



PMC Cell – MM

Oil and Natural Gas Corporation Ltd

Corporate Materials Management

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No: MAT/PMC/13(18)/2020

Dated: 09.05.2020

Sub: Payment of invoices submitted through mail under the exceptional situation of Lockdown due to COVID-19.

EC, in its 9th Special meeting held on 30.04.2020 deliberated the issue of contractual requirement of physical invoices and other documents under the exceptional situation of Lockdown due to COVID-19 and noted that in order to facilitate payment to vendors and minimise the risk of spread of COVID-19, there is need to dispense with the requirement to submit physical document for release of payment till lock down due to COVID-19. However Vendor would be required to submit original Invoices till digital / e- invoice becomes acceptable as per GST Act and also for submission to Banks for Forex Payment.

Following guidelines in this respect are to be followed:

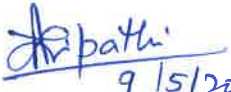
1. This guideline for processing payment on digitally signed (class-3) invoices/ scanned copy of originally signed invoices and document will be applicable till the lockdown conditions exists.
2. These guidelines are applicable for the cases where duly digitally signed (class-3) invoice/scanned copy of originally signed invoice are sent by the vendors along with all requisite documents and an indemnity cum undertaking in the attached format (for submitting the original set of document within 7 days of opening of lock down), through their official/registered email address as indicated in the undertaking, to process the payment, to the ONGC mail of Indentor/MM. The format of Indemnity cum Undertaking is enclosed at Annexure-1. In case of materials, such documents if received in MM, MM will be forward the same to Pre Audit officer.
3. On receipt of digitally signed (Class-3) invoice or scanned copy of originally signed invoice, Indentor / Pre audit officer will check regarding the completeness of the documents required, based on actual material / services received for which such invoice have been raised, the availability of Indemnity cum Undertaking as mentioned above and contractual provisions, will generate the tracking number. Indentor thereafter will prepare service entry sheet (SES) as applicable in the ICE system for the full amount of services received.

4. Subsequently, Service receiver/indenter to certify the amount for payment to be released (considering the Services received and also receipt of Indemnity cum Undertaking to ensure submission of original invoices within 7 days of opening of lock down) on the digitally signed invoice/scanned copy and send to respective Pre-Audit Officer along with all the requisite documents,(if physically not possible then through SAP/ONGC web mail) along with SES number and certification regarding satisfactory receipt of services and pass for payment, with subject as 'Payment without originally signed Invoice under COVID' with copy to I/c Finance. Since for material invoices documents are directly received in Finance, Pre Audit section can process such invoice based on GRV made in ICE system and in consultaion with concerned MM.
5. In normal course, wherever possible tracking number is to be generated by the designated person or Indentor/MM. Wherever it is not possible due to present situation of lockdown, Pre-Audit Officer to generate tracking number for the invoice for which payment is being processed. Authorisation in IMS to this effect have already been provided to Pre Audit Officer.
6. Pre Audit executive to prepare & release LIV of the SES/ GRV document for full amount and deduct TDS as per IT Act & GST as applicable. Pre-Audit Section shall also verify the Vendor GL for any other deduction and pass the invoice for payment to the extent mentioned by service receiver/indentor.
7. Pre-Audit executive after final release to send such vouchers and other required document to cash & bank officer or to Forex cell as the case may be either physically or scan copies through SAP/ONGC web mail certifying the amount to be released along with the documents number/s. Cash & bank section/ Forex Cell after releasing the payment has to keep such vouchers separately for future reference and regularization after the lockdown period is over.
8. Indentor/MM to ensure that all the original invoices along with requisite documents as per the contract is submitted by Vendor within 7 days of opening of lock down and send the same to Pre-Audit officer. Indenter while forwarding original invoices along with requisite documents to Pre-Audit officer shall also certify the invoices indicating full amount, amount already paid and the balance payable amount, if any and corresponding SES no./Voucher no. of the invoice.
9. Pre-Audit officer to process for payment of balance payable amount and send the same to Cash & Bank officer mentioning the original LIV number so that the earlier processed voucher can be linked for record keeping. However, payment will be made for the balance payable amount of the invoice only if the original invoice along with the requisite documents are found in order.

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10. In case Vendor do not submit the original invoice along with requisite documents as assured in the Indemnity cum undertaking submitted (Annexure-1), balance payment of such invoice shall not be released and additionally, next invoice due for payment to the vendor will also be kept in abeyance to the extent payment made against digitally signed/ scanned copy of invoice. Indentor/Concerned MM shall monitor submission of original invoice/documents in all such cases and follow up with the vendor for the same and also keep BG submitted by Vendors on hold till receipt of original invoice from the vendors.
11. The guideline is not applicable towards payment for material (Capital, Stores, Spares) against foreign L.C/indigenous LSC. However, where material is already received in ONGC and GRV is raised, payment will be made against digitally signed (class 3) invoices/scanned copy of originally signed invoices and other requisite documents as per Purchase order in consultation with MM. Balance payable amount, if any will be released on receipt of original invoices.

Above directives should be meticulously followed by all concerned.


9/5/2020
(A. P. Tripathi)
ED-Chief MM Services

Distribution: (Through ONGC's intranet website 'reports.ongc.co.in').

All concerned may download the circular from the site. Hard copies are not distributed separately.

Copy through e-mail to:

1. EO to CMD, ONGC, New Delhi.
2. CEA to Director(T&FS) / Director (Offshore) / Director (HR) / Director (Exploration)/Director (Onshore) / Director (Finance), ONGC, New Delhi.
3. CVO, ONGC, New Delhi.

Indemnity cum Undertaking

To,

(Insert name / designation of the relevant Contract / Purchase Order / Work order dealing officer)

Oil and Natural Gas Corporation Ltd,
(Address of concerned ONGC Office)

Subject: One-time Indemnity cum Undertaking to Oil and Natural Gas Corporation Limited (ONGC) for execution of payments on the basis of Scanned Invoice received through e-mail due to BCP (Business Continuity Plan) situation in our organisation/ company on account of spread of Novel Coronavirus (COVID- 19)

1. We (insert name of the company) ("Vendor" / "Contractor"), having our registered office at (insert address)- Vendor No. (insert vendor no.) have entered into Contract No. / Purchase Order No (enter contract / purchase order no. / work order no.) with ONGC.

2. In view of the emerging BCP (Business Continuity Plan) like situation at our end due to COVID-19, it may not be possible for us to handover duly signed/authenticated Invoices / supporting Documents (as per our existing Contract clause)

3. In relation to the above, we hereby request and duly authorize ONGC to accept the digitally signed/ scanned copy of originally signed invoices and documents signed by the employees/authorised signatories mentioned below, as and when requested, by an electronic /email communication.

4. Within seven (7) days from resumption of normal communication / courier services which is at present not operating due to lock down announced by GOI , we shall ratify all such scanned documents given to you by providing the physical original signed Invoice / supporting documents by the respective employees/ authorised signatories,

5. In case of any default in submission of document as mentioned at point no 4, We authorize ONGC to recover the amount paid against digitally signed invoice/ scanned copy of invoice and any other cost/ losses incurred by ONGC, from invoice of immediately succeeding month or if there is no such invoice pending then from Bank Guarantee submitted by us against this contract or any other contract with ONGC.

6. We confirm, agree and acknowledge that the ONGC is duly authorised to act on electronic instructions given or purportedly given from the following email addresses, notwithstanding that ONGC has not received the physical original signed Invoice/Supporting Documents :



<i>S/N</i>	<i>Name and Designation of Employee/ Authorised signatory to send scanned copies to ONGC via email during this BCP situation (COVID- 19)</i>	<i>Email ID</i>	<i>Telephone number</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			

7. We are fully aware of the risks that may be involved in connection with e-mail instructions and that ONGC will not be in a position to identify any risk including but not limited to interception or frauds or error. Nothing herein is deemed to impose any duty or obligation on ONGC to inquire or verify the authenticity, validity or source of any e-mail instructions and such instruction shall be conclusively presumed to be duly authorized.

8. ONGC shall act upon such instructions, in such time and such manner, as may be operationally feasible and we shall not hold ONGC liable for any delay or loss arising thereto. We herewith indemnify ONGC and hold harmless ONGC from any negligence or breach of duty or otherwise for any direct, indirect or consequential loss or damage (whether foreseeable or not) or for costs, loss of profits, demands or expenses on account of extending this facility to us as interim measure due to spread of COVID- 19.

9. Based on the above we hereby confirm that ONGC shall be fully empowered and within its authority, powers and limits to accept and act upon such instructions.

10. We understand, agree and acknowledge that ONGC can withdraw the aforesaid facility as it may deem fit at any time as it is a temporary service only and we shall unconditionally be bound by the same. We understand that ONGC has the discretion to decide on each transaction before the same can be processed (acted upon) in ONGC

11. We will send the email request at the following email ID of ONGC:

[insert email id of technical / indenting / MM officer of ONGC to whom the invoices / documents are to be sent]

<i>For [insert name of Vendor/ Contractor]</i>	<i>For [insert name of Vendor/ Contractor]</i>
<i>Authorised signatory</i>	<i>Authorised signatory</i>
<i>Name:</i>	<i>Name:</i>
<i>Designation:</i>	<i>Designation:</i>



