

	NUMALIGARH REFINERY EXPANSION PROJECT	
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NOTICE INVITING TENDER- GLOBAL LIMITED TENDER		

TENDER DETAILS

JOB NAME: SUPPLY FOR Cr-Mo-V / Cr-Mo PRESSURE VESSELS at Numaligarh Refinery Limited

Tender Publish Date: 02-07-2021

Contact Details of EPCM:

Name: Mr. Krishan Pal Singh

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Ph.: +91 9873159556

Tender Schedule

SI No	Title	Date & Time
1	Tender Publish Date	02-07-2021
2	Tender document download start date	02-07-2021
3	Tender document download end date & time	10-08-2021 at 3.00 PM
4	Bid Submission start date	10-08-2021
5	Bid Submission end date & time	17-08-2021 at 3.00 PM
6	Bid opening date & time (Technical Bid)	18-08-2021 after 3.00 PM

1. SCOPE OF WORK:

On behalf of **OWNER (NRL)**, M/s. **Technip India Limited (TP)** as **EPCM** invites e-Bids for **SUPPLY FOR Cr-Mo-V / Cr-Mo PRESSURE VESSELS** for **NREP** on **Global Limited 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 .

1.1 Brief Scope of Work

Design, engineering, procurement, fabrication, inspection, testing, transportation, route survey (if required), and supply of the **Cr-Mo-V / Cr-Mo PRESSURE VESSELS** till KOLKATA/ HALDIA PORT for LCF HP/HT Separator , Tag no-1P30-VV-2631 (unloading on River going Barge with Ship's Crane) to be installed at Numaligarh Refinery Limited(NRL), Assam. Balance Tags to be despatched directly to NRL Site.

Transit insurance shall be arranged by NRL.

The transportation of Templates and Spares upto NRL Site is in Bidders scope for which Bidder has to consider the price in his basic quoted prices.

(Detailed Scope mentioned in the Material Requisition No: **TP-200663C-000-MR-0410-0001**)

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

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2. Completion Time / Delivery Period and Delivery Basis:

2.1 Bidders to consider following Delivery period from the date of Letter of Award. LR date of Indigenous bidders and date of clean bill of lading for Foreign bidders shall be considered for All Tags except for LCF HP/HT Separator , Tag no-1P30-VV-2631. The date of receipt of material in NRL / NRL nominated Transporter's custody at Kolkata / Haldia Port shall be considered as the date of delivery for Tag no 1P30-VV-2631, LCF HP/HT Separator. Templates and spares shall be despatched directly to Project Site at NRL.

S.no	Equipment Details	Delivery Period for Indigenous Bidder	Delivery Period for Foreign Bidder	Freight Charges to Consider
1	LCF HP/HT Separator , Tag no-1P30-VV-2631	14 months CFR Kolkata/Haldia port	14 months CFR Kolkata/Haldia port	Up to CFR Kolkata/Haldia port for main Equipment But templates and spares to be despatched directly to Project Site at NRL.
2	HDT HP/MT Separator Tag no-1P31-VV-2634	14 months FOT point of despatch	13 months FOB International port of Exit	Up to Project Site at NRL
3	LCF HP/MT Separator ,Tag no-1P30-VV-2731	14 months FOT point of despatch	13 months FOB International port of Exit	Up to Project Site at NRL
4	HDT HP/LT Separator,Tag no-1P31-VV-2732	14 months FOT point of despatch	13 months FOB International port of Exit	Up to Project Site at NRL

2.2 Delivery is of the highest consideration & above is the maximum delivery period. Offers not meeting the delivery requirement will be rejected.

2.3 Price reduction schedule for delay in delivery shall be applicable as per ITB.

SALIENT FEATURES OF NOTICE INVITING TENDER (NIT)

1	Tender No.	TP/0200663C/NRL/0810-001/1005
2	Type of Tender	GLOBAL LIMITED COMPETITIVE BIDDING (E-BIDDING)
3	Mode of Tendering	Limited Tender- Single Stage, Two-Bid system
4	Name of Work	SUPPLY OF Cr-Mo-V / Cr-Mo PRESSURE VESSELS for Numaligarh Refinery Limited
5	Tender Fee	NIL



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6a	Last date of Receipt of Bidder's Queries for Pre-Bid Meeting.	Required - Latest by 16th July 2021.
6b	Pre-Bid Meeting	Pre-Bid Meeting at 11:30 Hrs on 19th July 2021 via Video Conferencing (Preferably Microsoft Teams).
7	Earnest Money Deposit (EMD)	Not Applicable
8	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	
9	Language	English
10	Bid Validity	4 Months from the bid due date/extended due date
11	Transportation Scope.	Please refer Material requisition (MR)
12	Non-Disclosure Agreement (NDA / Licenser)	Cutoff Date for Submission of NDA:- 10th-July-21 Only the Commercial Part and Priced Part of the Bidding Document along with the Confidentiality Agreement Format are being issued and uploaded on the e-tendering portal (http://eprocure.gov.in/eprocure/app). Technical Part (i.e., MR) of the bidding document is not issued / uploaded on the e-tendering portal (http://eprocure.gov.in/eprocure/app). Bidders will be required to execute a separate Confidential agreement with



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		PROCESS LICENSOR , as a prerequisite for accessing Technical section including the Licensor Specific Confidential Documents of the enquiry. Bidder shall download the format of Confidentiality Agreement enclosed with this enquiry and submit the scan copy duly filled in, signed and stamped by the authorized signatory of the bidder within the cut-off date and time as mentioned in NIT. After verifying the confidentiality agreement as received from the bidders and after receipt of a reconfirmation from the bidder through e-mail that the NDA has been signed by the competent authority, the Technical Section along with the Licensor Specific Confidential Documents of the enquiry shall be issued separately in Physical form / CD through courier or email or Secured FTP server, only to the bidders, whose Confidentiality Agreement are found to be correct and in line with the prescribed format and accepted by Licensor.
13.	Contact Details for Submission of Non-Disclosure Agreement (NDA) thru e-mail.	In order to accelerate the approval process from Legal team, we request you to include the following phrase "SIGNED WITHOUT ANY DEVIATION" close to your signature (in CLG NDA) and send back within cut of date to M/s Technip at following email ids :- E-mail: Ls.nagi@technipenergies.com Krishan.singh@technipenergies.com

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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	Contract Performance Bank Guarantee (CPBG)	Applicable
5	Benefits/Preference for MSE	Purchase preference only applicable. Relaxation to BQC /PTR to Startup and MSE is not applicable for this tender
6	PP-LC 2020-21	Applicable
7	DMEP	Not applicable for this Tender
8	DMI&S Policy	Not Applicable
9	NDA	Applicable
10	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

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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 _____

Signature Not Verified

Digitally signed by VAIBHAV AGRAWAL
Date: 2021.07.02 12:56:14 IST
Location: eProcure-EPROC

