



TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LTD.

SPECIFICATION NO:

COAL(SHIP) – 105 DT. 24.03.2022

E-TENDER FOR

CONTRACT OF AFFREIGHTMENT FOR MOVEMENT OF 9.00 LAKH TONNES +/-10% DOMESTIC COAL FROM PARADIP TO KARAIKAL PORT AND FROM PARADIP TO NORTH COAL BERTH 1 OF VOC PORT, TUTICORIN BY ULTRAMAX OR PANAMAX GEARLESS VESSELS FOR A PERIOD OF 6 MONTHS +/- 15 DAYS CHARTERER'S OPTION

Tender No. COAL (SHIP)- 105 DT. 24.03.2022**INDEX**

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SECTION I

NOTICE INVITING TENDER

TAMIL NADU GENERATION AND DISTRIBUTION CORPORATION LIMITED

E-tender through e-procurement platform at <https://tntenders.gov.in/nicgep/app> as per the instructions in the tender specification Coal (SHIP)- 105 Dated 24.03.2022 for coastal movement of coal by TANGEDCO on Contract of affreightment basis:

| Sl no: | Specification No. | Description of Work/Materials | Due date & Time for submission of e-tender |
|--------|--|---|--|
| 1 | Coal (SHIP) - 105 Dated 24.03.2022 | CONTRACT OF AFFREIGHTMENT FOR MOVEMENT OF 9.00 LAKH TONNES +/-10% DOMESTIC COAL FROM PARADIP TO KARAIKAL PORT AND FROM PARADIP TO NORTH COAL BERTH 1 OF VOC PORT, TUTICORIN BY ULTRAMAX OR PANAMAX GEARLESS VESSELS FOR A PERIOD OF 6 MONTHS +/- 15 DAYS CHARTERER'S OPTION | 29.04.2022 Upto 14:30 Hours. |

Submission of E-Tender: THROUGH THIS HYPERLINK <https://tntenders.gov.in/nicgep/app>

Date & Time of commencement of
download of Tender Specification : 14:30 Hrs. on 31.03.2022

Date & Time of closing of
download of Tender Specification : 14:30 Hrs on 29.04.2022

Soft copy of Tender Specification:

The tender specification can be downloaded from TANGEDCO website www.tangedco.gov.in, from Tamil Nadu Government Web site i.e. www.tenders.tn.gov.in and from National Informatics Center website <https://tntenders.gov.in/nicgep/app> free of cost.

Tender will be opened: Through the NIC portal <https://tntenders.gov.in/nicgep/app>

CHIEF ENGINEER/MECH/COAL
TANGEDCO/CHENNAI-2

SECTION II

TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LTD. (TANGEDCO)

SPECIFICATION NO. COAL(SHIP) - 105, DT. 24.03.2022

FOREWORD

| | | |
|----|---|---|
| 1) | Name of the work | CONTRACT OF AFFREIGHTMENT FOR MOVEMENT OF 9.00 LAKH TONNES +/-10% DOMESTIC COAL FROM PARADIP TO KARAIKAL PORT AND FROM PARADIP TO NORTH COAL BERTH 1 OF VOC PORT, TUTICORIN BY ULTRAMAX OR PANAMAX GEARLESS VESSELS FOR A PERIOD OF 6 MONTHS +/- 15 DAYS CHARTERER'S OPTION |
| 2) | TYPE OF TENDER | TWO PART OPEN TENDER |
| 3) | Date & Time of commencement of download of Tender Specification | 14:30 Hrs. on 31.03.2022 |
| 4) | Date & Time of closing of download of Tender Specification | 14:30 Hrs on 29.04.2022 |
| 5) | Clarification of documents & Specification | As mentioned in clause No.5.0 of Section IV |
| 6) | Due Date and Time for Submission of Techno- Commercial bid and Price bid in the e-procurement platform at https://tntenders.gov.in/nicgep/app | <div>Submission : 14:30 Hrs on 29.04.2022</div> <div>Opening of technical bid: 14:30 Hrs on 30.04.2022</div> |

| | | |
|----|-----------------------------------|--|
| 7) | Earnest Money Deposit (EMD) | <p>Electronic Transfer of EMD through RTGS/NEFT/Net Banking shall be completed before 3.00 hours of the bid submission due date and time.</p> <p>EMD : Rs.64,00,000 for Indian bidders (or) USD 84,355 for foreign bidders</p> <p>To be remitted to Name of the Beneficiary: TANGEDCO Address:144, Anna Salai, TANGEDCO Ltd./Chennai, Tamil Nadu. Pincode:600 002</p> <p>Beneficiary Account No: 0911201003004 Name of the Bank: Canara Bank, 800, Electricity Avenue, Mount Road, Anna Salai, Chennai-600002</p> <p>IFC code of Beneficiary branch:CNRB0000911 MICR code of the bank branch: 600015024 SWIFT CODE: CNRBINBBMFD</p> <p>The EMD can also be provided in the form of Bank Guarantee for the above value, with validity for a period of one year from the due date for technical bid opening.</p> |
| 8) | Soft copy of Tender Specification | <p>The tender specification can be downloaded from TANGEDCO website www.tangedco.gov.in, from Tamil Nadu Government Website i.e. www.tenders.tn.gov.in & from NIC website https://tntenders.gov.in/nicgep/app free of cost.</p> |
| 9) | Tender will be opened | <p>Through the NATIONAL INFORMATICS CENTER TAMIL NADU portal (e-procurement portal of Tamil nadu) https://tntenders.gov.in/nicgep/app</p> |

SECTION – III

INVITATION TO BID

**TAMILNADU GENERATION & DISTRIBUTION CORPORATION LTD.
CHARTERING OF VESSELS
GLOBAL COMPETITIVE BIDDING THROUGH
E-TENDER**

1.0 Introduction :

TANGEDCO is using coal to generate electricity in its Thermal Power Stations in the State of Tamil Nadu. Coal is moved through sea route from Paradip/Vizag to the discharge ports at Ennore, Karaikal and Tuticorin.

TANGEDCO desires to transport Thermal Coal in bulk to be loaded from Paradip port for discharge at Karaikal port and at North Coal Berth 1 of VOC port, Tuticorin.

2.0 SPECIFICATION NO: COAL(SHIP)- 105 Dt. 24.03.2022

3.0 Type of Charter, Vessel size, Charter period, Laycan:

TYPE OF CHARTER: CONTRACT OF AFFREIGHTMENT FOR COASTAL
MOVEMENT OF COAL

VESSEL SIZE: ULTRAMAX OR PANAMAX GEARLESS / Geared (offered as
Gearless) BULK CARRIER VESSELS

PERIOD OF CHARTER: 6 MONTHS + /- 15 DAYS CHOPTION

4.0 BID DOCUMENTS:

The tender specification can be downloaded from TANGEDCO website www.tangedco.gov.in, from Tamil Nadu Government Web site i.e. www.tenders.tn.gov.in & from National Informatics Center website <https://tntenders.gov.in/nicgep/app> free of cost.

5.0 EARNEST MONEY DEPOSIT:

Rs.64,00,000 (Rupees Sixty Four lakhs only) for Indian bidders (or)
USD 84,355 (US Dollar Eighty four thousand, three hundred and fifty five only) for
foreign bidders

The EMD can also be provided in the form of Bank Guarantee for the above
value as per prescribed format in Schedule - A, with validity for a period of one year
from the due date for technical bid opening.

6.0 SCHEDULE FOR RECEIPT AND OPENING OF BIDS :

| | | |
|---|--|--|
| A | Date & Time of Commencement of Download of Tender Specification | 14:30 Hrs. on 31.03.2022 |
| B | Date and Time of Closing of Download of Tender Specification | 14:30 Hrs on 29.04.2022 |
| C | Due Date and Time for Submission and Opening of Techno-Commercial bid and Price bid in the e-procurement platform at https://tntenders.gov.in/nicgep/app | Submission: 14:30 Hrs.on 29.04.2022 Opening of technical bid: 14:30 Hrs on 30.04.2022 |

7.0. **BID QUALIFICATION REQUIREMENT:**

- i. A declaration should be submitted by the bidder that the vessels chartered would be capable of loading coal at the thermal coal berths at Paradip and discharging at Karaikal port and at North Coal berth 1 of VOC port, through shore cranes, as the case may be. (as per Schedule – C)
- ii. The tenderer should have experience in chartering of vessels for atleast 2 voyages per year in the preceding 3 financial years 2018-19, 2019-20 & 2020-21. The tenderers shall list the details as per Schedule – D and provide documentary evidence for the voyages listed in the Schedule – D, in the form of copies of signed Bills of Lading or copies of signed Mate Receipts.
- iii. The bidder should have turnover of Rs.16 Crores (for Indian bidders) or USD 2,108,870/- (for foreign bidders), in any one of the three financial years (i.e. 2018-19, 2019-20, 2020-21). The documentary evidence of audited annual Financial Statements or a statement of turnover duly certified by an Auditor or Attested copy of IT return should be furnished as a proof for turnover of the bidder.
- iv. Offers not satisfying the above Bid Qualification Requirements will be SUMMARILY rejected.

8.0 CONSORTIUM:

The bid shall not be submitted by Consortium and will be SUMMARILY rejected.

9.0 DOWNLOADING OF BID DOCUMENT:

Bid documents can also be downloaded from the Web site of TANGEDCO website www.tangedco.gov.in or from Tamil Nadu Government website www.tenders.tn.gov.in or from NIC website <https://tntenders.gov.in/nicgep/app> free of cost.

The qualifying requirements to participate in the above tender can also be seen from the web site of TANGEDCO www.tangedco.gov.in or from Tamil Nadu Government website www.tenders.tn.gov.in or NIC website <https://tntenders.gov.in/nicgep/app> free of cost.

CHIEF ENGINEER/MECH/COAL
TAMIL NADU GENERATION &
DISTRIBUTION CORPORATION LTD.
II FLOOR, NPKRR MAALIGAI,
144, ANNA SALAI,
CHENNAI – 600 002.
Fax No. (91) (44) 28525659
Telephone:28522205, 28520010, 28520131
Extn:2393

SECTION IV

GENERAL INSTRUCTIONS TO TENDERERS

Guidelines and instructions to tenderers for submission of tenders for

CONTRACT OF AFFREIGHTMENT FOR MOVEMENT OF DOMESTIC COAL FROM PARADIP TO KARAİKAL PORT & PARADIP TO NORTH COAL BERTH 1 OF VOC PORT, TUTICORIN.

GENERAL INSTRUCTIONS:

1.1 The Tamil Nadu Generation & Distribution Corporation Ltd., having its registered Office at 144, Anna Salai, Chennai-600002 (hereinafter referred to as "TANGEDCO/CHARTERER") invites Bids under Open Tender System through e-tender for the following:

CONTRACT OF AFFREIGHTMENT FOR MOVEMENT OF DOMESTIC COAL FROM PARADIP TO KARAİKAL PORT & PARADIP TO NORTH COAL BERTH 1 OF VOC PORT, TUTICORIN.

1.2 Techno-commercial BID and price BID for the above works should be submitted through the link <https://tntenders.gov.in/nicgep/app>

The required and mandatory formats are available in the Tender Document in the e-portal.

The tenders will be processed online through E-procurement System. The bidder shall submit his response through bid submission to the tender on E-procurement platform only at National Informatics Center website <https://tntenders.gov.in/nicgep/app> as no other forms of submission is accepted. Bidders are requested to quote their price through the online e-procurement portal/system only.

1.3 The following methodology shall be adopted for submission of bids:

- a) EMD proof, BQR evidences and Techno-commercial BID specified in this tender should be uploaded in the e-portal.
- b) Bidders should quote for both the ITEMS (ITEM 1 and ITEM 2). Price should only be entered in the relevant fields in the BoQ sheets in the e-portal. Indian bidders shall quote the ocean freight in INR/MT. Foreign bidders shall quote the Ocean freight in USD/MT and convert the USD/MT into INR/MT at the exchange rate (SBI TT selling exchange rate) specified in the price bid sheet of the NIC e-portal. **The quoted Ocean freight (Cost per ton) consists of a Fixed Component and Variable component which should be quoted separately. The total basic ocean freight shall be the sum of fixed component and variable component. Besides this, Demurrage rate should be quoted in Rs. Per day per MT or in USD per day per MT, as applicable. Taxes should also be indicated. Rates should be filled up in the relevant fields in the price bid sheet. In case contract is awarded for foreign bidders, if actual Royalty tax exceeds the percentage**

indicated in the price bid, excess royalty tax will be recovered from the basic ocean freight, while making payments. Please find details of Royalty Tax/TDS in the Annexures B,C,D.

- i. Freight shall comprise a fixed component and a variable component, as described in clause 6 of the draft charter party.

| S.No | Port rotations | Freight (INR / MT) |
|------|----------------------------|--------------------|
| 1. | Paradip – Karaikal port | ---- |
| 2. | Paradip - Tuticorin (NCB1) | _____ |

- ii. **Bunker Variable Factor:** 30% of freight rate is variable for bunkers and the balance 70% is fixed. 30% of the Cost per Tonne is attributable to bunkers. The ratio for bunker price variation for 0.5% Low Sulphur FO (Furnace Oil) is 99% and for HFHSD (High Flash High Speed Diesel) is fixed as 1 %
Low Sulphur FO : HFHSD is in this ratio.

Example: Component (A) shall be fixed. Component (B) shall vary depending on prevailing bunker prices as on date of bill of lading. For instance, if prevailing bunker price as on the date of bill of lading is Rs.75000/MT for VLSFO and Rs.120000/MT for HFHSD, then the variable component for bunkers will be calculated as follows:

Bunker component :

$B \times (99 \% \text{ of } 75000/77634.76 + 1\% \text{ of } 120000/142281.12)$

$B \times 0.9648$

Total Ocean freight in this example = $A + 0.9648 B$

If the bunker price decreases during the tenancy of the charter party, the total ocean freight will decrease proportionate to the bunker price decrease or vice versa.

- iii. **Bunker rates considered as basis :**
0.5% Low Sulphur FO: INR 77,634.76/MT
HFHSD: INR 1,42,281.12/MT.

Bunker rates as published by Indian Oil Corporation for the port of Ennore (for Karaikal port discharge) or VOC port, Tuticorin (for NCB1 discharge) applicable as on the date of Bill of Lading to be considered for determining the variable prices for bunkers.

If oil price decreases the Bunker component will decrease and vice versa.

Demurrage rate in Rs. Per day per MT or in USD per day per MT should also be filled up in the relevant fields.

c) Cost/Ton for ITEM 1: Paradip- Karaikal port:

Freight rate is inclusive of charter hire, bunker charges, port charge, pilotages, consulages, berth hire charges, light dues, taxes and all other dues paid by Steamers/tenderer related to the vessel at the load port and discharge port. Any concession in vessel related charges on account of TANGEDCO's coastal cargo should be discounted in the Cost per ton.

Vessel agency fees and draft survey inspection agency charges at loadport and discharge port are in the scope of the charterer TANGEDCO. Stevedoring, wharfage and cargo related charges at the loadport (Paradip) and at the discharge port (Karaikal) will be borne by TANGEDCO.

Cost / Ton for ITEM 2: Paradip-NCB 1 of VOC port:

Freight rate is inclusive of charter hire, bunker charges, port charge, pilotages, consulages, berth hire charges, light dues, taxes and all other dues paid by Steamers/tenderer related to the vessel at the load port and discharge port. Any concession in vessel related charges on account of TANGEDCO's coastal cargo should be discounted in the Cost per ton.

Vessel agency fees and draft survey inspection agency charges at loadport and discharge port are in the scope of the charterer TANGEDCO. Stevedoring, wharfage and cargo related charges at the loadport (Paradip) and at the discharge port (VOC port) will be borne by TANGEDCO.

d) EVALUATION:

BIDDERS SHOULD QUOTE FOR BOTH THE ITEMS

Item 1: 1 safe Load port (Paradip)/ 1 safe discharge port (Karaikal)

Item 2: 1 safe Load port (Paradip)/ 1 safe discharge port (North Coal Berth1/Tuticorin)

For the purpose of evaluation of L1 bidder, the average cost per ton for Item 1 and Item 2 will be considered inclusive of demurrage rate per day per MT and all taxes. The bidder who quotes lowest average cost/ton for Item 1 and Item 2 is the L1 bidder.

- e) After evaluating the L1 as above, Right of First Refusal (ROFR) provision as per DG/Shipping Circular No.2 of 2021(Annexure–A), will be exercised, if applicable.

The final L1 bidder is arrived after exercising the provisions as per DG Shipping "Shipping Development Circular No. 2 of 2021" or its subsequent amendments, if any.

f) Negotiation:

In order to secure the best possible price, TANGEDCO reserves the right to conduct negotiations with the L1 tenderer/tenderers as per Section 29 (3) of Chapter VI Tender Evaluation of the TAMIL NADU TRANSPARENCY IN TENDERS RULES, 2000 and as per provisions under Subsection (3) of Section 10 of the Tamil Nadu Transparency in Tenders Act 1998. Under the same provisions of the Rules and Act, TANGEDCO reserves the right to negotiate with the L1 bidder based on the existing market rates.

- 1.4 The tenderers are requested to go through the General terms and Conditions of the Tender, Terms and Conditions for e-tender and Process Compliance Statement carefully

and attach the signed Process Compliance Statement (Schedule-E) along with the Techno-Commercial Bid in e-procurement portal of NIC. All bids shall be prepared and submitted in accordance with the given instructions. The tenderer shall examine all instructions, forms, terms and conditions detailed in the specification and worksheet, Annexure, Schedules and submit the rates and other particulars called for in this specification, as per the instructions and formats enclosed herewith.

1.5 List of documents to be submitted electronically for techno- commercial BID:

DOCUMENTS TO BE UPLOADED:

- i) Proof for payment of EMD before due date and time (Proof for RTGS/NEFT/ Net Banking).

Rs.64,00,000 (Rupees Sixty Four lakhs only) for Indian bidders (or) USD 84,355 (US Dollar Eighty four thousand, three hundred and fifty five only) for foreign bidders

The EMD can also be provided in the form of Bank Guarantee for the above value as per prescribed format in Schedule - A, with validity for a period of one year from the due date for technical bid opening.

Schedule – A: If BG is furnished in lieu of EMD

- ii) **Schedule – B:** Certificate of acceptance of No Deviation for all the terms & conditions of the Tender Specification No. Coal(Ship)- 105 dated 24.03.2022 (Filled up Schedule-B to be uploaded as scanned copy of Original duly signed by the bidder)
- iii) **Schedule – C :** The declaration for BQR Clause 7(i) should be submitted by the bidder that the vessels chartered would be capable of loading coal at the thermal coal berths at Paradip and discharging at Karaikal port and at North Coal berth 1 of VOC port, through shore cranes, as the case may be. (Filled up Schedule-C to be uploaded as scanned copy of Original duly signed by the bidder)
- iv) **Schedule – D:** Bidder's experience for BQR 7(ii) (Filled up Schedule-D to be uploaded as scanned copy of Original duly signed by the bidder).
- v) The documentary evidence for BQR Clause No. 7(ii) of Coal(Ship)-105 dt. 24.03.2022 i.e copies of signed Bills of Lading or copies of signed Mate Receipts for the voyages listed in the Schedule – D.
- vi) The documentary evidence for BQR Clause No. 7(iii) of Coal(Ship)-105 dt. 24.03.2022 i.e. 2018-19, 2019-20 & 2020-21 turnover in the form of audited annual Financial Statements or a statement of turnover duly certified by an Auditor (**UDIN reference should be indicated**) or Attested copy of IT return should be furnished as a proof for turnover of bidder, for any one of the above three financial years. (scanned copy to be uploaded).
- vii) **Schedule - E :** Process Compliance Statement (scanned copy of Original duly signed by the bidder)

viii) **Schedule - F** : "E-TENDER FORM", (scanned copy of Original duly signed by the bidder)

ix) **Schedule - G**: "Input Tax Credit Certificate" (scanned copy of Original duly signed by the bidder)

If GST-Input Tax Credit is not applicable or there is zero rebate, auditors should certify the vessel owner/disponent owner's declaration in Schedule – G.

- x) Bidders can be vessel owner/disponent owner/agent. If agent, authorisation letter to be submitted as per **Schedule – H**. If vessels are chartered from open market at the time of laycan from different owners, authorization letter from the owner or DG shipping license shall accompany the vessel nomination.
- xi) Bidders shall furnish any other additional information in support of their experience
- xii) Scanned copy of page-wise endorsed tender specification bearing No.Coal (Ship) - 105 dt. 24.03.2022 towards acceptance of all terms & conditions.

Note: Please note that all the above documents are to be uploaded in the e-portal.

- 1.6 Price BID should also be quoted in the e-tender platform only
- 1.7 Techno-Commercial BID and Price BID are to be submitted on or before due date and time ONLINE only. This is a TWO-PART tender. i.e. Techno-commercial BIDs will be opened on the due date and then Price bids of the eligible bidders will be opened after intimation in the NIC e-portal.
- 1.8 Each attachment shall not exceed 10 MB in size. Should not be protected with Password. Should be in PDF format.
- 1.9 All tender offers shall be submitted as per prescribed formats.
- 1.10 All information in the tender offer shall be in English only. Uploaded Documents should not contain interlineations, erasures or overwriting. Uploaded documents should NOT be a protected file/ documents.
- 1.11 The tender offer shall contain full information asked for in the tender specification and in the Annexure together with the related drawings, leaflets, literature etc.
- 1.12 Bids received after the due date and time as set out in the "Invitation to Bid" will be summarily rejected.

TANGEDCO reserves the right to accept any bid or reject any bid or all bids or revoke rejected bids or cancel/withdraw "Invitation to Bid" without assigning any reason for such decision. Such decision by TANGEDCO shall not be subject to question by any bidder and TANGEDCO shall bear no liability of any kind whatsoever, consequent upon such a decision.
- 1.13 The scope of supply, the bidding procedure and the terms and conditions of the contract are brought out in this Tender document. The bidders can quote as per bidding

procedure with their specific confirmation to the terms and conditions indicated in this tender document. The bidding procedure is stipulated in the Terms & Conditions for Process Compliance Statement attached as Schedule – E, which shall be signed as a token of acceptance and uploaded along with other tender documents.

- 1.14 Tenderer shall bear all cost associated with the preparation and quoting and the purchaser will in no case be responsible or liable for any of the costs.
- 1.15 Tender should be submitted through e-portal only.
- 1.16 TANGEDCO will not be responsible for any delay in respect of the tender offer.
- 1.17 The Downloading of the Tender documents to a prospective bidder, shall not mean that he is considered qualified.
- 1.18 Tender received by FAX/E – Mail will not be accepted.
- 1.19 The tender clauses of this tender document are fully governed by Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000.

2.0 BID CURRENCY

Ocean freight rates for movement of coal through sea route from Paradip port to Karaikal port for ITEM 1 and from Paradip port to North Coal Berth 1 of VOC port, Tuticorin for ITEM 2, shall be quoted in INR/MT with GST by Indian bidders and in USD/MT with Royalty and GST by foreign bidders converted into INR, as applicable.

3.0 EARNEST MONEY DEPOSIT (EMD)

The Earnest Money Deposit should be paid as mentioned in Serial No.7 of the Foreword i.e. Electronic Transfer of EMD through RTGS/NEFT/Net Banking shall be completed 3.00 hours before the due date and time of submission of the bid in the e-portal and documentary proof for having paid the EMD amount, shall be uploaded along with the tender documents.

**Rs.64,00,000 (Rupees Sixty Four lakhs only) for Indian bidders (or)
USD 84,355 (US Dollar Eighty four thousand, three hundred and fifty five only) for foreign bidders**

- 3.1 The EMD offered shall be paid through RTGS/NEFT/Net banking only.

EMD should be remitted to Name of the Beneficiary:

TANGEDCO

Address:144,Anna Salai, TANGEDCO Ltd./Chennai, Tamil Nadu.

Pincode:600 002

Beneficiary Account No: 0911201003004

Name of the Bank: Canara Bank,

800, Electricity Avenue, Mount Road, Anna Salai, Chennai-600002

IFC code of Beneficiary branch:CNRB0000911

MICR code of the bank branch: 600015024

SWIFT CODE: CNRBINBBMFD

3.2 EMD offered shall be paid through RTGS/NEFT/Net banking. The EMD can also be provided in the form of Bank Guarantee for the above value as per prescribed format in Schedule - A, with validity for a period of one year from the due date for technical bid opening.

3.3 Departments of the Government of Tamil Nadu and Undertakings and Corporations owned by Government of Tamil Nadu, Labour Contract Co-operative Societies within Tamil Nadu are the only categories Institutions/Industries exempted from the payment of Earnest Money Deposit.

3.4 The tenderers, who are exempted from payment of EMD, will be deemed as having accepted to remit EMD to TANGEDCO in all case of EMD forfeiture, by considering the mere submission of bid as token of acceptance.

3.5 The others viz. Central and State Govt. Departments, Undertakings, Corporations outside the state of Tamil Nadu shall have to pay EMD.

3.6 However, EMD is waived for M/s. Poompuhar Shipping Corporation of India Ltd. being a GoTN undertaking and for M/s. Shipping Corporation of India Ltd., being a shipping corporation under Govt. of India.

3.7 The necessary Earnest Money Deposit through RTGS/NEFT/Net banking as specified in clause 3.0 to 3.6 of Section-IV shall be furnished by the tenderers.

3.8 The EMD shall be submitted without any precondition to TANGEDCO.

3.9 The EMD furnished will be forfeited if

- a) the bidder withdraws his tender at any stage before the expiry of the bid validity or backs out after acceptance.
- b) the bidder violates any of the conditions of the tender specification.
- c) the bidder fails to accept the terms of Security Deposit as stipulated after acceptance of the tender.
- d) the bidder revises any of the terms quoted during the validity period.
- e) the BQR evidences are found to be fraudulent or non-genuine the tenderer will be blacklisted for future tenders.
- f) the bidder furnishes bogus or false particulars / information in the documents produced along with the offer.
- g) the bidder does not accept the correction of arithmetical errors as indicated in clause no:4.4 of Section IV.

- h) However the changes if any, proposed by the charterer in the scope of this tender is not agreeable to the bidder, then it will not be considered as withdrawal of Bid.
- i) If the declared specifications of the vessel are found to be incorrect upon delivery.
- j) If he does not deliver the vessel within the stipulated lay days specified, unless Charterers accepted the extension.
- k) If the successful Bidder fails to acknowledge the Fixture Note/Charter party contract and /or fails to accept the terms of security deposit for contract performance Guarantee as specified in the tender documents within 30 days from the date of Fixture Note/Charter party contract, then the EMD will be forfeited and order will be cancelled.
- l) The EMD of all the bidders except that of the successful bidder will be returned by TANGEDCO after the acceptance of Award of the Charter party contract to the successful Bidder. The EMD will be refunded to the unsuccessful tenderers on application to the Chief Engineer/Mech/Coal, Chennai after intimation of the rejection/non-acceptance of their tender. The EMD amount will be refunded to the unsuccessful bidder in the same currency in which it was remitted to TANGEDCO. The EMD refund in USD shall not exceed the INR value of the EMD remitted in USD at the exchange rate prevailed on the date of remittance and also shall not exceed the EMD paid in USD in exchange rate variation.
- m) Bid not accompanied with EMD in accordance with the above conditions will be SUMMARILY rejected by TANGEDCO.
- n) No interest will be payable by TANGEDCO on the above EMD.

4.0 **SUBMISSION OF BIDS UNDER “TWO PART” E-TENDER SYSTEM**

The bidding process will be conducted in two parts.

4.1 TECHNO-COMMERCIAL STAGE:

Tenderers must submit their Techno-commercial and Price bids in E-procurement portal of NATIONAL INFORMATICS CENTER (NIC) (viz <https://tntenders.gov.in/nicgep/app>) on or before 1430 Hrs on 29.04.2022. Techno-commercial Bid shall consist of specified documents and formats as stipulated in clause no.1.5 of Section IV. Techno-commercial bid should contain the Qualifying data, Techno Commercial terms & conditions, Financial Statements strictly as per this tender document. Documents evidencing Bid Qualification Requirements as mentioned **in clause No.7 i to iii of Section III** of the tender specification Coal(Ship) - 105 dated 24.03.2022 should be attached as scanned copies of Originals in the e-portal. Initially the Techno- Commercial Bids will be scrutinized and only those who qualify in

the EMD and Techno-commercial Bids, satisfying the BQR conditions and all the tender conditions, will only be considered for opening of price bids.

Tenderers who do not comply with the conditions with documentary proof (wherever required) will not be qualified in the Tender for opening of price bids. The tenderers, on their own interest, should ensure that all the documents required are furnished electronically wherever applicable. Tenders received without the relevant documents would summarily be rejected.

4.2 PRICE BID STAGE:

At the price bid stage, TANGEDCO would adopt the following procedure to evaluate the tender.

TANGEDCO will open the Price Bids in the e-procurement portal of the techno-commercially eligible bidders after due intimation to the eligible bidders.

4.3 OCEAN FREIGHT COST/TON:

Indian bidders are to quote in Indian Rupees / Metric Tonne

Foreign bidders are to quote in US Dollars/ Metric Tonne. The conversions to INR/MT are meant only for evaluation purpose.

For foreign bidders, for USD to INR conversion, the SBI TT selling exchange rate on the date preceding commencement of window time (latest date preceding the date of commencement of window time, if rate not available on that day) will be given as input by TANGEDCO in the price bid sheet, to be used by the foreign bidders for entering COST/TON in Rupees.

The taxes, duties and levies as applicable, if any, should be quoted separately along with the percentage of such taxes, duties and levies at the time of submission of the Tender.

Tax inclusive Cost / Ton in INR inclusive of demurrage will be considered for the purpose of evaluation.

4.4 The quoted price will be corrected for arithmetical errors to the advantage of the TANGEDCO.

4.5 If the Bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of EMD forfeited.

4.6 TANGEDCO reserves the right to reject any or all tenders at its own discretion without assigning any reason whatsoever and TANGEDCO is not responsible for any delay in submission of EMD/bid on due date and in time.

4.7 The Tenderers must confirm acceptance of all Tender conditions and charter party. This should be specifically mentioned in the Technical bid, failing which such offers are liable to be rejected.

4.8 Tenderer should offer all the cargo equipments, if applicable, as per the declarations

made. If the described equipments are not made available at the time of entry in TANGEDCO charter, the vessel will be rejected and the charter ended, absolving Charterers of all liabilities.

5.0 CLARIFICATION OF DOCUMENTS AND SPECIFICATION:

5.1 The tenderer is required to carefully examine the specification and the required documents and be fully aware of all the conditions which may in any way affect the supply of coal or the cost thereof. If any tenderer finds omissions in the specifications and documents or is in doubt as to the true meaning of any part, the bidder shall at once request by e-mail clearly indicating **"PRE-BID QUERIES COAL(SHIP)-105"** IN THE SUBJECT, for an interpretation/clarification to the Chief Engineer/Mech/Coal, TANGEDCO Ltd., Chennai. Such a request for clarifications shall reach the above officer 72 hours before the due date and time of bid submission through email to cemechcoal@tnebnet.org. The Chief Engineer/Mechanical/Coal/Chennai will upload reply(ies) containing interpretations and clarifications for such written requests for clarifications. The consolidated reply to the queries will be made available as Corrigendum to the relevant Notice Inviting Tender (NIT) 48 Hrs before end of online bid submission of the tender. After receipt of such interpretations and clarifications, the tenderer may submit his offer but within the due date and time as specified. All such interpretation and clarification shall form a part of the tender specification.

5.2 Verbal clarifications and information obtained by the tenderer shall not in any way be binding on the TANGEDCO.

5.3 It will be the responsibility of such tenderer to be fully aware of all local conditions and other factors which may have any effect on the charter of the vessel covered under this specification and documents.

5.4 It must be understood and agreed that all such factors are properly investigated and considered before submitting the offer. No claim for financial adjustment to any contract awarded under these specification and documents will be permitted by the charterer. Neither any change in the time schedule of the contract nor any financial adjustment arising thereof shall be permitted by the charterer, which are based on the lack of such clear information or its effect on the supply of the vessel, to the tenderer.

5.5 The opening date and time for the price bid opening will be intimated to the technically qualified tenderers after scrutiny of the techno-commercial bid. No changes, amendments which materially alter the tendered prices shall be permitted after the opening of the techno-commercial bids.

5.6 The Tenderer shall furnish along with their offer all the technical details required. The tender offers accepting all commercial terms of the specification will be treated as most responsive offer.

6.0 INFORMATION REQUIRED AND CLARIFICATIONS:

6.1 To assist in the examination, evaluation and comparison of tender offers, TANGEDCO may, at its discretion ask the tenderer for clarification of his offers/documents. All response to requests for clarification shall be sent by e-mail and to the point only.

6.2 TANGEDCO will examine the tender offers to determine whether they are complete, and any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the offers are generally in order.

6.3 Prior to the detailed evaluation, TANGEDCO will determine the substantial responsiveness of each offer to the bidding documents. A substantially responsive offer is one which conforms to all the terms and conditions of the specification without any deviation.

7.0 REJECTION:

7.1 Tender is liable to be rejected if it is:

- a) not in prescribed formats.
- b) received by telex, Fax, Telegram or E-mail.
- c) with validity period less than that specified in this specification.
- d) not in conformity with TANGEDCO's commercial terms and Technical Specification and is not given as complete system but only as part.
- e) incomplete and ambiguous.
- f) not signed by the tenderer.
- g) received from a tenderer whose Past Performance or vendor rating is not satisfactory.
- h) received from the blacklisted contractor or firm.
- i) received from a tenderer who is directly or indirectly connected with Government services or TNEB LTD./TANTRANSCO /TANGEDCO's services or service of local authority.
- j) from the tenderer/owner who is an industrial company shall state clearly whether the company is a potentially sick Industrial Company in terms of Section-23 or 15 of the sick Industrial Companies Act 1985. Failure to supply this information in Schedule - F "E-TENDER FORM", will make the tender liable for rejection.
- k) not giving clear and specific acceptance in respect of the clause no: 3 of Charter party under the heading: Performing vessel clause.
- l) not giving clear and specific acceptance for Process Compliance Statement (Schedule – E) of the tender process.
- m) bogus or contains false particulars/ information in the documents produced along with the offer.
- n) not accepting the TANGEDCO's proforma C/P and other terms and conditions.

7.2 Tenders will be SUMMARILY rejected if

- a) The EMD requirements are not complied with
- b) The Bid Qualification Requirements of this specification as per Section – III Clause No.7 (i to iii) are not satisfied
- c) The Bids received after the due date and time as set out in the "Invitation to Bid"
- d) Not quoted for the vessel specification required by TANGEDCO
- e) Bids Submitted by consortium
- f) The bidder quotes or claims that his offer in e-tender is with typographical errors.
- g) The bidder does not quote for the entire scope of supply.
- h) The bidder quotes or uploads the price in the Techno-Commercial bid.

8.0 SECURITY Deposit:

The EMD amount obtained shall be withheld as Security Deposit until completion of the charter. If TANGEDCO incurs any loss or damage on account of the breach of any clauses mentioned herein or any other amounts arising out of the charter party become payable by the vessel owner to the TANGEDCO, then TANGEDCO will in addition to such other steps that shall have under law, appropriate the whole or part of Earnest Money Deposit treated as Security Deposit and such amount that is appropriated will not be refunded to the contractor. The Earnest Money Deposit treated as Security Deposit shall be returned upon completion of the charter period.

9.0 VALIDITY OF THE OFFER:

The offer to be valid for 90 days from the date of bid opening.

10.0 POLICY FOR BIDS UNDER CONSIDERATION

Bid shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/ rejection is made by TANGEDCO to the Bidders. While the bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, TANGEDCO and /or his employees/representatives on matters related to the bids under consideration. TANGEDCO, if necessary, will obtain clarification on the bids as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

Mere submission of any tender offer connected with these documents and specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against TANGEDCO for rejection of his offer. TANGEDCO shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against TANGEDCO.

SECTION – V

TECHNICAL SPECIFICATION

The vessels should be suitable for loading at Paradip port and discharging coal at Karaikal port / North Coal Berth 1 of VOC port, as the case may be.

Owners should nominate vessel with complete details of the vessel and will be accepted by TANGEDCO after scrutiny of suitability.

The typical technical specifications of the offered vessels shall be as follows:

- i. Type of the vessel – Ultramax size or Panamax size Gearless / Geared (offered as Gearless) vessels
- ii. Number of hatch/holds – minimum 5/5 for ultramax size vessels, minimum 7 / 7 for panamax size vessels
- iii. Maximum length over all / beam – Ultramax : 200 mtrs/ 32.26 mtrs ;
Panamax: 245 mtrs/32.26 mtrs.
- iv. Minimum hatch size requirements - 11.0 m x 11.0 m.
- v. No vertical obstruction between the foremost hatch to the aft most hatch
- vi. Draft of the Vessels to be provided depending on maximum permissible draft conditions at Karaikal port and at NCB1 of VOC port.

The above specifications are indicative. It is the Owner's responsibility to offer technically suitable vessels both ends.

SECTION VI (DRAFT CHARTER PARTY)

CHARTER PARTY DATED _____

(On Rs.100 Non-Judicial Stamp paper)

Place:

Date:

It is on this day mutually agreed between _____, Owners and **M/s TANGEDCO Ltd.**, NPKRR Maaligai, 144, Anna Salai, Chennai - 600 002, Charterers and executed on _____ that both parties hereby enter into a Contract of Affreightment to transport a cargo of total 9.00 lakh Metric Tonnes +/- 10 % at Charterer's option, Thermal Coal in bulk to be loaded from Paradip port for discharge at Karaikal port or North Coal Berth 1 of VOC port, Tuticorin at charterer's option.

Clause 01:

- a) **Cargo:** Thermal Coal in bulk of Indian Origin to be transported through Ultramax size or Panamax size gearless vessels.
- b) **Parcel Size:** The Owners/agents shall nominate Ultramax or Panamax gearless vessels at no additional cost other than freight, capable to carry a quantity of cargo (coal) 61000 MT 10% more or less at Owner's option or 75000 MT 10% more or less at Owners option, by gearless vessels subject to Always Available Arrival Draft as per port permissible limits

- c) In case the last parcel quantity is less than full load, it is the Charterer's Option to either provide additional quantity to make a full shipload or to cancel the left over quantity.
- d) COA shall be quantity based and Owners/agents to complete their quantity within the shipment period commencing from June 2022 or charterer's nominated suitable laycan, in a period of 6 months +/- 15 days charterer's option.

Clause 02:

Shipment Period: Shipment period from June 2022 or charterer's nominated suitable laycan in a period of 6 months +/- 15 days charterer's option.

Shipments to be evenly spread and mutually agreed as per ETA of vessel.

Clause 03:

Performing vessel clause:

The performing vessel shall be Ultramax gearless or Panamax gearless vessel maximum 25 years of age and classed Lloyd's 100 A1 or equivalent. Owners confirm that performing vessel is fully compliant to International Ship and Port Facility Security Code (ISPS code); Owners warrant that the vessels are entered with a first class Protection and Indemnity (P&I) club during the currency of this contract. Bidders to nominate vessel at least 7 days prior to commencement of laycan.

Clause 04:

Laycan and Nomination of Vessel: Charterers to declare firm laycan of 5 days time, 10 days in advance i.e. 10 days prior to commencement of laydays. Owners/agent to nominate a suitable vessel 7 days prior to commencement of Laydays and charterers shall accept the vessel upon scrutiny.

At the time of nominating the 5 days laycan, the charterer TANGEDCO shall nominate the sector either Paradip-Karaikal port or Paradip-North Coal Berth1/Tuticorin depending on requirement.

Clause 05:

That the said vessel being warranted tight, staunch and strong, and in every way fitted for the Voyage, shall after delivery of her outward cargo, proceed with all convenient speed to 1-2 Safe Berth(s) Paradip port as instructed by the Charterer for full and complete cargo of 61000 MT More or less 10% in owner's option or 75000 MT More or Less 10% in owners option bulk Thermal Coal not exceeding what she can reasonably stow and carry over and above her tackle, apparel, provisions and furniture, and being so loaded, shall with all convenient speed proceed as per charterer's option to 1/2 safe berth(s) 1 safe port Karaikal port or 1/2 safe berth(s) 1 safe port VOC port, Tuticorin - subject available water arrival draft and there deliver the same as customary, when, where and as directed by consignee, to whom written notice is to be given during office hours, of the vessel being ready to discharge.

Clause 06:

a. Following are the Ocean freight rates:

- i. Freight shall comprise a fixed component and a variable component:

| S.No | Port rotations | Freight (INR / MT) |
|------|---------------------------|--------------------|
| 1. | Paradip – Karaikal port | ---- |
| 2. | Paradip- Tuticorin (NCB1) | — |

- ii. **Bunker Variable Factor:** 30% of freight rate is variable for bunkers and the balance 70% is fixed. 30% of the Cost per Tonne is attributable to bunkers. The ratio for bunker price variation for 0.5% Low Sulphur FO (Furnace Oil) is 99% and for HFHSD (High Flash High Speed Diesel) is fixed as 1 % Low Sulphur FO : HFHSD is presently in this ratio.
- iii. **Bunker rates** considered at 0.5% Low Sulphur FO: INR 77,634.76/MT and HFHSD: INR 1,42,281.12/MT. Bunker rates as published by Indian Oil Corporation for the port of Ennore (for Karaikal port discharge) or VOC port, Tuticorin (for NCB1 discharge) applicable on the date of Bill of Lading to be considered for determining the variable prices for bunkers.
If oil price decreases the Bunker component will decrease and vice versa.

- b. Freight payment as per Bill(s) of lading quantity/disport draft survey whichever is less (no other deductions on freight/ cargo).

Paradip port to Karaikal port:

Freight rate is inclusive of charter hire, bunker charges, port charge, pilotages, consulages, berth hire charges, light dues, taxes and all other dues paid by Steamers/tenderer related to the vessel at the load port and discharge port.

Paradip port to North Coal Berth 1 of VOC port:

Freight rate is inclusive of charter hire, bunker charges, port charge, pilotages, consulages, berth hire charges, light dues, taxes and all other dues paid by Steamers/tenderer related to the vessel at the load port and discharge port.

- c. Charterer's scope: Vessel agency fees and draft survey inspection agency charges at loadport and discharge port are in the scope of the charterer TANGEDCO. Stevedoring, wharfage and cargo related charges at the loadport and at the discharge port will be borne by TANGEDCO.

Clause 07.

The cargo to be shipped at the rate of (see Clause 08) and to be discharged at the rate of (see clause 09). Time lost by reason of all or any of the following causes shall not be computed in the loading or discharging time, Viz.: war, rebellion, tumults, civil commotions, insurrections, political disturbances, epidemics, quarantine, riots, strikes, lock- outs, stoppage of miners, workmen, lightermen, tug-boatman, or other hands essential to the working, carriage, delivery, shipment or discharge of the said cargo whether partial or general, or

accidents at the mines, at Receivers', works or wharf, landslip, floods, frost or snow, bad weather, intervention of sanitary, customs, and/ or other constituted authorities, partial or total stoppage on rivers, canals or on railways, or any other cause beyond control of Charterers, unless vessel is already on demurrage.

Clause 08. Loading Rate

At load port, the Shippers shall load the Thermal Coal on board the vessel at an average rate of 50000 metric tons (At Paradip) per weather working day basis 7 or more hatches or prorata if less, per weather working day of 24 consecutive hours Sundays and holidays included (SHINC). Loadable quantity shall be depending on prevailing draft at loadport/discharge port to be checked with port authorities.

Clause 09.

Discharging Rate

At Discharge port, Owners guarantee to discharge the cargo at the average rate of 25000 metric tons (Karaikal port), 20000 MT (North Coal Berth 1 of VOC port), per weather working day, basis 7 or more hatches or prorata if less, per weather working day of 24 consecutive hours Sundays and Holidays included. Owner's responsibility for checking prevailing safe draft at discharge port.

Clause 10.

Demurrage/Dispatch:

At load port, demurrage, if any, incurred by the vessel in the event Charterers fail to maintain the loading rate guaranteed here-in-above shall be at the rate of **INR _____/-** per day per MT or pro rata for part of a day. Dispatch, if any, earned by the Charterers at the load port, as a result of completion of loading into the vessel earlier than here-in-above provided, shall be calculated at half the demurrage rate on the basis of 'all time saved'.

At discharge port, demurrage, if any, incurred by the vessel in the event Charterers fail to maintain the discharging rate guaranteed here-in-above shall be at the rate of **INR _____/- (For Karaikal port)** per day per MT **and INR _____ - (For North Coal Berth 1/VOC port, Tuticorin)** per day per MT or pro rata for part of a day. Dispatch, if any, earned by the Charterers at the discharge Port, as a result of completion of discharge from the vessel earlier than here-in- above provided, shall be calculated at half the demurrage rate on the basis of 'all time saved'. Lay time allowed for loading and discharging to be non-reversible.

Clause 11. LOAD PORT:

(A) The Notice of Readiness at the load ports is to be served Any Time Day or Night SHINC, to the following representatives

At Paradip port: Karam Chand Thapar & Bros Pvt. Ltd. (Handling agent at Paradip) with a copy by email to cemechcoal@tnebnet.org and copy by email to the charterer's agent at Paradip port.

(B) The Master of the vessel shall submit a Notice of Readiness (NOR) after arrival within port limits at load port whether in berth or not and in free pratique, provided the vessel is in all respects ready to receive cargo.

(C) Commencement of lay time:

Time for loading to count 24 hours after arrival of vessel within port limits and Notice of Readiness (NOR) is served and is accepted by TANGEDCO. If the loading operations begin before commencement of laycan, the period so used shall be deemed Laytime.

D) Laytime Exceptions (Time on the account of vessel owners and not on the charterers) :

- i) Any time used in closing and opening of hatches and hatch inspection not to count as lay time.
- ii) Any time used for shifting the vessel from anchorage to loading berth not to count as lay time.
- iii) Time for draft check (initial & interim draft survey) and waiting for tide shall not count as lay time unless the vessel is already on demurrage.
- iv) However, If the vessel is prevented from proceeding to the loading berth due to her inefficiency, tidal conditions, bad weather, strike of tugs or pilots or mandatory regulations, then the Notice of Readiness to be valid and any time lost not to count as Lay time.
- v) Shifting time shall not count as lay time, unless, the vessel is already on demurrage.
- vi) Lay time to count at actuals when worked on Charter Party (C/P) holidays. For stoppages if any, during intervening Charter Party holidays, lay time not to count if the vessel is not on demurrage. If the vessel is already on demurrage, full time to count as lay time during the intervening Charter Party holiday.
- vii) Any time necessarily required by a vessel to wait for tide for completion of loading shall not be counted as lay time.
- viii) Stoppage of work due to breakdown of machinery or power in the ship, stoppage due to agitation of crew of ship and stoppage at the instance of owner/master of the vessel will not count for calculation of laytime.
- ix) In case the loading is stopped due to rolling, bad weather, fire, natural calamities, acts of God etc. Such stoppages will not count for Laytime.
- x) Once on demurrage always on demurrage.
- xi) Any delays in Merchantile Marine Department clearance/local regulation compliance with regard to cargo to be on charterer's account and any delay in MMD clearance/local regulation compliance with regard to vessel requirement to be on owner's account.
- xii) If ship's holds are not ready (not swept clean dry, previous cargo residues etc.) to receive charterers cargo upon berthing, such time will not count as laytime.

- xiii) Vessel holds on tendering NOR to be clean, swept, water washed, dry, free of previous cargo residues, rust, scale and in all respect ready to load charterers intended cargo in bulk to charterers and shipper's surveyors satisfaction, if holds fail, NOR to be valid but laytime not to count till holds are passed again. If one or more holds are passed and if shippers commences loading on partly passed holds, then in such case laytime to count prorata.
 - xiv) Lay time shall cease to count from the time of completion of loading.
- E) Charterers/Shipper shall have no obligation to do trimming other than spout trimming. Charterers/Shipper shall also not have obligation to load the cargo in place inaccessible to the ship loader.
 - F) The Master of the vessel shall allow the Charterers and his representatives and agents to inspect the condition of the hatches before loading and supervise the loading and trimming of the coal inside the vessel.
 - G) All delays and stoppages during loading operation are to be recorded in the Statement of Facts.

Note: "Not to count as Laytime" means that these delays will be to the account of the vessel owner and not on the charterer. All Laytime exceptions are on owner's account and these delays will not be counted towards demurrage.

Clause 12.

DISCHARGE PORT:

- A) Notice of Readiness to be served at discharge port Any Time Day or Night Sundays and Holidays Including, to Receiver's agent (Karaikal Port Ltd.) for Karaikal port/ (M/s. Arni Engineering) for North Coal Berth 1 of VOC port / TANGEDCO / port agents, after arrival of the vessel within port limits provided the vessel is ready in every respect to discharge the cargo and in free pratique, whether in berth or not.
- B) Time for discharging to count 24 hours after arrival of vessel within port limits and Notice of Readiness (NOR) is served and is accepted by TANGEDCO. If the discharging operations begin before commencement of laycan, the period so used shall be deemed Laytime.
- C) Laytime Exceptions (Time on the account of vessel owners and not on the charterers)**
 - i) Any time used in closing and opening of hatches and hatch inspection not to count as lay time.
 - ii) Any time used for shifting the vessel from anchorage to unloading berth not to count as lay time.
 - iii) Time for draft check (initial & interim draft survey) and waiting for tide shall not count as lay time unless the vessel is already on demurrage.
 - iv) However, if the vessel is prevented from proceeding to the discharging

berth due to her inefficiency, tidal conditions, bad weather, strike of tugs or pilots or mandatory regulations, then the Notice of Readiness to be valid and any time lost not to count as Lay time.

- v) Shifting time shall not count as lay time, unless the vessel is already on demurrage
- vi) All laytime exceptions applicable for loadport listed under clause 11 are applicable for discharge port as well.
- vii) Lay time shall cease to count from the time of completion of unloading.
- D) All delays and stoppages during unloading operation are to be recorded in the Statement of Facts.

Note: "Not to count as Laytime" means that these delays will be to the account of the vessel owner and not on the charterer. All Laytime exceptions are on owners account and these delays will not be counted towards demurrage.

Clause 13.

Lay time non-reversible. Laytime is the time allowed to the Charterer for loading and discharging. **Non-reversible laytime means** laytime would be calculated separately for loading and for discharging. Demurrage and dispatch would also be calculated separately.

Clause 14:

In the event of discharging/Loading cargo being impossible due to inefficiency or any other cause attributable to the vessel, her Master, her crew of the Owners and such impossibility continuing for more than Three consecutive hours, the charterers shall have the right to order the vessel to vacate the berth and shifting from and back to berth shall be at Owner's expense and time.

If the vessel due to above mentioned reasons has to vacate the discharging berth/ loading berth, notice time or lay time, if on demurrage, shall not count from that time until she be in all respects ready to discharge/ load and notification has been given to the charterers accordingly. If, due to above matters, vessel loses her turn; time shall count again when discharging/loading recommences.

Clause 15

If through congestion at the Port of Discharge/ Loading, if vessel/steamer is kept waiting off the Port, laytime to commence to count as per clause 11 and 12, above.

Clause 16

Time used in shifting berth at loading and/or discharging port, not to count as lay time and any additional expenses incurred to be for Owners' account. Vessel to be left in seaworthy trim to Master's satisfaction to shift between berths.

Clause 17

Any time lost by the vessel after serving the NOR, waiting for berth at loading and/or discharging port shall also count as lay time, subject to laytime exceptions listed under clause 11 and 12.

Clause 18

Anytime lost due to breakdown of winches/ derricks/cranes, if any, not to count and expenses incurred to be for owner's account.

Clause 19

If any willful misrepresentation be made in respect of the size, position and/or should the vessel/Steamer not be in Loading Port and ready to load on or within the lay days agreed, it shall be at the option of the Charterers whether or not he will load the vessel.

Clause 20

The Act of God, the Queen's enemies, Arrest and/or Restraints of Rulers, Princes and people, Quarantine, Fire on Board, in Hulk or Craft of on shore, Ice, Barratry of the Master and Crew, Enemies, Pirates, Robbers by land or sea, accidents to and damage and detention from Boilers, and of machinery, Collisions, Stranding, Jettison, or from any act, neglect, default or error in judgment whatsoever of the Pilot, Master, Crew or other servants of the Ship-owners in the management and/or the navigation of the Steamer, and every other Dangers and Accidents of the Seas, Rivers and Canals of whatever nature and kind what-so-ever, before and during the said voyage always excepted. Steamer has liberty to call at any port or ports, in any order, or places, to bunker, or to deviate for the purpose of saving life or property, with leave to sail without Pilots, and tow or to be towed and assist vessels or to be assisted in all situations whatsoever. Salvage and/or towage for Owner's sole benefit. Ship not answerable for losses through explosion, bursting of boilers, breakage of shafts, or any latent defect in the machinery or Hull not resulting from want of due diligence by the Owners of the Ship or any of them or by the Ship's Husband or Manager.

Clause 21

The Captain shall cover the hatch of each hold as soon as the loading into same has finished and also all hatches when the loading or discharging has finished for the day, if the weather be wet or threatening; he shall also, during rain and snow, cover up all hatches by which loading or discharging is not actually going on. It is agreed that the Captain may send someone to check the weight of the cargo on delivery so as to avoid dispute, and weight as ascertained as per draft survey to be conclusive and be the Bill of Lading figure.

Clause 22

In the event of any general strike, riot, insurrection, revolution or war, which may prevent the Shipment of Coal under this Charter, the Owners in the event of no cargo having being loaded, have the option of canceling this Charter or if any cargo has been loaded they have the right to proceed on the voyage with the cargo so loaded. In the latter case the time to count as lay time to be mutually agreed between Owners and Charterers

Clause 23

That should any dispute arise between Owners and the charterers, the matter in dispute shall be referred to three arbitrators who shall be based at Chennai, one Arbitrator to be appointed by each of the parties hereto, and the third arbitrator by the two so chosen, their decision or that of any two of them, shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the Court. The Arbitrator shall be commercial men. The venue of arbitration shall only be at Chennai.

Clause 24: JURISDICTION:

This charter party is concluded and signed at Chennai. In the event of any dispute arising under this agreement, courts at Chennai alone shall have exclusive jurisdiction in the matter and other courts jurisdiction is ousted.

Clause 25

Freight Invoice to be submitted as per bill of lading quantity. Payment basis shall be draft survey at disport or Bill of Lading whichever is lesser.

95% : within 7 working days of completion of unloading of the vessel upon submission of freight bill in triplicate by vessel owners/agents to charterers, along with Original Bills of Lading(B/L), draft survey weightment at loadport and disport by charterer's appointed inspection agency.

Balance 5% freight adjusted for demurrage/despatch as applicable is payable by charterers within 30 days of completion of discharge and on production of (i) copy of B/L (ii) Copy of charter party (iii) owner's/agent's laytime calculations verified and accepted by charterer TANGEDCO, along with supporting documents.

Owners/agents to confirm receipt of funds within ten (10) days of remittance of initial and final payment.

Freight is deemed to be earned upon arrival of the vessel and the cargo at the first or sole discharge port. The entire freight shall at all times be at the risk of the vessel owners/agents.

GST on Freight and Demurrage to be fully on Charterer's account, same will be added whilst preparing each "Tax Invoice" quoting GST number and nature of service provided as per the GST Invoice format.

Tax invoice shall be raised on total freight rate .

TDS on all payment to be deducted by Charterers as applicable.

Clause 26

Bill(s) of lading to be issued in strict conformity with Mate's receipts and no change is permitted. Copy of the original Bill of Lading to be attached with Letter of Indemnity and also one copy of original Bill of Lading to be released to owners through agents immediately on release at load ports.

Clause 27

The Owners/ Master to serve notice on fixing followed by 7d/5d def & 3/2/1 days arrival notice if applicable to:

Charterers :

- 1) TANGEDCO,
CHENNAI,
ADDRESS: 144,
Anna Salai
EMAIL ID: cemechcoal@tnebnet.org
PHONE NUMBERS : 044 28520011

2) SHIPPERS:

Paradip Port Limited:

M/s KCT Ltd.

SANKHA SUVRA MITRA/EMAIL: SSMITRA@KCTGROUP.COM/ PH:+91
6722222402 VAIBHAV PURUSWANI/EMAIL: VPURSWANI@KCTGROUP.COM/
PH:+91 8084839868 MOHAMMED ARIEF/EMAIL:
MARIEF@KCTGROUP.COM/PH:+919500036538

Indicating expected arrival of the ship at port of loading together with the exact quantity of cargo required in metric tons.

3) On sailing from the load port, the owners/ Master to inform the charterers TANGEDCO/Chennai, charterer's agents to:M/s. Seaport Shipping pvt. Ltd(Charterer's agent at Paradip port), M/s. Jespa Shipping Agencies Pvt. Ltd. (Charterer's agent at Karaikal port) and Karaikal port Ltd. for Paradip-Karaikal consignments (or) to M/s. Seaport Shipping Pvt. Ltd.(charterer's agent at Tuticorin) and M/s. Arni Engineering, the Handling Contractors at NCB1 of VOC port, Tuticorin for Paradip-Tuticorin consignments, indicating the quantity loaded as well as ETA at discharge port and also give 3/2/1 days notice before arrival at discharging port.

Clause 28

Vessel to be dry and clean before tendering notice and to be free from rest of previous cargo to Charterers' satisfaction, duly supported by a certificate from recognized agency at owners' expense. Should the vessel not be ready to load in accordance with definite notice, the owners to be responsible at loading port for any expenses incurred thereby such as demurrage on canal barges, railway wagons, warehousing and extra transport charges in this connection, such expenses to be paid by Owners. Cost of opening and closing of hatches to be for Owners' account and time occupied not to count as lay time.

Clause 29

Indian Income Tax on the freight, if any, shall be for Vessel Owners account and Charterers shall be in no way concerned with its assessment, collection or payment. In case of Indian flag vessels , Charterers will deduct the TDS as applicable while releasing the payment. Necessary certificate would be provided for the amount deducted.

GST (as applicable) on Freight and Demurrage to be on Charterer's account and to be invoiced along with Freight /Demurrage and paid by charterers along with the Freight/ Demurrage.

Clause 30

Overtime Not applicable.

Clause 31

The Master to sign Bills of Lading with quantities as ascertained by the Port/concerned Authorities, but the master not to sign Bills of Lading for quantity in excess of that which he believes to be aboard his vessel.

Clause 32

The Owners/Master/Agents shall ensure release of Bill(s) of Lading immediately and in any case, not later than 24 hours of completion of loading. Quantity determined by draft survey conducted at the loading port shall be declared in the Bill(s) of Lading.

Bill(s) of lading shall be signed by the Master/agents of the vessel.

Master/agents should sign as many sets of Bill(s) of lading presented by shippers/ their agents.

Clause 33

In case of claim for damage to vessel done during loading and/ or discharging, each claims has to be presented in writing by the Master within 48 hours after the damage has been sustained , failing which, Charterers are not responsible, with a view to establishing damage, if any solely attributable to the operation of loading and discharging, fair wear and tear excepted, Charterers' agents to be immediately notified by the vessel at the time of occurrence and such damage is to be agreed by surveyors appointed by each party.

Charterers are not responsible for damage to cargo battens. Any dispute regarding stevedoring damage to be settled between owners and stevedores. In the event stevedores refuse to settle cost of such damage, Charterers to remain responsible for eventual payment.

Clause 34

It is understood that New Jason Clause, Both to Blame Collision Clause, war risk clause 1 and 2 and General Clause Paramount, as per annexure are deemed to be incorporated in this Charter Party.

Clause 35

Vessel to be consigned to charterer's agents at loading port and discharging port, Charterers shall appoint their own stevedores at the port of loading and discharging. Charterer shall utilize the stevedore at NTPL berth of VOC port, in case of delivery at VOC port.

Agents:

Load port and Discharge port: Charterer's agents on behalf of charterer and for draft survey.

Owners can have their agents to act on their behalf.

Clause 36

Owners to be Members of P & I Club.

Clause 37

Receivers and/ or Charterers are entitled to work during excepted periods and at night, if required, and the vessel/steamer to supply free of charge sufficient electric light for night work, including Sundays and Holidays.

Clause 38

Owners confirm that performing vessel to be classed Lloyd's Highest + 100 A1 strengthened for ore cargoes, or equivalent which shall be maintained until completion of cargo.

Clause 39

If special provisions, as attached, conflict with the printed provisions of the charter party, then special provisions to apply.

Clause 40

On reaching loading port, Master/ owners to email to TANGEDCO/Chennai and TANGEDCO's shipping agents M/s. KCT Ltd. (Paradip port), giving the quantity to be loaded. On sailing from loading port, Master/ owners to email to TANGEDCO/Chennai, charterer's agents M/s. Seaport Shipping Pvt. Ltd. (for Paradip Port), M/s. Jespa Shipping Agencies Pvt. Ltd. (for Karaikal port) and the receiving agents M/s. Karaikal Port Ltd. (For Karaikal port) and M/s. Arni Engineering Ltd. for NCB 1, Tuticorin, as the case may be, giving the total quantity loaded. Master/ owners also to email to the above parties 3/2/1 days definite notices of ETA prior arrival at discharge port.

Clause 41

The Charterers shall arrange for a safe loading berths at load ports and shall load, stow and trim cargo on board the vessel free of risk and expense to vessel, but always under the supervision of the Master.

Clause 42

The Ship-owners shall pay and bear all port charges at Paradip port (except port loading charges), tonnage dues, light dues and other taxes, assessments and charges, which are customarily payable on or with respect to the vessels at load port Paradip. All discharge port (Karaikal port or VOC port as the case may be) charges except unloading charges shall be on Owner's account.

Clause 43

The ship owners shall ensure that, the vessel shall provide to the Charterers/ shippers free use of all gear (if applicable), also all lights, as on board, for working the vessel at no cost to the shippers or charterers.

Clause 44

The Shippers shall load the cargo in accordance with the Master's or Chief Officer's instructions and shall arrange to trim the cargo to the Master's satisfaction.

Clause 45

On completion of loading, a Statement of Facts shall be made out at the load port duly recording all stoppages/delays and signed by the Master/ Agents of the vessel and the Shippers/their representatives.

Clause 46

Owners/Master/their Agents shall allow representatives of Inspecting Agency nominated by Charterers, on board to carry out draft survey and to inspect/supervise at all stages of loading/storage/discharging of cargo at loading/discharging ports. Time used not to count as Lay time.

Clause 47:

Any dues and/or taxes on cargo to be for Charterers' account but customary vessel's port charges including berthing expenses and any dues and/or taxes on vessel/freight, even if measured by quantity of cargo on board to be for Owners account.

Clause 48:

Owners confirm that the vessel is single deck with sufficient width of hatch openings to facilitate loading and unloading of Coal.

Shipment shall be done in a sea worthy vessel classified as 100 A1 by LLOYDS OR equivalent classification society and approved by General Insurance Corporation of India. Owners to confirm that the vessel is single deck with sufficient width of hatch openings to facilitate loading of Coal and to be sea worthy classified as 100 A1 by LLOYDS or equivalent classification society and approved by General Insurance Corporation of India. Owners confirm vessel is able to meet all load/discharge port limitations/requirements/conditions and is suitable to load fixture quantity basis load port restrictions and available draft at discharge port.

Extra insurance if any due to vessel's age/class/flag to be on owners account.

Clause 49:

Owners to confirm vessel possesses valid statutory certificates and complies with all directives of government /DG(shipping) regarding suitability and/or acceptability of vessel in respect of class/age/other technical parameters in Indian waters/ports.

INSA NoC, DG Shipping Approvals are to be done by Vessel Owners. TANGEDCO (as Charterers) are willing to provide assistance (non-monetary) for the same. All coastal conversions/re- conversions to be for owners cost and time.

Vessel to tender NOR at Load Port, only after vessel is converted to coastal status. In case owners are unable to convert the vessel at last port and on arrival at Load Port, then vessel is to be allowed to give NOR on arrival but any physical time lost after berthing on account of delay to commencement of loading due to foreign status (due to non-conversion to Coastal) of the vessel not to count as lay time. Actual time and cost for coastal conversion, if any, will be on Owners' account.

Clause 50:

No cargo is to be loaded in between decks, deep tanks or bunker spaces or other inaccessible place. The master to have the liberty of loading in such spaces for the purpose of stability of the vessel, but any extra time used and additional expenses incurred in loading into and/or discharging from such spaces to be owners' account.

Clause 51:

The cargo shall be loaded free on board, spout trimmed, any additional trimming and/ or leveling if required to be for owner's account.

Trimming of the vessel's cargo by shippers shall be limited to spout trimming or by such mechanical trimmer, as may be available at the load port but under supervision of the Master of the vessel.

Clause 52:

Owners to undertake that, the nominated vessel has not been sold nor will be sold for scrapping or otherwise during the currency of this Charter Party.

Clause 53

Loading always according to IMO

Clause 54

Nil Commission applicable

Clause 55**DESCRIPTION OF VESSEL:**

Vessel owners to confirm vessel possesses valid statutory Certificates and complies with all directives of Govt./ DG Shipping regulations. Suitability and / or acceptability of vessel in respect of class/ age/other technical parameters in Indian waters/ Ports.

Owners to furnish the complete details of the vessel as under:

MV

____ **TBN**

VESSEL DESCRIPTION

PNI:

CLASS:

YEAR OF BUILT:

DWT & DRAFT:

LOA/BEAM:

NO. OF HATCHES/HOLDS:

Hatch sizes:

No of holds:

Hold Cubic capacity:

Other salient Technical details:

ITINERARY:

NAME/FULL ADDRESS/TELEX/FAX/PHONE NOS OF HEAD OFFICE:

56.0 VENDOR & BANKING DETAILS:

| | | |
|---|--------------------------------|--|
| 1 | Vendor Name and Address | |
| 2 | Permanent Account Number (PAN) | |
| 3 | GST Registration No. | |
| 4 | Particulars of Bank Account | |
| | A. Name of the Bank | |
| | B. Name of the Branch | |

| | | |
|---|---|--|
| | C. Branch Code | |
| | D. Address | |
| | E. City Name | |
| | F. Telephone No. | |
| | G. NEFT IFSC Code | |
| | H. 9 digit MICR code appearing on the cheque book | |
| | I. Type of Account (10/11/13) | |
| | J. Account No. | |
| 5 | Tax Identification Number (TIN) | |

INTERMEDIARY BANK - NOT APPLICABLE

Clause 57

Vessel's crew not to drive cranes/ Grabs. (The stevedores will be arranged by the shipper/ receiver).

Cargo to be always loaded in accordance with IMSBC code and local regulations. Cargo to be always loaded across all holds or as per vessel grain stability norms and always within vessel's restrictions as per master's sole satisfaction in case of more than one loadport, then cargo to be loaded across all holds before proceeding to second load port and similar practise to be undertaken at the discharge port(s). All loading/discharging to be done within vessel's restriction.

Clause 58

Owners confirm vessel/owners comply with ISPS code/requirement.

Clause 59

Surf days not to count as weather working days, unless used and when used actual time used to count.

Clause 60

Owners to declare quantity to be loaded at the time of tendering definite notice and to maintain the same. In view of the constraints faced at loading ports, during final trimming operations the exact quantity indicated by the master of the vessel cannot be loaded. It will be owner's responsibility to ensure loading of the indicated quantity as per the hatch plan. The owners/owners agents at loading port have to suitably co-ordinate with the loading port authorities on the above.

Clause 61

Penalty for late arrival:

If the owners fail to provide a suitable ship within the agreed laycan, then penalty for late arrival shall be that Laytime shall count only from commencement of loading for that late voyage.

Clause 62

Penalty for non-supply of vessel:

"Charterer will communicate the laycan 10 days in advance to the laycan. In case, the owner fails to provide the vessel and perform the charter after 20 days from the date of cancellation of the laycan, then the charterer reserves the right to claim the differential cost of freight/Ton incurred, if any, towards any alternate arrangement by sea route to be made due to non-supply of the vessel."

Non-supply means vessel not able to perform the voyage, even if nominated, even if vessel arrives at port and withdrawn later, due to reasons attributable to the ship.

Clause 63

GST (as applicable) on freight and demurrage to be on charterers account and to be invoiced along with freight and demurrage and paid by charterers along with the freight/ demurrage.

Clause 64

If on arrival of vessel at discharge port, the vessel's draft exceeds maximum permissible safe draft and it becomes necessary to do lightening to be able to go alongside the berth nominated by the charterers, the Owners to arrange the lightening up to maximum permissible safe draft at their risk and expenses and time used for same not to count as lay time.

Clause 65

Port disbursements at load port Paradip and disport Karaikal port or VOC port as the case may be, shall be on Owner's account. (cargo related charges on charterer's account both ends)

Clause 66

LOAD/DISPORT RESTRICTIONS:

Vessel should be suitable to load and discharge as per requirements / restrictions of load port and disport.

LOADPORT: PARADIP PORT:

BEAM: 32 METERS

MINIMUM LOA: 260

METERS MAXIMUM

DRAFT AVAILABLE: MAXIMUM DRAFT 14.5 METERS AFT (Owner to check prevailing draft at discharge port)

DISCHARGE PORT: Karaikal Port (Owner to check prevailing draft and other specifications with port)

DISCHARGE PORT: VOC PORT, TTN

DRAFT : 14 M (Owner to check prevailing draft with port) LOA: 225 M; beam: 32.26 M

Owners to confirm vessel is able to meet all load Port / discharge Port limitations/ requirements/conditions/restrictions.

Clause 67

The steamer is to be addressed for the Custom House business to Owners or their agents at Ports of loading and vessel agents at discharging port.

Clause 68:

General Average to be settled in London in accordance with the York/ Antwerp Rules 1974.

Clause 69

Master to telegraph/email "Charterers" at port of Loading, should he has to put in at any port or ports.

Clause 70

In case of Jettison, the captain to report the same to consignees immediately on arrival.

Clause 71

Ship to apply to charterer's stevedoring agents at the Port of loading and TANGEDCO office for cargo and wire them on leaving the last port of discharge.

Clause 72

Dispatcher's fee not applicable.

Clause 73

Any vessel dues related discount offered at loadport and disport to be passed on to Charterer.

Clause 74:

LOI Clause:

Owners to allow discharge of cargo to receivers against presentation of a fully completed and executed LOI (in owners P&I club format) in case of non-presentation of original Bill of Lading at discharge Port. The LOI to be prepared on Charterer's letterhead as per P&I Club Proforma duly signed and stamped by Charterers.

If charterers require part discharge at Karaikal and partly at NCB1/ Tuticorin, Owners shall agree for split Bill of Lading without LoI from Charterers, but with an authorisation from the charterers.

Clause 75:

Owners to provide a Corporate Guarantee on their letter head undertaking to perform all services under above contract satisfactorily with all reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of TANGEDCO and accept full responsibility for the satisfactory quality of such services as performed by them.

Clause 76:

All the other terms and conditions of the tender relevant to the Charter party shall form part of this contract.

OWNERS:

For and on behalf of Owners

CHARTERERS:

For & on behalf of Charterers

TANGEDCO Limited

SCHEDULE-A

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/SD:

DEED OF GUARANTEE made on
this.....

.....by the Bank of (here in after called the bank) to and in favour of the Tamil Nadu Generation & Distribution Corporation Ltd., (TANGEDCO) a body corporate constituted under Companies Act 1956 having its office at 144 (Old No.800) Anna Salai, Chennai –2 represented by the Chief Engineer/Mechanical/ Coal (hereinafter called the *Charterer*).

WHEREAS in accordance with Invitation for Bids under the Tender Document No...Coal(Ship)-105 dated 24.03.2022 M/s.....(***)...[*Vessel Owner/Disponent Owner Name/agent*].....having its Registered/Head Office at (here-in-after called the 'Vessel owner/disponent owner/agent') wish to participate in the said tender Coal(Ship)- 105 dated 24.03.2022 for movement of coal under contract of affreightment basis.

AND WHEREAS in accordance with the terms of the Tender Document No. Coal(Ship)- 105 dated 24.03.2022, the vessel owner/disponent owner/agent has to pay a sum of Rs/USD.....(Rupees/US Dollar Only) as Earnest Money Deposit from a Nationalised Bank/branches of reputed Foreign Banks in India/scheduled banks.

AND WHEREAS the vessel owner/disponent owner/agent has requested the charterer to accept Bank Guarantee in lieu of Earnest Money Deposit for a sum of Rs./USD..... for participation in the tender.

AND WHEREAS the Bank has at the request of the vessel owner/disponent owner/agent agreed to guarantee the payment of the said sum to the charterer in the event of occurrence of any of the conditions for forfeiture of Earnest Money Deposit mentioned in the Tender Document No.Coal(Ship)- 105 dated 24.03.2022.

NOW THIS DEED WITNESSES AS FOLLOWS:

In consideration of the charterer having agreed to accept the Bank Guarantee from a Nationalised Bank/branches of reputed Foreign Banks in India/scheduled banks towards Earnest Money Deposit for a sum equivalent to Rs./USD..... (Rupees/USD Only) the Bank do hereby guarantee that if the vessel owner/disponent owner fails to fulfill the conditions of the Tender Document or in the event of occurrence of any of the conditions for forfeiture of Earnest Money Deposit mentioned in the Tender Document No. Coal(Ship)- 105 dated 24.03.2022,

the Bank shall pay forthwith merely on demand without any demur to the charterer the amount guaranteed under this deed.

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said amount of Rs./USD..... (Rupees/ USD..... Only).

The Bank further undertakes to indemnify the charterer against any loss or damage that may be caused or suffered by the charterer by reason of any breach of the terms and conditions in the said Tender Document No. Coal(Ship)- 105 dated 24.03.2022.

This Bank Guarantee is valid till

The expressions "Bank" "Charterer" and "Vessel owner/disponent owner/agent" before used shall include their respective successors and assigns.

IN WITNESS WHEREOF THIRU

.....

For and on behalf of the Bank has signed this Deed on the day, month and year first above written.

SIGNATURE
WITH THE SEAL OF THE BANK
(NAME IN BLOCK LETTERS)

IN THE PRESENCE OF WITNESSES.

1.
(NAME IN CAPITAL WITH ADDRESS)

2.
(NAME IN CAPITAL WITH ADDRESS)

(Designation office address or Residential Address
of the witnesses)

SCHEDULE- B
CERTIFICATE REGARDING ACCEPTANCE OF NO DEVIATIONS
(On the letter head of the Bidder)

Ref. No..

Date:

To
CHIEF ENGINEER/MECH/COAL
TAMIL NADU GENERATION &
DISTRIBUTION CORPORATION LTD.
II FLOOR, NPKRR MAALIGAI,
144, ANNA SALAI, CHENNAI – 600 002.

Sub: Tender Specification No. Coal (Ship)- 105 Dt. 24.03.2022 for

CONTRACT OF AFFREIGHTMENT FOR MOVEMENT OF 9.00 LT+/-10% DOMESTIC COAL FROM PARADIP TO KARAIKAL PORT AND FROM PARADIP TO NORTH COAL BERTH 1 OF VOC PORT, TUTICORIN BY ULTRAMAX OR PANAMAX GEARLESS VESSELS FOR A PERIOD OF 6 MONTHS +/- 15 DAYS CHOITION

Dear Sir,

- 1.0 With reference to our Bid for the subject tender specification as above, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s)/Clarification(s)/Addendum/Errata/Corrigendum (if any) issued by the Tender Inviting Authority prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.
- 2.0 We further confirm that any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments(s)/Clarification(s)/Addendum/Errata/Corrigendum (if any) as mentioned at 1.0 above found anywhere in our Techno-Commercial Bid and/ or Price Bid, implicit or explicit shall stand unconditionally with drawn, without any cost implication whatsoever to Tender Inviting Authority, failing which the EMD shall be forfeited.

Place:
Date:

Signature
Name
Designation
Seal

SCHEDULE – C

UNDERTAKING FOR LOADING AND DISCHARGING RATES (this document is for BQR 7(i) of Section III)

Date:

To
Chief Engineer/Mech/Coal
M/S. TANGEDCO Ltd.,
144, Anna Salai,
2ND Floor,
Chennai – 600 002.

This is to certify that the vessels chartered would be capable of loading coal at the thermal coal berths at Paradip and discharging coal at Karaikal port and at North Coal berth 1 of VOC port as the case may be, through shore cranes.

The Tenderers should confirm clearly that his vessel is suitable for loading at the coal berth at Paradip through mechanical shore facilities at the agreed loading rate and also suitable for discharging the same at the coal berths at Karaikal / North Coal Berth 1 of VOC port at the agreed discharge rates.

In the event the vessel after berthing at Karaikal / North Coal Berth 1 of VOC port is found incapable of discharging the cargo due to technical deficiencies, Owners will bear all the cost, consequences and expenses as decided by Charterer, M/s. TANGEDCO.

Thanking you,

Place:
Date:

Yours faithfully,
For
(Sd.)
(Name)
(Designation)
Seal of the shipping
Company / Corporation.

SCHEDULE – D

BIDDER'S EXPERIENCE

(This document and the related documentary proofs
are for BQR 7(ii) of Section III)

COAL(SHIP)- 105 DT. 24.03.2022:

CONTRACT OF AFFREIGHTMENT FOR MOVEMENT OF 9.00 LT+/-10%
DOMESTIC COAL FROM PARADIP TO KARAIKAL PORT AND FROM
PARADIP TO NORTH COAL BERTH 1 OF VOC PORT, TUTICORIN BY
ULTRAMAX OR PANAMAX GEARLESS VESSELS FOR A PERIOD OF 6
MONTHS +/- 15 DAYS CHOITION

Tenderers shall list the experience below:

| Sl No. | Financial Year (1 st April to 31 st March) | Voyage details (load port and discharge port) | Cargo carried | Proof attached (whether Bill of Lading or Mates receipt) | Remarks |
|-----------|--|---|------------------|--|---------|
| 1 | 2018-19 | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| 2 | 2019-20 | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| 3 | 2020-21 | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

PLACE:
DATE:

SIGNATURE :
DESIGNATION:
COMPANY :

COMPANY SEAL:

SCHEDULE E

PROCESS COMPLIANCE STATEMENT (on Company's letterhead)

Bidding to be held:

CONTRACT OF AFFREIGHTMENT FOR MOVEMENT OF 9.00 LT+/- 10% DOMESTIC COAL FROM PARADIP TO KARAIKAL PORT AND FROM PARADIP TO NORTH COAL BERTH 1 OF VOC PORT, TUTICORIN BY ULTRAMAX OR PANAMAX GEARLESS VESSELS FOR A PERIOD OF 6 MONTHS +/- 15 DAYS CHOITION

**TANGEDCO TENDER SPECIFICATION NO.COAL(Ship)-105 Dt.
24.03.2022**

Name of the Organization:

The following terms and conditions are deemed as accepted by us for participation in the above bid event. We have accepted the rules on participation at the bid event. The award decision by TANGEDCO would be final and binding on us.

1. We will not divulge either our bids or those of other bidders to any other external party.
2. We agree to non-disclosure of trade information regarding the purchase, identity of **NIC's** portal, bid process, bid technology, bid documentation and bid details.
3. We agree that all times mentioned for the e-Tender event are as per NIC **Server Time** base on IST.
4. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of **TANGEDCO/NIC**.
5. Based on the competitive quotes received, TANGEDCO's decision will be final and binding on us.
6. Our participation in a bid event is by invitation from TANGEDCO
7. TANGEDCO is not obliged to place the contract if the expected price of the event is not met. TANGEDCO will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
8. Bids once finally submitted cannot be withdrawn or modified under any circumstances.
9. TANGEDCO can decide to extend, reschedule or cancel the E-Tender.
10. Bids cannot be altered after submission.
11. We shall indemnify and hold **TANGEDCO/NIC**, its and their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any contractual problems or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.

12. **TANGEDCO/NIC** or its employees or other representatives will not be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.

13. **TANGEDCO/ NIC** will not be liable and responsible in any manner whatsoever for failure to access & bid on the e-Tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the e-Tender events.

14. Validity: The bidders should keep their bids valid for 90 DAYS the date of technical bid opening. No bidder is permitted to withdraw his quoted rate within the validity period. In case of withdrawal of offer, the EMD will be forfeited and TANGEDCO may claim additional expenses, if any incurred, from the bidder due to withdrawal of offer by him.

We agree to have read, understood , agreed in toto and to abide by this statement.

Organization

Name

Designation

Signature & stamp /seal

Date & Place

SCHEDULE – F

E-TENDER FORM

To

The Chief Engineer/Mech/Coal,
Tamil Nadu Generation & Distribution Corporation Ltd.,
II Floor, Western Wing,
NPKRR Maaligai, Electricity Avenue,
144 Anna Salai, Chennai-600 002.

Dear Sir,

- (1) Having examined the above specification together with the accompanying schedules, etc. we hereby offer our vessel as covered in the Specification at the rates quoted in the e-bid.
- (2) We hereby verify and state that the particulars entered in the schedules attached to the Specification are true and correct.
- (3) In accordance with Security Deposit Clause of the Specification, we agree to furnish Security Deposit.
- (4) Our company is not a potentially Sick Industrial Company or a Sick Industrial Company in terms of Section-23 or Section-15 of the Sick Industrial Companies (Special Provisions) Act 1985.
- (5) Our company is not Black listed or Banned as on the date of submission of bid in any of the Government/Semi government/PSU's in India.

Yours faithfully,

PLACE:

DATE :

SIGNATURE OF THE
OWNER/DISPONENT
OWNER OF THE OFFERED
VESSEL :
DESIGNATION:

SEAL:

SCHEDULE – G

CERTIFICATE FOR INPUT TAX BENEFIT

Declaration to be submitted by the bidders in Non Judicial Stamp paper of value not less than Rs.100/-

To
The Chief Engineer (concerned), TANGEDCO.

We hereby declare and confirm that we are registered vendor under GST Act having GSTIN _____ in State of _____. Our applicable GST% for the above reference job is _____ under code _____.

We hereby declare and confirm that we are unregistered vendor under GST Act being turnover is less than Rs. _____ lakhs (being threshold limit) per annum. (For unregistered vendor, the vendor has to submit an affidavit in the enclosed format).

We hereby declare and confirm that we are registered vendor under composite scheme having GSTIN _____.

We are aware that as per sec 171 of CGST Act, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit should be passed on to TANGEDCO by way of commensurate reduction in prices and as such we hereby declare that we are extending Rs. /- of % as rebate in my awarded price against input tax credit benefit.

We hereby declare that we do not have any input tax credit benefit on account of GST applicable against this job. If it is established that we have availed input tax credit benefit against this job, the differential tax benefit will be returned to TANGEDCO failing which TANGEDCO may take appropriate action.

Signature of Owner/disponent Owner
Company Seal.

Note: Bidder may strike out the para not applicable. If Nil Input Tax Credit, this declaration needs to be attested by the shipping company's auditors.

SCHEDULE – H

LETTER OF AUTHORISATION TO THE AGENT IF BIDDER IS AN AGENT

(ON LETTER HEAD OF VESSEL OWNER/PRINCIPAL ON WHOSE BEHALF THIS TENDER IS BEING SUBMITTED)

To
M/s. TANGEDCO Ltd.
144, Anna Salai (II Floor, NPKRR Maaligai),
Chennai - 600 002.
Sirs,

SUB: CONTRACT OF AFFREIGHTMENT FOR MOVEMENT OF 9.00 LT+/-10% DOMESTIC COAL FROM PARADIP TO KARAIKAL PORT AND FROM PARADIP TO NORTH COAL BERTH 1 OF VOC PORT, TUTICORIN BY ULTRAMAX OR PANAMAX GEARLESS VESSELS FOR A PERIOD OF 6 MONTHS +/- 15 DAYS CHOPTION

We, _____ (Name of Vessel Owner/Principal on whose behalf this tender is being submitted) established and reputed shipping company/Corporation having Head Office at _____ (Name and address of the place) are submitting our offer to move domestic coal on contract of affreightment basis by gearless vessels TBN, in full observance and acceptance of the conditions stipulated in the Tender. We enclose herewith proof of having remitted the required EMD through the agent.

We also hereby confirm the acceptance of all Terms and conditions of the aforesaid Tender which will also form the conditions of the C/P if awarded to us, without any deviations.

We, hereby authorize _____ (Name of the Bidder) to bid, negotiate and conclude the contract with TANGEDCO for the service against your Tender No.Coal(Ship)-105 Dt. 24.03.2022 for movement of domestic coal by gearless vessels TBN, under contract of affreightment to TANGEDCO.

No company, firm, or individual other than M/s. _____ (Name of the Bidder) can conclude the contract on our behalf, for the aforesaid charter for coastal movement of coal under contract of affreightment basis, against this invitation for bid by TANGEDCO.

Thanking you,

Yours faithfully,

(Signature & Date)
Seal of the Shipping
Company / Corporation
(Name)
(Designation)
Email ID



भारत सरकार / GOVERNMENT OF INDIA
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय
MINISTRY OF PORTS, SHIPPING AND WATERWAYS

नौवहन महानिदेशालय, मुंबई
DIRECTORATE GENERAL OF SHIPPING, MUMBAI

F. No. SD-9/CHART(82)/97-VI

Dated: 14.01.2021

DGS Circular No. 02 of 2021
(Shipping Development)

Sub.: Guidelines for exercise of Right of First Refusal-grant of license to foreign flag vessels.

Background, Legal Provisions and Policy:

Whereas Section 406 of Part XIV of the Merchant Shipping Act, 1958 [Control of Indian ships and ships engaged in Coasting Trade], mandates that Indian ships and other ships chartered by Indian citizen or a company or a society, needs to be licensed by the Director General of Shipping. Such license can be granted subject to such conditions as may be specified by the Director General of Shipping.

2. Whereas section 407 of the same Part of the Act mandates that ships other than Indian ships or ships chartered by Indian entities, intending to engage in coastal trade of India, need to be licensed by the Director General of Shipping. Such license can be granted subject to such conditions as may be specified by the Director General of Shipping.

3. Whereas, in exercise of powers under the above sections of the Act, the Director General of Shipping has by way of Shipping Development Circular No.-2/2002 dated 08.11.2002 [F.No. SD-9/CHRT (82)/97-II], issued guidelines to provide the right of first refusal to the Indian flag vessels before grant of license to foreign flag vessels.

4. Whereas, as of now, the Right of First Refusal (RoFR) is available to Indian flag vessels, as stipulated under Shipping Development Circular 02 of 2002 dated 08.11.2002, issued by the Director General of Shipping, GoI.

5. Whereas, in addition to the existing policy to encourage flagging of ships in India, it is also the express policy of the Government of India to encourage and promote manufacture and production of goods in India under 'Make in India', with a view to enhance income and employment. To give effect to this policy, the Department of Industrial Policy and Promotion (DIPP) has issued Public Procurement and 'Make in India' orders dated 15.6.2017 and 28.05.2018, and 04.06.2020.

6. Whereas, Government of India has taken several steps to promote shipbuilding in India especially by providing long term subsidy for ship building under the shipbuilding financial assistance policy (2016-2026).

7. Whereas, Government of India intends to further incentivise shipbuilding by providing additional market access and business support to ships built in India.
8. Whereas, it is felt that demand for the ships built in India can be promoted if some preference is given to Ships built in India, in chartering of vessels and for engaging in coastal trade.
9. Whereas, a need has also been felt to review the licensing conditions keeping in view, (i) the Government of India's policy of promoting the Make in India initiative, (ii) the Ministry's existing policy to promote flagging of ships in India (iii) the Public Procurement and Make in India orders dated 15.6.2017, 28.05.2018 and 04.06.2020 issued by DIPP, (iv) the need to give a long term strategic boost to the domestic shipping and shipbuilding industry, (v) the need to encourage the domestic shipping industry to support the domestic shipbuilding industry, and (vi) the need to develop self- reliance and a strong synergy among these vital industries for the overall long term development and economic growth of the country.
10. Whereas, the Notification No. 2 of 'Make in India' dated 13.02.19 [F.No. SY-13017/4/2017-SBR], was issued by the Ministry of Shipping, Govt. of India, requiring the review of the guidelines on RoFR issued by the Director General of Shipping.
11. Whereas, the Shipping Development Circular 02 of 2002 was superseded by Shipping Development Circular No. 02 of 2019 dated 22.03.19.
12. Whereas, members of INSA were having certain objections on the provision covered in the circular on RoFR and the said Circular No 02 of 2019 was challenged in the Hon'ble Delhi High Court.
13. Whereas, the Notification No. 2 of 'Make in India' dated 13.02.19 [F.No. SY-13017/4/2017-SBR] has been withdrawn by the then Ministry of Shipping, Gol (now Ministry of Ports, Shipping and Waterways) on 20.07.2020.
14. Whereas, the Shipping Development Circular No. 02 of 2019 dated 22.03.19, has also been withdrawn by the DG Shipping, Gol on 07.08.2020.
15. Whereas, the Ministry of Shipping (now Ministry of Ports, Shipping and Waterways), Gol, has issued a Notification No. SY-13017/4/2017-SBR dated 23rd October, 2020 on promotion of Make in India initiative- RoFR for Indian built and Indian flagged ships through amendments to Guidelines for chartering of vessels done through tender process for all types of requirements.
16. Whereas, the said Notification of the Ministry dated 23rd October, 2020 provides the manner for exercise of Right of First Refusal.
17. Whereas, the said Notification of the Ministry dated 23rd October, 2020 provides that all vessels flying the flag of India (i.e. registered in India) up to the date of issue of new circular

by the Director General of Shipping shall be deemed to be Indian built vessels and will fall in category (i) of the RoFR hierarchy given under Para 7 of the said Notification.

18. Whereas, in view of the above background a need has been felt to review the guidelines on Right of First Refusal under Shipping Development Circular 02 of 2002 and Shipping Development Circular No 02 of 2019 (now withdrawn), to balance the interests of the shipping and ship building industries keeping in view of the policy of the Government to make India, Self-Reliance India [Atma Nirbhar Bharat] in maritime sector.

19. Now therefore in exercise of powers conferred under Section 406 and 407 of the Merchant Shipping Act, 1958, the Director General of Shipping, in supercession of previous guidelines relating to chartering and licensing of the vessels, is pleased to issue the following guidelines, for Right of First refusal in chartering or engagement of foreign flag vessels.

20. Chartering or engagement of foreign flag vessels done through tendering process, for all types of requirements: -

20.1. The chartering/engagement of vessels through "tender process" as mentioned above shall only be applicable for open/global tenders and chartering/engagement by other means shall be considered as "chartering/engagement through non-tender processes". The "tender process" shall be considered valid within the following definition:

20.1.1. Tenders shall be open or global tender, for which a tender advertisement has been duly published in a national or international newspaper or commercial websites or website of the agency/organization/company floating the tender;

20.1.2. Tender contains technical specifications and commercial terms and conditions of the vessel provided in the tender advertisement. If there is a dispute relating to technical specifications of the vessel given in the tender advertisement, the matter may be referred to DGS for decision as to whether the Indian vessel with a slight difference in specifications should be chartered/engaged, and not the foreign flag vessel. As far as practicable, this decision will be taken after discussion with the concerned parties.

21. **Right of First Refusal:** "Right of first refusal" is a right which accrues to a bidder in a tendering process, who offers a vessel from the category listed at Para 21.3.4, subject to his matching of the lowest rate offered by a bidder who offers a vessel not listed under Para 21.3.4. The order of preference for right of first refusal will be as indicated at para 21.3.4. This right is conferred based upon the practices of the industry, and the deliberate intention of the Central Government towards encouragement and development of the Indian ship-building industry and the Indian shipping industry.

21.1. Unless the vessel offered is successful in the evaluation of technical bid, the bidder concerned will not be eligible to exercise the Right of First Refusal under this circular.

21.2. Whenever charter/engagement of vessel is undertaken through a tender process specified in Para 20, the provisions of these guidelines are required to be incorporated.

Whether the guidelines have been incorporated in any tender or not, the said guidelines would be deemed to have been incorporated as a part of the tender documents.

21.3. The instances under which the RoFR may be exercised are:

21.3.1. The L1 bidder is a Foreigner or an entity registered outside India, offering a vessel not listed at Para 21.3.4.

21.3.2. The L1 bidder is a Citizen of India OR company registered in India OR Society registered in India with a vessel not listed at Para 21.3.4.

21.3.3. From amongst the bidders eligible to exercise RoFR, the priority to exercise this Right would lie in sequence mentioned in Para 21.3.4 below and in case more than one bidder is available in a particular category, then from the lowest to the highest bidder within the margin of purchase preference. The exercise of RoFR would cease as soon as an eligible bidder in order of priority matches L1. The first priority would be given to any bidder who offers an Indian built, Indian flagged and Indian owned vessel. In the absence or unavailability of Indian built, Indian flagged and Indian Owned vessel, the RoFR will move to Foreign built, Indian flagged, Indian owned vessel and then to Indian built, foreign flagged and foreign owned vessel.

21.3.4. For further clarity the order of grant of RoFR would be as follows:-

- a) Indian built, Indian flagged and Indian owned,
- b) Foreign built, Indian flagged and Indian owned,
- c) Indian built, foreign flagged and foreign owned.

Provided that:

1. All vessels flying the flag of India (i.e. registered in India) up-to the mid night of **15.01.2021** shall be deemed to be Indian built vessel and will fall in category [a] above.

2. The Foreign flagged vessels permitted by the DG Shipping, under section 406 of the MS Act, 1958, for chartering by an Indian citizen/company/society, who is building a ship in an Indian shipyard for registration under Indian flag, as a temporary substitute for the Indian Ship under construction, meeting the following two condition, shall be deemed to fall under category [a] above:

- a) The 25% of the contract money has been paid to Indian shipyard.
- b) The 50% of the hull fabrication has been completed, as may be certified by a Recognized Organization.

The duration of licences to such chartered vessel shall be limited to period of building of the Ship, as mentioned in the shipbuilding contract.

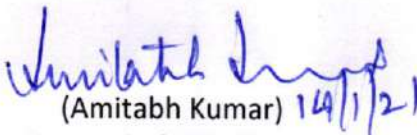
21.3.5. Further, RoFR shall be applicable to all inquiries for in-charter of foreign flagged vessels with in a 20% margin of purchase preference (price band) i.e. the maximum extent to which the price quoted by an Indian Company may be above the L1 for the purpose of purchase preference.

21.3.6. In case none of the bidders eligible to exercise RoFR matches the L1 quote, then the charter shall be awarded to the L1 bidder.

21.4. The bidder who exercises RoFR should meet the commercial requirement by matching the lowest Composite Effective Price. It is further clarified that there shall be no price preference in favour of any vessel. The Composite Effective Price is the derived figure from the various price inputs submitted by a bidder/participant in a tender process, wherein all the costs/inputs are summarized. While working out such Composite Effective Price, inputs such as daily hire/daily rate, mobilization/demobilization charges, call out rates and conversion charges etc. are taken into account.

22 Any grievance arising out of implementation of these guidelines shall be referred to the DG Shipping, Gol.

23. This Circular will come into force w.e.f. 16.01.2021 and shall supersede all the previous DGS circulars on Right of First Refusal.


(Amitabh Kumar) 14/1/21

Director General of Shipping
& Additional Secretary to the Gol.

To,

1. All stakeholders/All Charterers/Shippers/All Indian Shipping Companies, through the official website of the DGS, Gol.
2. INSA/ICSSA/FOSMA/MASSA/Shipyards Association of India/CSL/ISBA/NUSI/MUI/IMF
3. Indian Private Ports and Terminals Association.
4. Shipyard Association of India.

Copy also forwarded for kind information to the:

1. PS to Hon'ble Minister of State (Independent Charge) for Ports, Shipping, and Waterways. Gol.
2. Secretary to the Govt. of India, Ministry of Ports, Shipping, and Waterways, Transport Bhawan, 1, Sansad Marg. New Delhi-110001
3. CEO, NITI Aayog, New Delhi.
4. Secretary, Department of Defence, South Block, Ministry of Defence, New Delhi.
5. Secretary, Department of Defence Production, Ministry of Defence, South Block, New Delhi- 110011.
6. Secretary, Department of Industrial Policy & Promotion, Udyog Bhawan, New Delhi-110011.

7. Secretary, Ministry of Petroleum and Natural Gas, A-Wing, Shastri Bhawan, Dr. Rajendra Prasad Road, New De1hi- 110011.
8. Secretary, Ministry of Chemicals and Fertilizers, A-Wing Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110011.
9. Secretary, Ministry of Steel, Udyog Bhawan, Dr. Maulana Azad Road, New Delhi,110011.
10. Secretary, Ministry of Home Affairs, North Block, Central Secretariat, New Delhi,110001.



भारत सरकार / GOVERNMENT OF INDIA
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय
MINISTRY OF PORTS, SHIPPING AND WATERWAYS

नौवहन महानिदेशालय, मुंबई
DIRECTORATE GENERAL OF SHIPPING, MUMBAI

F. No. SD-9/CHART(82)/97-VI

Dated: 11.02.2021

DGS Circular No. 05 of 2021
(Shipping Development)

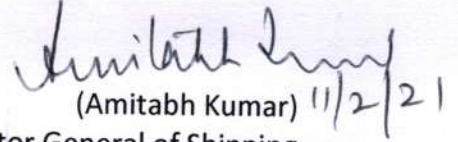
Sub.: Clarification to DGS Circular 02 of 2021 dated 14.01.2021 on Guidelines for exercise of Right of First Refusal-grant of license to foreign flag vessels.

Whereas, DGS Circular 02 of 2021 dated 14.01.2021 was issued on the Guidelines for exercise of Right of First Refusal-grant of license to foreign flag vessels.

2. Whereas a doubt has been raised on implementation of para 21.3.4, read with para 21, 21.3.1 and 21.3.2 of said circular.
3. Whereas a need has been felt to clarify the grant of ROFR including the order of preference therein to avoid any ambiguity at the implementation stage.
4. Now therefore it is clarified that the intent of Para 21 read with Para 21.3 is that 'the Right of First Refusal' shall under all circumstances, whether the bidder is a foreigner or an entity registered outside India or a citizen of India or company registered in India or society registered in India, shall be offered to the vessels mentioned in Para 21.3.4 of DGS Circular 02 of 2021 dated 14.01.2021, in the same order as mentioned in the said Para.
5. Further, the following para shall be added as proviso 3 to para 21.3.4. as under:

"3. Where a bidder offering a vessel not falling within the categories specified in para 21.3.4 gives an undertaking to convert such vessel to the categories specified in para 21.3.4 (a) or (b) prior to commencement of operations but later than the price bid opening, such vessel can be considered only when and if a bidder offering any vessel falling within the categories specified in para 21.3.4 has failed to match the lowest price. In such event the tender-awarding authority shall incorporate deterrent penalties in the award of tender to ensure that the bidder giving the undertaking will convert the vessel to any of categories specified in para 21.3.4 (a) or (b) before commencement of operations as undertaken."

6. The other terms and conditions as mentioned in DGS Circular 02 of 2021 dated 14.01.2021 shall remain same.


(Amitabh Kumar) 11/2/21

Director General of Shipping
& Additional Secretary to the Gol.

To,

1. All stakeholders/All Charterers/Shippers/All Indian Shipping Companies, through the official website of the DGS, Gol.
2. INSA/ICSSA/FOSMA/MASSA/Shipyards Association of India/CSL/ISBA/NUSI/MUI/IMF
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3. CEO, NITI Aayog, New Delhi.
4. Secretary, Department of Defence, South Block, Ministry of Defence, New Delhi.
5. Secretary, Department of Defence Production, Ministry of Defence, South Block, New Delhi- 110011.
6. Secretary, Department of Industrial Policy & Promotion, Udyog Bhawan, New Delhi- 110011.
7. Secretary, Ministry of Petroleum and Natural Gas, A-Wing, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi- 110011.
8. Secretary, Ministry of Chemicals and Fertilizers, A-Wing Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110011.
9. Secretary, Ministry of Steel, Udyog Bhawan, Dr. Maulana Azad Road, New Delhi, 110011.
10. Secretary, Ministry of Home Affairs, North Block, Central Secretariat, New Delhi, 110001.

ANNEXURE – B (ROYALTY TAX/TDS)

TDS under Income Tax can be deducted as per DTAA agreement or as per the TDS rates specified in section 195 of the Income Tax Act, 1961. The rate chart as per DTAA and section 195 of IT Act, 1961 are enclosed.

TAX RATE UNDER DTAA

Tax rate under DTAA is depending on the country and surcharge and cess are not applicable for Tax rates under DTAA. To avail DTAA rates the following documents must be submitted by the bidder

- a) Name, e-mail id & contact number
- b) Address of the country in which the bidder is resident.
- c) A certificate of his being resident in that country from the Government of that country if the law of that country provides for issuance of such certificate.
- d) Tax Identification Number of the deductee in the country of his residence and in case no such number is available, then a unique number on the basis of which the deductee is identified by the Government of that country of which he claims to be a resident.

In case if the above documents are not provided by the non-resident, Tax rate u/s.195 plus applicable surcharge & cess will apply.

TAX RATE UNDER SECTION 195 OF THE INCOME TAX ACT, 1961:

To qualify for normal Tax rate under section 195, PAN must be furnished. If PAN is not furnished, the higher rate of TDS i.e. 20% along with applicable surcharge and cess will apply. But to avoid higher rate of TDS the following documents must be furnished.

- a) Name, e-mail id & contact number
- b) Address of the country in which the bidder is resident.
- c) A certificate of his being resident in that country from the Government of that country if the law of that country provides for issuance of such certificate.

d) Tax Identification Number of the deductee in the country of his residence and in case no such number is available, then a unique number on the basis of which the deductee is identified by the Government of that country of which he claims to be a resident

The rate of surcharge applicable to normal TDS rates is furnished below. Health and Education Cess is to be deducted at the rate of 4% on the amount of Income Tax TDS plus surcharge.

| <i>Assessment Year 2022-23 (Financial Year 2021-22)</i> | | | | |
|--|--|---|--|------------------------------------|
| <i>Range of Income</i> | | | | |
| <i>Rs. 50 Lakhs to Rs. 1 Crore</i> | <i>Rs. 1 Crore to Rs. 2 Crores</i> | <i>Rs. 2 Crores to Rs. 5 Crores</i> | <i>Rs. 5 crores to Rs. 10 Crores</i> | <i>Exceeding Rs. 10 Crores</i> |
| <i>10%</i> | <i>15%</i> | <i>25%</i> | <i>37%</i> | <i>37%</i> |

As per the DTAA (Double taxation Avoidance Agreement) between two countries, if on the date of payment, there is provision to withholding Tax, the same shall be deducted at the time of remittance.

The normal TDS rates and TDS rates under DTAA - withholding taxes as published by the Income Tax department are enclosed as Annexure C & D. The rates are subject to changes by the Income Tax department.

ANNEXURE C



Income Tax Department
Government of India

Rates for tax deduction at source*

[For Assessment year 2022-23]

| Particulars | TDS Rates (in %) |
|--|------------------|
| 1. In the case of a person other than a company | |
| 1.1 where the person is resident in India- | |
| Section 192: Payment of salary | Normal Slab Rate |
| Section 192A: Payment of accumulated balance of provident fund which is taxable in the hands of an employee. | 10 |
| Section 193: Interest on securities | |
| a) any debentures or securities for money issued by or on behalf of any local authority or a corporation established by a Central, State or Provincial Act; | 10 |
| b) any debentures issued by a company where such debentures are listed on a recognised stock exchange in accordance with the Securities Contracts (Regulation) Act, 1956 (42 of 1956) and any rules made thereunder; | 10 |
| c) any security of the Central or State Government; [i.e. 8% Savings (Taxable) Bonds, 2003 and 7.75% Saving (Taxable) Bonds, 2018] | 10 |
| d) interest on any other security | 10 |
| Section 194: Income by way of dividend | 10 |
| Section 194A: Income by way of interest other than "Interest on securities" | 10 |
| Section 194B: Income by way of winnings from lotteries, crossword puzzles, card games and other games of any sort | 30 |
| Section 194BB: Income by way of winnings from horse races | 30 |

| | |
|--|----|
| <u>Section 194C</u> : Payment to contractor/sub-contractor | |
| a) HUF/Individuals | 1 |
| b) Others | 2 |
| <u>Section 194D</u> : Insurance commission | 5 |
| <u>Section 194DA</u> : Payment in respect of life insurance policy w.e.f. 1/9/2019, the tax shall be deducted on the amount of income comprised in insurance pay-out | 5 |
| <u>Section 194EE</u> : Payment in respect of deposit under National Savings scheme | 10 |
| <u>Section 194F</u> : Payment on account of repurchase of unit by Mutual Fund or Unit Trust of India | 20 |
| <u>Section 194G</u> : Commission, etc., on sale of lottery tickets | 5 |
| <u>Section 194H</u> : Commission or brokerage | 5 |
| <u>Section 194-I</u> : Rent | |
| a) Plant & Machinery | 2 |
| b) Land or building or furniture or fitting | 10 |
| <u>Section 194-IA</u> : Payment on transfer of certain immovable property other than agricultural land | 1 |
| <u>Section 194-IB</u> : Payment of rent by individual or HUF not liable to tax audit | 5 |
| <u>Section 194-IC</u> : Payment of monetary consideration under Joint Development Agreements | 10 |
| <u>Section 194J</u> : Fees for professional or technical services: | 2 |
| i) sum paid or payable towards fees for technical services | |
| ii) sum paid or payable towards royalty in the nature of consideration for sale, distribution or exhibition of cinematographic films; | 2 |
| iii) Any other sum | 10 |
| Note : With effect from June 1, 2017 the rate of TDS would be 2% in case of payee engaged in business of operation of call center. | |
| <u>Section 194K</u> : Income in respect of units payable to resident person | 10 |
| <u>Section 194LA</u> : Payment of compensation on acquisition of certain immovable property | 10 |

| | |
|---|---|
| Section 194LBA(1): Business trust shall deduct tax while distributing, any interest received or receivable by it from a SPV or any income received from renting or leasing or letting out any real estate asset owned directly by it, to its unit holders. | 10 |
| Section 194LBB: Investment fund paying an income to a unit holder [other than income which is exempt under Section 10(23FBB)] | 10 |
| Section 194LBC: Income in respect of investment made in a securitisation trust (specified in <i>Explanation</i> of section 115TCA) | 25 in case of Individual or HUF 30 in case of other person |
| Section 194M: Payment of commission (not being insurance commission), brokerage, contractual fee, professional fee to a resident person by an Individual or a HUF who are not liable to deduct TDS under section 194C , 194H , or 194J . Tax shall be deducted under Section 194M with effect from 1/09/2019 when aggregate of sum credited or paid during a financial year exceeds Rs. 50 lakh. | 5 |
| Section 194N: Cash withdrawal during the previous year from one or more account maintained by a person with a banking company, co-operative society engaged in business of banking or a post office: i) in excess of Rs. 1 crore ii) in excess of Rs. 20 lakhs* * for those persons who have not filed return of income (ITR) for three previous years immediately preceding the previous year in which cash is withdrawn, and the due date for filing ITR under section 139(1) has expired. The deduction of tax under this situation shall be at the rate of: a) 2% from the amount withdrawn in cash if the aggregate of the amount of withdrawal exceeds Rs. 20 lakhs during the previous year; or b) 5% from the amount withdrawn in cash if the aggregate of the amount of withdrawal exceeds Rs. 1 crore during the previous year. | 2 2/5 |
| Section 194-O: Payment or credit of amount by the e-commerce operator to e-commerce participant | 1 |
| Section 194P: Deduction of tax by specified bank in case of senior citizen having age of 75 or more | Tax on total income as per rate in force |
| Section 194Q: Payment to resident for purchase of goods of the aggregate value exceeding Rs. 50 lakhs Note: TDS is deductible on sum exceeding Rs. 50 lakhs | 0.1 |
| Any Other Income | 10 |
| 1.2 where the person is not resident in India*- | |

| <u>Section 192</u> : Payment of Salary | Normal Slab Rate |
|--|---|
| <u>Section 192A</u> : Payment of accumulated balance of provident fund which is taxable in the hands of an employee. | 10 |
| <u>Section 194B</u> : Income by way of winnings from lotteries, crossword puzzles, card games and other games of any sort | 30 |
| <u>Section 194BB</u> : Income by way of winnings from horse races | 30 |
| <u>Section 194E</u> : Payment to non-resident sportsmen/sports association | 20 |
| <u>Section 194EE</u> : Payment in respect of deposits under National Savings Scheme | 10 |
| <u>Section 194F</u> : Payment on account of repurchase of unit by Mutual Fund or Unit Trust of India | 20 |
| <u>Section 194G</u> : Commission, etc., on sale of lottery tickets | 5 |
| <u>Section 194LB</u> : Payment of interest on infrastructure debt fund | 5 |
| <u>Sec. 194LBA(2)</u> : Payment of the nature referred to in Section 10(23FC)(a) . | 5 |
| <u>Section 194LBA(2)</u> : Payment of the nature referred to in Section 10(23FC)(b) . | 10 |
| <u>Section 194LBA(3)</u> : Payment of the nature referred to in section 10(23FCA) by business trust to unit holders | 30 |
| <u>Section 194LBB</u> : Investment fund paying an income to a unit holder [other than income which is exempt under Section 10(23FBB)]. | 30 |
| <u>Section 194LBC</u> : Income in respect of investment made in a securitisation trust (specified in <i>Explanation of section 115TCA</i>) | 30 |
| <u>Section 194LC</u> : Payment of interest by an Indian Company or a business trust in respect of money borrowed in foreign currency under a loan agreement or by way of issue of long-term bonds (including long-term infrastructure bond) | 5 or 4* * In case where interest is payable in respect of Long-term Bond or Rupee Denominated Bond listed on recognised stock exchange located in IFSC |
| <u>Section 194LD</u> : Payment of interest on rupee denominated bond of an Indian Company or Government securities to a Foreign Institutional Investor or a Qualified Foreign Investor | 5 |
| <u>Section 195</u> : Payment of any other sum to a Non-resident a) Income in respect of investment made by a Non-resident Indian Citizen | 20 |

| | |
|---|----|
| b) Income by way of long-term capital gains referred to in Section 115E in case of a Non-resident Indian Citizen | 10 |
| c) Income by way of long-term capital gains referred to in sub-clause (iii) of clause (c) of sub-Section (1) of Section 112 | 10 |
| d) Income by way of long-term capital gains as referred to in Section 112A | 10 |
| e) Income by way of short-term capital gains referred to in Section 111A | 15 |
| f) Any other income by way of long-term capital gains [not being long-term capital gains referred to in clauses 10(33) , 10(36) and 112A | 20 |
| g) Income by way of interest payable by Government or an Indian concern on moneys borrowed or debt incurred by Government or the Indian concern in foreign currency (not being income by way of interest referred to in Section 194LB or Section 194LC) | 20 |
| h) Income by way of royalty payable by Government or an Indian concern in pursuance of an agreement made by it with the Government or the Indian concern where such royalty is in consideration for the transfer of all or any rights (including the granting of a licence) in respect of copyright in any book on a subject referred to in the first proviso to sub-section (1A) of Section 115A of the Income-tax Act, to the Indian concern, or in respect of any computer software referred to in the second proviso to sub-section (1A) of Section 115A of the Income-tax Act, to a person resident in India | 10 |
| i) Income by way of royalty [not being royalty of the nature referred to point h) above] payable by Government or an Indian concern in pursuance of an agreement made by it with the Government or the Indian concern and where such agreement is with an Indian concern, the agreement is approved by the Central Government or where it relates to a matter included in the industrial policy, for the time being in force, of the Government of India, the agreement is in accordance with that policy | 10 |
| j) Income by way of fees for technical services payable by Government or an Indian concern in pursuance of an agreement made by it with the Government or the Indian concern and where such agreement is with an Indian concern, the agreement is approved by the Central Government or where it relates to a matter included in the industrial policy, for the time being in force, of the Government of India, the agreement is in accordance with that policy | 10 |
| k) Any other income | 30 |
| Section 196B: Income from units (including long-term capital gain on transfer of such units) to an offshore fund | 10 |
| Section 196C: Income from foreign currency bonds or GDR of an Indian company (including long-term capital gain on transfer of such bonds or GDR) | 10 |
| Section 196D: Income of foreign Institutional Investors from securities (not being dividend or capital gain arising from such securities) Note: Tax shall be deducted at the rate provided under DTAA if same is lower than the existing TDS rate of 20%. | 20 |
| 2. In the case of a company- | |

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| 2.1 where the company is a domestic company- | |
| <u>Section 193:</u> Interest on securities | |
| a) any debentures or securities for money issued by or on behalf of any local authority or a corporation established by a Central, State or Provincial Act; | 10 |
| b) any debentures issued by a company where such debentures are listed on a recognised stock exchange in accordance with the Securities Contracts (Regulation) Act, 1956 (42 of 1956) and any rules made thereunder; | 10 |
| c) any security of the Central or State Government; [i.e. 8% Saving (Taxable) Bonds, 2003 and 7.75% Saving (Taxable) Bonds, 2018] | 10 |
| d) interest on any other security | 10 |
| <u>Section 194:</u> Dividend | 10 |
| <u>Section 194A:</u> Income by way of interest other than "Interest on securities" | 10 |
| <u>Section 194B:</u> Income by way of winnings from lotteries, crossword puzzles, card games and other games of any sort | 30 |
| <u>Section 194BB:</u> Income by way of winnings from horse races | 30 |
| <u>Section 194C:</u> Payment to contractor/sub-contractor | |
| a) HUF/Individuals | 1 |
| b) Others | 2 |
| <u>Section 194D:</u> Insurance commission | 10 |
| <u>Section 194DA:</u> Payment in respect of life insurance policy | 5 |
| w.e.f. 1/9/2019, the tax shall be deducted on the amount of income comprised in insurance pay-out | |
| <u>Section 194EE:</u> Payment in respect of deposit under National Savings scheme | 10 |
| <u>Section 194F:</u> Payment on account of repurchase of unit by Mutual Fund or Unit Trust of India | 20 |
| <u>Section 194G:</u> Commission, etc., on sale of lottery tickets | 5 |
| <u>Section 194H:</u> Commission or brokerage | 5 |
| <u>Section 194-I:</u> Rent | |

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| a) Plant & Machinery | 2 |
| b) Land or building or furniture or fitting | 10 |
| Section 194-IA: Payment on transfer of certain immovable property other than agricultural land | 1 |
| Section 194-IC: Payment of monetary consideration under Joint Development Agreements | 10 |
| Section 194J: Fees for professional or technical services: | 2 |
| iv) sum paid or payable towards fees for technical services | 2 |
| v) sum paid or payable towards royalty in the nature of consideration for sale, distribution or exhibition of cinematographic films; | 10 |
| vi) Any other sum | |
| Note: With effect from June 1, 2017 the rate of TDS would be 2% in case of payee engaged in business of operation of call center. | |
| Section 194K : Income in respect of units payable to resident person | 10 |
| Section 194LA: Payment of compensation on acquisition of certain immovable property | 10 |
| Section 194LBA(1): Business trust shall deduct tax while distributing, any interest received or receivable by it from a SPV or any income received from renting or leasing or letting out any real estate asset owned directly by it, to its unit holders. | 10 |
| Section 194LBB: Investment fund paying an income to a unit holder [other than income which is exempt under Section 10(23FBB)]. | 10 |
| Section 194LBC: Income in respect of investment made in a securitisation trust (specified in <i>Explanation of section 115TCA</i>) | 10 |
| Section 194M: Payment of commission (not being insurance commission), brokerage, contractual fee, professional fee to a resident person by an Individual or a HUF who are not liable to deduct TDS under section 194C , 194H , or 194J . Tax shall be deducted under Section 194M with effect from 1/09/2019 when aggregate of sum credited or paid during a financial year exceeds Rs. 50 lakh. | 5% |
| Section 194N: Cash withdrawal during the previous year from one or more account maintained by a person with a banking company, co-operative society engaged in business of banking or a post office: | 2 |
| iii) in excess of Rs. 1 crore | 2/5 |
| iv) in excess of Rs. 20 lakhs* | |
| * for those persons who have not filed return of income (ITR) for three previous years immediately preceding the previous year in which cash is withdrawn, and the due date for filing ITR under section 139(1) has expired. The deduction of tax | |

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| under this situation shall be at the rate of: | |
| a) 2% from the amount withdrawn in cash if the aggregate of the amount of withdrawal exceeds Rs. 20 lakhs during the previous year; or b) 5% from the amount withdrawn in cash if the aggregate of the amount of withdrawal exceeds Rs. 1 crore during the previous year. | |
| Section 194-O: Payment or credit of amount by the e-commerce operator to e-commerce participant | 1 |
| Section 194P: Deduction of tax by specified bank in case of senior citizen having age of 75 or more | Tax on total income as per rate in force |
| Section 194Q: Payment to resident for purchase of goods of the aggregate value exceeding Rs. 50 lakhs Note: TDS is deductible on sum exceeding Rs. 50 lakhs | 0.1 |
| Any Other Income | 10 |
| 2.2 where the company is not a domestic company*- | |
| Section 194B: Income by way of winnings from lotteries, crossword puzzles, card games and other games of any sort | 30 |
| Section 194BB: Income by way of winnings from horse races | 30 |
| Section 194E: Payment to non-resident sports association | 20 |
| Section 194G: Commission, etc., on sale of lottery tickets | 5 |
| Section 194LB: Payment of interest on infrastructure debt fund | 5 |
| Section 194LBA(2): - Payment of the nature referred to in Section 10(23FC)(a) . | 5 |
| Section 194LBA(2): Payment of the nature referred to in Section 10(23FC)(b) . | 10 |
| Section 194LBA(3): Business trust shall deduct tax while distributing any income received from renting or leasing or letting out any real estate asset owned directly by it to its unit holders. | 40 |
| Section 194LBB: Investment fund paying an income to a unit holder [other than income which is exempt under Section 10(23FBB)]. | 40 |
| Section 194LBC: Income in respect of investment made in a securitisation trust (specified in <i>Explanation of section 115TCA</i>) | 40 |
| Section 194LC: Payment of interest by an Indian Company or a business trust in respect of money borrowed in foreign currency under a loan agreement or by way of issue of long-term bonds (including long-term infrastructure bond) | 5 or 4* |

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| | * In case where interest is payable in respect of Long-term Bond or Rupee Denominated Bond listed on recognised stock exchange located in IFSC |
| Section 194LD: Payment of interest on rupee denominated bond of an Indian Company or Government securities to a Foreign Institutional Investor or a Qualified Foreign Investor | 5 |
| Section 195: Payment of any other sum | |
| a) Income by way of long-term capital gains referred to in sub-clause (iii) of clause (c) of sub-section (1) of Section 112 | 10 |
| b) Income by way of long-term capital gains as referred to in Section 112A | 10 |
| c) Income by way of short-term capital gains referred to in Section 111A | 15 |
| d) Any other income by way of long-term capital gains [not being long-term capital gains referred to in clauses 10(33) , 10(36) and 112A | 20 |
| e) Income by way of interest payable by Government or an Indian concern on moneys borrowed or debt incurred by Government or the Indian concern in foreign currency (not being income by way of interest referred to in Section 194LB or Section 194LC) | 20 |
| f) Income by way of royalty payable by Government or an Indian concern in pursuance of an agreement made by it with the Government or the Indian concern after the 31st day of March, 1976 where such royalty is in consideration for the transfer of all or any rights (including the granting of a licence) in respect of copyright in any book on a subject referred to in the first proviso to sub-section (1A) of Section 115A of the Income-tax Act, to the Indian concern, or in respect of any computer software referred to in the second proviso to sub-section (1A) of Section 115A of the Income-tax Act, to a person resident in India | 10 |
| g) Income by way of royalty [not being royalty of the nature referred to in point f) above] payable by Government or an Indian concern in pursuance of an agreement made by it with the Government or the Indian concern and where such agreement is with an Indian concern, the agreement is approved by the Central Government or where it relates to a matter included in the industrial policy, for the time being in force, of the Government of India, the agreement is in accordance with that policy— | |
| A. where the agreement is made after the 31st day of March, 1961 but before the 1st day of April, 1976 | 50 |
| B. where the agreement is made after the 31st day of March, 1976 | 10 |
| h) Income by way of fees for technical services payable by Government or an Indian concern in pursuance of an agreement | |

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| made by it with the Government or the Indian concern and where such agreement is with an Indian concern, the agreement is approved by the Central Government or where it relates to a matter included in the industrial policy, for the time being in force, of the Government of India, the agreement is in accordance with that policy— | |
| A. where the agreement is made after the 29th day of February, 1964 but before the 1st day of April, 1976 | 50 |
| B. where the agreement is made after the 31st day of March, 1976 | 10 |
| i) Any other income | 40 |
| Section 196B: Income from units (including long-term capital gain on transfer of such units) to an offshore fund | 10 |
| Section 196C: Income from foreign currency bonds or GDR of an Indian company (including long-term capital gain on transfer of such bonds or GDR) | 10 |
| Section 196D: Income of foreign Institutional Investors from securities (not being dividend or capital gain arising from such securities) | 20 |
| Note: Tax shall be deducted at the rate provided under DTAA if same is lower than the existing TDS rate of 20%. | |

* The rate of TDS shall be increased by applicable surcharge and Health & Education cess.

[As amended by Finance Act, 2021]

ANNEXURE D



Income Tax Department
Government of India

Withholding tax rates*

| Country | Dividend | Interest | Royalty | Fee for Technical Services |
|------------|---|--|---|----------------------------|
| Albania | 10% | 10%[Note1] | 10% | 10% |
| Armenia | 10% | 10% [Note1] | 10% | 10% |
| Australia | 15% | 15% | 10%/15% [Note 2] | 10%/15% [Note 2] |
| Austria | 10% | 10% [Note1] | 10% | 10% |
| Bangladesh | a) 10% (if at least 10% of the capital of the company paying the dividend is held by the recipient company); b) 15% in all other cases | 10% [Note1] | 10% | No separate provision |
| Belarus | a) 10%, if paid to a company holding 25% shares; b) 15%, in all other cases | 10% [Note1] | 15% | 15% |
| Belgium | 15% | 15% (10% if loan is granted by a bank) | 10% | 10% |
| Bhutan | 10% | 10% [Note 1] | 10% | 10% |
| Botswana | a) 7.5%, if shareholder is a company and holds at least 25% shares in the investee-company; b) 10%, in all other cases | 10% [Note1] | 10% | 10% |
| Brazil | 15% | 15% [Note1] | a) 25% for use of trademark; b) 15% for others | No separate provision |

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|------------------------|--|---|---|---------|
| Bulgaria | 15% | 15% [Note1] | a) 15% of royalty relating to literary, artistic, scientific works other than films or tapes used for radio or television broadcasting; b) 20%, in other cases | 20% |
| Canada | a) 15%, if at least 10% of the voting powers in the company, paying the dividends, is controlled by the recipient company; b) 25%, in other cases | 15% [Note1] | 15%-20% | 15%-20% |
| China | 10% | 10% [Note1] | 10% | 10% |
| Columbia | 5% | 10% [Note1] | 10% | 10% |
| Croatia | a) 5% (if at least 10% of the capital of the company paying the dividend is held by the recipient company); b) 15% in all other cases | 10% [Note1] | 10% | 10% |
| Cyprus | 10% | 10% [Note1] | 10% | 10% |
| Czech Republic [Note5] | 10% | 10% [Note1] | 10% | 10% |
| Denmark | a) 15%, if at least 25% of the shares of the company paying the dividend is held by the recipient company; b) 25%, in other cases | a) 10% if loan is granted by bank; b) 15% for others [Note1] | 20% | 20% |
| Estonia | 10% | 10% [Note1] | 10% | 10% |
| Ethiopia | 7.5% | 10% [Note1] | 10% | 10% |
| Finland | 10% | 10% [Note1] | 10% | 10% |
| Fiji | 5% | 10% [Note 1] | 10% | 10% |
| France | 10% | 10% [Note1] | 10% | 10% |
| Georgia | 10% | 10% [Note1] | 10% | 10% |
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|-----------------|--|-------------|-----|-----|
| Germany | 10% | 10% [Note1] | 10% | 10% |
| Hongkong | 5% | 10% [Note1] | 10% | 10% |
| Hungary | 10% | 10% [Note1] | 10% | 10% |
| Indonesia | 10% | 10% [Note1] | 10% | 10% |
| Iceland | 10% | 10% [Note1] | 10% | 10% |
| Iran | 10% | 10% | 10% | 10% |
| Ireland | 10% | 10% [Note1] | 10% | 10% |
| Israel | 10% | 10% [Note1] | 10% | 10% |
| Italy | a) 15% if at least 10% of the shares of the company paying dividend is beneficially owned by the recipient company; b) 25% in other cases | 15% [Note1] | 20% | 20% |
| Japan | 10% | 10% [Note1] | 10% | 10% |
| Jordan | 10% | 10% [Note1] | 20% | 20% |
| Kazakhstan | 10% | 10% [Note1] | 10% | 10% |
| Kenya | 10% | 10% | 10% | 10% |
| Korea | 15% | 10% | 10% | 10% |
| Kuwait | 10% [Note 1] | 10% | 10% | 10% |
| Kyrgyz Republic | 10% | 10% [Note1] | 15% | 15% |
| Latvia | 10% | 10% [Note1] | 10% | 10% |
| Lithuania | 5%*, 15% | 10% [Note1] | 10% | 10% |
| Luxembourg | 10% | 10% [Note1] | 10% | 10% |
| Malaysia | 5% | 10% [Note1] | 10% | 10% |
| Malta | 10% | 10% [Note1] | 10% | 10% |

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|-------------|--|--|--|-----------------------|
| Mongolia | 15% | 15% [Note1] | 15% | 15% |
| Mauritius | a) 5%, if at least 10% of the capital of the company paying the dividend is held by the recipient company; b) 15%, in other cases | 7.5 | 15% | 10% |
| Montenegro | 5% (in some cases 15%) | 10% [Note1] | 10% | 10% |
| Myanmar | 5% | 10% [Note1] | 10% | No separate provision |
| Morocco | 10% | 10% [Note1] | 10% | 10% |
| Mozambique | 7.5% | 10% [Note1] | 10% | No separate provision |
| Macedonia | 10% | 10% [Note 1] | 10% | 10% |
| Namibia | 10% | 10% [Note1] | 10% | 10% |
| Nepal | 5%**, 10% | 10% [Note1] | 15% | No separate provision |
| Netherlands | 10% | 10% [Note1] | 10% | 10% |
| New Zealand | 15% | 10% [Note1] | 10% | 10% |
| Norway | 10% | 10% [Note1] | 10% | 10% |
| Oman | a) 10%, if at least 10% of shares are held by the recipient company; b) 12.5%, in other cases | 10% [Note1] | 15% | 15% |
| Philippines | a) 15%, if at least 10% of the shares of the company paying the dividend is held by the recipient company; b) 20%, in other cases | a) 10%, if interest is received by a financial institution or insurance company; b) 15% in other cases [Note1] | 15% if it is payable in pursuance of any collaboration agreement approved by the Government of India | No separate provision |

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|---------------------|--|---|---------------------|-----------------------|
| Poland | 10% | 10% [Note1] | 15% | 15% |
| Portuguese Republic | 10%***/15% | 10% | 10% | 10% |
| Qatar | a) 5%, if at least 10% of the shares of the company paying the dividend is held by the recipient company; b) 10%, in other cases | 10% [Note1] | 10% | 10% |
| Romania | 10% | 10% [Note1] | 10% | 10% |
| Russian Federation | 10% | 10% [Note1] | 10% | 10% |
| Saudi Arabia | 5% | 10% [Note1] | 10% | No separate provision |
| Serbia | a) 5%, if recipient is company and holds 25% shares; b) 15%, in any other case | 10% [Note1] | 10% | 10% |
| Singapore | a) 10%, if at least 25% of the shares of the company paying the dividend is held by the recipient company; b) 15%, in other cases | a) 10%, if loan is granted by a bank or similar institute including an insurance company; b) 15%, in all other cases | 10% | 10% |
| Slovenia | a) 5%, if at least 10% of the shares of the company paying the dividend is held by the recipient company; b) 15%, in other cases | 10% | 10% | 10% |
| South Africa | 10% | 10% [Note1] | 10% | 10% |
| Spain | 15% | 15% [Note1] | 10%/20% [Note 3] | 20% [Note 3] |
| Sri Lanka | 7.5% | 10% [Note1] | 10% | 10% |
| Sudan | 10% | 10%[Note1] | 10% | 10% |
| Sweden | 10% | 10% [Note1] | 10% | 10% |

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|----------------------|--|---|-----|-----------------------|
| Swiss Confederation | 10% | 10%[Note1] | 10% | 10% |
| Syrian Arab Republic | a) 5%, if at least 10% of the shares of the company paying the dividend is held by the recipient company; b) 10%, in other cases | 10%[Note1] | 10% | No separate provision |
| Tajikistan | a) 5%, if at least 25% of the shares of the company paying the dividend is held by the recipient company; b) 10%, in other cases | 10%[Note1] | 10% | No separate provision |
| Tanzania | 5%****, 10% | 10% | 10% | No separate provision |
| Thailand | 10% | 10% [Note1] | 10% | No separate provision |
| Trinidad and Tobago | 10% | 10% [Note1] | 10% | 10% |
| Turkey | 15% | a) 10% if loan is granted by a bank, etc.; b) 15% in other cases [Note1] | 15% | 15% |
| Turkmenistan | 10% | 10% [Note1] | 10% | 10% |
| Uganda | 10% | 10%[Note1] | 10% | 10% |
| Ukraine | a) 10%, if at least 25% of the shares of the company paying the dividend is held by the recipient company; b) 15%, in other cases | 10% [Note1] | 10% | 10% |
| United Arab Emirates | 10% | a) 5% if loan is granted by a bank/similar financial institute; b) 12.5%, in other cases | 10% | No separate provision |
| United | 10% | 10% [Note1] | 10% | 10% |

| | | | | |
|----------------|---|---|-----------------|---------------------|
| Mexican States | | | | |
| United Kingdom | 15%/10% (Note 4) | a) 10%, if interest is paid to a bank; b) 15%, in other cases [Note1] | 10%/15%[Note 2] | 10%/15% [Note 2] |
| United States | a) 15%, if at least 10% of the voting stock of the company paying the dividend is held by the recipient company; b) 25% in other cases | a) 10% if loan is granted by a bank/similar institute including insurance company; b) 15% for others | 10%/15%[Note 2] | 10%/15% [Note 2] |
| Uruguay | 5% | 10% [Note1] | 10% | 10% |
| Uzbekistan | 10% | 10% [Note1] | 10% | 10% |
| Vietnam | 10% | 10% [Note1] | 10% | 10% |
| Zambia | a) 5%, if at least 25% of the shares of the company paying the dividend is held by a recipient company for a period of at least 6 months prior to the date of payment of the dividend; b) 15% in other cases | 10% [Note1] | 10% | 10% |

*If the beneficial owner is a company (other than a partnership) which holds directly at least 10 per cent of the capital of the company paying the dividends.

**5% if beneficial owner of shares is a company and it holds at least 10% of shares of the company paying the dividends.

*** if the beneficial owner is a company that, for an uninterrupted period of two fiscal years prior to the payment of the dividend, owns directly at least 25 per cent of the capital stock of the company paying the dividends.

****5% if recipient company owns at least 25% share in the company paying the dividend.

- Dividend/interest earned by the Government and certain specified institutions, *inter-alia*, Reserve Bank of India is exempt from taxation in the country of source (subject to certain condition).
- Royalties and fees for technical services would be taxable in the country of source at the rates prescribed for different categories of royalties and fees for technical services. These rates shall be subject to various conditions and nature of services/royalty for which payment is made. For detailed conditions refer to relevant Double Taxation Avoidance Agreements.
- Royalties and fees for technical services would be taxable in the country of source at the following rates:
 - 10 per cent in case of royalties relating to the payments for the use of, or the right to use, industrial, commercial or scientific equipment;

- b. 20 per cent in case of fees for technical services and other royalties.
- 4. (a) 15 per cent of the gross amount of the dividends where those dividends are paid out of income (including gains) derived directly or indirectly from immovable property within the meaning of Article 6 by an investment vehicle which distributes most of this income annually and whose income from such immovable property is exempted from tax;
(b) 10 per cent of the gross amount of the dividends, in all other cases
- 5. The CBDT has clarified that DTAA signed with Government of the Czech Republic on the 27th January 1986 continues to be applicable to the residents of the Slovak Republic. [Notification No. 25, dated 23-03-2015]

[As amended by Finance Act, 2021]