



**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED**  
**NAMRUP, PERSONNEL DEPARTMENT**  
**(A GOVERNMENT OF INDIA UNDERTAKING)**  
**PO: PARBATPUR-786623, DIST-DIBRUGARH (ASSAM)**  
**PHONE: 0374-2507347, FAX: 0374-2500317**  
**Email: pers@bvfc.co.in**

### NOTICE INVITING TENDER

Tender No.Pers/BVFCL/HR-Audit/2019/1295

Date 24.07.2019

BVFCL invites submission of bids (sealed tender) from reputed organizations undertaking consultancy assignments for Audit of HR policies, systems and processes under the two bid system in accordance with the details in the enclosed tender document.

a)	Tender Notice No. & Date	Tender No. Pers/BVFCL/HR-Audit/2019/1295 Date 24/07/2019
b)	Nature of work	Audit of HR policies, systems and process as detailed in the enclosed scope of work
c)	Duration of assignment	One and a half month (45 days ) from the date of signing of agreement after awarding of contract.
d)	Cost of tender paper	Not applicable
e)	Security Money	Rs. 35,000
f)	Pre-bid Meeting	02.08.2019 at 11.30 hours, BVFCL, Administrative Building, Namrup, PO-Parbatpur, Dist-Dibrugarh, Assam.
g)	Venue of Tender Box & Tender opening	BVFCL, Namrup,Po-Parbatpur, Dist-Dibrugarh, Assam.
h)	Last date for receipt of bid against tender	02.09.2019 ( upto 15.00 hours)
i)	Date of opening of bid	02.09.2019 (15.30 hours)
j)	Contract person for clarification regarding NIT	DGM (HR), BVFCL, Namrup, Po-Parbatpur, Dist-Dibrugarh, Assam

## SECTION-I

### 1. INTRODUCTION

1.1 Brahmaputra Valley Fertilizer Corporation limited (BVFCL) was incorporated in the year 2002 after segregation of Namrup units in Assam from Hindustan Fertilizer Corporation Limited (HFCL). BVFCL is a Schedule-‘B’ CPSE in Fertilizer Sector under the administrative control of Ministry of Chemicals and Fertilizers, Department of Fertilizers with 100 % shareholding by the Government of India. Its Registered and Corporate offices are at Namrup, Assam. BVFCL produces nitrogenous fertilizer (Urea), located in the North Eastern part of the country. Besides urea production, bio-fertilizer and vermin compost are manufactured and sold farmers through existing Marketing net work.

1.2 BVFCL has decided to engage services of agency/ consultant having experience of consulting in HR area for conducting audit of its HR policies, systems and process to check the efficiency and effectiveness as well as finding the gaps, if any, and seeking recommendations to further improve the HR process, policies and system in BVFCL.

### 1.3 Intent of Notice Inviting Tender (NIT)

Intent of this NIT is to furnish the required details to enable the Bidders to submit their best offer for providing services as consultant for conducting Audit of HR policies, systems and processes, as per the scope of work indicated in Annexure-VI and other details described in this NIT.

## SECTION-II

### 2. Instruction to Tenderers

#### 2.1 Downloading of Tender Documents

Tender Documents can be downloaded from BVFCL website, <https://www.bvfcl.com> from 24<sup>th</sup> July, 2019 onwards.

2.2 Submission of Tender Documents: Tender documents should be submitted in two Part Bids, as per the following:

#### **Part-A: Techno-Commercial Bid**

This bid should contain Technical and Commercial Offer along with the declaration of Acceptance of Scope of Work. Techno-commercial Terms & Conditions (as per Annexure-I), firm/Organization details asked for in the Tender and Earnest Money Deposit of Rs.8750/-- as mentioned above. It may be noted that in no way, the price should be indicated in this Part of the offer.

The technical details should include:

2.2.1 Audited balance sheet, Profit & Loss A/C & ITR of the firm/organization for the immediate preceding three years.

2.2.2 Details of work carried out by the bidding organization w.r.t. Audit of HR policies, systems and processes should include details of the client organization, their employee strength, type/name of HR policies, systems, processes audited and studied, modalities followed etc.

2.2.3 Work order with satisfactory completion certificate, supporting the eligibility criteria as applicable.

2.2.4 Details of consultant team (consisting of at least 5 years experienced consultant) to be deployed for the assignment. Details covering their bio-data, educational & professional qualification, relevant work experience (at least 05 years) indicating inter-alia the details of organization, type of survey and number of people surveyed by these consultant.

2.2.5 Detailed action plan to carry out the assignment, steps and activities envisaged along with schedule from start to completion of the assignment.

2.2.6 Declaration of Relatives of Directors if any of BVFCL as per Format (Annexure-II).

2.2.7 Letter of Authority for Signing the Bidding Document/Attending the Prospective Bidder Conference/Bid Opening /Signing the Agreement as per Performa (Annexure-III).

2.2.8 Declaration of not having been banned/blacklisted by any PSUs/Govt. Departments, as on date of submission of bid.

2.2.9 Following shall also be submitted along with Techno-Commercial Bid.

- (i) Copy of GSTIN Certificate
- (ii) Copy of PAN Card
- (iii) Compliance status against each eligibility criteria

2.2.10 Any proposal for deviation from the scope of work should be clearly indicated in writing in the Tender, separately listed on one sheet, captioned "Deviation(s) suggested".

The decision of BVFCL shall be final w.r.t. acceptance of supporting documents and binding on the bidders.

## **Part-B: Price Bid**

This Bid should contain only the Price quoted in the prescribed Price Bid Format given at Annexure-IV. Parties should quote all inclusive lump sum prices (inclusive of all taxes, except GST after taking all aspects into consideration. Price quoted should be firm and all inclusive for carrying out all activities as detailed in the scope of work. It is to be noted that GST chargeable as per the prevailing rate and rules of Government of India shall be indicated separately in the Price Bid.

Price bids not conforming to the format as shown at Annexure-IV will be rejected.

2.3 All Tender papers duly filled in and complete in all respects for both Techno-Commercial Bid Part-A along with Earnest Money Deposit in a separate envelope and the Price Bid – Part-B separately, should be placed in separate covers, sealed and super scribed Techno Commercial Bid/EMD/Price Bid respectively. All three sealed covers should then be sealed

in a single envelop super scribing Tender for HR Audit in BVFCL”. Tenderer’s name, address and phone nos. should be clearly mentioned. This sealed envelope must be dropped in the Tender Box kept at Administrative Building of BVFCL Namrup, Assam, latest by 15:00 hours on 02.09.2019. The tender can also be sent by courier/speed post, addressed to DGM (HR), BVFCL, Namrup, Po-Parbatpur, Dist-Dibrugarh, Assam and must be received by BVFCL by 15:00 hours on 02.09.2019. Tenders received after the stipulated date and time will not be considered for evaluation.

#### **2.4 Opening of the Tender**

Only the Part-A- Techno-Commercial Bid of the Tender received up to 15:00 hours on 02.09.2019, will be opened on the same day at 15:30 hours at Administrative Building of BVFCL, Namrup, Po-Parbatpur, Dist-Dibrugarh, Assam in the presence of the tenderers or their representatives, who may wish to be present at the time of opening of tenders. Tenders received without the Earnest Money Deposit shall be rejected forthwith.

**Part-B-** Price Bid of only those Tenderers shall be opened whose Techno-Commercial Bid found to be acceptable, on a date to be informed later, in the pretence of Tenderers or their authorized representatives who may wish to be present.

#### **2.5 Evaluation of Bids**

A. Technical & Commercial criteria:

- (i) The bidder should fulfill the eligibility criteria spelt out in the Tender.
- (ii) The bid should be complete, covering the entire scope of work and should conform to all the Technical and Commercial conditions indicated in the Tender Document. Incomplete and non-conforming bids will be rejected.
- (iii) Offers of the following kinds shall be rejected:
  - a. Offers without the prescribed documents.
  - b. Offers where prices are not firm and/or with any qualifications/conditions.
  - c. Offers which do not conform to price bid format as at Annexure-IV.
  - d. Tenders without EMD of prescribed amount.

#### **B. Price Evaluation Criteria:**

Price Bids shall be evaluated on the basis of all inclusive lump sum prices (inclusive of all taxes, except GST) as indicated in the price Bid format of the tender. Among the Techno commercially acceptable offers, the Bidder with the lowest price quote shall be awarded the contract.

**2.6 Pre-Bid Meeting :** All the prospective bidder(s) are invited to attend a “Pre-Bid Meeting” which will be held on 02.08.2019 at BVFCL, Administrative Building, Namrup, Po-Parbatpur, Dist-Dibrugarh, Assam to clarify issues and to sort out doubt before participation in the tendering , if required.

#### **2.7 Earnest Money Deposit**

Earnest Money Deposit (EMD), as per the Format given at Annexure-V, in the form of Bank Draft/Demand Draft of Rs.8750/- (Rupees Eight Thousand Seven hundred Fifty only) drawn in favor of BVFCL, Namrup shall form part of the bid. Earnest Money can also be submitted online in the form of TT remittance/online transfer-NEFT, RTGS, SWIFT. In the case of unsuccessful bidders, EMD shall be refunded within 30 days of finalization of order against the tender. No interest shall be paid on the EMD. The EMD of the successful bidder shall be returned by BVFCL within seven days of submission of Security Deposit.

## 2.8 Security Deposit

The successful bidder will have to deposit Rs. 35,000/- (Rupees Thirty Five Thousand only) as Security Deposit in the form of Bank Guarantee for Performance within 7(Seven) days of placement of LOI/work order in the format prescribed by the Company, at Annexure X. In case of failure on the part of the successful bidder to submit the security deposit of Rs35,000/- within the stipulated period, the EMD shall be forfeited. The security deposit in the form of bank guarantee for performance shall be refunded without any interest within one month of successful completion of the Contract.

## SECTION – III

### 3.0 Eligibility Criteria

3.1 Average annual financial turnover of the organization submitting the bid should be Rs.60 /- lakh per annum or more during immediate 3 preceding years.

3.2 Organization submitting bids should have Consulting experience of 5 years or more in HR area as under-

- a. Completed 5 or more HR Audit / HR consulting assignments during last 5 years (ending 31<sup>st</sup>. March' 2019)
- b. Out of the above as at 3.2 (a), should have experience of conducting at least 2 HR Audit / HR consulting assignments for an Indian CPSE having more than 600 employees.
- c. Such exercise should have covered have at least 2 similar HR areas as mentioned in the Scope of Work [ Annexure VI point no. 3(A)]

Work order with satisfactory completion certificate, supporting the above may be submitted.

## SECTION – IV

### 4.0 Scope of work

Scope of work is described at Annexure – VI.

## SECTION - V

### 5.0 Special Terms & Conditions of the Contract (SCC)

- a. The quotation submitted by bidder should be Valid for acceptance for a period of three months from the date of tender opening.
- b. Tenders submitted must bear stamp and signature of bidder on all the pages.
- c. In case any document/ information submitted by bidder(s) is found to be false or contains any misrepresentation or has any fraudulent declaration in it, then in such eventuality, action (including cancellation of contract, banning of business dealing, damages, criminal proceeding etc.) as deemed fit may be initiated by BVFCL against the bidder.

- d. BVFCL reserves the right to reject any tender in full or part at any stage without assigning any reason thereof.
  - e. Tender not conforming to the Tender instructions terms & conditions are liable to be rejected.
  - f. Order will be placed on the bidding organization with the lowest price quote.
  - g. The contract shall be operated under the General terms and conditions of this NIT. Tenderers who submit their offers in BVFCL format or in their own format, shall be deemed to have read, understood and accepted General terms and conditions of this NIT. Tenderer is liable to fulfill all statutory provisions, rules and regulations issued by the Central and State Govt. and shall indemnify BVFCL Corporate Office at all times against all claims, including claims under Workmen Compensation Act and whatsoever claims arising due to the non-fulfillment of any statutory provisions, rules and regulations by the Tenderer.
  - i. The successful bidder will sign an agreement with the executing authority, as indicated in Annexure-VII on a Non-Judicial paper of not less than Rupees One hundred, submitted by consultant, without which no payment will be released.
  - j. The successful bidder shall execute a “Confidential mutual non-disclosure agreement” as per Annexure- VIII. A contract agreement based on the terms mentioned in this request for proposal shall also be signed.
- 5.1 **Scope of Work:** Scope of work will be as per Annexure – VI.
- 5.2 **Right and Responsibilities :** Right and Responsibilities of the client (BVFCL) and the organization undertaking the consultancy assignment would be as per Annexure- IX.
- 5.3 **Price :** The quoted prices should be firm, fixed and subject to no escalation. Prices shall remain firm during the operation of the contract and no prices escalation shall be allowed.
- 5.4 The price of the complete job shall be quoted on lump-sum basis (All taxes, except GST) inclusive of:
- i. Consultancy charges.
  - ii. Cost of travel of the personnel of consultancy organization to BVFCL for conducting workshops/ focus group discussions/ audit of HR systems, processes/ report- making costs/ any other activity associated with the assignment.
  - iii. Other miscellaneous expenditure arising during course of action.
- 5.5 **Infrastructure support :** Subject to availability, Guest house accommodation at company guest houses may be provided on chargeable basis. Facility such as Conference room will be provided for conduct of workshop/ Focus group discussion/ interaction with sample population. However vehicle for local movement shall be provided to Consultant team from Guest house to Factory.
- 5.6 **Payment terms:** Payment will be made by BVFCL through ECS to the organization carrying out the consultancy assignment within 30 days of submission and acceptance of report of the assignment. Bills have to be submitted in duplicate to the Executing Authority. All bills have to be duly signed and stamped. Order number and date, PAN no. and GSTIN no., as applicable, should be clearly mentioned in the bills. TDS, if applicable, will be deducted as per government rules. Mandate form for e-payment is attached herewith at Annexure – XI.

5.7 **TAXES** : GST payable as applicable

5.8 **Governing Law**: The Contract entered into between the Company and the firm/Organization providing consultancy services shall be governed by the interpreted in accordance with the Laws of India. The place of jurisdiction shall be Dibrugarh, Assam, India.

5.9 **Executing Authority**: The Executing Authority will be DGM(HR),BVFCL, Namrup,PO-Parbatpur,Dist Dibrugarh,Assam or his/her authorized representative.

5.10 **Location for HR Audit**: BVFCL, Namrup,PO-Parbatpur,Dist Dibrugarh,Assam.

5.11 In case there is failure on part of organization engaged for consultancy service to comply with the terms & conditions mentioned herein, BVFCL shall have the right to terminate the contract at any stage without assigning any reason.

5.12 Conditions lay down by the bidder, if any, but not included herein may not be acceptable.

5.13 Bidder shall declare the names of close relations, if any employed in BVFCL, with particulars of name, relationship, designation, department where working.

5.14 The Bidder shall bear all costs associated with the preparation and submission of report and BVFCL will in no case be responsible or liable for those costs.

5.15 In case of any conflict between GCC and SCC, SCC shall prevail.

5.16 **Failure and Termination** – If the organization engaged for consultancy service fail to deliver the services within the period prescribed, BVFCL shall be entitled at its option, to the following:

- i. **Liquidated Damages** : In event of non- completion of total job within the contracted period, liquidated damages @ 0.5% (half percent), not by way of penalty, of the value of the services without taxes, per week of delay or part thereof, subject to maximum of 5% is recoverable from the consultant without prejudice to the rights of BVFCL to get the services at the risk and cost of the consultancy organization. The payment or deduction of such damages shall not relieve the consultancy organization from the contractual obligations to complete the balance portion thereof in time as stipulated in the Contract.
- ii. **Risk Purchase** : If the organization engaged for consultancy fails to deliver the services either in full or in part, within the prescribed delivery period, BVFCL shall be entitled as its option to take alternate action, at the risk & cost of the consultancy organization for the services. The price differential in case of higher cost to BVFCL, if any, shall have to be borne by the defaulting consultancy organization. Moreover, the defaulting consultancy organization shall have no claim over the services which they failed to supply.

5.17 **Penalty for failure to deliver the service as per tender**

BVFCL reserve the right to forfeit the Security Deposit as well as impose such monetary penalty as it may feel reasonable besides taking action to blacklist/ban the organization engaged for consultancy service in case the organization fails to deliver as per the scope of work.

5.18 **Confidentiality and Secrecy**:

The successful bidder will have to submit an undertaking as per format to maintain complete confidentiality of all the information collected/provided during the execution of this contract and not to part with any information in any manner, to anyone, without prior written permission from BVFCL. Any breach of confidentiality or secrecy will be construed as failure of delivery of the service and BVFCL will be free to initiate any action permissible under this contract and/ or as per law of the land and/or as per the prevalent rules of the Company.

### 5.19 Resolution of Disputes

Any dispute, question, claim or difference arising out of or concerning this contract between the parties shall be settled amicably through mutual negotiations by the parties.

- i. **Conciliation and Arbitration** : Any dispute or difference whatsoever arising between the parties and /or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the SCOPE Forum of Arbitration Rules-2003 of SCOPE (Standing Conference of Public Enterprises) Forum of Conciliation & Arbitration (available at [www.scopenline.in](http://www.scopenline.in)) and the settlement so rendered between the parties in pursuance thereof shall be final and binding on the parties. The venue shall be the BVFCL, Namrup, PO-Parbatpur, Dist Dibrugarh, Assam, India.
- ii. **Indemnity** : The organization engaged for consultancy services shall at all times indemnify BVFCL against all claims which may be made in respect of the services for infringement of any right protected by Patent, Registration of design or Trade Mark and shall take all risk of accidents or damage which may occur or failure of the supply from whatever cause arising. The service Provider shall be entirely responsible for the sufficiency of all the means used by them for the fulfillment of the contract.
- iii. **Professional liability**: The successful bidder is expected to carry out the assignment with due diligence and in accordance with the prevailing standards of the profession. As the successful bidder's liability to BVFCL will be governed by applicable law, the contract will not deal with this matter. However, other liabilities as per contract/ agreement will be applicable on the successful bidder.

### 5.20 Termination of Contract:

- i. BVFCL may at any time during the currency of the contract, terminate the same without any financial liability on itself. For this, BVFCL will give one month notice to the party.
- ii. **Sub-Contracts**: The organization engaged for consultancy service shall not assign or sub-contract in whole or in part the contract in any manner except with prior approval of BVFCL.
- iii. **Amendments**: NO variation in or modification of the terms of the contract shall be made except by written amendment signed by BVFCL & consultancy organization.

5.21 Only those parties who fulfill the eligibility criteria supported by documents need apply.

- 6.0 **Industrial and Intellectual Property**: All documents, report, information, data provided by BVFCL and the outcome of the survey along with the analysis will be the exclusive property of BVFCL. Organization engaged for consultancy service shall not be entitled either directly or indirectly to make use of the documents, reports given by BVFCL for carrying out of any services with any third parties. Consultancy organization shall not, without the prior written consent of BVFCL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.



Annexure – I

(To be submitted of Tenderer's Letter Head along with Techno- Commercial Bid)

Format for Acceptance of General Terms & Conditions, Commercial Terms and all other  
Terms of the Notice Inviting Tender

We \_\_\_\_\_  
(Tenderer Name)

having registered office at \_\_\_\_\_  
(Address)

agree to all the Commercial, General & other Terms & Conditions listed in the

NIT No. \_\_\_\_\_

date \_\_\_\_\_

for \_\_\_\_\_

We confirm that we are in a position to supply services as per the specification given in NIT.  
We have read the Terms & Conditions, Scope of work and instructions given in the NIT. We  
agree to participate in the bidding process and abide by the rules.

We nominate our executive, whose details are given, to put the bid on our behalf.

Name & Designation :

E-mail ID :

Contact nos. : 1) Phone:  
2) Mobile:

Address :

(Signature & Seal)

Place :

Date :

Annexure – II

**Format for Declaration of Relatives of Directors of BVFCL**

This        has        reference        to        our        propose        contract        for  
\_\_\_\_\_ to be entered into with BVFCL, Namrup for the purpose of section  
297/299 of the Companies Act. 1956, we certify that to the best of my / our knowledge:

I am not a relative of any Director of BVFCL

We are not a firm in which a Director of BVFCL or his relative is a partner

I am not a partner in firm in which a Director of BVFCL is a Member or Director

We are not a company in which Director of BVFCL hold more than 2% of the paid-up share  
capital of our company or vice – versa.

Signature .....

Name .....

Organization.....  
With Date and Office Seal

Place\_\_\_\_\_

Annexure – III

**Performa for Letter of Authority for Signing the Bidding Document / Attending Bid Opening / Signing the Agreement**

No.

Date:

To  
The Dy.General Manager (HR)  
Brahmaputra Valley Fertilizer Corporation Ltd  
Namrup. PO-Parbatpur  
Dist- Dibrugarh, Assam, PIN –786623,  
India

Attn:  
Sub: Bidding document No.:

Dear Sir,

We ..... do hereby confirm that Mr.  
/Ms. (name and address)..... is / are authorized to  
represent us for Bid opening and signing of the Agreement on our behalf with you against  
your above cited bidding document for.....

We confirm that we shall be bound by all and whatsoever our representatives shall commit.

Yours faithfully

Signature .....

Name .....

Organization .....

With Date and Office Seal

Note:

This letter of Authority should be on the letterhead of the Bidders and should be signed by a competent person.

## Annexure – IV

**PRICE BID FORMAT**

Ref. No:

Bidder's name &amp; Address

Telephone No. / Fax No./E-mail

The Prices shall be quoted in the following manner for the entire Scope of Work and terms and conditions specified in the request for Proposal:

Description	Lump sum Price (Rs.) in words and figure
Conducting HR AUDIT in BVFCL	
GST applicable@(specifying HSN code)	

*As per detailed scope of work specified in the tender document.*

Note:

1. The lump-sum price quoted for the complete job shall be inclusive of all taxes, except GST which may be indicated separately. The lump sum price quoted would be inclusive of :
  - Consultancy charges
  - Cost of travel of the personnel to the locations for carrying out the survey/conducting workshops/focus group discussions etc./audit of HR systems, processes/ Report making cost/any other activity associated with the assignment.
  - Other miscellaneous expenditure etc.
2. Conditional offer is liable for rejection. The quoted price should include total consultancy inclusive of all charges, report-making costs etc.
3. Payment shall be as per payment schedule mentioned at Sl. No. 5.6.
4. Rates are to be quoted on Firm Price Basis (All taxes except GST), which will be payable as per government rules.
5. In case of any difference in quoted price in word and figure, the value in words would prevail.

Annexure – V

**Format for Earnest Money Deposit**

To

Date.....

The Dy.General Manager (HR)  
Brahmaputra Valley Fertilizer Corporation Ltd  
Namrup. PO-Parbatpur  
Dist- Dibrugarh, Assam, PIN –786623,  
India

Dear Sir,

We hereby submit Earnest Money Deposit of Rs. 35000/- (Rupees Thirty Five Thousand only) vide:-

- (a) Bank Draft / Pay Order / Banker's Cheque No....., dated..... in the name of "Brahmaputra Valley Fertilizer Corporation Ltd." payable at Namrup.

OR

- (b) NEFT/RTGS/Fund Transfer vide UTR/ Ref. No..... dated .....in SBI bank account no. -----, IFSC code----- of Brahmaputra Valley Fertilizer Corporation Ltd (receipt enclosed) towards your Tender No. ----- dated -----.

Yours faithfully

Signature.....

Name

.....

Organization.....

With Date and Office Seal

Annexure-VIScope of Work for HR AUDIT**1. Organisational objective of the assignment:**

Audit of HR systems, policies and process for assessing their effectiveness and identifying gaps/risk, if any.

**2. Components of Service:-** Service rendered by the Organization engaged for consultancy is intended to fulfill the following:

- i. Audit of identified HR policies, processes and systems of BVFCL.
- ii. Benchmarking of HR policies, processes and systems of BVFCL with leading practices from similar/comparable private sector and public sector companies.
- iii. Based on findings emerging from audit of HR policies, systems, processes and benchmarking thereof, Identification of gaps & risks/Recommendations/inputs for revisiting/reviewing HR policies, processes and systems etc.

**3. The HR areas that are within the scope of the audit, but not limited to:**

- i. Compliance/ consistent of HR objectives, strategies and procedures with company's goals, values and business;
- ii. Selection, recruitment, hiring, engagement of all employees, promotion policies and procedure thereof;
- iii. Training and Development of employees(including on board training);
- iv. Succession Planning;
- v. Employees motivation and reward system ( including salaries, benefits, incentives, etc.);
- vi. Performance Appraisal Management System;
- vii. Employees file maintenance;
- viii. Human Resources Management Information System(HRMS);
- ix. Compliance of existing HR process, practices and procedures with respect to Indian Labour Legislations and internal rules and procedures

**4. Key activities of the assignment:** Indicative list of key activities would be as under:

**A. Initiation and Planning**

- i. Meeting and interaction with the BVFCL top management and key senior management functionaries to understand the dimensions and issues pertaining to effectiveness of HR policies, systems and processes in BVFCL.
- ii. Sub themes of each HR policies, process & systems mentioned above will be discussed with consultant at the time of initiating HR Audit.
- iii. Focus Group Discussion (FGD)/ Interviews (involving key management role holders, Departmental Heads and employees separately) in a detailed manner to capture experiences & effectiveness related with HR policies, processes and systems at BVFCL. Study of 05 years data in the above areas identified for HR audit.

iv. Devise the model/ framework for carrying out HR audit in BVFCL based on the inputs gathered through the above processes.

### **B. Action Planning**

- i. 4 to 5 days visit by consultant team (consisting of at least 2 consultants) to BVFCL excluding travel time. Team of consultants may require completing the jobs in due date /timeline.
- ii. Carry out FGDs & one on one meeting with representative employees and stakeholders and organize Gap Analysis Workshop with top management, key senior management functionaries, senior executives and Internal Resource Persons (IRPs) with focus on identify gaps & risks in HR Policies, systems and processes.

5 **Key deliverable of the assignment:** Indicative list of deliverables desired from the service provider would be submission in form of hard copies (at least 4 nos.) as well as soft copy of reports covering the following:

- i. Detailed report on audit and study of HR Policies, Process & Systems, benchmarking with best practices in comparable organizations. Efficacy and effectiveness of identified HR process.
- ii. Gap analysis and risk identification of each process/policy/system covered under HR Audit.
- iii. Report containing key areas for action with priority map and the recommended interventions/initiatives emerging from the action planning workshops and HR audit.

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**Annexure-VII****Agreement**

(To be executed on non-judicial stamp paper of Rs.1000/-)

This agreement made this -----day of ---- 20—between BVFCL ( Company registered under the Companies Act) and having its registered office at Namrup, Dist- Dibrugarh, Assam-786623 and M/S------(hereinafter called the “Consultant” ) of the other part.

Whereas the company is desirous that certain works/services viz.----- ( name of the work)--- and has accepted an offer/tender by the Consultant for the aforesaid work.

Now this agreement witnesseth as follows:

1.In this agreement words and expression shall have the same meaning as are respectively assigned to them in conditions of contract hereinafter referred to.

2.The following documents shall be deemed to form and be read construed as part of the agreement viz.

- a) The said tender including scope of work
- b) Invitation to Tender
- c) Instruction to tenderers
- d) General Conditions of Contract
- e) Special Conditions of Contract
- f) Specifications
- g) Time Schedule
- h) Letter of Intent/Order No.....

3.In consideration of the payment to be made by the company to the Consultant as hereinafter mentioned hereby covenants with the Company to provide the services in conformity in all respects with the provisions of the contract.

4.The company hereby concurs/covenants to pay the Consultant in considerations of the completion of the work, the contract price at the times and in the manner prescribed y the contract.

5.Signed, sealed and delivered by the said Consultant in the presence of:

For and on behalf of

For and on behalf of

Dated signature of Consultant

Dated Signature of the Company

In the capacity.....

Designation

On behalf of.....

Witness:

Witness:

Name:

Name:

Address:

Address:

Place:

Place:



## Annexure-VIII

### Confidential Mutual Non-Disclosure Agreement

This MUTUAL NONDISCLOSURE AGREEMENT (This “Agreement”) is entered into effective as of the DATE, between Name and Address first part and Name and Address second party

WHEREAS, the Parties have entered into discussions regarding the following proposed business arrangements:

Nature of Business /Services.

WHEREAS, the parties desire to disclose to each other, confidential information in connection with these discussions regarding, or in anticipation of, such business arrangement:

NOW THEREFORE, In consideration of the disclosure of Confidential Information (as defined herein) by either Party, the Parties agree as follows:

1. As used herein: “Confidential Information” means communications or data information disclosed by the BVFCL or Consultant limited to concept, idea, know-how, process, technique, data classification techniques, data structures, technology, features and enhancements to the BVFCL’s or Consultant’s software, business plans, marketing materials and plans technical or financial information, consultant lists or proposals, sketches, models, samples computer programs and documentation drawings, specifications data databases price lists prices disclosed by either party whether conveyed in oral written graphic or electronic form or otherwise.
2. Without prejudice to the terms and conditions of the subject contract all Confidential Information disclosed by the BVFCL or Consultant, respectively, and each party agrees that it will treat the Confidential information as confidential using reasonable safeguards against the unauthorized disclosure of the Confidential Information and that it will protect such Confidential Information at least as securely as it protects its own proprietary and confidential information, which in any event shall not be less than a reasonable standard of care.
3. BVFCL and Consultant agrees that
  - (i) The documents provided hereunder containing Confidential Information shall be used solely for the purpose of evaluating its interest in the business arrangements described or performing an agreement between the parties hereto:
  - (ii) It will not use such Confidential Information disclosed for purpose except in terms and conditions of the subject contract.
  - (iii) It will not distribute, disclose or disseminate Confidential Information to anyone except its Representatives with a need to know who are involved in the

consideration or performance of the business arrangements described herein or as required by law.

4. This Agreement shall not apply to Confidential Information that :
  - (a) Is now, or in the future enters the public domain, through no fault of the BVFCL or Consultant (as the case may be); or
  - (b) Has been disclosed to the BVFCL or Consultant (as the case may be) by a third party without restriction; or
  - (c) Is known to the general public through publication or otherwise; or
  - (d) Is already known to BVFCL or Consultant (as the case may be) at the time of its disclosure; or
  - (e) Is independently developed by the BVFCL or Consultant (as the case may be).
  - (f) Each of the BVFCL or Consultant, as applicable, may disclose Confidential Information as part of an administrative or judicial action provided either party gives the other advanced written notice of such proposal disclosure.
  - (g) Each of the BVFCL and Consultant shall have, or shall enter into, agreements with its parent, divisions, subsidiary companies, partners, contractors, subcontractors and Solution Providers that will safeguard the Confidential Information disclosed hereunder consistent with the terms of the Agreement. With respect to Representatives, each of the BVFCL and Consultant shall advise their respective Representatives who will have access to Confidential Information as to their obligations contained herein.
  - (h) Except as expressly provided herein no license or right is granted by the either Party under any patent, patent application trademark copyright software or trade secret.
  - (i) BVFCL and Consultant acknowledge that the other has endeavoured to include in its confidential Information all information known to it which it believes to be relevant for the purpose of their mutual investigation and assessment of potential business arrangement.
  - (j) Any modifications or amendment to this Agreement must be in writing and signed by authorized officials of each Party. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof.
  - (k) This Agreement of the BVFCL's and Consultant's obligation with respect to the Confidential Information contained herein shall be lifelong from the date of this Agreement. At the BVFCL's or Consultant's request, all Confidential Information of the BVFCL or Consultant in tangible form that is in the possession of the other Party shall be returned or destroyed.
  - (l) If any clause, provision or term of this Agreement is declared illegal, invalid, or unenforceable under applicable present or future laws, then those of the clauses of this agreement which are distinguishable and separable shall not be affected and, in lieu of any such clause, provision, or term, there shall be added with mutual consent as a part hereof a substitute clause, provision or term as similar in substance to such illegal, invalid or unenforceable clause, provision or term as may be possible.
  - (m) This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns, it is understood that the affected party may seek remedy in accordance with the terms and conditions of the subject Agreement.
  - (n) This Agreement shall be governed by the laws of India.

- (o) The undersigned warrant and represent that they have the authority to enter into this Agreement on behalf of the person, entity or corporation listed above their name.

This Agreement may be executed in counterparts (including by facsimile signatures), each of which shall be deemed to be an original, and all of which shall constitute the same instrument. This Agreement shall become effective when countersigned by the BVFCL in accordance with this paragraph.

For <First Party>

For <Second Party>

Signature:

Name:

Party:

Signature:

Name:

Party:

Annexure - IX

## Rights &amp; Responsibilities of the Client (BVFCL) and the Consultancy Organization

1. The client (BVFCL) will reserve the following exclusive rights on “No Complain” basis from the Consultancy Organization:
  - a) Overseeing the services provided by the Consultancy Organization
  - b) Suggesting to the Consultancy Organization mid-term course correction and/or enrichment of the exercise, if required, in organizational interests within agreed time schedule.
  - c) Accepting the findings and/or recommendations of the Consultancy Organization.
  
2. The client (BVFCL) will provide the following enabling/ facilitating arrangement to the Consultancy Organization in timely manner and on “best effort” basis.
  - a) Composition & structure of Core Team of the Client (BVFCL) consisting of members from plants/ units and corporate office for holding need –based regular interaction(s), giving direction and arranging for project-related assistance leading to timely completion of the exercise.
  - b) One-on-one and /or group meeting(s) with the Client’s senior leadership members as requested by the Consultancy Organization for understanding the key issue and objectives of the exercise.
  - c) Infrastructural support facilities like auditoria/ conference room(s) at respective plant/unit locations of the client(BVFCL) for conduct of workshop(s)/ focus group discussion(s)/large group interaction(s), etc. with sample population.
  - d) Available Documents on BVFCL’s vision, mission, core values, business strategy, etc. as requested by the Consultancy Organization at the earliest within agreed time schedule.
  - e) Available Documents on prevailing HR policies, processes and system as deemed fit as requested by the Consultancy Organization at the earliest within agreed time schedule.
  
3. The Consultancy Organization will reserve the following exclusive rights on “No Complaint” basis from the client(BVFCL):
  - a) Professional discretion and independence in marking assumptions to be used in their study based on inputs and understanding --- formal and/ or informal --- provide by the client (BVFCL). The assumptions made by the Consultancy Organization however have to be informed to the client (BVFCL) prior to commencement of audit.
  - b) Professional discretion and independence in making comments on the findings of the HR audit and suggestions/ recommendations thereon. The comments and suggestions firmed up by the Consultancy Organization however have to be informed to the senior leadership members of the client (BVFCL) prior to making presentations thereon.

## Annexure X

**Performa for Bank Guarantee for Security Deposit**

To  
 Brahmaputra Valley Fertilizer Corporation Ltd  
 Namrup, Po-Parbatpur, Dist- Dibrugarh, Assam

**Bank Guarantee No./Date:****Letter of Guarantee**

1. Whereas <name of the firm> (Hereinafter referred to as the SELLER) and M/s BVFCL (Hereinafter referred to as the PURCHASER) has entered into contract vide Work Order No: ..... Dated..... (Hereinafter called the said Contract) for conducting HR Audit in BVFCL.

2. We, (Name of the Bank.....) at the request of the SELLER, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of Rs. ----- (Rs. ----- only) against non supply / any loss or damage may be caused to or suffered by the PURCHASER, by reason or any breach by the SELLER of any of the terms and conditions of the said CONTRACT and/ or in the performance of the said work order by the SELLER. We agree that the decision of the PURCHASER, as to whether any breach of any of the terms and conditions of the said CONTRACT or in the performance thereof has been committed by the SELLER and the amount of loss or damage that has been caused to or suffered by the PURCHASER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the PURCHASER on demand and without protest or demur.

3. We, (Name of the Bank.....) , hereby further agree that the guarantee herein contained shall remain in full force and perfect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said CONTRACT and that it shall continue to be enforceable for (a) Two months after the date of completion of supply of the said CONTRACT or (b) in event of dispute(s) between the PURCHASER and the SELLER, until such period (s) the dispute(s) is settled fully, whichever date is the latest, and that if any claim accrues or arises us, (name of the Bank.....) by virtue of this guarantee before the dates referred to hereinabove, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to hereinabove as the case may be, payment under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER in demand and without protest or demur.

4. It is fully understood that this guarantee shall become effective from the date of said CONTRACT and that we (Name of the Bank.....), undertake not to revoke this guarantee during its currency without the prior written consent of the PURCHASER.

5. We, (Name of the Bank.....), hereby further agree that the PURCHASER shall have the fullest liberty, without affecting in any manner our obligations here under, to vary any of the terms and conditions of the CONTRACT by the SELLER from time to time or to postpone for any time or from the to time any of the powers exercisable by the PURCHASER against the SELLER and to forbear or to enforce any of the terms and conditions relating to the said CONTRACT and WE, (Name of the Bank.....), shall not be released from our liability under the guarantee by reason of any such variation or extension, being granted to the SELLER or any forbearance and or omission on the part of the PURCHASER or any indulgency by the PURCHASER or by any other matter or thing whatsoever which under the la relating to the sureties would, but for the provision, have the effect of so releasing us from our liability under this guarantee.

6. We, (Name of the Bank.....), hereby further agree that the guarantee herein contained is initially valid up to..... and that the same shall be extended further according to the provisions contained hereinabove.

7. We, (Name of the Bank.....), hereby further agree that the guarantee herein contained can be operable from New Delhi and shall not be effected by any change in the constitution of the SELLER and or PURCHASER.

For and on behalf of (Name of the Bank.....)

Signature:

Name:

Duly constituted Attorney & Authorised Signatory

Designation with seal:

Annexure-XIMANDATE FORM FOR PAYMENT IN ELECTRONIC MODE.

(Details of the person to receive payment)

1	PARTICULARS OF EMPLOYEE/VENDOR/SUPPLIER/CONTRACTOR/INVESTOR/CUSTOMER/OTHER (Please specify)	
A	NAME	
B	ADDRESS	
C	E-MAIL	
2	PARTICULARS OF BANK ACCOUNT	
A	BANK NAME	
B	BANK BRANCH NAME	
C	ACCOUNT NUMBER (Full)	
D	BANK ADDRESS WITH TELEPHONE NO.	
E	BANK BRANCH CODE , if any	
F	9-DIGIT MICR CODE NUMBER OF THE BANK 7 BRANCH IF ANY (Appearing on the MICR CHEQUE issued by the bank)	
G	ACCOUNT TYPE	
H	Ledger No. Ledger Folio No.	
I	IFSC CODE FOR NEFT, IF ANY (Indian Financial System Code for NEFT) (To be obtained from respective Bank)	
J	IFSC CODE FOR RTGS, IF ANY (Indian Financial System Code for RTGS) (To be obtained from respective Banker)	
K	PAN No.	
L	GSTN REGISTRATION NO.	

I HEREBY DECLARE THAT THE PARTICULARS GIVEN ABOVE ARE CORRECT AND COMPLETE. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the SAIL responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date

Signature of the Investor/Customer/Employee/  
Vendor/Supplier/Contractor with seal of the firm

Name and Address

Certified that the particulars furnished above are correct as per our records.

Signature of the Authorised official from the Bank

DEVIATION STATEMENT

(Pl. strike off the clause which is not applicable and tick the other)

1. THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPUATONS OF YOUR TENDER DOCUMENT AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

OR

2. WE HAVE NOTICED THAT FOLLOWING CONTRADICTION/DISCREPANCIES IN BETWEEN THE TENDER STIPULATIONS (you may use a separate page, if required)

a)Page No.....      Para no.....      section.....

b)Page No.....      Para no.....      section.....

c)Page No.....      Para no.....      section.....

For and on behalf of Bidder

(Signature & Stamp of Authorized signatory)



CHECKLIST

1	Contact Details: Name and designation of the Official of the bidder To whom all the references shall be made. E-Mail address of the bidder Phone No.(Office)/Mobil/Fax No.	
2	Bidder's proposal No. & date	
3	Technical Bid (Annexure-1)	Yes/No
4	Format for declaration of Relatives of Directors of BVFCL (Annexure-II)	Yes/No
5	Attested copy of Power of Attorney (Annexure-III)	Yes/No
6	PRICE BID FORMAT (Annexure-IV)	Yes/No
7	Earnest Money Deposit (EMD) (Annexure-V)	Yes/No
8	Agreement (Annexure-VII)	Yes/No
9	Confidential Mutual Non –Disclosure Agreement(Annexure-VIII)	Yes/No
10	Copy of PAN Card	Yes/No
11	Copy of GSTN Registration no.	Yes/No
12	Deviation Statement enclosed	Yes/No
13	Declaration regarding the bidder not being banned/blacklisted by any PSUs/central/state government department	Yes/No
14	Mandate Form For Payment In Electronic Mode(Annexure-XI)	Yes/No
15	Enclosed documentary proof regarding Eligibility criteria, mentioned in Clause 3.0 of NIT (Page 5)	Yes/No
16	Each page of Tender duly signed	Yes/No

End of Document