



GLOBAL AUTOMOTIVE RESEARCH CENTRE

NOTICE INVITING TENDER

FOR

**HIRING OF CONTRACTUAL EMPLOYEES (UTILITY) FROM
REGISTERED CONTRACT STAFFING SERVICE AGENCIES**

AT

GARC (CHENNAI)

Tender No: 129/NATRiP/GARC/ADMIN/2019/276

Global Automotive Research Centre (GARC)
Plot E-1, Oragadam Industrial Growth Centre Oragadam, Mathur Post,
Sriperumbadur, Taluk, Kanchipuram District-602105
Email: rajeswar.tripathy@garc.co.in
Ph: 044-27143500



GLOBAL AUTOMOTIVE RESEARCH CENTRE
(A Registered Society under Ministry of Heavy Industry and Public Enterprise)
 Tender No: 129/NATRIP/GARC/ADMIN/2019/276

NOTICE INVITING QUOTATION

General Instruction:

Global Automotive Research Centre (GARC) is one of the State of Art Test Centre established by Ministry of Heavy Industries and PE, Govt. of India (under NATRIP), located at Oragadam near Chennai, Tamil Nadu . GARC has been authorized as Test Agency under CMVR 126 by Ministry of Road Transport & Highways, Govt. of India. GARC has the full-fledged R&D and Homologation Test Facilities including the Test Tracks to certify all categories of vehicles, systems and components as per National and International standards. Also GARC has got the accreditation from NABL as per ISO/IEC 17025:2005 for General Requirements for the Competence of Testing and Calibration Laboratories for its Certification Lab.

GARC invites sealed bids from Registered Contract Staffing Service agencies for Hiring of Contractual Employees (Utility) From Registered Contract Staffing Service Agencies

The NIT details are mentioned below:

TENDER NO.	129/NATRIP/GARC/ADMIN/2019/276
MODE OF TENDER	<ul style="list-style-type: none"> • Part A - Technical Bid • Part B - Price Bid to be downloaded from www.garc.co.in (or) www.natrip.in , (or) https://eprocure.gov.in/epublish
Date of NIT available to parties to download	From 16 th October 2019 (10:00 hrs) Till 07 th November 2019 (15:00 hrs)
Cost of Tender documents	Free of cost
Last date of submission of EMD	<ul style="list-style-type: none"> • 7th November 2019 (15:00 hrs) – (to be submitted along with technical bid) • ₹ 80,000.00/- (Rupees Eighty Thousand only) in favour of Global Automotive Research Centre • If registered under “Micro & Small Enterprises” (MSEs), supporting documents need to be submitted to avail exemption from Earnest Money, subject to verification of certificate.
Date & time of opening of Part-A - Technical Bid Part-B - Price Bid	07 th November 2019 (15:30 hrs) To be communicated separately.
Validity of bids	90 days from the date of bid opening



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Sealed quotations addressed to the **Procurement Officer, Global Automotive Research Centre (GARC)** at **Plot E-1, Oragadam Industrial Growth Centre Oragadam, Mathur Post, Sriperumbudur, Taluk, and Kanchipuram District-602105** should reach latest by 03:00 pm on 07th November 2019. The bids should be delivered at GARC within the stipulated date and time. The Competent Authority reserves the rights to reject any or all the quotations without assigning any reason and the decision of the Competent Authority of this office shall be final and binding.

Bids sent telegraphically or through other means of transmission (telefax, email etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.

GARC shall not be responsible for any postal/courier delays for non-receipt /non-delivery of bids or due to wrong addressee.

For GARC

Procurement Incharge



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INSTRUCTION TO BIDDERS:

TENDER FOR HIRING OF CONTRACTUAL EMPLOYEES (TECHNICAL) FROM REGISTERED CONTRACT STAFFING SERVICE AGENCIES

S. No	Content	Description	Requirement preferred.
1	Category of Wage	As per minimum wages act of central Govt fulfilling minimum net salary of GARC as per enclosed annexure (Price bid).	The rate of wages shall be revised when ever minimum wages are revised by the Central Govt from time to time.
2	Statutory Compliances	PF, ESI, Bonus, leave etc. as per rule.	In case of any increase or decrease in statutory payments the same shall be made applicable as and when increased / decreased.
3	Tenure	One year	May be extendable upto three years under same terms & conditions.
4	Location	Oragadam, Chennai (Kanchipuram Dist)	-----

1. Only those tenders will be considered who fulfill the terms & conditions mentioned in the tender documents.
2. Only those tenders shall be considered who deposit the earnest money or produce the relevant document alongwith the bid.
3. **The price- bid should be only as per GARC's price-bid format otherwise the tender is liable for rejection**

LIST OF ANNEXURES

The tender documents comprise of following:-

Annexure-I	Covering letter which must be submitted by tenderer duly filled in.
Annexure-II	Instruction to Tenderers
Annexure-III	Special terms & conditions



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Annexure-IV	Price Bid Pro-forma (Price schedule) to be submitted duly filled in Part-B. Cost break up rates quoted may also be furnished.
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Global Automotive Research Centre (GARC), Oragadam intends to engage manpower agency for supply of Contractual Employees (Technical) on contract basis for a period of one year as per the following terms and conditions:-

S No	TECHNICAL CATEGORY	TOTAL MANPOWER
1	Electrician/DG Operator/Electrician C License Holder	10 Nos
2	Plumber/Carpenter/Mesan	4 No
Total		14 Nos

1. Minimum Eligibility Criteria: -

Documents to be submitted along with the bid:

The bidders whose bid meet the following criteria would only be considered as responsive and evaluated by GARC.

i. MEC 1: -

Legal Valid Entity:

The Bidder shall necessary be a legal valid entity either in the form of Proprietary/Private Partnership/Private/Govt./ Public/Autonomous. In form of JV/Consortium not permitted.

List of acceptable documents: -

- a) License certificate of the firm
- b) Details of the firm
- c) Copies of Income Tax Registration/PAN Card, GST registration,
- d) PF registration,
- e) ESIC Registration,
- f) TIN Registration, Labour department registration,
- g) any other statutory requirements, etc.,

ii. MEC – 2: Financial Capabilities

Average Annual financial turnover during the last 3 years, ending 31st March (FY 2016-17, 2017-18 & 2018-19) of the previous financial year, should not be less than Rs. 29 lakhs per annum.



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List of acceptable documents: Copy of audited balance sheet/Annual report/Certificate of the Chartered Accountant clearly showing the Annual Turnover of relevant F. Ys/income tax returns.

iii. MEC-3 : Experience

Bidder should have atleast minimum 7 years of experience of deploying/ supply of manpower.

Acceptable Documents: Work completion certificate from clients

iv. MEC-4 : Similar work

Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -

- i. Three similar services each costing not less than the amount equal to Rs. 19.00 Lacs
Or
- ii. Two similar services each costing not less than the amount equal to Rs. 24.00 Lacs.
Or
- iii. One similar service costing not less than the amount equal to Rs. 40.00 lacs.

*Similar Services – Supply /deploying of technical.

Acceptable Documents: Performance certificate from clients for having successfully completed the jobs as specified above.

2. The contractual worker (Utility) shall be paid as per the prevailing wages prescribed by the Minimum Wages Act, of the Central Government from time to time. (Central wage shall be applicable as GARC is under central funded project.
3. The rates per month for supply of contract workers for each of the above mentioned categories shall be quoted by the bidders in the financial bid only.
4. The Service Charges/ Commission amount quoted should be applicable for the entire period of contract and no request for enhancement will be entertained. However, in case the applicable wages/taxes/PF/ESI Bonus, etc. are changed statutorily, effect to the same would be given by GARC to that extent.



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5. The contractor/bidder shall be liable to pay the minimum rates of wages received from time to time by the Central Govt. The bills not accompanied with the copies of the orders issued by the Central Govt regarding the revised rates shall not be entertained for payment.
6. Copy of necessary documents/certificates with respect to the eligibility of all contract workers shall be submitted before their deployment. Based on requirement, considering qualification & other criteria, candidates will be provided by contractor. GARC will check the suitability of the candidates.
7. The relationship between GARC and the contractor/bidder would be that of the Customer and a Service provider and none of the employee or agents of the contractor/bidder shall ever be treated or deemed to have been the employee of GARC. The contractor/bidder shall explain this nature of relationship to all his employees or agents before deploying them for services to be rendered to GARC. As a token of their agreement for such a relationship, a signed declaration by the employee/agent shall be obtained by the contractor/bidder from his employees and /or agents and be produced as and when called upon to do so by the customer/GARC, and employment card under contract labour act central rules in the Form-XIV (under rule-76) must be given to worker and copy duly accepted by worker to be submitted to GARC, before deploying them.
8. The contractor/bidder would be liable to ensure that all the statutory payments, like ESI, PF, Bonus, Minimum wages, etc., as applicable, are paid by him, with in prescribed time as applicable to them under law. The evidence of compliance to this effect shall be submitted to GARC by the contractor/bidder every month along with the bill, failing which payment of the bill may be withheld or stopped. GARC will, in no way be responsible for or associate itself with payment of any statutory liabilities or the salary paid or payable to the personnel engaged by the contractor/bidder.
9. The wages and other benefits shall be paid by the contractor to his workers through bank account of the workers only and the contractor/bidder shall be liable to submit along with bill the certified copies of bank passbooks reflecting therein entries of the wages paid to its employees in accordance with the Minimum Wages Act prescribed by Govt. of India. For deployed contract workers from time to time. The bills not accompanied with the copies of payment proofs shall not be entertained for payment. Non- compliance to this effect may even lead to termination of services and agreement thereof.
10. The contractor/bidder shall specify the amount of charges by it towards Service charges/overhead/Commission and GST etc.



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11. The contractor/bidder shall be duly bound to immediately replace any contract worker, whose services are not found satisfactory by GARC.
12. The contractor/bidder should ensure that the wages are paid to the workers by 5th of every month without any other deduction except statutory deductions.
13. The payment for the services provided shall be processed on presentation of bills after disbursement of wages along with checking the remittances of the wages, PF ESI & Others.
14. The deployment of contract workers shall be made within 10 days of placing the order. Time is of essence in this context and therefore, in case of any failure on the part of the successful bidder to deploy the required contract workers within the specified time, a penalty at the rate of Rs. 1000/- (One thousand Rupees) per day per head may be levied. Further GARC reserves the right to cancel the order at risk and cost of the service provider/successful bidder without any further reference.
15. The contractor/bidder shall deploy contractual personnel (Utility) in any shift (A, B, C or G) on '8' (eight) hours working basis round the clock. Immediate replacement shall be provided in case of absence of any worker.
16. The payment will be made on the Bio-metric attendance of the contractual employees and pro-rata deduction shall be made in absence of any person on any day.
17. In case, so required, few/all workers can be directed to work on declared holidays/Sundays for which they may be paid the rates as per contract. In case of specific requirements, few/all workers can be asked to work beyond the office hours for which they may be paid for extra hours as per the contract.
18. GARC reserves the right to increase or decrease the number of contract workers to be deployed by the service provider as per the requirement of GARC.
19. Uniform, Safety shoes, proper photo identification cards/badge with details of contractor's firm shall be provided by the contractor/bidder to the persons deployed. It must be ensured that the same are worn and displayed by the workers while at work.
20. The contractors/bidders shall ensure that contract workers deployed by it, maintain discipline of the highest order and that they restrict themselves to their assigned work only. Any incidence of inappropriate behavior by any of the contract workers or any interference by them in the official functioning shall be viewed very seriously and may even lead to termination of the contract.



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21. Contract workers shall not use the information/data provided to them or handled by them in any unauthorized manner. If any instance of such unauthorized use comes to the notice of GARC, the agency shall be liable for damages.
22. GARC shall not be responsible, in any way, with regards to any injury, damage or mishap which may happen to any of the employees or agents of the contractors/bidders, during or beyond the duty hours in the premises of GARC or in course of discharge of their duties.
23. None of the workers of the contractors/bidders, deployed for any services to be rendered by the latter to GARC shall have any right or claim against GARC to absorption or job with GARC on the basis of any such services rendered by him.
24. The contractor shall ensure that no contractual worker engaged through him is a member of any Trade Union or any other Trade Union in the region or take part in the Trade Union activities or involve himself in or associated with any trade union or take recourse for any action through the Trade unions.
25. Any damage caused to any equipment/article or item available at the premise of GARC due to negligence of the contract workers/agent of the contractors/bidders shall be on his account and he will be liable to make good the loss to GARC. The amount involved, if any, may at the discretion of GARC, be recovered/deducted from the payment due to the contractors/bidders.
26. The work of the contractors/bidders shall be reviewed periodically by GARC/representatives. If, on the basis of the report of GARC/representatives, GARC finds that the contractor/bidder has failed to perform as specified in the contract, she/he may be terminated with suitable replacement provided by the contractor/bidder.
27. If on the basis of the report of GARC, GARC finds that the work/service rendered by the contractor/bidder are found unsatisfactory, GARC, without any notice to the contractor /bidder, terminate the contract forthwith. The letter communicating such termination of the contract shall be served on the contractor/bidder in person or by registered post at the address mentioned in this contract or on the last known address.
28. Without prejudice to the right of GARC for termination of the contract as mentioned in the preceding paragraph, this contract may be terminated by either party by giving one month's written notice to the other party.



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29. Contractor/Bidder should obtain insurance cover for his employees engaged in GARC and third party insurance coverage at his own cost.
30. In case of any dispute, Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and Venue will be at GARC. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated /appointed by GARC and he/she shall not be a person below the rank of Manager.
31. The contractors/bidders are required to submit two bids i.e. technical bid and financial bid in the prescribed format i.e. Annexure -I and Annexure -II respectively.
- a. The technical bid and the financial bid should be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly marked as "Hiring of contractual employees (Utility) from registered contract staffing service agencies".
 - b. The date of opening of financial bids will be intimated later on to the technically qualified bidder.
 - c. The Bids will be opened at GARC office at the date and time mentioned in Tender / corrigendum in the presence of Bidders or their duly authorized representatives, who choose to remain present at the time of opening the Bids. A letter of authorization shall be submitted to GARC, by the Bidder's representative before the opening of Bids. Absence of bidders or their duly authorized representatives shall not impair the legality of the bid opening process. All bidders or their duly authorized representatives shall be required to sign the main bid envelopes by way of confirmation of sealed bid status at the time of opening of bids. After identification signing, the Procurement Committee representative shall open the bid envelope. This will not give any right to the bidder to claim that he is successful in the bidding process. Bid envelopes shall be required to sign by all the authorized representatives and the same will be kept under the custody of GARC.
 - d. Refusal to sign on any of the bid envelopes by any of the bidder or his duly authorized representative may disqualify him from the process at the discretion of members of the Tender opening Committee present at the time of opening of the Bids.
32. The rates must be written both in figures and in words on our prescribed format duly signed & stamped by the bidder. Correction if, any are to be made by crossing out, initialing, dating and re-writing. In case of discrepancy between the words and figures, lower of the two shall prevail.



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All overwriting /cutting, insertions shall be authenticated and attested. All statutory deductions shall be applicable while releasing payments.

33. Rates/quotations should be signed by the Tenderer with its current business address and PAN.
34. The Tenderer shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein and submit the same.
35. Financial bids of only those bidders, which are technically qualified, will be opened thereafter in the presence of interested bidders, who may wish to be present.
36. The bidder will have to submit an **EMD of ₹ 80,000.00/- (Rupees Eighty Thousand only)** in the form of DD/RTGS/NEFT in favour of **Global Automotive Research Centre'** payable at Indian Bank, Padappai, Bank A/C No. 919074447, IFS code –IDIB000P160 **along with technical bid**. The earnest money shall bear no interest. Quotation received without the requisite EMD will be liable for rejection.
37. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidders withdraw or the details furnished in Annexure -I &II are found to be incorrect and false during the tender selection process. EMD of selected bidder will be returned on furnishing Performance Security.
38. The successful bidder on award of contract will have to submit a **Performance Security deposit (@5% of the contract Sum for year)** in the form of demand draft/Bank guarantee as per GARC format from a nationalized bank. This security deposit shall be forfeited in the event of violation of any of the terms and conditions of this tender by the bidder or in the event of any verifiable complaint of non-payment of minimum wages as per law. The security deposit so deposited shall bear no interest.
39. The tender details are also available GARC & NATRIP Websites and can be downloaded from www.garc.co.in (or) www.natrip.in (or) <https://eprocure.gov.in/epublish>
40. GARC reserves the right to reject any or all tenders or cancel the Tender Inquiries without assigning any reason whatever.



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ANNEXURE-I

**COVERING LETTER WHICH MUST BE SUBMITTED BY THE
TENDERER/BIDDER DULY FILLED IN, SIGNED AND STAMPED WITH NIT NO.
129/NATRIIP/GARC/ADMIN/2019/276**

Ref:

Date:

To
The Procurement Officer
Global Automotive Research Centre
Plot E-1, Oragadam Industrial Growth Centre
Oragadam, Mathur Post,
Sriperumbudur, Taluk,
Kanchipuram District-602105

Part-A: Technical Bid:

The following documents must be duly filled in, signed and stamped

1. The copy of covering letter (Annexure-I)
2. Payment Acknowledgement Slip of RTGS/ NEFT transaction towards Earnest money of **EMD of ₹ 80,000.00/- (Rupees Eighty Thousand only)** in the form of RTGS/ NEFT No..... datedin favor of **Global Automotive Research Centre**' payable at Indian Bank, Padappai, Bank A/C No. 919074447 IFS code –IDIB000P160 IFS code – SBIN0020446
3. The tender terms and conditions duly signed and stamped on each page in token of acceptance of the same in its entirety.
4. List of present orders in hand
Copy of Partnership Deed/Memorandum of Articles of Association by partnership firms/companies duly attested. In case of partnership deed, the same is registered/not registered.
5. In case of firm registered with MSME, Certificate from MSME (NSIC Certificate) clearly



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specifying the date of registration alongwith starting of manufacturing process and whether it is registered under ST/SC. The firms registered with MSME will also have to submit a copy of Udyog Aadhar Memorandum

6. Notices & corrigendum, if any will be published on www.garc.co.in, www.natrip.in & <https://eprocure.gov.in/epublish> during the tender process.

Part-B: Price bid: submitted as per “PRICE BID” format.

DECLARATION

(To be executed on Bidder's letter head)

I/We having acquainted with the content & requirement of this Tender, do hereby accept to furnish the same in compliance with all terms & conditions. I/we have not tampered/modified the tender in any manner and breach of any such, will result in rejection of Tender and / or prosecuted.

I /We hereby declare that our Firm/Company has not been blacklisted or debarred in the past by any other Government organization from taking part in Government tenders

In case the above information found false or in case of breach of any of terms and conditions at any stage of Tender or Contract, I/We are fully aware that the Tender/ Contract will be rejected / cancelled by GARC and Payments , Bid Security (EMD), Performance Security, etc., will be forfeited.

Signature of the Bidder: _____

Name and Designation: _____

Address: _____

Contact details: _____

Place:

Date

Signature & Seal of the Bidder's Firm



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ANNEXURE-II

Instructions to Tenderers

1. GENERAL:

- a) The tender should be addressed to the officer who has invited the tenders.
- b) Any offer made in response to this tender, when accepted by the Global Automotive Research Centre will constitute a contract between the parties.

2. SUBMISSION OF TENDER:

- a) Every tender shall be made out in English. All amounts shall be indicated by tenderer in figures as well as in words, when there is any difference between prices quoted in figures and words, lower of the two shall prevail. Tender should be free from over writings. All corrections and alternations should be duly attested by the tenderer.
- b) Tender is to be sent by post or deposited in the tender box kept for this purpose in the Office of GARC so as to be available within the due date and time fixed, in a sealed envelope.
- c) A true copy of the partnership deed (and Articles and memorandum of GARC) duly attested should be furnished.
- d) A true copy of GST registration certificate shall be enclosed along with tender.
- e) Tenders received after the specified time and date are liable for rejection.
- f) Tenders not submitted in the prescribed format and not completed in all respected are likely to be rejected.
- g) The tender documents are not transferable. Only those firms can participate in whose name the tender shall be issued.
- h) The tender with terms and conditions duly signed on each page shall be sent along with the Earnest Money Deposit, with a covering letter as prescribed in one cover And PRICE BID shall be kept in another cover and both should be kept in single



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cover.

- k) Tender shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tender) even though GARC may decide to withdraw the "Invitation of Tender" or reject any / all tender(s) without assigning any reason thereof.

All other terms as above for submission of tenders shall be followed.

3. OPENING OF TENDER:

- a) Tenders will be opened on the specified date and time in the office of the Officer inviting the tender or as directed by him, in the presence of such of those tenderers who may choose to be present. The representatives will have to establish their identity to the satisfaction of GARC by producing authorization letters from the firms /GARC. Otherwise they may not be allowed to be present at the tender opening.
- b) The tenders who are not received in separate sealed covers as explained above are liable for rejection.

4. CLEAR UNDERSTANDING:

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood about the requirements, terms and conditions. No extra payment will be made or any other claim whatsoever entertained on the pretext that the tenderer did not have a clear idea of any particular point(s).

5. VALIDITY OF OFFER:

The bids shall remain valid for a period of 90 days from the date of opening the technical bids. No revision/modifications in the tendered rate will be allowed during the period of original validity of tender or the extended period except for any reduction / revision as may be asked specifically by GARC during negotiation.

6. REFERENCE LIST:

The tenderer(s) should submit along with their tender(s) the list of unexecuted orders in hand, if any, for same/similar jobs and period by which jobs are proposed to be completed.



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7. AWARD OF CONTRACT:

- a) GARC reserves the right to accept in its sole discretion, any tender for whole or part quantities/part work or to reject any or all tenders without assigning any reasons thereof and without, entitling the tender to any claims whatsoever.
- b) Firms which have failed to fulfill earlier contractual obligations may not be considered.
- c) If no separate agreement has been signed by the parties to the contract, the LOA/Order resulting from this tender including all negotiations and detailed order to be issued subsequently, with items and conditions and stipulations as agreed to by the tenderer and to the extent modified during negotiations, constitutes the contract agreement relating to the work between the successful tender and GARC and the parties shall be bound by the terms and conditions and all provisions of this contract.
- d) GARC does not bind itself to accept the lowest or any tender to assign any reason for non-acceptance of the same.

8. OTHER CONDITIONS:

- a) The successful tenderer, on receipt of Work Order, should provide manpower as per requirement. The details of manpower with copies of testimonials and experience etc., being provided are submitted in advance for scrutiny.
- b) The time and date of providing manpower will be specified in advance.
- c) Any breach of contract, GARC will be entitled to take any other course of action against the supplier as it may deem fit like stoppage of business dealings / debarring from tendering etc
- d) All statutory payments like taxes etc as implemented by Central and State and its amendments from time to time will be applicable to this contract

9. EARNEST MONEY DEPOSIT:

- a) All Tenderers including those registered with the Corporation should furnish earnest money as mentioned hereof.
- b) Earnest Money will be forfeited if the rates are revised or modified upward during the validity period of extended period. Earnest money will also be forfeited if the security deposit is not furnished or work not started after acceptance of order/LOA.
- c) The Earnest Money Deposit will not bear any interest.



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- d) The Earnest Money Deposit of successful tenderers would be adjusted the security deposit and that of others will be refunded, except in the cases mentioned in 1.2 above, and mentioned in clause 37 above.
- e) Public Sector Undertakings (Central/State) and SSI Units registered with NSIC are exempted from submission of Earnest Money Deposit. The SSI Units shall furnish a documentary proof to the effect that they are registered with NSIC along with the tender documents.

10. SECURITY DEPOSIT:

- a) The amount of Security Deposit as specified in the terms and conditions of the tender shall be deposited by the successful tenderers within 15 days of acceptance of offer or as per advice of GARC.
- b) Failure to furnish performance Security Deposit in accordance with the conditions of the tender within 15 days of the or as advised alternatively will be considered to be breach of contract, which would give GARC the right to terminate the contract and forfeit the EMD, also will be entitled to take any other course of action against the successful tenderers as it may deem fit like stoppage of business dealings / debarring from tendering etc.
- c) The Security Deposit may be made either by bank draft or bank guarantee in favour of GARC from a schedule Bank in the prescribed form valid for a period of Sixty days beyond the date of completion of all Contractual Obligations.
- d) If work is not started after acceptance of work order, EMD/SD will be forfeited.
- e) In the event of any approved upward revision in the value of the contract, the successful tenderer will on receiving intimation from GARC, make further deposit as specified by GARC towards the increased value of the contract.
- f) The Security Deposit will not bear any interest, GARC reserves the right to adjust security deposit towards any amount due to it from the successful tenderer against this contract or against any other contract with GARC and on such an event the successful tenderer on receipt of notice from GARC shall make further deposit to restore the security deposit to the full amount.
- g) The Security deposit shall be liable to be forfeited wholly or partly at the sole discretion of GARC, should the successful tenderer either fail to complete the jobs assigned to him / them as per agreed time schedule or to fulfill his / their contractual obligations or to



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settle in full his / their dues to GARC.

- h) GARC is empowered to deduct from the Security Deposit or any other outstanding amount any sum that may be fixed by GARC as being the amount of loss or losses or damages suffered by it due to delay in performance or non-performance of any of the conditions of the tender / contract. GARC will, however, not be bound to prove any demonstrable loss or damage suffered.
- i) Bank Guarantee as required under this contract or agreed to against any advance made by GARC/Contract Performance etc. shall be extended by the contractor whenever so required by GARC and without any question for recovering the period of completion and finalization of work, performance etc, failure to do so, shall entitle GARC to encash the Bank Guarantee against it towards any dues, recoveries, etc.

11. SUB-LETTING OF CONTRACT:

The Contractor shall not sub-let or assign this contract or any part thereof without obtaining, prior written permission of the Corporation.

12. NON-PERFORMANCE OF CONTRACT/CANCELLATION OF CONTRACT / RIGHT OF GARC:

- i) GARC reserves the right to cancel the contract if the contractor fails to carry out the jobs assigned to him as per contract and as per the instruction given by authorized representative of GARC. In addition, GARC may also take any other remedial measures in such as event as described hereunder.
- ii) Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the tenderers, their partners, agents or servants to any officer, servant or representative of GARC for obtaining or for execution of this or any other contract or for receiving payments under the contract shall, in addition to the criminal liability he may incur, will subject the tenderer to cancellation of this or any other contracts and also to payment or any loss resulting entitled to deduct the amount so payable from any money otherwise due to the tender under this or any other contract, any question or dispute as to whether the tenderers have incurred any liability under the clause shall be settled by GARC in such manner and on such evidence or information as it may deem fit and sufficient and GARC decision in this regard shall be final and conclusive.
- iii) In case of any compelling circumstances or for any other reasons and in the opinion of



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GARC, the contract needs to be determined and terminated at any stage during the execution, GARC shall be entitled to do so, giving one month's notice in writing. In such an eventuality, no compensation, whatsoever, for any arrangement is made by the contractor or for any liabilities incurred by him or any consequential loss will be payable by GARC except the payment for work actually done at contracted rates, after making good all dues recoveries, if any etc. GARC also reserves its right to suspend the contract for any compelling reasons if in the opinion of GARC it is so required. In such an eventuality, the time or completion will be extended to the extent of suspension period but no claim whatsoever for any damages, increase in rates, idle wages machinery etc., will be payable to the contractor.

- iv. The contractor shall abide by the contract labour (Regulation and abolition) Act, 1970.
- v. If any damages are caused to any of the contractors Vehicle / belongings / equipment / machinery/ materials / establishments etc. or any injury is caused to or death occurs of any person employed by him in connection with the performance of this contract, due to negligence of any person employed by him or otherwise, GARC shall not be liable for damages or compensation in respect thereof under the workmen's Compensation Act or otherwise.

13. CHANGES IN CONSTITUTION:

- a) Without prejudice to any of the rights or remedies under this contract, if the contractor is a proprietorship concern and the proprietor dies during the subsistence of the contract, GARC shall have the option to terminate the contract without paying compensation of any kind consequential loss etc., to any claimant i.e., legal heirs and successors.

14. FORCE MAJEURE CONDITIONS:

- i. If at any time during the continuance of the agreement / contract it becomes impossible by reasons of war, or war like operations, strikes, lock-outs, riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm, or floods, the contractor shall, during the continuance of such contingencies not be bound to execute the contract during this period as per agreement / contract time schedule. The work shall be resumed immediately the contingency (ies) has / have ceased or otherwise determined and Contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The contractor shall however, inform GARC by registered post/e-mail about such acts as the beginning



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and end of the above causes of delay within ten days of occurrence and cessation of such force majeure conditions.

- II. In the event of delay in performance of GARC work if arising out of causes of force majeure, GARC reserves the right to impose penalty, cancel the order / contract without any compensation, whatsoever, and / or any consequential loss etc.

15. DISPUTE UNDER THIS CONTRACT AND ARBITRATION:

In the event of any question / dispute, breach of or difference arising in respect of the meaning and scope of terms and conditions herein or in connection with any matter under this agreement (except for those matter which are to be decided as per provisions made in these terms and conditions) the same shall be referred to the sole arbitration by the competent authority of GARC. There will be no objection if the arbitrator is an employee of GARC and he had at anytime in discharge of his duties as an employee of GARC has expressed views on all or any of the matters in dispute or difference. In case the employee of GARC who has been so appointed as an Arbitrator ceases to be in the employment of GARC because of his superannuation or otherwise in any manner, shall no longer remain as an Arbitrator from that day GARC shall appoint another employee of GARC as sole arbitrator in his place who shall proceed in the matters from the stage where the previous arbitrator had left the proceedings. Except where the award is an arbitral award on agreement terms under section 30 of the Arbitration and Conciliation Ordinance, 1996, the arbitrator shall give award with reasons in respect of each claim, dispute or a difference referred to him. The award of the arbitrator shall be final and okay and binding on the parties to this contract and persons claiming under them respectively.

- a) Subject to the aforesaid Arbitration and Conciliation Ordinance, 1996 and the rules made there under and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.
- b) The work under the contract shall be continued uninterrupted during the pendency of the arbitration proceedings and no payment due from one to the other parties therein shall be with held on account of pendency of such proceedings unless such payment related to the matter under arbitration. The venue of the arbitration shall be Chennai or such other place as the arbitral tribunal at his discretion may determine.

16. JURISDICTION:



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It is hereby agreed by the parties here to that only High Court, Chennai shall have jurisdiction to decide or adjudicate upon any dispute, which may arise out of or be in connection with this agreement.

17. CONDITIONS GIVEN BY THE TENDERERS:

With the acceptance of the terms and conditions described in this tender, any terms and conditions given by the tenderers contrary to those conditions shall be treated as withdrawn by the tenderer(s).

- a. Normally price negotiations will be conducted. Tenderers are advised to quote most competitive rates. GARC reserves the right to negotiations when quoted rates received on the higher side.
- b. In the event of negotiations, only downward revision of rates will be allowed with L1 bidder. Any change in technical bid terms as agreed earlier, will not be permitted at this stage. Hence, any qualifying remarks in the price bid revised / negotiated offer will not be entertained and shall render the tender liable for rejection and forfeiture of earnest money deposit.

18. In the event of any accident took place during operation/execution of contract, neither with two wheeler/four wheeler etc. nor with manpower of contractor, the total responsibility lies on the contractor. All the relevant expenditure i.e. survey, compensation, TA, transportation charges, insurance, liaison with concerned authorities etc., and whatsoever it may be, will be on contractor's account only, meaning thereby totally expenditure/ responsibilities lies on the part of contract.

19. No accommodation will be provided in case of manpower proved by the contractor required to work at GARC, Oragadam.

20. All statutory payments like taxes etc as implemented by Central and State and its amendments from time to time will be applicable to this contract.

21. The tender will be awarded on over all L-1 basis.



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ANNEXURE-III

SPECIAL TERMS AND CONDITIONS FOR HIRING CONTRACTUAL EMPLOYEES (UTILITY) FROM REGISTERED CONTRACT STAFFING SERVICE AGENCIES

1. The persons employed by the contractor are treated as the Contractor's employees. The contractor is responsible for the conduct and character of these persons. He should not engage persons who are not of good character/conduct as well. The contractor should ensure that his personnel maintain good behavior and discipline with respect to the officials, employees and as well as visitors.
2. The contractor shall be solely responsible for any accident / injuries to his personnel or to third parties arising out of or in the course of employment of such personnel and shall adhere to all the formalities, regulations / obligations, such as reporting to the appropriate authorities, treatment of the injured and meeting the expenses incidentals therein , payment of compensation etc. The contractor shall be solely responsible for all acts of commissions or omissions on the part of the security personnel posted at GARC's premises.
3. If the contractor defaults any time in the payment of wages, allowances benefits contributions dues under any applicable legislation or in providing insurance cover as aforesaid it shall be lawful but not obligatory for GARC to pay or discharge the above obligations for and on behalf of the contractor and deduct all amounts spent by GARC for and on behalf of the contractor from GARC under the present contract and if no amount is due to contractor GARC shall have the right to recover all such payments from him, having recourse to legal proceedings.
4. GARC shall be at liberty to oversee and inspect the operation of the contractor as deemed fit by GARC, provided such inspections shall not absolve the responsibility and obligations of the contractor enumerated under these presents.
5. **SERVICE TAX / GST & TDS on GST :**

GST applicable will be reimbursed (at the discretion of GARC) to the contractor on production of original documents to GARC as a proof of GST been paid by the Contractor and as may be amended from time to time.



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6. The contractor/bidder have to submit copy of valid Service tax / GST, PF, ESI, CST/VAT/TIN, TAN, Trade tax registration, labour department registration and PAN prior to release of his first bill.
7. The contractual workers shall be paid minimum wages as per the prevailing wages prescribed by the Minimum Wages Act, of the Central Govt of India from time to time.
8. The Service Charges/ Commission amount quoted should be applicable for the entire period of contract and no request for enhancement will be entertained. However, in case the applicable wages/taxes/PF/ESI Bonus, etc. are changed statutorily, effect to the same would be given by GARC to that extent.
9. While all efforts have been made to avoid errors in drafting of the tender documents, the bidders are advised to check the same carefully. No claim on account of any errors detected in the tender document shall be entertained.
