

राष्ट्रीय ध्रुवीय एवं समुद्री अनुसंधान केन्द्र
पृथ्वी विज्ञान मंत्रालय, भारत सरकार

National Centre for Polar & Ocean Research
(Ministry of Earth Sciences, Govt. Of India)

Headland Sada, Vasco-da-Gama, Goa 403 804, India



TENDER NO: NCPOR/MGE/HSS/01

Time Charter of Oceanographic Research Vessel

NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH

(Ministry of Earth Sciences, Govt. of India)

Headland Sada, Vasco-da-Gama

Goa -403 804, India

Website: <https://ncpor.res.in/>

Table of Contents

1	Notice Inviting Global Tender	1
2	Section A - Introduction and Scope of Work	7
4	Section B - Deliverables	20
5	Section C - Technical Bid Evaluation Criteria	22
6	Section D - Instructions to Bidders and Terms and Conditions of the Tender	27
7	Section E - Payment Terms and Conditions	31
8	Section F - Documents and Forms	35
9	Section G - Model Charter Party Agreement	69

**National Centre for Polar & Ocean Research (NCPOR),
Ministry of Earth Sciences, Govt. of India,
Headland Sada, Vasco-da-Gama,
Goa – 403 804 (India)
Phone: +91 832 2525570
Web: www.ncpor.res.in Email: john@ncpor.res.in**

Notice Inviting Global Tender

Director, National Centre for Polar & Ocean Research (NCPOR) invites sealed tenders in two parts (part I –Technical bid & part II Financial bid), super scribing Tender No. Item and due date from well-established / reputed manufacturers / authorised and bonafide vendors for the following item:-

SI No.	Tender No.	Item Description	Qty.	EMD	
				INR	US \$
1	NCPOR/MGE/HSS/01	Time charter of an Oceanographic Research Vessel capable of independent survey and exploration activities in the Central Indian Ridge, Southwest Indian Ridge, Carlsberg Ridge and within the Indian EEZ for a period of 300 days \pm 60 days	1	2,70,00,000	3,01,820

The last date for seeking clarifications: 26-12-2025

Pre-Bid conference: 30-12-2025

Bid Submission End Date: 14-01-2026/1600hrs

Bidders can download the tender document from the NCPOR website <http://www.ncpor.res.in> OR the CPP portal <https://eprocure.gov.in/epublish/app>.

Tender Bids will be accepted in the Manual / Physical form only. NCPOR is not responsible for any postal delays. The quotations will be opened on 15-01-2026/1030hrs in the presence of tenderers or their authorised representatives present if any.

The Director, NCPOR reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

SD/-
For & behalf of the Director, NCPOR.

Notice Inviting Global Tender

Director, NCPOR invites tenders for the time charter of an Oceanographic Research Vessel capable of independent survey and exploration activities in the Central Indian Ridge, Southwest Indian Ridge, Carlsberg Ridge and within Indian EEZ for a period of 300 days \pm 60 days further up to two extendable periods of similar, on mutual agreement between the Charterer and the Owner, at the same rates and terms and conditions specified in the tender document. The tender will be published on the NCPOR website, and bids will be invited as sealed tenders under the 'Two Bid System' (Cover-I: Technical Bid and Cover-II: Financial Bid).

Table 1. The details of the tender are given below:

1.	Tender No.	NCPOR/MGE/HSS/01
2.	Description	Time Charter of One Oceanographic Research Vessel capable of independent navigation. The vessel should be sea-worthy in all respects, suitably equipped with all the necessary scientific facilities/utilities and with a sufficiently experienced crew for maintenance and operations for undertaking voyages in the areas of Central Indian Ridge, Southwest Indian Ridge, Carlsberg Ridge and within the Indian EEZ.
3.	Charter Period	For a period of 300 \pm 60 days, tentatively commencing between January 2026 and February 2026, from Port Louis, Mauritius. A subsequent extension of two similar durations may be exercised on mutual agreement between the Charterer and the Owner, based on overall performance, and under the same rate, terms, and conditions.
4.	Delivery (Laycan) Period	Within 60 days after the finalisation of the Charter Party agreement.
5.	Port of Delivery/Port of Re-delivery	DELIVERY: Alongside berth at Port Louis, Mauritius. RE-DELIVERY: Alongside berth at Chennai, India
6.	Endurance	Min 45 days.
7.	Area of operation	The likely areas of operations are in the Central and Southwest Indian Ridges, Carlsberg Ridge of the Indian Ocean and within the Indian EEZ.
8.	Last date and time & place for submitting tender	14/01/2026 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	15/01/2026 at 1030 hours IST at NCPOR
		b) Financial bid (for Technically qualified bidders)	Shall be informed to the technically qualified bidders.
10.	Bid Bond/EMD from Scheduled Bank in India or Foreign Banks having a branch in India	INR 2,70,00,000/- or 3,01,820 USD in the form of a Bank Guarantee as per tender.	
11.	Bid validity	120 days from the last date of submission of the bid (last date as indicated in Column No. 8 above).	
12.	Bid Bond validity	120 days from the last date of submission of the 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 India or Foreign Banks having a branch in India	<p>a) Amount: 5% of the contract value of one-time charter of 300 days. The contract value is to be taken as Mobilization + De-Mobilization Charges + Day hire charges for 300 days + any other charges, excluding victualling charges.</p> <p>b) PBG Validity: (300+60) days from the date of delivery and acceptance of the vessel.</p> <p>c) If charters exercise option for time charter for stipulated up to two extendable periods each of 300 ± 60 days, the ship owner shall extend the validity of the 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	Group Director (Marine Geosciences and Exploration) National Centre for Polar & Ocean Research (NCPOR), Ministry of Earth Sciences, Govt. of India, Headland Sada, Vasco-da-Gama, Goa – 403 804 (India), Web: www.ncpor.res.in Phone: +91 832 2525570 Fax: +91 832 2520877	

The tender will be governed by the enclosed instructions to bidders and the terms and conditions specified in the tender document. Bidders are advised to submit a complete proposal in accordance with the tender requirements, clearly indicating their acceptance of

all clauses under the bid evaluation criteria, model charter party terms and conditions, and compliance with the technical specifications and mandatory requirements for the vessel being offered.

**Group Director
(Marine Geosciences and Exploration)
National Centre for Polar & Ocean Research**

1. Eligibility Criteria for Participation in this Tender:

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification' criteria. The bidder should meet the following eligibility criteria as of the date of their bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria (Eligibility Declarations).

The bidder must:

- (i) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended, and must not be the subject of legal proceedings for any of the aforesaid reasons.
 - a. Not stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by the Government from participation in its Tender Processes; and/ or
 - b. Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government from participation in Tender Processes of all of its entities, for:
 - i. offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988, or any other law; and/or
 - ii. offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
 - iii. suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
 - c. Not have changed its name or created a new "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.
- (ii) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt

should be made to induce any other bidder to submit or not to submit an offer to restrict competition. To determine whether there has been an occurrence of an act of conflict of interest, the decision by the Competent Authority, ENRET India, shall be final and binding.

- (iii) The Bidder must also fulfil other additional eligibility condition(s), if any, as prescribed in the Tender Document (including addenda, if issued).
- (iv) Bidder(s) shall go through F.No.6/18/2019 – PPD dated 23rd July 2020 issued by the Department of Public Procurement, Ministry of Finance, Govt. of India, and a declaration with regard to the same shall be given in Form 1.2 (Eligibility Declaration).

<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>

4. Pre-bid Conference:

NCPOR reserves the right to conduct a pre-bid conference (offline/online), if required, to seek clarification on the tender document, with prior notice to the bidders. Participation in such a Pre-bid Conference is not mandatory. If the prospective bidder does not participate or submit any query, then no subsequent representations from them with regard to the Tender Document shall be entertained.

5. Clarifications

A Bidder requiring any clarification regarding the tender document, if any may send their queries electronically to the Email ID mentioned in the tender document, provided the questions are raised before the clarification end date. This deadline shall not be extended in case of any intervening holidays.

6. Disclaimers and Rights of NCPOR, Goa

The issue of the Tender Document does not imply that NCPOR, Goa is bound to select bid(s), and it reserves the right, without assigning any reason, to:

- a) reject any or all of the Bids, or
- b) cancel the tender process at any stage; or
- c) abandon the procurement Services; or
- d) issue another tender for identical or similar and Services

Authorized signatory
For & on behalf of NCPOR

[Page left blank]

Section A

Introduction and Scope of Work

National Centre for Polar and Ocean Research (NCPOR), an autonomous body under the Ministry of Earth Sciences (MoES), Government of India, has been designated as the nodal agency for implementing national programmes focused on the comprehensive survey and exploration of hydrothermal sulphide deposits in the Indian Ocean. The upcoming phase of this programme is scheduled to commence tentatively in January / February 2026.

The primary objective of the proposed activities is to conduct multidisciplinary scientific operations in the Central Indian Ridge, Southwest Indian Ridge, Carlsberg Ridge and within the Indian EEZ. The detailed scope of work is outlined in the relevant sections of this document and is structured across four operational seasons. The required services and technical support expected from the bidders are also specified within the document. The scope of services also includes providing trained and experienced personnel to operate, maintain, and manage all scientific equipment involved in the survey and exploration programme. Assistance must also be extended for operating scientific equipment brought onboard by the Charterers during the cruise or expedition.

To facilitate these activities, NCPOR plans to charter an oceanographic research vessel capable of independent navigation for 300 days \pm 60 days, with an option up to two extendable periods of similar duration on mutual agreement between the Charterer and the Owner. Additionally, the vessel will be utilised for scientific operations and programmes of the sister institutes—National Institute of Ocean Technology (NIOT), Chennai, and the Centre for Marine Living Resources & Ecology (CMLRE), Kochi—as outlined in the scope of work. The vessel must be manned by a qualified and experienced crew and should be fully equipped to support scientific operations, data acquisition, processing, and the handling of instruments, accessories, and spares necessary for the mission.

The vessel is expected to be delivered at Port Louis, Mauritius, and redelivered at Chennai, India, at the conclusion of the charter period.

Scope of Work and Technical Requirements

The proposed work consists of:

- i. ROV surveys and sampling (two consecutive cruises of 30 days with a port call of two days)
- ii. Near-seafloor geophysical survey using Autonomous Underwater Vehicle (AUV)*
- iii. CTD operations
- iv. L-ADCP operations*
- v. Water sampling for chemical and biological studies, Incubation experiments
- vi. Systematic sediment sampling/coring, rock dredging (using suitable gadgets)
- vii. Acquisition of all associated oceanographic data with precise positioning, and post-processing of the data
- viii. Vessel-mounted ADCP
- ix. Deployments of deep ocean moorings**
- x. Multiple Plankton and Bongo Nets operations*
- xi. Atmospheric measurements using AWS
- xii. Moored Buoy deployment and retrieval operations

*/**: Instruments will be provided by NCPOR

Requirement of equipment onboard: The offered vessel should have the following essential scientific equipment (Table 2), in operational state/condition, with trained and experienced personnel for handling, operating and maintaining all survey and scientific equipment onboard the research vessel as well as the processing of oceanographic data acquired onboard.

A few of the scientific equipment, as listed in Table 7, will be provided by the charterer to undertake the above scope of services. However, operations of that equipment will be included in the scope of services of the ship owners. The scope of service also includes the engagement of trained and experienced personnel for handling, operating and maintaining all survey and scientific equipment onboard the research vessel as well as preliminary processing of oceanographic data acquired onboard.

Vessel built details (year of Built etc) and deck space details of the vessel shall be submitted along with GA drawings.

Details on Accommodation for the Maximum no. of Scientists and deployment assistants, apart from the Vessel crew shall be provided.

Table 2. Technical Requirements (Essential requirements during the full chartering period to be provided by the OWNER)

Sl. No	Requirement	Specification Details	Remarks
A. Cranes, Winches, etc.			
1.	Cranes & Winches	<ul style="list-style-type: none"> Crane: Handle a load of a minimum 5T for 	Adequate documents

		<p>loading/offloading and handling equipment on both the port and starboard side of the main deck of the vessel in the midship.</p> <ul style="list-style-type: none"> • Deep sea winch with rope of 10000m, typically 14-20 mm diameter cable, with a minimum capacity of 5T load. The winch should be capable of operating 6m gravity corer to collect sediment core samples/rock dredge/ benthic sledge etc. • Display unit to display the cable length (meter wheel) paid out during operation and load on winch, cable guider • A conductor (CTD) winch with 8000m long cable of diameter 8mm or more for CTD operation. • All essential spares for the winches should be available onboard. 	<p>illustrating the deployment of the CTD and gravity corer instruments should be enclosed as Appendix VI of bid.</p>
2.	A-Frame/Crane Provision to deploy/Tow and carry out scientific operations such as /Moorings etc. at the aft of the ship	<ul style="list-style-type: none"> • 7 m or more height with 5T SWL. <p>A-frame and crane are mandatory</p>	Adequate documents/photographs/diagrams should be provided
3.	Hydraulic Telescopic crane	<ul style="list-style-type: none"> • 5T SWL, Length of crane at least 5 m outreach from ship 	Adequate documents/photographs/diagrams should be provided
4.	USBL-based navigational system	<ul style="list-style-type: none"> • For Autonomous Underwater Vehicle and remotely Operated Vehicle operations, suitable for operations up to 6000 m water depth. accuracy of 0.2% of water depth. 	Adequate documents/latest calibration certificate should be provided
5.	CTD (Conductivity, Temperature and Depth) measurement and collection of water samples	CTD (Preferably SeaBird system with auxiliary sensors such as Dissolved Oxygen, Chlorophyll, Turbidity, Transmissometer,	Owner should provide the necessary calibration certificates and

		<p>PAR) comprising of conductor cable with deck unit:</p> <ul style="list-style-type: none"> • Sampling rate 24 Hz or more • Rosette underwater unit with capacity for 12/24 nos. Niskin bottles (water samplers of 12/10lit capacity each) • Data logging and processing system, Onboard facility for real-time data visualization • An extra conductor cable of the same length and all essential spares for the winches should be available on board • Adequate space for CTD operation and collection of seawater samples 	<p>manuals as per the OEM specification of the CTD and specific sensors along with tender document.</p>
6.	Automatic weather station (AWS)	AWS system with default sensors	Owner should provide the necessary calibration certificates and manuals as per the OEM specification of the CTD and specific sensors along with tender document.
7.	Deep-sea single-beam echosounder	Echosounder which can measure up to 6000 m water depth	Owner should provide the necessary calibration certificates and manuals as per the OEM specification
8.	Split beam echosounder (optional)	Operating frequency - 38 to 200 kHz (For biomass estimation)	Owner should provide the necessary calibration certificates and manuals as per the OEM specification
9.	Acoustic Doppler Current Profiler (ADCP) (frequency 35 to 75 kHz)	• Vessel-mounted ADCP for continuous current measurements along the ship track	Owner should provide the necessary calibration certificates and

		<ul style="list-style-type: none"> • Data recording and display facility should be available onboard 	manuals as per the OEM specification of ADCP.
10.	Miscellaneous	Vessel capstan and bollard and space to install Capstan winch for the deployment and retrieval of moored buoy systems.	

Schedule-1

The scope of work and technical requirements for Schedule-1 are detailed below. The technical and operational facilities should be provided by the bidder.

Table 3. Schedule-1 (~60 days)		
Cruise		Hydrothermal Sulphides Exploration in CIR and SWIR using Work-class Remotely Operated Vehicle (ROV)
Preferable Period		Fair-weather seasons at CIR and SWIR
Embarkation		Alongside berth at Port Louis, Mauritius
Disembarkation		Alongside berth at Port Louis, Mauritius
Objectives/ Intended Operations		Survey and sampling over the potential sites of Hydrothermal sulphide minerals using Work-class ROV/s, suitable for operations in water depths of 3000-4000 m. The scope of work also includes CTD casts, sediment sample collection, rock dredging, water sample collection.
Technical Requirements/ Instruments/equipment for the cruise		
Sl.	Instrument	Specifications / Operations / Purpose / Sensors
WORK-CLASS ROV with the following equipment and sensors		
1.	Multiple Colour pan-zoom-tilt cameras	<ul style="list-style-type: none">▪ Still & Video in 4K, FHD & SD resolution▪ High-Intensity LED lights for illuminating the seabed to facilitate high-resolution still/video imagery with video scaling system
2.	Forward-Looking or Sector Scan Sonar	
3.	Manipulator arms	<ul style="list-style-type: none">▪ Two or more Manipulator arms suitable for picking rocks, operating pushcores, saws, etc.▪ With tools to grab small rocks etc. from the seabed
4.	Underwater chain saw/Rock Saw / Cutter / Splitter Tools to cut and dislodge hard rock samples	
5.	Facility to store biological samples.	
	Storage of Samples	

6.	ROV Sampling Tray	Seabed Sampling Trays with ROV
7.	Sampling Basket	Separate sampling basket for lifting samples collected using ROV with a capacity for samples at least 500 kgs.
ROV SAMPLING SYSTEMS may include the following facilities/sensors		
Seawater characterization including chemical and thermal data collection:		
8.	Extendable temperature probe	<ul style="list-style-type: none"> ▪ 350° C or more ▪ With titanium needle ▪ ICL-T probe or better
9.	Hydrothermal Fluid Sampling	<ul style="list-style-type: none"> ▪ 4 or more bottles; 150ml or more pure and uncontaminated in-situ samples, non-reactive and high-temperature resistance, similar to KIPS (Emma Tech.) system or better <p>https://www.emma-technologies.com/products/sampling/deep-water-sampling/</p> <p>https://www.frontiersin.org/articles/10.3389/feart.2017.00045/full</p> <p>https://www.sciencedirect.com/science/article/abs/pii/S0967063701000462</p>
10.	Push Core with sample collection Boxes	<ul style="list-style-type: none"> ▪ 6 or more
11.	Water Bottle rack	<ul style="list-style-type: none"> ▪ 5L bottles Go-Flow type, 5 or more
12.	CTD Sensor (with following aux. sensors)	<ul style="list-style-type: none"> ▪ Preferably Seabird FastCAT SBE49, Similar to or better
13.	Oxygen Sensor	<ul style="list-style-type: none"> ▪ Preferably, Aanderaa 3841 O2 Optode, Similar to or better remove, makes
14.	PH Sensor	<ul style="list-style-type: none"> ▪ Preferably AMT Deep Water Sensor, Similar to or better/similar
15.	Turbidity Sensor	<ul style="list-style-type: none"> ▪ Preferably Sea-Point Turbidity Meter (STM/MCBH6M), Similar to or better
16.	High-Temperature probe	<ul style="list-style-type: none"> ▪ Up to 600° C ▪ PT100 or better

Schedule-2

The scope of work and technical requirements for Schedule-2 are detailed below. The Autonomous Underwater Vehicle (AUV) will be provided and operated by the NCPOR/NIOT. The bidder is required to provide necessary assistance for the integration of the Ultra Short Baseline (USBL) system with the AUV.

Table 4. Schedule-2 (~75 days)

Cruise	Hydrothermal Sulphides Exploration in CIR and SWIR using Autonomous Underwater Vehicle (AUV)
Preferable Period	Fair-weather seasons at CIR and SWIR
Embarkation	Alongside berth at Port Louis, Mauritius
Disembarkation	Alongside berth at Port Louis, Mauritius
Objectives/ Intended Operations	Near-seafloor geophysical survey over potential hydrothermal exploration sites using the Hugin 6000 AUV, owned by NIOT, with operations extending to depths of up to 6000 meters.
Remarks	<ul style="list-style-type: none"> • Kongsberg HIPAP 102 Acoustic positioning system with modem facility shall be installed; Compatible modem and transponder are installed already in the AUV OMe-6000. Option 2, Mounting flange shall be provided for installing the HIPAP 102 P portable Transceiver at Ship). • Two Ethernet (CAT 7) Interface shall be provided from Bridge to AUV operation station for AUV data telemetry and Captain Display for Ship navigation support. • 415V, 63A, Three Phase, Power Supply feed required from the Ship for AUV storage Container and operating station. • 30 feet Container shall be mounted for AUV deployment at the AFT end of the Ship and necessary deck Space shall be provided.

Schedule-3

The scope of work and technical requirements for Schedule-3 are detailed below. The technical and operational facilities to be provided by the bidder, as well as the instruments supplied by NCPOR, are outlined in separate sections.

Table 5. Schedule-3 (~75 days)	
Cruise/Expedition	Environmental Baseline Studies in the CIR and SWIR
Embarkation	Alongside berth at Port Louis, Mauritius
Disembarkation	Alongside berth at Port Louis, Mauritius
Objectives/Indented Operations	Physical data acquisition using CTD system and Seawater sampling with Niskin/Go-flow Samplers for various chemical/biological parameters. The scope of work also includes sediment sample collection, rock dredging, water sample collection, deployment of deep-sea moorings as planned by the Charterer.

Table 6. Technical Requirements/ Instruments/equipment for the cruise to be provided by Bidder			
Sl No.	Instruments	Specification Details	Remarks
1)	Hot air oven for drying glassware for	<ul style="list-style-type: none"> • temperature from 0 to 300°C 	Supporting documents/manual

	Chemistry, Biology and Microbiology works	<ul style="list-style-type: none"> • Air Circulation fan with digital display, 2 to 3 shelves, 80-100 Litre capacity 	s should be provided
2)	Laminar Flow/Clean bench (2 numbers) for chemistry and microbiology work	<ul style="list-style-type: none"> • Should be available onboard 	Supporting documents/manuals should be provided
3)	Incubators	<ul style="list-style-type: none"> • Two numbers incubators with lighting facility and temperature range 4°C to 37°C. 	Supporting documents/manuals should be provided in the tender document
4)	Mili Q for ultrapure water Unit	<ul style="list-style-type: none"> • System with advanced reverse osmosis and UV treatment • Water quality should be ultra-pure (Type I) (18.2 m ohm cm at 25°C, <1 ppb) • TOC and no particles > 0.22 µm • With POD dispenser and storage tank 	<p>Adequate space should be provided for Mili Q water unit in wet lab for reagent preparation and cleaning of equipments and glassware</p> <p>Supporting documents/manuals as per the OEM specification to be submitted</p>
5)	Deep Freezers	<ul style="list-style-type: none"> • Vertical cold storage for water samples (capacity ~ 1000 litersx 4 each) at various temperature (4°C, -20°C, -40°C/-80°C) • Four refrigerators ~300liters each Two Chest freezers of ~500 liters (-20°C) and (-40°C / -80°C) 	Supporting documents/manuals should be provided in the tender document
6)	Deep sea Pinger	<ul style="list-style-type: none"> • Used along with the sediment sampling/CTD cast/SVP/Water sampler for accurate measurement of depth of operation 	Supporting documents/manuals should be provided in the tender document
7)	Sound Velocity Profiler	<ul style="list-style-type: none"> • Suitable for operations up to 6000m 	Supporting documents, latest calibration certificates, manuals should be provided in the tender document
Geological Equipment			

8)	Sediment gravity corer	<ul style="list-style-type: none">• 6 m long gravity corer to be provided along with Lead weight of 750 Kg (75 x 10)• Spare Core cutter -3 nos• Spare core catcher -10 nos• Spare steel Core Barrel-2 nos• Spare PVC Core liner 125MM OD, to suit steel Core barrel-25 nos• Spare end caps to snugly fit PVC core liners-100 nos• Core cutting table with adequate space	Supporting documents/manuals should be provided in the tender document
9)	Deep sea dredging facility for rock sampling (incl. chain-bag dredges)	Supporting documents/manuals should be provided in the tender document	
10)	Grab samplers e.g. Van-Veen grab and Box corer.	Supporting documents/manuals should be provided in the tender document	
Lab and Deck Space requirements: The offered vessel should have sufficient deck space for operating the scientific equipments for oceanographic research. Adequate documents to substantiate and indicating the space offered to fulfil this clause should be enclosed as appendix VII.			
1	Container storage space	<ul style="list-style-type: none">• Adequate space at deck should be provided for accommodating 6 (six) nos of containers TEU (20Lx 8Wx 8H) feet, with provision for container locking• NCPOR will bring 6 (six) containers	Supporting documents/charts/diagrams should be provided in the tender document
2	Open Deck Space	<ul style="list-style-type: none">• Open deck space suitable for undertaking coring and sample collection	Supporting documents/charts/diagrams should be provided in the tender document
3	Wet Lab Space for filtration of seawater	<ul style="list-style-type: none">• Air-conditioned and temperature controlled• Should have multiple power sockets,• Seawater and fresh-water supply with the facility of wash basin	Supporting documents/charts/photographs/diagrams should be provided in the tender document

		<ul style="list-style-type: none"> • Suitable working tables for sample processing and preparation and analysis. • Laminar flow (class 1000) and a hot air oven should be placed in this room 	
4	Dry Lab space for various chemical experiments	<ul style="list-style-type: none"> • Air-conditioned and temperature-controlled space. • Should have multiple power sockets, fresh water supply, and wash basin. • Suitable platform for the installation of following equipments: to run, secure/tighten the instruments such as Auto analyzer, auto titrator, UV-VIS Spectrophotometer, Gas Chromatograph etc. during rough conditions of sea. 	Supporting documents/charts/ photographs/ diagrams should be provided in the tender document
5	Lab space for geological sampling	<ul style="list-style-type: none"> • Should have multiple power sockets, fresh water supply, and wash basin. • Suitable working tables for handling and subsampling of geological samples like sediment core, rocks etc. 	Supporting documents/charts/ photographs/ diagrams should be provided in the tender document
6	Lab space for Microbiological works	<ul style="list-style-type: none"> • Should have multiple power sockets, Seawater and fresh water supply with a facility of wash basin • Laminar flow (with UV lamp) and hot air oven should be placed in this room • Suitable working tables for sample processing and preparation and analysis. 	Supporting documents/charts/ photographs/ diagrams should be provided in the tender document

7	Easy access to storage space	<ul style="list-style-type: none"> Adequate space for the storage of sample boxes/consumables/accessories essential for everyday work, to be kept with proper lashings 	
8	Deck space for incubation experiments and testing satellite communication of various mooring/instruments	<ul style="list-style-type: none"> Deck area should be spacious/shadow free for conducting deck-based incubation experiment Facility for a continuous supply of surface seawater is required 	Supporting documents/charts/photographs/diagrams should be provided in the tender document
9	Meeting/Conference/Common Room with internet, LCD/LED Display with audio system	<ul style="list-style-type: none"> Should be provided for the scientific team 	
10	Accommodation Cabins with washrooms attached	<ul style="list-style-type: none"> All cabins should be with air-conditioning and heating as per the weather conditions (Polar conditions) 	
11	5 computers with Windows operating system and MS Office should be provided		
12	High-quality laser jet printer/plotter should be provided		

Table 7. List of Equipment/Instruments provided by NCPOR for the operation during Schedule-3:

The offered vessel should provide sufficient space to install/safe storage instruments provided by NCPOR for oceanographic research. The OWNER should provide adequate technical crew members for fixing/operating these instruments during the voyages.			
Sl. No.	Equipment	Function/ requirement	Support/ service required from Ship Owners
1.	Clean CTD with Winch, cable and clean Van	For water sampling	Operation and data acquisition (refer Table 4 below)

2.	Multiplankton net (MPN)	Vertical, stratified sampling of zooplankton	Operation and sample collection
3.	Bongo net with flow meter	Horizontal sampling of zooplankton at surface and mesopelagic	Operation and sample collection
4.	HT Net	Sampling of phytoplankton and zooplankton at subsurface	Operation and sample collection
5.	Box corer/ grab	Sediment sampling for infauna	Operation and sample collection
6.	Epibenthic sledge/dredge	Sampling of epifauna	Operation and sample collection
7.	Multi-corer	Sediment cores for macro, meio and microbenthos and for bioturbation measurements	Operation and sample collection
8.	Profiling instruments like L-ADCP, Additional CTDs, Radiometer, uCTD	For various hydrographic measurements	Support for fixing and winch operation only (data-acquisition will be carried out by NCPOR)
9.	Chemical analysis instruments (Auto analyzer, auto titrator, UV-VIS Spectrophotometer, Gas Chromatograph etc.)		Support for fixing only (operations/data-analysis will be carried out by NCPOR)

Schedule-4

The scope of work and technical requirements for Schedule-4 are detailed below. The technical and operational facilities mentioned in Table 2 should be provided by the Bidder.

Table 8. Schedule-4 (~60 days)	
Cruise/Expedition	Ocean Observation Systems
Embarkation	Chennai/Goa, India
Disembarkation	Chennai/Goa, India
Objectives/Intended Operations	To deploy and maintain moored observation data and Tsunami buoys in the Bay of Bengal and Arabian Sea. CTD and/or water sample collection.

Remarks	The weather at location should be supportive to do the mooring operations, buoy recovery and deployment, which requires lowering of Gemini boat.
----------------	--

Schedule-5

The scope of work and technical requirements for Schedule-5 are detailed below. The Autonomous Underwater Vehicle (AUV) will be provided and operated by the NIOT. The bidder is required to provide necessary assistance for the integration of the Ultra Short Baseline (USBL) system with the AUV.

Table 9. Schedule-5 (~60 days)	
Cruise/Expedition	Near Seafloor Survey using AUV
Embarkation	Chennai, India
Disembarkation	Chennai, India
Objectives/Intended Operations	Conducting near seafloor survey using Autonomous Underwater Vehicle (AUV) in the Bay of Bengal/Andaman
Remarks	Refer to the remarks in Table 4 for further details.

Schedule-6

The scope of work and technical requirements for Schedule-5 are detailed below.

Table 10. Schedule-6 (~120 days)	
Cruise	Biodiversity Exploration in Seamounts of Arabian Sea and Bay of Bengal (within EEZ of India) using Work-class Remotely Operated Vehicle (ROV)
Preferable Period	Fair-weather seasons at the Arabian Sea and the Bay of Bengal
Embarkation	Chennai/Kochi, India
Disembarkation	Chennai/Kochi, India
Objectives/ Intended Operations	Biodiversity Survey and sampling over the potential sites in the Seamount within the EEZ of India using Work-class ROV/s, suitable for operations in 4000 m water depths. The scope of work also includes CTD casts, sediment sample collection, rock dredging, and water sample collection (biological parameters).
Remarks	Details regarding the ROV specifications will be as in the Schedule 3, Table 3.

Section B

Deliverables

The following deliverables are required by NCPOR from the bidder during the period of the services:

1. **Daily Reports:** The Daily Reports shall be in a format acceptable to NCPOR (Format to be proposed by Contractor and approved by NCPOR, with modifications, if any), and shall include all relevant operational, nautical, and technical information for each calendar day the vessel is engaged in providing the services for NCPOR. The Daily Reports shall include as a minimum, the weather and sea conditions (a breakdown of all hours associated with the vessel activities and allocation of these hours as Survey Days, Transit Days, Maintenance and Minor Repair Days, Weather Downtime Days, Other Downtime Days, In-Port Days etc.); Scientific Operations undertaken; the progress of the onboard data processing; details of any significant Health, Safety and Environment related occurrences; description of any problems and other items of note. The Daily Reports shall be signed each day by the Leader of the Contractor's team onboard and the NCPOR representative onboard who is authorised to sign, and all discrepancies shall be annotated, if any. Copies of Daily Reports in a format shall also be sent by email every day to NCPOR, unless weather or atmospheric conditions or equipment failure prevent communication from the vessel to the shore, on any day.
2. **Quality Assurance Check:** Quality Assurance Check of the data shall be in a format acceptable to NCPOR and shall be checked and initialled by an appropriately trained, experienced and authorised employee against all quality assurance steps as carried out by the bidder.
3. **Operational Field Reports:** The bidder shall submit to NCPOR, three copies of the Operational Field Report, plus a copy in electronic format (Microsoft Word or Excel/PDF) in a format proposed by the Contractor and accepted by NCPOR. The Operational Field Report shall contain, as a minimum, a voyage summary; Vessel and Equipment used, copies of the Daily Reports; a daily systems log; a parameter report which provides a detailed description of the equipment used in the survey, operational procedures associated with the equipment, the quality control procedures associated with the equipment, the parameters for that equipment to operate within the specifications; and the details of operations at survey locations, as detailed in the Tender Document etc.
4. **Digital Data:** The bidder shall, together with the Operational Field Report submit TWO copies of all raw and processed data as per the specifications provided in the Tender Document's Table 5. This shall be handed over to NCPOR before cruise completion/disembarkation.
5. A description of anticipated deliverables is given below and shall be part of the submitted digital data:
 - i. Cruise report with details of all scientific equipment onboard, survey plans, scientific observations / operational details, survey logs, a detailed diary of events, and preliminary observations to be provided on completion of the cruise, at the time of disembarkation of NCPOR personnel from the vessel.

ii. Raw and processed data, as per instrument/equipment, specified in Table 2.

Table 11: List of expected data from an instrument/ sensor/ parameter deliverable is detailed below:

Data	Description
Navigation	<ul style="list-style-type: none"> • Table of file names/line names for all sensors including metadata • Vessel track plot in GIS-compatible format • Raw navigation files in OEM and ASCII format • Processed navigation files in ASCII format • Navigation in project geodesy/projection
Sound velocity	<ul style="list-style-type: none"> • SVP data in ASCII format. • Both upward and downward profiles. • Metadata with location maps
AWS Data	<ul style="list-style-type: none"> • RAW data • Processed data files in ASCII/TXT/CSV format
Single beam echosounder	<ul style="list-style-type: none"> • RAW data • Processed data files in ASCII/TXT/CSV format
CTD/ADCP	<ul style="list-style-type: none"> • Raw data including instrument Configuration files, processing details etc. • Processed data in CSV/ASCII/NetCDF format for all the sensors • Metadata with location maps
ROV Videos/Imagery	<ul style="list-style-type: none"> • Videos in standard formats (.mp4/.avi/.mkv/.mov) • Image mosaics • CTD, Temperature data in standard format

Section C

Technical Bid Evaluation Criteria

1. THE VESSEL

The vessel should be sea-worthy in all respects, suitably equipped with all the necessary facilities/utilities for the voyage and capable of independent navigation. The vessel meets Directorate General of Shipping (DGS), India age norms, should be sea-worthy in all respects, and suitably equipped with all the necessary facilities/utilities for the voyages. Adequate documents to substantiate this clause should be attached as Appendix I.

2. EXPERIENCE

With respect to ROV operations, if the bidder does not possess the required experience, a collaborating partner may be proposed. The bidder or the proposed collaborating partner must have demonstrable experience in ROV–vessel integration and conducting deep-sea (>3000 meters water depth) ROV operations for sample collection, for the last five (05) years. The bidder shall submit relevant supporting documents with the tender to substantiate the required experience.

3. CHARTER PERIOD

The initial Charter of Vessel for 300 days \pm 60 days, further up to two extendable periods of similar duration, on mutual agreement between the Charterer and the Owner, based on the satisfactory performance on the same rate and terms and conditions. Acceptance of this should be provided as Appendix II.

4. SEAWORTHINESS OF THE VESSEL

The vessel should be sea-worthy in all respects and suitably equipped with all the necessary facilities/utilities/spares for the voyages and scientific operations. All the statutory certified certificates, including but not limited to the following, should be enclosed (English language / Translated to English language duly certified)

- i) Classification Certificate
- ii) International load line certificate
- iii) Safety Radio Certificate
- iv) Compliance Certificate to carry Hazardous cargo
- v) SM Safety Management Certificate
- vi) International Oil Pollution Prevention Certificate
- vii) Compliance Certificate of Sewage Pollution Prevention
- viii) International Tonnage Certificate

The vessel should hold all mandatory valid certificates required for operation in the Antarctic waters at the time of presenting it, in sea-worthy condition to CHARTERERS at the Port of delivery. Validity of certificates should be up to 31st August 2026 and to be provided at least 20 days before the delivery date.

Adequate documents to substantiate this clause should be enclosed as Appendix III.

5. ENDURANCE

The Vessel should have an endurance of min. 45 days. Documents to substantiate this clause should be enclosed as Appendix IV.

6. ACCOMMODATION

The vessel should have fully air-conditioned accommodation for minimum 20 (may indicate the possibility of additional accommodation) Charterers personnel exclusively. The entire living accommodation should preferably be in the Superstructure of the vessel with at least Four Single cabins. The single cabins to have PC, TV, refrigerator etc for Indian Chief Scientist & Dy. Chief Scientists. However, there should not be more than two persons in each other cabins. 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/adapters 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 of this should be provided in Appendix V.

7. CRANES & WINCHES

The offered vessel should have suitable cranes to handle loading/offloading and handling equipment on deck. The vessel should have a deepsea winch with wire rope (Approx. 10,000m of about 14-20mm diameter) and a conductor cable (CTD) winch of about 8000m length, along with a spare set on spools. Adequate documents to substantiate this clause should be enclosed as Appendix VI.

8. SEA ACCEPTANCE TEST (SAT)

After the embarkation of NCPOR personnel and transit to the survey area, sea trials for all equipment and facilities shall be conducted. If the trials are successful, the date and time of departure to the survey area shall be considered the official acceptance date. In the event of unsatisfactory trials, the acceptance date shall be revised to the date of successful completion of the Sea Acceptance Test (SAT).

9. Communication and Navigational Facilities

The vessel should have adequate communication and navigational equipment onboard for ship operations. These include HF, VHF and satellite communication equipment. The satellite communication systems (E mail, Internet and Wi-Fi) for uninterrupted access by

the CHARTERERS from India and onboard personnel. The vessel should also have Radar, GYRO Compass, GPS, weather Facsimile recorder, Satellite cloud-imagery receiving system (APT), ice-information receiving equipment and any other requisite equipment for navigation of the vessel in icy waters. All these equipment should be made available to CHARTERERS personnel for scientific observations and operational requirements. Adequate documents to substantiate and indicating the details of above requirement to fulfill this clause should be enclosed as Appendix VIII of bid.

10. VALID CERTIFICATES

The vessel should possess 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 31st August 2026 and to be provided at least 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 is 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.

11. TECHNICAL REQUIREMENTS

The bidder should be responsible for the availability of the instruments, technical/operational supports as detailed in the Section A.

12. OTHER REQUIREMENTS

The offered vessel should have the following facilities for Charterer's 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 emergency and routine medical needs.
- b. The vessel should have a proper kitchen to cater to the requirements of the Charterer's scientific crew apart from the vessel crew, with adequate number of equipment and crockery, a dining hall to accommodate about 30 persons and a 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 charterer's personnel. An additional steward is to be provided to the charterers for cleaning charterers' cabins, changing linen/bedding, laundry, cleaning charterers laboratory/work area etc.
- c. Adequate lifeboats sufficient enough to rescue the Charterer's personnel and crew in any unforeseen eventuality.
- d. Adequate recreation and conferencing facilities such as TV, Audio, and few indoor 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 freshwater facilities for bath and portable drinking water (Avg. 4L per Day per Person) for consumption by Charterers personnel.
- g. Adequate documents to substantiate and indicating the details of above requirement to fulfill this clause should be enclosed as appendix XI.

13. Other Criteria / Terms

- a. Financial turnover: The average annual financial turnover of related service providers during the last three years, ending 31st March of the previous financial year, should be at least INR 30,00,00,000/- (30 Crores or equivalent USD).
- b. In line with Rule 170 of the GFR and DoE OM dated 25.07.2017, bidders registered with the Central Purchase Organisation, the concerned Ministry/Department, or recognized Startups under the Department for Promotion of Industry and Internal Trade (DPIIT) may be granted relaxation from submitting the EMD (Bid Security). However, such bidders may be required to submit a Bid Security Declaration in lieu of the EMD.
- c. Foreign companies may enter into a joint venture with an Indian company to participate. The Procuring Entity reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturing indigenously a product developed abroad under a license from a foreign manufacturer (who holds intellectual property rights) under a technology collaboration agreement/ transfer of technology agreement with a precise phasing of increase in local content. Bidder must have obtained such exemption letter is issued by the standing committee headed by the Secretary, Department for Promotion of Industry & Internal Trade (DPIIT) and submit it along with his bid to avail such an exemption.
- d. Consortiums/ Joint Ventures (JV) are permitted to bid, applicable to the following conditions:
 - 1. The tender shall clearly specify the Lead Partner, and the bid shall be submitted by the Lead Partner on behalf of the consortium/JV.
 - 2. The consortium/JV shall submit a valid Joint Bidding Agreement specifying the roles, responsibilities, and financial commitments of each partner.
 - 3. Technical Capacity: Technical capacity will be assessed collectively for the consortium/JV. Combined experience of all partners in operating, managing, or chartering research or offshore vessels with scientific/ROV capabilities will be considered together and they must demonstrate adequate capability to meet all technical requirements

outlined in the tender (vessel specifications, crew, instrumentation, safety compliance, etc.)

4. Financial Capacity: The financial turnover criteria shall be assessed individually for the Lead Partner and the other partners. The Lead Partner shall meet 50% of the qualifying financial turnover criteria, and each of the other partners shall meet 25% of the same.
- e. Start-ups and Micro and Small Enterprises (MSEs) registered under relevant Government of India schemes shall be eligible to participate in the bidding process.
 - f. Micro and Small Enterprises (MSEs) are provided relaxation from submission of the EMD (Bid Security) in accordance with Rule 170 of the GFR. To avail this relaxation, bidders must submit a valid recognition certificate from the Department for Promotion of Industry and Internal Trade (DPIIT) and Udyam Registration Certificate, as applicable.

Section D

Instructions to Bidders and Terms and Conditions of the Tender

Director, NCPOR invites sealed tenders for time charter of Oceanographic Research Vessel capable of independent survey and exploration activities in the Central Indian Ridge, Southwest Indian Ridge, Carlsberg Ridge and within Indian EEZ. Instructions for bid submission are given below:

1. Instructions To Bidders

1.1. Preparation of Bids:

- 1.1.1 Kindly go through the enclosed Notice Inviting Tender (NIT), Bid Evaluation Criteria and Bid documents before submission of bids.
- 1.1.2 Ensure that all documents including the supporting technical literature of the vessel offered, are submitted in the English language. If original documents are in any other language, then certified English translations are to be provided.
- 1.1.3 The Model Charter Party Agreement given in this tender shall be part of the terms and conditions of the tender.
- 1.1.4 In the event of any discrepancy or ambiguity, the terms and conditions of the tender document shall prevail.
- 1.1.5 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.

1.2. Technical bid/Cover-1 should contain following:

- 1.2.1 Tender Acceptance Form as per Annexure-I duly endorsed in acceptance.
- 1.2.2 Compliance Statement duly endorsed in acceptance as per Annexure -II.
- 1.2.3 Criteria for Technical Evaluation duly endorsed in acceptance as per Annexure-III.
- 1.2.4 Details of the offered Vessel- Annexure-V.
- 1.2.5 Bid Bond of requisite value and validity- as per Annexure-VII.
- 1.2.6 Any other technical information considered necessary.
- 1.2.7 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.

1.3. Financial Bid/Cover-2 should contain following:

"Financial bid" shall comprise the price schedule considering all financially relevant details must be enclosed strictly as per the financial bid format (Annexure-VI) without any alterations or any conditions, with authorized signatures and stamp. While making the payment all bank charges within India shall be borne by NCPOR and outside of India to the bidder account. Bids shall be evaluated in equivalent Indian

Rupees at the Foreign exchange Bill Selling rate as declared by the State Bank of India, Vasco-da-Gama, Goa, India, on the day of the opening of the techno-commercial bid.

- 1.3 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 "Time charter of Oceanographic Research Vessel" not later than 1600 IST, 14/01/2026 to be dropped in the designated tender box at the following address:

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

- 1.4 The complete bid, including the prices, must be type-written or printed in ink. Bids written in pencil will be rejected.
- 1.5 The currency of the quote should be in Indian Rupees/USD, and should be indicated on the quoted financial bid format (Annexure-VI), the quotation will be rejected. Currency, once quoted, will not be allowed to change. The Contract Agreement shall be entered in the currency of the quote.
- 1.6 Bid Bond shall be forfeited in the following events: -
- 1.6.1 If the offer is withdrawn during the validity period or any extension thereof.
 - 1.6.2 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 the issue of Letter of Intent (LOI) by NCPOR.
 - 1.6.3 If a bidder, whose tender has been accepted, fails to furnish a Delivery cum Performance Bank Guarantee within 30 days before the expiry of the Bank Guarantee period for the Bid bond.
- 1.7 Bid Bond of unsuccessful bidders will be returned after the finalization of the tender. Bid Bond of the successful bidder will be returned on receipt of Delivery/acceptance cum Performance Bank Guarantee.
- 1.8 In case certain clarifications are sought by NCPOR after the opening of the tender, the reply of the bidder should be restricted only to the clarifications sought.
- 1.9 Offer(s) to be dropped in the 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.
- 1.10 NCPOR reserves the right to reject any or all Tenders without assigning any reasons thereof.
- 1.11 In case if the bidder is not the owner, agents or authorized representatives should provide a letter from the Owners authorizing them to bid on their behalf.
- 1.12 The model charter party agreement (Annexure IX) clauses shall form part of this tender document.
- 1.13 The BG for Bid Bond or EMD & BG for Delivery cum Performance Bank Guarantee (BG) should be provided from Scheduled Bank in India or Foreign Bank having a

branch in India.

- 1.14 Bank Guarantee (BG) shall be issued by the issuing bank to the SWIFT account of the CHARTERER (NCPOR) in CHARTERERS bank as per the details below and SWIFT message copy to this effect to be provided to NCPOR in time. All BG charges including the BG handling charges at CHARTERERS bank State Bank of India, Vasco-da-Gama shall be paid by issuing bank.

Table 12.

Name of the Beneficiary	National Centre for Polar & Ocean Research [NCPOR]	
1	Name & Address	State Bank of India, Commercial Branch Shree Vidyadiraj Bhavan, Francisco Louis Gomes Road, Vasco-Da-Gama Goa – 403 802, India
2.	Bank Account Number	10153336180
3.	Bank Account Type	Saving Account
4.	Bank Branch Code	04116
5.	IFS Code	SBIN0004116
6	MICR No	403002047
7	SWIFT CODE	SBININBB229
8	PAN No	AACFN4991P
9	TAN No	BLRN01981A

- 1.15 Indian banks at their option may issue original BG on a stamp paper in place of SWIFT option.
- 1.16 The bid security can be accepted in the form of Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheques or Bank Guarantee (including e-Bank Guarantee) from any of the commercial Banks or payment online in an acceptable form.
- 1.17 The performance security can be furnished in the form of Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-Bank Guarantee) from a commercial Banks or online payment in an acceptable form.
- 1.18 The EMD amount in the currency will also be accepted by enclosing the following along with the technical bid.
- EMD transferred SWIFT code message and while transferring narration should be MGEHSSEMD.....(bidder name)
 - Transaction/bank charges should be added to the EMD amount before remittance, Final receipt at NCPOR account should not be less than the EMD amount sought in this tender.
 - Undertaking in the following format with seal and signature of the bidder.

Undertaking by the Bidder

I/We the bidder M/sis undertake that while remitting EMD in against the tender No....., all the bank charges and loss in foreign exchange during the time of crediting the amount to NCPOR account as well as while refunding the amount by NCPOR to beneficiary account in foreign currency will be borne by bidder.

Accordingly, I/We accept that NCPOR shall refund net EMD amount after deducting all estimated bank charges and estimated loss in foreign exchange involved to the bidder account including the cushion for fluctuations in exchange rates and without interest.

1.19 While making the tender fee payment through wire transfer should state the remittance information narrative: MGEHSSEMD.....(fill tenderer name in full) and the swift message of transfer to be enclosed with technical bid (cover I), failing which tender will not be considered.

1.20 If any bidder prefers to deposit the EMD / Performance bond amount directly in the NCPOR's bank, the details of the bank account are given in Table 12. It may be noted that NCPOR will refund the same as per tender terms in the currency of quote without any interest and only the amount credited at the time of bid submission in our account in Indian Rupees. Estimated bank transaction charges and cushion for FOREX rate fluctuations etc. would be deducted before refund.

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

1.22 The bidder should provide an undertaking on: Restrictions on procurement from bidders from a country or countries, or a class of countries under **Rule 144 (xi) of the General Financial Rules 2017** of India: We certify as under:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

(a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;

(b) we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority"

Section E

Payment Terms and Conditions

1. Details of payment terms and conditions:

- 1.1. Mobilisation (MOB) and Demobilisation charges:** 50% of the total Mobilization and Demobilization charges shall be paid upon delivery and acceptance of the vessel to Charterers at a safe berth in Port Louis, Mauritius, within 15 days of submission of invoice in original. Balance 50% of the total Mobilisation & Demobilisation charges shall be paid after the expiry of the Charter period upon re-delivery of the vessel to Owners, as applicable within 15 days of submission of invoice in original.
- 1.2. Charter hire Charges:** Charter hire charges shall be calculated on a pro-rata, per-minute basis starting from the date and time of delivery and acceptance of the vessel and continuing up to the date and time of redelivery of the vessel. The payment for each completed 30-day period (or part thereof) shall be made by the Charterer to the Owner within 15 days of receipt of the original invoice from the Owner, which shall be submitted within 7 days after the completion of the billing period.
- 1.3. Victualling charges:** Victualling charges shall be paid monthly within 15 days of submission of the original invoice along with supporting documents duly authenticated by the Master of Vessel/Owners Representative and Chief Scientist/Charterer's representative.
- 1.4. Communication Charges:** All communications to be free of cost for the Charterer's usage.
- 1.5. Bunkers on Delivery/ Re-delivery:** The Charterers at the port of delivery and the owners at the port of re-delivery are 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 the price of the latest delivered bunker rates. The payment shall be made within 15 days of submission of the invoice in original by Charterers or deducted/adjusted in the balance 50% of the mobilization and demobilisation charges payable to Owners or any payment due to Owners.
- 1.6.** The vessel to be delivered and re-delivered **with not less than 100 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 the Joint Bunker Survey.
- 1.7. Survey expenses:** The on-hire and off-hire bunker and condition survey expenses are to be shared equally by the Charterers and the Owners. 50% of both survey expenses will be deducted from the last payment due to the Owner by the Charterers.

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

1.9. No advance payment shall be made by NCPOR. In case of any unavoidable circumstances the advance payment will be made against 110% bank guarantee.

1.10. Goods and Service Tax Network (GSTN) should be provided by the bidder (As applicable).

1.11. Payment terms are subject to Clause 33 of the model charter party agreement.

1.12. Liquidated Damages (LD):

1. LD will be calculated based on the total value for 300 days of charter hire, excluding duties and taxes, where such duties/taxes have been shown separately in the contract, if any.
2. The owners should mobilize and deploy the required vessel, manpower and complete set of equipment to commence the services as specified by NCPOR.
3. Any delay on the part of the owners in mobilisation / commencement / handing over of deliverables within the specified period shall attract LD charges. If the owner is unable to mobilize/deploy and commence the services within the period specified, it may request NCPOR for an extension of the time with unconditionally agreeing to levy and recover LD. Upon receipt of such a request, NCPOR may, at its discretion, extend the period of mobilization and shall recover from the owner. The LD charges shall be levied as a sum equivalent to 0.5 % of the total value (i.e., 300 days of charter hire value), for each week of delay or part thereof, or at pro-rata basis (more than 6 hours to be considered as full day and more than three days to be considered as a full week), subject to a maximum of 5 % of the total value.
4. The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by NCPOR on account of delay on the part of the owners and the said amount will be payable without proof of actual loss or damage caused by such delay.
5. In case of inordinate delays, the maximum limit of liquidated damages will be 10% (ten percent) of the total contract value."

1.13. Off-Hire Terms:

In the event that any equipment or machinery becomes non-operational, fails, or is lost, the vessel shall be considered off-hire. However, if the Charterer still opts to proceed with cruises for other purposes, provided these are acceptable to the

Charterer, the Owners shall ensure that the faulty or missing equipment/machinery is repaired or replaced at the earliest opportunity. During the period of unavailability of such equipment or machinery, appropriate deductions shall be applied in accordance with the daily deduction rates specified below.

Equipment/facility Deductions (Per day of charter hire)

1.	ROV and USBL	50%
2.	Sound velocity Profiler	10%
3.	CTD (and/or Incl. Rosette & bottles)	25%
4.	Gravity Corer	5%
5.	Rock Dredge	5%
6.	Spade corer (Box corer)	5%
7.	Sediment Grab	5%
8.	Deepsea Winch	20%
9.	SVP Winch	10%
10.	Pinger	10%
11.	Any Lab Facility	15%
12.	CTD winch (Conductor type)	25%
13.	ADCP	20%
14.	A Frame	20%
15.	Hydraulic Telescopic crane at the Aft	20%
16.	Mili Q for ultrapure water supply	5%
17.	Hot air oven	5%
18.	Laminar flow (clean bench)	10%
19.	Incubators	15%
20.	Single Beam Echosounder	10%

Index: Specifications, Evaluation Criteria, Terms & Conditions, Model Charter Party Agreement, and Operational Requirements for Oceanographic Research Vessel

1	Technical Bid Evaluation Criteria	Page: 22
2	Instructions to Bidders and Terms and Conditions of the Tender	Page: 27
3	Document/Acceptance/Undertaking For Compliance of Techno-commercial Bid evaluation criteria	Page: 30
4	Tender Acceptance Form	Page:35
5	Details of offered vessel and Bidder	Page: 48
6	Financial Bid Format	Page:51
7	Format of Bank Guarantee for Bid Bond	Page: 53
8	Format for Bank Guarantee for Delivery cum Performance Bond	Page: 56
9	Pre-Contract Integrity Pact	Page:59
10	Eligibility Declarations	Page: 66
11	Model Charter Party Agreement	Page: 69

Section F

Documents and Forms

1. Documents to be submitted by the bidder along with the techno-commercial bid

ANNEXURE – I

(TO BE SUBMITTED WITH TECHNO COMMERCIAL BID – COVER-I)

TENDER ACCEPTANCE FORM

To:

The Director

The National Centre for Polar and Ocean Research

Headland Sada, Vasco Da Gama,

Goa-403 804, India

1. Having examined the Tender Document xxxxxx dated xx/xx/xxxx 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 300 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:.....

COMPLIANCE STATEMENT

(TO BE SUBMITTED WITH TECHNO COMMERCIAL BID – COVER-I)

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

Document/Acceptance/Undertaking for Compliance of Techno-commercial bid evaluation criteria:				
S. No	Specification/Description (Please 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	Dynamic positioning (optional)	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 “Two Bid System”. (Technical Bid and Financial Bid)	Complied	Not complied	Appendix-XII
13	Submission of Bid Bond 2,70,00,000/- or 3,01,820 USD along with Technical Bid	Complied	Not complied	Appendix-XIII
14	Unconditional validity of the bid for 120 days from the last date of submission of the 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 5% 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
22	Copy of Financial bid with the prices masked (unpriced financial bid)	Complied	Not complied	Appendix- XXI
23	Technical/Laboratory Facilities (Refer Annexure III)	Complied	Not complied	Appendix- XXII
24	Eligibility Declaration	Complied	Not complied	Appendix- XXIII

Signature.....

Name.....

For and on behalf of

.....

.....

.....

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

.....

TECHNICAL EVALUATION

ANNEXURE – III

TO BE SUBMITTED WITH TECHNO COMMERCIAL BID – COVER-I as Appendix XXII)

Sl.	Description	Response from Bidder	Supporting document
1.	The bidder/collaborating partner shall have experience in executing ROV-Vessel integration and deep-sea (>3000m water depth) ROV operations for various sample collections for the last FIVE (05) years. The bidder should provide necessary supporting documents for validating the experience.		
Technical/Laboratory Facilities			
Sl.	Description	Requirement	Offered/Remarks

1.	Cranes and Winches	<ul style="list-style-type: none"> • Crane: Handle a load of a minimum 5T for loading/offloading and handling equipment on deck. • Deep sea winch with rope of 10000m, typically 14-20 mm diameter cable, with a minimum capacity of 5T load. The winch should be capable of operating 6m gravity corer to collect sediment core samples/rock dredge/ benthic sledge etc. • Display unit to display the cable length (meter wheel) paid out during operation and load on winch, cable guider • A conductor (CTD) winch with 8000m long cable of diameter 8mm or more for CTD operation. • All essential spares for the winches should be available onboard. 	
2.	A-Frame/Crane Provision to deploy/Tow and carry out scientific operations such as deep-sea moorings, buoy deployment etc. at the aft of the ship	<ul style="list-style-type: none"> • 7 m or more height with 5T SWL. 	
3.	Hydraulic Telescopic crane	<ul style="list-style-type: none"> • 5T SWL, Length of crane at least 5 m outreach from ship 	
4.	Ultra-Short Baseline (USBL)-based navigational system	<ul style="list-style-type: none"> • For underwater vehicle operations, suitable for operations up to 6000 m water depth. 	

5.	CTD (Conductivity, Temperature and Depth) measurement and collection of water samples	<ul style="list-style-type: none"> • CTD (Preferably SeaBird system with auxiliary sensors such as Dissolved Oxygen, Chlorophyll, Turbidity, Transmissometer, PAR) comprising of conductor cable with deck unit: • Sampling rate 24 Hz or more • Rosette underwater unit with capacity for 12/24 nos. niskin bottles (water samplers of 12/10lit capacity each) • Data logging and processing system • An extra conductor cable of the same length and all essential spares for the winches should be available on board • Adequate space for CTD operation and collection of seawater samples 	
6.	Automatic weather station (AWS)	<ul style="list-style-type: none"> • AWS system with default sensors 	
7.	Deep-sea single-beam echosounder	<ul style="list-style-type: none"> • Echosounder which can measure up to 6000 m water depth 	
8.	Split beam echosounder (optional)	Operating frequency - 38 to 200 kHz	
9.	Acoustic Doppler Current Profiler (ADCP)	<ul style="list-style-type: none"> • frequency 35 to 75 KHz • Vessel-mounted ADCP for continuous current measurements along the ship track • Data recording and display facility should be available onboard 	
10.	Vessel capstan and bollard	Vessel capstan and bollard and space to install Capstan winch for the deployment and retrieval of moored buoy systems.	

11.	Hot air oven for drying glassware for Chemistry, Biology and Microbiology works	<ul style="list-style-type: none"> • temperature from 0 to 300°C • Air Circulation fan with digital display, 2 to 3 shelves, 80-100 Litre capacity 	
12.	Laminar Flow/Clean bench (2 numbers) for chemistry and microbiology work	<ul style="list-style-type: none"> • Should be available onboard 	
13.	Incubators	<ul style="list-style-type: none"> • Two numbers incubators with lighting facility and temperature range 40°C to 37°C. 	
14.	Mili Q for ultrapure water Unit	<ul style="list-style-type: none"> • System with advanced reverse osmosis and UV treatment • Water quality should be ultra pure (Type I) (18.2 m ohm cm at 25°C, <1 ppb) • TOC and no particles > 0.22 µm • With POD dispenser and storage tank • Adequate space should be provided for Mili Q water unit in wet lab for reagent preparation and cleaning of equipments and glasswares 	
15.	Deep Freezers	<ul style="list-style-type: none"> • Vertical cold storage for water samples (capacity ~ 1000 liters x 4 each) at various temperature (4°C, -20°C, -40°C/-80°C) • Four refrigerators ~300liters each Two Chest freezers of ~500 liters (-20°C) and (-40°C / -80°C) 	
16.	Deep sea Pinger	<ul style="list-style-type: none"> • Used along with the sediment sampling/CTD cast/SVP/Water sampler for accurate measurement of depth of operation 	
17.	Sound Velocity Profiler	<ul style="list-style-type: none"> • Suitable for operations up to 6000m 	

18.	Sediment gravity corer	<ul style="list-style-type: none"> • 6 m long gravity corer to be provided along with Lead weight of 750 Kg (75 x 10) • Spare Core cutter -3 nos • Spare core catcher -10 nos • Spare steel Core Barrel-2 nos • Spare PVC Core liner 125MM OD, to suit steel Core barrel-25 nos • Spare end caps to snugly fit PVC core liners-100 nos • Core cutting table with adequate space 	
19.	Deep sea dredging facility for rock sampling (incl. chain-bag dredges)	<ul style="list-style-type: none"> • Rock samples dredging 	
20.	Grab samplers e.g. Van-Veen grab and Box Corer.	<ul style="list-style-type: none"> • Surface sample collection 	
21.	Container storage space	<ul style="list-style-type: none"> • Adequate space at deck should be provided for accommodating 6 (six) nos of containers TEU (20Lx 8Wx 8H) feet • NCPOR will bring 6 (six) containers 	
22.	Open Deck Space	<ul style="list-style-type: none"> • Open deck space suitable for undertaking coring and sample collection 	
23.	Wet Lab Space for filtration of seawater	<ul style="list-style-type: none"> • Air-conditioned and temperature-controlled • Should have multiple power sockets, • Seawater and fresh-water supply with the facility of wash basin • Suitable working tables for sample processing and preparation and analysis. • Laminar flow (class 1000) and a hot air oven should be placed in this room 	

24.	Dry Lab space for various chemical experiments	<ul style="list-style-type: none"> • Air-conditioned and temperature-controlled space. • Should have multiple power sockets, fresh water supply, and wash basin. • Suitable platform for the installation of following equipments: to run, secure/tighten the instruments such as Auto analyzer, auto titrator, UV-VIS Spectrophotometer, Gas Chromatograph etc. during rough conditions of the sea. 	
25.	Lab space for geological sampling	<ul style="list-style-type: none"> • Should have multiple power sockets, fresh water supply, and wash basin. • Suitable working tables for handling and subsampling of geological samples like sediment core, rocks etc. 	
26.	Easy access to storage space	<ul style="list-style-type: none"> • Adequate space for the storage of sample boxes/consumables/accessories essential for everyday work, to be kept with proper lashings 	
27.	Deck space for incubation experiments and testing satellite communication of various mooring/instruments	<ul style="list-style-type: none"> • Deck area should be spacious/shadow free for conducting deck-based incubation experiment • Facility for a continuous supply of surface seawater is required 	
28.	Meeting/Conference/Common Room with internet, LCD/LED Display with audio system	<ul style="list-style-type: none"> • For scientific team usage 	
29.	Work Class ROV with the following facilities/ sensors		

	a)	Multiple Colour pan-zoom-tilt cameras	<ul style="list-style-type: none"> • Still & Video in 4K, FHD & SD resolution, • High-Intensity LED lights for illuminating the seabed to facilitate high-resolution still/video imagery with laser scaling 	
	b)	Forward-Looking or Sector Scan Sonar		
	c)	Manipulator arms	<ul style="list-style-type: none"> • Two or more Manipulator arms suitable for picking rocks, operating pushcores, saws, etc. • With tools to grab small rocks etc. from the seabed 	
	d)	Underwater chain saw/Rock Saw / Cutter / Splitter Tools to cut and dislodge hard rock samples		
	e)	Scoops, nets, knives		
	f)	ROV Sampling Tray	<ul style="list-style-type: none"> • Seabed Sampling Trays with ROV 	
	g)	Sampling Basket	<ul style="list-style-type: none"> • Separate sampling basket for lifting samples collected using ROV with a capacity for samples at least 500 kgs. 	
	h)	Extendable temperature probe	<ul style="list-style-type: none"> • 350o C or more • With titanium needle • ICL-T probe or better 	

	i)	Hydrothermal Fluid Sampling	<ul style="list-style-type: none"> • 4 or more bottles; 150ml or more • pure and uncontaminated in-situ samples, • non-reactive and high-temperature resistance, similar to KIPS (Emma Tech.) system or better • https://www.emma-technologies.com/products/sampling/deep-water-sampling/ • https://www.frontiersin.org/articles/10.3389/feart.2017.00045/full • https://www.sciencedirect.com/science/article/abs/pii/S0967063701000462 	
	j)	Push Core with sample collection Boxes	<ul style="list-style-type: none"> • 6 or more 	
	k)	CTD Sensor (with following aux. sensors)	<ul style="list-style-type: none"> • Preferably Seabird FastCAT SBE49, Similar to or better 	
	l)	Oxygen Sensor	<ul style="list-style-type: none"> • Preferably, Aanderaa 3841 O2 Optode, Similar to or better remove, makes 	
	m)	PH Sensor	<ul style="list-style-type: none"> • Preferably AMT Deep Water Sensor, Similar to or better/similar 	
	n)	Turbidity Sensor	<ul style="list-style-type: none"> • Preferably Sea-Point Turbidity Meter (STM/MCBH6M), Similar to or better 	
	o)	High-Temperature probe	<ul style="list-style-type: none"> • Up to 600° C • PT100 or better 	

Signature.....

Name.....

For and on behalf of

.....

.....

.....

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

ANNEXURE – IV

(TO BE SUBMITTED WITH TECHNO COMMERCIAL BID - COVER-I)

DETAILS OF BIDDER

The bidders are advised to give the necessary information required by respective points along with documentary support therefore 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	

Signature.....

.....

Name.....

..... For

and on behalf of

.....

.....

.....

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

.....

Date:

ANNEXURE- V

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

DETAILS OF OFFERED VESSEL

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

SI No	Description	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 DETAILS		
a)	Vessel Name		
b)	Year of Built		
c)	Year of registration		
d)	Year of refit/ refurbishment		
e)	IMO Number		
f)	Ice class of the vessel, if any		
g)	Seaworthiness		
h)	Length (m)		
i)	Breadth (m)		
j)	Draft max. (m)		
k)	Gross Tonnage (MT)		
l)	Net Tonnage (MT)		
m)	Dead Weight Normal Operation (MT)		
4.	CARGO FACILITIES		
a)	Cargo Holds (m3)		
b)	Cargo Deck Area (m2)		
c)	Number of Holds/Hatches		
d)	Number of Cranes and maximum load lifting capacity		
e)	Maximum Lifting capacity with single crane (MT)		

f)	Water Production/day (m ³)		
g)	Number of life boats / rescue boats with capacity for number of persons		
h)	Number of life rafts with capacity for number of persons		
i)	Compliance for carrying hazardous cargo (Fuel/Oil/Lubes/Compressed gas cylinders of hydrogen, nitrogen, oxygen, argon, LPG etc.)		
j)	Boat required for glider operations		
5.	ACCOMMODATION (Charterers personnel only)		
a)	Capacity		
b)	No of cabins		
c)	Dining Hall with seating capacity		
d)	Separate Recreation room with seating		
e)	Galley /Kitchen (Indicate Separate or Shared)		
f)	Medical Room		
g)	Radio Room with VHF/ Satellite Phone/Internet facility, Printer/ scanner / copier etc.		
6.	ENGINE, BOILER, FUEL & SPEED		
a)	Number of Engine(s)		
b)	Main Engine Type		
c)	Main Engine (BHP)		
d)	Auxiliary Engine Type		
e)	Auxiliary Engine (BHP)		
f)	Central Heating System, if any		
g)	Bunker/Fuel type / Grade		
h)	Bunker capacity (MT)		
i)	Speed Max (knots)		
j)	Speed Normal Cruising (knots)		
k)	FUEL GRADE: Indicate vessel using Marine Gas Oil (MGO) / Marine Diesel Oil (MDO)		
l)	Fuel Consumption per 24 hrs Normal Cruising (MT) (at survey speed of 7 Knots)		
m)	Fuel Consumption per 24 hrs Max Speed (MT) (max. speed also to be indicated)		
n)	Fuel consumption while at port per 24 hrs.		
o)	Endurance (Number of Days)		
p)	Dynamic positioning/Thrusters -type and number(s) (optional)		

q)	<p>Indicate other vessel facilities:</p> <ul style="list-style-type: none"> i. Facility for undertaking seabed sampling operations (SWL approx. 10T) e.g. Gravity coring, Rock dredging etc in 6000m water depths. ii. Deep Sea Winch (DSW) with 10000m steel wire rope of about 18-20mm diameter. iii. Winch of suitable capacity to hold 7000m of CTD wire, and easy access for deployment. iv. A-Frame/Crane Provision to deploy/Tow and carry out scientific operations such as Moorings etc. at the aft of the ship 		
----	--	--	--

The technical bid (cover I) should be accompanied by a General Arrangement (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 – VI

(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/USD).
- Quoted price should be inclusive of Indian Agent commission, if any.
- Communication charges, if any, will be paid by the charterer to owner on actuals as detailed in payment terms, therefore, communication charges should not be quoted and not be considered under other charges.
- The details of charter hire cost, mob and demob, victualling etc. for one season i.e. 300 days and same shall be applicable for two subsequent hiring period in the event of CHARTERERS and OWNERS exercising their option for second and third extension of similar duration.
- 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 300 days.
- In case of victualling charges, estimated numbers provided are only tentative and the payments will be made as per actuals on a pro-rata basis as per the rates quoted.

Table xx

Sl. No	Description	Rate (if not written bid will be rejected) INR/USD
		INR (only for Indian bidders)
1	Mobilisation (lump sum) Port Louis, Mauritius	
2	De-mobilisation (lump sum) Chennai, India	
3	Charter hire per day	
4	Mobilisation of ROV (lump sum) Port Louis, Mauritius	

5	De-mobilisation of ROV (lump sum) Port Louis, Mauritius	
6	ROV mobilisation charges (lumpsum), on mobilising ROV at Chennai and or Cochin, India	
7	ROV demobilisation charges (lumpsum), on demobilising ROV at Chennai and or Cochin, India	
8	Per day charges for ROV operations (12 hrs operation)	
9	Per day charges for ROV operations (24 hrs operation)	
10	ROV idling charges during non-operational down time days or fraction of days	
11	Any additional cost related to ROV operations (please specify)	
12	Victualling charges (for 20 people for 300 days)	
13	Other charges if any, please specify	
	GRAND TOTAL	

(Bidders Signature & the Seal of the Company /Agency)

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

FORMAT FOR BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with the stamp Act, Gol)

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

Dear Sir,

Whereas, National Centre for Polar & Ocean Research having its registered office at Headland Sada, Vasco-Da-Gama, Goa – 403 804. INDIA (hereafter called as Tenderer which expression shall unless repugnant to context or meaning thereof, including all its successors, administrators, executors and assignees) has floated a tender enquiry for Time Charter of One 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. xxxxxxxx (hereinafter referred to as Tender) and bidder having agreed to furnish an unconditional and Irrevocable Bank Guarantee of **INR/USD(Indian Rupees/U S Dollars)** 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 300 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/USD as acceptable to the NCPOR, 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/USD in aggregate and it shall remain in full force up to and including 45/60days 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 up to 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 45/60 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 up to 45/60 days after the said date/extended date, all the NCPOR's right under this guarantee shall be valid and shall not cease. In case bidder (hereinafter called "Contractor") becomes successful bidder as declared by NCPOR, i.e. his tender is accepted the validity of this Bank Guarantee will automatically be extended until the Contractor furnishes to the NCPOR a Bank Guarantee for an amount equivalent to 10% of the 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 60 days after last date of validity period or extended period. If no such claim has been received by us within 60 days after the said date/extended date, the NCPOR's right under this guarantee will cease. However, if such claim has been received by us within and up to 60 days after the said date/extended date, all the NCPOR's right under this guarantee shall be valid and shall not cease.

The bid security can be accepted in the form of Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheques or Bank Guarantee (including e-Bank Guarantee) from any of the commercial Banks or payment online in an acceptable form.

This guarantee is valid until the _____ day of _____ 202x including the claim period of 60 days after bid validity.

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

Dated this _____ day of _____, 202x 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
(Ministry of Earth Sciences, Govt. of India)
Headland Sada, Vasco-Da-Gama,
Goa – 403 804. (INDIA)

Dear Sir,

In consideration of National Centre for Polar & Ocean Research having its registered office at Headland Sada, Vasco-Da-Gama, Goa – 403 804 INDIA (hereinafter referred to as “THE NCPOR”) which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns and having entered into a Contract/Notification of Award of Contract dated _____ (hereinafter called “THE CONTRACT”) which expression shall include all the amendments thereto with M/s. _____ (name of Company) _____ having its Head/Registered Office at _____ (address) _____ (hereinafter referred to as “THE CONTRACTOR”) which expression shall unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns and the contract having been unequivocally accepted by the Contractor resulting in a contract for an estimated value at INR/USD of contract value of one time charter season which is to be taken as Mob + DeMob Charges + 300 Day hire charges + any other charges but excluding victualling if any) (Indian Rupees) for 300 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 5% of the First Charter period / Time Charter value of the contract i.e. INR/USD ----- (Mob and DeMob Charges + 300 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 _____ 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.

1. 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 these provisions have the effect of relieving the Bank.
2. 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.
3. 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.
4. 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.
5. 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.
6. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to INR/USD_____ (Indian Rupees/ **US Dollars** _____) in aggregate and it shall remain in full force up to 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 up to 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 up to 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.

7. The Bank confirms that this Guarantee has been issued with observance of the appropriate exchange control rules and regulation of the country.
8. The performance security can be furnished in the form of Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-Bank Guarantee) from a commercial Banks or online payment in an acceptable form.
9. 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 _____ 202x at _____

WITNESS:

(SIGNATURE)

NAME

OFFICIAL ADDRESS

SIGNATURE: _____

NAME & DESIGNATION WITH

BANK STAMP

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 202x, 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 the 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 this Integrity Pact and agree as follows:

1. 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.
- 1.4 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.

2. Commitments of BIDDERS

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 to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 2.1 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.
- 2.2 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.
- 2.3 BIDDERS shall disclose the name and address of agents and representatives in India.

- 2.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 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.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 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.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any employee of the CHARTERER.

3. Previous Transgression

- 1.1 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.
- 1.2 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.

4. Earnest Money (Security Deposit)

- 4.1. 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.
- 4.2. The Bid Security Bond shall be valid up to a period, specified in RFP, from the date of opening of bids and be suitably extended as requested by NCPOR.
- 4.3. 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 forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4. No interest shall be payable by the CHARTERER to the BIDDER on Bid Security Bond for the period of its currency.
- 4.5. EMD of the successful bidder will be returned after submission of PBG may be included.

5. Sanctions for Violations

- 5.1. Any breach of the aforesaid provisions by the BIDDER or anyone 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, 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.
- 5.2. 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.
- 5.3. 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.

6. Fall Clause

The BIDDER undertakes that it has not supplied and is not supplying a similar VESSEL at a price lower than that quoted in the present bid to any Ministry/Department of the Government of India or Public Sector Undertaking (PSU). If, at any stage, it is found that a similar vessel, product, system, or sub-system was supplied by the BIDDER to any such Ministry/Department or PSU at a lower price within the last two years, then that lower price,

with due adjustment for elapsed time, shall apply to the present contract. In such a case, the BIDDER shall refund the difference in cost to the CHARTERER, if the contract has already been concluded.

7. Independent Monitors

- 7.1. 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. Sh. Ajay Kumar Lal, IRAS (Retd.) DDA, HIG Block 3A/101/A, Motia Khan (Near Jhandewalan Temple) D.B. Gupta Road, New Delhi-110015 (Email: ajay_k_lal@yahoo.com, Mobile No.9560712003)
 2. Sh. Pavan Kumar Jain, IDSE (Retd.) A-402, Shree Ganesh Apartments, Plot No. 12 B, Sector-7 Dwarka, New Delhi- 110075 Email: mespkj@gmail.com Mobile No.9313498388)
- 7.2. 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.
- 7.3. The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5. 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.
- 7.6. 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.
- 7.7. 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.
- 7.8. 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.

8. 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.

9. Law and Place of Jurisdiction

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

10. 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.

11. Validity

- 11.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the CHARTERER and the BIDDER, including the 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.
- 11.2. 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.

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. _____

Eligibility Declarations

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Tender No.

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we comply with all the terms & conditions of Tender Document and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- 1) **Legal Entity of Bidder:** _____
- 2) **OEM/ Manufacturer/ Agent/ Dealership Status:** _____
- 3) We ☐are/ ☐are not a JV _____
- 4) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
 - a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
 - b) (including our Contractors/ subcontractors for any part of the contract):

Do not stand declared ineligible/ blacklisted/ banned/ debarred by the NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH or its Ministry/ Department from participation in its Tender Processes; and/ or

Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
 - c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
 - d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
 - e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

5) **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:** We certify as under:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

*we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;
we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

6) **Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Dept. /PSU/ Others:.....
- b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

7) **Start-up Status**

We confirm that we ☐are/ ☐are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

8) **Make in India Status:**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

(a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

- ☐ Class-I Local Supplier/
- ☐ Class-II Local Supplier/
- ☐ Non-Local Supplier.

(b) We also declare that

- ☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or
- ☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

9) **Self-Declaration by Indian Agents/ Associates of Foreign Principals**

Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Form 1.1annexed herewith.

Agency Agreement shall be submitted with Form 1.4. It shall cover

the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.

Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3 and 1.4 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).

The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.4.

Confirmation is given in Form 1.4annexed herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

10) Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[Name & address of Bidder and seal of company]

DA: As in Sr 9 to 14 above, as applicable

Section G
MODEL CHARTER PARTY AGREEMENT
CONTRACTOR TO PROVIDE A DRAFT WORK AGREEMENT
(The following terms to be included)

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:

AND

____(Name, Address, Owners, Operator) _____
_____ performing with (details of vessel) _____ with
_____ Registry : Home Port : _____ of _____ tons Gross / _____ tons Net Register
: Classed _____.

WORK AGREEMENT TERMS:

1. PERIOD

The Owners shall let, and the Charterers shall hire, the vessel for a period of 300 days (±60 days) at the Charterers' option, with the possibility of up to two additional extensions of similar duration on mutual agreement between the Charterer and the Owner. The vessel shall be delivered after completion of all mandatory clearances and surveys and placed at the disposal of the Charterers. The exercise of the Charterers' option(s) for extension shall be based on the performance of each preceding charter season.

The Owners will endeavour 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.

2. PORT OF DELIVERY

At one safe port, Port Louis, Mauritius 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 the vessel in January / February 2026 to be declared at the time of finalization of the 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.

3. TIME OF DELIVERY

The vessel is to be delivered during January / February 2026 in Port Louis, Mauritius. 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.

4. 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, Indian EEZ and Southern Ocean 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.

The scope of service also includes the engagement of trained and experienced personnel for handling, operating and maintaining all scientific equipment onboard the research vessel.

The vessel should have a doctor onboard and a proper medical facility to meet the medical needs of the Charterer's 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.

5. 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, 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' 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.

6. 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).

7. BUNKERS

The Charterers at the port of delivery and the Owners at the port of redelivery are 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 100MT and not exceeding 300 MT of MGO/MDO** in the vessel's bunkers.

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

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, India from the payment of last charter hire, demobilization charges and any other payment due to owners.

8. HIRE & PAYMENT

The Charterers to pay as hire in **quoted currency INR/USD** _____ [INR/USD..... only] 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.

Note: 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.

9. 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, India 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.

10. 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.

11. CARGO SPACE

The whole reach and burden of the Vessel, including available onboard 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.

12. MASTER

The Master is to execute all voyages and nautical operations, voluntarily assist research work and experiments, obtain samples from outside and or ocean bed with the utmost dispatch and render required assistance to the Vessel's Crew as per the 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.

13. 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.

14. 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, A frame and all other scientific equipment mentioned in the tender document Technical requirement Table 2), 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.

15. 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 are not liable for consequent loss or damage arising or resulting from strikes, lockouts, stoppages or restraint of labour (excluding the Master, Officers or Crew), whether partial or general.

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

16. EXCLUDED PORTS

The vessel is 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 the Charterers account.

17. 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 includes constructive and or commercial total loss, at any time during this Charter Party, then the Owners are not to be bound by the substitution clause prescribed in this Charter Party.

18. OVERTIME

No overtime charges shall be payable by Charterers.

19. 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 money paid in advance and not earned.

20. SALVAGE

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

21. SUBLET

The Charterer has the option of subletting the Vessel, giving due notice to the Owners, but the original Charterers always remain responsible to the Owners for due performance of the Charter.

22. WAR: ("Conwartime 1993")

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

- (i) "Owners shall include the shipowners, bare board 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 affect 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 Owner's 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.

23. CANCELLING

If the Vessel is not delivered on or before 15th February 2026, the Charterers shall have the option to cancel 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.

24. 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.

25. ARBITRATION

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

26. DESCRIPTION OF THE VESSEL

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 ACCOMMODATED 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 (METRIC TONS)

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]

27. Clause 25(B) Fuel Consumption

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.

ALL DETAILS ABOUT AND GIVEN IN GOOD FAITH

CLAUSE 1

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.

CLAUSE 2

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 3

- i. The Vessel has fully air-conditioned accommodation for a Minimum of 20 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.
- ii. The whole reach and burden of the Vessel as available onboard 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 disposal of the Charterers.
- iii. The vessel will have adequate waste-disposal facilities, which are recommended for international waters for both solid and liquid wastes.
- iv. The Vessel will have proper medical facilities to meet the emergency medical needs of the Charterer's personnel.
- v. Medicines and equipment to be as per required regulations with sufficient storage space.
- vi. The Vessel will have proper kitchen with adequate number of equipment's and crockery, dining hall to accommodate at least 20 Charterers persons at a time and sufficient number of washing machines for the use of the Charterer's personnel.
- vii. The Vessel will have sufficient lifesaving equipment to rescue the Charterer's personnel and crew, in any unforeseen eventuality as per the International Requirements.
- viii. The Vessel will have facilities such as television, audio, library, gymnasium, table tennis, and/a few indoor games for use by the Charterer's personnel. It will have room with attached bath and toilet facilities for the use of the Indian Chief Scientist/Dy. Chief Scientist including Laptop (Win 10 OS, MS OFFICE) with MFD printer, TV, Music system, refrigerator etc.

- ix. 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.
- x. The Owners of the Vessel will be willing to take up welding jobs that may be necessary for securing/anchoring the cargo and any other installations, such as winch, other scientific instruments, etc., that may be needed by the Charterer's personnel for scientific/operational purposes.
- xi. Adequate freshwater facilities for bath and potable drinking water for consumption by expedition members will be available. Potable drinking water [mineral water in sealed bottles] for at least 4 liters per person per day (preferable in 2L water bottles) to be provided by the ship. Additional means of producing fresh water on-board the vessel will be available.
- xii. The Vessel is equipped with an intercom system in all the cabins, mess rooms, lounge and deck, common areas etc.
- xiii. Running hot and cold water will be available at all times.

CLAUSE 4

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.

CLAUSE 5

The Charterers shall pay the Owners for victualling costs based on the rates quoted in the financial bid. The Owners must submit invoices for these charges to the Charterers at least 15 (fifteen) days in advance. The Owners are responsible for providing and covering housekeeping services, including linen changes, cleaning of cabins, common areas, and the

entire vessel, at no extra cost. The Charterers shall be provided with food, beverages, and toiletries meeting international standards on a 24-hour basis.

CLAUSE 6

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 7

If vessel is more than 25 years 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 8

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 9

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 10

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 11

- i. 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.
- ii. 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, logbook 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.
- iii. In the event that any equipment or machinery becomes non-operational, fails, or is lost, the vessel shall be considered off-hire. However, if the Charterer still opts to proceed with cruises for other purposes, provided these are acceptable to the Charterer, the Owners shall ensure that the faulty or missing equipment/machinery is repaired or replaced at the earliest opportunity. During the period of unavailability of such equipment or machinery, appropriate deductions shall be applied in accordance with the daily deduction rates specified below.

Equipment/facility Deductions (Per day of charter hire)

21.	ROV and USBL	50%
22.	Sound velocity Profiler	10%
23.	CTD (and/or Incl. Rosette & bottles)	25%
24.	Gravity Corer	5%
25.	Rock Dredge	5%
26.	Spade corer (Box corer)	5%
27.	Sediment Grab	5%
28.	Deepsea Winch	20%

29.	SVP Winch	10%
30.	Pinger	10%
31.	Any Lab Facility	15%
32.	CTD winch (Conductor type)	25%
33.	ADCP	20%
34.	A Frame	20%
35.	Hydraulic Telescopic crane at the Aft	20%
36.	Mili Q for ultrapure water supply	5%
37.	Hot air oven	5%
38.	Laminar flow (clean bench)	10%
39.	Incubators	15%
40.	Single Beam Echosounder	10%

CLAUSE 12

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

CLAUSE 13

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

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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 14

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 15

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 the saloon for the use of Charterers Personnel.

CLAUSE 16

The Charterers have the right to use all facilities and 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 17

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

CLAUSE 18

For delivery/redelivery :

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, Port Louis Mauritius to be mutually agreed between Bidder/shipowner and NCPOR to the Owner's bank account in lumpsum for First Charter Hire period of 300 ±60 days.

The sum of (_____ **only**) de-mobilization (remaining 50% of MOB + DEMOB) to be paid by the Charterers after re-delivery of the Vessel at one safe port at Chennai, Mauritius 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 300 days.

OWNERS' BANK ACCOUNT

Account Holder Name:

Bank Name:

Bank Branch:

Swift Code:

Account Number:

Other Details:

CLAUSE 19

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

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

CLAUSE 20

Sufficient potable drinking water 4L per person per day (Average; but not limited to) to be provided.

CLAUSE 21

- i. 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.
- ii. 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.
- iii. 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 22

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 23

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 24

- i. 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.
- ii. 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 25

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 26

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 27

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 28

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 29

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**

CLAUSE 30

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 31

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 32

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 33

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 34

The crew on-board the vessel to cooperate fully in carrying out the Charterer's instructions for scientific research and experiments purposes.

CLAUSE 34

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

CLAUSE 35

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 36

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 37

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 38

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 39

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 40

- (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 4Lper 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.
- (D) Wind speed / Wind direction Finder indicator will be provided by the OWNERS on their account.

- (E) Two plug points for 24 volts D.C. supply on Bridge shall be provided for the CHARTERERS use.
- (F) Insulated piped water supply to modular laboratory to be provided by OWNERS onboard the vessel.
- (G) For embarking / disembarking of the CHARTERERS personnel, the Vessel to be provided with aluminum ladders.

CLAUSE 41

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 42

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 43

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 44

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 45

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 46

The Vessel _____ is fixed for 300+60 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 47: Delivery cum performance guarantee:

Owners to provide Charterers a delivery cum performance guarantee for an amount of 5 % of contract value of one time charter period i.e. 300+60 days. The contract value to be taken as Mobilization & De-Mobilization Charges + Day hire charges for 300 days + any other charges, excluding victualling charges. The validity of same should be 60 days beyond time charter period, as applicable.

If the Charterers exercise option for extendable charter for the same duration 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 48

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 49

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 50

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.

CLAUSE 51

The supply of manpower shall be governed by the following terms and conditions, wherever applicable;

- a. The service provider/bidder shall ensure payment of minimum wages to the crew and staff in accordance with the provisions of the Payment of Minimum Wages Act for the respective staff categories. In addition, coverage under the ESI and EPF Acts, as well as accidental and life insurance under PMSBY, and health insurance under PMJAY (Ayushman Yojana), wherever applicable, shall be provided. These obligations shall be fulfilled either directly by the service provider/bidder or in accordance with the terms of the agreement between the Maritime Union of India (MUI) and the Indian National Ship Owners' Association (INSA), whichever is applicable.
- b. Payment to manpower by the 10th of every month through digital mode at respective bank accounts.
- c. Deployment of manpower should be done after proper police verification and providing a file containing full credentials/personal details of manpower staff, including Aadhar / Election card, etc.
- d. Deployed manpower should have a proper Dress code with a name tag for proper identity and security point of view.
- e. Undertaking by Bidder/service provided regarding maintaining the confidentiality of data by the deployed manpower, Undertaking that Procurement Entity will not be responsible for any accidental/death/mishap with deployed manpower while on duty at Govt official premises, Undertaking that in case of loss/damage to Govt. property while working on vessel by their manpower and later at any stage by the deployed manpower for security/operation etc. will be at the cost of Bidder/service provider may be required.

CLAUSE 52

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.

OWNERS

For and on behalf of Owners

CHARTERERS

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

ESTIMATED BUNKER CONSUMPTION FIGURES
for Tentative Itinerary for First Charter Hire period (i.e. 300 days)

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

	MGO/MDO in MT
IN PORT IDLE	
IN SCIENTIFIC EQUIPMENT OPERATION TIME	
IN OCEAN DRIFTING	
AT SEA TRANSIT (MAX SPEED)	
AT SEA (SURVEY SPEED)	

IMPORTANT:

THE CHARTERERS SHALL SUPPLY BUNKERS THAT CONFORMS WITH THE SPECIFICATION(S) MUTUALLY AGREED UNDER THIS CHARTER.

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

FOR GOOD ORDER SAKE

For good orders sake, it is put on record that the following is understood and accepted mutually between the Owners and the Charterers:

- 1) Where ever there is operational contact with the Charterer's personnel and the Officers and Crew, there will not be any communication gap in way of a language barrier.
- 2) The Officers and Crew to extend all possible cooperation to make life and work comfortable for the Charterer's personnel onboard.
- 3) The Master to keep the required crew members and scientific equipment operators ready in all respects during the scientific operations as per the instruction by the 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 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.

- 13) 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.
- 14) (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.
- 15) 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.
- 16) Regarding the waste disposal facility on board, the Owners have an incinerator onboard.
- 17) 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.
- 18) 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 /e-mail/data.
 - e) All communications to be free of cost.
- 19) The Owners to provide suitable safety railings/nets on main working decks to avoid danger to personnel falling overboard, if necessary.
- 20) 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.

21) 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.

22) The Charterers will purchase liability insurance covering their personnel, equipment and materials, at their discretion.

23) 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.

+++++

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.

+++++