# **Corrigendum To Tender**

Date: 02/02/2024: Tender closing date extended upto 16/02/2024

Date 16/02/2024: Tender closing date extended up to 04/03/2024

Date: 22/02/2024: In Addition to present ATC, reference drawing is attached hereby (Refer annexure III in ATC).

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#### ADDITIONAL TERMS AND CONDITIONS (ATC)

#### Supply of Scaffolding Material) for SD& D, SB-Module Shop & SB-Nhava Yard

**1)** <u>**Pricing:**</u> - The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Packing, Forwarding and Transportation charges should be included in the quoted price.

#### 2) <u>Pre-Qualification/Work Experience Criteria:</u>

#### (a) Technical Pre-Qualification/Work Experience Criteria

- (i) The firm should be a manufacturer of scaffolding items.
- (ii) The bidder should have regularly for at least last five years, ending tender closing date manufactured, supplied and commissioned "**Scaffolding material**" as per extant IS standards.
- (iii) The bidder shall produce Purchase orders along with invoice of the same along with proof of execution.

#### (b) <u>Commercial Pre-Qualification Criteria</u>

- (i) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March of the previous financial year excluding the calendar year of tendering should be INR 105,00,000/- as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant.
- (ii) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL).
- **3)** <u>Earnest Money Deposit(EMD)</u>: EMD shall be submitted as per GEM Terms & condition. EMD exemption is as per GEM conditions. In addition to that, EMD is exempted for following:
  - Bidders registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the tendered items for which the offer is being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration/ in the process of renewal of MDL registration will not be considered for EMD exemption.
  - ii) Micro and Small Enterprises who are manufacturer or Service Provider and give specific confirmation to this effect at the time of bid submission
  - Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption

Warranty: period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

# **4)** <u>Performance Bank Guarantee:</u> Refer GeM Terms and condition for Performance Bank Guarantee.

Please note that Performance Bank Guarantee should be valid for the Guarantee period + Two months Claim Period from the date of receipt and acceptance of the material at MDL.

5) Inspection: Refer Specification/Scope of Work for detail of Inspection

Note:

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularized without Liquidated Damages. When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

**6)** <u>Integrity Pact (IP):</u> The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance and non-submission of IP by the vendors/bidders shall be categorically rejected and no further communication in this regard will be entertained by MDL. The format of integrity Pact is enclosed with tender documents (Enclosure-5 of ATC). IP shall be submitted on plain paper.

The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Bidders to ensure that each page of Integrity pact shall be duly signed by the bidder. Nonsubmission of Integrity Pact by the bidders duly filled and signed with Part-I bid shall be categorical rejected. The original IP shall reach MDL within 7 days from Tender Opening date.

#### 7) <u>Categorical rejection criteria:</u>

- i) Bids received without Integrity Pact duly filled & signed by the bidder.
- ii) Bids received without EMD (other than those who are exempted from payment of EMD).
- **8)** Independent External Monitors (IEM): The following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs it will be informed accordingly.

For any administrative enquires and clarification on tender, bidders shall contact Commercial Dealing Executive. In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM) whose details are as below:

- i) Mr. Subhash Chandra Email id: subhash59@hotmail.com
- ii) Mr. P V Rao Email id: pasupuletirao@yahoo.co.in

#### 9) <u>Other terms & conditions</u>:

Offer of the bidders who are debarred by MDL or issued tender holiday by MDL shall be rejected.

<u>Certificates</u> -Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

<u>Generic</u> - Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**10)** <u>Contact details</u>: In case of any clarifications regarding specification, bidders are requested to contact the following person, before the closing date of the tender.

	Anudeep Joshi, CM (Module Shop)	022 23763123 7045585559	ajoshi@mazdock.com
Technical	Rajeev N Pillai, GM (SB-Works)	022-23763007 Mob. No: 8879657782	rnpillai@mazdock.com
	Mr. Karnail Singh, CM (C-MP)	022 23763254	Karnailsingh@mazdock.com
Commercial	Mr S.K Dhiman, DGM/HOS(C-MP)	022 23762747	skdhiman@mazdock.com

#### Note:

- 1. Bidder not complying with the tender terms will fall under liable for rejection.
- 2. Firm has to submit the contact details like E-mail address, Name of the person, Phone number for further communications.
- 3. For visiting site and technical clarification before quoting, User Contact detail are as under Mr. Anudeep Joshi, CM (Module Shop) Email: ajoshi@mazdock.com Phone -022 2376-3439. Mob. no. 9987251651.
- 4. PIDPI (Public Interest Disclosure & Protection of Informers Resolution) related information refer Enclosure-4

#### **Enclosures:**

Enclosure 1 : Declaration Certificate For Local Content

Enclosure 2 : Contact Details Of Bidder

Enclosure 3 : Turnover detail

Enclosure 4 : PIDPI related information

Enclosure 5: Integrity Pact

#### **DECLARATION CERTIFICATE FOR LOCAL CONTENT**

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Local Content & prescribed tender conditions).

### LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

#### IN RESPECT OF BID/ TENDER No \_\_\_\_\_ ISSUED BY: Mazagon Dock Shipbuilders Ltd

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the unc	dersigned,				(full name	es),
do	hereby	declare,	in	my	capacity	as
				(Capacity)		of
					name of bidder	entity),
4 6 11						• • • •

the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

"Local content" as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent."

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above specified bid comply with the local content requirements as specified in the tender for 'Class-I Local Supplier' / 'Class-II Local Supplier', and as above.

(d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs – Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently.

(e) The local content calculated using the definition given above are as under:

Tender Item	Local content calculated	Location of local value addition
Sr No	as above %	(Location shall be the specified as name of city
		or district, etc. Location as name of country

will be considered as ambiguous and such bids shall be rejected)

Attach separate sheet <u>duly signed</u> if the space not sufficient.

Note:

 $\frac{1}{2}$ 

1) Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

2) Format for actual local content declaration shall be provided to successful bidder along with PO copy. It is binding on the successful bidder to submit the actual local content declaration post PO placement & Execution as mentioned in tender.

(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Seal / Stamp of Bidder

### **CONTACT DETAILS OF BIDDER**

Name of	
Bidder:	
Address:	
Contact	
Number:	
email id:	

### Details of Authorized Representatives; (Three Levels)

### 1.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

2.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

3.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

#### **Turnover Detail**

Financial Year	Turnover (INR)	Relevant Document attached (Yes/No) Name of document attached

#### PIDPI (Public Interest Disclosure & Protection of Informers Resolution) related information

सतर्कता जागरूकता सप्ताह Vigilance Awareness Week 2023 (30 307542 2023 - 05 86542 2023) (30 October 2023 - 05 November 2023)



जनहित प्रकटीकरण और मुखबिर संरक्षण संकल्प **Public Interest Disclosure and Protection of Informers Resolution** 





पिडपी क्या है? What is PIDPI?

🕈 पिडपी भारत सरकार का एक संकल्प है। PIDPI is a resolution of Government of India.

💠 इसके अंतर्गत दर्ज की मई सभी भिकायतों के भिकायतकर्ताओं की पढ़वान मोपनीय रसी जाती है।

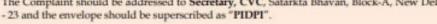
Identity of the complainant is kept confidential for all complaints lodged under it.

#### पिडपी शिकायत कैसे की जाती है? How is PIDPI Complaint filed?

सचिव, केंद्रीय सलकेता आयोग, सलकेता भवन, ब्लॉक-ए, नई दिल्ली – 23, को प्रिकायत भेजी जाए और शिफाफे पर "पिडपी" लिखा ढोना चाढिए।



The Complaint should be addressed to Secretary, CVC, Satarkta Bhavan, Block-A, New Delhi





भिकायतकर्ता का नाम और पता लिफाफे पर नहीं लिखा होना चाहिए अपितु बंद लिफाफे के अंदर पत्र में होना चाहिए। Name and Address of the complainant should NOT be mentioned on the envelope but in the letter inside in a closed cover.

#### शिकायतकर्ता की पहचान गोपनीय रहे, ऐसा सुनिश्रित करने के लिए दिशानिदेश Guidelines to ensure identity of complainant remains Confidential

अन्य अधिकारियों को संबोधित हैं, उनमें पड़वान प्रकट हो जाता है। सवसी है।

Complaints that are personally related to the are closed. complainant or addressed to other authorities 🗸 भिष्कृशत में, पहचान प्रकट करने पाले दस्तावेज़ संलग्भ नहीं may lead to disclosure of identity.

🗸 भिष्कायतें खुली रिखति में या सार्वजनिक पोर्टल पर नहीं मेंजी 🛛 जैरो: आर.टी.आई. के जंतर्गत प्राप्त दस्तावेजा जानी चाहीए।

Complaints should not be sent in open condition or on public portal.

🗸 लिफाफे के अंदर पत्र पर नाम और पता पृष्टि के प्रयोजन से 🗸 जनम श्वानम को पर विचार नहीं किया जाता है। लिखा रोग वारिए।

Name and Address should be mentioned on the letter inside the envelope for confirmation purpose.

🗸 जो शिकायतें व्यक्तिमत रूप से शिकायतवानी से संबंधित है या 🗸 जिन शिकायतों की पुष्टि प्राप्त नहीं होती है, उन्हे बंद कर दिया

Complaints where confirmation is not received

करने चाहीए अथवा उनका उल्लेख नहीं किया जाना चाहिए

Documents that reveal identity should not be enclosed or mentioned in the complaint. e.g.: documents received under RTI.

Anonymous/Pseudonymous letters are not entertained.

#### एमडीएल सतर्कता विभाग MDL Vigilance Department

#### **INTEGRITY PACT**

The Principal/Buyer intends to award, under laid down organizational procedures, contract/s for

In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### Section 1 - Commitments of the Principal/Buyer:

(1) The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal/Buyer will exclude from the process all known prejudiced persons.
- d. The Principal/Buyer undertakes to scrupulously follow the Purchase Manual containing Standard Terms & Conditions (STAC) and General Terms & Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.

(2) If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or it there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.

#### Section 2 - Commitments of the Bidder(s)/Contractor(s):

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.
- e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's Purchase Manual containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.
- g. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

#### Section 3 - Disqualification from tender process and exclusion from future contracts:

If the Bidder(s)/Contractor(s) before contract award has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-B.

- 1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.
- 2) A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- 3) The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.
- 4) If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

#### Section 4 – Sanctions for Violation:

(1) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with our without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –

- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
- b) The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.

- c) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- d) To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- e) To encash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.
- f) To cancel all or any other contracts with the Bidder.
- g) To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.
- h) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- i) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees.
- j) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- k) In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.

(2) The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

#### Section 5 - Previous Transgression:

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public section enterprise in India that could justify his exclusion from the tender process.

(2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken.

#### Section 6 - Equal treatment of all Bidders/Contractor(s)/Subcontractors:

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.

2) The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

(3) The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7 - Criminal charges against violation Bidder(s)/Contractor(s)/ Subcontractor(s):

(1) If the Principal/Buyer obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor of subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer will inform the same to the Chief Vigilance Officer, MDL.

#### Section 8 - Independent External Monitor/Monitors:

(1) The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.

(6) The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.

(8) If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other Bidders 06 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.

#### Section 10 - Other provisions:

(1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai. The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

#### Section 11 – Fall Clause:

"The Bidder undertakes that it has not supplied/is not supplying similar products/ systems or

subsystems at a price lower than that offered in the present bid in respect of any other

Ministry/Department of the Government of India or PSU and if it is found at any stage that similar

product/systems or sub systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance of elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal/Buyer, if the contract has already been concluded."

For & on behalf of	
MAZAGON DOCK SH	HPBUILDERS LIMITED For & on behalf of Bidder/Contractor
(Office Seal)	(Office Seal)
Place	
Date	
Witness 1:	Witness 2:
(Name & Address)	(Name & Address)

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#### 1. Scope of Work:

- a. To develop consciousness and to create an awareness amongst the sub-contractor and their employees/workman regarding the general procedures and practices for safe conduct of their work at all times.
- b. This brings out procedures, standard practices etc. and would serve as the reference material to all Sub-Contractors.
- c. This document is only for providing guidance to the sub-contractors and does not replace the safety rules detailed in Factory Acts 1948 and Maharashtra Factory Rule 1963 as amended till date.

#### 2. General Safety Guidelines:

- 1.1 The Contractor shall ensure that his employees/workmen subject themselves to medical examinations required under the law and keep a record of the same. (As per the "Factory Acts 1948" and the Maharashtra Factory Rules 1963 as amended till date).
- 1.2 Workers and supervisors engaged in the work shall be competent and undergone Safety training by MDL Safety section before deployment on job inside the MDL.
- 1.3 Contractor should go through MDL safety manual and follow the safety procedures wherever applicable.
- 1.4 The contractor must observe all safety precautions in connection with the work performed by him. No job should be undertaken where question of safety remains unanswered.
- 1.5 The Contractor shall not permit any employee/workmen to enter the work area under the influence of alcohol.
- 1.6 Smoking is strictly prohibited.
- 1.7 Fishing is not permitted in the yard.
- 1.8 Report promptly any situation affecting the safety of any person.
- 1.9 All stairways, Platforms and Walkways must be kept clean at all the times.
- 1.10 Make proper use of all safety devices and guards provided.
- 1.11 All employees shall wear personal protective equipment as appropriate while working.
- 1.12 The workmen of the contractor must wear fire retardant boiler suit/overall while working in MDL premises. The Sub-contractor shall be required to provide their workmen with Boiler suits of suitable colour with name of the contractor on the boiler suits in prominent letters.
- 1.13 The contractor should ensure that First Aid boxes are provided at the work place.
- 1.14 Do not leave tools/items on the floor or where they can fall on people below.
- 1.15 On completion of work in any location, the contractor must ensure that the place is left in a clean state and all scrap is disposed to nearby appropriate scrap bins.
- 1.16 All storage container must be clearly marked indicating the nature of contents.
- 1.17 No one except Driver (Operator) is allowed to ride/drive Jumbo/forklift/Powered trolleys/Crane etc.

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- 1.18 The contractor should ensure that adequate fire extinguishing arrangements are provided.
- 1.19 Action by person noticing Fire:
  - Attempt to extinguish the fire with available fire-fighting equipment nearby.
  - Operate fire alarm system or inform to fire station.

1.20 In order to ensure safety in all hazardous jobs such as excavation, work at height, fragile roof, work in confined spaces, on-board welding and gas cutting, electrical works etc., safety permit should be taken from authorize person.

#### 3. Personnel Protective Equipment and other Safety Accessories:

All the contractors' employees shall wear the PPE's and other safety accessories relevant to the work. All safety equipment/accessories should confirm to the relevant Indian or International Standards e.g. ISI, BS, DIN, EN-ISO, ANSI and CE. The PPE matrix is as detailed below:

Sl. No.	Description of Activity	PPE's & Other essential Safety accessories to be used
1	Welding/Gouging	Boiler Suit, Helmet, Hand Gloves, Leg Guard, Face Shield with glass, Leather Aprons, Leather Sleeves, Skull Cap, Safety Shoe, Mask, ear plug etc.
2	Gas Cutting/Gas Welding	Boiler Suit, Helmet, Hand Gloves, Leg Guard, Cutting Goggle with glass, Leather Aprons, Skull Cap, Safety Shoe, Spark Light, ear plug, Tip Cleaner, Mask, Flash back arrestor etc.
3	Blasting & Painting	Boiler Suit, Helmet, Hand Gloves, Goggle, Leather Sleeves, Safety Shoes, Respiratory Mask, Apron, Ear Plug etc.
4	Manual Lifting	Boiler Suit, Helmet, Hand Gloves, Safety Shoe etc.
5	Working at Height	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Full Body Safety Harness etc.
6	Working on Fragile Roof	Helmet, Hand Gloves, Safety Shoe, Full Body Safety Harness, Scrawling Board, Duck Ladder, Lifeline system etc.
7 ·	Working in Confined Spaces	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Respiratory Mask, Portable light, ear plug, Multi Gas Detector, Fume extractors etc.
8	Material Movement/Lifting/Turning	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Slings/Tackles/Shackles, Mask etc.

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SI. No.	Description of Activity	PPE's & Other essential Safety accessories to be used
9	Grinding	Boiler Suit, Helmet, Hand Gloves, Face Shield, Skull Cap, Safety Shoe, Mask, Ear Plug etc.
10	Machining	Boiler Suit, Helmet, Hand Gloves, Face Shield/Google, Safety Shoe, Mask, Ear Plug etc.
11	Civil Construction	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Gum boots, Mask, Ear Plug etc.

#### 4. Safety Guidelines:

#### 4.1 Safety during Cutting & Welding:

- 4.1.1 Electrode Welding Holders, Gas Cutting Torches, Pressure Gauges, Welding Cables, Gouging torches, Gas Cutting Hoses etc. shall be of good quality confirming to relevant IS or EN standards with the relevant IS or EN stamping.
- 4.1.2 All welding and cutting operations must be carried out by qualified personnel while working inside the yard.
- 4.1.3 Welding machine should be properly earthed and secured.
- 4.1.4 Portable oven used on job should run with 110V power supply only.
- 4.1.5 Flash back arrestors shall be used for both on the cylinder/pipeline end as well as the cutting torch end. The flash back arrestor shall confirm to the relevant IS or EN standards with the relevant IS or EN stamping.
- 4.1.6 The Cylinders shall be kept upright during use and transportation. All industrial gas cylinders shall have Cylinder Cap/Guard for protection.
- 4.1.7 All Industrial gas cylinders shall be properly secured during use and storage.
- 4.1.8 When the cylinders are not in use, the valves must be closed. Prior to fitting the regulator, the valve should be opened slightly to blow away any dust or grit from the valve.
- 4.1.9 Metal wires shall not be used for connecting gas hoses with gas cutting torches, pressure gauges/regulators and for joining gas hoses with connectors.
- 4.1.10 The firm must ensure that the welding cables and gas hoses are well maintained and replaced if required.
- 4.1.11 All welding cables shall be fully insulated and periodically check for cuts and any damages.
- 4.1.12 Only Spark lights shall be used to ignite flame while using gas cutting/welding torches.

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- 4.1.13 All cutting equipment should be removed/shifted from compartments and confined spaces to open decks during breaks and at end of shift.
- 4.1.14 Gas hoses shall be disconnected from the manifold/cylinder after stoppage of work on the day.
- 4.1.15 All welding and cutting operations carried on in confined spaces shall be adequately ventilated to prevent the accumulation of toxic materials or possible oxygen deficiency.

#### 4.2 Safety while Material Handling/Lifting and Turning:

- 4.2.1 All lifting slings/tackles/shackles shall be tested and certified with competent Authorities and shall be visually checked periodically for fitness for use.
- 4.2.2 All lifting equipment must be tested once in a year.
- 4.2.3 Use correct lifting hooks, ensure they are load tested.
- 4.2.4 Avoid manual handling operations as far as possible to minimize the risk of injury.
- 4.2.5 Position the lifting hook over the load as to prevent the load swinging when it is raised.
- 4.2.6 Ensure only competent persons are allowed to operate cranes.
- 4.2.7 Crane operators must only take Instruction from designated rigger.
- 4.2.8 Crane should not be left unattended unless all loads have been removed.
- 4.2.9 Leather gloves should be worn when working with sharp materials or when handling rigging equipment.
- 4.2.10 Crane/Rigging equipment shall not be loaded in excess of its recommended safe working load.
- 4.2.11 All employees shall be kept clear of loads about to be lifted and of suspended loads. No employee shall be allowed under a suspended load.
- 4.2.12 The proper methods of securing the load, attaching the load to the hook, lifting the load, handling of the load during the movement of the load and lowering and placement of load should be used.

#### 4.3 Safety while working on height:

Working at height means working on 1.8 meters or above height (i.e. working on platform, stage, scaffolding).

- 4.3.1 Before starting work ensure that the supervisor is available at site and he has got the work permit issued by the authorised person.
- 4.3.2 Use a sufficient supply of sound staging material and appliances for the construction of scaffolding.
- 4.3.3 All planks and other materials intended to be used for staging shall be carefully examined before being taken into use.

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- 4.3.4 The Contractor shall ensure the use of sufficiently strong scaffolding with sufficiently strong hand railings during the execution of the job.
- 4.3.5 The Contractor shall ensure the use of scaffoldings at construction site by his personnel working at height, fabricated as per standard drawing for scaffolding. If the scaffolding as per the standard drawing is not found suitable at site, the Contractor shall make necessary modification to strengthen the same.
- 4.3.6 All planks forming staging shall be securely fastened to prevent them from slipping.
- 4.3.7 All staging to be used in connection with the operation shall be inspected before use, and thereafter at regular intervals.
- 4.3.8 There should not be any gaps in the working platform.
- 4.3.9 Stages suspended by ropes or chains shall be secured as far as possible to prevent them from swinging.
- 4.3.10 Hand rails with mid rails at one meter and half meter height should be ensured for the working platform.
- 4.3.11 Access ladders shall be provided to reach the working platform.
- 4.3.12 All ladders must be provided with non-skid shoes.
- 4.3.13 Regular inspection of scaffolding and staging are to be carried out.
- 4.3.14 While working on such job every workman must wear Full Body Safety Harness.
- 4.3.15 For any civil engineering job, the Contractor will provide adequate support before casting or any superstructure and provide approach, scaffolding etc., in such a manner that is safe, easy for movement of men, women and materials.

#### 4.4 Hand Tools and Power Tools:

- 4.4.1 Tools shall be manufactured from the best materials by reputed tool companies with confirming to and stamped by the relevant Indian or International Standards e.g. IS, DIN, EN-ISO, ANSI and CE.
- 4.4.2 All power hand tool like grinder, weld flux remover etc. used onboard or inside the workshop must be run on either 110V power supply or by compressed air.
- 4.4.3 All compressed air hose must have standard hose coupling for fittings.
- 4.4.4 Compressed air tools, while under pressure, must not be left unattended.
- 4.4.5 All connections to air tools shall be made secure before turning on air pressure.
- 4.4.6 When working at elevated location, all tools should be placed in tool box to prevent loose tools being dropped from the heights.

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- 4.4.7 Wooden shaft must be of correct size and securely fixed to the hammer head with fitting wedges. The face of hammers should be kept clean and in good condition (Not mushroomed).
- 4.4.8 A file must be used with proper handle fitting and to maintain files when clogged with filings clean out the teeth with a file card or fine wire brush.
- 4.4.9 When using a screwdriver, make sure that the blade fits the slot in the screw properly. Too large or too small a blade will damage the screw and not work efficiently.
- 4.4.10 Select the correct hacksaws blades to carried out work and blade should always be correctly tensioned in the frame. After use when the hacksaw is to be stored, the tension on the blade should be released.
- 4.4.11 Always select a spanner which exactly fits the nut or bolt head, never use packing pieces to make the spanner fit. Piece of pipe or similar device must not be placed over the end of spanners as extensions to increase the torque.
- 4.4.12 All electrical hand tools shall be of double insulated and fiber body type.
- 4.4.13 The RPM of grinding machine should be lower than the RPM of the grinding disk/wheel.
- 4.4.14 Do not use a portable power tool (such as saw, grinder and drill) unless its dangerous parts have been effectively guarded.
- 4.4.15 Electrical tools shall not be used where there is hazard of flammable vapours, gases, or dusts without a valid Hot Work Permit.
- 4.4.16 Do not use compressed air/Oxygen to clean off overalls or clothing.

#### 5. Electrical Safety:

- 5.1 The Contractor shall engage qualified, experienced and competent electricians and other electrical personnel while working on electrical lines (which may be High Tension, Medium Tension and Low Tension electrical lines) for safe execution of Contract.
- 5.2 The electricians and other electrical personnel must possess requisite certificate issued from competent authority.
- 5.3 The Contractor shall ensure proper earthing of all electrical equipment/machinery prior to start of the machine.
- 5.4 The Contractor shall also ensure daily examination of the earthing of equipment/machinery prior to start of the job in order to avoid electrical hazards.
- 5.5 The Contractor shall ensure use of proper cable (may be welding cable or power cable or control cable). The joints of the cables shall be perfectly insulated.
- 5.6 The Contractor shall also ensure the use of proper plugs & sockets.
- 5.7 Use of rubber hand gloves during monsoon season is very essential.
- 5.8 Repair and routine maintenance of electrical equipment shall be carried out by trained and gualified electricians.

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- 5.9 In case of Electrical work contract, the contractor shall have valid electrical License issued by PWD or any Govt. organization or shall have a valid MOU with the licensed contractor.
- 5.10 For onboard work, only 110V AC supply will be provided.

#### 8. Safety while Working on Fragile Roof and Pitched Roof:

- 8.1 Do not step on any sheet without obtaining proper safety training.
- 8.2 Before starting work (i.e. before climbing on the access ladder) ensure that the supervisor is available at site and he has got the work permit issued by the authorised person.
- 8.3 Intimation shall be given to shop In-charge along with height permit, before going to roof of workshop.
- 8.4 Use suitable and sufficient access ladders, cat ladders, crawling boards, duck ladders etc. and fix them properly on the roof.
- 8.5 Use Full Body Safety Harness and anchor them properly with the anchorage points on the roof or to the lifeline available on roof or fall protection device.
- 8.6 Never step directly on any part of the roof. Always walk or step only on the ladders.

8.7 It is not safe anytime to walk on purlins. Do avoid it. Do not run on roof.

8.8 It is necessary to walk on ladders (and not on roof directly) while transporting these sheets on roof.

8.9 While working on the roof, ensure that no loose items are dropped down.

- 8.10 Always use suitable and strong ropes for taking sheets from ground to the roof.
- 8.11 Never leave any loose items (tools, cut sheets, broken sheets) on the roof after the work is over.
- 8.12 Never use any electrical equipment without proper earthing.
- 8.13 Ensure sufficient illumination while you are working on the fragile roof.

#### 9. Safety while working in Confined Spaces:

- 9.1 Before starting work ensure that the supervisor is available at site and he has got the work permit issued by the authorised person.
- 9.2 Prepare adequate emergency arrangements before the work starts.
- 9.3 Testing the air is necessary to check before starting the work that it is free from both toxic and flammable gas/vapours and that it is fit to breathe. Testing should be carried out by a competent person using a suitable gas detector which is correctly calibrated.
- 9.4 Proper ventilation arrangement should be made before starting the work.
- 9.5 Adequate light arrangement should available.
- 9.6 Use only 110V power supply while working in confined space.
- 9.7 When work is being carried out in a confined space, another person should be assigned to outside the confined space to maintain communication with the worker inside. Sufficient number of rescue personnel should also be made available outside the confined space. These persons need to be properly trained in rescues, physically fit and readily available to carry out rescue tasks, and capable of using any rescue tools.

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#### 10. Safety while Blasting and Painting Operations:

- 10.1 Suitable blasting suits and hoods with coolant tube shall be used while carrying out blasting operations.
- 10.2 Immediate removal of spillage. Good housekeeping standards must be maintained at all times.
- 10.3 The contractor shall ensure that paint handed over to it for usage is safely stored in a suitable container.
- 10.4 Never allow Naked flames matches cigarettes -in the same area where paint is being applied or stored.
- 10.5 Airless spray must always be earthed as static electricity can develop within the system and be the cause of explosion.
- 10.6 All couplings must be of a close fit, especially on high pressure equipment. Replace damaged hoses.
- 10.7 The contractor shall ensure that its personnel have minimum contact of paint with skin.

10.8 Hand Gloves, Safety Shoes and eye protection must always be worn during work.

10.9 Usage of a suitable barrier cream on exposed skin must be considered.

- 10.10 Air fed hood/mask or respirator in confined spaces must be used.
- 10.11 Safe access and adequate lighting must be ensured.
- 10.12 Blasting proof, light and portable lamps shall be provided for the blasting operations inside of tanks and compartments.
- 10.13 The area where blasting or painting is being carried out must be provided with proper, visible safety barriers or signs.
- 10.14 Tarpaulins and other coverings should be used to cover dry dock channels / pump pits, compressor house, nearby electrical installation, machines and equipment which may otherwise be affected by blasting or painting operations.
- 10.15 Cleaning of the slipway, dry-dock, surrounding areas, machines and equipments, etc. of dust immediately after blasting has taken place.
- 10.16 Removal of spent/excess and reusable grits and empty paint drums.

#### 11. Safety at Civil Construction Sites

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- 11.1 The rock blaster should be a qualified and competent person for carrying out blasting work.
- 11.2 Before blasting, sufficient warning should be given to enable the people working in the area to get off the danger zone at least 10 minutes before the blasting starts.
- 11.3 Care should be taken that the blasting point is free of detonating gas, inflammable objects, sparking or damage wiring system, stray currents.
- 11.4 Underground utilities (such as water pipelines, sewers, gas mains, electrical conduit system) should be located and protected, wherever necessary, before the start of excavation.

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11.5 Measures should be taken to prevent persons who are not engaged in excavation work, from approaching excavation areas by placing warning signals, barricades etc. near the site of the excavation.

11.6 Excavated material should not be dumped within 1.5 m of the edges or half of the depth of the trench whichever is more.

11.7 Shoring (supporting the sides of the trench) and/or proper slopes to the trench walls should be provided.

11.8 Ladder access at suitable intervals with proper support in the trench should be provided and ladder should extend above the ground level.

11.9 Dewatering provisions should be considered while excavating a trench near a water body.

11.10 Temporary electrical connections provided in the trench area should be in compliance to the requirements of the Indian Electricity Act, Rules and Regulations.

11.11 Proper barricading of trenches with warning signals should be provided.

11.12 At all approaches and exits of the sites of excavations, danger and warning signals should be placed.

11.13 Excavation area should be adequately lighted for night work.

11.14 Test for oxygen level inside the shaft before start of work every day.

- 11.15 Effective communication system between the ground staff & the persons working in the shaft should always be there to ensure safe working environment.
- 11.16 The excavated material should be dumped sufficiently away from the edge of the excavated pit to avoid the excavated material slipping and falling into the pit.
- 11.17 Guard rails should be fitted to the working platform and should be secured to prevent their outward movement. The platform should be strong enough to bear the loads of workmen & materials.
- 11.18 Persons should not be allowed to work under the scaffold and if at all it is necessary to carry out work, then safety net should be provided to arrest the fall of materials & tools.
- 11.19 Safe access should be provided to the structures under erection.
- 11.20 Structures/ platforms should not have openings uncovered/unbarricaded.
- 11.21 Working under the structure should be prevented and if at all it is necessary to carry out work, then safety net should be used to arrest the fall of materials & tools.
- 11.22 In order to avoid the workers from being in contact with the moving parts of machinery such as conveyors, screens etc. machine guarding should be provided.
- 11.23 Health hazard from cement dust or wet cement should be controlled by avoiding engagement of workers in dusty areas and ensuring usage of PPEs especially filter respirators, goggles, gloves and boots.
- 11.24 When workmen are working/cleaning the inside of the drum of mixer, the power of mixer should be switched off and "Do not operate" tag should be provided.
- 11.25 Every opening in the floor of a building should be provided with suitable fencing/railing of one-meter height on all exposed sides with toe guard of 15 cm vertical height. Where barricades cannot be installed, safety net should be installed close to the level at which there is a danger of a fall.
- 11.26 All temporary wiring should be installed and supervised by a competent electrician.

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11.27 Adequate protection should be provided for all electrical wiring laid on floor which may be crossed over by construction machinery or by the workmen.

- 11.28 Suitable warning signs should remain displayed at conspicuous places to alert the workers of the potential dangers and to protect them from the risks of electrical accidents.
- 11.29 All necessary rescue equipment such as life buoys and life jackets should be provided and kept available for use at any time while working in and around water bodies.
- 11.30 Dispose all wastes, and unwanted materials must be disposed of at a designated place.

11.31 Do not leave planks with nails on passageways.

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### MAZAGON DOCK SHIPBUILDERS LIMITED

# SCOPE OF WORK (SOW) FOR THE PROCUREMENT OF SCAFFOLDING MATERIALS

<u>Date 02 Jan 2024</u>

NHAVA	SD&D	SB-MODULE SHOP

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### SCOPE OF WORK (SOW) FOR PROCUREMENT OF SCAFFOLDING MATERIALS

### 1. BACKGROUND:

(a) Mazagon Dock Shipbuilders Limited (MDL) is a premier Shipbuilding Yard in India, located in Mumbai, under the Administrative control of Department of Defense Production, Ministry of Defense, and Government of India.

(b) MDL intends to procure scaffolding material for use onboard ships, shop floors and other misc areas from reputed scaffolding manufacturers (herein after referred to as "the bidder") in India having proven expertise.

### 2. SCOPE OF SUPPLY:

Envisaged requirement of scaffolding is as tabulated below:

Sr. No.	Description	SIZE	Qty for Nhava	Qty for SD&D	Qty for SB-Module shop	Total Qty
1	wedglock standard (Spigot welded)	3000 mm	576	240	576	1392
2	wedglock standard (Spigot welded)	1500 mm	204	120	204	528
3	wedglock ledger	2500 mm	2004	1080	2004	5088
4	wedglock ledger	2000 mm	648	0	648	1296
5	wedglock ledger	1250 mm	504	0	504	1008
6	wedglock ledger	750 mm	48	0	48	96
7	Adj. base plate	32*300 mm	48	180	48	276
8	Angular transom	2000 mm	24	0	24	48
9	Angular transom	1250 mm	180	450	180	810
10	Diagonal bracing	4000 +/-75 mm	456	180	456	1092
11	Swivel coupler	40*40 mm	960	0	960	1920
12	Stair case 7 steps with landing and one side railing, 800mm wide	2500 * 1500 mm	96	0	96	192
13	Stair case 7 steps with landing and one side railing, 450mm wide	2500 * 1500 mm	0	30	0	30
14	Steel scaffold board	2450*250 mm	624	660	624	1908
15	Steel scaffold board	2450*200 mm	288	0	288	576
16	Toe Board	2500*150 mm	576	330	576	1482
17	Toe Board	2000*150 mm	96	0	96	192
18	Toe Board	1250*150 mm	72	90	72	234
19	Toe Board	750*150 mm	24	0	24	48
20	Fixed base plate	-	144	180	144	468
21	Hop-up Brackets (3 Boards of size 250mm)	3 Board	60	80	60	200

### 3. ENVISAGED OPERATIONS.

The scaffolding is envisaged for use onboard Ships, shop floors, alongside building and other misc. purposes. The material would be subjected to marine weather and sea water during its service life.

### 4. **PRE-QUALIFICATION CRITERIA:**

The following are the pre-qualification criteria: -

- (a) The firm should be a manufacturer of scaffolding items.
- (b) The bidder should have regularly for at least last five years, ending tender closing date manufactured, supplied and commissioned "Scaffolding material" as per extant IS standards.
- (c) The bidder shall produce Purchase orders along with invoice of the same along with proof of execution.

### 5. **TECHNICAL SPECIFICATION FOR SCAFFOLDING MATERIALS:**

5.	5.1 Technical specification for scaffolding material shall be as follows:						
Sr. No.	Description	SIZE	Technical Specification				
1	wedglock standard (Spigot welded)	3000 mm	Scaffolding standards, wedglock type (Spigot welded) Size: - 3000 mm 40 mm N.B. Heavy class tube, With box wedges, with wedges at 500 mm centre to centre Confirming to IS:1161 / IS:1239				
2	wedglock standard (Spigot welded)	1500 mm	Scaffolding standards, wedglock type (Spigot welded) Size: - 1500 mm 40 mm N.B. Heavy class tube, With box wedges, with wedges at 500 mm centre to centre Confirming to IS:1161 / IS:1239				
3	wedglock ledger	2500 mm	Scaffolding Ledger, wedglock type Size: - 2500 mm 40 mm N.B. Heavy class tube Confirming to IS:1161 / IS:1239				
4	wedglock ledger	2000 mm	Scaffolding Ledger, wedglock type Size: - 2000 mm 40 mm N.B. Heavy class tube Confirming to IS:1161 / IS:1239				
5	wedglock ledger	1250 mm	Scaffolding Ledger, wedglock type Size: - 1250 mm 40 mm N.B. Heavy class tube Confirming to IS:1161 / IS:1239				
6	wedglock ledger	750 mm	Scaffolding Ledger, wedglock type Size: - 750 mm 40 mm N.B. Heavy class tube Confirming to IS:1161 / IS:1239				

7	Adj. base plate 32*300 mm		Adjustable base plate for scaffolding Total length - 375 mm long (minimum) Material - MS Solid rod Size: Dia-32 Threaded length- 300 mm Unthreaded length - 75 mm (minimum) Base plate - 150X150X6mm ANGULAR TRANSOM FOR SCAFFOLDING		
8	Angular transom 2000 mm		ANGULAR TRANSOM FOR SCAFFOLDING Size: - 2000 MM Angle 50*50*6 (Back to back) with captive mild steel-wedge lock Material shall confirm to IS:2062		
9	Angular transom	1250 mm	ANGULAR TRANSOM FOR SCAFFOLDING Size: - 1250 MM Angle 50*50*6 (Back to back) with captive mild steel-wedge lock Material shall confirm to IS:2062		
10	Diagonal bracing	4000 +/-75 mm	DIAGONAL BRACING TUBE FOR SCAFFOLDING Size: 4000+/75MM 40 mm N.B. Heavy class tube Confirming to IS:1161 / IS:1239		
11	Swivel coupler	40*40 mm	PIPE SECURING DOUBLE COUPLER (SWIVEL) FOR SCAFFOLDING Size - 48.3X48.3 (For pipe of 40mm NB) Material- MS Drop forged Finish- Electroplated or galvanized		
12	Stair case 7 steps with landing and one side railing, 800mm wide	2500 * 1500 mm	Scaffolding Staircase complete with landing and one side handrail No of steps - 7 Landing to landing - 1500mm Length - 2500mm Width - 800mm Detachable Handrail on one side Locking arrangement with angular transoms to be provided Sheet 14 Gauge Material - IS 2062		
13	Stair case 7 steps with landing and one side railing, 450mm wide	2500 * 1500 mm	Scaffolding Staircase complete with landing and one side handrail No of steps - 7 Landing to landing - 1500mm Length - 2500mm Width - 450mm Detachable Handrail on one side Locking arrangement with angular transoms to be provided Sheet 14 Gauge Material - IS 2062		
14	Steel scaffold board	2450*250 mm	Scaffolding Board Size 2450 x 250mm Size: - 2450mm X 250mm Material - IS 2062 Gr A, with rubber coating Thickness- 14 Gauge		
15	Steel scaffold board	2450*200 mm	Scaffolding Board Size 2450 x 200mm Size: - 2450mm X 200mm Material - IS 2062 Gr A, with rubber coating Thickness- 14 Gauge		

16	Toe Board	2500*150 mm	TOE BOARD FOR SCAFFOLDING 2500mm WITH HOOK Size: - 2500mm X 150mm Thickness- 16 Gauge Depth - 30mm Material - IS 2062
17	Toe Board	2000*150 mm	TOE BOARD FOR SCAFFOLDING 2000mm WITH HOOK Size: - 2000mm X 150mm Thickness- 16 Gauge Depth - 30mm Material - IS 2062
18	Toe Board	1250*150 mm	TOE BOARD FOR SCAFFOLDING 1250mm WITH HOOK Size: - 1250mm X 150mm Thickness- 16 Gauge Depth - 30mm Material - IS 2062
19	Toe Board	750*150 mm	TOE BOARD FOR SCAFFOLDING 750mm WITH HOOK Size: - 750mm X 150mm Thickness- 16 Gauge Depth - 30mm Material - IS 2062
20	Fixed base plate	-	Fixed base plate for scaffolding Base plate Size - 150X150X6 Material - IS 2062
21	Hop-up Brackets (3 Boards of size 250mm)	3 Board	HOP UP BRACKET (FOR 3 BOARDS OF SIZE 250MM) FOR SCAFFOLDING Size - for 3 boards of size 250mm 40 mm N.B. Heavy class tube Confirming to IS:1161 / IS:1239

- **5.2** The above material shall be painted with Oxford Blue enamel paint except couplers which shall be electroplated.
- **5.3** Salient features of the Scaffolding material:
  - **5.3.1** The scaffolding material shall be confirming to IS: 1161 / IS:1239/IS 2062 as applicable.
  - **5.3.2** The scaffolding shall be confirming to code of practice for Manufacturing of scaffolding IS 2750.
- **5.4** Vendor have to provide relevant document (catalogue or drawings) of each items along with technical offer.

### 6. **PRICING & ESCALATION:**

Prices shall remain firm and fixed till the contract validity period

### 7. **INSPECTION AND TESTING**

- (a) The supplier has to submit QA plan for approval by MDL QC or User department prior to starting work and all stage inspections shall be carried out as per approved quality plan. QAP shall be submitted within 02 weeks from placement of order. QAP would be approved within 1 week from the date of submission of QAP.
- (b) Mill TC or Govt. authorized / NABL accredited laboratory test certificates for all materials used for the fabrication to be submitted to MDL.
- (c) Internationally reputed third party inspection agencies like BV/IRS/ABS/LRS/DNV qualified welders are to be used for manufacturing of scaffolding items.
- (d) Every fabricated part need to be burr free and smooth grinded prior to offer for final inspection.
- (e) MDL QC or User department will inspect the scaffolding after fabrication at supplier's Premises.
- (f) Load testing of the scaffolding to be done at the firm's premises as per approved QAP.
- (g) Paint scheme to be applied shall be as per clause 5.2. Supplier should dispatch material after satisfactory inspection of the painted scaffolding.
- (h) Pre-dispatch inspection: Item shall be inspected by user for dimensional and visual parameters (Random). Intimation of inspection would be send by bidders at least one week prior.
- (i) Delivery of duly inspected and QC cleared scaffolding to MDL is in supplier's scope.
- (j) Receipt inspection by MDL Inspection Team & User department.
- (k) Acceptance report will be issued by MDL user department.

### 8. **<u>GUARANTEE/ WARRANTEE</u>**:

- **9.1** On site guarantee: The Scaffolding material as per the list at Para 2 above shall be free from any manufacturing defects and be guaranteed for trouble free working for at least a period of 1 year from date of supply.
- **9.2** In case any anomalies during guarantee period due to the bidder's negligence or poor workmanship, the bidder would be required to rectify the same along with the material at his own cost.

### 9. ACCEPTANCE AND CERTIFYING AUTHORITY:

The acceptance and certifying authority shall be executives of CM and above level.

### 10. ESTIMATED TIME LINES:

The entire scope of work is to be completed within 03 Months from the date of receipt of order (This includes the time for submission and approval of QAP as detailed in clause no. 7.a.)

### ANNEXURE -I

### SIMILAR WORKS DURING LAST FIVE YEARS

NAME OF THE BIDDER:

DETAILS OF WORKS AND SERVICES OF SIMILAR NATURE DONE BY THE PARTY DURING THE LAST FIVE YEARS (which best illustrate Qualification):

S.N	Name of	Description	Value of	iption Value of	Period		Remarks
0.11	Company	of Work	Work	From	То	nemains	

Note: Photocopy of Performance Certificate / Completion Certificate of Owner in support of the work mentioned above is required to be enclosed along with PO copies.

**Note**: Separate Sheets may be used wherever necessary.

SIGNATURE OF THE BIDDER SEAL OF THE BIDDER

### **ANNEXURE-II**

### **CONCURRENT COMMITMENTS**

### NAME OF THE BIDDER:

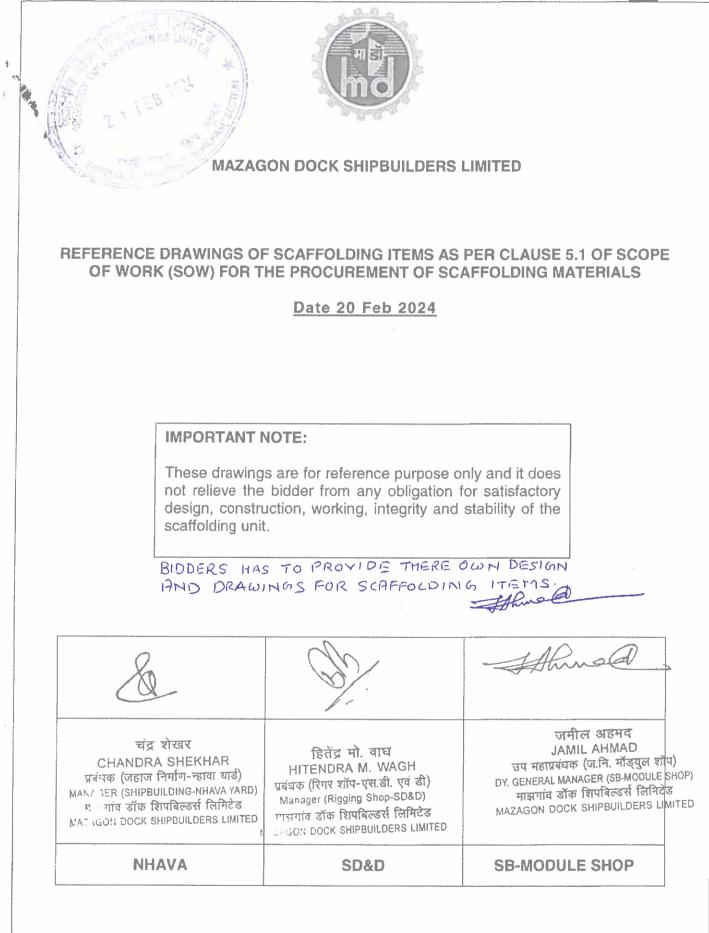
Sr. No.
Full postal address of client & name of officer- in-charge with contact details
Description of the work done
Value of contract
Date of Commencement of work
Scheduled/ Revised completion period
% age completion as on date
Expected date of completion
Remarks

Note: Separate sheets may be used wherever necessary.

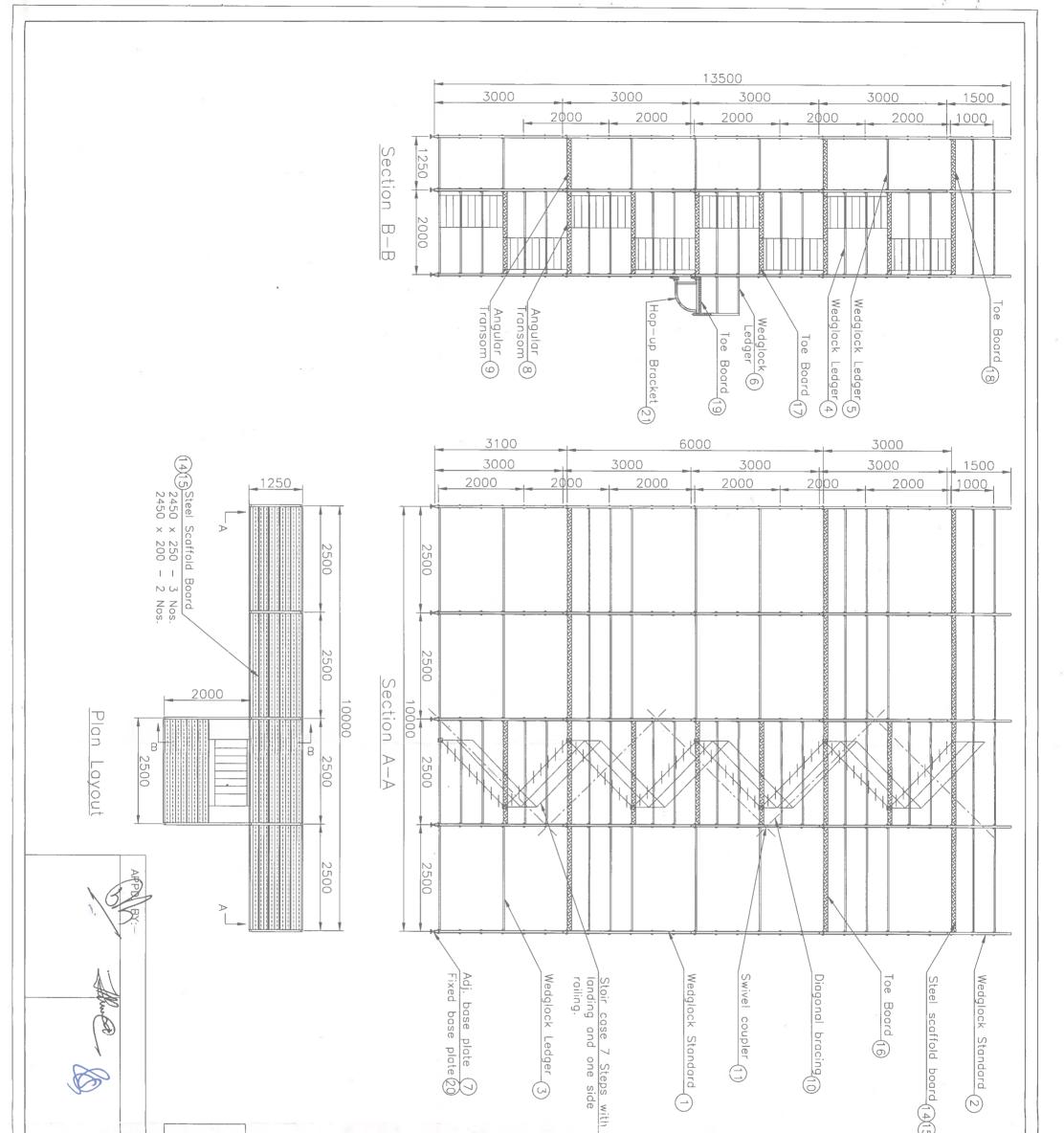
SEAL OF THE BIDDER

SIGNATURE OF THE BIDDER

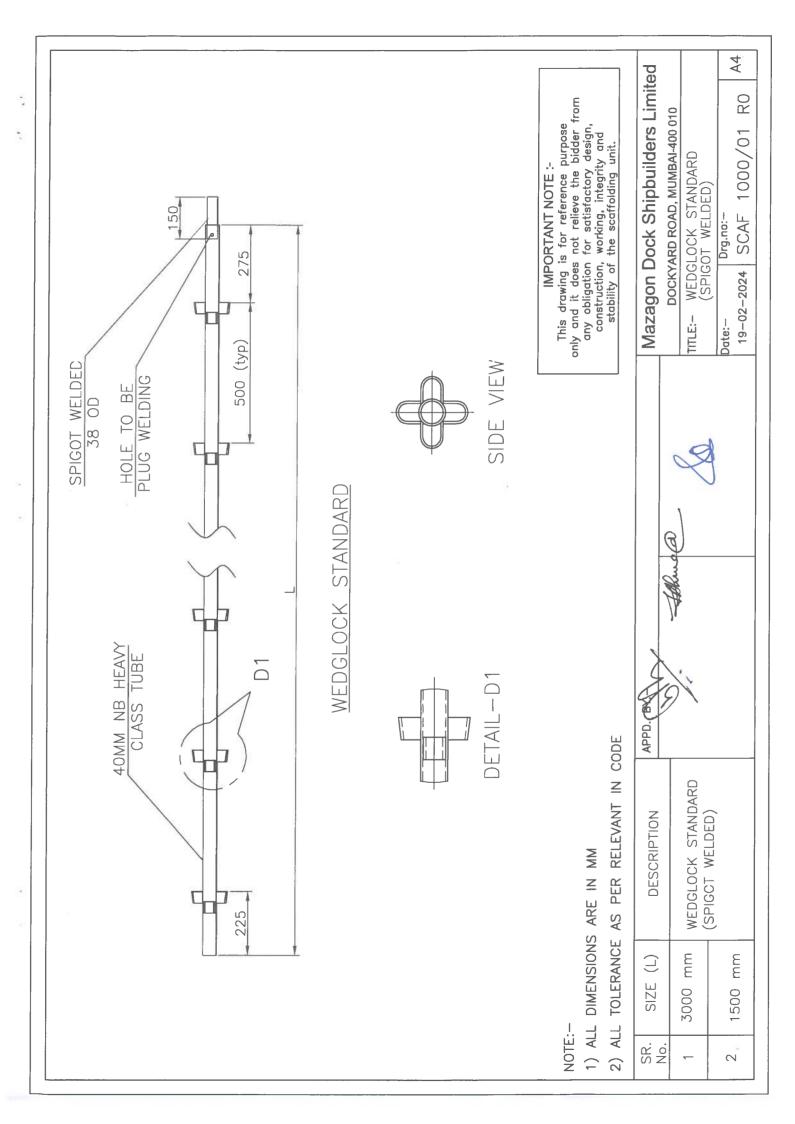
ANNEXURE -

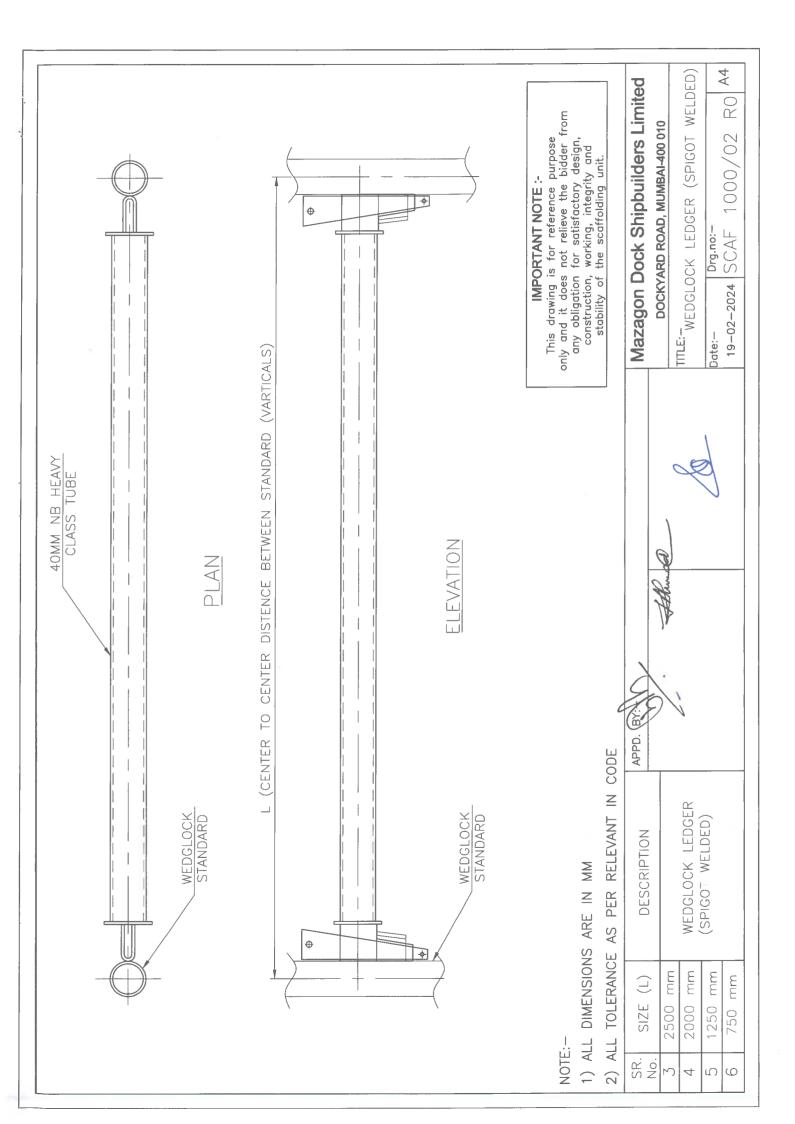


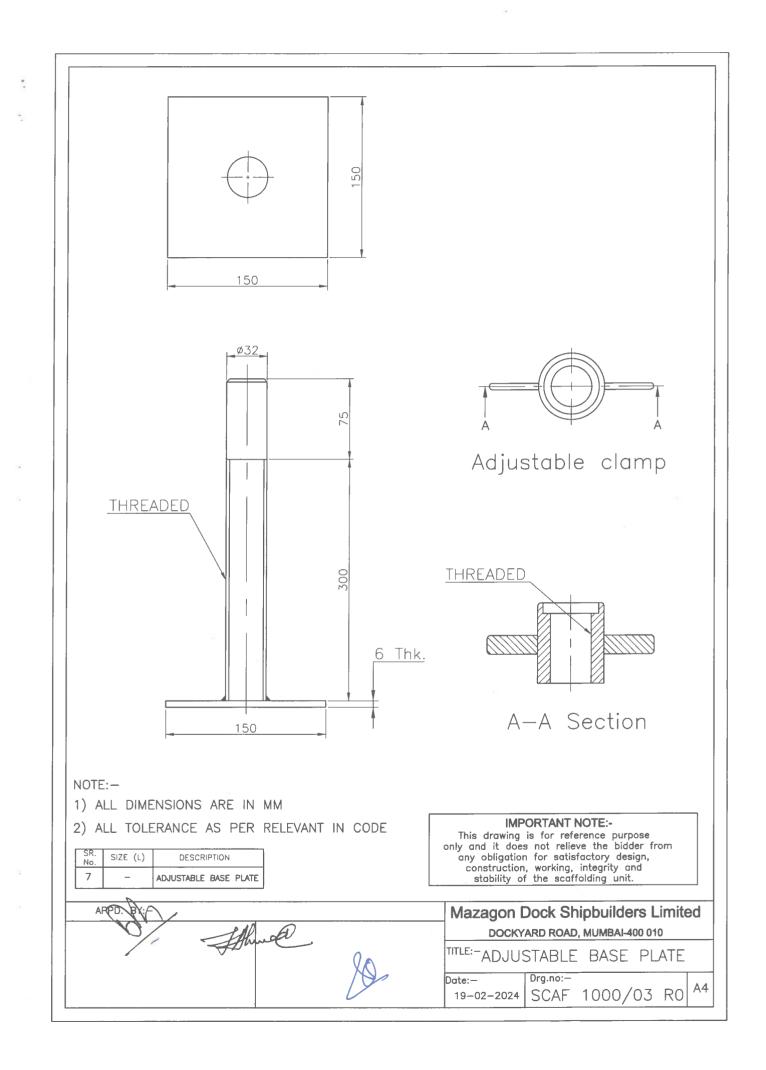
Page | 1



Mazagon Dock Shi bockyard Road, <sup>TIFLE:-</sup> SCAFFOLDING / Date:- 19-02-2024 Drg.no:-	IMPORTANT NOTE This drawing is for reference purpose only and it does not relieve the bidder fro any obligation for satisfactory design, construction, working, integrity and stability of the scaffolding unit.	-1213	a B	G
OCK Shipbuilders Li IRD ROAD, MUMBAI-400 010 DLDING ASSEMBLY Drg.no:- SCAF 1000 RC	<b>RTANT NOTE</b> for reference purpo: lot relieve the bidde: or satisfactory desig vorking, integrity and ne scaffolding unit.			
RO A3	se from			







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