

Draft Stem order (for advance information)

DATE :

REF. NO:

(RFX NO.)

TO : .

EMAIL : .

ATTN : .

FROM :MR. M T Dattashankar, G.M. (B&T- DD & RB)

DEAR SIR,

SUB : DRY-DOCKING AND REPAIRS OF SWARNA KALASH IFBR/ 2024-25

WE ARE PLEASED TO CONFIRM THAT THE CAPTIONED VESSEL IS FIRM STEMMED WITH YOU FOR DRY-DOCKING AND REPAIRS AT YOUR YARD ON THE FOLLOWING BASIS:

A. YOUR QUOTATION REF. NO. _____ DATED _____ (YR. RESPONSE NO. _____) FOR DRY DOCKING REPAIRS OF SUBJECT VESSEL AND YOUR FURTHER CONFIRMATION VIDE EMAIL DATED _____ REGARDING ACCEPTANCE OF SCI TENDER TERMS AND CONDITION.

B. TOTAL DISCOUNT OFFERED IS __ ON ALL GROSS QUOTED ITEMS AND ON ALL SIMILAR ADDITIONAL JOBS DERIVED DURING THE ACTUAL REPAIR PERIOD.

C. AS PER YOUR QUOTATION, ALL JOBS AS PER OUR REPAIR SPECIFICATIONS, INCLUDING STEEL RENEWAL / BLASTING AND PAINTING ETC. WOULD BE COMPLETED IN ___ DAYS (_____ CONTINUOUS RUNNING DAYS), INCLUDING OF ___ DAYS (___ DAYS) IN DRY-DOCK. TIME AND COST AS PER YOUR QUOTATION DATED _____ SHOULD BE STRICTLY ADHERED TO, AND UNDER NO CIRCUMSTANCES VESSEL SHOULD BE DELAYED BY LINKING THE SAME TO ANY OTHER PENDING ISSUE.

D. IN THE EVENT OF DELAY IN CARRYING OUT AND COMPLETION OF THE DRY-DOCKING AND REPAIR WORK OF THE VESSEL FOR ANY REASON WHATSOEVER (EXCEPT MAJOR ADDITIONAL JOBS NOTSPECIFIED),NO PAYMENT FOR GENERAL SERVICES CHARGES WILL BE MADE TO THE YARD FOR SUCH EXTRA PERIOD EQUAL TO THAT OF THE DELAY. ALSO THE G.O.P. OF THE VESSEL PER DAY, AND THE COST INCURRED FOR EXTENDED STAY OF OUR ATTENDING SUPERINTENDENT(S) WILL BE RECOVERED FROM THE YARD IN CONFORMITY WITH CLAUSE NO. 8.02 OF OUR TENDER TERMS AND CONDITIONS. THIS STIPULATION SHALL APPLY WITHOUT PREJUDICE TO ANY OTHER RIGHTS OF THE OWNER DUE TO SUCH DELAY. TERMS AND CONDITIONS AS INDICATED IN OUR TENDER ENQUIRY/EMAIL AND THIS EMAIL WILL PREVAIL OVER ANY TERMS AND CONDITIONS TO THE CONTRARY.

E. YARD SHOULD ENSURE THAT ACTUAL REPAIR COST AS PER YARD'S INVOICES SHOULD NOT EXCEED THE QUOTED COST ALTHOUGH THERE MAY BE SOME MINOR ADDITIONAL REPAIRS/CANCELLATIONS AND ADJUSTMENT OF WORK SCOPE, WHICH MAY BE CARRIED OUT AT THE YARD AS PER INSTRUCTIONS/APPROVAL OF OUR SUPERINTENDENT.

YARD IS ADVISED TO UPDATE AND PROVIDE/APPRaise US AND THE ATTENDING SUPERINTENDENTS THE REPAIR COST DURING VESSEL'S REPAIR AT THE YARD ON A WEEKLY BASIS. YARD SHOULD ALSO PROVIDE A CLOSER ESTIMATE OF TOTAL REPAIR COST TO THE ATTENDING SUPERINTENDENTS/OWNERS REPRESENTATIVE JUST BEFORE OR IMMEDIATELY AFTER THE VESSEL SAILS OUT FROM THE SHIPYARD.

IN THE EVENT YARD ANTICIPATES ACTUAL REPAIR COST TO EXCEED QUOTED COST, PARTICULARLY DUE TO UNDERTAKING OF MAJOR ADDITIONAL JOBS, (NOT SPECIFIED IN THE ORIGINAL REPAIR SPECIFICATIONS) SAME MAY KINDLY BE INTIMATED IMMEDIATELY TO SCI, MUMBAI FOR ATTENTION OF DIRECTOR WITH DETAILS OF EXTRA COST AS ESTIMATED BY THE YARD AS WELL AS EXTRA TIME, IF ANY, REQUIRED, FOR SUCH JOBS, UNDER ADVICE TO OUR SUPERINTENDENTS AT THE YARD.

WE FEEL DAY-TO-DAY MONITORING OF REPAIR COST/TIME OF THE VESSEL BY THE YARD WOULD BE USEFUL. MEANWHILE, PLEASE FORWARD TO US A DETAILED BAR CHART FOR CRITICAL/MAJOR JOBS IN SUPPORT OF YOUR QUOTED REPAIR TIME FOR OUR REFERENCE, ALONG WITH YOUR LETTER ACCEPTING THE STEMMING OF THE VESSEL.

F. ADDITIONAL / EXTRA JOBS : FOR ANY ADDITIONAL / EXTRA WORK WHICH MAY CROP UP DURING THE COURSE OF REPAIRS, YARD IS REQUIRED TO PROVIDE QUOTATION OF SAME TO THE ATTENDING SUPERINTENDENT. THE SAID ADDITIONAL / EXTRA JOB IS TO BE COMMENCED ONLY AGAINST THE DULY APPROVED QUOTATION BY THE SUPERINTENDENT. THE YARD MUST ATTACH THE QUOTATION APPROVED BY THE ATTENDING SUPERINTENDENT WHILE SUBMITTING THEIR INVOICE FOR SETTLEMENT.

PLEASE NOTE NO PAYMENT WILL BE MADE DUE TO FAILURE ON THE PART OF YARD TO ATTACH THE DULY APPROVED QUOTATION FOR ADDITIONAL / EXTRA WORK UNDERTAKEN BY THE YARD DURING VESSEL'S STAY AT THE SHIPYARD.

SIMILARLY, FOR ANY ADDITIONAL AND/OR EXTRA WORK AND/OR JOBS WHICH ARE NOT QUOTED IN THE QUOTATION BUT INDICATED IN THE REPAIR SPECIFICATIONS, WHICH MAY CROP UP DURING THE COURSE OF REPAIRS, YARD IS REQUIRED TO PROVIDE QUOTATION OF SAME TO THE ATTENDING SUPERINTENDENT. THE SAID ADDITIONAL AND/OR EXTRA JOBS AND/OR JOBS NOT QUOTED IN THE QUOTATION BUT INDICATED IN THE REPAIR SPECIFICATION ARE TO BE COMMENCED ONLY AGAINST APPROVED QUOTATION FROM THE ATTENDING SUPERINTENDENT. THE YARD MUST ATTACH THE QUOTATION APPROVED BY THE ATTENDING SUPERINTENDENT WHILE SUBMITTING THEIR INVOICE FOR SETTLEMENT. NO PAYMENT WILL BE MADE IN CASE YARD FAILS TO PROVIDE QUOTATION DULY APPROVED BY THE ATTENDING SUPERINTENDENT.

G. IF THE QUANTUM OF WORK ACTUALLY DONE IS DIFFERENT FROM THAT INDICATED IN A REPAIR SPECIFICATION, THE COST THAT WILL BE BILLED TO US SHOULD BE CORRESPONDINGLY PROPORTIONATE TO THE QUOTED PRICE. DURING SCRUTINY OF INVOICE IF LATER ON IT IS NOTICED THAT THE YARD HAS NOT BILLED AS PER THEIR QUOTED PRICE FOR THE ACTUAL WORK DONE FOR SIMILAR NATURE OF JOBS, THAN SCI RESERVES ITS RIGHT TO PAY FOR SUCH WORK DONE ONLY ON THE BASIS OF THE QUOTED PRICE AND NOT THE HIGHER PRICE CHARGED IF ANY IN ORDER TO AVOID INFLATION OF INVOICES

H. IN THE EVENT OF YARD'S INABILITY TO CARRY OUT ANY QUOTED JOBS, INCLUDING ARRANGEMENT OF SERVICE ENGINEERS, SUPPLY OF SPARES ETC., SCI RESERVES THE RIGHT TO RECOVER ALL SUCH COSTS INCURRED FOR MAKING ALL SUCH ALTERNATE ARRANGEMENTS, INCLUDING TRAVELLING COST OF SUCH PERSONNEL FROM THE YARD AT THE TIME OF SETTLEMENT OF THE INVOICES.

INVOICE FOR THIS VESSEL'S DRY DOCK/REPAIRS TO BE IN THE NAME OF OWNING COMPANY OF THIS VESSEL : **THE SHIPPING CORPORATION OF INDIA LTD.**

AFTER COMPLETING THE DRY-DOCK/REPAIRS OF SUBJECT VESSEL, ORIGINAL PHYSICAL INVOICE ALONG WITH ORIGINAL WORK DONE CERTIFICATES AND ALL OTHER SUPPORTING DOCUMENTS TO BE SUBMITTED AT FOLLOWING ADDRESS :

Mr. M.T. Dattashankar, GM (B&T-RB & DD),
THE SHIPPING CORPORATION OF INDIA LTD.,
SHIPPING HOUSE, 7TH FLOOR,
MADAME CAMA ROAD, NARIMAN POINT,
MUMBAI 400021, MAHARASHTRA,
INDIA.

J.FORCE MAJEURE:

IN THE EVENT YARD IS BEING RENDERED UNABLE BY FORCE MAJEURE TO PERFORM ANY OBLIGATION REQUIRED TO BE PERFORMED BY THE YARD UNDER THE CONTRACT, THE RELATIVE OBLIGATION OF THE YARD AFFECTED BY SUCH FORCE MAJEURE SHALL BE SUSPENDED FOR THE PERIOD DURING WHICH SUCH CAUSE LASTS. THE DECISION OF THE CORPORATION IN THIS REGARD WILL BE FINAL AND BINDING ON CONTRACTOR.

THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN, SHALL MEAN "ACT OF GOD, STRIKE, INSURRECTION, RIOTS, EPIDEMICS, LAND SLIDES, EARTH QUAKES, STORMS, LIGHTNING, FLOODS, WASHOUTS, CIVIL DISTURBANCES, EXPLOSIONS AND ANY OTHER SIMILAR EVENT NOT WITHIN THE CONTROL OF EITHER PARTY, AND WHICH, BY THE EXERCISE OF DUE DILIGENCE, NEITHER PARTY IS ABLE TO OVERCOME."

UPON THE OCCURRENCE OF SUCH CAUSE AND UPON ITS TERMINATION, THE YARD ALLEGING THAT IT HAS BEEN RENDERED UNABLE AS AFORESAID THEREBY, THEN THE YARD MUST IMMEDIATELY ADVISE THE SUPERINTENDENT IN WRITING GIVING FULL PARTICULARS OF THE EVENT, DULY CERTIFIED BY LOCAL CHAMBER OF COMMERCE OR STATUTORY AUTHORITIES, THE BEGINNING AND END OF SUCH CAUSES OF DELAY. FURTHER DURING STORMY WEATHER/STRONG WINDS WHERE CRANEAGE/DECK REPAIRS CANNOT BE DONE, FORCE MAJEURE WILL BE CONSIDERED ON SHIFT BASIS SUBJECT TO LOCAL WEATHER REPORTS DULY CERTIFIED BY THE ATTENDING SUPERINTENDENT.

DURING VERY HEAVY RAINS AT THE TIME WHEN THE VESSEL IS IN THE DRY-DOCK AND HULL CLEANING/PAINTING CANNOT BE CARRIED OUT, THE RESULTANT LOSS OF TIME CAN BE CONSIDERED UNDER FORCE MAJEURE, SUBJECT TO THE SAME BEING GIVEN IN WRITING TO THE SUPERINTENDENT DULY CERTIFIED BY THE LOCAL CHAMBER OF COMMERCE OR STATUTORY AUTHORITIES, THE BEGINNING AND END OF SUCH CAUSES OF DELAY.

TIME FOR PERFORMANCE OF THE RELATIVE OBLIGATION SUSPENDED BY FORCE MAJEURE SHALL STAND EXTENDED BY THE PERIOD DURING WHICH SUCH CAUSE LASTS.

K. A SAFE BERTH WOULD BE MADE AVAILABLE IMMEDIATELY ON VESSELS ARRIVAL AFTER BEING CERTIFIED GAS FREE.

L. VESSEL SHOULD BE BERTHED IN A POSITION WHERE THERE IS NO HINDRANCE FOR CARRYING OUT REPAIRS AND WITH AVAILABILITY OF CRANAGE WITH ADEQUATE REACH AND CAPACITY. ANY DELAY DUE TO NON AVAILABILITY OF PROPER BERTH AND DUE TO DOUBLE BANKING WOULD BE ON YARD'S ACCOUNT.

M. OWNER'S SUB CONTRACTOR ABIDING BY RULES AND REGULATIONS OF YOUR SHIPYARD SHOULD BE PERMITTED TO WORK ON BOARD.

N. WORK DONE CERTIFICATION BY VESSEL'S MASTER AND CHIEF ENGINEER OFFICER IS AN INTERNAL PROCEDURAL REQUIREMENT AND IS SUBJECT TO SCI MANAGEMENT'S ACCREDITATION.

O. YARD TO ENSURE THAT ALL REQUIRED MATERIAL, EQUIPMENT'S, TOOLS, ETC. ARE READILY AVAILABLE WITH AND ARRANGED BY, AS PER REPAIR SPECIFICATION, THE SHIPYARD TO ENSURE TIMELY COMPLETION.

P. SCI'S TERMS AND CONDITIONS AS ATTACHED WITH OUR ENQUIRY EMAIL DATED _____ WILL PREVAIL OVER ANY OTHER TERMS & CONDITIONS TO THE CONTRARY FOR THE SUBJECT VESSEL'S DRY-DOCKING/REPAIRS.

Q. IN CASE (i) PERFORMANCE OF THE YARD IS NOT SATISFACTORY (ii) YARD IS IN BREACH OF TERMS AND CONDITIONS OF THE STEM ORDER (iii) THE CONDUCT OF THE YARD IS UNDER SUSPICION OR THERE IS ANY ACTION BY THE YARD WHICH MAY RESULT IN DAMAGE TO THE BRAND IMAGE AND / OR RESULT INTO COMMERCIAL LOSS TO SCI, SCI MAY CONSIDER SUSPENSION OF BUSINESS DEALINGS WITH SUCH YARD WITH IMMEDIATE EFFECT. FOR CONTINUING FUTURE BUSINESS, AN INTERNAL INQUIRY WOULD BE INITIATED WHICH WOULD BE COMPLETED WITHIN ONE YEAR. THE ORDER OF SUSPENSION WOULD OPERATE TILL THE CONCLUSION OF THE INQUIRY. AFTER COMPLETION OF INQUIRY, IF THE FACTS & EVIDENCES WARRANT ANY PENAL ACTION AGAINST THE YARD, SAME WILL BE INITIATED BY THE CORPORATION OR SUSPENSION REVOKED, AS THE CASE MAY BE.

WE ARE ENDEAVORING TO PRESENT THE VESSEL AT YOUR YARD AROUND _____. **HOWEVER SHALL KEEP YOU UPDATED OF ANY CHANGE IN THE INDICATED SCHEDULE.** KINDLY ALLOCATE YARD RESOURCES/SPACE ACCORDINGLY TO AVOID DELAY TO VESSEL ON ARRIVAL.

ARBITRATION CLAUSE : (AS PER SCI TERMS AND CONDITIONS)

KINDLY CONFIRM ACCEPTANCE OF THIS STEM AND ALSO CONFIRM THAT YARD WILL BE ABLE TO ACCOMMODATE VESSEL IN YARD ON ARRIVAL AND COMPLETE ALL REPAIRS WITHIN QUOTED PERIOD OF ____ **CONTINUOUS RUNNING DAYS (INCLUDING _____ DAYS IN DRY-DOCK)..**



धन्यवाद व सादर सहित / Thanks & Best Regards

एम टी दत्ताशंकर / M T Dattashankar

महाप्रबंधक (आरबीएस/डीडी विभाग - बी एंड टी) / General Manager (RBS/DD Dept - B&T)

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