



**BANGLADESH SHIPPING CORPORATION**  
CHARTERING & TRAMPING DEPARTMENT  
BSC BHABAN, SALTGOLA ROAD, CHITTAGONG-4100, BANGLADESH  
TEL : + 88-031-728269, FAX : + 88-031-710506 / 722380  
E-MAIL : [gm-cht@bsc.gov.bd](mailto:gm-cht@bsc.gov.bd) [www.bsc.gov.bd](http://www.bsc.gov.bd)

Memo No. 18.16.0000.373.015.056.18

Date: 23.07.2018

**RE: M.V. BANGLAR SAMRIDDHI (IMO NUMBER: 9793832) OPEN SHANGHAI, CHINA FOR EMPLOYMENT ON TIME CHARTER WITH LAY-CAN 20-30 SEPTEMBER (MUTUALLY AGREED).**

PLEASE OFFER FIRM FOR TIME CHARTER EMPLOYMENT OF BSC VESSEL MV BANGLAR SAMRIDDHI FROM DOP SHANGHAI, CHINA FOR A PERIOD OF 06 MONTHS WITH LAY-CAN 20-30 SEPTEMBER AS PER FOLLOWING TERMS AND CONDITIONS:

1. A. CHARTERERS: ..... (NAME)  
B. DOMICILE:  
C. COMPANY REGISTERED IN:  
D. COMPANY REGISTRATION NUMBER:  
E. FULL POSTAL ADDRESS:  
F. ADDRESS FOR SERVICE OF DOCUMENTS INCL. DEMURRAGE CLAIMS IF DIFFERENT TO:  
G. PERSON/DEPARTMENT/CONTACT DETAILS FOR CHARTERING MATTERS:  
H. PERSON/DEPARTMENT/CONTACT DETAILS FOR OPERATIONAL MATTERS:  
I. PERSON/DEPARTMENT/CONTACT DETAILS FOR FREIGHT AND OR DEMURRAGE PAYMENTS:  
J. PERSON/DEPARTMENT/CONTACT DETAILS FOR CLAIMS HANDLING:  
K. PERSON/DEPARTMENT AUTHORIZED FOR SIGNING LOI'S ON CHARTERERS BEHALF:  
L. P&I CLUB -
2. OWNERS : BANGLADESH SHIPPING CORPORATION, CHITTAGONG, BANGLADESH.
3. **TENDER CLOSING DATE & TIME : 07.08.2018 AT 1100 HOURS BST.**
4. OFFER MUST BE SUBMITTED IN CLOSED ENVELOPE WITHIN DEADLINE IN THE TENDER BOX TO BE KEPT IN FRONT OF BOARD ROOM OF BANGLADESH SHIPPING CORPORATION, BSC BHABAN, SALTGOLA ROAD, CHITTAGONG.
5. COMMISSION : NO ADDRESS OR BROKERAGE COMMISSION PAYABLE BY BSC.
6. PRIORITY WILL BE GIVEN TO THOSE BIDDERS WHO HAVE PROVEN RECORD OF CARRYING BANGLADESH GOVERNMENT BULK CARGOES THROUGH BANGLADESH SHIPPING CORPORATION (BSC) AND NUMBER OF SUCH SHIPMENTS TO BE MENTIONED.
7. VALIDITY OF OFFER : OFFER MUST REMAIN VALID FOR AT LEAST 168 WORKING HOURS OR 7 WORKING DAYS FROM THE TIME OF OPENING OF OFFERS.
8. DOCUMENTS ATTACHED WITH PROPOSAL:
  - A. PROFILE OF PRINCIPALE/CHARTERER'S
  - B. CREDIBILITY REPORT ABOUT PRINCIPALE/CHARTERER'S BACKGROUND, BUSINESS REPUTATION, FINANCIAL STATUS FROM Lloyd's LIST INTELLIGENCE COMPANY RESEARCH) OR InfoSpectrum OR SIMILAR REPUTED COMPANY.
  - C. LAST ONE YEAR'S BUSINESS PERFORMANCE OF PRINCIPAL WITH CREDENTIALS (Fixture or Charterparty).



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D. CURRENT BANK SOLVENCY CERTIFICATE OF PRINCIPALE/CHARTERER'S AND BROKER

9. **DURATION/TRIP DESCRIPTION :**

THE OWNERS AGREE TO LET, AND THE CHARTERERS AGREE TO HIRE, THE VESSEL FROM THE TIME OF DELIVERY, FOR 01 (ONE) YEAR AND MAY BE EXTENDED FOR ANOTHER 1(ONE) YEAR ON FUTURE FREIGHT TREND WITHIN BELOW MENTIONED TRADING LIMITS.

a) **TRADING EXCLUSIONS:**

OWNERS GUARANTEE VESSEL IS NOT BLACKLISTED BY C/P TRADING COUNTRIES DUE TO VESSEL'S FLAG/OWNERSHIP/OPERATORS/AGE WHATSOEVER, AND WITH NECESSARY CERTIFICATES ACCEPTABLE TO ITF OR EQUIVALENT THROUGHOUT THE DURATION OF THE CHARTER.

VESSEL TO TRADE WORLDWIDE ALWAYS BETWEEN SAFE BERTHS, SAFE PORTS, SAFE ANCHORAGES, SAFE PLACES ALWAYS SAFELY AFLOAT, ALWAYS WITHIN INSTITUTE WARRANTY LIMITS, ALWAYS WITHIN WAR RISK TRADING WARRANTY AND ALWAYS EXCLUDING WAR AND WARLIKE ZONES AS DECLARED BY OWNERS' WAR RISK UNDERWRITERS FROM TIME TO TIME AND COUNTRIES WHICH MAY BE EXCLUDED/ EMBARGOED/ BOYCOTTED BY GOVERNING AUTHORITIES OF VESSEL'S FLAG / UN / NATO / USA / EU. ALSO THE VESSEL NEVER TO FORCE ICE, NEVER TO FOLLOW ICE BREAKER, ALWAYS WITHIN ICE FREE PORTS AND ALWAYS EXCLUDING BLOCKED PORTS AND AREAS/ PLACES WHERE NAVIGATIONAL AIDS ARE NOT IN POSITION. CHARTERERS OPTION TO BREACH IWL, AGAINST PAYING ADDITIONAL INSURANCE PREMIUM, BUT VESSEL NOT TO ANY PORTS WHERE THERE IS ICE. CHARTERERS EMPLOY THEIR OWN TALLY SURVEYOR FOR AFRICAN PORTS, SPECIFICALLY TO PROTECT THEIR, AND OWNERS, INTERESTS FOR CARGO CLAIMS, SHORT LANDINGS ETC.

CHARTERERS MAY TRADE IN PLACES WHERE AN EXTRA WAR RISK PREMIUM IS IMPOSED BY VESSEL'S WAR RISK UNDERWRITERS AND/OR P&I CLUB, PROVIDED THAT THIS PLACE IS ALLOWED BY FLAG STATE AND THAT OWNERS DEEM THAT GIVEN THE STATUS OF HOSTILITIES/UNREST AT THE TIME WARRANT THAT IT IS SAFE TO DO SO AND PERMISSION FOR SAME IS NOT TO BE UNREASONABLY WITHHELD.

ALL ADDITIONAL PREMIUM AS PER VESSELS UNDERWRITER'S VOUCHERS, INCLUDING CREW BONUS, COVER FOR BLOCKING AND TRAPPING, COVER OF THE DEDUCTIBLES ETC, TO BE FOR CHARTERERS ACCOUNT.

FOLLOWING PORTS/ PLACES / COUNTRIES ARE ALWAYS TO BE EXCLUDED:

(ALASKA, SWEDEN, FINLAND, ICELAND)- (SEE BELOW), GREAT LAKES, SWEDEN, FINLAND, ICELAND, NEWFOUNDLAND, LABRADOR, HUDSON BAY, GREENLAND, T.O. CYPRUS, ISRAEL, LEBANON, LIBYA (INCLUDING GULF OF SIDRA/SIRTE, HOWEVER IF POLITICAL SITUATION STABILITY AND SHIPPING INTO LIBYA BECOMES MORE COMMONPLACE/FREQUENT WITH MINIMAL RISK TO VESSEL/CREW SAFETY, THEN OWNERS WILL AGREE TO REVIEW THIS EXCLUSION ON A CASE BY CASE BASIS) SYRIA, SEA OF AZOV (BETWEEN 1 NOV AND 30 APRIL), GEORGIA, IRAQ, IRAN, YEMEN, SOMALIA, SUDAN, ERITREA, ETHIOPIA, IVORY COAST (BUT ABIDJAN IS ALLOWED), BENIN, NIGERIA, DRC PERMITTED WITH OWNERS PRIOR PERMISSION, NORTH KOREA, RIVER ORINOCO ABOVE MATANZAS, CUBA (BUT USA/UN APPROVED CARGO OK), ALL RUSSIAN CIS PACIFIC/SIBERIAN PORTS, COMOROS ISLANDS, AMAZON RIVER ABOVE TROMBETAS + MANAUS, RIVER PLATE ABOVE SAN LORENZO AND ANY WAR/ WARLIKE ZONE OR AREA.

+

JAPAN - IS ALLOWED, BUT CHARTERERS ARE RESPONSIBLE FOR CHECKING THAT THERE IS NO RADIATION RISK AT THE INTENDED PORT(S) OF CALL. THE BIMCO RADIATION CLAUSE IS TO BE INCORPORATED INTO THIS C/P.



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+  
(ALASKA, SWEDEN, FINLAND, ICELAND) ALLOWED DURING THE SUMMER SEASON, BUT ONLY WITH OWNERS PRIOR APPROVAL WHICH NOT TO BE UNREASONABLY WITHHELD.

+  
ST LAWRENCE GULF (EXCLUDING SEAWAY) IS ALLOWED BUT ONLY UP TO MONTREAL AND NOT BETWEEN END NOV - END APRIL OF EACH RESPECTIVE YEAR AND ACCORDING TO PORT/CANAL REGULATIONS CHARACTERISTICS. CHARTERERS TO PAY ALL EXTRA INSURANCE/ PREMIUM AS IMPOSED BY VESSEL'S UNDERWRITERS.

+  
VESSEL NOT TO SAIL DIRECTLY BETWEEN P.R.C. AND TAIWAN OR VICE VERSA.

+  
VESSEL SHALL NOT BE SUBLET, SUB-CHARTERED (EITHER ON VOYAGE OR TIMECHARTER) TO ANY COMPANY OR ORGANISATION BASED IN NIGERIA, CUBA, N KOREA OR ISRAEL, OR ANY OTHER COUNTRY WHICH MAY LEAD TO SUBSEQUENT BOYCOTT OF THE VESSEL. VESSEL IS NOT BE BOUND TO ENTER ANY PLACE WHERE FEVER OR EPIDEMICS ARE PREVALENT OR TO WHICH THE MASTER, OFFICERS AND CREW ARE NOT BOUND TO FOLLOW THE VESSEL.

+  
CHARTERERS SHOULD ADVISE OWNERS/ MASTER IN WRITING WELL BEFOREHAND OF ANY INTENDED PORT(S) OF CALL AND/OR CANALS WHICH MAY REQUIRE ANY INSPECTION OR OTHER CERTIFICATION WHICH IS NOT ISSUED UNDER VESSELS FLAG/ REGISTRY.

+  
CHARTERERS HAVE OPTION TO BREAK INSTITUTE WARRANTY LIMITS SUBJECT TO OWNERS PRIOR APPROVAL WHICH SHALL NOT BE UNREASONABLY WITHHELD, PAYING ANY PREMIUM AS LEVIED BY OWNERS UNDERWRITERS.

+  
VESSEL'S CALLING IRAQ IS ALWAYS SUBJECT TO FOLLOWING CONDITIONS: -

- A. VESSEL SHALL CALL IRAQ ENTIRELY AT CHARTERERS RISK, RESPONSIBILITY, COST AND EXPENSES.
- B. CHARTERERS TO PAY ALL ADDITIONAL WAR RISK PREMIUM AS PER OWNERS UNDERWRITERS INVOICE.
- C. ANY DELAY, DETENTION, ARREST SHALL BE FOR CHARTERERS ACCOUNT AND VESSEL SHALL REMAIN ON HIRE AND CHARTER HIRE SHALL CONTINUE TO ACCRUE.
- D. CHARTERERS TO HANDLE ALL CARGO CLAIMS AS FIRST INSTANCE.
- E. IF VESSEL HAS TO WAIT AT UMM QASR ANCHORAGE, CHARTERERS SHALL ARRANGE DEPLOYMENT OF 04 NOS ARMED WATCHMEN AT THEIR COST FOR THE SAFETY AND SECURITY OF THE VESSEL AT UMM QASR ANCHORAGE.

b) BERTHS –

THE VESSEL SHALL BE LOADED AND DISCHARGED IN ANY SAFE ANCHORAGE OR AT ANY SAFE BERTH OR SAFE PLACE THAT THE CHARTERERS OR THEIR AGENTS MAY DIRECT, PROVIDED THE VESSEL CAN SAFELY ENTER, LIE AND DEPART ALWAYS AFLOAT.

c) SUBLET –

SINGLE SUB-CHARTERER WILL BE ALLOWED UNDER THE C/P.

THE CHARTERER SHALL HAVE THE LIBERTY TO SUB-LET THE VESSEL TO A SUB-CHARTERER



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WHO IS FINANCIALLY SOUND AND HAS GOOD REPUTATION IN CHARTERING MARKET, FOR ALL OR ANY PART OF THE TIME COVERED BY THIS C/P, BUT FOR THE SUB-CHARTER THE CHARTERER TO REMAIN FULLY RESPONSIBLE FOR FULFILLMENT OF THIS CHARTER PARTY. IN THE EVENT OF PUTTING THE VESSEL UNDER SUB-CHARTER, CHARTERER TO BRING IT TO THE NOTICE OF THE OWNERS WITHIN 24 HOURS OF SUB-CHARTER AGREEMENT PROVIDING FULL-STYLE CONTACT ADDRESS AND THE BACKGROUND OF THE SUB-CHARTERER(S). IN CASE OF ANY DISPUTES/CONFLICT AMONGST CHARTERER, SUB-CHARTERER(S) AND ANY OTHER THIRD PARTIES AND ALSO IF THE VESSEL IS ARRESTED OR DETAINED THEREOF, THE CHARTERER SHALL BE UNDER THE OBLIGATION TO RESOLVE ANY SUCH DISPUTE/CONFLICT/CLAIMS/LIABILITIES ETC. DIRECTLY WITH THE PARTIES CONCERNED WITHOUT INVOLVING OWNERS AND SHALL ARRANGE RELEASE OF VESSEL FROM ARREST OR DETENTION AT THEIR COST, RISKS, RESPONSIBILITIES, TIME AND EXPENSES ABSOLVING OWNERS FROM ANY/ALL SUCH CLAIMS, RESPONSIBILITIES, LIABILITIES OF ANY NATURE AND VESSEL SHALL REMAIN ON HIRE .

### 10. **DELIVERY:**

THE VESSEL SHALL BE PLACED AT THE DISPOSAL OF THE CHARTERERS AT DOP SHANGHAI, CHINA, ATDNSSHINC. THE VESSEL ON HER DELIVERY SHALL BE READY TO RECEIVE CARGO WITH CLEAN SWEEP HOLDS AND TIGHT, STAUNCH, STRONG AND IN EVERY WAY FITTED FOR ORDINARY CARGO SERVICE, HAVING WATER BALLAST AND WITH SUFFICIENT POWER TO OPERATE ALL CARGO HANDLING GEAR SIMULTANEOUSLY.

THE OWNERS SHALL KEEP THE CHARTERERS INFORMED OF THE VESSEL'S ITINERARY. PRIOR TO THE ARRIVAL OF THE VESSEL AT THE DELIVERY PORT OR PLACE, THE OWNERS SHALL SERVE THE CHARTERERS WITH 7 DAYS' APPROXIMATE AND THEN 5/3/2/1 DAYS DEFINITE NOTICES OF THE VESSEL'S DELIVERY. FOLLOWING THE TENDER OF ANY SUCH NOTICE THE OWNERS SHALL GIVE OR ALLOW TO BE GIVEN TO THE VESSEL ONLY SUCH FURTHER EMPLOYMENT ORDERS, IF ANY, AS ARE REASONABLY EXPECTED WHEN GIVEN TO ALLOW DELIVERY TO OCCUR ON OR BEFORE THE DATE NOTIFIED. THE OWNERS SHALL GIVE THE CHARTERERS AND/OR THEIR LOCAL AGENTS NOTICE OF DELIVERY WHEN THE VESSEL IS IN A POSITION TO COME ON HIRE.

ACCEPTANCE OF DELIVERY OF THE VESSEL BY THE CHARTERERS SHALL NOT PREJUDICE THEIR RIGHTS AGAINST THE OWNERS UNDER THIS CHARTER PARTY.

### 11. LAYDAYS/CANCELLING:

**20 -30 SEPTEMBER, 2018** SUBJECT TO MUTUALY AGREED.

### 12. REDELIVERY:

THE VESSEL SHALL BE REDELIVERED TO THE OWNERS IN LIKE GOOD ORDER AND CONDITION, ORDINARY WEAR AND TEAR EXCEPTED, AT DLOSP STRAIT OF MALACCA - BAY OF BENGAL RANGE.

THE CHARTERERS SHALL KEEP THE OWNERS INFORMED OF THE VESSEL'S ITINERARY. PRIOR TO THE ARRIVAL OF THE VESSEL AT THE REDELIVERY PORT OR PLACE, THE CHARTERERS SHALL SERVE THE OWNERS NOT LESS THAN 30 (THIRTY) DAYS NOTICE OF THE VESSEL'S EXPECTED DATE AND PROBABLE PORT OF REDELIVERY AND THEN 15/10/7/5/3/2/1 DAYS DEFINITE NOTICE OF REDELIVERY. FOLLOWING THE TENDER OF ANY SUCH NOTICES THE CHARTERERS SHALL GIVE OR ALLOW TO BE GIVEN TO THE VESSEL ONLY SUCH FURTHER EMPLOYMENT ORDERS, IF ANY, AS ARE REASONABLY EXPECTED WHEN GIVEN TO ALLOW REDELIVERY TO OCCUR ON OR BEFORE THE DATE NOTIFIED.

ACCEPTANCE OF REDELIVERY OF THE VESSEL BY THE OWNERS SHALL NOT PREJUDICE THEIR RIGHTS AGAINST THE CHARTERERS UNDER THIS CHARTER PARTY.

### 13. SUB OWNERS MANAGEMENT'S ACCEPTANCE OF CHARTERER'S BACKGROUND,



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CREDIBILITY, FINANCIAL STATUS AND BUSINESS REPUTATION ETC AND ALSO SUB POSITIVE REPORT FROM LLOYD'S MIU COMPANY RESEARCH LONDON ABOUT CHARTERERS.

### **14. ON – OFF HIRE SURVEY**

AT FIRST LOADING PORT A FULL JOINT ON-HIRE SURVEY TO ASCERTAIN VESSEL'S CONDITIONS AND BUNKER REMAINING ON BOARD ON DELIVERY TO BE HELD IN OWNERS TIME. AT THE TIME OF REDELIVERY A FULL JOINT OFF-HIRE SURVEY TO ASCERTAIN VESSEL'S CONDITIONS AND BUNKER REMAINING ON BOARD ON REDELIVERY TO BE HELD IN CHARTER'S TIME. COST OF SUCH SURVEYS TO BE EQUALLY SHARED BETWEEN OWNERS & CHARTERERS. CHARTERERS OPTION TO PERFORM BUNKER SURVEY ONLY; OR TO WAIVE ALL SURVEYS AND ACCEPT MASTER'S FIGURE.

### **15. OWNERS TO PROVIDE**

- a. THE OWNERS SHALL PROVIDE AND PAY FOR THE INSURANCES OF THE VESSEL, EXCEPT AS OTHERWISE PROVIDED, AND FOR ALL PROVISIONS, CABIN, DECK, ENGINE-ROOM AND OTHER NECESSARY STORES, BOILER WATER AND LUBRICATING OIL; SHALL PAY FOR WAGES, CONSULAR SHIPPING AND DISCHARGING FEES OF THE CREW AND CHARGES FOR PORT SERVICES PERTAINING TO THE CREW/CREW VISAS; SHALL MAINTAIN THE VESSEL'S CLASS AND KEEP HER IN A THOROUGHLY EFFICIENT STATE IN HULL, MACHINERY AND EQUIPMENT FOR AND DURING THE SERVICE, AND HAVE A FULL COMPLEMENT OF MASTER, OFFICERS AND RATINGS.
- b. THE OWNERS SHALL PROVIDE ANY DOCUMENTATION RELATING TO THE VESSEL AS REQUIRED TO PERMIT THE VESSEL TO TRADE WITHIN THE AGREED LIMITS, INCLUDING BUT NOT LIMITED TO INTERNATIONAL TONNAGE CERTIFICATE, SUEZ AND PANAMA TONNAGE CERTIFICATES, CERTIFICATES OF REGISTRY, AND CERTIFICATES RELATING TO THE STRENGTH, SAFETY AND/OR SERVICEABILITY OF THE VESSEL'S GEAR. SUCH DOCUMENTATION SHALL BE MAINTAINED DURING THE CURRENCY OF THE CHARTER PARTY AS NECESSARY.  
OWNERS SHALL ALSO PROVIDE AND MAINTAIN SUCH CERTIFICATES OF FINANCIAL RESPONSIBILITY FOR OIL POLLUTION TO PERMIT THE VESSEL TO TRADE WITHIN THE AGREED LIMITS AS MAY BE REQUIRED AT THE COMMENCEMENT OF THE CHARTER PARTY. HOWEVER, IN THE EVENT THAT, AT THE TIME OF RENEWAL, A CERTIFICATE OF FINANCIAL RESPONSIBILITY IS UNAVAILABLE IN THE MARKET PLACE, OR, THE PREMIUM FOR SAME INCREASES SIGNIFICANTLY OVER THE COURSE OF THE CHARTER PARTY, THEN OWNERS AND CHARTERERS SHALL DISCUSS EACH WITH THE OTHER TO FIND A MUTUALLY AGREEABLE SOLUTION FOR SAME, FAILING SUCH SOLUTION THE PORT(S) THAT REQUIRE SAID CERTIFICATE OF FINANCIAL RESPONSIBILITY ARE TO BE CONSIDERED AS ADDED TO THE VESSEL'S TRADING EXCLUSIONS.
- c. THE VESSEL TO WORK NIGHT AND DAY IF REQUIRED BY THE CHARTERERS, WITH CREW OPENING AND CLOSING HATCHES, WHEN AND WHERE REQUIRED AND PERMITTED BY SHORE LABOR REGULATIONS, OTHERWISE SHORE LABOR FOR SAME SHALL BE FOR THE CHARTERERS' ACCOUNT.

### **16. CHARTERERS TO PROVIDE**

- (a) THE CHARTERERS, WHILE THE VESSEL IS ON-HIRE, SHALL PROVIDE AND PAY FOR ALL THE BUNKERS; SHALL PAY FOR PORT CHARGES (INCLUDING COMPULSORY GARBAGE DISPOSAL), GANGWAY WATCHMEN AND CARGO WATCHMEN INCLUDING ADDITIONAL IF REQUIRED BY MASTER, ALL PILOTAGES, CANAL DUES, TOWAGES, AGENCIES, COMMISSIONS, CONSULAR CHARGES (EXCEPT THOSE PERTAINING TO INDIVIDUAL CREW MEMBERS OR FLAG OF THE VESSEL), AND ALL



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OTHER USUAL EXPENSES EXCEPT THOSE STATED IN THE CLAUSE NAMED "OWNERS TO PROVIDE".

- (b) FUMIGATIONS ORDERED BECAUSE OF ILLNESS OF THE CREW OR FOR INFESTATIONS PRIOR TO DELIVERY UNDER THIS CHARTER PARTY SHALL BE FOR THE OWNERS' ACCOUNT. FUMIGATIONS ORDERED BECAUSE OF CARGOES CARRIED OR PORTS VISITED WHILE THE VESSEL IS EMPLOYED UNDER THIS CHARTER PARTY SHALL BE FOR THE CHARTERERS' ACCOUNT.
- (c) THE CHARTERERS SHALL PROVIDE AND PAY FOR NECESSARY DUNNAGE, LASHING MATERIALS, GRABBER AND ALSO ANY EXTRA FITTINGS REQUISITE FOR A SPECIAL TRADE OR UNUSUAL CARGO, BUT THE OWNERS SHALL ALLOW THEM THE USE OF ANY DUNNAGE ALREADY ABOARD THE VESSEL. PRIOR TO REDELIVERY THE CHARTERERS SHALL REMOVE THEIR DUNNAGE, FITTINGS AND LASHING MATERIALS AT THEIR COST AND IN THEIR TIME.

### 17. PERFORMANCE OF VOYAGES

THE MASTER SHALL PERFORM THE VOYAGES WITH DUE DESPATCH, AND SHALL RENDER ALL CUSTOMARY ASSISTANCE WITH THE VESSEL CREW. THE MASTER SHALL BE CONVERSANT WITH THE ENGLISH LANGUAGE AND (ALTHOUGH APPOINTED BY THE OWNERS) SHALL BE UNDER THE ORDERS AND DIRECTIONS OF THE CHARTERERS AS REGARDS EMPLOYMENT AND AGENCY AND THE CHARTERERS SHALL PERFORM ALL CARGO HANDLING, BUT NOT LIMITED TO LOADING, STOWING, TRIMMING, LASHING SECURING, DUNNAGING, UNLASHING, DISCHARGING, AND TALLYING, AT THEIR RISK AND RESPONSIBILITY AND EXPENSE, UNDER THE SUPERVISION OF THE MASTER.

IF THE CHARTERERS SHALL HAVE REASONABLE CAUSE TO BE DISSATISFIED WITH THE CONDUCT OF THE MASTER OR OFFICERS, THE OWNERS SHALL, ON RECEIVING PARTICULARS OF THE COMPLAINT, INVESTIGATE THE SAME, AND, IF NECESSARY, MAKE A CHANGE IN THE APPOINTMENTS.

### 18. BUNKER CLAUSE

- a. VESSEL TO BE DELIVERED WITH ABOUT .....MT IFO/ .....MT MDO AND TO BE RE-DELIVERED WITH ABOUT THE SAME BUNKER AS ON DELIVERY BUT SUFFICIENT ENOUGH TO REACH NEAREST SAFE BUNKERING PORT. BUNKER PRICES FOR MINOR ADJUSTMENTS (NOT MORE THAN 10%) ONLY BETWEEN DELIVERED/REDELIVERED QUANTITIES @ USD. ....PER MT. FOR IFO AND USD.....PER MT. FOR MDO. SAME PRICES QUANTITIES BENDS.
- b. CHARTERERS TO PAY COST OF DELIVERY BUNKER ALONG WITH 1ST HIRE AND MAY ADJUST ESTIMATED COST OF RE-DELIVERY BUNKER FROM LAST HIRE PAYMENT.

*(\*SHOULD CHARTERERS NOT BEING PAYING FOR VALUE OF BUNKERS ON DELIVERY ALONG WITH FIRST HIRE PAYMENT AND INSTEAD REDELIVERING BUNKERS WITH ABOUT THE SAME QUANTITY AS ON DELIVERY, THEN CHARTERERS TO*

- i) *PROVIDE OWNERS WITH A CLEAR BUNKERING PLAN AND CONFIRM BUNKERING ARRANGEMENTS PRIOR TO VESSELS ARRIVAL AT DISCHARGE PORT.*
- ii) *VESSEL IS TO REMAIN FULLY ON HIRE UNTIL CHARTERERS HAVE PROVIDED THE VESSEL WITH SUFFICIENT BUNKERS TO BE REDELIVERED WITH ABOUT SAME QUANTITY OF BUNKERS AS ON DELIVERY.)*
- c. VIEW VESSEL ON T/C DURING CHARTER PERIOD, SUPPLY OF BUNKERS / HEAVY OIL / IFO, DO / GO WILL BE CHARTERERS RESPONSIBILITY AND AT CHARTERERS EXPENSES.



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ALTHOUGH THE SHIPS CHIEF ENGINEER / OFFICERS SIGNS RECEIPT FOR QUANTITY OF BUNKERS RECEIVED DURING THIS TIME CHARTER PERIOD, OWNERS WILL NOT BE RESPONSIBLE FOR ANY NON-PAYMENT BY CHARTERERS TO BUNKER SUPPLIERS. IN CASE VESSEL IS DETAINED BY BUNKER SUPPLIERS OR ANY OTHER AUTHORITY / PARTY DUE TO NON PAYMENT OF BILLS BY CHARTERERS TO BUNKER SUPPLIERS, PORT AUTHORITIES, STEVEDORES, TALLY CLERK ETC. VESSEL TO REMAIN ON HIRE TILL PAYMENT IS MADE BY CHARTERERS TO CONCERNED PARTY AND VESSEL IS FREED FROM DETENTION / ARREST.

- d. PRIOR TO BUNKERING CHARTERERS ARE TO ADVISE OWNERS OF THE FULL STYLE AND CONTACT DETAILS OF BOTH TRADERS AND PHYSICAL SUPPLIERS OF THE BUNKERS. IF THE CHARTERERS ARRANGE/PURCHASE BUNKERS OR OTHER ITEMS/SERVICES FOR THE VESSEL, THEY SHALL PRIOR OBTAIN A STATEMENT SIGNED BY THE SUPPLIER OF THE SAME THAT SUCH ARE FURNISHED ON THE CREDIT OF THE CHARTERERS AND NOT ON THE CREDIT OF THE VESSEL/OWNERS & THEREFORE NO MARITIME LIEN CAN BE APPLIED ON THE VESSEL.
- e. OWNERS' OPTION TO STEM BUNKER FOR THEIR OWN ACCOUNT PROVIDED SAME DOES NOT INTERFERE WITH CHARTERERS' CARGO OPERATIONS.
- f. CHARTERERS TO SUPPLY BUNKER AS PER C/P SPECIFICATION. IN CASE OF VESSEL SHALL NOT ACCEPT ANY BUNKER OTHER THAN C/P STIPULATED GRADE UNLESS SUFFICIENT CHEMICALS AS PER VESSEL'S REQUIREMENT ARE SUPPLIED AND ALL DELAYS ARISING OUT NON ACCEPTANCE OF BUNKER BY THE VESSEL SHALL FULLY REST WITH CHARTERERS
- g. REPLENISHMENT OF BUNKERS IS ARRANGED FOR AND PAID FOR BY THE CHARTERERS AND ALWAYS UNDER THEIR RESPONSIBILITY BUT ALWAYS UNDER THE SUPERVISION OF THE MASTER. THE MASTER SHALL PAY DUE DILIGENCE FOR REPLENISHMENT OF BUNKERS SO AS NOT TO CAUSE OIL SPILLAGE WHILE BUNKERING.
- h. MASTER/CHIEF ENGINEER TO COMPLY WITH GENERAL RULES OF SUPPLIERS AS TO WITNESSING AND VERIFICATION OF THE MEASURING OF QUANTITY.
- i. OWNERS SHALL BE AT LIBERTY TO USE MDO FOR MAIN ENGINE FOR STARTING AND STOPPING OF MAIN ENGINE, DURING STAY AT PORT/ANCHORAGE, ENTERING AND LEAVING PORTS AND FOR MANOEUVRING IN SHALLOW WATERS, CANALS AND RIVERS.
- j. CHARTERERS WILL SIGN ANY ORDER FOR AND/OR RECEIPT FOR, BUNKERS ONLY IN THE NAME OF CHARTERERS AND NEITHER IN THE NAME OF THE MASTER, THE VESSEL NOR THE OWNERS.
- k. 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 AREA WHEN THE VESSEL IS ORDERED TO TRADE WITHIN THAT AREA.
- l. THE OWNERS SHALL NOT BE HELD RESPONSIBLE FOR ANY UNDER PERFORMANCE IN SPEED OR CONSUMPTION FOR ANY DAMAGE TO THE VESSEL'S ENGINES CAUSED BY THE USE OF UNSUITABLE FUELS OR FUELS NOT COMPLYING WITH THE SPECIFICATION AS STATED ABOVE
- m. BUNKERS OF DIFFERENT GRADES, SPECIFICATIONS AND/OR SUPPLIERS SHALL BE SEGREGATED INTO SEPARATE TANKS WITHIN THE VESSEL'S NATURAL SEGREGATION. THE OWNERS SHALL NOT BE HELD LIABLE FOR ANY RESTRICTION IN BUNKER CAPACITY AS A RESULT OF SEGREGATING BUNKERS AS AFOREMENTIONED.
- n. IN CASE OF ANY DISPUTE OVER FUEL QUANTITY, OWNERS TO NOTIFY CHARTERERS



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TEL : + 88-031-728269, FAX : + 88-031-710506 / 722380

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WITHIN 15 DAYS AFTER REPLENISHMENT OF BUNKER AND SEALED SAMPLES TAKEN DURING BUNKERING TO BE GOVERNING FOR THE QUALITY OF THE FUEL. THE PLACE FOR THE JOINT ANALYSIS TO BE AGREED BETWEEN OWNERS AND CHARTERERS.

### **19. BIMCO BUNKER FUEL SULPHUR CONTENT CLAUSE 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.

THAT 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 IV.

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.

### **20. RATE OF HIRE:**

THE CHARTERERS SHALL PAY FOR THE USE AND HIRE OF THE SAID VESSEL AT THE RATE OF **(TO BE MENTIONED)** PER DAY OR PRO RATA FOR ANY PART OF A DAY, COMMENCING ON AND FROM THE TIME OF HER DELIVERY; HIRE TO CONTINUE UNTIL THE TIME OF HER REDELIVERY TO THE OWNERS AS PER CLAUSE 07 (REDELIVERY).

### **21. Hold Cleaning/Residue Disposal:**

- I. THE CHARTERERS MAY REQUEST THE OWNERS TO DIRECT THE CREW TO SWEEP AND/OR WASH AND/OR CLEAN THE HOLDS BETWEEN VOYAGES AND/OR BETWEEN CARGOES AGAINST PAYMENT AT THE RATE OF USD5000.00 (IN CASE OF DIRTY CARGO HATCH CLEANING RATE OF USD 8000.00), PROVIDED THE CREW IS ABLE SAFELY TO UNDERTAKE SUCH WORK AND IS ALLOWED TO DO SO BY LOCAL REGULATIONS. IN CONNECTION WITH ANY SUCH OPERATION THE OWNERS SHALL NOT BE RESPONSIBLE IF THE VESSEL'S HOLDS ARE NOT





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ACCEPTED OR PASSED. TIME FOR CLEANING SHALL BE FOR THE CHARTERERS' ACCOUNT.

- II. UNLESS THIS CHARTER PARTY IS CONCLUDED FOR A SINGLE LADEN LEG, ALL CLEANING AGENTS AND ADDITIVES (INCLUDING CHEMICALS AND DETERGENTS) REQUIRED FOR CLEANING CARGO HOLDS SHALL BE SUPPLIED AND PAID FOR BY THE CHARTERERS. THE CHARTERERS SHALL PROVIDE THE OWNERS WITH A DATED AND SIGNED STATEMENT IDENTIFYING CLEANING AGENTS AND ADDITIVES THAT, IN ACCORDANCE WITH IMO RESOLUTION 219(63) GUIDELINES FOR THE IMPLEMENTATION OF MARPOL ANNEX V, ARE NOT SUBSTANCES HARMFUL TO THE MARINE ENVIRONMENT AND DO NOT CONTAIN ANY COMPONENT KNOWN TO BE CARCINOGENIC, MUTAGENIC OR REPROTOXIC.
- III. THROUGHOUT THE CURRENCY OF THIS CHARTER PARTY AND AT REDELIVERY, THE CHARTERERS SHALL REMAIN RESPONSIBLE FOR ALL COSTS AND TIME, INCLUDING DEVIATION, IF ANY, ASSOCIATED WITH THE REMOVAL AND DISPOSAL OF CARGO RELATED RESIDUES AND/OR HOLD WASHING WATER AND/OR CLEANING AGENTS AND DETERGENTS AND/OR WASTE. REMOVAL AND DISPOSAL AS AFORESAID SHALL ALWAYS BE IN ACCORDANCE WITH AND AS DEFINED BY MARPOL ANNEX V, OR OTHER APPLICABLE RULES.

### **22. COMMUNICATIONS; VICTUALING AND EXPENSES**

THE OWNERS SHALL VICTUAL PILOTS AND SUCH OTHER PERSONS AS AUTHORIZED BY THE CHARTERERS OR THEIR AGENTS. WHILE ON-HIRE, THE CHARTERERS SHALL PAY THE OWNERS ALONG WITH THE HIRE PAYMENTS, CLICK USD 3000.00 PER THIRTY (30) DAYS OR PRO RATA, TO COVER ALL COMMUNICATIONS, VICTUALING AND EXPENSES PROPERLY INCURRED BY THE VESSEL UNDER THE CHARTERERS' EMPLOYMENT.

### **23. HIRE PAYMENT CLAUSE**

OWNERS BELOW PAYMENT CLAUSES TO BE APPLIED

#### **(A) PAYMENT**

PAYMENT OF HIRE SHALL BE MADE WITHOUT DEDUCTIONS DUE TO CHARTERERS' BANK CHARGES SO AS TO BE RECEIVED BY THE OWNERS OR THEIR DESIGNATED PAYEE INTO THE OWNERS BANK ACCOUNT AS FOLLOWS:

THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED

20 RAFFLE PLACE # 02-00, OCEAN TOWERS, SINGAPORE 048620

SWIFT CODE: HSBCSGSG, BANK CODE: 7232

NON-FEEDER USD. FREIGHT COLLECTION ACCOUNT (FCA) NO. 260-361076-178

FOR THE CREDIT OF BANGLADESH SHIPPING CORPORATION

**REF : M.V. BANGLAR SAMRIDDHI**

IN THE CURRENCY STATED (RATE OF HIRE; HOLD CLEANING; C/V/E), IN FUNDS AVAILABLE TO THE OWNERS ON THE DUE DATE, FIFTEEN (15) DAYS IN ADVANCE, AND FOR THE LAST FIFTEEN (15) DAYS OR PART OF SAME THE APPROXIMATE AMOUNT OF HIRE, AND SHOULD THE SAME NOT COVER THE ACTUAL TIME, HIRE SHALL BE PAID FOR THE BALANCE DAY BY DAY AS IT BECOMES DUE. THE FIRST PAYMENT OF HIRE SHALL BE DUE ON DELIVERY.

#### **(B) GRACE PERIOD**



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WHERE THERE IS FAILURE TO MAKE PUNCTUAL PAYMENT OF HIRE DUE, THE CHARTERERS SHALL BE GIVEN BY THE OWNERS 48 HOURS (SATURDAYS, SUNDAYS AND HOLIDAYS EXCLUDED , WHICH AS RECOGNIZED AT THE AGREED PLACE OF PAYMENT) WRITTEN NOTICE TO RECTIFY THE FAILURE, AND WHEN SO RECTIFIED WITHIN THOSE 48 HOURS (SATURDAYS, SUNDAYS AND HOLIDAYS EXCLUDED, WHICH AS RECOGNIZED AT THE AGREED PLACE OF PAYMENT AND THE PALACE OF CURRENCY OF THE CHARTER PARTY) FOLLOWING THE OWNERS' NOTICE, THE PAYMENT SHALL STAND AS PUNCTUAL

### (C) WITHDRAWAL

FAILURE BY THE CHARTERERS TO PAY HIRE DUE IN FULL WITHIN 48 HOURS (SATURDAYS, SUNDAYS AND HOLIDAYS EXCLUDED) OF THEIR RECEIVING A NOTICE FROM OWNERS SHALL ENTITLE THE OWNERS, WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR CLAIMS THE OWNERS MAY HAVE AGAINST THE CHARTERERS:

- I. TO WITHDRAW THE VESSEL FROM THE SERVICE OF THE CHARTERERS;
- II. TO DAMAGES, IF THEY WITHDRAW THE VESSEL, FOR THE LOSS OF THE REMAINDER OF THE CHARTER PARTY.

### (D) SUSPENSION

AT ANY TIME WHILE HIRE IS OUTSTANDING, THE OWNER SHALL, WITHOUT PREJUDICE TO THE LIBERTY TO WITHDRAW BE ENTITLED TO WITHHOLD THE PERFORMANCE OF ANY AND ALL OBLIGATIONS HEREUNDER AND SHALL HAVE NO RESPONSIBILITY WHATSOEVER FOR ANY CONSEQUENCES THEREOF, AND CHARTERERS HEREBY INDEMNIFY THE OWNERS FOR ALL LEGITIMATE AND JUSTIFIABLE ACTIONS TAKEN TO SECURE THEIR INTERESTS, AND HIRE SHALL CONTINUE TO ACCRUE AND ANY EXTRA EXPENSES RESULTING FROM SUCH WITHHOLDING SHALL BE FOR THE CHARTERERS' ACCOUNT.

### (E) LAST HIRE PAYMENT

SHOULD THE VESSEL BE ON HER VOYAGE TOWARDS PORT/PALACE OF REDELIVERY AT THE TIME THE LAST PAYMENT(S) OF HIRE IS /ARE DUE, SAID PAYMENT(S) IS/ARE TO BE MADE FOR SUCH LENGTH OF TIME AS THE ESTIMATED TIME NECESSARY TO COMPLETE THE VOYAGE, INCLUDING THE DEDUCTION OF ESTIMATED DISBURSEMENTS FOR THE OWNERS' ACCOUNT BEFORE REDELIVERY. SHOULD SAID PAYMENTS NOT COVER THE ACTUAL TIME, HIRE IS TO BE PAID FOR THE BALANCE DAY BY DAY, AS IT BECOMES DUE.

WHEN THE VESSEL HAS BEEN REDELIVERED, ANY DIFFERENCE IN HIRE AND BUNKERS IS TO BE PAID BY THE CHARTERERS WITHIN FIVE (5) BANKING DAYS, AS THE CASE MAY BE.

### (F) CASH ADVANCES:

UPON OWNER'S REQUEST CHARTERERS TO ARRANGE PAYMENT IN CASH (USD CURRENCY) TO THE MASTER AS AND WHEN REQUIRED TO CARRY OUT EMERGENCY REPAIR WORKS OF THE VESSEL AND ORDINARY DISBURSEMENTS WHICH INCLUDING PROVISION/FRESH WATER ETC. AT ANY PORT AND SUCH ADVANCES SHALL BE DEDUCTED FROM NEXT CHARTER HIRE.

(G) PAYMENT OF HIRE IS A CONDITION OF THIS CHARTERPARTY AND CHARTERERS MAY ONLY DEDUCT UNDISPUTED AMOUNTS FROM HIRE.

(H) OWNERS ALSO HAVE A RIGHT OF LIEN FOR UNPAID HIRE, DAMAGES, THE COSTS OF EXERCISING ANY LIEN AND ALL OTHER SUMS DUE UNDER THIS CHARTERPARTY ON ALL PAST, PRESENT AND FUTURE SUB-HIRE, FREIGHT, SUB-FREIGHT, CARGO AND BUNKERS INCLUDING THE POWER OF SALE AND COSTS OF ENFORCING SUCH LIEN(S).

(I) IN CASE OF A GENUINE DISPUTE, CHARTERERS SHALL BE ENTITLED TO PLACE DISPUTED



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AMOUNT IN AN ESCROW ACCOUNT OR SIMILAR MEASURE ACCEPTABLE TO OWNERS.

(J) LIEN - THE OWNERS SHALL HAVE A LIEN UPON ALL CARGOES, BUNKERS, AND ALL SUB-FREIGHTS AND/OR SUB-HIRE FOR ANY AMOUNTS DUE UNDER THIS CHARTER PARTY, INCLUDING GENERAL AVERAGE CONTRIBUTIONS. THE CHARTERERS WILL NOT DIRECTLY OR INDIRECTLY SUFFER, NOR PERMIT TO BE CONTINUE, ANY LIEN OR ENCUMBRANCE WHICH MIGHT HAVE PRIORITY OVER THE TITLE AND INTEREST OF THE OWNERS IN THE VESSEL. THE CHARTERERS UNDERTAKE THAT DURING THE PERIOD OF THIS CHARTER PARTY, THEY WILL NOT PROCURE SUPPLIES OR NECESSARIES OR SERVICE, INCLUDING ANY PORT EXPENSES OR BUNKERS, ON THE CREDIT OF OWNERS OR IN THE OWNERS' TIME UNLESS SO REQUESTED BY OWNERS FOR OWNERS' OWN PURPOSES. NOTWITHSTANDING ANY OTHER PROVISION IN THIS CHARTERPARTY, IN THE EVENT THAT ANY HIRE IS OVERDUE AND OUTSTANDING, THEN OWNERS SHALL HAVE THE RIGHT TO EXERCISE A POSSESSORY LIEN OVER ANY OTHER CARGO OR BUNKERS CARRIED ON ANOTHER VESSEL UNDER ANY CHARTERPARTY BETWEEN THE PARTIES AND SHALL HAVE A LIEN OVER ALL SUB-FREIGHTS PAYABLE IN RESPECT OF ANY SUCH CARGO OR BUNKERS.

(K) OWNER'S EXPENSES

IF DURING THE CURRENCY OF THIS CHARTER PARTY ANY EXPENDITURE IS INCURRED BY CHARTERERS ON BEHALF OF THE OWNERS, THE CHARTERERS SHALL HAVE THE RIGHT TO RECOUP THEMSELVES IN RESPECT OF SUCH EXPENDITURE BY WAY OF DEDUCTION FROM ANY HIRE WHICH MAY BECOME DUE AND PAYABLE UNDER THIS CHARTER PARTY. CHARTERERS TO PROVIDE THE SUPPORTING VOUCHERS SOONEST POSSIBLE TO THE OWNERS BEFORE MAKING SUCH DEDUCTION. OWNERS' DISBURSEMENTS AND ESTIMATED VALUE OF BUNKERS REMAINING ONBOARD UPON REDELIVERY MAY BE DEDUCTED FROM THE LAST SUFFICIENT HIRE PAYMENT(S).

### **24. HULL CLEANING**

SHOULD THE VESSEL STAY IN A PORT OR PLACE IN TROPICAL WATERS FOR ANY PERIOD EXCEEDING 25 CONSECUTIVE DAYS OWNERS ARE NOT TO BE HELD RESPONSIBLE FOR ANY DEFICIENCY IN SPEED / CONSUMPTION DUE TO BOTTOM FOULING BY MARINE GROWTH, BARNACLES, ETC., IF HULL CLEANING HAS NOT TAKEN PLACE UP TO REDELIVERY CHARTERERS MAY REDELIVER THE VESSEL TO OWNERS WITH HULL FOULED AGAINST A LUMP SUM PAYMENT OF *USD 15,000*.

### **25. SPEED & CONSUMPTION**

VESSEL ECO SPEED & CONSUMPTION ARE GIVEN IN GOOD FAITH AND WITHOUT GUARANTEE.

SLOW STEAMING – WHERE THE CHARTERERS GIVE INSTRUCTIONS TO THE MASTER TO ADJUST THE SPEED OR RPM, THE MASTER SHALL, SUBJECT ALWAYS TO THE MASTER'S OBLIGATIONS IN RESPECT OF THE SAFETY OF THE VESSEL, CREW AND CARGO AND THE PROTECTION OF THE MARINE ENVIRONMENT, COMPLY WITH SUCH WRITTEN INSTRUCTIONS, PROVIDED THAT THE ENGINE(S) CONTINUE(S) TO OPERATE ABOVE THE CUT - OUT POINT OF THE VESSEL'S ENGINE(S) AUXILIARY BLOWER(S) AND THAT SUCH INSTRUCTIONS WILL NOT RESULT IN THE VESSEL'S ENGINE(S) AND/OR EQUIPMENT OPERATING OUTSIDE THE MANUFACTURERS'/DESIGNERS' RECOMMENDATIONS AS PUBLISHED FROM TIME TO TIME.

VESSEL/OWNERS ARE NOT TO BE RESPONSIBLE FOR ANY CLAIMS FROM CHARTERERS RELATED TO VESSELS SPEED AND/OR BUNKER CONSUMPTION DURING THE CURRENCY OF THIS CHARTER TO THE CHARTER PERIOD.



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### **26. SUPERCARGO AND MEALS**

THE CHARTERERS ARE ENTITLED TO APPOINT A SUPERCARGO, WHO SHALL ACCOMPANY THE VESSEL AT THE CHARTERERS RISK AND SEE THAT VOYAGES ARE PERFORMED WITH DUE DESPATCH. HE IS TO BE FURNISHED WITH FREE ACCOMMODATION AND SAME FARE AS PROVIDED FOR THE MASTER'S LABEL, THE CHARTERERS PAYING AT THE RATE OF **USD 15/-** PER DAY. THE OWNERS SHALL VICTUAL PILOTS AND CUSTOMS OFFICERS, AND ALSO, WHEN AUTHORIZED BY THE CHARTERERS OR THEIR AGENTS, SHALL VICTUAL TALLY CLERKS, STEVEDORE'S FOREMAN, ETC, CHARTERERS PAYING AT THE RATE OF. OF. **USD. 10/-** PER MEAL.

### **27. SAILING ORDERS AND LOGS**

THE CHARTERERS SHALL FURNISH THE MASTER FROM TIME TO TIME WITH ALL REQUISITE INSTRUCTIONS AND SAILING DIRECTIONS, IN WRITING, IN THE ENGLISH LANGUAGE, AND THE MASTER SHALL KEEP FULL AND CORRECT DECK AND ENGINE LOGS OF THE VOYAGE OR VOYAGES, WHICH ARE TO BE PATENT TO THE CHARTERERS OR THEIR AGENTS, AND FURNISH THE CHARTERERS, THEIR AGENTS OR SUPERCARGO, WHEN REQUIRED, WITH A TRUE COPY OF SUCH DECK AND ENGINE LOGS, SHOWING THE COURSE OF THE VESSEL, DISTANCE RUN AND THE CONSUMPTION OF BUNKERS. ANY LOG EXTRACTS REQUIRED BY THE CHARTERERS SHALL BE IN THE ENGLISH LANGUAGE.

### **28. CARGO EXCLUSIONS**

ALL CARGOES ALWAYS TO BE LOADED/STOWED/TRIMMED/CARRIED AND DISCHARGED IN STRICT ACCORDANCE WITH LOCAL/NATIONAL AND I.M.O. CODE OF SAFE PRACTICE.ANY EXTRA FITTINGS/EQUIPMENT/ETC. WHICH ARE REQUIRED TO OBSERVE SUCH REGULATIONS TO BE UNDERTAKEN BY CHARTERERS AT THEIR TIME/EXPENSES.IN CASE SHIPPERS PRESENT UNSOUND CARGO, MASTER HAS THE RIGHT TO REJECT SUCH CARGO OUTRIGHT, AND TO CALL FOR SOUND CARGO TO REPLACE SAME. ADDITIONALLY MASTER HAS THE RIGHT TO CALL FOR P & I SURVEY TO INSPECT CARGO PRIOR TO LOADING. TIME LOST DUE TO SUCH DISPUTES WITH SHIPPERS NOT TO BE TREATED AS OFF – HIRE.

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.

WITHOUT PREJUDICE TO THE FOREGOING, IN ADDITION THE FOLLOWING ARE SPECIFICALLY EXCLUDED:

ALL FLAMMABLE, OILY, COMBUSTIBLE, INJURIOUS, EXPLOSIVES, HAZARDOUS, TOXIC, CORROSIVE AND DANGEROUS CARGOES AS DEFINED BY IMO.

ACIDS, AFRICAN LOGS, AMMONIA, AMMUNITION, ANIMALS OR LIVESTOCK OF ANY DESCRIPTION, ANDALUSITE, ARMS AND/OR FIREARMS, ASBESTOS IN ANY FORM, ASPHALT, AUTOMOBILES (INCL TRUCKS AND TAILERS), BITUMEN, BONES OR BONE MEAL, BORAX, BLASTING CAPS, BLACK POWDER, BROWN COAL, BUSHELLINGS, CALCIUM CARBIDE, CALCIUM, CALCIUM HYPOCHLORITE OR OXYCHLORIDE, CHARCOAL, CAUSTIC SODA, CALCIUM CHLORIDE, CARBON BLACK, CLAY, COCOA, COFFEE, CONTAINERS, COTTON OR COTTON WASTE, CREOSOTE OR CREOSOTED GOODS, DIRECT REDUCED IRON IN ANY FORM, DRUGS AND/OR NARCOTICS, ESPARTO GRASS, ESSENTIAL OILS, EXPLOSIVES, DETONATORS OR BLASTING CAPS, FERROSILICON, FERROCHROME, FIRE BRIQUETTES, FISHMEAL, FUEL, FLYASH, 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, MALTING BARLEY, MANIOC OR MANIOC PELLETS, MAHOGANY, MOTOR SPIRIT, MOTORBLOCKS, MILITARY MACHINES (LOADED OR UNLOADED) OR CARGOES GENERALLY RELATED WITH MILITARY SERVICES, MALT, MEAT, MOBILE HOMES OR CARAVANS, NAPHTHA,NIGER SEED,



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NICKEL ORE, NUCLEAR AND RADIOACTIVE MATERIALS/SUBSTANCES/ WASTES OR PRODUCTS, PETROLEUM DERIVATIVES OR ANY PETROLEUM PRODUCT, PEAT MOSS, PITCH (IN BULK OR DRUMS), POULTRY, PRECIOUS AND RARE METALS, PYRITES IN ANY FORM, RAGS, RADIOACTIVE MATERIALS OF ANY KIND, REFRIGERATED GOODS, BULK RICE, RAILWAY WAGONS, RESINS, RUTILE SAND, POND COAL, SPENT OXIDE, SILICON, SILICA SANDS, SOLVENTS, SPICES, SPONGE IRON, STEEL SWARF, SULPHUR (EXCEPT IMSBC GROUP C GRADE WHICH IS ALLOWED), TANKAGE, TAR AND ALL ITS PRODUCTS, TEA, TOBACCO OR TOBACCO PRODUCTS, TURPENTINE, WASTE OR OLD PAPER, WOOD PULP PELLETS, WHEAT FLOUR, ZINC ASHES, BULK CEMENT, SCRAP.

PLUS

ALL CARGOES LISTED IN GROUP B OF LATEST IMDG CODE OF IMSBC CODE, EXCEPT FOR FOLLOWING WHICH ARE PERMITTED TO BE CARRIED:

ALUMINIUM NITRATE UN 1438, IMO 5.1  
AMMONIUM NITRATE UN 1942, IMO 5.1  
AMMONIUM NITRATE BASED FERTS TYPE A UN 2067, IMO 5.1  
AMMONIUM NITRATE BASED FERTS TYPE B UN 2071 IMO 9  
BARIUM NITRATE UN 1446, IMO 5.1  
CALCIUM NITRATE UN 1454 IMO 5.1  
AL MHB  
FLUORSPAR  
LEAD NITRATE UN 1469, IMO 5.1  
LIME (UNSLAKED)  
MAGNESIA (UNSLAKED)  
MAGNESIUM NITRATE UN 1474, IMO 5.1  
PEAT MOSS  
PETCOKE  
POTASSIUM NITRATE UN1486 IMO 5.1  
CALCINED PYRITES  
SODIUM NITRATE UN 1498 IMO 5.1  
SODIUM NITRATE AND POTASSIUM NITRATE MIXTURE UN 1499 IMO 5.1  
SULPHUR (LUMP AND COARSE GRAINED) UN 1350 IMO 4.1  
VANADIUM ORE  
WOODCHIPS

SAWN TIMBER AND PLYWOOD ARE ALLOWED PROVIDED NOT CREOSOTED LOADED AND LOADED UNDER DECK ONLY.

PIG IRON IS PERMITTED BUT LIMITED TO MAXIMUM 2 CARGOES AND TO BE LOADED IN ACCORDANCE WITH OWNERS PROTECTIVE CLAUSE. PIG IRON IS NOT TO BE CONSIDERED A 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

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THE OWNERS ARE TO ALLOW CHARTERERS TO CARRY UP TO A TOTAL OF 3 'DIRTY CARGOES' AS NAMED BELOW (BUT NO MORE THAN 2 OF EACH DIRTY CARGO, EXCEPT BULK CEMENT AND SCRAP OF WHICH ONLY 1 CARGO EACH IS ALLOWED) IN THIS CHARTER PERIOD. ALL CARGOES MUST BE LOADED AND DISCHARGED AS PER OWNERS PROTECTIVE CLAUSES. NO TWO DIRTY



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CARGOES MAY BE CARRIED/LOADED ON A CONSECUTIVE BASIS AND DIRTY CARGO IS NOT TO BE LAST CARRIED PRIOR TO REDELIVERY.

**DIRTY CARGOES**

**ROCKSALT / SALT**

SULPHUR (ONLY IMSBC GROUP C, PRILLED/HARMLESS TYPE IS TO BE ALLOWED),

CEMENT (BULK OR BAGGED)

CEMENT CLINKER,

SCRAP - (BUT LIMITED TO HMS 1+2 AND SHREDDED SCRAP ONLY).

PETCOKE

+

OWNERS PROTECTIVE CLAUSES

=====

IRON ORE FINES / MINERAL SANDS / CONCENTRATES + IMSBC GROUP A  
CARGO PROTECTIVE CLAUSES.

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CHARTERERS REPRESENT AND UNDERTAKE, AS A CONDITION OF THIS CHARTERPARTY, THAT, IN PROVIDING AND LOADING CARGO, CHARTERERS SHALL COMPLY WITH ALL REQUIREMENTS (BOTH RELATING TO THE PARTICULAR CARGO TO BE LOADED AND GENERALLY) SET OUT IN THE SOLAS / IMSBC CODES (TOGETHER THE CODES), AND IN ACCORDANCE WITH ALL LOCAL LAWS, RULES AND REGULATIONS APPLYING AT THE LOADING AND DISCHARGE PORTS.

PRIOR TO LOADING, THE CARGO'S TRANSPORTABLE MOISTURE LIMIT (TML) AND ACTUAL MOISTURE CONTENT SHALL BE VERIFIED AND DETERMINED BY AN INDEPENDENT SURVEYOR APPOINTED BY OWNERS AND/OR THEIR P&I CLUB, WHO SHALL ATTEND TO ASSIST AND ADVISE THE MASTER AS TO WHETHER THE CARGO IS SAFE AND SUITABLE TO CARRY, AND CHARTERERS GUARANTEE THAT OWNERS' INDEPENDENT SURVEYOR SHALL HAVE FULL APPROPRIATE ACCESS TO THE STOCKPILE FROM WHICH THE CARGO TO BE LOADED IS LIFTED. THE COSTS FOR THE INDEPENDENT SURVEY SHALL BE FOR OWNERS ACCOUNT. THE OPINIONS / VERIFICATIONS / DETERMINATIONS OF OWNERS' APPOINTED INDEPENDENT SURVEYOR SHALL BE BINDING ON OWNERS AND CHARTERERS, TO THE EXTENT THAT THERE IS DISAGREEMENT BETWEEN OWNERS AND CHARTERERS (OR THEIR APPOINTED REPRESENTATIVES) AS TO WHETHER THE CARGO IS SAFE AND / OR SUITABLE TO CARRY.

CHARTERERS SHALL PROVIDE CARGO INFORMATION AND DECLARATION (WHICH CHARTERERS' WARRANT IS IMSBC CODE COMPLIANT) PRIOR TO LOADING IN ACCORDANCE WITH THE CODES.

THE APPROPRIATE TESTING AND SAMPLING PROCEDURES TO BE USED FOR DETERMINING THE TML AND MOISTURE CONTENT OF THE CARGO SHALL BE DONE STRICTLY IN ACCORDANCE WITH THE IMSBC CODE. CHARTERERS ARE TO PROVIDE TML CERTIFICATE (TESTED WITHIN LAST 6 MONTHS PRIOR LOADING) AND MOISTURE CONTENT (MC) DECLARATION (TESTED WITHIN 7 DAYS OF LOADING), AS PER THE REQUIREMENTS OF THE IMSBC CODE. IN THE CASE OF RAINFALL DURING LOADING, CHARTERERS SHALL PROVIDE A NEW TML CERTIFICATE AND MOISTURE CONTENT DECLARATION ACCORDINGLY, AS PER THE REQUIREMENTS OF THE IMSBC CODE.

IF THE MOISTURE CONTENT OF THE CARGO IS FOUND TO BE ABOVE THE DETERMINED TML, OWNERS HAVE THE RIGHT TO REFUSE TO LOAD / CARRY THE CARGO UNTIL IT IS SAFE AND SUITABLE TO LOAD (AS VERIFIED BY OWNERS' INDEPENDENT SURVEYOR), AND ANY TIME LOST UNTIL THE CARGO SAFE AND SUITABLE TO LOAD SHALL COUNT AS LAYTIME OR AS TIME ON DEMURRAGE.



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ANY EXPENSES DIRECTLY ATTRIBUTABLE THERETO INCLUDING BUT NOT LIMITED TO SHIFTING COSTS, BERTH HIRE ETC. SHALL BE FOR CHARTERERS ACCOUNT.

### SALT / ROCKSALT

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CHARTERERS ARE PERMITTED TO CARRY MAXIMUM 2 CARGOES OF SALT / ROCKSALT IN THIS CHARTER PERIOD, NO MATTER THEY ARE FULL OR PART CARGO. 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, HOLDBLOCK 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 SPECIALIZED 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 PAY US\$750 PER HOLD AND A FURTHER US\$ 1250 PER HOLD FOR CLEANING AND REMOVAL OF HOLD BLOCK.
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 LOSS OF TIME, COSTS AND CONSEQUENCES INCLUDING DETENTION IN THE EVENT VESSELS HOLDS ARE REJECTED FOR LOADING ANY SUBSEQUENT CARGO, AS A RESULT OF CHARTERERS ELECTING TO LOAD SALT/ROCK SALT.
7. LIMEWASH ONLY TO BE USED WHERE/WHEN HOLDBLOCK IS NOT AVAILABLE.

### SULPHUR

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SULPHUR PERMITTED UNDER THIS CHARTER PARTY TO BE IMSBC GROUP C, HARMLESS, GRANULATED OR PRILLED TYPE ONLY. CHARTERERS ARE PERMITTED TO CARRY MAXIMUM 2 CARGOES OF SULPHUR IN THIS PERIOD CHARTER, WHETHER THEY BE FULL OR PART CARGO. HOLD BLOCK APPLICATIONS, TO BE FOR CHARTERERS' TIME AND EXPENSE DURING THE ENTIRE PERIOD ON FOLLOWING CONDITIONS:

- 1) CHARTERERS UNDERTAKE TO USE HOLDS A LITTLE AS POSSIBLE, PROVIDED VESSEL'S STABILITY, TRIM AND STRESS PERMIT.
2. PRIOR TO LOADING, HOLDBLOCK 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 SPECIALIZED WORKSHOP OR BY SHIPS CREW PROVIDED THAT ALL REQUIRED EQUIPMENT AND INSTRUCTIONS ARE DELIVERED TO THE CREW. IN CASE CREW APPLY HOLD BLOCK/LIMEWASH THEN CHARTERERS TO PAY US\$750 PER HOLD AND A FURTHER USD\$ 1250



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PER HOLD FOR CLEANING AND REMOVAL OF HOLD BLOCK.

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 LOSS OF TIME, COSTS AND CONSEQUENCES INCLUDING DETENTION IN THE EVENT VESSELS HOLDS ARE REJECTED FOR

LOADING ANY SUBSEQUENT CARGO, AS A RESULT OF CHARTERERS ELECTING TO LOAD SULPHUR.

7. LIMEWASH ONLY TO BE USED WHERE/WHEN HOLDBLOCK IS NOT AVAILABLE.

### SCRAP

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CHARTERERS ARE PERMITTED TO CARRY MAXIMUM ONE CARGO OF SCRAP IN THIS CHARTER PERIOD, NO MATTER THEY ARE 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 IN ORDER TO BUILD UP A CUSHION OF MINIMUM 1 METER HIGH, 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.

6. ANY DIRECTLY RELATED EXPENSE RESULTING FROM LOADING SCRAP SUCH AS BUT NOT LIMITED TO HOLD CLEANING AND REPAIR TO THE DAMAGED PAINT COATING IN HOLD 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 VESSELS HOLDS ARE





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REJECTED FOR LOADING ANY SUBSEQUENT CARGO, AS A RESULT OF CHARTERERS ELECTING TO LOAD SCRAP.

7. CHARTERERS SHALL PAY AN ADDITIONAL LUMP SUM OF US\$ 15,000 TO OWNERS FOR THE CARRIAGE OF 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 AS LITTLE AS POSSIBLE, PROVIDED 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. PRIOR TO LOADING, CHARTERERS SHALL ARRANGE AND PAY FOR THE CARGO HOLD BLOCK TO PUT ON A COATING WITH SUITABLE CHEMICAL TO COVER THE CARGO HOLD AT THEIR TIME AND EXPENSE.

4. SHOULD ANY ADDITIONAL/SPECIAL WASHING DOWN OF HOLDS BEFORE LOADING BE REQUIRED OR RECOMMENDED BY THE MASTER, CHARTERERS UNDERTAKE TO ARRANGE IT AT THEIR TIME/EXPENSE PAYING CREW AT INTERMEDIATE HOLD CLEANING RATE WHERE APPROPRIATE.

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 US\$ 750 PER HOLD IN ADDITION TO NORMAL INTERMEDIATE HOLD CLEANING 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 VESSELS HOLDS ARE REJECTED FOR LOADING ANY SUBSEQUENT CARGO, AS A RESULT OF CHARTERERS ELECTING TO LOAD PETCOKE /COKE.

### STEEL CARGOES & VEHICLES (IF ALLOWED UNDER THIS CHARTER)

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1) CHARTERERS UNDERTAKE TO STOW STEEL CARGOES OR VEHICLES IN ACCORDANCE WITH MASTERS RECOMMENDED STOWAGE PLAN AND WITHIN VESSEL STABILITY, TRIM AND ALLOWING FOR RELEVANT TANK TOP STRENGTHS AND VESSEL STRESSES.

2) WHERE THE VESSEL IS REQUIRED TO LOAD STEEL CARGO OWNERS SHALL CARRY OUT A PRELOADING/PREDISCHARGE SURVEY/TALLY/HATCHCOVER TEST USING OWNERS P&I CLUB APPROVED SURVEYOR,

WHERE THE VESSEL IS REQUIRED TO LOAD VEHICLES, OWNERS SHALL CARRY OUT A LASHING SURVEY AND GENERAL INSPECTION, A SURVEY TO ASSESS THE ADEQUACY OF THE LASHING/SECURING EQUIPMENT/ STOWAGE AND/OR THE LOADING AND OR DISCHARGE OF THE DECK CARGO AS REQUESTED BY THE OWNER/ MASTER WHICH TO USE OWNERS P&I CLUB



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APPROVED SURVEYOR, A COPY OF WHOSE REPORTS ARE TO BE GIVEN TO CHARTERERS WHICH SHALL BE CONSIDERED A JOINT SURVEY AND ALL PRELOADING/ PREDISCHARGE SURVEYS TO BE EQUALLY SHARED BETWEEN OWNERS /CHARTERERS. IN THE EVENT REMARKS ARE REQUIRED TO BE MADE ON THE MATES RECEIPT, SAME SHALL BE IN ACCORDANCE WITH BUT LIMITED TO THOSE RECORDED IN THE PRELOADING / PREDISCHARGE SURVEY/TALLY REPORT.

3) UNDER NO CIRCUMSTANCES IS CALIFORNIA BLOCK STOW PERMITTED.

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 DISCHARGING, CHARTERERS ARE RESPONSIBLE FOR SAFE REMOVAL AND DISPOSAL OF ALL DUNNAGE IN THEIR TIME AND AT THEIR EXPENSE.

### **PIG IRON**

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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 MASTERS 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**

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1) CHARTERERS UNDERTAKE TO USE HOLDS AS LESS AS POSSIBLE, PROVIDED VESSEL'S STABILITY TRIM AND STRESS PERMITTING.

2) SHOULD AN ADDITIONAL WASHDOWN OF HOLDS BE REQUIRED BY CHARTERERS OR MASTER PRIOR TO LOADING, THEN COSTS AND TIME SO USED TO BE FOR CHARTERERS ACCOUNT.

3) SHOULD ANY ADDITIONAL TRIMMING OF CARGO BE REQUIRED BY MASTER UPON COMPLETION OF LOADING, THEN CHARTERERS ARE TO ARRANGE FOR SAME AT THEIR TIME AND EXPENSE.

4) UPON COMPLETION OF DISCHARGING CLINKER, CHARTERERS ARE TO ENSURE ALL HOLDS ARE WASHED DOWN USING FRESH WATER AND SUITABLE CHEMICALS/DETERGENTS



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THOROUGHLY REMOVING ALL RESIDUES IN HOLDS

(INCLUDING ANY SPILLAGES ON DECK), TO THE MASTERS SATISFACTION. CHARTERERS TO ARRANGE EQUIPMENT AND CLEANING MATERIALS FOR THEIR OWN ACCOUNT. FULL DISPOSAL OF ANY EQUIPMENT AND/OR RESIDUES INCLUDING ANY CONTAMINATED BILGE/BALLAST/SLOPS IS TO BE FOR CHARTERERS TIME AND EXPENSE. CHARTERERS ARE PERMITTED TO USE SHIP'S CREW TO PERFORM CLEANING AGAINST PAYING US\$ 750 PER HOLD IN ADDITION TO NORMAL INTERMEDIATE HOLD CLEANING BUT ALWAYS SUBJECT TO PRIOR CONSENT OF MASTER/CREW AND WHERE LOCAL REGULATIONS PERMIT.

5) ANY DIRECTLY RELATED EXTRA EXPENSE RESULTING FROM LOADING CLINKER 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 VESSELS HOLDS ARE REJECTED FOR LOADING ANY SUBSEQUENT CARGO, AS A RESULT OF CHARTERERS ELECTING TO LOAD CLINKER.

BULK CEMENT IS NOT ALLOWED TO CARRY UNDER THE CHARTER PARTY!

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### DECK CARGO CLAUSE

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1) CHARTERERS HAVE THE OPTION TO LOAD CARGO ON DECK AND HATCHCOVERS, IF REQUIRED, IN ACCORDANCE WITH NORMAL MARINE PRACTICE BUT AT CHARTERERS' TIME, RISK AND EXPENSE. IN THE EVENT OF DECK CARGO BEING CARRIED, THE OWNERS ARE TO BE AND ARE HEREBY INDEMNIFIED BY THE CHARTERERS FOR ANY LOSS AND/ OR DAMAGE AND/OR LIABILITY OF WHATSOEVER NATURE HOWSOEVER CAUSED TO THE DECK CARGO WHICH WOULD NOT HAVE ARISEN HAD THE DECK CARGO NOR BEEN LOADED. THE DECK LOAD WILL BE SUBJECT TO STABILITY, SEAWORTHINESS AND STRENGTH OF THE VESSELS' DECK / HATCHCOVERS, IN ACCORDANCE WITH ALL THE APPROPRIATE REGULATIONS AND ALWAYS LOADED UNDER MASTER'S SUPERVISION AND TO HIS COMPLETE SATISFACTION

2) CHARTERERS WILL BE RESPONSIBLE FOR TIME AND COST OF ANY REPAIRS OF TO THE DECK STRUCTURE AND OR VESSELS EQUIPMENT, GEARS AND FITTINGS CAUSED BY LOADING/CARRIAGE OF CARGO ON DECK.

3) ALL RELEVANT BILLS OF LADING TO CONTAIN THE FOLLOWING CLAUSE:

*"SHIPPED ON DECK/HATCH COVERS AT CHARTERERS', SHIPPERS AND RECEIVERS RISK EXPENSE AND RESPONSIBILITY, WITHOUT LIABILITY ON THE PART OF THE VESSEL OR HER OWNERS FOR ANY LOSS, DAMAGAE, EXPENSE OR DELAY HOWSOEVER CAUSED"*

OPTION \*(OWNERS HAVE NO KNOWLEDGE ABOUT AND ARE NOT RESPONSIBLE FOR ANY DAMAGES TO THE CONTENTS IN THE CONTAINERS")

4) ANY ADDITIONAL LASHING/SECURING EQUIPMENT NECESSARY FOR THE CARRIAGE OF THE DECK CARGO TO BE PROVIDED AND PAID FOR BY SHIPPERS/CHARTERERS AND THAT SHIPPERS /CHARTERERS WARRANT AND GUARANTEE THAT ALL SUCH EQUIPMENT WILL BE OF SUFFICIENT STRENGTH AND BE SATISFACTORY FOR THE CARRIAGE OF THE DECK CARGO.

5) CHARTERERS OPTION TO WELD PAD EYES AND/OR ANY OTHER TYPE OF FITTINGS/LASHING POINTS, UNDER MASTER'S SUPERVISION AND SUBJECT TO MASTER'S APPROVAL, WHICH NOT TO BE UNREASONABLY WITHHELD, ON TANK TOP/MAIN DECK (BUT ALWAYS NO WELDING ON TOP OF OR ADJACENT TO BUNKER TANKS AND/OR BALLAST TANKS), CARGO HOLDS, DECK/ HATCH COVERS AND IF ANY DAMAGE DONE TO VESSELS COATING DUE TO WELDING SAME TO BE RESTORED AT CHARTERERS' TIME. CHARTERERS OPTION PAYING USD 20 PER PADEYE WITHOUT REMOVING BEFORE REDELIVERY OF THE VESSEL.

HEAVY /OVERSIZED CARGO CLAUSE (IF ALLOWED UNDER THIS CHARTER)



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IN EVENT CHARTERERS LOAD HEAVY STONE BLOCKS, MOTOR VEHICLES OR OTHER HEAVY LIFT/LARGE VOLUME UNITISED CARGO THE FOLLOWING IS TO APPLY:

- 1) CHARTERERS UNDERTAKE TO STOW THE CARGOES IN ACCORDANCE WITH MASTERS RECOMMENDED STOWAGE PLAN AND WITHIN VESSEL STABILITY, TRIM AND ALLOWING FOR RELEVANT TANK TOP STRENGTHS AND VESSEL STRESSES.
- 2) 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, INCLUDING WHATEVER PROTECTION OR SOFT BEDDING MASTER DEEMS NECESSARY TO PROTECT VESSELS TANKTOP/HOLD SIDES. CHARTERERS ARE TO BE ALLOWED THE USE OF ANY LASHING MATERIALS THAT MAY BE ON BOARD, BUT RESPONSIBLE FOR REPLENISHING ANY LOSSES THERETO.
- 3) AT NO TIME IS CARGO TO BE DROPPED INTO VESSELS HOLDS. ALL CARGO IS TO BE INDIVIDUALLY LOWERED AND PLACED GENTLY ONTO THE TANKTOP SURFACE.
- 4) IF CHARTERERS REQUIRE TO APPLY PADEYES TO ANY SURFACE FOR THE PURPOSE OF SECURING CARGO, THEN SAME IS PERMITTED, HOWEVER, NO PADEYES TO BE WELDED DIRECTLY OVER BUNKER TANKS OR ANY OTHER SUCH SURFACE THAT MAY CAUSE A HAZARD AT ANY TIME. ALL PADEYES ARE TO BE REMOVED PRIOR TO REDELIVERY IN CHARTERERS TIME AND AT CHARTERERS EXPENSE.
- 5) UPON COMPLETION OF DISCHARGE, CHARTERERS ARE RESPONSIBLE FOR SAFE REMOVAL AND DISPOSAL OF ALL DUNNAGE IN THEIR TIME AND AT THEIR EXPENSE.

### LOGS

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HEAVY HARDWOOD LOGS ARE ALWAYS EXCLUDED BUT SOFTWOOD, PINE LOGS, PULP LOGS AND BUNDLED PULP LOGS TO BE ALLOWED UNDER AND ON DECK, SUBJECT TO OWNERS' PRIOR APPROVAL WHICH IS NOT TO BE UNREASONABLY WITHHELD AND FURTHER TERMS/CONDITIONS AS STIPULATED IN THE CHARTER PARTY INCLUDING "DECK CARGO CLAUSE".

- A) CHARTERERS TO SUBMIT THE SPECIFICATION/DETAILS/PHOTOS OF THE LOGS TO BE LOADED FOR OWNERS'/MASTER'S APPROVAL WHICH SHOULD NOT BE UNREASONABLY WITHHELD.
- B) DECK CARGO CLAUSE IS TO APPLY WHEN LOGS CARGOES ARE CARRIED ON DECK.
- C) CHARTERERS TO INSTALL STANCHIONS AT THEIR TIME/COSTS/RISKS.

### SOLID BULK CARGOES/DANGEROUS GOODS

(A) THE CHARTERERS SHALL PROVIDE APPROPRIATE INFORMATION ON THE CARGO IN ADVANCE OF LOADING IN ACCORDANCE WITH THE REQUIREMENTS OF THE IMO INTERNATIONAL MARITIME SOLID BULK CARGOES (IMSBC) CODE TO ENABLE THE PRECAUTIONS WHICH MAY BE NECESSARY FOR PROPER STOWAGE AND SAFE CARRIAGE TO BE PUT INTO EFFECT. THE INFORMATION SHALL BE ACCOMPANIED BY A CARGO DECLARATION SUMMARISING THE MAIN DETAILS AND STATING THAT THE CARGO IS FULLY AND ACCURATELY DESCRIBED AND THAT, WHERE APPLICABLE, THE TEST RESULTS AND OTHER SPECIFICATIONS CAN BE CONSIDERED AS REPRESENTATIVE FOR THE CARGO TO BE LOADED.

(B) IF A CARGO LISTED IN THE IMO INTERNATIONAL MARITIME DANGEROUS GOODS (IMDG) CODE (WEBSITE:WWW.IMO.ORG) IS AGREED TO BE CARRIED, THE CHARTERERS SHALL PROVIDE A DANGEROUS GOODS TRANSPORT DOCUMENT AND, WHERE APPLICABLE, A



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CONTAINER/VEHICLE PACKING CERTIFICATE IN ACCORDANCE WITH THE IMDG CODE REQUIREMENTS. THE DANGEROUS GOODS TRANSPORT DOCUMENT SHALL INCLUDE A CERTIFICATE OR DECLARATION THAT THE GOODS ARE FULLY AND ACCURATELY DESCRIBED BY THE PROPER SHIPPING NAME, ARE CLASSIFIED, PACKAGED, MARKED AND LABELLED/PLACARDED CORRECTLY AND ARE IN ALL RESPECTS IN PROPER CONDITION FOR TRANSPORT ACCORDING TO APPLICABLE INTERNATIONAL AND NATIONAL GOVERNMENT REGULATIONS.

(C) THE MASTER SHALL BE ENTITLED TO REFUSE CARGOES OR, IF ALREADY LOADED, TO UNLOAD THEM AT THE CHARTERERS' RISK AND EXPENSE IF THE CHARTERERS FAIL TO FULFIL THEIR IMSBC CODE OR IMDG CODE OBLIGATIONS AS APPLICABLE.

### **24. PROTECTIVE CLAUSES**

ANY VOYAGE CHARTER ISSUED UNDER THIS TIME CHARTER PARTY SHALL CONTAIN A WAR RISK CLAUSE IN LINE WITH THE ATTACHED CONWARTIME 2013. ALL BILLS OF LADING ISSUED UNDER THIS CHARTER PARTY SHALL CONTAIN DIRECTLY BY REFERENCE SUBSTANTIALLY THE FOLLOWING CLAUSES: THE GENERAL CLAUSE PARAMOUNT, THE NEW BOTH-TO-BLAME COLLISION CLAUSE, THE NEW JASON CLA-USE AND THE P&I BUNKER DEVIATION CLAUSE.

### **25. OFF HIRE**

IN THE EVENT OF LOSS TIME FROM DEFICIENCY AND/OR DEFAULT AND/OR STRIKE OF OFFICERS OR CREW, OR DEFICIENCY OF STORES, FIRE, BREAKDOWN OF, OR DAMAGES TO HULL, MACHINERY OR EQUIPMENT, GROUNDING, DETENTION BY THE ARREST OF THE VESSEL, (UNLESS SUCH ARREST IS CAUSED BY EVENTS FOR WHICH THE CHARTERERS, THEIR SERVANTS, AGENTS OR SUBCONTRACTORS ARE RESPONSIBLE), OR DETENTION BY AVERAGE ACCIDENTS TO THE VESSEL OR CARGO UNLESS RESULTING FROM INHERENT VICE, QUALITY OR DEFECT OF THE CARGO, DRY DOCKING FOR THE PURPOSE OF EXAMINATION OR PAINTING BOTTOM, OR BY ANY OTHER SIMILAR CAUSE PREVENTING THE FULL WORKING OF THE VESSEL, THE PAYMENT OF HIRE AND OVERTIME, IF ANY, SHALL CEASE FOR THE TIME THEREBY LOST. SHOULD THE VESSEL DEVIATE OR PUT BACK DURING A VOYAGE, CONTRARY TO THE ORDERS OR DIRECTIONS OF THE CHARTERERS, FOR ANY REASON OTHER THEN ACCIDENT TO THE CARGO OR WHERE PERMITTED IN LINES 257 TO 258 HEREUNDER, THE HIRE IS TO BE SUSPENDED FROM THE TIME OF HER DEVIATING OR PUTTING BACK UNTIL SHE IS AGAIN IN THE SAME OR EQUIDISTANT POSITION FROM THE DESTINATION AND THE VOYAGE RESUMED THEREFROM. ALL BUNKERS USED BY THE VESSEL WHILE OFF HIRE SHALL BE FOR THE OWNERS ACCOUNT. IN THE EVENT OF THE VESSEL BEING DRIVEN INTO PORT OR TO ANCHORAGE THROUGH STRESS OF WEATHER, TRADING TO SHALLOW HARBORS OR TO RIVERS OR PORTS WITH BARS, ANY DETENTION OF THE VESSEL AND/OR EXPENSES RESULTING FROM SUCH DETENTION SHALL BE FOR THE CHARTERERS ACCOUNT. IF UPON THE VOYAGE THE SPEED BE REDUCED BY DEFECT IN, OR BREAKDOWN OF, ANY PART OF HER HULL, MACHINERY OR EQUIPMENT, THE TIME SO LOST, AND THE COST OF ANY EXTRA BUNKERS CONSUMED IN CONSEQUENCE THEREOF, AND ALL EXTRA PROVEN EXPENSES MAY BE DEDUCTED FROM THE HIRE.

### **26. DRYDOCKING**

EXCEPT IN CASE OF EMERGENCY NO DRYDOCKING SHALL TAKE PLACE DURING THE CURRENCY OF THIS CHARTER PARTY.

### **27. EXCEPTIONS**

THE ACT OF GOD, ENEMIES, FIRE, RESTRAINT OF PRINCES, RULERS AND PEOPLE, AND ALL DANGERS AND ACCIDENTS OF THE SEAS, RIVERS, MACHINERY, BOILERS, AND NAVIGATION, AND ERRORS OF NAVIGATION THROUGHOUT THIS CHARTER, ALWAYS MUTUALLY EXCEPTED



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### **28. LIBERTIES**

THE VESSEL SHALL HAVE THE LIBERTY TO SAIL WITH OR WITHOUT PILOTS, TO TOW AND TO BE TOWED, TO ASSIST VESSELS IN DISTRESS, AND TO DEVIATE FOR THE PURPOSE OF SAVING LIFE AND PROPERTY.

### **29. SALVAGE**

ALL DERELICTS AND SALVAGE SHALL BE FOR THE OWNERS AND THE CHARTERERS EQUAL BENEFIT AFTER DEDUCTING OWNERS AND CHARTERERS EXPENSES AND CREW'S PROPORTION.

### **30. GENERAL AVERAGE**

GENERAL AVERAGE SHALL BE ADJUSTED ACCORDING TO YORK – ANTWERP RULES 1974, AS AMENDED 1990, OR ANY SUBSEQUENT MODIFICATION THEREOF, IN LONDON AND SETTLED IN US DOLLAR CURRENCY.

THE CHARTERERS SHALL PROCURE THAT ALL BILLS OF LADING ISSUED DURING THE CURRENCY OF THE CHARTER PARTY WILL CONTAIN A PROVISION TO THE EFFECT THAT GENERAL AVERAGE SHALL BE ADJUSTED ACCORDING TO YORK – ANTWERP RULES 1974, AS AMENDED 1990, OR ANY SUBSEQUENT MODIFICATION THEREOF AND WILL INCLUDE THE "NEW JASON CLAUSE".

TIME CHARTER HIRE SHALL NOT CONTRIBUTE TO GENERAL AVERAGE.

### **31. CARGO CLAIMS**

CARGO CLAIM AS BETWEEN THE OWNERS AND THE CHARTERER SHALL BE SETTLED IN ACCORDANCE WITH THE INTER CLUB NEW YORK PRODUCE EXCHANGE (NYPE) AGREEMENT OF FEBRUARY 1970, AS AMENDED MAY, 1984, OR ANY SUBSEQUENT MODIFICATION OR REPLACEMENT THEREOF. NEITHER PARTY SHALL BETWEEN THEMSELVES REFER TO THE ONE-YEAR TIME AS DEFENCE.

### **32. CARGO GEAR AND LIGHTS**

THE OWNERS SHALL MAINTAIN THE CARGO HANDLING GEAR OF THE VESSEL PROVIDING LIFTING CAPACITY AS DESCRIBED IN APPENDIX A (VESSEL DESCRIPTION). THE OWNERS SHALL ALSO PROVIDE ON THE VESSEL FOR NIGHT WORK LIGHTS SUFFICIENT FOR SAFE WORKING. THE CHARTERERS SHALL HAVE THE USE OF ANY GEAR ON BOARD THE VESSEL. IF REQUIRED BY THE CHARTERERS, THE VESSEL SHALL WORK NIGHT AND DAY AND ALL CARGO HANDLING GEAR SHALL BE AT THE CHARTERERS DISPOSAL DURING LOADING AND DISCHARGING. IN THE EVENT OF DISABLED CARGO HANDLING GEAR, OR INSUFFICIENT POWER TO OPERATE THE GEARS, THE VESSEL IS TO BE CONSIDERED TO BE OFF HIRE TO THE EXTENT THAT TIME IS ACTUALLY LOST TO THE CHARTERERS AND THE OWNERS TO PAY STEVEDORE STAND BY CHARGES OCCASIONED THEREBY, UNLESS SUCH DISABLEMENT OR INSUFFICIENCY OF POWER IS CAUSED BY THE CHARTERERS STEVEDORES. IF REQUIRED BY THE CHARTERERS, THE OWNERS SHALL BEAR THE COST OF HIRING SHORE GEAR IN LIEU THEREOF, IN WHICH CASE THE VESSEL SHALL REMAIN ON HIRE.

### **33. CREW OVERTIME**

IN LIEU OF ANY OVERTIME PAYMENT TO OFFICERS AND CREW FOR WORK ORDERED BY THE CHARTERERS OR THEIR AGENTS, THE CHARTERERS SHALL PAY THE OWNERS, CONCURRENTLY WITH THE HIRE USD 400/- PER MONTH OR PRO RATA.



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### **34. REQUISITION**

SHOULD THE VESSEL BE REQUISITIONED BY THE GOVERNMENT OF THE VESSEL'S FLAG DURING THE PERIOD OF THIS CHARTER PARTY, THE VESSEL SHALL BE DEEMED TO BE OFF HIRE DURING THE PERIOD OF SUCH REQUISITION, AND ANY HIRE PAID BY THE SAID GOVERNMENT IN RESPECT OF SUCH REQUISITION PERIOD SHALL BE RETAINED BY THE OWNERS. THE PERIOD DURING WHICH THE VESSEL IS ON REQUISITION TO THE SAID GOVERNMENT SHALL COUNT AS PART OF THE PERIOD PROVIDED FOR IN THIS CHARTER PARTY.

### **35. TAXES**

ALL TAXES AND DUES ON THE VESSEL AND/OR CARGO AND ON CHARTER HIRE AND/OR FREIGHT ARISING OUT OF CARGOES CARRIED AND/OR PORTS VISITED UNDER THIS CHARTER PARTY SHALL BE FOR CHARTERERS' ACCOUNT.

### **36. EX-/IMPORT PERMITS**

EXPORT AND/OR IMPORT PERMITS FOR CHARTERERS' CARGO TO BE AT CHARTERERS' RISK AND EXPENSE. CHARTERERS TO OBTAIN AND BE RESPONSIBLE FOR ALL NECESSARY PERMITS RELATED TO CARGO OR OTHER TIME-CHARTERERS' RESPONSIBILITIES UNDER THIS CONTRACT TO ENTER AND/OR TRADE IN AND OUT OF ALL PORTS DURING THE CURRENCY OF THIS CHARTER AT THEIR OWN RISK AND EXPENSE. TAXATION AND LEVIES WHATSOEVER FOR THESE PURPOSES TO BE FOR CHARTERERS' ACCOUNT AND TO BE PAID FOR BY CHARTERERS.

### **37. PORT INFORMATION**

IN CASE OWNERS' REQUEST, CHARTERERS WILL DO THEIR BEST TO INFORM OWNERS WELL IN ADVANCE NAMES OF AGENTS, TUGS, STEVEDORES, BUNKER SUPPLIERS INCLUDING THE RESPECTIVE STYLE AT EVERY INTENDED PORT.

### **38. CUSTOMARY ASSISTANCE**

THAT THE CAPTAIN SHALL PROSECUTE HIS VOYAGES WITH THE UTMOST DESPATCH, AND SHALL RENDER ALL CUSTOMARY ASSISTANCE WITH SHIP'S CREW AND BOATS. THE CAPTAIN (ALTHOUGH APPOINTED BY THE OWNERS), SHALL BE UNDER THE ORDERS AND DIRECTIONS OF THE CHARTERERS AS REGARDS EMPLOYMENT AND AGENCY; AND CHARTERERS ARE TO LOAD, STOW, *TALLY, DUNNAGE, SECURE/RESECURE/UNSECURE* AND *DISCHARG, LASH/RELASH/UNLASH* THE CARGO AT THEIR EXPENSE UNDER THE SUPERVISION OF THE CAPTAIN, WHO IS TO SIGN BILLS OF LADING FOR CARGO AS PRESENTED, *STRICTLY* IN CONFORMITY WITH MATE'S OR TALLY CLERK'S RECEIPTS. PRIOR TO REDELIVERY THE CHARTERERS SHALL REMOVE THEIR DUNNAGE, FITTINGS, AND LASHING MATERIALS AT THEIR COST AND IN THEIR TIME.

"CUSTOMARY ASSISTANCE SHALL INCLUDE BUT NOT BE LIMITED TO:

A) OPENING/CLOSING OF ALL HATCH COVERS (INCLUDING REMOVING AND REPLACING BEAMS) AT EACH PORT IF NECESSARY SHALL BE DONE BY OFFICERS/CREW PROVIDED SHORE REGULATIONS PERMIT FREE OF CHARGE.

B) THROUGHOUT THE CURRENCY OF THIS CHARTER PARTY AND AT REDELIVERY THE CHARTERERS SHALL REMAIN RESPONSIBLE FOR ALL COSTS AND TIME INCLUDING DEVIATION, IF ANY, ASSOCIATED WITH THE REMOVAL AND DISPOSAL OF CARGO RELATED RESIDUE AND/OR HOLD WASHING WATER AND/OR CHEMICALS AND DETERGENTS AND/OR WASTE AS DEFINED BY MARPOL ANNEX V, SECTION 1 OR OTHER APPLICABLE RULES RELATING TO THE DISPOSAL OF SUCH SUBSTANCES.



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VESSEL'S HOLDS ON DELIVERY OR ON ARRIVAL AT FIRST LOADPORT UNDER THIS CHARTER PARTY TO BE CLEAN SWEEP/WASHED DOWN BY FRESH WATER AND DRIED UP, SO AS TO RECEIVE CHARTERERS' INTENDED CARGOES IN ALL RESPECTS, FREE OF SALT, FREE OF LOOSE RUST SCALE, AND TO PASS THE HOLD INSPECTION BY INDEPENDENT SURVEYOR. FAILING SUCH, VESSEL IS TO BE OFF-HIRE FROM THE TIME OF FAILURE TO THE TIME OF PASSING THE REINSPECTION AND THE DIRECTLY RELATED EXTRA COSTS INCURRED THEREBY TO BE FOR OWNERS' ACCOUNT.

C) MAINTAINING POWER WHILE LOADING AND/OR DISCHARGING AND CARE OF WINCHES/DERRICKS.

D) SHIFTING SHIP DURING LOADING AND/OR DISCHARGING AND SHIFTING BETWEEN BERTHS.

E) DOCKING AND UNDOCKING.

G) BUNKERING.

H) OFFICERS AND CREW TO SHAPE UP THE SHIP'S HATCHES AND GEAR AS MUCH AS POSSIBLE PRIOR TO ARRIVAL OF LOADING AND/OR DISCHARGING PORT, DOCKS AND/OR PLACES SO AS TO IMMEDIATELY COMMENCE LOADING AND/OR DISCHARGING OPERATIONS.

THE MASTER SHALL EXERCISE DUE DILIGENCE TO MAINTAIN ALL GEAR, EQUIPMENT AND/OR STORES SUPPLIED TO THE VESSEL BY OR FOR CHARTERERS' ACCOUNT AND THE MASTER SHALL KEEP A RECORD OF ALL SUCH GEAR, EQUIPMENT AND/OR STORES SO SUPPLIED AND TO BE REDELIVERED TO THE CHARTERERS PRIOR TO REDELIVERY OF THE VESSEL TO THE OWNERS, OR IF REQUIRED BY THE CHARTERERS AT ANY TIME DURING THE CHARTER, IN LIKE GOOD ORDER AND CONDITION AS SUPPLIED, WEAR AND TEAR EXCEPTED.

### **39. STOWAGE**

THE MASTER SHALL SUPERVISE STOWAGE OF THE CARGO THOROUGHLY AND LET ONE OF HIS OFFICERS SUPERVISE ALL THE LOADING, HANDLING AND DISCHARGE OF THE CARGO AND HE IS ALSO TO FURNISH CHARTERERS WITH STOWAGE PLANS AS WELL AS OTHER CUSTOMARY DOCUMENTS.

### **40. B/L CLAUSE (ALSO SEE CLAUSE 39)**

ALL BILLS OF LADING SHALL BE WITHOUT PREJUDICE TO THIS CHARTER PARTY AND THE CHARTERERS SHALL INDEMNIFY THE OWNERS AGAINST ALL CONSEQUENCES OR LIABILITIES, WHICH MAY ARISE FROM ANY INCONSISTENCY BETWEEN THIS CHARTER PARTY AND ANY BILL(S) OF LADING SIGNED BY THE CHARTERERS OR BY THE MASTER AT THE CHARTERERS' REQUEST. THE CHARTERERS IS TO BE FULLY RESPONSIBLE FOR ANY COSTS, CONSEQUENCES, DAMAGES ARISING OUT OF NON-CONFORMITY OF THE BILL(S) OF LADING WITH MATE'S RECEIPT(S).

IF THE ORIGINAL BILL(S) OF LADING IS/ARE NOT AVAILABLE AT THE DISCHARGING PORT(S), THEN THE OWNERS/MASTER TO ALLOW THE CHARTERERS TO RELEASE THE ENTIRE CARGO WITHOUT PRESENTATION OF THE ORIGINAL BILL(S) OF LADING AGAINST CHARTERERS' LETTER OF INDEMNITY, SIGNED AND STAMPED BY CHARTERERS' AUTHORISED SIGNATORY, AS PER OWNERS' P&I CLUB WORDING AND TOGETHER WITH THE COPY OF ORIGINAL BILL(S) OF LADING. ALL LOI'S PRESENTED TO CHARTERERS BY THEIR VOYAGE CHARTERERS/ SHIPPERS/RECEIVERS PERTAINING TO SAME, TOGETHER WITH ANY BANK GUARANTEES ARE, WHERE POSSIBLE, TO ACCOMPANY CHARTERERS LOI.

LOI'S TO BE ISSUED BY CHARTERERS IN GOOD TIME, PROVIDED SAME IS POSSIBLE. CHARTERERS WILL DO THEIR UTMOST TO AVOID FRIDAY OR HOLIDAY PRECEDING VESSEL'S IMMINENT ARRIVAL AT DISCHARGE PORT.





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NO THROUGH, LINER, TRANSSHIPMENT OR COMBINED TRANSPORT BILLS OF LADING AND NO WAYBILL OR SEA WAYBILLS ARE TO BE ISSUED UNDER THIS CHARTER PARTY. CHARTERERS HAVE THE OPTION TO USE THEIR OWN FORMAT(S) OF BILLS OF LADING PROVIDED CHARTERERS CLEARLY DESCRIBE THEMSELVES AS CARRIER UNDER THE BILLS OF LADING.

THE MASTER IS TO SIGN BILL(S) OF LADING FOR ALL CARGOES CARRIED UNDER THIS CHARTER PARTY, IF REQUIRED BY THE CHARTERERS, WITHOUT PREJUDICE TO THE TERMS AND CONDITIONS OF THE CHARTER PARTY. THE CHARTERERS, OR THE CHARTERERS' AGENTS ARE HEREBY AUTHORIZED TO SIGN BILL(S) OF LADING ON THE OWNERS'/MASTER'S BEHALF, AND ALL BILLS OF LADING ARE TO BE IN STRICT CONFORMITY AND IN ACCORDANCE WITH THE MATE'S RECEIPT. IN CASE MASTER, OR AGENT ON MASTER'S BEHALF, IS REQUIRED TO SIGN BILLS OF LADING OTHER THAN CONGEN 1994 BILLS OF LADING THEN SAME TO BE SIGNED ON BEHALF OF CARRIER.

#### **41. SSUING BILLS OF LADING (SEE CLAUSE 38 ALSO)**

CHARTERERS TO HAVE THE OPTION TO INSERT DIFFERENT NAMES OF SHIPPERS/RECEIVERS /CONSIGNEES ON THE B/LS THAN THOSE MENTIONED IN THE MATE'S RECEIPT.

CHARTERERS TO HAVE THE OPTION TO SPLIT BS/L TO SMALLER QUANTITIES THAN MENTIONED IN THE MATE'S RECEIPT, PROVIDED THAT THE FULL SET OF THE ORIGINAL B/LS WILL BE SURRENDERED TO THE OWNERS OR THEIR APPOINTED AGENTS PRIOR OF ISSUING THE NEW B/LS. THE CARGO DESCRIPTION AND TOTAL QUANTITY SHALL ALWAYS REMAIN THE SAME AS THE ORIGINAL B/LS.

ALL/ANY CHANGES IN B/LS TO BE MADE ONLY AGAINST CHARTERERS L.O.I ISSUED AS PER OWNERS P&I WORDING AND SIGNED BY CHARTERERS AND VOYAGE CHARTERERS (IF REQUIRED).CHARTERERS TO INDEMNIFY AND HOLD OWNERS HARMLESS FOR ANY CONSEQUENCES ARISING THEREFROM.

OWNERS GIVE CHARTERERS OR THEIR AGENTS AUTHORITY TO ISSUE AND SIGN BILLS OF LADING ON MASTER'S/OWNER'S BEHALF. IF REQUESTED TO DO SO, THE MASTER TO ISSUE A LETTER OF AUTHORITY TO THE LOAD PORT AGENTS AND THE AGENTS TO HAVE THE AUTHORITY TO ISSUE AND SIGN THE BILLS OF LADING ON BEHALF OF THE MASTER/OWNERS.

CHARTERERS SHALL FURTHER INDEMNIFY THE OWNERS FOR ALL LIABILITIES RESULTING FROM SUCH AUTHORITY AND CHARTERERS WILL PROVIDE AN APPROPRIATE LOI TO OWNERS AS PER OWNERS P&I CLUB WORDING.

A DRAFT COPY OF BS/L TO BE SENT TO OWNERS FOR THEIR CONFIRMATION BEFORE ISSUE.

NO "THROUGH" BILLS OF LADING TO BE ISSUED.

#### **42. STEVEDORE DAMAGE CLAUSE**

STEVEDORES TO BE APPOINTED AND PAID FOR BY THE CHARTERERS, BUT TO WORK UNDER THE SUPERVISION OF THE MASTER.SHOULD ANY DAMAGE BE CAUSED TO THE VESSEL OR HER FITTINGS BY THE STEVEDORES, THE MASTER SHALL USE HIS BEST ENDEAVORS TO ARRANGE FOR STEVEDORES TO REPAIR SUCH DAMAGES AND TRY TO SETTLE THE MATTER DIRECTLY WITH THEM. THE MASTER SHALL ALSO TRY TO OBTAIN WRITTEN ACKNOWLEDGEMENT OF THE DAMAGE AND LIABILITY FROM THE CONCERNED STEVEDORES ON OCCURRENCE.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE CHARTERERS SHALL PAY FOR ANY AND ALL DAMAGE TO THE VESSEL CAUSED BY STEVEDORES PROVIDED



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THE MASTER HAS NOTIFIED THE CHARTERERS AND/OR THEIR AGENTS IN WRITING WITHIN FORTY-EIGHT (48) HOURS OF THE OCCURRENCE BUT IN CASE OF HIDDEN DAMAGE LATEST WHEN THE DAMAGE COULD HAVE BEEN DISCOVERED BY THE EXERCISE OF DUE DILIGENCE. SUCH NOTICE TO DESCRIBE THE DAMAGE AND TO INVITE CHARTERERS TO APPOINT A SURVEYOR TO ASSESS THE EXTENT OF SUCH DAMAGE.

(A) IN CASE OF ANY AND ALL DAMAGE AFFECTING THE VESSEL'S SEAWORTHINESS AND/OR THE SAFETY OF THE CREW AND/OR AFFECTING THE TRADING CAPABILITIES OF THE VESSEL, THE CHARTERERS SHALL IMMEDIATELY ARRANGE FOR REPAIRS OF SUCH DAMAGE AT THEIR EXPENSE AND THE VESSEL IS TO REMAIN ON-HIRE UNTIL SUCH REPAIRS ARE COMPLETED AND IF REQUIRED PASSED BY THE VESSEL'S CLASSIFICATION SOCIETY.

(B) ANY AND ALL DAMAGE NOT DESCRIBED UNDER SUB-CLAUSE (A) ABOVE SHALL BE REPAIRED, AT THE CHARTERERS' OPTION, BEFORE OR AFTER REDELIVERY CONCURRENTLY WITH THE OWNERS' WORK. IN SUCH CASE NO HIRE AND/OR EXPENSES WILL BE PAID TO THE OWNERS EXCEPT AND INsofar AS THE TIME AND/OR EXPENSES REQUIRED FOR THE REPAIRS FOR WHICH THE CHARTERERS ARE RESPONSIBLE, EXCEED THE TIME AND/OR EXPENSES NECESSARY TO CARRY OUT THE OWNERS' WORK.

### **43. P&I BUNKER DEVIATION CLAUSE.**

IN CASE OF EMERGENCY THE VESSEL IN ADDITION TO ALL OTHER LIBERTIES SHALL HAVE THE LIBERTY AS PART OF THE CONTRACT VOYAGE AND AT ANY STAGE THEREOF TO PROCEED TO ANY PORT OR PORTS WHATSOEVER AND WHETHER SUCH PORTS ARE ON OR OFF THE DIRECT AND/OR CUSTOMARY ROUTE OR ROUTES BETWEEN ANY OF THE PORTS OF LOADING AND DISCHARGE NAMED IN THIS CHARTER PARTY AND MAY THERE TAKE OIL BUNKERS IN ANY QUANTITY AT THE DISCRETION OF OWNERS EVEN TO THE FULL CAPACITY OF FUEL TANKS AND DEEP TANKS AND ANY OTHER COMPARTMENT IN WHICH OIL CAN BE CARRIED WHETHER SUCH AMOUNT IS OR IS NOT REQUIRED FOR THE CHARTERED VOYAGE. THE CHARTERERS WARRANT TO INCLUDE THE LIBERTY CLAUSE TO DEVIATE FOR BUNKERING PURPOSE IN THE BILL OF LADING. IN CASE THE VESSEL DEVIATES FROM ROUTE FOR ANY PURPOSE INCLUDING BUT NOT LIMITED TO THE BUNKERING IN ACCORDANCE WITH THE CHARTERERS' INSTRUCTIONS, THE CHARTERERS SHALL BEAR THE COSTS OF ANY ADDITIONAL P&I INSURANCE IF SUCH REQUESTED BY THE VESSEL'S P&I CLUB.

### **44. BALLAST WATER**

OWNERS GUARANTEE VESSEL TO BE ALWAYS SAFE IN BALLAST WITHOUT REQUIRING ANY SOLID BALLAST. IF BALLAST WATER EXCHANGES ARE REQUIRED BY ANY COASTAL STATE WHERE THE VESSEL IS TRADING, THE OWNERS/MASTER SHALL COMPLY WITH SAME AT CHARTERERS' TIME, RISK AND EXPENSE.

### **45. ARBITRATION**

THIS CHARTERPARTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH ENGLISH LAW AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS CHARTER PARTY SHALL BE REFERRED TO ARBITRATION IN LONDON IN ACCORDANCE WITH THE ARBITRATION ACT 1996 OR ANY STATUTORY MODIFICATION OR RE-ENACTMENT THEREOF SAVE TO THE EXTENT NECESSARY TO GIVE EFFECT TO THE PROVISIONS OF THIS CLAUSE.

THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE LONDON MARITIME ARBITRATORS ASSOCIATION (LMAA) TERMS CURRENT AT THE TIME WHEN THE ARBITRATION PROCEEDINGS ARE COMMENCED.

THE REFERENCE SHALL BE TO THREE ARBITRATORS. A PARTY WISHING TO REFER A DISPUTE TO ARBITRATION SHALL APPOINT ITS ARBITRATOR AND SEND NOTICE OF SUCH APPOINTMENT IN WRITING TO THE



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OTHER PARTY REQUIRING THE OTHER PARTY TO APPOINT ITS OWN ARBITRATOR WITHIN FOURTEEN (14) CALENDAR DAYS OF THAT NOTICE AND STATING THAT IT WILL APPOINT ITS ARBITRATOR AS SOLE ARBITRATOR UNLESS THE OTHER PARTY APPOINTS ITS OWN ARBITRATOR AND GIVES NOTICE THAT IT HAS DONE SO WITHIN THE FOURTEEN (14) DAYS SPECIFIED. IF THE OTHER PARTY DOES NOT APPOINT ITS OWN ARBITRATOR AND GIVE NOTICE THAT IT HAS DONE SO WITHIN THE FOURTEEN (14) DAYS SPECIFIED, THE PARTY REFERRING A DISPUTE TO ARBITRATION MAY, WITHOUT THE REQUIREMENT OF ANY FURTHER PRIOR NOTICE TO THE OTHER PARTY, APPOINT ITS ARBITRATOR AS SOLE ARBITRATOR AND SHALL ADVISE THE OTHER PARTY ACCORDINGLY. THE AWARD OF A SOLE ARBITRATOR SHALL BE BINDING ON BOTH PARTIES AS IF HE HAD BEEN APPOINTED BY AGREEMENT.

NOTHING HEREIN SHALL PREVENT THE PARTIES AGREEING IN WRITING TO VARY THESE PROVISIONS TO PROVIDE FOR THE APPOINTMENT OF A SOLE ARBITRATOR.

ANY DISPUTE UNDER THIS CHARTER PARTY AMOUNTING TO LESS THAN USD 50,000 SHALL BE HANDLED ACCORDING TO L.M.A.A. SMALL CLAIMS PROCEDURE.

IN CASES WHERE THE CLAIM NOR ANY COUNTERCLAIM EXCEEDS THE SUM AGREED FOR THE LMAA SMALL CLAIMS PROCEDURE AND NEITHER THE CLAIM NOR ANY COUNTERCLAIM EXCEEDS THE SUM OF US\$400,000.00 (OR SUCH OTHER SUM AS THE PARTIES MAY AGREE) THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE LMAA INTERMEDIATE CLAIMS PROCEDURE CURRENT AT THE TIME WHEN THE ARBITRATION PROCEEDING ARE COMMENCED.

#### **46. WARRANTY**

OWNERS WARRANT THAT TO THEIR BEST KNOWLEDGE THE VESSEL IS NOT BLACKLISTED BY ANY COUNTRIES WITHIN THE TRADING LIMITS OF THIS CHARTER PARTY.

#### **47. DEVIATION**

DEVIATION AND/OR DELAY BECAUSE OF DISEMBARKING SICK CREW FOR FIRST AID/MEDICAL TREATMENT SHALL BE CONSIDERED AS OFF-HIRE AND ALL EXTRA EXPENSES IN THIS CONNECTION SHALL BE FOR OWNERS' ACCOUNT AND SHALL BE DEDUCTED FROM HIRE.

AFTER SUSPENSION OF HIRE FROM ANY CAUSE VESSEL TO BE PLACED AGAIN AT CHARTERERS' DISPOSAL AT THE PORT OR PLACE OR EQUIDISTANT POSITION WHERE HIRE WAS SUSPENDED, UNLESS VESSEL IS AT SEA AND TIME OF HIRE TO BE ACCORDINGLY PROLONGED AT CHARTERERS' DISCRETION. NO ANNUAL REPAIR/DRYDOCK DURING THE CURRENCY CHARTER PARTY EXCEPT IN CASE OF EMERGENCY, OWNERS RESPECTING CHARTERERS' SCHEDULED EMPLOYMENT.

WHEN VESSEL IS OUT OF SERVICE DUE TO ABOVE OR ANY OTHER CAUSE FOR A CONTINUED PERIOD OF EIGHT DAYS OR MORE, OWNERS TO GIVE CHARTERERS NOT LESS THAN 3 DAYS DEFINITE NOTICE FOR RE-ENTERING THE CHARTER. THE ABOVE DOES NOT EXEMPT THE OWNERS FOR THE OBLIGATION TO KEEP CHARTERERS CLOSELY INFORMED ABOUT THE EXACT NATURE AND ACCURATE POSITION OF REPAIR WORK FOR COMPLETION OF REPAIRS AND RE-ENTRY INTO TIME CHARTER AT FREQUENT INTERVALS.

IF THE VESSEL HAS BEEN OFF-HIRE FOR A TOTAL PERIOD OF 60 CONSECUTIVE DAYS EXCLUDING DRYDOCK DURING THIS CHARTER PARTY, CHARTERERS HAVE THE OPTION TO CANCEL THE BALANCE OF THE CHARTER VESSEL BEING FREE OF CARGO BASIS NO CLAIM (INCLUDING BUSINESS LOSS/CONSEQUENTIAL LOSS) AGAINST OWNERS.



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### **48. BIMCO OIL POLLUTION CHARTER PARTY CLAUSE**

#### FINANCIAL RESPONSIBILITY IN RESPECT OF POLLUTION

1. OWNERS WARRANT THAT THROUGHOUT THE CURRENCY OF THIS CHARTER THEY WILL PROVIDE THE VESSEL WITH THE FOLLOWING CERTIFICATES:

(A) IF THE VESSEL IS OVER 1,000 GROSS TONS AND IS REGISTERED IN, OR IS REQUIRED TO ENTER A PORT OR OFFSHORE FACILITY IN THE TERRITORIAL SEA OF, A STATE PARTY TO THE INTERNATIONAL CONVENTION ON CIVIL LIABILITY FOR BUNKER OIL POLLUTION DAMAGE 2001, A CERTIFICATE ISSUED PURSUANT TO ARTICLE 7 OF THAT CONVENTION.

(B) IF THE VESSEL IS CONSTRUCTED OR ADAPTED FOR THE CARRIAGE OF PERSISTENT OIL IN BULK AS CARGO AND IS CARRYING MORE THAN 2,000 TONS OF SUCH CARGO, A CERTIFICATE ISSUED PURSUANT TO ARTICLE 7 OF THE INTERNATIONAL CONVENTION ON CIVIL LIABILITY FOR OIL POLLUTION DAMAGE, 1992, AS APPLICABLE.

(C) IF THE VESSEL IS OVER 300 GROSS TONS AND IS REQUIRED TO ENTER US NAVIGABLE WATERS OR ANY PORT OR PLACE IN THE US, A CERTIFICATE ISSUED PURSUANT TO SECTION 1016(A) OF THE OIL POLLUTION ACT 1990, AND SECTION 108(A) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT 1980, AS AMENDED, IN ACCORDANCE WITH US COAST GUARD REGULATIONS, 33 CFR PART 138.

2. NOTWITHSTANDING ANYTHING WHETHER PRINTED OR TYPED HEREIN TO THE CONTRARY,

(A) SAVE AS REQUIRED FOR COMPLIANCE WITH PARAGRAPH (1) HEREOF, OWNERS SHALL NOT BE REQUIRED TO ESTABLISH OR MAINTAIN FINANCIAL SECURITY OR RESPONSIBILITY IN RESPECT OF OIL OR OTHER POLLUTION DAMAGE TO ENABLE THE VESSEL LAWFULLY TO ENTER, REMAIN IN OR LEAVE ANY PORT, PLACE, TERRITORIAL OR CONTIGUOUS WATERS OF ANY COUNTRY, STATE OR TERRITORY IN PERFORMANCE OF THIS CHARTER.

(B) CHARTERERS SHALL INDEMNIFY OWNERS AND HOLD THEM HARMLESS IN RESPECT OF ANY LOSS, DAMAGE, LIABILITY OR EXPENSE (INCLUDING BUT NOT LIMITED TO THE COSTS OF ANY DELAY INCURRED BY THE VESSEL AS A RESULT OF ANY FAILURE BY THE CHARTERERS PROMPTLY TO GIVE ALTERNATIVE VOYAGE ORDERS) WHATSOEVER AND HOWEVER ARISING WHICH OWNERS MAY SUSTAIN BY REASON OF ANY REQUIREMENT TO ESTABLISH OR MAINTAIN FINANCIAL SECURITY OR RESPONSIBILITY IN ORDER TO ENTER, REMAIN IN OR LEAVE ANY PORT, PLACE OR WATERS, OTHER THAN TO THE EXTENT PROVIDED IN PARAGRAPH (1) HEREOF.

(C) OWNERS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, LIABILITY OR EXPENSE WHATSOEVER AND HOWSOEVER ARISING WHICH CHARTERERS AND/OR THE HOLDERS OF ANY BILL OF LADING ISSUED PURSUANT TO THIS CHARTER MAY SUSTAIN BY REASON OF ANY REQUIREMENT TO ESTABLISH OR MAINTAIN FINANCIAL SECURITY OR RESPONSIBILITY IN ORDER TO ENTER, REMAIN IN OR LEAVE ANY PORT, PLACE OR WATERS, OTHER THAN TO THE EXTENT PROVIDED IN PARAGRAPH (1) HEREOF.

3. CHARTERERS WARRANT THAT THE TERMS OF THIS CLAUSE WILL BE INCORPORATED EFFECTIVELY INTO ANY BILL OF LADING ISSUED PURSUANT TO THIS CHARTER.

### **49. VESSEL ROUTING**

CHARTERERS HAVE THE PRIVILEGE OF ROUTING THE VESSEL VIA SUEZ CANAL/PANAMA CANAL PROVIDED THE CANAL IS OPEN TO COMMERCIAL TRAFFIC. VESSEL TO HAVE ON BOARD VALID SUEZ/PANAMA CANAL CERTIFICATES AND EQUIPMENT.

### **50. GRAB DISCHARGE**



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OWNERS WARRANT VESSEL IS SUITABLE FOR GRAB DISCHARGE AS FAR AS VESSEL'S CONSTRUCTION ALLOWS.

### **51. INTERTANKO UK BRIBERY ACT 2010**

1. OWNERS CONFIRM THAT THEY / THEIR MANAGERS HAVE A POLICY TO PREVENT BRIBERY (AS DEFINED IN THE ACT) AND THAT THIS POLICY INCLUDES PROCEDURES WHICH TO THE BEST OF OWNERS' KNOWLEDGE AND BELIEF ARE ADEQUATE TO PREVENT ANY SUCH BRIBERY BY ANY MEMBER OF THEIR OR THEIR MANAGERS' ORGANIZATION OR BY ANY PERSON PROVIDING SERVICES FOR THEM OR ON THEIR BEHALF, INCLUDING WITHOUT LIMITATION THE MASTER AND CREW OF THE VESSEL.

2. CHARTERERS CONFIRM THAT THEY HAVE A POLICY TO PREVENT BRIBERY (AS DEFINED IN THE ACT) AND THAT THIS POLICY INCLUDES PROCEDURES WHICH TO THE BEST OF CHARTERERS' KNOWLEDGE AND BELIEF ARE ADEQUATE TO PREVENT ANY SUCH BRIBERY BY ANY MEMBER OF THEIR ORGANIZATION OR BY ANY PERSON PROVIDING SERVICES FOR THEM OR ON THEIR BEHALF.

3. FOR THE PURPOSES OF THIS CLAUSE, A "FACILITATION PAYMENT" MEANS A PAYMENT OF MONEY, GOODS OR OTHER THING OF VALUE TO ANY GOVERNMENTAL OFFICIAL OR OTHER INDIVIDUAL IN A SIMILAR POSITION OF AUTHORITY OR INFLUENCE IN ANY COUNTRY FOR THE PURPOSE OF EXPEDITING OR SECURING THE PERFORMANCE OF A ROUTINE SERVICE OR ACTION. THIS DEFINITION APPLIES EVEN WHERE THE PAYMENT OR OTHER BENEFIT IS NOMINAL IN AMOUNT.

4. CHARTERERS CONFIRM THAT THEIR SCHEDULES ALLOW TIME FOR OWNERS AND/OR THE MASTER TO TEST REQUESTS FOR FACILITATION PAYMENTS WHICH MAY BE IMPROPER AND TO RESIST DEMANDS FOR IMPROPER FACILITATION PAYMENTS.

5. IF THE MASTER AND/OR CREW ARE REQUESTED TO PAY ANY BRIBE OR MAKE ANY FACILITATION PAYMENT THE MASTER SHALL HAVE THE RIGHT TO ISSUE A PROTEST. ANY PROTEST ISSUED IN ACCORDANCE WITH THIS SUB-CLAUSE SHALL BE COPIED TO CHARTERERS IMMEDIATELY.

6. IT IS UNDERSTOOD THAT WHERE A BRIBE OR FACILITATION PAYMENT HAS BEEN REQUESTED AND HAS BEEN REFUSED BY OR ON BEHALF OF THE VESSEL, THIS MAY RESULT IN DELAY TO THE VESSEL AND/OR TO CARGO OPERATIONS, AND THAT THOSE PARTIES WHOSE REQUESTS HAVE BEEN REFUSED MAY RAISE FALSE OR IRRELEVANT ALLEGATIONS AGAINST OWNERS AND/OR THE VESSEL AND/OR MASTER AND/OR CREW, AND THEREFORE IT IS AGREED THAT IF THE MASTER SHALL HAVE ISSUED A PROTEST IN ACCORDANCE WITH SUB-CLAUSE (5), IN THE ABSENCE OF CLEAR EVIDENCE TO THE CONTRARY IT SHALL BE DEEMED THAT ANY DELAY ENSUING IS THE RESULT OF THE REFUSAL OF A BRIBE OR FACILITATION PAYMENT.

7. DELAY AS A RESULT OF A REFUSAL BY OR ON BEHALF OF THE VESSEL TO PAY ANY BRIBE OR IMPROPER FACILITATION PAYMENT SHALL NOT BE CONSIDERED AS TIME LOST FOR THE PURPOSE OF ANY OFF-HIRE PROVISION.

### **52. AGENCY**

CHARTERERS APPOINTED AGENT IN VARIOUS PORTS TO DO MINOR HUSBANDRY WORKS FOR THE MASTER / VESSEL WITHOUT ANY EXTRA CHARGE TO OWNERS IF REQUESTED BY OWNERS. ON REQUEST FROM OWNERS CHARTERERS TO PROVIDE NECESSARY FUNDS TO MASTER TO MEET CREW DISBURSEMENT, FRESH WATER ETC. HOSPITALIZATION OF VESSEL'S PERSONNEL IF REQUIRED TO BE CARRIED BY CHARTERERS AGENTS AT TARIFF RATE. CHARTERERS ARE TO PROVIDE ORIGINAL VOUCHERS AND INVOICES AT THE EARLIEST POSSIBLE OPPORTUNITY OF THE VESSEL'S SAILING FROM SUCH PORTS. CHARTERERS TO KEEP ADVISED VESSEL'S ITINERARY AND PORTS OF CALL AND AGENTS.



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BSC BHABAN, SALTGOLA ROAD, CHITTAGONG-4100, BANGLADESH

TEL : + 88-031-728269, FAX : + 88-031-710506 / 722380

E-MAIL : [gm-cht@bsc.gov.bd](mailto:gm-cht@bsc.gov.bd) [www.bsc.gov.bd](http://www.bsc.gov.bd)

### **53. WATCHMEN**

ALL WATCHMEN INCLUDING ADDITIONAL IF REQUIRED BY MASTER SHALL ALWAYS TO BE ON CHARTERERS ACCOUNT FOR THE SAFETY AND SECURITY OF THE SHIP.

### **54. WEATHER ROUTING CLAUSE FOR TIME CHARTER PARTIES**

CHARTERERS ARE USING WEATHER NEWS INTERNATIONAL:

A) THE VESSEL SHALL, UNLESS OTHERWISE INSTRUCTED BY THE CHARTERERS, PROCEED BY THE CUSTOMARY ROUTE, BUT THE MASTER MAY DEVIATE FROM THE ROUTE IF HE HAS REASONABLE GROUNDS TO BELIEVE THAT SUCH A ROUTE WILL COMPROMISE THE SAFE NAVIGATION OF THE VESSEL.

B) IN THE EVENT THE CHARTERERS SUPPLY THE MASTER WITH WEATHER ROUTING INFORMATION, ALTHOUGH NOT OBLIGED TO FOLLOW SUCH ROUTING INFORMATION, THE MASTER SHALL COMPLY WITH THE REPORTING PROCEDURE OF THAT SERVICE.

FLEETWEATHER NOT TO BE USED.

### **55. P & I CLUB AND CARGO LIABILITY CLAUSE**

OWNERS GUARANTEE THAT THE VESSEL IS ENTERED AND SHALL REMAIN ENTERED IN A P & I ASSOCIATION, WHICH IS A MEMBER OF THE GROUP OF INTERNATIONAL P & I CLUBS, FOR THE DURATION OF THIS CHARTER PARTY. ENTRY SHALL INCLUDE, BUT NOT TO BE LIMITED TO, ORDINARY COVER FOR CARGO CLAIMS AND CHARTERERS SHALL HAVE THE BENEFIT OF THE OWNERS' P & I CLUB AS FAR AS THE RULES PERMIT. ANY LIABILITY TO THIRD PARTIES FOR CARGO CLAIMS SHALL BE BORN BY OWNERS/CHARTERERS IN ACCORDANCE WITH NYPE INTERCLUB AGREEMENT AS AMENDED MAY 1996 AND ANY SUBSEQUENT AMENDMENTS. THE PARTY HAVING PAID THE CLAIM(S) SHALL SUBMIT SAME TO THE OTHER PARTY WITH SUPPORTING DOCUMENTS AS SOON AS POSSIBLE. OWNERS CONFIRM THEIR P & I CLUB AS PER THE VESSEL'S P&I CERTIFICATES

CHARTERERS CONFIRM THEIR P & I CLUB IS XXX

### **56. COMMUNICATION**

OWNERS WARRANT THAT DURING THE CURRENCY OF THIS CHARTER PARTY, THE MASTER AND CHIEF OFFICER ON BOARD HAVE A PROPER COMMAND OF WRITTEN AND SPOKEN ENGLISH.

### **57. MODIFICATIONS**

IN CASE MODIFICATIONS SHOULD BE REQUIRED IN VESSEL'S CARGO HOLDS, EQUIPMENT ETC., DUE TO CHARTERERS' REQUIREMENTS, SAME TO BE FOR CHARTERERS' TIME AND ACCOUNT AND IS SUBJECT TO OWNERS' PRIOR APPROVAL.

THE CHARTERERS SHALL, SUBJECT TO THE OWNERS' AND VESSEL'S CLASS APPROVAL BE AT LIBERTY AND SUBJECT TO SHIP'S STRENGTH AND SAFETY, TO FIT/WELD ANY PADEYE EXCEPT ON FUEL TANK TOPS AND HOPPERS, FOR LOADING, DISCHARGING AND/OR SECURING CARGOES. SUCH WORK TO BE DONE AT THE CHARTERERS' EXPENSE, TIME AND ARRANGEMENT AND THE CHARTERERS TO REMOVE SUCH PADEYES AT THEIR EXPENSE, TIME AND ARRANGEMENT PRIOR TO REDELIVERY, IF SO REQUIRED BY MASTER/OWNERS. ANY DAMAGE TO THE VESSEL'S TANK COATING AND/OR PAINT TO BE RESTORED BY CHARTERERS AT THEIR EXPENSE, TIME AND ARRANGEMENT PRIOR REDELIVERY.

### **58. TONNAGE CERTIFICATE**

VESSEL TO HAVE ON BOARD AN INTERNATIONAL TONNAGE CERTIFICATE VALID FOR THE



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DURATION OF THIS CHARTER PARTY AND SUCH TONNAGE CERTIFICATES SHALL BE ACCEPTABLE BY THE LOCAL AUTHORITIES AT THE COUNTRIES OF CALL WITHIN THE TRADING LIMITS OF THIS CHARTER PARTY. SHOULD SUCH CERTIFICATE NOT BE ACCEPTABLE TO THE LOCAL AUTHORITIES AND/OR RESULT IN AN UPLIFT IN THE PORT EXPENSES, TIME AND EXPENSES FOR ISSUING AN ACCEPTABLE TONNAGE CERTIFICATE AND/OR UPLIFT IN PORT EXPENSES SHALL BE FOR OWNERS' ACCOUNT.

### **59. HOSE TESTING**

CHARTERERS HAVE THE OPTION TO HOSE TEST THE VESSEL'S HATCH COVERS AT ANY TIME DURING THE CHARTER PARTY SUBJECT TO THE FOLLOWING: -

1. HOSE TEST TO BE CARRIED OUT AT CHARTERERS TIME, COST AND EXPENSES.
2. IF ANY LEAKAGE IS DETECTED SAME TO BE RECTIFIED BY USING HATCH SEALING AT CHARTERER'S COST.
3. IF MINOR REPAIRS ARE REQUIRED TO MAKE THE HATCH COVERS WATER TIGHT SAME TO BE CARRIED OUT AT CHARTERER'S TIME, COST AND EXPENSES.
4. OWNERS SHALL NOT ALLOW ANY OFF-HIRE OF VESSEL OF WHATSOEVER IN NATURE ARISING OUT OF CARRYING OUT OF HOSE TEST INCLUDING REJECTION BY SHIPPER.

### **60. BIMCO ISM CLAUSE**

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. EXCEPT AS OTHERWISE PROVIDED IN THIS CHARTER PARTY, LOSS, DAMAGE, EXPENSE OR DELAY CAUSE BY FAILURE ON THE PART OF THE OWNERS OR "THE COMPANY" TO COMPLY WITH THE ISM CODE SHALL BE FOR THE OWNERS' ACCOUNT.

### **61. PIRACY CLAUSE**

GOA/INDIA TRANSIT TO BE FOR OWNERS A/C WITH CHARTERERS PAYING A LUMP SUM OF USD 30,000 FOR ALL AP/KR/CWB ETC - ACCEPT BUT ANY DEVIATION (EG GALLE) TO BE CONSIDERED ON HIRE. NOTWITHSTANDING ABOVE, THE BIMCO 2013 ANTI-PIRACY CLAUSE, TO BE INCORPORATED INTO THE CHARTER PARTY:

#### **BIMCO PIRACY CLAUSE FOR TIME CHARTER PARTIES 2013**

- (A) THE VESSEL SHALL NOT BE OBLIGED TO PROCEED OR REQUIRED TO CONTINUE TO OR THROUGH, ANY PORT, PLACE, AREA OR ZONE, OR ANY WATERWAY OR CANAL (HEREINAFTER "AREA") WHICH, IN THE REASONABLE JUDGEMENT OF THE MASTER AND/OR THE OWNERS, IS DANGEROUS TO THE VESSEL, CARGO, CREW OR OTHER PERSONS ON BOARD THE VESSEL DUE TO ANY ACTUAL, THREATENED OR REPORTED ACTS OF PIRACY AND/OR VIOLENT ROBBERY AND/OR CAPTURE/SEIZURE (HEREINAFTER "PIRACY"), WHETHER SUCH RISK EXISTED AT THE TIME OF ENTERING INTO THIS CHARTER PARTY OR OCCURRED THEREAFTER. SHOULD THE VESSEL BE WITHIN ANY SUCH PLACE AS AFORESAID WHICH ONLY BECOMES DANGEROUS, OR MAY BECOME DANGEROUS, AFTER ENTRY INTO IT, THE VESSEL SHALL BE AT LIBERTY TO LEAVE IT.
- (B) IF IN ACCORDANCE WITH SUB-CLAUSE (A) THE OWNERS DECIDE THAT THE VESSEL SHALL NOT PROCEED OR CONTINUE TO OR THROUGH THE AREA THEY MUST



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IMMEDIATELY INFORM THE CHARTERERS. THE CHARTERERS SHALL BE OBLIGED TO ISSUE ALTERNATIVE VOYAGE ORDERS AND SHALL INDEMNIFY THE OWNERS FOR ANY CLAIMS FROM HOLDERS OF THE BILLS OF LADING OR THIRD PARTIES CAUSED BY WAITING FOR SUCH ORDERS AND/OR THE PERFORMANCE OF AN ALTERNATIVE VOYAGE. ANY TIME LOST AS A RESULT OF COMPLYING WITH SUCH ORDERS SHALL NOT BE CONSIDERED OFF-HIRE.

- (C) IF THE OWNERS CONSENT OR IF THE VESSEL PROCEEDS TO OR THROUGH AN AREA EXPOSED TO THE RISK OF PIRACY THE OWNERS SHALL HAVE THE LIBERTY:

(I) TO TAKE REASONABLE PREVENTATIVE MEASURES TO PROTECT THE VESSEL, CREW AND CARGO INCLUDING BUT NOT LIMITED TO RE-ROUTEING WITHIN THE AREA, PROCEEDING IN CONVOY, USING ESCORTS, AVOIDING DAY OR NIGHT NAVIGATION, ADJUSTING SPEED OR COURSE, OR ENGAGING SECURITY PERSONNEL AND/OR DEPLOYING EQUIPMENT ON OR ABOUT THE VESSEL (INCLUDING EMBARKATION/DISEMBARKATION).

(II) TO COMPLY WITH THE REQUIREMENTS OF THE OWNERS' INSURERS UNDER THE TERMS OF THE VESSEL'S INSURANCE(S);

(III) TO COMPLY WITH ALL ORDERS, DIRECTIONS, RECOMMENDATIONS OR ADVICE 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 (INCLUDING MILITARY AUTHORITIES) WHATSOEVER ACTING WITH THE POWER TO COMPEL COMPLIANCE WITH THEIR ORDERS OR DIRECTIONS;AND

(IV) 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;

AND THE CHARTERERS SHALL INDEMNIFY THE OWNERS FOR ANY CLAIMS FROM HOLDERS OF BILLS OF LADING OR THIRD PARTIES CAUSED BY THE VESSELPROCEEDING AS AFORESAID, SAVE TO THE EXTENT THAT SUCH CLAIMS ARE COVERED BY ADDITIONAL INSURANCE AS PROVIDED IN SUB-CLAUSE (D)(III).

- (D) COSTS

(I) IF THE VESSEL PROCEEDS TO OR THROUGH AN AREA WHERE DUE TO RISK OF PIRACY ADDITIONAL COSTS WILL BE INCURRED INCLUDING BUT NOT LIMITED TO ADDITIONAL PERSONNEL AND PREVENTATIVE MEASURES TO AVOID PIRACY, SUCH REASONABLE COSTS SHALL BE FOR THE CHARTERERS' ACCOUNT. ANY TIME LOST WAITING FOR CONVOYS, FOLLOWING RECOMMENDED ROUTING, TIMING, OR REDUCING SPEED OR TAKING MEASURES TO MINIMIZE RISK, SHALL BE FOR THE CHARTERERS' ACCOUNT AND THE VESSEL SHALL REMAIN ON HIRE;

(II) 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;





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(III) IF THE VESSEL PROCEEDS TO OR THROUGH AN AREA EXPOSED TO THE RISK OF PIRACY, THE CHARTERERS SHALL REIMBURSE TO THE OWNERS ANY ADDITIONAL PREMIUMS REQUIRED BY THE OWNERS' INSURERS AND THE COSTS OF ANY ADDITIONAL INSURANCES THAT THE OWNERS REASONABLY REQUIRE IN CONNECTION WITH PIRACY RISKS WHICH MAY INCLUDE BUT NOT BE LIMITED TO WAR LOSS OF HIRE AND/OR MARITIME K&R.

(IV) ALL PAYMENTS ARISING UNDER SUB-CLAUSE (D) SHALL BE SETTLED WITHIN FIFTEEN (15) DAYS OF RECEIPT OF OWNERS' SUPPORTED INVOICES OR ON REDELIVERY, WHICHEVER OCCURS FIRST.

- (E) IF THE VESSEL IS ATTACKED BY PIRATES ANY TIME LOST SHALL BE FOR THE ACCOUNT OF THE CHARTERERS AND THE VESSEL SHALL REMAIN ON HIRE.
- (F) IF THE VESSEL IS SEIZED BY PIRATES THE OWNERS SHALL KEEP THE CHARTERERS CLOSELY INFORMED OF THE EFFORTS MADE TO HAVE THE VESSEL RELEASED. THE VESSEL SHALL REMAIN ON HIRE THROUGHOUT THE SEIZURE AND THE CHARTERERS' OBLIGATIONS SHALL REMAIN UNAFFECTED, EXCEPT THAT HIRE PAYMENTS SHALL CEASE AS OF THE NINETY-FIRST (91ST) DAY AFTER THE SEIZURE UNTIL RELEASE. THE CHARTERERS SHALL PAY HIRE, OR IF THE VESSEL HAS BEEN REDELIVERED, THE EQUIVALENT OF CHARTER PARTY HIRE, FOR ANY TIME LOST IN MAKING GOOD ANY DAMAGE AND DETERIORATION RESULTING FROM THE SEIZURE. THE CHARTERERS SHALL NOT BE LIABLE FOR LATE REDELIVERY UNDER THIS CHARTER PARTY RESULTING FROM THE SEIZURE OF THE VESSEL.
- (G) IF IN COMPLIANCE WITH 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. 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.

### **62. WAR**

IN THE EVENT OF OUTBREAK OF WAR BETWEEN ANY OF THE FOLLOWING COUNTRIES: U.S.A., CANADA, GREAT BRITAIN AND PEOPLE'S REPUBLIC OF CHINA, THE CHARTERERS HAVE THE OPTION OF CANCELLING THIS CHARTER PARTY. IT IS UNDERSTOOD THAT WAR MEANS DIRECT WAR BETWEEN THESE NATIONS AND DOES NOT INCLUDE LOCAL HOSTILITIES OR CIVIL WAR WHERE ANY OF THE ABOVE COUNTRIES SUPPORT OPPOSING SIDES.

### **63. DRUG AND ALCOHOL GUIDELINES**

THE CHARTERERS EXPECT THAT THE OWNERS/DISPONENT OWNERS HAVE GUIDELINES ON DRUG AND ALCOHOL ABUSE APPLICABLE TO THE VESSEL WITH THE OBJECT THAT NO SEAFARER WILL NAVIGATE A SHIP OR OPERATE ITS ON-BOARD EQUIPMENT WHILE IMPAIRED BY DRUGS OR ALCOHOL AND THAT NO SEAFARER WILL HAVE THE USE OR POSSESSION OF OR THE OPPORTUNITY TO SELL OR DISTRIBUTE OR TRANSPORT ILLICIT OR NON-PRESCRIBED DRUGS ABOARD THE VESSEL. FURTHER, CHARTERERS EXPECT THAT THE OWNERS/DISPONENT OWNERS EXERCISE DUE DILIGENCE THROUGHOUT THE PERIOD OF THE CHARTER PARTY TO ENSURE THAT SUCH GUIDELINES ARE COMPLIED WITH. OWNERS/CHARTERERS TO CONFIRM IN COMPLIANCE WITH THE REQUIREMENTS OF THE SEA CARRIER INITIATIVE AGREEMENT.

### **64. ASIAN GYPSY MOTH/QUARANTINE REGULATIONS CLAUSE**

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 U.S.A. OR CANADIAN PORTS/ WATERS REGULATIONS. THE COST AND TIME FOR INSPECTION/CERTIFICATION AND ANY FUMIGATION REQUIRED IS TO BE FOR CHARTERERS TIME AND EXPENSE. IN CASE VESSEL BANNED FROM CANADA/



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USA/AUSTRALIA/NEW ZEALAND PORTS/WATERS SOLELY DUE TO ASIAN GYPSY MOTH REASONS WHICH WAS CAUSED BY THE VESSELS CALLING JAPANESE PORTS 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 PORTS THAT MIGHT BE AFFECTED BY ASIAN GYPSY MOTH WITHIN THE LAST 6 MONTHS OF VESSEL'S CHARTER.

### **65. ICE CLAUSE**

A) THE VESSEL SHALL NOT BE REQUIRED TO ENTER OR REMAIN IN ANY ICEBOUND PORT OR AREA, NOR ANY PORT OR AREA WHERE LIGHTS, LIGHTSHIPS, MARKERS OR BUOYS HAVE BEEN OR ARE ABOUT TO BE WITHDRAWN BY REASON OF ICE, NOR WHERE ON ACCOUNT OF ICE THERE IS, IN THE MASTER'S SOLE DISCRETION, A RISK THAT, IN THE ORDINARY COURSE OF EVENTS, THE VESSEL WILL NOT BE ABLE SAFELY TO ENTER AND REMAIN AT THE PORT OR AREA OR TO DEPART AFTER COMPLETION OF LOADING OR DISCHARGING. IF, ON ACCOUNT OF ICE, THE MASTER IN HIS SOLE DISCRETION CONSIDERS IT UNSAFE TO PROCEED TO, ENTER OR REMAIN AT THE PLACE OF LOADING OR DISCHARGING FOR FEAR OF THE VESSEL BEING FROZEN IN AND/OR DAMAGED, HE SHALL BE AT LIBERTY TO SAIL TO THE NEAREST ICE-FREE AND SAFE PLACE AND THERE AWAIT THE CHARTERERS' INSTRUCTIONS.

B) ANY DELAY OR DEVIATION CAUSED BY OR RESULTING FROM ICE SHALL BE FOR THE CHARTERERS' ACCOUNT AND THE VESSEL SHALL REMAIN ON-HIRE.

C) ANY ADDITIONAL PREMIUMS AND/OR CALLS REQUIRED BY THE VESSEL'S UNDERWRITERS DUE TO THE VESSEL ENTERING OR REMAINING IN ANY ICEBOUND PORT OR AREA, SHALL BE FOR THE CHARTERERS' ACCOUNT.

### **66. VESSEL'S DESCRIPTION**

AS ANNEXED IN THE APPENDIX-A.

### **67. MIXED STOWAGE**

OWNERS ARE NOT RESPONSIBLE FOR ANY CONTAMINATION AND/OR DAMAGE TO CARGO WHICH MAY ARISE DUE TO MIXED CARGO STOWAGE IN THE SAME HOLD LOADED BY CHARTERERS. SEPARATION, OTHER THAN NATURAL, IF REQUIRED, TO BE ARRANGED BY CHARTERERS AT THEIR TIME AND EXPENSE.

### **68. WEATHER CLAUSE**

FOR THE PURPOSE OF THIS CHARTER PARTY AND PERFORMANCE OF THE VESSEL DESCRIBED HEREIN, GOOD WEATHER IS DEFINED AS MAXIMUM BEAUFORT FORCE 3 AND DOUGLAS SEA STATE 2 AND NO ADVERSE CURRENT/NEGATIVE INFLUENCE OF SWELL.

### **69. DELIVERY/REDELIVERY TIME**

DELIVERY / REDELIVERY TIME TO BE BASED ON GMT, BUT LAYCAN TO BE BASED ON LOCAL TIME.

### **70. SERVICES FOR CHARTERERS' ACCOUNT**

STEVEDORES AT BOTH LOADING AND DISCHARGING PORTS TO BE DEEMED SERVANTS OF CHARTERERS FOR ALL PURPOSES. CHARTERERS TO HOLD OWNERS HARMLESS FROM ALL CLAIMS ARISING OUT OF STEVEDORES CARGO OPERATIONS – HOWEVER, STOWAGE REMAINS MASTER ULTIMATE RESPONSIBILITY - AND/OR THEFT AND/OR PILFERAGE. IN CASE OF THEFT AND/OR PILFERAGE MASTER TO IMMEDIATELY PROVIDE EVIDENCE INCLUDING PICTURES.

### **71. HAMBURG RULES CLAUSE**



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NEITHER THE CHARTERERS NOR THEIR AGENTS SHALL PERMIT THE ISSUE OF ANY BILL OF LADING, WAYBILL OR OTHER DOCUMENT EVIDENCING A CONTRACT OF CARRIAGE (WHETHER OR NOT SIGNED ON BEHALF OF THE OWNERS OR ON THE CHARTERERS' BEHALF OR ON BEHALF OF ANY SUB-CHARTERERS) INCORPORATING, WHERE NOT COMPULSORILY APPLICABLE, THE HAMBURG RULES OR ANY LEGISLATION GIVING EFFECT TO THE HAMBURG RULES OR ANY OTHER LEGISLATION IMPOSING LIABILITIES IN EXCESS OF HAGUE OR HAGUE/VISBY RULES. THE CHARTERERS SHALL INDEMNIFY THE OWNERS AGAINST ANY LIABILITY, LOSS OR DAMAGE WHICH MAY RESULT FROM ANY BREACH OF THE FOREGOING PROVISIONS OF THIS CLAUSE, BUT THE CHARTERERS ARE NOT ALLOWED TO SIGN A BILL OF LADING WHICH STATES IN THE PRINTED TERMS THAT IT IS SUBJECT TO THE HAMBURG RULES.

### **72. BIMCO SHIP TO SHIP TRANSFER CLAUSE**

A) THE CHARTERERS SHALL HAVE THE RIGHT TO ORDER THE VESSEL TO CONDUCT SHIP TO SHIP CARGO OPERATIONS, INCLUDING THE USE OF FLOATING CRANES AND BARGES. ALL SUCH SHIP TO SHIP TRANSFERS SHALL BE AT THE CHARTERERS' RISK, COST, EXPENSE AND TIME.

B) THE CHARTERERS SHALL DIRECT THE VESSEL TO A SAFE AREA FOR THE CONDUCT OF SUCH SHIP TO SHIP OPERATIONS WHERE THE VESSEL CAN SAFELY PROCEED TO, LIE AND DEPART FROM, ALWAYS AFLOAT, BUT ALWAYS SUBJECT TO THE MASTER'S APPROVAL. THE CHARTERERS SHALL PROVIDE ADEQUATE FENDERING, SECURING AND MOORING EQUIPMENT, AND HOSES AND/OR OTHER EQUIPMENT, AS NECESSARY FOR THESE OPERATIONS, TO THE SATISFACTION OF THE MASTER.

C) THE CHARTERERS SHALL OBTAIN ANY AND ALL RELEVANT PERMISSIONS FROM PROPER AUTHORITIES TO PERFORM SHIP TO SHIP OPERATIONS AND SUCH OPERATIONS SHALL BE CARRIED OUT IN CONFORMITY WITH BEST INDUSTRY PRACTICE.

D) IF, AT ANY TIME, THE MASTER CONSIDERS THAT THE OPERATIONS ARE, OR MAY BECOME, UNSAFE, HE MAY ORDER THEM TO BE SUSPENDED OR DISCONTINUED. IN EITHER EVENT THE MASTER SHALL HAVE THE RIGHT TO ORDER THE OTHER VESSEL AWAY FROM THE VESSEL OR TO REMOVE THE VESSEL.

E) IF THE OWNERS ARE REQUIRED TO EXTEND THEIR EXISTING INSURANCE POLICIES TO COVER SHIP TO SHIP OPERATIONS OR INCURE ANY OTHER ADDITIONAL COST/EXPENSE, THE CHARTERERS SHALL REIMBURSE THE OWNERS FOR ANY ADDITIONAL PREMIUM OR COST/EXPENSE INCURRED.

F) THE CHARTERERS SHALL INDEMNIFY THE OWNERS AGAINST ANY AND ALL CONSEQUENCES ARISING OUT OF THE SHIP TO SHIP OPERATIONS INCLUDING BUT NOT LIMITED TO DAMAGE TO THE VESSEL AND OTHER COSTS AND EXPENSES INCURRED AS A RESULT OF SUCH DAMAGE, INCLUDING ANY LOSS OF HIRE; DAMAGE TO OR CLAIMS ARISING FROM OTHER ALONGSIDE VESSELS, EQUIPMENT, FLOATING CRANES OR BARGES; LOSS OF OR DAMAGE TO CARGO; AND POLLUTION.

### **73. CONTAINER CLAUSE**

CHARTERERS CONFIRM THAT NO REEFER CONTAINERS WILL BE LOADED.

VESSEL HAS NO FITTINGS FOR CONTAINERS. IF CONTAINERS ARE CARRIED FOLLOWING CLAUSE TO APPLY:

CONTAINERS TO BE SEALED ON LOADING. OWNERS NOT TO BE RESPONSIBLE FOR DAMAGES/ SHORTAGES TO CONTAINER CARGO WHERE CONTAINERS ARE RECEIVED AND DELIVERED IN SEALED CONDITION.

SECURING OF CARGO INSIDE CONTAINERS AND/OR FLATS OR ANY OTHER UNIT LOAD IN/ON



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VEHICLES AND OF CARGO AND CONTAINERS TO TRAILERS TO BE FOR CHARTERERS' CONCERN AND RESPONSIBILITY. ANY DAMAGES TO SHIP, HER TACKLE, APPAREL, FURNITURE OR ELSE RESULTING FROM INSUFFICIENT SECURING OF CARGO IN OR ON SUCH LOADS AND/OR OTHER UNIT LOAD TO BE REPAIRED AT CHARTERERS' TIME AND EXPENSE.

ANY UNLAWFUL AND/OR ILLEGAL MERCHANDISE AND/OR GOODS PERTAINING TO THE CARGO FOUND INSIDE CONTAINERS ARE SOLELY CHARTERERS' RESPONSIBILITY AND ALL RESULTING CONSEQUENCES ARE TO BE BORNE BY CHARTERERS, UNLESS RESULTING FROM CREW/OFFICERS' ACT OF SMUGGLING.

CHARTERERS AND/OR THEIR AGENTS TO PROVIDE MASTER WITH SHIPPERS/AGENTS DECLARED WEIGHT OF CONTAINERS, INFORMATION OF CONTAINERS, WITH SPECIAL AND/OR DANGEROUS CARGO, REQUIRING SPECIAL STOWAGE/ATTENTION, AS WELL AS TOTAL NUMBER OF CONTAINERS AND DESTINATION PRIOR TO COMMENCEMENT OF LOADING OPERATION EACH PORT. CHARTERERS TO BE RESPONSIBLE FOR ANY DAMAGES, DELAYS AND EXPENSES AS MAY ARISE IN PORT OR AT SEA FROM DISCREPANCY BETWEEN MANIFEST AND ACTUAL CONTAINER WEIGHT.

### **74. BIMCO ISPS/MTSA CLAUSE FOR TIMECHARTER 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 OWNERS' 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



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CHARTERING & TRAMPING DEPARTMENT

BSC BHABAN, SALTGOLA ROAD, CHITTAGONG-4100, BANGLADESH

TEL : + 88-031-728269, FAX : + 88-031-710506 / 722380

E-MAIL : [gm-cht@bsc.gov.bd](mailto:gm-cht@bsc.gov.bd) [www.bsc.gov.bd](http://www.bsc.gov.bd)

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 OWNERS' 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.

### **75. NAABSA CLAUSE**

CHARTERERS HAVE THE LIBERTY TO TRADE THE VESSEL NAABSA (NOT ALWAYS AFLOAT BUT SAFELY AGROUND) IN RIVER PLATE - ARGENTINA, BRAZIL, URUGUAY, BUT NOT ABOVE SAN LORENZO AND AT BUENAVENTURA WHERE IT IS CUSTOMARY FOR SIMILAR SIZE AND TYPE OF VESSELS TO LIE SAFELY AGROUND IN SOFT MUD ONLY. WHEN TRADING RIVER PLATE, CHARTERERS AND THEIR AGENTS TO GIVE MASTER/ OWNERS FULL COOPERATION TO ENSURE THAT THE VESSEL IS LOADED TO CORRECT DRAFT TO SAFELY TRANSIT THE RIVER SYSTEM. IN THE EVENT VESSEL TOUCHES BOTTOM, OTHER THAN AT THE BERTH IN ANY OF THE ABOVE MENTIONED PLACES, CHARTERERS ARE TO ARRANGE FOR A CLASS APPROVED DIVERS INSPECTION AT THEIR COST AND TIME.

THE CHARTERERS SHALL INDEMNIFY THE OWNERS FOR ANY LOSS, DAMAGE, COSTS, EXPENSES OR LOSS OF TIME, INCLUDING ANY UNDERWATER INSPECTION REQUIRED BY CLASS, CAUSED AS A CONSEQUENCE OF THE VESSEL LYING AGROUND AT THE CHARTERERS' REQUEST.

### **76. CONSTRUCTIVE TOTAL LOSS (CTL)**

IN THE EVENT THE VESSEL IS DECLARED A CTL BY HULL AND MACHINERY INSURERS, UNLESS THE OWNERS ELECT OTHERWISE THE CHARTER SHALL BE DEEMED AS TERMINATED AT THE DATE OF THE DECLARATION OF THE CTL.

CHARTERERS BILLS OF LADING AS SENT ARE ACCEPTABLE ALWAYS PROVIDED THAT SUCH BILLS OF LADING ARE ONLY SIGNING BY CHARTERERS AND/OR THEIR AGENTS AND ALWAYS ON BEHALF OF CARRIER.

### **77. BIMCO STOWAWAYS CLAUSES FOR TIMECHARTER PARTIES 2009**

(A) IF STOWAWAYS HAVE GAINED ACCESS TO THE VESSEL BY MEANS OF SECRETING AWAY IN THE GOODS AND/OR CONTAINERS OR BY ANY OTHER MEANS RELATED TO THE CARGO OPERATION, THIS SHALL AMOUNT TO BREACH OF THIS CHARTER PARTY. THE CHARTERERS SHALL BE LIABLE FOR THE CONSEQUENCES OF SUCH BREACH AND HOLD THE OWNERS HARMLESS AND KEEP THEM INDEMNIFIED AGAINST ALL CLAIMS; COSTS (INCLUDING BUT NOT LIMITED TO VICTUALING COSTS FOR STOWAWAYS WHILST ON BOARD AND REPATRIATION); LOSSES; AND FINES OR PENALTIES, WHICH MAY ARISE AND BE MADE AGAINST THEM. THE CHARTERERS SHALL, IF REQUIRED, PLACE THE OWNERS IN FUNDS TO PUT UP BAIL OR OTHER SECURITY. THE VESSEL SHALL REMAIN ON HIRE FOR ANY TIME LOST AS A RESULT OF SUCH BREACH.

(B) SAVE FOR THOSE STOWAWAYS REFERRED TO IN SUB-CLAUSE (A), IF STOWAWAYS HAVE GAINED ACCESS TO THE VESSEL THIS SHALL AMOUNT TO A BREACH OF THIS CHARTER PARTY, THE OWNERS SHALL BE LIABLE FOR THE CONSEQUENCES OF SUCH BREACH AND HOLD THE



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CHARTERERS HARMLESS AND KEEP THEM INDEMNIFIED AGAINST ALL CLAIMS; COSTS; LOSSES AND FINES OR PENALTIES, WHICH MAY ARISE AND BE MADE AGAINST THEM. THE VESSEL SHALL BE OFF HIRE FOR ANY TIME LOST AS A RESULT OF SUCH BREACH.

### **78. GRAIN**

VESSEL IS ABLE TO LOAD A FULL CARGO OF GRAIN PRODUCTS IN BULK IN ACCORDANCE WITH SOLAS 1974 INCLUDING TRIMMED ENDS AND LATEST AMENDMENTS WITHOUT TRIMMING/ LEVELLING OR CARGO SECURING/STRAPPING SUBJECT TO VESSEL'S STABILITY CHARACTERISTICS AND GRAIN LOADING MANUAL.

### **79. ARREST**

SHOULD THE VESSEL BE ARRESTED DURING THE CURRENCY OF THIS CHARTER PARTY AT THE SUIT OF ANY PARTY 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 DURING WHICH THE VESSEL IS NOT FULLY AT CHARTERERS' DISPOSAL AND ANY DIRECTLY RELATED COSTS SHALL BE FOR OWNERS' ACCOUNT, UNLESS SUCH ARREST IS DUE TO ACTION AGAINST CHARTERERS OR SUB-CHARTERERS OR THEIR AGENTS OR THE CONTRACTORS OR THE CARGO SHIPPERS OR CONSIGNEES.

### **80. CREW'S DUTIES.**

OFFICERS' AND CREW'S DUTIES APART FROM OFFICERS AND CREW ORDINARY DUTIES IN RELATION TO STEAMING, MAINTENANCE, MOORING, SHIFTING, WARPING, BUNKERING AND OTHER ORDINARY SHIP'S WORK THE CREW TO PERFORM THE FOLLOWING DUTIES WHEN REQUIRED BY CHARTERERS, OR THEIR SERVANTS, IN 24 (TWENTY FOUR) HOURS OPERATION PROVIDED PERMITTED BY LOCAL LABOUR REGULATIONS:

#### **(I) FREE OF EXPENSE**

OPENING AND CLOSING OF HATCHES AND TWEEN DECKS (IF AVAILABLE), ERECTING /DISMANTLING OF FITTINGS NECESSARY FOR CARRIAGE OF CHARTERERS CARGOES.

**(II) AGAINST PAYMENT OF BONUS TO BE MUTUALLY AGREED BETWEEN CHARTERERS AND MASTER, THESE DUTIES CAN AND WILL ONLY BE PERFORMED AFTER MASTER'S FINAL APPROVAL AND ONLY IN THOSE CASES WHERE THE SAFETY OF THE CREW, VESSEL AND OR CARGO WILL NOT BECOME AT ANY STAGE IN DANGER AND PROVIDED THE LOCAL REGULATIONS PERMIT AND PROVIDED THE CREW HAS NECESSARY SKILLS/ LICENCES:**

**(A) TO SECURE CARGO UNDER/ON DECK AS CHARTERERS' SERVANTS.**

**(B) TO SECURE CARGO UNDER/ON DECK**

**(C) FREE OF EXPENSE**

TO ASSIST IN LOADING/DISCHARGING OF CARGOES IF REQUIRED BY CHARTERERS AT REMOTE PORT OF CALLS, PRIVATE WHARFS/ BERTHS/ JETTIES IF CREW'S NORMAL DUTIES PERMIT TIME FOR IT AND AT MASTER'S DISCRETION. THE AVAILABILITY OF CREW WILL BE DISCUSSED BETWEEN MASTER AND CHARTERERS ON A CASE BY CASE AND ON A DAY BY DAY BASIS.

### **81. STANDARD BIMCO PARAMOUNT CLAUSE – GENERAL TO APPLY**

THE INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES OF LAW RELATING TO BILLS OF LADING SIGNED AT BRUSSELS ON 25 AUGUST 1924 ("THE HAGUE RULES") AS AMENDED BY THE PROTOCOL SIGNED AT BRUSSELS ON 23 FEBRUARY 1968 ("THE HAGUE-VISBY RULES") AND AS ENACTED IN THE COUNTRY OF SHIPMENT SHALL APPLY TO THIS CONTRACT. WHEN THE HAGUE-VISBY RULES ARE NOT ENACTED IN THE COUNTRY OF SHIPMENT, THE CORRESPONDING LEGISLATION OF THE COUNTRY OF DESTINATION SHALL APPLY, IRRESPECTIVE OF WHETHER SUCH LEGISLATION MAY ONLY REGULATE OUTBOUND SHIPMENTS.

WHEN THERE IS NO ENACTMENT OF THE HAGUE-VISBY RULES IN EITHER THE COUNTRY OF



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SHIPMENT OR IN THE COUNTRY OF DESTINATION, THE HAGUE-VISBY RULES SHALL APPLY TO THIS CONTRACT SAVE WHERE THE HAGUE RULES AS ENACTED IN THE COUNTRY OF SHIPMENT OR IF NO SUCH ENACTMENT IS IN PLACE, THE HAGUE RULES AS ENACTED IN THE COUNTRY OF DESTINATION APPLY COMPULSORILY TO THIS CONTRACT.

THE PROTOCOL SIGNED AT BRUSSELS ON 21 DECEMBER 1979 ("THE SDR PROTOCOL 1979") SHALL APPLY WHERE THE HAGUE-VISBY RULES APPLY, WHETHER MANDATORILY OR BY THIS CONTRACT.

THE CARRIER SHALL IN NO CASE BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO CARGO ARISING PRIOR TO LOADING, AFTER DISCHARGING, OR WHILE THE CARGO IS IN THE CHARGE OF ANOTHER CARRIER, OR WITH RESPECT TO DECK CARGO AND LIVE ANIMALS.

### **60 FUMIGATION**

THE VESSEL TO BE DELIVERED WITH VALID DERATting CERTIFICATE OR SHIP SANITATION CONTROL EXEMPTION CERTIFICATE (SSCEC) ON BOARD AND SAME TO REMAIN VALID THROUGHOUT THE CURRENCY OF THIS CHARTER PARTY. IF SUCH CERTIFICATE DOES NOT COVER THE WHOLE PERIOD OF THIS CHARTER, COST OF RENEWING CERTIFICATE (AND FUMIGATION IF NECESSARY), SHALL BE FOR OWNERS' ACCOUNT.

HOWEVER, FUMIGATION NECESSARY DUE TO CARGOES CARRIED AND PORTS CALLED DURING DURATION OF CHARTER PARTY TO BE FOR CHARTERERS' ACCOUNT. **BIMCO FUMIGATION CLAUSE TO APPLY.**

### **82. HIGH TEMPERATURE CARGO CLAUSE**

THE MASTER HAS LIBERTY TO REFUSE TO LOAD CARGOES WITH A TEMPERATURE IN EXCESS OF 85 DEGREES CENTIGRADE AND SUCH REFUSAL SHALL CONSTITUTE NEITHER A BREACH OF CHARTER, NOR AN OFF-HIRE EVENT NOR SHALL OWNERS BEAR LIABILITY FOR ANY COSTS, LOSSES OR EXPENSES SUFFERED BY CHARTERERS AS A RESULT.

### **83. INTERMEDIATE HOLD CLEANING CLAUSE (TO BE READ IN CONJUNCTION WITH DIRTY CARGO CLAUSE).**

UNLESS THIS CHARTER PARTY IS CONCLUDED FOR A SINGLE LADEN LEG, ALL CLEANING AGENTS AND ADDITIVES (INCLUDING CHEMICALS AND DETERGENTS) REQUIRED FOR HOLD BLOCK (COATING TO PROTECT THE HOLD BEFORE LOADING) AND CLEANING CARGO HOLDS SHALL BE SUPPLIED AND PAID FOR BY THE CHARTERERS. THE CHARTERERS SHALL PROVIDE THE OWNERS WITH A DATED AND SIGNED STATEMENT IDENTIFYING CLEANING AGENTS AND ADDITIVES THAT, IN ACCORDANCE WITH IMO RESOLUTION 219(63). GUIDELINES FOR THE IMPLEMENTATION OF MARPOL ANNEX V, ARE NOT SUBSTANCES HARMFUL TO THE MARINE ENVIRONMENT AND DO NOT CONTAIN ANY COMPONENT KNOWN TO BE CARCINOGENIC, MUTAGENIC OR REPROTOXIC.

ALL INTERMEDIATE HOLD CLEANING TO BE IN CHARTERERS' TIME, RISK AND EXPENSE, AND VESSEL TO REMAIN ALWAYS ON HIRE, HOWEVER CREW MAY ASSIST TO PERFORM, AS CHARTERERS' SERVANTS, AND PROVIDED AVAILABLE AND PERMITTED BY LOCAL PORT AND/OR UNION REGULATIONS. SUCH CLEANING INCLUDES SWEEPING CARGO FROM MONKEY ROCKS IN HOLD 5 WITH THE SAME CARE AS IF THEY WERE ACTING ON BEHALF OF THE OWNERS AGAINST PAYMENT BY CHARTERERS OF U.S.\$550.00 PER HOLD CLEANED BY THE CREW. OWNERS/MASTER ARE NOT TO BE RESPONSIBLE SHOULD VESSEL FAIL TO PASS SUBSEQUENT SURVEYS-VESSEL TO REMAIN ALWAYS ON HIRE - BUT TO ENDEAVOUR TO MINIMIZE DELAYS FOR APPROVAL OF HOLDS.



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IN THE EVENT THAT THE CREW ARE NOT PERMITTED TO UNDERTAKE INTERMEDIATE HOLD CLEANING, CHARTERERS TO EMPLOY SHORE LABOUR TO CARRY OUT INTERMEDIATE HOLD CLEANING AT CHARTERERS' TIME, RISK AND EXPENSE AND VESSEL TO REMAIN ALWAYS ON HIRE. FRESH WATER AND ANY OTHER MATERIALS SUCH AS REASONABLE AMOUNT OF DETERGENTS/CHEMICALS, HOLD BLOCK COATING PRIOR TO LOADING, ETC., AS REQUIRED BY MASTER TO CARRY OUT INTERMEDIATE HOLD CLEANING SHALL BE SUPPLIED BY CHARTERERS' AT THEIR TIME AND COSTS.

THROUGHOUT THE CURRENCY OF THIS CHARTER PARTY AND AT REDELIVERY, THE CHARTERERS SHALL REMAIN RESPONSIBLE FOR ALL COSTS AND TIME, INCLUDING DEVIATION, IF ANY, ASSOCIATED WITH THE REMOVAL AND DISPOSAL OF CARGO RELATED RESIDUES AND/OR HOLD WASHING WATER AND/OR CLEANING AGENTS AND DETERGENTS AND/OR WASTE. REMOVAL AND DISPOSAL AS AFORESAID SHALL ALWAYS BE IN ACCORDANCE WITH AND AS DEFINED BY MARPOL ANNEX V, OR OTHER APPLICABLE RULES.

### **84. BIMCO BOTH-TO-BOTH COLLISION CLAUSE**

IF THE VESSEL COMES INTO COLLISION WITH ANOTHER SHIP AS A RESULT OF THE NEGLIGENCE OF THE OTHER SHIP AND ANY ACT, NEGLECT OR DEFAULT OF THE MASTER, MARINER, PILOT OR THE SERVANTS OF THE CARRIER IN THE NAVIGATION OR IN THE MANAGEMENT OF THE VESSEL, THE OWNERS OF THE CARGO CARRIED HEREUNDER WILL INDEMNIFY THE CARRIER AGAINST ALL LOSS OR LIABILITY TO THE OTHER OR NON-CARRYING SHIP OR HER OWNERS IN SO FAR AS SUCH LOSS OR LIABILITY REPRESENTS LOSS OF, OR DAMAGE TO, OR ANY CLAIM WHATSOEVER OF THE OWNERS OF SAID CARGO, PAID OR PAYABLE BY THE OTHER OR NON-CARRYING SHIP OR HER OWNERS TO THE OWNERS OF SAID CARGO AND SET-OFF, RECOUPED OR RECOVERED BY THE OTHER OR NON-CARRYING SHIP OR HER OWNERS AS PART OF THEIR CLAIM AGAINST THE CARRYING VESSEL OR CARRIER. THE FOREGOING PROVISIONS SHALL ALSO APPLY WHERE THE OWNERS, OPERATORS OR THOSE IN CHARGE OF ANY SHIP OR SHIPS OR OBJECTS OTHER THAN, OR IN ADDITION TO, THE COLLIDING SHIPS OR OBJECTS ARE AT FAULT IN RESPECT OF A COLLISION OR CONTACT.

### **85. 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, BE MADE BY THE GOODS, SHIPPERS, CONSIGNEES OR OWNERS OF THE GOODS TO THE CARRIER BEFORE DELIVERY.

### **86. WAR RISKS CLAUSE FOR TIME CHARTERS, 2004 (CODE NAME: CONWARTIME 2004)**

(A) FOR THE PURPOSE OF THIS CLAUSE, THE WORDS:

(1) "OWNERS" SHALL INCLUDE THE SHIPOWNERS, BAREBOAT CHARTERERS, DISPONENT OWNERS, MANAGERS OR OTHER OPERATORS WHO ARE CHARGED WITH THE MANAGEMENT OF THE VESSEL, AND THE MASTER; AND





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(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 THEREFOR 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 PAID BY THE CHARTERER DIRECTLY.

(E) DELETED

(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;



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(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 OWNERS' 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.

### **87. U.S. ANTI DRUG ABUSE ACT 1986 CLAUSE FOR TIME CHARTERS**

(A) IN PURSUANCE OF THE PROVISIONS OF THE U.S. ANTI DRUG ABUSE ACT 1986, OR ANY RE-ENACTMENT THEREOF, THE CHARTERERS WARRANT TO EXERCISE THE HIGHEST DEGREE OF CARE AND DILIGENCE IN PREVENTING UNMANIFESTED NARCOTIC DRUGS AND MARIJUANA TO BE LOADED OR CONCEALED ON BOARD THE VESSEL.

NON-COMPLIANCE WITH THE PROVISIONS OF THIS CLAUSE SHALL AMOUNT TO BREACH OF WARRANTY FOR THE CONSEQUENCES OF WHICH THE CHARTERERS SHALL BE LIABLE AND

SHALL HOLD THE OWNERS, THE MASTER AND THE CREW OF THE VESSEL HARMLESS AND SHALL KEEP THEM INDEMNIFIED AGAINST ALL CLAIMS WHATSOEVER WHICH MAY ARISE AND BE MADE AGAINST THEM INDIVIDUALLY OR JOINTLY.

FURTHERMORE, ALL TIME LOST AND ALL EXPENSES INCURRED, INCLUDING FINES, AS A RESULT OF THE CHARTERERS' BREACH OF THE PROVISIONS OF THIS CLAUSE SHALL BE FOR THE CHARTERERS' ACCOUNT AND THE VESSEL SHALL REMAIN ON HIRE.

SHOULD THE VESSEL BE ARRESTED AS A RESULT OF THE CHARTERERS' NON-COMPLIANCE WITH THE PROVISIONS OF THIS CLAUSE, THE CHARTERERS SHALL AT THEIR EXPENSE 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.

THE OWNERS SHALL REMAIN RESPONSIBLE FOR ALL TIME LOST AND ALL EXPENSES INCURRED, INCLUDING FINES, IN THE EVENT THAT UNMANIFESTED NARCOTIC DRUGS AND MARIJUANA ARE FOUND IN THE POSSESSION OR EFFECTS OF THE VESSEL'S PERSONNEL.

(B) IN PURSUANCE OF THE PROVISIONS OF SUB-CLAUSE (A) ABOVE, THE OWNERS AND THE



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CHARTERERS WARRANT THAT THEY SHALL BOTH BECOME SIGNATORIES TO THE SEA CARRIER INITIATIVE AGREEMENT ON SIGNING THIS CHARTER PARTY OR ON DELIVERY OF THE VESSEL UNDER THIS CHARTER, WHICHEVER IS THE EARLIER, AND WILL SO REMAIN DURING THE CURRENCY OF THE CHARTER.

### **88. U.S. CUSTOMS ADVANCE NOTIFICATION / AMS CLAUSE FOR TIME CHARTER PARTIES**

(A) IF THE VESSEL LOADS OR CARRIES CARGO DESTINED FOR THE U.S OR PASSING THROUGH U.S. PORTS IN TRANSIT, THE CHARTERERS SHALL COMPLY WITH THE CURRENT U.S. 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 U.S. 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

(C) SHOULD SUCH FAILURE RESULT IN ANY DELAY THEN, NOTWITHSTANDING ANY PROVISION IN THIS CHARTER PARTY TO THE CONTRARY, THE VESSEL SHALL REMAIN ON HIRE.

(D) 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.

(E) THE ASSUMPTION OF THE ROLE OF CARRIER BY THE CHARTERERS PURSUANT TO THIS CLAUSE AND FOR THE PURPOSE OF THE U.S. 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.

### **89. U.S. TAX REFORM 1986 CLAUSE**

ANY U.S. GROSS TRANSPORTATION TAX AS ENACTED BY THE UNITED STATES PUBLIC LAW 99-514, (ALSO REFERRED TO AS THE U.S. TAX REFORM ACT OF 1986), INCLUDING LATER CHANGES OR AMENDMENTS, LEVIED ON INCOME ATTRIBUTABLE TO TRANSPORTATION UNDER THIS CHARTER PARTY WHICH BEGINS OR ENDS IN THE UNITED STATES, AND WHICH INCOME UNDER THE LAWS OF THE UNITED STATES IS TREATED AS U.S. SOURCE TRANSPORTATION GROSS INCOME, SHALL BE REIMBURSED BY THE CHARTERERS.

### **90. WOOD PACKING/DUNNAGE CLAUSE**

ALL WOOD PACKING MATERIAL AND DUNNAGE PROVIDED BY CHARTERERS AND OR THEIR AGENTS/SERVANTS TO BE IN CONFORMITY WITH APHIS/IPPC AND OTHER SIMILAR REGULATIONS. FOR CALLING USA, EFFECTIVE SEPTEMBER 16, 2005 ALL DUNNAGE (AND WOOD PACKAGING MATERIALS) MUST BE TREATED AGAINST BUGS, ETC. AND STAMPED WITH THE IPPC LOGO. DUNNAGE MISSING THIS STAMP WILL NOT BE PERMITTED ASHORE IN THE U.S. AND NEEDS TO BE RE-EXPORTED WITH THE VESSEL. CHARTERERS TO ENSURE THAT ALL WOOD PACKING AND/OR DUNNAGE SUPPLIED TO THE VESSEL ARE IN ACCORDANCE WITH U.S. RULES, FAILING WHICH ALL COSTS/CONSEQUENCES ARE FOR CHARTERERS TIME AND ACCOUNT.



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### **91. BIMCO CARRIAGE OF NUCLEAR MATERIALS CLAUSE**

NOTWITHSTANDING ANY PROVISION WHETHER WRITTEN OR PRINTED CONTAINED IN THIS CHARTER PARTY, IT IS AGREED THAT NUCLEAR FUELS OR RADIOACTIVE WASTE OR PRODUCTS ARE SPECIFICALLY EXCLUDED FROM THE CARGO PERMITTED TO BE LOADED OR CARRIED UNDER THIS CHARTER PARTY. THIS EXCLUSION DOES NOT APPLY TO RADIO ISOTOPES USED OR INTENDED TO BE USED FOR ANY INDUSTRIAL, COMMERCIAL, AGRICULTURAL, MEDICAL OR SCIENTIFIC PURPOSE, PROVIDED OWNERS' PRIOR APPROVAL HAS BEEN OBTAINED TO THE LOADING THEREOF.

WHENEVER UNDER THE TERMS OF THE CHARTER PARTY, OWNERS OR CHARTERERS COULD BE RESPONSIBLE FOR ANY EXTRA EXPENSES AND/OR CONSEQUENCES, SAME IS STRICTLY LIMITED TO DIRECTLY RESULTING PROVEN EXPENSES/CONSEQUENCES.

ANY LOSS OF PROFIT, COMMERCIAL LOSSES AND/OR CONSEQUENCES AND STORAGE/TRANSHIPMENT EXPENSES TO BE STRICTLY EXCLUDED FROM OWNER'S RESPONSIBILITY.

### **92. U.S. ADVANCED AUTOMATED MANIFEST FILING AND INTERNATIONAL CARRIERS BOND CLAUSE**

IN THE EVENT THAT THE CHARTERERS ORDER THE VESSEL TO TRADE TO US PORTS, OR TO ANY OTHER PORTS WHERE THE US REQUIREMENTS ARE ADOPTED OR APPLIED, THEN THE CHARTERERS SHALL INDEMNIFY THE OWNERS IN RESPECT OF ALL COSTS AND EXPENSES AND ALL LOSS OF TIME INCURRED BY THE OWNERS ARISING FROM THE REQUIREMENTS OF THE US BUREAU OF CUSTOMS AND BORDER PROTECTION FOR THE FILING OF AN AUTOMATED CARGO MANIFEST, THE PROCURING AND POSTING OF THE INTERNATIONAL CARRIER BOND. THE CHARTERERS SHALL REIMBURSE OWNERS ON FIRST DEMAND FOR THE COSTS INCURRED BY OWNERS IN PROVIDING THE INTERNATIONAL CARRIER BOND AND ANY REPLACEMENT OF INCREASED VALUE OF THE BOND WHICH MAY BE REQUIRED FROM TIME TO TIME.

INSOFAR AS THERE IS ANY LOSS OF TIME ARISING FROM THE IMPLEMENTATION, VERIFICATION OR CLARIFICATION OF THE VESSEL'S OR CARGO'S STATUS OR LOSS OF TIME CAUSED BY FAILURE OF THE CHARTERERS OR THE CARGO INTERESTS TO PROVIDE THE CUSTOMS AUTHORITIES WITH ADEQUATE INFORMATION TO SATISFY THE REQUIREMENTS OF THE US CUSTOMS, OR OTHER RELEVANT US AUTHORITIES PURSUANT TO THOSE REQUIREMENTS THEN THE VESSEL SHALL NOT, IN ANY CIRCUMSTANCES, BE OFF-HIRE.

### **93. BIMCO SANCTIONS CLAUSE**

(A) THE OWNERS SHALL NOT BE OBLIGED TO COMPLY WITH ANY ORDERS FOR THE EMPLOYMENT OF THE VESSEL IN ANY CARRIAGE, TRADE OR ON A VOYAGE WHICH, IN THE REASONABLE JUDGEMENT OF THE OWNERS, WILL EXPOSE THE VESSEL, OWNERS, MANAGERS, CREW, THE VESSEL'S INSURERS, OR THEIR RE-INSURERS, TO ANY SANCTION OR PROHIBITION IMPOSED BY ANY STATE, SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANISATION.

(B) IF THE VESSEL IS ALREADY PERFORMING AN EMPLOYMENT TO WHICH SUCH SANCTION OR PROHIBITION IS SUBSEQUENTLY APPLIED, THE OWNERS SHALL HAVE THE RIGHT TO REFUSE TO PROCEED WITH THE EMPLOYMENT AND THE CHARTERERS SHALL BE OBLIGED TO ISSUE ALTERNATIVE VOYAGE ORDERS WITHIN 48 HOURS OF RECEIPT OF OWNERS' NOTIFICATION OF THEIR REFUSAL TO PROCEED. IF THE CHARTERERS DO NOT ISSUE SUCH ALTERNATIVE VOYAGE ORDERS THE OWNERS MAY DISCHARGE ANY CARGO ALREADY LOADED AT ANY SAFE PORT (INCLUDING THE PORT OF LOADING). THE VESSEL TO REMAIN ON HIRE PENDING COMPLETION OF CHARTERERS' ALTERNATIVE VOYAGE ORDERS OR DELIVERY OF CARGO BY THE OWNERS AND CHARTERERS TO REMAIN RESPONSIBLE FOR ALL ADDITIONAL COSTS AND EXPENSES INCURRED IN CONNECTION WITH SUCH ORDERS/DELIVERY OF CARGO. IF IN COMPLIANCE WITH THIS SUB-CLAUSE (B) ANYTHING IS DONE OR NOT DONE, SUCH SHALL NOT



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BE DEEMED A DEVIATION.

(C) THE CHARTERERS SHALL INDEMNIFY THE OWNERS AGAINST ANY AND ALL CLAIMS WHATSOEVER BROUGHT BY THE OWNERS OF THE CARGO AND/OR THE HOLDERS OF BILLS OF LADING AND/OR SUB-CHARTERERS AGAINST THE OWNERS BY REASON OF THE OWNERS' COMPLIANCE WITH SUCH ALTERNATIVE VOYAGE ORDERS OR DELIVERY OF THE CARGO IN ACCORDANCE WITH SUB-CLAUSE (B).

(D) THE CHARTERERS SHALL PROCURE THAT THIS CLAUSE SHALL BE INCORPORATED INTO ALL SUB-CHARTERS AND BILLS OF LADING ISSUED PURSUANT TO THIS CHARTER PARTY.

### **94. BIMCO BUNKER QUALITY CONTROL CLAUSE FOR TIME CHARTERING**

1) THE CHARTERERS SHALL SUPPLY BUNKERS OF A QUALITY SUITABLE FOR BURNING IN THE VESSEL'S ENGINES AND AUXILIARIES AND WHICH CONFORM TO THE SPECIFICATION(S) MUTUALLY AGREED UNDER THIS CHARTER.

(2) AT THE TIME OF DELIVERY OF THE VESSEL THE OWNERS SHALL PLACE AT THE DISPOSAL OF THE CHARTERERS, THE BUNKER DELIVERY NOTE(S) AND ANY SAMPLES RELATING TO THE FUELS EXISTING ON BOARD.

(3) DURING THE CURRENCY OF THE CHARTER THE CHARTERERS SHALL ENSURE THAT BUNKER DELIVERY NOTES ARE PRESENTED TO THE VESSEL ON THE DELIVERY OF FUEL(S) AND THAT DURING BUNKERING REPRESENTATIVE SAMPLES OF THE FUEL(S) SUPPLIED SHALL BE TAKEN AT THE VESSEL'S BUNKERING MANIFOLD AND SEALED IN THE PRESENCE OF COMPETENT REPRESENTATIVES OF THE CHARTERERS AND THE VESSEL.

(4) THE FUEL SAMPLES SHALL BE RETAINED BY THE VESSEL FOR 90 (NINETY) DAYS AFTER THE DATE OF DELIVERY OR FOR WHATEVER PERIOD NECESSARY IN THE CASE OF A PRIOR DISPUTE AND ANY DISPUTE AS TO WHETHER THE BUNKER FUELS CONFORM TO THE AGREED SPECIFICATION(S) SHALL BE SETTLED BY ANALYSIS OF THE SAMPLE(S) BY DNV WHOSE FINDINGS SHALL BE CONCLUSIVE EVIDENCE AS TO CONFORMITY OR OTHERWISE WITH THE BUNKER FUELS SPECIFICATION(S).

(5) THE OWNERS RESERVE THEIR RIGHT TO MAKE A CLAIM AGAINST THE CHARTERERS FOR ANY DAMAGE TO THE MAIN ENGINES OR THE AUXILIARIES CAUSED BY THE USE OF UNSUITABLE FUELS OR FUELS NOT COMPLYING WITH THE AGREED SPECIFICATION(S). ADDITIONALLY, IF BUNKER FUELS SUPPLIED DO NOT CONFORM WITH THE MUTUALLY AGREED SPECIFICATION(S) OR OTHERWISE PROVE UNSUITABLE FOR BURNING IN THE SHIP'S ENGINES OR AUXILIARIES THE OWNERS SHALL NOT BE HELD RESPONSIBLE FOR ANY REDUCTION IN THE VESSEL'S SPEED PERFORMANCE AND/OR INCREASED BUNKER CONSUMPTION NOR FOR ANY TIME LOST AND ANY OTHER CONSEQUENCES

### **95. DESIGNATED ENTITIES CLAUSE**

(A) THE PROVISIONS OF THIS CLAUSE SHALL APPLY IN RELATION TO ANY SANCTION, PROHIBITION OR RESTRICTION IMPOSED ON ANY SPECIFIED PERSONS, ENTITIES OR BODIES INCLUDING THE DESIGNATION OF SPECIFIED VESSELS OR FLEETS UNDER UNITED NATIONS RESOLUTIONS OR TRADE OR ECONOMIC SANCTIONS, LAWS OR REGULATIONS OF THE EUROPEAN UNION OR THE UNITED STATES OF AMERICA.

(B) THE OWNERS AND THE CHARTERERS RESPECTIVELY WARRANT FOR THEMSELVES (AND IN THE CASE OF ANY SUBLET, THE CHARTERERS FURTHER WARRANT IN RESPECT OF ANY SUB-CHARTERERS, SHIPPERS, RECEIVERS, OR CARGO INTERESTS) THAT AT THE DATE OF THIS FIXTURE AND THROUGHOUT THE DURATION OF THIS CHARTER PARTY THEY ARE NOT SUBJECT TO ANY OF THE SANCTIONS, PROHIBITIONS, RESTRICTIONS OR DESIGNATION REFERRED TO IN



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SUB-CLAUSE (A) WHICH PROHIBIT OR RENDER UNLAWFUL ANY PERFORMANCE UNDER THIS CHARTER PARTY OR ANY SUBLET OR ANY BILLS OF LADING. THE OWNERS FURTHER WARRANT THAT THE NOMINATED VESSEL, OR ANY SUBSTITUTE, IS NOT A DESIGNATED VESSEL.

(C) IF AT ANY TIME DURING THE PERFORMANCE OF THIS CHARTER PARTY EITHER PARTY BECOMES AWARE THAT THE OTHER PARTY IS IN BREACH OF WARRANTY AS AFORESAID, THE PARTY NOT IN BREACH SHALL COMPLY WITH THE LAWS AND REGULATIONS OF ANY GOVERNMENT TO WHICH THAT PARTY OR THE VESSEL IS SUBJECT, AND FOLLOW ANY ORDERS OR DIRECTIONS WHICH MAY BE GIVEN BY ANYBODY ACTING WITH POWERS TO COMPEL COMPLIANCE, INCLUDING WHERE APPLICABLE THE OWNERS' FLAG STATE. IN THE ABSENCE OF ANY SUCH ORDERS, DIRECTIONS, LAWS OR REGULATIONS, THE PARTY NOT IN BREACH MAY, IN ITS OPTION, TERMINATE THE CHARTER PARTY FORTHWITH OR, IF CARGO IS ON BOARD, DIRECT THE VESSEL TO ANY SAFE PORT OF THAT PARTY'S CHOICE AND THERE DISCHARGE THE CARGO OR PART THEREOF.

(D) IF, IN COMPLIANCE WITH THE PROVISIONS OF THIS CLAUSE, ANYTHING IS DONE OR IS NOT DONE, SUCH SHALL NOT BE DEEMED A DEVIATION BUT SHALL BE CONSIDERED DUE FULFILMENT OF THIS CHARTER PARTY.

(E) NOTWITHSTANDING ANYTHING IN THIS CLAUSE TO THE CONTRARY, THE OWNERS OR THE CHARTERERS SHALL NOT BE REQUIRED TO DO ANYTHING WHICH CONSTITUTES A VIOLATION OF THE LAWS AND REGULATIONS OF ANY STATE TO WHICH EITHER OF THEM IS SUBJECT.

(F) THE OWNERS OR THE CHARTERERS SHALL BE LIABLE TO INDEMNIFY THE OTHER PARTY AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGE, COSTS AND FINES WHATSOEVER SUFFERED BY THE OTHER PARTY RESULTING FROM ANY BREACH OF WARRANTY AS AFORESAID.

(G) THE CHARTERERS SHALL PROCURE THAT THIS CLAUSE IS INCORPORATED INTO ALL SUB-CHARTERS, CONTRACTS OF CARRIAGE AND BILLS OF LADING ISSUED PURSUANT TO THIS CHARTER PARTY.

### **96. BIMCO SEAWORTHY TRIM CLAUSE**

CHARTERERS SHALL LEAVE THE VESSEL IN SEAWORTHY TRIM AND WITH CARGO ON BOARD SAFELY STOWED TO MASTER'S SATISFACTION BETWEEN LOADING BERTHS/PORTS AND BETWEEN DISCHARGING BERTHS/PORTS, RESPECTIVELY; ANY EXPENSES RESULTING THEREFROM SHALL BE FOR CHARTERERS' ACCOUNT AND ANY TIME USED SHALL COUNT.

### **97. BIMCO BULK CARRIER SAFETY CLAUSE**

(A) THE CHARTERERS SHALL INSTRUCT THE TERMINAL OPERATORS OR THEIR REPRESENTATIVES TO CO-OPERATE WITH THE MASTER IN COMPLETING THE IMO SHIP/SHORE SAFETY CHECKLIST AND SHALL ARRANGE ALL CARGO OPERATIONS STRICTLY IN ACCORDANCE WITH THE GUIDELINES SET OUT THEREIN.

(B) IN ADDITION TO THE ABOVE AND NOTWITHSTANDING ANY PROVISION IN THIS CHARTER PARTY IN RESPECT OF LOADING/DISCHARGING RATES, THE CHARTERERS SHALL INSTRUCT THE TERMINAL OPERATORS TO LOAD/DISCHARGE THE VESSEL IN ACCORDANCE WITH THE LOADING/DISCHARGING PLAN, WHICH SHALL BE APPROVED BY THE MASTER WITH DUE REGARD TO THE VESSEL'S DRAUGHT, TRIM, STABILITY, STRESS OR ANY OTHER FACTOR WHICH MAY AFFECT THE SAFETY OF THE VESSEL.

(C) AT ANY TIME DURING CARGO OPERATIONS THE MASTER MAY, IF HE DEEMS IT NECESSARY FOR REASONS OF SAFETY OF THE VESSEL, INSTRUCT THE TERMINAL OPERATORS OR THEIR REPRESENTATIVES TO SLOW DOWN OR STOP THE LOADING OR DISCHARGING.

(D) COMPLIANCE WITH THE PROVISIONS OF THIS CLAUSE SHALL NOT AFFECT THE COUNTING OF LAYTIME.



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### **98. PERIOD APPLICABLE CLAUSE**

SHOULD THE VESSEL AT THE EXPIRY OF THE DESCRIBED EMPLOYMENT PERIOD BE ON A BALLAST VOYAGE TO THE PLACE OF REDELIVERY OR ON A LADEN VOYAGE, REASONABLY EXPECTED TO BE COMPLETED WITHIN THE EMPLOYMENT PERIOD WHEN COMMENCED, THE CHARTERERS SHALL HAVE THE USE OF THE VESSEL ON THE SAME CONDITIONS AND AT THE SAME RATE OR THE PREVAILING MARKET RATE, WHICHEVER IS HIGHER, FOR ANY EXTENDED TIME AS MAY BE NECESSARY FOR THE COMPLETION OF THE LAST VOYAGE OF THE VESSEL TO THE PLACE OF REDELIVERY.

**99.** CHARTERERS WILL SEND A PROVISIONAL FINAL HIRE STATEMENT WITHIN A REASONABLE TIME AFTER REDELIVERY OF THE VESSEL AND ANY AMOUNTS MUTUALLY AGREED DUE TO OWNERS AS SHOWN THEREIN WILL BE REMITTED TO THEM.

**100.** CHARTERERS HAVE THE RIGHT TO CONSIGN THE VESSEL TO SAFE PLACES OR ANCHORAGE'S WHERE LIGHTENING OR TOPPING OFF CUSTOMARILY TAKES PLACE. OWNERS AGREE THAT THE VESSEL SHALL ENGAGE IN LIGHTENING OR TOPPING OFF OPERATIONS AT THE PLACES OR ANCHORAGE'S REFERRED TO. FENDERING OF THE VESSEL TO BE IN ACCORDANCE WITH MASTER'S REQUIREMENT AND TO BE SUPPLIED AND PAID FOR BY CHARTERERS. HOWEVER, ANY FENDERING EQUIPMENT ON BOARD TO BE AT THE DISPOSAL OF CHARTERER, FREE OF ACCOUNT.

**101.** PRIOR DELIVERY CHARTERERS HAVE THE RIGHT TO CABLE MASTER VOYAGE INSTRUCTIONS AND / OR CARGO INFORMATION WITHOUT PREJUDICE TO THE TERMS AND CONDITIONS OF THE PROSPECTIVE CHARTER OR ITS CANCELLATION PROVISIONS. SAME INSTRUCTION CAN BE GIVEN ONLY AFTER VESSEL IS FULLY FIXED AND C/P SIGNED.

**102.** CHARTERERS TO SUBMIT TO OWNERS NECESSARY VOUCHERS / PROOF OF PAYMENT WITH RELEVANT PARTY / AUTHORITY FOR SUPPLY OF BUNKER / PORT CHARGES / PILOT AGENTS FEES / CANAL USE ETC. WITHIN 90 DAYS OF RENDERING SERVICE TO CHARTERERS. ABOVE NEEDS TO ENSURE AVOID ANY COMPLICATIONS / DETENTION OF VESSEL BY CONCERNED PARTY FOR NON-PAYMENT OF THEIR DUES.

**103.** STEVEDORES, WHEN REQUIRED SHALL BE EMPLOYED AND PAID FOR BY CHARTERERS BUT PROPER STOWAGE ALWAYS TO BE DONE BY THE STEVEDORES AS PER MASTER INSTRUCTION, REQUIREMENT AND SATISFACTION. IT IS UNDERSTOOD THAT ALL TALLY IS TO BE FOR CHARTERERS ACCOUNT.

**104.** ANY EQUIPMENT INCLUDING DUNNAGE, LASHING AND SEPARATION MATERIAL PUT ON BOARD BY CHARTERERS TO REMAIN THEIR PROPERTY UNDER THEIR RISK AND RESPONSIBILITY. VESSEL WILL NOT BE RESPONSIBLE FOR ANY SHORTAGE / DAMAGE OF MATERIALS.

**105.** SHOULD THE VESSEL BE SEIZED OR DETAINED BY ANY AUTHORITY OR ARRESTED AT THE SUIT OF ANY PARTY HAVING OR PURPORTING TO HAVE A CLAIM AGAINST OR ANY INTEREST IN THE VESSEL HIRE SHALL NOT BE PAYABLE IN RESPECT OF ANY PERIOD DURING WHICH THE VESSEL IS NOT FULLY AT THE CHARTERERS USE AND ALL EXTRA EXPENSES WHICH PROVED BY CHARTERERS SHALL BE FOR OWNERS ACCOUNT, UNLESS SUCH SEIZURE OR DETENTION IS OCCASIONED BY ANY PERSONAL ACT OR OMISSION OR DEFAULT OF THE CHARTERERS OR THEIR AGENTS OR BY REASON OF CARGO CARRIED.

**106.** CHARTERER TO PAY ALL ADDITIONAL WAR RISK PREMIUMS AS RULES OF THE HULL & MACHINERY UNDERWRITER OF THE VESSEL FOR TRADING IN THE TERRITORIAL WATER OF ALL WAR RISK EXCLUSION ZONE TIME TO TIME AS DECLARED BY JOINT WAR COMMITTEE OF THE IUA AND LUA. ANY SUBSEQUENT AMENDMENTS, ALTERATION, INCLUSION, EXCLUSION THEREIN BY THE JOINT WAR COMMITTEE OF THE IUA AND LUA TO APPLY. OWNERS TO PAY SAME FIRST AND CHARTERERS TO REIMBURSE SAME TO THE OWNERS.

**107.** IF REQUIRED CHARTERERS / CHARTERER'S APPOINTED AGENT IN VARIOUS PORTS TO PROVIDE WITH DUE DILIGENCE AND INSTANTANEOUSLY SOME ESSENTIAL REPAIRS / SUPPLIES/ CERTIFICATIONS / LAUNDRY / MEDICAL SERVICES TO VESSEL UPON OWNERS REQUEST IN A MANNER SO THAT VESSEL'S NORMAL SCHEDULE IS NOT HAMPERED.

**108.** THE CHARTERERS SHALL FURNISH THE MASTER FROM TIME TO TIME WITH ALL REQUISITE INSTRUCTIONS INCLUDING SAILING DIRECTIONS, BERTHING, CARGO STOWAGE, LOADING, DISCHARGING IN WRITING, IN THE ENGLISH LANGUAGE. OWNERS / MASTER SHALL HAVE NO RESPONSIBILITY



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WHATSOEVER FOR ANY/ALL DISPUTES AND CONSEQUENCES THEREOF RESULTING FROM CHARTERER'S FAILURE TO PROVIDE NECESSARY INSTRUCTION TO MASTER IN WRITING AND ALL LIABILITIES, CONSEQUENTIAL LOSSES INCLUDING COMMERCIAL LOSSES, DETENTION, EXTRA EXPENSES RESULTING FROM CHARTERER'S SUCH FAILURE SHALL REST WITH CHARTERERS IN ITS ENTIRETY.

**109.** CHARTERERS SHALL REGULARLY KEEP OWNERS INFORMED OF VESSEL'S ITINERARY AND NEXT PORTS OF CALL AND AGENT'S DETAILS WELL IN ADVANCE IN A MANNER SO THAT OWNERS CAN PLAN SUPPLY OF NECESSARY ESSENTIAL STORES / SPARE PARTS / LUB OIL / CERTIFICATES AND OTHERS TO VESSEL.

**110.** OWNERS WILL NOT ACCEPT ANY CLAIM FROM CHARTERERS ON THE PLEAS OF SLOWNESS OF CARGO GEARS / DERRICKS /CRANES, AND CONSEQUENCES PROVIDED GEARS / DERRICKS / CRANES PERFORM AS PER DECLARED SPECIFICATION.

**111.** FOR LOADING OF BAGGED RICE AND AGRO PRODUCTS CHARTERER MUST DECLARE MOISTURE CONTENT OF THE RICE SUPPORTED BY A TEST RESULT FROM A REPUTED LABORATORY. MORE OVER MASTER RESERVES THE RIGHT TO COLLECT SAMPLES RANDOMLY FROM THE RICE, AGRO-PRODUCTS TO BE LOADED AND SEND IT FOR LABORATORY TEST TO DETERMINE THE PERCENTAGE OF MOISTURE CONTENT AT CHARTERER'S COST AND EXPENSES. MOISTURE CONTENT OF RICE AND AGRO PRODUCT IF FOUND TO BE ABOVE STANDARD PERMISSIBLE LEVEL THEN SAME TO BE INSERTED IN THE MATE RECEIPT AND BILLS OF LADING.

**112.** AT YEMEN & WEST AFRICAN PORTS, CHARTERERS ARE TO HANDLE ALL CARGO CLAIMS AT THE FIRST INSTANCE WHICH TO BE SETTLED WITH PRIOR APPROVAL OF OWNERS' P&I CLUB. CHARTERERS TO ADVISE OWNERS IMMEDIATELY ABOUT ANY MAJOR CARGO CLAIMS. CARGO CLAIMS TO BE ADJUSTED AS SETTLED IN ACCORDANCE WITH NEW YORK PRODUCE EXCHANGE INTERCLUB AGREEMENT AND AMENDMENTS THERETO. OTHER THAN ABOVE PORTS CARGO CLAIM AS BETWEEN THE OWNERS AND THE CHARTERERS SHALL BE SETTLED IN ACCORDANCE WITH THE INTER CLUB NEW YORK PRODUCE EXCHANGE AGREEMENT OF FEBRUARY 1970, AS AMENDED MAY, 1984, OR ANY SUBSEQUENT MODIFICATION OR REPLACEMENT THEREOF. NEITHER PARTY SHALL BETWEEN THEMSELVES REFER TO THE ONE YEAR TIME AS DEFENCE.

**113.** CHARTERERS TO TAKE OUT P&I COVER FOR TIME CHARTERER'S LIABILITIES INCLUDING TIME CHARTERERS' LIABILITY FOR DAMAGE TO HULL WITH INSTITUTE OF LONDON UNDERWRITER INSURANCE COMPANIES HAVING SNP RATING AT LEAST BBB+ OR EQUIVALENT AM BEST RATING. CHARTERERS SHALL BE BOUND TO DISCLOSE THEIR P&I COVERAGE INFORMATION ANY TIME AT OWNERS DEMAND.

**114.** NAME OF CHARTERER'S P & I CLUB TO BE ADVISED WHICH TO APPEAR IN THE C/P.

**115.** FOR ANY BREACH OF C/P IN RESPECT OF ISSUANCE OF BS/L, CHARTERER'S SHALL BE HELD SOLELY RESPONSIBLE FOR ALL CONSEQUENCES AND OWNERS/OWNER'S P&I CLUB SHALL NOT ENTERTAIN ANY CARGO CLAIM OF WHATSOEVER NATURE.

**116. LOADING OF BAGGED CARGO:** - CARGO TO BE LOADED AND STOWED AS PER MASTER'S SATISFACTION. WHILE LOADING BAGGED CARGO MASTER HAS THE RIGHT TO REJECT ANY DAMAGED / SHORTAGE / WET AND STAINED BAGS AND CHARTERER'S HAS TO REPLACE SAME WITH SOUND CARGO AND CHARTERERS TO PROVIDE ALL NECESSARY DUNNAGE MATERIALS OR KRAFT PAPER AS PER MASTER'S REQUIREMENT FOR PROPER STOWAGE".

**117.** SUB DETAILS NYPE 93 C/P WITH LOGICAL AMENDMENTS/ALTERATIONS.

END

GENERAL MANAGER

CHT & TRAMP

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## APPENDIX "A"

### DETAILS OF THE VESSEL:

#### GENERAL INFORMATION

NAME : M.V. BANGLAR SAMRIDDHI  
CALL SIGN : S2AI6  
OFFICIAL NUMBER : 282  
FLAG : BANGLADESH  
PORT OF REGISTRY : CHITTAGONG  
IMO NUMBER : 9793832  
BUILT : JIANGSU NEW YANGZI SHIPBUILDING CO. LTD  
BUILT YEAR : 2018  
CLASS : LR  
KEEL LAID : 21 DECEMBER 2015  
DATE OF LAUNCHING : 14 JUNE 2018  
GRAIN/BALE : 50,500 m<sup>3</sup>  
MMSI NO : 405000241  
INMARSAT ID : 440500436  
P&I CLUB : SKULD MUTUAL P&I ASSOCIATION (BERMUDA) LTD.  
OWNER : BANGLADESH SHIPPING CORPORATION  
OWNER ADDRESS : BSC BHABAN, SALTGOLA ROAD, CHATTAGRAM, BANGLADESH.  
L.O.A. : 180.00 M  
MOUL. BREADTH : 32.00 M  
MOUL. DRAFT (DESIGN) : 09.50 M  
L.B.P. : 177.00 M  
MOUL. DEPTH : 15.00 M  
DRAFT (SUMMER) : 10.50 M

#### LOADLINE PARTICULARS

THE EXACT TONNAGE SHALL BE ISSUED BY CLASS AFTER PRINCIPAL MEASUREMENT

DWT : 38894 MT  
G.R.T. : 25500 (APPROX.)  
N.R.T. : 13,060  
ACCOMODATION : 35 P (INCLUDING OWNER AND PILOT)  
LIFE BOAT CAPACITY : 42 P

#### CAPACITIES:

CARGO HOLD (GRAIN, INCLUDING HATCH COAMINGS) 50500 M<sup>3</sup>  
HEAVY FUEL OIL TANKS (100%) 750 M<sup>3</sup>  
LOW SULPHAR HEAVY FUEL OIL TANKS (100%) 750 M<sup>3</sup>  
DIESEL OIL TANKS (100%) 150 M<sup>3</sup>  
LOW SULPHAR DIESEL OIL TANKS (100%) 150 M<sup>3</sup>  
LOW SULPHAR CYLINDER OIL TANK 03 M<sup>3</sup>  
FRESH WATER TANKS (100%) 250 M<sup>3</sup>  
BALLAST WATER TANK (100%) 12400 M<sup>3</sup>

#### HATCH SIZE

HATCH	LENGTH	&	WIDTH	VOLUME (M <sup>3</sup> ) (100%)
NO. 01	9.6 M		21.0 M	
	6.4 M		21.0 / 16.20 M	8403.50
NO. 02	20.0 M		21.0 M	11230.10
NO. 03	20.0 M		21.0 M	10933.00
NO. 04	20.0 M		21.0 M	11232.00
NO. 05	20.0 M		21.0 M	9707.00

**WATER BALLAST**

F.P.TK	781.9 M <sup>3</sup>		NO. 05 WB TK (P)	1008.50 M <sup>3</sup>
NO. 01 WB TK (P)	1138.20 M <sup>3</sup>		NO. 02 WB TK (S)	1410.70 M <sup>3</sup>
NO. 04 WB TK (P)	988.40 M <sup>3</sup>		NO. 05 WB TK (S)	1008.50 M <sup>3</sup>
NO. 01 WB TK (S)	1138.20 M <sup>3</sup>		NO. 03 WB TK (P)	1409.90 M <sup>3</sup>
NO. 04 WB TK (S)	988.40 M <sup>3</sup>		NO. 03 WB TK (S)	1409.90 M <sup>3</sup>
NO. 02 WB TK (P)	1410.70 M <sup>3</sup>		A.P. TK	283.40 M <sup>3</sup>

**CARGO GEAR / CRANE (01 ∞ 04)**

NOS & TYPE FOUR (04), ELECTRO-HYDRAULIC SINGLE DECK CRANES

CAPACITY 30 T X 26 M X 3  
35 T X 26 M X 1 (NO. 03)

SLEWING ANGLE 360°

HOISTING SPEED 30 T X 20 M/MIN, 12 T X 42 M/MIN (APPROXI)

LOWERING SPEED 60 M/MIN (APPROXI)

LUFFING TIME 70 SEC (APPROXI)

WORKING RADIUS MAX. 26.00 M & MIN. 04.50 M

OPERATION ONE MAN OPERATION AT OPERATION CAB ON THE CRANE

**MACHINERY DETAILS**

MAIN ENGINE  
MAKER MAN B&W HUDDONG  
MODEL MAN 6S50MC-C, MARK 8.2, TIER – II  
TYPE TWO STROKE, SINGLE ACTING, MARINE  
DIESEL ENGINE, DIRECT REVERSIBLE  
POWER 6780 KW (SMCR)  
SPEED 14 KNOTS

**AUXILIARY ENGINE**

NOS 03 NOS  
MAKER DAIHATSU JAPAN  
TYPE 6DE-18, FOUR STROKE, SINGLE ACTING  
TRUNK PISTON  
POWER 750 KW, AC

**OTHERS****EMERGENCY GENERATOR**

MAKER CMXD-CUMMINS-CHINA, 01 NOS  
TYPE FOUR STROKE, SINGLE ACTING  
POWER 180 KW, AC 450 V

**COMPOSITE BOILER**

MAKER ALFA LAVAL, 01 NOS  
CAPACITY 1500 KG/H(OIL FIRED), 700KG/H (@CSR)  
PRESSURE 0.7 MPA (07 BAR)

**FUEL SPECIFICATION**

HFO – 180CST/50C [ISO 8217-2010 (RME),  
MGO-3CST/40C [ISO 8217-2010 (DMZ/DMA)].

**SPEED : 13.00 KNT (Approx ) BASIS BEAUFORT-2.**

**CONSUMPTION : AT SEA IFO 17MT + G.O. 3.5 MT, PORT G.O. 6.3 MT (WORKING) 2.7 MT (IDLE)**

NB: ABA-WG