



## **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 **"LESC/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 Process License, Basic Design, Detailed Engineering, Procurement, Supply, Fabrication, Inspection by Third Party Inspection Agency (TPI) as applicable, Expediting, route survey for ODCS, Insurance, Transportation of all equipment / material to work site, storage, construction and erection of all civil, mechanical, electrical and instrumentation works, assembly and Installation, obtaining all necessary statutory approvals, Testing, Mechanical Completion, Pre- Commissioning, Commissioning, Sustained Load Test Run, Performance Guarantee Test Run, 60 months O&M services, Total Project Management and handing over of Syngas Purification Plant and its Associated Facilities 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/s and the Second Party is meeting the additional criteria as per tender requirements.

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



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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.
2. The MOU shall be part of the tender to be submitted to Bharat Coal Gasification and Chemicals Limited.
3. The MOU does not allow the parties to enter into collaboration with any other parties for this particular tender.
4. 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, shall cease to be valid till the bid validity of the tender from the date of the MOU unless mutually extended in writing by the parties.

SIGNED BY THE PARTIES THIS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**BHARAT HEAVY ELECTRICALS LTD**

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SYNGAS PURIFICATION UNIT for BCGCL

Annexure-A

### **Pre-Award Responsibility Matrix**

SNo	Activity	BHEL	LESC
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 ESC.	√	√
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	LESC
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.	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