

Group Director (DSE&M)
National Centre for Polar & Ocean Research (NCPOR),
Ministry of Earth Sciences, Govt. of India,
Headland Sada, Vasco-Da-Gama,
Goa – 403 804 (India),
Email. john@ncaor.gov.in
Web: www.ncaor.gov.in
<https://eprocure.gov.in/cppp/>
Phone : +91 832 2525570
Fax : +91 832 2520877

Tender No. NCPOR/DSEM/SC/18

Dated: 30th November 2018

Notice Inviting Global Tender

Director, NCPOR invites sealed tenders for time charter of one Oceanographic Research Vessel for Indian Hydrothermal Sulphides Exploration activities and surveys for EEZ Programme for a period of 365 days +/- 30 days at Charterer's option. Further, at charterers option upto two extendable periods each of 90 days +/- 30 days at Charterers option. The interested parties can download the detailed tender document from www.ncaor.gov.in; <https://eprocure.gov.in/cppp/> websites and to be submitted before the last date 14th January, 2019.

SD/-

For & on behalf of Director, NCPOR.

Tender Document & Notice Inviting Global Tender

National Centre for Polar and Ocean Research (NCPOR)- {erstwhile National Centre for Antarctic and Ocean Research (NCAOR)}, an autonomous body under the Ministry of Earth Sciences (MoES) has been entrusted as the nodal organization for the implementation of national programmes on comprehensive marine geo-scientific mapping of the entire Exclusive Economic Zone (EEZ) of India and survey & exploration of Hydrothermal sulphides in Indian Ocean. Forthcoming planned activities for the said programmes are scheduled to start during FEBRUARY/MARCH, 2019. The proposed work consists of acquisition of (i) Multi-beam bathymetric data (ii) sub-bottom profiler data (iii) Gravimeter (iv) magnetometer (v) Systematic sediment/ rock sampling (vi) CTD/SVP casts (vertical, dynamic, tow-yow etc.) (vii) acquisition of all associated marine geophysical & oceanographic data with precise positioning and (viii) water sampling for chemical and biological studies, (ix) clean laboratory facilitating sea water sample preparation for trace metal analysis. (x) Standard onboard data processing etc. The scope of service also includes engagement of trained and experience personnel for handling, operating and maintaining all scientific equipment's to be used for the present survey and exploration programmes.

In order to undertake the said activities, NCPOR is planning to charter an oceanographic research vessel for a period of 365 days +/- 30 days at Charterer's option. Further, at charterers option upto two extendable periods each of 90 days +/- 30 days at Charterers option. The vessel is required along with sufficiently experienced crew for ship's operation, scientific operation, scientific data acquisition/processing and instruments/ accessories/ spares for the satisfactory performance of the vessel for scheduled activities during the period. The vessel is expected to be delivered alongside berth at Chennai or at any other port on East/West Coast of India to be mutually agreed between Bidder/Shipowner and NCPOR.

Sealed tenders are invited in "Two Bid System" (Cover-I: Technical Bid and Cover-II: Financial Bid) for time charter of one Oceanographic Research Vessel for a period of 365 days +/- 30 days at Charterers option from Delivery and acceptance of vessel, further at charterers option upto two extendable periods each of 90 days +/- 30 days at Charterers option on same rate and terms & conditions.

The details of the tender are given below:-

1.	Tender No.	:	NCPOR/DSEM//SC/18
2.	Description	:	Time Charter of One oceanographic research vessel. The vessel should be sea-worthy in all respects, suitably equipped with all the necessary scientific facilities/utilities and with sufficiently experienced crew for maintenance and operations for undertaking voyages in the areas of Indian EEZ and Central and South West Indian ridge regions in Indian Ocean region.

3.	Charter Period		For a period of 365 +/- 30 days commencing in February/March, 2019 from Chennai Port, Chennai (India). For subsequent upto two extendable period(s) each of 90 +/- 30 days, at Charterers option, to be exercised by Charterers based upon overall performance, on same rate and terms & conditions.	
4.	Delivery (Laycan) Period	:	Within 60 days after finalization of Charter Party agreement.	
5.	Port of Delivery/Port of Re-delivery	:	DELIVERY: Alongside berth at Chennai Port, Chennai (India) or any other Port on East/West Coast of India to be mutually agreed between Bidder/Shipowner and NCPOR. RE-DELIVERY: Alongside berth at Chennai Port, Chennai (India) or any other Port on East/West Coast of India at Charterers option.	
6.	Endurance	:	Min. 45 days.	
7.	Area of operation	:	The likely areas of operation are in Bay of Bengal including Andaman & Nicobar Isl. region and Central Indian Ridge/South West Indian Ridge region in Indian Ocean.	
8.	Last date and time & place for submitting tender	:	14 th January, 2019 at 1600 hours IST at NCPOR, Headland Sada, Vasco-Da-Gama, Goa- 403 804 INDIA.	
9.	Date and time of opening of bids	:	a) Technical Bid	15 th January, 2019 at 1000 hours IST at NCPOR
		:	b) Financial bid (for Technically qualified bidders)	Shall be informed to the successful bidder.
10.	Bid Bond/EMD from Scheduled Bank in India or Foreign Bank having branch in India	:	INR 1,25,00,000/- OR US \$ 1,75,000 in form of Bank Guarantee only.	
11.	Bid validity	:	120 days from the last date of submission of bid (last date as indicated in Column No. 8 above).	
12.	Bid Bond validity	:	165 days from the last date of submission of bid (last date as indicated in Column No. 8 above).	
13.	Delivery cum Performance Bank Guarantee (BG) by the successful bidder only from Scheduled Bank in	:	a. Amount- 10% of contract value of one time charter of 365 days. The contract value to be taken as Mobilization + De-Mobilization Charges + Day hire charges for 365 days + any other charges, excluding victualling charges. b. BG Validity - 440 (365+30+45) days from date of	

	India or Foreign Bank having branch in India		<p>delivery and acceptance of the vessel.</p> <p>c. Upto 45 days beyond the charter period (i.e. 365+30+45 days).</p> <p>d. If charters exercise option for time charter for stipulated upto two extendable periods each of 90 +/- 30 days, the ship owner shall extend the validity of Performance Bank Guarantee for the succeeding periods or shall submit a fresh performance bank guarantee 30 days before the expiry of the performance bank guarantee of the concluding period.</p>
14.	Correspondence Address	:	<p>Group Director (DSE&M) National Centre for Polar & Ocean Research (NCPOR), Ministry of Earth Sciences, Govt. of India, Headland Sada, Vasco-Da-Gama, Goa – 403 804 (India). Email: john@ncaor.gov.in Phone: +91 832 2525570; Fax : +91 832 2520877</p>

The tender will be governed as per the enclosed instructions to bidders – Annexure II and terms and conditions of charter party.

NOTE: If any of the dates indicated in this tender (e.g. Last date of Submission, Bid Opening date etc.) happens to fall or declared as a public holiday, then the next working day shall be considered.

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 specifications, mandatory requirements etc. for the vessel offered by them.

Group Director (DSE&M)
National Centre for Polar & Ocean Research

**SPECIFICATIONS, CRITERIA, TERMS & CONDITIONS, MODEL CHARTER
PARTY AND OPERATIONAL REQUIREMENT FOR OCEANOGRAPHIC
RESEARCH VESSEL**

LIST OF ANNEXURES

I.	Instructions to Bidders and Terms and Conditions of the Tender	Page: 6
II.	Technical Bid Evaluation Criteria	Page: 9
III.	Document/Acceptance/Undertaking For Compliance of Techno-commercial Bid evaluation criteria	Page: 14
IV.	Financial bid Format	Page: 19
V.	Tender Acceptance Form	Page: 20
VI.	Details of offered vessel and Bidder	Page: 21
VII.	Format of Bank Guarantee for Bid Bond	Page: 24
VIII.	Format for Bank Guarantee for Delivery cum Performance Bond	Page: 27
IX.	Pre-Contract Integrity pact	Page: 30
X.	Model Charter Party Agreement	Page: 39

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. If original documents are in any other language then the certified English translations to be provided.
3. Model Charter Party Agreement given in this tender shall be part of terms and conditions of the tender.

Tender document is to be downloaded from NCPOR website (www.ncaor.gov.in & <https://eprocure.gov.in/cppp/>) and submitted in the prescribed format. For information the NCPOR's bank details are as under:

NCPOR bank details		
1.	Name of the Beneficiary	National Centre For Antarctic & Ocean Research (NCAOR)
2.	Bank Account Number	10153336180
3.	Bank Account Type	Savings Account
4.	Name of Bank	State Bank of India
5.	Name and address of Bank Branch	State Bank of India Commercial Branch, Shree Vidyadhiraj Bhavan, Francisco Luis Gomes Road, Vasco-Da-Gama, Goa-403802 INDIA
6.	Bank Branch Code	04116
7.	IFS Code	SBIN0004116
8.	MICR No.	403002047
9.	SWIFT CODE	SBININBB229
10.	PAN No	AACFN4991P
11.	TAN No	BLRN01981A

4. Ensure that the bids are submitted under the "Two Bid System" (Cover-I: Technical Bid and Cover-II: Financial Bid) failing which the offer will be rejected.

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

- i) Tender Acceptance Form as per Annexure-V duly endorsed in acceptance.
- ii) Compliance Statement duly endorsed in acceptance as per Annexure -III.
- iii) Criteria for Technical Evaluation duly endorsed in acceptance as per Annexure-II.
- iv) Details of offered Vessel Annexure-VI.
- v) Bid Bond of requisite value and validity as per Annexure-VII.
- vi) Any other technical information considered necessary.
- vii) 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 summarily rejected.

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

Duly filled in (Typewritten or printed in ink and also indicating whether Indian Rupees, or United States Dollar (USD)) 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 NCPOR 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 OCEANOGRAPHIC RESEARCH VESSEL FOR THE INDIAN SCIENTIFIC EXPEDITIONS**” not later than 1600 IST, 14th January 2019 to be dropped in the designated tender box on the following address-

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

6. Ensure that your bid reaches NCPOR, Goa well 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 United States Dollar (USD) only, should be indicated on the quoted financial bid format (Annexure-VIII), else the quotation will be rejected. Currency once quoted will not be allowed to change. The Contract Agreement shall be entered in the currency of quote.

10. Bid Bond shall be forfeited in the following events:-
- a). If the offer is withdrawn during the validity period or any extension thereof.
 - b). If the offer is altered or modified in a manner not acceptable to NCPOR during the validity period or any extension of the validity duly agreed by the Bidder or after issue of Letter of Intent (LOI) by NCPOR.
 - 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/acceptance cum Performance Bank Guarantee.
12. In case certain clarifications are sought by NCPOR after opening of tenders, the reply of the bidder should be restricted only to the clarifications sought.
13. Offer(s) to be dropped in box to be placed in NCPOR or may be sent by post or courier. However, NCPOR will not be responsible for any delay, loss or non-receipt of application or Tender Document sent by post/courier and any correspondence in this regard will not be entertained. Tenders by Fax/E-mail will not be accepted.
14. NCPOR reserves the right to reject any or all Tenders without assigning any reasons thereof.
15. In case if the bidder is not the owner, agents or authorized representatives should provide a letter from Owners authorizing them to bid on their behalf.
16. The model charter party agreement (Annexure X) clauses shall form and part of this tender document.
17. The Bank Guarantee (BG) for Bid Bond for Earnest Money Deposit (EMD) & BG for Delivery cum Performance Bank Guarantee should be provided from Scheduled Bank in India or Foreign Bank having branch in India.

TECHNICAL BID EVALUATION CRITERIA:

- 1 **THE VESSEL:**
The vessel meeting Directorate General of Shipping (DGS), India age norms should be sea-worthy in all respects, suitably equipped with all the necessary facilities/utilities for voyage. Adequate documents to substantiate this clause should be attached as appendix I.
- 2 **CHARTER PERIOD:**
The initial Charter of Vessel for a period of 365 days +/- 30 days at Charterer's option. Further, at charterers option upto two extendable period(s) each of 90 days +/- 30 days at Charterers option, based on the performance of the vessel. Acceptance to this should be provided as appendix II.
- 3 **SEAWORTHINESS OF THE VESSEL:**
The vessel should be sea-worthy in all respects and suitably equipped with all the necessary facilities/utilities/spares for voyage and scientific operations. Adequate documents to substantiate this clause should be enclosed as appendix III.
- 4 **ENDURANCE:**
The Vessel should have endurance of min. 45 days. Documents to substantiate this clause should be enclosed as appendix IV.
- 5 **ACCOMODATION:**
The vessel should have fully air-conditioned accommodation for minimum 15 Charterer's personnel exclusively. The entire living accommodation should preferably be in the Super-structure of the vessel with atleast Two Single cabins. The single cabins to have PC with Printer, TV, refrigerator etc. for Indian Chief Scientist & Dy. Chief Scientist. However, there should not be more than two persons in each cabin. All cabins should have attached bath and toilet facilities with a working table, chairs and sufficient storage space for members to keep belongings and daily utility items etc. Each cabin should also have electrical points, with Indian style sockets/adapter if needed, to operate electrical gadgets e.g. laptop, mobile charging etc.

The whole reach and burden of the vessel as available on-board workshops, Radio rooms, Mess room, cabins for charterers personnel and spaces required for scientific exploration, experiments and Research work, lawful deck capacity to be at the disposal of charterers. Acceptance to this should be provided as appendix V.
- 6 **CRANES & WINCHES:**
The offered vessel should have suitable cranes to handle for loading/offloading and handling equipment's on deck. The vessel should have a deep sea winch with wire rope (Approx. 10,000m of about 18-20mm diameter) and a conductor cable (CTD) winch of about 7000m length, alongwith a spare set on spools. Adequate documents to substantiate this clause should be enclosed as appendix VI.

7. SCOPE OF WORK:

The proposed work consists of:

- i. Multibeam bathymetric data acquisition
- ii. Subbottom profiler data acquisition
- iii. Side scan sonar imaging
- iv. Gravimeter data acquisition
- v. Magnetometer data acquisition
- vi. CTD operations
- vii. water sampling for chemical and biological studies,
- viii. Systematic sediment sampling / coring, rock dredging
- ix. Acquisition of all associated marine geophysical & oceanographic data with precise positioning, and
- x. Onboard standard data processing and report/chart/map preparations etc. as per Charterers instructions including systematic storage/archival.
- xi. Clean Lab. Facility facilitating sea water sample preparation for trace metal analysis.

The scope of service also includes engagement of trained and experienced personnel for handling, operating and maintaining all survey and scientific equipment's onboard the research vessel as well as preliminary processing of geophysical data acquired onboard.

The list of equipment's and broad specifications are indicated as under:

- A) Geophysical equipment's: Suitable for operations upto 6000m water depths and with digital data recording.
 - a. Wide swath Deepsea Multibeam bathymetric Echosounder (MBES)
 - b. Sound Velocity Profiler
 - c. CTD with Rosette sampler - Min. 24 bottles (One full set each of 5L & 10L capacity; 10L capacity bottles to be of Clean i.e. metal-free type)
 - d. Deepsea singlebeam Echosounder
 - e. Subbottom profiler
 - f. Side Scan Sonar (with MBES or towed)
 - g. Gravimeter
 - h. Marine magnetometer
 - i. Deep sea Pinger
- B) Geological equipment's:
 - a. Deepsea coring facility e.g. Gravity corer (Min. 6m or more).
 - b. Deepsea dredging facility for rock sampling (incl. chain-bag dredges).
 - c. Core splitting machine.
 - d. Grab samplers e.g. van-veen grab and Box corer.
- C) Deck Machinery (Essential & suitable capacity for operations in 6000m depths; All winches should provide minimum speed of 1m/sec):
 - a. CTD/SVP winch : 7000m
 - b. Hydrographic winch : 7000m

- c. Deepsea winch : 10000m
- d. Cold storage.
- e. Intercom systems in all Labs.
- f. Clean Laboratory for clean water sample analysis (Within Superstructure or containerised).
- g. Adequate laboratory space for working of Charterers personnel.

Owners to provide detailed Specifications, valid calibration reports /certificates of all survey and scientific equipment and sensors onboard, as per OEM recommendations for periodic calibration, to be provided for inspection before delivery.

Survey and Scientific equipment means, it includes all required sub-units and peripherals required for satisfactory data / sample collection. The Multibeam bathymetry, Gravity & magnetic processed datasets to be provided in required format. Sufficient spare cable / wire-ropes for CTD and deepsea winch should be available onboard.

8. LAB FACILITIES (General description):

- A. The offered vessel should have sufficient deck space in the aft for operating the scientific equipment's 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 equipment's onboard- The offered vessel should also have:
 - Clean Laboratory with minimum of 120 sq.ft in area within Superstructure or containerised, facilitating sea water sample preparation for trace metal analysis. Interior walls and working benches should be fully metal-free (covered totally with Teflon sheets) with provision for placing min. 12 Niskin water samplers.
 - Laboratory space of min. 400 sq.ft. for geophysical data acquisition/ processing/ analysis.
 - Wet laboratory space of min. 150 sq.ft. for sub-sampling/analysis of geological and water samples.
 - Minimum Four computers with latest Windows OS and MS office for offline work with color and BW laserjet printing facility.
 - Cranes for loading and offloading of materials, about 3-5T capacity.
 - Water sample collection and storage at various temperatures (4°C, -20°C).
 - Milli-Q for ultrapure water supply.
 - Laminar Flow/Clean bench.
 - Underway running seawater facilities in the laboratory & deck.
 - Storage area on-board for stocking samples collected onboard and consumables etc.
 - Suitable facility for undertaking deep-sea sampling operations in desired depths.

Adequate documents to substantiate Pt. No. 7 & 8, and indicating the details of equipment to fulfill abovesaid requirements including specifications, brochures, calibration reports/certificates etc. should be enclosed as appendix VII.

9. COMMUNICATION AND NAVIGATIONAL FACILITIES:

The vessel should have adequate mandatory communication and navigational equipment on-board for ship operations. These equipment should be made available to charterers personnel for scientific observations and operational requirements, if needed, like VHF sets etc. Adequate documents to substantiate and indicating the details of above requirement to fulfill this clause should be enclosed as appendix VIII.

10. THRUSTERS:

The vessel should be equipped with Bow (side) thrusters for stable positioning of vessel for the smooth operations in rough weather conditions also in the area of operations. A vessel with Dynamic Positioning (DP) system would be preferred. Adequate documents to substantiate and indicating the details of above requirement to fulfill this clause should be enclosed as appendix IX.

11. VALID CERTIFICATES:

The vessel should hold all mandatory valid certificates at the time of presenting it in sea-worthy condition to charterers at the Port of delivery. Validity should preferably be up to March 2020 & to be provided atleast 20 days before the delivery date. A copy of all certificates to be provided with the bid. If any certificate is expiring mid-term then the certificate with extended validity to be provided well in advance, else the monthly charter hire payment shall be withheld, from the previous calendar month of expiry of the applicable certificate, till a valid certificate is provided.

However, extension of any mandatory certificates/permissions etc. is the ultimate responsibility of the Owners only and should not hamper the Charterers activities in any manner whatsoever. Acceptance and undertaking to this clause should be enclosed as appendix X.

12. CLEARANCES / PERMISSIONS TO OPERATE WITHIN INDIAN EXCLUSIVE ECONOMIC ZONE (EEZ):

In order to operate in the Indian EEZ, all requisite clearances from the Ministry of Home Affairs (MHA), Ministry of Defence (MOD), Directorate General of Shipping (DGS) etc. are to be obtained for the vessel and foreign crew by Owners or their Agents. Charterers may offer necessary help in this regard; however, it shall be the ultimate responsibility of the Owners or their agents to obtain timely clearances.

13 OTHER REQUIREMENTS- The offered vessel should have following facilities for Charterers personnel:

- a. The vessel should have proper medical facilities along with a Doctor and MI room with adequate medicine and equipment in systematic storage to meet the emergency and routine medical needs.

- b. The vessel should have proper kitchen to cater to the requirements of the Charterers scientific crew apart from the vessel crew, with adequate number of equipment's and crockery, dining hall to accommodate about 15 persons and sufficient number of washing machines. An Indian cook and assistant cook is to be provided to prepare and serve the Indian style food to the charterers personnel. An additional steward is to be provided to the charterers for cleaning charterer's cabins, change linen/bedding, laundry, clean charterers laboratory/work area etc.
- c. Adequate life boats 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 in-door games.
- e. The vessel should have an office room equipped with PC, scanner, printer and photocopier for the use of Charterers personnel. Necessary office stationeries also to be provided.
- f. Adequate fresh water facilities for bath and potable drinking water (Avg. 4L per Day per Person) for consumption by Charterers personnel.

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

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 Sl. nos. 1 to 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 –V
6	Cranes &Winches	Complied	Not complied	Appendix –VI
7	Equipment and Lab facilities	Complied	Not complied	Appendix –VII
8	Communication and Navigational facilities	Complied	Not complied	Appendix –VIII
9	Thrusters	Complied	Not complied	Appendix –IX
10	Valid Certificates	Complied	Not complied	Appendix –X
11	Other Requirements	Complied	Not complied	Appendix –XI
12	Submission of bids in “ <i>Two Bid System</i> ”. (Cover-I : Technical Bid and Cover-II : Financial Bid)	Complied	Not complied	Appendix-XII
13	Submission of Bid Bond INR 1,25,00,000 / USD 1,75,000 along with Technical Bid	Complied	Not complied	Appendix-XIII
14	Unconditional validity of bid for 120 days from the last date of submission of bid	Complied	Not complied	Appendix-XIV

15	Acceptance for submission of Delivery cum Performance Bank Guarantee for execution of contract for a sum equivalent to 10% of contract value for Charter period, in case of award of contract to the bidder.	Complied	Not complied	Appendix-XV
16	In the event of the agreement being extended for extendable periods, as stipulated, 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-XVI
17	Offer submitted in original duly signed by the Owners/ authorized representative on each page.	Complied	Not complied	Appendix-XVII
18	Bidder accepts to render services on specifications, terms and conditions mentioned in the tender document.	Complied	Not complied	Appendix-XVIII
19	Submission of authority letter from owner, in case bid is submitted by authorized agent.	Complied	Not complied	Appendix-XIX
20	Pre-Contract Integrity Pact	Complied	Not complied	Appendix-XX

Signature.....

Name.....

For and on behalf of

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

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

.....

-----X-----

14. PAYMENT TERMS

- a. **Mobilization (MOB) charges:** 50% of the total Mobilization and Demobilization charges shall be paid upon delivery and acceptance of vessel to Charterers at a safe berth in, Chennai Port (Chennai) or any other port on East/West coast of India to be mutually agreed between Bidder/Shipowner and NCPOR, within 15 days of submission of invoice in original.
- b. **Demobilization (DEMOB) charges:** Balance 50% of the total Mobilization & Demobilization charges shall be paid after expiry of the Charter period of 365 +/- 30 days and upto two extendable periods each of 90 +/- 30 days, at Charterers option, upon re-delivery of vessel to Owners, as applicable, at a safe berth in Chennai Port (Chennai) or any other port on East/West coast of India, at Charterers option, 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 & time of delivery and acceptance of vessel and upto the date & time of redelivery of the vessel shall be payable every 30 days in advance. The 30 days advance payment shall be made by Charterers to owners between 13-17 days of every 30 days advance period. The owner should submit invoice in original 15 days in advance to charterers to release the charter hire payment.
- d. **Victualling charges:** Victualling charges shall be paid monthly within 15 days of submission of original invoice along with supporting documents duly authenticated by Master of Vessel/Owners Representative and Chief Scientist/Charterer representative.
- e. **Communication Charges:** Routine communication to be free of cost and any other 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/ Re-delivery:** The Charterers at port of delivery and the owners at port of re-delivery to take over and pay for all fuel remaining in the vessel's bunkers. Any difference in quantity on redelivery of the vessel will be deducted/ adjusted based on the basis of price of the latest delivered bunker rates. The payment shall be made within 15 days of submission of invoice in original by Charterers or deducted/adjusted in the balance 50% of the mobilization & demobilization charges payable to Owners or any payment due to Owners.

The vessel to be delivered and re-delivered **with not less than 50 MT (Metric Tons) and not exceeding 300 MT of fuel** in the vessel's bunkers. The available bunkers onboard vessel at the time of delivery and re-delivery shall be recorded by Charterers, on the basis of Joint Bunker Survey.

- g. **Survey expenses:** The on-hire and off-hire bunker and condition survey expenses to be shared equally by the Charterers and the Owners. The 50% of both the survey expenses will be deducted from the last payment due to the Owner by the Charterers.
- h. **Commission to Agent:** In case of an Indian Nominated Agent, if any, commission as agreed between the Owners and the Agent not more than 1.25% plus applicable taxes 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.

15. FINANCIAL BID OFFER SHOULD CONTAIN:

The details of charter hire cost, mobilization and demobilization costs at Chennai Port (Chennai), victualling etc. for first 365 days and same shall be applicable for two consecutive stipulated periods in the event of charterers exercising their option for extendable periods.

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

FINANCIAL BID FORMAT

The Financial Quote should be submitted in the following format:

- Indian bidders should quote in Indian Rupees (INR) only 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 in USD ONLY) shall be rejected.
- Quoted price should be inclusive of all applicable taxes (Indian taxes including GST etc. as on closing date of tender), Indian Agent commission, if any.
- Communication charges as mentioned above at 10(e), if any, will be paid by the charterer to owner on actual as detailed in payment terms, therefore, communication charges should not to be quoted and not to be considered under other charges.
- US\$ 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 Technical bid.

Sl. No	Description	Rate (if not written bid will be rejected)	
		INR ₹ (only for Indian bidders)	US \$ (only for foreign bidders)
1.	Mobilisation and De-mobilisation (lump sum) Chennai Port (Chennai)	Do no write here	Do no write here
2.	Charter hire per day	Do no write here	Do no write here
3.	Victualling charges per person per day	Do no write here	Do no write here
4.	Other charges if any, please specify	Do no write here	Do no write here
GRAND TOTAL:		Do no write here	

The financial bid evaluation criteria to arrive the Lowest (L1) bid, shall be based on the total financial implications to the Charterers on account of chartering of the vessel for a period of 365 days.

Commission (If any) to Indian Agent: In case of an Indian Nominated Agent, commission as agreed between the Owners and the Agent not more than 1.25% (plus applicable taxes) 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**

(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 (INR) only 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 in USD ONLY) shall be rejected.
- Quoted price should be inclusive of all applicable taxes (including GST etc. as on closing date of tender), Indian Agent commission, if any.
- Communication charges as mentioned above at 10(e), if any, will be paid by the charterer to owner on actual as detailed in payment terms, therefore, communication charges should not to be quoted and not to be considered under other charges.
- US\$ 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 Technical bid.

Sl. No	Description	Rate (if not written bid will be rejected)	
		INR ₹ (only for Indian bidders)	US \$ (only for foreign bidders)
1.	Mobilisation and De-mobilisation (lump sum) Chennai Port (Chennai)		
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, shall be based on the total financial implications to the Charterers on account of chartering of the vessel for a period of 365 days.

Commission (If any) to Indian Agent: In case of an Indian Nominated Agent, commission as agreed between the Owners and the Agent not more than 1.25% (plus applicable taxes) 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**

TENDER ACCEPTANCE FORM

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

1. Having examined the Tender Document NCPOR/DSEM/SC/18 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 120 days from the last date fixed for receiving the same and it shall remain binding upon us and to be accepted by you at any time before the expiration of that period.
3. We understand that NCPOR is not bound to accept the lowest or any Tender received.

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, if any		
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 (m ³)		
3.14	Cargo Deck Area (m ²)		
3.15	Number of Holds/Hatches		
3.16	Number of Cranes and maximum load lifting capacity		
3.17	Maximum Lifting capacity with single crane (MT)		
3.18	Water Production/day (m ³)		

3.19	Number of life boats / rescue boats with capacity for number of persons		
3.20	Number of life rafts with capacity for number of persons		
4	ACCOMMODATION (Charterers personnel only)		
4.1	Capacity		
4.2	No. of cabins		
4.3	Dining Hall with seating capacity		
4.4	Separate Recreation room with seating		
4.5	Galley /Kitchen (Indicate Separate or Shared)		
4.6	Medical Room		
4.7	Radio Room with VHF/ Satellite Phone/Internet facility, Printer/ scanner / 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, if any		
5.7	Bunker/Fuel type / Grade		
5.8	Bunker capacity (MT)		
5.9	Speed Max. (knots)		
5.10	Speed Normal Cruising (knots)		
5.11	FUEL GRADE: Indicate vessel using Marine Gas Oil (MGO) / Marine Diesel Oil (MDO)/ IFO.		
5.12	Fuel Consumption per 24 hrs Normal Cruising (MT) (at survey speed of 7 Knots)		
5.13	Fuel Consumption per 24 hrs Max. Speed (MT) (max. speed also to be indicated)		
5.14	Fuel consumption while at port per 24 hrs.		
5.14	Endurance (Number of Days)		
5.15	Thrusters -type and number(s)		
5.16	Indicate other vessel facilities:		

5.16.1	Facility for undertaking seabed sampling operations (SWL approx. 10T) e.g. Gravity coring, Rock dredging etc. in 6000m water depths.		
5.16.2	Deep Sea Winch (DSW) with 10000m steel wire rope of about 18-20mm diameter. Winch of suitable capacity to hold 7000m of CTD wire, and easy access for deployment.		

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 during surveys, transit (Cruising and Max. speed etc.) and at port.

Note: Documents in support of Technical Specifications, Drawings and color 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, GoI)

To

National Centre for Polar & Ocean Research (NCPOR)

(Ministry of Earth Sciences, Govt. of India)

Headland Sada, Vasco-Da-Gama,

Goa – 403 804. (INDIA)

Dear Sir,

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

(hereinafter called the bidder which expression shall, unless repugnant to context or meaning thereof, mean and include all its successors, administrators, executors and assignees) are submitting a Tender Reference No. NCPOR/DSEM/SC/18 (hereinafter referred to as Tender) and bidder having agreed to furnish an unconditional and Irrevocable Bank Guarantee of **(Indian Rupees only / US Dollars only) (as applicable)** towards bid bond/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 120 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 **45 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 NCPOR during the period of its validity. 2.a) If the tenderer fails to furnish the Performance security for the due performance of the contract. 2.b) Fails or refuses to execute the contract

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

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

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

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

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

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

7. Notwithstanding anything contained herein above, our liability under this guarantee is limited to **INR /- OR US \$ (as applicable)** _____ in aggregate and it shall remain in full force upto and including 45 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 45 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 45 days from the extended date, if any, if no such claim has been received by us within the 45 days after the said date/extended date, the NCPOR's right under this guarantee will cease. However, if such a claim has been received by us within and upto 45 days after the said date/extended date, all the NCPOR's right under this guarantee shall be valid and shall not cease. In case bidder (hereinafter called "Contractor") becomes successful bidder as declared by NCPOR, i.e. his tender is accepted the validity of this Bank Guarantee will automatically be extended until

the Contractor furnishes to the NCPOR a Bank Guarantee for an amount equivalent to 10% of the First time charter period contract price towards Delivery cum performance guarantee for delivery of one number of Oceanographic Research vessel 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 45 days after last date of validity period or extended period. If no such claim has been received by us within 45 days after the said date/extended date, the NCPOR's right under this guarantee will cease. However, if such claim has been received by us within and upto 45 days after the said date/extended date, all the NCPOR's right under this guarantee shall be valid and shall not cease.

This guarantee is valid until the _____ day of _____ year 20__.

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 _____, year 20__ 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 Polar & Ocean Research (NCPOR)
(Ministry of Earth Sciences, Govt. of India)
Headland Sada, Vasco-Da-Gama,
Goa – 403 804 (INDIA)**

Dear Sir,

In consideration of National Centre for Polar & Ocean Research having its registered office at Headland Sada, Vasco-Da-Gama, Goa – 403 804 INDIA (hereinafter referred to as “THE NCPOR”) which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns and having entered into a Contract/Notification of Award of Contract dated _____ (hereinafter called “THE CONTRACT”) which expression shall include all the amendments thereto with M/s. _____ (name of Company) _____ having its Head/Registered Office at _____ (address) _____ (hereinafter referred to as “THE CONTRACTOR”) which expression shall unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns and the contract having been unequivocally accepted by the Contractor resulting in a contract for an estimated value at INR./US \$ -----(of contract value of one time charter season which is to be taken as Mob + DeMob Charges + 365 Day hire charges + any other charges but excluding victualling if any) (Indian Rupees/US Dollars _____) for 365 days of Contract for time Charter of One suitable ship (**Name of the vessel & IMO Number**) for Charterers Operations and the NCPOR having agreed that the Contractor shall furnish to NCPOR a 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 First Charter period / Time Charter value of the contract i.e. INR./US \$ ----- (Mob and DeMob Charges + 365 Day hire charges + any other charges but excluding victualling charges if any) _____. We (Bank) _____ having its registered office at _____ (hereinafter referred to as “THE BANK” (which expression shall unless repugnant to the context or meaning thereof, include all the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay on

demand to the NCPOR any money or all monies to the extent of INR/US \$ _____ (Indian 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 NCPOR 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 NCPOR in writing.

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

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

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

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

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

7. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to INR/US\$ _____ (Indian Rupees/US Dollars _____) in aggregate and it shall remain in full

force upto and including Seventy-five 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 seventy-five (75) days after the extended date. Any claim under this Guarantee must be received by us before the expiry of seventy-five (75) days from _____ or before the expiry of 75 days from the extended date, if no such claim have been received by us within the seventy-five (75) days after the said date/extended date, the NCPOR's right under this Guarantee will cease. However, if such a claim has been received by us within and upto seventy-five (75) days after the said date/extended date, all the NCPOR's right under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

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

Date this _____ day of _____ year 201__ at _____

WITNESS:

(SIGNATURE)

SIGNATURE:

NAME

NAME & DESIGNATION WITH
BANK STAMP

OFFICIAL ADDRESS

PRE-CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the CHARTERER

- 1.1 The CHARTERER undertakes that no official of the CHARTERER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift,

reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The CHARTERER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the CHARTERER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the CHARTERER with full and verifiable facts and the same is prima facie found to be correct by the CHARTERER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CHARTERER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the CHARTERER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CHARTERER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any

material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CHARTERER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives in India.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the CHARTERER that the BIDDER is the OWNER and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CHARTERER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the CHARTERER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for the purposes of competition or personal gain, or pass on to others, any information provided by the CHARTERER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CHARTERER, or alternatively, if any relative of an officer of the CHARTERER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CHARTERER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount (as will be specified) as Bid Security Bond with the CHARTERER through the instruments as specified in the RFP.
- 5.2 The Bid Security Bond shall be valid up to a period, as will be specified in RFP, from the date of opening of bids and be suitably extended as requested by NCPOR.

- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CHARTERER to the forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the CHARTERER to the BIDDER on Bid Security Bond for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the CHARTERER to take all or any one of the following actions, wherever required:-
- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii) Forfeiture of the Security Bid Bond (in pre-contract stage) and/or Performance Security Bond (after the contract is signed) stand forfeited either fully or partially, as decided by the CHARTERER and the CHARTERER shall not be required to assign any reason therefore.
 - iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv) To recover all sums already paid by the CHARTERER , and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CHARTERER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CHARTERER, along with interest.

- vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CHARTERER resulting from such cancellation/rescission and the CHARTERER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the bidder from participating in future bidding processes of the Government of India for minimum period of five years, which may be further extended at the discretion of the CHARTERER.
- viii) To recover all sums paid in violation of this pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by CHARTERER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond in case of a decision by the OWNER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7. Fall Clause

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

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

8. Independent Monitors

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

Contact details of Independent External Monitors (IEMs):

- 1) **Shri. Arun Kumar,**
Ex-Secretary, Oil Industry Development Board (OIDB),
B-38, Vrindavan Apartment, Plot No.1, Sector-6, Dwarka,
NEW DELHI – 110 075. INDIA.
Email : kumararun_53@rediffmail.com
Mobile phone : 0091-9810621113

- 2) **Shri. Sushil Gupta,**
Ex-Chairman, Central Ground Water Board (CGWB),
No. B-702, Aravali Heights, Sector 21C,
FARIDABAD – 121 001. INDIA.
Email : sushilanitagupta@yahoo.com
Mobile phone : 0091-9999744061

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CHARTERER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CHARTERER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his

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

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

13. The parties hereby sign this Integrity Pact at _____ on _____

CHARTERER

Name: _____

BIDDER

(Details: _____)

DIRECTOR

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

Witness

1. _____

2. _____

Witness

1. _____

2. _____

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

It is this day mutually agreed between

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

AND

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

CLAUSE 1. PERIOD:

The Owners let, and the Charterers hire the vessel for a period of 365 days +/- 30 days in Charterers option and upto two extendable periods each of 90+/-30 days at Charterers option from the time the vessel is delivered after all mandatory clearances and surveys and placed at the disposal of the Charterers. Charterers option(s) will be decided by Charterers and will be based upon performance of each preceding charter season.

The Owners 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 excluding National Holidays.

CLAUSE 1.A. PORT OF DELIVERY:

At one safe port Chennai Port (Chennai), or any other Port on East/West coast of India to be mutually agreed between Bidder/Shipowner and NCPOR 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 in FEB/MARCH, 2019 to be declared at the time of finalization of Agreement and the said option for extendable periods to be declared 30 days in advance at the time of exercising the option for each extendable period.

CLAUSE 1.B. TIME OF DELIVERY:

The vessel to be delivered during MARCH, 2019 at Chennai Port (Chennai). The Owner to keep the Charterer updated as accurately as possible on the vessel's expected delivery dates.

Upon delivery, sea-trials for TWO DAYS shall be carried out. If the trials are successful, the date of delivery shall be considered as acceptance date. In case of unsatisfactory trials, the delivery date shall be invalid and new date of satisfactory trials shall be considered as delivery date.

Owners to pay for the port dues / pilotage / light dues / berth hire and other dues as required at the port of delivery till delivery and acceptance. Owners to berth the vessel after the last voyage for re-delivery and Charterers to pay for the cost of proportionate port dues till re-delivery / inward pilotage / berth hire till redelivery.

CLAUSE 2. TRADE:

The Vessel to be employed in lawful trades for the carriage of lawful merchandise only between good and safe ports or places where she can safely lie always afloat within the following limits: The Vessel to be employed as a scientific research vessel in any part of the world as directed by the Charterers including tropical waters, Indian Ocean waters and Indian EEZ region for the purpose of scientific survey, exploration, experiments and scientific research during all weather seasons. 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.

In order to operate in the Indian EEZ, necessary **clearances from the Ministry of Home Affairs (MHA) and Ministry of Defence (MOD) including DG shipping clearance** are to be obtained for the vessel and its foreign crew. Clients may offer necessary help in this regard; however, it shall be the ultimate responsibility of the Owners/Agents in obtaining timely clearances.

The scope of service also include engagement of trained and experienced personnel for handling, operating and maintaining all scientific equipment's onboard the research vessel. Owners should undertake processing of all geophysical data acquired onboard following the standard processing procedures and in consultation with the Charterers.

The vessel should have a Doctor onboard and proper medical facility to meet the medical needs of the Charterers personnel. The vessel preferably should have MI room for treating in-patients and adequate storage facilities for keeping medicines.

Owners to provide and pay for armed guards onboard, whenever required, for the safety of vessel and personnel onboard.

CLAUSE 3. OWNERS TO PROVIDE:

The Owner to provide and pay for all provisions and wages, for insurance of the Vessel and personnel, for all deck and engine-room stores including Lubricating Oil, Fresh Water etc. and maintain her in a thoroughly efficient state in hull and machinery during service.

The Owner to provide adequate number of Crane Drivers/operators and Crew for 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.

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 Owners's account.

Also to arrange 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.

CLAUSE 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).

CLAUSE 5. BUNKERS:

The Charterers at port of delivery and the Owners at port of redelivery to take over and pay for all marine diesel oil or fuel oil remaining in the vessel's bunkers and any difference in quantity be settled at the price ruling at the port of re-delivery at the time of re-delivery. The vessel to be delivered and re-delivered **with not less than 50 MT and not exceeding 300 MT of IFO/MGO/MDO** in the vessel's bunkers.

Charterers to deduct the value of bunkers expected to be onboard on redelivery at the rates of latest bunker supply or ruling rate at time of re-delivery at Chennai Port (Chennai) from the payment of last charter hire, demobilization charges and any other payment due to owners.

CLAUSE 6. HIRE & PAYMENT:

The Charterers to pay as hire **in quoted currency** _____ per day (including applicable taxes, if any), 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 and acceptance, until the Vessel's re-delivery to the Owners.

Payment of hire to be transferred to:
OWNERS' BANK ACCOUNT details-

Account Holder Name:

Bank Name:

Bank Branch:

Swift Code:

Account Number:

Other Details:

Owners to send invoices for first 30 days Charter hire after delivery of vessel and on submission of delivery certificate and the payment to be made by Charterers within 15 days. Every subsequent 30 days Charter hire bills to be submitted by Owners on the first day of start of next 30 days charter hire period and each payment will be made by the Charterers to Owners within 15 days.

While making the payment all bank charges within India shall be borne by Charterers and outside of India to the Owner's account, if any.

CLAUSE 7. RE-DELIVERY:

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

NOTICE:

The 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.

CLAUSE 8. CARGO SPACE:

The whole reach and burden of the Vessel 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.

CLAUSE 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.

CLAUSE 10. DIRECTIONS AND LOGS:

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

CLAUSE 11. SUSPENSION OF HIRE:

During operations for charterers or other necessary measures to maintain the efficiency of the Vessel, deficiency of Owner's men or Owner's stores, breakdown of machinery (CTD winch, Crane, Deep Sea winch), damage to hull or other accident, either hindering or preventing the working of the Vessel and continuing for timelines specified in Clause 32, 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.

The above is also applicable in the event of the vessel being driven into port or to anchorage through dangerous stress or weather, trading to shallow harbours or to rivers or ports with bars or suffering an accident to her cargo, any detention of the vessel and/or expenses or the cause by reason of which either is incurred, be due to, or be contributed to by, the negligence of the Owners personnel.

CLAUSE 12. RESPONSIBILITY AND EXEMPTIONS:

The Owners only to be responsible for delay in delivery of the Vessel or for delay during the currency of the Charter and for loss or damage to goods onboard, if such delay or loss has been caused by want of due diligence on the part of the Owners or their Manager in making the Vessel seaworthy and fitted for the voyage or any other personal act or omission or default of the Owners or the Manager.

The Owners not to be liable for consequent 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.

However, Charter to cease if there is strike total or partial by Master, crew or any officers technical or scientific.

CLAUSE 13 : NIL

CLAUSE 14. EXCLUDED PORTS:

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

CLAUSE 15. LOSS OF VESSEL(S):

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

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

CLAUSE 16. OVERTIME:

No overtime charges shall be payable by Charterers.

CLAUSE 17. LIEN:

Other than the scientific equipment and materials, additional equipment installed, brought or installed onboard the vessel by Charterers or on behalf of Charterers to be on 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.

CLAUSE 18. SALVAGE:

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 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.

CLAUSE 20. WAR: ("Conwartime 1993")

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

(i) "Owners shall include the shipowners, bareboard charterers, disponent owners, managers or other operators who are charged with the management of the Vessel and the Master, and

(ii) “War Risks” shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or 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 on Owners account only.

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.

CLAUSE 21. CANCELLING:

Should the Vessel not be delivered as set out by the 30th April 2019 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 3 working days after receiving notice thereof whether they cancel or will take delivery of the Vessel.

CLAUSE 22. DISPUTE RESOLUTION:

All disputes arising under this Charter Party shall be settled in India in accordance with the provisions of the Indian 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.

CLAUSE 23. NIL

CLAUSE 24. COMMISSION:

The Commission for Indian Agent, if any, in any case not more than 1.25% payable by ship owner on gross hire earned and mobilisation and demobilisation charges. The same shall be

deducted (plus applicable taxes) 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 24 as attached and General Arrangement documents and reference to ‘Fire fighting and Life saving appliances, Estimated fuel consumption pattern, as attached herewith, are deemed to be incorporated in this Charter party.

OWNERS

.....

CHARTERERS

**For and on behalf of Charterers
National Centre for Polar &
Ocean Research, (Ministry of Earth
Sciences, Government of India)
Headland Sada, Vasco-Da-Gama,
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, if applicable)

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: _____
ADDITIONAL INFORMATION, If any: _____

2. DRAFTS/DEADWEIGHT MTRS/MTNS

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

3. TONNAGE GROSS/NET

INTERNATIONAL: ____/____
SUEZ: ____/____
PANAMA: ____

4. DIMENSIONS OF CARGO SPACES, if any HOLDS

NO.	LENGTH	BREADTH	HEIGHT
-----	--------	---------	--------

TWEENDECKS

NO.	LENGTH	BREADTH	HEIGHT
-----	--------	---------	--------

HATCHES DIMENSIONS

NO.	MAIN DECK/BETWEEN TWNS/HOLDS	POSITION
-----	------------------------------	----------

HATCH COVERS TYPE: _____
METHOD OF OPENING: _____

HOLD CAPACITY

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

5. RO-RO EQUIPMENT (if any)_____

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

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

7. CARGO GEAR:

NUMBER OF CRANES: _____

MANUFACTURER: _____

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. FRESH WATER GENERATOR:

TYPE: __

CAPACITY: __

12. FUEL CONSUMPTION:

SERVICE SPEED/DAILY CONSUMPTION

Survey Speed :

Max speed:

IN PORT IDLE:

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

15. DISTANCES (Between superstructure, holds 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 ALL SAFETY REGULATIONS IN RESPECT OF LIFE SAVING APPLIANCES, FIRE FIGHTING APPLIANCES, FOR A VESSEL SPECIFYING CARRIAGE OF 15 CHARTERER’S 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. LIFE BOATS/ LIFE RAFTS/ZODIAC

____PIECES LIFE BOATS CAPACITY FOR __PEOPLE EACH, IN TOTAL
____PERSONS TO BE ACCOMODATED WITH LIFE BOATS.

21. NO OF CABINS AVAILABLE FOR PASSENGERS:

THERE ARE __ CABINS, __ CABINS – 2 SEATERS. __ __ SINGLE CABIN
DINING HALL (SITTING CAPACITY):

22. RECREATION ROOM; ___ SQUARE METRES (For Charterers use only).

23. NO. OF GALLEY (KITCHEN).

24. BOILER:

25. BUNKER (MGO/MDO) CAPACITY (METRICTONS)

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

TOTAL ___/___ TONS/CBM

DIESEL OIL: 90 PERCENT ; ___/___ TONS/CBM

HENCE TOTAL : _____ TONS

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

26. FUEL GRADE

CONSUMPTION DETAILS

SERVICE SPEED/DAILY CONSUMPTION

SEA LOADED PASSAGE:

SEA BALLAST PASSAGE:

27. SPEED

MAXIMUM

IN LOADED/BALLAST CONDITION ___KNOTS

SPEED NORMAL CRUISING

IN LOADED/BALLAST CONDITION ____ KNOTS

28. THRUSTERS

BOW/STERN THRUSTER _____

DYNAMIC POSITIONING SYSTEM [OPTIONAL]

ALL DETAILS ABOUT AND GIVEN IN GOOD FAITH.

ENDURANCE:

The Vessel has an endurance of minimum 45 days in the area of operation including the voyage time. The Vessel has sufficient bunkering facility to store fuels for said endurance.

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. 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. The vessel will also have Radar, GYRO Compass, Navigational Echo-sounder,

GPS, weather facsimile recorder, weather information receiving equipment and any other requisite equipment for navigation of the vessel. 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/MDO/MGO with bunkers remain onboard (BroB) will be furnished by the Master to the Charterers / Charterer's representative.

Overall estimated consumption of fuel pattern is as per Annexure I attached for vessel which pattern is estimation only and entirely dependent on the weather conditions etc. in the operation areas from time to time, as such, all figures in the pattern given as attached are without guarantee.

In addition to quantities of bunkers on delivery, the Charterers to arrange stem and take onboard bunkers prior to departure from Chennai Port (Chennai) for their voyages. 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 Chief Scientist / 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 Chief Scientist / Representative on board.

CLAUSE 26 Accommodation:

The Vessel has fully air-conditioned accommodation for Minimum 15 Charterers personnel, besides the Vessel's crew. The entire living accommodation is in the superstructure of the Vessel, preferably. Each cabin will have a working table, chairs and sufficient space for members to keep clothing and their daily utility items. Each cabin will also have electrical points/adapters (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 International 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 equipment's and crockery, dining hall to accommodate at least 15 Charterers persons at a time and sufficient number of washing machines for the use of the Charterer's personnel.

The Vessel will have sufficient lifesaving 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/ 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 Indian Chief Scientist including Laptop (Win 10 OS, MS OFFICE) with MFD printer, TV, Music system, refrigerator etc.

The Vessel will have an office room equipped with Laptop (Win 10 OS, MS OFFICE), 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 4 liters per person per day (preferable in 2L water bottles) 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 all the cabins, mess rooms, lounge and deck, common areas etc.

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 firefighting appliances for all persons to be carried onboard in accordance with the _____, the classification society of the vessel, for the voyage to Central/Southern Indian Ocean.

Number of life Safety boats/capacity:

___ life boats –with a capacity of _ persons each, 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. One of the lifeboats to be used as a rescue boat for the Charterer's personnel. The Vessel will be fitted with lifesaving appliances for all persons to be carried on board in accordance with the _____, the classification society of the vessel, for the voyage to the operations area.

Victualling:

The Charterers to pay the Owners for housekeeping and victualling costs at the rate of INR/ USD Only (inclusive of taxes as applicable, if any) 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. Owners to provide and pay for housekeeping like linen changing, cleaning of cabins, common places and the entire vessel with no additional costs. Charterers to be provided with food, beverages and toiletries according to International standards on 24-hour basis.

CLAUSE 27:

The Owner confirms that they will have onboard the vessel _____ (Vessel)_____ experienced master having the experience of research vessel operations and in addition the Chief Officer and/or Chief Engineer. The balance of the officers and crew will also be individually selected in order to endeavor that most or all of the crew have research vessel experience, preferably. Technical experts to operate all scientific equipment/other machineries onboard to the utmost satisfaction of Charterers.

CLAUSE 28:

If vessel is more than 25years of age the following to apply:

- i. The vessel must be classed by one of the International Association of Classification Society (IACS).
- ii. The vessel must undergo an inspection equivalent to an annual statutory survey and an intermediate SMC audit by Indian Registry of Shipping (IRS) before undertaking operations in the field. If the vessel is found deficient during the aforesaid inspection, immediate corrective action should be undertaken.
- iii. All statutory and class certificates including P&I cover should be valid at all times during the operation of the vessel.

CLAUSE 29:

If however, the Master considers it dangerous for this above described Vessel(s) to remain at the research areas for fear of safety/hazard on account of weather conditions, he has the liberty to sail to a convenient open place and wait for the Charterer's new instructions.

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

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.

Owners Scientists/Technicians should be available on 24-hour basis for manning the scientific equipment's and its operation.

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.

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

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

	<u>Equipment/facility</u>	<u>Deductions (Per day of charter hire)</u>
i.	Deepsea Multibeam Echosounder	25%
ii.	Sound velocity Profiler	10%
iii.	CTD (and/or Incl. Rosette & bottles)	10%
iv.	Side Scan Sonar	20%
v.	Sub-bottom Profiler	10%
vi.	Gravimeter	15%

vii.	Magnetometer	15%
viii.	Gravity Corer	5%
ix.	Rock Dredge	5%
x.	Spade corer (Box corer)	5%
xi.	Sediment Grab	5%
xii.	Deepsea Winch	10%
xiii.	CTD/SVP Winch	10%
xiv.	Pinger	10%
xv.	Clean lab Facility	20%

CLAUSE 33:

Joint condition and bunker 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.

During any other offhire due to the default of Owners or deficiency in service, breakdowns etc., the bunker survey will be carried out by a Third party surveyor cost of which will be paid by the Charterer and recovered from the Owners during the subsequent payments.

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. 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, if applicable.
- D. Owners to take out unnamed special contingency accident cover for Charterer's personnel onboard for individual value of USD 40,000/- each throughout the currency of Charter.

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

CLAUSE 36:

Pantry/saloon to be open for Charterers personnel round the clock keeping in view the nature of work. The vessel should have proper kitchen to cater to the requirements of the Charterers personnel apart from the vessel crew. Indian Cook (with one assistant) is to be provided to prepare and serve Indian style food to the Charterers personnel. One refrigerator (>500L capacity) to be provided in saloon for use of Charterers Personnel.

CLAUSE 37:

The Charterers have the right to use all facilities equipment's 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/ Marisat etc. onboard through the Owner's qualified personnel and without any hindrance from the Master or crew of the vessel without any costs to 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 Chennai Port (Chennai):

The sum of _____(_____**only**) for mobilization amount (50% of MOB + DEMOB) to be paid by the Charterers on delivery and acceptance of the vessel at, Chennai Port (Chennai)_or at any other port on East/West Coast of India to be mutually agreed between Bidder/shipowner and NCPOR to the Owner's bank account in lumpsum for First Charter Hire period of 365 +/-30 days.

The sum of _____(_____**only**) for de-mobilization (remaining 50% of MOB + DEMOB) to be paid by the Charterers after re-delivery of the Vessel at one safe port, Chennai Port (Chennai) or at any other port on East/West Coast of India at Charterers option to the Owner's bank account in lump-sum.

The said mobilisation / de-mobilisation charges paid to the Owners by the Charterers (for delivery/redelivery) 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 /equipment's and provisions and are applicable for First Charter Hire period of 365 days.

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 equipment's; (e) operation of all scientific equipment's/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 equipment's 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. All such incidents should be logged by the Master / Chief Engineer by a written complaint and compulsorily counter signed by the Indian Chief Scientist for later verification / adjustments.

CLAUSE 41:

The technical experts for scientific equipment operations/repair has to be provided by the owners for the charterers usage. Any equipment loss during operations will be on Owners account. A proper log book entry should be made for any such loss of equipment's on the spot.

CLAUSE 42:

Sufficient potable drinking water 4L per person per day (Average; but not limited to) 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 equipment's 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 technical breakdown of such equipment, the Charterers have to arrange repair at their own account. On completion of utilisation 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 one assistant cook and one steward 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 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 equipment's, 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 48: NIL

CLAUSE 49:

Charterers to deduct the value of bunkers expected to be onboard on redelivery at the latest rates at which the Charterers procured MGO/MDO/IFO 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 duly fitted and modified as per this Charter Party, they shall be liable to repay all advances paid by Charterers to Owners, return all the equipment placed or installed onboard the vessel by Charterers PLUS 7% from the time of payment of charges but not more than 45 days, if any, paid by the Charterer to the Owner. Any cost of transporting the equipment to the place nominated by the Charterers to be on Owners account and all other expenses that Charterers may deem fit to claim.

In case of pre-mature re-delivery of the vessel because of valid reasons the mobilization and de-mobilisation charges to be paid on pro rata basis depending upon such pre-mature re-delivery during the first year of charter or during extendable periods of Charterers optional periods.

CLAUSE 52:

The Owners to give Notice on Fixing followed by 25/15days approximate and 10 days definite notice for Charter hire periods to the charterers to:

NATIONAL CENTRE FOR POLAR AND OCEAN RESEARCH,
MINISTRY OF EARTH SCIENCES, Government of India,
Headland Sada, Vasco-Da- Gama, Goa 403804 Tel: +91-832-2525570
Fax : +91-832-2520877 Email: john@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. Should the vessel be arrested by the admiralty courts for any default on part of the Owners, the Charter cease from the date of such occurrence and Owners will be liable to pay for the following:

- i. Repatriation by AIR of charterer's personnel.
- ii. Bunkers consumed during the period.
- iii. Payment of port dues, berth hire and any other charges, as applicable.

The vessel will be accepted only after receiving 10 days of notice of readiness with all supporting documents on release.

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.

CLAUSE 62: Charter Hire

The Charterers to pay as hire **in quoted currency** _____ per day, all inclusive of any 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 DETAILS**

Account Holder Name :
Bank Name :
Bank Branch :
Swift Code :
Account Number :
Other Details :

Owners to send invoices for first 30 days Charter hire after delivery and acceptance of vessel and on submission of delivery certificate and the payment to be made by Charterers within 15 days. Every subsequent 30 days Charter hire bills to be submitted by Owners on the first day of start of next 30 days charter hire period and each payment will be made by the Charterers to Owners within 15 days.

To offset office and Banker's errors and delays, when effecting hire payments the Owners to give Charterers 15 (Fifteen) days written notice addressed to The Director, National Centre

for Polar and Ocean Research (Ministry of Earth Sciences), Headland Sada, Vasco-Da-Gama Goa 403804, India exclusive of Sundays and holidays.

While making the payment all bank charges within India shall be borne by Charterers and outside of India to the Owner's account, as applicable.

CLAUSE 63:

The Vessel to provide suitable and adequate communication and navigational facilities for the ship's operations. 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 in Indian Ocean region with all the essential communication facilities for voice, data, fax and telex facilities.

CLAUSE 64:

- (A) The vessel to provide a public address system in mess room, lounge, deck and common areas.
- (B) The Owner will provide for costs inclusive into the Charter hire supply of sufficient drinking water in adequate quantity in Disposal drinking water bottles to be provided in sufficient (Average 4L per person per day; but not limited to) 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.
- (C) The crew of sufficient strength to operate vessel / cranes / radio room to be on-board the vessel.

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/weather.

CLAUSE 66:

The cargo to be delivered by the Charterers to the Owners free alongside the Vessel, if any. The stevedoring costs, including charges /wharfage / 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.

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.

CLAUSE 68:

In the event of unforeseen detention of the Vessel in operational areas or anywhere in the deployment area specified by the Charterers 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 at NCPOR, Goa including samples belonging to the Charterers acquired 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 NCPOR, Goa 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 lifesaving appliances, firefighting appliances, for a vessel specifying carriage of 15 (Fifteen) of charterers' personnel, besides the vessels' officers and crew.

CLAUSE 70:

The Vessel _____ is fixed for 365 days (and for subsequent stipulated extendable periods) should Charterers exercise their option(s) for the scientific operations subject to the Vessel not being lost through an act of God or otherwise.

The vessel to be delivered fully passed for special survey and with no dry docking due in charter period, with no adverse class recommendations and is to be fully covered for entire employment period under this Charter party.

CLAUSE 71: Delivery cum performance guarantee:

Owners to provide Charterers a delivery cum performance guarantee for an amount of 10 % of contract value of one time charter period i.e. 365 days. The contract value to be taken as Mobilization & De-Mobilization Charges + Day hire charges for 365 days + any other charges, excluding victualling charges. The validity of same should be 45 days beyond time charter period, as applicable.

If the Charterers exercise option for extendable charter for 90 +/- 30 days after completion of the running charter period on same terms and conditions and further if charterers exercise option for time charter for the second extension period (One at a time) 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 charter period.

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:

Should the vessel deviate or put back during the operations contrary to the orders or directions of the Charterers, Charterers representative onboard, the hire is to be suspended from the time of her deviating or putting back until she is again in the same position or equivalent position from the intended destination and the operations/resumed there from.

CLAUSE 74:

The Charterers option for extension of the same charter party is subject to satisfactory overall performance of the said vessel. All off-hire time may in Charterers discretion be added to the period of Charter. This should be declared 10 (Ten) days prior to expiry of the Charter period.

CLAUSE 75:

FORCE MAJEURE

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.

BOTH TO BLAME COLLISION CLAUSE

If the liability for any collision in which the vessel is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America, the following Clause shall apply.

BOTH TO BLAME COLLISION CLAUSE

If the Ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim

whatsoever of the Owners of the said goods, paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.

These foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than or in addition to the colliding ships are at fault in respect to a collision or contact.

And the Charterers shall procure that all Bills of lading issued under this Charter Party shall contain the same Clause.

GENERAL AVERAGE AND THE NEW JASON CLAUSE

General Average shall be payable according to the York-Antwerp Rules 1994 but where the adjustment is made in accordance with the law and practice of the United States of America, the following Clause shall apply

NEW JASON CLAUSE

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever whether due to negligence or not, for which or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the Carrier in General Average to the payment of sacrifices, losses, expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the Carrier, the salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required be made by the goods, shippers, consignees or Owners of the goods to the Carrier before delivery.

And the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause

+++++

- 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 Charterers Representative.
- 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 Roti/Chapatis.

Rice to be of the long grain Basmati quality.

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

Owners to take sufficient stock of chicken, goat meat, fish etc. 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 non-veg/meat items. Sufficient number of eggs to be taken allowing for about two eggs per person per day.

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

Different types of cereals such as cornflakes, rice bran, oats etc. 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 atleast once in 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, pies, salad oils, sausages etc.

- 5) The Charterers are responsible for maintenance of order between their personnel and for safety of their equipment onboard. However, Owners to provide necessary assistance for securing/safely fixing the charterers equipment onboard.
- 6) The Charterer's cook and his assistant will cater 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 Indian Chief Scientist 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.

- 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 Indian Chief Scientist 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 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 and to be operated by Indian Stewards designated for Charterers.
- 9) 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, twice a week; hand/bath towels/table napkins thrice a week.
- 10) 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.
- 11) 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. There should be no disparity in the quality and quantity in supply of Soft Drinks, Tea, Coffee, Fresh fruits etc. between what is supplied to the Officers/Crew and the Charterer's personnel.
- 12) The Owners to supply sufficient number of video films on board the vessel and the Charterers to assist to acquire Hindi/English films on Owner's account.
- 13) The Indian stewards for Charterers to keep the individual cabins, mess rooms, recreation rooms, in the super structure deck including the bath rooms, water closets, clean. The Owners doing routine cleaning and maintenance of the common areas such as Sauna, Toilets, Public Places and alleyways etc. with the Charterers cooperating in keeping these places as clean as possible.
- 14) Food; the Owners to arrange and supply Chicken 35% , Fish/ Seafood 35%, Goat Meat 30% approx. or as advised by Charterers. Vegetables, soups and fruits of different varieties, yoghurt, Indian pickles and teas of different varieties.
- 15) (a) The Charterers prefer Charterers' personnel to be berthed with not more than 2 in a cabin including 2 single cabins.

(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 & 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 at port.

- (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 international waters as per the applicable rules & regulations requirements, if any.
- 16) The vessel is constructed with air-conditioning and it is the Master's discretion to regulate temperature to achieve the best possible comfort for all onboard keeping in view inside and outside temperatures.
- 17) Regarding the waste disposal facility on board, the Owners have an incinerator onboard.
- 18) 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.
- 19) 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.
 - 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/data.
 - e) Routine communications to be free of cost and Prices for other communications will be as per actual, if any.
- 20) The Owners to provide suitable safety railings/nets on main working decks to avoid danger to personnel falling overboard, if necessary.
- 21) 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.
- 22) Also -
- i. All rooms to have effective air-conditioning and heating.
 - ii. Owners to provide good quality furnishings in the Cabins including quilts/blankets/ pillow/ bed sheets/ bed covers towels/ tissue papers etc.
 - iii. Owners to provide good quality and adequate crockery and cutlery in the dining hall.
 - iv. Owners to ensure trouble free and smooth operation of evacuation system of toilets.
- 23) The Charterers will purchase liability insurance covering their personnel, equipment and materials, at their discretion.

24) Also:

i. Firefighting appliances :

The Vessel will have firefighting appliances for all persons onboard in accordance with the _____ of Shipping, the Classification Society of the vessel, for the voyages.

ii. Life Saving appliances:

The Vessel will have lifesaving appliances for all persons to be carried onboard in accordance with the _____ of Shipping, the Classification Society of the Vessel for the voyages.

+++++

OWNERS

For and on behalf of Owners

CHARTERERS

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