

**National Centre for Polar & Ocean Research (NCPOR),  
Ministry of Earth Sciences, Govt. of India,  
Headland Sada, Vasco-da-Gama,  
Goa – 403 804 (India),  
Email. [anil@ncaor.gov.in](mailto:anil@ncaor.gov.in)  
Web: [www.ncaor.gov.in](http://www.ncaor.gov.in)  
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Tender No. NCPOR/OSG/19

**Notice of Global Tender for chartering Research Vessel**

Director, NCPOR invites sealed bids for time-charter of one Ice Class Vessel capable of independent navigation in broken Antarctic sea ice for Indian Southern Ocean Research Expedition for a period of 55 +/- 10 days. The interested parties can download the detailed tender document from [www.ncaor.gov.in](http://www.ncaor.gov.in); and Central Public Procurement Portal <http://eprocure.gov.in> websites and to be submitted before the last date 31st July 2019.

SD/-

For & behalf of Director, NCPOR.

## Tender Document & Notice Inviting of Global Tender

National Centre for Polar and Ocean Research (NCPOR)- {erstwhile National Centre for Antarctic and Ocean Research (NCAOR)}, an autonomous body under the Ministry of Earth Sciences (MoES) has been entrusted as the nodal organization for the implementation of various research activities in the Polar Regions. In order to understand the processes involved in modulating the climate variability in a regional as well as global scale and its implications on the living resources and biogeochemical cycles Indian Southern Ocean research program was initiated by the Ministry of Earth Sciences (MoES) in 2004 with NCPOR as the national nodal agency. The Indian Scientific Expeditions to Southern Ocean are being launched every year and the forthcoming Expedition is scheduled in the month of January 2020.

In order to undertake the said activities, NCPOR is planning to charter an ice class oceanographic research vessel. The vessel is required for logistic/scientific operations during the period to comply with the tasks assigned for the season 2020. The selected vessel will be made available with sufficiently experienced crew for ship's operation in polar icy waters, scientific operation and instruments/accessories/spares. The expedition will be from Port Louis to Port Louis (Mauritius). Further, option to extend the charter, for the same duration, for two subsequent seasons 2021 and 2022 at same rate and terms & conditions will be considered on mutual agreement.

Sealed tenders are invited in "Two Bid System" (Cover-I : Technical Bid and Cover-II : Financial Bid) for time charter of one Ice Class Vessel capable of independent navigation in broken Antarctic sea ice for Indian Southern Ocean Research Expedition for a period of 55 +/- 10 days at CHARTERERS's option for austral summer season i.e. between January and March 2020. The details of the tender are given below:-

1.	Tender No.	:	NCPOR/OSG/19
2.	Description	:	Time Charter of One 'Ice Class Research Vessel capable of independent navigation in broken Antarctic sea ice'. The vessel should be sea-worthy in all respects, suitably equipped with all the necessary scientific facilities/utilities for the proposed operations/work and sufficiently experienced crew and technical personnel for operations and maintenance during the voyage to Southern Ocean waters (Maximum up to 69 degrees South Latitude)
3.	Charter Period	:	For a period of 55 +/- 10 days commencing between 1 <sup>st</sup> and 10 <sup>th</sup> January 2020 from Port Louis to Port Louis [Mauritius]. For the option of extending the charter for subsequent season(s) a decision will be taken mutually after completing the first voyage during 2020 subject to satisfactory performance
4.	Delivery (Laycan) Period	:	Between 1 <sup>st</sup> and 10 <sup>th</sup> January 2020 for season 2020.
5.	Port of Delivery/Port of	:	Alongside berth at Port Louis, Mauritius.

	Re-delivery					
6.	Endurance	:	Minimum 65 days.			
7.	Area of operation	:	Indian Sector of Southern Ocean, between Latitude 40 degree to 69 degree South and Longitude 40 degree to 80 degree East.			
8.	Last date and time & place for submitting tender	:	31 <sup>st</sup> July , 2019, 14.00 hours IST at NCPOR, Headland Sada, Goa- 403 804.			
9.	Date and time of opening of bids	:	<table border="1"> <tr> <td>a) Technical Bid</td> <td rowspan="2">31<sup>st</sup> July 2019, 15.00 hours IST Shall be informed to the successful bidder.</td> </tr> <tr> <td>b) Financial bid (for Technically qualified bidders)</td> </tr> </table>	a) Technical Bid	31 <sup>st</sup> July 2019, 15.00 hours IST Shall be informed to the successful bidder.	b) Financial bid (for Technically qualified bidders)
a) Technical Bid	31 <sup>st</sup> July 2019, 15.00 hours IST Shall be informed to the successful bidder.					
b) Financial bid (for Technically qualified bidders)						
10.	Bid Bond/EMD from Scheduled Bank in India or Foreign Bank having branch in India	:	INRs 45,00,000/- (DD/FD/BG as per GFR 170 pg 49 etc) OR US \$ 65,000 in form of Bank Guarantee as per tender			
11.	Bid validity	:	90 days from the last date of submission of bid.			
12.	Bid Bond validity	:	150 days from the last date of submission of bid.			
13.	Delivery cum Performance Bank Guarantee (PBG) by the successful bidder only from Scheduled Bank in India or Foreign Bank having branch in India	:	<p>a. Amount- 10 % of contract value of one time charter season (2020). The contract value to be taken as Mobilization and De-Mobilization Charges + Day hire charges x 65 days + any other charges, excluding victualling and communication charges.</p> <p>b. PBG should be submitted by the successful bidder within 15 days of letter of intent.</p> <p>c. PBG validity should be 60 days beyond contract completion date i.e 12 March 2020 .</p> <p>d. If it is mutually agreed to exercise option for extending time charter for second/third season being 2021 and 2022, the ship OWNER/ contractor shall extend the validity of Performance Bank Guarantee for the succeeding seasons or shall submit a fresh performance bank guarantee 30 days before the expiry of the performance bank guarantee of the concluding seasons of 2020 and 2021.</p>			
14.	Correspondence Address	:	<b>Group Director (OSG)</b> <b>National Centre for Polar &amp; Ocean Research (NCPOR)</b> <b>Ministry of Earth Sciences, Govt. of India</b>			

		<b>Headland Sada, Vasco-da-Gama, Goa – 403 804. (India). Email. <a href="mailto:anil@ncaor.gov.in">anil@ncaor.gov.in</a>  Phone: +91 832 2525513/512 Fax : +91 832 2520877</b>
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The tender will be governed as per the enclosed instructions to bidders – Annexure II and terms and conditions of model charter party annexed as part of this tender.

Bidders are advised to submit the bid complete in all respects as per requirement of tender document clearly specifying their acceptance to all the clauses of bid evaluation criteria, terms & conditions of model charter party and compliance to the technical specification, mandatory requirement etc; for the vessel offered by them.

**Group Director (OSG)  
National Centre for Polar & Ocean Research**

**SPECIFICATIONS, CRITERIA, TERMS & CONDITIONS, MODEL CHARTER  
PARTY AND OPERATIONAL REQUIREMENT FOR ICE CLASS VESSEL  
CAPABLE OF INDEPENDENT NAVIGATION IN BROKEN ANTARCTIC SEA ICE  
FOR INDIAN SOUTHERN OCEAN RESEARCH EXPEDITION FOR A PERIOD OF  
(55 +/- 10 days, SEASON 2020 and with options for chartering during 2021 and 2022)**

**LIST OF ANNEXURES**

I.	Instructions to Bidders and Terms and Conditions of the Tender	Page: 6
II.	Technical Bid Evaluation Criteria	Page: 13
III.	Document/Acceptance/Undertaking For Compliance of Techno-commercial Bid evaluation criteria	Page: 26
IV.	Financial bid Format	Page: 28
V.	Tender Acceptance Form	Page: 29
VI.	Details of offered vessel and Bidder	Page: 31
VII.	Format of Bank Guarantee towards Bid Bond	Page: 34
VIII.	Format for Bank Guarantee for Delivery cum Performance Bond	Page: 37
IX.	Pre-contract Integrity Pact	Page-40
X.	Model Charter Party Agreement	Page:49

**INSTRUCTIONS TO BIDDERS AND TERMS & CONDITIONS OF THE TENDER**

1. Kindly go through the enclosed Notice Inviting Tender (NIT), Bid Evaluation Criteria and other details before submission of bids.
2. Ensure that all documents including the supporting technical literature of the Vessel offered are submitted in English language. If original documents are in any other language then the certified English translations to be provided
3. Model Charter Party Agreement given in this tender shall form part of terms and conditions of the tender
4. Ensure that the bids are submitted under the “*Two Bid System*” (Cover-I: Technical Bid and Cover-II: Financial Bid) failing which offer will be rejected.

**4.1 Technical bid- Envelop/ Cover-1** should contain following

- 4.1.1 Tender Acceptance Form as per Annexure-V duly endorsed in acceptance.
- 4.1.2 Compliance Statement duly endorsed in acceptance as per Annexure –III.
- 4.1.3 Details of offered Vessel as per Annexure-VI
- 4.1.4 Bid Bond of requisite value and validity as per Annexure-VII
- 4.1.5 Any other technical information and documents considered necessary for compliance as at Annexure-III.
- 4.1.6 The unpriced financial bid copy indicating all contents excluding price to be enclosed. If unpriced financial bid format contains prices, then the bid will be rejected.
- 4.1.7 Pre contract Integrity Pact as per Annexure IX.

**4.2 Financial Bid – Envelop/ Cover-2** should contain following

- 4.2.1 Duly filled in (Typewritten or printed in ink and also indicating currency of quote whether Indian Rupees,USD or EUROS FINANCIAL BID FORMAT Annexure- IV with authorized signatures and stamp strictly as per format without any alterations or inserting any conditions.
- 4.2.2 Payment to foreign vendors would be made in quoted currency as per tender. However, in case of any sanctions on any specific currency transactions by any country or by

UN/EU/OFAC etc which may cause delay / blockage / rejection etc, a suitable alternate currency as mutually agreed will be used for the fund transactions. The bidders may consider such sanctions while submitting the bid.

5. **Technical and Financial bids** to be submitted to this Centre under separate sealed covers super-scribed “**TECHNICAL BID**” and **FINANCIAL BID** respectively and both should be submitted in one single sealed cover super-scribed as “**OFFER FOR TIME CHARTER OF ICE CLASS VESSEL FOR THE INDIAN SCIENTIFIC EXPEDITION TO SOUTHERN OCEAN**” not later than 15:00 IST, on 31<sup>st</sup> July 2019 to be dropped in the designated tender box on the following address

**The Group Director, Ocean Science Group (OSG),  
National Centre for Polar & Ocean Research,  
Ministry of Earth Sciences, Govt. of India,  
Headland Sada, Vasco da Gama, Goa – 403804, INDIA.**

6. Ensure that your bid reaches NCPOR, Goa before last date and time for submitting tender. The bids received after the closing date and time of the tender will not be considered.
7. Ensure that each page of the tender document are signed by the Bidder and returned in original to this office along with the bid.
8. The complete bid including the prices must be type written or printed in Ink. Bids written in pencil will be rejected.
9. Currency of quote in Indian Rupees for Indian Bidders OR in case of foreign bidders in USD or EUROS should be indicated on the quoted financial bid format (Annexure-VIII) else the quotation will be rejected. Currency once quoted will not be allowed to change. The Contract Agreement shall be entered in the currency of quote.
10. Bid Bond shall be forfeited in the following events:-
  - a). If the offer is withdrawn during the validity period or any extension thereof.
  - b). If the offer is altered or modified in a manner not acceptable to NCPOR during the validity period or during any extension of the validity period duly agreed by the Bidder or after issue of Letter of Intent (LOI) by the NCPOR.
  - c). If a bidder whose tender has been accepted fails to accept the LOI issued by NCPOR during the bid validity period.
  - d). If a bidder whose tender has been accepted fails to furnish Delivery cum Performance Bank Guarantee within time limit as stipulated in this tender.
  - e). If a bidder fails to honour any of his offers in the bid and any condition of the tender.

11. Bid Bond of unsuccessful bidders will be returned after finalization of the tender. Bid Bond of successful bidder will be returned on receipt of Delivery cum Performance Bank Guarantee.
12. In case, clarifications if any, are sought by NCPOR after opening of tenders, the reply of the bidder should be restricted only to the clarifications sought.
13. Offer(s) to be dropped in box to be placed in NCPOR or may be sent by post or courier. However, NCPOR will not be responsible for delay, loss or non-receipt of application or Tender Document sent by post/courier and will not entertain any correspondence in this regard. Tenders by Fax/E-mail will not be accepted.
14. NCPOR reserves the right to reject any or all Tenders without assigning any reasons thereof.
15. In case the bidder is not the OWNER of the vessel and agents or authorized representative are bidding than the bidder should provide a letter from OWNERS authorizing them to bid on their behalf.
16. The model charter party agreement (Annexure X) clauses shall form and part of this tender document.
17. The BG for Bid Bond or EMD & BG for Delivery cum Performance Bank Guarantee (BG) should be provided from Scheduled Bank in India or Foreign Bank having branch in India. Bank Guarantee (BG) shall be issued by the issuing bank to the swift account of the CHARTERER (NCPOR) in CHARTERER's bank as per the details below and swift message copy to this effect to be provided to NCPOR in time. All BG charges including the BG handling charges at CHARTERER's bank State Bank of India, Vasco-da-Gama shall be paid by issuing bank.

	Name of the Beneficiary	<b>National Centre for Polar &amp; Ocean Research [NCPOR]</b>
1	Name & Address	State Bank of India, Commercial Branch Shree Vidyadiraj Bhavan, Francisco Luis Gomes Road, Vasco-Da-Gama Goa – 403 802, India
2.	Bank Account Number	37629466168
3.	Bank Account Type	Saving Account
4.	Bank Branch Code	04116
5.	IFS Code	SBIN0004116
6	MICR No	403002047
7	SWIFT CODE	SBININBB229
8	PAN No	AACFN4991P
9	TAN No	BLRN01981A



Indian banks at their option may issue original BG on stamp paper in place of SWIFT option.

18. The EMD amount in currency will also be accepted by enclosing the following along with technical bid.

18.1. EMD transferred SWIFT code message and while transferring narration should be SOSHIPEMD.....(bidder name)

18.2. Undertaking in the following format with seal & signature of the bidder.

18.3. Transaction / bank charges should be added to the EMD amount before remittance, Final receipt at NCPOR account should not be less than the EMD amount sought in this tender

Undertaking by the Bidder

I/We the bidder M/s .....is undertake that while remitting EMD in against the tender No.....,all the bank charges and loss in foreign exchange during the time of crediting the amount to NCPOR account as well as while refunding the amount by NCPOR to beneficiary account in foreign currency will be borne by bidder. Accordingly, I/We accept that NCPOR shall refund net EMD amount after deducting all estimated bank charges and estimated loss in foreign exchange involved to the bidder account including the cushion for fluctuations in exchange rates and without interest.

The NCPOR Bank account to transfer the EMD in currency is as follows.

	Name of the Beneficiary	National Centre For Polar & Ocean Research (NCPOR)
1	Bank Account Number	37629466168
2	Nature of Bank Account	Saving Account
3	Name of Bank	State Bank of India
4	Name and address of Bank Branch	State Bank of India Commercial Branch, Shree Vidyadiraj Bhavan, Francisco Luis Gomes Road, Vasco-Da-Gama, Goa-403802.
5	Bank Branch Code	04116
6	IFS Code	SBIN0004116
7	SWIFT CODE	SBININBB229

While making the tender fee payment through wire transfer should state remittance information narrative:

SOSHIP.....(fill tenderer name in full) and the swift message of transfer to be enclosed with technical bid (cover I), failing which tender will not be considered.

19. If any bidder prefers to deposit the EMD / Performance bond amount directly in the NCPOR's bank, following are the details of bank account of NCPOR. It may be noted that NCPOR will refund the same as per tender terms in the currency of quote without any interest and only the amount credited at the time of bid submission in our account in Indian Rupees. Estimated bank transaction charges and cushion for FOREX rate fluctuations etc would be deducted before refund.

	Name of the Beneficiary	<b>National Centre for &amp; Ocean Research [NCPOR]</b>
1	Name & Address	State Bank of India, Commercial Branch Shree Vidyadiraj Bhavan, Francisco Luis Gomes Road, Vasco-Da-Gama Goa – 403 802, India
2.	Bank Account Number	37629466168
3.	Bank Account Type	Saving Account
4.	Bank Branch Code	04116
5.	IFS Code	SBIN0004116
6	MICR No	403002047
7	SWIFT CODE	SBININBB229
8	PAN No	AACFN4991P
9	TAN No	BLRN01981A

20. The CHARTERERS to pay as hire **in quoted currency INR/USD/EUROs .....** [US Dollars/EUROs ..... only] per day, all inclusive of overtime of the vessel's Officers and Crew and the cost of lubricants, pro rata one minute for part of the day. The charter hire is payable commencing in accordance with date of delivery, until the Vessel's re-delivery to the OWNERS.

#### PAYMENT TERMS AS FOLLOWS

- a. **1<sup>st</sup> Installment:** 50% of the total mobilization and demobilization charges shall be paid within 15 days of delivery of vessel to CHARTERERS at a berth in Port Louis, Mauritius and submission of invoice in original in order.
- b. **2<sup>nd</sup> Installment:** OWNER will submit proforma invoice in order for an amount equivalent to 15 days of Charter hire charges on pro-rata one minute basis starting from date of delivery of vessel. Charterer shall pay this amount on completion of 15 days of taking over the vessel. Payment will be made within next 3 working days.
- c. **3<sup>rd</sup> Installment:** OWNER will submit proforma invoice in order for an amount equivalent to 15 days of Charter hire charges on pro-rata one minute basis on 16<sup>th</sup> day. Charterer shall pay this amount on completion of 30 days of taking over the vessel. Payment will be made within next 3 working days.

- d. **4<sup>th</sup> Installment:** OWNER will submit proforma invoice in order for an amount equivalent to 15 days of Charter hire charges on pro-rata one minute basis on 31<sup>st</sup> day. Charterer shall pay this amount on completion of 45 days of taking over the vessel. Payment will be made within next 3 working days.
- e. **5<sup>th</sup> Installment:** OWNER will submit invoice for charter hire charges for the number of days from 46<sup>th</sup> day of taking over the vessel to the date of redelivery of the vessel on pro-rata one minute basis. Charterer shall make the payment within five working days on receipt of OWNER invoice in order.
- f. **6<sup>th</sup> Installment:** OWNER will submit invoice for Balance 50% of the total mobilization and demobilization charges after redelivery of the vessel. The payment will be made by Charterer within 15 days from the date of receipt of invoice in order subject to the satisfactory performance of the vessel.
- g. **Victualling charges:** Victualling charges shall be paid monthly within 15 days of submission of original invoice in order along with supporting documents duly authenticate by Master of Vessel and Chief Scientist/CHARTERERS representative.
- h. **Communication Charges:** Communication charges only for CHARTERERS usage shall be payable as per actual along with supporting documents in the form of telephone/data usage bill in original in English Language and duly authenticated by Master of Vessel and Leader of the Expedition /CHARTERERS Representative within 15 days of submission of invoice in original, along with final charter hire invoice in order.
- i. **Bunkers on Delivery:** The cost of available bunkers onboard vessel at the time of delivery shall be paid to OWNERS by CHARTERERS on the basis of On-hire Joint Bunker Survey, at the prevailing rate at which bunkers have been procured by the CHARTERERS before commencement of Voyage. The payment shall be made within 15 days of vessel delivery and submission of invoice in original and in order.
- j. **Bunkers on Re-Delivery:** The cost of available bunkers onboard vessel at the time of re-delivery on the basis of Off-hire Joint Bunker Survey shall be deducted from De-mobilization charges and/or last charter hire due to OWNERS at the prevailing rate at which bunkers have been procured by the CHARTERERS before commencement of Voyage or subsequent bunkering if any. The any remaining payment shall be made within 15 days of submission of invoice in original by the OWNERS.
- k. **Bunker and condition survey expenses:** The survey expenses to be shared equally by the CHARTERERS and the OWNERS. The 50% of both the survey expenses will be deducted from the last payment due to the OWNER by the CHARTERERS.

1. **Brokerage Commission (If any) to Agent:** In case of an Indian Nominated Agent, commission (not more than 1.25%) as agreed between the OWNERS and the Agent shall be deducted from the mob-demob charges and charter hire by the CHARTERERS and paid to the Agent directly in equivalent Indian Rupees within 15 days of submission of invoice in original by the concerned Agent.
  - m. For international transfers of funds towards the payments by the NCPOR to the OWNERS, the bank charges that would be applicable within India would be borne by the NCPOR and any charges that would be applicable outside India would be borne by the OWNERS.
21. Tender document is to be downloaded from NCPOR website ([www.ncaor.gov.in](http://www.ncaor.gov.in) & <https://eprocure.gov.in/cppp/>) and submitted in the prescribed format.

**TECHNICAL BID EVALUTION CRITERIA**

TECHNICAL CRITERIA for the vessel:

1. CLASS OF THE VESSEL:

**Ice Class vessel (PC7 and above or equivalents):** The vessel should be sea-worthy in all respects, suitably equipped with all the necessary facilities/utilities for voyage and capable of independent navigation in broken Antarctic sea ice. Adequate documents to substantiate this clause should be attached as appendix I of bid.

2. CHARTER PERIOD:

The Charter period for an **Ice Class Vessel capable of independent navigation** in broken Antarctic sea ice for Indian Southern Ocean Research Expedition for a period of 55 +/- 10 days for season 2020 and option for subsequent seasons (2021 and 2022) from Port Louis to Port Louis [Mauritius]. Acceptance to this should be provided as appendix II of bid.

3. SEAWORTHINESS OF THE VESSEL:

**Ice Class Vessel capable of independent navigation** in broken Antarctic sea ice for Indian Southern Ocean Research Expedition for a period of 55 +/- 10 days should be sea-worthy in all respects and suitably equipped with all the necessary facilities/utilities for voyage and operations. All the statutory certified certificates, including but not limited to the following, should be enclosed (English language / Translated to English language duly certified)

- a. Classification Certificate.
- b. International load line certificate.
- c. Safety Radio Certificate.
- d. Compliance Certificate to carry Hazardous cargo.
- e. SM safety Management Certificate.
- f. International Oil Pollution Prevention Certificate.
- g. Compliance Certificate of Sewage Pollution prevention.
- h. International Tonnage Certificate.

The vessel should hold all mandatory valid certificates required for operation in the Antarctic waters at the time of presenting it, in sea-worthy condition to CHARTERERS at the Port of delivery. Validity of certificates should be up to 31<sup>st</sup> March 2020 and to be provided atleast 20 days before the delivery date. Adequate documents to substantiate this clause should be attached as appendix III of bid.

4. ENDURANCE:

Ice Class Vessel capable of independent navigation in broken Antarctic sea ice for Indian Southern Ocean Research Expedition for a period of 55 +/- 10 days should

have an **endurance of minimum sixty five days** The offered vessel should have sufficient bunkering facility to store fuels for its own consumption for a minimum period of **sixty five days**. Adequate documents to substantiate this clause should be enclosed as appendix IV.

#### 5. ACCOMODATIONS AND ACCESS TO OTHER AREAS

The offered vessel should have fully air-conditioned accommodation for at least 40 persons of CHARTERERS with W/C and bath facility, besides the requirement of vessel crew and officers. There should be adequate bath and toilet facilities for charter personnel. Each cabin should have a working table, chairs and sufficient space for members to keep Antarctic winter clothing and their daily utility items. Each cabin should also have electrical points to operate electrical gadgets (running of 220 volts). All above facilities should be made available before delivery of the vessel.

The whole reach and burden of the vessel as available on-board workshops, Radio rooms, cabins for CHARTERERS personnel and spaces required for scientific exploration, experiments and Research work, lawful deck capacity to be at the disposal of CHARTERERS. Acceptance to this should be provided as appendix V of the bid.

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#### 6. CRANES & WINCHES:

The offered vessel should have suitable cranes / handling machinery to handle load of minimum 5T for loading/offloading and handling equipments on deck. The vessel should have a deep sea winch with rope (8,000m, 14mm diameter or above single cable, with minimum capacity of 5T load) and a conductor (CTD) winch with 7000m (12mm) length cable. A spare spool of same length CTD approx. 12mm coaxial cable should be available onboard. All essential spares for the winches should be available onboard.

Onboard for NCPOR's critical operational requirements at sea are 6000m CTD operations (with 24 nos water samplers rosette and Multi Plankton Net operations, the bidder should provide operational plan for each of these above NCPOR operations and the usage of the machinery available onboard the proposed vessel).

Deep sea winch should be capable for operating 6m gravity corer to collect sediment core samples as well as mooring operations.

Adequate documents illustrating the deployment of the CTD and gravity corer should be enclosed as appendix VI of bid. The evaluation will be done based on the suitability of available handling machinery.

#### 7. EQUIPMENTS AND LAB FACILITIES:

A. The offered vessel should have sufficient open deck space in the aft to accommodate 6 numbers of TEU (20L x 8W x 8H) feet containers & adequate space for operating the scientific equipments for oceanographic research. Adequate documents to substantiate and indicating the space offered to fulfill this clause should be enclosed as appendix VII of bid.

B. Requirement of equipments onboard-The offered vessel should also have all standard scientific equipments in operational state/condition should be available with technical staff for operation and maintenance of the following equipment/ machinery.

## TECHNICAL REQUIREMENTS OF NCPOR:

### Instruments

Sl No.	Operation	Instruments		Desk space/ Support / manpower
		NCPOR	Vendor	
01.	CTD (Conductivity, Temperature and Depth) measurement and collection of water sample		<p>To be provided by Vessel</p> <p>CTD Sea bird system with auxillary sensors like Chlorophyll, Dissolved oxygen, PAR, Altimeter comprising of :</p> <ol style="list-style-type: none"> <li>1. CTD winch with 7000m (12mm) length cable and deck unit for operation</li> <li>2. Rosette underwater unit with capacity for 24 nos. niskin bottles (water samplers of 5lit capacity each).</li> <li>3. Data logging and processing system</li> <li>4. An extra cable of the same length and all essential spares for the winches should be available on board</li> </ol>	<ol style="list-style-type: none"> <li>1. Adequate space for CTD operation and collection of sea water samples.</li> <li>2. Well experienced three technical personnel for uninterrupted operation of CTD for assembly, deployment and retrieval, including winch/ A frame/Jib boom/crane/ deck operations</li> </ol>
02.	MPN (Multiple Plankton Net) for collection of zooplankton Sample		<p>To be provided by Vessel</p> <p>MPN, Hydrobios system with auxillary sensors like, Salinity, Temperature, Depth, comprising of :</p>	<ol style="list-style-type: none"> <li>1. Adequate space for MPN operations for zooplankton collection and storage of the samples</li> </ol>

			<ol style="list-style-type: none"> <li>1. Same as CTD Cable as mentioned above</li> <li>2. Deck unit for MPN</li> <li>3. Different plankton net sizes (200-<math>\mu</math>m-10nos and 100-<math>\mu</math>m-10nos)</li> <li>4. All essential spares including nets for the MPN should be available on board</li> </ol>	<ol style="list-style-type: none"> <li>2. Well experienced two technical personnel for uninteruptud operation of MPN for assembly, deployment and retrieval including winch/ A frame/Jib boom/crane/ deck operations</li> </ol>
03.	Bongo Net for surface zooplanklton collection	To be brought by NCPOR		<ol style="list-style-type: none"> <li>1. Operation required through winch / A frame (Horizontal towing)</li> <li>2. At least two crew members are required for operation</li> </ol>
04.	Stereozoom Microscope for Zooplankton observation		<p>To be provided by Vessel</p> <p>Microscope comprising of:</p> <ol style="list-style-type: none"> <li>1. Olympus (SZX-16) or similar system with camera and PC</li> <li>2. Specification 1X-objective, 10X-eyepiece, 11.5 zoom ratio)</li> </ol>	<ol style="list-style-type: none"> <li>1. Adequate space required for for Microscope in Dry Lab</li> </ol>
05.	Inverted Microscope for phytoplankton observation		<p>To be provided by Vessel</p> <p>Microscope comprising of:</p> <ol style="list-style-type: none"> <li>1. Olympus IX71 or similar system with camera and PC</li> <li>2. Specification 10,20 and 40X-objective, 10X- eyepiece</li> </ol>	<ol style="list-style-type: none"> <li>1. Adequate space required for Microscope in Dry Lab</li> </ol>
06.	Microstructure profiler with all spares of winch capbale	To be brought by NCPOR		<ol style="list-style-type: none"> <li>1. A plate (30cmx30cm) need to be fixed at railing/on a stool fixed near to the railing at aft to fix the winch for operating the</li> </ol>



				<p>profiler and power supply as well as installation of winch are required.</p> <p>2. At least two crew members are required for operation</p>
07.	UCTD with all spares and cables	To be brought by NCPOR		<p>1. A plate (50cm x 50cm) needs to be fixed at railing/on a stool fixed near to the railing at aft to fix the winch for operating the profiler and power supply as well as installation of winch are required.</p> <p>2. At least two crew members are required for operation</p>
08.	Sediment gravity coring for collecting 6 m long sediment cores		<p>To be provided by Vessel</p> <ol style="list-style-type: none"> <li>1. 6 m long gravity corer with lead weights [each 75kg, 10 numbers], 6000 m operation, No. of cores: 10</li> <li>2. A Pinger with signal tracking facility for coring operation</li> <li>3. Deep-sea winch with 18mm cable, A frame/ Jib boom , handling crane, core cutter, barrel, core catcher, core liner (20 numbers), core cutting table</li> </ol>	Well experienced three technical personnel for uninterrupted operation of sediment cores.
09.	Mooring deployment (Mooring unit with multiple sensors)	To be brought by NCPOR		<p>1. Winch should be capable/adaptable for mooring deployment and</p>

				<p>spooling of mooring line (5000 m). Display unit to display the cable length (meter wheel) payed out during operation and load on winch, cable guider</p> <ol style="list-style-type: none"> <li>2. Clear deck space at least 160 sq m approx (20m X 8m) at aft for handling moorings.</li> <li>3. Provide a small motorized boat with 5 skilled crew members for operating the boat and for helping the mooring operation</li> </ol>
10.	Echo-sounders for depth measurement		<p>To be provided by Vessel</p> <p>Shallow(1000m) and deep (full ocean depth) Eco sounders for depth measurements</p>	<p>Vessel mounted required</p> <ol style="list-style-type: none"> <li>1. Data recording and display facility should be available at least in dry and wet Lab</li> </ol>
11.	Thermo salinograph for underway measurement of temperature and salinity		<p>To be provided by Vessel</p>	<p>Vessel mounted required</p> <ol style="list-style-type: none"> <li>1. Data recording and display facility should be available on board</li> </ol>
12	Acoustic Doppler Current Profiler (ADCP) For continuous current measurements along the ship track		<p>To be provided by Vessel</p>	<p>Vessel mounted required</p> <ol style="list-style-type: none"> <li>1. Data recording and display facility should be available on board</li> </ol>

13	Automatic Weather Station (AWS) for Continuous measuring of weather conditions (Air temperature, Solar radiation (long and short wave radiation) wind speed, wind direction, humidity, atmospheric pressure and rain gauge)		To be provided by Vessel	<ol style="list-style-type: none"> <li>1. To be fixed in Atmospheric Lab</li> <li>2. Data recording and display facility should be available on board</li> <li>3. At least one technical, skilled crew member is responsible for AWS operation and maintenance.</li> </ol>
14.	9 computers with latest windows OS and MS office including multifunctional device (printer/scanner/photocopy)		To be provided by Vessel  One multifunctional device (printer/scanner/photocopy) in expedition Leader's room and one in the computer lab for color and BW printing (additional cartridge and paper should be provided)	Adequate space for installation and operation
15.	IOP (Inherent optical profiler) for light and biological parameter measurement	To be brought by NCPOR		<ol style="list-style-type: none"> <li>1. Operation required through winch / A frame</li> <li>2. At least two crew member is required for operation</li> </ol>
16.	Radiometer for light and biological parameter measurement	To be brought by NCPOR		<ol style="list-style-type: none"> <li>1. Operation required through winch / A frame (Horizontal towing)</li> <li>2. At least two crew members are required for operation</li> </ol>
17.	Radiosonde balloon operation of atmospheric parameter measurement	To be brought by NCPOR		<ol style="list-style-type: none"> <li>1. Adequate space (approx 80 sq m) for keeping the hydrogen gas cylinders straight along with holders</li> </ol>

				<p>approx (25 nos) each 65 kg for balloon filling.</p> <p>3. At least two crew members are required for operation</p>
18.	Salinometer operation	To be brought by NCPOR		1. Adequate space should be provided as mentioned in the laboratory requirement.
19.	Hot air oven for drying glasswares for microbiology work		To be provided by Vessel	1. Standard size with temperature up to 120 °C
20.	Laminar Flow/Clean bench for microbiology work		To be provided by Vessel	1. Height-90cm, Length-90cm, width-60cm
21.	Incubators		To be provided by Vessel	1. Two numbers incubators (120cm L x 80cmW) with or with or without lighting facility and temperature range 4°C to 37°C.
22.	Mili Q for ultrapure water supply(1000 lits)		To be provided by Vessel	1. Adequate space is required in wet lab for reagent preparation and cleaning of equipments and glasswares.

### Laboratory/Deck facility requirement of NCPOR

SI No.	Laboratory/Deck Facilities	NCPOR	Vendor	Lab/Deck space/ Support / manpower
01.	Container storage space	Conatiners to be brought by NCPOR	Space to be provided by Vessel	1. Adequate space at deck should be provided for accommodating 6 nos of containers TEU (20Lx 8Wx 8H) feet.
02.	A frame		To be provided by Vessel	1. 5 m height with 4-6T SWL; With wide sheaved pulley 3T SWL.

				2. No overhead structures in line of mooring A-frame.
03.	Hydraulic Telescopic crane at the Aft		To be provided by Vessel	1. 5T SWL, Length of crane at least 5 m.
04.	Wet Lab for filtration of seawater, incubation experiments, chemical and biological analysis		To be provided by Vessel  (Air conditioned and temperature controlled)	1. Lab space approx 150 sq m - 2 nos 2. Lab space approx 80 sq m - 2 nos 3. For storage of water samples (capacity 1000 lts x 3 nos) at various temperature : 4°C, -20°C, -40°C/-80°C). 4. Sufficient power point should be provided (5 amp, 15amp and Indian adaptor) with 220 volt supply 5. Seawater and fresh water supply with facility of wash basin (2 nos)
05.	Dry Lab For various chemical and biological experiments		To be provided by Vessel  (Air conditioned and temperature controlled)	1. Lab space approx 150 sq m - 2 nos (1-aft, 1-front) 2. Facility to secure/tightening the instruments glasswares during rough condition of sea. 3. Four refrigerators 300lt each. 4. Two Chest freezers of 500 liters (-20 <sup>0</sup> C) and (-40 <sup>0</sup> C / -80 <sup>0</sup> C) in laboratory
06.	Atmospheric lab for atmospheric parameter measurements for continuous monitoring of various atmospheric parameters		To be provided by Vessel (Air conditioned and temperature controlled)	1. Lab space approx 90sq m - 1 number at front side
07.	Oceanography Lab for Salinometer measurement		To be provided by Vessel	1. Temperature controlled approx 20sq m-1number

08.	Microbiology Lab		To be provided by Vessel	<ol style="list-style-type: none"> <li>2. Lab space approx 90sq m - 1 number</li> <li>3. Sufficient power point should be provided (5 amp, 15amp and Indian adaptor) with 220 volt supply</li> <li>4. Seawater and fresh water supply with facility of wash basin (1 no)</li> </ol>
09.	Computer lab with Multifunctional device (printer/scanner/photocopy)		To be provided by Vessel	<ol style="list-style-type: none"> <li>1. Lab space approx 90sq m - 1 number</li> </ol>
10	Easy access storage space		To be provided by Vessel	<ol style="list-style-type: none"> <li>1. Adequate space for the storage of sample boxes/consumables/accessories essential for everyday work to be kept with proper lashings to avoid frequent operation of storage container in rough conditions.</li> </ol>
11	Deck space for incubation experiment operation		To be provided by Vessel	<ol style="list-style-type: none"> <li>1. Deck area should be spacious/shadow free facility approx 6 sq m for conducting deck based incubation experiment</li> <li>2. Facility for a continuous supply of surface seawater is required.</li> </ol>

**The same requirements mentioned in the above table for instruments, lab and deck facility are given below in detail**

- )] A frame : 5 m height with a minimum 5T SWL; With wide sheaved pulley 3T SWL
- )] Hydraulic Telescopic crane at the Aft.: 5T SWL, Length of crane atleast 5 m.
- )] Clear deck space at a minimum 20m Length X 8m Width for handling moorings
- )] No overhead structures inline of mooring A-frame.
- )] Provide a small motarized boat (5 people capacity) and the facility to lower the boat while deploying the moorings.
- )] Echo-sounders shallow (1000m) and deep [upto 8000m].
- )] Vessel mounted Acoustic Doppler Current Profiler (ADCP) and Thermosalinograph for underway measurement of temperature and salinity.

- ) Automatic Weather Station (AWS) display with data recording facility.
- ) SeaBird CTD System [Instrument for measuring Conductivity, Temperature, Depth profiles] with auxillary sensors like Chlorophyll, Dissolved oxygen, PAR, Altimeter
- ) Minimum nine computers with latest windows OS and MS office for offline work with color and BW printing facility. At least two multifunctional device (printer/scanner/photocopy) is also required.
- ) Wet (biology, chemistry and sedimentary work) and dry laboratories (Atmospheric and Oceanographic), one each, wherein seawater filtration, incubation experiments and sediment sampling can be carried out. Air- conditioned controlled (16-25°C)
- ) Atmospheric and Oceanographic laboratory (one each for all instruments operations)
- ) Dry lab facility with temperature controlled conditions for Salinometer operations (preferably on the main deck near to oceanographic lab).
- ) Winch to operate CTD & MPN and one deep sea winch for gravity corer and mooring operations should be made available on board. All winches should be capable for operation upto minimum 6000m. Winch facility should also be capable/adaptable for mooring deployment and spooling of mooring line (5000 m). All winches should have necessary displays for cable length (meter wheel) and load on winch. Also should have cable guider.
- ) Gravity corer system (6m long and diameter 10-12cm, core barrel-2nos, core catchers 4 nos with 20 liners, sediment core cutter and facility of core cutting table) to operate upto 6000m to collect sediment cores [lead weights each 75kg and 10 numbers].
- ) Facility for storage of water samples (capacity 1000lts) at various temperature (4°C, -20°C, -40°C/-80°C)
- ) Milli Q for ultrapure water supply (1000 liters). Preferably a Milli-Q system should be installed onboard.
- ) Systematic sediment sub-sampling facilities. Continuous underway running seawater facilities in the laboratory & deck. Deck area should be spacious/shadow free for conducting deck-based incubation
- ) Easy access to containers to transfer instruments/items for sampling in mid-sea.
- ) Facility/adequate space wherein all the sample boxes/consumables/accessories essential for everyday work to be kept (with proper lashings) to avoid frequent operation of storage containers in rough conditions.
- ) Microscopes (stereo-zoom and inverted bright field, with camera) for biological species observation (Specification)
- ) Hot air oven x2 (Standard size with temperature up to 120 °C)
- ) Four refrigerators 250 L each in wet labs,
- ) Incubators with or without lighting facility and temperature range of 4°C to 37°C with/without shaking facility,
- ) Two Chest freezers of 500 liters (-20°C) and (-40°C / -80°C) in wet laboratory),

- ) Laminar Flow/Clean bench Height-90cm, Length-90cm, Width-60cm (For microbiology work)
- ) Common room / entertainment facility for scientists.

All Cabins air-conditioning and heating as per weather conditions (polar conditions). Minimum four well experienced personnel should be provided for the scientific operation and maintenance of all equipments especially CTD, Multiple Plankton Net, ADCP, Thermosalinograph, Sediment coring, and deck operations round the clock .

#### 8. COMMUNICATION AND NAVIGATIONAL FACILITIES:

The vessel should have adequate communication and navigational equipment on-board for ship operations. These include HF, VHF and satellite communication equipment. The satellite communication systems (E mail, Internet and Wi-Fi) for uninterrupted access by the CHARTERERS from India. The vessel should also have Radar, GYRO Compass, GPS, weather Facsimile recorder, Satellite cloud-imagery receiving system (APT), ice-information receiving equipment and any other requisite equipment for navigation of the vessel in icy waters. All these equipment should be made available to CHARTERERS personnel for scientific observations and operational requirements. The vessel should have two numbers each independent sounding lead systems and Radar systems for 10 cm and 3 cm respectively and also to have low-altitude Radar scanner to monitor icebergs in close sea-ice, day light screens for monitors and a minimum of two flood light projectors. Adequate documents to substantiate and indicating the details of above requirement to fulfill this clause should be enclosed as appendix XIII of bid.

#### 9. THRUSTERS

The offered vessel should be equipped with bow (side) thrusters for stable positioning of vessel for the smooth operations of all required equipment in rough weather conditions also in the area of operations. Adequate documents to substantiate and indicating the details of above requirement to fulfill this clause should be enclosed as appendix IX of bid

#### 10. OTHER REQUIREMENTS

The offered vessel should have following facilities for CHARTERERS personnel:

- a. The proper medical facilities along with a Doctor / Paramedic to meet the medical needs.
- b. Proper kitchen with adequate number of gadgets and crockery, dining hall to accommodate at least 30 persons and sufficient number of washing machines
- c. Adequate life boats, both at port and star-board sides, sufficient enough to rescue the CHARTERERS personnel and crew in any unforeseen eventuality.



- d. Adequate recreation and conferencing facilities such as TV, Audio, and few indoor games.
- e. A single room set with attached bath and toilet facilities for the use of expedition leader with PC/Printer, refrigerator etc.
- f. An office room equipped with PC, printer and photocopier.
- g. Adequate fresh water facilities for bath
- h. Packaged drinking water for consumption by expedition members (avg 4 lit/person/day)

Adequate documents to substantiate and indicating the details of equipment to fulfill this clause should be enclosed as appendix X.

Non-compliance of the above mentioned requirements will affect the smooth execution of the expedition and will be liable for imposition of penalty as per penalty clause [see Clause 32).

**ANNEXURE –III**

(TO BE SUBMITTED WITH TECHNICAL BID – COVER-I)

I/We understand that the bid which does not fulfill any of the following criteria shall be rejected.

<b><u>DOCUMENT/ACCEPTANCE/UNDERTAKING FOR COMPLIANCE OF TECHNO-COMMERCIAL BID EVALUATION CRITERIA</u></b>			
<b>S. No</b>	<b>Specification/Description (Pl refer Annexure II for details of Sl nos. 1to 10 below)</b>	<b>Compliance (Strike out which is not applicable)</b>	<b>Supporting document for complied criteria to be enclosed by the bidders with technical bid (cover I) as appendix serial number:</b>
1	Class of the Vessel	Complied/not complied	Appendix –I
2	Charter Period	Complied/not complied	Appendix –II
3	Seaworthiness	Complied/not complied	Appendix –III
4	Endurance	Complied/not complied	Appendix –IV
5	Accommodation	Complied/not complied	Appendix –V
6	Cranes &Winches	Complied/not complied	Appendix –VI
7	Equipment and Lab facilities	Complied/not complied	Appendix –VII
8	Communication and Navigational facilities	Complied/not complied	Appendix –VIII
9	Thrusters	Complied/not complied	Appendix –IX
10	Other Requirements	Complied/not complied	Appendix –X
11	Submission of bids in “ <i>Two Bid System</i> ”. (Cover-I : Technical Bid and Cover-II : Financial Bid)	Complied/not complied	Appendix-XI
12	Submission of Bid Bond INR 48,00,000 / USD 68840.00 along with Technical Bid	Complied/not complied	Appendix-XII
13	Unconditional validity of bid for 60 days from the last date of	Complied/not complied	Appendix-XIII

	submission of bid		
14	Acceptance for submission of Delivery cum Performance Bank Guarantee for execution of contract for a sum equivalent to 10 % of contract value for one season, in case of award of contract to the bidder	Complied/not complied	Appendix-XIV
15	In the event of the agreement being extended for second and / or third successive seasons being 2021 and / or 2022 the bidder accepts to extend Delivery cum Performance Bank Guarantee or submit a fresh 30 days before the expiry of the earlier.	Complied/not complied	Appendix-XV
16	Offer submitted in original duly signed by the OWNERS/ authorized representative on each page	Complied/not complied	Appendix-XVI
17	Bidder accepts to render services on specifications, terms and conditions mentioned in the tender document	Complied/not complied	Appendix-XVII
18	Submission of authority letter from OWNER, in case bid is submitted by authorized agent.	Complied/not complied	Appendix-XVIII
19	Pre-contract Integrity Pact	Complied/not complied	Appendix-XIX
20	Copies of all mandatory certificates and documentary evidence detailing the facilities and all equipments offered as the part of the proposed vessel to be submitted along with the technical bid document.	Complied/not complied	Appendix-XX
21	Copy of Financial bid with the prices masked (unpriced financial bid)	Complied/not complied	Annexure XXI

Signature.....

Name.....

For and on behalf of

.....  
.....  
.....

Duly authorized to sign Tenders for and on behalf of the

**ANNEXURE- IV**

(TO BE SUBMITTED WITH FINANCIAL BID - COVER-II)

**FINANCIAL BID FORMAT**

The Financial Quote should be submitted in the following format:

- ) Indian bidders should quote in Indian Rupees and Indian bidders will be paid in INR only.
- ) Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices.
- ) Financial bid without mentioning appropriate quoted single currency (Indian Rupees or USDs/EUROs) shall be rejected.
- ) Quoted price should be inclusive of Brokerage/Agent commission.
- ) Communication and navigation facilities as detailed in 25(a) will be paid by the CHARTERERS to OWNER on actual as detailed in payment terms, therefore, communication and navigation charges should not to be quoted and not to be considered under other charges.
- ) The details of charter hire cost, mob and demob at Port Louis, victualling etc. for one season i.e. 2020 and same shall be applicable for two subsequent seasons in the event of CHARTERERS and OWNERS exercising their option for second and third seasons being 2021 and 2022
- ) Bids shall be evaluated in equivalent Indian Rupees at the closing market rate of Foreign exchange (bills selling) as declared by SBI, Vasco-Da Gama on the day of opening of Financial bid.

Sl. No	Description	Rate in ... (one day/ single person)  (Indicate INR or USD/EURO quoted in any single currency, if not written bid will be rejected)	Rate in ... (65 days/ 40 persons)  (Indicate INR or USD/EURO quoted in any single currency, if not written bid will be rejected)
1.	Mobilisation and De-mobilisation (lump sum) Port Louis, Mauritius	Total =	Total =
2.	Charter hire per day	Per day =	× 65 days =
3.	Victualling charges per person per day	Per person & Per day =	× 40 persons × 65 days =
4.	Other charges if any, please specify		
<b>GRAND TOTAL</b>			

The financial bid evaluation criteria to arrive the Lowest (L1) bid:

Brokerage Commission (If any) to Indian Agent: In case of an Indian Nominated Agent, commission as agreed between the OWNERS and the Agent upto 1.25% (maximum) shall be

deducted from the mob-demob charges and charter hire by the CHARTERERS and paid to the Agent directly in equivalent Indian Rupees within 15 days of submission of invoice in original by the concerned Agent.

**(Bidders Signature & the Seal  
of the Company /Agent)**

(TO BE SUBMITTED WITH TECHNICAL BID – COVER-I)

**TENDER ACCEPTANCE FORM**

**To:  
The Director  
The National Centre for Polar and Ocean Research  
Headland Sada, Vasco Da Gama,  
Goa-403 804, India**

1. Having examined the Tender Document NCPOR/OSG/19 dated \_\_\_\_\_ along with all Annexure for the performance of the Services tendered for, we, the undersigned, hereby offer to perform the Services in conformity with all the conditions set out in the Tender Document.
2. We agree to abide by this Tender validity for a period of 90 days from the last date fixed for receiving the same and it shall remain binding upon us and to be accepted by you at any time before the expiration of that period.
3. We understand that NCPOR is not bound to accept the lowest or any Tender received and NCPOR has the right to cancel the Tender.
4. We have not been blacklisted by any client or violated/defaulted any norms in any country.

Signature.....

Name.....

For and on behalf of

.....  
.....  
.....

Duly authorized to sign Tenders for and on behalf of the bidder

.....

Date:.....

**ANNEXURE- VI**  
(TO BE SUBMITTED WITH TECHNICAL BID – COVER-I)

**DETAILS OF OFFERED VESSEL AND BIDDER**

The bidders are advised to give necessary information required by respective point along with documentary support thereof as proof.

		<b>Details</b>	<b>Details of Supporting Document(s) Appended</b>
1	<b>BIDDER/AGENT COMPANY</b>		
	Address		
	Contact Person		
	Contact Number		
	Fax Number		
	Email		
2	<b>REGISTERED OWNER</b>		
	Address		
	Contact Person		
	Contact Number		
	Fax Number		
	Email		
3	<b>Vessel Name</b>		
3.1	Year of Built		
3.2	Year of registration		
3.3	Year of refit/ refurbishment		
3.4	IMO Number		
3.5	Ice class of the vessel		
3.6	Seaworthiness		
3.7	Length (m)		
3.8	Breadth (m)		
3.9	Draft max. (m)		
3.10	Gross Tonnage (MT)		
3.11	Net Tonnage (MT)		
3.12	Dead Weight Normal Operation (MT)		
	<b>CARGO FACILITIES</b>		
3.13	Cargo Holds (m3)		
3.14	Cargo Deck Area (m2)		
3.15	Number of Holds/Hatches		
3.16	Compliance for carrying		

	hazardous cargo (Fuel/Oil/Lubes/Compressed gas cylinders of hydrogen, nitrogen, oxygen, argon, LPG etc.)		
3.17	Number of Cranes and maximum load lifting capacity		
3.18	Maximum Lifting capacity with single crane (MT)		
3.19	Water Production/day (m3)		
3.20	Number of life boats / rescue boats with capacity for number of persons		
3.21	Number of life rafts with capacity for number of persons		
3.22	Boat required for mooring operations		
<b>4</b>	<b>ACCOMMODATION</b>		
4.1	Passenger capacity		
4.2	No of cabins for passengers		
4.3	Dining Hall for passengers with seating capacity		
4.4	Recreation room for passengers with seating		
4.5	Galley /Kitchen for passengers (Separate/Shared)		
4.6	Medical Room		
4.7	Radio Room with VHF/Aviation Radio/ Satellite Phone/Internet facility, Printer copier etc.		
<b>5</b>	<b>ENGINE, BOILER, FUEL &amp; SPEED</b>		
5.1	Number of Engine(s)		
5.2	Main Engine Type		
5.3	Main Engine (BHP)		
5.4	Auxiliary Engine Type		
5.5	Auxiliary Engine (BHP)		
5.6	Central Heating System		
5.7	Bunker/Fuel type / Grade		
5.8	Bunker capacity (MT)		
5.9	Speed Max (knots)		
5.10	Speed Normal Cruising		



	(knots)		
5.11	FUEL GRADE: Indicate vessel using Marine Gas Oil (MGO) / Marine Diesel Oil (MDO)/ IFO.		
5.12	Fuel Consumption per 24 hrs Normal Cursing (MT)		
5.13	Fuel Consumption per 24 hrs Max Speed (MT)		
5.14	Endurance in Southern ocean waters (up to 69degree south latitude including journey time (Number of Days)		
5.15	Thrusters -type and number(s)		
5.16	Indicate vessel has following facilities:		
5.16.1	Stern A frame of 5 Ton SWL, around 7 meters tall, with Wide Sheaved 5 ton Trawl Blocks One 5 ton Tugger winch installed on the A frame with 14mm to 16mm dia rope reaching water level.		
5.16.2			
5.16.3			

The technical bid (cover I) should be accompanied by a GA plan of the vessel, type and specification of the fuel to be used and fuel consumption pattern for the voyage from Port Louis to Prydz bay and back to Port Louis Mauritius after successful completion of voyage.

**Note:** Documents in support of Technical Specifications, Drawings and photographs of the Vessel to be enclosed.

Signature.....

Name.....

For and on behalf of

.....

.....

.....

Duly authorized to sign

ANNEXURE VII

(TO BE SUBMITTED WITH TECHNICAL BID - COVER-I)

**FORMAT FOR BANK GUARANTEE TOWARDS BID BOND**

(To be stamped in accordance with the stamp Act)

To  
National Centre for Polar & Ocean Research  
(Ministry of Earth Sciences, Govt. of India)  
Headland Sada, Vasco-Da-Gama,  
Goa – 403 804. (INDIA)

Dear Sir,

Whereas, National Centre for Polar & Ocean Research having its registered office at Headland Sada, Vasco-da-Gama, Goa – 403 804. INDIA (hereafter called as Tenderer which expression shall unless repugnant to context or meaning thereof, including all its successors, administrators, executors and assignees) has floated a tender enquiry for Time Charter of One Ice Class Vessel and M/s. \_\_\_\_\_ having \_\_\_\_\_ registered \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_

(hereinafter called the bidder which expression shall, unless repugnant to context or meaning thereof, mean and include all its successors, administrators, executors and assignees) are submitting a Tender Reference No. NCPOR /OSG/19 (hereinafter referred to as Tender) and bidder having agreed to furnish an unconditional and Irrevocable Bank Guarantee of **INR 45,00,000.00 /US \$ 65,000.00 (Indian Rupees Forty five Lacs only / US Dollars Sixty five Thousand only)(as applicable)** towards bidbond/EMD as stated in tender document & notice inviting of global tender & Instructions to Bidder and other terms and conditions of tender especially the condition that bidder shall keep his bid open for a period of 90 days and as extended from time to time and shall not withdraw or modify it to which the bidder has given absolute and unconditional acceptance or undertaking and is bound without any reservations as to any matter or thing whatsoever on such acceptance and FOR THE BIDBOND/EMD CONDITIONS OF THIS TENDER OBLIGATION ARE: 1) If the tenderer (bidder) withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender. 2) If the tenderer having been notified of the acceptance of his tender by NCPOR during the period of its validity. 2.a) If the tenderer fails to furnish the Performance security for the due performance of the contract. 2.b) Fails or refuses to execute the contract

2. Therefore, we \_\_\_\_\_(Name of Bank)\_\_\_\_\_ a bank registered under the laws of \_\_\_\_\_(Country)\_\_\_\_\_ having head/ registered office at \_\_\_\_\_(Address)\_\_\_\_\_ (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) hereby issue

irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing in **INR 45,00,000.00 /US \$ 65,000.00 (Indian Rupees Forty five Lacs only / US Dollars Sixty five Thousand only)** (as applicable) \_\_\_\_\_ or in such convertible currency as acceptable to the NCPOR any or all money to the extent of **INR 45,00,000.00 /US \$ 65,000.00 (Indian Rupees Forty five Lacs only / US Dollars Sixty five Thousand only)** (as applicable) \_\_\_\_\_ only at any time without any demur, reservations, recourse, context or protest and/or without any reference to the bidder and any such demand made by the NCPOR on the Bank shall be conclusive and binding notwithstanding any difference between the NCPOR and the bidder or any dispute pending before any court, arbitrator or any other authority and/or any other matter whatsoever. We, the bidder(s) also agree that guarantee herein contained shall be irrevocable unless it is invoked, earlier by the NCPOR in writing. The guarantee shall not be determined/discharged/affected by the liquidated, winding-up, dissolution or insolvency of the bidder and will remain valid, binding and operative against the bank.

3. The Bank also undertakes that the NCPOR at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Bidder.

4. The Bank further agree that as between the Bank and the NCPOR for the purpose this guarantee any notice for the breach of any of the conditions contained in invitation for tender instructions to bidders and other terms and conditions contained in the tender form especially bidder's undertaking that he shall keep his bid open and shall not change it during the validity period or extended period, given to the bank by the NCPOR shall be conclusive and binding on us without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of NCPOR or that of the Bidder. We also undertake not to revoke in any case this Guarantee during its currency.

5. The Bank further agree that NCPOR shall have the fullest liberty without affecting in any manner our obligation and without reference to us vary any of the terms and conditions of the tender, instructions to bidders and other terms and conditions contained in the tender and that shall not be released from our liability under the guarantee by reason of any such variation by NCPOR.

6. We also agree that this guarantee shall be governed construed in accordance with Indian Laws subject to exclusive jurisdiction of Indian Courts.

7. Notwithstanding anything contained herein above, our liability under this guarantee is limited to **INR 45,00,000.00 /US \$ 65,000.00 (Indian Rupees Forty five Lacs only / US Dollars Sixty five Thousand only)** (as applicable) \_\_\_\_\_ in aggregate and it shall remain in full force upto \_\_\_\_\_ (including 60 days after the bid validity period) unless extended further from time to time, for such period as may be instructed in writing by M/s. \_\_\_\_\_ (Name of the Bidder) \_\_\_\_\_ on whose behalf this guarantee has been given, in which case it shall remain in full force upto and including 60 days after the extended bid validity date. Any claim under this guarantee must be received by us from last date of the validity period or before the expiry of 60 days from the extended date, if any, if no such claim has been received by us within the 60 days after the said date/extended date, the NCPOR's right under this guarantee will cease. However, if such a claim has been received by us within and upto 60 days after the said date/extended date, all the NCPOR's right under this guarantee shall be valid and shall not cease. In case bidder

(hereinafter called “Contractor”) becomes successful bidder as declared by NCPOR, i.e. his tender is accepted the validity of this Bank Guarantee will automatically be extended until the Contractor furnishes to the NCPOR a Bank Guarantee for an amount equivalent to 10% of the Expedition Season/ one time charter season contract price towards Delivery cum performance guarantee for delivery of one number of Suitable Ship and satisfactory performance of the Contract. In case of failure to furnish the Delivery cum performance Bank Guarantee, the claim must be submitted to us within 60 days after last date of validity period or extended period. If no such claim has been received by us within 60 days after the said date/extended date, the NCPOR’s right under this guarantee will cease. However, if such claim has been received by us within and upto 60 days after the said date/extended date, all the NCPOR’s right under this guarantee shall be valid and shall not cease.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2019 including the claim period of 60 days after bid bid validity.

The Bank confirms that this Guarantee has been issued with observance of the appropriate exchange-control rules and regulations of the country.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_.

Witness:

Signature:

Signature

(Full name in capital letters)

Designation with Bank stamp  
Attorney as per Power Attor

**ANNEXURE- VIII**

(TO BE SUBMITTED BY SUCCESSFUL BIDDER BEFORE EXPIRY OF BID BOND)

**FORMAT FOR BANK GUARANTEE FOR DELIVERY CUM PERFORMANCE BOND**

Ref: Bank Guarantee No. \_\_\_\_\_  
Date \_\_\_\_\_

To

**National Centre for Polar & Ocean Research  
(Ministry of Earth Sciences, Govt. of India)  
Headland Sada, Vasco-Da-Gama,  
Goa – 403 804. (INDIA)**

Dear Sir,

In consideration of National Centre for Polar & Ocean Research having its registered office at Headland Sada, Vasco-Da-Gama, Goa – 403 804 INDIA (hereinafter referred to as “THE NCPOR”) which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns and having entered into a Contract/Notification of Award of Contract dated \_\_\_\_\_ (hereinafter called “THE CONTRACT”) which expression shall include all the amendments thereto with M/s. \_\_\_\_\_(name of Company) \_\_\_\_\_ having its Head/Registered Office at \_\_\_\_\_(address)\_\_\_\_\_ (hereinafter referred to as “THE CONTRACTOR”) which expression shall unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns and the contract having been unequivocally accepted by the Contractor resulting in a contract for an estimated value at INR./USD/EURO -----(of contract value of one time charter season which is to be taken as Mob-DeMob Charges + Day hire charges x 65 days +any other charges but excluding victualling and communication charges if any) (Indian Rupees/US Dollars \_\_\_\_\_) for one Expedition season Contract for time Charter of One suitable ship (**Name of the vessel & IMO Number**) for Southern Ocean/ Antarctic waters Operations and the NCPOR having agreed that the Contractor shall furnish to the NCPOR Delivery cum Performance Guarantee for the delivery of one number of specified ship as well as faithful performance of the entire contract to the extent of 10% of the one EXPEDITION SEASON / Time Charter value of the contract i.e. INR./USD/EURO - ----- (Mob and DeMob Charges + Day hire charges x 65 days +any other charges but excluding victualling and communication charges if any) \_\_\_\_\_. We (Bank) \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as “THE BANK” (which expression shall unless repugnant to the context or meaning thereof, include all the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay on demand to the NCPOR any money or all

money to the extent of INR./USD/EURO \_\_\_\_\_ (Rupees/USDollars/ EUROS \_\_\_\_\_) in aggregate on breach of contract by the contractor at any time without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the NCPOR on the Bank shall be conclusive and binding notwithstanding any difference between the CHARTERERS and the Contractor or any dispute pending before any Court, Tribunal, Arbitrators or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the NCPOR in writing.

2. The NCPOR shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time, to extend the time for performance of the Contract by the Contractor or NCPOR & Contractor may mutually vary the terms of the Contract. The NCPOR shall have the fullest liberty, without affecting this Guarantee to postpone, from time to time exercise power vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forebear to enforce any covenants contained or implied in the Contract between the NCPOR and the Contractor or any other course of remedy or security available to NCPOR. The Bank shall not be released of its obligations under these presents by any exercise by the NCPOR of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of NCPOR or omission on the part of the NCPOR or other matter of thing whatsoever which under law would, but for this provisions have the effect of relieving the Bank.

3. The Bank also agrees that the NCPOR to its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that NCPOR may have in relation to the Contractor's liabilities.

4. NCPOR shall have the unqualified option to operate this Bank Guarantee to recover Liquidated Damages as liable under the contract. In that case the Bank Guarantee amount shall thereupon be increased to the original amount by the Contractor or Contractor may alternatively submit Liquidated Damages recovered by NCPOR.

5. The Bank further agrees that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the Contract and it shall continue to be enforceable till all the dues of the NCPOR under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till the NCPOR discharges the guarantee in writing.

6. We further agree that as between us and NCPOR for the purpose of this Guarantee any notice given to us by the NCPOR that the money is payable by the Contractor and any amount claimed in such notice by the NCPOR shall be conclusive and binding on us notwithstanding any difference between the NCPOR and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our constitution or that of the Contractor. We also undertake not to revoke this Guarantee during its currency.

7. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to INR./USD/EURO \_\_\_\_\_ (Indian Rupees/USDollars/EUROS \_\_\_\_\_) in aggregate and it shall remain in full force upto \_\_\_\_\_ and including sixty days after

\_\_\_\_\_ unless extended further, from time to time for such period as may be instructed in writing by \_\_\_\_\_ M/s. \_\_\_\_\_ whose behalf this Guarantee has been given in which case it shall remain in full force upto and including sixty (60) days after the extended date. Any claim under this Guarantee must be received by us before the expiry of sixty (60) days from \_\_\_\_\_ or before the expiry of 60 days from the extended date, if no such claim have been received by us within the sixty (60) days after the said date/extended date, the NCPOR's right under this Guarantee will cease. However, if such a claim has been received by us within and upto sixty (60) days after the said date/extended date, all the NCPOR's right under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

The Bank confirms that this Guarantee has been issued with observance of the appropriate exchange control rules and regulation of the country.

8. We agree that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the Exclusive Jurisdiction of Indian Court The Bank also agrees that courts in Goa shall have exclusive jurisdiction.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2019 at \_\_\_\_\_

WITNESS:

(SIGNATURE)

SIGNATURE:

NAME

NAME & DESIGNATION WITH  
BANK STAMP

OFFICIAL ADDRESS

**PRE-CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ year 201\_\_, between, on one hand, the Director, National Centre for Polar & Ocean Research, Headland Sada, Goa, India (hereinafter called the “CHARTERERS”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s\_\_\_\_\_ represented by Mr.\_\_\_\_\_, Designation, (hereinafter called the “BIDDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CHARTERERS proposes to charter a Research Vessel (herein after called the „VESSEL“ which expression shall mean and include, unless context otherwise requires) and the BIDDER is willing to offer / has offered the same and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the CHARTERERS is an autonomous R&D institute under Ministry of Earth Sciences, Government of India performing its functions in oceanographic and polar research.

NOW, THEREFORE,

To avoid all forms of corruptions by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the CHARTERERS to hire the VESSEL at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CHARTERERS will commit to prevent corruption, in any form, by its officials by following transparent procedures:

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the CHARTERERS**



1.1 The CHARTERERS undertakes that no official of the CHARTERERS, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The CHARTERERS will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the CHARTERERS will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CHARTERERS with full and verifiable facts and the same is prima facie found to be correct by the CHARTERERS, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CHARTERERS and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CHARTERERS the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CHARTERERS, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CHARTERERS or otherwise in procuring the Contract or forbearing to do or having done

any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives in India.

3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the CHARTERERS that the BIDDER is the OWNER and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CHARTERERS or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CHARTERERS or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for the purposes of competition or personal gain, or pass on to others, any information provided by the CHARTERERS as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CHARTERERS, or alternatively, if any relative of an officer of the CHARTERERS has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term „relative“ for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CHARTERERS.

#### **4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (as will be specified) as Bid Security Bond with the CHARTERERS through the instruments as specified in the RFP.

5.2 The Bid Security Bond shall be valid up to a period, as will be specified in RFP, from the date of opening of bids and be suitably extended as requested by NCPOR.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CHARTERERS to the forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the CHARTERERS to the BIDDER on Bid Security Bond for the period of its currency.

## **6. Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the CHARTERERS to take all or any one of the following actions, wherever required:-

i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) Forfeiture of the Security Bid Bond (in pre-contract stage) and/or Performance Security Bond (after the contract is signed) stand forfeited either fully or partially, as decided by the CHARTERERS and the CHARTERERS shall not be required to assign any reason therefore.

iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv) To recover all sums already paid by the CHARTERERS, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CHARTERERS in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CHARTERERS, along with interest.

vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CHARTERERS resulting from such cancellation/rescission and the CHARTERERS shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii) To debar the bidder from participating in future bidding processes of the Government of India for minimum period of five years, which may be further extended at the discretion of the CHARTERERS.

viii) To recover all sums paid in violation of this pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by CHARTERERS with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Bond in case of a decision by the OWNER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The CHARTERERS will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the CHARTERERS to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar VESSEL at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time,

will be applicable to the present case and the different in the cost would be refunded by the BIDDER to the CHARTERERS, if the contract has already been concluded.

## **8. Independent Monitors**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

Contact details of Independent External Monitors (IEMs):

1) **Shri. Arun Kumar,**

Ex-Secretary, Oil Industry Development Board (OIDB),  
B-38, Vrindavan Apartment, Plot No.1, Sector-6, Dwarka,  
NEW DELHI – 110 075. INDIA.

Email : kumararun\_53@rediffmail.com

Mobile phone : 0091-9810621113

2) **Shri. Sushil Gupta,**

Ex-Chairman, Central Ground Water Board (CGWB),  
No. B-702, Aravali Heights, Sector 21C,  
FARIDABAD – 121 001. INDIA.

Email : sushilanitagupta@yahoo.com

Mobile phone : 0091-9999744061

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CHARTERERS.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CHARTERERS including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his

request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The CHARTERERS will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of CHARTERERS /Secretary in the Ministry within 8 to 10 weeks from the date of reference or intimation to him by the CHARTERERS / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CHARTERERS or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the CHARTERERS.

## **11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the CHARTERERS and the BIDDER, including warranty period if any, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

22. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

CHARTERERS

Name: \_\_\_\_\_

BIDDER

(Details: \_\_\_\_\_)

DIRECTOR

National Centre for Polar & Ocean Research,  
Headland Sada, Goa (INDIA) 403804.

Witness Witness

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_



**MODEL CHARTER PARTY AGREEMENT****DESCRIPTION OF VESSEL:****CHARTERERS:**

It is this day mutually agreed between

**NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH (NCPOR), (MINISTRY OF EARTH SCIENCES, GOVERNMENT OF INDIA) HEADLAND SADA, VASCO-DA-GAMA, GOA – 403804, INDIA: CHARTERERS as follows:**

**AND**

\_\_\_\_(Name, Address, OWNERS, Operator) \_\_\_\_\_  
 \_\_\_\_\_ performing with \_\_\_\_\_ with \_\_\_\_\_ Registry :  
 Home Port : \_\_\_\_\_ of \_\_\_\_\_ tons Gross / \_\_\_\_\_ tons Net Register : Classed  
 \_\_\_\_\_, having \_\_\_\_\_ main engine in working condition of : \_\_\_\_\_  
 BHP; Carrying about : See Clause 25; tons deadweight on board of Trade summer Freeboard inclusive of Board, Inclusive of Bunkers, Stores, provisions and boiler water having as per Builders Plan: See Clause 25; Cubic foot grain/bale capacity; exclusive of permanent bunkers which contain about: See Clause 25; tons and fully loaded capable of Steaming at about: See Clause 25 in good weather and smooth water on a consumption of about: See Clause 25, now trading.

**CLAUSE 1. PERIOD:**

The OWNERS let and the CHARTERERS hire the vessel for a period of 55 days +/- 10 days in CHARTERERS's option for the vessel to be mobilized from Port Louis for a voyage to and from Southern Ocean up to 69 degrees South Latitude for the Austral summer during the period of January, 2020 to March, 2020 with the CHARTERERS option for extension of charter for another 55 +/- 10 days after completion of the 1<sup>st</sup> expedition on same terms and conditions from Port Louis to Port Louis [Mauritius] further with CHARTERERS option for Season 2021 and Season 2022 during the period of January to March of each season, if and when CHARTERERS exercise said option(s) with a mutual agreement between CHARTERERS & OWNERS. Option(s) will be decided by CHARTERERS based upon performance of each Season. The area of operation in Southern Ocean up to 69 degrees South Latitude. The OWNER will endeavor to stay longer within the dates, weather permitting for the time (not on a Sunday or a legal holiday unless taken over) the Vessel is delivered and placed at the disposal of the CHARTERERS between 9 a.m. and 6 p.m. during weekdays Monday to Friday and between 9 a.m. and 2 p.m. if on a Saturday.

**CLAUSE 1.A.PORT OF DELIVERY:**

At one safe port Port Louis, Mauritius in CHARTERERS' option in such available berth, where she can safely lie always afloat, as the CHARTERERS may direct, she being in every way fitted for her special service. The CHARTERERS option of delivery of vessel

for season 2020 to be declared at the time of finalization of Agreement and the said option for season 2021 and 2022 to be declared at the time of exercising the option each season.

**CLAUSE 1. B.TIME OF DELIVERY:**

The vessel to be delivered (laycan period) between 1<sup>st</sup> & 10<sup>th</sup> January, 2020 at Port Louis, Mauritius. The OWNER to keep the CHARTERERS updated as accurately as possible on the vessel's expected delivery dates. If CHARTERERS exercise option for optional season(s), the delivery laycan period will be mutually agreed dates between OWNERS and CHARTERERS in month of /January.

**CLAUSE 2. TRADE:**

The Vessel to be employed in lawful trades for the carriage of lawful merchandise only between good and safe ports or places where she can safely lie always afloat within the following limits: The Vessel to be employed as a scientific research vessel in any part of the world as directed by the CHARTERERS including tropical waters and Southern Ocean waters. Area of operations broadly extending between Latitude 40 degree to 69 degree South and Longitude 40 degree to 80 degree East for the purpose of scientific exploration, experiments and for scientific research. The vessel will carry scientists, CHARTERERS's personnel and their equipments and other scientific equipments and materials to the study region.

No livestock nor injurious, inflammable or dangerous goods (such as Acids, Explosives, Calcium Carbide, Ferro Silicon, Naphtha, Motor Spirit, Tar or their products) to be shipped unless carried / handled and stored according to IMO Rules.

**CLAUSE 3. OWNERS TO PROVIDE:**

The OWNER to provide and pay for all provisions and wages, for insurance of the Vessel, for all deck and engine-room stores and maintain her in a thoroughly efficient state in hull and machinery during service. The OWNER to provide adequate number of Crane Drivers and Crew for mooring winches, windlass on-board for the CHARTERERS's stores, scientific equipment operations, scientific exploration, experiments and research or any other nautical operations including the CHARTERERS's personnel gear or any other materials agreed of instruments and facilities.

**CLAUSE 4. CHARTERERS TO PROVIDE:**

The CHARTERERS to provide and pay for all fuel oil, diesel oil, port charges, pilotages (whether compulsory or not), canal steersmen, boatage, lights, tug assistance, consular charges (except those pertaining to the Master, Officers and Crew), canal, dock and other dues and charges also all dock, harbour and tonnage dues at the ports of delivery and re-delivery (unless incurred through the cargo carried before delivery or after re-delivery). Also to arrange and pay for loading, trimming, stowing (including dunnage and shifting boards, excepting any already on-board), unloading, weighing, tallying and delivery of cargoes, surveys on hatches and all other charges and expenses whatsoever including detention and

expenses through quarantine (including the cost of fumigation and disinfection) provided the CHARTERERS are not liable to provide or pay for matters attributable to the OWNER.

All ropes, slings and special runners, actually used for loading and discharging and any special gear, including special ropes, hawsers and chains required by the custom of the port for mooring to be for CHARTERERS's account.

#### **CLAUSE 5. BUNKERS:**

The CHARTERERS at the port of delivery and the OWNER at the port of re-delivery to take over and pay for all /Marine Gas Oil (MGO) / Marine Diesel Oil (MDO) remaining in the vessel's bunker tanks to be paid at the rates ruling at which the CHARTERERS procure IFO/MGO/MDO to stem the Vessel at the time of its delivery at Port Louis.

The Vessel to be delivered and re-delivered with not less than 75 tons MGO/MDO in the vessel's bunker tanks.

CHARTERERS to deduct the value of bunkers expected to be onboard on redelivery at the rates at which the CHARTERERS procured the fuel(MGO/MDO) or any other suitable fuel to be used in the vessel for operating in polar waters at the time of its delivery at Port Louis, Mauritius from the payment of last charter hire, demobilization charges and any other payment due to OWNERS.

#### **CLAUSE 6. HIRE & PAYMENT:**

The CHARTERERS to pay as hire **in quoted currency**INR/USD/EUROs ..... [US Dollars/EUROs ..... only] per day, all inclusive of overtime of the vessel's Officers and Crew and the cost of lubricants, pro rata one minute for part of the day. The charter hire as above is payable commencing in accordance with date of delivery, until the Vessel's re-delivery to the OWNERS.

#### **PAYMENT TERMS AS FOLLOWS**

- a. **1<sup>st</sup> Installment:** 50% of the total mobilization and demobilization charges shall be paid within 15 days of delivery of vessel to CHARTERERS at a berth in Port Louis, Mauritius and submission of invoice in original in order.
- b. **2<sup>nd</sup> Installment:** OWNER will submit proforma invoice in order for an amount equivalent to 15 days of Charter hire charges on pro-rata one minute basis starting from date of delivery of vessel. Charterer shall pay this amount on completion of 15 days of taking over the vessel. Payment will be made within next 3 working days.
- c. **3<sup>rd</sup> Installment:** OWNER will submit proforma invoice in order for an amount equivalent to 15 days of Charter hire charges on pro-rata one minute basis on 16<sup>th</sup> day. Charterer shall pay this amount on completion of 30 days of taking over the vessel. Payment will be made within next 3 working days.
- d. **4<sup>th</sup> Installment:** OWNER will submit proforma invoice in order for an amount equivalent to 15 days of Charter hire charges on pro-rata one minute basis on 31<sup>st</sup>

day. Charterer shall pay this amount on completion of 45 days of taking over the vessel. Payment will be made within next 3 working days.

- e. **5<sup>th</sup> Installment:** OWNER will submit invoice for charter hire charges for the number of days from 46<sup>th</sup> day of taking over the vessel to the date of redelivery of the vessel on pro-rata one minute basis. Charterer shall make the payment within five working days on receipt of OWNER invoice in order.
- f. **6<sup>th</sup> Installment:** OWNER will submit invoice for Balance 50% of the total mobilization and demobilization charges after redelivery of the vessel. The payment will be made by Charterer within 15 days from the date of receipt of invoice in order subject to the satisfactory performance of the vessel.
- g. **Victualling charges:** Victualling charges shall be paid monthly within 15 days of submission of original invoice in order along with supporting documents duly authenticate by Master of Vessel and Chief Scientist/CHARTERERS representative.
- h. **Communication Charges:** Communication charges only for CHARTERERS usage shall be payable as per actual along with supporting documents in the form of telephone/data usage bill in original in English Language and duly authenticated by Master of Vessel and Leader of the Expedition /CHARTERERS Representative within 15 days of submission of invoice in original, along with final charter hire invoice in order.
- i. **Bunkers on Delivery:** The cost of available bunkers onboard vessel at the time of delivery shall be paid to OWNERS by CHARTERERS on the basis of On-hire Joint Bunker Survey, at the prevailing rate at which bunkers have been procured by the CHARTERERS before commencement of Voyage. The payment shall be made within 15 days of vessel delivery and submission of invoice in original and in order.
- j. **Bunkers on Re-Delivery:** The cost of available bunkers onboard vessel at the time of re-delivery on the basis of Off-hire Joint Bunker Survey shall be deducted from De-mobilization charges and/or last charter hire due to OWNERS at the prevailing rate at which bunkers have been procured by the CHARTERERS before commencement of Voyage or subsequent bunkering if any. The any remaining payment shall be made within 15 days of submission of invoice in original by the OWNERS.
- k. **Bunker and condition survey expenses:** The survey expenses to be shared equally by the CHARTERERS and the OWNERS. The 50% of both the survey expenses will be deducted from the last payment due to the OWNER by the CHARTERERS.
- l. **Brokerage Commission (If any) to Agent:** In case of an Indian Nominated Agent, commission (not more than 1.25%) as agreed between the OWNERS and the Agent shall be deducted from the mob-demob charges and charter hire by the

CHARTERERS and paid to the Agent directly in equivalent Indian Rupees within 15 days of submission of invoice in original by the concerned Agent.

- m. For international transfers of funds towards the payments by the NCPOR to the OWNERS, the bank charges that would be applicable within India would be borne by the NCPOR and any charges that would be applicable outside India would be borne by the OWNERS.

Payment of hire to be transferred to:

**OWNERS' BANK ACCOUNT**

**Account Holder Name:**

**Bank Name:**

**Bank Branch:**

**Swift Code :**

**Account Number :**

**Other Details :**

Charter hire is payable every fortnightly in advance. The OWNERS to send a signed invoice to the CHARTERERS 15 (fifteen) working days in advance for the amount of the charter hire and other charges, if any, payable to the OWNERS.

**While making the payment all bank charges within India shall be borne by CHARTERERS and outside of India to the OWNER'S account.**

**CLAUSE 7. RE-DELIVERY:**

The Vessel to be re-delivered on the expiration of the Charter in the same good order as when delivered to the CHARTERERS (fair wear and tear excepted in this trade including normal ice damages) at one safe port at a safe berth at Port Louis, Mauritius as declared by CHARTERERS between 9 a.m. and 6 p.m. during weekdays Monday to Friday and between 9 a.m. and 2 p.m. on Saturday.

**NOTICE:**

The CHARTERERS to give the OWNERS not less than ten days' notice at which port and on about which day the Vessel will be re-delivered. Should the Vessel be ordered on a voyage by which the Charter period will be exceeded, the CHARTERERS to have the use of the Vessel and cabins for the CHARTERERS's personnel to enable them to complete the voyage.

**CLAUSE 8. CARGO SPACE:**

The whole reach and burden of the Vessel only, including as available onboard workshops, radio rooms, cabins for the CHARTERERS's personnel and spaces required for scientific exploration, experiments and research work, lawful deck capacity to be at the

CHARTERERS's disposal, reserving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores.

**CLAUSE 9. MASTER:**

The Master to execute all voyages and nautical operations including Antarctic waters voluntarily to assist research work, experiments, obtaining samples from outside and or ocean bed with the utmost dispatch and to render required assistance with the Vessel's Crew as per Ship's Articles. The Master to be under the orders of the CHARTERERS as regards employment, agency or other arrangements. The CHARTERERS to indemnify the OWNERS against all consequences or liabilities arising from the Master, Officers or Agents signing Bills of Lading or other documents or otherwise complying with such orders, as well as from any irregularity in the vessel's papers or for over carrying goods. The OWNERS not to be responsible for shortage, mixture, marks, nor for number of pieces or packages, nor for damage to or claims on cargo caused by bad stowage or otherwise.

If the CHARTERERS has reason to be dissatisfied with the conduct of the Master, Officers, or Engineers, the OWNERS, on receiving particulars of the complaint, promptly to investigate the matter, and, if necessary and practicable, to make a change in the appointments.

**CLAUSE 10. DIRECTIONS AND LOGS:**

The CHARTERERS to furnish the Master with all instructions and sailing directions and the Master and Engineer to keep full and correct logs accessible to the CHARTERERS or their Agents.

**CLAUSE 11. SUSPENSION OF HIRE:**

During operations for CHARTERERS or other necessary measures to maintain the efficiency of the Vessel, deficiency of OWNER'S men or OWNER'S stores, breakdown of machinery (CTD winch, A Frame, Crane, Deep Sea winch and all other scientific equipment mentioned in the tender document), damage to hull or other accident, either hindering or preventing the working of the Vessel and continuing for more than twenty four consecutive hours, no hire to be paid in respect of any time lost thereby during the period in which the Vessel is unable to perform the service immediately required. Any hire paid in advance to be adjusted accordingly.

**CLAUSE 12. RESPONSIBILITY AND EXEMPTIONS:**

The OWNERS only to be responsible for delay in delivery of the Vessel or for delay during the currency of the Charter and for loss or damage to goods onboard, if such delay or loss has been caused by want of due diligence on the part of the OWNERS or their Manager in making the Vessel seaworthy and fitted for the voyage or any other personal act or omission or default of the OWNERS or the Manager. The OWNERS not to be liable for loss or damage arising or resulting from strikes, lockouts or stoppages or restraint of labour (excluding the Master, Officers or Crew) whether partial or general.

**CLAUSE 13. LOSS OR DAMAGE:**

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The OWNERS to be responsible for Loss/Damage caused to the equipments, accessories or any other items loaded by the Charterers due to the improper or negligent act of the OWNERS personnel.

**CLAUSE 14. EXCLUDED PORTS:**

The vessel not to be ordered to nor bound to enter any place where fever or epidemics are prevalent or to which the Master, Officers and Crew by law are not bound to follow the Vessel. Unforeseen detention through any of the above causes to be for CHARTERERS account.

**CLAUSE 15. LOSS OF VESSEL(S):**

Should the Vessel be lost or missing, hire to cease from the date when she was lost. If the date of loss cannot be ascertained the reckoning shall be from the date of loss reported or last heard or whichever is earlier. Any hire/money paid in advance and not earned shall be returned to the CHARTERERS at once.

Should the Vessel be lost which to include constructive and or commercial total loss, at any time during this Charter Party, then the OWNERS not to be bound by the substitution clause prescribed in this Charter Party.

**CLAUSE 16. OVERTIME:**

**The Vessel(s) to work day and night as per ships articles as and where required by the CHARTERERS.**

See Clause 30

**CLAUSE 17. LIEN:**

Other than the scientific equipment and materials, additional equipment installed, brought or installed onboard the vessel by CHARTERERS or on behalf of CHARTERERS to be on CHARTERERS's account only, the OWNERS to have a lien upon all cargoes and sub-freights belonging to the Time-CHARTERERS and any Bill of Lading freight for all claims under this Charter, and the CHARTERERS to have a lien on the Vessel for all moneys paid in advance and not earned.

**CLAUSE 18. SALVAGE:**

All salvage and assistance to other vessels to be for OWNER'S and the CHARTERERS's equal benefit after deducting the Master's and Crew's proportion and all legal and other expenses including hire paid under the charter for time lost in the salvage, also repairs of damage and fuel oil consumed. The CHARTERERS to be bound by all measures taken by the OWNERS in order to secure payment of salvage and fix its amount.

**CLAUSE 19. SUBLET:**

The CHARTERERS to have the option of subletting the Vessel, giving due notice to the OWNERS, but the original CHARTERERS always to remain responsible to the OWNERS for due performance of the Charter.

**CLAUSE 20. WAR: (“Conwartime 1993”)**

(A) For the purpose of this Clause, the words:

(i) “OWNERS shall include the shipOWNERS, bareboard CHARTERERS, disponent OWNERS, managers or other operators who are charged with the management of the Vessel and the Master, and

(ii) “War Risks” shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), 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 OWNER ship, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, of 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 become dangerous to the Vessel, her cargo, Crew or other persons onboard 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 onboard 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 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 OWNER ship, or against certain cargoes or crew 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 therefore 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’s orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the CHARTERERS to the OWNERS at the same time as the next payment of hire is due.

E) 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 such bonus or additional wages shall be reimbursed to the OWNERS by the CHARTERERS at the same time as the next payment of hire is due.

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 authority to give the same under the terms of the war risks insurance:

(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, 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 divert and discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier:

(v) to divert and call at any other port to change the crew or any part thereof or other persons onboard the Vessel where there is a 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 OWNER's 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 the 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.

#### **CLAUSE 21. CANCELLING:**

Should the Vessel not be delivered as set out between 01 and 10 January 2020 and for optional season(s), if exercised, by mutually agreed date in / January 2021 and January 2022, the CHARTERERS to have the option of cancelling the Charter.

If the Vessel(s) cannot be delivered by the cancelling date, the CHARTERERS, if required, to declare within 48 hours after receiving notice thereof whether they cancel or will take delivery of the Vessel.

#### **CLAUSE 22. DISPUTE RESOLUTION:**

All disputes arising under this Charter Party shall be settled in India in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (No. 26 of 1996) or any other further amendments thereof and under the Maritime Arbitration rules of the Indian Council of Arbitration.

**CLAUSE 23. ARBITRATION**

The Arbitrators to be appointed from out of the Maritime Panel of Arbitrators of the Indian Council of Arbitration. The Arbitrators shall be commercial men and should be acceptable for both Charterers and OWNERS.

**CLAUSE 24. COMMISSION:**

The Commission for Indian Agent, if any, in any case not more than 1.25% payable by ship OWNER on gross hire earned and mobilisation and demobilisation charges. The same shall be deducted by the CHARTERERS while paying charter hire and mobilisation and demobilisation charges to the ship OWNERS and will be paid to the Indian agent in Indian Rupees converted at the exchange rate prevailing on the day of payment.

Clauses 25 to 73, both inclusive as attached and “For good order sake” Item 1 to 30 as attached and General Arrangement documents and reference to ‘Fire fighting and Life saving appliances, Estimated fuel consumption pattern Per annexure I, as attached herewith, are deemed to be incorporated in this Charter party.

**OWNERS**

.....

**CHARTERERS**

**For and on behalf of CHARTERERS  
National Centre for Polar &  
Ocean Research, (Ministry of Earth  
Sciences, Government of India )  
Headland Sada, Vasco-da-Gama,  
Goa403804**

**Clause 25(A)**

The details of the \_\_\_\_\_ are as per the General arrangement Plan of the vessel attached (contents of same always subject to / overruled by the Vessel’s particulars / details as attached specified hereunder)

**Main details of \_\_\_\_\_ as follows:**

OWNERS: \_\_\_\_\_ (Name and Complete Address)\_\_\_\_\_

Direct or disponent OWNERS Performing\_\_\_\_\_

**DESCRIPTION OF THE VESSEL (FULL TIME CHARTER DESCRIPTION)**

**Name of vessel :** \_\_\_\_\_

**1. TYPE :** \_\_\_\_\_

BUILT : \_\_\_\_\_  
 FLAG : \_\_\_\_\_  
 PORT OF REGISTRY & CLASS: \_\_\_\_\_  
 CLASSIFICATION SOCIETY: \_\_\_\_\_  
 IMO NO.: \_\_\_\_\_  
 OFFICIAL NO.: \_\_\_\_\_  
 CALL SIGN: \_\_\_\_\_  
 INMARSAT- PHONE: \_\_\_\_\_  
 FAX: \_\_\_\_\_  
 INMARSAT-TLX: \_\_\_\_\_  
 SC NBR: \_\_\_\_\_  
 MMSI NO.: \_\_\_\_\_  
 LOA: \_\_\_\_\_  
 LBP: \_\_\_\_\_  
 BREADTH MOULDED: \_\_\_\_\_  
 DEPTH MOULDED: \_\_\_\_\_  
 NATIONALITY/NUMBER OF OFFICERS: \_\_\_\_\_  
 NATIONALITY/NUMBER OF CREW: \_\_\_\_\_

**2. DRAFTS/DEADWEIGHT MTRS/MTNS**

TROPICAL/SW \_\_\_\_/\_\_\_\_  
 TROPICAL FWA (SUMMER DRAFT): \_\_\_\_ MM  
 LOADED SUMMER TPC: \_\_\_\_MTNS/CM  
 CONSTANT(LUB OIL AND UNPUMPABLE BALLAST INCL,FW EXCL): \_\_\_\_ MTS

**3. TONNAGE GROSS/NET**

INTERNATIONAL: \_\_\_\_/\_\_\_\_  
 SUEZ: \_\_\_\_/\_\_\_\_  
 PANAMA: \_\_\_\_

**4. DIMENSIONS OF CARGO SPACES**

**HOLDS**  
 NO. LENGTH BREADTH HEIGHT

**TWEENDECKS**  
 NO. LENGTH BREADTH HEIGHT

**HATCHES DIMENSIONS**  
 NO. MAIN DECK/BETWEEN TWNS/HOLDS POSITION

HEIGHT OF HATCH COAMINGS: \_\_\_\_  
 HATCH COVERS TYPE: \_\_\_\_\_  
 METHOD OF OPENING: \_\_\_\_\_

ATTENTION: REAL LENGTH,BREADTH,HEIGHT ARE,MAINLY MORE OR LESS,  
AND VARIOUS BEING DEPENDED ON CORRUGATION, FRAMING, HOPPER,  
PLATES, HULL'S SHAPE

HATCH COVERS:  
PILLARS :

HOLD CAPACITY  
NO. BULK/CBM BALE/CBM  
TWEENDECKS CAPACITY  
CONTAINER CAPACITY IN UNITS 20/40 FEET :  
HOLD, TWEENDECK, HATCH COVERS:

CONTAINER FITTED: VESSEL PROVIDED WITH STANDARD LASHING MATERIAL

**5. RO-RO EQUIPMENT** (if any)\_\_\_\_\_

**6. MAX PERMISSIBLE LOADS (T/SQ.M):**

HOLD(s)  
HATCH COVERS:  
TANK TOP:  
TWN DECK:

**7. CARGO GEAR:**

NUMBER OF CRANES: \_\_\_\_\_  
MANUFACTURER: \_\_\_\_\_  
MANUFACTURERS NOS: \_\_\_\_\_

CRANES CAPACITY: \_\_\_\_\_  
MAX RADIUS (MTRS): \_\_\_ M (HOOK)  
MIN RADIUS (MTRS): \_\_\_ M  
HIGHEST HOOK POSITION: \_\_\_ M ABOVE DB  
HOISTING SPEED: \_\_\_ M/MIN  
SLEWING SPEED: \_\_\_ RPM  
LUFFING TIME: \_\_\_ SEC (TOPPING OF JIB)  
SLEWING SECTOR: \_\_\_/DOUBLE \_\_\_ GRAD

**8. MAIN ENGINE (ME):** \_\_\_\_\_

MAIN ENGINE DESCRIPTION: \_\_\_\_\_  
MAIN ENGINE BORE & STROKE: \_\_\_\_\_  
OUTPUT(KW/BHP)/RPM: \_\_\_/\_\_\_ KWT/HP AT \_\_\_RPM  
FUEL GRADE: \_\_\_\_\_  
STANDARD: \_\_\_\_\_  
DENSITY \_\_\_KG/M3, ALUMINA - \_\_\_MG/KG

**9. AUXILIARY ENGINE** : \_\_\_ UNITS

TYPE : \_\_\_

RPM : \_\_\_

FUEL GRADE : \_\_\_

GENERATORS : \_\_\_

OUTPUT : \_\_\_

**10. PROPULSION** : \_\_\_.

DIAM : \_\_\_

WEIGHT : \_\_\_ KGS

**11. EVAPORATOR:** \_\_\_

TYPE: \_\_\_

CAPACITY: \_\_\_

## **12. CONSUMPTION**

SERVICE SPEED/DAILY CONSUMPTION

SEA LOADED PASSAGE:

SEA BALLAST PASSAGE:

IN PORT

IDLE:

WITH SHIP'S CRANE IN USE

PORT CONSUMPTION:

ADDITIONALLY

BALLASTING/DEBALLASTING: \_\_\_ MTS MDO

BOILER IS REQUIRED: \_\_\_ MTS IFO 40

THEN AIR TEMP. BELOW 5 DEG \_\_\_ MTS IFO 40

THEN AIR TEMP -30-40 DEG (C) \_\_\_ MTS IFO 40

ANY OTHER CONDITION

## **13. TANK CAPACITY**

WATER BALLAST: TOTAL: \_\_\_ CBM

FUEL OIL: 90 PCNT: \_\_\_/\_\_\_ T/CBM (INCL OVERFLOW TANK)

TOTAL: \_\_\_/\_\_\_ T/CBM

DIESEL OIL: 90 PCNT: \_\_\_/\_\_\_ T/CBM

LUBRICATING OIL: \_\_\_/\_\_\_ T/CBM

ALL SLUDGE AND DIRTY TANKS: \_\_\_/\_\_\_ T/CBM

FRESH WATER TANKS CAPACITY: \_\_\_ CBM

UNPUMPABLE TANK RESIDUES:

FUEL \_\_\_ MTS

LUB \_\_\_ MTS

BALLAST \_\_\_ MTS

FW \_\_\_ MTS



ALL PRESCRIBED CERTIFICATES IN THE “SPECIFICATION OF SHIP DATED \_\_\_\_\_ WOULD BE VALID ON VESSEL’S DELIVERY. FOR \_\_\_\_\_ OWNERS WOULD FURNISH A CERTIFICATE THAT “PERFORMING VESSEL WOULD MEET

ALL SAFETY REGULATIONS IN RESPECT OF LIFE SAVING APPLIANCES, FIRE FIGHTING APPLIANCES, FOR A VESSEL SPECIFYING CARRIAGE OF 40 CHARTERERS’ PERSONNEL, BESIDES VESSEL’S OFFICERS AND CREW.

**19. OTHERS**

RADAR MAST WITH ANTENNA: \_\_\_\_MTRS

MOORING ROPES SYNTHETIC : \_\_\_\_M

WIRE COMBINED ROPES: \_\_\_\_M

CO2 FITTED: \_\_\_\_

ITF FITTED: \_\_\_\_

GRAIN FITTED: \_\_\_\_

ELECTRIC VENTILATION FITTED: \_\_\_\_

**20. WATER PRODUCTION/DAY\_\_LITRES/HOUR**

**21. LIFE BOATS/ LIFE RAFTS/ZODIAC**

\_\_\_\_PIECES LIFE BOATS CAPACITY FOR \_\_PEOPLE EACH, IN TOTAL  
\_\_\_\_PERSONS TO BE ACCOMODATED WITH LIFE BOATS.

**22. NO OF CABINS AVAILABLE FOR PASSENGERS:**

THERE ARE \_\_CABINS, \_\_CABINS – 2 SEATERS. \_\_CABINS - 3 SEATER, \_\_  
SINGLE CABIN

**23. DINING HALL (SITTING CAPACITY)**

**24. RECREATION ROOM; \_\_\_\_ SQUARE METRES.**

**25. NO OF GALLEY (KITCHEN).**

**26. BOILER:**

**27. BUNKER (MGO/MDO) CAPACITY (METRICTONS)**

FUEL OIL; 90 PERCENT \_\_\_\_/\_\_\_\_ TONS (INCLUDING OVERFLOW TANK)

TOTAL \_\_\_\_/\_\_\_\_ TONS/CBM

DIESEL OIL: 90 PERCENT ; \_\_\_\_/\_\_\_\_ TONS/CBM

HENCE TOTAL : \_TONS

**28. SPEED**

MAXIMUM

IN LOADED/BALLAST CONDITION \_\_\_KNOTS

SPEED NORMAL CRUISING

IN LOADED/BALLAST CONDITION \_\_\_\_ KNOTS

**29. FUEL GRADE**

CONSUMPTION DETAILS

SERVICE SPEED/DAILY CONSUMPTION

SEA LOADED PASSAGE:

SEA BALLAST PASSAGE:

**30. THE VESSEL SHOULD BE USING MARINE GAS OIL (MGO) / MARINE DIESEL OIL (MDO) /IFO as applicable****31. THRUSTERS****BOW/STERN THRUSTER\_\_\_\_\_****ALL DETAILS ABOUT AND GIVEN IN GOOD FAITH.****ENDURANCE:**

The Vessel has an endurance of sixty five days in the area of operation in Southern Ocean up to 69 degrees South Latitude including the voyage time. The Vessel has sufficient bunkering facility to store fuels for its own consumption for the entire period of chartering.

**COMMUNICATION AND NAVIGATION FACILITIES:**

The Vessel will have adequate communication and navigational equipment onboard for ship operations. These include HF, VHF and satellite communication equipment having e-mail and internet facility. The satellite communication systems will be pointed towards the Indian Ocean region of satellites for uninterrupted access by the CHARTERERS from India. CHARTERERS have an option to use the vessel's communication equipment subject to proper record-keeping of such usage and including entries in the ship's radio logbook as appropriate. Each phone call and message sent to be recorded / logged in ship's radio logbook. At the end of each month, the vessel's radio-officer should prepare and CHARTERERS's staff should sign monthly radio station bill, confirming the fact of the services rendered. The CHARTERERS are to pay communication cost within 10 banking days upon receipt of the invoice and supporting documents from the OWNERS. The vessel will also have Radar, GYRO Compass, Echo-sounder measuring depths up to more than 7000 metres, GPS, weather facsimile recorder, ice-information receiving equipment any other requisite equipment for navigation of the vessel in Antarctic waters. All this equipment and data will be made available to the CHARTERERS's personnel for scientific observation and



operational requirements. It will have the standby set-ups for all these operationally needed equipment.

### **Clause 25(B)**

The fuel consumption stated in 25(a) is an approximate estimate only. The daily consumption of IFO and MDO with bunkers remain onboard (BroB) will be furnished by the Master to the CHARTERERS / CHARTERERS's representative / Expedition Leader and the expenses will be borne by the CHARTERERS as per actual.

Overall estimated consumption of fuel pattern is as per Annexure I attached for vessel which pattern is an estimation only and entirely dependent on the actual ice / weather conditions in the Southern Ocean waters upto 69 degree South Latitude, As such, all figures in the pattern given as attached are without guarantee.

In addition to quantities of bunkers on delivery for season, the CHARTERERS to arrange stem and take onboard bunkers prior to departure from Port Louis, Mauritius for their voyage to Southern Ocean waters upto 69 degree South Latitude. Based on cruise plan of CHARTERERS the Master to recommend estimated quantities of bunkers with due regard to safety margin.

The Master of the Vessel to furnish daily quantities of fuels consumed as per actual and duly recorded in the ship's logbook to the CHARTERERS's Expedition Leader / Representative onboard the vessel. The final settlement of the bunkers consumed to be based on the daily recordings in the ship's logbook and copy of which furnished to the CHARTERERS's Expedition Leader / Representative onboard.

### **CLAUSE 26 Accommodation:**

The Vessel has fully air-conditioned, including room heaters, in accommodation for 40 (forty)/ as per actual (this will be informed before 10 days of delivery of the vessel) of CHARTERERS, besides the Vessel's crew. The entire living accommodation is in the superstructure of the Vessel. Each cabin will have a working table, chairs and sufficient space for members to keep Southern Ocean and Antarctic winter clothing and their daily utility items. Each cabin will also have electrical points (Indian type) to operate electrical gadgets.

The whole reach and burden of the Vessel as available onboard workshops, radio rooms, cabins for CHARTERERS's personnel and spaces required for scientific exploration, experiments and research work, lawful deck capacity to be at the disposal of the CHARTERERS.

The Vessel will have adequate waste-disposal facilities, recommended for Southern Ocean/Antarctic waters both for solid and liquid wastes.

The Vessel will have proper medical facilities including a qualified doctor to meet the emergency medical needs of the CHARTERERS's personnel.

Medicines and equipment to be as per required regulations with sufficient storage space.

The Vessel will have proper kitchen with adequate number of gadgets and crockery, dining hall to accommodate about 30 persons at a time and sufficient number of washing machines for the use of the CHARTERERS's personnel.

The Vessel will have sufficient life saving equipment to rescue the CHARTERERS's personnel and crew, in any unforeseen eventuality as per the International Requirements.

The Vessel will have facilities such as television, audio, library, gymnasium, table tennis and few in-door games for the use by the CHARTERERS's personnel. It will have room with attached bath and toilet facilities for the use of the Expedition Leader with pc/printer/email and internet, refrigerator etc.

The Vessel will have an office room equipped with pc, printer, email, internet and photocopier for the use by the CHARTERERS's personnel. Cabins should be provided with suitable power adapters for operating PC/Laptops or other equipment of Indian type.

The OWNERS of the Vessel should be willing to take up welding jobs those may be necessary for securing/anchoring the cargo and any other installations, such as winch, other scientific instruments etc. those may be needed by the CHARTERERS's personnel for scientific / operational purpose.

Adequate fresh water facilities for bath and potable drinking water for consumption by expedition members will be available. Potable drinking water [mineral water in sealed bottles] for at least 4 liters per person per day to be provided by the ship. Additional means of producing fresh water onboard the vessel will be available.

The Vessel is equipped with an intercom system in the mess rooms, lounge, living rooms, labs and deck.

Running hot and cold water will be available at all times.

Details of the Fire Fighting equipment:

The vessel is fully CO<sub>2</sub> fitted in all holds/engine room including fire detection system. Equipment is as per IMO standard.

The Vessel will be fitted with fire fighting appliances for all persons to be carried onboard in accordance with the \_\_\_\_\_, the classification society of the vessel, for the voyage to Southern Ocean.

Number of life Safety boats/capacity:

\_\_\_ life boats – one each on port and starboard side with a capacity of \_ persons each, 2 x 25 persons launching type life rafts sufficient enough to rescue the CHARTERERS' personnel

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and crew, in any unforeseen eventuality. Same to meet the safety regulations and conform to the safety equipment certificate issued by the authorities for Antarctic Trading. One of the lifeboats can be used as a rescue boat for the CHARTERERS's personnel. The Vessel will be fitted with life saving appliances for all persons to be carried onboard in accordance with the \_\_\_\_\_, the classification society of the vessel, for the voyage to Southern Ocean

### **Victualling:**

The CHARTERERS to pay the OWNERS victualling costs at the rate of INR/USD/EURO .... **(Rupees/US Dollars/ EUROS .....only)** per man per day for the number of the CHARTERERS's personnel at the end of every month. The OWNERS to send invoices for same to the CHARTERERS 15 (fifteen) days in advance.

### **CLAUSE 27:**

The OWNER confirms that they will have onboard the vessel \_\_\_\_\_(Vessel)\_\_\_\_\_ experienced master having the experience of ice trading in the Arctic and/or Antarctic waters and in addition the Chief Officer or Chief Engineer will have experience from Arctic and/or Antarctic trading. The balance of the officers and crew will also be individually selected in order to endeavor that most or all of the crew have either Arctic and/or Antarctic ice trading experience.

### **CLAUSE 28**

Technical experts to be provided by OWNERS to operate all scientific equipment/other machineries onboard.

### **CLAUSE 29**

The Vessel(s) shall not be obliged to force such strength of ice in excess of what can reasonably be expected of this Vessel in this trade as per description. The purpose of the Charter Party will bring the vessels in areas with ice and icebergs and the OWNERS to ensure that the Master to be fully experienced in such trade, alternatively the Master will follow the instruction of the Ice Navigator/Pilot.If however, the Master considers it dangerous for this above described Vessel(s) to remain at the research areas for fear of the vessels being frozen in and/or damaged, he has the liberty to sail to a convenient open place and wait for the CHARTERERS's new instructions.

Unforeseen detention through any of the above causes to be for the CHARTERERS's account.

In case that the Vessel(s) should be frozen in at Southern Ocean waters upto 69 degree South Latitude area making it unable to reach open waters before the end of the season, then the hire payable charges to be paid as follows: For the first 15 (fifteen) days 100% (hundred percent), thereafter for the next 30 (thirty) days 75% (seventy five percent) and thereafter 50% (fifty percent) of the daily hire until leaving the area again.

**CLAUSE 30:**

The Vessel(s) to work day and night as per Ship's Articles as and where required by the CHARTERERS always consistent with the safety of the crew, vessel, cargo and the Vessel's crew shall operate appropriate machinery onboard the vessel for loading and unloading cargoes, materials, structures, containers, provisions when necessary embarking and disembarking passengers and assist in all other operations associated with the employment of the vessel in so far as the vessel is manned, certified and capable of without making any claims for additional payments.

**CLAUSE 31:**

During the period of this Charter, this Vessel is not allowed to go for a salvage and/or assistance to other vessels in distress unless for the purpose of saving life only.

**CLAUSE 32:**

Without prejudice should the vessel(s) put back whilst on voyage by reason of an accident to or breakdown to the Vessel or sickness or accident to a member of the crew onboard, the hire shall be suspended from the time of her putting back until she is again in the same or equivalent position and the voyage to be resumed there from. The cost of fuel consumed during the period and other expenses to be for OWNER's account.

**Penalty clause:** If any breakdown is more than once in a month and such breakdown hamper the operations of the Charterers working, the time lost beyond 18/12/6 hours for respective breakdowns to be counted as off-hire. However, breakdown of any machinery and equipment is more than once in a voyage and such breakdown hamper the operation of the Charterers working, the time lost beyond 18/12/6 hours for respective breakdowns to be counted as off-hire. Statement of facts in respect of above to be drawn, log book entry to be made by Ships Officer(s) and the statement of facts to be signed by Master and Charterers Representative immediately after the happenings.

If any equipment of machinery fails/rendered non-operational or lost, the vessel will be off-hired. However, if still the Charterer opts to carry out cruises for other purposes as long as the same suits to Charterers, the OWNERS should ensure that the faulty or lost equipment/machinery to be rectified/replaced at the earliest. For the period of non-availability of such equipment, suitable deductions shall be made for such equipment / machine as per the day deductions shall be made for such equipment / machine as per the day deductions as below:

*Equipment/facility Deductions (Per day of charter hire)*

1.	CTD (and/or Incl. Rosette & bottles)	25%
2.	CTD winch	25%
3.	ADCP	20%
4.	Thermosalinigraph	20%
5.	Automatic Weather Station (AWS)	20%
6.	MPN (inclusive of all nets)	20%
7.	Sediment gravity corer	20%
8.	Echo Sounder [Deep 8000m & shallow 1000m]	20%
9.	A Frame	20%
10.	Hydraulic Telescopic crane at the Aft	20%
11.	Deep Sea winch	20%
12.	Mili Q for ultrapure water supply	20%
13.	Hot air oven	10%
14.	Laminar flow(clean bench)	15%
15.	Incubators	15%
16.	Stereozoom Microscope	10%
17.	Inverted Microscope for phytoplankton observation	10%
18.	Any lab facility	15%
19.	Computer lab	10%

**CLAUSE 33:**

Joint bunker and condition surveys by an independent surveyor to be held on delivery and re-delivery with CHARTERERS's observers onboard. Survey expenses to be shared equally by the CHARTERERS and the OWNERS. The 50% of both the survey expenses will be deducted from the last payment due to the OWNER by the CHARTERERS.

**CLAUSE 34:**

The OWNERS undertake to take and maintain during the currency of this Charter Party the following insurances in respect of the vessel(s):

- A. Hull Insurance on the basis of Institute Time Clause (Hulls) including 4/4 Running Down Clause or equivalent conditions, covering the vessel subject to a sum insured of not less than the full market value of the vessel. This insurance shall also include ice damage of whatever kind. Any deductibles for OWNER'S account. The OWNERS to arrange CHARTERERS's liability on Hull insurance with the CHARTERERS insured and the cost of this Insurance shall be borne by the OWNERS.
- B. Full P & I Club entry with a P & I Club of the London Group or equivalent. The OWNERS guarantee that the Vessel is fully P & I Club covered and her P & I Club is to be a member of an international group of P & I Club and the OWNERS guarantee that the Vessel's class is a member of the IACS and will remain so throughout the duration of this Charter Party.
- C. Hull Insurance policy shall include the CHARTERERS as co-assured and shall contain a waiver of subrogation for the benefit of the CHARTERERS.

**CLAUSE 35:**

As long as the Vessel is on hire to the CHARTERERS, the CHARTERERS have the benefit of any Insurance premium returns receivable by the OWNERS from Underwriters (as and when received from the Underwriters) by reason of the Vessel staying in a safe port for a minimum period of 30 days.

**CLAUSE 36:**

Insurance for charters personnel and equipment:

The CHARTERERS to purchase liability insurance covering their personnel/equipment and materials.

**CLAUSE 37:**

The CHARTERERS have the right to use all facilities equipments on the vessel including access to kitchen, rooms, gymnasium, etc., avail medical facilities and use the vessel's radio station, including telex machines, satellite navigator and Marisat onboard through their own qualified personnel and through the OWNER's qualified personnel and without any hindrance from the Master or crew of the vessel against payment of actual costs to the OWNERS and compensation for any damages done by the CHARTERERS or by the CHARTERERS's personnel.

**CLAUSE 38:**

New Both to Blame Collision Clause and the New Jason Clause are deemed to be incorporated in this Charter Party.

**CLAUSE 39:**

For delivery/redelivery Port Louis, Mauritius :

The sum of INR/USD/EUROs ...../-( Rupees/US Dollars/EUROs ..... only) as 50% of mob/demob amount to be paid by the CHARTERERS on delivery of the vessel at, PORT LOUIS, MAURITIUS to the OWNER'S bank account in lumpsum for Season 2020.

The sum of INR/USD/EUROs ...../-( Rupees/US Dollars/EUROs ..... only) as balance 50% of mob/demob to be paid by the CHARTERERS after re-delivery of the Vessel at one safe port , PORT LOUIS, MAURITIUS to the OWNER'S bank account in lump-sum for season 2020.

The said mobilisation / de-mobilisation charges paid to the OWNERS by the CHARTERERS (for delivery/redelivery Port Louis, Mauritius) is for the OWNERS mobilising the Vessel to suit the CHARTERERS's requirements with reference to Clauses 26, 40, 63 and 64 and providing required modifications /equipments and provisions and are applicable for Season 2020.

## **OWNERS' BANK ACCOUNT**

**Account Holder Name:**

**Bank Name:**

**Bank Branch:**

**Swift Code:**

**Account Number:**

**Other Details:**

### **CLAUSE 40:**

The CHARTERERS may inspect the performing Vessel prior to delivery at a place and date to be mutually agreed and if any defect in class, lack of facilities or amenities, as prescribed herein, seaworthiness, Vessel's equipment including gear defect and or diversions from agreed mobilisation arrangements is found, same to be rectified by the OWNERS prior to delivery.

The CHARTERERS may inspect the Vessel, prior signing the Delivery Certificate as attached at the port of delivery for proper and efficient functioning of utilities such as (a) air-conditioning / heating arrangements in CHARTERERS's accommodation; (b) proper functioning of toilet system including drainage from bathrooms / washbasins (including those in the kitchen / galley area) ; (c) water distillation / storage and distribution system for supply of clean and potable drinking water; (d) communicational and navigational equipments including those"; (e) operation of all scientific equipments/machineries onboard and other particulars mentioned in Clauses 25 (a), (b), 26, and Annexure-II of this Agreement.

To facilitate such an inspection at the port of delivery, The OWNERS may provide a Certificate from an independent Surveyor attesting that 'utility' / 'support systems' are in line with mobilization arrangements, which inspection may be carried out by the said surveyor at the port where the Vessel is mobilizing prior arrival at port of delivery.

Should any deficiencies be found, the OWNERS to rectify same prior to delivery. Such inspection and survey will in no way absolve the OWNERS from their responsibility in respect of any defect relating to seaworthiness, Vessel's equipments and compliance of other terms of this Agreement. The OWNERS in addition should take on sufficient stock of spare parts as per the requirements of the Classification Society and the Ship's Officers and Crew should be able to repair breakdowns to the best of their ability etc. occurring in above 'utility' / 'support systems' until the Vessel's re-delivery. For any breakdowns / repairs in the 'utility' / 'support systems' beyond 24 (twenty four) hours from the time of the occurrence of the breakdown until the restoration to normalcy for such instances occurring, until vessel's re-delivery to the OWNERS, the CHARTERERS can deduct up to 10% (ten percent)) of daily Charter hire. All such incidents should be logged by the Master / Chief Engineer by a written complaint and compulsorily counter signed by the Leader of the Expedition for later verification / adjustments.

However, the Vessel / OWNERS are not responsible for such breakdowns necessitated by the CHARTERERS's personnel's negligence, willful misconduct and / or damage or ascertain to

such a breakdown / inefficiency occurring due to non-expertise in navigation / technical shortcomings being purported / alleged. The Master / Chief Engineer to log such instances as well and to inform the CHARTERERS through the Leader of the Expedition and / or directly as they so desire.

**CLAUSE 41:**

Minimum four technical experts for scientific equipment operations/repair has to be provided round the clock by the OWNERS for the CHARTERERS usage.

If any equipment loss occurred due to the negligence of the onboard operators the cost of the equipment will be on OWNERS account. A proper log book entry should be made for any such loss of equipments on the spot.

Should by nature of expedition outside normal trading areas and accessibility to repair work / spares (other than those carried aboard) breakdowns occur due to “force majeure” in spite of the OWNERS making the Vessel in terms of ‘utilities’ / ‘support systems’ seaworthy and in line with mobilisation arrangements agreed to upon including availability of major spares etc. same not to apply for aforesaid deduction.

**CLAUSE 42:**

Sufficient potable water [standard quality mineral water] for drinking purpose per person per day minimum 4 liters, to be provided.

**CLAUSE 43:**

CHARTERERS shall have onboard the vessel only the right to install, replace, repair and remove any time (including and in any event at the time of re-delivery of the Vessel) all scientific and research equipments and materials belonging to the CHARTERERS. Any necessary repairs caused by installation and removal of the CHARTERERS’s equipment to be at CHARTERERS’s time and cost.

The CHARTERERS have an option to furnish the Vessel with other equipment to be required for performing of the Voyage, provided they are to be fully responsible for the installation, tuning, maintenance and removing of such equipment. All said equipment to be fully certified and approved by a well known classification society, where appropriate. All said equipment shall not affect the safety of navigation, safety of lives and health of the personnel onboard. In case of any breakdown of such equipment, due to any reasons, the CHARTERERS have to arrange repair at the first suitable place for their own account and the OWNERS shall not be responsible for any time loss and any consequences and expenses which may arise owing to failure of such equipment. On completion of using of the installed equipment the CHARTERERS have to arrange full removal of such equipment at their cost and time. The Vessel’s crew to give all assistance to the CHARTERERS’s personnel in installation / fixing and dismantling of the CHARTERERS’s equipment.



**CLAUSE 44:**

Onboard the vessel only, the pantry to be open for the CHARTERERS's personnel round-the-clock, due to nature of their work. For Indian style food, the OWNERS providing the necessary facilities for all cooking arrangements and preparations. The OWNERS to arrange one Indian style cook and 2 (two) Mess Stewards exclusively for attending to the CHARTERERS's personnel's work / accommodation etc. at the OWNER's cost on their payroll.

**CLAUSE 45:**

Routing, Survey, Research work and all data and samples collected will be the property of the CHARTERERS. The OWNERS, Master and their employees shall not have any right over it or disclose the information about the work to any other party during the Charter period or after expiry of the Charter.

**CLAUSE 46:**

Subject to Clause 37 above, the CHARTERERS's Representative onboard will have free access on-board the vessel only, to the communications systems of the Vessel and will have the liberty to send messages or data to any party or parties. The Radio Room will be available for the CHARTERERS's personnel round- the-clock due to the nature of their work but operations of equipment only by the Ship's Radio Personnel (or by the CHARTERERS's designated person, if so, allowed by the Master).

**CLAUSE 47:**

The CHARTERERS will have the liberty of installing their communications / data transmitting systems or any other equipments, if need be onboard on the vessel only.

**CLAUSE 48:**

The equipment will remain the property of the CHARTERERS who will be entitled to remove the same on the Vessel's re-delivery.

**CLAUSE 49:**

CHARTERERS to deduct the value of bunkers expected to be onboard on redelivery at the rates at which the CHARTERERS procured MGO/MDO/ at the time of its delivery at Port Louis, Mauritius from the payment of last charter hire, demobilization charges and any other payment due to OWNERS.

**CLAUSE 50:**

The Master, Officers and Crew to render all possible assistance to salvage, retrieving of any equipment, personnel, stores, fallen or lost overboard during the period of charter hire.

**CLAUSE 51:**

If the OWNERS fail to deliver the vessel(s), they shall be liable to pay all advances, if any, paid by the CHARTERERS to the OWNER.

**CLAUSE 52:**

The OWNERS to give Notice on Fixing followed by 25/15/10 days approximate and 5 days definite notice for seasons to the CHARTERERS to : NATIONAL CENTRE FOR POLAR AND OCEAN RESEARCH, MINISTRY OF EARTH SCIENCES, Government of India, Headland Sada, Vasco-Da- Gama, Goa 403804 Tel: +91-832-2525513 Fax : +91-832-2525877 Email: [anil@ncaor.gov.in](mailto:anil@ncaor.gov.in)

**CLAUSE 53:**

It is understood that the time limit for recourse of claims between the OWNER and the CHARTERERS is 15 (fifteen) months from the redelivery date.

**CLAUSE 54:**

The CHARTERERS shall not be liable for loss of life nor personal injury nor arrest or seizure or loss or damage to the Vessel, her equipment or other objects arising from perils, accidents or working on-board, unless otherwise specified in the terms of this Charter Party or caused by the CHARTERERS's negligence.

**CLAUSE 55:**

For the vessel all, (duly substantiated by log, reports and officially recognized claims) off-hire time in CHARTERERS's discretion be added to the period of hire. This should be declared 10 (ten) days prior to expiry of the charter period.

**CLAUSE 56:**

The Vessel to have onboard valid certificates from the classification society of the Vessel(s), safety certificates, valid certificates for equipment onboard and certificates covering risks in connection with oil pollution.

**CLAUSE 57:**

The crew onboard the vessel to cooperate fully in carrying out the CHARTERERS's instructions for scientific research and experiments purposes.

**CLAUSE 58:**

The OWNERS guarantee that the vessel(s) are always safe in ballast without any solid ballast being required.

**CLAUSE 59:**

If any special vaccinations against cholera, yellow fever or any other diseases are required by the Port Authorities, the Master, Officers and Crew to be inoculated, vaccinated at the OWNERS expense and certificates to be kept onboard, likewise the CHARTERERS's personnel at the CHARTERERS's expense.

**CLAUSE 60:**

The OWNERS have the option to substitute similar tonnage conforming to the CHARTERERS's requirements as per this Charter Party agreement subject to the CHARTERERS's acceptance of it eight weeks before the declared laycan period.

**CLAUSE 61:**

The OWNERS will have onboard the vessel Satellite communications / Satellite Navigation Equipment, with the cost of equipment, insurance and installation on the OWNER's account. MAGNAVOX 1142 / equivalent.

**CLAUSE 62: Charter Hire**

The CHARTERERS to pay as hire **in quoted currency** INR/USD/EUROs ...../-(**Rupees/US Dollars/EUROs ..... only**) per day, all inclusive of overtime of the vessel's Officers and Crew and the cost of lubricants, pro rata one minute for part of the day. The charter hire as above is payable commencing in accordance with date of delivery until the Vessel's re-delivery to the OWNERS.

Payment of charter hire to be transferred to:

**OWNERS' BANK ACCOUNT**

**Account Holder Name**

**Bank Name**

**Bank Branch**

**Swift Code**

**Account Number :**

**Other Details**

**While making the payment all bank charges within India shall be borne by CHARTERERS and outside of India to the OWNER's account.**

**CLAUSE 63:**

The Vessel to provide suitable and adequate communication and navigational facilities for the ship's operations in Southern Ocean waters upto 69 degree South Latitude, ship-to-shore contact etc. These include suitable VHF/HF as per the CHARTERERS's specifications / frequencies, provided these frequencies are within the frequencies standard on international merchant vessels, satellite communications, GMDSS, internet etc. for communications

purposes and Radar, Gyro Compass, Echo Sounder, weather Facsimile and other requisite equipment for navigation of the Vessel in Southern Ocean waters.

Two IMARSAT terminals are available onboard the vessel. One is of 'M' type and the other is 'C' type with all the essential communication facilities for voice, fax and telex facilities.

**CLAUSE 64:**

- (A) Wind speed / Wind direction Finder indicator will be provided by the OWNERS on their account.
- (B) Two plug points for 24 volts D.C. supply on Bridge shall be provided for the CHARTERERS's use.
- (C) The vessel to provide a public address system in mess room, lounge and deck with costs inclusive into the Charter hire to the CHARTERERS.
- (D) Insulated piped water supply to modular laboratory to be provided by OWNERS onboard the vessel.
- (E) The OWNER will provide for costs inclusive into the Charter hire supply of sufficient drinking water in adequate outlets onboard the vessel. Disposal drinking water bottles to be provided in sufficient numbers. The OWNERS additionally confirm that the fresh water tanks and desalination plant onboard the vessel has been cleaned and the water quality is good for drinking and potable.
- (F) The crew of sufficient strength to operate vessel / cranes/scientific equipments/ radio room to be onboard the vessel.
- (G) For embarking / disembarking of the CHARTERERS's personnel in Port Louis, the Vessel to be provided with aluminum ladders.

**CLAUSE 65:**

The Master to abide by the CHARTERERS's instructions regarding the voyage speed, which always subject to the Master's discretion with regards to safety.

**CLAUSE 66:**

All scientific/other operations and all activities onboard should be made with the full consent of the CHARTERERS. The OWNERS to keep the CHARTERERS informed of the position of the Vessel and the OWNER will pick up the CHARTERERS's cargo only if the vessel will be loading / discharging own cargo at the said mutually agreed convenient port and thereby be in a position to lift the CHARTERERS's cargo. The OWNER to give 7 (seven) days notice to port to load the CHARTERERS's cargo and within 2 (two) days after the notice has been given, the CHARTERERS to give a complete detailed cargo list. The cargo to be delivered by the CHARTERERS to the OWNERS free alongside the Vessel.

Stevedoring charges and agency fees for picking up such CHARTERERS's cargo / equipment, unless the CHARTERERS's cargo / equipment is loaded while the Vessel is loading / discharging its own cargo, to be for the CHARTERERS's account. However, stevedoring costs, including charges /wharfages / quay dues etc. for the cargo / equipment of

the CHARTERERS to be for the CHARTERERS's account. Such cargo to be carried on or under deck within IMO Regulations as decided by the Master and to be insured by the CHARTERERS. In other words, the OWNER will be carrying the CHARTERERS's cargo / equipment with cost inclusive into the Charter hire only.

However, such cargo / equipment is to be ready at the nominated port latest at the time of arrival of the Vessel and the OWNER to be informed of same by the CHARTERERS or through the agents, if any, about the readiness of such cargo / equipment of the CHARTERERS. The CHARTERERS also to give details in full of such cargo / equipment and discharging sequence shall be clearly marked and numbered. For the said cargo / equipment Bill(s) of Lading shall be issued as well as detailed cargo list which shall be handed over to the CHARTERERS to arrange in advance the necessary funds to the nominated port agents to cover all mentioned costs.

The OWNERS to inform the CHARTERERS 2 (two) months before the commencement of the laycan, if the CHARTERERS should plan / book the CHARTERERS' cargo from the Continent by other vessel(s) as an alternative to agreed terms as above in order to overcome difficulties of getting the CHARTERERS's cargo across at the eleventh hour should the vessel be not in a position to pick up same.

**CLAUSE 67:**

The OWNER confirms that English speaking and understanding officers and crew will be onboard the vessel and also that the operating instructions / manuals will also be available in English onboard the vessel(s).

**CLAUSE 68:**

In the event of unforeseen detention of the Vessel in Southern Ocean waters upto 69 degree South Latitude areas or anywhere in the deployment area specified by the Charter Party or as a result of any unforeseen delays in the event of any accident, damage or disaster, resulting in dry docking or repairs necessary to maintain the efficiency of the vessel during the charter period, if the CHARTERERS so require, the OWNER to agree to re-deliver the CHARTERERS's cargo / equipment in Port Louis, Mauritius at the port of delivery including samples belonging to the CHARTERERS procured during the expedition voyage within 30 (thirty) days from the time the CHARTERERS so notify the OWNERS.

If required, the CHARTERERS to take adequate insurance for their cargo / equipment / samples being transported back to India in the event of an accident, damage or disaster to the performing ship.

**CLAUSE 69:**

The OWNER to provide 20 (twenty) days prior to the delivery of the performing vessel, a certificate from the classification society, which should be authenticated by the State whose flag the vessel sails under that the performing vessel would meet all safety regulations in respect life saving appliances, fire fighting appliances, for a vessel specifying carriage of 40

(forty)/ as per actual (this will be informed before 10 days of delivery of the vessel) of CHARTERERS' personnel, besides the vessels' officers and crew.

**CLAUSE 70:**

The Vessel ..... is fixed for season 2020 (and for subsequent Season(s) 2021 and 2022 should CHARTERERS exercise their option(s) for the Indian Southern Ocean expeditions subject to the Vessel not being lost through an act of God or otherwise. The OWNERS are at liberty to sell the Vessel(s) with the Charter attached. The new OWNERS to be subject to the CHARTERERS's approval which not to be unreasonably withheld.

**CLAUSE 71: Delivery cum performance guarantee:-**

OWNERS to provide CHARTERERS a delivery cum performance guarantee for an 10 % amount of contract value of one time charter season (2020). The contract value to be taken as Mobilization & De-Mobilization Charges + Day hire charges x 65 days +any other charges, excluding victualling and communication charges. The validity of same should be 30 days beyond time charter period tentatively as 15 March 2020. If the CHARTERERS exercise option for extension of charter for another 55 +/- 10 days after completion of the 1<sup>st</sup> expedition on same terms and conditions from Port Louis to Port Louis [Mauritius] and further if CHARTERERS exercise option for time charter for second / third season(s) being 2021 and 2022 the ship OWNER/ contractor shall extend the validity of Performance Bank Guarantee for the succeeding season(s) or shall submit a fresh performance bank guarantee 30 days before the expiry of the performance bank guarantee of the concluding season.

**CLAUSE 72:**

In case the Vessel arrives outside the time of delivery despite having given the appropriate notices as per the Charter Party and is delayed due to reasons which are proven to be due to the willful misrepresentation of the facts and are not due to unforeseen circumstances or weather delays or other acts of God, then the CHARTERERS have the right to claim compensation for costs incurred as per actual for the CHARTERERS's personnel waiting at delivery port.

**CLAUSE 73:**

CHARTERERS option for extension of the same charter party for 1+1 more season(s) besides 2020 season is subject to satisfactory performance of the said vessels.

**OWNERS**  
**For and on behalf of OWNERS**

**CHARTERERS**  
**For and on behalf of CHARTERERS**  
**National Centre for Polar &**  
**Ocean Research, (Ministry of Earth**  
**Sciences, Government of India )**  
**Headland Sada, Vasco-da-Gama,**  
**Goa 403804**

**ESTIMATED BUNKER CONSUMPTION FIGURES  
for Tentative Itinerary for Season /2020**

**VESSEL FUEL OIL CONSUMPTION PATTERN BASIS \_\_\_ CRUISING SPEED \_\_\_  
KNOTS WITH A WIND FORCE OF 4 ON THE BEAUFORT SCALE AND A SEA  
STATE OF 3 ON THE DOUGLAS SCALE.**

	MGO/MDO/ in MT
IN PORT IDLE	
IN SCIENTIFIC EQUIPMENT OPERATION TIME	
IN SOUTHERN OCEAN DRIFTING	
NAVIGATION IN ICE	
SLOW NAVIGATION IN ICE	
AT SEA	

**Option 1: EXPEDITION ex-PORT LOUIS (MAURITIUS)**

Vessel name	DAYS	MAIN ENGINE	AUXILIARY ENGINES	BOILER
Port Louis (On Hire - date) - Port Louis (departure date)				
Port Louis - Prydz Bay				
Prydz Bay (date ) - Prydz Bay (departure date)				
Prydz Bay (departure date) - Port Louis (date )				
Port Louis (date ) - Port Louis (departure date)				
TOTAL				
GRAND TOTAL INCLUDING 10% SAFETY MARGIN				

**IMPORTANT:**

**THE CHARTERERS SHALL SUPPLY BUNKERS THAT CONFORMS WITH THE SPECIFICATION(S) MUTUALLY AGREED UNDER THIS CHARTER. THE CHARTERERS SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE MAIN ENGINES OR THE AUXILIARIES CAUSED BY THE USE OF FUELS NOT COMPLYING WITH THE AGREED SPECIFICATION(S). ADDITIONALLY, IF THE BUNKER FUEL 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 TIME LOST AND ANY OTHER CONSEQUENCES.**

**PLEASE NOTE THAT THE VESSEL'S SPEED IN ICE CONDITIONS ARE SUBJECT TO ACTUAL ICE CONDITIONS AT THE TIME OF DEPLOYMENT IN SOUTHERN OCEAN WATERS FOR THE VESSEL. HENCE THE FIGURES PROJECTED ABOVE ARE MEANT TO BE A GUIDE ONLY AND WITHOUT ANY GUARANTEE**

**THE VESSEL SHOULD BE USING MARINE GAS OIL (MGO) / MARINE DIESEL OIL (MDO) / .**

**For good orders sake**, it is put on record that the following is understood and accepted mutually between the OWNERS and the CHARTERERS vide discussions, email exchanges, telephone conversations and letters.

- 1) Wherever there is operational contact with the CHARTERERS's personnel and the Officers and Crew, there will not be any communication gap in way of a language barrier.
- 2) The Officers and Crew to extend all possible cooperation to make life and work comfortable for the CHARTERERS's personnel onboard.
- 3) The Master to keep the required crew members and scientific equipment operators ready in all respects during the scientific operations as per the instruction by the Leader of the Expedition.
- 4) The OWNERS will buy and provide all provisions as per the CHARTERERS' personnel's food habits and the requirements compatible to the working conditions at sea. To elaborate on the CHARTERERS' personnel's food habits, the following important items particularly to be taken by the OWNERS in way of stocking/supply etc.

Cooking medium to be vegetable oil.

Flour to be of the type used for making Chapatis.

Rice to be of the long grain Basmati and superior quality.

Lentils to be provided of varieties such as Moong, Uradh, Channa in sufficient quantities.

No supply of beef and pork for the CHARTERERS's personnel. Instead the OWNERS to take sufficient stock of chicken, goat meat, fish in such a manner that equal consumption and rotation of all in menus can be maintained. The CHARTERERS will provide the approximate number of vegetarians amongst their personnel and the OWNERS to stock vegetables in sufficient quantity and variety to compensate for the non consumption of chicken, goat meat or fish.

Sufficient number of eggs to be taken allowing for two eggs per person per day.

All ingredients, spices, dry fruits, normally required for Indian preparations to be stocked.

Different types of cereals such as cornflakes, rice bran, oats to be stocked.

Sufficient stocking/supply of the following items to be considered: Long range milk, milk powder, condensed milk, yoghurt, jams, butter, marmalade, cheese, honey, fresh fruits, tinned fruits, tinned juices of orange, pineapple, apple, grapes, (quantum sufficient for 1 medium glass per person per day), tea, coffee. Various types of biscuits and confectionary items, lemons, lime cordial, lime juices (to compensate for Vitamin C etc.)



Sufficient stock of material for making desserts to be on board for continuous supply of at least once a day (such as jellies, custards, etc.)

For the sake of variety and social gatherings/invitations between the OWNERS and the CHARTERERS's personnel allowance to be made for extra supplies of provisions which are utilized for European style of food items such as cold meats, long eggs, pies, salad oils, sausages etc.

- 5) The CHARTERERS are responsible for maintenance of order between their personnel and are responsible for safety equipment onboard.
- 6) The CHARTERERS's cook will cook for the CHARTERERS's personnel and the OWNERS cook for the ship's crew, both of them using the ship's galley at mutually agreed times and procedures arranged in consultation between the Leader of the Expedition and the Ship's Master. However both the OWNERS and the CHARTERERS's cooks will try to assist each other in operating the galley equipment, maintain order and cleanliness in the galley and give advice to each other in an amicable way. No CHARTERERS's personnel other than the cook(s) and/or person(s) assigned by the Leader of the Expedition to use the ship's galley.
- 7) The CHARTERERS to give a list of all of the CHARTERERS's personnel to the Master on the Vessel's delivery and the Master in consultation with the Leader of the Expedition to allot Boat and Fire stations for all the CHARTERERS's personnel, besides designating Leaders amongst the CHARTERERS's personnel for such emergency drills etc.
- 8) The Cargo stowage plan for cargo/equipment shipped ex. Continent and ex. Port Louis to be mutually planned for stowage by the OWNERS and the CHARTERERS's designated personnel and a proper stowage plan to be drawn by the Ship's staff after the cargo loading is completed. The CHARTERERS to inform the Ship's Officer designated by the Master of all dangerous cargo having a flash point lesser than 61 degrees Centigrade. Said dangerous cargo to be stowed as per Master's instructions.
- 9) The OWNERS to provide facilities and show same on the plans for washing, pantry, recreation, library spaces, indoor sports area etc. The OWNERS confirm that sufficient number of washing machines will be provided for the CHARTERERS's personnel.
- 10) The OWNERS will arrange sufficient stock to be kept onboard in way of bedding, bath towels, hand towels, table napkins, keeping in view to allow for change as under:  
Bed sheets, pillow covers, once a week; hand/bath towels/table napkins twice a week.
- 11) The OWNERS to arrange supply of sufficient quantity of soaps, detergents, washing soaps, cleaning and scrubbing material , cleaning implements etc. Supply of soaps, detergents and washing soaps etc. to the CHARTERERS's personnel to be in the similar manner as for the Ship's Officers.
- 12) Normally served soft drinks to be onboard in sufficient quantity and to be supplied by the OWNERS to the CHARTERERS' personnel's consumption with meals or otherwise. Any extras required by the CHARTERERS's personnel such as bond, soft drinks are to be paid for by the CHARTERERS's personnel in INR/USD at the same rate as for the Officers/Crew. There should be no disparity in the quality and quantity in supply of Bond, Soft Drinks, Tea, Coffee, Fresh fruits etc. between what is supplied to the Officers/Crew

and the CHARTERERS's personnel. For guidance of the CHARTERERS's personnel, the cost of bonded articles to be price listed on the Vessel's delivery.

- 13) The OWNERS to supply sufficient number of video films onboard the vessel and the CHARTERERS to assist to acquire Hindi/English films on OWNERS' account.
- 14) The CHARTERERS to keep their individual cabins, mess rooms, recreation rooms, in the super structure/accommodation module including the bath rooms, water closets, clean. The OWNERS doing routine cleaning and maintenance of the Sauna, Toilets, Public Places and alleyways with the CHARTERERS cooperating in keeping these places as clean as possible.
- 15) Food; the OWNERS to arrange and supply Chicken 35% , Fish/ Seafood 35%, Goat Meat 30% . Vegetables, soups and fruits of different varieties, yoghurt, Indian pickles and Indian teas of different varieties which pickles and tea may be purchased in India.
- 16) Playing of music during meal timings by the Radio Officer of the ship to be arranged by the OWNERS.
- 17) (a) The CHARTERERS prefer CHARTERERS' personnel to be berthed with not more than 3 in a cabin and as far as possible only 2.  
  
(b) The food served onboard should be fresh, varied and sufficient and must be planned keeping in mind Indian Style and taste. It is further understood that because of the trade it is impossible to replenish fruits and vegetables and deep frozen to be served.  
  
List of food items to be mutually inspected by the CHARTERERS and OWNERS as regards to quality and quantity which can be done on the Vessel's arrival in Port Louis, Mauritius.  
  
(c) The OWNERS to supply sufficient fresh water for the CHARTERERS throughout the Charter period.  
  
(d) The Ship to have waste treatment plant(s) to be operated in waters south of 60 degrees South as per the requirements and conventions of the Antarctica Treaty.
- 18) The vessel is constructed with heating and air-conditioning system and it is the Master's discretion to regulate temperature in the tropics and cold places to achieve the best possible comfort for all onboard keeping in view inside and outside temperatures.
- 19) Regarding the waste disposal facility onboard, the OWNERS have an incinerator onboard
- 20) South of 60 degrees South, all waste to be taken care of as per previous seasons.
- 21) The Vessel will be able to take up welding jobs those may be necessary for securing/anchoring the cargo and other installations such as winch etc. those may be need for the CHARTERERS's personnel for scientific operational purposes.
- 22) OWNERS confirm that
  - a) Air-conditioning in the CHARTERERS's accommodation spaces is functioning properly.

- b) The water distillation system onboard the vessel has been maintained and is in good working condition. The OWNERS will provide empty bottles onboard which the CHARTERERS's personnel can fill up through the water fountains onboard. The OWNERS in addition will take some water bottles for emergencies.
- c) The vacuum system for toilets/drainage is functioning properly.
- d) The Vessel will provide proper communication facilities and linkage for telephone/fax/ telex/e-mail/internet/Wi-Fi.

Prices for communications will be as per actual.

23) The OWNERS to provide suitable safety railings/nets on main working decks including helipad to avoid danger to personnel falling overboard if necessary.

24) OWNERS undertake that vessel \_\_\_\_\_ cranes in tandem mode with maximum 5 tons safe working load capacity can discharge CHARTERERS' intended equipments

25) The CHARTERERS will bear port related charges, starting from the date and time of delivery up to the date and time of re-delivery of the Vessels. The CHARTERERS's liability will be proportionate on lump-sum and one-time levies stretching beyond this period.

26)

- i. All rooms to have effective air-conditioning and heating.
- ii. OWNERS to provide minimum 4 litres of drinking water [mineral water bottles]per CHARTERERS's personnel per day.
- iii. OWNERS to provide good quality furnishings in the Cabins including quilts/blankets/ pillow/ bed sheets/ bed covers towels/ tissue papers etc.
- iv. OWNERS to provide good quality and adequate crockery and cutlery in the dining hall.
- v. OWNERS to ensure trouble free and smooth operation of evacuation system of toilets.

27) The CHARTERERS will purchase liability insurance covering their personnel, equipment and materials.

Further attachments to the Charter party:

1) Fire fighting appliances :

The Vessel will have fire fighting appliances for all persons onboard in accordance with the \_\_\_\_\_ of Shipping, the Classification Society of the vessel, for the voyage to Southern Ocean.

Life Saving appliances:

The Vessel will have life saving appliances for all persons to be carried onboard in accordance with the \_\_\_\_\_ of Shipping, the Classification Society of the Vessel for the voyage to Southern Ocean waters.