



**NATIONAL AUTOMOTIVE TEST TRACKS  
(NATRAX)**

**TENDER DOCUMENT**

**FOR**

**Hiring of an HR Consultant for preparation of HR  
Policy Manual for NATRAX**

**TENDER NO. NATRAX/ADMIN/270 (VOL-1)/HRP/21/020**

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**NATIONAL AUTOMOTIVE TEST TRACKS (NATRAX)**

(A Division under NATRiP Implementation Society, Ministry of Heavy Industry & PE, Govt of  
India)

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[To be submitted in separate sealed envelopes]

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**PART – A (TECHNICAL BID)****1 BRIEF ON TENDER**

1.1 NATRAX is one of the state-of-the-art testing and certification centres under NATRiP, a flagship project of Ministry of Heavy Industries, Govt of India planned under the Automotive Mission Plan launched by Government of India. It is located in the vibrant industrial township of Pithampur (Dist Dhar) on 2,960 acres of land offered by Government of Madhya Pradesh. NATRAX is a modern Automotive Proving Ground and will provide one stop solution for comprehensive testing and evaluation, Research & Development and Certification to entire automotive and auto component industries. An investment of Rs. 1,321 Crores has been envisaged for this prestigious project by Government of India. NATRAX will be the largest automotive proving ground in Asia and one of the largest in the world.

The objective of NATRAX proving ground is to offer world-class testing and evaluation services catering for all categories of vehicles from 2/3 wheelers to heavy commercial vehicles as per National and International standards. NATRAX is emerging as a Centre of Excellence for Vehicle Dynamics to cater for the design and development activities of OEM's in the country and abroad. The test tracks at NATRAX, while are meant primarily for development tests for Automotive and Auto component sector can also be used for homologation tests.

NATRAX proving ground consists of 14 different types of test tracks viz., High speed Track, Dynamic Platform, Multi friction Braking Track, Fatigue Track, Gradient Track, Gravel and off road track, Handling Track, Comfort Track, Handling Track for 2&3 wheelers, Sustainability Track, Wet skid pad, Noise track, General road along with Dust Tunnel, Water wading trough, Salted Water wading trough, Shower test rig etc. for comprehensive testing and evaluation, Research & Development and certification of vehicles. These test tracks are open-air laboratories with stringent specifications







and quality control to meet International standards. All these test tracks/facilities are ready except High speed Track which is under construction.

NATRAX also contains state-of-the-art Vehicle Dynamics Lab and Power Train Lab complimented by CAE (Computer Aided Engineering) Lab, Instrumentation Lab, Client Workshops and General Storage building as support facilities. The Vehicle Dynamics Lab houses one of its kind facility in the country i.e. Kinematics and Compliance (K&C) Test rig for measurement of suspension parameters and Damper Test rig, Elastomer Test rig & Steering Test rig for measurement of performance of components, which can be used for mathematical modelling and prediction of performance using CAE tools and improve ride and handling characteristics in automobiles. The Power Train Lab contains a Chassis Dynamometer coupled with Emission measurement system capable of benchmarking and testing compliance to emission norms of National and International regulations. These laboratories are operational and in use by the Industry.

NATRAX, Indore located in central auto-cluster of the country is being used by most of the Automotive OEMs and component manufacturers for comprehensive performance evaluation, R&D and homologation by the Automotive Industry from India and abroad.

**NATRAX has decided that HR Manual describing the HR and Admin policies of the organization in detail needs to be developed on priority basis.**

The consultant will be a great help to develop HR systems and policies like recruitment and selection policy including job descriptions / structures, performance management system, payroll management, employee retention, welfare policies etc by designing HR manual of NATRAX. In addition to this, consultant can guide to improve existing systems and to utilize the available resources in an effective manner. The development of this manual will enable NATRAX to implement a robust and transparent HR & Admin systems and policies.





NATRAX hereby invites sealed tender from reputed Human Resource consultancy firms for "Preparation of HR Policy Manual for NATRAX".

Description of work	Contract Period	Value of EMD	Last date for submission of Tender
"Hiring of an HR Consultant for Preparation of HR Policy Manual for NATRAX"	6 months (including preparation period of 2 months & implementation and modification period of 4 months)	Rs. 20,000/- (should be valid for 180 days)	15.00 Hrs 18 <sup>th</sup> Feb 2021

### 1.2 Objective

The major objective of this consultancy is to develop HR & Admin Policy Manual based on study of user requirements, government policies and latest trends followed in industry and will be able to:

- Ensure compliance with laws, rules and statutory regulations
- Promote efficiency of performance and effectiveness of controls
- Implement a robust HR and administration policy with adequate controls
- Implement an efficient system of recruitment, selection, performance appraisals, training & development, employee welfare and retention policies etc.
- Facilitate greater accountability and transparency





The HR policy manual should bring out the salient features of office procedures in every area of activity and the records, documents required to be maintained and the forms, contents and periodicity of various reports/returns to be generated.

### 1.3 Tasks

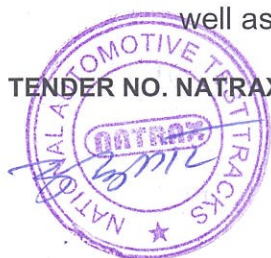
The designated consultant will carry out the following tasks:

- (i) Conduct a detailed User Requirement Study to review and define the systems / procedures for the manual.
- (ii) Provide inputs from policies of various public sector undertakings / large private industries.
- (iii) The User Requirement study should lead to development of an HR Manual that is robust and transparent.

### 1.4 Deliverables

Expected deliverables in English language from the consultant will be in form of an HR policy Manual consisting of following:

- Background of Organization as well as of HR department (with vision and mission statements of NATRAX and objectives of HR Manual)
- Recruitment & Selection Policy (with organization structure and job description for each position on regular rolls) including policies for regular / contractual / third party contract / interns and trainees.
- Induction / Orientation policy / probation policy
- Retention policies like Training & Development, Performance Appraisals (KRA/KPI based), Promotion Policy, Payroll management, Reward & Recognition Policy, Employee benefits like leave policy, holiday policy, office celebration policy, canteen / transport policy, detailed service rules for each category of employees including leave, travel allowance/entitlements, code of conduct, disciplinary procedures, grievance redressal policy, ethics at work policy, uniform, mobile phone/laptop/desktop policy, Separation policy/terminal benefits, other benefits like LTA/CEA, loan/advance policy etc.
- The records, documents required to be maintained for the above policies and well as all the formats / reports shall be provided by the consultant.



### **1.5 Capacity Building & Implementation support**

The consultants shall also provide support for introducing the manual to the staff as well as in its implementation and modifications after implementation, if required during the contract.

### **1.6 Methodology**

The consultancy will be carried out in consultation with NATRAX. The consultant will consider all relevant procedures, documentation, and experiences available in similar organizations in the automotive industry including private industry, autonomous bodies like ARAI, iCAT and CPSEs like BHEL etc. and any other relevant organization at the national and international level. The consultancy should study the best practices related to principles, procedures and standards for similar organizations in the industry, including the existing needs and procedures of NATRAX. Consultant will be required to interact with NATRAX team regularly to understand the requirements. In the contract, during preparation of HR manual in 60 days, one visit in every fortnight for 2 members is expected for which the cost shall be paid at actuals. Other than this, considering the current Covid scenario, regular online interactions through VC / web meetings shall be arranged with NATRAX team by the consultant.

### **1.7 Schedule**

A detailed work schedule would be prepared and agreed upon by all the parties before the start of the consultancy. The time period for the consultant to carry out the tasks listed in para 1.4 above will be approximately 60 days from the date of award. After this, 120 days the contract shall be on for doing modifications / additions in the original documents as per client requirement.



## 1.8 Eligibility criteria

The bidder whose bid meet the following eligibility criteria would only be considered as responsive and shall be evaluated by NATRAX.

### 1.8.1 MINIMUM ELIGIBILITY CRITERIA

- i) It should be a valid legal entity in terms of partnership firm / private limited company / limited company. (Copy of registration having date of commencement of business)
- ii) It should have registration under the applicable acts like PF, service tax etc. Copies of Service Tax/GST Registration Certificate, Permanent Account Number (PAN), EPF registration certificate and ESI registration certificate should be furnished as documentary proof.
- iii) It should have a minimum seven years' experience of consultancy services in the field of HR.
- iv) It should have designed HR policies / manuals for at least 3 customers including private companies / public companies / government organizations (copies of work orders / contract agreements for the same should be attached) for last 7 years).
- v) ITR Returns for last three Assessment years including Audited Balance sheet (2017-18, 2018-19 & 2019-20) should be provided.
- vi) It should have the average turnover of **Rs. 1 crore**, in the last 3 financial years (2017-18, 2018-19 & 2019-20).
- vii) List of clients with 3 references (name and contact numbers) to be attached.
- viii) List of three team members along with their CVs who will be involved in this project.
- ix) ISO 9001 certification.
- x) The bidder should not have been black listed by any State Government or Central Government. A self-declaration to this effect shall be submitted by the bidder on letterhead.





- xi) Check-list to be attached (Annexure-A).
- xii) *Should have completed **Similar works**\* component in the last 7 years meeting the following criteria:*

(a) One similar completed work costing not, not less than @ **80% of estimated cost.**

(OR)

(b) Two similar completed works costing not, not less than @ **50% of estimated cost.**

(OR)

(c) Three similar completed works costing not, not less than @ **40% of estimated cost.**

*"Similar Works Completed in the field of Designing and preparation of HR Related policies/Policy and Manuals for administrative functions for any Reputed private firm/Limited Company/Central Govt./State Govt. /PSU/Autonomous Body or and other reputed organization.*

*Note: Documents in support of the minimum eligibility criteria are compulsorily to be provided in the technical bid.*

### **1.8.2 DESIRABLE**

- xiii) The bidder shall have a local office in Indore/Dhar. A copy of registration from local municipal authority / office lease agreement shall be provided to support the same.
- xiv) A detailed presentation (hard copy) should be submitted by the bidder with their action plan / methodology for execution of the HR manual preparation works for NATRAX.

## **2. Tender Conditions**





2.1 Bidders are required to submit their Tender in a single sealed envelope containing two separate packets super scribed "Hiring an HIR Consultant for Preparation of HIR Policy Manual for NATRAX under Tender No NATRAX/ADMIN/270(VOL 1)/HRP/21/020. The said envelope shall contain the following sealed envelopes.

(a) **Technical Bid:** It shall contain all the documents other than Financial bid as per Annex A. All the documents shall be duly signed and stamped sealed.

(b) **Financial Bid:** It shall contain Annexure B duly filled, signed with stamp/seal.

2.2. The sealed tender shall be submitted latest by 15.00 hrs on **18<sup>th</sup> Feb 2021**, at NATIONAL AUTOMOTIVE TEST TRACKS (NATRAX), Agra-Mumbai Highway (Mhow Bypass), After Pithampur Flyover (from Indore), Post-Khandwa (near Pithampur), Dist.-DHAR, M.P- 454 774. No Tender will be accepted after the aforesaid date and time.

2.3 Tender sent telegraphically or through other means of transmission which can not be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.

2.4 The Bidders are expected to carefully examine all the contents of the tender document including instructions, terms and conditions, etc. and take them fully into account before submitting their offer. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's own risk. Bidders which are not responsive to the requirements of the tender/quotation documents will be rejected.

2.5 While all efforts have been made to avoid errors in the drafting of the Tender document, the bidder is advised to check the same carefully. No claim on account of any errors detected in the quotation documents shall be entertained.





2.6 Bidders should study the tender documents carefully & thoroughly before quoting and get clarifications, if required, from NATRAX in this context.

2.7 The Tender prepared by the Bidder and all correspondence and documents relating to the tender exchanged between the Bidder and NATRAX shall be in the English language.

2.8 Each page of the tender documents should be stamped and signed by the person or persons submitting the tender in token of his/their having acquainted himself/ themselves with the tender documents conditions as provided in the Tender document. Any Tender with any of the Documents not so signed is liable to be rejected at the discretion of NATRAX.

2.9 The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a quotation and for entering into a contract, must inspect the site of the work, acquaint himself with nature of job, all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

2.10 The successful Bidder is bound to carry out any items of work necessary for the completion of the job even though such items are not included to achieve end results and deemed to be priced in the other items. No claim on this account shall be entertained.

2.11 The successful Bidder should make his own arrangement to obtain all inputs / information required for the work.

## 2.12 AMENDMENT TO TENDER DOCUMENT

2.13.1 Addendum / Corrigendum to the tender document may be issued prior to the date of opening of the tender to clarify the documents or to reflect any







modifications etc. All such addendum / corrigendum shall be treated as an integral part of the tender document

2.13.2 In order to afford prospective bidders reasonable time for preparing their quotation after taking into account such amendments, NATRAX may, at its discretion, extend the deadline for submission of quotation.

2.14 PROCESS TO BE CONFIDENTIAL:

2.14.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

2.14.2 Any effort by a Bidder to influence NATRAX or any of its functionaries in the process of examination, clarification, evaluation and comparison of Tender and in decisions concerning award of contract, may result in the rejection of the Tender.

2.14.3 Strict confidentiality of the information, data and material collected, whether during or after the professional work shall be maintained.

2.15 NATRAX's RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDDERS:

2.15.1 NATRAX reserves the right to accept / reject or modify any tender/quotation, and to annul the quotation process and reject all tender/quotation, at any time prior to award of Contract, or to divide the Contract between/amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for NATRAX's action.





2.15.2 The bidders are expected to meet the minimum eligibility criteria as given in this document to participate in this Tender. NATRAX will reject the Tender that do not meet the minimum eligibility criteria as laid down, based on their submission along with the Tender documents, even after the bid opening process is concluded.

2.15.3 The contract shall be governed by NATRAX's Conditions for Tender and all other relevant specification applicable.

2.15.4 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the tender not meeting the minimum eligibility criteria, Technical Tender, not accompanied with required compulsory documents or any other requirements, stipulated in the Tender documents are liable to be rejected.

2.15.5 NATRAX reserves the right to accept/ reject or modify any or all proposals without assigning any reasons. Bidders shall not have any cause of action or claim against NATRAX for rejection of their proposals.

2.16 The bids should be accompanied by an Earnest Money Deposit (EMD) for the specified amount (Rs. 20,000.00) in the form of Bank Guarantee / Banker's Cheque / Demand Draft /Fixed Deposit, drawn in favour of "National Automotive Test Tracks", payable at "Pithampur" valid for 6 months, from any of the scheduled bank in India.

**Note:** MSME/NSIC registered bidders shall be exempted for submission of EMD/Bid security as per the policies/Guidelines.

A tender which is not accompanied by such Earnest Money Deposit will be rejected.





**NATRAX reserves the right of forfeiture of Earnest Money Deposit in case, the bidder:**

- a) Does not reply to any queries raised by NATRAX, within the stipulated period that may be raised after opening of the technical or financial bids.
- b) After opening the financial bids, revokes his technical/financial offer or alters any of the quoted rates/conditions of tender.
- c) Does not accept the corrections made by NATRAX to its Bid Price, pursuant to examination of financial proposal and correction of arithmetical errors.
- d) Has not accepted '**Letter of Acceptance**' within the stipulated time.
- e) Fails to provide/ furnish the Performance Bank Guarantee within stipulated period as mentioned in the Letter of Acceptance.

In case of forfeiture of EMD, the Bidder shall be debarred from the bidding, incase of Re-invitation of bids and all forthcoming tenders of NATRAX, for a period which will be desided by NATRAX.

## **2.17 TECHNICAL BID EVALUATION PARAMETERS**

- a) NATRAX shall follow the Segregated bid evaluation system (No bearing of technical score in the financial bid evaluation and L-1 in the financial bid shall be deemed as successful bidder) to determine the successful bidder.
- b) The bidder should qualify all the minimum eligibility criteria (MEC) and should obtain minimum 80% for qualifying for Financial Bid opening. Technical score shall be worked out as under:

<b>S. No</b>	<b>Evaluation Parameters</b>	<b>Marks</b>	<b>Remarks</b>
1	Profile of Company	15	Overall profile reflecting expertise of the team in handling HR services across various





			sectors, firm's client base, Projects handled, services offered, presence pan India etc.
2	The Bidder should be a reputed professional HR Consultancy firm having at least 7 years' experience in HR consultancy works.	20	7-10 years = 10 marks 10-15 years = 15 marks More than 15 years = 20 marks
3	Presentation submitted alongwith technical bid on the action plan/ methodology for execution of scope of Works by the bidder	30	Complete methodology with all steps to achieve the scope of work as defined in this tender document shall be clearly shown in the presentation. This should be self-explanatory.
4	Team strength	20	<i>Depending on the qualification and experience of the team members, marks shall be given.</i>
5	ISO Certification / Awards	10	ISO Certification = 5 Marks Any other Award by any institution on Good performance/systems = 5 Marks
6	Local presence	5	<i>Bidder shall be given 5 marks, if local office of Bidder is present in Indore/Dhar</i>
	<b>Total</b>	<b>100marks</b>	<b>Minimum qualifying marks are 80 marks</b>

## 2.18 OPENING OF FINANCIAL BID:

2.18.1 The Financial Bids of all the qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the





financial bids.

2.18.2 All the qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be asked to sign on all the sealed envelopes containing the Financial Bid.

2.18.3 Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.

2.18.4 Financial Bids of the qualified Bidders shall be opened in the presence of bidders or their authorized representatives.

2.18.5 Absence of bidders or their authorized representatives shall not legally impair the process.

2.18.6 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

2.18.7 Each qualified Bidder or their authorized representative shall be required to sign on the Bid price declaration sheet, against their respective price declared and also on the financial bid submission forms of all the bids. Any Bidder objecting to the same shall be disqualified.

2.18.8 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process.

## 2.19 FINANCIAL BID EVALUATION

- a) No Bidder shall be allowed to propose/carry out any revision / correction / modification in his Price Bid offer.
- b) If there is an error in a total, corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
- c) The bidder needs to fill the rates in word as well as in figures as mentioned in Financial bid. In case of any discrepancy, the rate provided in word shall prevail and correct the amount against the item. The rates should be exclusive of GST.





- d) Contract negotiations, if any, will be held before the issuance of Letter of Acceptance/ Notification of Award. The negotiation shall conclude with a revised offer letter from the successful bidder, affecting the discounts if any and accepted by NATRAX.

## **2.20 Award of Work:**

- a) The successful Bidder shall enter into contract and duly sign an Agreement within 7 [Seven] days from the date of issue of letter of Acceptance (LoA). The LoA issued by NATRAX to a Bidder will constitute a binding Contract between NATRAX and the person so Bidding, whether such formal agreement is not subsequently executed. The successful Bidder shall accept the LoA within 3 days from the date of issue of such letter.
- b) NATRAX shall notify all the unsuccessful Bidders and discharge/ return their Earnest Money Deposit. No correspondence will be entertained by NATRAX from the unsuccessful Bidders.

## **2.21 Submission of PBG:**

The Successful Bidder within Fifteen (15) days of the acceptance of the LoA, shall submit a PBG as per contract, in the form of Bank Guarantee / Banker's Cheque / Demand Draft / Fixed Deposit drawn in favour of *National Automotive Test Tracks*, payable at *Pithampur*, from any scheduled Bank, for an amount equivalent to the 3% of the accepted Contract Value, which shall be kept valid for the entire period of work, i.e. till the completion of 30 days after the date of issue of the 'completion certificate'.

The Performance Bank Guarantee of the successful Bidder will be invoked and forfeited if he fails to comply with any of the conditions of contract.

## **2.22 Validity of bids:**





The rate quoted should be valid for a minimum period of 120 days from the last date of Submission of Quotation. However, NATRAX may request the Bidders in writing to extend the Bid unconditionally beyond the Bid validity period up to an additional period of sixty (60) days without any modification and without giving any reason thereof on exceptional cases. Conditional extension of bid validity shall not be accepted and NATRAX reserves right to reject such bid/s and proceed with the bidding process with the remaining bidders.

### 2.23 CONSULTANT OBLIGATIONS:

- 2.24.1. The Consultant shall sign a Non-disclosure agreement with NATRAX for not sharing any of the information received during execution of this contract from NATRAX.
- 2.24.2. The Consultant shall perform services under this Agreement in a professional manner in accordance with Organization's instructions and in accordance with applicable professional standards.
- 2.24.3. The Consultant shall procure, maintain and observe all relevant and customary regulatory and governmental licenses and applicable approvals necessary for providing services under this Agreement. The cost of such approvals shall be borne by the Consultant.
- 2.24.4. The Consultant shall ensure that any confidential information or material which is obtained during the scope of this Agreement or in negotiation thereof is kept confidential including but not limited to the details of the policies / manual / employee details / organization details / pay structures etc.
- 2.24.5. The Consultant shall ensure that the details of the manual are kept confidential at all times and undertakes not to share this information with any third – parties.
- 2.24.6. The Consultant undertakes that it shall not expose any confidential information except with the prior written consent of the Organization or if directed to do so





by a competent Court provided always that such information has not previously entered the public domain by other means.

2.24.7 The Consultant shall carry out all the work strictly in accordance with specifications, standard practices and instructions of NATRAX or NATRAX's authorized representative. If in the opinion of NATRAX, changes have to be made in the requirements and it desires the Consultant to carry out the same. The decision of NATRAX in such cases shall be final and shall not be open to arbitration.

**2.24 TERMS OF PAYMENT: as tabulated below:**

Sr. No.	Milestone activity	Proposed payment installment
1	On submission of first draft of HR policy manual	25% of contract value
2	On submission of second draft HR policy manual after incorporation of inputs of NATRAX	25% of contract value
3	On submission of final HR policy manual for approval	25% of contract value
4	Balance payment shall be made on completion of contract period of 6 months (subject to completion of scope of works)	Balance 25%

**2.25 CONTRACT PERIOD:**

2.25.1 The Agreement shall commence on the date of LoA and shall be valid for six (6) months.

2.25.2 The Agreement may be extended at the sole discretion of the Organization on mutually agreed terms and conditions.

2.25.3 This Agreement may be terminated by either Party by giving 30 calendar days written notice of such termination to the other Party.

2.25.4 Either party can terminate this Agreement if the Force Majeure event continues for a period of 3 month.





2.25.5 In the event of breach of any of the terms of this Agreement the Organization shall issue a notice to the Consultant to rectify the breach within 7 days. In the event the Consultant fails to rectify the breach within the stipulated period, then the Organization may at its sole discretion terminate this Agreement without any further notice.

#### **2.26 Penalty clause:**

In case of any lapse on part of the Consultant/Contractor in terms of delay in execution or inability to supply the deliverables on time NATRAX reserve the right for deduction of penalty from invoice at the rate of 0.1% per day the penalty can be imposed maximum up to 10% of contract value..

#### **2.27 ASSIGNMENT:**

Consultant shall not assign this Agreement, either in whole or in part, without the express prior written consent of the NATRAX/Organization. Any such attempted assignment shall be void.

#### **2.28 SEVERABILITY:**

In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule or regulation, and this Agreement as so modified, shall continue full force and effect.

#### **2.29 FORCE MAJEURE:**

No Party shall be deemed to be in breach of this Agreement, or otherwise be deemed to be liable for any delay in performance or the non-performance of any of its obligations under this Agreement to the extent that the delay or non - performance is







due to any Force Majeure Event. In no event shall NATRAX be responsible or liable for any failure or delay in performance of its obligations hereunder, arising out of or caused by directly or indirectly forces beyond its control including without limitation act of God, natural disaster (Fires, Explosion, earthquakes, hurricane, floods, storms, infestation etc.) epidemic and pandemic, war invasion hostilities (whether war is declared or not) terrorist threats or act riots or other civil unrest. Government order or law prohibited action by any authority under any law national or regional emergency strike, labour stoppages or shutdown or other industrial disturbances etc.

### **2.30 GOVERNING LAW AND VENUE:**

This Agreement is governed by, and shall be interpreted in accordance with the laws of India and will be under the jurisdiction of Indore courts only.

### **2.31 DISPUTE RESOLUTION / ARBITRATION:**

In case of any dispute, the Parties shall attempt to resolve it in good faith by senior level negotiations. If such, negotiations do not result in a resolution of dispute, then the Parties shall refer such dispute to arbitration. The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 2015 the dispute shall be referred to the sole Arbitrator to be appointed by the Organizations.

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## ANNEX – A

## GENERAL INFORMATION / CHECK LIST

Sr. No.	Particulars	Details of document to be attached	Document attached (YES /NO)
1	A letter on the letter head of the bidder, accepting all the conditions of the tender document	Letter duly signed and stamped on letter head to be attached.	
2	It should be a valid legal entity in terms of proprietorship firm / partnership firm / private limited company / limited company.	Copy of registration having date of commencement of business and nature of works.)	
3	It should have registration under PF Act	Copy of all registrations to be attached	
4	GST & PAN card	Copy of GST document and PAN card to be attached	
5	EMD of Rs. 20,000/- Valid for Six (6) months. <i>Note: MSME/NSIC Registered bidders are exempted for submission of EMD.</i>	EMD document / exemption document, if applicable to be attached	
6	It should have a minimum 5 years' experience of consultancy services in the field of HR.	Document showing date of commencement and completion of HR consultancy works to be attached (copy of work order, LOA, Agreement etc with completion certificate)	
7	It should have designed HR policies / manuals for at least 3 customers including	Copies of work orders / contract agreements of	



	private companies / public companies / government organizations during Last 5 years	same work	
8	It should have the average turnover of <b>Rs. 1 crore</b> , in the last 3 financial years (2017-18, 2018 19 & 2019-20).	IIR / Audited balance sheet for last 3 FY as mentioned in previous column	
9	List of clients with at least 3 references (name and contact numbers) to be attached.		
10	List of 3 team members along with their CVs who will be involved in this project.	List along with 3 CVs of team members	
11	ISO 9001 certification.	Copy of valid ISO certificate	
12	The bidder should not have been black listed/Debarred by any State Government or Central Government.	A self-declaration to this effect shall be submitted by the bidder in on company's letterhead.	
13	Hard copy of presentation on the action plan/methodology for execution of scope of works by the bidder	Hard copy of presentation to be enclosed with the technical bid	
14	Any other document, which the bidder wants to submit like brochure of the company / profile / clientele / appreciation from customers etc.	List of such documents along with documents	
15	Details of local office in Indore/Dhar	Copy of registration from local municipal authority / office lease agreement / any other document in support	





(Sign & Seal of Bidder)

ANNEX – B

**FINANCIAL BID**

**Total Cost for preparation of HR Policy Manual (in figures):** Rs.....

..... (Excluding GST).

**Total Cost for preparation of HR Manual (in words):**

Rupees.....

.....

..... (Excluding GST)

*NOTE: GST shall be paid on actual basis.*

(Sign & Seal of Bidder)

