



Government of Sri Lanka

Ministry of Ports and Shipping

Ceylon Shipping Corporation Ltd. (CSC)

Bidding Document for

**Invitation for Offers for “Time Chartering” or
“Commercial Management” of Vessels Owned by
Ceylon Shipping Corporation Ltd.
(Mv. Ceylon Breeze & Mv. Ceylon Princess)**

**Bid No. IFB No. CSC/2022/T/TC/CB&CP or
IFB No. CSC/2022/T/CM/CB&CP**

The Chairman, Ceylon Shipping Corporation Ltd.,
On behalf of Standing Cabinet Appointed Procurement Committee (SCAPC) for the Bid of
Time Chartering or Commercial Management of CSC two vessels,
Ministry of Ports and Shipping of the Government of Sri Lanka,
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Section 1

1. Terms of Reference (TOR)

1.1 Background

Deployment of CSC vessels

Ceylon Shipping Corporation built 02 dry-bulk carrier ships at Avic Shipyard in China at the carrying capacity of about 60,000 MTs, mainly for the purpose of transportation of coal for Lakvijaya Power Station (LVPS) of Ceylon Electricity Board (CEB) during the period between September to March in the following year. During the South-West monsoon period from March end September ships are deployed in the international Charter market under Commercial Management or Direct Chartering.

CEB requirement of coal for the generation of power

The annual requirement of Coal in the Season 2022/23 is 2.52 million MT +/-10%, which will be carried in around 38 shipments in each parcel size of 60,000 MT +/-10% during the non-monsoon period. Approximately 10 voyages will be completed by CSC owned two vessels Mv. Ceylon Breeze and Mv. Ceylon Princess and the rest will be carried by third party vessels. Mainly coal is supplied from RBCT, South Africa (and Vanino in Russia by third party vessels) and the procurement process of the coal supply is handled by Lanka Coal Company (LCC).

As such CSC two vessels are scheduled to deploy in transportation of coal up to the Puttlam Port anchorage during the period of October 2022 to March 2023.

After completion of the domestic coal transportation the vessels will be deployed in the open charter market until end September 2022 (during the South West monsoon period).

Accordingly the two vessels will be employed under following options during the South West Monsoon period in 2022 after selection of suitable party/parties in a transparent manner following the government tender procedure.

Option 01-Direct charter out of the one or two vessels

Option 02- Charter out of the one or two vessels under a professional Commercial Manager

Commercial Managers provide a host of services to owners apart from securing of cargo, to ensure efficient operation of vessels including Technical advices, continually monitor vessels operations at sea and at the ports, coordinate with the charterers, agents, surveyors and arrange charter hire remittance in time to owners etc throughout the entire contract period.

1.2 Objective

To deploy the vessels during the South West monsoon period (excluding the dry docking period of the two vessels as scheduled) in the international charter market to gain the maximum net revenue to CSC with the optimal vessel utilization. The prospective party will be selected from the above two options i.e direct chartering /Commercial Management.

1.3 Approval given to proceed on proposals

Cabinet of Ministers as per the Cabinet Memorandum no. 16/0038/737/004 dated 05th January 2016 and decision thereon dated 21st January 2021 has granted approval to allow CSC to select Commercial Management /ship broking companies and to allow CSC to act with commercial freedom in securing cargo for the 02 vessels and/or chartering out of 02 ships.

Further CSC is responsible to submit all transactions on post-fixture basis to the Cabinet of Ministers.

1.4 Appointment of Technical Evaluation Committee (TEC)

Department of Public Finance, of General Treasury has appointed Standing Cabinet Appointed Procurement Committee (SCAPC) and Technical Evaluation Committee (TEC) vide their letter reference PFD/INF/P&S/CA/005 dated 22nd November 2021.

1.5 Scope of Work

- a. To invite for offers for Commercial Management/direct chartering from the prospective parties in terms of the provision of International Competitive Bidding (ICB) of the Procurement Guide Lines appropriately.
- b. TEC is entrusted to determine each bidder whether they are complete and substantially responsive to the bidding documents.
- c. TEC also to check whether bid security has been submitted, whether any computational errors have been made, whether the documents have been properly signed.
- d. To evaluate the Bids and make recommendations under the three evaluation steps given in the ITB section 3.

1.6 Criteria for Evaluation

- Compliance with the requirement of TOR
- Bidders should be a registered entity as a Commercial Management Company in Sri Lanka or any other country and be a member of Baltic & International Maritime Council (BIMCO) or the Baltic Exchange , with an experience of at least 03 years in Commercial Management of ships
- Bidders should have had a turnover of at least USD 1. 0 Mn during the last three years
- Bidders should not have been black listed company
- Minimum 03 years company's experience
- Audited Financial Statements for the last three consecutive years (2019-2021)
- Highest net revenue to CSC
- Projected charter income for two vessels
- Any other criteria which will be identified by the TEC

1.7 Reporting

Final evaluation Report of the committee will be submitted to the SCAPC of the Ministry of Ports and Shipping.

Section 2

Invitation for Bids for “Time Chartering” or “Commercial Management” of Mv. Ceylon Breeze & Mv. Ceylon Princess Owned by Ceylon Shipping Corporation Ltd.(IFB)

Date of Issue:29th December, 2021

2.1 Name of Contract:

- (a) Contract for Time Chartering of Mv. Ceylon Breeze & Mv. Ceylon Princess or
(b) Contract for Commercial Management of Mv. Ceylon Breeze & Mv. Ceylon Princess

2.2 Invitation for Bids (IFB) No. (to be mentioned in the Bids appropriately) :

CSC/2022/T/TC/CB&CP or
CSC/2022/T/CM/CB&CP

2.3 Bid Data Sheet (BDS)

Item No.	Data Sheet for Bidding	
i.	Name of the Procurement Entity	Ceylon Shipping Corporation Ltd.
ii.	Address of the Procurement Entity	Chairman, Ceylon Shipping Corporation Ltd. No. 27, MICH Building Sir Razik Fareed Mawatha (formerly Bristol Street) Colombo 00100 Sri Lanka
iii.	Telephone No.	+9411 2329903 +9411 2328772/3
iv.	Telefax. No.	+94112447546
v.	Email Address.	chairman@cscl.lk , cscl@cscl.lk
vi.	Last date & time for applying Clarifications	26th January, 2022 until 3.00 pm local time
vii.	Pre- bid Teleconference	1.00 Pm to 3.00 pm local time on 10th January, 2022 through Virtual Meeting
viii.	Email address for seeking clarifications	dantha@cscl.lk , saman@cscl.lk +94 710215702, +94 71 5656715
ix.	Place at which Bids will be received and opened	Ceylon Shipping Corporation Ltd. Conference Room Third Floor No. 27, MICH Building Sir Razik Fareed Mawatha Colombo 00100, Sri Lanka
x.	Period of receiving / closing of Bids	10.00 am on 8th February, 2022 to 3.00 pm on 9th February, 2022(Sri Lanka Standard Time)
xi.	Bid Opening Time	3.00pm(Sri Lanka Standard Time) on 9th Feb. 2022
xii.	Bid validity period	Up to 26th March , 2022
xiii.	Bid Security	USD 2000/= per ship
xiv.	Date of Validity of Bid Security	Up to 10th April, 2022
xv.	Location of obtaining of Bidding Docs.	CSC's website www.cscl.lk
xvi.	Source Bank for Exchange Rates	Central Bank of Sri Lanka

2.4 Introduction

- (a) Ceylon Shipping Corporation Ltd. (CSC) is the 100% Government Owned National Sea Carrier of Sri Lanka. CSC owned Ultramax type (around 63,300 DWT) 02 dry-bulk vessels namely, Mv. Ceylon breeze & Mv. Ceylon Princess.
- (b) These two ships are deployed in transportation of coal required for the Coal Fired Power Station in Puttlam, Sri Lanka during the period between around end September up to end of April in the following year. During the South West Monsoon period from end-April to end September ships are deployed in the international charter market (hereinafter referred to as the "Season").
- (c) The Bids are invited under two Options (1) for "Direct Time Chartering" and (2) for "Commercial Management."

2.5 Invitation

The Chairman, Standing Cabinet Appointed Procurement Committee (SCAPC) of the Ministry of Ports & Shipping of Sri Lanka, on behalf of CSC invites reputed "Charterers" and "Commercial Management Companies" (hereinafter referred to as the "Bidders" also) to submit their bids on optional basis for "Time Chartering" (IFB No. CSC/2022/T/TC/CB&CP) or "Commercial Management" (IFB No. CSC/2022/T/CM/CB&CP) of one or both ships.

The period shall be for one "Season" during the South West Monsoon period in the year 2022. (April to September or more subject to commercial decision by the CSC Management)

2.6 The Sequence of Bid Evaluation under Two Options ("Time Chartering" or "Commercial Management")

The Bids received under the IFB No. CSC/2022/T/TC/CB&CP for "Time Chartering" and IFB No. CSC/2022/T/CM/CB&CP for "Commercial Management", will be evaluated in that order.

2.7 Submission of Bids

The Bids with the supporting documents addressed as follows shall be submitted by email to password protected email chartcom@csl.lk between 10.00 am on 8th February, 2022 to 3.00 pm on 9th February, 2022 Sri Lanka time.

Chairman

Standing Cabinet Appointed Procurement Committee (SCAPC)

Ministry of Ports & Shipping

No. 19, Chaithya Road, Colombo 00100, Sri Lanka

The Subject of the emails should be "Tender for Time Chartering - IFB No. CSC/2022/T/TC/CB&CP or "Tender for Commercial Management - IFB No. CSC/2022/T/CM/CB&CP , as applicable.

2.8 Late Bids

Bids received after the deadline for submission as stipulated in the Bid Data Sheet (BDS) will not be opened and will be rejected.

2.9 Bid Security

Each Bid shall be accompanied by a Bid Security to the value of USD 2,000/= per vessel. The Bid Security in the form of a Bank Guarantee shall be issued by a bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.

In the event the Bidder is a local party, Bid Security shall be furnished in an equivalent amount in Sri Lanka Rupees converted at LKR/USD (Selling) Exchange Rate published by the Central Bank of Sri Lanka prevailing on the date of issuance of the Bid Security.

In the event the Bidder is a foreign party, a Bid Security shall be a Bank Guarantee issued by a Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka or Bank in another country, but the security "confirmed" by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka. The scan of the original Bid Security "confirmed" by a Bank operating in Sri Lanka and the SWIFT sent to the local Bank by the foreign Bank should be submitted as the evidence of the Bid security with the Bid by email.

The successful Bidder's Bid Security will be discharged upon the Bidder's signing of the Implementation agreement with CSC and the receipt of the first charter hire by CSC in the nominated bank account after delivery of the vessel, in either Option selected by the SCAPC.

The Bid Security may be forfeited:

(a) If a Bidder:

- i) Withdraws its Bid during the period of Bid Validity specified in BDS; or
- ii) Refuses to accept any arithmetical correction necessary in the Bids; or

(b) In case of a successful bidder, if the Bidder fails to sign the "Implementation Agreement" ("Commercial Management Agreement" or "Charter party Agreement", as applicable).

2.10 Opening of Bids

A Combined Password will be input by all the Members of the Bid Opening Committee (including Representatives from the line Ministry) in the email Server only without saving in any of the office computers of CSC, before the commencement of Bid Receiving Period of 05 hours. The Bid Opening Committee Members will input the Combined Password in the same sequence in the Office Computer for opening of the Bids.

Bids shall be opened in the presence of the Bidders or their authorized representative/s who wish to attend, soon after the closing of Bids.

2.11 Language of Bids

The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and CSC, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation. For purposes of interpretation of the Bid, the English

translation shall govern. Any document submitted in another language without accompanying English translation shall not be considered for the evaluation of the bid.

2.12 Cost of Bidding

The bidders shall bear all costs associated with the preparation and submission of its Bid and CSC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process. By participating in the bidding, each Bidder agrees and acknowledges that in no event shall it be entitled to make a claim of any kind against SCAPC, CSC or CSC's officers, employees, or consultants arising out of, relating to, or in any way connected with the Bidder's bid or CSC's consideration thereof.

2.13 Clarification of Bidding Documents

A prospective bidder requiring any clarification of the Bidding Documents may notify CSC in writing or electronically by email CSC's email address indicated in the Bid Data Sheet (BDS). CSC will respond in writing by email to any request for clarification of the Bidding Document, which is received prior to the deadline for submission of Bids as prescribed in the BDS. Written copies of the CSC's responses (including an explanation of the query but without identifying its source) will be posted on the website of CSC for information of any prospective Bidder.

2.14 Amendment of Bidding Documents

At any time prior to the deadline for submission of Bids, CSC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, amend the Bidding Document by issuing an Addendum. Notice of any amendments will be made available in writing and electronically by email to all prospective bidders who have requested clarifications and also will be posted in the website of CSC (www.cscl.lk).

All the Addendums will be part and parcel of the Bidding Documents and Bidders will be binding upon them. Bidders are required to immediately acknowledge receipt of Addendums using the Addenda Receipt provided in Form 5 or any such amendment. It will be assumed that the information contained in Addendums will have been taken into account by the Bidders in their Bids.

2.15 Confidentiality of Bidding

The prices in the Bidder's Bid must be determined independently, without consultation, communication or agreement with any other Bidders or potential Bidders.

The prices that have been quoted in the Bidder's Bid must not and will not knowingly be disclosed by the Bidders directly or indirectly to any other Bidders or potential Bidders prior to the time Bids are due to be closed. Bidders warrant that no attempt have been made directly or indirectly to induce any other persons or firms to submit or not to submit a Bid for the purpose of restricting competition.

The Bidders shall not disclose the Bid Documents to any third party who is not directly related with the preparation of the Bid proposal.

2.16 Basis of Bidding

Bidders may bid for Time Chartering or Commercial Management for one (01) vessel or both (02) vessels. In the both case, the Bidders shall submit two Bids in two Price Offer Forms and two (02) Bid Securities.

2.17 Bid Currency

Charter rate/s shall be quoted in U.S. Dollar (USD).

2.18 Validity of Bids

Bids shall remain valid for a period as specified in BDS. A Bid valid for a shorter period shall be rejected by SCAPC as non-responsive.

In exceptional circumstances, SCAPC may solicit Bidder's consent to an extension of the period of validity of their Bids. The request and responses thereto shall be made in writing by email. If a Bidder accepts to prolong the period of validity, the Bid Security shall also be extended accordingly. Bidders may refuse the request without forfeiting its Bid Security. Any Bidder granting the request will not be permitted to modify their Bid.

2.19 Format and Signing of Bids

The Bidders shall prepare the Bids in the Price offer Form (Form 9) and the Bids shall be typed written or otherwise reproduced in indelible ink and shall be signed by the Bidders or a person or persons duly authorized to bind the Bidders to the Contract. The said authorization shall be indicated by written Power-of-Attorney or Board Resolution accompanying the Bid and submitted as Form 6 to the Bid. All pages of the Bids shall be initialed by the person or persons signing the Bid.

The Bid shall not contain any interlineations, erasures or overwriting except as necessary to correct errors made by the Bidders, in which case such corrections shall be initialed by the person or persons signing the Bid.

2.20 Award of Contract

(a) Acceptability

After negotiations with the Bidder/s, if required, by the SCAPC will determine to its satisfaction whether the Bidder/s selected by the evaluation process as having submitted the responsive Bids, is qualified to satisfactorily perform the Contract (as applicable).

SCAPC reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids at any time prior to the issuance of the letter of award, without thereby incurring any liability to the Bidders or any obligation to inform the Bidders of the grounds for SCAPC's action / decision.

(b) Basis of Award

SCAPC reserves the right to select the option of "Chartering out" or "Commercial Management" for one ship or both ships, depending on the net highest economic benefit that will be accrued to CSC.

(c) Notification of Acceptance and Signing of the Contract

After determining of the successful Bidder/s for two ships in accordance with the “Selection Criteria” used in the respective Bid Evaluation and prior to the expiration of the period of Bid validity, CSC will notify the successful Bidder/s by way of a Letter of Award by email or telefax and to confirm that his / their Bid/s has/have been accepted, subject to signing of a mutually agreed “Implementation Agreement” (“Commercial Management Agreement” or “Charter party Agreement,” as applicable).

In the event that the SCAPC accepts a Bid for direct Contract for “Time Chartering” CSC will send the Bidder/s, the proposed Time Charter Agreement, incorporating all agreements between CSC and the Bidder/s, during any clarifications /negotiations.

In the event that the SCAPC accepts a Bid for “Commercial Management” CSC will send the Bidder/s, the proposed Commercial Management Agreement acceptable to CSC, which will be based on the Draft Commercial Management Agreement submitted by the selected Bidder/s with the Bid, incorporating any agreements between CSC and the Bidder/s during any clarifications / negotiations.

Upon receipt of the Letter of Award and the proposed Draft Implementation Agreement/s, the successful Bidder/s shall enter into Agreement/s with CSC. The date and venue for signing of the Agreement shall be agreed between the CSC and the selected Bidder/s.

Section 3A

Instructions to Bidders for Bidding for the Commercial Management of Mv. Ceylon Breeze & Mv. Ceylon Princess Owned By Ceylon Shipping Corporation Ltd.(ITB) Invitation for Bids (IFB) No. : CSC/2022/T/CM/CB&CP

Date of issue: 29th December, 2021

3A.1 Introduction

- (a) The vessels will be open for time charter deployments under the Commercial Management with the selected Bidder with following approximate delivery laycans to charterers to be narrowed down:
 - i. Mv. Ceylon Princess March, 2022 – September 2022
 - ii. Mv. Ceylon Breeze March, 2022 – September 2022
- (b) Preferred place of delivery: Puttalam port anchorage / Colombo port outer anchorage, Sri Lanka for both vessels
- (c) Preferred redelivery ranges: Mv. Ceylon Breeze - East Africa or West Coast of India
Mv. Ceylon Princess – East Africa or West/East Coast of India
- (d) Period: Commercial Management Contract period will be up to around end September 2022 or more subject to commercial decision by CSC Management (Season).
- (e) Remittance of the first Charter Hire shall be made by the Bidder within 03 banking days after delivery; and subsequent charter hire payments for periods of not less than 15 days each, shall be made always in advance. The charter hire payments shall be made directly to CSC's nominated bank account/s in United States Dollars direct by the Charterer.
- (f) All the bank charges for remittances shall be borne by the Charterer.
- (g) The Bidders shall submit a draft Commercial Management Agreement with the Bid, which should be mutually agreed between CSC and the selected Bidder.
- (h) All the charter contracts shall be subject to signing of mutually agreed charter party agreements as per NYPE93 charter party format as amended with the prospective charterers to be sought by the selected Bidder.
- (i) Time charter Specifications of Mv. Ceylon Breeze and Mv. Ceylon Princess are given in the Annexure 1.
- (j) Sub-chartering may be allowed only with the prior written mutual consent of CSC, at CSC's discretion.

3A.2 Composition of Bidding Documents

This Bidding Document is comprised of following Documents:

- (a) Invitation for Bids (IFB)
- (b) Instructions to Bidders (ITB)
- (c) Annexure 1 : Time charter Specifications of Mv. Ceylon Breeze and Mv. Ceylon Princess
- (d) Form 1: Statement of Bidders
- (e) Form 2: Experience in Commercial Management of Dry-bulk Ships
- (f) Form 3: Summary of References Submitted
- (g) Form 4: Declaration by the Bidders with Regard to Non-Blacklisting / Non-Debarment
- (h) Form 5: Addenda Receipt

- (i) Form 6: Form of Power of Attorney or Board Resolution
- (j) Form 7: Form of Bid
- (k) Form 8: Projected Vessel Deployment Plan/s (submit two Plans for two vessels separately)
- (l) Form 9: Price Offer Form
- (m) Form 10: Specimen Format of Bid Security

3A.3 Eligibility & Qualifications of the Bidders

- (a) The Bidders should be a registered entity as a Commercial Management company in Sri Lanka or any other country and be a member of the Baltic & International Maritime Council (BIMCO) or The Baltic Exchange, with an experience of at least three (03) years in Commercial Management (CM) of ships.
- (b) Bidders should have had a turnover of at least USD 1.0 million during the last three (03) years. Bidders should submit at least 03 Service Letters as References signed by a Director of the client company, for the Commercial Management Services rendered by the Bidders during the last 36 months up to 31st December 2021, indicating minimum of five fixtures made with each client (ship owners), for the ships of Supramax / Ultramax / Panamax dry bulk categories.
- (c) Bidders should not have been blacklisted / de-registered / debarred by any Government Department / Public Sector Undertaking / Private Sector / or any other agency in any country.
- (d) Preferably, bidder will nominate a local agent to represent the bidder.

3A.4 Documents to be submitted by the Bidders

When submitting of Bids the Bidders shall submit the following documents initialed by the person or persons signing the Bid.

- i. Statement of Bidders (Form 1)
- ii. Annual Audited Accounts of the last three years (2019, 2020 and 2021)
- iii. Experience in Commercial Management of Dry-bulk Ships (Form 2)
- iv. Summary of the References Submitted (Form 3)
- v. Undertaking Declaration by the Bidders with Regard to Non-Blacklisting / Non-Debarment (Form 4)
- vi. Addenda Receipt (Form 5)
- vii. Form of Power of Attorney or Board Resolution (Form 6)
- viii. Form of Bid (Form 7)
- ix. Projected Vessel Deployment Plan/s (submit two Plans for two vessels separately) (Form 8)
- x. Price Offer Form (Form 9)
- xi. Draft Commercial Management Agreement proposed by the Bidder (subject to mutual agreement)
- xii. Bid Security and the SWIFT (Form 10)
- xiii. PCA 3 Form (in case of involvement of a local Agent / Broker)

Please note that PCA-3 form is a prescribed form under the Public Contracts Act No.3 of 1987, which specifies the persons required to register with the Registrar of Public Contracts.

This act is available for your reference at

http://www.lawnet.lk/section.php?file=http://www.lawnet.lk/docs/statutes_1956_2006/indexs/Vol2/1987YOVOC3A.html

3A.5 Selection Criteria Used in Bid Evaluation

The competitive parameters and the selection method for choosing the best Bidder are elaborated as follows.

- (a) Minimum of 03 years' of experience.
- (b) Financial Stability shall be evaluated using the Audited Financial Statements for last three consecutive years (2019 to 2021).
- (c) The Bid that generates the highest total net income.
- (d) The Bidders shall submit the projected charter income for two vessels or any one of the two vessels. The projections should include trading areas, prospective cargo to be carried, duration of each prospective charter contract separately, most realistic ballasting periods during the entire duration of Commercial Management contract considering redelivery range etc. (Form 8).
- (e) The SCAPC should be able to satisfy itself that the projected income could be substantiated / supported with reliable charter market indexes such as Baltic Supramax Index / Clarkson Time Charter Index etc.
- (f) Bidder shall quote their remunerations for Commercial Management services. In evaluation of the highest net income to be generated to CSC from the Commercial Management Services as per the Bids offered by the Bidders, all the fees quoted shall be deducted from the projected gross charter hire income.

3A.6 Bid Evaluation

Bids for two ships will be evaluated separately under following evaluation method.

Step-1:

- (a) The Technical Evaluation Committee (TEC) will determine each Bid whether they are complete and substantially responsive to the Bidding Documents. TEC will also determine whether the required Bid Security has been furnished, whether any computational errors have been made, whether the documents have been properly signed and whether the Bids are responsive.
- (b) A Bid determined as not substantially responsive will be rejected by SCAPC and may not subsequently be made responsive by the Bidder/s by correction of the nonconformity. SCAPC may waive any minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such a deviation has been identified by the Bidder and does not prejudice or affect the relative ranking of any Bidder.
- (c) A Bid may be disqualified and excluded from further evaluation for any valid reason including but not limited to, the reasons listed below:
 - i. Receipt of the Bid after the Closing time.
 - ii. Failure to submit all documents, including the supporting documentation or any other clarification or any documents requested within the required time frame.
 - iii. Failure to provide the Bid Security.
 - iv. Willful misrepresentations in the Bid.
 - v. Illegal conduct or attempts to influence the GOSL, CSC, TEC or SCAPC in evaluation of a Bid.

- vi. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures (numerical value), the amount in words will prevail. If the Bidder does not accept the correction of errors, Bid will be rejected.

Step-2:

Bids, which are substantially responsive in accordance with the **Step-1** will be deemed as qualifying for evaluation under **Step-2** for the References from the clients, Commercial Management experience, fixtures of the last 03 years, net income of the Bidders for last 03 years, charter period offered, type of charter, trading areas and intended cargoes.

Step-3:

The Bids, which are substantially responsive under the evaluation criteria in the **Step-2**, will be considered for the Price Evaluation under the **Step-3**.

The Bid, which derives the highest total net income during the entire period (considering the ballasting days) to CSC under each vessel after deducting of Commercial Management Fees will be considered for awarding of the Commercial Management contract/s.

The highest total net income will be calculated by multiplying of the net charter hire per day(after deducting of fees) by the number of time charter days offered (considering the ballasting days), for two ships separately or together.

Section 3B

Instructions to Bidders (Charterers) for Bidding for Time Chartering of Mv. Ceylon Breeze & Mv. Ceylon Princess Owned By Ceylon Shipping Corporation Ltd.(ITB)

Invitation for Bids (IFB) No. : **CSC/2022/T/TC/CB&CP**

Date of issue: 29th December, 2021

3B.1 Introduction

- (a) In this Bidding Document, where the references are made to as the “Charterer” has the same meaning as the “Bidder.”
- (b) The Bidders may bid for one ship or both ships.
- (c) The vessels will be open for time chartering with following approximate delivery laycans to be narrowed down;
- (d) Mv. Ceylon Princess March, 2022 – September 2022
- (e) Mv. Ceylon Breeze March, 2022 – September 2022
- (f) Preferred place of delivery: Puttalam port anchorage / Colombo port outer anchorage, Sri Lanka for both vessels
- (g) Preferred redelivery ranges: Mv. Ceylon Breeze - East Africa or West Coast of India
Mv. Ceylon Princess – East Africa or West/East Coast of India
- (h) Time charter period will be until around end September 2022 or more subject to commercial decision by CSC Management (hereinafter referred to as the “Season”)
- (i) Remittance of the Charter Hire for the first 15 days shall be made by the Bidder within 03 banking days after delivery; and subsequent charter hire payments for periods of not less than 15 days each, shall be made when the payments are due always in advance. The charter hire payments shall be made directly to CSC’s nominated bank account/s in United States Dollars direct by the Charterer.
- (j) All the bank charges for remittances shall be borne by the Charterer.
- (k) Time charter Specifications of Mv. Ceylon Breeze and Mv. Ceylon Princess are given in the Annexure 1.
- (l) Subject to signing of mutually agreed charter party agreements as per NYPE 93 charter party format as amended; and Trading and Cargo Exclusions given in the Annexure 2.
- (m) The competitive parameters and the selection method for choosing the best Bidder are elaborated in Clause 3A5 and 3A6.
- (n) Sub-chartering may be allowed only with the prior written mutual consent of CSC, at CSC’s discretion.

3B.2 Composition of Bidding Documents

This Bidding Document is comprised of following Documents:

- (a) Common Invitation for Bids (IFB)
- (b) Instructions to Bidders (ITB) for CSC/2022/T/TC/CB&CP
- (c) Annexure 1 : Time charter Specifications of Mv. Ceylon Breeze and Mv. Ceylon Princess
- (d) Annexure 2: Trading & Cargo Exclusions
- (e) Form 1: Statement of Bidders
- (f) Form 2: Experience in Ship Chartering & Operations

- (g) Form 3: Summary of References Submitted
- (h) Form 4: Declaration by the Bidders with Regard to Non-Blacklisting / Non-Debarment
- (i) Form 5: Addenda Receipt
- (j) Form 6: Form of Power of Attorney or Board Resolution
- (k) Form 7: Form of Bid
- (l) Form 8: Charter Bid Offer
- (m) Form 9: Specimen Format of Bid Security

3B.3 Eligibility & Qualifications of the Bidders

- (a) The Bidder should be a registered entity as a shipping company in Sri Lanka or any other country and be a member of the Baltic & International Maritime Council (BIMCO) or The Baltic Exchange or any other similar internationally recognized organization acceptable to SCAPC, with an experience of at least three (03) years in chartering and operating of ships in the Supramax / Ultramax / Panamax dry bulk categories.
- (b) Details of at least three fixtures of ships per year chartered by the Bidder during last 03 years up to 31st December, 2021 should be submitted with the details of ships, owners, cargo carried period of charter etc. in the format given as the Form no. 2.
- (c) Bidders should submit at least 03 Service Letters as References signed by a Director of the client ship owning company of good repute for the satisfactory conclusion of charter contracts / services that the Bidder has performed without disputes.
- (d) Bidders should not have been blacklisted / de-registered / debarred by any Government Department / Public Sector Undertaking / Private Sector / or any other agency in any country.
- (e) Preferably, bidder will nominate a local agent to represent the bidder
- (f) Charter rate to be fixed with one rate on time charter basis for the entire duration of the offered period

3B.4 Documents to be submitted by the Bidders

When submitting of Bids the Bidders shall submit the following documents initiated by the person or persons signing the Bid.

- i. Statement of Bidders (Form 1)
- ii. Experience in Ship Chartering & Operations (Form 2)
- iii. Summary of the References Submitted (Form 3)
- iv. Declaration by the Bidders with Regard to Non-Blacklisting / Non-Debarment (Form 4)
- v. Addenda Receipt (Form 5)
- vi. Form of Power of Attorney or Board Resolution (Form 6)
- vii. Form of Bid (Form 7)
- viii. Charter Bid Offer (Form 8A and 8B)
- ix. Bid Security (Form 9) and the SWIFT
- x. PCA 3 Form (in case of involvement of a local Agent / Broker)

Please note that PCA-3 form is a prescribed form under the Public Contracts Act No.3 of 1987, which specifies the persons required to register with the Registrar of Public Contracts. This act is available for your reference at

http://www.lawnet.lk/section.php?file=http://www.lawnet.lk/docs/statutes_1956_2006/indexs/Vol2/1987YOVOC3A.html

3B.5 Selection Criteria Used in Bid Evaluation

- (a) The Bidders shall have a minimum of 03 years' of experience in chartering and operating of ships in the categories of Supramax / Ultramax / Panamax.
- (b) Financial Stability of the company shall be evaluated using the Audited Financial Statements for last three consecutive years (2019 to 2021).
- (c) Re-delivery dates of ships in the Bids offered should not be beyond the domestic re-deployment requirements of ships for CSC mentioned in the IFB.
- (d) The Bid that generates the highest total net hire to CSC from the evaluation for two ships separately will be considered for the award of the Time Charter Contract. The total net hire for each vessel will be calculated as described in Clause 3B 6.

3B.6 Bid Evaluation

Bids for two ships will be evaluated separately under following evaluation method.

Step-1:

- (a) The Technical Evaluation Committee (TEC) will determine each Bid whether they are complete and substantially responsive to the Bidding Documents. TEC will also determine whether the required Bid Security has been furnished, whether any computational errors have been made, whether the documents have been properly signed and whether the Bids are responsive.
- (b) A Bid determined as not substantially responsive will be rejected by SCAPC and may not subsequently be made responsive by the Bidder/s by correction of the nonconformity. SCAPC may waive any minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such a deviation has been identified by the Bidder and does not prejudice or affect the relative ranking of any Bidder.
- (c) A Bid may be disqualified and excluded from further evaluation for any valid reason including but not limited to, the reasons listed below:
 - a. Receipt of the Bid after the Closing time.
 - b. Failure to submit all documents, including the supporting documentation or any other clarification or any documents requested within the required time frame.
 - c. Failure to provide the Bid Security.
 - d. Willful misrepresentations in the Bid.
 - e. Illegal conduct or attempts to influence the GOSL, CSC, TEC or SCAPC in evaluation of a Bid.
 - f. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures (numerical value), the amount in words will prevail. If the Bidder does not accept the correction of errors, Bid will be rejected.

Step-2:

Bids, which are substantially responsive in accordance with the **Step-1** will be deemed as qualifying for evaluation under **Step-2** for the References, experience, fixtures of the last 03 years, net income of the Bidders for last 03 years, charter period offered which should not exceed the specified re-delivery dates, type of charter, trading areas and intended cargoes.

Step-3:

The Bids, which are substantially responsive under the evaluation criteria in the **Step-2**, will be considered for the Price Evaluation under the **Step-3**.

The Bid/s, which derives the highest total net income to CSC for each vessel separately and together after deducting of commissions/ brokerage for the longest period will be considered for awarding of the charter contract/s.

The highest total net income to be generated for CSC will be calculated by multiplying of the net charter hire per day (after deducting of commissions/ brokerage) by the number of time charter days offered, for two ships separately and together in the following manner.

[Time Charter rate per day x charter days – (commissions+ brokerage)= total net hire]

Section 4A
Forms for Bidding - Commercial Management (CM)

Form 1: Statement of Bidders

Items		
1.	- Name of Entity - Acronym (if any): - Former Name of Entity (if any): - Year established under former name (if applicable):	..... ..... .....
2.	Address of Head Office - Street : - P.O. Box (if any): - Postal Code, City, Country: - Telephone No.: - Telefax No.: - Web address:	..... ..... ..... ..... ..... .
3	Names and Details of the Directors/Partners & other key management personnel	..... ..... .....
4.	Contact Person - Name: - Position / Title: - Telephone No.: - Mobile No.: - Telefax No.: - E-Mail address	..... ..... ..... ..... ..... .....
5.	Details of the Local Agent - Name of the firm - Contact Person - Name - Position / Title - Telephone No. - Mobile No.: - Telefax No. - Email address PCA 3 Form if applicable should be submitted. PCA-3 Form is a prescribed Form under the Public Contracts Act No.3 of 1987, which specifies the persons required to register with the Registrar of Public Contracts.	..... ..... ..... ..... ..... ..... .....

5.	Type of Organisation (check one of the spaces): - Individual Owner - Partnership - Private Company - Public Corporation - Joint-Venture - State Enterprise - Other	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6.	Date of Incorporation: Place of Incorporation: Note: attach the Certificate of Incorporation	..... .....
7.	Is this a group /entity formed by its member firms?	(yes) (no)
8.	Is this a parent entity with subsidiaries?	(yes) (no)
9.	In case the Bidders is a joint-venture/Partnership, list here names and address of all members and proportion of their participation: (a) Leading Member (Lead Partner) Other Members: b) c) d) e)	..... ..... ..... ..... .....
10.	Major Business activities	.....
11.	Total annual turnover as per the audited accounts in the last three (3) consecutive financial years in equivalent of USD, as per the minimum qualifying criteria set out in the Clause 3 of the ITB.	2018/2019..... million USD 2019/2020..... million USD 2020/2021..... million USD
12.	Name of Bank / s (indicate separately if there are more than 01 bank): Address: Contacts: - Telephone Number: - Mobile Number: - Telefax Number: - E-Mail:	..... ..... ..... ..... ..... ..... .....

Bidder's Signature.....

Date:.....

Form 2: Experience in Commercial Management of Dry-bulk Ships

(a). How many years has your organization/partnership been in the business of Commercial Management under your/Partnership present business name:

(b). Indicate the number of ships, which were / are under the Commercial Management contracts under the Bidder/Partnership during last 03 years up to 2021. Above Past Commercial Management Contract details should be supported with Reference Letters from the clients. Incase of the Partnership, the Partnership Agreement shall be provided by the Bidder.

Year	Client (ship owner)	No. of Ships	Names of Ships	Period of Commercial Management Contracts from / to	Fixture Details
2019					
2020					
2021					

Bidder's Signature.....

Date:.....

Form 3: Summary of the References Submitted

References, the names and addresses of the client ship owners, whose ships were under the Commercial Management (CM) by the Bidder in the last three (3) years. These References shall be supported by separate letters issued by the Referees addressed to Chairman, SCAPC.

(1) Name of the Firm:
Address:
Contact Name:
Phone/Email:
Number of Ships under the CM by the Bidder from this owner:
Total CM contract period: from..... to
No. of years:.....

(2) Name of the Firm:
Address:
Contact Name:
Phone/Email:
Number of Ships under the CM by the Bidder from this owner:
Total CM contract period: from..... to
No. of years:.....

(3) Name of the Firm:
Address:
Contact Name:
Phone/Email:
Number of Ships under the CM by the Bidder from this owner:
Total CM contract period: from..... to
No. of years:.....

Bidder's Signature.....

Date:.....

Form 4: Declaration by the Bidders with Regard to Non-Blacklisting / Non-Debarment

Undertaking Declaration by the Bidders on Company Letter Head with Regard to Non-Blacklisting / Non-Debarment

To:

Chairman
Standing Cabinet Appointed Procurement Committee (SCAPC)
Ministry of Ports & Shipping
No. 19, Chaithya Road
Colombo 00100
Sri Lanka

We hereby confirm and declare that we,
M/s....., is not blacklisted / de-registered / debarred by any Government Department / Public Sector Undertaking / Private Sector/ or any other agency for which we have Executed / Undertaken the works/ Services during the last 5 years.

For

Bidder's Signature.....
Date:.....

Form 5: Addenda Receipt

Invitation for Bids No:

We, the undersigned hereby acknowledge that the revision, and / or supplemental information and explanation set forth in this Annex have been incorporated into the preparation of our Application and shall be deemed to form a part of the Bidding Documents.

Addendum No.	.....	dated	.....
Addendum No.	.....	dated	.....
Addendum No.	.....	dated	.....
.....

For and on Behalf of

Bidder's Signature.....

Date:.....

Form 6: Form of Power of Attorney or Board Resolution

Note:

The Bidders shall attach a **Power of Attorney**, duly authorised by a Notary Public or a Board Resolution, indicating that the person(s) signing of this Bid have the authority to sign the Bid and that the Bid is binding upon the Bidders during the full period of its validity in accordance with ITB Clause 3A 4.

Form 7: Form of Bid

To: Ceylon Shipping Corporation Ltd.

This document presents response of _____ [Bidder] to the Invitation for Bids No. CSC/2022/T/CM/CB&CP of Ceylon Shipping Corporation Limited (CSC).

This document represents our firm and binding offer to contract with CSC for the Commercial Management of [vessel name/s] in accordance with the Projected Vessel Deployment Plan/s (Form 8) and the Price Offer (Form 9) of our Bid on the terms and conditions specified in the Invitation for Bids and the Instructions to Bidders.

This Offer is valid for the Contract Period in 2022.

If selected for the Award of the Commercial Management Contract of [vessel name/s], we shall be bound to provide the Commercial Management Services for [vessel name/s] pursuant to (a) executed mutually agreed Commercial Management Agreement and (b) our Offer as accepted by CSC as per our Price Offer Form in the Form 09.

We agree to abide by this Form of Bid until2022 and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that all documents submitted with our Bid shall form part of this Form of Bid.

Unless and until the Commercial Management is executed, this Form of Bid, together with CSC's written acceptance thereof, shall constitute a binding Contract between us.

We understand that CSC is not bound to accept the lowest or any other Bid that CSC may receive in this procurement.

* We, as Joint Venture Partners, undertake that our liabilities shall be joint and several.

Bidder:

Company Name : _____

By : _____ (Authorized Signature)

(Please affix company seal here)

Name : _____

Title : _____

Date : _____

* Note: In case of a Joint Venture

Form 08 : Projected Vessel Deployment Plan/s (submit two Plans for two vessels separately)

Voyage No.	Opening		End of Voyage Position		Ballast in days, if any to Place of Delivery	Duration	Prospective Cargo	Trading Area	Charter Hire per Day	Ballast Bonus USD
	Position	Approx. dates	Position	Approx. dates						

Note: Proposal together with market conditions and trends covering for the above period should be submitted.

Name of the Authorized Signatory: _____

Designation: _____

Company/Organization: _____

Company Seal:

Date: _____

Signature: _____

Form 09: Price Offer Form for [vessel name/s]

Tender No.: CSC/2022/T/CB (&/or) CSC/2022/T/CP

We hereby submit our Price Offer as follows for providing of Commercial Management Services;

1. Name of the Bidder:
2. Commercial Management Fees:
3. Other charges, if any:

This offer is irrevocable until 2022 and CSC may accept this offer at any time prior to the date and time indicated in the Form of Bid.

Bidder:

Company Name : _____

By : _____

(Authorized Signature)

Name : _____

Title : _____

Date : _____

Please affix company seal here.

Witnessed by : _____

Name : _____

Title : _____

Witnessed by : _____

Name : _____

Title : _____

Date : _____

Form 10: Specimen Format of Bid Security

[On the letterhead of the issuing bank]

[Date]

Your ref.: Procurement No.:

To:

Ceylon Shipping Corporation Ltd.
No. 27, MICH Building
Sir Razik Fareed Mawatha
Colombo 00100
Sri Lanka

Dear Sirs,

We have been informed that _____ (hereinafter called the "Bidder") is submitting a Bid for Commercial Management of [vessel name/s] owned by Ceylon Shipping Corporation Ltd. in response to your invitation under Invitation for Bids No. CSC/2022/T/CM/CB&CP, and that the conditions of your invitation, which are set out in a document entitled Instructions to Bidders require its Bid to be supported by a Bid security.

At the request of the Bidder, we (name of bank) _____ hereby irrevocably undertake to pay you, the Beneficiary, any sum or sums not exceeding in total the amount of United States Dollars 2,000./= per vessel (say: United States Dollars Two Thousands) upon receipt by us of your first demand in writing and your written statement (in the demand) stating that:

- (a) The Bidder has, without your agreement, withdrawn its Bid after the latest time specified for its submission and before the expiry of its period of validity, or
- (b) The Bidder has refused to accept the correction of errors in its Bid in accordance with such conditions of invitation, or
- (c) Having been notified of acceptance of its Bid during the validity period of bid validity, the Bidder fails or refuses to execute the Commercial Management Agreement.

Your demand and statement must be received by us at this office on or before2022 when this guarantee shall expire and be returned to us.

This guarantee is personal to you and is not assignable. This Bid Security shall be governed by the Laws of Sri Lanka.

Date _____ Signature(s) _____

Section 4B
Forms for Bidding – Time Chartering (TM)

Form 1: Statement of Bidders

Items		
1.	- Name of Entity ; - Acronym (if any): - Former Name of Entity (if any): - Year established under former name (if applicable):	..... ..... ..... .....
2.	Address of Head Office - Street : - P.O. Box (if any): - Postal Code, City, Country: - Telephone No.: - Telefax No.: - Web address:	..... ..... ..... ..... ..... .....
3.	Names and Details of the Directors/Partners & Other Key management personnel	
4.	Contact Person - Name: - Position / Title: - Telephone No.: - Mobile phone No.: - Telefax No.: - E-Mail address:	..... ..... ..... ..... ..... .....
5.	Details of the Local Agent / Broker - Name of the Entity - Contact Person - Name: - Position / Title: - Telephone No.: - Mobile phone No.: - Telefax No.: - E-Mail address: PCA 3 Form if applicable should be submitted. PCA-3 Form is a prescribed Form under the Public Contracts Act No.3 of 1987, which specifies the persons required to register with the Registrar of Public Contracts.	..... ..... ..... ..... ..... ..... ..... .....
6.	Type of Organisation (check one of the spaces): - Individual Owner - Partnership - Private Company - Public Corporation	<div style="border: 1px solid black; width: 30px; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 20px;"></div>

	- Joint-Venture - State Enterprise - Other	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
7.	Date of incorporation: Place of Incorporation: Note: attach the Certificate of Incorporation	..... .....
8.	Is this a group Entity formed by its member Entities?	(yes) (no)	
9.	Is this a parent Entity with subsidiaries?	(yes) (no)	
10.	In case the Bidders is a joint-venture/Partnership, list here names and address of all members and proportion of their participation: (a) Leading Member (Lead Partner) Other Members: b) c) d) e)	..... ..... ..... ..... .....
11.	Total annual turnover as per the audited accounts in the last three (3) consecutive financial years in equivalent of USD, as per the minimum qualifying criteria set out in the Clause 3 of the ITB.	2018/2019..... million USD 2019/2020..... million USD 2020/2021..... million USD	
12	Name of Bank / s (indicate separately if there are more than 01 bank): Address: Contacts: - Telephone Number: - Mobile phone No.: - Telefax Number: - Email:	..... ..... ..... ..... ..... ..... .....

Bidder's Signature.....

Date.....

Form 2 : Experience in Ship Chartering & Operations

Item	Bidder's Response									
1	How many years has your organization/partnership been in the business of ship chartering and operations under your/partnership present business name: Incase of Partnership, the Partnership Agreement shall be provided by the Bidder.									
2	Indicate the number of ships, which were / are chartered / owned / operated by the Bidder/Partnership during last 03 years up to 2021 (refer Clause 3 of the ITB)	Year	Ships Chartered by the Bidder/Partnership				Ships Owned & Operated by the Bidder/Partnership if any			
			Ship Names	IMO No.	DWT (MT)	Period (Months)	Ship Names	IMO No.	DWT (MT)	Period (Months)
		2019	1. 2. 3.				1. 2. 3.			
		2020	1. 2. 3.				1. 2. 3.			
		2021	1. 2. 3.				1. 2. 3.			

Bidder's Signature

Date.....

Form 3: Summary of the References Submitted

References, the names and addresses of the client ship owners, whose ships were time chartered by the Bidder in the last three (3) years. These References shall be supported by separate letters issued by the Referees addressed to Chairman, SCAPC.

(1) Name of the Entity:
Address:
Contact Name:
Phone/Email:
Number of Ships chartered by the Bidder from this owner:
Total charter contract period: from..... to
No. of years:.....

(2) Name of the Entity:
Address:
Contact Name:
Phone/Email:
Number of Ships chartered by the Bidder from this owner:
Total charter contract period: from..... to
No. of years:.....

(3) Name of the Entity:
Address:
Contact Name:
Phone/Email:
Number of Ships chartered by the Bidder from this owner:
Total charter contract period: from..... to
No. of years:.....

Bidder's Signature

Date

Form 4: Declaration by the Bidders with Regard to Non-Blacklisting / Non- Debarment
Undertaking Declaration by the Bidders on Company Letter Head with Regard to Non-Blacklisting / Non-Debarment

To:

Chairman
Standing Cabinet Appointed Procurement Committee (SCAPC)
Ministry of Ports & Shipping
No. 19, Chaithya Road
Colombo 00100,
Sri Lanka

We hereby confirm and declare that we, M/s
....., is not blacklisted / de-registered /
debarred by any Government department / Public Sector Undertaking/ Private Sector/ or any
other agency for which we have Executed / Undertaken the works/ Services during the last 5
years.

For

Bidder's Signature.....

Date:.....

Form 5: Addenda Receipt

Invitation for Bids No:

We, the undersigned hereby acknowledge that the revision, and / or supplemental information and explanation set forth in this Annex have been incorporated into the preparation of our Application and shall be deemed to form a part of the Bidding Documents.

Addendum No.	.....	dated	.....
Addendum No.	.....	dated	.....
Addendum No.	.....	dated	.....
.....

For and on Behalf of
(Bidder's Name)

(Authorized Signature)

Name :

Position :

Place and Date :

Form 6 : Form of Power of Attorney or Board Resolution

Note: The Bidders shall attach a **Power of Attorney**, duly authorised by a Notary Public or a Board Resolution, indicating that the person(s) signing of this Bid have the authority to sign the Bid and that the Bid is binding upon the Bidders during the full period of its validity in accordance with ITB Clause 3B4.

Form 7: Form of Bid

To: Ceylon Shipping Corporation Ltd.

This document presents response of _____ [Bidder] to the Invitation for Bids No. CSC/2022/T/TC/CB&CP of Ceylon Shipping Corporation Limited (CSC).

This document represents our Entity and binding offer to contract with CSC for the Chartering of [vessel name/s] in accordance with our Time Charter Bid Offer (Form 8) of our Bid on the terms and conditions specified in the Invitation for Bids, Instructions to Bidders and the Implementation Agreement (as per NYPE 93 Charter party format as amended).

This Offer is valid for the Contract Period in 2022.

If selected for the Award of the Charter Contract, we shall be bound to operate [vessel name/s] pursuant to (a) an executed Charter party Agreement and (b) our Time Charter Bid Offer as accepted by CSC as per our Time Charter Bid Offer in the Form 08.

We agree to abide by this Form of Bid until 2022 and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that all documents submitted with our Bid shall form part of this Form of Bid.

Unless and until the Time Charter party Agreement is executed, this Form of Bid, together with CSC's written acceptance thereof, shall constitute a binding Contract between us.

We understand that CSC is not bound to accept the lowest or any other Bid that CSC may receive in this procurement.

BIDDER:

Company Name : _____

By : _____ (Authorized Signature)

(Please affix company seal here)

Name : _____

Title : _____

Date : _____

* Note: In case of a Joint Venture We, as Joint Venture Partners, undertake that our liabilities shall be joint and several.

Form 8: Time Charter Bid Offer for [vessel name/s]

We hereby submit our Price Offer as follows for the Time Chartering of [vessel name/s];

8A:

Name of the Ship	Opening of Charter		End of Charter		Guaranteed Charter Period (days)	Prospective Cargoes	Trading Area	Charter Hire per Day (USD)	Ballast Bonus, if any (USD)
	Place of Delivery	Delivery laycan	Place of re-delivery	Approx. re-delivery dates					
Ceylon Princess									
Ceylon Breeze									

8B: Details of the commissions / Brokerage, if any payable by CSC

Name of the Ship	Details of the Broker / Agent			Commission / Brokerage as a % of the Charter Hire
	Name	Full Address	Bank Account Details	
Ceylon Princess				
Ceylon Breeze				

This offer is irrevocable until 2022 and CSC may accept this offer at any time prior to the date and time indicated in the Form of Bid.

Bidder:

Company Name : _____

By : _____
(Authorized Signature)

Name : _____

Title : _____

Date : _____

Please affix company seal here.

Witnessed by : _____

Name : _____

Title : _____

Witnessed by : _____

Name : _____

Title : _____

Date : _____

Form 9: Specimen Format of Bid Security

[On the letterhead of the issuing bank]

[Date]

Your ref.: IFB No.:

To:

Ceylon Shipping Corporation Ltd.
No. 27, MICH Building
Sir Razik Fareed Mawatha (formerly Bristol Street)
Colombo 00100
Sri Lanka

Dear Sirs,

We have been informed that _____ (hereinafter called the "Bidder") is submitting a Bid for a contract for Time Chartering of [vessel name/s] in response to your invitation under Invitation for Bids No. CSC/2022/T/TC/CB&CP, and that the conditions of your invitation, which are set out in a document entitled Invitation for Bids and Instructions to Bidders require its Bid to be supported by a Bid security.

At the request of the Bidder, we [name of bank] _____ hereby irrevocably undertake to pay you, the Beneficiary, any sum or sums not exceeding in total the amount of United States Dollars 2000/= per vessel (say: United States Dollars Two Thousands) upon receipt by us of your first demand in writing and your written statement (in the demand) stating that:

- (a) The Bidder has, without your agreement, withdrawn its Bid after the latest time specified for its submission and before the expiry of its period of validity, or
- (b) The Bidder has refused to accept the correction of errors in its Bid in accordance with such conditions of invitation, or
- (c) Having been notified of acceptance of its Bid during the validity period of bid validity, the Bidder fails or refuses to execute the Time Charter party Agreement.

Your demand and statement must be received by us at this office on or before2022, when this guarantee shall expire and be returned to us.

This guarantee is personal to you and is not assignable. This Bid Security shall be governed by the Laws of Sri Lanka.

Date _____ Signature(s) _____

Annixture 1 - Ship's Particulars; Ceylon Breeze & Ceylon Princess



Vessel's Name	M.V. Ceylon Breeze
Builders	AVIC Weihai Shipyards, China/ January 2016
Type	Bulk Carrier
IMO No.	9734563
Flag	Sri Lanka
Port of register	Colombo
Class	DNV-GL

Dimensions	LOA	: 199.826 M
	Beam	: 32.249 M (mld)
	Depth	: 18.50 M (mld)
	Draft (Design)	: 11.30 M (mld)
	Draft (Scantling)	: 13.299 M

Tonnage/Mt	Deadweight (Design)	: 51,500 T
	Deadweight (Scantling)	: 63,323.9 T
	Displacement at Scantling draft	: 75,190.3 T

Summer	: 13.299 m
Winter	: 13.022 m
Fresh Water	: 13.601 m
Tropical FW	: 13.576

GT	36,432
NT	21,628

Capacity:

Hold 1:	19.68 m x 18.26 m /13,957.79 Cm
Hold 2:	22.96 m x 18.26 m /13,658.30 Cm
Hold 3:	22.96 m x 18.26 m /15,352.99 Cm
Hold 4:	22.96 m x 18.26 m /15,839.60 Cm
Hold 5:	22.96 m x 18.26 m /15, 942.06 Cm

Cargo gear

Make and Type : MACGREGER

Number and capacity of cranes/ derricks: Four cranes, 30 MT SWL Electro Hydraulic Cranes with Grab capacity of 12 CBM

Outreach : 4.0M/30 M

Hoisting load/speed :

25 m/min at 30 tons based on hoisting

45 m/min at SWL 13.3/10.6 ton (hook/ grab)

Load distribution	<u>Tank top strength</u>
--------------------------	---------------------------------

Hold 1:	20 Mt/ SQM
Hold 2:	20 Mt/ SQM
Hold 3:	20 Mt/ SQM
Hold 4:	20 Mt/ SQM
Hold 5:	20 Mt/ SQM

Strengthened for heavy cargoes: Alternative loading, hold 2 and 4 empty

On Deck : no cargo allowed

DE ballasting capacity - 1000Mt/day

Fresh Water - Capacity 507 MT

Man Engine 1- set of MAN-B&W 5S60ME-C8.2(Tier II)

Output CMCR 8050kw x 89r/min

Auxiliary Engine 3- sets of Daihatsu Diesel

Power – 700 Kw

Boiler Brand - Saacke - Germany

Water volume- 12 Cu M

Steam Capacity -1500 Kg/hr

Operating pressure -6 Bar

Bunker Specifications

IFO 380cst RMG 380, ISO 8217: 2010 & above & MDO Class DMB ISO 8217/ 2010
& above or DMB/DMZ/DMA as per ISO 8217/2010 & above
No mixing allowed
No bunkering of Ultra LSFO allowed

Speed & Consumption at sea

Service speeds and Fuel consumptions are in Good weather conditions (up to Beaufort Wind Scale 4 or up to Douglas sea state 3 with significant wave height max 1.25 m), in deep water and **no adverse current conditions.**

Consumption for M/E + A/E - IFO 380cst RMG 380, ISO 8217:2010 & above

Laden condition:

11.00 Kts	= about 25.20 Mts/day
12.00 Kts	= about 29.40 Mts/day

Ballast condition

At 11.00 Kts	= about 22.00 Mts/day.
At 12.00 Kts	= about 23.5 Mts/day
At 13.00 Kts	= about 25.0 Mts/day.

The above consumptions are based on the Engine Load (up to maximum 85%) .

Fuel Consumptions at Port

One Aux. Engine without cargo operation	- about 2.80 Mts/day
Two Aux. Engines (cargo operation using two Crans)	- about 3.70Mts/day
Two Aux. Engines (cargo operation using more than two Crans)	- about 4.60 Mts/day

Boiler min. 1.5 Mt/day in tropical area (depend on load/demand)
Boiler min 3.0 Mt/day in the winter season (depend on load/demand)

The all above consumptions are for the reference only.

Certificates

Certificates	Issue date	Last Annual date	Expiry date
Class	30.01.2016	30.01.2017	30.01.2021
Load Line	18.03.2016	30.01.2017	30.01.2021
Safety Construction	18.03.2016	30.01.2017	30.01.2021
Safety equipment	23.06.2016	30.01.2017	30.01.2021
Cargo Gear Survey	30.01.2016	30.01.2017	29.01.2021
Safety Radio	23.06.2016	30.01.2017	30.01.2021
IOPP	18.03.2016	30.01.2017	30.01.2021
IAPP	18.03.2016	30.01.2017	30.01.2021
BWMS	30.01.2016	30.01.2017	30.01.2021

Communication

Call Sign	4RDW
Name of radio station	STATION 12
Satcom C and M	441700084/ 85
GSM / Mobile Phone	FBB Voice 870773407960
E-mail	ceylonbreeze@amosconnect.com

Insurance

H & M insured value	USD
Owners P & I insurers	Steamship Mutual Underwriting Association Limited, Aquatical House, 39, Bell Lane, London E1 7 LU, England.

Crew

Number of Crew members	20
Number of Cadets	26
Nationality of Crew	Sri Lankan

Displacement on various drafts in Mts.

Draft	MTs
12.00 m	67107.7
11.50 m	64008.0
11.00 m	60917.2
10.50 m	57837.9
10.00 m	54775.6
9.50 m	51741.7
9.00 m	48740.5
8.50 m	45772.2
8.00 m	42835.2
7.50 m	39928.8
7.00 m	37061.5
6.50 m	34223.2
6.00 m	31409.4

Owners P&I Club : Steamship Mutual- London

Register Owners / Manager Full Style/ Address:

Ceylon Shipping Corporation Limited
MICH Building, No. 27, Sir Razik Fareed Mawatha,
Colombo 01, Sri Lanka.



Vessel's Name	M.V. Ceylon Princes
Builders	AVIC Weihai Shipyards, China/ June 2016
Type	Bulk Carrier
IMO No.	9734575
Flag	Sri Lanka
Port of register	Colombo
Class	DNV-GL

Dimensions	LOA: 199.813 M
	Beam: 32.251 M (mld)
	Depth: 18.494 M (mld)
	Draft(Design): 11.30 M (mld)
	Draft(Scantling): 13.299 M

Summer	: 13.299 m
Winter	: 13.022 m
Tropical	: 13.576 m
Fresh Water	: 13.601 m
Tropical FW	: 13.878

Tonnage/Mt	
Deadweight (Design)	: 50,792.1 T
Deadweight (Scantling)	: 63,212.5 T
Displacement at Scantling draft:	75,190.3 T

GT	36,432
NT	21,628

Capacity:

Hold 1:	19.68 m x 18.26 m /13,957.79 Cm
Hold 2:	22.96 m x 18.26 m /13,658.30 Cm
Hold 3:	22.96 m x 18.26 m /15,352.99 Cm
Hold 4:	22.96 m x 18.26 m /15,839.60 Cm
Hold 5:	22.96 m x 18.26 m /15,942.06 Cm

Cargo gear

Make and Type : MACGREGER

Number and capacity of cranes/ derricks : Four cranes, 30 MT SWL Electro Hydraulic Cranes with Grab capacity of 12 CBM

Outreach : 4.0M/30 M

Hoisting load/speed:

25 m/min at 30 tons based on hoisting

45 m/min at SWL 13.3/10.6 ton(hook/ grab)

Load distribution	Tank top strength
--------------------------	--------------------------

Hold 1:	24.57 Mt/ SQM
Hold 2:	19.53 Mt/ SQM
Hold 3:	24.35 Mt/ SQM
Hold 4:	19.89 Mt/ SQM
Hold 5:	24.92 Mt/ SQM

Strengthened for heavy cargoes : Alternative loading, hold 2 and 4 empty.

On Deck no cargo allowed.

DE ballasting time - 1000MT/day

Fresh Water Capacity - Capacity 507.00 MT

Man Engine MAN-B&W 5S60ME-C8.2(TierII) 1set

Output CMCR 8050kw x 89r/min

Boiler

Brand - Saacke - Germany
Water volume- 12 Cu M
Steam Capacity -1500 Kg/hr
Operating pressure -6 Bar

Bunker Specification

IFO 380cst RMG 380, ISO 8217: 2010 & above & MDO Class DMB ISO 8217/ 2010 & above or DMB/DMZ/DMA as per ISO 8217/2010 & above

No mixing allowed

No bunkering of Ultra LSFO allowed

Speed & Consumption at sea

Service speeds and Fuel consumptions are in Good weather conditions (up to Beaufort Wind Scale 4 or up to Douglas sea state 3 with significant wave height max 1.25 m), in deep water and **no adverse current conditions.**

Consumption for M/E + A/E - IFO 380cst RMG 380, ISO 8217:2010 & above.

Laden condition:

11.00 Kts = about 25.20 MTs/day

12.00 Kts = about 29.40 MTs/day

Ballast condition

At 11.00 Kts = about 22.00 MTs/day.

At 12.00 Kts = about 23.50 MTs/day

At 13.00 Kts = about 25.00 MT/day.

The above consumptions are based on the Engine Load (up to maximum 85%)

Fuel Consumptions at Port

One Aux. Engine without cargo operation - about 2.8 MT/day

Two Aux. Engines (cargo operation using two Crans) - about 3.7 MT/day

Two Aux. Engines (cargo operation using more than two Crans) - about 4.6 MT/day

Boiler min. 1.5 MT/day in tropical area (depend on load/demand)

Boiler min 3.0 MT/day in the winter season (depend on load/demand)

The all above consumptions are for the reference only.

Certificates

Certificates	Issue date	Last Annual date	Expiry date
Class	23.06.2016	06.09.2017	23.06.2021
Load Line	23.06.2016	04.07.2017	23.06.2021
Safety Construction	23.06.2016	06.09.2017	23.06.2021
Safety equipment	23.06.2016	06.09.2017	23.06.2021
Cargo Gear Survey	23.06.2016	04.07.2017	23.06.2021
Safety Radio	23.06.2016	06.09.2017	23.06.2021
IOPP	23.06.2016	04.07.2017	23.06.2021
IAPP	23.06.2016	04.07.2017	23.06.2021
BWMS	23.06.2016	06.09.2017	23.06.2021

Communication

Call Sign	4REB
Name of radio station	STATION 12
Satcom C and M	441700087/ 8
GSM / Mobile Phone	FBB Voice 870773800569
E-mail	ceylonprincess@amosconnect.com

Insurance

H & M insured value	USD
Owners P & I insurers	Steamship Mutual Underwriting Association Limited, Aquatical House, 39, Bell Lane, London E1 7 LU, England.

Crew

Number of Crew	20
Number of Cadets	26
Nationality of Crew	Sri Lankan

MV. CEYLON PRINCESS

Displacement on various drafts in MT

Draft	MTs
Note: Based on density of water is 1.0250 ton/m ³	
12.00 m	67107.9
11.50 m	64007.4
11.00 m	60916.7
10.50 m	57837.5
10.00 m	54775.3
9.50 m	51741.4

9.00 m	48740.3
8.50 m	45772.0
8.00 m	42835.2
7.50 m	39928.8
7.00 m	37061.5
6.50 m	34223.2
6.00 m	31409.4

Register Owners / Manager Full Style/ Address:

Ceylon Shipping Corporation Limited
MICH Building,
No.27,
Sir Razik Fareed Mawatha,
Colombo 01, Sri Lanka.

Annexure 2 - Cargo Exclusion Rider Clauses

Clause 29 Cargo Exclusions

All cargoes always to be loaded/stowed/trimmed/carried and discharged in strict accordance with local/national and IMO Code of Safe Practice and always within the limits of latest IMSBC Code.. Any extra fittings/equipment, etc. which are required to observe such regulations to be undertaken by Charterers at their time/expenses.

All cargoes should be carried in accordance with the requirements of recommendations of the competent authorities of the country of the vessel's registry and of ports of shipment and discharge and of any intermediate countries or ports through whose waters the vessel must transit.

Cargo can be carried as listed in Statement of Compliance for the carriage of solid bulk cargoes and the Document of compliance for the carriage of Dangerous Cargo issued by the Class, except following cargoes specially mentioned in Clause 29.

Without prejudice to the foregoing, in addition the following are specifically excluded:

All cargoes listed in group B of latest IMDG Code of BC Code, except permitted coals.

All flammable, oily, combustible, injurious, explosives, hazardous, toxic, corrosive and dangerous cargoes as defined by IMO.

Acids, African logs, ammonia, ammonium nitrate (including all fertilizer grades) ammonium phosphate, ammunition, animals or livestock of any description, andalusite, arms and/or firearms, asbestos in any form, asphalt, automobiles (including trucks and trailers), bitumen, bones or bone meal, borax, blasting caps, black powder, brown coal, calcium carbide, calcium, calcium hypochlorite or oxychloride, charcoal, caustic soda, calcium chloride, carbon black, castor seed, caustic soda, China clay, cakes of all types, bulk cocoa (bagged cocoa allowed), coffee, copra, cotton or cotton waste, creosote or creosoted goods, deck cargo, direct reduced iron in any form, drugs and/or narcotics, esparto grass, essential oils, explosives, detonators or blasting caps, ferrosilicon, fire briquettes, fish meal, fuel, expellers, ground nuts, gunny bags, hot moulded or briquetted iron (HBI), hides, Indian coal, industrial waste, iron pellets (but iron ore pellets are allowed), iron swarf, isotopes, jute, lime, logs/timber, manioc or manioc pellets, hardwood logs, mahogany, motor spirit, motor blocks, military machines (loaded or unloaded) or cargoes generally related with military services, meat, mobile homes or caravans, naphtha, Niger seed, nitrates (see below), nickel ore, nuclear and radioactive materials/substances/wastes or products, quicklime, palm kernels, petroleum derivatives or any petroleum product, pitch (in bulk or drums), saltpeter, poultry, precious and rare metals, pyrites in any form, rags, refrigerated goods, bulk rice, resins, pond coal, scrap(see below), spent oxide, seed meal, oil cake or seed expellers, sunflower seed expellers and any other expellers, silicon, silicomanganese, silica sands, solvents, spices, sponge iron, shavings and turnings, stone blocks (other than marble or granite cubes), steel swarf, sulphates, tar and all its products, tea, tobacco or tobacco products, turpentine, vermiculite/vermiculite ore, waste or old paper, woodchips (but green fuel wood pellets allowed), wheat flour, zircon, zinc ashes

Bagged harmless fertilizers are permitted provided not IMO 5.1.

Ammonium sulphate harmless fertilizer grade only is allowed. All other sulphates excluded. Limestone is allowed, but quicklime is excluded.

Nitrates (including Chilean nitrates) are allowed, provided harmless fertilizer grade. Potassium nitrate - allowed on strict understanding that this is 'Potash'.

Bagged rice is allowed but Charterers are to ensure that stowage is performed in such a way as to allow maximum ventilation to vessels capability.

Chrome ore, allowed, however concentrates protective clause to apply and Owners shall not be responsible for any future cargo contamination as result of loading chrome ore.

Urea - harmless fertilizer grade allowed only.

Granite blocks and marble blocks are not permitted Cargo is not to be dropped into vessels hold at any time. Charterers are to ensure adequate suitable dunnage and lashing and securing to Masters complete satisfaction free of expense to Owners and not to load pieces that exceed the vessels tanktop strengths.

Cargo Exclusion Rider Clauses

Pig iron is permitted but limited to maximum 2 cargoes per year and to be loaded in accordance with protective clause as below. Pig iron is not to be considered dirty cargo.

Mineral sands are permitted provided the Owners and/or Master and/or crew are not held responsible in the event the vessel is rejected due to strict hold cleaning requirements beyond what may be reasonably expected considering vessels condition and previous cargo/trading history.

Dirty Cargo

Charterers can load only 3 dirty cargoes annually, not consecutive and last cargo cannot be a dirty cargo.

Salt, Rock Salt, Solar Salt

Sulphur: only solid formed sulphur (pelletised, prilled, granulated, flakes, etc.) is allowed.

Cement not allowed, but bagged cement not limited to number of cargoes and not considered as dirty cargo.

Cement clinker not allowed, scrap: only runs 1+2, shredded, HHDW and American bonus grades allowed, coke/petcoke (excluding metcoke).

Owner's Protective Clauses

Iron Ore Fines/Mineral Sands Protective Clauses

Iron ore fines and harmless mineral sands must be loaded, stowed, trimmed and discharged in accordance with IMO recommendations and governmental regulations/guidelines at Charterers' risk/time and expense at loading, discharging ports and places of transit.

Prior to loading, shippers/Charterers to supply Owners/Master with correctly certified Cargo Declaration Certificates issued by surveyors, independent of shippers/Charterers or their interests stating that the transportable moisture content of the cargo to be loaded is within the safe levels as defined by the relevant regulatory bodies (including IMO) requirements. Owners to appoint P&I surveyors during loading operations and cost to be equally shared.

Charterers are to pay for fresh water for washing down cargo holds after completion of discharge and to provide suitable cleaning materials as requested by the Master and pay additional bonus of USD 400 per hold for cleaning.

Concentrates

Prior to commencement of loading, Charterers/shippers are to provide laboratory analysis/certificate evidencing that both the flow moisture point and transportable moisture limit of such cargo are within the limit as set out by IMO.

Such cargo to be loaded, stowed, trimmed and discharged strictly according to latest IMO and/or other regulations/rules applicable to such cargo.

Owners are allowed to appoint P&I surveyors to verify the condition of the cargo before and during the loading, cost to be for Charterers account.

After loading Charterers undertake to arrange for special extra trimming and/or levelling of the cargo to satisfaction of Master and independent surveyor appointed by Charterers/shippers at their expense and time.

Any directly related expenses resultant therefrom/incurred thereby (such as hold cleaning to Master's satisfaction/hold survey) and any detention through any of above causes to be for Charterers' account.

Sulphur

Sulphur permitted under this charter party to be harmless, granulated or prilled type only. Charterers are permitted to carry maximum one cargoes of sulphur in any five month period, whether they be full or part cargo.

Cargo Exclusion Rider Clauses

Hold block applications, to be for charterers' time and expense during the entire period on following conditions:

1. Charterers undertake to use holds as little as possible, provided vessel's stability, trim and stress permit.
2. Prior to loading, hold block to be applied to all holds assigned for sulphur, and introduced into the bilge openings to Master's/shippers' representatives' satisfaction in Charterers' time and for Charterers' account.
3. Hold block application shall be applied by specialised workshop or by ship's crew provided that all required equipment and instructions are delivered to the crew. In case crew apply hold block/lime wash, then Charterers to supply all necessary materials at their time and cost and to pay USD 800.00 per hold and a further USD 800.00 per hold for cleaning and removal of hold block, in addition to the intermediate hold cleaning bonus.
4. Cargo to be loaded/stowed/trimmed/discharged in strict accordance with latest IMO and/or any other latest regulations/ rules applicable to such cargo.
5. After discharge, Charterers to supply sufficient fresh water at their expense for washing down of all holds.
6. Owners/Master are not to be held responsible for any costs and consequences (including detention) in the event vessel's holds are rejected for loading any subsequent cargo, as a result of charterers electing to load sulphur.

Salt

Hold block applications, to be for charterers' time and expense during the entire period on following conditions:

1. Charterers undertake to use holds as little as possible, provided vessel's stability, trim and stress permit.
2. Prior to loading, hold block to be applied to all holds assigned for salt, and introduced into the bilge openings to Master's/shippers' representatives' satisfaction in Charterers' time and for Charterers' account.
3. Hold block application shall be applied by specialised workshop or by ship's crew provided that all required equipment and instructions are delivered to the crew. In case crew apply hold block/lime wash, then Charterers to supply all necessary materials at their time and cost and to pay USD 800.00 per hold and a further USD 800.00 per hold for cleaning and removal of hold block, in addition to the intermediate hold cleaning bonus.
4. Cargo to be loaded/stowed/trimmed/discharged in strict accordance with latest IMO and/or any other latest regulations/ rules applicable to such cargo.
5. After discharge, Charterers to supply sufficient fresh water at their expense for washing down of all holds.
6. Owners/Master are not to be held responsible for any costs and consequences (including detention) in the event vessel's holds are rejected for loading any subsequent cargo, as a result of charterers electing to load salt.

Scrap

Charterers are permitted to carry maximum two cargoes of scrap in any five month period, whether they be full or part cargo.

1. The scrap permitted to be loaded to be non-oily and limited to HMS 1+2 and/or shredded scrap (for purposes of a cushion) and/or better grade but specifically excluding motor blocks, turnings, metal borings and cuttings and radioactive material.
2. Charterers undertake that loading of the first layer of scrap not to be released until lowered as close as possible to tanktop and at no time is cargo to be dumped or dropped during loading. Cargo is to be evenly stowed, trimmed to satisfaction of Master before loading balance of cargo.
3. Charterers undertake to supply on board and ultimately remove at their expense, dunnage mats and/or other materials that Master may deem necessary and reasonable, to provide safe protection from damage by loading scrap.
4. Prior to loading scrap, hold condition surveys to be conducted by an independent surveyor appointed by Owners in Charterers' time and costs to be shared 50/50, and same to be done immediately after completion of discharge.
5. In case of any damage to the vessel's Australian hold ladders and any other part(s)/place(s) of the vessel caused by loading such scrap cargo (except for minor damage to hold plate not affecting class which to be considered fair wear and tear), then Charterers are to be fully responsible for upgrading/repairs to bring Australian hold ladders and other parts/ places to same condition as prior to loading scrap before commencement of next voyage in case needed. Charterers to pay USD800 per holds in addition to the intermediate hold cleaning bonus.
6. Any directly related expense resulting from loading scrap (such as but not limited to hold cleaning to master's satisfaction/hold surveys/dunnage removal, etc.) shall be for the Charterers' time and expense. Owners/Master are not to be held responsible for any costs and consequences (including detention) in the event vessel's holds are rejected for loading any subsequent cargo, as a result of Charterers electing to load scrap.

Coke/Petcoke

1. Petroleum coke (petcoke) mentioned herein is limited to the type of non-hazardous, non-dangerous green delayed type and/or calcined type.
2. Charterers undertake to use holds if the vessel's stability, trim and stress permit.
3. Cargo to be loaded/stowed/trimmed/discharged in strict accordance with latest IMO and/or any other latest regulations/ rules applicable to such cargo at relevant load/discharge ports.
4. Hold block application shall be applied by specialised workshop or by ship's crew provided that all required equipment and instructions are delivered to the crew. In case crew apply hold block, then Charterers to supply all necessary materials at their time

Cargo Exclusion Rider Clauses

and cost and pay USD 800.00 per hold and a further USD 800.00 per hold for cleaning and removal of hold block, in addition to the intermediate hold cleaning bonus.

5. On completion of discharge, where Master deems additional/special washing down of holds is required, Charterers are to effect same at their time and expense. Charterers are permitted to use ship's crew to perform cleaning as necessary against paying USD 1,000.00 per hold in addition to normal intermediate hold cleaning bonus, but always subject to prior consent of Master/ crew and where local regulations permit. Where chemical detergents/cleaners are required, Charterers are to arrange for same at their time and expense.

6. Any directly related extra expense resulting from loading petcoke/coke (such as but not limited to hold cleaning to Master's satisfaction/hold surveys, etc.) shall be for the Charterers' time and expense. Owners/Master are not to be held responsible for any costs and/or consequences (including detention) in the event vessel's holds are rejected for loading any subsequent cargo, as a result of Charterers electing to load petcoke/coke.

Steel Cargoes

1) Charterers undertake to stow steel cargoes in accordance with Master's recommended stowage plan and within vessel stability, trim and allowing for relevant tanktop strengths and vessel stresses.

2) Where the vessel is required to load steel cargo, Owners shall carry out a pre-loading/pre-discharge survey/tally using Owner's P&I Club approved surveyor, a copy of whose reports are to be given to Charterers which shall be considered a joint survey and all pre-loading/pre-discharge survey, cost to be equally shared between Owners/Charterers. In event remarks are required to be made on the mate's receipt, same shall be in accordance with but limited to those recorded in the pre-loading/pre-discharge survey/tally report.

3) Under no circumstances is California block stow permitted.

4) Prior loading steels bound for Australia, the Charterers are to arrange at their time and cost for dehumidifiers to be placed in the holds.

Cargo Exclusion Rider Clauses

- 4) In the unlikely event of any problems en route to discharge ports that involve the cargo shifting or becoming unsecured or unstable, it is clearly understood that the Master has the right to deviate to a nearby suitable port/place, which he deems appropriate. All time/expenses thereby incurred to be for charterers' account and vessel to remain on-hire.
- 5) The cargo is to be properly dunnaged, chocked up, lashed and secured to the Master's satisfaction at Charterers' time, risk and expense. Charterers must supply sufficient adequate and correctly certified dunnage, lashing/securing materials for loading such cargo.
- 6) Upon completion of discharge, Charterers are responsible for safe removal and disposal of all dunnage in their time and at their expense.

Pig Iron

- 1) Charterers undertake to ensure that the first layer of pig iron to be lowered gently onto vessel tanktop and not dropped from any height, so as to provide a cushion flooring (to the Master's satisfaction).
- 2) Charterers undertake to supply at their expense whatever dunnage and/or other materials master considers necessary to provide safe protection from damage by loading pig iron.
- 3) If any dispute arises between Charterers/Master, an independent surveyor should be appointed jointly by Owners/ Charterers and his decision should be final.
- 4) In case during en route from loading to discharging port, cargo was found to shift, which may affect the seaworthiness or safety of the vessel, Owners have the right to call at nearest port to effect necessary cargo trim. All time/expenses thereby incurred to be for Charterers' account and vessel to remain on-hire.

Clinker
not allowed.

Bulk Cement
not allowed.

Annexture 3 -

Joint War Committee

Suite 426, Lloyd's, One Lime Street
London EC3M 7DQ
Tel+44 (0)20 7327 3333 Fax +44 (0)20 7327 4443

Enquiries To: Neil Roberts
Direct Dial: +44 (0)20 7327 8375
neil.roberts@lmalloyds.com

JWLA/022
10th December 2015

Hull War, Piracy, Terrorism and Related Perils

Listed Areas

The Joint War Committee has recently reviewed the Listed Areas, last altered 12th June 2013, and has agreed the following changes which are incorporated in the new list as attached.

Amended:

Indian Ocean / Arabian Sea / Gulf of Aden / Gulf of Oman / Southern Red Sea

Deleted:

Bahrain, NE Borneo, Sulu Archipelago

This list will be published on the LMA and IUA websites and will be accessible to all on www.lmalloyds.com and www.iua.co.uk.

The application of this list on individual contracts will be a matter for specific negotiation.

Neil Roberts
Secretary



INSIGHT CONSENSUS INFLUENCE

A Joint Committee of the LMA and IUA



JWC Hull War, Piracy, Terrorism and Related Perils Listed Areas (10th December 2015)	
Africa	
Benin	
Eritrea, but only South of 15° N	
Gulf of Guinea, but only the waters of the Togolese, Beninese and Nigerian Exclusive Economic Zones north of Latitude 3° N	
Libya	
Nigeria	
Somalia	
Togo	
Indian Ocean / Arabian Sea / Gulf of Aden / Gulf of Oman / Southern Red Sea	
Waters as defined overleaf	
Asia	
Pakistan	
Indonesia	
The Port of Jakarta	
Middle East	
Iran	
Iraq, including all Iraqi offshore oil terminals	
Israel	
Lebanon	
Saudi Arabia excluding transit	
Syria	
Yemen	
South America	
Venezuela, including all offshore installations in the Venezuelan EEZ	

Definitions:

Named Countries shall include their coastal waters up to 12 nautical miles offshore, unless specifically varied above.

Named Ports shall include all facilities/terminals within areas controlled by the relevant port authority/ies (or as may be more precisely defined by Insurers) including offshore terminals/facilities, and all waters within 12 nautical miles of such but not exceeding 12 nautical miles offshore unless specifically stated.

Indian Ocean / Arabian Sea / Gulf of Aden / Gulf of Oman / Southern Red Sea

The waters enclosed by the following boundaries:

- a) On the north-west, by the Red Sea, south of Latitude 15° N
- b) on the west of the Gulf of Oman by Longitude 58° E
- c) on the east, Longitude 65° E
- d) and on the south, Latitude 12° S

excepting coastal waters of adjoining territories up to 12 nautical miles offshore unless otherwise provided.

Annexture 4 - Other Rider Clauses

Hold cleaning Chemicals to be supplied by the Charterer or the cost on charterers account.

Clause 31 Crew Service

With reference to Clause 8 of this Charter Party, customary assistance shall include, but not be limited to:

- a) All opening and closing of hatches, when and where required, if permitted by local regulations.
- b) Raising and lowering of derricks and rigging cranes, if fitted, and/or gangways in preparation for loading and discharging.
- c) Lashing and/or unlashng of cargo, subject to owner's prior written approval.
- d) Shaping up vessel's holds/hatches and cranes prior arrival at loading and/or discharging places so as to immediately commence loading and/or discharging operations subject to weather conditions and the safety of the crew.
- e) Deleted.

It is understood that M/V NPS MOSA is not a logger and is not equipped with stanchions.

The above services shall be considered as a minimum and shall in no way be construed as an alternative to, or reduction in, the standard of services from Officers and crew required under this Charter Party.

See also Clause 29.

Clause 32 Grab Fitting/Operation

Charterers have the option of fitting vessel with grabs at their time and expense. The fitting of the grabs are to be at Charterers expense/risk and stowage to be in accordance with Class/Owner's approval. Owners shall not be responsible for any losses or damages caused to the grabs placed on board the vessel by the Charterers and all grab fittings to be removed by the Charterers prior to redelivery.

Clause 33 Logs Loading

Deleted.

Clause 34 In Lieu of Hold Cleaning

Charterers shall have the option of redelivering the vessel without cleaning of holds against paying the Owners a lump sum of USD 4,500.00 in lieu of such hold cleaning, excluding removal/disposal of dunnage, lashing material, debris which always to be for Charterers' account. Such bonus to be paid to Owners together with hire payment.

Clause 35 Intermediate Hold Cleaning

If local regulations and weather permit and if so requested by the Charterers, crew to perform intermediate hold cleaning. Crew to use due diligence in cleaning the holds but not be responsible should the vessel fail hold inspection at the loading port.

USD 500.00 per hold used. For dirty cargoes as per Cargo Exclusions.

In any case, Owners are not responsible for passing hold survey for loading of next cargo during the entire period. The work to be

Other Rider Clauses

done in the same efficient manner as if the vessel was trading for Owner's account, but without responsibility and liability on Owners accounts regarding acceptance of vessel at loading port if vessel is rejected. All materials(including chemicals and detergents) required for cleaning of cargo holds to be supplied by and paid for by the Charterers.

Clause 36

Deleted.

Clause 37 Additional Fittings

Charterers to have the option of welding padeyes and angles, except on fuel tank tops, at their own arrangement and expense. Charterers to remove all padeyes and angles before redelivery unless Owners request Charterers to maintain same without removal, in which case Charterers will be free from removing padeyes and angles.

Clause 38 Arbitration

General Average/Arbitration in London, English Law to apply.

It is hereby agreed that all claims below USD 50,000.00 excluding interest and costs, shall be settled as per current LMAA Small Claims Procedure.

Clause 39 Arrest

Should the vessel be arrested during the currency of this charter at the suit of any person including Charterers having or purporting to have a claim against or any interest in the vessel, hire under this Charter Party shall not be payable in respect of any period whilst the vessel remains under arrest or remains unemployed as a result of such arrest, and the Owners shall reimburse to the Charterers any expenditure which they may incur under this charter in respect of any period during which by virtue of the operation of the clause no hire is payable. This clause shall not apply should the arrest be caused through any fault on the part of Charterers and all expenditure to be incurred by the owners due to such arrest for the fault of the charters shall be reimbursed to owners by the charterers.

Clause 40 Asian Gypsy Moth/Quarantine Regulations

If vessel trades under Charterers' operation to Japanese ports or other areas included in trading permitted areas, Charterers are to obtain prior sailing each Japanese (or other area) port of call phytosanitary certificate for Asian gypsy moth in strict accordance with USA or Canadian ports/waters regulations. The cost and time for inspection/certification and any fumigation or other action required is to be for Charterers time and expense. In case vessel banned from Canada/USA ports/waters due Asian gypsy moth reasons, or because of calling Japanese ports or other areas during the currency of this Charter Party, vessel to remain on-hire and any related expenses, fumigations required, detention, Owners loss to be for Charterers' account.

In any event vessel not to call any CIS Pacific ports that might be affected by Asian gypsy moth during 1st July to 30th September.

Clause 41 Bill (s) of Lading

Should original Bill(s) of Lading not be available in time for vessel's arrival at discharging port(s), then Owners agree to discharge and deliver the whole or part quantity of cargo shipped under the said bill of lading as instructed by the Charterers against Charterers' letter of indemnity. A faxed or scanned e-mail copy shall be deemed sufficient for this purpose. The letter of indemnity is always to be worded as per the standard international group of P&I Club's wording in place at the relevant time and signed by Charterers only.

In case the original Bill(s) of Lading arrive while the vessel is still discharging, Charterers shall deliver same to the master duly endorsed against Master's Receipt. If the originals do not arrive while the vessel is in discharge port, charterers shall send the Original Bill(s) of Lading to owners by registered mail or courier in order for the owners to nullify the Bill(s) of Lading.

Clause 42 Bulldozers

Charterers to have the option to use bulldozers to vessels holds, provided not exceeding the tank top strength. If required, vessel to lift onboard, shift from hold to hold and discharge the bulldozers by use of vessel's gear subject to SWL of the Cranes and subject to Master's approval and port regulations permitting.

Any damage to the vessel by use of such a bulldozer to be treated as stevedore damage (see Clause 65), but rubber tracked bulldozers are to be used wherever possible.

Clause 43 Bunkers

Fuel oil/MGO to be in accordance with ISO 8217:2010 and above specs

Other Rider Clauses

No payment for bunkers and any difference between bunkers on delivery and bunkers on redelivery to be settled at the price last supplied by the charterers

Owners shall have the option to bunker the vessel in their own time and at their own expense prior to redelivery at port en route to or at last port, but such bunkering is not to interfere with Charterers' operation/use of the vessel.

Charterers' option to deduct value of bunkers on redelivery from last sufficient hire payment.

Bunkers on delivery shall be sufficient to reach the nearest main bunkering port.

Charterers' option to supply RMF 25 in South Africa where RME 25 is not available. Charterers to bunker vessel with fuel to ISO 8217 standards only.

Any claim in relation to fuel purchased by Charterers shall be filed and documented within 21 days from day of delivery, failing which claim will be deemed waived.

Quantity supplied shall be finally determined by sounding of the tanks of the delivering barge or by reading of meters at shore installation by the bunker surveyor and the master.

Fuel Oil/MGO to be in accordance with ISO 8217:2005 specs. Representative sample mentioned in the bunker delivery note, jointly witnessed by vessel's/barge crew, will be final and binding for quality supplied. In case of dispute, same sample to be tested in mutual agreed lab by an independent recognized fuel testing company.

Depending on the trading area of the vessel, Sulphur content of the fuels to be used by the charterers shall be in compliance with the applicable latest IMO Regulations.

Clause 44 Cargo Claims/P&I Club

Owners warrant that the vessel is fully P&I covered for the duration of the Charter Party and that the P&I Club is a member of the International Group of P&I Clubs. Owners warrant that the vessel is classed with a Classification Society that is a full member of the International Association of Classification Societies (IACS).

It shall be considered a fundamental breach by Owners if the vessel's P&I cover or Class is cancelled or suspended during the currency of this Charter.

Charterers are not responsible for any accident or damage to or on board the vessel, which is normally covered with Owner's Hull and Machinery policy provided Owners insurance policy covers such damage completely if such damage(s) are not caused due to Charterers/Charterers' agents and their employees negligence and fault.

Charterers to refund Owners any extra payable in accordance with the insurance policy.

In the case of damage to and/or loss of cargo carried on the vessel in which Owners and/or Charterers liability could be involved under the terms of this Charter Party, as the case may be, the Owners and/or the Charterers shall on request grant reasonable time extension for commencement of suit in each and every occurrence. Such extensions shall not prejudice the ultimate responsibility of both parties. Liability for cargo claims, as between Owners and Charterers, shall be apportioned as specified by the Interclub New York Produce Exchange Agreement effective from 1996, and its subsequent amendments.

If requested by Charterers, Owners to authorise and instruct Owners P&I Club to confirm directly to any party as ordered by Charterers that the vessel is fully covered for P&I and that collection of premiums are up to date.

Clause 45 Certificate/Vaccinations

Owners are obliged to deliver and maintain throughout the currency of this Charter Party the vessel, her crew and anything pertaining hereto supplied with up-to-date and complete certificates (including Oil Pollution Certificates), approvals, equipment and fittings, enabling the vessel and her crew to trade within the trading limits and to load, carry and discharge all cargoes permitted under this Charter Party. Officers and crew to comply with vaccination and sanitary regulations in all ports of call and corresponding certificates to be available onboard, enabling the vessel to obtain free pratique by radio.

If requested, Owners to provide Charterers with copies of any and all such certificates/approvals.

Any time lost and all extra directly related expenses resulting from Owners non-compliance with the above to be for Owner's account.

The following certificates (P&I/Class/SMC/DOC/Gear/ISPS) to be sent prior to delivery.

Other Rider Clauses

Clause 46 Deductions

The Charterers may deduct from the charter hire any amount of prior agreed disbursements for Owner's account. In addition Charterers may deduct from the last hire payments the reasonable and agreed estimated expenses incurred by Charterers for Owner's account, notwithstanding that vouchers may not then have reached Charterers for submission to Owners.

Upon redelivery, and where final accounts for the vessels recent port calls have not been received nor prior notice of Owners expenses received, Charterers are entitled to deduct maximum USD 500.00 per port for the vessels last 3 ports of call towards Owners incidental expenses in the provisional final hire statement. This amount to be settled in the final hire statement with supporting vouchers/receipts and any outstanding balance promptly settled between Owners and Charterers'.

Clause 47 Delivery/Redelivery Time

Actual time on hire to be calculated basis Greenwich Mean Time.

Clause 48 BIMCO Double Banking

(a) The Charterers shall have the right, where and when it is customary and safe for vessels of similar size and type to do so, to order the Vessel to go, lie or remain alongside another vessel or vessels of any size or description whatsoever or to order such vessels to come and remain alongside at such safe dock, wharf, anchorage or other place for transshipment, loading or discharging of cargo and/or bunkering.

(b) The Charterers shall pay for and provide such assistance and equipment as may be required to enable any of the operations mentioned in this clause safely to be completed and shall give the Owners such advance notice as they reasonably can of the details of any such operations.

(c) Without prejudice to the generality of the Charterers' rights under (a) and (b), it is expressly agreed that the Master shall have the right to refuse to allow the Vessel to perform as provided in (a) and (b) if in his reasonable opinion it is not safe so to do.

(d) The Owners shall be entitled to insure any deductible under the Vessel's hull policy and the Charterers shall reimburse the Owners any additional premium(s) required by the Vessel's Underwriters and/or the cost of insuring any deductible under the Vessel's hull policy.

(e) The Charterers shall further indemnify the Owners for any costs, damage and liabilities resulting from such operation. The Vessel shall remain on hire for any time lost including periods for repairs as a result of such operation.

Clause 49 Hold Condition on First Voyage

Vessel to deliver with clean and washed down holds, free of loose rust scale and any previous cargo/residue and in every respect ready to load Charterers' intended cargo. If vessel's holds fail inspection at first load port, vessel to be considered off-hire from time of rejection until re-passed. Any extra expenses related to cleaning of holds, excluding stevedore standby direct expenses if any, to be for Owner's account.

Clause 50 ITF/Boycott

Owners warrant that the vessel crew is and will be during the period of this Charter Party employed under a bona fide union agreement, the standard of which is fully acceptable to the ITF and unions in all countries not excluded in this Charter Party.

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 or pilotage assistance or of any other restriction, detention or any loss of time whatsoever due to boycott or arrest of the vessel or due to government restrictions, all caused by the vessel and/or by reason of the terms and conditions on which members of the crew are employed or by reason of any trading of this or any other vessel under same Ownership or operation or control, the payment of hire shall cease for the time thereby lost and all extra directly related expenses incurred due to above are to be for Owner's account and may be deducted from hire.

Clause 51 Inspection

The Charterers and/or their supercargo(es) shall have free and unlimited access to the whole vessel including, but not limited to, bridge, holds, engine room, all vessels tanks including bunker, lubricating oil, sludge, ballast water, fresh water tanks during the Charter period, at their own risk, under master's supervision.

Whenever possible, the Master must bring the vessel to an even trim to ensure correct bunker soundings. The Charterers and/or their supercargo(es) and/or surveyor(s) to have free and unlimited access to the vessels deck and engine log books, radio logs, tank plans, calibration scales, and/or other plans as requested and are allowed to make copies of original log books on board.

Other Rider Clauses

Clause 52 Insurance

Premium for basic war risks insurance on hull and machinery and officers/crew always to be for Owner's account. Any additional premium charged by vessel's underwriters solely arising from the vessel proceeding at the Charterers request to areas designated as excluded areas by vessels war risks underwriters to be for Charterers' account, however, same not to exceed what would have been quoted or charged if the vessel was covered on the London market. If Owners have not covered basic war risks insurance, Charterers only to pay the differential as if Owners were covered and only against presentation of underwriters original invoice.

Blocking and trapping insurance always to be for Owner's account.

Clause 53 Laying Up/Return Insurance

Charterers shall have the right to order the laying up of the vessel at any time and for any period of time at a safe berth or anchorage, and in the event of such lay-up, the Owners shall promptly take steps to effect all the economy savings in operating costs including insurance, which may be possible and give prompt credit to the Charterers in respect of all such economy savings.

At the request of the Charterers, the Owners shall at any time provide an estimate of the economy savings, which would be possible in the event of laying up of the vessel. The Charterers to have the benefit of any return insurance premium received by the Owners from their underwriters as and when received by reason of the vessel being in port for minimum 30 (thirty) days, provided the vessel is on hire.

Crew repatriation and re-embarkation expenses (if any) as a result of Charterers' decision to lay-up vessel are to be for Charterers' account.

Charterers are not to lay-up vessel in tropical waters. Furthermore, Charterers are to be responsible for cleaning vessels bottom in the event the vessel is laid up for a period exceeding 30 days.

Clause 54 Loading of Steel

Deleted.

Clause 55 Notices

Deleted.

Clause 56 Off-Hire

Should the vessel put back whilst on voyage by reason of any accident or breakdown, or in the event of loss of time either in port or at sea or deviation upon the course of the voyage caused by sickness of or accident to the crew or any person on board the vessel (other than supercargo traveling by request of the Charterers) or by reason of the refusal of the Master or crew to perform their duties, or by reason of salvage, or oil pollution even if alleged, or capture/seizure or detention or threatened detention by any authority including arrest, the hire shall be suspended from the time of the inefficiency until the vessel is again efficient in the same or equidistant position in Charterers option, and voyage resumed therefrom. All extra directly related expenses incurred including bunkers consumed during period of suspended hire shall be for Owner's account.

If the vessel has been off-hire for a period of more than 40 consecutive days, the Charterers are at liberty to cancel the balance of this Charter Party, in which case redelivery shall take place upon vessel being free from cargo, irrespective of redelivery ranges.

Clause 57 Oil Pollution

Owners guarantee to provide and maintain, during the entire Time Charter period, at their expense and carry on board the vessel a valid US Certificate of Financial Responsibility. Owners also guarantee to have secured current certificates for other countries/federal, state or municipal or other division or authority thereof, where guarantees are required. All such certificates to be valid throughout the entire Time Charter period.

The Charterers shall in no case be liable for any damages as a result of the Owners failure to obtain the aforementioned certificates. Time lost by non-compliance to be considered as off-hire and may be deducted from hire and Owners hold Charterers harmless against any consequential losses, damages and expenses.

Clause 58 On/Off-Hire Survey

No on/off-hire survey to be held and Master's figures to be applied.

Time and bunkers remaining on board on delivery/redelivery, but Charterers' option to have a Port Captain/bunker surveyor present to ascertain bunker figures along with the Master. Any bunker surveyor expenses to be for Charterers' account.

Other Rider Clauses

No condition survey to be conducted during this Charter Party.

Clause 59 Panama/Suez Canals

Owners warrant that the vessel is fitted for the transit of the Suez and Panama Canal in loaded and/or ballast condition and complies with all and any regulations of the relevant canal authority and shall not be subject to any conditions of transit not customarily required by the relevant canal authority whether pursuant to their regulations or otherwise. Should the vessel not comply with the warranties contained in this Clause and/or any regulations or conditions of transit laid down by the relevant canal authority, Charterers may suspend hire for direct time lost and Owners to pay all expenses resulting as a consequence of Owners failure to comply with this warranty.

Clause 60 Plans

Owners to courier to the Charterers' capacity plan, deadweight scale, and general arrangement plan upon request by Charterers and expenses for Charterers' account.

Clause 61 Power Clause

The vessel to supply free of expense to Charterers sufficient per crane from the power supply panel in each crane house. Charterers have the right to fit/connect magnets, grabs or other loading/discharging equipment customary to the trade onto vessels cranes and/or power supply subject to Master's approval.

Clause 62 Protective Clauses

The General Clause Paramount, the New Both-to-Blame Collision Clause, the New Jason Clause, Baltic Conference War Risks Clause for Time Charterers 1993 (Code Name: Conwartime 1993), P&I Bunkering Clause, BIMCO ISM and ISPS Clause for Time Charters, as applicable and attached, are all to be considered as incorporated into this Charter Party and all Bill(s) of Lading issued under this Charter shall be subject to all said Clauses and contain Voywar 1993.

BIMCO Piracy Clause 2013 to apply.

BIMCO Sanctions Clause for Time Charter Parties to apply.

BIMCO Designated Entities Clause for Charter Parties to apply.

Should a particular trade on which the vessel is employed apply the USA or Canadian Clause Paramount compulsorily then such Clauses to be considered incorporated into this charter and shall be incorporated into Bills of Lading on that trade.

Clause 63 Punctual Payment

With reference to Clause 5, the Owners to give Charterers three (3) New York banking days' written notice, excluding Sundays and holidays, to rectify a failure to make punctual and regular payment before exercising their right of withdrawal.

Clause 64 Sea Carrier Initiative Agreement

Deleted.

Clause 65 Stevedore Damage

Should any damage be caused to the vessel or her fittings by the Charterers or their stevedores, the Master is to:

- a) Give written notice to the Charterers immediately after the occurrence of full particulars of the damage caused and name of the party allegedly responsible for the damage.
- b) Promptly but latest within 48 hours after occurrence give written notice to the party allegedly responsible, giving full particulars of the damage and its alleged cause and, if possible, obtain the written acknowledgement of liability from such party or, failing that, the acknowledgement of receipt of such notice.
- c) Immediately arrange, in conjunction with Charterers' agents, for the damage to be surveyed and an estimate of the repair costs given.

Failing the aforementioned, the Charterers are not to be responsible for such damage and/or loss of time, except for hidden damage, which must be attended to as per the above procedure immediately it is discovered but latest upon completion of the voyage in question.

Stevedore and other damages (as per Section B) to be repaired before redelivery at charterers expense and time. Damages for which Charterers are liable to be repaired by the Charterers at Charterers' expense at a time and place to be agreed upon mutually between the Charterers and the Owners even after redelivery; damages affecting the vessel's class to be repaired immediately and any Class surveyors' expenses to be on charterers account.

Other Rider Clauses

Stevedore damage not affecting vessel's seaworthiness and which cannot be repaired at port of redelivery can be postponed to vessel's next port after redelivery, always at Charterers' cost and time or dry dock at Charterers' cost.

Clause 66 Taxes

Taxes and/or dues and/or charges whatsoever, imposed on cargo and freight by any local or national authorities, arising out of trade under this Charter Party to be borne by Charterers.

Taxes levied by governments other than that of Owner's domicile or vessel's flag on earnings under this Charter Party other than the hire payable to Owners shall be for Charterers' account.

Clause 67 Warranties

Owners warrant that the vessel:

- Is not blacklisted by Arab countries nor anywhere else within the agreed trading limits.
- Has not trade Cuba and Israel.
- Is eligible for bunkers in the United States of America, its territories and possessions, in accordance with directives from The United States Department of Commerce, Office of International Trade.

Clause 68 Watertight Hatches

The Owners guarantee that on vessel's delivery and throughout the currency of this Charter, the vessel's hatch covers are watertight. All hatches are to be carefully attended by the crew to prevent leakage.

Owners to allow hose testing of hatch covers and manhole covers at first loading port and Owners guarantee that vessel's hatch/manhole covers are in proper condition and watertight to classification society regulations.

Clause 69 Weather Routing

The Charterers may supply an independent weather bureau advice to the Master, during voyages specified by the Charterers and the Master shall comply with the reporting procedure of the weather bureau, however, the Master remains responsible for the safe navigation and choice of route. Therefore, Master at his reasonable discretion not to follow suggested route if he considers it dangerous for the safety of the vessel. Alternatively, Charterers have the option to instruct the Master to report daily to a weather bureau during the execution of sea voyages. The weather bureau will subsequently produce a performance analysis report which to include both and take into consideration both speed and consumption.

Evidence of weather conditions shall be taken from the vessel's deck logs and independent weather bureau reports. In the event of discrepancy between the deck logs and the full independent weather bureau reports, both records should be taken into consideration equally.

Charterers have the right to instruct the Master to reduce vessel's speed/rpm (revolutions per minute) in order to optimize fuel efficiency and/or possibly to adjust vessel's speed to meet a specified time of arrival.

The Master shall comply with such written instructions from Charterers, always provided this will not result in the vessel's engine(s) operating outside the engine manufacturer's recommendations as may be published from time to time.

Clause 70 Dry Docking

No dry docking during the course of this charter party except in cases of emergencies.

Clause 71 Towage, Pilotage, etc.

The Owners authorise the Charterers, as agents of and on behalf of the Owners and/or the vessel, to arrange and contract for any towage, pilotage or the like service on usual or customary terms and/or those terms offered or required by towing/pilotage companies employed where such services are furnished.

Clause 72 War Cancellation

In the event of war, whether declared or undeclared involving any two or more countries of USA, Russia, United Kingdom, People's Republic of China, Japan, directly affecting the performance of this Charter, either party has the right to cancel this Charter or any remaining portion thereof.

Clause 73 Gangway Watchmen

Watchmen for cargo when employed by Charterers to be for Charterers' account and ordinary watchmen for the vessel's/crew property/protection, etc., if required by the Master, always to be for Owner's account, but watchmen required by a port regulation/authorities to be for Charterers' account, which includes the requirement at US ports in case the crew(s) do not have US visa.

Other Rider Clauses

Clause 74 Year 2000 Compliance

Deleted.

Clause 75 ISM Code

From the date of coming into force of the International Safety Management (ISM) Code in relation to the vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the vessel and the Company (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers. Any loss, damage, expense or delay caused by failure on the part of the Owners or The Company to comply with the ISM Code shall be for Owner's account.

Clause 76 Lien

In the event that Charterers have a contractual or statutory right of lien over cargo carried on board for hire, freight, dead freight or demurrage, Owners shall cooperate with Charterers in exercising a lien over the cargo and shall retain possession of the cargo on their behalf and deal with the cargo on Charterers' instruction, provided Charterers' request is legally correct.

Clause 77 Vessel's Description

Other Rider Clauses

Clause 78 USCG Clause

Owners confirm that the vessel is not entered on the USCG list due to vessel, flag, ownership, classification, vessel's boarding history, outstanding items noted during previous USCG inspections or due to any cause whatsoever arising from the terms/ Conditions of US Homeland Security Rules/Regulations.

Other Rider Clauses

Clause 79

All negotiations and eventual fixture to be kept strictly private and confidential and not to be disclosed to the third parties.

Clause 80 Sale Clause

Owners have the option during the period of the Time Charter to sell the vessel on the understanding that any sale will be with this charter to be performed by the new Owners.

Charterers' prior approval of the new Owners must be obtained on the understanding that this is not to be unreasonably withheld.

Clause 81 BIMCO Cargo

Fumigation Clause

- a) The Charterers shall have the option to fumigate the cargo in the Vessel's holds in port and/or at anchorage and/or in transit. Such fumigation shall be performed always in accordance with IMO Recommendations on the Safe Use of Pesticides in Ships applicable to the Fumigation of Cargo Holds, MSC.1/Circ.1264 and MSC. 1 Circ.1358 (IMO Recommendations) & any subsequent revisions.
- b) Fumigation shall be at the Charterers' risk and responsibility. Any costs and expenses incurred in connection with or as a result of such fumigation, including but not limited to gas detection equipment, respiratory protective equipment and crew training, shall be for the Charterers' account. The Charterers shall indemnify the Owners for any liabilities, losses or costs arising out of or resulting from cargo fumigation.
- c) If local authorities or IMO Recommendations require the crew to be accommodated ashore as a result of fumigation ordered by the Charterers, all costs and expenses reasonably incurred in connection thereto including, but not limited to, transportation, accommodation and victualling shall be for Charterers' account.
- d) At the discharging port or place all fumigant remains, residues and fumigation equipment shall be removed from the vessel as soon as possible and disposed by the Charterers or their servants at Charterers' risk, responsibility, cost and expense in accordance with MARPOL Annex V or any other applicable rules relating to the disposal of such materials.
- e) All time lost to the Owners in connection with or as a result of fumigation performed in accordance with sub-clause (a) shall be for Charterers' account and the vessel shall not be off-hire.
- f) The exercise by the Charterers of the option to fumigate the cargo under this Clause shall not be construed as evidence as to the condition of the cargo at the time of shipment, and the Master or the Owners are not to clause bills of lading by reason of fumigation only.
- g) In the event of a conflict between the provisions of this Clause and any implied or express provision of the Charter Party, this Clause shall prevail to the extent of such conflict, but no further.

Clause 82 Bunker Fuel Sulphur Content Clause for Time Charter Parties 2005

(a) Without prejudice to anything else contained in this Charter Party, the Charterers shall supply fuels of such specifications and grades to permit the vessel, at all times, to comply with the maximum sulphur content requirements of any emission control zone when the vessel is ordered to trade within that zone.

The Charterers also warrant that any bunker suppliers, bunker craft operators and bunker surveyors used by the Charterers to supply such fuels shall comply with Regulations 14 and 18 of MARPOL Annex VI, including the Guidelines in respect of sampling and the provision of bunker delivery notes.

The Charterers shall indemnify, defend and hold harmless the Owners in respect of any loss, liability, delay, fines, costs or expenses arising or resulting from the Charterers' failure to comply with this sub-clause (a).

(b) Provided always that the Charterers have fulfilled their obligations in respect of the supply of fuels in accordance with Sub-clause (a), the Owners warrant that:

- (i) the vessel shall comply with Regulations 14 and 18 of MARPOL Annex VI and with the requirements of any emission control zone; and
- (ii) the vessel shall be able to consume fuels of the required sulphur content when ordered by the Charterers to trade within any such zone.

Subject to having supplied the Vessel with fuels in accordance with sub-clause (a), the Charterers shall not otherwise be liable for any loss, delay, fines, costs or expenses arising or resulting from the vessel's failure to comply with Regulations 14 and 18 of MARPOL Annex VI.

(c) For the purpose of this Clause, "emission control zone" shall mean zones as stipulated in MARPOL Annex VI and/or zones regulated by regional and/or national authorities such as, but not limited to, the EU and the US Environmental Protection Agency.

Other Rider Clauses

Clause 83 BIMCO Stowaway Clause to Form Part of this Charter Party

(a) (i) The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining access to the vessel by means of secreting away in the goods and/or containers shipped by the Charterers.

(ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the vessel by means of secreting away in the goods and/or containers shipped by the Charterers, this shall amount to breach of charter for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them. Furthermore, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account and the vessel shall remain on-hire.

(iii) Should the vessel be arrested as a result of the Charterers' breach of charter according to sub-clause (a)(ii) above, the Charterers shall take all reasonable steps to secure that, within a reasonable time, the vessel is released and at their expense put up bail to secure release of the Vessel.

(b) (i) If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Owner's account and the vessel shall be off-hire.

Other Rider Clauses

(ii) Should the vessel be arrested as a result of stowaways having gained access to the vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, the Owners shall take all reasonable steps to secure that, within a reasonable time, the vessel is released and at their expense put up bail to secure release of the vessel.

Clause 84 US Customs Advance Notification/AMS Clause

(a) If the vessel loads or carries cargo destined for the US or passing through US ports in transit, the Charterers shall comply with the current US Customs regulations (19 CFR 4.7) or any subsequent amendments thereto and shall undertake the role of carrier for the purposes of such regulations and shall, in their own name, time and expense:

- (i) Have in place a SCAC (Standard Carrier Alpha Code);
- (ii) Have in place an ICB (International Carrier Bond);
- (iii) Provide the Owners with a timely confirmation of (i) and (ii) above; and
- (iv) Submit a cargo declaration by AMS (Automated Manifest System) to the US Customs and provide the Owners at the same time with a copy thereof.

(b) The Charterers assume liability for and shall indemnify, defend and hold harmless the Owners against any loss and/or damage whatsoever (including consequential loss and/or damage) and/or any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Charterers' failure to comply with any of the provisions of sub-clause (a). Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, the Vessel shall remain on hire.

(c) If the Charterers' ICB is used to meet any penalties, duties, taxes or other charges which are solely the responsibility of the Owners, the Owners shall promptly reimburse the Charterers for those amounts.

(d) The assumption of the role of carrier by the Charterers pursuant to this Clause and for the purpose of the US Customs Regulations (19 CFR 4.7) shall be without prejudice to the identity of carrier under any bill of lading, other contract, law or regulation.

Clause 85 ISPS/MTSA Clause for Time Charter Parties 2005

(a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).

(ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).

(iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owner's account, except as otherwise provided in this Charter Party.

(b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA. Where sub-letting is permitted under the terms of this Charter Party, the Charterers shall ensure that the contact details of all sub-Charterers are likewise provided to the Owners and the Master. Furthermore, the Charterers shall ensure that all sub-Charter Parties they enter into during the period of this Charter Party contain the following provision:

"The Charterers shall provide the Owners with their full style contact details and, where sub-letting is permitted under the terms of the Charter Party shall ensure that the contact details of all sub-Charterers are likewise provided to the Owners."

(ii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account, except as otherwise provided in this Charter Party.

(c) Notwithstanding anything else contained in this Charter Party all delay, costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owner's account.

(d) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

Other Rider Clauses

Clause 86

Latest BIMCO Anti-Piracy Clause 2013, with Clause (B) deleted and (A) and (C) amended to reflect Owner's prior consent to trade within risk areas. All other clauses including sub-sections of Clause (C) to remain unaltered.

Clause 87

Charterers do not have any option to rename vessels.

Clause 88 OFAC Clause

Head Owners/Disponent Owners warrant that at the commencement of and throughout the term of this Charter neither they nor the vessel is directly or indirectly owned, operated, controlled by or related to any entity or person designated by the US Office of Foreign Asset Control (OFAC) as a specially designated national and blocked person (SDN).

Clause 89

Trading exclusions

As per the JWLA/027 29th April 2021 issued by the Joint War Committee.

Other Rider Clauses

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 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 if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required by made by the goods, shippers, consignees or Owners of the goods to the carrier before delivery.

NEW BOTH TO BLAME COLLISION CLAUSE

If the ship 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 ship, the Owners of the goods 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 inability represents loss of or damage to or any claim whatsoever of the Owners of the said goods, paid or payable by the other or non-carrying ship or her Owners to the Owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying ship 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 to a collision or contact.

P&I CLUB OIL BUNKERING CLAUSE

The vessel shall have the liberty as part of the contract voyage and at any stage thereof to proceed to any port or ports whatsoever whether such ports are on or off the direct and/or customary route or routes to the ports of loading or discharge named in this Charter Party and there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of fuel tanks, deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage.

BIMCO STANDARD WAR RISK CLAUSE FOR TIME CHARTERS 2004 CODE NAME: "CONWARTIME 2004"

For the purpose of this Clause, the words:

- (i) "Owners" shall include the ship Owners, bareboat Charterers, disponent Owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
- (ii) "War Risks" shall include any actual, threatened or reported: war; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or Ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.
- (b) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.
- (c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or Ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.
- (d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their protection and Indemnity Risks), and the premiums and/or calls therefore shall be for their account.
- (ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.
- (e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.
- (f) The Vessel shall have liberty:
 - (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;
 - (ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;
 - (iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;
 - (iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;
 - (v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.
- (g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owner's intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.
- (h) If in compliance with any of the provisions of sub-clauses (b) to (g) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party.

END