

- d) Bollard Pull: Steady/Sustained Bollard Pull of not less than 65 Ton AHEAD and 60 ton ASTERN at not more than 100% MCR.
- e) Fire Fighting Capacity: FIFI 1 Class Notation with water spray (Shall be certified under which the tug is Classed)
- f) Environmental Conditions: Any location at Sri Lanka all weather conditions in and around the Port and Sri Lanka Coastal waters in all seasons
- g) Type of Fuel: Auto Diesel for the standards of Ceylon Petroleum Corporation, Sri Lanka or MGO available in Port of Colombo for the duration of chartering of the tug.
- h) Range: Range of the tugs shall be not less than 1000+/- 10% Nautical Miles at 10 knots. Tugs shall have a service speed of not less than 10 knots
- i) Year of Build: Not more than three (03) years old as on closing date of the Tender. The age of the Tug shall be determined based on month and year of delivery mentioned in Class certificate of the Tug.
- j) Type: Tug with steerable thrusters***
- k) Main Engine: Engines operating on Auto Diesel for the standards of Ceylon Petroleum Corporation, Sri Lanka or MGO available in Port of Colombo for the duration of chartering of the tug with independent remote control operations or similar flexible arrangement.***
- l) Speed: not less than 10 knots under normal weather conditions.
- m) Forward Windlass Arrangement: Windlass shall be of double rope type
- n) Towing Arrangement: Quick release tow hook/ winch with adequate strength for the towing operations.
- o) Communication: As per the statutory requirements
- p) Navigational: As per the statutory requirements Equipments
- q) Manning: As per requirements of MS Act/DG Shipping.
- r) Towing lines: 1 Nos. of 150m long on the drum and spare 1 Nos. of 150m long Ultra-high-molecular-weight polyethylene (UHMWE) towing ropes (Euroneema or its equivalent).

*performed by Port Tug. In addition render assistance to neighboring port or any other work authorized by Harbor Master or his representatives.”*

- Box 18 (I & ii); “N/A”
- Box 19 (i) : “N/A”
- Box 19 (iv): “*Auto Diesel for the standards of Ceylon Petroleum Corporation, Sri Lanka or MGO available in Port of Colombo for the duration of chartering of the tug*”
- Box 21: “*to be agreed mutually*”
- Box 22 (i): “*Charter Hire - within 30 days after completion of each 30 days of charter and Local Agency Commission in lumpsum after completion of initial charter hire period of one year*”
- Box 22 (ii & iii) ”N/A”
- Box 24: “*Thirty (30) days*”
- Box 25: ”N/A”
- Box 26: “*Twelve (12) months after expiry of the Time Charter period*”
- Box 27: “N/A”
- Box 28: “N/A”
- Box 29: “N/A”
- Box 30: “N/A”
- Box 31: “*Colombo, Sri Lanka*”
- **Box 33: “10 days extendable to 15 days at the option of the Charterer”**
- Box 34: “(c) of Cl. 34 as amended”
- **Box 35: “39 - 45”**
- In second & third lines of the Last paragraph of PART I of the charter party, insert “*the Bidding Forms - Compliance Sheet submitted by the owner along with their bid dated ..... and ” after “...ANNEX A”*
- Insert the following clause at the end of the PART I of the charter party (before the signature column); “*All terms and conditions of the bidding document*

*CES/FP/04/PT/5458 (HM) shall form part and parcel of the contract. In the event of any inconsistency, the bid document CES/FP/04/PT/5458 (HM) will prevail over any other documents”.*

## **PART II OF THE “SUPPLYTIME 2005” CHARTER PARTY**

The following amendments / deletions / additions should be incorporated to the Part II of the Charter Party for both tugs.

### **Definitions**

- Delete lines 06 to 12 (both lines inclusive).

### **Clause 1. Charter Period**

- Line No. 21, in clause 1: after “.....Box 10(i),” insert “*as per the same terms and conditions of the charter party*”
- Line No. 23, in clause 1 (c): delete lines 23 to 26 (both lines inclusive).

### **Clause 2. Delivery and Redelivery**

- Line No. 29, in clause 2: delete “*free of cargo and with clean tanks*”
- Line No. 30, in clause 2: insert “*& time*” after “.... *The date*” before “*stated in Box 5...*”
- Line No. 61 in clause 2 (c); delete “*In the event Charterers cancel*” and add “*liquidated damages shall be levied for each day of delay from Cancelling Date & Time at the rate equal to Charter rate per day subject to maximum of 10% of the contract value for the tug. In case of failure to commence the operation by 35<sup>th</sup> day from Cancelling Date & time, the Charterers shall be entitled to cancel the Charter Party and encash the Performance Security in full.*”
- **Clause 2 (c), delete lines 62 to 65 (both lines inclusive)**
- Line No. 68 in clause 2 (d); delete “*free of cargo and with clean tanks*”
- Clause 2 (e), delete lines 73 to 76 (both lines inclusive) and replace with “*Charterers shall not be obliged to pay any demobilization charge*”

### **Clause 9. Charterers to Provide**

- Clause 9 (a), lines 269 delete “*lubricant, water*” and add “*oil dispersants for Charterers use*”
- Clause 9 (a), delete lines 270 to 280 (both lines inclusive).
- Clause 9 (b), delete lines from 281 to 295 (both lines inclusive).
- Clause 9 (e & f), delete lines from 309 to 323 (both lines inclusive).

### **Clause 10. Bunkers**

- Line No. 331, in clause 10 (a) insert following lines to the end of the clause.  
“*However, the owner is required to purchase any excess of fuel than at delivery or any excess of fuel required for redelivery journey at the price prevailing within the Port of Colombo at the time of redelivery of the vessel*”
- Delete Clause 10 (b) in full, lines from 332 to 341 (both lines inclusive).
- Insert the following line as sub paragraph (e) to the Clause 10  
“*The Owner has to provide monthly statements of actual bunker fuel consumed for each month within one (01) week after the end of each month from the commencement of Time Charter.*”

### **Clause 12. Hire and Payments**

- Clause 12(b), line 438 except “*Extension of Hire*” delete the rest
- ***In clause 12 (b), delete lines from 439 to 443 (both lines inclusive) and add following. “SLPA reserves the right to extend the Time Charter up to a maximum of one (01) year in full determine by SLPA on mutual consent on terms not exceeding and for conditions not more onerous subject to approval of the ministry of Ports and Shipping. The intention to exercise the said right by the charterers shall be officially communicated to the owner at least thirty (30) days before the expiry of the Chart Party.”***
- In clause 12 (d), line 462 delete the words “*and lubricants*”.
- In clause 12 (e), line 470 add “*or agency commission or mobilization charges*” between words “*disbursement*” and “*made on*”.

under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

**45. Ship Registry**

**45.1 The Owners shall register the tugs under Sri Lankan flag for the duration of the Charter Agreement**