

Oil and Natural Gas Corporation Ltd

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Circular No. 41/2023-cum-IMMM Amendment No. MM/92/2023, BL Amendment No. 01/141

No. DLI/CORP-MM/PMC/13(88)/2023/1125336

Dated: 07.06.2023

Shipping arrangements in respect of ocean transportation of cargoes Sub:

Reference is invited to Provisions under Para 20.4 of IMMM, wherein inter-alia provisions related to shipping arrangement in respect of purchase orders for import have been specified.

In this context, Empowered Committee (constituted as per decision taken by EPC in its meeting 01/2023) in its meeting held on 11.04.2023, has deliberated on the above provisions and subsequent to the approval of Director - I/c MM, relevant provisions of IMMM and Standard Booklets/tender conditions stand modified as per attached Annexures-1, 2 & 3 mentioned below:

Annexure-1 Para 20.4 of Integrated MM Manual	
Annexure-2	Standard Booklet ONGC/MM/01 for Procurement of Goods (ICB)
Annexure-3	Standard Tender document for Procurement of OEM Spares (ICB)

Above guidelines should be meticulously followed by all concerned.

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<u>Distribution:</u> (Through ONGC's intranet website 'reports.ongc.co.in').

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

Annexure-1

Existing vis-à-vis modified provisions of Integrated MM Manual

Para No.	Existing Provisions	Modified Provisions	Remark
20.4	Shipping order placement	Shipping order placement	
20.4.1	For ICB/ LICB tenders, MM Department will directly place the orders on CFR basis. In case the order is to be placed on CIF basis due to any reason, insurance cover should be on warehouse to warehouse basis and should be valid up to 90 days from the date of discharge of the cargo at port/airport. For orders not on CIF basis, marine insurance of imported cargo and insurance during the transit upto warehouse of ultimate consignee shall be arranged by concerned T&S office of ONGC.	For ICB/ LICB tenders, MM Department will directly place the orders on CFR basis. In case the order is to be placed on CIF basis due to any reason, insurance cover should be on warehouse to warehouse basis and should be valid up to 90 days from the date of discharge of the cargo at port/airport. For orders not on CIF basis, marine insurance of imported cargo and insurance during the transit upto warehouse of ultimate consignee shall be arranged by concerned T&S office of ONGC.	Underlined portion modified/added in modified provision.
	In case of Import of goods against single tenders from OEM/OES, PAC, nomination basis, freight rates along with complete contact details of the authorised freight forwarder of M/s SCI for shipment from the respective port of shipment shall be obtained from the authorised persons nominated by M/s Shipping Corporation of India, as per Appendix-3 of Circular No. 20 dated 13.04.2016 as amended from time to time. In case freight charges quoted by SCI are lower than the quoted freight by the vendor, then order will be placed on FOB basis. Otherwise, order will be placed on CFR basis. However approval on nomination basis shall be required for arranging shipment through SCI.	In case of Import of goods against single tenders from OEM/OES, PAC, nomination basis, freight rates along with complete contact details of the respective authorised freight forwarder of M/s. SCI and M/s. Balmer Lawrie & Co. Ltd. for shipment from the respective port of shipment shall be obtained from the authorised persons nominated by M/s Shipping Corporation of India (as per Appendix-3 of Circular No. 20 dated 13.04.2016 as amended from time to time) and M/s. Balmer Lawrie (as per Appendix-1 of Circular No.41/2023 as amended from time to time) respectively through e-mail only. In case freight charges quoted (through mail) by SCI and/or Balmer Lawrie are lower than the freight quoted by the vendor, then order will be placed on FOB basis and shipment shall be finalised through SCI or Balmer Lawrie	Camble -

Para No.	Existing Provisions	Modified Provisions	Remark
		whosoever has quoted lowest freight charges. Otherwise, order will be placed on CFR basis.	
		SCI and Balmer Lawrie shall be given 7 days' time to quote freight rates, however workcentres may keep lesser/more time depending upon the case, wherever required.	
20.4.2	When freight is finalised with SCI, the amount of freight payable with break up, if any, may be indicated separately in PO along with SCI Ref. No. for correct and timely payment of freight by T&S. Copy of correspondence made with SCI will be sent to T&S along with the PO.	When freight is finalised with SCI/Balmer Lawrie as the case may be, the amount of freight payable with break up, if any, may be indicated separately in PO along with SCI/Balmer Lawrie Ref. No. for correct and timely payment of freight by T&S. Copy of correspondence made with SCI/Balmer Lawrie will be sent to T&S along with the PO.	Underlined portion modified.
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Annexure-2

Statement showing existing vis-à-vis modified provisions of Standard Booklet ONGC/MM/01 for Procurement of Goods (ICB)

Clause No.	Existing Provisions	Modified Provisions	Remark
30.2 of Annexure-Il- General Terms and Conditions	SHIPPING CLAUSE FOR GENERAL LINER CARGOES IMPORTS FROM ABROAD TO INDIA.	SHIPPING CLAUSE FOR GENERAL LINER CARGOES IMPORTS FROM ABROAD TO INDIA.	No change
	A. FOB CONTRACTS for imports from Abroad. Shipping arrangements will be made by Shipping Corporation of India(complete address) through their Forwarding Agents/Nominees(name and complete address along with contact numbers to be indicated) to whom adequate notice about the readiness of each consignment should be given by the sellers from time to time at least six weeks in advance of the required position, for finalising the shipping arrangements. The Bills of Lading should be drawn so as to show: Shippers: The Government of India Shipping Corporation of India, Oil & Natural Gas Corporation Ltd., Mumbai/Calcutta/Chennai (as the case may be)	A. FOB CONTRACTS for imports from Abroad. Shipping arrangements will be made by Shipping Corporation of India/Balmer Lawrie & Co. Ltd. (as the case may be) (complete address) through their Forwarding Agents/Nominees (name and complete address along with contact numbers to be indicated) to whom adequate notice about the readiness of each consignment should be given by the sellers from time to time at least six weeks in advance of the required position, for finalising the shipping arrangements. The Bills of Lading should be drawn so as to show: Shippers: Suppliers concerned Consignee: The Government of India, Port Consignee: Oil & Natural Gas Corporation Ltd., Mumbai/Calcutta/Chennai (as	Underlined portion modified.
	Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Corporation of India after the shipment of each is effected.	the case may be) Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Corporation of India/Balmer Lawrie & Co. Ltd.(as the case may be) after the shipment of each is effected.	lambia

(B) CFR/TURNKEY SHIPMENTS.	(B) CFR/TURNKEY SHIPMENTS.	Underlined portion modified.
Entire Shipping arrangements will be made by Supplier.	Entire Shipping arrangements will be made by Supplier.	
The Bill of lading should be drawn to indicate the `Shipper' and 'Consignee' as under:	The Bill of lading should be drawn to indicate the `Shipper' and 'Consignee' as under:	
SHIPPER :The CFR/TURNKEY Suppliers concerned.	SHIPPER :The CFR/TURNKEY Suppliers concerned.	
CONSIGNEE: The Government of India, Oil & Natural Gas Corporation Limited, Mumbai/Calcutta/Chennai (as the case may be).	CONSIGNEE: The Government of India, Port Consignee: Oil & Natural Gas Corporation Limited, Mumbai/Calcutta/Chennai (as the case may be).	
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Annexure-3

Statement showing existing vis-à-vis modified provisions of Standard Tender document for Procurement of OEM Spares (ICB)

Clause No.	Existing Provisions	Modified Provisions	Remark
22.2 of Annexure-Il- General Terms and Conditions	SHIPPING CLAUSE FOR GENERAL LINER CARGOES IMPORTS FROM ABROAD TO INDIA.	SHIPPING CLAUSE FOR GENERAL LINER CARGOES IMPORTS FROM ABROAD TO INDIA.	No change
	A. FOB CONTRACTS Shipping arrangements will be made by Shipping Corporation of India(complete address) through their Forwarding Agents/Nominees(name and complete address along with contact numbers to be indicated) to whom adequate notice about the readiness of each consignment should be given by the sellers from time to time at least six weeks (or as specified in PO) in advance of the required position, for finalising the shipping arrangements.	A. FOB CONTRACTS Shipping arrangements will be made by Shipping Corporation of India/Balmer Lawrie & Co. Ltd. (as the case may be) (complete address) through their Forwarding Agents/Nominees (name and complete address along with contact numbers to be indicated) to whom adequate notice about the readiness of each consignment should be given by the sellers from time to time at least six weeks (or as specified in PO) in advance of the required position, for finalising the shipping arrangements.	Underlined portion modified.
	The Bills of Lading should be drawn so as to show: Shippers: Suppliers concerned. Consignee: The Government of India. PORT CONSIGNEE: Oil & Natural Gas Corporation Ltd Mumbai/Calcutta/Chennai (as the case may be) Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Corporation of India after the shipment of each is effected.	The Bills of Lading should be drawn so as to show: Shippers: Suppliers concerned. Consignee: The Government of India. PORT CONSIGNEE: Oil & Natural Gas Corporation Ltd Mumbai/Calcutta/Chennai (as the case may be) Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Corporation of India/Balmer Lawrie & Co. Ltd.(as the case may be) after the shipment of each is effected.	Sarpla.

Contact Details of M/s. Balmer Lawrie & Co. Ltd.

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