

POOMPUHAR SHIPPING CORPORATION LIMITED
(A Government of Tamil Nadu Enterprise)
CHENNAI - 600 035



INDIAN / FOREIGN FLAG

TENDER BOOK

TENDER SPECIFICATION NO:
PSC/CHARTERING/004/2024-25., DT. 20.03.2025

GLOBAL E-TENDER FOR

LONG TERM TIME CHARTERING OF ONE SELF
TRIMMING PANAMAX GEARLESS (OR WITH GEARS
CONSIDERED AS GEARLESS) BULK CARRIER VESSEL WITH
THE LAY DAYS FROM 25.04.2025 TO 15.05.2025 FOR A PERIOD
12 MONTHS +3 MONTHS +/- 10 DAYS CHOITION.

E-Tender Specification No. PSC/CHARTERING/004/2024-25 dated 20.03.2025 for long term time chartering of oneself trimming Panamax gearless (or with gears considered as gearless) bulk carrier.

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SECTION – I(A)

INVITATION TO BID

POOMPUHAR SHIPPING CORPORATION LIMITED

(A Government of Tamil Nadu Enterprise)

IV Floor, 692, Anna Salai, Nandanam, Chennai - 600 035

CHARTERING OF VESSEL-GLOBAL COMPETITIVE BIDDING THROUGH E-TENDER

1.0 Introduction:

Poompuhar Shipping Corporation Limited (PSC) is a Government of Tamil Nadu Enterprises, established in 1974 under the Companies Act. The PSC is transporting coal for NTECL to generate electricity in its Thermal Power Stations in the State of Tamil Nadu. The coal is moved on the sea route from the Load Ports Haldia, Paradip, Dhamra and Kakinada ports or any other safe port in the East Coast of India to the discharge port at Ennore. The PSC has proposed to time charter one number Panamax gearless vessels for movement of coal along east coast of India.

2.0 E-Tender SPECIFICATION NO:

PSC/CHARTERING /004/2024-25., Dt.20.03.2025

3.0 Type of Charter, Vessel size, Charter period, Lay days

TYPE OF CHARTER : TIME CHARTER FOR COASTAL MOVEMENT OF COAL

VESSEL SIZE : PANAMAX GEARLESS / Geared (offered as Gearless) BULK
WITH CARRIER VESSEL

PERIOD OF CHARTER : 12 MONTHS + 3 MONTHS +/-10 DAYS CHOITION

LAYDAYS : 25.04.2025 to 15.05.2025.

4.0 BID DOCUMENTS:

The tender specification can be downloaded from the PSC website www.tamilship.com, and from National Informatics Centre web portal <https://tntenders.gov.in/nicgep/app> free of cost. Should upload on National Informatics Centre web portal <https://tntenders.gov.in/nicgep/app> only

5.0 EARNEST MONEY DEPOSIT (EMD):

INR.10,00,000/- (Rs.Ten Lakhs Only) for Indian bidders and foreign bidder. The bidder should pay the EMD on-line through NIC web portal <https://tntenders.gov.in/nicgep/app>. For hassle free uploading of tender, pay the EMD through online two days before the closing of bid submission.

6.0 SCHEDULE FOR RECEIPT AND OPENING OF BIDS:

A	Date & Time of Commencement of Download of Tender Specification	21.03.2025:16.00 Hour
B	Date and Time of Closing of Download of Tender Specification	21.04.2025: 11:00 Hour
C	Due Date and Time for Submission of Technical bid and Price bid in the e-procurement platform at https://tntenders.gov.in/nicgep/app	<p>Submission start : 17.00 Hrs on 21.03.2025</p> <p>Submission end : 12:00 Hrs on 21.04.2025</p> <p>Technical bid Opening : 14:00 Hrs on 21.04.2025</p> <p>Price bid Opening : 12:00 Hrs on 22.04.2025/Later</p>

SECTION-I (B)

NOTICE INVITING E-TENDER

POOMPUHAR SHIPPING CORPORATION LIMITED

IV Floor, 692, Anna Salai, Nandanam, Chennai - 600 035.

The global E-tender is invited from the Vessel Owner or authorized agents/Disponent Owner/Ship Brokers through e-procurement platform at <https://tntenders.gov.in/nicgep/app> as per the instructions in the tender specification No. PSC/CHARTERING/004/2024-25 Dated 20.03.2025 for time chartering of One Self-Trimming Panamax Gearless/geared (offered as gearless) bulk carrier vessel for coastal movement of coal by PSC for NTECL:

SL No:	Tender Specification No.	Description	Due date & Time for submission of e-tender
1	PSC/CHARTERING/004/2024-25., Dated 20.03.2025	ONE SELF TRIMMING PANAMAX GEARLESS/GEARED (OFFERED AS GEARLESS) BULK CARRIER WITH THE LAYDAYS FROM 25.04.2025 TO 15.05.2025 FOR 12 MONTHS + 3 MONTHS CHOITION +/-10 DAYS CHOITION. DEAD WEIGHT OF THE VESSEL SHOULD BE 68,000 TO 79,000 MT WITH LOADING RATE AT HALDIA, PARADIP, DHAMRA AND KAKINADA ARE 30,000 MT PER DAY.	21.04.2025 Up to 12:00 Hours.

Submission of E-Tender through the hyper link : <https://tntenders.gov.in/nicgep/app>

EMD on line payment through above web portal: INR 10,00,000/- for both Indian and Foreign bidders

Date of commencement of download of Tender Specification : 17:00 Hrs. on 21.03.2025

Date of closing of download of Tender Specification : 11:00 Hrs on 21.04.2025

The tender specification/tender document can be downloaded from the PSC website www.tamilship.com, and from National Informatics Center website <https://tntenders.gov.in/nicgep/app> at free of cost.

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

GENERAL MANAGER (OPERATION)
PSC/CHENNAI-35

SECTION I (C)
DETAILS OF TENDER DOCUMENT

TENDER SPECIFICATION NO.PSC/CHARTERING/004/2024-25, DT.20.03.2025

1)	Name of the work	Time chartering of one Panamax gearless bulk carrier vessel suitable for transportation of Thermal coal as follows: One number self trimming Panamax Gear less/ offered as gearless bulk carrier vessel with Laydays from 25.04.2025 to 15.05.2025 for the period of 12MONTHS + 3 MONTHS +/-10 DAYS CHOPTION.
2)	Type of Tender	SINGLE STAGE TWO PART OPEN TENDER
3)	Date & Time of commencement of download of Tender Specification	17.00 Hrs. on 21.03.2025
4)	Date & Time of closing of download of Tender Specification	11:00 Hrs on 21.04.2025
5)	Clarification of documents & Specification	As mentioned in clause VI (C) of Section VI
6)	Due Date and Time for Submission of Technical bid and Price bid in the e-procurement platform at https://tntenders.gov.in/nicgep/app	Submission start : 17.00 Hrs on 21.03.2025 Submission end : 12.00 Hrs on 21.04.2025 Technical bid Opening : 14:00 Hrs on 21.04.2025 Price bid Opening : 12:00 Hrs on 22.04.2025/Later

7)	Earnest Money Deposit (EMD), Security Deposit(SD)	Online payment through the web portal https://tntenders.gov.in/nicgep/ app INR 10,00,000/- for both Indian and Foreign bidders. Security Deposit 5% of finalized contract value for firm period.
8)	Soft copy of Tender Specification	The tender specification can be downloaded from the PSC website www.tamilship.com , from NIC website https://tntenders.gov.in/nicgep/app in free of cost.
9)	E-Tender will be opened	Through the NATIONAL INFORMATICS CENTER TAMIL NADU portal (e-procurement portal of Tamil nadu) https://tntenders.gov.in/nicgep/app

SECTION-II

BID QUALIFICATION REQUIREMENTS

1. The vessel offered should self trimming Panamax gearless (or with gears considered as gearless) bulk carrier vessel with DWT about 68,000 - 79,000 MT of Indian / Foreign flag.
2. The bidder should be the owner / disponent owner of the vessel or the authorized broker of the owner.
3. Age of the vessel :
 - a) For Indian flag vessels:

Vessels which are more than 25 years old as on the date of completion of the charter period will not be considered for evaluation (As per the DGS Order).
 - b). For Foreign flag vessels:

Vessels which are more than 20 years old as on the date of completion of the charter period will not be considered for evaluation (As per the DGS Order No.06 of 2023).
4. The vessel shall maintain the minimum loading rate of 30,000 MTs per day at Mechanical loading berth at Haldia, Paradip, Dhamra and Kakinada ports.
5. EMD for Rs.10,00,000/- for Indian as well as Foreign flag vessel to be paid online through NIC web portal.

SECTION-III

EARNEST MONEY DEPOSIT (EMD) AND SECURITY DEPOSIT(SD)

Earnest Money Deposit of INR.10,00,000/- for both Indian and foreign vessel should be paid as mentioned in SECTION I (C) clause 7.

EMD should be paid through online web portal [https://tntenders.gov.in/nicgep/ app](https://tntenders.gov.in/nicgep/app) as per terms and conditions

1. EMD cannot be waived for any bidder except for M/s The Shipping Corporation of India Ltd, Mumbai.
2. EMD will not carry any interest.
3. EMD of the Tenderer will be forfeited-
 - i) If he withdraws his tender or backs out after acceptance of the tender.
 - ii) If he revises or violates any of the terms and conditions quoted in his tender during the validity period.
 - iii) If the declared specifications of the vessel are found to be incorrect upon delivery.
 - iv) If he does not deliver the vessel within the stipulated lay days specified, unless Charterers accepted the extension.
4. EMD will be refunded
 - i) for the offers not accepted and
 - ii) To the successful tenderers on signing of the Charter Party in time as per conditions 19(a) & (b) and on delivery of the vessel to the Charterers satisfactorily.
5. Security Deposit :

The Security Deposit (SD) for guarantee of the tenderer's performance of the contract, 5% of finalised tender value for the firm period shall be paid by the successful tenderer before signing of the Charter Party Agreement.

The security deposit will not carry any interest.

The deposit being in the form of electronic mode of payment or in the form of Demand Draft/Banker's cheque, or irrevocable Bank Guarantee in an approved form.

Security Deposit will be returned to the tenderer after successful completion of contract after 30 days of final payment Statement of Accounts acknowledgement.

SECTION – IV

TECHNICAL SPECIFICATION

The offered vessel should satisfy the following technical specifications:

- i. Type of the vessel – Panamax gearless (or with gears considered as gearless) vessel.
- ii. Dead Weight Tonnage (DWT) – about 68,000 - 79,000 DWT.
- iii. Number of holds –5/5 to 9/9
- iv. Maximum length over all / beam – 245 mtrs/38 mtrs.
- v. Economical Speed Minimum 12 knots (Both laden and Ballast)
- vi. Minimum hatch size requirements - 11.0 m x 11.0 m.
- vii. No vertical obstruction between the foremost hatch to the aft most hatch.
- viii. Maximum draught 14.5mtrs.**
- ix. Loading Rate 30,000 MT per days, for Haldia, Paradip, Dhamra and Kakinda or any others port in the Indian East Cost.

The above specifications are indicative. It is the Owner's responsibility to offer vessel which is Technically suitable for both loading and discharging ends.

SECTION - V

REJECTION OF TENDERS

(i) Tenders will be summarily rejected if

- a) EMD requirements are not complied with.
- b) Not meeting the Bid Qualification Requirements.

(ii) Tender is liable for rejection if

- a) It is not in the prescribed format as per Section VI – General instruction to bidders (Technical bid).
- b) It is not authenticated by the tenderer.
- c) It is uploaded after the expiry of the due date and time.
- d) It is not in conformity with the PSC's commercial terms and technical specification.
- e) It is received by courier, fax, telegram or e-mail.
- f) It is received from the black listed firm or contractor.
- g) The validity period is less than the period specified in the specification.
- h) The price is mentioned in the technical bid.
- i) It is incomplete and evasive offer.
- j) The bidder not accepting the PSC Proforma C/P terms and conditions.
- k) The EMD requirements are not complied with BQR
- l) Not quoted for the vessel specification required by PSC.
- m) Bids submitted by the consortium.
- n) The bidder quotes or claims that his offer in e-tender is with typographical errors.
- o) The bidder quotes or uploads the price in the Technical bid.
- p) The bidders not accept and comply the General conditions in SECTION VII
- iii) The tenderer 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.

SECTION VI

GENERAL INSTRUCTIONS TO BIDDERS

I) The prospective bidders are requested to

1. go through the enclosed notice inviting tenders and bid documents before submitting the offer.
2. ensure that all documents are submitted in English language.
3. Technical bid and price bid for the above work should be submitted through the link <https://tntenders.gov.in/nicgep/app>.
4. The required and mandatory formats are available in the Tender Document in the e-portal.
5. The tender will be processed online through E-procurement System. The bidder shall submit his response through bid submission to the tender on E-procurement platform only at National Informatics Center website <https://tntenders.gov.in/nicgep/app> as no other forms of submission is accepted. Bidders are requested to quote their price through the online e-procurement portal/system only.

II) Methodology adopted for submission of bids:

- i) EMD should be paid through web portal <https://tntenders.gov.in/nicgep/app>.
- ii) Price should only be entered in the relevant fields in the Financial Bid (BoQ) sheet in the e-portal in Charter hire rate/day and all taxes amount. The Indian bidders should quote hire in INR along with GST amount and foreign bidders should quote in hire USD along with Royalty tax amount.

The charter hire rate/day, other charges in vessel owner's scope if any and tax details should be entered in the relevant fields in BoQ sheet. The technical specification asked in BoQ should be filled by the bidders

For foreign bidders, for USD to INR conversion, the SBI TT selling exchange rate on the date preceding commencement of window time (latest date preced

ing the date of commencement of window time, if rate not available on that day) will be given as input by PSC.

Technical details like Economic speed, Bunker consumption, Gross Registered Tonnage, Cargo carrying capacity etc. should be entered in the Technical Sheet in the e-portal.

It is the bidder's responsibility to enter the Technical details as per the Technical bid. If there is any discrepancy in the technical details entered and the Technical bid, the errors will be corrected to the advantage of the PSC.

iii) EVALUATION:

The Charter hire rate (inclusive of other charges in vessel owner's scope plus applicable taxes) pertaining to the most cost effective vessel for PSC shall be the L1 price (which will also be ascertained manually, the ascertain value only taken for evaluation).

The most cost effective vessel will be determined by the PSC based on the following:

Sector : Paradip-Ennore
 Loading rate : 30,000 MT/day at Haldia, Paradip, Dahmra, and Kakinada
 Unloading Rate : 2,000 MT/Hour at Ennore

The Ennore port bunker available rate closer to the tender publication date will be taken for CPT calculation.

iv). Negotiation:

The negotiations will be held directly with ship owners / Disponent owners /authorized brokers/ authorised agents of the L1 offered bidder. If the L1 bidder fails to turn up or expressed their non willingness to participate in the further processes, then the second lowest price bid quoted (L2) would be called and asked to match the price of L1 and further proceed with the necessary negotiation. This process proceeds to the next available bidder if the L2 bidder too rejects the offer.

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 (Annexure-G) along with the Technical 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.

List of documents to be submitted electronically for Technical bid

III) DOCUMENTS TO BE UPLOADED:

- i) **Annexure A:** Letter of Acceptance of Tender Terms and Conditions
- ii) **Annexure B:** Particulars of vessel offered PART- I
- iii) **Annexure C:**Particulars of vessel offered PART –II
- iv) **Annexure E:** Draft Charter party Agreement- duly sign in all pages with seal.
- v) **Annexure-F:** Certificate of acceptance of No Deviation for all the terms & conditions of the Tender Specification No.PSC/CHARTERING/004/2024-25., dated 20.03.2025.
- vi) **Annexure-G:**Process Compliance Statement (scanned copy of Original duly signed by the bidder)
- vii) **Annexure H:** Declaration by the owner/disponent owner that the vessel is capable of loading cargo at the thermal coal berths at Paradip/Dhamra and Kakinada ports and discharging at Ennore port (Annexure-H) as per BQR of Section II.
- viii) **Annexure-I:** “E-TENDER FORM”, (scanned copy of Original duly signed by the Owner/disponent Owner.)
- ix) **Annexure-J:** “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 (With seal) Annexure-J
- x) **Annexure L:** Guide Lines for chartering the foreign flag ships
- xi) **Annexure M:** Paradip port regulations
- xii) **Annexure N:** gantry crane Information
- xiii) **Annexures O(A):** All valid statutory certificates of the vessel/Data.
- xiv) **Annexures O(B):** All valid statutory certificates of the vessel/Data.
- xv) **Annexures O(C):** All valid statutory certificates of the vessel/Data.
- xvi) **Annexures O(D):** All valid statutory certificates of the vessel/Data.
- xvii) **Annexures O(E):** All valid statutory certificates of the vessel/Data.
- xviii) **Annexures O(F) :** All valid statutory certificates of the vessel/Data.
- xix) **Annexures O(G) :** All valid statutory certificates of the vessel/Data.
- xx) **Annexure P:** Notice for withdrawal format
- xxi) **Annexure Q:** Bill of Lading Format
- xxii) **Annexure R:** Scanned copy of pages 3 to 26 of tender book duly signed with seal towards acceptance of all terms & conditions.

Note: Please note that all the above documents are to be uploaded in the e-portal with signature and seal. Price Bid should also be quoted in the e-tender platform only

- a) Technical bid and Price bid are to be submitted on or before due date and time ONLINE only.
- b) Each attachment shall not exceed 10 MB in size. Should not be protected with Password. Should be in PDF format. Price Bid (BoQ) should be in Excel format.
- c) All tender offers shall be submitted as per prescribed formats.
- d) 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.
- e) 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.
- f) Bids received after the due date and time as set out in the “Invitation to Bid” will be summarily rejected.
- g) PSC 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 PSC shall not be subject to question by any bidder and PSC shall bear no liability of any kind whatsoever, consequent upon such a decision.
- h) 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 Annexure-G, which shall be signed as a token of acceptance and uploaded along with other tender documents.
- i) 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.
- j) Tender should be submitted through e-portal only.
- k) PSC will not be responsible for any delay in respect of the tender offer.
- l) The Downloading of the Tender documents to a prospective bidder, shall not mean that he is considered qualified.
- m) Tender received by Courier/Post/ FAX/E – Mail or by post/courier will not be accepted.
- n) 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.

IV) BID CURRENCY

The bidder can select the currency from the drop down menu in the BoQ sheet (click on INR/UDS cell). For Indian flag owners/ bidders, the Charter Hire Rate per Day to be given in INR/Day with GST and for foreign bidders Charter Hire Rate in USD/Day to be quoted along with Royalty Tax only using the worksheet provided in the e-platform of National Informatics Center. The Indian flag vessel owners/disponent owners cannot quote their charter hire in USD, they can quote only in INR.

V) EARNEST MONEY DEPOSIT (EMD)

1. The Earnest Money Deposit should be paid as mentioned in Section III through on-line at e-tender web portal <https://tntenders.gov.in/nicgep/app>.

EMD: INR. 10,00,000/- for both Indian and foreign bidders

- i) 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.
- ii) The tenderers, who are exempted from payment of EMD, will be deemed as having accepted to remit EMD to PSC in all case of EMD forfeiture, by considering the mere submission of bid as token of acceptance.
- iii) The others viz. Central and State Govt. Departments, Undertakings, Corporations outside the state of Tamil Nadu shall have to pay EMD.
- iv) However, EMD is waived for M/s. Shipping Corporation of India Ltd., being a shipping corporation under Govt. of India
- v) The EMD shall be submitted without any precondition to PSC.
- vi) The EMD furnished will be forfeited if the bidder withdraws his tender at any stage before the expiry of the bid validity or backs out after acceptance.
 - a) the bidder violates any of the conditions of the tender specification.
 - b) the bidder fails to accept the terms of Security Deposit as stipulated after acceptance of the tender.
 - c) the bidder revises any of the terms quoted during the validity period.
 - d) the BQR evidences are found to be fraudulent or non-genuine the tenderer will be blacklisted for future tenders.
 - e) the bidder furnishes bogus or false particulars / information in the documents produced along with the offer.
 - f) the bidder does not accept the correction of arithmetical errors to the advantage of the PSC.
 - g) 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.
 - h) If the declared specifications of the vessel are found to be incorrect upon delivery.
 - i) If he does not deliver the vessel within the stipulated lay days specified, unless Charterers accepted the extension.

j) 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.

- II) The EMD will be refunded to the unsuccessful tenderers. The EMD of the successful tenderer will be returned after award of contract. No interest will be payable by PSC on the above EMD.

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

The bidding process will be conducted in 2 parts (technical part and price bid part) with separate due date & time or on the same day.

A). TECHNICAL STAGE:

Tenderers must submit their Technical and Price bids in E-procurement portal of NATIONAL INFORMATICS CENTER (NIC) (viz <https://tntenders.gov.in/nicgep/app>) on or before the date specified. Technical Bid shall consist of specified documents and formats as stipulated in sub Section VII. Technical bid should contain the Qualifying data, Technical conditions, Financial Statements strictly as per this tender document. Documents evidencing Bid Qualification Requirements as mentioned in Section II of the tender specification PSC/CHARTERNG/004/2024-25., dated 20.03.2025 should be attached as scanned copies of Originals in the e-portal. Initially the Technical Bids will be scrutinized and only those who qualify in the EMD and Technical Bid, 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.

B) PRICE BID STAGE:

PSC will open the Price Bids in the e-procurement portal of the technically eligible bidders. Everyone can see the tender status in the NIC web portal.

1. CHARTER HIRE RATES:

- i) Indian bidders are to quote the net daily charter hire rate including overtime, other charges in vessel owner's scope if any, for their vessel only in Indian Rupees.
- ii) Foreign bidders are to quote the net daily charter hire rate including overtime, other charges in vessel owner's scope if any, for their vessel only in US Dollars.
- iii) 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.
- iv) The quoted price will be corrected for arithmetical errors to the advantage of the PSC.

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

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

3. 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. 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 PSC charter, the vessel will be rejected and the charter ended, absolving charterers of all liabilities.

C) CLARIFICATION OF DOCUMENTS AND SPECIFICATION:

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/movement of coal or the cost thereof. If any tenderer finds omissions in the specifications and documents or is in doubt also the true meaning of any part, the bidder shall at once request by e-mail for an interpretation/clarification to the General Manager-Operation, PSC, 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 pscship@gmail.com, by clearly indicating in the Subject **“PRE-BID QUERY for PSC/CHARTERING/004/2024-25. DATED 20.03.2025”**. The General Manager –Operation, Poompuhar Shipping Corporation LTD., Nandanam, Chennai-35., 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.

- a) Verbal clarifications and information obtained by the tenderer shall not in any way be binding on the PSC.
- b) 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.

- c) 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.
- d) No changes, amendments which materially alter the tendered prices shall be permitted after the opening of the tender.
- e) The opening date and time for the price bid opening will be intimated to the technically qualified tenderers after scrutiny of the Technical Bid. No changes, amendments which materially alter the tendered prices shall be permitted after opening of the Technical bids.
- f) The Tenderer shall furnish along with their offer all the technical details required. The tender offers accepting all terms of the specification will be treated as most responsive offer.

D) INFORMATION REQUIRED AND CLARIFICATIONS:

- a) To assist in the examination, evaluation and comparison of tender offers, PSC 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.
- b) PSC 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.
- c) Prior to the detailed evaluation, PSC 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.

E) POLICY FOR BIDS UNDER CONSIDERATION

- a) 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 PSC to the Bidders. While the bids are under consideration, Bidder and/ or their representatives or their interested parties are advised to refrain from contacting by any means, PSC and /or his employees/ representatives on matters related to the bids under consideration. PSC, 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.
- b) 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 PSC for rejection of his offer. PSC shall always be at liberty to reject or accept any 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 PSC.

SECTION- VII

GENERAL CONDITIONS

1. Type of vessel:

Self trimming Panamax gearless (or with gears considered as gearless) bulk carrier vessel is required. The vessel offered should be about 68,000 to 79,000 DWT and suitable for transportation of thermal coal. General and technical specifications of the vessels have to be given as per the formats in Annexure B & C.

2. Laydays:

25.04.2025 to 15.05.2025

3. Validity of offer: up to the end of lay days

4. Duration of the time charter:

The time charter period will be 12 months + 3 months +/- 10 days choption.

5. Tenderers offering more than one ship should submit separate offer for each vessel.

6. Areas of operation and purpose:

The vessel chartered by PSC will normally be utilized for moving coastal thermal coal along the East Coast of India between Haldia, Paradip / Dhamra / Kakinada Ports and Ennore. 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 Haldia, Paradip / Dhamra / Kakinada Ports and discharged at Ennore port. The tenderers should confirm clearly that his vessel is suitable for loading at Haldia, Paradip / Dhamra / Kakinada Ports through mechanical shore facilities and suitable for discharging the same at the coal berth at Ennore by using shore gantry cranes, as per Annexure - N.

7. Loading norms for performance:

The vessel shall maintain the minimum loading rate of 30,000 mt per day at Mechanical loading berth at Haldia, Paradip, Dhamra and Kakinada.

8. Speed of vessel:

Speed of the vessels should be Economical Speed minimum 12 knots (both Laden and Ballast) at service output with most economical fuel consumption. The maximum safe speed of the vessel shall also be mentioned in the tender.

9. Fuel consumption:

The bunker consumption on economical speed and maximum safe speed has to be furnished by the owner vide Annexure 'C'

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.

10. Vessels which are on bare-boat charter will be considered by PSC only if the owners give an undertaking at the time of offer that the vessel will be converted to Indian flag and the owners will obtain approval of D.G. shipping in this regard for the charter period.

11 a) PSC reserves the right to reject any or all the offers or the right to relax any terms/conditions of the tender and also the right to charter one or more vessel(s) in the lay days if need be and if the circumstances warrant.

b) Only on confirmation of PSC's Board approval the vessel will be taken into PSC charter

12. 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.

13. 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 PSC charter, the vessel will be rejected and the charter ended, absolving Charterers of all liabilities.

14. Charter hire rates:

Indian flag vessel owners are to quote the net daily charter hire rate including overtime, for their vessel (s) only in Indian Rupees. The Indian flag vessel owners, who registered the vessel in Special Economic Zone (SEZ) may quote their rate in USD as per the DG circular- Annexure-Z.

Foreign flag vessel owners are to quote the net daily charter hire rate including overtime, for their vessel (s) only in US Dollars.

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. The exchange rate on the date of opening of the tender will be taken for evaluation purpose.

15. Evaluation and negotiation:

1. Sector for evaluation:

One round voyage in Paradip - Ennore sector, shall be taken for evaluation.

2. Loading /discharge period:

(a) The loading period based on the loading rate mentioned in the clause 10 shall be taken for evaluation.

(b) The discharge period will be arrived based on the average discharging rate of 2000 MT per hour.

3. Cost per ton:

The cost per ton for one round voyage in Paradip – Ennore sector shall be arrived.
The Ennore bunker rate will be consider for CPT calculation.

4. Negotiation:

The offer(s) with lowest cost per ton arrived as above shall be the lowest offer(s) i.e, L1.
The negotiations will be held directly with ship owners / disponent owners /authorized brokers of the short listed L1 offer(s).

5. The exchange rate will be taken 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).

16. Charter party:

- a) Terms and conditions will be drawn and concluded as per Time Charter Party (Govt. form approved by the New York Produce Exchange) with amendments and additional clauses as at Annexure 'E'
- b) The Charter Party should be drawn by the owner as per enclosed NYPE form together with additional clauses as at Annexure 'E' and signed by the owner and submitted to the charterers without fail for signature not less than seven days before the date of the vessel entering in our charter, failing which charterers have the right to cancel the order and forfeit the EMD.

17. Delivery:

The vessel has to be delivered to the charterers at Arrival pilot station (APS) at charterers nominated load port Haldia, Paradip / Dhamra / Kakinada 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. 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.

18. 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 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 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 be entitled to recover the following:-
 - (i) The cost of remaining on board (ROB) bunkers before submission of the port clearance to the Master.
 - (ii) 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.
 - 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 (APS).** If the owners fail to deliver the vessel within the lay days, besides the right of termination of charter, if the charterer and owner mutually agree to the delay in delivery of the vessel, the charterer reserves the right to extend the period of delay beyond the lay days. And extended period will be paid at 50% of the charter hire/day.
 - (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. If the vessel fails to load at the rates mentioned in clause 10, the owners shall be liable to compensate the Charterers as per clause 44 of the charter party.
19. Recovery towards excess time due to speed loss:
- j. 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 engaged by PSC. The charges of ocean route shall be on owners account and the same will be recovered from the charter hire payment. The charterer undertakes to give a copy of ocean route report to owner.
 - ii. 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 69(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.

20.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 FO 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 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):

(a) 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.

(b) 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.

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

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

- (d) 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.

(iii) Recovery for excess bunker consumption:

The cost of excess bunker consumed for leg to leg basis as per (A) either FO or HFHSD or both shall be compared correspondingly with the cost of excess bunker consumed for one round voyage basis as per (B) either FO 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 FO against HFHSD and vice-versa on value basis in excess bunker consumption calculations.

21. Re-delivery:

The Vessel will be re-delivered to the owners or their agents in coastal status at a safe berth at Ennore. Joint off-hire survey will be conducted prior to redelivery as per the Charter Party provisions

22. Substitute vessel:

Should the Bidder require the vessel to be temporarily withdrawn from the charter for the purpose of dry docking or annual repairs 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.

In critical situations, the charterer has right to avail the owner's proposed vessel with matching Cost Per Ton (CPT) basis with the tender specified band of DWT.

23. Tenderers to furnish the present status and itinerary of the vessel offered, up to a date of delivery in PSC charter.

24. IF THE VESSEL OWNER FAILS TO DELIVER THE FINALISED/FIXED VESSEL IN THE TENDER, THE DELIVERY OF ANY OTHER VESSEL WILL NOT BE ACCEPTED AND EMD PAID BY THE VESSEL OWNER WILL BE FOREFEITED

25. Security Deposit :

The Security Deposit(SD) for guarantee of the tenderer's performance of the contract, 5% of finalised tender value for the firm period shall be paid by the successful tenderer before signing of the Charter Party Agreement.

The security deposit will not carry any interest.

The deposit being in the form of electronic mode of payment or in the form of Demand Draft/Banker's cheque, or irrevocable Bank Guarantee in an approved form.

Security Deposit will be returned to the tenderer after successful completion of contract and redelivery of the vessel.

26. **Shore Power Supply:** The Ministry of shipping, Govt. of India has directed the ports to provide electrical shore power supply to the vessels arriving at the ports for sustainable development and prevention of pollution of coastal environment.

The vessel's owners may be required to carry out modifications during dry dock period for having on board shore power supply reception facilities in the vessels, in case of implementation of shore power supply at the ports. Acceptance of the terms and conditions of this tender specification shall be construed as acceptance to extend co-operation in this regard

ANNEXURE 'A'

LETTER OF ACCEPTANCE OF TENDER TERMS AND CONDITIONS

(On Company Letter head)

REF. NO.....

To
M/s. Poompuhar Shipping Corpn. Ltd.
692, Anna Salai (IV Floor),
Nandanam,
Chennai - 600 035.

Sirs,

Sub: Submission of Tender documents against M/s. Poompuhar Shipping Corp. Ltd. Tender specification No.PSC/CHARTERING/004/2024-25 Dt.20.03.2025 for long term time-chartering of one elf trimming Panamax gearless (or with gears considered as gearless) bulk carrier vessel.

We 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 paid online through web portal for INR .10,00,000- towards Earnest Money Deposit.

We also hereby confirm the acceptance of all Terms and conditions of the Tender in compliance with clause iii of the - Section V.

Thanking you,

Yours faithfully,

for
(Sd.....)

Seal of the Shipping
Company / Corporation

(Name)
(Designation)

ANNEXURE - 'B'**PART – I**

Particulars of Vessel offered

General		
Name of Vessel		
Owners / Disponent owners		
Signal letters / Sat-C, ID. No.		
Official No. / Port of Registry/ Flag		
Place and year of Built	Month	Year
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		
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.
Full Ballast Draught (WBT's only)	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		
No.7 hatch		
No.8 hatch		
No.9 hatch		
Total grain capacity		

Size of Hatch (LXB)	Mtrs.	Ft.
No.1		
No.2		
No.3		
No.4		
No.5		
No.6		
No.7		
No.8		
No.9		
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		
Tonnage / deadweight		
Gross Tonnage		
Net Tonnage		
Deadweight at Summer & Tropical draught		
T.P.C & F.W.A		
Quantity of coal loadable at the following draughts after taking into account FO 400 mt, HFHSD 60 mt, FW 200 mt & declared Constant:-		
1) 13.00 mtrs draught SW-	mt	Free Board Mtrs
2) 13.50 mtrs draught SW-	mt	- do -
3) 14.00 mtrs draught SW-	mt	- do -
4) 14.50 mtrs draught SW-	mt	- do -
5) mtrs summer draught SW-	mt	- do -
6) mtrs tropical draught SW-	mt	- do -
Quantity of unpumpable bunkers out of ROB FO 400 mt & HFHSD 60 mt – FO.....mt & HFHSD.....mt.		
Propulsion		
Main Engine : Make / Type		
Main Engine : Service output / RPM		
Main Engine: Specific Fuel Consumption at Service output		
Daily FO / HFHSD consumption while steaming at service output at economical speed knots		
Daily FO / HFHSD consumption while steaming at maximum safe speed of knots		

Daily FO / HFHSD consumption in port		
Fuel consumption for maneuvering in port to & fro (if no a. Sandheads fairway buoy to Haldia b. Paradip fairway buoy to Paradip c. Dhamra fairway buoy to Dhamra d. Kakinada fairway buoy to Kakinada e. Ennore fairway buoy to Ennore	FO	HFHSD
Fresh water capacity ----- tons with a daily consumption of approximately ----- tons		
Make, type and Number of Generator Engines and HP of each		
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.....	
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		

Signature with seal

ANNEXURE - C**Part - II**LAY DAYS: 25.04.2025 to 15.05.2025.

Vessel name		Month & year of built		Owners name		GRT / NRT / DWT	LOA / beam mtrs.	No. of Hatches	
		MONTH	YEAR						
Cargo loadable at 13.0/13.5 / 14.0 / 14.5 mtr. Summer & tropical draft						Validity of offer	Last dry docking done	Due for next dry docking	
13.0	13.5	14.0	14.5	Summer draft	Tropical draft				
Bunker consumption									
Economical speed Minimum 12 knots (Both laden and Ballast) / consumption						In Port			
		F.O		HFHSD		F.O		HFHSD	
A) Ballast									
B) Laden									
On Maximum Safe speed atknots/consumption									
A) Ballast									
B) Laden									
Harbour steaming consumption (if no anchorage period envisaged)									
To and fro Sandheads fairway buoy to Haldai		To and fro Paradip fairway buoy to Paradip		To and fro Dhamra fairway buoy to Dhamra		To and fro Kakinada fairway buoy to Kakinada		To and fro Ennore fairway buoy to Ennore	
F.O	HFHSD	F.O	HFHSD	F.O	HFHSD	F.O	HFHSD	F.O	HFHSD

Signature with seal

ANNEXURE – E
MODEL C/P. FORM
WITH ADDITIONAL
CLAUSES

TIME CHARTER
GOVERNMENT FORM

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

1. This Charter Party, made and concluded, in the City of Chennai the day of 20.....
2. Between.....
3. Owners of goodMotor shipof built.....
4. oftons gross register, and tons net register, having engines ofindicated
5. horse power and with hull, machinery and equipment in a thoroughly efficient state, and classed (More fully described
6. in clause 50) atof.....cubic feet grain capacity,
7. and.....tons..... deadweight capacity (cargo and bunkers, including fresh water and stores) on a draught of
8.feet.....inches onSummer freeboard, inclusive of permanent bunkers, which are of the
9. capacity oftons of fuel, and capable of steaming, fully laden, under good
10. weather conditions atknots on a consumption oftons of best grade FO-best grade HFHSD, (refer
11. clauses 29 & 50).
12. Now.....
13.and POOMPUHAR SHIPPING CORPORATION 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 12 months + 3 months + 10 days choption within below mentioned trading limits.
16. Vessel to be placed at the disposal of the charterers, at APS Haldia, Paradip / Dhamra/Kakinada
17. any time day or night closed holiday in port excluded (see clauses 29,56 & 67)
18. in such dock or at such wharf or place (where she may safely lie, always afloat, at all times of tide, except as other wise
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 and donkey boiler with sufficient
22. steam power to run or if not equipped with donkey boiler, (and with full complement of officers, seamen, engineers
23. and firemen for a vessel of her tonnage), to be employed, in carrying lawful merchandise always trading within
24. institute warranty limits between Indian Coast only as the charterers or their Agents shall direct, on the
25. following
26. conditions :
27. **1.** That the Owners shall provide and pay for all provisions, wages and consular Shipping and discharging fees of the Crew;
28. shall pay for the insurance of the vessel, also for all the cabin, deck, engine-room and other necessary stores, including
29. boiler water and maintain her class and keep the vessel in a thoroughly efficient state in hull, machinery and equipment for
30. and during the service with classification and statutory certificates necessary to comply with current requirements at ports
31. of call during the service.
32. **2.** That the charterers whilst on hire shall provide and pay for all the fuel except as otherwise agreed, Port charges,
33. Pilotages, charterer's agencies fees, commissions. Consular charges (except those pertaining to the Crew) and all other
34. usual expenses except those before stated, but when the vessel puts into a port for causes for which vessel is
35. responsible,then all such charges incurred shall be paid by the owners. Fumigations ordered because of illness of the
36. crew to be for Owners account. Fumigations ordered because of cargoes carried or ports visited while vessel is employed
- 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 29).
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 Dollarsonly)
 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
 45. -delivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless lost) at a safe berth at
 46. Ennore as per Clauses 29,56 & 67 unless otherwise mutually agreed, charterers are to give
 47. Owners **15** days approximate notice, **5** days approximate notice and **2** days definite notice of vessel's expected date of re-
 48. delivery and probable port.
49. **5.** Payment of said hire to be made at..... (place) in Indian Rupees / US Dollars to the credit of the owners with the
 50. name of bank and A/c. no. in India/ Foreign currency for 30 days in advance and for the last one month or part of the same
 51. the approximate amount of hire as per clause 68 and should same not cover the actual time hire is to be paid for the balance
 52. day by day, as it becomes due, if so required by Owners, unless bank guarantee or deposit is made by the charterers,
 53. otherwise failing the punctual and regular payment of the hire, or bank guarantee, or any breach of this Charter party,
 54. the Owners shall be at liberty to withdraw the vessel from the service of the charterers, without prejudice to any claim
 55. they (the Owners) may, otherwise have on the charterers. Time to count from 10 a.m. (IST) on the working day
 56. following that on which written notice of withdrawal has been given to charterers or their Agents before 4 P.M., but if
 57. required by charterers, they to have the privilege of using vessel at once, such time used to count as hire
 58. cash for vessel's ordinary disbursements at any port may be advanced as required by the captain, by the charterers or
 59. their Agents, subject to 2 ½ % commission and such advances shall be deducted from the hire. The charterers, however,
 60. shall in no way be responsible for the application of such advances.
61. **6.** That the cargo or cargoes be laden and/or discharged in any dock or at any wharf or place that charterers or
 62. their Agents may direct, provided the vessel can safely lie always afloat at any time of tide, except at such places where it
 63. is customary for similar size vessels to safely lie aground.
64. **7.** That the whole reach of the vessel's holds, decks and usual places of loading (not more than she can reasonably stow
 65. and carry), also accommodations for supercargo, if carried, shall be at the charterers' disposal, reserving only proper and
 66. sufficient space for Ship's officers, crew, tackle, apparel, furniture, provisions, stores and fuel.
67. **8.** That the captain shall prosecute his voyages with the utmost despatch, and shall render all customary assistance
 68. with ship's crew and boats. The captain (although appointed by the Owners), shall be under the orders and direction
 69. of the charterers as regards employment and agency; and charterers are to load, stow, trim, tally and discharge the cargo at
 70. their expense under the supervision of the captain, who is sign Mates receipt for cargo as presented, in conformity with
 71. charterers appointed survey report without prejudice to this C/P. Charterers indemnifying owners against all consequences
 72. by Master signing the Bills of lading.
73. **9.** That if the charterers shall have reason to be dissatisfied with the conduct of the captain, officers, or engineers, the
 74. owners shall on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the
 75. appointments.
76. **10.** That the Charterers shall have permission to appoint a Supercargo, who shall accompany the vessel and see that
 77. voyages are prosecuted with the utmost despatch. He is to be furnished with free accommodation, and same fare as

78. provided for captains table, charterers paying at the rate of Rs.30/- or USD per day. Owners to victual pilots
 79. and customs officers, when authorized by charterers or their agents, charterers paying at the rate of Rs.15/- or USD.....
 80. per meal, for all such victualling.
81. **11.** That the charterers shall furnish the captain from time to time with all requisite instructions and sailing
 82. directions, in writing, and the captain shall keep a full and correct log of the voyage or voyages, which are to be
 83. patent to the charterers or their agents, and furnish the charterers, their agents or supercargo, when required, with a
 84. true copy of daily logs, showing the course of the vessel and distance run and the consumption of fuel.
85. **12.** That the captain shall use diligence in caring for the ventilation of the cargo.
86. **13.** That if required by charterers, time not to commence before(date).....(time) of delivery and
 87. should vessel not have been delivered before the last day of the required lay days, charterers or their agents to have the
 88. option of canceling this charter. [Also see clause 37 (a) & (b)].
89. **14.** That in the event of the loss of time from deficiency, negligence and default of men or stores, fire, breakdown or
 90. damages to hull, machinery or equipment grounding, detention by average accidents to ship or cargo, dry docking for the
 91. purpose of examination or painting bottom, or by any other cause preventing the full working of the vessel, the payment of
 92. 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
 93. part of her hull, machinery or equipment, the time lost until the vessel has returned to the same or equivalent position (refer
 94. also to clauses 32,37, 45 & 80) and the cost of any extra fuel consumed in consequence thereof, and all extra expenses
 95. shall be deducted from the hire.
96. **15.** That should the vessel be lost, unable to perform due to breakdown or withdrawn or terminated due to Owner's fault
 97. money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the
 98. charterers at once. The act of God, enemies, fire, restraint of Princes, Rulers and People, and all dangers and accidents of
 99. the Seas, Rivers, Machinery, Boilers and Steam Navigation, and errors of Navigation throughout this Charter Party, always
 100. mutually excepted. The vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels
 101. in distress, and to deviate for the purpose of saving life and property.
102. **16.** That should any dispute arise between Owners and the charterers, the matter in dispute shall be referred to three
 103. arbitrators who shall be based at Chennai, one Arbitrator to be appointed by each of the parties hereto, and the third
 104. arbitrator by the two so chosen, their decision or that of any two of them, shall be final, and for the purpose of enforcing
 105. any award, this agreement may be made a rule of the Court. The Arbitrator shall be commercial men. The venue of
 106. arbitration shall only be at Chennai.
107. **17.** That the Owners shall have a lien upon all cargoes, and all sub-freights for any amounts due under this charter,
 108. including General Average contributions, and the charterers to have a lien on ship for all monies paid in advance and not
 109. earned, and any, overpaid hire or excess deposit to be returned at once. Charterers will not suffer, nor permit to be
 110. continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest
 111. of the owners in the vessel.
112. **18.** That all derelicts and salvage shall be for owners' and charterers' equal benefit after deducting owners' and charterers'
 113. expenses and crew's proportion. General average shall be adjusted, stated and settled in India according to Rules 1 to 15
 114. inclusive 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1974 and any amendments there to provisions as to
 115. general average in accordance with the above are to be included in all bills of lading issued hereunder.
116. **19.** Fuel used by the vessel while off hire, also for cooking, condensing water, or for grates and stoves to be agreed to as
 117. to quantity, and the cost of replacing same, to be borne by the Owners / reimbursed by the Charterers and the Charterers
 118. entitled to deduct from Charter hire or from any sum payable to Owners

119. **20.** Owners shall maintain the equipment / Machinery of the ship as fitted as per description clause 50 also
 120. slings and blocks as on Board.
 121. Owners also to provide on the vessel lights for night work, and vessel to give use of electric light when so fitted.
122. **21.** Vessel to work night and day, if required by Charterers, and all equipments to be at Charterers disposal
 123. during loading and discharging,
124. **22.** It is also mutually agreed that this Charter is subject to Paramount clause, Both to Blame clause and New Jason clause
 125. as reflected in the Bill of lading as under :-
126. **(a)** All terms and conditions, liberties and exceptions of the Charter party, dated as per the B/L, are herewith incorporated,
 127. including Arbitration Clause. The carrier in no case be responsible for loss of or damage to cargo arisen prior to loading
 128. and after discharging.
129. **(b) Paramount Clause :-**
130. The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of lading,
 131. dated Brussels, the 25th August, 1924, as enacted in the country of shipment shall apply to the contract. When no such
 132. enactment is in force in the country of shipments, the corresponding legislation of the country of destination shall apply,
 133. but in respect of shipments to which no such enactments are compulsorily applicable, the said Convention shall apply.
134. **(c)** In trades where the International Brussels Convention 1924, as amended by the Protocol signed at Brussels on February
 135. 23rd 1968 – The Hague – Visby Rules applies compulsorily, the provisions of the respective legislation shall prevail. The
 136. carrier takes all reservations possible under such applicable legislation, relating to the period before loading and after
 137. discharging and while the goods are in the charge of another Carrier and to deck cargo and live animals.
138. **(d)** The Provisions of any Legislation relating to the carriage of goods by Sea incorporating the rules relating to Bills of
 139. Lading contained in the said International Convention and Compulsorily applicable to the contract of carriage herein
 140. contained shall be deemed to be incorporated herein but nothing herein contained shall be deemed a surrender by the carrier
 141. 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
 142. be repugnant to any extent to any legislation by this clause incorporated, such term shall be void to that extent, but no
 143. further, nothing in this Bill of Lading shall operate to limit or deprive the carrier of any statutory protection or exemption
 144. from, or limitation of liability.
145. **(e)** General Average shall be adjusted, stated and settled according to York – Antwerp Rules, 1974.
146. Cargo contribution to General Average shall be paid to the Owners even when such average is the result, of a fault,
 147. neglect or error of the Master, Pilot or Crew, The Charterers, Shippers and consignees expressly renounce the Netherlands
 148. Code. Art, 700, and the Belgium / Commercial Code, Part II, Art 148.
149. **(f) New Jason Clause,**
150. In the event of accident, danger damage, or disaster before or after the commencement of the voyage, resulting from any
 151. cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not
 152. responsible, by statute contract or otherwise, the goods, Shippers, Consignees or Owners of the goods shall contribute
 153. with the Carrier in the general average to the payment of any sacrifices, losses or expenses of a general average nature
 154. that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.
 155. 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
 156. belonged to strangers. Such deposit as the carriers or his agents may deem sufficient to cover the estimated contribution of
 157. the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees or
 158. Owners of the goods to the Carrier before delivery.
159. **(g) Both-to-Blame Collision Clause,**

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

Clauses 25 to 86 as attached 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 this Charter Party.

NAME

NAME

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

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

Should sign in all pages with seal

ADDITIONAL CLAUSES TO M.V.....
TIME CHARTER PARTY DATED.....

25. At or off ports the vessel's master shall be responsible for and crew shall 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. Opening of hatches, as detailed, described and declared in clause 50 should be completed within 30 mins at load port and 1 hour at discharge port from the time of berthing of the vessel. If all the holds hatches are not opened within 30mins / 1 hour from the time of berthing, the vessel shall be fully off-hired and related bunker consumption and berth hire shall be borne by the owners. If any Hold(s) / Hatch(s) is/are not opened within 30 mins / 1 hour from the time of berthing, the vessel shall be pro-rata off-hired with respective hatch(s)/hold(s). 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 1 hour at load port and 2 hours at discharge 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, etc., shall be borne by the owners and the charterers shall be entitled to recover from the charter hire payment.

(B) Vessel can comply with the new regulations of Paradip port trust, which came in to force **at all times**. Any violations will attract penalties from the port trust which will be to owner's account. (Please see the Annexure: M)

26. 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. The method of calculation for arriving at the quantity of dead freight and cost thereof shall be as follows:-

Dead-freight calculations:

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

2. Bunker consumption for the above voyages

FO MT x Rs. (at current price)

HFHSD MT x Rs. (at current price)

3. Actual port charges levied by the port(s)

Load port = Rs.

Discharge port = Rs.

4. Miscellaneous expenses = Rs.

Total cost (X) = Rs. _____

Total cargo loaded (Y) = mt _____

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

6. Cost to be recovered towards of dead freight = Z x dead freight quantity

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.

27. Owners are obliged to deliver and keep the vessel, her crew and anything pertaining hereto supplied with up to 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 which shall be to Owner's account and the same shall be deducted from charter hire dues.

28. Vessel not to carry solid ballast.

29. 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 FO & 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. 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 PSC charter immediately after completion of the previous PSC 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.

(ii) 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 subclause (iii).

(iv) 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.

(v). 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.

(vi) 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 that 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 complaint with the new sulphur content cap regulations.

30. Owners 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 (Copy of policy to be submitted).

31. 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.

32. 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 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 Charterers option, be added to the time charter period.

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 Charterers nominated load berth. (Also See Clause 14 & 67). 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, PSC's nominated surveyor to carry out the Joint survey for redelivery / delivery. The survey time / expenses are to be borne fully by the owners but 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.

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 (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 due to under performance by port Authorities shall be to owners account. In such cases, bunker consumption, pilotage, berth hire etc., shall be to Owners account and the same shall be deducted from charter hire dues. After re-commencing cargo work and if the vessels 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. (charterers shall submit the calculation of recoveries, please refer clauses 14 & 45 also)

At the load / discharge port, in the event of any extended stay of the vessel resulting in no cargo work and necessitated due to 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.

33. Vessel's holds to be thoroughly swept-clean to Charterers or their Agents full satisfaction before delivery at Owners time and expense. At redelivery, vessel's holds to be thoroughly swept-clean to Owners or their Agents full satisfaction at Charterers 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 owners time and expense.

34. 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 bunker consumption, berth hire, pilot cancellation charges shall be to Owner's account.

35. Not with standing 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-P 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.

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

37. 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 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 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 be entitled to recover the following:-
 - (i) The cost of remaining on board (ROB) bunkers before submission of the port clearance to the Master.
 - (ii) 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.

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 (APS). If the owners fail to deliver the vessel within the lay days, the charterers reserves the right of termination of charter, however if the charterers and owners mutually agree, in the event of delay in delivery of the vessel, the charterer reserves the right to the period of delay beyond the lay days. And such extension of period shall be paid at 50% of charter hire.**

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 PSC 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. If the vessel fails to load at the rates mentioned in clause 10, the owners shall be liable to compensate the charterers as per clause 44 of the charter party.

38. Owners warrant that the vessel is self-trimming, suitable for loading coal through shore conveyor system at the load port of Paradip / Dhamra / Kakinada and discharging the same by shore gantry cranes fitted with grabs at Ennore.

39. 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.

40. 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. 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 records to certify that they have not claimed any amount from Insurance for the particular damage.

41. 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.

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

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

44. Compensation for non adherence to loading rate:

When the agreed loading rate (under clause 7 of Section – VII of the tender terms and condition) is not achieved by ship owners, the excess time taken - excluding the delay caused on account of shore delays / adverse weather / 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.

45. Should the vessel be incapacitated or unable to discharge the cargo in part or fully due to breakdown of 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 period from RFA previous discharge port to RFA next discharge port
..... Days Hours Minutes x charter hire per day

2. Bunker consumption for the above voyages
FO MT x Rs..... (at current price)
HFHSD MT x Rs..... (at current price)

3. Actual port charges levied by the port(s)
Load port = Rs.
Discharge port = Rs.

4. Miscellaneous expenses = Rs.

Total cost (X) = Rs.

Total cargo loaded incl. overcarried cargo (Y) = mt

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

$$6. \text{ Cost to be recovered towards over carried cargo} = Z \times \text{Over carried qty}$$

46. 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.

47. 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.

48. 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.

49. Owners to supply Deratization 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. However, time and cost of fumigation on account of cargo carried to be for Charterers' account.

50. VESSEL DESCRIPTION:

General	
Name of Vessel	
Owners / Disponent owners	
Signal letters / Sat-C, ID. No.	
Official No. / Port of Registry/ Flag	
Place and year of Built	Month Year
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		
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.
Full Ballast Draught (WBT's only)	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		
No.7 hatch		
No.8 hatch		
No.9 hatch		
Total grain capacity		
Size of Hatch (LXB)	Mtrs.	Ft.
No.1		
No.2		
No.3		
No.4		
No.5		
No.6		
No.7		
No.8		
No.9		

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		
Tonnage / deadweight		
Gross Tonnage		
Net Tonnage		
Deadweight at Summer & Tropical draught		
T.P.C & F.W.A		
Quantity of coal loadable at the following draughts after taking into account FO 400 mt, HFHSD 60 mt, FW 200 mt & declared Constant:-		
1) 13.00 mtrs draught SW-	mt	Free Board mtrs
2) 13.50 mtrs draught SW-	mt	- do -
3) 14.00 mtrs draught SW-	mt	- do -
4) 14.50 mtrs draught SW-	mt	- do -
5) mtrs summer draught SW-	mt	- do -
6) mtrs tropical draught SW-	mt	- do -
Quantity of unpumpable bunkers out of ROB FO 400 mt & HFHSD 60 mt – FO.....mt & HFHSD.....mt.		
Propulsion Main Engine : Make / Type Main Engine : Service output / RPM Main Engine: Specific Fuel Consumption at Service output Daily FO / HFHSD consumption while steaming at service output at economical speed knots Daily FO / HFHSD consumption while steaming at maximum safe speed of knots		

Daily FO / HFHSD consumption in port		
Fuel consumption for maneuvering in port to & fro (if no anchorage period envisaged) a. Sandheads fairway buoy to Haldia b. Paradip fairway buoy to Paradip c. Dhamra fairway buoy to Dhamra d. Kakinada fairway buoy to Kakinada e. Ennore fairway buoy to Ennore	FO	HFHSD
Fresh water capacity ----- tons with a daily consumption of approximately ----- tons		
Make, type and Number of Generator Engines and HP of each		
Whether vessel has fresh water generator, if so daily output capacity		
Time required for ballasting / de-ballasting	Hrs	
a. Including heavy weather ballast b. Excluding heavy weather ballast c. Including normal weather ballast d. Excluding normal weather ballast		
Vessel last dry-docked	From..... To..... at.....	
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		

51. Speed of vessel:

Speed of the vessels should be Economical Speed Minimum 12 Knots (Both Laden and Ballast) at service output with most economical fuel consumption. The maximum safe speed of the vessel shall also be mentioned in the tender.

52. Fuel Consumption:

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.

53.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 engaged by PSC. The charges of ocean route shall be on owners account and the same will be recovered from the charter hire payment. The charterer undertakes to give the copy of the report of ocean route report to owner.

(ii) 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 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.

54.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 FO 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):

(a) 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.

(b) 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.

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

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

(d) 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.

(iii) Recovery for excess bunker consumption:

The cost of excess bunker consumed for leg to leg basis as per (A) either FO or HFHSD or both shall be compared correspondingly with the cost of excess bunker consumed for one round voyage basis as per (B) either FO 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 FO against HFHSD and vice-versa on value basis in excess bunker consumption calculations.

55. 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.

56. 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, charterers 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.

57. 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.

58. 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.

59. Taxes, levies, charges, duties, royalties 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.

60. Not with standing 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.

61. 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 M.V. ----- Charterers to be responsible for repairs at their time and cost subject to compliance of the procedures stipulated in Clause 40 by the Master. 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 M.V. -----
62. 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.
63. 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.
64. Extra premium on insurance of vessel, if any, for coal carried to be on Owner's account.
65. 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 owners Account.
66. Any extra war risk, over present rate and / or difficulty imposed through war bonus to be for Charterers account.
67. DELIVERY / REDELIVERY: The vessel shall be delivered to the Charterers at Arrival Pilot Station (APS) at charterers nominated load port Paradip / Dhamra / Kakinada at any time day and night, Sundays and Holidays included, however port closed holidays are excluded. The cost for inward pilotage and conversion into costal status cost and times shall be borne by the owners. Charterers shall redeliver the vessel in coastal status to the Owners at berth at Ennore at choption any time day and night, Sundays and Holidays included. (ATDSHINC).
- 68.a) Charterers shall have the right to retain 30 days of the last 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 60 days after the completion of the charter.

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.

69. Ship owners owning vessels which are sisters of the vessel performing under this C/P are required to nominate a sister vessel whilst tendering 30 days notice of withdrawal for annual repairs/dry docking. 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 Charterers nominated load berth. However, if a gap is inevitable, the Charterers reserve the right to extend the charter period equivalent to the number of days the Charterer was without a vessel. The ship owners shall make every endeavor to ensure that the first available sister vessel falling free in India shall be nominated as substitute in order to reduce the gap.
70. (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.

71. 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.
72. 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.
73. 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 loading calculation submitted by the Master on arrival at the load port compared with the quantities declared at the time of offer / recap. 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.
74. At discharge ports vessel is required to permit placement of front end loaders on board and allow such front end loaders to work on board under the supervision of stevedores and Master.
75. In all cases of damages arising to 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.
76. Vessels 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.
77. If ordered to proceed between ports at maximum speed, consistent safety, Master should comply with Charterers instruction.
78. 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.

79. The Owner and the vessel should be in possession of valid DOC certificate and 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.

80. 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 censure 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.

81. 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 PSC's employment to another Charterer.

82. 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.

83. If the vessel is entering PSC 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 PSC's agent at the delivery port without any payment from PSC. Also the Owners must submit a copy of invoices for last supported bunkers to the vessel at a Foreign Port.

84. Any other information required by Charterers must be furnished as and when required.

85. Security Deposit :

- a) The Security deposit for a guarantee of the tenderer's performance of the contract for Rs.....(5% of finalised tender value for the firm period) should be paid by the successful tenderer before signing the Charter Party Agreement.
- b) The security deposit will not carry any interest.
- c) The deposit being in the form of electronic mode of payment or in the form of Demand Draft/Banker's cheque, or irrevocable Bank Guarantee in an approved form.
Security Deposit will be returned to the tenderer after successful completion of contract and redelivery of the vessel.

86. All Terms and Conditions of tender / offer shall form part of this agreement.

NAME

NAME

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

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

Signature with seal

Sign in all pages with seal

TECHNICAL DETAILS (Draft CP continuation)LAY DAYS: 25.04.2025 to 15.05.2025.

Vessel name		Month & year of built		Owners name		GRT / NRT / DWT	LOA / beam mtrs.	No. of Hatches
		MONTH	YEAR					
Cargo loadable at 13.0/13.5 / 14.0 / 14.5 mtr. Summer & tropical draft						Validity of offer	Last dry docking done	Due for next dry docking
13.0	13.5	14.0	14.5	Summer draft	Tropical draft			
Bunker consumption								
Economical Speed Minimum 12 knots (Both Laden and Ballast) / consumption						In Port		
		F.O		HFHSD		F.O		HFHSD
A) Ballast								
B) Laden								
On Maximum Safe speed atknots/consumption								
A) Ballast								
B) Laden								
Harbour steaming consumption (if no anchorage period envisaged)								
To and fro Sandheads fairway buoy to Haldia		To and fro Paradip fairway buoy to Paradip		To and fro Dhamra fairway buoy to Dhamra		To and fro Kakinada fairway buoy to Kakinada		To and fro Ennore fairway buoy to Ennore
F.O	HFHSD	F.O	HFHSD	F.O	HFHSD	F.O	HFHSD	F.O HFHSD

Signature with seal

ANNEXURE F

CERTIFICATE REGARDING ACCEPTANCE OF NO DEVIATIONS

(On the letter head of the Bidder)

Ref No:..... Date:.....

To

The General manager (Operation)
Poompuhar Shipping Corporation Ltd.,
692, MHU Complex,
Nandanam, Chennai-35.

Dear Sir,

Sub: Tender specification No. PSC/ CHARTERING/004/2024-25., DATED: 20.03.2025

- a) With ref to our bid for the vessel 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/ clarifications / addendums/errata/corrigendum(If any) issued by the tender inviting authority prior to opening of technical Bid and the same has been taken into consideration while making our technical Bid & Price Bid and we declare that we have not taken any deviation in this regard.
- b) We further confirm that any deviation or additional condition etc., or any mention, contrary to Bidding Documents and its amendments/ clarifications/addendum/Errata/ corrigendum(If any) as mentioned at above (i) found anywhere in our technical Bid or Price Bid , implicate or explicit shall stand unconditionally with drawn, without any cost implication whatsoever to tender inviting authority, failing which the EMD shall be forfeited.

Place:

Signature.....

Date:

Name.....

Designation with seal.

ANNEXURE G
PROCESS COMPLIANCE STATEMENT
(on company letter head)

Bidding to be held:

TENDER SPECIFICATION NO: PSC/CHARTERING /004/2024-25, DATED 20.03.2025

Name of the organization:

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

- a) We will not divulge either our bids or those of other bidders to any other external party.
- b) 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.
- c) We agree that all times mentioned for the e-tender event are as per NIC server Time base on IST.
- d) Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs will not be the responsibility of PSC/NIC.
- e) Based on the competitive quotes received, PSC 's decision will be final and binding on us.
- f) Our participation in a bid event is by invitation from PSC.
- g) PSC is not obliged to place the contract if the expected price of the event is not met, PSC will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
- h) Bids once finally submitted cannot be withdrawn or modified under any circumstances.
- i) PSC can decide to extend , reschedule or cancel the E-Tender.
- j) Bids cannot be altered after submission.
- k) We shall indemnify and hold PSC/NIC, its and their successor 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.
- l) PSC/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 all kind, including (without limitations) compensatory, direct, indirect or consequential damages and claims of third parties.

m) PSC/NIC will not be liable and responsible in any manner whatsoever for failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attract problem with PC, any other unforeseen circumstances etc., before or during the e-tender events.

n) Validity: The bidders should keep their bids valid till completion of laydays from the date of technical bid opening. No bidder is permitted to withdraw his quoted rate within the validity period. IN case of withdrawal of offer, the EMD will be forfeited and PSC may claim additional expenses, if any incurred, from the bidder due to withdrawal of offer by him.

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

Place:

Date:

Signature

Name and Designation

Stamp/seal

ANNEXURE –H

UNDERTAKING FOR LOADING AND DISCHARGING RATE

(On company letter head)

Date:

To
Poompuhar Shipping Corporation Ltd.,
692, Anna Salai,
4th Floor,
Nandanam,
Chennai – 600 035.

This is to certify that the vessel M.V. owned by M/s.....is capable of loading thermal coal from all the coal berths located at the load port Haldia, Paradip / Dhamra / Kakinada and be discharged at Ennore.

The Tenderers should confirm clearly that his vessel is suitable for loading at the coal berth at Haldia, Paradip / Dhamra / Kakinada/ through mechanical shore facilities and also suitable for discharging the same at the coal berths at Ennore.

In the event the vessel after berthing at Ennore is found incapable of discharging the cargo due to technical deficiencies, Owners will bear all the cost, consequences and expenses as decided by Charterer's Principals M/s. NTECL.

Thanking you,

Yours faithfully,

for
(Sd.)

Place : (Name)

Date : (Designation)

Seal of the Shipping
Company / Corporation.

ANNEXURE – I**E-TENDER FORM**

To

The General manager (Operation)
Poompuhar Shipping Corporation Ltd.,
692, MHU Complex,
Nandanam, Chennai-35.

Dear Sir,

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

Yours faithfully,

(SIGNATURE OF THE OWNER/DISPONENT
OWNER OF THE OFFERED VESSEL)

PLACE:
DATE:

DESIGNATION:

SEAL:

ANNEXURE- J

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 GENERAL MANAGER (FINANCE), PSC.

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 PSC 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 PSC failing which PSC may take appropriate action.

Signature of Owner/disponent Owner Company with 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.

ANNEXURE – K

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT :

DEED OF GUARANTEE made on

this.....

.....by the Bank of (here in after called the bank) to and in favour of the Poompuhar Shipping Corporation Limited.,692, Anna Salai, MHU Complex, IV the floor, Nandanam, Chennai-35., represented by the General Manager (Operation) (hereinafter called the Charterer).

WHEREAS in accordance with Invitation for Bids under the Tender Document No: PSC/CHARTERING/004/2024-25 Dated 20.03.2025

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 PSC/CHARTERING/004/2024-25 Dated 20.03.2025 for offering the vessel M.V.....

Under time charter.

AND WHEREAS in accordance with the terms of the Tender Document No. tender PSC/CHARTERING/004/2024-25 Dated 20.03.2025, the vessel owner/disponent owner has to pay a sum of Rs/USD.....(Rupees/US Dollar

..... Only) as Security 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 Security 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 Security Deposit mentioned in the Tender Document No. tender PSC/CHARTERING/004/2024-25 Dated 20.03.2025

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 Security 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 Security Deposit mentioned in the Tender Document No. PSC/CHARTERING/004/2024-25 Dated 20.03.2025 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. tender PSC/CHARTERING/004/2024-25 Dated 20.03.2025.

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 -L

ANNEXURE - 'E'



भारत सरकार
GOVERNMENT OF INDIA
पोत परिवहन मंत्रालय
MINISTRY OF SHIPPING

नीयटन महाविदेसालय
DIRECTORATE GENERAL OF SHIPPING

Telephone : 2613651-54
Fax : 91-22-2613655
Gram : Degeship
E-Mail : dgship@dgshipping.com

"जहाज भवन" / "JAHAZ BHAVAN"
रामचंद्र हीराचंद मार्ग,
WALCHAND HIRACHAND MARG,
मुंबई/MUMBAI-400 001.

टेलीफोन : 2613651-54
फैक्स : 91-22-2613655
ग्राहक : डीजीशिप
वेबसाइट : www.dgshipping.com

सं. No. : SD-9/CHRT(82)/97-II.

दिनांक / Dated :
08.11.2002

To,
All Indian Exporters/Importers
All Chambers of Commerce
All Indian Shipping Companies
Indian National Shipowners' Association, Mumbai
Indian Coastal Conference, Mumbai

SUBJECT :- Guidelines for chartering of foreign flag vessels.

Sir,

In supersession of our letter of even number dated 28.3.2000 forwarding therewith a copy of the Guidelines for chartering of foreign flag vessels and further amendments issued from time to time on the subject, I am to forward herewith a copy of S.D. Circular-2/2002 dated 8.11.2002 containing the revised Guidelines for information and necessary action. These guidelines are applicable with immediate effect.

Yours faithfully,

(NARESH SALECHA)
Sr. Dy. Director General of Shipping
For Director General of Shipping

Encl :- As above

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

1. 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:

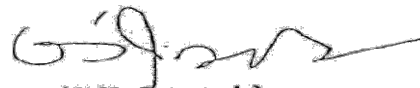
- 6.1 If INSA or any of the Shipping Companies brings to the notice of the D.G. Shipping that a charterer has violated these Guidelines in chartering foreign-flag vessels, the D.G. Shipping after due verification of the complaint shall take appropriate measures to penalize the charterer concerned, as 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

Jahoz 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 (MS 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 CAF-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, 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 or 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)



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).

Amilata Singh
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, Gol (now Ministry of Ports, Shipping and Waterways) on 20.07.2020.
14. Whereas, the Shipping Development Circular No. 02 of 2019 dated 22.03.19, has also been withdrawn by the DG Shipping, Gol on 07.08.2020.
15. Whereas, the Ministry of Shipping (now Ministry of Ports, Shipping and Waterways), Gol, has issued a Notification No. SY-13017/4/2017-SBR dated 23rd October, 2020 on promotion of Make in India initiative- RoFR for Indian built and Indian flagged ships through amendments to Guidelines for chartering of vessels done through tender process for all types of requirements.
16. Whereas, the said Notification of the Ministry dated 23rd October, 2020 provides the manner for exercise of Right of First Refusal.
17. Whereas, the said Notification of the Ministry dated 23rd October, 2020 provides that all vessels flying the flag of India (i.e. registered in India) up to the date of issue of new circular

Shmita Kumar
14/1/21 2

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.

Amitha J 3
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.

Umitesh Singh
14/1/21 4

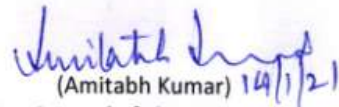
21.3.5. Further, RoFR shall be applicable to all inquiries for in-charter of foreign flagged vessels with in a 20% margin of purchase preference (price band) i.e. the maximum extent to which the price quoted by an Indian Company may be above the L1 for the purpose of purchase preference.

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, GoI.

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 GoI.

To,

1. All stakeholders/All Charterers/Shippers/All Indian Shipping Companies, through the official website of the DGS, GoI.
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. GoI.
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 Delhi- 110011.
8. Secretary, Ministry of Chemicals and Fertilizers, A-Wing Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110011.
9. Secretary, Ministry of Steel, Udyog Bhawan, Dr. Maulana Azad Road, New Delhi,110011.
10. Secretary, Ministry of Home Affairs, North Block, Central Secretariat, New Delhi,110001.

Sign in all pages with seal



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

DGS ORDER

on Age Norms and other Qualitative Parameters w.r.t. vessels

F. No. 16-17011/5/2022-SD-DGS

Dated: 24.02.2023

DGS Order No. 06 of 2023

Sub: Age Norms and other Qualitative Parameters for Registration/operation of Vessels under Indian flag and, the foreign flag vessels required to apply for Licence under Sec 406 & 407 of The Merchant Shipping Act 1958.

The objective of the Merchant Shipping Act, 1958, is to foster the development and ensure the efficient maintenance of Indian mercantile marine in a manner best suited to serve the national interests.

2. The registration, certification, safety and security of Indian ships is a means to achieve the objective of the Merchant Shipping Act, 1958.
3. The quality tonnage is paramount for safe and secure expansion of the maritime sector and to achieve sustainability in ocean governance.
4. The safety of life at sea and ships depends on the quality of tonnage registered under the flag of a country.
5. The IMO has adopted initial strategy for reduction of Green House Gas and to achieve the targets defined by IMO, the vessel need to be transformed to alternate fuel ships and age norms will assist in ensuring gradual phasing out of fossil fuel ships and ushering of alternate/lowcarbon energy efficient ships.
6. The Merchant Shipping Act, 1958, is under review, and once the new legislation is enacted, the rules and conditions for registration shall be reviewed.
7. Whereas the average age of world fleet is on the declining trend, the average age of the Indian tonnage is on the increasing trend over the years.
8. Whereas, the existing guidelines stipulate that no prior technical clearance is required for acquisition of vessels below twenty-five years of age and would be required for vessels of and above twenty-five years of age.

Page 1 of 8

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

9. Whereas, there is a need to modernise the Indian fleet, which requires extensive review of the requirements of the registration and operation of the ships, to ensure quality tonnage under Indian flag.

10. Whereas, there is also a need to create a level playing field for Indian ships by applying the requirements for quality tonnage over the foreign flag vessels also which are required to apply for licence under Sec 406 & 407 of Merchant Shipping Act 1958.

11. The matter has been discussed extensively with Indian National Ship-owners Association (INSA), and comments of other stakeholders like ICCSA/ ONGC have been taken. Further, four meetings were held on 18.02.22, 25.03.22, 18.08.22 and 16.12.2022 on the subject matter. Thereafter, a draft of the Order was published on 13.01.2023, for stakeholder's consultation; comments and suggestions from the stakeholders were considered on its merit, towards culmination of this Order.

12. Whereas, this order shall be applicable to all the Indian and foreign flag vessels required to be licenced under Sec 406 & 407 of the MS Act 1958. Accordingly, this order shall also be applicable to vessels granted exemption from licencing under sec 406 & 407 of the Act.

13. Whereas, this order shall not be applicable to Passenger Vessels, FSRU, FPSO, and Drilling/Production units certified under MODU/SPS Code, as applicable.

14. Whereas, the age of the vessel for the purpose of this Order, shall be computed from the "Date of Delivery" as mentioned in the Cargo Ship Safety Construction Certificate or any other Statutory Certificate issued under IMO Convention/Code.

15. Now therefore, in accordance with Section 406, 407 & 456 of the Merchant Shipping Act 1958, read with the notification S.O. No. 3144 dated 17.12.1960 and to meet the objective set out in the preamble of the said Act to ensure efficient maintenance of Indian mercantile marine and to promote acquisition of quality tonnage and enhance the safety of life at sea, the Directorate General of Shipping specifies the following requirements;

Sl. No.	Type of Ships	Application
(1)	(2)	(3)
15.1.	Ships for registration/operation under the Indian flag.	The vessels of type as specified in Column A of the Annexure-I to this Order, shall comply with the requirements stipulated in said Annexure, as made applicable therein.
15.2.	Ships acquired under Indian Controlled Tonnage:	The age and other qualitative parameters, as specified in the Annexure-I shall also apply to vessels of similar kind acquired under 'Indian Controlled Tonnage' regime (put in place vide DGS order 10 of 2014 dated 23.07.2014) carrying coastal cargo or providing services within the Exclusive Economic Zone of India.

15.3	Foreign Flag Ships:	The age and other qualitative parameters, as specified in the said Annexure-I shall also apply to all foreign flag vessels of similar kind requiring licence under Sec 406 and 407 of M S Act 1958, for operating within the Exclusive Economic Zone of India, whether chartered by an Indian entity or otherwise. In such cases the maximum age of the vessel shall be calculated on the date of commencement of service or carriage of cargo, as the case may be.
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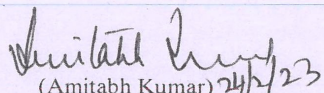
16. The Director General of Shipping reserves the right to dispense with any requirement of this Order on a case to case basis, after considering inputs from INSA, or of any other organisation, as may be deemed appropriate in the prevailing circumstances, in public interest.

17. The requirement specified under this order shall come into force from date of issue of this Order.

18. For the purpose of application of this Order, following would be considered an 'Existing Vessel' on the day of this Order, (a) vessels already registered under the Indian Flag on or before the date of issuance of this Order, and, (b) a vessel for which, a Memorandum of Agreement to acquire had been entered into and at least 10% of the purchase price of the vessel is deposited by the buyer on or before the date of issuance of this Order. Vessels acquired/to be acquired under Indian Control Tonnage regime would also be treated in the same line with Indian Flag vessel.

19. The 'Existing Vessels' regardless of its age on the date of issuance of this Order, affected by the maximum age prescribed in the Order, shall be allowed to operate up to three years from the date of the issue of this Order.

20. Foreign flagged vessels requiring licence under Sec 406 & 407 of the M S Act 1958 and already engaged in charter on the day of this order, shall also be allowed to operate up to three years from the date of the issue of this Order or until the charter period, whichever is earlier.


(Amitabh Kumar) 24/2/23
Director General of Shipping

To,

1. All stakeholders/Ship-owners/Charterers/Shippers/All Indian Shipping Companies through the official website of the DGS, GoI.
2. INSA/ICSSA/FOSMA/MASSA.
3. Indian Ports Association.
4. Indian Private Ports and Terminals Association.

Copy also forwarded for kind information to the:

The Secretary to the Govt. of India, Ministry of Ports, Shipping and Waterways, GoI, Transport Bhawan, I, Sansad marg. New Delhi-110001.

ANNEXURE-I

Age Range		COMPLIANCE REQUIREMENT			Remarks	Conclusion
		Entry into the Flag - New vessel or 2nd hand vessel	Existing vessels			
A	B	C	D	E		
I. OIL TANKERS						
When below 15 years of age	Provided, vessel is Classed with an IACS Member.	No additional condition.				1. Oil Tankers (2nd hand) of 20 years and above age can't be acquired.
When between 15 and 20 years	Provided. (i) vessel is Classed with an IACS Member, and (ii) CAP 1 rating for Hull and CAP 2 for Machinery & cargo systems.	Must obtain: (i) CAP 1 rating for Hull and minimum CAP 2 rating for Machinery and Cargo Systems from an RO of the Gol, at every dry-docking. (CAP ratings as above to be obtained from an RO of the Gol, within 2 years from the date of the circular, and maintained at every dry-docking thereafter)	Withdrawal of GTL in case of non-compliance with conditions in Column C Or Upon vessel attaining 25 years, whichever is earlier.			2. Withdrawal of GTL for all tanker of 25 years of age and above. 3. No relaxation for bunker barges (RSV/ICV)
When, 20 to 25 years of age	not permitted	Must obtain: (i) CAP 1 rating for Hull and minimum CAP 2 rating for Machinery and Cargo Systems from an RO of the Gol, at every dry-docking. (CAP ratings as above to be obtained from an RO of the Gol, within 2 years from the date of the circular, and maintained at every dry-docking thereafter)				

2. BULK CARRIER/GENERAL CARGO VESSELS(Other than Exclusive Cellular Container Vessel)				
When below 15 years of age	Provided, vessel is Classed with an IACS Member.	No additional condition.		1. Bulker/GC vessels (2nd hand) of 20 years and above age cannot be acquired. 2. Withdrawal of GTL for all vessels of age 25 years and above. 3. No relaxation for Mini Bulk Carrier, special type vessels such as Ro-Ro etc.
When between 15 and 20 years	(i) Rightship Inspection or an evaluation by an RO under equivalent rating methodology developed by the DGS.	(i) Rightship Inspection or an evaluation by an RO under equivalent rating methodology developed by the DGS	Withdrawal of GTL in case of non-compliance with conditions in Column C Or Upon vessel attaining 25 years, whichever is earlier.	
When 20 to 25 Years of age	not permitted	In addition to above. (i) Rightship Inspection or an evaluation by an RO under equivalent rating methodology developed by the DGS.		
3. OFFSHORE FLEET (Other than those addressed under this Order)				
When below 15 years of age	Provided, vessel is Classed with an IACS Member.	No additional condition.		1. No 2nd hand acquisition after attaining 20 years of age. 2. Except DP2 for all vessels, Withdrawal of GTL upon attaining 25 years of age. 3. Withdrawal of GTL for DP-2 vessels attaining 30 years of age.
When between 15 and 20 years	Provided, (i) vessel is Classed with an IACS Member, and (ii) OVID inspection or an evaluation by an RO under equivalent rating methodology developed by the DGS	(i) The OVID inspection or an evaluation by an RO under equivalent rating methodology developed by the DGS, to be completed within one year from the date of the circular, and once every year thereafter.	Withdrawal of GTL in case of non-compliance with conditions in Column C Or Upon vessel attaining 25 years, whichever is earlier. (except for vessel fitted with DP2 system).	
When between 20 to 25 Years	Not permitted	Same as above.		
When between 25 to 30 Years	Not Permitted.	Same as above.	Under this category, Only DP 2 vessels are permitted to operate beyond 25 years of age and up to 30 years.	

4. SPECIALISED VESSELS (Diving Support, Geo-technical, Pipe laying, Seismic Survey, Well Simulation, Accommodation Barge) (Note: Applicable for vessels other than those excluded through para 11)				
When below 15 Years of age	Provided, vessel is Classed with an IACS Member.	No additional condition		1. No 2nd hand acquisition after attaining 20 years of age.
When between 15 and 20 years	Provided, (i) vessel is Classed with an IACS Member, and (ii) OVID inspection or an evaluation by an RO under equivalent rating methodology developed by the DGS	(i) OVID inspection or an evaluation by an RO under equivalent rating methodology developed by the DGS within one year of the date of issue of the circular, and every year thereafter.	Withdrawal of GTL in case of non-compliance with conditions in Column C Or Upon vessel attaining 30 years, whichever is earlier.	
When between 20 to 30 years	not permitted	In addition to above, (i) Annual FSI/GI is to be carried out.		
5. FULLY CELLULAR CONTAINER VESSELS AND CEMENT CARRIERS				
Up to 20 years	Provided, vessel is Classed with an IACS Member.	No additional condition.		1. No 2nd hand acquisition after attaining 20 years of age.
20 to 30 years	not permitted.	(i) Annual FSI as per rules.	Withdrawal of GTL upon completion of 30 days in case of non-compliance with conditions in Column C Or Upon vessel attaining 30 years, whichever is earlier.	

6. GAS/CHEMICAL CARRIERS				
When below 20 years of age	Provided, vessel is Classed with an IACS Member.	No additional condition.		
When between 20 and 25 years	Provided: (i) vessel is classed with an IACS member, and (ii) CAP 1 rating for Hull and CAP 2 for machinery and cargo systems from an IACS member.	Must obtain: (i) CAP 1 rating for Hull and CAP 2 for Machinery & cargosystems from an RO of the Gol. (CAP ratings as above to be obtained from an RO of the Gol within 2 years from the date of the circular, and at every dry-docking thereafter.)	Withdrawal of GTL upon completion of 30 days in case of non-compliance with conditions in Column C Or Upon vessel attaining 30 years, whichever is earlier.	1. No 2nd hand acquisition after attaining 20 years of age.
25 to 30 years	Not permitted	Must obtain: (i) CAP 1 rating for Hull and CAP 2 for Machinery & cargosystems from an RO of the Gol. (CAP ratings as above to be obtained from an RO of the Gol within 2 years from the date of the circular, and at every dry-docking thereafter.)		
7. HARBOUR TUGS				
up to 20 years	Provided, vessel is Classed with an IACS Member.	No additional condition.		1. Harbour tug means, tugs operating within harbour/port.
20 to 25 years	Not permitted	Regular Class surveys, DD inspection.		2. No 2nd hand acquisition after attaining 20 years of age.
25 to 30 years	Not permitted	Annual FSI.	Withdrawal of GTL upon completion of 30 days in case of non-compliance with conditions in Column C Or Upon vessel attaining 30 years of age, whichever is earlier.	

8. AHT's & TUGS INVOLVED IN LONG TOW				
up to 20 years	Provided, vessel is Classed with an IACS Member.	No additional condition.	Withdrawal of GTL upon completion of 30 days in case of non-compliance with conditions in Column C Or Upon vessel attaining 25 years of age, whichever is earlier.	1. No 2nd hand acquisition after attaining 20 years of age. 2. GTL to be withdrawn for all existing AHT's/Tow tugs of age above 25 years.
20 to 25 years	Not permitted	(i) TIQ inspection or an evaluation by an RO under equivalent rating methodology developed by the DGS.		
9. DREDGERS				
up to 20 years of age	Provided, vessel is Classed with an IACS Member.	No additional condition.		1. No 2nd hand acquisition after attaining 20 years of age.
20 to 30 years	Not permitted	No additional condition.		2. Inspection done between two successive Annual Survey(AS) shall be equivalent to the scope of AS.
30 to 40 years	Not permitted	(i) Bi annual Class inspection & annual FSI. (i.e., Additional Inspection done between two successive Annual Survey(AS))	Withdrawal of GTL of vessel upon the vessel attaining 40 years of age.	
10. NON-SELF-PROPELLED OCEAN-GOING CARGO CARRYING BARGES (Dumb Barges)				
up to 20 years	Provided, vessel is Classed with an IACS Member.	No additional condition.		
20 to 25 years of age	not permitted	(i) BIQ inspection or an evaluation by an RO under equivalent rating methodology developed by the DGS.	Withdrawal of GTL of vessel upon the vessel attaining 25 years of age.	
11. FOR VESSELS, OTHER THAN ABOVE				
up to 20 years	Provided, vessel is Classed with an IACS Member.	No additional condition.		
20 to 25 years of age	not permitted	(i) Annual Class and FSI.	Withdrawal of GTL of vessel upon the vessel attaining 25 years of age.	



DIRECTORATE GENERAL OF SHIPPING, MUMBAI

CORRIGENDUM-1 TO THE DGS ORDER 06 OF 2023

FNo 16-17011/5/2022-SD-DGS

Dated 01.07.2023

1. Whereas, after extensive consultation with the stakeholders, DGS Order 06 of 2023 on "Age Norms and Other Qualitative Parameters «a Respect to Vessels", was issued on 24.06.2023.

2. Whereas, after the issuance of the DGS Order 06 of 2023 dated 24.02.2023, further representations were made by the ONGC/INSA/ICCSA and other stakeholders on the difficulties being faced by them.

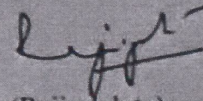
3. Whereas with respect to the problems being faced due to the limited availability of highly specialised vessels, it is decided to amend paragraph 13 of the DGS Order 06 of 2023 as follows:

Whereas this order shall not be applicable to Passenger Vessels, FSRU, FPSO, Highly Specialized vessels (inter alia Heavy Lift Installation Barge, crane barge Pipe laying vessel cable laying vessel, Research Vessel and Pleading Docks) and Drilling/ Production units certified under MODU/SPS Code, as applicable.

4. Whereas, Considering the merit in the submission about the requirement of sufficient time to be given to comply with the qualitative norms, it is decided that in case of new acquisition of a vessel, time till the next dry-dock survey would be given towards obtaining

CAP rating compliance and for obtaining OVID/TIQ/BIQ/Rightship rating six months is given from the date of registry accordingly.

5. The "Annexure -I of the DGS Order 06 of 2023" has been revised and attached with this Corrigendum.



(Rajiv Jalota)
Director General of Shipping,
and Secretary to the Government of India

To,

1. All stakeholders/Ship-owners/Charterers/Shippers/All Indian Shipping Companies through the official website of the DGS, GoI.
2. INSA/ICSSA/FOSMA/MASSA.
3. Indian Ports Association.
4. Indian Private Ports and Terminals Association.

Copy also forwarded for kind information to the:

The Secretary to the Govt. of India, Ministry of Ports, Shipping and Waterways,
GoI, Transport Bhawan, 1, Sansad marg, 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

File No. 16-18011/9/2023-SD – DGS (C.No 22004)

Date: 05.10.2023

ADDENDUM No. 1 TO THE DGS CIRCULAR NO. 02 OF 2021

(SHIPPING DEVELOPMENT)

The DIRECTORATE GENERAL OF SHIPPING,

RECALLING the DGS Circular No. 02 of 2021 (Shipping Development) on “*Guidelines for exercise of right of first Refusal – Grant of Licence to foreign flag vessel*”, dated 14.01.2021.

RECALLING ALSO the Notification (No. SY-1 3017/4/2017-SBR) of the Ministry of Ports Shipping & Waterways’, dated 23.10.2020 on “*Promotion of Make in India initiative- RoFR (Right of First Refusal) for Indian built and Indian flagged ships through amendments to Guidelines for chartering of vessels done through tender process for all types of requirements*”

HAVING CONSIDERED the developments with regards to the permitted shipping operations (such as sale and lease back, purchase, chartering, operations etc.) under The International Financial Services Centres (IFSC), which is the constituted under the International Financial Services Centres Authority Act, 2019.

And also INCORPORATING the provisions of the Notification (No. SY-1 3017/4/2017-SBR) from Ministry of Ports, Shipping & Waterways, dated 20.09.2023 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*”.

Page 1 of 4

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

Based on the above and in exercise of powers conferred under Section 406 and 407 of the Merchant Shipping Act, 1958, the Director General of Shipping, AMENDS parts of the DGS Circular No. 02 of 2023 as set out in this *Addendum*.

1. “Para 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) Indian built, Indian flagged and Indian IFSCA owned,
- (c) Foreign built, Indian flagged and Indian owned,
- (d) Foreign built, Indian flagged and Indian IFSCA owned,
- (e) 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 date of issue (mid night of the date) of new circular by the Director General of Shipping, shall be deemed to be Indian built vessels 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.”

2. This above-mentioned Licencing Condition & Circular will come into force w.e.f. the date of its issuance.
3. This Circular is issued with the Approval of the Director General of Shipping & Additional Secretary to the Govt. of India.

Shitesh Ranjan
05-10-2023

(Shitesh Ranjan)

Ship Surveyor –cum-Deputy Director General of Shipping [Tech./Shipping Development]

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
3. Indian Private Ports and Terminals Association.
4. Shipyard Association of India.
5. E-gov cell of the Directorate General of Shipping

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

ANNEXURE -N

ANNEXURE - G

INFORMATION REGARDING THE PORTS, GANTRY CRANES, COAL DENSITY ETC:-

<u>ITEM</u>	<u>PARADIP</u>	<u>BNNORE</u>
1. Shore crane out-reach	26 mtrs	30 mtrs
2. Available depth at berth	15 mtrs	15 mtrs
3. Maximum permissible draft	14.50 mtrs	14.50 mtrs
4. Rated capacity of ship loader/un-loader	3500 tons per hour / each stream	2000 tons per hour / stream
5. Length of the berth	Max. LOA of vessel is 245 mtrs	Berth no.1 & 2 have a combined length of 558 mtrs
6. Air draft of shore un-loaders	(not available, please check with the port)	25 mtrs

Please note: PSC does not stand guarantee on any of the information indicated above. Shipowner, in their own interest may obtain actual details from the Port Authorities & Terminal Operators, etc. and satisfy themselves.

Bulk density & moisture content of coal to be loaded from Paradip:

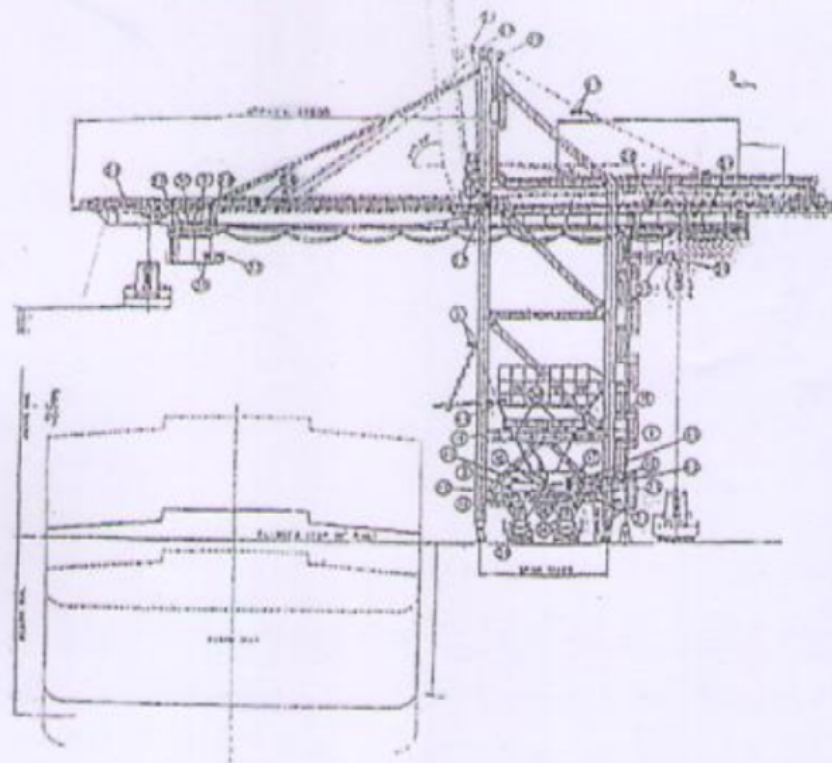
B	: 1.15 TO 1.18 cum / ton	} Moisture content 6 to 8%
C	: 1.04 TO 1.06 cum / ton	
D	: 1.02 cum / ton	
E	: 0.95 to 0.965 cum / ton	
F	: 0.88 to 0.94 cum / ton	

TECHNICAL DETAILS OF SHORE GENTRY CRANES

AT ENNORE/KARAIKAL

NO. OF CRANES: TWO

ANNEXURE - H



- A. Capacity of the Grab - 35 CBM
 B. Dead Weight - 19 MT
 C. Total Hoist Load - 47 MT

D. Size of the Grab

	Length	Breadth	Height (in mm)
Grab in closed position	5000	4350	5800
Grab in open position	6300	4350	6900

E. Operating Length of the Gentry Crane:

It can travel the entire length of berthing, i.e. about 200 Metres

F. The normal operation of the Grab - 25 Metres from the water level.
 Maximum lift - 44 Metres

G. Maximum out reach - 30 Metres

ANNEXURE –O(A)**Additional List of Certificates to be submitted by the Tenderer**

No	Type of Certificate	Valid upto (Date)
1	Certificate of Registry	
2	International Tonnage Certificate	
3	International Load Line Certificate	

ANNEXURE –O(B)**Additional List of Certificates to be submitted by the Tenderer**

No	Type of Certificate	Valid Upto Date
1	Cargo Ship Safety Construction Certificate	
2	Cargo Ship Equipment Certificate	
3	Cargo Ship Safety Radio Certificate	

ANNEXURE –O(C)**Additional List of Certificates to be submitted by the Tenderer**

No	Type of Certificate	Valid Upto Date
1	International oil Pollution Prevention Certificate	
2	Ship station License	
3	De-ratting Certificate	

ANNEXURE –O(D)**Additional List of Certificates to be submitted by the Tenderer**

No	Type of Certificate	Valid upto (Date)
1	Vessel Certificate of Financial responsibility	
2	Safety Management Certificate	
3	Certificate of Classification	

ANNEXURE –O(E)**Additional List of Certificates to be submitted by the Tenderer**

No	Type of Certificate	Valid Upto (Date)
1	Document of Compliance	
2	IMO Crew List (Latest)	
3	Safe Manning Certificate	

ANNEXURE –O(F)**Additional List of Certificates to be submitted by the Tenderer**

No	Type of Certificate	Valid Upto (Date)
1	Registration Certificate from the special Commissioner and Commissioner of Commercial Tax, Chennai-600 005.	
2	Income Tax Certificate for payment of Income tax to the Indian or Foreign country where the ship owners is operating from	
3	Certificate of exemption from the ship owner in case of double taxation avoid agreement	

ANNEXURE –O(G)**Additional List of Certificates to be submitted by the Tenderer**

No	Description
1	Copy of dead weight cum displacement for draughts upto 14.5 mtrs SW onwards as per trim stability booklet certified by class/DG Shipping
2	General Arrangement plan
3.	Speed trial data book
4	P&I Club policy

Sign with seal in All Annexures

ANNEXURE - P

NOTICE FOR WITHDRAWAL

Date :

To
Poompuhar Shipping Corporation Ltd.,
692, Anna Salai.,
4th Floor,
Nandanam,
Chennai – 600 035.

We _____ owner of mv _____ presently in time charter
vide C/P dtd. _____ under clause-35 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 PSC charter on _____, if default in
payment is not rectified on or before _____.

Thanking you,

Yours faithfully,

for
(Sd.)

Place : (Name)

Date : (Designation)

Seal of the Shipping
Company / Corporation.

ANNEXURE – Q

Bill of Lading



Poompuhar Shipping Corporation Limited

(A Government of Tamilnadu Enterprises)
692, Anna Salai, MHU Complex IVth Floor, Nandanam, Chennai - 600 035

BILL OF LADING
to be used for shipments of Thermal coal

Shipper

No

Consigned to order of

Notify address

Vessel

Port of loading

Port of discharge

Number of original Bs/L

Description and weight of cargo

Freight payable as per

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.

Received on Account of freight

Weight, quantity, condition and value unknown.

Freight as arranged

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, any one of which being accomplished the others shall be void.

Place and date of issue Chennai

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 Hague - 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 said 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

Sign in all pages with seal

Annexure R

Upload the Scanned copy of pages 3 to26 of tender book (**PSC /
CHARTERING / 004/ 2024-25., DT. 20.03.2025**) duly signed with seal towards
acceptance of all terms & conditions.

END OF THE DOCUMENT