CLG, shall be used by Recipient only for the Purposes.
2. Recipient shall not disclose any of Confidential Information to others, including any of Recipient's affiliates, without CLG's prior written authorization, except that Recipient may disclose Confidential Information to third parties including Vendors, Subcontractors who

would be involved in the said purpose who need to know the Confidential Information for the Purposes, provided such third parties have first entered into a confidentiality agreement with Recipient containing restrictions on use and disclosure of Confidential Information not less stringent than the provisions of this Agreement. Recipient will be liable to CLG for unauthorized use or disclosure of Confidential Information or other breach of such third-party confidentiality agreements.

3. Recipient will not make copies of Confidential Information or portions thereof for any purpose other than the Purposes, and Recipient will, on request, return to CLG all Confidential Information furnished to Recipient, including all copies thereof, if any, made by Recipient.
4. The provisions of Paragraphs 1, 2 and 3 above shall not apply to any portion of Confidential Information that:
 - (a) was in Recipient's possession prior to its receipt of the same, directly or indirectly, from CLG, or
 - (b) was at the time of first disclosure to the Recipient, or thereafter becomes through no act or failure to act on Recipient's part, generally known on a nonconfidential basis in the hydrocarbon processing industry, or
 - (c) was independently developed by the Recipient without access to or use of the Confidential Information, or
 - (d) corresponds in substance to information furnished to Recipient by third parties as a matter of right without restriction on disclosure.

Confidential Information shall not be deemed to be within one of the foregoing exceptions if it is merely embraced by more general information available on a nonconfidential basis or in the Recipient's possession. In addition, any combination of features shall not be deemed to be within the foregoing exceptions unless the combination itself and its principle of operation are embraced by corresponding information that is within one of the foregoing exceptions.

5. The terms CLG ISOCONVERSION process technology, CLG ISOCRACKING process technology, CLG ISOTREATING process technology, CLG ISODEWAXING process technology, CLG ISOFINISHING process technology, CLG LC-FINING process technology, CLG LC-MAX process technology, CLG ISOMIX®-e process technology, CLG LC-SLURRY process technology, CLG Coking process technology, CLG RDS (Residue Desulfurization) process technology, CLG VRDS (Vacuum Residue Desulfurization) process technology, CLG OCR (On-stream Catalyst Replacement) process technology, CLG UFR (Up Flow Reactor) process technology and CLG SDA (Solvent Deasphalting) process technology are proprietary names and Recipient agrees that a statement to such effect, in a form CLG may specify, shall be included by Recipient in connection with all written material prepared or used by Recipient in which the terms are used.

6. Recipient hereby agrees to use Confidential Information in accordance with the terms of this Agreement, and in accordance with any applicable standards, codes, regulations and laws. Recipient shall indemnify, defend and hold CLG harmless against any and all claims relating to Recipient's use of Confidential Information.
7. **Confidential Information is being disclosed on an "as is" basis, and CLG makes no representations or warranties, express or implied, regarding the quality, quantity, value, condition, completeness or accuracy of Confidential Information. CLG shall have no responsibility or liability to Recipient or any other party relating to Recipient's use of Confidential Information.**
8. This Agreement does not and shall not be construed to grant any rights, express or implied, to Recipient under patents licensable by CLG.
9. If Recipient, alone or in conjunction with others, makes an invention or discovery, whether patentable or unpatentable, arising from the Purposes or Recipient's access to or use of Confidential Information, Recipient will promptly disclose such inventions or discoveries to CLG. Recipient will assign and hereby does assign all rights to any such inventions and/or discoveries to CLG or its nominee. Recipient will not use such inventions and/or discoveries except for the Purposes and will not disclose such inventions and/or discoveries to others. If requested, Recipient will assist CLG in the filing of patent applications on such inventions and/or discoveries. CLG will bear the expenses associated with such patent applications.
10. The parties shall not disclose this Agreement or the identity of the other party to any third party, without the other party's prior written approval. The parties shall not use or disclose the other party's, or their affiliates' logos, trademarks, or other trade indicia for any reason, without the other party's prior written approval.
11. Nothing in this Agreement shall be construed as obligating either party to enter into any commercial arrangement or agreement with the other party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee relationship or to require either party to be responsible for any obligations other than those expressed in this Agreement.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A., without regard to any principles of conflicts of law.
13. Conflicts of interest relating to this Agreement are strictly prohibited. Except as otherwise expressly provided herein, no director, employee or agent of either party or their subcontractors or vendors shall give to or receive from any director, employee or agent of the other party any gift, entertainment or other favor of significant value, or any commission, fee or rebate. Likewise, no director, employee or agent of either party or its subcontractors or vendors shall, without prior written notification thereof to the other party, enter into any business relationship with any director, employee, or agent of the other party or any affiliate, unless such person is acting for and on behalf of such party. Each party shall promptly notify the other party of any violation of this Paragraph and any consideration received as a result of such violation shall be paid over or credited to the

other party. Additionally, in the event of any violation of this Paragraph, including any violation occurring prior to the date of this Agreement, resulting directly or indirectly in the other party's consent to enter into this Agreement, that party may, at its sole option, terminate this Agreement at any time. Any representatives authorized by CLG may audit any and all records of Recipient and its subcontractors and vendors for the sole purpose of determining whether there has been compliance with this Conflicts of Interest Paragraph.

14. Neither party nor its employees, agents, or subcontractors, or their subcontractors' employees or agents, may directly or indirectly offer or make any payment or offer or give anything of value to any official of any government, public international organization, or political party (including any officer or employee of any department, agency, or instrumentality of any government or public international organization), to any candidate for political office, or to any political party to influence his/her or its decision, or to gain any other advantage for either party in connection with this Agreement. The parties shall immediately notify the other party of any violation of this Paragraph and shall immediately reimburse the other party an amount equal to the amount of the payment or the value of the gift to such an official which gives rise to such violation. Each party shall hold the other party harmless for all losses and expenses arising out of such violation. In the event of any violation of this Paragraph, the other party may, at its sole option, terminate this Agreement at any time. The parties and their agents, subcontractors, and vendors of any tier shall maintain true and correct records in connection with this Agreement and all transactions related thereto and shall retain all such records for at least twenty-four (24) months after termination of this Agreement. Any representative(s) authorized by CLG may audit any and all records of Recipient and any such subcontractor or vendor for the sole purpose of determining whether there has been compliance with this Paragraph.
15. CLG and Recipient agree that it is not anticipated that any personal data will be processed by Recipient on behalf of CLG under or as a result of this Agreement (other than as contained within the terms of the Agreement). If Recipient begins to process personal data on behalf of CLG, Recipient will immediately notify CLG and the parties will incorporate appropriate data protection provisions into this Agreement.
16. The parties understand and acknowledge that Confidential Information and other technical information (including, but not limited to, data, plans, manuals, specifications, flow sheets, and drawings furnished directly or indirectly, in writing or otherwise, by CLG) made available under this Agreement and/or related agreements, and the direct products thereof, are subject to U.S. Export Administration Regulations and U.S. trade sanctions. The parties shall adhere to the U.S. Export Administration Regulations and U.S. trade sanctions and shall not export or re-export any technical information or the direct products of such technical data to any proscribed country or end-user listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government, if such authorization is required. CLG shall not be obligated to perform any obligations hereunder if and to the extent that any such performance is prohibited by or contrary to any applicable U.S. export regulation or trade sanction.

17. This Agreement shall remain in effect for a term of two (2) years from the Effective Date. Recipient's obligations of confidentiality and restricted use set forth hereunder shall continue for twenty five years (25 yrs.) after termination of this Agreement.

Very truly yours,

CHEVRON LUMMUS GLOBAL LLC

Understood and Agreed:

[.....]

By _____

(Print Name)

Title _____

By _____

(Print Name)

Title _____