	<b>Bid Package for PIPELINE REPLACEMENT PROJECT –X (PRP-X)</b>	<b>Part II</b>
		<b>SPECIAL CONDITIONS OF CONTRACT</b>


### **Special Conditions of Contract for PRP-X Project**

#### **1. Free Issue of Line Pipe, Riser and Mother Pipe for Bends:**

- 1.1 Contractor shall be responsible for inspection of free issue materials at respective manufacturer's facilities along with inspection agency deployed by ONGC. Inspection Release Note (IRN) of material shall be jointly signed by TPI appointed by Contractor and ONGC. In case EPCI contract is not awarded by the time of issuing IRN of free issue material, inspection of line pipe shall be carried out by ONGC's TPI however, before taking custody of the line pipe, EPCI Contractor shall carryout necessary inspection as per scope of work and subsequently final IRN will be issued.
- 1.2 Contractor shall take custody of Free issue material at manufacturer's location and all subsequent necessary safe handling, loading, fastening, transportation, and installation and insurance shall be responsibility of the contractor.
- 1.3 After issue of IRN of respective lot of free issue material, contractor shall take possession of the material within 15 days and subsequently arrange for safe handling, transportation and storage of free issue material. Delay beyond 15 days may attract demurrage charges levied by manufacturer for keeping/storage of material (if claimed by manufacturer) shall be payable by EPCI contractor to line pipe manufacturer.
- 1.4 Storage and safe handling of all free issue material shall be responsibility of the contractor.
- 1.5 Contractor shall maintain an interface register related to all interfaces including free issue material production and supply requirement so that all interface related issues is brought to the notice of Company. Contractor shall attend all interface meetings along with their sub-contractors.
- 1.6 Based on schedule of installation of line segment and topside facilities at Platforms, Contractor shall co-ordinate with manufacturer regarding manufacturing sequence of each free issue item. Readiness of first lot line pipe at manufacturer's yard is tentatively scheduled in Sept'25 and readiness of subsequent lots of line pipes considered for laying in season 1 is Oct'25. For pipe line segments envisaged in Season 2, delivery schedule shall be intimated after placement of NOA. However firm dates for readiness of line pipes shall be obtained from line pipe manufacturers (after finalisation of line pipe procurement tender) and shall be conveyed to successful bidder.
- 1.7 Pipe line route corridor survey of 7 Segments of Season-1 is not envisaged in Pre-Engineering survey scope of EPCI contractor. In this regard, route corridor survey for presently laid line pipe of 03 segments (B12-1 to C26 , C26 to C24P1 and SU-SHD) of season-1 shall be provided to successful bidder. Further, as built corridor survey report for presently laid line pipe of 3 segments (MNW-NX , RS15-SHG, IF-SC-1) of season-1 and as built pipeline survey drawing for presently laid line pipe of one segment (RS11-ICP) of season-1 is provided as addendum.

However, the contractor shall complete all remaining pre-engineering surveys during Season-1 for the entire scope of work. This will help determine the exact quantity of line pipe required in Season-2, allowing for its timely free-issue to the contractor for subsequent activities such as coating.

Since input parameters required for firming up line pipe length is being shared with successful bidder, contractor to provide exact length of line pipe segments of season-1 within 15 days from NOA to


	<b>Bid Package for PIPELINE REPLACEMENT PROJECT –X (PRP-X)</b>	<b>Part II SPECIAL CONDITIONS OF CONTRACT</b>
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convey firm quantity of line pipe to the manufacturer.

- 1.8 Contractor shall submit requirement of contingency for free issue material segment wise however efforts shall be made to keep over all contingencies within 5%. In case during installation, requirement of free issue material exceeds the quantity placed in PO, contractor shall intimate the same well in advance to ONGC so that necessary process for procurement of additional material can be initiated without affecting the schedule.
- 1.9 For guarantee and Liability bidder to refer GCC clause No. 6.0 for bidder's scope of work. However, as per SCC Clause no. 1.1 bidder shall also be responsible for quality of Free Issue material.
- 1.10 Bill of Material for free issue material prepared based on preliminary estimate is provided along with this tender. Bidder to highlight any discrepancy and inform ONGC before placement of firm PO by ONGC on the manufacturer.
- 1.11 Refer clause no. 3 below for un-used contingency material and / left out free issue material.

## **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 ONGC's designated yard (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. Contractor shall provide schedule of transportation of scrap material to ONGC to enable ONGC to make necessary arrangements at Nhava/Pipavav yard. All the loose scrap material shall be well packed to ensure safe handling and labelled for easy identification at handing over point at Nhava/Pipavav yard. The scrap material manifest from offshore locations shall be signed / certified by EPEC appointed CA / TPI and platform (Asset) representative. There shall be official acknowledgement provided by ONGC, in the form of Delivery receipt / challan / acknowledgement.
- 2.3 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 Nhava/Pipavav, within the quoted price.
- 2.4 Contractor to make all arrangements for handing over of the scrap at Nhava/Pipavav Jetty. ONGC shall not charge any cost from Contractor for berthing of their vessel for scrap delivery, however any port charges and all other charges as applicable shall be on Contractor's account which will be as per port authorities.
- 2.5 All clearances required to bring the vessel to Nhava/Pipavav jetty will be the Contractor's responsibility. Unloading and transportation to scrap yard at Nhava/Pipavav will be undertaken by ONGC. Customs charges shall also be borne by ONGC.

	<b>Bid Package for PIPELINE REPLACEMENT PROJECT –X (PRP-X)</b>	<b>Part II SPECIAL CONDITIONS OF CONTRACT</b>
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- 2.6 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. 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.
- 2.7 No standby charges will be paid to contractor by Company. The Contractor to take note of the above, while quoting.

### **3. Disposal of Left Out Free-Issued Subsea Line Pipes and Risers:**

- 3.1 Contractor shall identify, segregate, and mark all unused and left out line pipes and risers that were free-issued for the installation scope. These materials shall be clearly demarcated and stored in a manner that does not hinder ongoing or demobilization activities on offshore platforms. The Contractor shall ensure safe and proper stacking on barges/supply vessels, optimizing deck space and adhering to offshore safety standards.
- 3.2 Contractor shall be responsible for the safe handling, loading, sea fastening, and transportation of all left out pipes and risers from the offshore sites to ONGC's designated yard (Within state of Maharashtra/Gujrat, India). Cargo barges/supply boats for this purpose shall be arranged by the Contractor as part of their scope. A schedule for transportation shall be provided to ONGC in advance to facilitate appropriate arrangements at ONGC's designated yard (Within state of Maharashtra / Gujrat, India).
- 3.3 All materials shall be labelled clearly for identification, with accompanying documentation including the material tally, pipe/riser specifications, and certification (if applicable). The material manifest from offshore locations shall be signed and certified by EPEC-appointed CA/TPI
- 3.4 Contractor shall be responsible for ensuring proper handover of the materials ONGC's designated yard (Within state of Maharashtra/Gujrat, India) to ONGC. ONGC shall issue Delivery Receipt / Challan / Acknowledgment upon receiving the materials. The materials shall be handed over in good condition and as per the packing list submitted by the Contractor. Further, contractor shall also be responsible for transportation of free issue material from jetty identified by ONGC (Within state of Maharashtra/Gujrat, India) to storage location identified by ONGC (Within state of Maharashtra/Gujrat, India).
- 3.5 ONGC shall not levy any berthing charges for Contractor's vessel at jetty identified by ONGC (Within state of Maharashtra/Gujrat, India) for material delivery. However, all applicable port charges, regulatory fees, or levies from port authorities (e.g., JNPT) shall be borne by the Contractor. All necessary clearances for vessel entry at port shall also be the responsibility of the Contractor.
- 3.6 Any applicable customs duties or inspections for the left out material shall be managed and borne by ONGC. ONGC shall undertake the unloading of pipes/risers from the vessel at port and ensure their onward transportation to the designated storage yard.
- 3.7 Contractor shall ensure that the materials are bundled or secured in a manner suitable for crane and trailer handling at shore. Each bundle/load shall not exceed 10 tonnes in weight and shall be within dimensional limits to avoid classification as Over Dimensional Consignment (ODC). Contractor shall deploy skilled personnel including riggers, welders, and cutters with adequate resources to ensure proper sizing and packing as needed.

	<b>Bid Package for PIPELINE REPLACEMENT PROJECT –X (PRP-X)</b>	<b>Part II</b>
		<b>SPECIAL CONDITIONS OF CONTRACT</b>


- 3.8 No standby charges shall be admissible for vessel or personnel. Contractor is required to factor in all responsibilities, coordination efforts, port waiting times, and unloading duration (estimated to be 16–18 hours at jetty) while quoting and planning operations.

#### 4. 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:

##### 4.1 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 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.
(v)	Fabrication	15% of CIF material cost where onshore / offshore fabrication is involved.  For offshore fabrication, barge cost shall not be considered.
(vi)	Offshore transportation	1. 15% of CIF material cost in case transported from vendor site to Offshore.

	<b>Bid Package for PIPELINE REPLACEMENT PROJECT –X (PRP-X)</b>	<b>Part II</b>
		<b>SPECIAL CONDITIONS OF CONTRACT</b>


	(Yard/ Mumbai Port to Offshore)	<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 representative. The mandays 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 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.

#### 4.2 Negative Change Order

Sl. No.	Cost Component	Methodology
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	<b>Bid Package for PIPELINE REPLACEMENT PROJECT –X (PRP-X)</b>	<b>Part II</b>
		<b>SPECIAL CONDITIONS OF CONTRACT</b>

(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 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>

	<b>Bid Package for PIPELINE REPLACEMENT PROJECT –X (PRP-X)</b>	<b>Part II</b>
		<b>SPECIAL CONDITIONS OF CONTRACT</b>

		<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 on recoverable / chargeable basis.

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.

**5. Variation of quantity:**

In case of variation of quantities during the execution of the contract for executing the scope of work and if unit rates for such items are available in the contract, then same shall be considered for payment.

Variation of quantity is permissible during the validity of the contract, up to 25% of each line item or the total awarded quantity of the same item.


The delivery/completion period for the additional quantity shall be within the original schedule of contract from the date of variation, or as mutually agreed between ONGC and the Contractor.

This provision shall also apply to additional segments, if company desire so, to be executed under the contract including riser installation, provided the applicable unit rates are available in the contract.

**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.



	<b>Bid Package for PIPELINE REPLACEMENT PROJECT –X (PRP-X)</b>	<b>Part II SPECIAL CONDITIONS OF CONTRACT</b>
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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. SAR (Search and Rescue) related request/ information may be first transmitted to MRCC (Maritime Rescue Coordination Centre) by ships/ vessels/barges/agencies. Further resources deployed by both Company and Contractor for SAR purpose will not be on chargeable basis, by either parties.


11. **Life Saving Appliances:** Contractors should follow OISD standard (OISD-STD-184) regarding the useful life of Life Saving Appliances (LSA) and LSA requirement.

12. **Joint Delay Analysis (JDA):** 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



	<b>Bid Package for PIPELINE REPLACEMENT PROJECT –X (PRP-X)</b>	<b>Part II</b>
		<b>SPECIAL CONDITIONS OF CONTRACT</b>

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.


13. **E-measurement Book:** The daily progress of work should be recorded by the contractor and submitted in the e-measurement book portal.
14. Contractor to comply with ONGC's Marine Operation Manual with document no. ONGC/ Marine Ops/ Rev-4/ Nov 23 / or any updated / revised version of this document.
15. Charges incurred towards catering services for any contractual personnel deployed on offshore work sites shall be on a recoverable/chargeable basis.
16. **Modalities for providing the K&L / PPEs to contractual workers:**

#### **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/ KIT CARD shall be maintained for each contract worker in following format:

#### **Safety Items & Kit Card Format**

Sl. No	Particulars	Details/Remarks
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	<b>Bid Package for PIPELINE REPLACEMENT PROJECT –X (PRP-X)</b>	<b>Part II</b>
		<b>SPECIAL CONDITIONS OF CONTRACT</b>


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.

#### 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.
- 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.

	<b>Bid Package for PIPELINE REPLACEMENT PROJECT –X (PRP-X)</b>	<b>Part II</b>
		<b>SPECIAL CONDITIONS OF CONTRACT</b>

- 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:					
Sl. No.	Articles	Quantity	Locations	Date of issue	Remarks


CERTIFIED THAT:

1. 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.....
2. 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.
3. The safety devices and other appliances provided for the protection or personnel deployed shall be of same standard specification adopted and issued by ONGC.
4. 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.
5. A standard Safety Kit Card as per contract clause No..... is maintained at site for ready reference and inspection by PE/ONGC representatives/Authorities

Date:

(Signature & Seal of the Contractor)

Place:

	<b>Bid Package for PIPELINE REPLACEMENT PROJECT –X (PRP-X)</b>	<b>Part II SPECIAL CONDITIONS OF CONTRACT</b>
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**Actions In case of Non-Compliance:**

- 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.