NUMALIGARH REFINERY LIMITED
COMMERCIAL DEPARTMENT

Ref.: PUR-INSPEC-1004944 24th January, 2023

CORRIGENDUM NO. 1 TO NOTICE INVITING TENDER:

Job Name: Follow Up Inspection of HCU Reactor 04-RB-001, 04-RB-002, 04-RB-003 and FFS Assessment of HCU Reactors 04-RB-001, 04-RB-002 and 04-RB-003

Tender Ref.: GeM Bid No: GEM/2023/B/2971859 and tender document no: OC39000076/MK dated 11.01.2023

With reference to above NIT, below modifications were made:

Extension of Bid Due Date		
	Existing Due Date & Time	**Extended up to**
Last date for submission of bid	2:00 PM of 25th January, 2023	2:00 PM of 31st January, 2023
Technical Bid Opening	2:30 PM of 25th January, 2023	2:30 PM of 31st January, 2023

Reference	Inclusion
Earnest Money Deposit (para 1 of page 2 of tender document)	EMD may also be submitted through bank guarantee as per the instructions and format given in page no. 3 & 4 of this document. Please read the instructions carefully.
Terms of payment (para 14 of page 4 of tender document)	Payment will be made within 30 days from the date of acceptance and certification of invoice by the Engineer-in-charge(EIC).
Limitation of Liability (New clause)	The aggregate liability of the Contractor to NRL under the Contract shall be total Contract Price/total contract value, except that this Clause shall not limit the liability of the Contract for following; i. Any liability pursuant to Contractors breach of any Applicable Law; ii. Any loss resulting from fraud, intentional or willful misconduct or illegal or unlawful acts, or gross negligence or omissions of the Contractor or its affiliates or any sub-contractor or any supplier or any of its or their respective officers, directors, employees, servants or agents or any other person acting on behalf of the Contractor; or iii. Any liability to rectify, repair, restore or replace any materials and/or works or deficiencies therein in terms of the Contract ;or iv. In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or v. For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the works; or vi. Any liability pursuant to Contractor's indemnity obligations under the Contract; or vii. Contractor's liability for price adjustment for utility consumption beyond the Guaranteed values as per Tender Documents or viii. Liabilities under Clause related to Materials and Equipment supplied by the OWNER; or ix. Liabilities under Clause related to Machinery and equipment by the OWNER

	And provided always that such limitation shall exclude any amounts recovered under any policy(ies) of insurance taken out/or maintained by the Contractor pursuant to the provisions of the Contract. Neither party shall be liable to the other party for any kind of indirect or consequential loss or damage including loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the contract.
Security Deposit (para 11 of page 4 of tender document)	'Instructions for submission of Bank Guarantee' given in the next page shall apply, in case the successful bidder wish to submit security deposit through a bank guarantee.

Clarification is as follows:

Compensation for delay (Liquidated damages) (S.No. (L) of Agreed terms and conditions – page 12 of tender document)	As stated in the tender document, liquidated damages will apply as per NRL's GCC – "the contractor shall pay to the owner as compensation an amount equal to 0.5% or such smaller amount as the Engineer-In-Charge (whose decision in writing shall be final), may decide on the amount of the contract value for every week that the work may remain incomplete as per the time schedule, subject to a maximum compensation of 5% of the contract value after which period action will be taken by the Engineer-In-Charge under the provisions of the contract. For details refer, para 4.10 of NRL's GCC-2017.

a. Bidders are requested to take note of the above and ***accordingly submit their final bid***. This corrigendum shall form part of the tender document. A copy of this corrigendum should be submitted with the bid, duly signed and sealed by bidder.
b. All other terms and conditions of the tender remain unchanged.

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For CGM (Commercial)
Numaligarh Refinery Limited
Numaligarh, Dist: Golaghat
Assam – 785 699

Instructions for submission of Bank Guarantee

Formats for Bank Guarantee(s) are available in NRL Website www.nrl.co.in → Tenders → Download Manuals →

Proforma of Bank Guarantee for **Earnest Money Deposit (EMD)** is in next page of this document.

Bidders/Suppliers/Contractors are required to submit their BGs strictly as per the said standard format(s) only. No change request is allowed.

- The BG shall be valid for:-

BG for EMD	12 months from the "last date for submission of bid" + Claim period of 6 months
BG for Security Deposit	Contractual Completion Date (CCD) + Defect Liability Period + Claim period of 6 months.

- In case of delay in delivery/completion and/or extension of CDD/CCD, the validity of the BG should be extended by the Supplier/Contractor prior to expiry of the original validity period. Pending such timely extension, suit or action to enforce a claim under Guarantee may be initiated by NRL.

- Address for submission of original BGs (hard copy):-

  CGM (Commercial)
  Commercial Dept., Administrative Building,
  Numaligarh Refinery Project Site, Numaligarh
  Dist: Golaghat, Assam - 785699

- Bank guarantee should be routed through SFMS platform. Relevant information are as follows:

  (i) Beneficiary bank details:
  Axis Bank
  Chhibber House, Ground Floor, G.S Road, Guwahati -781005
  IFSC: UTIB0000140

  (ii) Advising message to be sent to beneficiary bank:
  IFN 760 / IFN 760 COV for issuance of bank guarantee
  IFN 767 / IFN 767 COV for amendment of bank guarantee
  Field number as "7037" and Particulars (to be mentioned in Row 1) as "NRL140025551" should be correctly captured in the above messages.
  The supplier shall submit to NRL the copy of SFMS message as sent by the issuing bank along with the original bank guarantee. Issuing bank mail ID should be invariably mentioned on the face of the bank guarantee.

Proforma for Bank Guarantee for Earnest Money Deposit

(ON NON – JUDICIAL PAPER OF APPROPRIATE VALUE)

Ref………………………….. Bank Guarantee No………………
To,
General Manager (Commercial)
Numaligarh Refinery Limited,
Pankagrant, PO: Numaligarh Refinery Project,
Dist-Golaghat (Assam), India, PIN-785699

Dear Sir (s)

In accordance with letter inviting Tender under reference No………………………………………………M/s…………………………………………………………… ……having their Registered / Head office at…………………………………………………………….(hereinafter called the Tenderer) wish to participate in the side tender for……………………………………………………………………………….

As an irrevocable bank Guarantee against Earnest Money Deposit for an amount of ……………………….is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the……………………………………Bank at …………………….. Having our Head office………………………………………………… (Local Address) guarantees and undertakes to pay immediately on demand by Numaligarh Refinery Ltd, the amount……………………………………………..without any reservation, protest, demur and recourse. Any such demand made by Numaligarh Refinery Ltd. shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tendered.

This guarantee shall be irrevocable and shall remain valid up to…………………………………………… If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s…………………………………………………………on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized officer, has set its hand stamp on this………Day of…………….20………………at……………

WITNESS:
(SIGNATURE NAME)

(OFFICIAL ADDRESS)

(SIGNATURE NAME)
Designation with Bank Stamp
Attorney as per
Power of Attorney No…………..
Date………………………………