

**National Centre for Antarctic & Ocean Research (NCAOR),
Ministry of Earth Sciences, Govt. of India,
Headland Sada, Vasco-da-Gama,
Goa – 403 804 (India),
Email. anil@ncaor.gov.in
Web: www.ncaor.gov.in
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Tender No. NCAOR/OSSG/16

Notice Inviting of Global Tender

Director, NCAOR invites sealed tenders 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 50 +/- 10 days. The interested parties can download the detailed tender document from www.ncaor.gov.in; and Central Public Procurement Portal <http://eprocure.gov.in> websites and to be submitted before the last date 29th September, 2016.

SD/-
For & behalf of Director, NCAOR.

Tender Document & Notice Inviting of Global Tender

The Indian Scientific Expeditions Southern Ocean are being launched every year and the forthcoming Expedition is scheduled in the month of December 2016. The vessel is required for all the logistic/scientific operations during the period to comply with the tasks assigned to the team for season 2016-17 with Charterers (NCAOR) from Port Louis to Port Louis [Mauritius]. Further option for up to two subsequent seasons 2017-18 and 2018-19 at same rate, terms & conditions along with sufficiently experienced crew for ship's operation in polar icy waters, scientific operation and instruments/accessories/spares for the satisfactory performance of the vessel for the required expedition.

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 50 +/- 10 days at Charterers option for austral summer season i.e. between December 2016 and February 2017 with the Charterers option for extension of charter for another 50 +/- 10 days after completion of the 1st expedition on same rate and terms & conditions from Port Louis to Port Louis [Mauritius]. Further the charterers option for extension of charter at same rate, terms and conditions for 1+1 subsequent seasons being 2017-18 and 2018 -19 (during the same period i.e. between December/ February for each season). The details of the tender are given below:-

1.	Tender No.	:	NCAOR/OSSG/16
2.	Description	:	Time Charter of One 'Ice Class Vessel capable of independent navigation in broken Antarctic sea ice' oceanographic research vessel. The vessel should be seaworthy in all respects, suitably equipped with all the necessary scientific facilities/utilities and sufficiently experienced crew for operations and maintenance for voyage to Southern Ocean waters (Maximum up to 67 degrees south latitude)
3.	Charter Period	:	For a period of 50 +/- 10 days commencing from 16 December 2016 from Port Louis to Port Louis [Mauritius]. For subsequent season(s) to be exercised by Charterers based upon performance of each season on mutually agreed dates on same rate and terms & conditions.
4.	Delivery (Laycan) Period	:	13 to 16 th December 2016 for season 2016-17.
5.	Port of Delivery/Port of Re-delivery	:	Alongside berth at Port Louis, Mauritius.
6.	Endurance	:	At least 60 days.

7.	Area of operation	:	The likely areas of operation are in Southern Ocean, between Latitude 40 degree to 67 degree South and Longitude 80 degree to 40 degree East.			
8.	Tender Fee	:	Rs. 5000 or US \$ 90			
9.	Last date and time & place for submitting tender	:	Thursday, 29 th September 2016, 16.00 hours IST at NCAOR, Headland Sada, Goa- 403 804.			
10.	Date and time of opening of bids	:	<table border="1"> <tr> <td>a) Technical Bid</td> <td rowspan="2">Friday, 30-September-2016 at 10.00 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	Friday, 30-September-2016 at 10.00 hours IST Shall be informed to the successful bidder.	b) Financial bid (for Technically qualified bidders)
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b) Financial bid (for Technically qualified bidders)						
11.	Bid Bond/EMD from Scheduled Bank in India or Foreign Bank having branch in India	:	INR 30,00,000/- OR US \$ 45000 in form of Bank Guarantee only .			
12.	Bid validity	:	60 days from the last date of submission of bid.			
13.	Bid Bond validity	:	90 days from the last date of submission of bid.			
14.	Delivery cum Performance Bank Guarantee (BG) 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 (2016-17). The contract value to be taken as Mobilization and De-Mobilization Charges + Day hire charges x 50 days +any other charges, excluding victualling and communication charges.</p> <p>b. BG Expiry - 15 days beyond bid validity date</p> <p>c. If charters exercise option for time charter for second/third season being 2017-18 and 2018-19, 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 season.</p>			
15.	Correspondence Address	:	<p>Group Director (OSSG) National Centre for Antarctic & Ocean Research (NCAOR) Ministry of Earth Sciences, Govt. of India Headland Sada, Vasco-da-Gama, Goa – 403 804. (India). Email. anil@ncaor.gov.in Phone: +91 832 2525513/512</p>			

		Fax : +91 832 2520877
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The tender will be governed as per the enclosed instructions to bidders – Annexure II and terms and conditions of charter party.

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 (OSSG)
National Centre for Antarctic & 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
(50 +/- 10 days, SEASON 2016-17 with options for 2017-18, 2018-19)**

LIST OF ANNEXURES

I.	Instructions to Bidders and Terms and Conditions of the Tender	Page: 6
II.	Techno-Commercial Bid Evaluation Criteria	Page: 9
III.	Document/Acceptance/Undertaking For Compliance of Techno-commercial Bid evaluation criteria	Page: 13
IV.	Financial bid Format	Page: 18
V.	Tender Acceptance Form	Page: 20
VI.	Details of offered vessel and Bidder	Page: 21
VII.	Format of Bank Guarantee towards Bid Bond	Page: 25
VIII.	Proforma for Bank Guarantee for Delivery cum Performance Bond	Page: 28
IX.	Model Charter Party Agreement	Page:31

INSTRUCTIONS TO BIDDERS AND TERMS & CONDITIONS OF THE TENDER

1. Kindly go through the enclosed Notice Inviting Tender (NIT), Bid Evaluation Criteria and Bid documents before submission of bids.
2. Ensure that all documents including the supporting technical literature of the Vessel offered are submitted in English language.
3. Model Charter Party Agreement given in this tender shall part of terms and conditions of the tender

Tender document is to be downloaded from NCAOR website (www.ncaor.gov.in & <https://eprocure.gov.in/cppp/>) and submitted in the prescribed format along with nonrefundable tender fees of Rs. 5,000/- or US \$ 90/- in form of demand draft from any Nationalized Bank drawn in favour of Director, NCAOR, payable at Vasco-da-Gama, Goa, India. In case of any tenderer would like to remit the payment through wire transfer to NCAOR following bank account may comply the instructions as follows:

NCAOR bank details for fund transfer through SWIFT

	Name of the Beneficiary	National Centre For Antarctic & Ocean Research (NCAOR)
1	Bank Account Number	01053336180
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	SBINBB229

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
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** Nonrefundable tender fees of Rs. 5000/- or US \$ 90/- as mentioned above sr. No. 3.
- 4.1.2** Tender Acceptance Form as per Annexure-V duly endorsed in acceptance.
- 4.1.3** Compliance Statement duly endorsed in acceptance as per Annexure –III.
- 4.1.4** Criteria for Technical Evaluation duly endorsed in acceptance as per Annexure-II
- 4.1.5** Details of offered Vessel Annexure-VI
- 4.1.6** Bid Bond of requisite value and validity as per Annexure-VII
- 4.1.7** Any other technical information considered necessary
- 4.1.8** 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.

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

Duly filled in (Typewritten or printed in ink and also indicating currency of quote whether Indian Rupees, or Internationally tradable currency) FINANCIAL BID FORMAT Annexure- VIII with authorized signatures and stamp strictly as per format without any alterations or inserting any conditions.

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 16:00 IST, 29th, September-2016 to be dropped in the designated tender box on the following address

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

6. Ensure that your bid reaches NCAOR, 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 any International Tradable Currency 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 NCAOR during the validity period or any extension of the validity duly agreed by the Bidder or after issue of Letter of Intent (LOI) by the NCAOR.
 - c). If a bidder whose tender has been accepted fails to furnish Delivery cum Performance Bank Guarantee within 30 days before the expiry of Bank Guarantee period for Bid bond.
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 certain clarifications are sought by NCAOR 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 NCAOR or may be sent by post or courier. However, NCAOR 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. NCAOR reserves the right to reject any or all Tenders without assigning any reasons thereof.
15. In case if the bidder is not the owner, agents or authorized representative should provide a letter from Owners authorizing them to bid on their behalf.
16. The model charter party agreement (Annexure IX) clauses shall form and part of this tender document.

17. The BG for Bid Bond for EMD & BG for Delivery cum Performance Bank Guarantee(BG) should be provided from Scheduled Bank in India or Foreign Bank having branch in India

TECHNICAL BID EVALUATION CRITERIA:

- 1 **CLASS OF THE VESSEL:**
Ice Class vessel: 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.

- 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 50 +/- 10 days for season 2016-17 from Port Louis to Port Louis [Mauritius]. Acceptance to this should be provided as appendix II.

- 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 50 +/- 10 days should be sea-worthy in all respects and (the younger vessel shall be preferred) suitably equipped with all the necessary facilities/utilities for voyage and operations. Adequate documents to substantiate this clause should be enclosed as appendix III.

- 4 **ENDURANCE:**
Ice Class Vessel capable of independent navigation in broken Antarctic sea ice for Indian Southern Ocean Research Expedition for a period of 50 +/- 10 days should have an endurance of at least sixty days. The offered vessel should have sufficient bunkering facility to store fuels for its own consumption for the entire period of chartering. Adequate documents to substantiate this clause should be enclosed as appendix IV.

- 5 **ACCOMODATION:**
The offered vessel should have fully air-conditioned accommodation for at least 30 persons of charterers, besides vessel crew. The entire living accommodation should preferably be in the Super-structure of the vessel. However, in case the accommodation is provided in containerized modules linking super-structure of the vessel, there should not be more than two persons in each living module. There should be attached bath and toilet facilities in each living module. 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.
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 charters. Acceptance to this should be provided as appendix V.

6 CRANES & WINCHES:

The offered vessel should have suitable cranes to handle for loading/offloading and handling equipments on deck. The vessel should have a deep sea winch with rope (10,000m) and a conductor (CTD) winch of 7000m length. Adequate documents to substantiate this clause should be enclosed as appendix VI

7. EQUIPMENTS AND LAB FACILITIES:

A. The offered vessel should have sufficient open deck space in the aft to accommodate 5 numbers of 20x8 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.

B. Requirement of equipments onboard- The offered vessel should also have:

- Wet (biology, chemistry and sedimentary work) and dry laboratory facilities wherein seawater filtration, incubation experiments and sediment sampling can be carried out.
- Minimum eight computers with windows OS and MS office for offline work with color and BW printing facility.
- All standard scientific equipment in operational state with technical staff (CTD, AWS, single beam/multi-beam echo sounder, microscopes (stereo-zoom and bright field, with or without camera),
- Separate winches to operate CTD and MPN, deep sea winch
- Cranes for loading and offloading of containers
- Water sample collection and storage at various temperature (4°C, -20°C, -40°C/-80°C),
- Milli Q for ultrapure water supply
- Laminar Flow/Clean bench
- Systematic sediment sampling / coring facilities. Underway running
- seawater facilities in the laboratory & deck.
- Storage area on-board vessel to hold at least 5 twenty feet containers.
- Hydraulic Telescopic crane at the Aft.
- A frame.
- Adequate documents to substantiate and indicating the details of equipment to fulfill this clause should be enclosed as appendix VIII.

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 should be pointed towards Indian-ocean region of satellites for uninterrupted access by the charters 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 IX.

9. THRUSTERS:

The offered vessel should be equipped with 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

10. VALID CERTIFICATES:

The offered vessel should possess the following valid certificates at the time of presenting it in sea-worthy condition to charterers at Port of delivery. Validity should be up to April 2017 & provide 20 days before the delivery date.

- 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.

Acceptance and undertaking to this clause should be enclosed as appendix X

11. 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 20 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 and portable drinking water for consumption by expedition members

Adequate documents to substantiate and indicating the details of above requirement to fulfill this clause should be enclosed as appendix IX.

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.

Document/Acceptance/Undertaking for Compliance of Techno-commercial bid evaluation criteria:			
S. No	Specification/Description (Pl refer Annexure II for details of SI nos. 1to 11 below)	Compliance (Strike out which is not applicable)	Supporting document for complied criteria to be enclosed by the bidders with technical bid (cover I) as appendix serial number:
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 –III
6	Cranes &Winches	Complied/not complied	Appendix –IV
7	Equipment and Lab facilities	Complied/not complied	Appendix –V
8	Communication and Navigational facilities	Complied/not complied	Appendix –VI
9	Thrusters	Complied/not complied	Appendix –VII
10	Valid Certificates	Complied/not complied	Appendix –VIII
11	Other Requirements	Complied/not complied	Appendix –IX
12	Submission of bids in “ <i>Two Bid System</i> ”. (Cover-I : Technical Bid and Cover-II : Financial Bid)	Complied/not complied	Appendix-X
13	Submission of Bid Bond INR 30,00,000 / USD 45,000.00 along with Technical Bid	Complied/not complied	Appendix-XI

14	Unconditional validity of bid for 60 days from the last date of submission of bid	Complied/not complied	Appendix-XII
15	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-XIII
16	In the event of the agreement being extended for second and / or third successive seasons being 2017-18 and / or 2018-19 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-XIV
17	Offer submitted in original duly signed by the Owners/ authorized representative on each page	Complied/not complied	Appendix-XV
18	Bidder accepts to render services on specifications, terms and conditions mentioned in the tender document	Complied/not complied	Appendix-XVI
19	Submission of authority letter from owner, in case bid is submitted by authorized agent.	Complied/not complied	Appendix-XVII

Signature.....

Name.....

For and on behalf of

.....

.....

.....

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

.....

-----X-----

12. PAYMENT TERMS

- a. **Mobilization charges:** 50% of the total mobilization and demobilization charges shall be paid upon delivery of vessel to Charterers at a berth in Port Louis, Mauritius within 15 days of submission of invoice in original.
- b. **Demobilization charges:** Balance 50% of the total mobilization and demobilization charges shall be paid upon re-delivery of vessel to Owners at a berth in Port Louis, Mauritius within 15 days of submission of invoice in original.
- c. **Charter hire Charges:** Charter hire charges on pro-rata one minute basis starting from date of delivery of vessel shall be payable fortnightly in advance upon delivery of the vessel within 15 days of submission of invoice in original.
- d. **Victualling charges:** Victualling charges shall be monthly paid within 15 days of submission of original invoice along with supporting documents duly authenticate by Master of Vessel and Chief Scientist/Charterer representative.
- e. **Communication Charges:** Communication charges only for charterers usage shall be payable as per actual along with supporting documents in form of telephone/data usage bill in original in English Language and duly authenticated by Master of Vessel and Chief Scientist/Charterer Representative within 15 days of submission of invoice in original.
- f. **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 charters before commencement of Voyage. The payment shall be made within 15 days of submission of invoice in original.
- g. **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.
- h. **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 Charterer.

- i. **Brokerage Commission(If any) to Agent:** In case of an Indian Nominated Agent, commission 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.

13. FINANCIAL BID OFFER SHOULD CONTAIN:

The details of charter hire cost, mob and demob at Port Louis, Mauritius costs, victualling etc. for one season i.e. 2016-2017 and same shall be applicable for two consecutive seasons in the event of charterers exercising their option for second and third seasons being 2017-2018 and 2018-2019.

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 International tradable single currency) 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 charterer 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.
- 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 (Indicate INR or Internationally tradable quoted single currency, if not written bid will be rejected)
1.	Mobilisation and De-mobilisation (lump sum) Port Louis, Mauritius	
2.	Charter hire per day	
3.	Victualling charges per person per day	
4.	Other charges if any, please specify	
GRAND TOTAL		

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

The grand total of the price bid comprising of Mobilisation and De-mobilisation (lump sum) Port Louis, Mauritius + Charter hire per day x 50 days + Victualling charges per person per day X 30 persons x 50 days + other charges quoted, if any.

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 /Agency**

ANNEXURE – V

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

TENDER ACCEPTANCE FORM

To:

The Director

The National Centre for Antarctic and Ocean Research

Headland Sada, Vasco Da Gama,

Goa-403 804, India

1. Having examined the Tender Document NCAOR/OSSG/16 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 60 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 NCAOR is not bound to accept the lowest or any Tender received.

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.

		Details	Details of Supporting Document(s) Appended
1	BIDDER/AGENT COMPANY		
	Address		
	Contact Person		
	Contact Number		
	Fax Number		
	Email		
2	REGISTERED OWNER		
	Address		
	Contact Person		
	Contact Number		
	Fax Number		
	Email		
3	Vessel Name		
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)		
	CARGO FACILITIES		
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		
4	ACCOMMODATION		
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.		
5	ENGINE, BOILER, FUEL & SPEED		
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.		
5.11	Fuel Consumption per 24 hrs Normal Cruising (MT)		
5.12	Fuel Consumption per 24 hrs Max Speed (MT)		
5.13	Endurance in Southern ocean waters (up to 67degree south latitude including journey time (Number of Days)		
5.14	Thrusters -type and number(s)		
5.15	Indicate vessel has following facilities:		
5.15.1	Stern A frame of 5 Ton SWL, around 7 meters tall, with Wide Sheaved 5 ton Trawl Blocks.		
5.15.2	One 3 ton Tugger winch installed on the A frame with 14mm to 16mm dia rope reaching water level.		
5.15.3	SWL 3ton at Max out reach. (out reach of crane to be about 3 meter from ships side).		
5.15.4	Winch of 3 to 5 Ton SWL having capacity to hold 6000m of 6mm wire, winch to be in line with A frame Block and situated at-least 12 meters behind A frame with no obstruction in between		

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 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 Tenders for and on behalf of the bidder

.....

Date:.....

ANNEXURE VII

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

FORMAT FOR BANK GUARANTEE FOR BID BOND

(To be stamped in accordance with the stamp Act)

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

Dear Sir,

Whereas, National Centre for Antarctic & 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. NCAOR/OSSG/16 (hereinafter referred to as Tender) and bidder having agreed to furnish an unconditional and Irrevocable Bank Guarantee of **INR 30,00000.00 /US \$ 45000.00 (Indian Rupees Seventeen Lacs only / US Dollars Twenty-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 tender open for a period of 60 days as extended from time to time and shall not withdraw or modify it to which the bidder has given absolute and unconditional acceptance and **30 days i.e. from (last date of receipt of tender) -----** 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 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 NCAOR 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 30,00000.00 /US \$ 45,000.00 (Indian Rupees Seventeen Lacs only / US Dollars Twenty-five Thousand only)(*as applicable*)_____ or in such convertible currency as acceptable to the NCAOR any or all money to the extent of INR 30,00000.00 /US \$ 45,000.00 (Indian Rupees Seventeen Lacs only / US Dollars Twenty-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 NCAOR on the Bank shall be conclusive and binding notwithstanding any difference between the NCAOR and the bidder or any dispute pending before any court, arbitrator or any other authority and/or any other matter whatsoever. We also agree that guarantee herein contained shall be irrevocable unless it is invoked, earlier by the NCAOR 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 NCAOR 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 NCAOR 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 tender open and shall not change it during the validity period or extended period, given to the bank by the NCAOR 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 NCAOR 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 NCAOR 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 NCAOR.

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 30,00000.00 /US \$ 45,000.00 (as applicable)_____ in aggregate and it shall remain in full force upto and including 30 days after _____ (last date of the 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 30 days after the extended date. Any claim under this guarantee must be received by us from last date of the validity period or before the expiry of 30 days from the extended date, if any, if no such claim has been received by us within the 30 days after the said date/extended date, the NCAOR's right under this guarantee will cease. However, if such a claim has been received by us within and upto 30 days after the said date/extended date, all the NCAOR's right under this guarantee shall be valid and shall not cease. In case

bidder (hereinafter called “Contractor”) becomes successful bidder as declared by NCAOR, i.e. his tender is accepted the validity of this Bank Guarantee will automatically be extended until the Contractor furnishes to the NCAOR 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 30 days after last date of validity period or extended period. If no such claim has been received by us within 30 days after the said date/extended date, the NCAOR’s right under this guarantee will cease. However, if such claim has been received by us within and upto 30 days after the said date/extended date, all the NCAOR’s right under this guarantee shall be valid and shall not cease.

This guarantee is valid until the _____ day of _____ 201.

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 _____, 2016 at _____.

Witness:

Signature:

Signature

(Full name in capital letters)

Designation with Bank stamp

Attorney as per Power Attorney

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 Antarctic & 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 Antarctic & Ocean Research having its registered office at Headland Sada, Vasco-da-Gama, Goa – 403 804 INDIA (hereinafter referred to as “THE NCAOR”) 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./US \$ -----(of contract value of one time charter season which is to be taken as Mob-DeMob Charges + Day hire charges x **60 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 NCAOR having agreed that the Contractor shall furnish to the NCAOR 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./US \$ ----- (Mob and DeMob Charges + Day hire charges x 60 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 NCAOR any money or all monies to the extent of INR./US \$ _____ (Rupees/US Dollars _____) 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 NCAOR on the Bank shall be conclusive and binding notwithstanding any difference between the Charterer 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 NCAOR in writing.

2. The NCAOR 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 NCAOR & Contractor may mutually vary the terms of the Contract. The NCAOR 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 NCAOR and the Contractor or any other course of remedy or security available to NCAOR. The Bank shall not be released of its obligations under these presents by any exercise by the NCAOR 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 NCAOR or omission on the part of the NCAOR 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 NCAOR 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 NCAOR may have in relation to the Contractor's liabilities.

4. NCAOR 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 NCAOR.

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 NCAOR under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till the NCAOR discharges the guarantee in writing.

6. We further agree that as between us and NCAOR for the purpose of this Guarantee any notice given to us by the NCAOR that the money is payable by the Contractor and any amount claimed in such notice by the NCAOR shall be conclusive and binding on us notwithstanding any difference between the NCAOR 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./US \$ _____ (Indian Rupees/US Dollars _____)

_____) 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 NCAOR'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 NCAOR'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 _____ 2016 at _____

WITNESS:

(SIGNATURE)

SIGNATURE:

NAME

NAME & DESIGNATION WITH
BANK STAMP

OFFICIAL ADDRESS

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

It is this day mutually agreed between

**NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH (NCAOR),
(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.

1. PERIOD:

The Owners let and the Charterers hire the vessel for a period of 50 days +/- 10 days in charterer's option for the vessel to be mobilized from Port Louis for a voyage to and from Southern Ocean up to 67 degrees south latitude for the Austral summer during the period of December, 2016 to February, 2017 with the Charterers option for extension of charter for another 50 +/- 10 days after completion of the 1st expedition on same terms and conditions from Port Louis to Port Louis [Mauritius] further with Charterers option for Season 2017/2018 and Season 2018/2019 during the period of December to February of each season, if and when Charterers exercise said option(s). Option(s) will be decided by Charterers based upon performance of each Season. The area of operation in Southern Ocean up to 67 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.

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 2016-17 to be

declared at the time of finalization of Agreement and the said option for season 2017-18 and 2018-19 to be declared at the time of exercising the option each season.

TIME OF DELIVERY:

(C)The vessel to be delivered (laycan period) between the 12 & 16th December, 2016 at Port Louis, Mauritius. The Owner to keep the Charterer 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 December.

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 70 degree South and Longitude 80 degree to 40 degree East for the purpose of scientific exploration, experiments and for scientific research. The vessel will carry scientists, charterer's personnel and their equipment and other scientific equipment 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.

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 Charterer's stores, scientific equipment operations, scientific exploration, experiments and research or any other nautical operations including the Charterer's personnel gear or any other materials agreed of instruments and facilities.

4. CHARTERERS TO PROVIDE:

The Charterer 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 Charterer's account.

5. BUNKERS:

The Charterer at the port of delivery and the Owner at the port of re-delivery to take over and pay for all IFO/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 IFO/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.

6. HIRE & PAYMENT:

The Charterers to pay as hire **in quoted currency** _____ 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 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.

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 and 9 a.m. and 2 p.m. on Saturday.

NOTICE:

The Charterer 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 Charterer to have the use of the Vessel and cabins for the Charterer's personnel to enable them to complete the voyage.

8. CARGO SPACE:

The whole reach and burden of the Vessel, only, including as available on board workshops, radio rooms, cabins for the Charterer's personnel and spaces required for scientific exploration, experiments and research work, lawful deck capacity to be at the Charterer's disposal, reserving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores.

9. MASTER:

The Master to execute all voyages and nautical operations, 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 Charterer 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.

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.

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), 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.

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.

The Charterers to be responsible for loss or damage caused to the Vessel or to the Owners by goods being loaded contrary to the terms of the Charter discharging the goods or any other improper or negligent act on their part or that of their servants.

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.

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.

16. OVERTIME:

See Clause 30

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 Charterer'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.

18. SALVAGE:

All salvage and assistance to other vessels to be for Owner's and the Charterer'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.

19. SUBLET:

The Charterer 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.

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 ownership, 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 on board the Vessel.

B) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, Crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners may be, or are likely to be, exposed to War Risks. Should the vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or become dangerous, after her entry into it, she shall be at liberty to leave it.

C) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or 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 Charterer'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 on board 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.

21. CANCELLING:

Should the Vessel not be delivered as set out by the 16th December 2016 and for optional season(s), if exercised, by mutually agreed date in December, 2017 and December, 2018, 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.

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. 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.

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 75, 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 Antarctic &
Ocean Research, (Ministry of Earth
Sciences, Government of India)
Headland Sada, Vasco-da-Gama,
Goa 403804**

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

(Clause 25(A) continued)

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:

(Clause 25(A) continued)

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: ___

(Clause 25(A) continued)

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
OTHER ____ MTS

14. BALLASTING SYSTEM.

BALLAST PUMP:
CBM/HOUR
BALLASTING TIME: ____ HRS
DEBALLASTING TIME: ____ HRS
TOTAL DEBALLASTING: ____ HRS
LOCATION OF THE BUNKERING STATION: _____

(Clause 25(A) continued)

CONNECTING FLANGE DESCRIPTION:
MAX PRESSURE: ____
MAX PERMITTED BUNKERING RATE: ____ CBM/HOUR
MDO ____ CBM/HOUR

15. DISTANCES (Between superstructure, holds, hanger, helipad etc)

16. ALL KIND OF MANAGEMENT

OWNERS:
NAME:
ADDRESS
COUNTRY
TEL:
FAX:
E-MAIL:

17. CLASSIFICATION SOCIETY, SURVEYS AND CERTIFICATES

CLASSIFICATION SOCIETY : _____
 DATE AND PLACE LAST DRYDOCK : _____
 DATE AND PLACE NEXT SPECIAL SURVEY : _____
 CERTIFICATE NAME DATE OF ISSUED DATE OF LAST DATE OF EXPIRE
 ANNUAL ENDORSEMENT
 CLASSIFICATION CERT : _____
 SAFETY MANAGEMENT CERTIFICATE: _____
 DOCUMENT OF COMPLIANCE : _____
 LOADLINE : _____
 SAFETY EQUIPMENT : _____
 SAFETY CONSTRUCTION : _____
 GEAR SURVEY : _____
 CARGO SECURING MANUAL : _____
 SAFETY RADIO : _____
 I O P P : _____
 DE-RATERISATING : _____

18. INSURANCE – _____

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

(Clause 25(A) continued)

ALL SAFETY REGULATIONS IN RESPECT OF LIFE SAVING APPLIANCES, FIRE FIGHTING APPLIANCES, FOR A VESSEL SPECIFYING CARRIAGE OF 30 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
DINING HALL (SITTING CAPACITY)

24. RECREATION ROOM; ___ SQUARE METRES.

25. NO OF GALLEY (KITCHEN).

(Clause 25(A) continued)

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 : 2384 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:

**THE VESSEL SHOULD BE USING MARINE GAS OIL (MGO) / MARINE DIESEL
OIL (MDO) /IFO as applicable**

32. THRUSTERS

BOW/STERN THRUSTER_____

DYNAMIC POSITIONING SYSTEM [OPTIONAL]

ALL DETAILS ABOUT AND GIVEN IN GOOD FAITH WITHOUT GUARANTEE.

(Clause 25(A) continued)

ENDURANCE:

The Vessel has an endurance of sixty days in the area of operation in Southern Ocean up to 67 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 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 Charterer'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 6000 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 Charterer'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 / Charterer's representative / Expedition Leader and the expenses will be borne by the Charterers as per actuals.

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 67 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 67 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 Charterer's Expedition Leader / Representative on board 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 Charterer's Expedition Leader / Representative on board.

Clause 26

Accommodation:

The Vessel has fully air-conditioned accommodation for 30 persons 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 Charterer'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 Antarctic waters both for solid and liquid wastes.

The Vessel will have proper medical facilities to meet the emergency medical needs of the Charterer'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 at least 20 persons at a time and sufficient number of washing machines for the use of the Charterer's personnel.

The Vessel will have sufficient life saving equipment to rescue the Charterer'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 Charterer's personnel. It will have room with attached bath and toilet facilities for the use of the Expedition Leader with pc/printer, refrigerator etc.

The Vessel will have an office room equipped with pc, printer and photocopier for the use by the Charterer'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 will 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 Charterer'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 for at least 3 liters per person per day to be provided by the ship. Additional means of producing fresh water on-board the vessel will be available.

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

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

Details of the Fire Fighting equipment:

The vessel is fully CO₂ 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 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 Charterer's personnel. The Vessel will be fitted with life saving appliances for all persons to be carried on board 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 __ ____ **only**) per man per day for the number of the Charterer'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. Technical experts 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.

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 Charterer's new instructions.

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

In case that the Vessel(s) should be frozen in at Southern Ocean waters upto 67 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.

CLAUSE 33:

Joint survey by an independent surveyor to be held on delivery and re-delivery with Charterer'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 Charterer.

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 Charterer'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 Charterer'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 _____ (_____ **only**) for mobilization 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 2016-2017.

The sum of _____ (_____ **only**) for de-mobilisation 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 2016/2017

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 Charterer's requirements with reference to Clauses № 26, 40, 63 and 64 and providing required modifications /equipments and provisions and are applicable for Season 2016-17

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 Charterer'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) and 26 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 Charterer'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.

Minimum three technical experts for scientific equipment operations/repair has to be provided 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 drinking water per person per day 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 Charterer's equipment to be at Charterer'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 on-board. 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 Charterer's personnel in installation / fixing and dismantling of the Charterer's equipment.

CLAUSE 44:

On board the vessel only, the pantry to be open for the Charterer'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 Charterer'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 Charterer's Representative on-board 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 Charterer'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 Charterer'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 on board on the vessel only. 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/IFO 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 Charterer 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 ANTARCTIC 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

CLAUSE 53:

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

CLAUSE 54:

The Charterer 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 Charterer's negligence.

CLAUSE 55:

For the vessel all, (duly substantiated by log, reports and officially recognized claims) off-hire time in Charterer'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 on-board valid certificates from the classification society of the Vessel(s), safety certificates, valid certificates for equipment on-board and certificates covering risks in connection with oil pollution.

CLAUSE 57:

The crew on-board the vessel to cooperate fully in carrying out the Charterer'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 Owner's expense and certificates to be kept on-board, likewise the Charterer's personnel at the Charterer's expense.

CLAUSE 60:

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

CLAUSE 61:

The Owners will have on-board 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** _____ 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

Charter hire is payable every fortnightly in advance upon delivery of the vessel. 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 63:

The Vessel to provide suitable and adequate communication and navigational facilities for the ship's operations in Southern Ocean waters upto 67 degree south latitude, ship-to-shore contact etc. These include suitable VHF/HF as per the Charterer's specifications /

frequencies, provided these frequencies are within the frequencies standard on international merchant vessels, satellite communications, GMDSS, etc. for communications purposes and Radar, Gyro Compass, Echo Sounder, weather Facsimile and other requisite equipment for navigation of the Vessel 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 Charterer'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 on-board the vessel has been cleaned and the water quality is good and potable.
- (F) The crew of sufficient strength to operate vessel / cranes / radio room to be on-board the vessel.
- (G) For embarking / disembarking of the Charterer's personnel in Port Louis, the Vessel, The Vessel to be provided with aluminium ladders.

CLAUSE 65:

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

CLAUSE 66:

The Owners to keep the Charterers informed of the position of the Vessel and the Owner will pick up the Charterer'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 Charterer's cargo. The Owner to give 7 (seven) days notice to port to load the Charterer'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 Charterer's cargo / equipment, unless the Charterer's cargo / equipment is loaded while the Vessel is loading / discharging its own cargo, to be for the Charterer's account. However, stevedoring costs, including charges / wharfages / quay dues etc. for the cargo / equipment of the Charterers to be for the

Charterer'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 Charterer'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 finds to the nominated port agents to cover all mentioned costs.

The Owners to inform the Charterers 1 (one) month 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 Charterer'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 on-board 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 67 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 Charterer'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 30 (thirty) of charterers' personnel, besides the vessels' officers and crew.

CLAUSE 70:

The Vessel _____ is fixed for season 2016/2017 (and for subsequent Season(s) 2017/2018 and 2018/2019 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 Charterer'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 (2016-17). The contract value to be taken as Mobilization & De-Mobilization Charges + Day hire charges x 50 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 2017. If the Charterers exercise option for extension of charter for another 50 +/- 10 days after completion of the 1st 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 2017-18 and 2018-19 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 Charterer's personnel waiting at delivery port.

CLAUSE 73:

Charterers option for extension of the same charter party for 1+1 more season(s) besides 2016/2017 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 Antarctic &
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 2016/2017**

**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 &/ IFO 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) /IFO.

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) Where ever there is operational contact with the Charterer'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 Charterer'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 quality.

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

No supply of beef and pork for the Charterer'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 Charterer'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 Charterer's cook will cook for the Charterer's personnel and the Owner's 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 Owner's and the Charterer'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 Charterer'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 Charterer'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 Charterer's personnel, besides designating Leaders amongst the Charterer'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 Owner's and the Charterer'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 Charterer'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 Charterer's personnel to be in the similar manner as for the Ship's Officers.

- 12) Normally served soft drinks to be on-board 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 Charterer's personnel such as bond, soft drinks are to be paid for by the Charterer's personnel in United States Dollars 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 Charterer's personnel. For guidance of the Charterer'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 on board 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 Cape Town.

(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 on board, 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 Charterer's personnel for scientific operational purposes.

22) Owners confirm that

- a) Air-conditioning in the Charterer’s accommodation spaces is functioning properly.
- b) The water distillation system on board the vessel has been maintained and is in good working condition. The Owners will provide empty bottles onboard which the Charterer’s personnel can fill up through the water fountains on-board. 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.

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 50 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 Charterer’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 3 litres of drinking water per Charterer’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.

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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.