

SPECIAL CONDITIONS OF CONTRACT

1.0 Deployment of Marine Spread:

- 1.1** Contractor shall be required to deploy marine spreads to complete the project within scheduled completion date of the Contract.

Barges may require to be relocated or change the position within the process complex, if need arises, to meet the operational requirements of Company or Company's other contractors / drilling rigs, at no extra cost to Company.

At wellhead platforms during execution of work, the work boat / vessel / barge(s) may require to be relocated or change the position, if need arises, to meet the operational requirements of Company or Company's other contractors / drilling rigs, at no extra cost to Company.

- 1.2** Only those Accommodation Work Barge (s) having minimum eight point mooring or DP2 vessel (s) shall be allowed to be deployed at process platforms, living quarters and water injection platforms.
- 1.3** The Workboats / vessels / Barges shall be equipped with a crane with suitable capacity to transfer material between Workboat / vessel / Barge and platform.
- 1.4** Contractor shall execute the works in a manner which does not interfere or hinder Company's operations or personnel. Contractor shall also make temporary arrangements for alternate access way without any time and cost to Company, if Company's operations and personnel are facing hindrance due to Contractor's activities.

2. Disposal of Old and Unusable Scrap Material:

- 2.1** 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 and barge deck is optimally utilised. Contractor shall make all required arrangements for clearing dismantled materials from the platforms and ensure that the same are not stored on well head platforms and process complexes. Contractor to comply with relevant rules, regulations and HSE requirements.
- 2.2** 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 JNPT/Nhava/ Pipavav yard and handing over to ONGC at JNPT/Nhava/ Pipavav Yard . Providing of cargo barges / supply boats is within the Contractor's scope of work. Contractor shall provide schedule of transportation of scrap material to ONGC to enable ONGC to make necessary arrangements at JNPT/Nhava/ Pipavav Yard . All the loose scrap materials shall be well packed to ensure safe handling and labelled for easy identification at handing over point at JNPT/Nhava/ Pipavav Yard . The scrap material manifest from offshore locations shall be signed / certified by OES appointed CA / TPI and platform (Asset) representative.
- 2.3** The estimated collective quantity of the scrap materials under the project from all platforms is approximately **850 MT** which is indicative. Contractor shall be responsible for safe handling, transportation and handing over of all scrap materials generated during the execution of the project scope of work, at JNPT/Nhava/ Pipavav Yard, within the quoted price.
- 2.4** Contractor to note that the vessel deployment for collecting the scrap from offshore sites and delivering at JNPT/Nhava/ Pipavav .
- shall be in their scope. Contractor to make all arrangements for handing over of the scrap at JNPT/Nhava/ Pipavav Jetty .

. ONGC shall not charge any cost from the Contractor for berthing of their vessel for scrap delivery. However, any port charges and all other charges as applicable shall be on the Contractor's account which will be as per port authorities, i.e., JNPT/Nhava/ Pipavav

All clearances required to bring the vessel to JNPT/Nhava/ Pipavav jetty . will be the Contractor's responsibility. Unloading and transportation to scrap yard at JNPT/Nhava/ Pipavav will be undertaken by ONGC.

Customs charges shall also be borne by ONGC.

The packaging shall be done in such a way that Single scrap load for one lift should not be more than 10 tonnes and should be of suitable dimension as trailers and shore cranes will be deployed for transportation. The Contractor is required to deploy the team of welder and cutter with adequate resources for facilitating the cutting of big size scrap (Over dimensional consignment-ODC). Estimated time of unloading shall be 16-18 hours alongside jetty.

No standby charges will be paid to the Contractor by Company. The Contractor to take note of the above, while quoting

- 2.5 There shall be an official acknowledgement provided by ONGC to the Contractor, in the form of Delivery receipt / challan, once the scrap materials are handed over at JNPT/Nhava/ Pipavav yard .

3. 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, Commissioning, Taxes & Duties etc., as applicable, shall be calculated based on Company's costing methodology as detailed below:

3.1 Positive Change Order

Sl. No.	Cost Component	Methodology
(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)	Project Management	Deleted.
(iii)	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.
(iv)	Detailed Engineering	The cost of detailed engineering shall be based on the no. of deliverables verified by Company / Company authorized representative and the rates

		<p>of Engineering deliverables given in the rental rate schedule of contract.</p> <p>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.</p>
(v)	Fabrication	<p>15% of CIF material cost where onshore / offshore fabrication is involved.</p> <p>For offshore fabrication, barge cost shall not be considered.</p>
(vi)	Offshore transportation (Yard / Mumbai Port to Offshore)	<p>1. 15% of CIF material cost in case transported from vendor site to Offshore.</p> <p>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.</p> <p>However, before mobilization, Contractor to ensure optimum use of Marine spread deployed with prior intimation to Company and confirmation by Company.</p>
(vii)	Offshore installation/ hook-up and commissioning	<p>1. Wherever 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 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 Company / Company authorized</p>

		<p>representative. The mandays shall be pro-rated as per usage for change order work.</p> <p>3. Wherever 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 Manhour 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>
(viii)	% fee	As per contract provisions. However, % fee shall not be applicable on cost components / items wherever rates are available in the contract.
(ix)	Taxes and Duties	As per actuals. However input tax credit to be availed by the Contractor and passed on to ONGC.
(x)	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.

3.2 Negative Change Order

Sl. 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 in-house 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> <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</p>

		<p>ever available. In case the above documents are not available, Budgetary quote provided by the contractor shall be considered.</p> <p>In case contractor fails 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 Deleted.</p> <p>2.1.5 Taxes as applicable (as per Contract price schedule).</p>
2	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>a. 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.</p> <p>However, if the above data is not available, then, time as per Company's in house data is to be used.</p> <p>b. Marine spread rate as per contract and time as certified by Company's project group for minor works (for activities not covered under a. 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.
4. Other conditions for change order claims shall be as per contract conditions.

4. Policy for providing preference to Domestically Manufactured Iron & Steel products (DMI&SP):

Contractor shall comply with Govt. Policy for providing preference to domestically manufactured Iron & Steel products (DMI&SP) issued by Ministry of Steel vide Gazette notification No. CG-DL-E-18122025-268626 dated 17.12.2025 [G.S.R. 904 (E)] and further amendments / notifications.

5. General:

- 5.1 One safety officer shall be stationed on-board each of the workboats / barges deployed by the contractor all the time for supervision of entire operation. In case the contractor is performing the preparatory works / works, on more than one platform of the same complex simultaneously with same work boat / barge, safety officers shall be stationed exclusively on each such platform.

6. Weather Conditions:

Contractor shall monitor the weather and operate the marine spread within the marine spread specific limiting operational parameters. In case of forecasting / warning of emergency situations like Cyclonic conditions / Tsunami, Contractor shall communicate about the same to Company along with suitable actions being taken for ensuring safety of ONGC field installations / facilities and deployed Barge(s) / Vessel(s) / Manpower by the Contractor under the Contract.

Contractor shall take immediate action and communicate to the sub-contractor(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. However, Company's decision in this regard shall be final and binding.

In above situations, Force Majeure clause 7.5 of General Conditions of Contract shall be applicable.

7. Audit of Barges / Vessels

7.1 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.

7.2 Company will also carry out periodical audits of marine spread deployment at offshore during execution of Project.

8. 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.

9. 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.

10. Deleted

11. *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.*

<i>Year-wise % deployment of total offshore construction vessels meeting DG Shipping circular 20/2022 compliance</i>	<i>% 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</i>
<i>Till 15.05.2026</i>	<i>40%</i>
<i>Till 15.05.2027</i>	<i>70%</i>
<i>Beyond 15.05.2027</i>	<i>100%</i>

1. *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.*
2. *Contractor to ensure that an evacuation plan is in place for all personnel on-board non-compliant vessels.*