



Memorandum Of Understanding

Engineering Services for LSTK-2 Package for SYNGAS PURIFICATION UNIT for BCGCL

This Binding Memorandum of Understanding (hereinafter "Memorandum" or "MOU") is dated this _____

BETWEEN

BHARAT HEAVY ELECTRICALS LTD having its registered office at BHEL House, Siri fort, New Delhi 110043 (hereinafter referred to as **"BHEL/First Party"** which expression shall mean and include its legal heirs, administrators and permitted assigns),

AND

_____ having its registered office at

_____ (hereinafter referred to as **"Licensor /Second Party"** which expression shall mean and include its legal heirs, administrators and permitted assigns).

(referred to herein as "Parties" or individually as "Party")

WHEREAS

On behalf of Bharat Coal Gasification and Chemicals Limited, Lakhanpur, Jharsuguda (The 'Customer'), M/s Projects & Development India Ltd. (PDIL) as CONSULTANT invited e-Bids (vide Bidding Document Reference: PNMM/PC288/E/001) on 30.05.2022, for LSTK-2 PACKAGE: **"Selection of LSTK CONTRACTOR for supply of License, transfer of Technical Information of SRU, Basic Engineering, Review of Engineering documents & Training for SRU package operation on a Lump-Sum Turnkey Basis on single point responsibility basis."** for BCGCL Plant on Open Global Tender basis from competent CONTRACTORS with sound Technical, Financial and Execution capabilities fulfilling the Qualification Criteria as stated in the Tender document (herein after referred to as **"Tender"**).

The First Party is meeting the Pre-Qualification Criteria as per tender requirements and not meeting the additional criteria for Process Licensor and the Second Party is meeting the additional criteria as per tender requirements.

Tender document envisages that Bidder (First Party) shall, along with the bid, also submit MOU/ Letter of Undertaking from process licensor (Second Party) for technology tie up for the proposed SRU Package.

Process Licensor should be capable of providing Process License and Basic Design Package for the proposed SRU Package.



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The SRU process technology proposed by Licensor shall have reference of at least One single stream plant with single licensor for generation of elemental sulphur from H_2S and generating minimum 8 (+/-30%) TPD of Sulphur.

For establishing that the Technology to be adopted by the Licensor is a proven one, the Licensor shall provide details of at least one commercial plant with single licensor in single plant /multiple plants which has operated successfully for at least One Year in the last Fifteen (15) years reckoned from the date of issuance of the NIT/Bidding document. Licensor shall submit documentary proof for Licensor's plant/s, issued by plant OWNER / technology licensor's certificate/s regarding duly verified and certified by authorised Third Party Inspection agency mentioned in clause no. 2.4 of Bid spec doc. No. PC288/E/001/P-I/Appendix-1

BHEL as Bidder intends to engage _____ as a licensor for providing Process License and Basic Design & Detailed Engineering Package for the proposed SRU Package as defined in the Tender document referred here above and subsequent amendments issued by BCGCL, if any (here in after referred to as "Project") to Customer on EPC basis in line with responsibility matrix annexed hereto as Doc. PY 54037 (here in after referred to as "Scope of Work"), in case the order is awarded to BHEL.

BHEL and _____ (licensor) shall synergize their strengths, potentials and capabilities agreed to cooperate with each other to participate in the Project. The parties shall co-operate with each other for securing the Project as per the technical and commercial Specifications of "Tender" to be read in conjunction with various Corrigenda /Amendments and perform the resulting Contract, as and when executed between and perform the Contract, as and when executed between BHEL and BCGCL, (here in after referred to as "Customer Contract").

The First Party and the Second Party hereby agree as under:

1. Prior to bidding on this tender, the parties on mutual consent shall enter into a Joint Bidding Agreement to detail out each party's obligations and responsibilities for the execution of this identified project, including the allocation of the scope of works in the identified project and the parties' respective obligations on the related bidding costs and expenses and detailed scope of work and pricing. On securing the order from BCGCL, contracts for Supply and Services shall be executed between BHEL and licensor (here in after referred to as "BHEL's Sub-Contract") in terms of a joint Bidding Agreement/ MOU for execution of the scope by licensor, that will be specified separately.
2. Process Licensor will provide the respective Process License and Basic Design to BHEL in case BHEL is successfully awarded the contract for the said Project.



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3. The MOU shall be part of the tender to be submitted to Bharat Coal Gasification and Chemicals Limited.
4. The MOU does not allow the parties to enter into collaboration with any other parties for this particular tender.
5. This MOU shall be governed under Indian laws. Disputes, if any shall be resolved amicably, otherwise resolved by arbitration in India in accordance with the Indian Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English language.

This Memorandum of Understanding (MOU), signed in duplicate with each party receiving one original document. This MOU shall be valid for 365 days from the final Bid due date against "Tender" based on which BHEL shall submit the bid to the Customer for the aforesaid Project.

SIGNED BY THE PARTIES THIS _____

BHARAT HEAVY ELECTRICALS LTD



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Annexure-A

Pre-Award Responsibility Matrix

SNo	Activity	BHEL	Licensor
1.	Lead Bidder and front ending with Customer on all technical and commercial issues.	√	-
2.	Back end support provider on technical issues and technical assistance on commercial issues	-	√
3.	Preparation and submission of the complete proposal with all the required documents to Customer with backend support from Licensor.	√	√
4.	Responsible for providing detailed & compliant technical proposal for the offered subsystem to BHEL.	-	√
5.	Submission of overall proposal & clarifications.	√	-
6.	Front Ending Technical Presentation on overall BHEL Bid / Proposal to the evaluation committee setup by the customer.	√	-
7.	Back end support during Technical Presentation for their scope of work to the evaluation committee setup by the Customer.	-	√

Post-Award Responsibility Matrix

SNo	Activity	BHEL	Licensor
1.	Front ending with customer on all technical and commercial issues.	√	-
2.	Back end support provider on technical issues and technical assistance on commercial issues	-	√
3.	Submission of Performance / Financial Securities to Customer.	√	-
4.	Submission of Performance / Financial Securities to BHEL on back-to-back basis for their scope of work.	-	√
5.	Overall Project Monitoring, Supervision and coordination.	√	-
6.	Supply of Catalyst (First fill) lasting for minimum 5 years operation		√
7.	Any other project related activity for successful execution of the project work.	√	√

Note:

- √ Within the responsibility of the party indicated at the head of the column concerned.
- Not within the responsibility of the party indicated at the head of the column concerned.