



**TAMIL NADU GENERATION & DISTRIBUTION  
CORPORATION LTD.**

**SPECIFICATION NO:**

**COAL(SHIP)– 111 DT.: 11.07.22**

**E-TENDER FOR**

**TIME CHARTERING OF ONE SELF TRIMMING  
SUPRAMAX GEARED VESSEL WITH THE LAYDAYS  
FROM 10<sup>th</sup> AUGUST to 20<sup>th</sup> AUGUST 2022**

**PERIOD OF CHARTER**

**3 MONTHS + 3 MONTHS CHOPTION +/- 15 DAYS  
CHARTERER'S OPTION (CHOPTION).**

**Tender No. COAL(SHIP) - 111 DT.11.07.22 (Time chartering of one self trimming supramax geared bulk carrier.)**

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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)- 111 Dated 11.07.2022 for Time chartering of one self-Trimming Supramax geared vessel for coastal movement of coal by TANGEDCO:

Sl no:	Specification No.	Description of Work/Materials	Due date & Time for submission of e-tender
1	Coal (SHIP) -111 Dt.11.07.2022	TIME CHARTERING OF ONE SELF TRIMMING SUPRAMAX GEARED VESSEL WITH THE LAYDAYS FROM 10 <sup>th</sup> AUGUST to 20 <sup>th</sup> AUGUST 2022 FOR 3 MONTHS + 3 MONTHS CHOITION +/- 15 DAYS CHOITION	28.07.2022 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 13.07.2022

Date & Time of closing of  
download of Tender Specification :14:30 Hrs on 28.07.2022

Soft copy of Tender Specification:

The tender specification can be downloaded from TANGEDCO website [www.tangedco.gov.in](http://www.tangedco.gov.in), from Tamil Nadu Government Web site i.e. [www.tenders.tn.gov.in](http://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) - 111, DT. 11.07.2022**  
**FOREWORD**

1)	Name of the works	TIME CHARTERING OF ONE SELF-TRIMMING SUPRAMAX GEARED VESSEL FOR COASTAL MOVEMENT OF COAL WITH THE LAYDAYS FROM 10 <sup>th</sup> AUGUST to 20 <sup>th</sup> AUGUST 2022 FOR 3 MONTHS + 3 MONTHS CHOITION +/- 15 DAYS CHOITION.
2)	TYPE OF TENDER	TWO PART OPEN TENDER
3)	Date & Time of commencement of download of Tender Specification	14:30 Hrs. on 13.07.2022
4)	Date & Time of closing of download of Tender Specification	14:30 Hrs on 28.07.2022
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 documents and Price schedule in the e-procurement platform at <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>	Submission : 14:30 Hrs on 28.07.2022
		Opening : 14:30 Hrs. on 29.07.2022

7)	Earnest Money Deposit (EMD)	<p><b>Electronic Transfer of EMD through RTGS/NEFT/Net Banking shall be completed before 3.00 hours of the bid opening date and time.</b></p> <p><b>EMD :</b> : Rs.10,00,000.00 for Indian bidders(or) USD 12,645/- for foreign bidders</p> <p>To be remitted to <b>Name of the Beneficiary:</b> TANGEDCO Address:144,Anna Salai, TANGEDCO Ltd./Chennai, Tamil Nadu. Pincode:600 002 <b>Beneficiary Account No: 0911201003004</b> Name of the Bank: Canara Bank, 800, Electricity Avenue, Mount Road, Anna Salai, Chennai-600002</p> <p><b>IFC code of Beneficiary branch:CNRB0000911</b> MICR code of the bank branch: 600015024 <b>SWIFT CODE: CNRBINBBMFD</b></p> <p><b>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 bid opening</b></p>
8)	Soft copy of Tender Specification	<p>he tender specification can be downloaded from TANGEDCO website<a href="http://www.tangedco.gov.in">www.tangedco.gov.in</a>, from Tamil Nadu Government Website i.e. <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a>&amp; from NIC website <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> free of cost.</p>
9)	Tender will be opened	<p><b>Through the NATIONAL INFORMATICS CENTER TAMIL NADU e-procurement portal of Tamil nadu</b> <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a></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 to the discharge ports at Ennore, Karaikal and Tuticorin. TANGEDCO has proposed to time charter ONE Supramax geared vessel for movement of coal in the following sectors:

Load ports: Paradip, Vizag or any other safe ports in East Coast of India

Discharge ports: Ennore, Karaikal and Tuticorin or any other safe ports in East Coast of India

In certain unavoidable circumstances the vessel may be required to deliver cargo at Kamarajar port / Ennore or Karaikal port.

Further, charterer reserves the right to discharge the coal from the vessels at the Coal Berth 1, Coal Berth 2 at Ennore, at coal berth of Karaikal port, Coal Jetty II or at North Coal Berth 1 of VOC port. The acceptance of terms and conditions shall be construed as specific acceptance of the vessel owners for the above mentioned charterer's right.

#### **2.0 SPECIFICATION NO: COAL(SHIP) – 111, Dt. 11.07.2022**

#### **3.0 Type of Charter, Vessel size, Charter period, Laydays**

TYPE OF CHARTER: TIME CHARTER FOR COASTAL MOVEMENT OF COAL  
VESSEL SIZE : SUPRAMAX GEARED BULK CARRIER VESSEL  
PERIOD OF CHARTER: 3 MONTHS + 3 MONTHS CHOITION  
+/- 15 DAYS CHOITION  
LAYDAYS : 10<sup>th</sup> AUGUST to 20<sup>th</sup> AUGUST 2022.

#### **4.0 BID DOCUMENTS:**

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

#### **5.0 EARNEST MONEY DEPOSIT:**

: Rs.10,00,000 for Indian bidders (or) USD 12,645/- for foreign bidders

**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 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 13.07.2022
B	Date and Time of Closing of Download of Tender Specification	14:30 Hrs on 28.07.2022
C	Due Date and Time for Submission of Techno-Commercial documents and Price schedule in the e-procurement platform at <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>	Submission: 14:30 Hrs on 28.07.2022 Opening : 14:30 Hrs on 29.07.2022

#### **7.0. BID QUALIFICATION REQUIREMENT :**

i) a) The vessel offered should be self-trimming supramax geared vessel with DWT about 50000-65000 of Indian / Foreign flag, with loadable capacity restricted to maximum permissible draft at VOC port, Tuticorin and outreach of cranes should be minimum 9.5 M from the ship's side. The vessels must be suitable for discharge at Coal Jetty 2 and North Coal Berth 1 of VOC port also.

b) The bidder should be the owner / disponent owner of the vessel or the authorized agent/ship broker of the owner.

c) Age of the vessel:

For Indian flag vessels:

Vessels which are more than 30 years old as on the date of completion of the charter period will not be considered for evaluation unless it has operated in PSC/TANGEDCO charter previously.

For Foreign flag vessels:

Vessels which are more than 25 years old as on the date of completion of the charter period will not be considered.

The tenderer shall submit the technical details as per Schedule – D as documentary evidence for (a), (b) & (c). The Tenderers who are authorized agents/ship brokers shall also submit an authorization letter from Vessel Owner as per Schedule – C.

**ii)** The vessels shall maintain the following minimum loading & discharging rates:

a) Manual loading at all ports with vessel's gears: Average 3000 MT per crane per day

b) Mechanical loading at Paradip – full load: Average 40000 MT per day

Top up : Average 25000 MT per day

c) Harbour Mobile Cranes loading at Vizag – Full load Average 20000 MT/day

Top up: Average 15000 MT per day

**iii)** The vessels shall maintain the following minimum discharging rates at

Tuticorin:

Through vessel's gears at Coal Jetty II: 15000 MT/day (minimum average rate of discharge of cargo shall be 3750 MT per crane per day)

Through shore cranes at North Coal Berth 1: vessels should be compatible for unloading 25000 MT/day



In certain circumstances, vessels may have to be diverted to Ennore or Karaikal in case of necessity. In that case, the vessel should support minimum discharging rate of 25000 MT per day through shore cranes at Ennore/Karaikal.

An undertaking should be submitted that the vessels offered are capable of loading and discharging at the aforesaid rates per day. (as per Schedule – G)

- iv)** The offered vessel should have performed **atleast 2 voyages totally** in the preceding 3 financial years 2019-20, 2020-21 & 2021-22. In case the year of built of the vessel is less than 3 years as on due date of bid submission, the vessel should have performed prorata number of full voyages **@ 2 voyages for 3 years**. In case of newly built vessel which has not performed any voyage, the performance shall be considered based on the technical specification guaranteed by the Ship builder. The tenderers shall list the details as per Schedule–H and provide documentary evidence for voyages as mentioned above, listed in the Schedule–H, in the form of copies of signed Bills of Lading or copies of signed Mate Receipts.
- v)** The tenderer should submit proof for turnover as follows:  
**Rs.5.00 Crores (Rupees Five Crores only) or USD 632,271/-** (US Dollars Six hundred and thirty two thousand, two hundred and seventy one only) in any one of the preceding 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 proof for turnover of vessel owner/disponent owner.
- vi)** 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 [www.tangedco.gov.in](http://www.tangedco.gov.in), or from Tamil Nadu Government website [www.tenders.tn.gov.in](http://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](http://www.tangedco.gov.in) or from Tamil Nadu Government website [www.tenders.tn.gov.in](http://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 – 600002.  
Fax No. (91) (44) 28525659  
Telephone: 28522205, 28520010, 28520131 Extn: 2393

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## **SECTION IV**

### **GENERAL INSTRUCTIONS TO TENDERERS**

Guidelines and instructions to tenderers for submission of tenders for  
TIME CHARTERING OF ONE SELF-TRIMMING SUPRAMAX GEARED VESSEL FOR COASTAL  
MOVEMENT OF COAL WITH THE LAYDAYS FROM 10<sup>th</sup> AUGUST to 20<sup>th</sup> AUGUST 2022  
FOR 3 MONTHS + 3 MONTHS CHOITION +/- 15 DAYS CHOITION

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#### **1.0 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 SEPERATE Bids under Open Tender System through e-tender for the following:

TIME CHARTERING OF ONE SELF-TRIMMING SUPRAMAX GEARED VESSEL FOR COASTAL  
MOVEMENT OF COAL WITH THE LAYDAYS FROM 10<sup>th</sup> AUGUST to 20<sup>th</sup> AUGUST 2022 FOR  
3 MONTHS + 3 MONTHS CHOITION +/- 15 DAYS CHOITION

Period of charter and additional vessel: Charter period for the offered vessel is 3 months + 3 months +/- 15 days.

However, the charterer reserves the right to request for additional vessels for the choption periods of 3 months and for 15 days in parallel to the original vessel at the same rate, terms and conditions of the charter party, at any time during the contract period, the same may be implemented upon mutual acceptance between the owner and the charter.

This option shall be exercised upon mutual acceptance, without prejudice to the maximum charter period of 3 months + 3 months choption +/- 15 days choption.

**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.

1.2 The tenders will be processed online through E-procurement System. The bidder shall submit his re 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 documents specified in this tender

should be uploaded in the e-portal.

b) Price bids should only be entered in the relevant fields in the BoQ sheets, in the e-portal in both Charter hire rate/day (i.e USD/day converted to INR/day @exchange rate stipulated in the e-portal for foreign bidders or Indian Rupees/day for Indian flag vessels) and Cost/Ton in INR. Price in charter hire rate/day must be worked out in Cost/Ton by using the Excel working sheet SCHEDULE – E that can be downloaded from the e-portal. Bidder's inputs in SCHEDULE-D like Economic speed, Bunker consumption, discharge rate, Gross Registered Tonnage, Royalty Tax, GST etc. should be used to arrive at COST/TON using SCHEDULE – E. Certain inputs like Bunker rates published by IOCL, port tariff, loading rates, Nautical miles for the sea legs, etc. will be fixed by TANGEDCO in the excel sheet SCHEDULE – E in order to evaluate the price bids on level platform. In **SCHEDULE – E TANGEDCO's inputs should not be changed.** This is provided for the bidders to arrive at the Cost/Ton required for evaluation of bids in the e-portal.

**The charter hire rate/day and other tax details should be entered in the relevant fields in BoQ sheet and technical details and charter hire rate and taxes should be entered in the PARADIP-Tuticorin and cross-checked in Vizag-Tuticorin Schedule-E sheets and the average Cost / Ton in INR (PDP-TTN & VZG-TTN) will be extracted into the BoQ sheet in NIC e-portal.**

C) EVALUATION:

i) Sector for evaluation:

Average of round voyages in Paradip-Tuticorin and Vizag-Tuticorin shall be taken for evaluation.

ii) Loading Period:

The loading period will be adopted based on full loading rate @ 40000 MT/day for Paradip port and full loading rate @ 20000 MT/day for Vizag port for evaluation purpose.

iii) Discharge period:

The discharge period at Tuticorin will be adopted based on the discharge rate declared by the owners in the bid for evaluation purpose.

iv) Cost per ton:

Evaluation shall be based on average Cost/Ton of Paradip-Tuticorin & Vizag-Tuticorin. The average cost per ton for one round voyage in the sectors mentioned in (i) above, arrived using the worksheets in Schedule – E and quoted by the bidder in the e-price bid shall be the L1 deciding factor.

v) After evaluating the L1 as above, Right of First Refusal (ROFR) provision as per DG/Shipping Circular No.2 of 2019(Annexure–G) or its subsequent amendments, 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.

vi) Charter hire rate and Negotiation:

The charter hire rate will be back worked in USD/Day for foreign bidders and in INR/Day for Indian bidders, based on the lowest cost per ton quoted in e-price schedule, using the same parameters as per the declarations in the technical documents and same exchange rate stipulated in e-portal (if applicable). The negotiations will be held directly with ship owners / Disponent owners /authorized brokers/authorised agents of the L1 offer.

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-I) 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 documents:**

**DOCUMENTS TO BE UPLOADED:**

- i) Proof for payment of EMD before due date and time (Proof for RTGS/NEFT/ Net Banking/BG).  
: Rs.10,00,000 for Indian flag vessels (or) USD 12,645/- for foreign flag vessel.
- ii) Schedule – L: Bank Guarantee for EMD.
- iii) Schedule – B: Certificate of acceptance of No Deviation for all the terms & conditions of the Tender Specification No. Coal(Ship)- 111 dated 11.07.2022 (Filled up Schedule-B to be uploaded as scanned copy of Original duly signed by the bidder)
- iv) Technical details including documentary evidence for BQR conditions 7 (i), (ii), (iii), (iv) of Section III (duly signed and uploaded).

- a. Forwarding & authorization Letter from the Vessel Owner if bidder is an agent (Schedule – C to be uploaded as scanned copy of Original duly signed by the bidder)
- b. Particulars of Vessel offered - Part I&II.
- c. Grab certificates, Cargo gear performance survey report. Cargo gear performance report shall be from a reputed surveyor accredited by a Govt. of India body or by internationally accredited Surveyors, issued not earlier than 6 months prior to date of submission of tender. (separate certificate for each vessel).
- d. Copy of deadweight cum displacement for draughts upto 13.5 mtrs SW onwards as per **trim stability booklet** certified by Class / DG Shipping.
- e. General arrangement plan.
- f. **Speed trial data book**, etc.
- g. P&I Club policy.
- h. All valid statutory certificates of the vessel as per SCHEDULE-F.
- i. Declaration by the owner/disponent owner that the vessel is capable of loading cargo at the thermal coal berths at Haldia, Paradip & Vizag and discharging at Ennore, Karaikal and Tuticorin ports (SCHEDULE- G to be uploaded as scanned copy of Original duly signed by the bidder).
- v) Schedule - H: Vessel's experience (Filled up Schedule-H to be uploaded as scanned copy of Original duly signed by the bidder).
- vi) The documentary evidence for BQR Clause No. 7(iii) of Coal(Ship)-111 dt. 11.07.2022 i.e copies of signed Bills of Lading or copies of signed Mate Receipts for voyages as mentioned in BQR, listed in the Schedule –H. In case of newly built vessel which has not performed any voyages, the technical specification guaranteed by the Ship builder.
- vii) The documentary evidence for BQR Clause No. 7(iv)) of Coal(Ship)-111 dt. 11.07.2022, turnover in any one of the immediate preceding three financial years. (i.e 2018-19, 2019-20 & 2020-21) in 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 vessel owner/disponent owner, for all the above three financial years. (scanned copy to be uploaded).
- vii) Schedule – I Process Compliance Statement (scanned copy of Original duly signed by the bidder)
- ix) Schedule - J "E-TENDER FORM", (scanned copy of Original duly signed by the Owner/disponent Owner)
- x) Schedule – K "Input Tax Credit Certificate" (scanned copy of Original duly signed by the Owner/Disponent Owner)

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 –K.

XI) Bidders shall furnish any other additional information in support of the experience of the offered vessel (i.e. 2019-20, 2020-21 & 2021-2022).

XII) Scanned copy of page-wise endorsed tender specification bearing No.Coal (Ship) - 111 dt.11.07.2022 towards acceptance of all terms & conditions.

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

Price Schedule should also be quoted in the e-tender platform only.

- 1.6 Techno-Commercial documents and Price Bids are to be submitted on or before due date and time ONLINE only.
- 1.7 Each attachment shall not exceed 10 MB in size. Should not be protected with Password. Should be in PDF format.
- 1.8 All tender offers shall be submitted as per prescribed formats.
- 1.9 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.
- 1.10 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.
- 1.11 Bids received after the due date and time as set out in the "Invitation to Bid" will be summarily rejected.
- 1.12 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 – I, 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**

For Indian bidders, the Charter Hire Rate per Day to be given in INR/Day with GST and for foreign bidders vessel Charter Hire Rate in USD/Day to be converted into INR per day and to be quoted along with Royalty and GST using the worksheet provided in the e-platform of National Informatics Center.

## **3.0 EARNEST MONEY DEPOSIT(EMD)**

**3.1** 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 for 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.10,00,000.00 (Rupees Ten lakhs only) for Indian bidder (or) USD 12,645 (US Dollars Twelve thousand six hundred forty five only) for foreign bidders

**3.2 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**

**EMD offered shall be paid through RTGS/NEFT/Net banking or provided in the form of Bank Guarantee (Schedule-L) with validity for a period of one year from the due date for 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 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 or the undertaking in lieu of exemption of EMD 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

- i) the bidder withdraws his tender at any stage before the expiry of the bid validity or backs out after acceptance.

- ii) the bidder violates any of the conditions of the tender specification.
- iii) the bidder fails to accept the terms of Security Deposit as stipulated after acceptance of the tender.
- iv) the bidder revises any of the terms quoted during the validity period.
- v) the BQR evidences are found to be fraudulent or non-genuine the tenderer will be blacklisted for future tenders.
- vi) the bidder furnishes bogus or false particulars / information in the documents produced along with the offer.
- vii) the bidder does not accept the correction of arithmetical errors as indicated in clause no:4.3 of Section IV.

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.

- viii) If the declared specifications of the vessel are found to be incorrect upon delivery.
- ix) If he does not deliver the vessel within the stipulated lay days specified, unless Charterers accepted the extension.

**3.10** 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.**

**3.11** 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 12,645 USD in exchange rate variation.*

**3.12** Bid not accompanied with EMD in accordance with the above conditions will be SUMMARILY rejected by TANGEDCO.

**3.13** No interest will be payable by TANGEDCO on the above EMD.

#### **4.0 SUBMISSION OF BIDS UNDER "TWO PART" E-TENDER SYSTEM**

**4.1** The entire bidding process will be conducted on the same due date & time.

#### **4.2 TECHNO-COMMERCIAL STAGE:**

Tenderers must submit their Techno-commercial documents and Price Schedule in E-procurement portal of National Informatics Center (viz. <https://tntenders.gov.in/nicgep/app>) on or before 1430 Hrs on 28<sup>th</sup> JULY 2022.

Techno-commercial bid documents shall consist specified documents and formats as stipulated in clause no.1.5 of Section IV. Techno-commercial documents 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 (iv) of Section III** of the tender specification Coal (Ship)-111 DT.11.07.22 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 CHARTER HIRE RATES:**

Indian bidders are to quote the net daily charter hire rate including overtime, for their vessel (s) only in Indian Rupees.

Foreign bidders are to quote the net daily charter hire rate including overtime, for their vessel (s) only in US Dollars. The conversions to INR/day and to cost/ton

are meant only for evaluation purpose.

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.

The quote of net charter hire rate inclusive of taxes and levies will not be considered for evaluation.

Cost / Ton in INR will be considered for the purpose of evaluation:

- i) Indian bidders are to quote the charter hire rate, for their vessel only in Indian Rupees/day and the corresponding cost per ton in INR/MT. (Calculation sheet is found in Schedule –(E)
- ii) Foreign bidders should convert their charter hire rate in USD/Day into INR/day using the exchange rate stipulated in NIC's e-portal and also quote the corresponding cost per ton in INR/MT. (Calculation sheet is found in Schedule – (E))
- iii) Royalty % and GST % for charter hire should also be quoted in the bid. TANGEDCO has stipulated 18% GST for port charges and Tax inclusive Bunker rates published by IOCL for conversion to Cost/Ton provided in Schedule-E.
- iv) For foreign bidders, 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 excel sheet Schedule (E) to be used by the bidders for the calculation of COST/TON.
- v) The quoted price will be corrected for arithmetical errors to the advantage of the TANGEDCO.
- vi) If the Bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of EMD forfeited.

**4.3** 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 postal or any other delay in submission of EMD/bid on due date and in time.

**4.4** 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.

**4.5** Tenderer should offer all the cargo equipments as per the General Arrangement Plan and 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 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](mailto:cemechcoal@tnebnet.org) by clearly indicating in the subject "PRE-BID QUERY for COAL(SHIP)-111 DT.11.07.2022". 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** No changes, amendments which materially alter the tendered prices shall be permitted after the opening of the tender.

**5.6** 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 opening of the techno-commercial bids.

**5.7** 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:**

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 - J "E-TENDER FORM", will make the tender liable for rejection.
- k) not giving clear and specific acceptance in respect of the clause no:11 of Section VI under the heading: Performance clause & Liquidated Damages.
- l) not giving clear and specific acceptance for Process Compliance Statement (Schedule – I) 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.

## **7.1 Tenders will be SUMMARILY rejected if**

- i) The EMD requirements are not complied with
- ii) The Bid Qualification Requirements of this specification as per Section – III Clause No.7 (i to iv) are not satisfied

- iii) The Bids received after the due date and time as set out in the "Invitation to Bid"
- iv) Not quoted for the vessel specification required by TANGEDCO
- v) Bids Submitted by consortium
- vi) The bidder quotes or claims that his offer in e-tender is with typographical errors.
- vii) The bidder quotes or uploads the price in the techno-commercial bid for the entire scope of supply.

However bidders can quote for item 1 or item 2 or for both the items. Bidders shall not quote same vessel for both the items.

## **8.0 POLICY FOR BIDS UNDER CONSIDERATION**

**8.1** 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.

**8.2** 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.

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## **SECTION V**

### **TECHNICAL SPECIFICATION**

The vessel offered should satisfy the following technical specifications:

- i. Type of the vessel – Self trimming supramax geared bulk carrier fitted with cranes and grabs is required. The vessels offered should be suitable for transportation of thermal coal.
- ii. Dead Weight Tonnage (DWT) – About 50,000 - 65,000DWT.
- iii. Minimum number of deck cranes-4
- iv. Number of holds - 5
- v. Maximum length over all / beam : 210 mtrs/32.26 mtrs.
- Vi. Economical speed: minimum 12 knots.
- vii. Minimum capacity of the crane: swl 25 tonne.
- Viii. **Minimum grab capacity: 12 CBM**
- ix. Minimum crane outreach from the shipside shall be 9.50 mtrs at a draught of 11.00 mtrs and a corresponding higher outreach is required for vessels with higher draught at fully loaded conditions for continuous working at safe working angle. (Also refer clause 5 Section VI)
- x.
  - 1. Air draught: For vessels with forward and aft opening hatch cover - around 13.0mtrs
  - 2. Air draught: For vessels with side rolling hatch covers- around 12.54 mts
- xi. Minimum hatch size requirements:  
11.0 m x 11.0 m

## **SECTION VI COMMERCIAL CONDITIONS**

### **1.0 Areas of operation and purpose:**

The vessel chartered by TANGEDCO will normally be utilized for moving coastal thermal coal along the East Coast of India between Paradip / Vizag Port and Tuticorin / Ennore/Karaikal. However, charterers reserve the right to deviate from this stipulation, subject to mutual acceptance. Coal will generally be loaded at the thermal coal berths at Paradip / Vizag Port and be discharged at Tuticorin through the vessel's gears at Coal Jetty II/VOC port or through shore cranes at North Coal Berth I/VOC port or through shore cranes at Ennore/Karaikal ports. The tenderers should confirm clearly that his vessel is suitable for loading at Paradip / Vizag Port through mechanical shore facilities or manually and capable of discharging cargo with its own gear at CJ II/Tuticorin or into the shore hopper installed at the coal berths at Ennore/Karaikal/NCB I Tuticorin, as per Annexure -G.

2.0 The offered vessel should possess valid statutory certificates and should comply with all directives of Government / Directorate General (Shipping) regarding suitability and/or acceptability of vessel in respect of class/age/other technical parameters in Indian waters/ports. All valid and applicable statutory certificates should be attached as listed in Schedule F of the tender specification.

### **3.0 Loading norms for performance:**

Manual loading at all ports with vessel's gears: Average 3000

MT per crane per day

Mechanical loading at Haldia – 15000 MT /day

Mechanical loading at Paradip – full load Average 40000 MT per day

Top up : Average 25000 MT per day

Habour Mobile Cranes loading at Vizag:

Full load Average 20000 MT/day

Top up: Average 15000 per day

### **3.1 Discharge rate for technical evaluation and performance:**

The owners shall declare the rate of cargo discharge of the vessel based on number of cranes, number of grabs, capacity of grabs and average cycle time

of the cargo gear calculated as per the formulae mentioned below, the average cycle time of the cargo gear shall be supported by the **cargo gear Performance Survey Report**, which shall be submitted along with the technical bid. However, while calculating the discharge rate; the average cycle time below 2.5 mins should not be adopted. The discharge rate as declared by the owners shall be considered for bid evaluation, vessel's performance, vessel's off-hire etc. Moreover, TANGEDCO reserves the right to re-assess the correctness / reasonableness of the declared discharge rate or average cycle time based on available data or as per Industry standards. The minimum average rate of discharge of cargo shall be 3750 MT per crane per day. (The density of coal shall be taken as 1 cbm).

#### 4.0 Indicative formulae for arriving at the discharge rate:

(i) For Vessels aged more than 5 years old

No of cycles per hour x No. of cranes x Grab capacity x 21 hrs. x70% =-----MT pd

(ii) For Vessels aged less than 5 years old

No of cycles per hour x No. of cranes x Grab capacity x 21 hrs. x75% =-----MT pd

(30/25% allowance is given for crane operation including normal stevedores' performance and 3 hrs allowance given for stevedores' time for shift changes, tea breaks, meals breaks, etc.)

Note: 1. Cargo Gear Performance Survey Report: The Survey shall not be done earlier than 6 months prior to the date of submission of tender. The survey shall be conducted by a reputed survey firm accredited by a Govt. of India body or by internationally accredited surveyors.

2. For the vessel which had already performed for TANGEDCO under PSC charter or under TANGEDCO direct charter, the owners shall also provide materials, documents, etc. regarding improvements, additions, Repairs, etc. made to the vessels gears, cranes and equipments, if any, in order to improve its efficiency and performance.

5.0 **Crane outreach:** The cranes should have a minimum outreach of 11.50 mtrs. from the shipside at a draught of 11.00 meters and a corresponding higher outreach is required for vessels with higher draught at fully loaded conditions for continuous working at safe working angle. The owners should declare the minimum and maximum

outrreach of the cranes at maximum draught of 14 mtrs if applicable or at maximum draft of the vessel and also confirm the outreach is sufficient for continuous working at safe working angle failing which the offer shall be rejected. Vessel offered less than 9.5mtrs outreach will be technically disqualified. In the event, the vessel is found incapable for discharging the cargo at Coal jetties I & II Tuticorin which fitted with new fenders, with its own cargo gears due to technical deficiencies or any other reasons, owners will bear all the expenses and consequential losses incurred by charterer including the expenses for shifting the vessel to any other berth for discharging cargo at Tuticorin port.

**6.0 Speed of vessel:** Speed of the vessels should be minimum 12 knots at service output with most economical fuel consumption. The maximum safe speed of the vessel shall also be mentioned in the tender.

**7.0 Fuel consumption:** The bunker consumption on economical speed and maximum safe speed to be furnished by the bidder (Schedule-D). The invoice of last bunker supply should be furnished before entering TANGEDCO operation, if the vessel is selected. The bunker cost shall be paid directly by TANGEDCO to the Oil companies. The vessel should perform at the economical speed declared by the owners in the tender and in case the vessel performs at any higher speed with higher consumption of bunkers, the cost of excess bunkers consumed by the vessel (at the higher speed) shall not be paid to the owners. In case, if the charterer instructs the Master to proceed at a higher speed than economical speed, the bunker consumption shall be allowed for that higher speed as declared by the owner in the tender.

**8.0 Charter hire rates:**

In the case of foreign bidders, Royalty and GST as applicable will be paid by TANGEDCO and only the charter hire remittance in USD will be made to the foreign vessel owner. In case of Indian companies who are disponent owners, charter hire will be paid in INR for foreign flag vessels, charter hire rate inclusive of Royalty and GST will be paid in INR at the exchange rate prevailing on the date of invoice. During execution of the charter, the taxes, duties and levies will be as applicable during the charter period. 30 days Charter hire payments will be made in advance upon

submission of **Original invoice**. The **Original invoice** for the charter hire payments to be submitted **atleast 20 days in advance**. The Charterers will not be liable to pay interest or any like sum on any delayed payment of charter hire. For private vessel owners, GST TDS@2% will be deducted from the charter hire bills. Monthly GSTR -2A form must be submitted to TANGEDCO. If LD or any other penalty including EMD/SD forfeiture occurs, GST will be recovered from the charter hire payments. LD/Penalty & other recoveries for the previous round voyages will be made in subsequent bills. Further, last 30 days charter hire will be withheld for any other recoveries like cost of re-delivery bunkers, off hire and other amounts due to charters from the owners and would be released after recoveries for excess bunkers etc. within 90 days after completion of charter period.

9.0 The tenderer should quote their rates taking into account the Input Tax Credit (ITC) relief (and ITC benefits) available to them on account of GST already paid. Tenderers shall submit the Input Tax credit certificate as per Schedule K. A certificate to this effect may be furnished along with the tender as per Schedule K. If GST-Input Tax credit is not applicable or there is zero rebate, auditors should certify the vessel owner's/disponent owner's declaration in Schedule-K.

10.0 **Delivery:** The vessel has to be delivered to the charterers at Arrival Pilot Station(APS) at Paradip or Vizag at charterers option in coastal status any time day and night, Sundays & Holidays included, however closed holidays in delivery port are excluded. Sanction of the Directorate General of Shipping, Mumbai, is required prior to delivery of foreign flag vessel / vessels in the time charter. Joint on-hire survey will be conducted prior to delivery as per the Charter Party provisions. Owners undertake to convert the vessel into coastal status before delivery at their time and expenses.

11.0 **Performance clause and liquidated damages:**

a The performance levels declared by the owners in the relevant tender document with regard to any part of her hull, machinery including cargo gear and other equipment which are required to be in service of the Charterers, shall be efficiently maintained by the owners throughout the period of the vessel's service with the

Charterers. All the declaration made by the owners and entered in the tender offer shall also be applicable and form part of respective charter party.

b. Also, if after delivery the declaration of the performance levels of any part of her hull, machinery including cargo gear and other equipment are estimated or observed to be incorrect which adversely affect the Charterers, the Charterers have the option to terminate the time charter immediately.

c. If Charterers have reason to be dissatisfied with the performance of the vessel, the owners, on receiving complaint, shall immediately investigate and take appropriate steps to correct the situation.

d. If the owners fail to rectify the defect and /or do not maintain the declared performance level, the Charterers to give owners 15 days notice to improve the performance, rectify the defect. Owners on receiving this notice shall endeavor to improve the performance, rectify the defect and maintain the declared performance level within 15 days from the date of issue of notice by the Charterers. In the alternative on the demand of the Charterers, owners shall arrange a sister vessel at the same rate and any additional expenses to be on owners account.

e. If owners neither improve the performance nor rectify the defects of the vessel to the declared level of performance within the 15 days notice period, Charterers at their option shall terminate the charter on expiry of the 15 days notice period and shall be entitled to claim liquidated damages for the financial loss sustained by the Charterers and claim towards increase in charter hire of the alternative vessel including all other consequential damages sustained by the Charterers.

f. If the owners unilaterally / in-breach of the charter party withdraws the vessel, charterers shall:

- i) Recover the cost of remaining on board (ROB) bunkers before submission of the port clearance to the Master.
- ii) Invoke the EMD treated as Security Deposit
- iii) To claim liquidated damages for the financial loss submitted by the Charterers and

claim towards increase in charter hire of the alternative vessel including all other consequential damages sustained by the Charterers.

g. Delay in delivery of vessel beyond the lay days:

(i) On confirmation of the acceptance of the vessel by the charterers, the owners shall give readiness of the vessel within the lay days. The delivery of the vessel to be accepted by the charterers at **Arrival Pilot Station**. If the owners fail to deliver the vessel within the lay days, charterer reserves the right of termination if mutually agreed and the right to extend the period of delay beyond the laydays. Extended period will be paid at 50% of the Charter Hire/day. Should the charterers engage another vessel in this connection, as a substitute vessel or otherwise, the owners shall be liable to compensate Charterers for the cost per ton difference on the total cargo transported in connection with such engagement of vessel until the bidders vessel enters the TANGEDCO charter and the charterers are entitled to deduct/adjust/debit such damages and expenses from money/amount if any available with the charterers belonging to/payable to the owners.

ii) In addition to the aforesaid remedy, the charterer reserves the right to exercise the option of reducing the charter period to the extent of the period of delay beyond the lay days."

h. Penalty for non-supply of vessel:

In case, the owner fails to provide the vessel and perform the charter after 20 days from the last day of the stipulated laydays, Charterer reserves the right to forfeit the **EMD treated as Security Deposit**, apart from levying LD. Non-supply will be strictly viewed upon in future tenders"

i) If the vessel fails to load at the rates mentioned in clause 2, the owners shall be liable to compensate the Charterers as per Clause 35 of Section VI of this tender.

j) If the vessel fails to discharge the cargo within the allowable time arrived based on the rate of discharge declared by the owners under in the technical bid, the owners shall be liable to compensate the charterers as per Clause 36 of Section VI of this tender.

12.0 **Re-delivery:** The Vessel will be re-delivered to the owners or their agents in coastal status at a safe berth at Tuticorin or Karaikal or Ennore at charterers option. Joint off-hire survey will be conducted prior to redelivery as per the Charter Party provisions.

13.0 **SECURITY DEPOSIT:**

The EMD amount obtained may 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 along with final payment of charter hire.

14.0 **Sister vessel or substitute vessel:** Should the Bidder require the vessel to be temporarily withdrawn from the charter for the purpose of dry docking or annual repairs or for any other purpose, the Bidder/owner should substitute the vessel with similar or higher tonnage. In the event that the successful Bidder / owners fails to provide a substitute vessel, the charterer reserves the right to hire another vessel and the resultant difference in cost will be claimed from the owners. However, the Charterer reserves the right to extend or not to extend the C/P period by an equivalent number of days for which the vessel was withdrawn by the Owners for annual repairs, dry docking or for any other purpose. The sister vessel or substitute vessel will be accepted only at a later stage where substitution is required for the purpose of dry docking or annual repairs or if charterers request for the substitute vessel on account of poor performance or any other purpose.

15.0 Tenderer should furnish the present status and itinerary of the vessel offered, upto the date of delivery in TANGEDCO's charter.

16.0 (A) At or off ports the vessel's master shall be responsible for and crew shall connect or disconnect all the grabs to / from their respective cranes, to



open and to close the hatches where and when required and to facilitate and enable the charterers/receivers or its agents in discharging their operations. The connecting of grabs and opening of hatches, as detailed in Schedule - D, should be completed within 30 mins at load port and 2 hrs at discharge port from the time of berthing of the vessel. If all the cranes/grabs are not handed-over for cargo operation within the said 30 mins/2 hours of berthing, the vessel shall be fully off-hired and related bunker consumption and berth hire shall be borne by the Owners and Charterers shall be entitled to deduct such sum ascertained by Charterers from the charter hire. The SOF shall contain the timings of hatch opening/closing as well as timings of cargo commencement / completion for each hatch at every port and master shall ensure compliance thereof. If this is not complied with, the decision of the charterers in this regard shall be final. The master shall call for outward pilot within one hour at load port & two hours at discharge port of completion of loading / discharge of cargo. The master shall also report the signal/pilot station immediately on arrival at port limits. If any delay in sailing after completion of loading/discharging or delay in berthing after reporting the readiness on arrival at port, due to breakdown of machineries such as main engine, generator or any other equipment or for any reason whatsoever, the vessel shall be fully off hired from completion of loading/discharging or arrival of vessel till pilot boarding, as the case may be, and all the related expenses during such period, such as bunker consumption, berth hire, port penalties etc., shall be borne by the owners and the charterers shall be entitled to recover from the charter hire payment.

B) Vessel shall comply with the new regulations of Paradip port trust, which came in to force from 01.11.2015. Any violations will attract from the port trust which will be to owner's account. (Please see the Annexure (E) of tender specification for regulations).

17.0 Vessel's stowage plans to be made under Master's supervision. Owners covenant that Master shall co-operate with charterers and / or the shippers in every way possible to load and stow the charterer's full and complete intended

cargo. Unless the charterers or agents instruct otherwise, the Master shall ensure the loading of full and complete cargo to the maximum permissible draught available at the load Port or at the discharge Port whichever is the lower. If the vessel fails or is unable to load the declared/full and complete cargo, the owners shall be liable to compensate/pay for such dead freight. The surveyors report shall be binding on both the parties. In case of dead freight of cargo at the initial load port and if the vessel rectifies the shortage at the topping-up port, the prevailing price differences of coal between these ports shall be compensated by the owners in case of loss to the charterers. The method of calculation for arriving at the quantity of dead freight and cost thereof shall be as follows:-

Dead-freight calculations :

1. Charter hire period from previous RFA discharge port to RFA next discharge port Days Hours Minutes x charter hire
2. Bunker consumption for the above voyages:

LSFO	MTx	Rs .....(at current price)
HFHSD	MTx	Rs ..... (at current price)

3. Actual port charges levied by the port

Load port	=	Rs
Topping - off port	=	Rs----- (if applicable)
Discharge port	=	Rs.

4. Miscellaneous expenses = Rs.....

Total cost	=	Rs.
<b>(X)</b>		

Total cargo loaded mt **( Y )**

5. Cost per tonne **( Z )** = 
$$\frac{\text{(X) Total expenses for round voyage}}{\text{(Y) Total cargo loaded}} = \text{Rs.}$$
6. Cost to be recovered towards dead freight = 
$$\frac{Z}{x} \times \text{Dead freight qty}$$

The short loaded quantity as assessed by charterer surveyor at load port shall be taken for dead freight calculation. Due allowances shall be given for dock water density, excess bunkers on board, limitation at the berth due to draught restrictions, charterer's / agents instruction on specific voyages to sail short loaded in order to catch the tide or high water. Charterers shall also rely upon the cargo declarations made by Owners at the time of offer as the base figures for dead freight assessment.

18.0 Owners are obliged to deliver and keep the vessel, her crew and anything pertaining hereto supplied with upto date and complete certificates, approvals and equipment, enabling the vessel and her crew to carry the cargoes and trade within the trading limits allowed under this Charter Party without delay. It is the responsibility of the Master and Owners to arrange to keep on board all corresponding certificates valid. Failing this, any time lost shall deduct full off-hire, bunker consumption; berth hire, port penalties etc. which shall be to Owner's account and the same shall be deducted from charter hire dues.

19.0 Vessel not to carry solid ballast.

20.0 a) Vessel should be delivered with 400 MT of Low Sulfur Fuel Oil (LSFO) and about 60 MT of High Flash High Speed diesel oil (HFHSD). Vessel will be re-delivered on completion of charter with same quantity of LSFO & HFHSD as on delivery. Cost of bunkers on delivery will be settled by the charterers separately upto the quantity mentioned above at the coastal rate ruling at the port of delivery and on the date of delivery. The remaining quantity if any will be settled at the discharge port rate on date of delivery. Cost of redelivery bunkers shall be deducted from the owners at the coastal rate ruling on the date and at the port of redelivery.

**After re-delivery at discharge port, if the same vessel is delivered back into TANGEDCO fresh charter,**

**i) Charterer (TANGEDCO) need not supply additional bunkers to match with the delivery bunkers and**

**ii) Delivery bunkers will be accepted as per bunkers on board**

Further, on delivery if the vessel is found with more than the specified quantity of bunker resulting in short loading of cargo due to excess bunker on board, pro-rata cost of short loaded cargo shall be charged on the owners account. During the charter period, bunkers will be supplied by IOC or other suppliers as per the specification available with the suppliers at that point of time. The quantity of bunkers received and all relevant figures for calculation purpose will be considered solely on Bunker delivery note (Marine Delivery Receipt) only.

However, when the vessel is delivered back into TANGEDCO charter immediately

after completion of the previous charter, the cost of delivery bunkers will be settled by Charterers at the coastal rate prevailing at the port of redelivery on the date of redelivery.

b) 2020 Marine Fuel Sulphur Content Clause:

(i) For the purpose of this Clause, "Sulphur Content Requirements" means any sulphur content and related requirements as stipulated in MARPOL Annex VI (as amended from time to time) and/or by any other applicable lawful authority.

(i) The Charterers shall supply fuels to permit the Vessel, at all times after the date on which the new sulphur content cap comes into effect on the Indian coast, to comply with any applicable Sulphur Content Requirements. All such fuels shall meet the specifications and grades set out in this Charter Party. If possible, charterers shall endeavor to supply the vessel with reasonable quantity of compliant fuel to enable owner's to completely consume the non-compliant bunkers on board in reasonable time ahead of the date on which the new regulations come into effect.

iii) The Owners warrant that the Vessel shall comply with the Sulphur Content Requirements from the date on which it comes into effect on the Indian coast.

Subject to the Charterers having supplied the Vessel with fuels in accordance with subclause (ii), the Charterers shall not otherwise be liable for any losses, damages, liabilities, delays, deviations, claims, fines, costs, expenses, actions, proceedings, suits, demands arising out of the Owners' failure to comply with this sub clause (iii).

(iii) Owner's shall plan for reducing the non-compliant fuel quantity on board and prepare the fuel tanks for compliant fuel at owner's time and cost in the months leading up to the date on which the new regulations come into effect, such that no non-compliant fuel remains on board after the date on which the new regulations come into effect. Charterers shall not accept liability for any non-compliant fuel remaining on board after the date on which the new regulations come into effect, and any such fuel remaining on board will be to the account of owner's and owner's will be charged for that quantity along with the re-delivery bunkers at the time of termination of this charter party. Further, if any such unusable fuel remains on board after the date on which the new regulations come into effect resulting in short loading of cargo due to unusable bunker on board, pro-rata cost of short loaded cargo shall be charged on the owners account. Any off-loading of unusable bunkers

shall be to owner's account.

(iv) Where vessel are fitted with closed loop or hybrid scrubbers - all cost and time for removal of waste effluent shall be to owner's account.

(v) If it becomes necessary for the owner's to install scrubbers or other equipment to comply with the new regulations, such fitment shall be carried out at the time and cost of the owner's. If the vessel has to be taken off-hire for more than 72 hours for such fitment/ conversion, owner's shall place a substitute vessel of similar specifications acceptable to the charterers for such time as the chartered vessel is not made available to the charterers for commercial operations. Such substitute vessel shall be fully compliant with the new sulphur content cap regulations.

21.0 Owners should guarantee that the vessel is entered for full cover and shall remain entered for the duration of this charter, in a Protection and Indemnity Association. P&I Class I, II cover FD&D premium for owner's liability to owner's account.

22.0 The Charterers have the liberty of flying their own House Flag and painting the funnel and sides with their colours. Owner's original markings to be restored before redelivery at Charterers time and expenses.

23.0 (a) Should the vessel put back or delayed or detained on voyage, at sea or at Port, by the reason of an accident or breakdown of equipments, machinery, etc. of the vessel or under performance (including port norms) or in the event of loss of time either in Port or at sea due to any reason whatsoever for which the vessel is responsible or deviation from the course of the voyage caused by sickness or accident to the crew or any person on Board vessel (other than super cargo travelling by request of the Charterers), or by reason of negligence or of the refusal of the Master or crew to perform their duties and obligations, the hire shall be suspended / vessel off-hired for such period of detention, delay, breakdown, inefficiency, etc. and all extra expenses including bunkers consumed during the suspended period shall be on Owners' account. The charterers are entitled to deduct such sum in this regard from the payment of charter hire. Time lost due to the above reason can, at charterer's option, be added to the time charter period.

(b) For the purpose of annual repair work or dry docking or any other purpose, owners to give charterers not less than thirty days' notice of taking vessel out of

service. Owners should respect charterers scheduled employment, whilst tendering such notice. For the purpose of redelivery, the redelivery point shall be at the discharge berth and for the purpose of delivery after repairs / dry-docking the delivery point shall be at berth at Charterers nominated load port. If vessel is re-delivered for dry-docking or repairs or any other purpose as per Owners request, the conversion and reversion charges to be arranged by Owners / Owners agent itself at their time and cost. Charterers / Charterers agent shall not be liable / responsible for the same.

Whenever, owners require the vessel to be withdrawn for dry docking or repairs or for any other purpose, TANGEDCO's nominated surveyor to carry out the Joint survey for redelivery / delivery. The survey time / expenses are to be borne fully by the owners and to be deducted from the charter hire dues. A copy of the joint survey report is to be submitted to the charterers.

When vessel is out of service due to the above or any other cause for a continuous period of eight days or more, Owners should on the expiry of eight continuous days from the date of off-hire/redelivery, give Charterers a definite notice of vessel's re-entry into the charter. In addition, Owners to keep Charterers informed regularly during any such "Off-hire period" of the expected time of completion of repairs and vessel's re-entry into the time charter. All expenses incurred including the bunkers consumed during such period shall have to be borne by Owners.

However, Charterers reserve the right to extend or not to extend the C/P period by an equivalent number of days for which the vessel was pulled out by the Owners for annual repairs, dry docking or for any other purpose.

(c) Also when the vessel is off-hired for a continuous period of 24 hours or above but below eight days due to repairs or the vessel is shifted to outer anchorage by the port due to under performance due to crane(s) / grab(s) breakdown (failure of generator / equipment) or for any other cause for which vessel is responsible, vessel to be off-hired from the time of discharge operation suspension upto recommencing of discharge operation. Shifting of vessel to outer anchorage by port Authorities due to under performance of the vessel shall be to Owners account. In such cases, bunker consumption, pilotage, berth hire, anchorage and other port penalties etc., shall be to Owners account and the same shall be deducted from charter hire dues. After re-commencing cargo work and if the vessel's

performance continuous to be poor whereby not satisfying charterers/port and if the vessel is ordered to over carry the balance cargo to the next load port, the transportation cost for up and down voyage on the over carried cargo shall attract single ocean freight on that particular voyage and this shall be deducted from the charter hire dues. Charterer shall submit the calculation of recoveries (Pl. refer clause 14 of Time C/P form & clause 37 also of this tender specification).

(d) At the load / discharge port, in the event of any extended stay of the vessel resulting in no cargo work and necessitated due to defective crane(s) / grab(s) breakdown of machineries / want of spares etc., and if any other vessel is forced to wait at the outer anchorage for want of this particular berth, apart from the full off hire of the vessel, the charter hire of the waiting vessel and bunker consumption shall be deducted from charter hire dues payable to the owners.

24.0 Vessel's holds to be thoroughly swept-clean to Charterers or their Agent's full satisfaction before delivery at Owner's time and expense. At redelivery, vessel's holds to be thoroughly swept-clean to Owners or their Agents full satisfaction at Charterer's time and expense but not water-washed or painted.

If the vessel is redelivered / delivered during the charter period for dry docking works / annual repairs the cleaning and sweeping of holds will be on owner's time and expense.

25.0 In the event of the vessel being denied or restricted in the use of port and/or loading and/or discharging facilities or shore labour and / or tug and/or pilotage assistance because of the vessel's flag or ownership or Management or the wages or conditions of employment of her officers and / or crew, the vessel shall be off-hired and the related expenses such as port dues, anchorage, pilotage, bunker consumption, berth hire, pilot cancellation charges shall be to Owner's account.

26.0 Notwithstanding any provisions to the contrary in this Charter Party, ship owners do not have the right to withdraw the vessel by reason of non-payment of hire or for any other reason, unless charterer is given an official notice as contemplated in Annexure D and charterer is unable to rectify such non-payment within 15 banking days after receipt of the notice that hire has not been received. During these 15 days, Owners/Master should not take any action towards stoppage

of cargo loading/discharging operation due to non-payment of charter hire. If the vessel owner refuses to berth the vessel or stops/ceases cargo work, full off-hire including bunker, berth hire shall be deducted from the charter hire dues. Also such actions will lead to black listing of the vessel / company. If charterer is still in default of payment of charter hire, the owners have the right of withdrawing the vessel from the service of the Charterer without interference by any court or any formality whatsoever and without prejudice to any claim, the owners may otherwise have on the Charterer under this charter.

27.0 The Charterers will not be liable to pay interest or any like sum on any delayed payment of charter hire.

28.0 Owners warrant that the vessel is self-trimming, suitable for loading coal through shore conveyor system at the load port and carriage of coal and discharge the same at CJII/ NCB 1 berth.

29.0 In case of dispute, Charterers or their supercargo are entitled to call for speed trials in ballast or loaded condition, indemnifying Owners against any extra expenses in this connection. Charterers or their supercargo to have free access to engine room, bridge and cargo holds and may inspect or cause the inspection of cargo gear.

#### 30.0 THIRD PARTY DAMAGE:

Should any damage be caused to the vessel or her fittings by Charterers / Principals / Stevedores, the Master to serve Third Party Damage Report to the responsible stevedores with copy to Charterer and report to the Charterers the event pertaining to such damage within 24 hours of its occurrence. The Master should also notify the Charterer's agent to arrange for a joint survey and ensure joint survey is carried out in order to estimate the cause and extent of the damage within 48 hours of the occurrence of the damage in the presence of stevedores' representative. For the purpose of carrying out joint survey, Charterers nominated surveyor is to be appointed.

31.0 In addition to the above requirement if the damage is caused due to stevedores' negligence, the Master must necessarily clause the SOF of the vessel plus final stevedoring certificate endorsing the relevant damages with TPD report and references, copies of which to be sent to Charterers. Failing the aforementioned Stevedores / Principals / Charterers are not responsible in anyway whatsoever for such damage and / or loss of time thus occasioned due to stevedores negligence. If Owners



carry out repairs on the written request of the Stevedores, the Stevedores / Principals / Charterers to be responsible for all expenses for all such reported damage. Master / Owner to produce the cargo gear maintenance details for verification / reference and records and also to certify that they have not claimed any amount from Insurance for the particular damage.

32.0 Lashing materials stanchions, if any, as on board to be placed at Charterers disposal and Charterers to have free use of all equipment on board, but additional materials to be for Charterers account.

33.0 The hire is inclusive of all Officers and Crew overtime.

34.0 Owners confirm that the vessel is fully insured in respect of her hull and machinery.

**35.0 Compensation for non adherence to loading rate:**

When the agreed loading rate is not achieved by ship owners, the excess time taken - excluding the delay caused on account of shore delays / adverse weather / force majeure/ non availability of cargo - will be treated as full off hire including bunker consumption, berth hire and port penalty charges; i.e. the charterer shall be entitled to deduct the same from the charter hire dues payable to the owners.

**36.0 Compensation for non adherence to declared discharge rate and discharging beyond the allowable time:**

If the vessel fails to discharge the cargo within the allowable time arrived at based on the discharge rate declared by the owners in the technical bid under Schedule-D of the tender terms and condition, for any reason whatsoever, unless the reason is solely attributable to the Charterers, the owners shall be liable to compensate the following for the additional/excess time taken for discharge of cargo and the charterer shall be entitled to deduct the same from the charter hire dues payable to the owners.

- a. The charter hire for the additional/excess time taken by the vessel.
- b. The cost of bunker consumed, berth hire charges and other additional applicable port related charges for the additional/excess time taken by the vessel.

The additional/excess time taken by the vessel to load / discharge the cargo, shall be calculated as follows:

A	Allowable time for loading/discharge of entire cargo	<p style="text-align: center;">Total cargo on board</p> <p style="text-align: center;">-----</p> <p>Loading rate specified by TANGEDCO /Discharge rate declared by owner in the technical bid</p>
B	Actual time taken by the vessel for Loading/discharge of cargo without shore Delay	Time of loading/discharge commencement to time of Loading/ Discharge completion minus shore delays, adverse weather, non-availability of cargo and force majeure as per Statement of facts
	Additional/excess time taken	B (-) A

37.0 If the vessel is shifted to outer anchorage/shore crane berths due to poor performance, failure of machineries/equipments or any other reasons whatsoever, unless the reason is solely attributable to the charterers, and if resumes discharge after rectifying the defects/through shore cranes, etc., the vessel shall be off hired from the end of allowable time, as per above calculation, till pilot boarded the vessel after completion of discharge. The owner shall also liable to compensate charterers the cost of bunker consumed, penal berth hire charges, shifting charges, pilotage charges and other additional applicable port related charges, cost of stevedoring and transportation of coal applicable if any, etc.

Should the vessel be incapacitated or unable to discharge the cargo in part or fully due to breakdown of the cranes/grabs, equipments or for any reason whatsoever for which the vessel or Owners are responsible, and in view thereof if the Charterers / receivers / agents instruct to sail with the balance cargo over- carried to the next load port, the Owners shall be liable to compensate the Charterers for such over-

carriage of cargo / non-delivery of total cargo. The loss/compensation/damage shall be calculated on every such instance on the basis ocean freight charges as follows:

Over carried calculations:

1. Charter hire period from previous RFA discharge port to RFA next discharge port Days Hours Minutes x charter hire

2. Bunker consumption for the above voyages:

LSFO	MTx	Rs .....(at current price)
HFHSD	MTx	Rs .....(at current price)

3. Actual port charges levied by the port

Load port	=	Rs
Topping - off port	=	Rs -----(if applicable)
Discharge port	=	Rs.

4. Miscellaneous expenses = Rs.....

Total cost =  Rs.  
(X)

Total cargo loaded including over carried cargo mt ( Y )

5. Cost per tonne (Z ) = 
$$\frac{\text{(X) Total expenses for round voyage}}{\text{(Y) Total cargo loaded}} = \text{Rs.}$$

6. Cost to be recovered towards over carried cargo = Z x Over carried qty

38.0 Charterers to indemnify owners against all consequences and liabilities by reason of Master signing Bill (s) of Lading. If required by Charterers, Charterers or their Agents are hereby authorized by Owners to sign on Master's and / or Owners' behalf, Bill(s) of Lading as presented in accordance with Mate's and Tally Clerk's receipt, without prejudice to this Charter Party but the Owners remaining responsible for dead freight claims if any and / or short landed quantity claims absolving Charterers of all liabilities.

39.0 Neither hire nor cost of bunkers shall be payable for delay caused by the vessel being captured, seized, arrested, boycotted or detained in any other way whatsoever by any person or consequent to any interest in or claim or complaint against or dispute with the vessel or her Owners or the Government of the Nation under whose flag the vessel sails.

40.0 Owners to be responsible for any consequence of smuggling by vessel's crew. Any fines imposed on the crew who have smuggled or tried to smuggle and repatriation of such crew to be for Owners' account only and the charterers shall not be liable.

41.0 Owners to supply De-ratization certificate on delivery of the vessel and if this does not cover the whole period of the time charter, or fumigation becomes necessary, cost of the same and detention to be for Owners' account.

**42.0 Recovery towards excess time due to speed loss:**

i) In case of vessels monitored by Ocean Route Agencies:

In case of any excess sailing time during the passage, the pro-rata charter hire shall be recovered from the charter hire payment based on the leg to leg basis report furnished by Ocean Route Agencies. The charges of ocean route shall be on owners account and the same will be recovered from the charter hire payment.

43.0 In case of vessels not monitored (or) the report not furnished by Ocean Route Agencies:

For speed calculation the wind force up to Beaufort 4 scale and sea state 3 shall be taken as good weather. Sea passage shall be calculated by the Charterers from RFA (Rang Full Away) time at last port to SBE (Stand – By Engine) time at next port at the declared economical speed by the Owners on leg to leg basis only. [Please see clause 60 b]. In case of any excess sailing time during the passage, as per the said calculation, the pro-rata charter hire for time lost shall be recovered from the charter hire payment.

**44.0 Recovery towards excess bunker consumption:**

(i) Calculation towards cost of excess bunker consumption due to speed loss or otherwise, for leg to leg basis(A):

(a) In case of vessels monitored by Ocean Route Agencies: The cost for the excess Bunker consumed during the passage either FO or HFHSD or both as per Ocean Route Agency's report shall be calculated at the arrival port rate.

(b) In case of vessels not monitored (or) the report not furnished by Ocean Route Agencies:

The cost for the excess Bunker consumed during the passage either LSFO or HFHSD or both shall be calculated as per the warranted bunker consumption declared by the owners at the arrival port rate. The cost of excess bunker consumption on speed loss or otherwise, shall be calculated as above for all the legs in one round voyage. The Owners shall not be entitled to claim the cost of Bunkers saved towards speed loss.

(ii) Calculation towards cost of excess bunker consumption for one round voyage basis

(RFA previous discharge port to RFA next discharge port)(B):

(b) Actual bunker consumption: The actual Bunker Consumption for one round voyage (RFA previous discharge port to RFA next discharge port) shall be calculated based on the RFA, ROB declared by the Master.

(c) Warranted Bunker consumption: The warranted bunker consumption for one round voyage will be the total warranted bunker consumption as per Ocean route report for sea passage and the warranted Bunker consumption as per C/P for the period other than Sea Passage.

(d) The excess bunker consumed for one round voyage:

Actual Bunker consumption (a) –Warranted bunker Consumption (b)

(b)The cost of the excess bunker Consumed for one round voyage shall be calculated for the quantity of excess bunker consumed as per (c) by applying applicable rates at the discharge port. **In case there is no bunkering activity for the particular voyage, cost for excess bunkers consumed and other off-hire recoveries shall be calculated based on prevailing bunker rates during the voyage period**

(iii)Recovery for excess bunker consumption: The cost of excess bunker consumed for leg to leg basis as per (A) either LSFO or HFHSD or both shall be compared correspondingly with the cost of excess bunker consumed for one round voyage basis as per (B) either LSFO or HFHSD or both. The cost whichever is higher shall be recovered from the charter hire payment towards excess bunker consumption.

The Owners shall not be entitled to set-off savings on consumption of LSFO against

HFHSDand vice-versa on value basis in excess bunker consumption calculations

45.0 In the event of the vessel having to remain at an open anchorage/port where fresh water is not available for 15 days or more, owners have the right to deviate the vessel to take fresh water. The cost of such deviation and time thus spent to be for charterers' account, owners paying only the cost of fresh water supplied.

46.0 Joint surveys carried out for 'On-hire' at the port of delivery and 'Off-hire' at the port of redelivery should be done only at the nominated thermal coal berth. The time duration for conducting the On-hire survey shall be to the Owners account, where as the time duration for carrying out the Off-hire survey shall be charterers account. The bunkers consumed during the period of On-hire survey shall be to the owner's account, where as the bunker consumed during the Off-hire survey shall be charterers account. For carrying out such joint surveys, charterer's nominated surveyor is to be appointed. If the portion of Owners expense in this regard is paid by the Charterers, the same shall be deducted from the charter hire payments.

47.0 The Chamber of Shipping War Risk Conwartime 1993 New Both-to-Blame collision Clause, New Jason Clause and Chamber of Shipping Nuclear Materials Clause to apply and form part of this charter Party and also to be incorporated in all Bills of Lading issued under this charter.

48.0 **CARGO EXCLUSIONS:** Vessel not to load Ammonium Nitrate, Calcium Hypochloride,

tar in bulk, petroleum and / or any of its products, explosives (Black powder, blasting caps or radioactive material, isotopes, detonators, loaded bombs, dynamites, TNT, arms and ammunition), motor blocks, turnings, pitch in bulk, acids, sulphur or sulphate, nuclear products, asphalt, nuclear war material, all other injurious/ dangerous inflammable cargoes, livestock, carbide, copra, wet limes, naphtha, fishmeal, petcoke, copper concentrates, expellers and leads. Also, the vessel not to be engaged in any scraps trading.

49.0 Taxes, levies, charges, duties in respect of cargo in the loading and discharging port shall be the liability of the Charterers.

All other taxes, levies, duties, royalties etc (including income tax, sales tax & customs duty) in respect of the vessel, it's accessories, goods, charter hire etc. shall be liability of the owners.

The Owners of the vessel shall indemnify and keep indemnified the Charterers on account of / against any loss, expenditures, penalties, claims, demands, etc. in default or non-compliance of any statutory obligation or liability by the Owners in this regard. The Charterers shall be entitled to deduct from any payments to be made to the Owners, towards such payment or liability, as per statutory requirements or otherwise, including and not limiting to Income Tax deducted at source. However, any document of proof/ payment/exemption shall be subject to the satisfaction of the Government / Tax Authorities or Statutory Bodies. Any variation in the rates of taxes and duties specified in the Price Bid shall be taken into account, if concerned Statutory Authorities notify changes in respect of such taxes and duties during the charter period.

50.0 Notwithstanding anything to the contrary contained therein it is expressly agreed that the Owners only to be responsible for delay in delivery of vessel or for delay during the currency of the charter and for loss or damage to goods on board or short loading or excess bunker consumption, if these have been caused by want of due diligence on the part of the Owners or their Manager in making personal act or omission or default of the Owners or their Manager. In the event of stoppages/ strikes/ restraints by the ship's personnel, time thus lost to be for Owners account.

Owners not to be liable for loss or damage arising out of or resulting from shore labour strikes, lockouts or stoppages or restraints.

51.0 Charterers have the option to lighten and top off the vessel if required. Top-off/

lightening vessel to be equipped with suitable fenders. If in the process any damage is caused to the vessel, Charterers to be responsible for repairs at their time and cost subject to compliance of the procedures stipulated in Clause 40 by the Master in the SoF. Extra insurance for double-banking operations if any, for Charterer's account. Charterers to give 48 hours notice if topping off/ lightening operation is to be carried out. Fenders on topping off/lightening the vessel to be of approved type and in sufficient number to the satisfaction of the Master of the vessel.

52.0 Charterers to have the benefit of any return insurance premium received by Owners from underwriters as and when received from underwriters by reason of vessel being in port for minimum 30 days, provided vessel is on hire.

53.0 In the event of the vessel being ordered to an area which underwriters designate as a breach of war trading warranties, Charterers agree to pay any additional premium thereby required, including crew's war bonus if any.

54.0 Extra premium on insurance of vessel, if any, for coal carried to be on Owner's account.

55.0 If the vessel is stopped at sea for any repairs or the vessel is immobilized all such stoppages and period of immobilization to be treated as 'full Off-hire' including bunkers consumed and the same will be on owner's account.

56.0 Any extra war risk, over present rate and / or difficulty imposed through war bonus to be for Charterers account.

57.0 **DELIVERY / REDELIVERY:** The vessel shall be delivered to the Charterers at Arrival Pilot Station at charterers nominated load port Paradip/ Vizag at any time day and night, Sundays and Holidays included, however port closed holidays are excluded. The cost for inward pilotage and conversion into coastal status cost and times shall be borne by the owners. Charterers shall redeliver the vessel in coastal status to the Owners at berth at Tuticorin or Karaikal or Ennore at option any time day and night, Sundays and Holidays included (ATDSHINC).

58.0 a) Charterers shall have the right to retain the last 30 days of the last month's charter hire in order to adjust the approximate cost of redelivery bunkers, off-hire and other amounts due to Charterers from the Owners. The withheld final 30 days charter hire shall be settled within a period of 90 days after the completion of the charter after effecting recoveries for excess bunkers etc.

b) The Charterers shall be entitled to deduct / recover / adjust / appropriate any sum which is due or recoverable from or payable by the Owners or their agents under this Charter Party or any charter party agreement or transaction between the Charterer and the Owners, from the charter hire payments, out standings or any sum payable to the Owners. If the Owners fail to dispute any such deductions / recoveries / adjustments / appropriations or any discrepancies in account statements, etc. within 15 days from the date of intimation by the Charterers, it shall be deemed to be correct and accepted by the Owners.

59.0 Should the owners require the vessel to be temporarily withdrawn from the charter for the purpose of dry docking or annual repairs the owner should substitute the vessel with similar or higher tonnage. **In case the substitute vessel is of lower tonnage, the charter hire rate shall not exceed that based on the original cost per ton. The vessel withdrawn/ re-delivered for dry dock, repairs etc. should perform under the original charter upon her return.**

In the event that the successful owners fails to provide a substitute vessel, the charterer reserves the right to hire another vessel and the resultant difference in cost will be claimed from the owners. However, the Charterer reserves the right to extend or not to extend the C/P period by an equivalent number of days for which the vessel was withdrawn by the Owners for annual repairs, dry docking or for any other purpose In addition to the requirements of nominating the vessel, the ship owner must also ensure that the nominated vessel enters Charterer's service without a gap or enters Charterer's service 10 days before the redelivery of the performing vessel so as to avoid any disruption in the carriage of coal. For the purpose of redelivery, the redelivery point shall be at discharge berth and for the purpose of delivery, the delivery point shall be at Arrival Pilot Station (APS) at charterers nominated load port. The cost for inward pilotage and conversion into costal status cost and times shall be borne by the owners.

60.0 (a) Owner/Master to forward voyage report (log abstract) and copies of Deck and Engine Log books, on each voyage to voyage basis in order to meet Charterers requirement in settling of the charter hire failing which Charterers shall have the right to retain the amounts payable to the owner until the copies of deck and engine log books are furnished, verified and actual amount payable ascertained.



Notice for withdrawal served if any to rectify the default in payment of charter hire will be void unless the Deck and Eng log book extracts are first sent to the charterers. The owners after sending these items shall serve fresh notice for withdrawal.

b) Master to provide all information regarding weather and sea conditions experienced on the voyage. In the event, Meteorological reports are not furnished along with the deck log book / log abstract, Charterers shall be guided by the weather and sea conditions which are received from other vessels and /or the Meteorological Department operating in that area.

61.0 Master to submit at each load port, stowage plan and a copy of cargo calculation to shippers/Charterer's agent indicating maximum quantity of cargo loadable for the draught after allowing for bunkers, FW, constant and density.

62.0 Owners are to submit invoice for charter hire advance at least a week before due date and this is to be one of the conditions for hire payment. If requested by Charterers, Owners should submit the trim & stability booklet and sea trial data book and these should be available on board at all times.

63.0 If any short loading of cargo is determined, this shall be as per the survey report of Charterer's surveyor which shall be basically assessed from the quantities declared at the time of offer. Due consideration shall be given to the density of dock water, excess bunker on board, 200 MT of fresh water declared in the tender etc. Any short loading shall be determined as above stated and amounts will be recovered from the Owners to the extent of short loading and short loading calculations shall be done for each completed voyage.

64.0 At discharge ports vessel is required to give use of ship's gear for placing front end loaders on board and allow such front end loaders to work on board under the supervision of stevedores and Master.

65.0 In all cases of damages arising to cargo gear and equipment whether due to stevedores negligence or not, Owners are to take speedy measures to rectify such damages utilizing their nominated workshops or ships crew so that cargo work can be resumed. In the event stevedores at their cost rectify damages, this may be indicated without fail in the final stevedoring certificate and in the SOF of the vessel.

66.0 Vessels cargo gear and equipment can be inspected by the Inspectorate of Dock

Safety at any time and also at the time of any accident. If the cause of damage as per the findings of joint surveyor and the Dock Safety Inspectorate are totally different Owners / Charterers reserve the right to refer the matter to arbitration as per Clause 16 for an award and this shall be binding on the Owners. Vessel to possess valid cargo gear certificate at all times during the currency of the charter. Charterers have the right to inspect cargo gear certificate / operation during the currency of the charter at any point of time.

67.0 Crane control cabins to have electrical fans installed in order provide ventilation to the crane operators. If crane operators refuse to work the crane due in-operative fans inside the crane control cabins, proportionate hire shall be deducted for the time lost.

68.0 If ordered to proceed between ports at maximum speed, consistent safety, Master should comply with Charterers instruction. In that case, warranted bunker consumption at maximum safe speed will be considered while arriving at excess bunker consumption.

69.0 The vessel under this charter is intended for moving coastal thermal coal on east coast of India. Charterers to deviate from this stipulation only subject to prior consultation and with approval of the Owners, however, all and any extra expenses and time taken (including expenses for conversion and reversion) to be solely for Charterers account.

70.0 The Owner and the vessel should be in possession of valid Document of Compliance (DOC) certificate and Safety Management Certificate (SMC) respectively throughout the charter-period. If the vessel is detained by the statutory authorities due to absence of same, the vessel shall be off-hired until the owner obtains the DOC & SMC respectively.

#### 71. Ballasting / De-ballasting

(a) During the cargo operation if time is lost due to ballasting/de-ballasting operations, the time so lost shall be Owner's account.

(b) In case the port requires the vessel to maintain a specific draught as per the port regulations, this shall be executed by the vessel before its arrival at the anchorage. Any time lost shall be to Owner's account.

In both the cases time lost shall be fully off-hired and will also include

bunker consumption and berth hire if any which shall be deducted from charter hire dues.

- (c) Owners to furnish time required for ballasting / de-ballasting inclusive heavy weather ballast and normal ballast. If observed that vessel consumes more time than specified which in turn leads to ceasure of discharge / loading operations, vessel will be off hired for said period and relevant deductions in this regard like bunkers / berth hire shall be deducted from charter hire payment.

72.0 The Owner shall produce necessary proof to show the ownership of the vessel, which should concur along with the delivery certificate / Certificate of Registry of the ship issued by the Owner at the time of effecting delivery of the vessel. The Owner of the vessel shall not sell or sub-let the vessel during the period the vessel is in TANGEDCO's employment to another Charterer.

**73.0 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.

74.0 If the vessel is entering TANGEDCO charter in foreign status from another Indian port, the Owners / Master of vessel must hand-over the original ILH receipt paid at the previous Indian port to the agent at the delivery port without any payment from TANGEDCO. Also the Owners must submit a copy of invoices for last supported bunkers to the vessel at a Foreign Port.

75.0 Owners are required to submit a copy of all the grab certificates clearly indicating the cubic capacity.

76.0 Any other information required by Charterers must be furnished as and when required during execution of the charter party.

77.0 All Terms and Conditions in Section V & VI of tender specification and the technical details of offer as applicable shall form part of the charter party agreement.

## **SCHEDULE – A**

**(NOT FOR SUBMISSION)**

**PRICE BID FORMAT – TO BE AVAILABLE AS BoQ in NIC e-portal**

**TIME CHARTERING OF SELF TRIMMING SUPRAMAX GEARED VESSEL  
WITH THE LAYDAYS FROM 10<sup>th</sup> AUGUST TO 20<sup>th</sup> AUGUST 2022.**

Charter Hire Rate in INR / Day :  
(for foreign bidders USD / day  
may be converted at the exch. rate  
@ SBI TT SELLING RATE  
preceding window time to be  
specified in NIC e-portal)

Royalty Tax in Percentage :

GST In Percentage :

Total Charter Hire Rate in INR Per day with taxes:

Cost Per Ton In INR (as calculated in Schedule E):

## 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 – 600002.

**Sub: Tender Specification No. Coal(Ship) - 111 Dt. 11.07.2022 for**

Sub: Tender Specification No. Coal (Ship)- 111 Dt. 11.07.2022 for

TIME CHARTERING OF SELF TRIMMING SUPRAMAX  
GEARED BULK CARRIER M.V.....  
FOR 3 months + 3 months choption +/- 15 days choption(Tolerance)

Dear Sir,

- 1.0 With reference to our Bid for M.V..... 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 documents and the same has been taken into consideration while making our Techno- Commercial documents& Price schedule 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 documents and/ or Price Schedule, 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**

**LETTER OF AUTHORISATION TO THE AGENT IF BIDDER IS AN  
AGENT**

(This document is for BQR 7 (i) of section III)

(ON LETTER HEAD OF VESSEL OWNER)

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

Sirs,

Sub: Tender Specification No. Coal (Ship)- 111 Dt. 11.07.2022 for

TIME CHARTERING OF SELF TRIMMING SUPRAMAX  
GEARED BULK CARRIER M.V.....  
FOR 3 months + 3 months choption +/- 15 days choption.

\*\*\*\*\*

We, \_\_\_\_\_ (Name of Vessel Owner) established and reputed shipping company having Head Office at \_\_\_\_\_ (Name and address of the place) are submitting our offer to place our vessel M.V.....with you on time charter in full observance and acceptance of the conditions stipulated in the Tender. We enclose herewith proof of having remitted the required EMD.

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)- 111 Dt. 11.07.22 referred above for chartering our vessel m.v. \_\_\_\_\_ to TANGEDCO.

No company, firm, or individual other than M/s. \_\_\_\_\_ (Name of the Bidder) can conclude the contract for the aforesaid vessel in regard to this charter for coastal movement of coal against this invitation for bid by TANGEDCO.

Thanking you,  
Seal of the Shipping  
Company / Corporation

(Signature &  
date)

**SCHEDULE– D**

**PART –I**

**Particulars of Vessel Offered (TECHNICAL BID DOCUMENT)**

General		
<b>Name of Vessel</b>	m.v.....	
<b>Name of the Owners / Disponent owners Name of the Agent(if applicable)</b>		
<b>Name of the Owner/disponent Owner firm who will sign the C/P if awarded</b>		
Signal letters / Sat-C, ID. No.		
<b>Official No. / Port of Registry/ Flag</b>		
<b>Place and year of Built</b>	<b>Month</b>	<b>Year</b>
Type of vessel and classification details		
Date of last general survey		
Date of next general survey due		
The vessel is in position for delivery in lay-Days specified in the tender		
Nature and form of charges / mortgages subsisting on the vessel, if any, if so, please give details of loans /guarantee etc.		
Dimensions / hatches / Capacities		
Length overall	Mtrs	Ft.
Length between perpendiculars	Mtrs	Ft.
Breadth Extreme	Mtrs	Ft.
Depth Moulded	Mtrs	Ft.
Summer Draught	Mtrs	Ft.
Ballast Draught	Mtrs	Ft.
Light Draught	Mtrs	Ft.
Light Weight	MT	
Dead Weight Constant	MT	
Number of cargo hatches		
Grain Capacity	Cub. M	Cu .F
No.1 hatch		
No.2 hatch		
No.3 hatch		
No.4 hatch		
No.5 hatch No.6 hatch		
Total grain capacity		

Time required for closing each grab from fully opened condition on coal cargo inside the Hatch		
Size of Hatch (LXB)	Mtrs.	Ft.
No.1		
No.2		
No.3		
No.4		
No.5		
No.6		
Hatch cover (Type and make)		
Hatch cover opening / closing method		
Length between forward end of No.1 hatch and Aft end of the last hatch	Mtrs.	Ft.
Height of Hatch coaming (forward most end and aft most end) from water level at maximum ballast draught (without hatch ballast)	Mtrs.	Ft.
Height of Hatch coaming (forward most end and aft most end) from water level at maximum ballast draught (with hatch ballast)	Mtrs.	Ft.
Whether the hatches and main decks have any fittings or projections which may obstruct working of Bulldozers / Front end loaders inside the hatches or on the main decks		
<b>Tonnage / deadweight</b>		
<b>Gross Registered Tonnage</b>		
<b>Net Registered Tonnage</b>		
<b>Deadweight at Summer &amp; Tropical draught</b>		
T.P.C & F.W.A		
Quantity of coal loadable at the following draughts after taking into account LSFO 250 mt, HFHSD 60 mt, FW 200 mt & declared Constant:-		
1) 8.23 mtrs draught SW- .....	mt	FreeBoard..... mtrs
2) 11.00 mtrs draught SW- .....	mt	-do-
3) 12.50 mtrs draught SW-- .....	mt	-do-
4) 12.80 mtrs draught SW- .....	mt	-do-
5) 13.00 mtrs draught SW -----	mt	-do-
6) 14.00 mtrs draught SW -----	mt	-do-
7) .....mtrs summer draught SW.....	mt	-do-
8) ..... mtrs tropical draught SW-.....	mt	-do-
Quantity of unpumpable bunkers out of ROB LSFO 250 mt & HFHSD 60 mt – FO.....mt & HFHSD.....mt.		
<b>Cargo gear</b>		
<b>Number of Deck cranes</b>		
SWL of each Crane		
a. For grab operation		
b. For hook operation		



Make of Cranes		
Type of Cranes		
Whether the cranes situated on the centre line of the vessel		
Length of crane-jib	Mtrs	
Angle of the jib at minimum and maximum safe working Outreach	.....Mtrs .....degrees	
Maximum safe working Outreach from the shipside		
<b>Minimum safe working Outreach from the shipside</b>	..... Mtrs.	
Maximum hoisting height reckoned from deck level at max. safe working outreach with grab connected in closed position		
Height of crane column i.e. from the Main deck to the heel of the jib	Mtrs.	
Distance of the centre of foremost crane from aft end of the Vessel		
Crane speed at maximum grab capacity with coal (Density 1.0 Per cu.m)	Hoisting Luffing	Slewing
No. of grab buckets		
Make and Type of Grab bucket		
Whether the grabs are mechanically or hydraulically operated		
<b>Capacity of grab in Cub. Mtrs</b>		
Weight of Grab		
Height of Grab in open / closed condition	Mtrs.	
Length / Breadth of grab in open / closed position		
Is grab opening in line with the Jib or perpendicular to the jib		
Can the extent of grab opening be controlled by the Operator		
<b>Propulsion</b>		
Main Engine : Make / Type		
Main Engine : Service output / RPM		
Main Engine: Specific Fuel Consumption at Service output		
<b>Daily LSFO / HFHSD consumption while steaming at service output at economical speed ..... knots</b>		
<b>Daily LSFO / HFHSD consumption while steaming at maximum safespeedof .....knots</b>		
<b>Daily LSFO / HFHSD consumption while in port nocargo work _____</b>		
<b>Daily LSFO / HFHSD consumption while in port working</b>		
<b>Fuel consumption for maneuvering in port to &amp; fro (if no anchorage period envisaged)</b>	<b>LSFO</b>	<b>HFHSD</b>
a. Sandheads toHaldia		
b. Paradip fairway buoy toParadip		
c. Vizag fairway buoy toVizag		
d. Ennore fairway buoy toEnnore		
e) Tuticorin fairway buoy toTuticorin		
f. Karaikal fairway buoy toKaraikal		
Freshwater capacity-----tons with a daily consumption of approximately ----- tons		

Make, type and Number of Generator Engines and HP of each	
Maximum power requirement in port with all cargo gear working	
Whether vessel has fresh water generator, if so daily output capacity	
Time required for ballasting / de-ballasting a. Including heavy weather ballast b. Excluding heavy weather ballast c. Including normal weather ballast d. Excluding normal weather ballast	Hrs
Vessel last dry-docked From..... To.....at..... <hr/> Vessel due for next dry-docking ...../...../20..	
Are there any conditions of class on the vessel at the time of offering the Tender. Please specify	
Which are the conditions out of above will be credited before vessels entry into our time charter	
Will the balance pending conditions, be credited during the charter period without requesting for withdrawal of vessel Date of Quadrennial Inspection of Cargo gear	
Date of Annual Inspection of Cargo gear  <b>Minimum time required for one complete cycle of the crane grabbing the coal from the hatch at a height of 3 meters above the hatch tank top, discharging the same on the shore and returning back to the hatch at 3 Mtrs. above tank top</b>	
<b>Guaranteed Average discharge rate per day</b>	

NOTE: PLEASE NOTE THAT THE APPLICABLE VALUES ENTERED IN THIS TECHNICAL DOCUMENTS PART I & II SHOULD ONLY BE TRANSFERRED TO THE EXCEL SHEET SCHEDULE – E IN THE NIC PORTAL FOR CALCULATING THE COST PER TON IN THE E-PRICE SCHEDULE. SCHEDULE-E IS ONLY FOR CALCULATION PURPOSE.

IF THERE IS ANY DISCREPANCY BETWEEN THE CHARTER HIRE RATE/DAY OFFERED IN THE PRICE SCHEDULE AND THE CORRESPONDING COST/TON ARRIVED USING BUNKER & OTHER PARAMETERS DECLARED IN THE TECHNICAL DOCUMENTS WHEN COMPARED TO THE COST/TON CONVERTED & QUOTED BY THE BIDDER IN THE E-PRICE SCHEDULE, ERRORS WILL BE CORRECTED TO THE ADVANTAGE OF TANGEDCO.

SIGNATURE & SEAL OF THE SHIPPING COMPANY/CORPORATION

## TECHNICAL BID

### PARTICULARS OF THE VESSEL (TECHNICAL BID DOCUMENT) SCHEDULE D PART II

#### LAYDAYS ...

VESSEL NAME			MONTH & YEAR  OF BUILT MONTHYEAR		OWNERS NAME		GRT/NRT/ DWT	LOA/ BEAM MTRS	NO.OF HOLDS/ HATCH ES	NO.OF CRANES SWL	NO.OF GRABS/ CBM/ PA Y LOAD CAP	CYCLE TIME
CARGO LOADABLE AT (IN MT)								MAXIMUM OUT- REACH OF CRANE FROM SHIPSIDE AT SW ANGLE	VALIDI T Y OF OFFER	LAST DRY- DOCKIN G DONE ON	DUE FOR NEXT DRY- DOCK ING ON	
8.23 mtr	11.00 mtr	12.50 Mtr	12.80 Mtr	13..00 mtr	14.00 mtr	Summer draught----- mtr	Tropical draught mtr					

#### BUNKER CONSUMPTION

On Economical speed at---_knots/ Consumption				INPORTIDLING				IN PORTCRANE WORKING	
LSFO /day		HFHSD/day		LSFO /day		HFHSD/day		LSFO /day	HFHSD/day

a) ballast

b) Laden

On higher economical speed at -----  
knots/consumption

a) ballast

b) Laden

#### HARBOUR STEAMING CONSUMPTION (IF NO ANCHORAGE PERIOD ENVISAGED)

TO AND FRO SANDHEADS TO  HALDIA		TO AND FRO PDP FAIRWAYBUOY TO  PDP		TO ANDFROVIZ FAIRWAYBUOY TO VIZ		TOANDFROENNORE FAIRWAY BUOYTO  ENNORE		TO AND FRO TTN FAIRWAY BUOY TO TTN	
LSFO	HFHSD	LSFO	HFHSD	LSFO	HFHSD	LSFO	HFHSD	LSFO	HFHSD

SIGNATURE & SEAL OF THE SHIPPING COMPANY /CORPORATION

**SCHEDULE E – SAMPLE WORKING SHEET FOR COST/TON**

**WORK SHEET SAMPLE FOR ARRIVING AT COST PER TON FROM THE QUOTED RATE PER DAY**

<b>Name of the Ship</b>	<b>M.V.XYZ</b>	Age of the vessel	6	<b>Loadable Qty</b>	Meters	MT
		should not be less than		Summer draft	12.8	55605
<b>Owner</b>		2.5	2.5	Tropical draft	13.067	57170
GRT	33044	CYCLETIME		Avg. of (Sum x7+ trop x5)	56257	
		No. of cranes	4	<b>NO. OF DAYS FOR LOADING (FULL LOAD)</b>	HALDIA	PARADIP
DWT	56781	Grab capacity in CBM	12		2	1.5
Charter Hire in Rs.	700000	Discharge rate per day	16000	<b>TOPPING UP</b>	NA	0.75
without GST & Royalty if applicable		(If vessel is aged more than 5 yrs old; disch.rate = cycles/hrx no.of cranesx CBMx21x70%)				
		(If vessel is aged less than 5 yrs old; disch.rate = cycles/hrx no.of cranesx CBMx21x75%)				

<b>Economic Speed</b>	<b>12</b>	knots
<b>Bunker Consumption</b>	FO (IN MT)	HFHSD. (INMT)
Laden	26.50	0.20
Ballast	25.00	0.20
<b>Maximum Safe Speed</b>		knots
<b>Bunker Consumption</b>	FO (IN MT)	HFHSD.
Laden	30.00	0.20
Ballast	28.00	0.20
<b>Bunker consumption in PORT</b>		
Idle condition	3.50	0.20
Working condition	5.50	0.20
<b>Harbour Steaming consumption (if no anchorage period)</b>		
Haladia	12.5	0
Vizag	1.00	0.00
Tuticorin	1.20	0.00

<b>BUNKER RATES</b>	FO	HFHSD
	Rs.	
TTN (IOCL PUBLISHED RATE WITH TAXES)	40296	83575

Sea Steaming Days			
Voyage	Knots (Nautical miles)	Speed (Nautical Miles /hr)	No. of days
hal o/a to vzg o/a	325	12	1.128
vzg o/a to ttn o/a	1028	12	3.569
TTN O/A TO HAL O/A	1295	12	4.497

BUNKER AT ECONOMICAL SPEED (VIZAG-TTN+ PDP-TTN)			
Sea Steaming	4.497	112.413	0.899
Pre-Berthing delay	0.500	14.250	0.100
Loading	2.000	11.000	0.400
Sea Steaming	1.128	29.905	0.226
Pre-Berthing delay	0.500	2.750	0.100
loading	2.000	11.000	0.400
Sea Steaming	3.569	94.590	0.714
Pre-Berthing delay	0.500	2.950	0.100
Discharge	3.516	19.338	0.703
<b>TOTAL</b>	<b>18.211</b>	<b>298.196</b>	<b>3.642</b>
HO	40295.78	298.20	12016055
HFHSD	83575.23	3.642	304390
<b>Total</b>			<b>12320445</b>

Calculation of Port Charges			
Particulars	HALDIA	VIZAG	TTN (C J 2)
Hours	48	48	84
Port Dues	317222	315570	238908
Pilotage	511794	507610.88	383640.84
Berth hire	95960	129744	499967.04
Addl. Surcharge			
GST @18.00%	166496	171527	202053
<b>TOTAL</b>	<b>1091472</b>	<b>1124452</b>	<b>1324569</b>
<b>Total Port Charges</b>		<b>3540493</b>	

<b>PILOTAGE</b>	GRT	VIZAG	HALDIA
	30000.00	33044	473370
	3044.00	38110.88	38424.412
		<b>507610.88</b>	<b>511794.4</b>

<b>Name of the Vessel</b>	<b>M.V.XYZ</b>	
<b>Year of Built</b>	<b>AUG 2010</b>	
<b>Basic Charter Hire Quoted (usd)</b>		
<b>Charter Hire incl. Roy T (usd)</b>	<b>700000</b>	
<b>Charter Hire incl. Roy T &amp; gst (INR)</b>	<b>735000</b>	
Voyage		HAL-VZG-TTN
Voyage Duration	Days	18.21
Charter Hire per day	Rs.	735000
Withholding Tax		
Total Charter Hire p.d	Rs.	735000
Total Charter hire for voyage	Rs.	13384726
Port Charges	Rs.	3540493
Bunkers	Rs.	12320445
Total Expenses	Rs.	29245664
Cargo Carried	MT	56257
<b>Cost per tonne</b>	Rs.	520

**Annexure B - BACK WORKING COST/TON TO CHARTER HIRE RATE/DAY**

<b>Cost per Tonne</b>	<b>520 RS./MT</b>	<b>INR</b>
<b>Port charges</b>		3540493
<b>Bunkers</b>		12320445
<b>Cargo carried in MT</b>	56257	
<b>Total expenses</b>		29245664
<b>Charter charges for 18 days</b>		13384726
<b>Charter hire per day with GST</b>		735000 /day
<b>Charter hire per day without GST</b>		<b>700000 /day</b>

**SCHEDU LE – F**  
**(LIST OF VESSEL'S CERTIFICATES)**

- a. Grab certificates, Cargo gear performance survey report. The Survey shall not be done earlier than 6 months prior to the date of submission of tender. The survey shall be conducted by a reputed survey firm accredited by a Govt. of India body or by internationally accredited surveyors.
- b. Copy of deadweight cum displacement for draughts upto 13.5 mtrs SW onwards as per trim stability booklet certified by Class / DG Shipping.
- c. General arrangement plan.
- d. Speed trial data book,etc.
- e. P&I Club policy.

Additional List of Certificates to be submitted by the Tenderer (As applicable)

Sl.No	TYPE OF CERTIFICATE	VALID UPTO
1	Certificate of Registry	
2	International Tonnage Certificate	
3	International Load Line Certificate	
4	Cargo Ship Safety Construction Certificate	
5	Cargo Ship Safety Equipment Certificate	
6	Cargo Ship Safety Radio Certificate	
7	International Oil Pollution Prevention Certificate	
8	Ship Station License	
9	Deratting Certificate	
10	Vessel Certificate of Financial Responsibility	
11	Safety Management Certificate	
12	Certificate of Classification	
13	Document of Compliance	
14	IMO Crew List (latest)	
15	Safe Manning Certificate	
16	Registration Certificate from the special Commissioner and Commissioner of commercial Tax, Chennai – 600 005.	
17	Income Tax Certificate for payment of Income tax to the Indian or Foreign country where the ship owners is operating from	
18	Certificate of exemption from the ship owner in case of double taxation avoid agreement	

The above statutory certificates are valid as on date of tender opening and it is hereby undertaken that the validity will be extended as applicable covering the entire charter period including choption period. i.e. 3 months +3 months choption +/- 15 days choption(Tolerance) as required.for

Place:

Date:

(Sd. )

(Name)

(Designation)Seal of the Shipping  
Company / Corporation.

## **SCHEDULE – G**

### **UNDERTAKING FOR LOADING AND DISCHARGING RATES (This document is for BQR 7(ii) of Section III)**

Date:

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

Sub: Tender Specification No. Coal (Ship)- 111 Dt. 11.07.2022 for  
TIME CHARTERING OF SELF TRIMMING SUPRAMAX  
GEARED BULK CARRIER M.V.....  
FOR 3 months + 3 months choption +/- 15 days choption

\*\*\*

This is to certify that m.v.-----owned by M/s----- is capable of loading thermal coal from the coal berths through shore handling facilities located at the load port Paradip and Vizag at the specified loading rates or manually through ship's grabs/gears if required. and unload coal through shore unloading facilities into the shore hoppers installed at Ennore, Karaikal and at NCB I/ Tuticorin at the rates mentioned in the tender

It is also certified that the cargo gear on board are capable of discharging the full cargo at the maximum permissible draught (to which it has been loaded) into the center of the shore hopper installed at Tuticorin / coal berths CJ II. The declared discharge rate in the bid will be maintained.

In the event the vessel after berthing at the ports is found incapable of discharging the cargo with its own gear or due to technical deficiencies, Owners will bear all the cost, consequences and expenses as decided by M/s. TANGEDCO for the mis-description and for the diversion of the vessel to other ports where the Charterers will make arrangements for receiving the cargo, depending upon the suitability of ship's cranes.

Thanking you,

Yours faithfully,

for  
(Sd.....)

Place: (Name)

Date: (Designation)

Seal of the Shipping Company / Corporation.

## SCHEDULE – H

### VESSEL'S EXPERIENCE

**(This document and the related documentary proofs are for BQR 7 (iii) of section III)**

Sub: Tender Specification No. Coal (Ship)- 111 Dt. 11.07.2022 for

TIME CHARTERING OF SELF TRIMMING SUPRAMAX

GEARED BULK CARRIER M.V.....

FOR 3 months + 3 months choption +/- 15 days choption(Tolerance)

\*\*\*

Tenderers shall list below the experience of the offered vessel m.v \_\_\_\_\_ to evidence BQR 7 iii (Section III) according to the year of built of the vessel. In case of newly built vessel which has not performed any voyage, the performance shall be considered based on the technical specification guaranteed by the ship builder:

SI No.	Financial Year (1 <sup>st</sup> April to 31 <sup>st</sup> March)	Voyage details (load port and discharge port)	Cargo carried	Proof attached (whether Bill of Lading or Mates receipt)	Remarks
1	2019-20				
2	2020-21				
3	2021-22				

COMPANYSEAL:

SIGNATURE:  
DESIGNATION:  
COMPANY :

PLACE :  
DATE:

## SCHEDULE – I

### PROCESS COMPLIANCE STATEMENT (on Company's letterhead)

#### TANGEDCO TENDER SPECIFICATION NO.COAL(SHIP)- 111 DATED 11.07.2022

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 auction 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 and e-Reverse auction events 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 lots or 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/E-Reverse Auction.
10. Bids cannot be increased. Subsequent bids from the same supplier need to be lower by at least the minimum bid decrement from the lowest bid in E-Reverse Auction.
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 and e-Reverse Auction 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 and e-Reverse Auction events.

14. Validity: The bidders should keep their bids valid till completion of laydays from the date of 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.

Bidder's Organization

Name

Designation

Signature & stamp /seal

Date & Place

## **SCHEDULE – J**

### **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 thee-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 the terms of 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	:	SIGNATURE OF THE OWNER/DISPONENT OWNER OF THE OFFERED VESSEL:
DATE	:	DESIGNATION:
		SEAL:

**SCHEDULE – K**  
**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 -L**

### **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)-111 dated 11.07.2022 M/s.....(\*\*\*)...[*Vessel Owner/Disponent Owner Name*].....having its Registered/Head Office at ..... (here-in-after called the 'Vessel owner/disponent owner') wish to participate in the said tender Coal(Ship)- 111 dated 11.07.2022 for offering the vessel m.v..... under time charter.

AND WHEREAS in accordance with the terms of the Tender Document No. Coal(Ship)-111 dated 11.07.2022, the vessel owner/disponent owner 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 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 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)- 111 dated 11.07.2022.

#### **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)- 111 dated 11.07.2022, 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)- 111 dated 11.07.2022.

This Bank Guarantee is valid till .....

The expressions "Bank" "Charterer" and "Vessel owner/disponent owner" 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)

## **ANNEXURE (A)**

### **PORT PARTICULARS:**

1. Hadia Port  
Air draft (from water level to hatch coaming) – restriction at berth no.4 (hdc) is as follows:-
    - i) for vessels with forward and aft opening hatch covers - around 13.0m
    - ii) for vessels with side rolling hatch covers - around 12.5m
  2. Vizag port:  
Maximum permissible LOA – 210mtrs and BEAM 32.26 mtrs
  3. Ennore port & hopper particulars
    - (i) Maximum permissible draught - 13.50 M
    - (ii) Depth alongside berth - 15 Mcd
    - (iii) Floor level of the jetty - + 5 m (5 m above the chart datum)
    - (iv) Different levels of Tides at Ennore Port are:  
(Levels indicated below are above chart datum)

Mean lower low water springs	- + 0.09 m
Mean low water springs	- + 0.14 m
Mean low water neaps	- + 0.43 m
Mean sea level	- + 0.65 m
Mean high water neaps	- + 0.84 m
Mean high water springs	- + 1.15 m
  - v. Hoppers
    - a. Height of hopper from jetty level - 7 m (upto the top level of hopper)
    - b. Distance from the jetty end (from the sea-ward face of fender) to centre of hopper - 8.22 mtrs
    - c. The minimum jib length at minimum safe angle for continuous cargo discharge with respect to the horizontal i.e. from the ship's side to the centre of the hopper - 9.50 mtrs
  - vi. Minimum hatch size requirement for gantry discharge at CB-I - 11.0mtrs x 11.0mtrs
  4. Tuticorin Port & hopper particulars
    - i. Maximum permissible hopper from jetty level - 12.80mtrs
    - ii. Hopper:
      - a. Height of temporary hopper from jetty level - 10.69mtrs
      - b. Distance from jetty end (from face of fender to centre of hopper) - 7.25mtrs
      - c. Distance from edge of the wharf to centre of hopper - 6.25mtrs
      - d. The minimum jib length at minimum safe angle  
For continuous - 9.50 M for 11.00 M draught  
Cargo discharge with respect to the horizontal i.e. from the and a corresponding Higher Outreach for higher draught  
(Also refer cl.12 pageno.12)
- (please refer port websites for latest details)**

## ANNEXURE – B

**MODEL C/P. FORM  
WITH ADDITIONAL  
CLAUSES**

**TIME CHARTER  
GOVERNMENT FORM**

Approved by the New York Produce Exchange  
November 6<sup>th</sup>, 1913-Amended October 20<sup>th</sup>, 1921; August 6<sup>th</sup>, 1931; October 3<sup>rd</sup>, 1946

1. This Charter Party, made and concluded, in the City of Chennai the .....day of.....20.....
2. Between.....
3. Owners of good .....Motor ship .....of built.....
4. of .....tons gross register, and ..... tons net register, having engines of..... indicated
5. horsepower and with hull, machinery and equipment in a thoroughly efficient state, and classed (More fully described
6. in clause 52) at .....of .....cubic feet grain capacity,
7. and .....tons .....deadweight capacity (cargo and bunkers, including fresh water and stores) on a draught of
8. ....feet.....inches on..... Summer freeboard, inclusive of permanent bunkers, which are of the
9. Capacity of ..... tons of fuel, and capable of steaming, fully laden, under good
10. weather conditions at .....knots on a consumption of ..... tons of best grade LSFO-best grade HFHSD, (refer
11. clauses 29 & 52).
12. Now.....
13. ....and TANGEDCO LIMITED charterers of the City of CHENNAI
14. Witnesseth, That the said Owners agree to let, and the said charterers agree to hire the said vessel, from the time of
15. delivery, for a period of 3 months + 3 months +/-15 days CHOPTION (Tolerance) within below mentioned trading limits.
16. Vessel to be placed at the disposal of the charterers, at APS Paradip or Vizag at
17. Choption any time day or night closed holiday in port excluded ( see clauses 20, 46 & 57 of Section VI of tender specification).
18. in such dock or at such wharf or place (where she may safely lie, always afloat, at all times of tide, except as otherwise
19. provided in clause no. 6) as the charterers may direct. If such dock, wharf or place be not available time to count as
20. provided for in clause no. 5. Vessel on her delivery to be ready to receive cargo with clean-swept holds and tight,
21. staunch, strong and in every way fitted for the service, having water ballast, cranes and donkey boiler with sufficient
22. steam power to run or if not equipped with donkey boiler, then other power sufficient to run all the cranes at one and
23. the same time (and with full complement of officers, seamen, engineers and firemen for a vessel of her tonnage), to be
24. employed, in carrying lawful merchandise always trading within institute warranty limits between Indian Coast only
25. as the charterers or their Agents shall direct, on the following conditions:
26. **1.** That the Owners shall provide and pay for all provisions, wages and consular Shipping and discharging fees of the Crew;
27. shall pay for the insurance of the vessel, also for all the cabin, deck, engine-room and other necessary stores, including
28. boiler water and maintain her class and keep the vessel in a thoroughly efficient state in hull, machinery and equipment for
29. and during the service with classification and statutory certificates necessary to comply with current requirements at ports
30. of call during the service.
31. **2.** That the charterers whilst on hire shall provide and pay for all the fuel except as otherwise agreed, Port charges,
32. Pilotages, charterer's agencies fees, commissions. Consular charges (except those pertaining to the Crew) and all other
33. usual expenses except those before stated, but when the vessel puts into a port for causes for which vessel is
34. responsible, then all such charges incurred shall be paid by the owners. Fumigations ordered because of illness of the
35. crew to be for Owners account. Fumigations ordered because of cargoes carried or ports visited while vessel is employed

36. under this charter to be for charterers account. Charterers are to provide necessary dunnage and shifting boards, also
37. any extra fittings requisite for a special trade or unusual cargo, but Owners to allow them the use of any dunnage and
38. shifting boards already aboard vessel.
39. **3.** That the charterers, at the port of delivery and the Owners at the port of re-delivery, shall take over and pay for all
40. fuel remaining on board the vessel ( see clause 20 of Section VI of tender specification).
41. **4.** That the charterers shall pay for the use and hire of the said vessel at the rate of Rs./USD.....
42. (Rupees /US Dollars..... only)
43. per running day of 24 hrs per calendar month including overtime commencing on and from the day of her delivery, as
44. aforesaid, and at and after the same rate for any part of a month, hire to continue until the hour of the day of her re-delivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless lost) at a safe berth at
45. Tuticorin / Karaikal / Ennore in choption as per Clauses 20,46 & 57 of Section VI of tender specification unless otherwise mutually agreed, charterers are to give
46. Owners **15** days approximate notice, **5** days approximate notice and **2** days definite notice of vessel's expected date of re-delivery and probable port.
47. **5.** Payment of said hire to be made at.....(place) in Indian Rupees / US Dollars to the credit of the owners with the
48. name of bank and A/c. no. in India/ Foreign currency for 30 days advance, and for the last half month or part of the same
49. the approximate amount of hire as per clause 58 and should same not cover the actual time hire is to be paid for the balance
50. day by day, as it becomes due, if so required by Owners, unless bank guarantee or deposit is made by the charterers,
51. otherwise failing the punctual and regular payment of the hire, or bank guarantee, or any breach of this Charter party,
52. the Owners shall be at liberty to withdraw the vessel from the service of the charterers, subject to compliance of Section VI clauses -11, 26, vessel description Schedule D of tender specification,
53. without prejudice to any claim
54. they ( the Owners ) may, otherwise have on the charterers. Time to count from 10 a.m. (IST) on the working day
55. following that on which written notice of withdrawal has been given to charterers or their Agents before 4 P.M., but if
56. required by charterers, they to have the privilege of using vessel at once, such time used to count as hire
57. cash for vessel's ordinary disbursements at any port may be advanced as required by the captain, by the charterers or
58. their Agents, subject to 2 ½ % commission and such advances shall be deducted from the hire. The charterers, however,
59. shall in no way be responsible for the application of such advances.
60. **6.** That the cargo or cargoes be laden and/or discharged in any dock or at any wharf or place that charterers or
61. their Agents may direct, provided the vessel can safely lie always afloat at any time of tide, except at such places whereit
62. is customary for similar size vessels to safely lie aground.
63. **7.** That the whole reach of the vessel's holds, decks and usual places of loading ( not more than she can reasonably stow
64. and carry ), also accommodations for supercargo, if carried, shall be at the charterers' disposal, reserving only proper and
65. sufficient space for Ship's officers, crew, tackle, apparel, furniture, provisions, stores and fuel.
66. **8.** That the captain shall prosecute his voyages with the utmost despatch, and shall render all customary assistance
67. with ship's crew and boats. The captain ( although appointed by the Owners ), shall be under the orders and direction
68. of the charterers as regards employment and agency; and charterers are to load, stow, trim, tally and discharge the cargo at
69. their expense under the supervision of the captain, who is sign Mates receipt for cargo as presented, in conformity with
70. charterers appointed survey report without prejudice to this C/P. Charterers indemnifying owners against all consequences
71. by Master signing the Bills of lading.
72. **9.** That if the charterers shall have reason to be dissatisfied with the conduct of the captain, officers, or engineers,the
73. owners shall on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the
74. appointments.



75. **10.** That the Charterers shall have permission to appoint a Supercargo, who shall accompany the vessel and see that  
79. voyages are prosecuted with the utmost despatch. He is to be furnished with free accommodation, and same fare as provided for  
captains table, charterers paying at the rate of Rs.30/-or USD..... per day. Owners to victual pilots  
80. and customs officers, when authorized by charterers or their agents, charterers paying at the rate of Rs.15/- or USD.....  
81. per meal, for all such victualling.

82. **11.** That the charterers shall furnish the captain from time to time with all requisite instructions and sailing  
83. directions, in writing, and the captain shall keep a full and correct log of the voyage or voyages, which are to be  
84. patent to the charterers or their agents, and furnish the charterers, their agents or supercargo, when required, with a  
85. true copy of daily logs, showing the course of the vessel and distance run and the consumption of fuel.

86. **12.** That the captain shall use diligence in caring for the ventilation of the cargo.

87. **13.** That if required by charterers, time not to commence before.....(date)... ..... (time) of delivery and  
88. should vessel not have been delivered before the last day of the required lay days, charterers or their agents to have the  
89. option of canceling this charter. [Also see clause 11 (a) & (b) section VI of tender specification].

90. **14.** That in the event of the loss of time from deficiency, negligence and default of men or stores, fire, breakdown or  
91. damages to hull, machinery or equipment grounding, detention by average accidents to ship or cargo, dry docking for the  
92. purpose of examination or painting bottom, or by any other cause preventing the full working of the vessel, the payment of  
93. hire shall cease for the time there by lost; and if upon the voyage the speed be reduced by defect in or breakdown of any  
94. part of her hull, machinery or equipment, the time lost until the vessel has returned to the same or equivalent position(refer  
95. also to clauses 11,23,35,36,37,71 Section VI of tender specification) and the cost of any extra fuel consumed in consequence  
thereof, and all extra expenses  
96. shall be deducted from the hire.

97. **15.** That should the vessel be lost, unable to perform due to breakdown or withdrawn or terminated due to Owner's fault  
98. money paid in advance and not earned (reckoning from the date of loss or being last heard of ) shall be returned to the  
99. charterers at once. The act of God, enemies, fire, restraint of Princes, Rulers and People, and all dangers and accidents of  
100. the Seas, Rivers, Machinery, Boilers and Steam Navigation, and errors of Navigation through out this Charter Party, always  
101. mutually excepted. The vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels  
102. in distress, and to deviate for the purpose of saving life and property.

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

108. **17.** That the Owners shall have a lien upon all cargoes, and all sub-freights for any amounts due under this charter,  
109. including General Average contributions, and the charterers to have a lien on ship for all monies paid in advance and not  
110. earned, and any, overpaid hire or excess deposit to be returned at once. Charterers will not suffer, nor permit to be  
111. continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest  
112. of the owners in the vessel.

113. **18.** That all derelicts and salvage shall be for owners' and charterers' equal benefit after deducting owners' and charterers'  
114. expenses and crew's proportion. General average shall be adjusted, stated and settled in India according to Rules 1 to 15  
115. inclusive 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1974 and any amendments there to provisions as to  
116. general average in accordance with the above are to be included in all bills of lading issued hereunder.

117. **19.** Fuel used by the vessel while off hire, also for cooking, condensing water, or for grates and stoves to be agreed to as  
**118.** to quantity, and the cost of replacing same, to be borne by the Owners and the Charterers entitled to deduct from Charter hire or from any sum  
payable to Owners

119. **20.** Owners shall maintain the gear of the ship as fitted as providing gear as described in Schedule D of tender document also  
120. providing ropes, falls, slings and blocks as on Board. If vessel is fitted with cranes capable of handling heavier lifts  
121. Owners are to provide necessary gear for same, otherwise equipment and gear for heavier lifts shall be for  
122. Charterers' account. Owners also to provide on the vessel lights for night work, and vessel to give use of electric light  
123. when so fitted. The Charterers to have the use of any gear on board the vessel.

124. **21.** Vessel to work night and day, if required by Charterers, and all cargo gear and equipments to be at Charterers disposal  
125. during loading and discharging, in the event of a disabled crane or cranes or insufficient power to operate cranes, Owners  
126. to pay for shore crane or generator, in lieu thereof and pay any loss of time occasioned thereby.

127. **22.** It is also mutually agreed that this Charter is subject to Paramount clause, Both to Blame clause and New Jason clause  
128. as reflected in the Bill of lading as under:-

129. **(a)** All terms and conditions, liberties and exceptions of the Charter party, dated as per the B/L, are herewith incorporated,  
130. including Arbitration Clause. The carrier in no case be responsible for loss of or damage to cargo arisen prior to loading  
131. and after discharging.

132. **(b) Paramount Clause:-**  
133. The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of lading,  
134. dated Brussels, the 25<sup>th</sup> August, 1924, as enacted in the country of shipment shall apply to the contract. When no such  
135. enactment is in force in the country of shipments, the corresponding legislation of the country of destination shall apply,  
136. but in respect of shipments to which no such enactments are compulsorily applicable, the said Convention shall apply.

8. **(c)** In trades where the International Brussels Convention 1924, as amended by the Protocol signed at Brussels on February  
139. 23<sup>rd</sup> 1968 – The Hague – Visby Rules applies compulsorily, the provisions of the respective legislation shall prevail. The  
140. carrier takes all reservations possible under such applicable legislation, relating to the period before loading and after  
141. discharging and while the goods are in the charge of another Carrier and to deck cargo and live animals.

142. **(d)** The Provisions of any Legislation relating to the carriage of goods by Sea incorporating the rules relating to Bills of  
143. Lading contained in the said International Convention and Compulsorily applicable to the contract of carriage herein  
144. contained shall be deemed to be incorporated herein but nothing herein contained shall be deemed a surrender by the carrier  
145. of any of its rights or immunities or an increase of any of its responsibilities there under. If any term of this Bill of Lading  
146. be repugnant to any extent to any legislation by this clause incorporated, such term shall be void to that extent, but no  
147. further, nothing in this Bill of Lading shall operate to limit or deprive the carrier of any statutory protection or exemption  
148. from, or limitation of liability.

149. **(e)** General Average shall be adjusted, stated and settled according to York–Antwerp Rules, 1974.  
150. Cargo contribution to General Average shall be paid to the Owners even when such average is the result, of a fault,  
151. neglect or error of the Master, Pilot or Crew, The Charterers, Shippers and consignees expressly renounce the Netherlands  
152. Code. Art, 700, and the Belgium / Commercial Code, Part II, Art 148.

153. **(f) New Jason Clause,**  
154. In the event of accident, danger damage, or disaster before or after the commencement of the voyage, resulting from any  
155. cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not  
156. responsible, by statute contract or otherwise, the goods, Shippers, Consignees or Owners of the goods shall contribute  
157. with the Carrier in the general average to the payment of any sacrifices, losses or expenses of a general average nature  
158. that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.  
159. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as of the said salving ship or ships  
160. belonged to strangers. Such deposit as the carriers or his agents may deem sufficient to cover the estimated contribution of

161. the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees or  
162. Owners of the goods to the Carrier before delivery.

**163. (g) Both-to-Blame Collision Clause,**

164. If the vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or  
165. default of the Master, Mariner, Pilot or the servants of the carrier in the navigation or in the Management of the vessel, the  
166. owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying  
167. ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the  
168. owners of said cargo, paid or payable by the other or non-carrying ship or her owners to the owners of sold cargo and  
169. set-off, recouped or recovered by the other non -carrying ship or her owners as part of their claim against the carrying or  
170. carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or  
171. objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.  
172. **23.** The vessel shall not be required to enter any ice-bound port, or any port where lights or light-ships have been  
173. or are about to be withdrawn by reason of ice, or where there is risk that in the ordinary course of things the vessel  
174. will not be able on account of ice to safely enter the port or to get out after having completed loading or discharging.  
175. **24.** Nothing herein stated is to be construed as a demise of the vessel to the Time Charterers. The owners to  
176. remain responsible for the navigation of the vessel, insurance, Crew and all other matters, same as when trading for their  
177. own account.

Clauses as attached in the Tender Specification No.94 dated 07.12.2021 and declarations made by Owners in the tender documents and in addition to all the Annexures submitted by the owners are deemed to apply and form part of the Charter Party.

NAME

NAME

**SIGNATURE  
SEAL OF THE COMPANY  
(CHARTERERS)**

**SIGNATURE  
SEAL OF THE COMPANY  
( OWNERS)**

ANNEXURE C

S. D. CIRCULAR-2/2002

OFFICE OF THE DIRECTOR-GENERAL OF SHIPPING  
MINISTRY OF SHIPPING,  
GOVERNMENT OF INDIA,  
WALCHAND HIRACHAND MARG, BALLARD ESTATE,  
MUMBAI - 400001

Dated: November 8, 2002

**GUIDELINES FOR GRANT OF LICENCE TO FOREIGN-FLAG VESSELS**

- i. Legal Provisions and Objectives:
  - 1.1 In public interest and to ensure transparency and equitable consideration for Indian shipowners, shippers, Project authorities, other public and private parties (citizens/companies/societies and PSUs and joint ventures), and above all, for the Indian consumers, the Director-General of Shipping is hereby pleased in supersession of all earlier guidelines to lay down the following guidelines for grant of licence for chartering of foreign-flag vessels for export, import, for coasting trade, implementation of projects etc.
  - 1.2 In Part XIV – of the Merchant Shipping Act, 1958 – entitled 'Control of Indian ships and ships engaged in Coasting Trade', the provisions of Section 406 deal with Indian ships and chartered ships to be licensed and provisions of Section 407 deal with licensing of ships for coasting trade in India. As laid down in these sections, the licence has to be granted by the Director-General of Shipping (hereinafter referred to as D.G. Shipping) for taking to sea from a port or place within and outside India of Indian or other ship by a citizen of India or a company or a co-operative society under Section 406. The same is true for ship other than Indian ship or a ship chartered by a citizen of India or a company or a co-operative society for engaging in the coasting trade of India under Section 407.
  - 1.3 Sub-Section (3) of Section 406 and sub-section (2) of Section 407 empower the D.G. Shipping to grant the licence subject to such conditions as may be specified by him. Consolidated guidelines had been issued by the Director-General of Shipping in this same regard vide No. SD-9/CHART(82)/97-II dated 27 March, 2000. As a result of experience gained during the last 2 1/2 years, it is felt necessary to issue the present updated and fresh guidelines.

- 1.4 It is well-known that in recent years, there has been a tremendous growth in the development of off-shore shipping industry in all its various aspects. It is necessary for the Central Government to ensure the growth and development of Indian off-shore sector, vessels, equipment etc. Consequently while considering the application for grant of licence to any foreign-flag vessel of any type to work in Indian waters anywhere in entire Exclusive Economic Zone, it will be necessary for D.G.Shipping to consider the effect on the growth and encouragement of Indian off-shore industry and vessels, irrespective of whether they are fitted with mechanical means of propulsion or not. Therefore, these Guidelines are applicable to all vessels, as defined under M.S. Act, supporting or performing any services/functions as enumerated below:-

- (i) Capital intensive assets such as Floating Storage and Offloading devices etc.
- (ii) Oil-field Support Services-rendering vessels engaged in towing, anchor-handling, dredging, off-shore drilling/production rigs, diving support, maintenance support, various types of surveys, cable laying, sea-bed mining operations, pipe-laying, lighterage, salvage marine construction, hook-up, supply and transport of passengers, goods and material, and
- (iii) Port and Terminal related support services-rendering vessels.

- 1.5 These guidelines shall be applicable to any foreign-flag vessel chartered by anyone for operation in the Indian Exclusive Economic Zone of India including its territorial waters and contiguous zone.

- 1.6 These Guidelines shall come into operation with immediate effect.

## 2. Chartering of foreign flag vessels for export/import

- 2.1 The Applicant should submit the enquiry consisting of details regarding specification of the requirement of vessel, quantity of cargo, nature of cargo, laycan, port of loading and discharge etc. to the Indian National Shipowners' Association (hereinafter referred to as INSA) and to the D.G. Shipping at least three working days prior to laycan. He should submit the application in the



appropriate format as prescribed at Annex A, B, C & D with necessary fees, at least three working days prior to commencement of the laycan.

- 2.2 INSA shall circulate the enquiry to its Member Companies who shall forward to the Applicant the offer they wish to make giving details of a suitable Indian flag vessel, Charter hire/freight etc. informing INSA that the offer has been made giving all details except the price offer and endorsing a copy of the offer made to the D. G. Shipping. The offers should be made by the INSA Members within not more than two working days after receipt of the enquiry in respect of all vessels, except Crude Carriers, Product Tankers, Chemical Carriers, Ammonia Tankers, Gas Carriers, Feeder and Container Vessels. In respect of these latter vessels, INSA Member Companies shall make their offers to the Applicant within one working day after receipt of the enquiry. INSA shall, in response to the enquiry of the Applicant, inform the D.G. Shipping of the offers made by its Member Companies and endorse a copy of the same to the Applicant Company within two working days after receipt of the enquiry in respect of all vessels except Crude Carriers, Chemical Carriers, Ammonia Tankers, Gas Carriers, Product Tankers, Feeder and Container Vessels. In respect of the latter category vessels, INSA shall in response to the enquiry of the Applicant inform the D.G. Shipping of the offers made by its Member Companies and endorse a copy of the same to the Applicant Company within one working day after receipt of the enquiry. In case no copies of offer are received by INSA from its member companies within the stipulated time, INSA shall inform the D.G. Shipping accordingly, with a copy of the same to the Applicant.

### 3. Chartering permission for Coasting Trade/Offshore Support Operation/Port-related Support Services for Spot Requirement

- 3.1 The Applicant should submit the enquiry consisting of details regarding specification of the requirement of vessel, quantity of cargo, nature of cargo, laycan, port of loading and discharge etc. to the Indian National Shipowners' Association (hereinafter referred to as INSA) and to the D.G. Shipping at least three working days prior to laycan. He should submit the application in the appropriate format as prescribed at Annex A, B, C & D with necessary fees, at least three working days prior to commencement of the laycan.
- 3.2 INSA shall circulate the enquiry to its Member Companies who shall forward to the Applicant the offers they wish to make giving details of a suitable

Indian Flag Vessel, Charter hire etc., informing INSA that the offer has been made giving the details thereof except the price offer and endorsing copies of the offer made to the D. G. Shipping. The offers should be made by the INSA Members within not more than two working days after receipt of the enquiry in respect of all vessels, INSA shall in response to the enquiry of the applicant inform D. G. Shipping the offers made by its Member companies and endorse a copy of the same to the applicant company immediately within one day in respect of all vessels.

- 3.3 The procedure specified in the Guidelines (Paragraphs 2.1 - 2.2) also applies to all applications for permission for spot requirements for coasting trade and time or voyage charter of foreign flag vessels where no tender process has been followed for coasting trade. The Applicant shall however refer the enquiry to the Indian Coastal Conference (hereinafter referred to as ICC) as well as to INSA. The ICC shall also follow the same procedure as INSA as specified earlier in Paragraphs 2.1 to 2.2. However, Paragraphs 3.1 to 3.2 shall apply to all requirements in the Offshore Support Services and/or Port/Terminal Support Services where no tender process is followed.

**4. Chartering of Vessels done through Tender Process for all types of Requirements**

- 4.1 Unless the Indian vessel becomes successful in the evaluation of the technical bid, it will not of course be eligible for any consideration and support under the provisions of Section 407 of the M.S. Act, 1958.
- 4.2 Whenever charter of vessel is undertaken through a tender process, open, closed or global tender, or any other process of tender, 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.
- 4.3 Every tender process would provide scope for Indian Citizens/Companies/Co-operative Societies having Indian flag vessels to participate in the said tender. Where the said Indian Citizens/Companies/ Co-operative Societies have failed either to participate or obtain the order, they cannot be allowed to obtain the same or part of the same work at any cost merely through the provisions found in Section 407 and Section 406 of the M.S. Act, 1958. In the said tender process, the right of first refusal will remain with the Indian vessel



owner on his showing readiness to take up the job at the lowest price indicated by the foreign flag vessels.

"Right of first refusal" is a right which accrues to a bidder in a tendering process - who offers an Indian flag vessel and whose rate though not being the lowest - to be awarded the tender, subject to his matching of the lowest rate offered by a bidder who offers a foreign-flag vessel. 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 shipping industry.

#### 4.4 Right of first refusal will be applicable to:

- (a) A vessel, which has been offered by an Indian bidder, and which remains under foreign flag on the date of the price bid opening, would be treated as a foreign-flag vessel for the purpose of bid evaluation. Accordingly, the lowest Indian-flag vessel would be granted the right of first refusal against the foreign-flag vessels including the foreign flag vessel(s) which are offered with an undertaking to convert to Indian flag prior to commencement of operations.
- (b) Above the lowest tender with a foreign-flag vessel, where there are more than one Indian tenderer offering Indian flag vessel(s), then the first right of first refusal will be given to the lowest among such Indian tenderers, and on his failure to match the lowest tender, the next higher Indian tenderer will be given the offer and so on.
- (c) The offer of any foreign flag vessel by an Indian bidder with an undertaking to convert it to Indian flag prior to commencement of operations but later than the price bid opening can be considered only when and if the Indian bidder/s offering Indian-flag vessel/s have failed to match the lowest price offered by the foreign-flag vessel. In such event the tender-awarding authority shall incorporate deterrent penalties in the award of tender to ensure that the bidder will convert the vessel to Indian flag before commencement of operations.
- (d) Similarly, an Indian bidder who offers an Indian flag vessel(s) for a particular tender will not be granted licence by D. G. Shipping to charter a foreign flag vessel(s) for the same work either at the



commencement of charter or at any time during the tenure of the charter. The Indian bidder will not be allowed to substitute the Indian flag vessel(s) with a vessel that was being constructed, contracted or flying a foreign flag at the time of bidding but was to be converted to Indian flag prior to commencement of operations, but later than the price bid opening. Nor will he be allowed to bring in another Indian-flag vessel from elsewhere hoping to replace it with a foreign-flag vessel, irrespective of whether tender process was followed or not. Such a request to grant licence for a foreign-flag vessel will not be granted by D.G. Shipping to replace an Indian-flag vessel.

- (e) In short, both in © and (d), equity will be maintained to ensure a balance between both the objectives of encouraging the existing Indian-flag vessels on the one hand, and of encouraging the acquisition of new Indian tonnage, but with a slight tilt in favour of existing Indian-flag vessels since the investment here has already been made.

- 4.5 The party, which offers the Indian flag vessel, should meet the commercial requirement by matching the lowest composite effective price and there shall be no price preference in favour of the Indian flag vessels. If any expenditure incurred by the Indian vessel-owner is being borne by the charterer for the foreign-flag vessel that shall be suitably added to the price while comparing the costs. On such calculation if the Indian vessel is offered at the same price as the foreign vessel, the licence under Section 406 and/or 407 will not be granted for the said foreign-flag vessel.

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, mob/demob charges, call out rates and conversion charges etc. are taken into account.

5. Amendment to Licence already granted:

- 5.1 Amendment to licence will be governed by the following provisions:

- a) Not more than twice will amendments be allowed in respect of the same licence.
- b) If an amendment seeks variations in more than three parameters, it will be treated as a fresh case.
- c) Any variation on laycan exceeding one week on either side will be treated as a fresh case.
- d) The fees once paid will not be automatically refunded or adjusted again any fresh application. Separate and adequate justification for refund or adjustment will have to be advanced before the D. G. Shipping, and be accepted by him.
- e) A fresh case would mean that the applicant has to follow the procedure from the beginning once again.

## 6 Penalty for deviations:

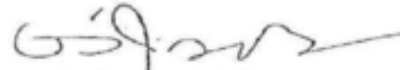
- 6.1 If INSA or any of the Shipping Companies brings to the notice of the D.G. Shipping that a charterer has violated these Guidelines in chartering foreign-flag vessels, the D.G. Shipping after due verification of the complaint shall take appropriate measures to penalize the charterer concerned, as he may consider necessary to prevent recurrence of such events.
- 6.2 If there is a doubt that technical specifications of the vessel given in the tender advertisement were drawn up with the deliberate intention of avoiding Indian-flag vessels, the matter may be referred to the D. G. Shipping for decision as to whether the Indian vessel with minor difference in specifications should be chartered, and not the foreign flag vessel. As far as practicable, this decision will be taken after discussion with the concerned parties.
- 6.3 If past payment due on charter of Indian-flag ships is not cleared in time, the D. G. Shipping may decide that no further licence is granted to applicants who are in such arrears.

## 7. Non-INSA/ICC Members

For non-INSA/ICC Members, a copy of the enquiry shall, as has been the prevailing practice, be displayed on the notice board of the Office of the D. G. Shipping within the relevant time stipulated.

**8. Exceptions in public interest**

To expedite national project implementation, to increase Indian tonnage, to encourage development of Indian hub-ports and sea-trade routes, both new or existing - and to tackle an emergency or overcome a crisis, the D. G. Shipping retains the right to take action as deemed fit, overriding any of the guidelines laid down hereinabove.



(D.T. Joseph)  
Director-General of Shipping  
&  
Secretary to Government of India

Jahaz Bhavan, Mumbai,  
November 8, 2002.

Shipping Development Circular No.1 of  
2008

Dated 25.04.2008

NO: SD-9/CHRT(82)/97-IV

Subject : Revised guidelines for chartering of vessels under Sections 406 and 407 of  
Merchant Shipping Act, 1958.

Concerned by the rising trend of marine accidents in and around Indian waters especially during rough weather, the Ministry of Shipping, Road Transport & Highways set up a Committee in July, 2007 to suggest urgent measures to reduce marine casualties. Since analysis of the accidents over the last 3 years showed a significant correlation between age of vessels and the break-downs which caused these casualties, the Committee recommended, inter-alia, the revision of guidelines to restrict the age of vessels plying in Indian waters and a tighter regime of surveys and inspections.

2. Accordingly, in the interest of maritime safety, it has been decided to modify existing guidelines for chartering of vessels under Sections 406 and 407 of the Merchant Shipping Act, 1958 (M S Act). Existing DGS Circulars Nos. 7 of 2003 dated 11.06.03 and 8 of 2003 dated 14.08.2003 (read with clarifications vide Memorandum dated 21.11.2003 and 31.12.2003), restrict only the charters of tankers to those which are less than 25 years (30 years in the case of gas carriers) and are CAS and CAP-2 rated and classed with IACS.

3. It is now further decided, after taking into consideration the views and objections of a wide range of stakeholders, that, with effect from **15th May 2008**, applications for permissions for chartering in / grant of licence to vessels under Sections 406 and 407 of the MS Act either for single or specific voyages or time charters that enable vessels to visit an Indian port or to ply in Indian territorial waters or the Indian EEZ will be entertained only as follows:

3.1 **During the period of foul weather**, being 1st June till 31st August in the Arabian Sea along the West Coast and 1st May till 30th November in the Bay of Bengal along the East Coast of the Indian Peninsula:

3.1.1 From all cargo vessels<sup>1</sup> other than gas carriers, oil or product tanker and dredgers - only if they are less than 25 years of age.

3.1.2 From gas carriers, only if they are less than 30 years of age.

3.1.3 From oil or product tankers, only if they are double hull or if single hull, less than 20 yrs and fulfilling the Condition Assessment Scheme (CAS) requirements as assessed by the Indian Register of Shipping (IRS) or Classification Societies that are notified as Recognized Organizations by the Government. Consequently, SD Circulars 7 and 8 of 2003 giving guidelines for chartering of oil and product tankers will stand modified accordingly for the period of foul weather.

3.1.4 For all time charters of vessels other than passenger vessels, to be entered into with effect from 15th May, 2008, which include in the period of charter any period of foul weather, only if the age of the vessel proposed is less than 25 years at the time of termination of the charter period.

3.2 **Regardless of the period of the year** - from Offshore Service Vessels (OSVs) of all description (e.g. anchor handling tug, accommodation barge, tug, supply vessels, support vessels, barges, pontoons, etc.) or any other type of vessels which are chartered-in / engaged for the purposes of plying in and around offshore oil exploration areas and / or where security/safety sensitivities are high, only from those that are less than 25 years old, are classed with the Indian Register of Shipping (IRS); and have undergone inspection and rectification of deficiencies of hull, machinery, safety appliances and operational requirements (e.g. manning, etc.) before entry into Indian territorial waters.

4. All shipping companies, exporters, importers and agents may kindly take note of the change in eligibility of vessels for consideration of grant of chartering permissions and amend their own chartering terms, practices and instructions accordingly.

5. This issues with the approval of the Director General of Shipping and Ex-Officio Additional Secretary to the Govt. of India.

Sd/-  
(Samuel Darse)

ANNEXURE - D

NOTICE FOR WITHDRAWAL

Date :

To  
TANGEDCO Ltd.,  
144, Anna Salai.,  
2nd Floor, NPKRR Maaligai  
Chennai – 600 002.

We \_\_\_\_\_ owner of m.v. \_\_\_\_\_ presently in time charter vide C/P  
dated \_\_\_\_\_ under Clause 26 of tender specification hereby issue 15 days withdrawal notice that the  
\_\_\_\_\_th charter hire is due on \_\_\_\_\_ and the same is not paid till date. We intend to withdraw the  
vessel from TANGEDCO charter on \_\_\_\_\_, if default in payment is not rectified on or before  
\_\_\_\_\_

Thanking you,

Yours faithfully,

Place  
Date

For  
Sd  
Name  
Designation

Seal of the Shipping  
Company / Corporation.



## PARADIP PORT REGULATIONS

Sl	Time Permissible as per Norm (Hrs.)	Variance as per Norm (Hrs.)	Priority 21 Per Norm (RS5000/-)	Final Clearance to Sail	Time Taken for Clearance (Hrs.)	Time Permissible as per Norm (Hrs.)	Variance as per Norm (Hrs.)	Penalty as per Norm (RS5000/-)	Total Penalty Amount @ Rs. (only in thousands)	Remark
1	01:00	00:00	0	23/11/2015 09:30	02:30	01:00	01:00	00:00	15000	

Norms for M/V HP/DP/

Loading Clearance	Activity		Norm	Penalty
	Indian		00:30 Hrs	* @ 5000/Hr
	Foreign (Box Conversion)		01:00 Hrs	* @ 5000/Hr
Hatch Change	Nos (x= no of hatch)		2x+1	* @ 5000/Nos
Draft Check	Nos		2	* @ 5000/Nos
Deballasting	Time	Permax	01:00 Hrs	* @ 5000/Hr
	Time	Handymax	01:00 Hrs	* @ 5000/Hr
Sailing Clearance	Time		01:00 Hrs	* @ 5000/Hr

End

  
Executive Engineer  
MCHP

**ANNEXURE F**



**Tamil Nadu Generation and Distribution Corporation Limited  
(TANGEDCO)**

**No.144,Anna Salai,Chennai-600 002**

**BILL OF LADING**

To be used for shipments of thermal coal

No.

SHIPPER

CONSIGNED TO ORDER OR

NOTIFY ADDRESS

VESSEL

PORT OF LOADING

PORT OF DISCHARGE

NUMBER OF ORIGINAL BILLS OF LADING

DESCRIPTION AND WEIGHT OF CARGO

FREIGHT PAYABLE AS PER

Received on account of freight  
Freight as arranged

PLACE AND DATE OF ISSUE:CHENNAI

Shipped in apparent good order and condition on Board the vessel for carriage to the port of Discharge. The quantity of the cargo in Bulk specified above which shall be delivered in the like good order and condition at the aforesaid port of discharge unto the Consignee or his or their order.

Weight, quantity, condition and value unknown:

IN WITNESS where of the Master or Agent of the said vessel has signed the number of Bills of Lading indicated above, all of this tenor and date, anyone of which being accomplished the others shall be void.

For conditions of Carriage: see overleaf

SIGNATURE

### Conditions of Carriage

(1) All terms and conditions, liberties and exceptions of the Charter party, dated as overleaf, are herewith incorporated, including Arbitration Clause. The carrier in no case be responsible for loss of or damage to cargo arisen prior to loading and after discharging.

(2) Paramount Clause

The Hague Rules contained in the international Convention for the Unification of certain rules relating to Bills of lading, dated Brussels, the 25th August, 1924, as enacted in the country of shipment shall apply to the contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

(3) In trades where the international Brussels Convention 1924, as amended by the Protocol signed at Brussels on February 23rd 1968-- The Haeuge - Visby Rules applies compulsorily, the provisions of the respective legislation shall prevail. The carrier takes all reservations possible under such applicable legislation, relating to the period before loading and after discharging and while the goods are in the charge of another Carrier, and to deck cargo and live animals.

(4) The Provisions of any Legislation relating to the carriage of goods by Sea incorporating the rules relating to Bills of Lading contained in the said International Convention and Compulsorily applicable to the contract of carriage herein contained shall be deemed to be incorporated herein but nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities thereunder. If any term of this Bill of Lading be repugnant to any extent to any legislation by this clause incorporated, such term shall be void to that extent, but no further, nothing in this Bill of Lading shall operate to limit or deprive the carrier of any statutory protection or exemption from, or limitation of liability.

(5) General Average shall be adjusted, stated and settled according to York - Antwerp Rules, 1974.

Cargo contribution to General Average shall be paid to the Owners even when such average is the result, of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, Shippers and consignees expressly renounce the Netherlands Code, Art. 700, and the Belgium/Commercial Code, Part 11, Art 148.

(6) New Jason Clause,

In the event of accident, danger damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute contract or otherwise, the goods, Shippers, Consignees or Owners of the goods shall contribute with the Carrier in the general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as of the said salving ship or ships belonged to strangers. Such deposit as the carriers or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees or Owners of the goods to the Carrier before delivery.

(7) Both - to - Blame collision Clause,

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the carrier in the navigation or in the Management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her Owners to the Owners of sold cargo and set-off, recouped or recovered by the other non-carrying ship or her owners as part of their claim against the carrying or carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contacts.

For particulars of Cargo freight destination, etc., see overleaf







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).

*Signature*  
14/1/21

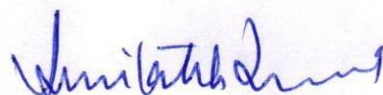
9वीं मंज़िल, बीटा बिल्डिंग, आई थिंक टेक्नो कैम्पस, कांजुर गाँव रोड, कांजुरमार्ग (पूर्व) मुंबई- 400042

9th Floor, BETA Building, I-Think Techno Campus, Kanjur Village Road, Kanjurmarg (E), Mumbai-400042

फ़ोन/Tel No.: +91-22-2575 2040/1/2/3 फ़ैक्स/Fax.: +91-22-2575 2029/35 ई-मेल/Email: dgship-dgs@nic.in वेबसाइट/Website: www.dgshipping.gov.in



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, GoI (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, GoI on 07.08.2020.
15. Whereas, the Ministry of Shipping (now Ministry of Ports, Shipping and Waterways), GoI, has issued a Notification No. SY-13017/4/2017-SBR dated 23<sup>rd</sup> 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 23<sup>rd</sup> October, 2020 provides the manner for exercise of Right of First Refusal.
17. Whereas, the said Notification of the Ministry dated 23<sup>rd</sup> 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

  
14/1/21



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.

*Amirath J*  
14/1/21



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.

*Amitha Singh*  
14/1/21 4



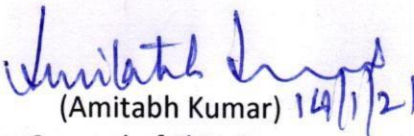
21.3.5. Further, RoFR shall be applicable to all inquiries for in-charter of foreign flagged vessels with in a 20% margin of purchase preference (price band) i.e. the maximum extent to which the price quoted by an Indian Company may be above the L1 for the purpose of purchase preference.

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."

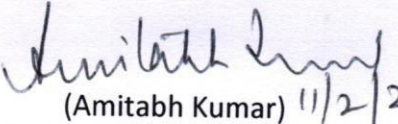
9वीं मंजिल, बीटा बिल्डिंग, आई थिंक टेक्नो कैम्पस, कांजुर गाँव रोड, कांजुरमार्ग (पूर्व) मुंबई- 400042

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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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