

**CHARTERING**

发给 chartering

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 CHARTER PARTY 2018.pdf (2 MB)

Dear all

Please find our requirement for shipment from Takoradi to **Qingdao,China or Qinzhou,China or Xingang (Tianjin), China or Huanghua China or major port China** under the transhipper operation.

**NB. An independent surveyor (usually appointed by the P & I club of the D/O) should be contracted by the D/O to carry out inspections of OGV mooring lines, holds, vessels structure prior berthing alongside Gdansk and also prior departure, after completion of cargo operation, to protect against potential claims for damages from the vessel's owner.**

**A. TIME FOR WAITING FOR QUARANTINE OR PILOT SERVICE DUE TO COVID-19 INCLUDING BUT NOT LIMITED TO ANY COUNTER MEASURES AND/OR FORMALITIES IMPOSED BY THE PORT, PILOTS AND/OR THEIR ASSOCIATION, CUSTOMS, QUARANTINE, AND/OR ANY OTHER AUTHORITATIVE BODIES AGAINST COVID-19 AND/OR RISKS THEREOF NOT TO COUNT AS LAYTIME EVEN IF ALREADY ON DEMURRAGE .**

**B. UNLESS AND UNTIL VESSEL IS EXEMPTED FROM LOCAL MANDATORY QUARANTINE OR THE QUARANTINE PERIOD HAS ENDED, THE VESSEL SHALL NOT BE DEEMED ANARRIVED SHIP AND ANY N.O.R. TENDERED SHALL BE INVALID.**

**RIDER CL54:** (...)Neither the vessel, her master or Owners, nor the Charterers shall, unless otherwise expressly provided in this Charter Party, be responsible for loss or damage to, or failure to supply, load, discharge or deliver the cargo resulting from, **and**

**Charterers shall not be liable for laytime or demurrage where delay results from:** Act of God, act of war, act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rules or people; embargoes; seizure under legal process, provided bond is promptly furnished to release vessel or cargo; floods; frosts; fogs; fires; **epidemics; quarantine** blockades; riots; insurrections; civil commotions; earthquakes; explosions; collisions; stranding and accidents of navigation; accidents at the mines or to machinery or to loading equipment; **any counter measures imposed by the authority and/or port operator against serious infectious disease (or any risks thereof) including but not limited to COVID-19**, or any other causes **whatsoever** beyond the Owners' ,Charterers', **Shippers' or Receivers'** control; always provided that such events directly affect the loading and/or discharging process of the vessel, and its performance under this Charter Party.

Please provide best offers for our consideration noting the below cut off time and including **Price/ETA/Uplift/LOA/IMO No.**

**Can try post panamax when suitable rate.**

Please also advise Max. PDA applicable. **(NB. Normally \$170k. Final PDA for settlement will include hire of standby tug, if necessary).**

Notification of vessel's readiness to load and/or discharge at the first or sole loading and/or discharging port, shall be delivered in writing or by cable/telex/fax/en  
**Notice of Readiness shall not be given, without Charterers' sanction, before the commencement of laydays.**

Care. NO HANJIN VESSELS.

<b>Charterer</b>	<b>Tianyuan Logistics Shipping(HK) Limited</b>
<b>Uplift:</b>	<b>Manganese Ore 105kmt +/- 10% MOLOO</b>
<b>Laycan:</b>	<b>17-22 June</b>
<b>Loadport:</b>	<b>1sa Takoradi, Ghana</b>
<b>Loadport Terms:</b>	<p>Owners to comply with schedule 2 (Operations) as attached and provide full details as per point 2.2.</p> <p>Restriction to Vessels:  Allowable dimensions of OG Vessels acceptable to load at the Transhipment vessel are as follows:</p> <ul style="list-style-type: none"> <li>• LOA 260 M max</li> <li>• Beam 45m</li> </ul>

Maximum height from waterline to top of railing at OG Vessel's side or top of hatch coaming: 14.00 meters.

The Transhipment Vessel can accommodate OG Vessel's (subject to ballast and Cargo quantity loaded) up to a maximum hatch coaming height of 15.5 metres.

Please advise mooring winch and windlass configuration.

**Load rate: 18,250tpd SSHINC**

Time for statutory pre-loading formalities e.g Customs, Immigration, Port Health and Draft Checks/Surveys etc not to count as laytime even if already on demurrage.

**Time for shifting from berth to berth not to count as laytime even if already on demurrage.**

Time not to count in adverse weather(including swell tide and current) even if already on demurrage.

Time for ballasting /deballasting not to count as laytime even if already on demurrage.

Passage time from pilot station or customary anchorage / waiting place to the berth shall not count even if already on demurrage.

Shipowner will appoint Supermaritime agency nominated at Takoradi by Seller. The Seller assumes no responsibility should the agents be unable to fulfil all or part of their obligations.

**Disport:**

1 safe port **2 safe berths** at Qingdao,China (Vessel may be required to lighter prior to moving to final berth) or 1 safe port 1 safe berth at Qinzhou,China or 1 safe port 1 safe berth at Xingang (Tianjin), China **or 1 safe port 1 safe berth at Huanghua China or 1 safe port 1 safe berth at major port China**

**Disport Terms:**

20,000mt pwwd SHINC / '12hrs tt – each port in China'

**QDA charges always for the owner's account..**

Laytime at all discharge port(s) is to commence 12 hours after Notice of Readiness "NOR" has been tendered. NOR can be tendered anytime, whether in port or not, whether in berth or not, whether customs cleared, whether in free pratique or not from pilot station or customary anchorage / waiting place.

Time spent for ballasting / de-ballasting, draft checking, statutory formalities like Customs, Immigration, Port Health, etc and Draft Survey shall not count as laytime even if already on demurrage.

Time not to count in adverse weather (**including tide,swell and current**) even if already on demurrage.

**Time for shifting from berth to berth not to count as laytime even if already on demurrage.**

Passage time from pilot station or customary anchorage / waiting place to the berth shall not count even if already on demurrage.

Charterer's nominated agent. (TBN)

<b>Named Tonnage:</b>	<p>Vsl required : - (See also Cl 38 of c/p and attached)</p> <ul style="list-style-type: none"> <li>- The Vessel shall have clear and unobstructed holds and shall be suitable for loading manganese ore in bulk.</li> </ul> <p>Vessels to be self-trimming, single deck bulk carriers, classed Lloyd's 100 A.1 or equivalent, fully suitable for the carriage of manganese ore in bulk. Vessels to have no centre line beams or bulkheads in any hold or hatchways. Vessels hatch covers and hatchways, if any, shall be removed at loading port at owner's expense. Vessels bulkheads not to be horizontally corrugated.</p> <ul style="list-style-type: none"> <li>- The Vessel must comply with Ghanaian local requirements as well as the requirements and regulations of the Transshipment Vessel.</li> </ul> <p>The Vessel must be classified by an IACS member. The Vessel must be minimum Rightship 3 star rated</p>
<b>Subjects:</b>	<p>Offers should be presented as and when available for charterers consideration</p> <p>Firm offers required no later than <b>2nd June 2200 Beijing Time.</b></p> <p>Owners to advise stowage plan and loading sequence on nomination of the vessel</p> <p>Otherwise as per charterer's proforma charter party attached. <b>(Delete "personal" in clause 52.)</b></p> <p>Charterers reserve the right to fix earlier should the right candidate be presented prior to the cut-off time.</p>

Bst rgds

Winters