

INVITATION TO APPLY

FOR

APPROVE TENDERER LIST

OF

N₂O MONITORING SYSTEM PACKAGE

**THIS INVITATION IS A PRELIMINARY PART OF
TENDER FOR N₂O MONITORING SYSTEM PACKAGE**

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1 INTRODUCTION

- 1.1 Nitrous oxide (N₂O) is a greenhouse gas (GHG) with a global warming potential 273 times higher than that of carbon dioxide (CO₂). One of the sources of N₂O emissions is the manufacture of nitric acid and caprolactam, which is mainly used to produce nitrogen fertilizers and used in manufacture of fiber synthesis respectively. Despite the availability of effective abatement technologies at comparatively low cost, N₂O from nitric acid and caprolactam production continues to be released into the atmosphere in most countries of the world, as there are usually no economic or corporate incentives for plant operators to reduce emissions.

To tap the global mitigation potential of this sector, the German Federal Ministry for Economic Affairs and Climate Action (BMWK) has launched the Nitric Acid Climate Action Group (NACAG) initiative. This initiative promotes the phasing out of global N₂O emissions in the production process of nitric acid and caprolactam. The program provides:

- i) technical advisory and financial support for the installation of abatement technologies and nitrous oxide emissions monitoring equipment,
- ii) as well as assistance to governments for the development of public policies addressing the regulation of such N₂O emissions.

In 2023, Thailand signed the commitment to minimize N₂O emissions from caprolactam production within 3 years, which opens the possibility for caprolactam plants to apply for the funds for the installation and operation of N₂O abatement technologies, and N₂O monitoring systems.

Under the NACAG initiative framework, the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH is working with a caprolactam producing company, which has a well-advanced process to sign a grant contract. The grant covers the cost of purchasing and installing nitrous oxide reduction equipment as well as emissions monitoring technology. Under the NACAG initiative regulation, the tendering of the equipment acquired through the grant must be purchased by the company via an international bidding process under national public procurement procedures.

UBE Chemicals (Asia) Public Company Limited, hereinafter called “**UCHA**”, hereby seeking for qualified Tenderers to participate in the bidding of **N₂O Monitoring System Package** which is a part of Secondary Catalytic N₂O Abatement Process Project at Caprolactam Plant of UCHA in Rayong, hereinafter called the “**Activities**”, in accordance with the terms, conditions, and specifications contained in the Tender Documents.

- 1.2 This invitation to apply for approve tenderer list is a preliminary part of the overall procurement process for the provision of the Activities.

2. INFORMATION OF N₂O MONITORING SYSTEM PACKAGE

2.1 Tentative Project Schedule

- | | | |
|----|------------------------------|---|
| a) | Expected project period | August 1, 2024 – March 31, 2025 |
| b) | Expected completion date | |
| | UCHA plant turnaround period | November 21 - December 7, 2024 |
| | Installation completion | February 28, 2025 |
| | Overall completion | March 31, 2025 |
| c) | Warranty period | 12 months after date of work completion |

2.2 Brief Scope of the Activities

- a) The contractor, hereinafter called the “Contractor”, shall responsible in engineering design, supply of equipment for continuous emissions monitoring system and components and accessories required to complete the system, construction and installation to complete

required functions of the system including provide training for operation and maintenance to staffs of UCHA.

- (1) The continuous emissions monitoring system shall consist of following equipment.
 - i. Continuous Gas Analyzer with stream sampling, Sampling Condition System, Heated sample line and accessories
 - AT-12-115 for N₂O tail gas sampling from Line No. 36-WG-45016-A6K-P and 24-NG-1241-A1K-O
 - Analyzer Indicator: AI-12-115A for N₂O tail gas in connection with AT-12-115.
 - Analyzer Indicator: AI-12-115B For N₂O tail gas in connection with AT-12-115.

Note :

 1. AT-12-115 shall meet requirements of QAL1 of EN14181 standard.
 2. Factory acceptance test (FAT) for Continuous Gas Analyzer with sampling, SCS (AT-12-115) is required.
 - ii. Flow transmitter 2 sets (venturi and pitot type)
 - FE-45-203 and FT-45-203 at Line No. 36-WG-45016-A6K-P
 - FE-12-121 and FT-12-121 at Line No. 20-AR-12111-T1S

Note : Flow Elements shall be installed during plant turnaround period in November-December, 2024.
 - iii. Temperature transmitter with RTD PT100 (Class A or higher) 1 set
 - TT-45-209 at Line No. 36-WG-45016-A6K-P
 - iv. Standard pressure transmitter 4 sets
 - PT-45-209 at Line No. 36-WG-45016-A6K-P
 - PT-12-111 at Line No. 20-AM-12143-A3K
 - PT-12-113 at Line No. 24-NG-12141-A1K-O
 - PT-12-115 at Line No. 20-AR-12111-T1S
 - v. DCS hardware material analog input module (SC Mark II AI RED IOTA with type C Analog input, High Level module 2 sets)

Note :

 1. The installed system shall pass QAL2 validation by ISO/IEC 17021 accredited laboratories commissioned by GIZ.
- (2) Related components and accessories of the required continuous emissions monitoring system are including instrument panels, tubing, junction boxes, power cables, signal cables and accessories, conduit and cable duct, instrument work materials, instrument signal conditioner, grounding system and etc.
- (3) All supply equipment and accessories shall be in accordance with Approved Vendor List and Engineering Specification of UCHA.
- (4) The Contractor shall capable and responsible in DCS hardware installation, manpower support for installation, including loop test, DCS software modification, calibration, Loop test and commissioning.

3. TENDERER QUALIFICATIONS

For a tenderer, hereinafter called the "Tenderer", to be considered eligible in the tender for the Activities and accepted for further evaluation, all of the following qualifications must be met:

- 3.1 The Tenderer shall be a juristic person professionally in business of manufacturing or supply or installation of the instruments for nitrous oxide or gas monitoring systems, or the instruments for petrochemical plant. Joint venture or consortium or the likes will not be eligible for tender submission.
 - (a) The Tenderer shall has experiences in related field of supply, installation and construction services with petrochemical plants for at least 5 years with registered capital Baht 5,000,000 as minimum.

- (b) The Tenderer shall have experiences in supply and services with some or all types of equipment listed in 2.3 (a) (1) and has experience in the similar job to the Activities with job value Baht 5,000,000 and above.
 - (c) **The Tenderer shall be in the Approve Tenderer List for the Activities of UCHA.**
- 3.2 The Tenderer is properly qualified, fully registered, licensed, equipped, organized, and financed to perform the Activities under the Tender Documents.
- 3.3 The Tenderer shall not be charged with, or be affected by another person(s) or juristic person(s) charged with debarment due to abandonment of Activities, and shall not be named in the “Black List” circulated among all government agencies as persons excluded from Royal Thai Government procurement programs.
- 3.4 The Tenderer shall certify that he is without a special privilege or immunity which enables him to refuse being taken to a Thai court or, if he has such privilege or immunity, certify that such privilege or immunity has been waived.
- 3.5 No officer of UCHA and related company is connected with the Tenderer as a manager, managing partner, managing director, executive or person authorized to operate the business of a natural person or juristic person or a partner in ordinary partnerships or limited partnerships, or a major shareholder in limited companies or public limited companies, or a consultant to such business.
- 3.6 Only Tenderers who have received Tender Documents directly from UCHA will be entitled to submit Tenders for the Activities.

4. APPLICATION FOR APPROVE TENDERER LIST

The company who is interested to apply for Approve Tenderer List for the Activities and has verified itself according to qualifications stated in item 3 above shall inform to UCHA of his interesting to apply in written and send it together with required documents as listed in 4.1 to TOR Drafting Committee by hand, registered courier service or e-mail at the address given in 4.2 and such documents shall be received by representative of TOR Drafting Committee not later than **April 18, 2024 – 16:00 Hour of Bangkok Time Zone.**

4.1 Required Documents

- a) Application letter (See Annex 1)
- b) If the applicator is an ordinary partnership or limited partnership - certified copies of incorporation documents, affidavit or by-laws, showing managing partners list, authorized administrator, issued and certified by the competent authority no more than six (6) months prior to submission of the applicator. Or, if the applicator is a limited company or limited public company - certified copies of incorporation documents, affidavit or by-laws, showing managing directors list, authorized administrator, authorized signatory, current shareholders list, current memorandum, and company objectives issued and certified by the competent authority no more than six (6) months prior to submission of the applicator.
- c) Copy of applicator company registration.
- d) Copy of Value Added Tax registration.
- e) Company profile with reference job list in related field of the Activities
- f) Certify letter for job in related field of the Activities with minimum Baht 5,000,000.
- g) Evidence of supply any type of equipment listed in 2.3.
- h) Non-disclosure Agreement (see Annex 2) with signature of applicator’s authorizer(s).

4.2 Address

TOR Drafting Committee - N₂O MONITORING SYSTEM PACKAGE
SECONDARY CATALYTIC N₂O ABATEMENT PROCESS PROJECT
UBE Chemicals (Asia) Public Company Limited
140/6 Moo 4, Tapong Sub-district,

Muang District, Rayong 21000,
THAILAND

[Representative : Mr. Pattana Pongsirirachkul - Procurement Office, Administration Building
- 2nd Floor]

E-Mail to : pattana@ube.co.th

Subject : Apply for Approve Tenderer List/N₂O Monitoring System Package : [Company]

[E-mail size shall not over 20 MB]

5. EVALUATION FOR APPROVE TENDERER LIST

TOR Drafting Committee of the Activities shall evaluate the companies who applies for Approve Tenderer List and return application result to the applicator by e-mail not later than **April 23, 2024 – 16:00 Hour of Bangkok Time Zone.**

6. INVITATION TO TENDER

Invitation to Tender for N₂O Monitoring System Package will be announced on the website to be informed in the application result letter.

Only Tenderers in the Approve Tenderer List will have the right to download and receive complete Tender Documents and entitled to submit Tenders for the Activities to UCHA.

----- EOL -----

Announced on : 4 April 2024

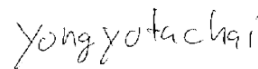
by

**TOR Drafting Committee - N₂O Monitoring System Package
SECONDARY CATALYTIC N₂O ABATEMENT PROCESS PROJECT**



(Mr. Pasit Dokkulap)

Committee



(Mr. Yongyutachai Choengkraiayang)

Committee



(Mr. Pattana Pongsirirachkul)

Chairman

ANNEX 1

Approve Tenderer List Application Letter

[Company Name]

[Address]

[Date]

TOR Drafting Committee for N₂O Monitoring System Package
UBE Chemicals (Asia) Public Company Limited
140/6 Moo 4, Tapong Sub-district,
Muang District, Rayong 21000,
THAILAND

Subject: Application for Approve Tenderer List for Bidding of N₂O Monitoring System Package

Dear TOR Drafting Committee,

We, [company] are interested to participate in the bidding of N₂O Monitoring System Package with UCHA and we have evaluated ourselves on the required qualifications together with promptness for expected project schedule and understanding on conditions as published on [website].

Thus, we would like to apply for Approve Tenderer List for Bidding of N₂O Monitoring System Package. We enclose following documents for your consideration.-

- ___ Certified copies of required incorporation documents as specified in item 4.1 a) of the Invitation to Apply for Approve Tenderer List.
- ___ Copy of applicator company registration.
- ___ Copy of Value Added Tax registration.
- ___ Company profile with reference job list in related field of the Activities
- ___ Certify letter for job in related field of the Activities with minimum Baht 5,000,000.
- ___ Evidence of supply any type of equipment listed in item 2.3 of the Invitation to Apply for Approve Tenderer List.
- ___ Non-disclosure Agreement with signature of our authorizer(s).

Your consideration is sought and we are looking forward to participate in the bidding for the Activities.

Yours faithfully,

[Signature]

[Name]

[Title]

ANNEX 2

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (hereinafter referred to as “**Agreement**”) is made on this 24th Day of April, 2024 (hereinafter referred to as “**Effective Date**”) by and between:

UBE Chemicals (Asia) Public Company Limited having its address at 98 Sathorn Square Office Tower, 18th Floor, North Sathorn Rd., Silom Sub-district, Bangrak District, Bangkok 10500 (hereinafter collectively referred to as “**UCHA**”) of the one part; and [**Applicator’s company name**], registered office at [**Applicator’s company address**] (hereinafter referred to as “**Tenderer**”) of the other part.

UCHA and Tenderer are hereinafter collectively referred to as the “**Parties**” and individually referred to as the “**Party**”.

WHEREAS,

- a) UCHA has plan to tender for N₂O Monitoring System Package and Tenderer is interested to participate in this activity (hereinafter referred to as the “**Purpose**”).
- b) the Parties agreed that during the course of the Activity (hereinafter referred to as the “**Activity**”), each Party may furnish proprietary or confidential information to the other Parties and each Party may be exposed to or have access to proprietary or confidential information of the other Party; and
- c) each Party is willing to exchange such information only on a confidential basis and only for the Purpose and the Activity.

NOW, THEREFORE, the Parties hereby agree as follows:

1. AGREEMENT AND OBLIGATIONS

- 1.1 For purposes of this Agreement, “**Confidential Information**” shall mean any commercial information and data, including but not limited to (a) technology design, processes, and techniques, technical and business information, research and development plans, and information, potential products and services, business plans and models, data interpretations, forecasts, projections, supplier lists and data, customer lists and data, financial information, employee information, costing and pricing data, potential profit margin data, contracts, trade secret and records containing or otherwise reflecting proprietary information, (b) unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications and other confidential intellectual property, (c) all designs, specifications, documentation, components, source code, object code, images, photographs, icons, audiovisual components, video and objects, schematics, drawings, designs, diagrams, graphs, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing, (d) any third-party confidential information included with, or incorporated in, any information provided by the Parties, (e) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials prepared by or for any party that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing, and (f) any information or other documents that contain information which is of commercial, economical, technical and any other non-public

information and/or business value because of its confidential nature which comes into the possession or knowledge of the Recipient and/or its representatives and/or its affiliate companies in connection with the Purpose and the Activity.

In this Agreement, “**Discloser**” shall mean the party who discloses its Confidential Information to the other parties, and “**Recipient**” shall mean the party who receives the Confidential Information of Discloser from Discloser.

- 1.2 Recipient agrees to maintain confidential and not to use, except as expressly permitted by this Agreement, the Confidential Information disclosed or made available to it, directly or indirectly, by Discloser. Recipient agrees to use the Confidential Information solely for the Purpose and the Project of this Agreement and not to disclose such Confidential Information, or any part thereof to any third party without the prior written consent of Discloser, except to its parent or affiliate companies and to the employees, representatives of the Recipient and of such parent or affiliate companies as necessary for the Purpose and the Activity on a need to know basis.
- 1.3 All of the information, samples and documents provided by Discloser under this Agreement, including any copies or summaries which contain the Confidential Information, remain the exclusive property of Discloser. Recipient agrees to return to Discloser, on demand, any and all information, samples and documents furnished hereunder, and to certify destruction of any notes, copies or summaries containing or derived from the Confidential Information of Discloser. For avoidance of doubts, the Parties acknowledge and agree that the Parties may retain any internal reports or corporate approval documents that reflect or have been generated from any part of the Confidential Information and any other Confidential Information that is required to retain by virtue of any applicable laws, its internal rules or normal and customary automatic computer/electronic archiving and back-up procedures with its confidentiality obligations.
- 1.4 Recipient agrees not to chemically analyze, disassemble, reproduce or reverse engineer samples, prototypes or products containing or derived from Confidential Information of Discloser without the prior written consent of Discloser.
- 1.5 All Confidential Information delivered under this Agreement shall, if in written or tangible form, be marked “Confidential” or similarly marked by Discloser before being delivered to Recipient. All oral or visual disclosures of Confidential Information identified as confidential at the time of disclosure shall be summarized in writing by Discloser and the summary will be given to Recipient within fifteen (15) days of the oral or visual disclosure. Recipient must make any objections to the contents of the summary within seven (7) days of its receipt.
- 1.6 The obligations regarding confidentiality as defined herein shall cease to apply to any information which:
 - a. was known to Recipient prior to receipt either directly or indirectly from Discloser, as evidenced by written records;
 - b. is or becomes available to the public in the form of a printed publication;
 - c. is subsequently disclosed to Recipient without restriction by a third party having the lawful right to make such disclosure; or
 - d. is developed by Recipient independently of any disclosure under this Agreement as can be shown by its written records.
- 1.7 For the Purpose of this Agreement, disclosures made to Recipient under this Agreement

which are specific (e.g., as to operating conditions and the like) shall not be deemed to be within the foregoing exceptions merely because they are included within general disclosures available to the public or in the possession of Recipient. In addition, any combination of information or features shall not be deemed to be within the exceptions merely because the individual features or elements of information are available to the public or in the possession of Recipient unless the combination itself and its principle of operation are available to the public or in the possession of Recipient.

- 1.8 Both Parties acknowledge and agree that any and all Confidential Information shall be and remain the sole and exclusive property of the Disclosing Party. The Party agrees not to file, register and/or record any intellectual property rights, such as patent application, with respect to Confidential Information of the other Party without the prior written consent of such other Party.
- 1.9 During the term of this Agreement and continue for ten (10) years after the termination or expiration of this Agreement, the Recipient, without the prior written consent of the Discloser, shall not make any use whatsoever of the Confidential Information disclosed to such Party other than the Purpose and the Activity specified herein and shall not disclose such Confidential Information to any third party including but not limited to their employees, contractors, consultants and agents (hereinafter collectively referred to as the “Representatives”) with a bona fide, who has need to know basis and (i) must be aware of such Confidential Information in order for such Party to analyze the Purpose and (ii) are subject to a binding obligation to adhere to the terms and conditions of this Agreement or otherwise to treat Confidential Information in accordance with the terms hereof. The Recipient shall be responsible for any unauthorized use or disclosure of Confidential Information by its Representatives, any person or entity provided access thereto.
- 1.10 This Agreement is personal in nature and cannot be assigned by any party without the prior written consent of the other Parties. Any other attempted assignment by any Party shall be null, void and of no effect.
- 1.11 In case of breach of this Agreement by the Recipient, the Discloser shall be entitled to claim for any damage, reasonable litigation expenses including costs and fees and any relief from the Recipient as permissible under Thai law.
- 1.12 In protecting the confidentiality of the Discloser’s Confidential Information in good faith, the Recipient shall use the same degree of care it employs with respect to its own comparable Confidential Information, but in no event less than a reasonable standard duty of care.

2. TERM OF AGREEMENT

- 2.1 This Agreement shall be **valid for two (2) years from the Effective Date**. Unless one Party gives to the other Parties a written notice of its intention not to extend this Agreement at least ninety (90) days prior to the end of the initial or extended term hereof, this Agreement shall be automatically extended for another one (1) year each.
- 2.2 Notwithstanding the foregoing, the obligation of Recipient under this Agreement regarding the Confidential Information shall survive and continue for **indefinitely** after the termination or expiration of this Agreement.

3. GENERAL

- 3.1 Any disclosure under this Agreement is made without any right or license to utilize or to practice any of the intellectual property of Discloser, including information, improvements,

- developments, inventions, patents, trade secrets and know-how, except as is expressly stated in this Agreement or is reasonably necessary for carrying out the limited Purpose stated in this Agreement.
- 3.2 This Agreement cannot be changed, modified or varied, except by a written instrument signed by the authorized person(s) of the Parties of this Agreement.
 - 3.3 Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
 - 3.4 If any part of this Agreement is or becomes for any reason invalid, illegal, or unenforceable at law, that part of this Agreement is deemed to be severed from this Agreement without affecting the enforceability of the remaining parts of this Agreement which shall remain in full force. In such case, the Parties agree to use good faith efforts to negotiate an equitable adjustment to any provisions of this Agreement determined to be invalid, illegal or enforceable with a view towards giving effect to the purposes of this Agreement based on the original intent of the Parties.
 - 3.5 This Agreement covers the entire understanding between the Parties as to the subject matter hereof. This Agreement shall be interpreted and construed under the laws of Singapore. Any and all disputes in connection with or arising out of this Agreement shall, in so far as is possible, be settled amicably by the Parties. If the Parties cannot come to an amicable settlement, any and all disputes in connection with or arising out of this Agreement shall be determined and finally settled by the court of Singapore.
 - 3.6 This Agreement does not extend any guarantees, either express or implied, to the Recipient by the Discloser for the accuracy of this Confidential Information. It is understood by the Recipient that portions of the Confidential Information may relate to products that are under development or planned for development. The Discloser accepts no responsibility for any expenses, losses, or action incurred or undertaken by the Recipient as a result of the receipt of the Confidential Information. It is further understood by the Recipient that the Discloser does not warrant or represent that it will introduce any product to which the Confidential Information disclosed herein is related.
 - 3.7 This Agreement does not obligate either Party to enter into another agreement related to the results or developments arising from the Purpose and Activity and either Party reserves its right, in its sole discretion, to terminate discussions and negotiations with the other Party at any time and for any reason.

- Signing next page -

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first above written.

UBE Chemicals (Asia) Public Company Limited

Name: Mr. Watchara Pattananijrundorn
Title: President & CEO

Name: Mr. Benjaphol Tangsripairoje
Title: Executive Vice President

Witness:

Name:
Title:

[Applicator's Company Name]

Name:
Title:

Witness:

Name:
Title: