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SPECIAL CONDITIONS OF CONTRACT

1.0 General

- 1.1 ONGC owns and operates number of offshore platforms located on west coast of India. The platforms are operating in the Mumbai high field. With the ageing of field, condition of existing platform, bridges have deteriorated. ONGC intends to carry out the refurbishment /replacement of existing bridges in offshore location at its MH asset. Contractor has to plan execution of entire scope of work accordingly to complete the project within schedule completion date of the Contract.
- 1.2 Special conditions of Contract shall be read in conjunction with the General Conditions of Contract, Technical specifications, scope of work, Drawings and other documents forming part of this contract wherever the context requires. In case of conflict / discrepancy / ambiguity with clauses given in the Special Conditions of Contract (SCC) and General Conditions of Contract (GCC), the clauses of SCC will override those of GCC.
- 1.3 Wherever it is stated anywhere in this Tender document that such a supply is to be affected and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the CONTRACTOR at his own cost, unless a different intention of specifically and expressly stated herein or otherwise explicit from the context.
- 1.4 No fuel, water and power shall be provided by the ONGC during construction, pre-commissioning, commissioning. CONTRACTOR shall make his own arrangements for these items at his own cost.
- 1.5 All temporary and ancillary works including enabling works connected with the work shall be the responsibility of the CONTRACTOR and the price quoted by them for work shall be deemed to have included the cost of such work.
- 1.6 The Schedule of Rates (SOR) shall be read in conjunction with Special Conditions of Contract, General Conditions of Contract, Technical Specifications, Scope of Work and any other Document forming a part of this contract. All items of work in the Schedule of Rates shall be carried out as per the Specifications, Drawings and instructions of ONGC and the Rates are inclusive of onshore/offshore transport, materials, consumables, labour, supervision, tools and tackles, personnel as well as preparatory, incidental, intermediate/ auxiliary/ ancillary or enabling works under CONTRACTOR's scope of work/supply.
- 1.7 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the CONTRACTOR. Proper co-ordination with other agencies will be CONTRACTOR's responsibility. In case of any dispute, the decision of ONGC shall be final and binding on the CONTRACTOR. CONTRACTOR to refer the Interface Matrix attached elsewhere in the tender documents.
- 1.8 The approval from any authority required as per statutory rules and regulations of Central/ State Government shall be the CONTRACTOR's responsibility unless otherwise specified in the tender document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the CONTRACTOR with the signature of owner.

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- 1.9 Procurement of the Navigation systems' frequency licenses shall remain the responsibility of the CONTRACTOR. A copy of such licenses shall be supplied prior to the mobilization of any positioning system. The licenses shall remain valid for the duration of works.
- 1.10 Contractor shall prepare material and equipment requisition lists indicating the names of all vendors (from suggested vendor list) proposed to be issued with an RFQ and showing the description, quantities or number required, designation of use, size, catalogue or identification number, mill report, etc. along with Vendor's published literature or any other information which will provide a clear and thorough understanding of the items to be purchased for the facilities, construction, installation and operation requirements as defined in this Bid package.. When purchase requisition refers to a specification for detail, Contractor shall make certain that this specification (purchase specification) has been approved by the Company. Company has an unconditional option/right to approve / reject individual vendors for equipments / items which are in the firm scope of bidder's Work. The Contractor shall call the preferred vendor and arrange discussions with the Company in a satisfactory manner to the Company's Representative before final approval.

2.0 Completion Period

The scheduled completion date for works pertaining to all facilities described in the bidding documents shall be **12 months** from the date of Notification of Award. In case offshore execution period enters into monsoon period (16th May to 15th Oct - both days inclusive.) due to which the contractor is not able to work due to unfavorable weather, the execution period shall be counted by excluding monsoon period without application of liquidated damages. However, except time extension no other cost, if any (e.g. demob/mob etc.) will be payable.

Bidder shall develop a detailed project schedule to accomplish above completion date and submit it along with his offer.

3.0 Deployment of Marine Spread

- 3.1 During the course of execution of work at offshore, Contractor shall be required to deploy marine spreads having accommodation for minimum 60 special personnel to complete the project within schedule completion date of the Contract.
- 3.2 During execution of work, while working on a particular complex, work boat/barge may require to be relocated within platforms of same process complex or may require to change the face on the same platform, if need arises, to meet the operational requirements.
- 3.3 The Workboat/Barge shall be equipped with a marine pedestal revolving crane with minimum 5 Ton SWL to transfer material to & from supply boat and spider deck of the platform.
- 3.4 The workboat (s)/Barge (s) should have separate room with air conditioning facilities for the storage of the specified paints.

4.0 Weather Conditions

- 4.1 Contractor shall monitor the weather and operate the marine spread within its operational parameters. In case of cyclone forecast/ warning, Contractor shall immediately communicate about the same to Company along with suitable actions being taken for ensuring safety of Manpower, their Barge(s)/Vessel(s) and field installations/ facilities.

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- 4.2 Contractor shall take immediate action and communicate to the subcontractor(s)/Barge(s)/vessel(s) operating under the contract and ensure that the Barge(s)/Vessel(s) clear out of ONGC fields area and move to safe location at nearby port anchorage and keep Company updated continuously about location of barge(s)/vessel(s) along with safety of manpower till such emergency situation ceases and normal operations are restored.
- 4.3 In such situations, Company's decision shall be final and binding.
- 4.4 The same shall be dealt in accordance with GCC clause 7.5 (Force Majeure).

5.0 Audit of Barges/Vessels

- 5.1 Company will carry out Audit of proposed marine spread before their deployment to field. The indicative check list for the audit is attached at C-9 and C-10. This is in addition to requirements as per clause 10.8 of GCC.
- 5.2 Company will also carry out periodical audits of marine spread deployment at offshore during execution of Project.
- 5.3 While is Contractor advised to mobilize all offshore vessel/ barges complying with latest DGS guidelines for execution of complete SOW against instant tender, he may, with prior approval of ONGC, comply with lifeboats requirement in phased manner as per the timelines tabulated below.

Year-wise deployment of total offshore construction vessels meeting DG Shipping circular 20/2022 compliance	% of total number of Installation barge, Pipe-lay barge (PLB), Accommodation work barge (AWB) mobilized, as minimum aggregate at any given time period, at Offshore
Till 15.05.2026	40%
Till 15.05.2027	70%
Beyond 15.05.2027	100%

- 5.4 Contractor to ensure that those vessels, not complying with latest DGS guidelines wrt lifeboats, shall be equipped with life rafts on each side, providing an aggregate capacity that is at least 150% of the total number of persons on board.
- 5.5 Contractor to ensure that an evacuation plan is in place for all personnel on-board non-compliant vessels.

6.0 Maintenance Painting

- 6.1 Paint applicator must have MOU with paint manufacturer (listed in suggested vendor list) that paint manufacturer will stand joint guarantor for the painting, without any qualifications, when painting is carried out by this paint applicator.
- 6.2 Representative of paint manufacturer need to be available continuously during maintenance painting at each platform.
- 6.3 For painting of the Flare Platforms, SOP shall be worked out by the applicator.

7.0 Security Regulations

- 7.1 The personnel to be mobilized by the CONTRACTOR for the work shall:
- Be medically fit to work in offshore environment.

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- Possess good conduct and discipline.
- Have cotton working dress, safety shoes, helmets, hand gloves, safety goggles, etc.

7.2 The CONTRACTOR shall observe and strictly abide by fire and safety rules of ONGC and shall:

- Maintain adequate first –aid facilities for their employees at site
- Supply of sufficient safety kits and liveries to their employees deployed for the work on onshore terminal
- Provide identification card for their employees deployed for the work

7.3 Persons to be deputed under contract for working at offshore vessels/barges must have undergone training on:

- Helicopter under – water Escape Training (HUET)
- Survival at sea and safety.
- First-aid.
- Firefighting and fire prevention.
- Handling of hazardous chemicals as applicable.

7.4 List of authorized training institutes is as follows -

- Naval maritime Academy (NAMAC), Mumbai
- Lal bahadur shastri college of Advanced maritime studies & Research, Mumbai
- Survival System India, Mumbai
- Any other institute having valid approval of D.G. shipping, Mumbai
- Cost of all such trainings shall be borne by the contractor.

7.5 It shall be the responsibility of the Contractor to ensure full compliance of the following security provisions.

- To obtain duty passes for all the personnel well in advance from the Security Section of ONGC after providing the prescribed Declaration Forms in respect of each person.
- To ensure that none of the personnel carry any match box, lighter, cameras nor do any photography in /around or any of ONGC's installations / facilities projects. Photography on or around work locations is completely prohibited.
- To ensure that all personnel display the non-employee duty passes issued by the Security Section of ONGC on work.
- To ensure that all the personnel engaged by them abide by the security and discipline Rules prescribed from time to time by the Security Section of ONGC.
- The employees / workers deputed by the contractor shall be medically fit, more than 18 years of age to perform the work and shall pass good conduct and discipline.
- Contractor has to deploy the personnel with no past criminal record. Also, the contractor has to provide police verification reports for the persons deployed by him as per

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requirement from ONGC. In case of any adverse report, the same is to be replaced immediately.

- To comply with any directive as may be prescribed/ given by ONGC from time to time in respect of security matters.
- The Contractor agrees, at its own cost, to comply with the provisions of all laws including all labour laws, rules, regulations and notifications issued there under, whether Central or State or local, if applicable to him and to the Contract labours employed by him or to this CONTRACT, from time to time and shall submit documentary evidence in this regard to the entire satisfaction of ONGC. Payment will be released only after Contractor submits necessary documentary evidence of having discharged all statutory obligations pertaining to the Contract.
- Any statutory or otherwise increase in the minimum wages and resultant increase in the payment of Provident Fund, ESI, Bonus, Leave with Wages etc. if applicable to the establishment of the Contractor and to labours engaged by him as well as to this Contract from time to time, shall be paid by the Contractor. The ONGC shall not be liable to pay increase in the payment of wages and resultant increase in the payment of Provident Fund, ESI, Bonus, Leave with Wages, etc. to the Contractor and his labours on any grounds whatsoever.
- The contractor shall comply with all safety & security rules and regulations, other rules and standard operating procedures laid down by ONGC for its operation in offshore. It shall be the duty/responsibility of the contractor to ensure the compliance of all fire, safety, security and other operational rules and regulations by his workers/personnel/supervisor, etc.

7.6 Before deploying the said personnel, the CONTRACTOR shall furnish complete bio-data including qualifications, experience, etc. along with the proficiency certificate / trade certificate for supervisors / skilled workers, to be deputed by him for aforesaid job on offshore vessels/barges.

7.7 It is the responsibility of the CONTRACTOR to use equipment that are meant for hazardous areas in the onshore terminals. In view of this, the following are the essential requirements:

- Welding generators with spark arrestor and safe starting system
- Check valves on welding torch as well as on gas cylinder
- Flame and explosives proof board, switches, plugs, light holders and other electrical fittings
- All cables used shall be armoured without joints.

7.8 CONTRACTOR to note that all modifications, installations, assembly etc. shall be carried out on operational terminals. CONTRACTOR shall obtain necessary work permits before commencement of any work. The CONTRACTOR should familiarize himself with the permit system used on the onshore terminal during his visit.

7.9 CONTRACTOR has to arrange sufficient provision of utility air Hot / cold work permit will be issued by the HSE manager. There may be some interruption in carrying out hot jobs for safety reasons for which no time and cost compensation will be made.

8.0 Safety Regulations

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- 8.1 CONTRACTOR shall comply with the provision of all laws including labour laws (payment of minimum wages act, PC Act etc.) rules, regulations and Notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by ONGC shall be applicable in the performance of his CONTRACT and CONTRACTOR shall abide by these laws.
- 8.2 The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situation.
- 8.3 One safety officer shall be stationed on-board each of the workboats/ barge deployed by the contractor all the time for supervision of entire operation. In case the contractor is performing the preparatory work/ work, on more than one platforms of the same complex simultaneously with same work boat/barge, safety officer shall be stationed exclusively on each such platforms.
- 8.4 Contractor should make available following items over and above other tool/tackles and consumables required to compete the Scope of Work at each platform where painting work is in progress:
- (i) Crane
 - (ii) Firefighting facilities for safe operation
 - (iii) Air compressors
 - (iv) DG Sets
 - (v) Water
 - (vi) Fuel
- 8.5 PPEs/ Kits & Liveries
- 8.5.1 Provisioning
- a) It shall be the sole responsibility of the contractor to provide the following core PPE items to his personnel before commencement of the work as per frequency specified in SOW:
- (i) Ready Made cotton overall
 - (ii) Fire retardant overall
 - (iii) Industrial Safety Shoes
 - (iv) Safety Helmet
 - (v) Clear safety goggles
 - (vi) Ear muff
 - (vii) Ear plug (reusable)
 - (viii) Hand Gloves (for drilling and work-over operation impact resistant gloves to be used) and Work Specific PPE / Kits & Livery items shall also be provided by the contractor before commencement of the Work

b) The Core PPE for contractual workers shall be of same specification (minimum), which are applicable to ONGC employees, except the colour of overall shall be other than orange and preferably maroon with Company's logo / Name of the Company.

c) PPE/ KITCARD shall be maintained for each contract worker in following format:

Safety Items & Kit Card Format

S. No	Particulars				Details/Remarks		
1.	Name of Contractor/Agency/Supplier						
2.	Contract Details						
3.	Contract Period						
4.	No of Contract Labour deployed						
5.	Safety items/Kit Card to be issued						
Sl. No	Name of contract Labour	Kits & Liveries / PPE issued	Date of Issue	Signature of Contract Labour	Signature of Contractor	Verified by PE / Installation Manager	Remarks
1.							
2.							
3.							

Notes:

1. Safety items/Kits and liveries listed above are indicative and can be modified according to specific work/contract requirement.
2. Technical specifications and norms of the items listed/provided above shall be the same as applicable to regular employees of ONGC, amended or modified from time to time.
3. Queries with regard to PPE/Kits and Liveries shall be referred to ONGC and decision of ONGC in this regard shall be final.
4. An undertaking to be submitted by the Contractor/service provider with the bills that PPE/Kits and Liveries issued in performance of the contract are without any defects and persons deployed complying with safety directives and using the protective equipment's/clothing as per work requirements.

d) The contractor shall be allowed to start the work only after satisfactory outcome of inspection of both registers, i.e the stock register and that maintained for kit cards, which shall be submitted by the contractor after the placement of NOA.

8.5.2 Monitoring

a) Site supervisor of the contractor shall use daily inspection checklists to ensure that all the contractual workers are provided with suitable PPE and the same are being used during the work. During tool box talk, the use of PPE shall be discussed by the contractor supervisors.

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- b) ONGC representative at regular intervals shall jointly check Individual kit cards with Contractor's Supervisor/Safety Officer at site and inspect that necessary PPE / K& L items are being provided and used during the work by contractual personnel.
- c) Installation Manager / Mines Safety Officer/ HSE Manager shall carry out Surprise checks/ Inspection for verifying the availability of suitable core PPE and its usage by contractual workers. Whenever the contractual workers are found working without any of the core PPEs, Installation Manager shall be empowered to stop the work.
- d) Undertaking by the contractor with bills raised for supply of Safety items / Kits and liveries: The contractor shall provide in the following annexure an undertaking with the bills raised by him that he has provided requisite PPE/ K&L to personnel deployed in the Contract for the said period:

Format as Annexure to Undertaking

Name of the Firm/Agency/Contractor:					
Nature of Contract					
Contract details and validity:					
Details of core safety items and other kits and liveries:					
S.No	Articles	Quantity	Locations	Date of issue	Remarks

CERTIFIED THAT:

- I have issued the core safety items and other general kits and liveries to personnel deployed in ONGC, specific to Job/Services as per contract Agreement No.....
- All the core safety items and other general kits and liveries Items are as per standard BIS/ISO norms and have not outlived its shell life and not in damaged/unusable conditions.
- The safety devices and other appliances provided for the protection or personnel deployed shall be of same standard specification adopted and issued by ONGC.
- In case of any discrepancies or irregularities in complying with safety items/devices, then ONGC is entitled to impose penalty/damages upon services provider, as per contract agreement.
- A standard Safety Kit Card as per contract clause No..... is maintained at site for ready reference and inspection by PE/ONGC representatives/Authorities

8.5.3 Actions In case of Non-Compliance:

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- a) A list of PPE items issued by the contractor to the contractual Workers is to be submitted by the contractor to ONGC before commencement of work along with relevant supporting documents related to PPEs provided by the contractor. The same shall be verified by ONGC before giving clearance to start the work. In case the PPEs are not provided by the contractor before the commencement of work, mobilization by the contractor will be considered as incomplete and the LD wherever applicable as per prevailing terms of contract will be imposed.
- b) Whenever the contractual workers are found working without any of the core PPEs, installation Manager shall be empowered to stop the work as below.
- (i) Ask the defaulting worker to leave the site and mark him absent;
 - (ii) Penalty will be Imposed on contractor at the rate of Rs1000/- per person per day for non-use of any of the PPE Items by the contractual personnel:
 - (iii) If the contractor fails to provide suitable replacement of damaged/ unsuitable PPEs to his personnel, contractor shall be asked to stop the work immediately till corrective actions are taken. In such a scenario the completion date of the job will not be extended and ONGC shall not make any payment till the work is kept in suspension due to non-use of PPEs.
- c) In case of repeated violation of non-use of PPEs by the contractual workers for more than three times in onshore operations, the Contractor will permanently remove the defaulters from the site and replace them without delay and at no extra cost to ONGC. Likewise. In case of offshore operations, for repeated violations of non-use of PPEs by the contractual workers for more than three times, ONGC shall ask the concerned contractor to send the defaulters back to base at his own expenses and suitable replacement will be provided without delay and at no extra cost to ONGC.

In any extreme case, if Contractor has failed to start work on the due date only because of non-provision of PPE. ONGC shall review the requirement and on its sole discretion decide to agree to the Contractor request for Issuing PPE to its personnel on cost basis or otherwise. Contractor shall be bound by ONGC decision.

9.0 Change Order Evaluation Methodology

The change order proposals/claims submitted by the Contractor shall be evaluated based on Company's change order costing methodology. Costs on elements like Project Management, Detailed Engineering, Fabrication, Transportation, Installation, Hook Up, Pre-Commissioning, Commissioning, Taxes & Duties etc., as applicable, shall be calculated based on Company's costing methodology as detailed below:

i. Positive Change Order

S. No.	Cost Component	Methodology
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(i)	Material cost	Based on MTO pertaining to the change order verified by TPI/CA / ONGC Rep/ Consultant and Invoices establishing procurement cost of item, duly verified by Company. In case material is delivered ex-works, 4% will be added to arrive at CIF cost. In case of Air freight actual freight cost will be considered based on documentary evidence.
(ii)	Survey	The cost of survey shall be based on the actual no. of man days or barge days as applicable, for survey certified by Company / Company authorized representative. The man day rate of engineers shall be as per the rental rate schedule of contract and the barge day rate shall be as per the Contract price schedule.
(ii)	Project Management	2% of material plus services excluding Project Management cost.
(iii)	Detailed Engineering	The cost of detailed engineering shall be based on the no. of deliverables verified by Company / Company authorized representative and the rates of Engineering deliverables given in the rental rate schedule of contract. In case, due to change order, existing engineering documents are required to be revised and no new deliverables are required to be generated, the cost shall be based fixed 20 % of existing deliverable rates given in the rental rate schedule of contract. The no. of deliverables requiring change shall be verified by Company / Company authorized representative.
(iv)	Fabrication	15% of CIF material cost where onshore / offshore fabrication is involved. For offshore fabrication, barge cost shall not be considered.
(v)	Offshore Transportation (Yard/ Kakinada/ Chennai Port to Offshore)	<ol style="list-style-type: none"> 1. 15% of CIF material cost in case transported from vendor site to Offshore. 2. In case separate cargo vessel/ supply vessel has been exclusively used for offshore transportation, the cost for transportation shall be worked out based on the offshore deployment of vessel, verified and certified by Company / Company authorized representative and the rate for cargo vessel as per contract.
(vi)	Offshore Installation/ hook-up, Pre-Commissioning and Commissioning	<ol style="list-style-type: none"> 1. Where ever marine spread has been used exclusively for Change order then cost for offshore activities shall be calculated based on the barge days as per DPR duly verified by Company / Company authorized representative on board of barge/ vessel and barge day rate as per the contract for the actual marine spread deployed. However, before mobilization, Contractor to ensure optimum use of Marine spread deployed with prior intimation to Company and

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		<p>confirmation by Company.</p> <p>2. In case marine support has been used for the work of change order along with the other works, number of barge days will be worked out by multiplying the ratio of persons used for the change order work divided by total person on board on the day of change order executed duly certified by the Company / Company authorized representative. The man days shall be pro-rated as per usage for change order work.</p> <p>3. Where ever marine support is not required, then this component shall be worked out based on man-hours and equipment deployment duly verified by Company / Company authorized representative and considering rental rates and Man-hours' rates provided in Contract. The consumables shall be verified by Company / Company authorized representative and cost shall be worked out based on purchase orders/Invoices.</p>
(vii)	% fee	As per contract provisions. However, % fee shall not be applicable on cost components. items i.e barge rates, rental rate schedule, design rate schedule etc. where rates are available in the contract.
(viii)	Taxes and Duties	As per actuals. However, input tax credit to be availed by the Contractor and passed on to ONGC.
(ix)	Insurance	As per actuals, if Insurance is taken separately for Change order work. Payment will be made on reimbursement basis.
Notes:		There shall be no separate claim towards as built documentation.

ii. Negative Change Order

S. No.	Cost Component	Methodology
(i)	Materials	<p>1. Cost benefit due to change in material / item only, then only the difference in material cost shall be considered for arriving at the value of change order. The cost shall be calculated based on verified purchase order/ invoice for the installed material and budgetary quote for the replaced material.</p> <p>In case Contractor fails to provide the cost data as sought above, then inhouse cost data will be used.</p> <p>CIF Cost: In case no supporting document is provided by the Contractor, then 4% of ex-works price will be added to arrive at CIF cost</p> <p>2. Negative change order due to deletion of scope/ non execution as per scope.</p>

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		<p>2.1 The cost shall be calculated considering the following:</p> <p>2.1.1 Material cost will be based on the estimated MTO and PO / Invoice of same material where ever available. In case the above documents are not available, Budgetary quote provided by the contractor shall be considered. In case contractor fail to provide cost data as sought above then in-house cost data will be used.</p> <p>2.1.2 Man power/ equipment cost will be based on the estimated man hour and equipment reviewed by Company and the cost will be worked out exactly in the same manner as described above for positive change orders.</p> <p>2.1.3 The cost of detailed engineering shall be based on the no. of deliverables verified by Company/ Company authorized representative and the rates of Engineering deliverables given in the rental rate schedule of contract.</p> <p>In case executing the negative change order becomes the necessity as a result of engineering performed for the scope of work as per the contract, no engineering component will be considered for cost benefit.</p> <p>2.1.4 Taxes as per applicable (as per Contract price schedule).</p>
(ii)	Marine spread	<p>Wherever marine spread is required for that part of original scope which has now been deleted (negative change order) the cost of the same shall be calculated based on:</p> <p>1. Marine spread rates as per contract and time for major works shall be based on average time taken by the Contractor to perform same work under the Contract. However, if the above data is not available, then, time as per Company's in house data is to be used.</p> <p>2. Marine spread rate as per contract and time as certified by Company's project group for minor works (for activities not covered under 1 above).</p>
Notes:		<p>In case Contractor does not provide the datum value for negative change order within 30 days of intimation of de-scoping, ONGC at its own discretion shall withhold an interim amount as deemed fit.</p>

Notes:

1. In case ONGC Chopper and catering services at platform are utilized for positive change order, these shall be provided free of cost.
2. Supporting documents shall be required for all cases except percentage fee.
In case of claims where adequate supporting documents have not been provided, rate reasonability for change order claim shall be established with reference as per in house costing methodology, (wherever available/applicable) for change order claims.
3. The requirement of marine support for execution of change order work shall be indicated at the time of taking ceiling limit approval as per clause 8.1.1.7 of the contract.

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4. Other conditions for change order claims shall be as per contract conditions.
5. For calculating the no. of days at Appendix A-3 –Price Schedule- VIII. Rental Rate Schedule following is defined: 24 hours will be considered as one equipment day and 12 hours will be considered as one-man day. Further any value less than 24 hours or 12 hours, as applicable, the day will be calculated on pro rata basis.

10.0 The proposed jobs are Works Contracts relating to immovable property offshore (beyond 12 nautical miles).

11.0 Delay Analysis Report:

In order to identify project delays during the project execution and take remedial measures to address these delays, Contractor shall carry out project delay/progress analysis, on **quarterly basis** and submit the report to Company. The delay/progress analysis report shall cover the following minimum information:

- (i) Project Activities delayed with respect to Scheduled contract dates, with identification of activities affecting critical path of project.
- (ii) Reasons for the delay
- (iii) Remedial actions required for arresting the delays and to meet project milestone/completion dates.

Activity and time log sheets should be prepared on **monthly basis** as a part of project scheduling for activities that fall on the critical path of project schedule or likely to fall in critical path. These log sheets shall capture the delay, if any, in completion of activities/tasks and also record the reasons for the delay and to whom (whether ONGC or Contractor) such delay is attributed and need to be signed by ONGC /ONGC authorized representatives and Contractor's representatives. The above log sheets shall be used while preparing the Joint Statement.

Project Delay Analysis report based on the above joint statement shall be jointly discussed and signed between Company and Contractor on quarterly basis.

12.0 E-measurement Book: The daily progress of work should be recorded by the contractor and submitted in the e-measurement (e-mb) book portal. After validation by site engineer and approval thereof the document flows to the project manager and thereafter to e-mb database. The e-mb is synchronized with SAP and is enabled for automatic SES creation, payments and real time dashboards and oversights.

Physical measurement books and drawings are discontinued and SOP in regard of e-mb is as under:

- a) All work measurements must be recorded exclusively in the Digital e-MB (<https://e-measurementbook.ongc.co.in/>)
- b) Bills will be processed strictly based on e-MB entries. Bills will not be passed unless the measurement data entry is made in the e-MB.
- c) The system does not allow deletion of documents; however, an edit option will be available for corrections or modifications.
- d) Each e-MB entry will capture the SES number, and SES will capture the corresponding e- MB number.
- e) Site Engineers and Project Managers are required to review, verify, and approve records digitally in e-MB.

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13.0 Liquidated Damages:

Time is the essence of the contract. If the Contractor fails to complete the entire specified Work by the scheduled completion Date as brought out as 6.3.1.1, Company may without prejudice to any other right or remedy available to it as under the Contract or Law:

- i) Recover from the Contractor as ascertained and agreed liquidated damages and not by way of penalty, as under:
 - a) In case of delay in Overall Completion of the project, certain percentage of the Contract price with progressive escalation of percentage as per the table given below, for each week delay occurred or part thereof beyond the scheduled Overall completion date, subject to a maximum of 10% of the total Contract price of the works, even though Company may accept delay in completion of work after expiry of the scheduled completion date.

If before completion of the contract, any part has been ready for use and taken over by the Company pursuant to Clause 5.10, the liquidated and ascertained damages shall for any period thereafter shall be certain percentage of Contract price per week or part thereof for delayed part of the works with progressive escalation of percentage as per the table given below subject to a maximum LD of 10% (ten percent) of the Contract price of the delayed portion of works.

Table: Progressive escalation of percentage of LD

Sr. No.	Project Delay Time Slabs	LD per Week of the contract price of relevant works
a	0 to \leq 10 weeks	0.1%
b	Above 10 to \leq 20 weeks	0.2 %
c	Above 20 to \leq 30 weeks	0.3 %
d	Above 30 weeks	0.4 %

However, for offshore construction projects, rate of LD applicable for monsoon period (from 16th May to 15th October, both days inclusive) shall be 50% (fifty percent) of applicable LD percentage of the corresponding slab per week, for each week of delay occurred or part thereof.

The amount towards Liquidated Damages shall become leviable from the original overall completion date for the project, as per contract or from expiry of the extension, if any, given by Company without levy of LD. Applicable LD amount shall be recovered as under:

- If LD commences when financial progress is less than 80% – progressively from balance due payment on pro rata basis,
- Or
- If LD commences when financial progress is more than 80% – to be recovered fully as and when LD is applicable.

Note:

- Notwithstanding the foregoing, the Maximum Liquidated Damages for (i) a) shall not exceed 10% (ten percent) of the contract price of the works, excluding duties and taxes.
- For the purpose of calculation of LD, contract price of respective items shall be calculated based on weight factors given in Appendix A-3.
- Common items not directly identifiable to the above shall be allocated on prorata basis.

AND/OR

	<p align="center">Bid Package for Bridge Refurbishment & Replacement Project (BRRP)</p>	<p align="center">PART - II</p>
		<p align="center">SCC</p>

ii) Terminate the Contract or a portion or part of the Work thereof. Company shall give 14 days' notice to the contractor of its intention to terminate the Contract and shall so terminate the contract unless during the 14 days' notice period, the Contractor initiates remedial action acceptable to Company.

In case the Contractor is unable to complete the work by the schedule completion date, it may request Company before expiry of the scheduled completion date, to allow further time for performance of the contract indicating its willingness to pay the LD amount as agreed at (i) above. Company may at its discretion allow further time as requested by the Contractor with or without levy of LD.

The parties agree that the amount of LD provided herein is a genuine pre-estimate of the loss/damage which will be suffered on account of delay on the part of the Contractor and the said amount shall be payable on demand without there being any proof of the actual loss or damage caused by such delay / breach.

14.0 DISPOSAL OF OLD AND UNUSABLE SCRAP MATERIAL

- 14.1 Contractor shall dismantle the old unserviceable scrap materials (as per Project Scope of Work) in a planned manner so that the work progress on platform is not affected Contractor to comply with relevant rules, regulations and HSE requirements.
- 14.2 Dismantling of structural scrap items including damaged and corroded structural items needing repair & replacements as per the detailed platform wise scope of work (clause. 5.0, 6.0). Contractor's scope with respect to scrap material is demolition / removal, safe handling, loading on cargo barges / supply vessels, sea fastening, transportation from offshore sites to Nhava/ Pipavav yard and handing over to ONGC at Nhava/ Pipavav yard. Providing of cargo barges / supply boats is within the Contractor's scope of work. All marine spread for dismantling/ transportation of material shall be in EPC Contractor scope. All taxes and duties w.r.t. above scrap material while taking away to scrap shall be borne by the EPC Contractor.