

No. JOR/AAB/SERVICES/ENGG-SER/2024/LZ1SC24001/9010038855

Dated: 13.09.2024

To,

M/s N. E. Paint Udyog
HOSPITAL ROAD,
OPP ASTC BUS STAND,
SIVASAGAR, ASSAM - 785640
E-MAIL: nepaintudyog@gmail.com

Sub: Notification of Award (NOA) for hiring services for PAINTING WORKS AT VARIOUS INSTALLATIONS OF SURFACE, JORHAT

Ref: Your Bid. ID No. 731942 submitted against Tender No. LZ1SC24001

Sir,

With reference to above, ONGC, Jorhat is pleased to place this NOA for hiring services for PAINTING WORKS AT VARIOUS INSTALLATIONS OF SURFACE, JORHAT, with following major terms and conditions:

- Contract Value:** INR 86,79,279.96 (inclusive of GST @ 18%).
- Schedule of Rates:** As per Appendix-A enclosed.
- Scope of work:** As detailed in the tender document.
- Contract Period:** Seven (7) Months from the date of placement of Notification of Award (NOA) excluding monsoon period of 4 months from 15th May to 15th September, during which the job will not be allowed to carry on.
- Security Deposit/ Performance Security:** On or before 28.09.2024, the contractor has to submit security deposit for an amount of INR 8,67,928.00 in any of the following form:

- a) NEFT/RTGS/Electronic fund transfer to account of ONGC as detailed below. In this case, it is required to submit the proof of successful payment of above S/D amount to the designated account of ONGC.

Beneficiary Account Name	Oil & Natural Gas Corporation Limited
Bank Name	State Bank of India
Branch	Jorhat Main Branch
Branch Code	104
Bank Account No.:	10638563817
IFSC Code	SBIN0000104

- b) e-Bank Guarantee strictly as per proforma attached at Appendix-B and should be valid up to 15.07.2025 (further one month from the expiry of Bank Guarantee should be given for claim period i.e. up to 15.08.2025)

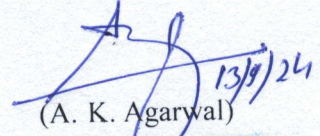
Contractor has to submit a confirmation within three days of issuance of this NOA, to the effect that SD/PBG will be submitted within the stipulated time. If contractor fails to submit the SD/PS within the stipulated date, ONGC can take action as per conditions specified in the tender.

6. **Security Deposit/ Performance Security for Warranty:** Upon satisfactory completion of contract, contractor shall submit fresh work performance security of 5% of the total executed value in the form of PBG, valid up to project completion date plus 60 months plus ninety (90) days from the date of actual contract completion as guarantee of paints required is five years. Original security deposit shall be returned after receipt of work performance security.



7. All other terms and conditions shall be as per tender document of tender no. LZ1SC24001 (Ref: Tender ID: 2024_ONGC_202635_1 of CPPP).
8. For the purpose of commencement of activities under the contract, this Notification of Award (NOA) shall be binding between the contractor and ONGC. A formal contract will be signed within 30 days of date of this NOA on non-judicial stamp paper subject to receipt of acceptable Performance security in original.
9. **Registration of Vendors in Government e-Marketplace:** Contractor is required to submit GeM seller ID at the time of signing of the contract.

Please acknowledge the receipt of this NOA.


(A. K. Agarwal)
अनुप कुमार अग्रवाल
A.K. AGRAWAL
महानिदेशक (नि.एच.अनु.)
General Manager (C&M)
ओएमजीसी, जोरहाट परिसर
ONGC, Jorhat Asset

Schedule of Rates

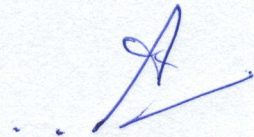
Hiring of services for painting job of various surface installations of Jorhat Asset
 Ref: No. JOR/AAB/SERVICES/ENGG-SER/2024/LZ1SC24001/9010038855 Dated: 13.09.2024

Sl. No.	Description of Job	Unit of Measurement (UoM)	Estimated Quantity	Unit Rate per M ² exclusive of GST	GST on Unit Rate	Unit Rate per M ² inclusive of GST	Total Contract Value inclusive of GST
			(In M ²)	(in INR)	(in %)	(In INR)	(in INR)
A	B	C	D	E	F	G = E*(1+F)	H = D x G
1	Name of the Job: Industrial Painting on Supply & Apply basis at Surface Installations of Jorhat Asset Supply of primer and finish paints, surface preparation, applications of primer and finish paints as specified, removal of old paints completely or to the maximum extent possible by hand tools like brass brush, emery papers and brass chipping tools. The agency has to clean the surface with caustic soda and other detergent wherever required and thoroughly washed with water wash cleaning with water jet of required pressure and as per specifications and instructions of engineer in charge. Job includes cleaning the site by removing of grass & earth wherever required for surface preparation, painting of identification bands, numbers, arrows etc. on straight pipe line at a distance of 50 mtrs or as per the direction of engineer in charge. Job includes numbering, Colour coding of process equipment vessels, crude oil Storage Tanks, Christmas Tree, Flare Line, Utility Water lines, Fire water lines, SRP Unit, Water injection Lines, HSD Tanks, pumps, rotary equipment, structures, piping mentioned in the schedule as per standard nomenclature and direction of Engineer-In-Charge. Work includes supply of labours, tools, tackles, consumables, supervision etc. to complete the painting in all respect as per specification and to the satisfaction of engineer-in charge as mentioned in the subsequent items followed hereby. The item includes supply, erection and de-erection of scaffolding at all elevation. Agency has to arrange the Digital Alco meter for thickness measurement in stage wise and agency has to provide qualified supervisor for day to day progress & storekeeper for keeping the record for paints, labour payment, license, gate passes etc. Agency has to submit the paint supply voucher (Challan) and paint consumption statement as per requirement including paint batch test certificate etc. for completing the job. Agency has to take clearance from	M ² (Square Metre)	19,006.00	387	18%	456.66	86,79,279.96

representative of Engineer- in charge before applying primers/finish coats on day to day basis. System: Supply, Apply and inspection of paints, surface preparation by hand/machine tool cleaning and apply following Paint scheme. • First coat of Self-priming surface Tolerant High built Epoxy coating with 100μ average DFT. • Second coat of Self-priming surface Tolerant High built Epoxy coating with 100μ average DFT. • Final coat of Glossy Aliphatic Acrylic Polyurethane Topcoat with 50μ average DFT. Total Thickness: 250±25 μm. The work shall be completed as per the scope of work & specifications given in the bidding document					
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Notes:

- 1) Quantities mentioned above are estimated quantity only. However, payment will be done on actual execution of the job.
- 2) The Total Contract Value is inclusive of all taxes, duties, levies, insurance etc., payable on material & services including transportation, insurance and loading-unloading charges up to the worksite etc. applicable for complete scope of work.
- 3) Payment for the job shall be made for actual amount of job done and as per item rates above.



Proforma of Electronic Bank Guarantee (e-BG) /SFMS Bank Guarantee (SFMS BG) towards Performance Security

PERFORMANCE GUARANTEE

Ref. No.

Bank Guarantee No
Dated

To,

Oil & Natural Gas CORPORATION

India

Dear Sirs,

1. In consideration of Oil & Natural Gas CORPORATION Limited, incorporated under the Companies Act, 1956, having its Registered Office at Pandit Deen Dayal Upadhyaya Urja Bhawan, 5 Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070, India and one of its offices at Jorhat Asset, Cinnamara, Jorhat -785704 Assam (hereinafter referred to as 'ONGC', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. **No. JOR/AAB/SERVICES/ENGG-SER/2024/LZ1SC24001/9010038855** **Dated: 13.09.2024** (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s **N. E. Paint Udyog** having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and ONGC having agreed that the CONTRACTOR shall furnish to ONGC a performance guarantee for Indian **Rs. 8,67,928.00 (Rupees Eight Lacs Sixty Seven Thousand Nine Hundred Twenty Eight Only)** for the faithful performance of the entire CONTRACT.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian **Rs. 8,67,928.00 (Rupees Eight Lacs Sixty Seven Thousand Nine Hundred Twenty Eight Only)** without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by ONGC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that ONGC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that ONGC may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that ONGC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in ONGC against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of ONGC or any indulgence by ONGC to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of ONGC under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till ONGC discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of ONGC or that of the CONTRACTOR.



7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian **Rs. 8,67,928.00 (Rupees Eight Lacs Sixty Seven Thousand Nine Hundred Twenty Eight Only)** and our guarantee shall remain in force until **15.07.2025**.

All Claims of ONGC (beneficiary) against this Bank Guarantee, shall be remitted by the(Bank's name to be inserted) to the following account of ONGC only through electronic transfer of funds, unless otherwise specifically communicated by ONGC:

(Beneficiary Account details for e-BG only)

Beneficiary Account Name	Oil and Natural Gas Corporation Limited
Bank Name	State bank of India
Branch	CAG Delhi,
Branch Code	17313
Bank Account No	42559953079
IFSC Code	SBIN0017313
SWIFT Code	SBININBB824
Account Type	CC

(Beneficiary Account details for encashment of SFMS BG as well as for messaging BG advice in the form of message format 760 COV via SFMS):

Beneficiary Account Name	Oil & Natural Gas Corporation Limited
Bank Name	State Bank of India
Branch	Jorhat Main Branch
Branch Code	104
Bank Account No.:	10638563817
IFSC Code	SBIN0000104
SWIFT/MICR code	785002002

Any claim under this Guarantee must be received by us on or before **15.08.2025** (Indicate date of expiry of claim period which includes minimum one month period from the expiry of this Bank Guarantee). If no such claim has been received by us by the said date, the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this day of at

WITNESS NO. 1 ----- (Signature) Full name and official address (in legible letters)	----- (Signature) Full name, designation and official address (in legible letters) with Bank stamp. Attorney as per Power of Attorney No..... Dated
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WITNESS NO. 2		
----- (Signature)		
Full name and official address (in legible letters)		

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to ONGC, Cinnamara, Jorhat, Assam 785704 only.
- (ii) Bank guarantee, duly executed as per the above format, is to enclosed with the offer
- (iii) Witness signature and Witness details shall not be required in e-BG. Official address, Bank stamp etc. shall also not be required in case of e- BG



INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Electronic Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper /franking receipt as per stamp duty applicable at the place from where the CONTRACT has been placed. The non-judicial stamp paper /franking receipt should be either in name of the issuing bank or the contractor.
2. The expiry date as mentioned in clause 9 should be arrived at by adding 90 days to the CONTRACT completion date unless otherwise specified in the bidding documents.
3. The bidders will give Electronic Bank Guarantee (e-BG)/SFMS Bank Guarantee (SFMS BG) from any of the following categories of Banks:
 - (a) Any Scheduled Bank incorporated in India, Bank Guarantee issued by foreign branches / foreign offices of such Scheduled Banks be counter guaranteed by the Indian Branch of any Scheduled Bank incorporated in India.
OR
 - (b) Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.
OR
 - (c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
4. For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of ONGC (Beneficiary) are as under:

(i)	PAN	AAACO1598A
(ii)	Name	Oil and Natural Gas Corporation Limited
(iii)	Date of Incorporation	23.06.1993
(iv)	Email ID	ebg@ongc.co.in
(v)	Contact No.	7428133002
(vi)	Legal Constitution	Entity
(vii)	Registered office address	Plot No. 5A-5B, Nelson Mandela Marg, Vasant Kunj, New Delhi-70
(viii)	Registered office address Pin code	110070
(ix)	Communication address	ONGC, Shared Service Center, 1 st Floor, IBM office, Sector 62, Noida-201309, Uttar Pradesh
(x)	Communication Address Pin code	201309

5.0 For SFMS BG, interalia also refer to Clause 10.0 of GCC of tender document.

