To

Sirs,

Sub: WRECK REMOVAL- REMOVAL OF WRECK "M.V.NILE PROGRESS" LYING UNDER WATER ON "NO CURE NO PAY" BASIS AT CHENNAI PORT TRUST- Budgetary offer - Called for - Regarding.

Budgetary offers are invited from interested firms by the undersigned for carrying out WRECK REMOVAL OF Sunken Barge "M.V.NILE PROGRESS" LYING UNDER WATER ON "NO CURE NO PAY" BASIS AT CHENNAI PORT TRUST. Kindly arrange to send your budgetary offer in the enclosed format on or before 04.05.2017 to Deputy Conservator, Marine Department, Chennai Port Trust, Rajaji Salai, Chennai – 600001.

Yours faithfully,

Date: 13.04.2017

DEPUTY CONSERVATOR.

NO. G1/303 / 2017 /M BUDGETARY OFFER

REMOVAL OF WRECK "M.V.NILE PROGRESS" LYING UNDER WATER ON "NO CURE NO PAY" BASIS AT CHENNAI PORT TRUST

SCHEDULE OF WORK

COST SCHEDULE "A1"

S.No.	DETAILS OF WORK	AMOUNT
		RS.
	WRECK REMOVAL OF VESSEL "N	M.V.NILE PROGRESS"
1)	Lump sum cost for carrying out the	
	WRECK REMOVAL of Sunken Vessel	Rs/-
	"M.V.Nile Progress".	
	This require to carry out in two stages	
	Stage1: Shifting - Shifting of Sunken vessel	
	from present position to apprx. 20 metres	(In words: Rupees
	towards North Groyne in a suitable location	1 \
	in order to resume Port's operation with	only)
	regard to facilitating berthing of Coast	
	Guard vessels to nearby Berth.	
	Time Period Permitted: 15 trust	
	working days from the date of	
	execution of agreement.	
	Stage2: Wreck Removal – complete removal of wreck of Sunken vessel "M.L.Nile	
	Progress" from under water in safe and secure manner without interrupting any	
	normal operation of the Port. The Contractor is required remove and transport complete	
	wreck to the designated place as identified by	
	Chennai Port Trust at risk and cost of the	
	Contractor.	
	Time Period Permitted: 90 calendar	
	days from the date of execution of	
	agreement.	
C \		D.
2)	Service Tax@%	Rs
	Total Amount	

Signature of the Contractor Date& Stamp

BUDGETARY OFFER FOR REMOVAL OF WRECK "M.V. NILE PROGRESS" LYING UNDER WATER ON "NO CURE NO PAY" BASIS AT CHENNAI PORT TRUST

TECHNICAL SPECIFICATIONS SCHEDULE- A

GENERAL

The Budgetary offer is to be sent in a sealed cover addressed to Deputy Conservator, Marine Department, Chennai Port Trust, Rajaji Salai, Chennai – 600001 superscribing "QUOTATION FOR REMOVAL OF WRECK OF SUNKEN BARGE "NILE PROGRESS" on or before 1430 hours on 04.05.2017.

SCOPE OF WORK:

WRECK REMOVAL OF SUNKEN VESSEL "M.V. NILE PROGRESS":

This require to carry out in two stages

<u>Stage1:</u> **Shifting** - Shifting of Sunken vessel from present position to apprx. 20 metres towards North Groyne in a suitable location in order to resume Port's operation with regard to facilitating berthing of Coast Guard vessels to nearby Berth.

Time Period Permitted: 15 trust working days from the date of execution of agreement.

<u>Stage2</u>: **Wreck Removal** – complete removal of wreck of Sunken vessel "M.L.Nile Progress" from under water in safe and secure manner without interrupting any normal operation of the Port. The Contractor is required remove and transport complete wreck to the designated place as identified by Chennai Port Trust at risk and cost of the Contractor.

Time Period Permitted: 90 calendar days from the date of execution of agreement <u>GENERAL TERMS AND CONDITIONS</u>

- 1 The rates quoted shall be inclusive of all cost till the completion of the work and no claim in this regard will be entertained at a later stage for any upward revision. Taxes and other levies if any shall be clearly indicated seperately.
- 2 Interested firms are required to attach necessary documents to show their past experience in carrying out similar works. The budgetary offers received without such documents may not be considered for evaluation. Similar works means underwater salvage work or wreck removal.
- 3 The D.C. reserves the right to consider or reject any budgetary offer received without assigning any reasons whatsoever. It may also be noted that the receipt of budgetary offer alone will not lead to selection of contractor for the work, but it may/maynot be used to short list capable and interested firms in the upcoming Tendering Process at the sole discretion of Deputy Conservator.
- 4 Those who intend to quote are advised to inspect the site after obtaining permission from DM I /HM/DC
- 5 The contractor shall execute an agreement within 15 days from the date of receipt of work order
- 6 The contractor shall commence the work within 15 days from the date of receipt of work order. But it may be noted that the contractor will be

- allowed to commence the work only after the payment of Security Deposit/performance guarantee and execution of the agreement
- 7 No tools and equipments will be supplied by the Trust and all equipments, cranes, lifting gears, transportation arrangements, permissions etc required in connection with the wreck removal work shall be done by the contractor alone. Chennai Port Trust shall provide the Contractor with all reasonable assistance in obtaining permissions, if any required in this connection
- 8 The contractor shall be solely responsible for any accident, damage or injury caused to any of his employees / vehicles while carrying out the work and Marine Department & Chennai Port Trust will not be responsible for any claims made by any person in the employment of the contractor for any reason what so ever.
- 9 The contractor shall conform to the regulations and by-laws of the Chennai Port Trust Board and of all other local authorities such as the Corporation of Chennai, the Factories Act, the labour Rules and Regulations, the Government Customs, Dock Safety Regulations and Police Department etc., The contractor shall conform to rules, regulations, etc., concerning injury to workmen compensation for injury to workmen, insurance for workmen etc., The contractor shall also conform to contract labour (Regulations and Abolition) Central Rules 1971 etc.
- 10 The contractor shall pay 10% of the total value of the contract towards Performance guarantee within 15 days from the date of receipt of work order which will be refunded after satisfactory completion of the guarantee period.
- 11 The successful contractor shall commence the work within 7 days from the date of receipt of the work order.
- 12 For delay in completion of work, the sum equivalent to ½ % of the contract value per week subject to the maximum of 10% of the value of the contract will be levied as Liquidated and ascertained damages and not by way of penalty. It may be noted that Liquidated Damages ½ % per week is applicable for the delay to complete each stage separately with an overall sealing of 10% of total contract value. However, incase Contractor by any reasons, unable to complete Stage1 and desires to proceed to Stage2 works at any time after the commencement of work, the same shall be intimated to DC in writing & the same may be permitted by DC in his sole discretion after applying a separate penalty which amounts to 5% of total contract value & in such case LD for delays in Stage2 work alone will be counted for applying maximum LD which is 10% of total contract value.
- 13 The firm shall make their own transport arrangements for everything in connection with this contract and shall obtain necessary harbour entry permit for the vehicle / personnel at his own cost.
- 14 The Deputy Conservator / Person authorized by him has full powers to adopt any means to ascertain whether the work carried out satisfactorily and as per the requirement of contract.

- 15 Payment shall be made within 30 days from the date of acceptance of the work and submission of proper bill in the Trust Format.
- 16 The decision of the Deputy Conservator shall be final on any dispute arising in any manner regarding this work
- 17 Note: Those who are submitting the budgetary offer must enclose the self attested copy of PAN, Service Tax Registration No. Otherwise the budgetary offer maynot be considered.
- 18 For any further clarifications, the Contractor shall contact the DockMaster-1/Harbour Master, 6th floor of Centenary Building, Chennai Port Trust, Rajai Salai, Chennai -600001. Telephone No: 25362201, Extn. 2264 or 044-25365906(Direct)

DEPUTY CONSERVATOR

CHENNAI PORT TRUST MARINE DEPARTMENT

ESI Clause:

The clauses related to Implementation of ESI Act, 1948.

- (a) As per the Govt.Notification dated 20.07.09, Chennai Port Trust has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Trust, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages / salary up to Rs.15,000/- per month. Workers covered under ESI Act, are entitled for full medical care for self and family. Besides, cash benefit in the event of sickness, maternity and employment injury. Accordingly, the contractual / casual employees drawing wages upto Rs.15,000/- per month employed either directly by Port Trust or through contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 4.75% plus employees' share of 1.75% which is payable on or before 21st of the following month, to which the salary relates.
- (b) In case of Contractor employs more than 20 employees, they should register their name with ESI as per ESI Act, 1948 and obtain ESI Code. Both Employers share of 4.75% and Employees contribution of 1.75% (recovered from employees), totally 6.5% to be paid as contribution to ESI in their code on or before 21st of following month to which the salary relates and acknowledgement for the same shall be submitted to the Port while claiming the bill. The bill without the acknowledgment of ESI contribution will not be entertained. In case the contractor has not paid the ESI Contribution same will be recovered in the running bill and paid to the ESI Corporation in contractor's code. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.
- (c) In case the contractor employs less than 20 employees, the list of employees' names, their father's name, identification proof, one passport photo shall be submitted to the Port Trust. The contribution of ESI amount, both Employers share of 4.75% and Employees contribution of 1.75% (recovered from Employees salary), totally 6.5% shall be paid by the Contractor in the Chennai Port Trust Code on or before 21st of the following month to which the salary relates or otherwise payment to the contractor will be withheld. If the Contractor fails to comply with the above instruction, then the Principal Employer (Chennai Port Trust) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the contractor. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.
- (d) As per the above Government Notification
 - (i) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.

- (ii) In case they are covered under ESI Act, they have to furnish the details of registration.
- (iii) In case the tenderer does not possess ESI Registration at the time of participation in the Tender, then they should obtain registration under ESI Regulations before award of the work by Chennai port Trust and submit the same within 30 days from the date of issue of work order. Any payment towards the work order will be made only after compliance of the ESI Regulation.
- (iv) The tenderer shall submit his first bill together with evidence of having obtained registration under ESI Regulations and only then the bill will be processed for payment. Subsequently, the tenderer should periodically submit to Chennai Port the Form 6 prescribed under ESI Regulations along with the proof for having remitted the dues under ESI Regulations in respect of the workers/labours employed for the work awarded by Chennai Port to facilitate making payment for the bills of the Contractor.
- (v) In case the tenderer are not covered under ESI Act, or exempted, they would furnish necessary documents along with an affidavit in original affirming before a first class Judicial Magistrate in a NonJudicial Stamp Paper worth Rs.20.00 to that effect.
- (vi) In case they are not covered under ESI Act, they must additionally indemnify ChPT against all damages & accident occuring to his labour in a Non-Judicial Stamp Paper worth Rs.100/-

DEPUTY CONSERVATOR CHENNAI PORT TRUST

POSITION OF SUNKEN BARGE

From the acquired data from the scanning sonar, important positions of the sunken barge which were identified are listed below.

No	Description	Latitude(DMS)	Longitude(DMS)
P1	Console location	13°5′57.52″	80°17′57.52″
P2	Corner pile end	13°5′57.33″	80°17′57.44″
P3	Barge edge	13°5′56.78″	80°17′58.11″
P4	Barge Aft edge	13°5′56.98″	80°17′59.05″
P5	Barge Aft edge	13°5′56.71″	80°17′59.20″
P6	Jetty	13°5′57.7″	80°17′59.28″
P7	Stairs edge	13°5′58.12″	80°17′57.84″
P8	Barge	13°5′57.00″	80°17′58.02″



PARTICULARS OF SUNKEN BARGE "M.V.NILE PROGRESS"

