

MORMUGAO PORT TRUST  
MARINE DEPARTMENT

Ref. No.: DC/G-46(P)/BUNKER SUPPLY/BARGES/2014/2326 Date: 18<sup>th</sup> Dec.,2014.

Sub: Supplying of bunker fuel i.e. LSHF HSD, Diesel Oil (White Oil) or furnace oil etc. to ships by barges at Mormugao Port Trust for a period of two years.

Sir,

Applications for License are invited from contractors experienced in operating bunker fuel barge i.e. LSHF HSD, Diesel Oil (White Oil) or furnace oil etc. for supplying bunker fuel to ships by barge/barges in Mormugao Port Trust. The applicant may opt to supply any type of bunkers mentioned above.

Enclosed please find herewith the following documents for further necessary action at your end:

- (1) List of Terms and Conditions
- (2) Form of Application
- (3) Form of Bank Guarantee

Thanking you,

Yours faithfully,

Sd/-  
(Capt. S. S. Tripathi)  
DY. CONSERVATOR

**FORM OF APPLICATION**

To,  
The Dy. Conservator,  
Mormugao Port Trust,  
Headland Sada, Mormugao,  
Goa-403 802

1. Name of the Applicant:
2. Address:
3. Telephone No.:
4. Email ID:
5. Fax No.:
6. Contact person's name:  
Mobile No.:
7. Details of Barge:
  - (i) Name of the barge:
  - (ii) Capacity(GRT) of the barge:
  - (iii) Validity of relevant certificates of barge:
  - (iv) Insurance from Date:..... till Date:.....
  - (iv) Insured amount:
8. Experience:
9. Payment Receipt/DD details of application fee(Rs. 1000/-)

I M/s. ....having read and clearly understood the content of instructions/conditions to the applicant, hereby offer to deploy a bunker barge/barges to supply bunker fuel as specified in conditions, in accepting this application.

We hereby agree subject to the conditions of license.

Signature of Applicant with Seal

Name:

Designation:

SEAL

“Annexure – I”.

**Terms and conditions for licensee of barge/barges for bunker supply at Mormugao Port Trust:**

- 1) The port intend to issue License to eligible operators to supply of commonly used bunker i.e. LSHF HSD, Diesel Oil (White Oil) or furnace oil etc. to Ships by deploying a bunker barge/barges to be operated within the limit of the Mormugao Port.
- 2) The Barge Operators who are interested in undertaking the services of providing bunker by barge to vessels at Mormugao Port shall apply to DC/MPT. On scrutiny of the applications, the barge operators will be permitted to provide the bunker by barge in Mormugao Port subject to the following terms and conditions.
- 3) Application should be submitted along with a fee of Rs. 1000/- by way of DD favoring FA&CAO, Mormugao Port Trust. Application received without application fee will be rejected outright.
- 4) The applicant shall submit Security Deposit (Refundable) amounting to Rs. 10,00,000/- (Rupees Ten Lakhs only) by way of D.D. of Nationalized Bank in favour of FA&CAO, Mormugao Port Trust or Bank Guarantee from a Nationalized Bank as per the enclosed format.
- 5) The Applicant shall own or have taken the barge/barges on lease/hire with valid lease/hire agreement to cover license period will be considered. Notarized copy of such agreement entered shall be submitted along with application.
- 6) The applicant shall have experience in operating bunker fuel barge/barges within a period of last 5 years. The applicant shall provide documentary proof for the same.
- 7) Copy of PAN Card.
- 8) Details and specification pertaining to the barge to be offered to supply LSHF HSD, Diesel Oil (White Oil) or furnace oil etc..
- 9) The applicant has to submit Solvency Certificate addressed to FA&CAO Mormugao Port Trust for Rs. 1.00 Crore (Rupees One Crore only) from any Schedule Bank.
- 10) The applicant has to submit organizational chart of the firm and details of

employees/staff engaged in the contract work.

- 11) Bunker Suppliers shall have a valid Bunker Supplier Registration Certificate (BSRC) issued by Directorate General of Shipping. Attention is also drawn to Merchant Shipping Notice No.3 of 2014 for compliance by bunker supplier.

**12) Other Requirements:**

- a) The barge shall be constructed under M.S. Act/ I.V. Act/ RSV Class Specifications.
- b) The barge shall be certified fit by MMD/DGS for storage and supply of petroleum products and classed accordingly.
- c) The barge shall have adequate safety equipments on board including oil spill equipment like chemical spray boom, oil dispersant chemical etc.,
- d) An attendant of the oil company supplying the bunkers shall be stationed alongside the flexible connecting pipe while bunkering is in process.
- e) A suitable gutter or other contrivance shall be placed under the connecting service pipe to prevent any oil from dripping on the port basin.
- f) The barge shall be safely manned and adequately insured against oil pollution liability, fire or any other accidents, including for wreck removal and third party damage.
- g) Deployment of barge and commencement of operation should be within 30 days from the issue of the license.
- h) Chairman may, at any time, suspend for such period as he may deem fit or cancel the license issued to the applicant for violation of any of the terms of this license or any of the reasons listed below, in which case the Security Deposit will be forfeited:-
  - (i) Misrepresentation of or mis-statement of material facts.
  - (ii) On the applicant being adjudged, insolvent or has gone into liquidation.
  - (iii) Any misconduct/illegal activities which in the opinion of the Chairman warrants such cancellation or suspension.
- i) The licensee needs to take permission from Harbour Master/Dy. Conservator prior to

supply of bunkers along with shipping bill of authorize bunker supply party .

- j) The applicant may opt for supply of bunker by one or more barges.
- k) The barge shall not operate outside the port limits of Mormugao during tenancy of permit for which this permission is granted, unless approved by the Mormugao Port Trust.
- l) Port will not guarantee the availability of a berth, but may accommodate the barge at any of its berths/breakwater, as and when it is possible to do.
- m) The vessel shall be classed with any of the recognized Classification Societies. Alternatively, for bunker barge, should have valid certificate of survey issued by Captain of Ports. Copies of Certificates shall be submitted.
- n) The crew of the barge shall be qualified and adequately trained in oil spill pollution prevention, fire fighting and for handling other emergencies.
- o) The Master of the vessel is to be posted only after he has been interviewed and briefed about safe procedures, by DC/HM.
- p) The barge shall keep continuous watch on VHF Ch. 16 and report all movements of the barge to the port Signal Station over working VHF channels of the port.
- q) The barge crew shall be screened by the operator from the Security angle and their antecedents shall be verified through the District Magistrate/Police before employing them on the barge. The operator shall ensure that the barge crew are familiar with the provisions of the ISPS Code and the operator shall comply with its provisions. The operator shall obtain "Conditions" from D. G. Shipping which are to be applicable for the barge to meet the requirements of ISPS Code.
- r) The operator shall obtain permission from the Customs Department for providing bunkering services. The operator shall also comply with the requirements of local authorities, if any.
- s) The operator shall submit the tonnage certificate of the vessel.
- t) The barge shall not be more than 20 years old as on commencement of work.

13. **Payment:**

The licensee shall pay the following charges to the Mormugao Port Trust:

- a) Monthly fee of Rs. 120/- per GT of the barge.
- b) Port dues and other vessel related charges/cargo related charges as per “Scale of Rates” as applicable.
- c) The licensee shall pay the revenue of Rs. 356/- (exclusive service tax) per metric ton of bunker supply to the ships. The contractor shall pay applicable service tax on all the amounts except interest payable to the port.
- d) The licensee is required to deposit estimated total revenue monthly fee and all other charges in advance for one month. The payment, balance/if any shall be made on a monthly basis. The licensee shall produce supporting documents for the quantity of bunker supply for the month i.e. shipping bill or BDN duly signed by Captain of Ship, bill copy, payment receipt are to be submitted to Dy. Conservator. This amount shall be paid by the 15<sup>th</sup> of every month for the amount due for the previous month. In the event of 15<sup>th</sup> of the month is port holiday the same shall be deposited on the next working day.
- e) If the payments are delayed interest shall be levied as per Scale of Rates and if it is more than 60 days the port may cancel the license and forfeit the Security Deposit/Encash the Bank Guarantee.

14. **Instructions:**

- (i) The joint survey will be carried out at Mormugao Port Trust before the barge is accepted for service. Port will not guarantee the availability of the berth.
- (ii) The licensee shall comply all statutory and labour laws for the time being in force.
- (iii) The Licensee shall have the EPF /ESIC Registration.
- (iv) The bunker supplier is required to comply with Govt. guidelines on the subject issue from time to time which will have precedence over any other conditions.
- (v) Dy. Conservator will have discretion to regulate or temporarily suspend movement of barges in the port interest.

15. **Validity:**

The license / permission to operate bunker barge shall have validity of two years from the date of issue. However, the permission to operate the barge shall be withdrawn at the discretion of Mormugao Port Trust by giving one months notice or without any notice on contravention of the above conditions or for any other unlawful activity. Further, suitable punitive action shall be taken for the same against the operator.

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## Annexure

### Form of Performance guarantee / Bank guarantee bond

In consideration of the Board of Trustees, Mormugao Port Trust, Goa (hereinafter called the "Board") having offered to accept the terms and conditions of the proposed agreement between ..... and .....(hereinafter called "the said licensee(s)" for the work of supplying of bunker fuel i.e. LSHF HSD, Diesel Oil (White Oil) or furnace oil etc. to ships by barges at Mormugao Port Trust for a period of two years. having agreed to production of an irrevocable Bank Guarantee for Rs.10.00 Lakhs (Rupees Ten Lakhs only) as a security/guarantee from the licensee for compliance of his obligations in accordance with the terms and conditions of the license.

1. We .....(hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) pay the Board an amount not exceeding Rs. 10.00 Lakhs (Rupees Ten Lakhs only) on demand by the "Board"
2. We .....do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the "Board" stating that the amount claimed is required to meet the recoveries due from the said licensee. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs, 10.00 Laksh (Rupees ten lakhs only).
3. We, the said Bank, further undertake to pay the "Board" any money so demanded notwithstanding any dispute or disputes raised by the licensee in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the licensee shall have no claim against us for making such payment.
4. We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the licensee, and it shall continue to be enforceable till all the dues of the licensee under or by virtue of the license have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the "Board", certifies that the terms and conditions of the license have been fully and properly carried out by the said licensee and accordingly discharges this guarantee.
5. We..... further agree with the "Board" that the "Board" (indicate the name of the Bank) shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the license or to extend time of performance by the said licensee from time or to postpone for any time or from time to time any of the powers exercisable by the "Board" against the said licensee and to forbear or enforce any of the terms and conditions relating to the license, and we shall license or for any forbearance, act of omission on the part of the "Board" or any indulgence by the "Board" to the said licensee or by any such matter or thing whatsoever which under the laws relating to sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the



Bank or the licensee.

7. We ..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the "Board" in writing.
8. This Guarantee shall be valid up to ..... unless extended on demand by the "Board". Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. 10.00 Lakhs (Rupees ten lakhs only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee al our liabilities under this Guarantee shall stand discharged.

Dated the ..... day of .....For.....

(Indicate the name of the Bank)

Signature

Name

Designation

Seal