



## **TENDER DOCUMENTS FOR**

**“Supply, Installation, Commissioning,  
Training & Acceptance of Battery  
Emulators”**

**TENDER NO. 439/GARC/EV/2022-  
23/Battery Emulator/23**

### **Annexure X - Format for Contract Agreement**

**Supply, Installation, Commissioning, Training & Acceptance of Battery Emulator**

Global Automotive Research Centre, Plot E1,  
SIPCOT Industrial Growth Centre,  
Oragadam, Mathur Post, Sriperumputhur Taluk, Kanchipuram – 602 105, Tamil Nadu

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## ARTICLES OF AGREEMENT

**THIS CONTRACT AGREEMENT** on ..... between Global Automotive Research Centre, (GARC) hereinafter referred to as “**the Employer**” or “GARC” as the case may be, which expression shall include its successors and assigns), and whose principal place of business is at Plot E1, SIPCOT Industrial Growth Centre, Mathur Post, Oragadam, Kancheepuram Distt- 602105, of the **One Part**,  
and

**M/s.....** **having** its registered office at ..... a company incorporated under the laws of ..... of the other part (hereinafter referred to as the “**Contractor**” which expression shall include its successors).

GARC and the Contractor are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”.

### WHEREAS:

- (A) GARC has been set up for the implementation of the National Automotive Testing R&D Infrastructure Project (NATRIP) (hereinafter referred to as the “Project”) / NAB under the Auto Policy of the Government of India.
- (B) GARC wishes to appoint a contractor to execute the Works including without limitation to the designing, manufacturing, assembling and functional testing prior to shipment, delivery, installation, integration of systems and system checking, testing and commissioning of the Equipment and supply of special tools, requisite software, supply of Spare Parts and training to the personnel, operators and mechanics of GARC including Project Facility operations personnel and Project Facility operation trainers and necessary after-sales

service and maintenance support, as agreed with GARC and in accordance with the terms of this Contract (“Works”) ..

- (C) The Employer invited open bids on international basis vide Invitation for Bids dated----- for the Works vide its Tender No ----- (“Tender Documents”).
- (D) Pursuant to the bidding process, the Employer selected M/s. ...., vide their letter of bid, dated ....., as the successful bidder and awarded the Letter of Acceptance (LoA) No. .... to the contractor on ..... for a negotiated sum of ..... (“Contract Sum”) for the Works (“Letter of Acceptance”).
- (E) The Contractor has represented to the Employer that it has the experience, expertise, capability and know-how to ensure that the Works are executed and completed in accordance with the terms of the Contract (hereinafter defined) in a safe and environmentally responsible manner and that the Works will be capable of seamless integration with Related Works and be carried out on, under and over the Project Sites.
- (F) The Contractor also acknowledges that the Employer has entered into or will enter into other contracts with other contractors and/or parties for elements of the Project (and not comprised in the Works) and that the Employer will have Related Works performed and that it is of paramount importance that the Works are fully and completely co-ordinated with the Related Works in view of their concurrent and sequential nature.
- (G) Relying upon the said representations and acknowledgments of the Contractor, GARC wishes to appoint the Contractor to implement, perform, execute and complete the Works including the remedying of any defects therein and the Contractor agrees to carry out and complete the Works, on the terms and conditions of the Contract.

THEREFORE IN CONSIDERATION OF THE FOREGOING IT IS AGREED BETWEEN THE PARTIES as follows:

1. In this Contract (and the Recitals to it) words and expressions shall have the meanings assigned to them herein and in the Conditions of Contract (Special Conditions of Contract, the General Conditions of Contract and Technical Conditions of Contract) referred to below.
2. In consideration of the payments to be made by the GARC to the Contractor under the Contract, the Contractor shall carry out and complete the Works and discharge all the other obligations on its part specified in, and in all respects in accordance with, the Contract and to the satisfaction of the Employer.
3. In consideration of the full and complete discharge of the Contractor's obligations under the Contract, the GARC shall pay to the Contractor the Contract Sum (as added to or subtracted from in accordance with the Contract) at the times and in the manner prescribed in the Contract.
4. The L/C will be opened for ..... [.....percent] value of the contract amount by GARC and balance 20% [twenty percent] value of the contract amount will be paid after successful installation, commissioning and acceptance of works at respective sites, as mentioned in the Annexure VII of the tender documents.
5. The following documents shall be deemed to comprise the Contract in the following order of priority:
  - 5.1.1 The Articles of Agreement
  - 5.1.2 The Letter of Acceptance; (LoA)
  - 5.1.3 The Bids along with all the attachments submitted by the contractor;
  - 5.1.4 The tender documents, addendums/modifications by GARC, if any;

- 5.1.5 Special Conditions of Contract, as given in the bid document;
- 5.1.6 Technical Conditions of Contract, as given in the bid document;
- 5.1.7 General Conditions of Contract, as given in the bid document;
- 5.1.8 The specifications, as given in the bid document; including the missing information / clarification / confirmation submitted by the contractor during the evaluation process (if any).
- 5.1.9 The drawings, as given in the bid document;
- 5.1.10 The financial bid submitted by contractor on ----- . The detailed Bill of Quantity (BOQ) including the breakup of other costs associated with Pre-acceptance and Training etc.
- 5.1.11 Other Contractor’s Documents; such as PBG etc.;
- 5.1.12 The Purchase order No.----- to be issued in this regard.
- 5.1.13 The Schedules, the Contract Forms, the Technical Proposal and any other documents forming part of the Contract.
- 5.1.13 Future correspondence regarding technical or commercial and Minutes of Meeting (MoM) etc., subsequent to signing of this contract agreement, agreed and signed by the respective Site-In-charges of M/s. .... and GARC, will be binding on both the parties and will form as the part of the contract agreement.

6. The key personnel earmarked for this Project from GARC and the Contractor are as under:

GARC	
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Contractor	
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7. This Contract will be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
8. The terms and conditions of this Contract have been fully negotiated between the GARC and the Contractor as parties of competent capacity and equal standing.

IN WITNESS whereof this Contract has been executed and delivered as an agreement by the Parties, the day and year first before written and in accordance with laws of India.

For and in the name of the GLOBAL AUTOMOTIVE RESEARCH CENTER acting through and represented by  (Signature)	For and in the name of the M/s.  ..... represented by  (Signature)
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