



ENNORE PORT LIMITED

[A Government of India Undertaking]
1st Floor, P.T. Lee C.N. Maaligai,
No: 23, Rajaji Salai,
Chennai – 600 001. Ph: 25251666_

Tender No. EPL/OP/ B/95.09/2009

TENDER

for

**Supply and Fixing of Rubber Dock fenders for Coal
Wharfs of Ennore Port.**

Volume – I

Technical Bid

Due Date of Submission: 14.00hrs on 06.08.2009

Date & Time of opening: 14.30hrs on 06.08.2009

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ENNORE PORT LIMITED

Tender for “Supply of Rubber Dock fenders for Coal Wharfs of Ennore Port”.

SECTION – 1

1.1 SEALED TENDER

Ennore Port Limited is intended to procure Rubber Dock Fenders. Sealed tenders are invited in two cover system by Ennore Port Limited (EPL) from experienced contractors having supplied rubber dock fenders.

1.2 ESTIMATED VALUE OF WORK

The estimated value of the work is Rs 56.80 Lakhs

1.3 EARNEST MONEY DEPOSIT

Each tender should be accompanied by an Earnest Money Deposit (EMD) amounting to Rs1,13,600/- (Rupees One lakh thirteen thousand six hundred only) which shall be in the form of Demand Draft / Pay Order from any Nationalised Bank / Scheduled Bank drawn in favour of Ennore Port Limited, payable at Chennai.

1.4 PERIOD OF CONSTRUCTION

The period of contract is 4 **months** from 7th day from issue of work order or actual date of taken over the job whichever is earlier.

1.5 VALIDITY

The Tender shall be valid for a period of **60 Days** from the last date for submission of the Tender.

1.6 ELIGIBILITY CRITERIA

The Tenderer shall have supplied (a) Three similar works each “VALUE” not less than 40% of the present estimated cost (or) (b) Two similar works each “VALUE” not less than 50% of the present estimated cost (or) One similar works each “VALUE” not less than 80% of the present estimated cost in the last 7 years. (Proof of experience would be furnished along with tender)

1.7 SALE OF DOCUMENT

The Tender Document can be received free of cost in the Office of the General Manager (Operations), No.23, Rajaji Salai, Chennai – 600 001. The tender document is not transferable. Tender particulars can also be downloaded from the EPL website www.ennoreport.gov.in

1.8 SUBMISSION

The Tender shall be submitted as hand delivery / by registered post / Speed post, so as to reach the Office of the General Manager (Operations), No.23, Rajaji Salai, Chennai – 600 001. , up to 14:00 hrs on or before 06.08.2009.

1.9 OPENING DATE

The Technical Bid (Cover-I) will be opened in the presence of authorized representatives of the bidding firms at **14:30 hrs** on **06.08.2009** in the office of Director (Operations), No.23, Rajaji Salai, Chennai – 600 001. The date of opening of Price Bid (Cover-II) will be intimated after evaluation of Cover-I.

1.10 CHANGES / UPDATES

Any changes and updating in the tender document will be displayed in the website as well notified to those who have purchased the document.

1.11 CLARIFICATIONS / INFORMATION

Any clarifications / information regarding the tender can be obtained from the **Dy.General Manager (C), Ennore Port limited, Telephone no (044) 27950029, Mobile No. 9790909446.**

Dy. General Manager (C)

SECTION - 2

INSTRUCTIONS TO TENDERERS

- 2.1** The Tenderer shall have executed (a) Three similar works each “VALUE” not less than 40% of the present estimated cost (or) (b) Two similar works each “VALUE” not less than 50% of the present estimated cost (or) One similar works each “VALUE” not less than 80% of the present estimated cost in the last 7 years.
- 2.2** The tenders should be accompanied by Earnest Money Deposit (**EMD**) for a sum of **Rs 1,13,600/-** in the form of Demand Draft / Pay Order from any Nationalised Bank / Scheduled Bank drawn in favour of Ennore Port Limited, payable at Chennai.
- Any tender received without EMD will be summarily rejected. The EMD of the unsuccessful tenderers will be refunded within a period of four weeks from the date of issue of work order to the successful tenderer. The EMD of the successful tenderer will be retained by Ennore Port Limited (EPL) as part of the Security Deposit. This amount will be refunded on completion of works in all respects. No interest will be allowed on the EMD amount from the date of its receipt until its refund.
- The EMD will be forfeited in the following cases:
- a). If the tenderer withdraws the tender after opening; and
 - b). If the successful tenderer fails to submit the Security cum Performance Guarantee within 15 days from the date of issue of work order.
- 2.4** The tenderer shall quote his rate for each item of work in the Schedule of Quantities (Bill of Quantities) both in figures and in words and also fill up the amount column without any omission.
- 2.5** The tenderer shall give an undertaking that he will comply with all condition in the tender document and sign in each page of the price schedule.
- 2.6** EPL, in exceptional circumstances, and its sole discretion, may extend the tender due date by issuing a corrigendum.
- 2.7** Any tender received by EPL after **14:00 hrs** on 06.08.09 will be returned unopened to the tenderer.

2.8 EPL reserves the right to cancel or withdraw the tender any time. EPL also reserves the right to reject any or all tenders without assigning any reasons.

2.9 EPL will accept the lowest eligible tender.

2.10 EPL will inform the unsuccessful tenderers after issue of work to the lowest eligible tenderer and refund their EMD.

2.11 PERFORMANCE GUARANTEE

Immediately from the date of issue of work order, the successful tenderer shall furnish a security cum Performance Guarantee in the form of Bank Guarantee prescribed, for a value of 5% of the contract price minus EMD amount retained by EPL. The Bank guarantee should be issued by any nationalized / scheduled bank en-cashable at Chennai, for the due fulfillment of the contract. The bank guarantee should cover the contract period of 4 months plus 12 months Defect Liability period.

2.12 AGREEMENT/UNDERTAKING

The successful tenderer shall enter into an agreement or produce under taking in the form prescribed within 30 days from the date of issue of work order.

Dy. General Manager (C)

SECTION 3

SCOPE OF WORK AND SPECIFICATION

3.1 Scope of Work:

The works covered by this tender of the Specifications includes manufacturing, and delivery of rubber fenders as per the Specifications and Drawing.

3.2 Specification of Tenders:

3.2.1 Materials

The rubber used to manufacture the fenders shall as a minimum have the properties shown below:

Properties of rubber for fenders

Property	Requirement	Testing Standard
<u>Before aging:</u>		
Tensile strength	Min.15 N/mm ²	DIN 53504
Elongation	Min.300%	DIN 53504
Hardness	Max. 77 deg.	DIN 53505, Shore A
<u>After aging:</u>		Aging through air heating
Tensile Strength	Min. 80% of original value	DIN 53508
Elongation	Min. 80% of original value	DIN 53508
Hardness	Max. original value +8 deg.	DIN 53508 DIN 53505, Shore A
<u>Ozon resistance</u>	Crack formation step O	DIN 53509, 24 hours, 50 pphrn
<u>Resistance to sea water:</u>		DIN 86076, Section 8.8 over 28 days in artificial sea water at 95 ± 2° C
Change in hardness	Max ± 10 share A Max + 10% or -5%	
Change in volume		
Tear resistance	Min.70 N/cm	DIN 53507
Compression set	Max.30%	BS 903 A.6
Abrasion resistance	Max. 1.5 cc	DIN 53516 3000 revolutions

The requirements for the fastening materials shall be as indicated on the drawings.

3.2.2 Manufacturing requirements

The fenders shall be V-shaped elastomeric units, with sliding frames. The energy absorption at 50% deflection of a single fender shall be not less than 950 kNm, with a corresponding reaction force of maximum 2300 kN. The projection of the fender from the face of the wharf shall be 1.12 m maximum in line with the existing fender.

The contractor shall submit to the Engineer full detail including performance tables of the rubber fenders he proposes prior to placing any order. The manufacturer shall be to the approval of the Engineer.

The fenders shall be supplied with a manufacturer's test certificate showing that it conforms in all respects with the appropriate standards and specifications.

3.2.3 Testing of Fender Units

10% of all fender units are to undergo full scale compression tests either at a reputable independent facility or at the manufacturer's test facility. The location and all details of the tests are to be to the approval of the Engineer. If the tests are carried out at the manufacturer's facility, the contractor shall arrange for a reputable independent inspector to check the calibration of the testing, monitor the test and confirm that the results are correct. The contractor shall also provide every facility for the Engineer to witness the tests.

One fender unit shall be selected at random from each ten units produced of a particular size, grade and specification, or part batch of 10. Where different moulds are used or the manufacturing process is altered, for the purpose of this clause this shall be treated as a new batch of fenders.

The unit shall be vertically compressed to the rated deflection at a speed of between 20 to 80 millimeters per minute. The load and deflection shall be recorded with a precision of 0.1 tonne force and 0.5mm respectively. The value of energy absorption shall be expressed in tf.m and shall be obtained from the reaction load/deflection curve.

The fender shall be compressed three times, and the test result shall be the average of the second and third tests. The average value shall not be less than 10% below the prescribed performance value for the energy absorption and not more than 10% above the prescribed value for the reaction load.

If the fender unit does not satisfy the test it shall be rejected, and the other units represented by the test units shall also be rejected unless they are individually proved to be satisfactory by further testing.

Full records of the tests shall be kept on approved forms and submitted to the Engineer within two weeks of the test. The records shall include:

- (a) Date and details of testing location
- (b) Details of testing equipment, including calibration
- (c) Unique reference number of fender unit
- (d) Reference numbers of other units from which the unit has been selected and which the unit represents
- (e) Test results for all three tests including rate of completion
- (f) Room temperature at time of test
- (g) Name of supervisor responsible for test
- (h) Signature of supervisor confirming all the recorded test details are correct
- (i) Where the supervisor is not independent, the signature of the reputable independent inspector confirming that the details are correct

All costs for testing in respect of this clause shall be included in the rates for supply of fenders.

3.2 Handling, Storage

Fender rubbers shall be handled and stored in accordance with the manufacturer's instructions. Fenders shall normally be stored in the protection packing in which they have been transported

Fenders shall be handled in such a way as to prevent them from being distorted, overstressed or damaged in any way.

All slings, ropes or chains used for handling fenders shall be rubber or nylon sheathed. Face frames shall be fitted with permanent lifting eyes.

Great care shall be taken to prevent cutting or tearing of the rubber, particularly in the area of the embedded base plate and around the bolts holes and water recesses in the fender base flanges or fins.

3.3 Records of Fender Units

The fender units are to be permanently marked with a unique reference so that they can be individually identified during both construction and once incorporated into the permanent works. For the latter case the marks are to be legible to someone standing on the wharf.

Full details of manufacture and installation are to be kept on forms to the approval of the Engineer, including:

- (a) Identification marks
- (b) Manufacturer and location of manufacture
- (c) Size and rubber grade of each unit
- (d) Method of manufacture
- (e) Mould reference and supervisor in charge
- (f) Date(s) of manufacture
- (g) Location of unit in works and date of installation
- (h) Test Results
- (i) Other relevant information
- (j) Signatures verifying that details are correct

Preliminary forms shall be submitted to the Engineer prior to delivery to site. Final forms shall be submitted not later than two weeks after supply of fenders.

Dy. General Manager (C)

SECTION 4

GENERAL CONDITIONS OF CONTRACT

4.1 Definitions and interpretations

In the contract (as hereinafter defined) the following words expression shall have the meanings assigned to them except where the context otherwise requires.

- a) "Board" means the board of directors of Ennore port Limited incorporated under company's Act 1956(Hereinafter referred as to EPL)
- b) "Chairman-cum-Managing Director (CMD) means the Chairman of Board Directors of EPL, (herein after referred as CMD)
- c) "Director (OP)" means the Director for operations of EPL
- d) "Director (OP) representative" means the assistant of Director (OP) to perform the duties as may be specified in the contract.
- e) "Contract" means the general and special conditions, Price schedule, Drawings, specifications, Drawings, priced Bill of Quantities, tender document and contract Agreement.
- f) "Contractor" means the person or persons, firm or company whose tender has been accepted by the EPL
- g) "Contract Price" means the amount quoted in the tender subject to such conditions thereto or deductions there from as may be made in the provisions hereinafter contained.
- h) "Drawings" means the drawings referred to in the contract agreement and any modifications of such drawings approved in writing by the Director (Operations) and other such drawings as may from time to time be furnished or approved in writing by the Director (OP)
- i) "Site" means the lands and others places on/under/in/of, through which the works are to be executed or carried out and any other lands or places provided by the Board for the purpose of the contract.
- j) 'Temporary Work" means temporary works of every kind required in the operation and maintenance of the works and which do not form an item of the work or works. "Works" means the work to be executed in accordance with the contract under the relevant schedules

- k) "Employer" means EPL and its different functionaries entrusted with the responsibilities of such functionaries.

4.2 The contract:

The contractor shall perform "Supply of Rubber Dock fenders for Coal Wharfs of Ennore Port " under this contract in the accordance with the Terms and Conditions set-forth in the Tender Documents.

4.3 Period of Contract:

The Period of Contract is 4 months commencing from the issue of the work order.

4.4 Termination of the contract:

The progress of the work at each stage shall be subject to the approval of the Director (O) whose decision is final and binding on the Tenderer. The Director (O) reserves to himself the right to cancel the contract for unsatisfactory performances & progress in the work at any stage.

4.5 Programme and progress of work:

The contractor shall submit a program to EPL for the approval of Director (O)/ his representative for execution of the work during the contract period.

4.6 Water supply and Electricity:

The contractor will make his own arrangement for water supply and electricity required for the execution of works covered in this contract.

4.7 Safety of materials brought to site:

The contractor will arrange his own watch and ward for the safety and security of materials brought to the site and against any damage.

4.8 Forfeiture of Security:

If the Performance Security or any part thereof forfeited by EPL, the Contractor shall make good the Performance Security so forfeited within a

fortnight thereafter or such further time as EPL may grant failing which EPL may terminate the contract.

4.9 Defects Liability Period:

The Defects Liability Period shall mean a period of **twelve** months from the date of completion of the entire works certified by the DGM(C) in accordance with the contractual obligations. The rates quoted in the Schedule of Quantities include provisions for maintaining the work executed under this contract free from defects for the Defects Liability Period.

4.10 Rate of progress:

The progress of the work at each stage will be subject to the approval of the Director (O) ,whose decision as to the rate of progress at each stage shall be final and binding on the Contractor. EPL reserves the right to cancel the contract for unsatisfactory progress in the work at any stage.

4.11 Extension of time:

If the progress of work is held up owing to circumstances, which in the opinion of EPL are beyond the control of the Contractor, such as stormy weather and other reasonable causes, EPL may, at this discretion, grant to the Contractor such extension of time as he considers reasonable for the completion of the work. The grant of such extension of time will not bestow on them any claim or compensation/extra payment at a future dates whatsoever.

4.12 Liquidated damages for delay:

If the Contractor fails to complete the work in all respects within the time specified or within the extended time that may be allowed by EPL, the Contractor shall pay or allow EPL a sum equivalent to ½% (half percent) per week or part thereof of the total value of the contract, subject to a maximum of 10% of the total value of the contract as liquidated and ascertained damages and not by way of penalty for every week or part thereof beyond the said period or extended period as the case may be during which the work shall remain unfinished. Such damages will be deducted from any money due or to become due to the Contractor.

4.13 Supply of plant, materials and labour:

Except where otherwise specified in the contract, the contractor shall at his own expense, supply and provide all the constructional plant, temporary works, (materials both for temporary and for works under the contract, labour include the supervision thereof) transport to or from the site and in and about the works) and other things of every kind/required for the constructional completion of the works.

4.14 Security and safety:

The contractor shall at his own cost make due arrangements for the proper watch and safety of all men & materials and plants supplied by him for use on this work. He shall not remove such constructions plant or materials from the site without the permission of the Director (O). If any of these materials or constructional plants are lost or damaged in any way due to negligence or carelessness on the part of the Contractor as determined by the Director (O) shall be recovered from the Contractor from any moneys due to him or become due to him.

4.15 Assignment and subletting:

The Contractor shall not assign the contract or any part thereof any benefit or interest therein or there under without the written consent of EPL. The Contractor shall not sublet the whole of the works.

4.16 Accidents/injury/damages to persons, property and work:

The Contractor shall be solely responsible for any accident, damages or injury caused to any of his employees or EPL's employees in the execution of the works and shall hold EPL blameless in respect thereof and also in respect of any claim made by any person in the employment of the Contractor for any reason whatsoever.

The Contractor shall be responsible for all structural or decorative damage to EPL's or his own property and for injury caused by the works or workman in his employment to persons, animals or things and shall indemnify EPL against any claims or actions arising therefore. He shall also be responsible for any

injuries or damages caused to the works by inclemency of weather, outbreak of fire and shall rectify at his own cost all such damages and thoroughly complete the work.

4.17 Reporting of accidents:

The Contractor shall be solely responsible for reporting to EPL, and Police Department immediately of any serious or fatal accidents at any place in the work area to any of his employees/workmen engaged by him.

4.18 Payment on completion of work:

Payment @ 80% of the supply value shall be made for the satisfactory supply i.e. on receipt of fenders in good condition at Ennore Port and the balance 20% shall be released after the satisfactory erection of fenders at site. Erection charges will be released after erection and satisfactory function.

4.20 Release of Performance Security:

Upon the issue of the Taking over Certificate with respect to the whole of the Works, part of the Performance Security, retained EMD shall be released to the contractor. The Performance Security held in the form of Bank Guarantee will be released by EPL after the issue of Defects Liability Certificate by the EPL

4.21 Cost of remedying defects:

If during the Defects Liability Period any defects are noticed which in the opinion of the EPL are due to bad materials used or defective workmanship, the Contractor failing to do this within a notified time, EPL may arrange for such repairs to be carried out and deduct the cost of such rectification of the defects from the amount held in the form of Performance Security without prejudice to the recovery of any amount that may have been spent in excess of the deposit.

4.22 Settlement of disputes:

Any dispute or difference of any kind whatsoever arising between the contractor and the EPL in connection with or arising out of contract, the execution of the contract, whether during the execution of contract or after

completion and whether before/after the determination, abandonment or breach of contract can be amicably settled through discussions between the parties. If required, the dispute or difference can be referred to the Chairman-cum-Managing Director, EPL for settlement and his decision is final and binding. In no case, shall the work be stopped consequent on such a dispute arising. Pendency of any dispute or reference shall not be a ground or an excuse for not executing the contract till the stipulated period.

4.23 Removal of workman:

The Contractor shall employ in and about the execution of the works only such persons as are careful skilled and experienced, in their several trades and calling to the approval of the EPL . The EPL shall be at liberty to object to and to require the Contractor to remove from the above works any persons employed by the Contractor in or about the execution of the works who in the opinion of the EPL , misconduct himself or incompetent or negligent in the proper performance of his duties and such persons shall not be again employed in the works without the written permission of the EPL.

Entry into port is based on prior permission. The contractor has to obtain entry passes for the entire workforce to be deployed for the work. Contractor shall also submit a list of tools, vehicles, equipments, machinery, etc which will be used for the work and obtain prior permission for their entry as well as exit. The contractor has to take action well in advance for obtaining permission, passes etc., so as to as avoid delay to the work.

4.24 Alteration, addition and omission:

EPL reserves to itself the right to amend / alter / omit / modify the drawings / specifications of the works at any stage of the work referred to in the Drawings and Schedule of Quantities.

4.25 Further drawings and instructions:

The EPL shall have full power and authority to supply to the Contractor from time to time during the progress of the works of the works such further drawings and instruction as necessary for the purpose of the proper and

adequate execution of the works and the Contractor shall carry out and be bound by the same.

4.26 Notices to the Contractor:

Any notice to the Contractor shall be deemed to be sufficiently served if given or left in writing at his usual or last known place of abode or business or at site.

4.27 Rounding off of payment:

All payments made by EPL to the Contractor under this contract shall be rounded off to the nearest rupee.

4.28 Termination:

The Contract is liable for cancellation if either the Contractor himself or any of his employees is found to be a person who has held class I post under EPL immediately before retirement and has within two years of such retirement accepted, without obtaining the previous permission of EPL or employment as Contractor for or in connection with the execution of the public works or as an employee of such Contractor. If the contract is terminated on account of the failure of the Contractor to comply with the above clause, EPL shall be entitled to recover from him such damages as may be determined by the Engineer with due regard to the inconvenience caused to EPL on account of such termination without prejudice to EPL's right to proceed against such officer.

4.29 Rates to include:

It must be clearly understood that the rates quoted in the Schedule of Quantities / Bill of Quantities are inclusive of the cost of all materials, transport, insurance in transition, labour, tools and plants, equipment, etc., required to execute the works as per the specifications, drawings and conditions of the contract. The rates shall also include all taxes, VAT and cess, duties, levies, Contractor's over heads and profits, etc as well as cost of all tests of materials and components.

4.30 Singular / Plural:

In these conditions unless there is something in this subject or context inconsistent therewith words importing the singular shall include the plural and vice versa words importing the masculine gender shall include the feminine and words importing persons shall include bodies corporate.

Dy. General Manager (C)