



Bharat Heavy Electricals Limited
Ramachandrapuram:: Hyderabad – 502032
Project Engineering & Systems Division
Purchase Department

Annexure-FF

Ref: **T7E1T32273 (NIT_51055)**

Date: **14.01.2020**

Framework Agreement Methodology

The requirement is given in the tender is based on our current order book, which is indicative against following project destinations: -

- (1) Bhadradi FGD (Telangana State, India)
- (2) Kothagudem FGD (Telangana State, India)
- (3) 3 x 660 MW NTPC North Karanpura FGD (Hazaribagh District, Jharkhand State, India)
- (4) NTPC Barh-I FGD (Patna District, Bihar State, India)
- (5) NTPC Barh-II FGD (Patna District, Bihar State, India)
- (6) Mauda-I FGD (Ramgarh District, Jharkhand State, India)
- (7) BRBCL Nabinagar FGD (Aurangabad district, Bihar)
- (8) NPGCL Nabinagar FGD (Aurangabad district, Bihar)
- (9) Ramagundam FGD (Ramagundam, Telangana)
- (10) Korba FGD (Korba District, Chhattisgarh)
- (11) NSPCL Bhilai FGD (Bhilai, Chhattisgarh)

The above destinations are indicative and subject to change based on business Scenario of BHEL.

The present tender is floated to enter into Framework Agreement with vendors for above mentioned requirement. The scope of the Framework Agreement will be as follows: -

- a) Validity of the Framework Agreement is one year from the date of Framework Agreement
- b) Techno-commercial Terms and conditions.
- c) Rates for each line item.

Based on requirements at project sites, individual Purchase Orders will be released as per the scope of Framework Agreement with in the validity period of the Framework Agreement. Each Purchase order will have destination place of supply.

PURCHASE / PROJECT ENGINEERING & SYSTEMS DIVISION
BHEL, RAMACHANDRAPURAM, HYDERABAD

ENQUIRY NO. **T7E1T32273 (NIT_51055)**

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Project Engineering & Systems Division

R. C. Puram,

Hyderabad.

FRAMEWORK AGREEMENT

AGREEMENT NO _____ **Date: xx.xx.xxxx**

NAME OF WORK	
NAME OF THE BIDDER WITH FULL ADDRESS	
VALUE OF ORDERS TO BE RELEASED PROGRESSIVELY DURING THE AGREEMENT PERIOD	
LETTER OF INTENT NO.	
VALIDITY OF FRAMEWORK AGREEMENT	

SIGNATURE OF Bidder

SIGNATURE OF BHEL OFFICER

ENQUIRY NO. **T7E1T32273 (NIT_51055)**

FRAMEWORK AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____, _____ between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S _____ (hereinafter called the `Bidder') of the SECOND PART.

WHEREAS M/s _____ state that they have acquired and possess extensive experience in the field of _____

And Whereas in response to an Invitation to Tender No. _____, **Published date:** _____ issued by BHEL for execution of _____ - the Bidder submitted their offer No. _____ dated _____. And whereas BHEL has accepted the offer of the Bidder on terms and conditions specified in the Letter of Intent No. _____ read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That, during this agreement period, i.e. till, _____, _____, BHEL will progressively award works of _____ to the Bidder for tentative cumulative quantity of _____ amounting to Rs. _____ plus GST.

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2. That the Bidder shall execute the work of _____ of _____ against each order to be placed on them as referred to in point no. 1 above and more particularly described in Tender Specification No _____ including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent no. _____ and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
3. The Bidder is required to furnish (after award of each order as referred in point no. 1 above) to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid _____ of each order value towards satisfactory performance and completion of the Contract.
5. The Bidder hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Bidder fails to obtain such extension(s) from the Bank, the Bidder, shall pay forthwith or accept recovery of **an amount** _____ from the bills in one installment and the Bidder further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the _____

OR

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In case the Bidder furnishes the bank guarantee at a later date the Bidder hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the Bidder fails to obtain such extension(s) from the bank, the Bidder shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the Bidder further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

6. That in consideration of the payments to be made to the Bidder by BHEL in accordance with this Agreement the Bidder hereby covenants and undertakes with BHEL that they shall execute, construct and complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
7. That the Bidder shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
8. That the Bidder shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule.
9. That BHEL shall, after proper scrutiny of the bills submitted by the Bidder, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
10. That this Agreement shall be deemed to have come into force from **xx.xx.xxxx**
11. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Bidder, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
12. That all applicable charges on account of Octroi, Terminal and other taxes including Goods and Service Tax or other duties on material obtained for execution of the said works shall be borne and paid by the Bidder.
13. That BHEL shall be entitled to deduct from the Bidder's running bills or otherwise Income Tax as per prevailing Income Tax Act.
14. That BHEL shall be further entitled to recover from the running bills of the Bidder or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Bidder.
15. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Bidder with respect to compensation payable to BHEL or Bidder's obligations shall remain unaffected.
16. The following documents
 1. Invitation to Tender No _____
and the documents specified therein.
 2. Bidder's Offer No _____
 3. BHEL's e-mail dtd. _____

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shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

1.

2.

(BIDDER)
(to be signed by a person holding
a valid Power of Attorney)

WITNESS

1.

2.

(For and on behalf of BHEL)