

Memorandum Of Understanding

for Zero Liquid Discharge Package
in Water Block Package Tender on LSTK basis for
GAIL-Usar

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

Zero Liquid Discharge Package Supplier _____ having its registered office at _____ (hereinafter referred to as "**ZLDS/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 **GAIL, Usar** (The 'Customer'), **M/s Engineers India. LTD. (EIL)** as CONSULTANT invited Bids (vide Bidding Document Reference: **B378-TENDER_DOC-B378-999-17-44-PC-T-8710** on 01.12.2021, for Water Block Package Tender at Usar on LSTK basis from competent contractors fulfilling the Qualification Criteria as stated in the Tender document.

The First Party is meeting the Pre-qualification Criteria as per tender requirements and not meeting the additional criteria for Zero Liquid Discharge Package and the Second Party is meeting the additional criteria as per tender requirements.

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

1. First Party shall act as EPC Bidder for subject Tender, and has experience in design/engineering, supply, installation/supervision of installation and commissioning of at least one Reverse Osmosis Plant (RO) plant having capacity not less than 75 Cum/hr (1800 Cum/day) in any industry during any of the last ten years ending on the last date of month immediately previous to the month in which the last date of submission of bids. The above Reverse Osmosis Plant shall have been in satisfactory operation for at least one year as on date of bid submission.

Second Party has experience in design/engineering, supply, installation/supervision of installation and commissioning of Multiple Effect Evaporator (MEE) Plant having capacity not less than 9 Cum/hr (180 Cum/day) in textile industry and having RO Reject as feed, during the last seven years ending on the last date of month immediately

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previous to the month in which the last date of submission of bids with the above Multiple Effect Evaporator (MEE) Plant have been in satisfactory operation for more than one year as on date of bid submission.

First Party as EPC Bidder will execute entire scope of Project, except MEE Plant.

As First Party does is not meeting the Additional Technical Requirement laid out in subject GAIL Tender of experience in Multiple Effect Evaporator (MEE) Plant, approached Second Party who has agreed to tie up with First Party for Design, supply, installation and commissioning of Multiple Effect Evaporator (MEE) Plant for subject GAIL Tender.

The responsibilities of BHEL/First Party (EPC Bidder) and ZLDS/Second Party are indicated in Annexure-1 Scope Matrix

2. This MOU shall be part of the tender to be submitted to GAIL.
3. 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.
4. ZLDS <company name> has experience of executing work under a single contract for One Evaporator System/ZLD system of installed capacity of at least 5 m3/hr as part of any Effluent Treatment /Zero Liquid Discharge plant.
5. ZLDS <company name> undertakes to execute the Evaporator System/ZLD system of GAIL project should the bidder emerge as successful bidder.
6. BHEL in case emerges as successful bidder, they will execute the Evaporator System/ZLD system only through the supplier/vendor as per this MOU.

This Memorandum of Understanding (MOU), signed in duplicate with each party receiving one original document, shall be **valid till completion of the Defect Liability Period of Operation and Maintenance contract (i.e 12 months from the completion date of O&M contract) between GAIL and BHEL, in case BHEL is awarded subject Multi Effect Evaporator Plant order.**

SIGNED BY THE PARTIES THIS _____

BHARAT HEAVY ELECTRICALS LTD

ZLDS

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ANNEXURE-I

S. No.	Scope/Issues	BHEL/ First Party	ZLDS/ Second Party	Remarks
Design & Engineering – Proposal stage				
1.	Study of user requirements/tender documents/pre-qualification	√	√	
2.	Preparation of Techno-commercial Offer	√	√*	*ZLDS will provide support
Design & Engineering – Post Order / execution stage				
3.	Basic engineering like <ul style="list-style-type: none"> • Process Flow Diagram • Hydraulic flow Diagram • Process design calculations • Equipment list • P&IDs 	√	√	For respective scopes
4.	Detail Engg. like <ul style="list-style-type: none"> • Detailed equipment sizing & • GA drawings/ Layouts /Pipe GA/ Piping Isometric • Valve Schedule/ Pipe Schedule/ Cable Schedule • Detailed BOQs • Electrical and C&I System design • Civil Design * 	√	√	For respective scopes *ZLDS will provide inputs
Project Execution				
5.	Procurement and Supply	√	√	For respective scopes
6.	Project Management	√		By BHEL
7.	Civil Works	√		By BHEL
8.	Erection of Structures & Equipment	√	√	For respective scopes
9.	Commissioning of equipment	√	√	For respective scopes
10.	Performance at guaranteed parameters	√	√*	*for ZLD portion
Operation & Maintenance				
11.	O&M <ul style="list-style-type: none"> • Supply of Consumables, Chemicals • Supply of Spares 	√	√*	*for ZLD portion