NUMALIGARH REFINERY LIMITED
COMMERCIAL DEPARTMENT

Ref.: Tender no.:LC22000136/MK 18th August, 2023

CORRIGENDUM No.1 TO NOTICE INVITING TENDER:
Minutes of Pre-bid Meeting

Job Name: Appointment of Forensic Auditor for review of processes linked to management and handling of confidential data

1. Tender ID: Tender id: 2023_NRL_766916_1 dtd. 14.08.2023
2. Tender Reference Number: LC22000136/MK

With reference to above NIT, pre-bid meeting was held online, over MS Teams, on 17th August, 2023 at 3PM.

Pre-bid queries, clarifications and Amendments in the tender conditions are as below:

Pre-bid meeting attendees:	
NRL:	**Prospective Bidders:**
1. Mr. Jayanta Dutta, DGM(Finance) 2. Mr. Nirod Kumar Haloi, DGM(Admin) 3. Ms. Sikhamoni Deka, SM(Admin) 4. Mr. Madhu Kiran D, A.O(Commercial)	1. Ms. Devika Panchal (BDO India) 2. Ms. Archana B Rathod (E&Y) 3. Ms. Anchal Agarwal (Grant Thronton Bharat) 4. Ms. Riddhi Agrawal (BDO India) 5. Mr. Rahul Rana (Deloitte) 6. Mr. Shubham Gupta (Deloitte) 7. Mr. Karan Sunthankar (Grant Thronton Bharat) 8. Mr. Jaha Krunal (KPMG) 9. Mr. Sayed Muntazar (KPMG)

1. NRL has explained bidders the tender modality, schedule of rates and scope of work.
2. NRL responded to pre-bid queries raised by the bidders. Bidder's pre-bid query and NRL's response is enclosed as **Annexure-A** to this document.

Note to Bidders:

a. NRL at its discretion may not consider a bidder for further evaluation, if the bid submitted fail to comply the requirements of the special conditions of the contract(SCC).
b. Bidders are advised to submit all the documents required, duly signed & stamped.
c. 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 shall be submitted with the bid, duly signed and sealed by bidder.
d. 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

Annexure-A

S. No.	Tender Document Reference (Section and page number)	Content of RFP requring clarifications	Prospective Bidder's Query	NRL's response
1	**Scope of Work (a) (Page 13)**	Assist with forensic focused assessment of policies and procedures with regards to management of company confidential information to identify potential red flags in the process.	Please provide examples of the types of company confidential data that the Forensic Auditor would be assessing during this process, if possible?	Confidential data across all the departments in the organization shall be assessed.
2	**Scope of Work (b) (Page 13)**	Conduct review of controls (IT and Non-IT) in management and handling of company confidential information	Please provide any additional information about the controls that you currently have in place for managing both IT and non-IT aspects of confidential information?	SAP, E-office application etc are the systems currently in place. Party would be required to review the controls in these applications.
3	**Scope of work (Page 13)**	Forensic Auditor would be required to review the following activities: a) Assist with forensic focused assessment of policies and procedures with regards to management of company confidential information to identify potential red flags in the process. b) Conduct review of controls (IT and Non-IT) in management and handling of company confidential information c) Recommend mitigating action to plug identified gaps if any.	Please clarify, If we identify any fraud during our review period, will the investigation will also be part of scope? Or will it be part of separate/additional scope, if required?	No investigation is to be carried out by the contractor.
4	**The Auditor would need to do the following (Page 13)**	The Auditor shall also be required to conduct training sessions (minimum 3 numbers) to key individuals to share better practices around management of Company's Confidential Information.	Please provide more information about the specific target audience for training sessions that the forensic Auditor is expected to conduct?	To our senior management (maximum 3 sessions)
5	**The Auditor would need to do the following (Page 13)**	Get an overall understanding of preparation, handling, and dissemination of company confidential information.	Please provide insights into the physical and digital locations where company confidential data is stored or accessed?	All data can be accessed from Numaligarh/Guwahati. SAP and Aarohan is located in own premises in Numaligarh and mail systems in Cloud
6	**The Auditor would need to do the following: (Page 13)**	Based on forensic assessment, the Auditor shall be required to submit a report on its findings and recommend better practices to mitigate potential issues.	Could you please provide clarification on whether the project report will be kept confidential, and if so, could you specify with whom the report will be shared?	Project report shall be kept confidential and to be submitted to NRL's EIC only.
7	**The Auditor would need to do the following: (Page 13)**	e) Conduct discreet market intelligence with select company employees (15 No's) to gather intelligence around availability of company confidential data. Attempt mystery shopping to get company confidential data from the identified individuals.	Please clarify whether discrete market intelligence of 15 employees is fixed or can be increased as well. If increased, will the fees be increased proptionately or will it stay fixed as quoted fees.	this will be limited to maximum 15 numbers.
8	**Contract Period (Page 2)**	2. Contract Period 03 months from the date of site handover.	Is this 3 months is anticipated timeline for the completion of the entire assessment process, including the report submission and training sessions? If not, Please share the anticipated timelines for completion of work?	Yes, 3 months is anticipated timeline for the completion of the entire assessment process, including the report submission and training session.
9	**14. Payment Terms (Page 5)**	100% payment will be made after certification on completion of the job. Further break-up of payment terms if deemed necessary shall be decided by the E-I-C. The above payments are subject to deductions towards security deposit, income tax and other recoveries as applicable as per terms of the contract.	Requesting you to please update the payment terms on milestone basis as follows, if suitable: 30 %- Advance on signing the contract 20%- On submission of Draft Report 50%- On submision of Final report	Payment terms will be as per the tender.
10	**Annexure VIII - CHECKLIST FOR SUBMISSION OF BIDS**	1-Power of Attorney "or" Proprietorship Certificate/Proof in the name of the signatory of the bid.	Please tell whether board resolution having the name of the signatory will suffice the purpose of power of attorney.	Legally valid Board Resolution authorising the person is acceptable.
11	**Annexure VIII - CHECKLIST FOR SUBMISSION OF BIDS**	4-Copy(ies) of work order(s) and corresponding completion certificate(s) or any other relevant documents in support of past experience(s) to clearly meet the PQC. 5. Copy of Audited Trading and profit & loss accounts or certificate from CA as proof of turnover to meet the PQC. 6. Other certificates/license/proof as stipulated in the PQC requirements (if any)	We believe this tender is not having any PQC due to being limited tender. Please clarify whether these points are required to be answered and documents to be submitted as part of this bid.	The point no. 4,5 and 6 of Annexure VIII are not applicable.
12	**Annexure X- Information to bidders on NRL's Policy for Micro and Small Enterprises (MSEs) & Start-Ups**	Information to bidders on NRL's Policy for Micro and Small Enterprises (MSEs) & Start-Ups	Please clarify if MSEs and Start ups are also part of list of bidders, if possible	Bidder's credentials regarding MSEs/Startup are currently not available. It can be known only after opening the bids.
13	**Others**	Other	Should the audit be carried out exclusively at the Numaligarh Refinery location in Assam, or is it required to be conducted at additional locations?	Audit is to be mainly carried out at Guwahati and Numaligarh.
14	**Limitation of Liability**	NA	In accordance with standard industry practice, Contractor's aggregate liability under this RFP and in connection with the services shall be for direct damages only and shall, in all circumstances and events, be limited to one time the fees paid to us (Contractor) under the engagement. We shall not be liable for any indirect or consequential losses.	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 Guarantee 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.
15	**point (c) on Page 76 of the GCC and point (c) of Annexure-XI on Page 29 of the Tender document**	(c) Managing Director, on receipt of the letter referring the dispute to Arbitration, shall, within 30 days from the receipt of the said letter, appoint a sole Arbitrator, who is not disqualified to act as such Arbitrator under the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof to adjudicate the dispute(s) between the parties.	could you confirm that a sole arbitrator will be mutually appointed by the parties	Appointment of abritrators will be as per Annexure-XI of tender document and GCC.