


OIL AND NATURAL GAS CORPORATION LIMITED

ऑयल एंड नेचुरल गैस कॉर्पोरेशन लि.

ONGC, Chandkheda Campus
Ahmedabad-380 005
Tel No. 23267007/12, Fax No. 23291926/23291284

No. AMD/AMD-ASSET/MM/2024/Rig O&M/1338524

Dated: 27.09.2024

To,

M/s. South Asia Consultancy

402, Orange Mall, above HDFC Bank

Nr. Chandkheda bus stand

Ahmedabad Gujarat 382424,

Tel: 7586099071/ 9316305258

 Email: vp@southasiaconsultancy.com, dsraiput@southasiaconsultancy.com
SUB: NOTIFICATION OF AWARD (NOA) FOR HIRING OF O&M SERVICES FOR 03 NOS. WORKOVER RIGS OF AHMEDABAD ASSET
Reference: 1) Tender no. D16SB24008

2) Your bid submitted against tender no. D16SB24008

Sir,

With reference to your offer against subject tender and subsequent correspondences, ONGC hereby places Notification of Award (NOA) No. **9010038956** for Hiring of Operation and Maintenance (O&M) services for 03 nos. of workover rigs of Ahmedabad Asset on following rates, Terms and Conditions:-

1.0] SCHEDULE OF RATES:

Sr.	Description	SAC	No. of rigs	Operating Day Rate per Rig (for 24 hours) inclusive of GST (in Rs.)
1	Operation and Maintenance of Workover Rigs	998621	03	74,345.00

The above ODR is inclusive of all taxes and duties including GST as quoted by bidder/ contractor

No mobilization/ Demobilization charges shall be payable by ONGC

During Inter-location movement, payment shall be made @ 75% of the Operating Day Rate (ODR) per Rig by ONGC to the Contractor, which is also inclusive of GST.

2.0] SCOPE OF WORK:

The scope of work, specification & Special Terms and Conditions of Contract shall be as per tender No. D16SB24008.

3.0] MOBILIZATION PERIOD

Mobilization of personnel, on submission of necessary documents and approval by ONGC as per Contract conditions, shall be made by the contractor within 21 days from the date of mobilization notice by ONGC.

Mobilization shall be considered complete only after ONGC's written approval to start the Operation at the first designated site after due inspection and acceptance by ONGC Rig wise.

4.0] DURATION OF THE CONTRACT:

The duration of CONTRACT duration is 09 months for each of the 02 rigs and 06 months for 3rd rig from the date of commencement of O&M services on respective rigs.

5.0] SECURITY DEPOSIT:

Please submit Performance Security in the form of Electronic-BG or NEFT/RTGS/Electronic Fund Transfer # or SFMS Based BG for an amount of Rs. 26,76,000 (Rupees Twenty Six Lakhs, Seventy Six Thousand Only), valid upto 31.10.2025, on or before 12.10.2024. Proforma of PBG is attached at Appendix A.

NO other mode of Security Deposit is acceptable.

In case the contractor fails to submit Performance Security within the stipulated date, ONGC shall be entitled to take action as per conditions specified in the tender.

In case bidder submit SFMS based BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS based BG (Refer instruction mentioned at Sl. 7 of E-BG format attached with this NOA).

ONGC Account details for NEFT/RTGS/online payment of Performance Security is as under:

Beneficiary Name : Oil and Natural Gas Corporation Limited
Bank Name : State Bank of India
Branch : ONGC Chandkheda Ahmedabad 380005
Bank Account No. : 00000010257776699
IFSC Code : SBIN0005743

6.0] OTHER TERMS AND CONDITIONS:

All other terms and conditions of the contract shall be as per subject tender and subsequent correspondences.

7.0] Total Contract value is Rs. 5,35,28,400 (inclusive of GST)

8.0] DETAILED CONTRACT:

The detailed contract will be signed by both parties within 15 days from the date of submission of the Security Deposit. Accordingly, after submission of Security Deposit, it

Registered Office: Pandit Deendayal Upadhaya Urja Bhawan 5, Nelson Mandela Marg,
Vasant Kunj, New Delhi- 110 070 (India) CIN No.: L74899DL1993GOI054155
Website: www.ongcindia.com



Page 3 of 8
is requested to depute your authorized representative holding valid power of attorney, for signing of detailed contract, under intimation to this office.

9.0] For the purpose of commencement of activities under the contract, this NOA will constitute a binding contract between contractor and ONGC.

10.0] For execution of the contract, please contact

GGM(P) – Head Well Services, ONGC, Avani Bhavan, Ahmedabad Asset, Ahmedabad-380 005.

For all correspondence in this regard and reference in PBG, please quote Contract No. **9010038956** dated 27.09.2024.

Kindly acknowledge the receipt of this NOA.


राजीव शर्मा / RAJIV SHARMA
महा प्रबंधक (सा.प्र.) / GM (Head MM)
ओ.एन.जी.सी., अहमदाबाद

Copy to:-

1. GGM (P)- HWS, ONGC, Avani Bhavan, Ahmedabad Asset, Ahmedabad
2. CGM-Head Finance, ONGC, 5th floor, Avani Bhavan, Ahmedabad Asset Ahmedabad

Proforma of Electronic Bank Guarantee towards Performance Security

Appendix A

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____
 Dated _____

To,
 Oil & Natural Gas CORPORATION
 Avani Bhavan Ahmedabad

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

Registered Office: Pandit Deendayal Upadhaya Urja Bhawan 5, Nelson Mandela Marg,
 Vasant Kunj, New Delhi- 110 070 (India) CIN No.: L74899DL1993GOI054155
 Website: www.ongcindia.com



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./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 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

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

WITNESS NO. 1

(Signature)
Full name and official
address (in legible letters)
stamp

(Signature)
Full name, designation and
address (in legible letters) with Bank

Attorney as per power of
Attorney No.....
Dated

WITNESS NO. 2

(Signature)
Full name and official
address (in legible letters)



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 bidders will give Electronic Bank Guarantee 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.

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.	0120-6034040 0120-4487711
(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



7. Instructions for SFMS Based BG

1. The default/preferable mode of submission of PBG/SD/PS will be NEFT/RTGS/Electronic fund transfer or e-BG.
2. Bidder can also submit SFMS based Bank Guarantee (BG) against Security deposit subject to the following:
 - a) Whenever a bidder submits SFMS based BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS based BG.
 - b) Bidder shall get SFMS Bank Guarantee issued from SFMS enabled Bank. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to ONGC's Bank confirming the authenticity of Bank Guarantee. Bidder will required to submit Security deposit along with SFMS delivery report /message copy which has been transmitted to ONGC's bank by BG issuing bank through SFMS system.
 - c) The SFMS bank guarantee will have to be given on non-judicial stamp paper / with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt e-stamping should be either in the name of the issuing bank or the bidder.
 - d) The original BG in physical form towards Security deposit (along with SFMS delivery report /message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. ONGC's bank) should reach to the designated ONGC office within 15 days of award of contract.
 - e) SFMS based BG will not be acceptable unless details of the same is transmitted to the ONGC's Bank through SFMS platform. It is bidder's responsibility to ensure that BG issuing bank sends the BG advice correctly in the form of message format 760COV via SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including following:
 - i. Beneficiary Account Name: Oil and Natural Gas Corporation Limited
 - ii. Bank Name: State Bank of India
 - iii. Bank Account No: 10257776699
 - iv. IFSC Code: SBIN0005054
 - v. Branch : SBI Trade Finance CPC, Ashram road, Ahmedabad
 - vi. EMAIL : sbi.05054@sbi.co.in
 - vii. PHONE :: 79-26584275
 - f) In case of any error by the bidder or BG issuing bank while capturing the requisite field details/format or non-receipt of confirmation of BG through SFMS 760COV message format, bidder shall be responsible for the same.
 - g) For any amendment of SFMS BG, message 767COV through SFMS should be used.

