



***TENDER FOR APPOINTING  
HR COMPANY/FIRM/AGENCY  
FOR CONDUCTING **HR-AUDIT*****

**TENDER ISSUE DATE: 17.10.2017  
LAST DATE FOR RECEIPT  
OF SEALED BIDS: 1.11.2017**



**MMTC LIMITED  
CORE-1, SCOPE COMPLEX, 7 INSTITUTIONAL AREA,  
LODI ROAD NEW DELHI-110003**

**OPEN TENDER INVITATION**

**No. MMTC/P/P&O/2017-18/02**

**Dated. 17<sup>th</sup> Oct '2017**

**SUB: – TENDER NOTICE FOR HIRING OF HR COMPANY/FIRM/AGENCY  
FOR CONDUCTING HR - AUDIT**

MMTC Ltd., a Miniratna CPSE, is one of the largest trading companies in the country and the first Public Sector Enterprise to have been accorded the status of 'Premier Trading House' by the Govt. of India. Over the years, MMTC has grown into a reputed global business leader with trade operations spread across diverse sectors like agro, power, fertilizers, coal and hydrocarbons, steel, precious metals, engineering goods, etc., besides minerals and metals. With a network of regional offices spread across the country, with a wholly owned subsidiary in Singapore, and a number of joint ventures in areas such as steel production, bullion refining & minting, retailing, commodity hedging, mining, trade & infrastructure development, etc., the Company has established its presence both in India and abroad. MMTC believes in achieving organizational excellence through competent human resources and 'people centric' practices.

MMTC invites Sealed bids from REPUTED Companies/Firms/Agencies which are financially sound and having experience for conducting **HR Audit** in a time bound manner to this Company.

For detailed tender document please visit [www.mmtclimited.com](http://www.mmtclimited.com)

**A. GENERAL INSTRUCTION AND SCOPE OF WORK FOR BIDDERS.**

1. The tender document may be downloaded from the MMTC's website ([www.mmtclimited.com](http://www.mmtclimited.com))
2. The tender is invited under two bid system i.e. **Technical Bid and Financial Bid**. The interested firms are advised to submit their bids to reach MMTC in a sealed cover.
3. The firms are required to submit copies of the following documents along with the Technical Bid, failing which their Bids shall be summarily/out rightly rejected and will not be further considered:
  - a. Copy of PAN/GIR Card
  - b. Copy of registration of ESIC
  - c. Copy of registration of EPFO
  - d. Copy of registration of Labor Laws
  - e. Copy of IT return filed for the last 3 financial years.

- f. Copy of Service Tax registration certificate
  - g. Copies of CGST/SGST registration documents
  - h. Copy of certificate of incorporation of the firm/partnership deed
  - i. Copy of work experience of similar work during the last 3 years requisite proof thereof)
  - j. Copy of annual turnover certificate for the last three (3) years, duly authenticated/ duly signed by the Chartered Accountant of the firm.
4. Conditional bids shall not be considered and will be rejected out-rightly at the very first instance.
5. The bidder shall quote the technical and financial bids separately in separate sealed covers.

**B. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANIES /FIRMS /AGENCIES**

The tendering firms should fulfill the following technical specifications:

- a. The Registered Office or one of the Branch Office's of the Firm should be located either in Delhi or New Delhi;/NCR (National Capital Region);
- b. It should be registered with the appropriate registration authority;
- c. It should have at least 3 years experience in providing HR Services including conducting HR Audits in Central Public Sector Enterprises (CPSEs)/ Banks or Government Company, etc on outsource basis.
- d. It should have its own Bank Account;
- e. It should be registered with Income Tax, GST & Service Tax authorities of the Government;
- f. Annual turnover of more than Rs. 1 crore for preceding each of three years.
- g. Scanned copy of registration of ESIC
- h. Scanned copy of registration of EPFO
- i. Scanned copy of registration of Labor Laws

**C. GENERAL TERMS & CONDITIONS**

1. The contract shall be exclusively for conducting HR Audit one time before 30.11.2017.
2. The assignment will be taken up by the agency within 15 days from the date of award of work.
3. Only those bidders who fulfill the following criteria need to submit their bids:
- (a) The firms should be registered with the Government authorities such as GST, ESI, EPF, Service Tax, Labour and Income Tax authorities concerned and a copy of each of the registrations shall be attached with the bid.
  - (b) The firm should not have been blacklisted by any Ministry/Company of the Government of India or State Government/Local Government Bodies/PSUs. The tendering firms/bidders shall have to submit notarized affidavit on a stamp paper of appropriate value to this effect that they have not been blacklisted or their business dealings with the Government Ministries/Departments have not been banned.

## **D. SCOPE OF WORK**

### **1.0 Background**

- 1.1 HR audit is one of very important instruments to assess the effectiveness of HR systems and processes and provide feedback for improvement.

The Human resource audit ensures that the organization is aware of the existing laws and rules and is implementing them effectively. This creates an atmosphere of transparency and goes a long way in avoiding legal problems later. The audit also helps build trust in the minds of the employees and confidence that issues relating to HR are effectively taken care of. It also makes the HR employees familiar with the current laws.

- 1.2 Keeping in mind the above, a “HR Audit System” is developed as a complementary tool for periodic assessment for effectiveness of HR policies, systems and processes in MMTC.

### **2.0 Objectives**

- 2.1 To assess the effectiveness and facilitate uniform implementation of HR policies, systems and processes.
- 2.2 To understand the impact of HR interventions and seek feedback from various internal stakeholders for improvement.
- 2.3 To enhance HR functions service delivery and effectiveness by identifying the current strengths, areas of improvement including HR competency gaps.
- 2.4 To initiate appropriate preventive as well as corrective measures in HR policies, systems and processes to enhance customer satisfaction.
- 2.5 To align HR policies, systems, and processes to meet the business needs.
- 2.6 To capture the internal HR best practices and disseminate across MMTC for learning and implementation.

### **3.0 Scope of the Audit**

- 3.1 The HR audit would cover all HR systems and processes related to :-

- (a) Legal compliances**
- (b) compensation/salary/administration**
- (c) employment/recruitment**
- (d) orientation**
- (e) Separation (Superannuation, VRS, resignation)**
- (f) Training and development**
- (g) Employee Relations**
- (h) Communications**
- (i) Files/Record Maintenance/Technology**

- (j) Welfare activities
- (k) Corporate Social Responsibility and Sustainable Development
- (l) issues specific to the regional office(s)
- (m) employees/public grievances
- (n) prohibition of sexual harassment to working women at work place.

- 3.2 During audit, the auditors would question, probe all events/sequences with regard to implementation, service delivery including exceptions made and may call for all relevant records and documents. The Regional/HR Head is required to extend all help and assistance in this regard. The auditors may also interact with any employee to understand and reinforce various issues/problems during HR audit.
- 3.3 Check-list: HR Agency may explore area(s) relevant for understanding the uniform implementation of policies, effectiveness of HR systems and processes and service delivery of HR as per industry norm.
- 3.3 Guideline for the HR Agency Audit: The guideline enclosed, as **Annexure-I** would be used as a reference by the auditors for the scrutiny of documents, records and interactions with the Regional Heads/Divisional Heads/Unions and Associations.
- 3.4 Visits: The auditors must visit record rooms of HR, key locations in the office, facilities such as canteen, recreation rooms and other facilities of the township wherever existing.
- 3.5 Report Preparation: A sample report format is enclosed as **Annexure-II(A) & (B)**.
- 3.6 **Duration & Schedule** : The HR Agency should spend at least one day for conducting the audit at each RO. However, based on the size of the RO and the issues involved, the HR agency may spend 2-3 days to conduct in-depth assessment and bring out the local issues/problems as per the spirit and intent of the system. The schedule with targets and responsibility for the various activities pertaining to the audit shall be as per Table mentioned as under:-

SN	ACTIVITY	TARGET
1	Identification, approval, constitution of HR agency	10 <sup>th</sup> Nov '2017
2.	Placement of work order	10-14 <sup>th</sup> Nov '2017
3	Commencement of Conduct of HR audit	15 <sup>th</sup> Nov '2017
3	Audit Report with back-up data	15th December '2017

#### **E. SPECIAL TERMS AND CONDITIONS**

- a. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated in the tender.
- b. The service provider's personnel shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangements, Administrative/ organization matters as all are confidential/secret in nature.

- c. The HR agency personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of this Company. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.
- d. That the personnel deployed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this Company.
- e. The HR agency shall be approachable at all times and message by phone/mail/Fax/Special Messengers from MMTC to him/her shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the MMTC implementing the Contract from time to time.
- f. MMTC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.
- g. If MMTC suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the HR agency, then the agency shall be liable to reimburse the pecuniary value of the loss, as decided by this Company for the same. The agency shall keep this Company fully indemnified against any such loss or damage.
- h. The rates quoted by the agency shall be fixed for a period of contract including the period extended, if any, and no request for any change/modification shall be entertained.
- i. The HR agency shall not assign, transfer, pledge or subcontract the contract or services to any third party without the prior consent of the MMTC.
- j. The agreement can be terminated by either party giving forty five days notice in advance.
- k. In the event, if any dispute arises touching any of the clauses of the agreements, the matter will be referred to **Chairman-cum-Managing Director (CMD) of MMTC LIMITED** whose decision shall be final and binding on both the parties.
- l. Any legal dispute arising out of the above contract shall be settled in the jurisdiction of the High Court of Delhi.

F. **INDEMNITY**

The service providing Agency/firm/company irrevocably undertakes & agrees to indemnify and hold harmless MMTC in full against all allegations, claims, actions, suits, demands, damages, losses, settlements, costs and expenses, consequences, liabilities of any kind whatsoever directly/indirectly arising from or relating to or resulting from any act or omission of the service provider i.e. agency/firm/company or its manpower deployed.

G. **JURISDICTION:**

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the Courts of Delhi only.

## H. DISPUTE RESOLUTION:

If a dispute arises or in connection with this tender/contract, or in respect of any defined legal relationship associated therewith or derived there from the parties agree to seek an amicable settlement of that dispute by conciliation as per the MMTC conciliation Rules.

## I. ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operations or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration proceedings. The language of arbitration shall be English.

## Annexure-I

### Guideline for the HR Agency Audit

#### **1.0 Focus of the Audit**

- 1.1 The basic purpose of the audit is to assess the implementation of HR policies and systems, assess the organizational climate, and identify the issues, challenges and barriers in implementation and service delivery. Based on the findings, the company would use it for initiating appropriate preventive and corrective measures for effectiveness and higher employee satisfaction.

#### **2.0 Records and Documents**

- 2.1 The auditors may ask any questions and check all types of records to convince themselves about the policy and system implementation.
- 2.2 All relevant record and documents must be seen on sample basis to understand and see the consistency in implementation of HR systems and processes.
- 2.3 The documents and records such as benefits and advances administration, complaints/grievance management, participative management processes, Minutes of meetings, Action Plan and ATR of various decisions implementation, employee involvement programmes, training and development,
- 2.4 The exceptions/lapses wherever found should be noted with detailed description of the issue, which may also be discussed with the concerned to check/ascertain from him the circumstances of the exception and the plans being taken by him for correction.

#### **3.0 Check list**

- 3.1 A standard Check-list may be used/referred by the auditors during the audit process. They should ensure that all questions pertaining to an area are covered in the HR audit.

#### **4.0 Interaction with Zonal/regional heads HR executives, Unions/Associations Head**

- 4.1 The interaction is primarily intended to capture qualitative feedback, suggestions on various HR systems and processes implementation; understand the unit's uniqueness and the barriers in implementing systems and processes. In this process, they should

also clarify and probe in-depth about the HR service delivery and effectiveness. However, Individual grievances/issues shall be outside the purview of HR audit.

#### 5.0 **Report**

The Regional Nodal Officer will facilitate the process of Report generation in the given annexure. The overall responsibility for report preparation will be with HR Nodal Officer at Corporate HR, who is also the focal person for coordinating with all members of the audit team and concerned head of HR of the unit for conducting, completion and submission of report.

### **Annexure II(A)**

#### HR Audit Report

Station:                      Region:  
Date of Visit:              Date of Report Submission:

Team Members:

- 1.
- 2.
- 3.
- 4.

Signature of Corporate Regional Nodal Officer

Head Corporate Personnel Division

Copy to

- i. Regional Heads
- ii. HOHR - Respective Region
- iii. Audit Team Members

Enclosed:-

Report of activities as per checklist given as Annexure - I



HR Audit Report

Station:-

Region:

1. Salient Features of systems observed during audit in the following areas:

- (a) Legal compliances
- (b) compensation/salary/administration
- (c) employment/recruitment
- (d) orientation
- (e) Separation (Superannuation, VRS, resignation)
- (f) Training and development
- (g) Employee Relations
- (h) Communications
- (i) Files/Record Maintenance/Technology
- (j) Welfare activities
- (k) Corporate Social Responsibility and
- (l) issues specific to the regional office(s)
- (m) employees/public grievances
- (n) prohibition of sexual harassment to working women at work place.

2. Critical Issues brought out in the audit / discussion :

- a.
- b.
- c.
- d.

3. Issues raised during the Interactions with Unions/associations

4. Issues raised during the Interactions with heads of departments

5. Final Observations of the audit team with suggestions

6. Overall Rating of the functioning of HR at the unit on a scale of 1 – 5  
( Outstanding 5, Very good – 4, Good – 3, Average – 2, Below average -1)

(Note: Kindly use separate sheet wherever required)

**MMTC LIMITED**  
**CORE-1, SCOPE COMPLEX, 7 INSTITUTIONAL AREA,**  
**LODI ROAD NEW DELHI-110003**

**OPEN TENDER INVIAATION**

**ANNEXURE-1**

No. MMTC/P/P&O/2017-18/02

Oct '2017

**TECHNICAL BID**

**For annual rate contract for supply of manpower services on outsource basis**

1	Name of Tendering Company/Firm/Agency	:	
2	Name of Director of company/active partner of firm/authorized Agent/Proprietor	:	
3	Full address of Registered Office Telephone No. FAX No. E-mail Address	:	
4	Full address of operating/branch office at Delhi/New Delhi/NCR	:	
5	Banker of the company firm agency/ firm/agency Full address (upload copy of latest bank statement	:	
6	Details of earnest Money Deposit Rs. 5,000/- DD/PO No. & Date Drawn on Bank	:	
7	Certificate of incorporation in respect of Public Limited or Private Limited Co., Registered Declaration in respect of Sole Proprietorship and Registered partnership deed in respect of Partnership firm or suitable Registration under the respective Act as per the nature of Firm <b>(Mandatory requirement)</b>	:	
8	Registration No. of GST & Service Tax. Copy to be enclosed	:	
9	Registration No. of E.P.F. Copy to be enclosed/uploaded <b>(Mandatory</b>	:	

	<b>Requirement)</b>	:
		:
10	Registration No. of ESIC. Copy to be enclosed/uploaded <b>(Mandatory Requirement)</b>	
11.	Details of PAN. Copy to be enclosed/uploaded <b>(Mandatory Requirement)</b>	
12.	Financial status i.e. Annual Turnover details (certificate from CA to be attached) <b>(Mandatory Requirement)</b>	<b>2013-14: Rs.</b> _____ <b>2014-15: Rs.</b> _____ <b>2015-16: Rs.</b> _____
13	Certified copies of work experiences <b>(Mandatory Requirement)</b>	Number of contract during last three years: _____ Number of contract during current year : _____
14	A copy of registration certificate from Labour Department under the Registration and Abolition Act, 1970 for providing labour and/or manpower services <b>(Mandatory Requirement)</b>	

Declaration by the contractor:-

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions and instructions therein and undertake myself/ourselves to abide by the said terms and conditions. I further undertake that all Government instruction/rules in regard to labour would be scrupulously complied with during the contract period.

Date:  
Place:

(Signature of Authorized Signatory)  
Full Name & Designation Seal:

**MMTC LIMITED**  
**CORE-1, SCOPE COMPLEX, 7 INSTITUTIONAL AREA,**  
**LODI ROAD NEW DELHI-110003**

**OPEN TENDER INVITATION**

**ANNEXURE-2**

No. MMTC/P/P&O/2017-18/02

Oct '2017

**FINANCIAL BID**

For conducting HR Audit (One time) before 30.11.2017		
Break-up of quoted rates		
1.	Fee for Carrying out HR Audit as per the Scope of this tender (consolidated)	
2.	CGST as per applicable rate	
3.	SGST as per applicable rates	
4.	Sub-total (1 + 2 + 3)	
	<b>GRAND TOTAL</b>	

Place:  
Seal:  
Date:

(Signature of Authorized Signatory)  
Full Name & Designation