

OIL AND NATURAL GAS CORPORATION LIMITED
AHMEDABAD ASSET

(SINGLE BID SYSTEM)



Tender No.: D12MS26001

**PROCUREMENT OF LAPP MAKE CABLES FOR AHWR RIGS,
WELL SERVICES, AHMEDABAD ASSET**

Tender Closing Date & Time	As per GePNIC-CPPP
Tender Opening Date & Time	(https://etenders.gov.in).

OFFICE:

**Supply Chain Management Department,
ONGC Ahmedabad Asset, ONGC colony,
Chandkheda, Ahmedabad-380005,
Gujarat, India**



Oil And Natural Gas Corporation Limited
Supply Chain Management Department
Ahmedabad Asset
ONGC colony, Chandkheda, Ahmedabad-380005
Email: ramakrishna_n@ongc.co.in, adil_masood@ongc.co.in
ONGC Gujarat GST NO. 24AAACO1598A4ZQ

No: AMD/AMD-ASSET/SER/WELL/2025/lapp/2685081

21.04.2026

To,

M/S Lapp India Pvt. Ltd.,
II Phase, Jigani Anekal Taluk,
Plot No.98, J&K, Jigani Industrial Area,
Bangalore, Karnataka-562106
Ph. No.: +919004349444, 6366897287
Email Id: amar.pawar@lapp.com, saifa.mulla@lapp.com
Vender Code: 128206

Subject: Notice of Inviting Tender

Dear Madam/Sir,

Sealed Quotations are invited for “**Supply of LAPP make cables for AHWR Rigs, Well Services, Ahmedabad Asset**” as per Annexure-IV of the Tender Document.

The details of the Tender are given below:

Tender No	D12MS26001
Description of item(s)	Procurement of LAPP make cables for AHWR Rigs, Well Services, Ahmedabad Asset
Bid Submission date/time	As per GePNIC-CPPP (https://etenders.gov.in) (Bidders have access to online help document which is available on the portal. This help document can be used as a guide for participating in e-procurement tenders.)
Bid Opening date/time	As per GePNIC-CPPP (https://etenders.gov.in)
Bid Validity	90 days from the opening date of the tender. The period of validity of the quotation should be mentioned and should in no case be less than 90 days from the opening date. In the absence of period of validity being mentioned in your offer, it will be assumed that your offer is valid for 90 days.
Specifications & Requirement Details	As per details at Annexure-IV
Terms of Delivery	FOR CBPP Stores, Kalol, ONGC.
Delivery Period	14 weeks from the Date of PO/NoA
Inspection of Material	At CBPP Stores Kalol by I/c-QAD, ONGC Ahmedabad or his representative. The supplier must offer the material for inspection to inspection authority under intimation to order placing authority well in advance (at least 10 days prior to last date of delivery) under intimation to order placing authority. I/c-QAD shall provide copy of QCC, to supplier immediately after inspection.
Terms of Payment	100% against GRV As per standard terms and condition of the ONGC (Refer Clause 9 of GCC at Annexure-II)
Earnest Money Deposit/Bid Bond/Bid Security	Not applicable (OEM/OES Case)
Security Deposit/Performance Bank Guarantee	Not applicable (OEM/OES Case)
Liquidated Damages (LD)	Not applicable (OEM/OES Case)

Correspondence Address	Office of GM(Mech), Supply Chain Management Department, IRS Compound, Chandkheda, ONGC Ahmedabad, GJ-380005 Contact Person: Masood Adil, Mob No.: 9909048670 Email ID: adil_masood@ongc.co.in Alternate contact officer: Ms. Abhinanda Patel Mob. No. 7633998127, Email ID: patel_abhinanda@ongc.co.in
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ORGANISATION OF THE BIDDING DOCUMENTS

This Bidding Document consists of the following Annexures:

ANNEXURE - I	Instruction for submission of bid
Appendix-1	Best Price undertaking
Appendix-2	Price Bid Format
Appendix-3	Bank Details and Other Details
ANNEXURE - II	General Terms and Conditions
ANNEXURE - III	High Sea Sales
Appendix-1	High Sea Sales Agreement
ANNEXURE - IV	Technical Specifications and Quantity

1. The tender will be governed by the "Instruction for submission of bid" at Annexure - I, "General Terms and Conditions" at Annexure - II, "Technical Specifications and Quantity" at Annexure - IV.
2. The bidders to submit power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.

The digital signature should be of the same signatory who signs the bid, i.e. who is duly authorized to sign the bid. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder as per Power of attorney / Authorization letter submitted along with the bid.

The bid and all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 before bid is uploaded. DSC of Class 3 category issued by a licensed Certifying Authority (CA) needs to be obtained for e-filing on the e-Tendering Portal.

3. Bidder to upload all Appendices duly filled and signed along with the bid.
4. Place of submission of tender / original Documents: Bidders must submit their bid only through GePNIC-CPPP (<https://etenders.gov.in>)
5. The Prevailing GST laws will be taken in to consideration at the time of signing of contract/placement of order.
6. ONGC reserves the right to reject the tender received without assigning of any reason & shall have right to accept the tender in part or whole as deemed fit.

Tender Issuing Officer
ONGC, Ahmedabad Asset

Instruction for submission of bid

1. **The Bidding document is not transferable. ONGC intends to directly deal with the OEM and place purchase order on the OEM only.** If for any reason OEM does not wish to submit its offer directly, the OEM may please indicate the reason for same. ONGC is open for discussion on terms and conditions of this tender document with the OEM directly so that the procurement is successfully executed on mutually agreed terms.

2. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3. Indian Bidders must quote firm FOR destination price by rail or road, as per the Price Schedule attached with the bid document. Bidders should quote firm prices in Indian rupee only. Prices quoted in any other currency shall not be considered

4. Payment of GST on supply of Goods and /or Services as applicable on the closing date of tender will be to SUPPLIER's / Contractor's account.

In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government or Public Body which becomes effective after the date of tender closing, but within the contractual delivery/completion period, any variation in the value of supply order / contract due to any increase / decrease in the rate of taxes/duties on supply of goods and/or services will be to the account of ONGC. Any claim or reduction on account of any increase / decrease in the rate of taxes/duties on supply of goods and/or services shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

The bidder(s) will indicate separately in their bid the HSN code of Material, applicable GST Rate and amount of GST on supply of goods and/or services, as applicable at bidding stage. Wherever the scope of supply involves rendering of services like installation / commissioning, training, AMC etc. along with supply of goods/materials and the value of the same has been sought separately, then the bidder should quote separate break-up for cost of goods and/or services and accordingly quote GST on the cost of goods and/or services as applicable.

In case, the above information subsequently proves wrong, incorrect or misleading:-

- a) ONGC will have no liability to reimburse the difference in the GST, if the finally assessed amount is on the higher side.
- b) ONGC will have the right to recover the difference in case the rate of GST finally assessed is on the lower side.

Any increase in the rate of taxes & duties on supply of goods and / or services to ONGC or introduction of any new taxes/duties/levy by the Govt. of India or State Government(s) or Public Body, during extended period of the contract / supply order will be to SUPPLIER's / Contractor's account where such an extension in delivery of the material / completion of the project is due to the delay attributable to the SUPPLIER/ Contractor. However, any decrease the rate of taxes and duties on supply of goods and/or services to ONGC during extended period of the contract/ supply order will be to the account of ONGC.

5. **CONCESSIONS PERMISSIBLE UNDER STATUTES**

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under GST legislations, failing which it

will have to bear extra cost where bidder does not avail exemptions/concessional rate of GST. ONGC will not take responsibility towards this. However, wherever required and applicable, ONGC shall provide the necessary documents as required under the notification (s) for the bidders to obtain such concessions.

Bidders must also consider benefits of input tax credit under the GST legislations, as amended from time to time on Input goods/Capital goods / Input Services, while quoting the prices.

Necessary compliances/Invoices/documents, for enabling ONGC to avail Input tax credit benefits under GST legislation (Not applicable for bidder under composition levy of the GST legislation).

Further, the Bidders shall provide all the necessary compliances / invoice/documents for enabling ONGC to avail Input tax credit benefits, in respect of the payments of GST which are payable against the contract (if awarded). The Supplier should provide tax invoice issued under GST legislations.

The Bidders should upload the details of the invoices raised on ONGC on the GST Network within the prescribed time limits and undertake to adhere to all other compliances under the GST regulations/ legislations.

In case any credit, refund or other benefit is denied or delayed to ONGC due to any non-compliance of GST legislation by the bidder such as failure to upload the details of the supply on the GSTN portal, failure to pay GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents/ information by the bidder, the bidder would reimburse the loss to ONGC and/ or ONGC may recover the same, but not limited to, the tax loss, interest and penalty.

6. The bidder will have to bear all Income-tax liability; both corporate and personal tax.
7. ONGC is entitled to increase or decrease the quantities against any/all the items of the tender. ONGC can also add any new item or delete any existing items

8.0 CONCESSIONAL RATE OF GST ON SUPPLY OF GOODS

- 8.1 In terms of Notification No.3/2017-GST Legislations dated 28.06.2017 and amended vide Notification No. 08/2022 dated 13.07.2022 and 11/2025-IGST(R) dated 17.09.2025 (as amended from time to time), domestic supply of the items specified in List attached in the Notification No. 3/2017 dated 28.06.2017 would attract concessional rate of GST @18%, subject to conditions specified therein.

If the standard/merit-rate of GST on the specified goods itself is 18% or lower, then such lower rate of GST would apply directly i.e. without invoking Notification No. 3/2017-IGST(R).

However, the above provisions are subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

- 8.2 Also in terms of Sl. No. 403 of Notification No. 50/2017-cus dated 30.06.2017, imports of raw materials and components, falling under First Schedule to the Customs Tariff Act, 1975 for manufacturing in bond of goods for supplies to offshore oil exploration and offshore oil exploitation, are exempted from payment of whole of the duty of customs leviable thereon.

However, this is subject to change as per government guideline and the provisions ruling at the time of opening of bid (price bid in case of 2 bid system) will be applicable.

8.3 As the above statutory provisions are frequently reviewed by the Govt., the bidders are advised to check the latest position in their own interest and ONGC will not bear any responsibilities for any incorrect assessment of the statutory levies by any bidder.

9. Bidder can submit the bid through e-mail also, which should be followed up with the physical bid, duly signed, within 15 days

10. The Bid shall be valid for acceptance for the period as specified in NIT/RFQ and shall not be withdrawn or modified on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

11. The original copy of the Bid is to be submitted in a sealed cover. The cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of Purchaser's office, as indicated in Invitation for Bids. In case the bid is received early, the same may be opened as and when received.

12. The Bidder, in each tender, will have to give a certificate in its offer, that the terms and conditions (Annexure I and II), as laid down in this bidding document are acceptable to it in toto.

BEST PRICE UNDERTAKING

(To be provided on by OEM in original with signature of authorized signatory)

(Tender No: - D12MS26001)

We hereby certify that the prices being quoted by us (OEM) against this tender for the specific part numbers are not more than what we charge to other customers for that specific part number.

In case we provide the item to a different customer at a lower price, the appropriate discount should be passed on to ONGC at a later stage (either at the time when the item is being sold to the other customer or adjusted against the price for the next purchase of an item by ONGC from us).

Authorised Signatory of the OEM

Place...

Date...

PRICE BID FORMAT

Bidder's Name: _____
Tender No: **D12MS26001**

Bidder's offer No: _____
Currency: **INR**

Due Date: _____
Delivery Period: _____
Validity of offer: **90 Days**

S. No	Description of Material/Services	HS N Code	Quantity	UOM	Rate per unit (Excluding GST)	Total (Excluding GST)	GST rate (%)	GST amount	Total (including GST)
(a)	(b)	(c)	(d)	(e)	(f)	(g)= (d*f)	(h)	(i)=(g)*(h)/100	(j)=(g+i)
1	ÖLFLEX® FD 855 CP 12G1,5		100	Meter					
2	ÖLFLEX® FD 855 CP 25G1,5		100	Meter					
3	ÖLFLEX® FD 855 CP 2X1,5		200	Meter					
4	ÖLFLEX® FD 855 CP 36G1,5		200	Meter					
5	ÖLFLEX® FD 855 CP 3G1,5		300	Meter					
6	ÖLFLEX® FD 855 CP 7G1,5		100	Meter					
7	ETHERLINE® TORSION P CAT5 AWM 2X2XAWG22		100	Meter					
8	ÖLFLEX® CLASSIC 400 P 4X1		100	Meter					
9	ÖLFLEX® FD 855 CP 5G1		100	Meter					
10	ÖLFLEX® FD 855 CP 4G0,75		100	Meter					
11	ÖLFLEX® FD 855 CP 5G1,5		200	Meter					
12	ÖLFLEX® FD 855 CP 2X1		300	Meter					
13	UNITRONIC® BUS CAN FD P 2X2X0,5		100	Meter					
Total									
Packing and Forwarding Charges			1	EA					
Freight up to Ultimate Consignee (CBPP Stores, Kalol)			1	EA					
Insurance			1	EA					
Total FOR Destination Value (In figures and Words)									

In words, RupeesOnly.

Note

It is confirmed that above prices shall remain firm & valid throughout the delivery period and not subject to any variation on any account.

- Bidder must quote strictly as per price format F.O.R. ONGC, CBPP Stores, Kalol basis giving all the detail required in price format.
- Rates should be given according to the unit and no other alternative will be considered.
- If the information required in the price format are not given or not filled up in the manner as stated above, such bids may not be considered.
- The price format must be signed by the authorized signatory of the bidder.
- Freight & Insurance Charges shall be paid as per actual against documentary evidence limited to the quote of the bidder.
- GST Registration Number of Bidder:.....

7. Supply of material shall in no case be of a date of manufacture older than one year from the date of its dispatch.
8. HSN code of quoted items should be indicated in above Price Format.

Authorised Signatory of bidders
Signature with Seal

Place...

Date...

BANK DETAILS AND OTHER DETAILS

1	Name & Complete Address of the Supplier / Contractor as per Bank records	
2	Name & Complete Address of the Bank with Branch details	
3	Type of Bank account (Current / Savings/Cash Credit)	
4	Bank Account Number (indicate 'Core Bank Account Number', if any)	
5	IFSC / NEFTCode (11 digit code) / MICR code, as applicable, alongwith a cancelled cheque leaf	
6	Permanent Account Number (PAN) under Income Tax Act	
7	GST Registration Number	
8	E-mail address of the vendor / authorized official (for receiving the updates on status of payments)	
9	Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the "Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)". If yes, specify the category of Micro, Small or Medium Enterprises and whether the enterprise is in manufacturing or service industry, alongwith valid documentary evidence.	

For receiving payment through NEFT / RTGS, the bank/branch in which the bidder is having account and intends to have the payment should be either an NEFT enabled bank or SBI branch with core banking facility.

Authorised Signatory of bidder

Place: _____

Date: _____

General Terms and Conditions**1. WARRANTIES AND GUARANTEES :**

SUPPLIER shall fully warrant that all the Spares/Items supplied under the ORDER shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, Materials and Workmanship). In case of supply of finished item/ material, the finished item/ material shall in no case be of a date of manufacture older than one year from the date of its shipment/despatch.

Should any defects be noticed in design, material and/or workmanship within 12 months after the goods, or any portion thereof, as the case may be, have been delivered to the final destination indicated in the contract or for 18 months after the date of shipment from the port of loading in the source country, whichever periods conclude earlier unless specified otherwise in the special conditions of contract, ONGC shall inform SUPPLIER and SUPPLIER shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and /or arrange rectification/ replacement/ modification of the defective equipment at site without any cost to ONGC within a reasonable period. However, supplier shall not be liable for the labour or any other costs involved in removal or reinstallation of the goods. If the SUPPLIER fails to take proper corrective action to repair/replace defects/defective parts satisfactorily within a reasonable period, then the cost of the said goods as per purchase order would be reimbursed to ONGC within a reasonable time.

In case defects are of such nature that spares/items shall have to be taken to SUPPLIER's works for rectification etc., SUPPLIER shall take the spares/items at his costs after giving necessary undertaking or security as may be required by ONGC. All risks in transit to and fro and all expenses on account of to and fro freight, insurance, customs clearance, transportation and handling, port charges and customs duty etc. shall be borne by the SUPPLIER.

Spare parts/Items thereof replaced shall have further warranty for a period of 12 months from the date of acceptance.

PERFORMANCE GUARANTEE: SUPPLIER shall guarantee that the "performance of the MATERIAL" supplied under the order shall be strictly in conformity with the specifications and shall perform the duties specified under the ORDER.

2. REJECTION:

If ONGC finds that the goods supplied are not in accordance with the specification and other conditions stated in the order or are received in damaged condition (of which matters ONGC will be the sole judge), ONGC shall be entitled to reject the whole of the goods or the part, as the case may be, and intimate within 14 days from the date of receipt at site/store house as per terms of Contract to the SUPPLIER the rejection without prejudice to ONGC other rights and remedies to recover from the SUPPLIER any loss which the ONGC may be put to.

The goods shall be removed by the SUPPLIER and if not removed within 14 days of the date of communication of the rejection, ONGC will be entitled to dispose-of the same on account and at the risk of the SUPPLIER.

3. INSPECTION OF MATERIAL :

The inspection of material will be carried out by the authority specified in the purchase order. The material will be accepted only after the same has been found satisfactory after

inspection and duly marked and sealed by the inspecting authority.

Unless otherwise specifically authorised by ONGC in writing, the contractor shall not ship or despatch for shipment under the contract entered into, any material which has not been properly inspected/tested, marked and sealed, and/or analysed as herein contemplated and in respect of which a certificate of quality has not been issued or signed by the Inspectors.

For false calls for inspection and for the cases where material is rejected on inspection, the SUPPLIER will bear the actual cost of inspection incurred/suffered by ONGC.

Place of inspections specified in supply order will not be changed without written confirmation from Purchase Authority.

Supplies in part (s) can be offered for inspection only if it is a condition of the contract failing which the SUPPLIER shall bear the actual cost of inspection incurred/suffered by ONGC

The SUPPLIER shall give at least 10 days advance notice to inspection authority in case inspection is to be carried out at the supplier's premises.

If Contractor requests for second inspection of materials on the ground that the materials originally inspected and accepted have been disposed of the same shall be inspected on merit of the case but at Contractor's cost.

4. SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS

4.1 If ONGC finds that material supplied are not of the correct quality or not according to specifications required or otherwise not satisfactory owing to any reason of which ONGC will be the sole judge, ONGC will be entitled to reject materials, cancel the contract.

4.2 Rejected goods should be removed and replaced within 14 days of the date of communication of rejection.

5 INTER-CHANGEABILITY OF PARTS :

5.1 If against any item it becomes necessary to supply spare parts other than specified, the SUPPLIER shall be required to give the following certificate to the Purchaser before arranging supply of spare parts bearing different part numbers. If there is any obvious typographical or clerical error in the part number and/or description of any item, the SUPPLIER will supply the correct part. The aforesaid certificate should be supplied in such cases also. The SUPPLIER will furnish this certificate in either case, to the paying authority. No formal amendment is necessary in such cases.

"The changed part numbers are exact replacement of parts ordered and are suitable for and will fit in the machines and the existing fittings for which they are intended."

5.2 If, however the substitute spare part (s) is not a bare replacement of the part originally ordered and involves a purchase of other items in addition, as would be the case when a kit, is offered instead of one small item (s) forming part of the kit, the supply of the kit, would be subject to the following conditions:

(a) The supply of the kit will be accompanied with a certificate that the manufacturer have definitely stopped supply of the spare parts but are supplying only a kit.

(b) The spares will not be supplied as kit unless prior acceptance of the same has been obtained from the purchaser.

(c) In case the supply of the kit involves any change in the price and if so, the revised price would be stated for scrutiny and incorporation of the same in the supply order, if found acceptable.

5.3 Provided further, that if any part numbers are declared by the Purchaser to be unsuitable to the machines for which they have been supplied within 30 days from the date of arrival of the stores at site, the SUPPLIER will take them back at their own cost and expenses.

6. SHORTAGE :

Claim in respect of shortages, if any, shall be preferred on the SUPPLIER within thirty days from the date of receipt of materials by the Port/Ultimate consignee which shall be replaced/made good by the SUPPLIER at his own cost.

7. PACKING & MARKING :

The SUPPLIER shall consign the materials in worthy packing conforming to the prescribed standards in force to withstand journey and ensuring the safety of cargo en-route and also arrival of materials at ultimate destination in good condition. The consignment shall be comprehensively insured against all risks by the SUPPLIER in case of FOR destination contracts from SUPPLIER'S ware-house to ultimate consignee's ware-house basis and each case/packing shall have on its outer side the following marking in English in indelible ink:

- (a) Supply Order No. and date
- (b) Name of SUPPLIER.
- (c) Case number (running number upon total number of boxes).
- (d) Gross and net weight in Kilogram on each box.
- (e) Dimension of packages
- (f) Consignee
- (g) TOP/DON'T TURNOVER/HANDLE WITH CARE
- (h) The equipment which cannot be packed shall bear metal Tags with above marking indicated thereon. Each box shall Contain one copy of packing list in English.

7.1 In case of hazardous chemicals / materials the bidder will provide material safety data sheets along with quotation and also while dispatching the materials. The bidder will also provide special hazard identification symbols / markings on each packing of hazardous chemicals.

8. PAYMENT OF GST ON SUPPLY OF GOODS:

'GST legislations' means any or all of the following legislations as may be applicable to the Bidder and ONGC:

- the Central Goods & Services Tax Act, 2017;
- the Integrated Goods & Services Act, 2017;
- the Union Territory Goods & Services Tax Act, 2017;
- the Goods & Services Tax (Compensation to States) Act, 2017;
- the respective State Goods & Service Tax Acts'

- the Customs Act and the Customs Tariff Act

Payment of GST (on supply of Goods as applicable on the closing date of tender) will be to SUPPLIER's / Contractor's account.

In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government or Public Body which becomes effective after the date of tender closing, but within the contractual delivery/completion period, any variation in the value of supply order / contract due to any increase / decrease in the rate of taxes/duties on supply of goods will be to the account of ONGC. Any claim or reduction on account of any increase / decrease in the rate of taxes/duties on supply of goods shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

Any increase in the rate of taxes & duties on supply of goods to ONGC or introduction of any new taxes/duties/levy by the Govt. of India or State Government(s) or Public Body, during extended period of the contract / supply order will be to SUPPLIER's / Contractor's account where such an extension in delivery of the material / completion of the project is due to the delay attributable to the SUPPLIER/ Contractor. However, any decrease the rate of taxes and duties on supply of goods to ONGC during extended period of the contract/ supply order will be to the account of ONGC.

8.1 SUPPLIER shall provide all the necessary compliances / Invoice / documents for enabling ONGC to avail Input tax credit benefits, in respect of the payments of GST which are payable against the contract. The SUPPLIER should provide tax invoice issued under GST legislations read with the GST (Tax Invoice, Credit and Debit Notes) Rules for the Goods. Payment towards GST shall be released by ONGC only against appropriate document i.e. tax invoice for availing Input tax credit (as applicable).(Not applicable for the bidder who are under composition levy)

The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- (i) Name, Address and the GSTIN (under the relevant Tax Rules) of the SUPPLIER
- (ii) Name and Address and GSTIN of the Purchaser (Address of ONGC)

- (iii) Description, Classification and Value of goods, the tax rates and the amount of applicable tax (i.e. CGST, IGST, SGST/UTGST and cess).

- (iv) HSN or SAC of goods

- (v) Supplier should mention the Place of Supply in its invoice as per GST legislations

Note: Supplier who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice which will have GSTIN of supplier as well as ONGC.

8.2 Any claim or reduction on account of change in the rate of taxes and duties on the supply of goods to ONGC shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

8.3 **CONCESSION PERMISSIBLE UNDER STATUTES**

The supplier/Contractor must take cognizance of all concessions permissible under the statutes including the benefit under GST legislations, failing which he will have to bear extra cost where SUPPLIER/Contractor does not avail concessional rates of GST under GST legislations. ONGC does not take any responsibility towards this. However, wherever required and applicable, ONGC shall provide the necessary documents as required under the notification (s) for the bidders to obtain such concessions.

9 TERMS OF PAYMENTS

9.1 The terms of payment shall be as stipulated in main body of the purchase order. ONGC shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS).

A. Payment against Direct Delivery at ONGC stores:

The payment against clear (undisputed) bills/invoices submitted by the vendor will be made by ONGC through Electronic Payment Mechanism, within 10 calendar days from the date of submission of bills/invoices complete in all respects.

The original invoice should accompany the following documents/details:

- a) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in APPENDIX-3 (i.e. 'Instruction for submission of bid') of bid document.
- b) Mobile No. (Optional).
- c) Tax Invoice (Original and duplicate) issued under relevant GST legislations/rules indicating rates and amount of various taxes/ duties shown separately, etc. Supplier should ensure that the GST registration number indicated in the Tax Invoice is same as GST Registration number submitted to ONGC at the time of bidding.
- d) Proof of delivery in case of direct / door delivery (i.e. GCN/LR/Delivery Challan, duly acknowledged by the consignee, for receipt of material in good condition)
- e) QCC or TPI (as applicable) Report for satisfactory inspection, wherever pre-despatch inspection is applicable.
- f) Warranty/ Guarantee Certificate.
- g) Any other document specifically mentioned in the Purchase Order, or supporting documents in respect of other claims (if any), permissible under the Purchase Order.
- h) e-mail ID.
- i) Copy of the e-way bill / e-way bill number (EBN) (Wherever applicable)

Note :

- i) Bidder who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice which will have GSTIN of supplier as well as ONGC.
- ii) In case of purchase of goods from GST Registered Supplier/transporter or as per e-way bill rules, on FOR destination basis, e-Way bill shall be generated by the supplier. However, in case of purchases from Unregistered Supplier, ONGC would generate e-Way Bill.

9.2. Invoices alongwith supporting documents can be

submitted/uploaded **through VIMS Portal (<https://vims.ongc.co.in/>)**, which is the preferred mode of submission of Invoice. Invoice (PDF digitally signed with class II/ III signature) and supporting documents can be uploaded in VIMS Portal by logging-in with the help of Vendor Code.

However, in case supplier/contractor is not able to submit/upload the Invoice through VIMS portal as mentioned above, Invoice alongwith supporting documents can also be submitted/uploaded in the following way:-

1. **EMAIL channel:** Invoice (PDF digitally signed with class II/ III signature) and supporting documents can be submitted by sending these documents to a designated email-id: ap_invoices[at]ongc[dot]co[dot]in.

2. Deleted

Ten (10) digit PO or Contract number should be clearly mentioned in the invoice. For submitting the invoices through VIMS Portal and Email channel, following must be ensured:

- i) Invoices should be system generated and no hand written invoices shall be allowed.
- ii) Invoice should be e-invoice in terms of GST Law or the digitally signed invoice only.
- iii) Invoices need to be scanned at a minimum of 300 dpi, preferably in color.
- iv) Invoices should be in PDF format only.
- v) For invoices, file name should be kept as "INVxxxxxxx.pdf" (INV must be prefixed for correct categorization of invoice and differentiation from supporting document).
- vi) A regular format must be maintained in which invoices are being submitted in ONGC.
- vii) Invoices should be digitally signed with Class - II /III Digital Certificate issued by any licensed CAs.
- viii) In case, Email channel is being followed, separate mail should be sent for each invoice.

Note: Invoices submitted for payment should be e-invoice in terms of GST Law or the digitally signed invoice only. No physical invoice shall be accepted for payment.

10 CORPORATE TAXES:

10.1 The SUPPLIER shall bear all direct taxes, levied or imposed on the SUPPLIER under the laws of India, as in force from time to time.

The SUPPLIER shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by the CORPORATION for discharging any of its responsibilities under such laws in relation to or arising out of the SUPPLY ORDER.

10.2 Tax (TDS) shall be deducted at source by ONGC from all sums due to an Indian tax resident Contractor in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

10.3 As per the provisions of Section 206AA of Indian Income Tax Act, 1961, any person entitled to receive any sum or income or amount, on which TDS is deductible under the provisions of the Act is required to furnish his Permanent Account Number (PAN) to the person responsible for deducting tax at source failing which TDS shall be deducted at higher of (i) the rate specified under the relevant provisions of the Act (ii) the rate of tax in force i.e., the rate prescribed by the relevant Finance Act (iii) 20%.

In case the sums payable to the SUPPLIER are subject to TDS and the SUPPLIER does not furnish its PAN, CORPORATION shall deduct tax at source at the applicable rate of TDS as prescribed by the Act or by the relevant Finance Act or the rate prescribed by section 206AA (which is presently 20%), whichever is higher.

10.4 Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by the CORPORATION along with consideration for procurement of goods/materials/equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to the CORPORATION within the statutory time limit.

Payment towards applicable TCS u/s 206C (1H) of Income Tax Act,1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

a. TCS is applicable on supply of goods invoiced to ONGC as total sales/gross receipts/turnover of the supplier during the financial year immediately preceding the relevant financial year exceed Rs. 10 crore;

b. The aggregate value of consideration for goods sold to ONGC during the relevant financial year exceeds Rs. 50 Lakh and TCS has been charged on consideration in excess of Rs. 50 lakh;

TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date; and

d. TCS certificate in prescribed Form would be issued to ONGC within the statutory time limit.

TCS amount charged by Vendor on the last bill of the supply order will be released only after submission of TCS certificate or TCS challan by Vendor to ONGC.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (1H) of Income tax Act, 1961.

10.5 For the lapses, if any, on the part of the SUPPLIER and consequential penal action taken by the Income Tax department, the CORPORATION shall not take any responsibility whether financial or otherwise.

11. **APPLICABLE LAW AND JURISDICTION**

The supply order, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed. ie.....(work centre to indicate the location)

Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

12. **INTEGRITY PACT (applicable for cases above Rs 1 Crores):**

The Integrity pact, duly signed by the authorized official of ONGC and the Contractor, will form part of this contract / supply order.

ANNEXURE III

High Sea Sales (If Applicable):

1. The procurement of specified goods under Sl. No. 404 of N/N 50/2017-Customs dated 30.06.2017 (As amended), on payment of concessional rate of Custom Duty (BCD-Nil, IGST-5%) for petroleum operations can also be availed for the goods which are not imported directly by ONGC but through an Indian Supplier on High Sea sales basis who imports the goods from his Foreign Suppliers provided statutory government guidelines are followed (i.e. condition of customs notification and procedure of High Sea Sale).
2. Orders on High Sea Sales basis shall be placed only on such domestic firms who are the OES (Original Equipment Supplier) or the subsidiaries / Joint Venture companies / Authorised Dealers / Distributors / stockists of OEM.
3. The Indian Supplier should arrange for despatch of goods from the foreign Supplier, freight paid, through his freight forwarder and duly insured (Marine Transit Insurance) on warehouse-to-warehouse basis, all included in the CIF (Indian Port) cost, which will be indicated in the supply order.
4. The freight forwarder/supplier should inform the concerned port consignee and the MM department about the despatch and arrival of cargo.
5. Immediately on shipment of the material from the foreign port, the Indian supplier should send to the concerned MM department, the original High Sea Sales agreement (as per the format enclosed at Appendix 1 to Annexure-III of this tender document), duly signed by the Indian supplier on the date after the cargo is despatched (and well before it crosses the Indian customs barrier). The Indian supplier should also endorse the Bill of Lading/ Air Way Bill in the name of ONGC when the material is in transit/ on High Seas.
6. Indian supplier should also simultaneously; send a copy of the non-negotiable set of the documents referred in 46.8 below, to concerned MM and finance sections.
7. Indian supplier must ensure that the freight forwarder provides a non-negotiable copy each of AWB/Bill of Lading, Invoice of foreign supplier and detailed packing list of the foreign supplier, to the Port Consignee, well before the arrival of cargo at the port of discharge
8. ONGC will sign the original High Sea Sales agreement so received from the Indian supplier, on a date after the cargo is despatched but before it crosses the Indian customs barrier and send the same to ONGC T&S section.
9. The Indian supplier should also forward, without delay, the following negotiable set of documents through bank for payment by the concerned finance department:
 - a. Original invoice of the foreign supplier either on Ex-works or FOB or C&F Value, raised on the Indian supplier.
 - b. Original invoice of the Indian supplier raised on ONGC.
 - c. Negotiable copy of the Bill of Lading/ Air Way Bill duly endorsed in the name of ONGC.
 - d. Letter in duplicate by Indian supplier on their letterhead addressed to customs/ octroi agreeing for sale of goods to ONGC on high sea sales basis.
 - e. Importer-Exporter Code of the Indian Supplier
 - f. Detailed packing list of the foreign supplier, relating to Bill of Lading/AWB referred at (c) above.

10. The supplier should ensure that various formalities as stated above and the documents as stated above are forwarded in time to ensure release of documents from the bank without any delay so as to avoid demurrage. In case of unavoidable delays on the part of the Indian supplier, the Indian supplier must instruct his freight forwarder to issue the delivery order to T&S, ONGC without insisting for the negotiable set of documents. Any demurrage / penalties on account of delays by the Indian supplier in forwarding negotiable set of documents duly endorsed in the name of ONGC shall be borne by the Indian Supplier.

High Sea Sales Agreement
(On Non judicial Stamp paper of appropriate value)

Agreement No. _____

Dated: _____

Subject:

This agreement between _____ having its registered office at _____ (hereinafter referred to as "Seller") on ONE PART

And

Oil and Natural Gas Corporation Limited, having its registered at 124, Connaught Circus, Jeevan Bharti Building, Tower-II, New Delhi (hereinafter referred to as "Buyer") on the OTHER PART.

Whereas the Seller has made an offer to the Buyer for sale of _____, vide quotation No. _____ dated _____

Whereas, the Buyer has accepted the above mentioned offer of the Seller and accordingly placed purchase order No. _____ dated _____ .

Whereas the Seller in his above mentioned quotation has offered to sell the goods to the Buyer on 'High Sea Sales' basis and the Buyer has accepted the terms of High Sea Sales.

Now this agreement witnessed as follows:

1. Name and Address of Buyer : ONGC
Address of the work centre.
2. Description of Goods.
3. Quantity.
4. Name of foreign Supplier / Source of Supply
5. Name of freight forwarder / Ship / Vessel / flight
6. Bill of lading No. and date / Master AWB No. / House AWB No. and date.
7. Port / Airport of Despatch
8. Consideration/ Payment to Indian Supplier.
9. Invoice No. and date
10. Consignee Port
11. Country of origin
12. Customs duty (To be paid by the buyer directly to Customs Authority wherever applicable, otherwise Nil against EC for the material meant for PEL/ML areas)

13. Taxes / Govt. levies: No Sales Tax shall be charged or levied as the goods are being sold and delivered to the buyer on High Sea Sales basis. This sale is considered to have been completed on handing over of the endorsed Bill of lading /AWB and the invoice and material accepted by ONGC. Title of the goods stands transferred to the buyer on handing over of the BL / AWB and invoice duly endorsed in favour of the buyer when the goods are on High Sea.

14. Insurance: Seller to submit Marine Transit Insurance policy with due endorsement in favour of ONGC at the time of sale, along with transfer of rights of subrogation in favour of ONGC.

15. Clearance of goods: The sale being a high sea sale, the buyer would make his own arrangement for Custom clearance at Consignee Port/ Airport. Customs handling and clearance charges will be to the account of buyer.

16. Payment: As per PO No. _____

17. The Buyer undertakes to forward the Exchange control copy of the Bill of entry, under which they would clear the goods, to the seller after getting the same duly authenticated by the Customs Authorities.

18. IEC Code of the buyer is _____.

Above mentioned Parties entered into a contract on High Sea Sales basis for the goods specified above subject to terms and Conditions mentioned above and herein under:

1. On the basis of PO placed by Buyer for the goods specified herein on the _____ seller, the Seller has placed Order No. _____ dated _____ on M/s_____ (Name of Foreign supplier) which is sea freighted / air freighted as per schedule furnished above. The seller has agreed to the sale and the Buyer has agreed to purchase the Consignment on High Sea Sales Basis for the amount specified above.

2. Based on the PO No._____ dated _____(ONGC order No. and date), the payment terms committed by the buyer, the seller hereby transfers the title of the goods to the Buyer through this contract.

3. Customs duties, Port charges, Insurance, demurrage , wharfage and other incidentals etc. shall be as per clause____of the PO No._____dated_____ (ONGC order No. and date).

4. All other Taxes and applicable duties shall be as per PO No._____dated_____ (ONGC order No. and date).

5. High Sea Sales shall be subject to Force majeure.

6. The Buyer undertakes to forward the Exchange control copy of the Bill of entry, under which they would clear the goods, to the seller after getting the same duly authenticated by the Customs Authorities.

7. Any amendment and supplements to this contract are valid only if they are agreed to by both the parties in writing and signed by the authorised representatives of both the parties.

8. The High Sea Sales contract signed by both the parties to this contract would be irrevocable until all such acts as specified herein have been completed.

IN WITNESS WHEREOF the Seller and the buyer hereto have set their respective hands on the date mentioned above.

BUYER : ONGC

SELLER: Name of the Indian Supplier.

For the Buyer.

For the Seller.

Witness.

Witness.

TECHNICAL SPECIFICATIONS AND QUANTITY

Sl. No	Item Details	OEM Part Number	OEM	UoM	Qty.
1	ÖLFLEX® FD 855 CP 12G1,5	0027653	LAPP	Meter	100
2	ÖLFLEX® FD 855 CP 25G1,5	0027656			100
3	ÖLFLEX® FD 855 CP 2X1,5	0027649			200
4	ÖLFLEX® FD 855 CP 36G1,5	0027659			200
5	ÖLFLEX® FD 855 CP 3G1,5	0027650			300
6	ÖLFLEX® FD 855 CP 7G1,5	0027652			100
7	ETHERLINE® TORSION P CAT5 AWM 2X2XAWG22	2170888			100
8	ÖLFLEX® CLASSIC 400 P 4X1	1312904			100
9	ÖLFLEX® FD 855 CP 5G1	0027638			100
10	ÖLFLEX® FD 855 CP 4G0,75	0027622			100
11	ÖLFLEX® FD 855 CP 5G1,5	0027651			200
12	ÖLFLEX® FD 855 CP 2X1	0027635			300
13	UNITRONIC® BUS CAN FD P 2X2X0,5	2170279			100