

## **CORRIGENDUM No.1 Dt.11.03.2019**

### **TO TENDER NO.MMTC/STEEL/C&HC//18-19/IMPORT/GT-001 Dt.07.03.2019**

#### **TERMS AND CONDITIONS FOR SHIPMENT OF THE MATERIALS ON THE BASIS OF CIF (FREE OUT) PARADIP**

The terms and conditions for shipment of the MATERIALS under the Agreement shall be as follows:

##### **1. TYPE OF VESSELS:**

- 1.1. The SELLER shall effect shipments in single-decker, self-trimming type of Handymax / Panamax vessels suitable for bulk discharge with self-discharging gear/cranes fitted with grabs fully automatic requiring no manual operation and capable of maintaining the discharge rates guaranteed by the PURCHASER as per Para 6 hereinbelow. Such vessels shall not normally be over 15 years of age. However, in case of vessels over 15 years of age but not over 20 years of age have to be engaged, the SELLER shall seek prior clearance of the PURCHASER. The holds of each vessel shall be cleaned before loading, to avoid contamination. The vessel nominated to the Purchaser should not carry cargo for any other party than the Purchaser.
- 1.2. If, on arrival of the vessel at the nominated Indian port of discharge, it is considered by the PURCHASER that the grabs are not capable of lifting minimum 8 tonnes of the MATERIALS per grab per cycle as a result of which the vessel may not be capable of maintaining the discharge rates as guaranteed by the PURCHASER as per Para 6 hereinbelow, a joint survey shall be conducted at the port of discharge to investigate and to assess the capacities of the self-discharging gear/cranes/grabs of the vessel and to establish the effective rate of discharge which the vessel is capable of maintaining. The findings of the joint survey shall be final and binding on both the PURCHASER and the SELLER. In case the owner does not participate in the joint survey even after receiving due notice then the report of the independent surveyor shall be binding on the Seller and Purchaser. The survey charges shall be borne and paid for by the SELLER and the PURCHASER in equal proportions.
- 1.3. If, according to the findings of the surveyor, the vessel is not found to be capable of maintaining the discharge rate guaranteed by the PURCHASER for the relevant port of discharge, the effective rate of discharge which the vessel may in fact be found to be capable of maintaining as per the findings of the joint survey shall be recorded in the STATEMENT OF FACTS referred to in Para 7 herein below and the computation of laytime used shall be based on the rate of discharge as assessed by independent marine surveyor, wherever it is less than the discharge rate guaranteed by the PURCHASER for the relevant port of discharge.

- 1.4. Keeping in view the limitations at the port of PARADIP, the SELLER shall ensure that the vessels engaged by them for shipment of the MATERIALS under this Agreement have (a) length overall (LOA) (b) beam length not and (c) arrival draughts (available Water) at PARADIP.

**2. General provisions to be incorporated in the Charter parties governing shipment of the MATERIALS:**

2.1. The SELLER shall ensure that the charter parties governing shipments of the MATERIALS under this Agreement contain, inter-alia, the following provisions:

2.1.1. On sailing and fourteen days prior to vessel's ETA East Coast India, the Master of the vessel shall give advice to the PURCHASER by fax/e-mail. Thereafter, the Master of the Vessel shall telex/cable/fax at intervals of 10 days/7 days/72 hours/24 hours regarding ETA of vessel, to the PURCHASER as well as to the port offices of the PURCHASER.

2.1.2. The SELLER shall arrange for the vessel to bear and pay all port dues/charges (except port unloading charges) tonnage dues, light dues, and other taxes, assessments and charges which are customarily payable at the Indian Port(s) of discharge on or with respect to the vessel (s).

2.1.3. Each vessel shall hold a valid Gear Certificate in conformity with the International Dock Safety Convention, covering the duration of each voyage and confirming that all the gears have been duly tested. The Gear Certificate shall be made available by the Master of vessel to the representative of the PURCHASER for perusal, after the berthing of the vessel.

2.1.4. The SELLER to ensure that the vessel nominated and accepted comply with ISPS code/requirements. Failure on the part of the vessel to comply with the code's requirements and any delay caused by such failures shall be to vessel/ SELLER's account.

2.1.5. The Master of the vessel shall allow on board the vessel the representatives of the independent cargo inspection agency/marine surveyors appointed by the PURCHASER and provide such information/assistance as may be required by them in connection with the performance of their assigned duties.

2.1.6 The Master of the vessel shall provide free use of light on board the vessel as may be required for working the vessel at the port(s) of discharge at all times and in case free of expense to the PURCHASER.

2.1.7. The opening and the closing of the hatches of the vessel shall always be done by the vessel's crew and the cost involved therein and the time used therefore shall be to the account of the vessel even if the vessel is on demurrage.

2.1.8. In the event of the Master of vessel exercising lien on the cargo (i.e. the MATERIALS) for non-payment of freight, extra freight, dead freight, demurrage and the damages for detention of the vessel at the Indian ports) of the discharge, the SELLER shall, on receipt of fax / email intimation from the PURCHASER, take immediate remedial measures and shall cause appropriate instructions being issued to the Master of the vessel to proceed with the discharge of cargo (i.e. the MATERIALS). Any time lost between the receipt of notice of lien by the PURCHASER from the Master of the vessel and the withdrawal of such notice shall be to the account of the vessel.

2.1.9 The overtime of the crew shall be to the account of the vessel unless ordered by the PURCHASER.

2.1.10. As regards damages, if any, caused to the vessel by the PURCHASER'S stevedores, the PURCHASER will be responsible only for the damages caused to the vessel during discharge. In principle, claims for such damages are to be settled directly between the ship-owners and the stevedores. Such claims shall be lodged by the Master

of the vessel on the Stevedores promptly after the damage has been sustained and then confirmed in writing duly supported by Third Party Damage Report prior to vessel's departure from the port of discharge, failing which the claim shall stand absolved and relieved of all responsibility. The Master of the vessel shall get a joint survey conducted with the stevedores to determine the damages sustained to the vessel. The joint survey must be concluded before the departure of the vessel from the port in which the damage took place. The owners must submit their final claim within 60 days of completion of discharge at the port in which the damage took place. Failure to submit final claim within 60 days will debar the claim and relieve stevedores of all responsibility. In the absence of a joint survey, the claim shall stand barred and stevedores shall stand absolved and relieved of all responsibilities.

2.1.11. The time used for grab fixing, gangway placement and draft survey will be on vessels account and time used not to count as laytime even if the vessel is already on demurrage.

2.1.12. Laytime shall not count during rain periods, as mentioned in SOF and on Non Weather Working Days (NWW), declared by the port authorities, even if discharge operation is continued for some part of time unless the vessel is already on demurrage.

### **3. Intimations to be sent by the SELLER to the PURCHASER on nomination of vessels for shipment and on completion of loading of vessels at Loadport:**

3.1. SELLER shall so arrange for each shipment of MATERIALS hereunder to confirm with provisions in Clause 1 of this Agreement and shall nominate each vessel 30 days in advance to the PURCHASER by fax/mail including the following details of the vessel (s) viz. (i) Name of the vessel (ii) flag (iii) Year built (iv) Name and nationality of the shipowners (v) Class (vi) Type (vii) Length overall (viii) Beam Length (ix) Number of hatches/holds (x) Dimensions of hatch openings (xi) Number of cranes and their capacities (xii) Number of crabs and their sizes and liftings capacity per cycle (xiii) Quantity of the MATERIALS proposed to be loaded (xiv) Laydays and ETA of the vessel at the loading port (xv) Demurrage/ Despatch rate. The PURCHASER shall telex/cable to the SELLER within 72 (seventy two) working hours his acceptance or otherwise of the above nomination.

3.2. The SELLER shall consign the vessel (s) to PURCHASER/their Agent(s) at the Indian Port(s) of discharge at customary agency fees payable by the Vessel/Owners to such agent(s).

3.3. Immediately on completion of loading of the materials into the vessel, the SELLER shall give the following details by fax/email to the PURCHASER: (i) Name of the vessel (ii) B/L weight and value of the cargo (iii) Name of the port of shipment (iv) Date and the time of commencement and of completion of loading (v) Date and time of sailing of the vessel from the port of shipment (vi) ETA East Coast India.

### **4. Service of Notice of Readiness for discharge of cargo (i.e. the MATERIALS) by the Master of the Vessel (Master's N/R):**

4.1. Upon arrival of the vessel within the port limits at each port of discharge and in free pratique and after being ready in all respects to discharge the cargo, the Master of the vessel shall serve on the concerned port office(s) of the PURCHASER (referred to in Para 2.1.1 hereinabove) the Notice of Readiness of the vessel to discharge cargo (MASTER'S

N/R) in writing in Business hours between 0930 hours and 1630 hours on working days (Monday to Friday) and between 0930 to 1200 Hours on Saturday

#### **5. Laytime and expected periods:**

5.1. The laytime at discharge port shall commence 24 hours after Master's N/R is served as per clause 4.1 even if used.

5.2. If the turn time at discharge port expires on Saturday afternoons, Sundays, Holidays, the laytime shall commence at 8 A.M. on the next working day, unless used, if used actual time is to count.

5.3. The time taken by the vessel for proceeding from anchorage to the berth shall be treated as transit time and shall be to the account of the vessel, even if the vessel is on demurrage.

5.4. If, after berthing, the vessel is found by the Port Authorities/PURCHASER not ready in all respects to discharge, laytime will not commence until the vessel is in fact ready in all respects to discharge.

5.5. In the event of breakdown of gear/cranes/winches and other equipment of the vessel by reason of disablement or insufficient power etc. the period of such inefficiency shall not count as laytime, irrespective of vessel is on demurrage or not.

5.6. Time lost by reason of any or all of the following causes preventing discharge of the cargo shall not be computed as Laytime unless the vessel is already on demurrage:

5.6.1. War, Rebellion, Tumult, Political disturbances, Insurrection

5.6.2. Lockouts, Strikes, Riots, Civil Commotion

5.6.3. Epidemics, Quarantine, Landslips, Floods, Frost or Snow, boretides, bad weather

5.6.4. Stoppage of work, whether partial or general, by Workmen Longshoremen, Tugboat men or other hands essential to the working of the vessel or discharge of cargo from the vessel

5.6.5. Accidents at the wharf

5.6.6. Intervention of Sanitary, Customs and/or other constituted authorities

5.6.7. Stoppage, whether partial or total, on rivers and canals.

5.6.8. Any other cause beyond the control of the PURCHASER.

#### **6. Guaranteed Discharge Rates:**

6.1. The SELLER shall deliver the MATERIALS free in vessel's holds in one or two safe berths, one safe port(s), reachable on arrival always afloat at the nominated port(s) of discharge

6.2. The SELLER shall provide such Handymax vessels having maximum 5 hatches/holds served by minimum 4 cranes of preferably 30 MT capacity (minimum 25MT capacity) each fitted with grabs of preferably 12 CBM capacity (minimum 8 CBM capacity).

6.3. Subject to the provisions of Para 1.3, Para 5 and 6.2, hereinabove, the PURCHASER shall guarantee discharge rate of 12000 Metric Tonne, SHINC, basis five or more available workable hatches, WEATHER WORKING DAY(WWD) of 24 consecutive hours and prorata for part of WWD, SHINC TERM WILL BE APPLICABLE ONCE VESSEL COMMENCES DISCHARGING.

#### **7. Statement of Facts:**

7.1. Immediately after completion of discharge, and before the sailing of the vessel from the port of discharge, a Statement of Facts shall be made out at the port of discharge duly signed by and distributed amongst (a) Master of the vessel/agents of the vessel at the port of discharge; (b) Agents/Representative, if any, of the SELLER at the port of discharge and (c) Representative of the PURCHASER at the port of discharge.

#### **8. Settlement of Demurrage/Despatch Money Account in respect of each shipment:**

8.1. In the time sheet based on the aforesaid STATEMENT OF FACTS, the computation of Laytime allowed and Laytime used shall be based on the provisions contained in Para 6 and 7 hereinabove. Despatch, if any, shall be calculated on the basis of 'Working time saved'. The rate of Demurrage/Despatch Money shall be **as per Charter Party but not exceeding to USD14550 PDPR HALF DISPATCH** and the same shall be declared at the time of nomination of the vessel. In the case of demurrage, the PURCHASER shall endeavour to remit to the SELLER the agreed amount of Demurrage within about 60 (SIXTY) days from the date of receipt of the claim of the SELLER together with all supporting documents. In the case of Despatch Money, the SELLER shall endeavour to remit to the PURCHASER the agreed amount of Despatch Money within about 60 (SIXTY) days from the date of the claim of the PURCHASER together with the supporting documents. Such claim together with the supporting documents shall be submitted by either party within 45 days from the date of completion of discharge and should be settled on vessel to vessel basis.

FOR AND ON BEHALF OF THE SELLER

FOR AND ON BEHALF OF THE  
PURCHASER

Deputy General Manager (Steel)

Dt.11.03.2019