

**MERCATOR LIMITED, MUMBAI. INDIA
DREDGING DIVISION [TECHNICAL]**

Ref: ML / DREDGER / 18-19

**FAST TRACK TENDER FOR REFLOATING OF MERCATOR OWNED DREDGER “VEERA PREM”
AGROUND OFF KARAIKAL SHORE ON “NO CURE NO PAY” BASIS**

Mercator Limited (ML), as Owner invites sealed quotations from experienced and technically competent firms fulfilling the required criteria as mentioned in the tender specifications below. The interested parties meeting the requisite criterion may only send their bids in a sealed envelope addressed to the President [Dredging Division], Mercator Limited, 31, Mittal Towers, B-Wing, Nariman Point, Mumbai 400 021. INDIA (Or) Email: tender.vp@mercator.in. The envelope should be prominently super scribed “**REFLOATING OF DREDGER VEERA PREM - REF: ML / DREDGER / 18-19**” and should reach our office at abovementioned address latest by 20.12.2018 by 1500 hrs.

Having satisfied yourselves as to the prevailing condition of the vessel, local facilities and local regulations, you are hereby invited to tender for the work of salvaging of the same in sealed bids on “No Cure No Pay” on lump sum basis, as per the following conditions:

01. Position and Condition of the Vessel

On 16.12.2018, due to rough weather emanating from severe storm GAJA, the vessel’s anchor dragged, drifted and grounded at Vanjiur, off Karaikal Shore, North of Kariakal Port, Pondicherry. Presently the Dredger is fully manned with 24 crew onboard. Port Main Engine under repairs. The Dredger is aground off Karaikal Shore at 1 m contour line without any breach of the hull or its bottom. Position 10°51’38.09” N and 079°51’13.45” E.

02. Water depth

The depth of water at the aforesaid position is approximately 1-2 meters

03. Vessel Specifications

Details on Fuel / Lub onboard – RoB

HFHSD	- 2.27 KL
FO	- 250 KL
Lubricant	- 01 KL

Specifications of the Dredger as follows

VESSEL'S NAME VEERA PREM
TYPE TRAILING SUCTION HOPPER DREDGER
FLAG INDIAN
IMO NO. 7026479
CLASS IRS/BV
BUILDERS IHC Smit NV, Kinderdijk Netherlands
DELIVERY 1970, Re-built in 1985
MOLDED DIMENSIONS 124.06 m (LOA)
BREADTH MLD 23.04 m
DEPTH MLD 11.0 m
G.R.T/N.R.T 9,640/3,463 TONS
M3 (VOLUME) 11,300 m ³
DESIGNED SPEED 14.0 Knots
MAX. DREDGING DEPTH 38 m
MAIN ENGINE
02 x Deutz, RSBV 12M640, 4 stroke, 12 cylinder, total power
10,449KW, 14,206BHP @ 650 rpm Built by Kloeckner-Humboldt
Deutz AG, Koln – West Germany.
AUX ENGINE 2 x 880KVA shaft generators + 2 x 320 KVA + 1 x 160KVA
JET PUMP 02 x IHC, motor driven, 500KW each
DREDGER PUMP 02 x IHC, motor driven, 1,900 kW each, total 6,000 m ³ /hr.
DREDGER PUMP ENGINE 2133 kW @ 190 RPM
BALLAST TANK CAPACITY 869.9 MT
DRAFT 8.28 m
COMPLIMENT 24 PERSONS ONBOARD AS ON DATE
LIFEBOAT CAPACITY PORT/STBD: 35/35 PERSONS
CERTIFIED ACCOMMODATION 33 PERSONS

04. Scope of Work

1. To refloat the vessel with oils and lubricant as detailed in Para 3.0, tow the vessel from its present position and redeliver the same safely to the Owners or Owners Representatives either at safe berth or in the wet basin of the Colombo Dry Dock, Sri Lanka. The Bidder should take extreme care so as not to disturb the marine environment and any floating or fixed structures nearby. To ensure above, the Bidder shall ensure that a suitable equipment / gears are deployed so that the entire operation can be done under controlled conditions.
2. The Vessel needs to be delivered to the Owners or Owners authorized representative either at safe berth or in the wet basin of the Colombo Dry Dock, Sri Lanka. All necessary permits in respect of execution of the work and delivery of the vessel are to be obtained by the Bidder. The Bidder shall take extreme care to avoid any pollution, all requisite permission, permits and approvals for oil

removal and refloating operations shall be the responsibility of the Bidder. The Owner shall assist in exportation formalities by providing requisite letter to the authorities.

3. Since time is of the essence, the job is to be executed in the minimum possible time frame. The time taken for mobilization at site / commencement of the work as well as the time taken for completion of the work shall be of paramount importance. The complete scope of work should be completed within three weeks from the date of Letter of Award (LoA) including mobilization of necessary equipment, craft and personnel. Any delay beyond three weeks will attract penalty of 0.5% of contract money per day for each day's delay or part of it thereof, subject to maximum of 10% of the contract value.

05. Experience of the Bidder

Only such Bidders who are suitably experienced and qualified will be technically acceptable, as follows. The Bidder should be an experienced re-floatation / salvor with a proven track record of re-floating / salvage jobs, preferably in India or in Asian Countries. A list of re-floating / salvage jobs executed in the last three years must be submitted, with documentary proof of the same. The Bidder should be financially sound so as to be able to mobilize the necessary financial and other resources in the shortest possible time frame and to sustain the job in case the work over-runs the stipulated time frame. Bidder is required to attach the audited annual accounts (i.e. Balance sheet and Profit & Loss Account), for the last two years to establish their financial soundness. Bidder shall either own / despondent owner / controlled at least 80 T Bollard Pull Tug with all necessary gears and equipment including but limited to towing gears.

06. Methodology and Technical Details

The Technical proposal should include the following

1. Proposed Methodology for execution of the job, with calculations where relevant.
2. Time frame for completion.
3. Detailed list of equipment to be mobilized, including details of marine craft, dredge / de-watering pumps and necessary equipment, etc.
4. List of personnel to be deployed, including experience of key personnel
5. Schedule of Work with Milestones.

07. Submission of Bids and Pricing Terms

Bids must be submitted in two parts, with Technical bid and Price bid both separately sealed, latest by 1500 hrs on 20.12. 2018. Bidders should clearly indicate only one all-inclusive lump sum figure, with the currency and mode of payment. The price should include all applicable taxes, duties, royalty, GST, withholding tax and etc. if any levied by the Central or Local Govt. on the services, income, equipment and other items of the Bidder. The Owners will not take any responsibility for any such payments, except the lump sum price quoted by the Bidder. The work is to be carried out on 'No cure-no Pay' basis. The payment shall be made within 15

working days from the date of the receipt of invoice complete in all respects duly certified by the Representative (of reputed Surveyor) after successful completion of the work.

08. Expenses and Costs to be incurred

All expenses either directly and or indirectly incurred by the bidder and/or his agents, managers in preparation and submission of the tender and for any negotiations, thereafter, will be borne entirely by the bidder.

09. Permissions and Permits

Permission / Permit from local authorities and Directorate General of Shipping, Indian Navy / Coast Guard to work will be facilitated by Owners / or Owners Representative to the extent of issuing letters to authorities. However, all the responsibilities always lie with the Bidder.

10. Contact Details

For any queries on this enquiry, the bidder shall write to

President [Dredging Division],
Mercator Limited, 31, Mittal Towers, B-Wing,
Nariman Point, Mumbai 400 021. INDIA
Email: tender.vp@mercator.in.

11. Loss and /or damage to craft and equipment

The following shall be at the sole account of the Bidders / Contractors without any recourse to the owners of the property to be re-floated, their servants or agents or insurers, Managers, provided the same is not due to a breach of this agreement, negligence or any fault on the part of the owners of the property to be re-floated:

1. Loss or damage arising out of whatsoever nature, howsoever sustained by the Bidders' owned, chartered or hired craft and equipment.
2. Loss / damage or liability arising out of whatsoever nature caused to property other than the property to be re-floated by reason of contact by the Bidders' / Contractors' craft or equipment or otherwise

13. Loss of life and personal injury

The Bidder / Contractor will indemnify and hold the Owners / Managers of the 'property to be re-floated' harmless in respect of any loss of life or personal injury to any of the Bidder's/Bidder's personnel or to any third-party during re-floatation, howsoever arising. The Bidder / Contractor shall indemnify and hold Owners / Managers harmless against any claims, damages, arising as a consequence, out of any of his action / actions by his employees, servants, agents or sub-Bidders.

14. General

The issue of this invitation to bid shall not in any way bind or obligate the interest of the vessel DREDGER VEERA PREM or her Owners / Managers to enter into any contract with the bidder. No bidder may consider self-successful until a formal contract is executed and signed

1. The Owners/Managers reserve the right to accept or reject any offer without assigning any reason whatsoever.
2. Late submission of the tender shall not be entertained and shall be summarily rejected.
3. Bids that do not accompany full information or any misleading information submitted by the Bidder, shall be summarily rejected and no further information shall be sought from such Bidder.
4. No telephonic calls after the bid submission shall be entertained.
5. Applicable Republic of India Municipal and International Laws shall apply. In the event of any dispute the same shall be referred to the panel of Arbitrators in accordance to the Arbitration and Conciliation Act with seat of Arbitration at Mumbai.
6. The Owner / Manager and or its authorized representative shall sign the WRECKFIXED 2010 – International Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) with the successful Bidder.
7. General Arrangement Plan and Tank Capacity Plan are appended along the tender form.

15. Termination

Owners/Managers reserve the right to terminate the contract at any point of time they consider after the expiry of the stipulated time as mentioned in Clause 4 (3) of this tender document