



ONGC MUMBAI REGION, B&S ASSET
I/C-SPM Office, C-201
2nd Floor, A-Wing, Vasudhara Bhavan
Bandra(East), Mumbai – 400 051, India

(Telephone No. 022- 2656 2201 /3220)

No. MUM/OFS/BSA/ST/2024/SumpCais/1357268 (QY1NC24019)

Dated: 28.10.2024

To:

M/s A.D. Engineers & Contractor LLP
RETI BUNDER ROAD
MUMBAI-421202

Vendor Code- 900392

Mobile no. : 9773771826

Email: adec_05@rediffmail.com

Sub: Notification of Award (NOA) of contract against GePNIC-CPPP e-tender no- 2024_ONGC_205811_1 and ONGC e-tender no- QY1NC24019 for “REMOVAL OF REDUNDANT SUMP CAISSON FROM BLQ-II BPB PROCESS COMPLEX ON LSTK BASIS”

Ref: A) (i) ONGC Tender no- QY1NC24019 and GePNIC Tender no- 2024_ONGC_205811_1 for “REMOVAL OF REDUNDANT SUMP CAISSON FROM BLQ-II BPB PROCESS COMPLEX ON LSTK BASIS”

B) (i) M/s A.D. Engineers & Contractor LLP 's bid ref no- ADEC/QUO/2024-25/SUMP CAISSON BLQ-II/008 dated 21.09.2024 submitted against GePNIC Tender no- 2024_ONGC_205811_1 .

Sirs,

1. ONGC is pleased to place this Notification of Award (NOA) of Contract no. MUM/OFS/BSA/ST/2024/SumpCais/1357268 (QY1NC24019) (OLA No- 9030012790) on M/s. A.D. Engineers & Contractor LLP ,Mumbai for undertaking as **REMOVAL OF REDUNDANT SUMP CAISSON FROM BLQ-II BPB PROCESS COMPLEX**, on turnkey basis, with the scope of work and on the terms and conditions as detailed in ONGC's Bidding Document against Tender No. **2024_ONGC_205811_1** at a total lump sum price of INR. 1, 99, 99,998/- (Rupees One crore ninety nine lakhs ninety nine thousand nine hundred ninety eight only) inclusive of GST@ 12% and all other duties and levies.
2. The above mentioned lump sum Contract Price at Para 1.0 above is inclusive of cost of Materials, Services, GST @12%, all taxes and duties, insurance & other costs as detailed in bidding documents and other documents, for the entire scope of work for **REMOVAL OF REDUNDANT SUMP CAISSON FROM BLQ-II BPB PROCESS**

COMPLEX, as described in the bidding documents and ONGC correspondences issued till date.

3. All the terms and conditions including the payments under the contract shall be regulated in accordance with ONGC's Bidding Documents and subsequent correspondences/ documents/ addenda as mentioned in Para 1.0 above, read with this NOA.
4. The lump sum contract price as stated in Para 1.0 above shall remain firm and valid until the entire scope of works are completed satisfactorily and shall not be subject to any escalation on any ground whatsoever. Necessary deductions on account of taxes, duties, fees and levies as aforesaid shall be made by ONGC from the invoices or payments to be made/ adjusted as per applicable provisions of Indian Law.
5. Completion period of the contract for execution of entire scope under the contract shall be 04 (four) months from the date of Issuance of Notice of Award-(NOA) i.e 28.02.2025.
6. M/s A.D, Engineers and Contractor LLP, Mumbai shall furnish to the Company within 15 (Fifteen) days from the date of issue of this NOA, Performance Security / Security deposit in the form of NEFT / RTGS / Electronic fund transfer to the designated account of ONGC or in lieu thereof unconditional and irrevocable Electronic Bank Guarantee/SMS Bank Guarantee (along with letter from issuing bank that it is unable to issue NeSL based e-BG as on date) for due performance of the Contract, as per proforma given at Appendix 2, for a sum equivalent to 10% i.e. INR 19,99,999.80/- (Nineteen lakhs ninety nine thousand nine hundred and ninety nine rupees and eighty paise only) of the Contract price. This irrevocable Electronic Bank Guarantee/ SFMS Bank Guarantee shall be drawn in favour of the Company. The Electronic Bank Guarantee/SMS Bank Guarantee for 10% of contract price should be valid upto 28.04.2026 (60 days beyond the scheduled project completion date + Warranty period).

The details of designated account of ONGC for E-BG is as under:

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

The details of designated account of ONGC for NEFT/RTGS/Electronic fund transfer is as under:

Beneficiary Account Name	:	Oil and Natural Gas Corporation Limited
Bank Name	:	BKC Branch
Branch	:	State Bank of India
Branch Code	:	04380
Bank Account No.	:	30061117039
IFSC Code	:	SBIN0004380



Account Type : CC

7. M/s. A.D. Engineers and Contractor LLP, Mumbai is requested to submit the following undertaking within 03 days of issue of the NOA.

"M/s. A.D. Engineers and Contractor LLP, Mumbai, confirms that Security Deposit/Performance Security shall be submitted within 15 days from the date of NOA and non-submission of Security Deposit/Performance Security within stipulated period may lead to annulment of the contract and action against Contractor as per tender/NOA conditions".

8. M/s. A.D. Engineers and Contractor, Mumbai, shall be required to sign a formal Contract with ONGC within 15 days from receipt of acceptable SD/ PS as detailed in para 5.0 above. This Notification of Award shall constitute binding contract between M/s. A.D. Engineers and Contractor LLP, Mumbai and ONGC Limited, and shall be subject to all terms and conditions of the bidding documents and other documents mentioned in reference above.
9. Date and venue of the kick-off meeting for the Project will be intimated shortly by ONCC. M/s. A.D. Engineers and Contractor LLP, Mumbai is required to depute their project team including representatives of their consultants (if any), their major Sub-Contractors)/vendors, during the said kick off meeting.
10. The effective date of Contract is the date of this Notification of Award i.e. 28.10.2024. The date of commencement of activities under the contract shall be the date of this Notification of Award.

Kindly acknowledge this Notification of Award and submit the undertaking (as per para 7.0 above) by return email.


28/10/24
Gurmeet Singh Makkar
CGM (P), I/c (SPM)
B & S Asset,
ONGC, Mumbai
Gurmeet Singh Makkar
CGM(P)-I/C SPM

Enclosed Appendix 1: Format for E-BG
Appendix 2: Price Break-up

(Circular No. 79/2023 dated 30.10.2023)
(Circular No. 82/2023 dated 01.11.2023)
(Circular No. 17/2024 dated 16.04.2024)

Appendix - 1

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 _____ (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. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ 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 Rupees/US\$ 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./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) 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.

(Circular No. 31/2019 dated 15.11.2019)

(Circular No. 37/2023 dated 06.06.2023)

9 Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

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)

(Circular No. 08/2024 dated 16.02.2024)

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

(Circular No. 17/2024 dated 16.04.2024)

(Concerned Work Center to specify following ONGC's account details of their Work Centre for SFMS BG):

(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):

- 1) Beneficiary Account Name: Oil and Natural Gas Corporation Limited
- 2) Bank Name: State Bank of India
- 3) Bank Account Number.:.....

IFSC Code

For foreign currency Bank Guarantee, detail of Nostro Account as under to be indicated additionally for respective currency.

Through State Bank of India Nostro Account:

NAME OF BANKS	CURRENCY	A/C NUMBER	SWIFT BIC
SBI Frankfurt	EUR	52607101120001	SBINDEFF
SBI London	GBP	35601	SBINGB2L
SBI Tokyo	JPY	10177001220001	SBINJPJT
SBI New York	USD	77600125220002	SBINUS33

Any claim under this Guarantee must be received by us on or before_____ (Indicate date of expiry of claim period which includes minimum **one month** period from the 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 authorised officer, has set its hand and stamp on this day of at

(Circular No. 17/2024 dated 16.04.2024)

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.
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		Attorney as per Power of Attorney No..... Dated
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 (insert the address of the tender inviting work centre) 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

(Circular No. 12/2009 dated 06.03.2009)

(Circular No. 37/2023 dated 06.06.2023)

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. Foreign parties are requested to execute bank guarantee as per law in their country.
3. Foreign bidders will give guarantee either in the currency of the offer or US \$ (US Dollar) i.e. Indian Rs/US \$ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than 'Rupees' or U.S.\$, indicate the relevant currency of the offer.
4. 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.

(Circular no. 23/2013 dated 09.09.2013)

(Circular No. 17/2024 dated 16.04.2024)

5. 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.

(Circular No. 79/2023 dated 30.10.2023)

(Circular No. 08/2024 dated 16.02.2024)

6. 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

(BL/01/156 dated 16.04.2024)

7. For SFMS BG, interalia also refer to Clause 10.0

Note: The above instructions are also applicable for the other Bank Guarantees (such as Performance security by Supporting Company/Ultimate controlling company, Bank Guarantee towards release of LD etc.)

Appendix 2

Price Break-up

Sl No.	Item description	Basic Rate	GST	GST Amount	Total Amount With Taxes
1.	The total lump sum price for complete scope of work and specifications referred in the bid document including design and detail engineering, procurement, survey, inspection & testing, transportation, dismantling, removal & disposal of existing redundant Caisson, Structural etc., marine supports, dive supports at BLQ-II BPB offshore Process Complex inclusive of GST and applicable taxes & duties till entire completion of job as per scope of work, specifications, standard specifications, codes and practices on single point responsibility (SPR) basis. Bidder to quote breakup of lumpsum price below:				
1.01	Removal of Sump Caisson job as per Scope of Work: Lumpsum Material cost	3057141.07	12%	366856.93	3423998.00
1.02	Removal of Sump Caisson job as per Scope of Work: Lumpsum Service Cost	14800000	12%	1776000.00	16576000.00
	Total In Figures	19,999,998.00			
	Lump sum Amount in words	INR One Crore Ninety Nine lakh Ninety Nine Thousand Nine hundred Ninety eight only including tax			


Gurmeet Singh Makkar
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