

**TENDER**  
  
**For**  
  
**Time Charter of Ice Class Oceanographic  
Research Vessel**

NATIONAL CENTRE FOR POLAR & OCEAN RESEARCH  
**(Ministry of Earth Sciences, Govt. of India)**

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Tender No. NCPOR/DSEM/SC/23

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Tender No. NCPOR/DSEM/SC/23

## **Notice of Global Tender for chartering Ice class Oceanographic Research Vessel**

### **Notice Inviting Tender (NIT)**

Director, NCPOR invites sealed tenders for time charter of Ice Class Oceanographic Research Vessel capable of independent navigation in broken Antarctic sea ice for expedition, survey and exploration activities in the Indian sector of the Southern Ocean, Central and South West Indian ridges and for a period of 150 days +/- 30 days at Charterer's option. Further, at charterers option upto two extendable periods each of 60 days +/- 30 days at Charterers option. Interested parties can download the detailed tender document from [www.ncpor.res.in](http://www.ncpor.res.in); <https://ncpor.res.in/tenders> websites. Last date for submitting tender is 02/11/2023 at 16:00 hrs IST

SD/-

For & behalf of Director, NCPOR.

## **Tender Document & Notice Inviting Global Tender**

National Centre for Polar and Ocean Research (NCPOR), an autonomous body under the Ministry of Earth Sciences (MoES), Government of India, has been entrusted as the nodal organization for the implementation of national programmes on comprehensive survey & exploration of Hydrothermal sulphides in the Indian Ocean and research expeditions to Indian sector of the Southern Ocean. Forthcoming planned activities for the said programmes are scheduled to start on Dec 2023/Jan 2024. The proposed work consists of (i) ROV data/samples collection at 6000 m depth (ii) Multi-beam bathymetric data acquisition (iii) sub-bottom profiler data (iv) Gravimeter (v) magnetometer (vi) Systematic sediment/ rock sampling (vii) CTD/SVP casts (vertical, dynamic, tow-yow etc.) (viii) acquisition of all associated marine geophysical & oceanographic data with precise positioning (ix) water sampling for chemical and biological studies, (x) scientific operations in polar waters (xi) Standard onboard data processing etc. Apart from these, standard oceanographic measurements using CTD, L-ADCP, ADCP, Thermo-salinograph, Microstructure profiler, Deep Ocean Glider, Deep oceanographic moorings, Phyto and Zooplankton sampling, Gravity/box coring, etc. also included in the scientific operations. The scope of service also includes the engagement of trained and experienced personnel for handling, operating and maintaining all scientific equipment to be used for the present survey and exploration programmes. Assistance should also be provided for the operations of scientific equipment brought by the Charterers for the cruise/expedition.

In order to undertake the said activities, NCPOR is planning to charter an Ice Class oceanographic Research Vessel capable of independent navigation for a period of 150 days +/- 30 days at the Charterer's option. Further, upto two extendable periods each of 60 days +/- 30 days at the Charterers option. The vessel is required along with a sufficiently experienced crew for the ship's operation, scientific operation, scientific data acquisition/processing and instruments/ accessories/ spares for the satisfactory performance of the vessel for scheduled activities during the period. The vessel is expected to be delivered alongside berth at Port Louis, Mauritius. The re-delivery of the vessels is expected to be either at Port Louis, Mauritius or Goa (India) or any other Port on East/West Coast of India. which is to be mutually agreed upon between Bidder/Shipowner and Charterers.

Sealed tenders are invited in “Two Bid System” (Cover-I: Technical Bid and Cover-II: Financial Bid) for time charter of one Ice class Oceanographic Research Vessel for a period of 150 days +/- 30 days at Charterers option from Delivery and acceptance of vessel, further at charterers option upto two extendable periods each of 60 days +/- 30 days at Charterers option on same rate and terms & conditions.

**The details of the tender are given below:**

1.	Tender No.	:	NCPOR/DSEM/SC23	
2.	Description	:	Time Charter of One Ice Class 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 and South West Indian ridge regions in Indian Ocean region and Southern ocean region (Maximum up to 70 degrees South Latitude).	
3.	Charter Period	:	For a period of 150 +/- 30 days commencing in Nov/Dec, 2023 from Port Louis Mauritius. For subsequent upto two extendable period(s) each of 60 +/- 30 days, at Charterers option, to be exercised by Charterers based upon overall performance, on same rate and terms & conditions.	
4.	Delivery (Laycan) Period	:	Within 60 days after the finalization 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 Port Louis, Mauritius or Goa port (India) or any other Port on East/West Coast of India at Charterers option.	
6.	Endurance	:	Min 60 days.	
7.	Area of operation	:	The likely areas of operation are in the Central Indian Ridge and South West Indian Ridge region in the Indian Ocean, Indian Sector of Southern Ocean, between Latitude 40 degree to 70 degree South and Longitude 40 degree to 90 degree East.	
8.	Last date and time & place for submitting tender	:	<b>02-11-2023</b> ,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	<b>03-11- 2023</b> at 1000 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 1,56,00,000/-USD 190000 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	:	165 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 150 days. The contract value is to be taken as Mobilization + De-Mobilization Charges + Day hire charges for 150 days + any other charges, excluding victualling charges.</p> <p>b) BG Validity: 225 (150+30+45) days from the date of delivery and acceptance of the vessel.</p> <p>c) If charters exercise option for time charter for stipulated upto two extendable periods each of 60 +/- 30 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	:	<p><b>Group Director (DSE)</b>  <b>National Centre for Polar &amp; Ocean Research (NCPOR),</b>  <b>Ministry of Earth Sciences, Govt. of India,</b>  <b>Headland Sada, Vasco-da-Gama,</b>  <b>Goa – 403 804 (India),</b>  <b>Email. <a href="mailto:john@ncpor.res.in">john@ncpor.res.in</a> Web: <a href="http://www.ncpor.res.in">www.ncpor.res.in</a></b>  <b>Phone: +91 832 2525570</b>  <b>Fax : +91 832 2520877</b></p>

The tender will be governed as per the enclosed instructions to bidders – Annexure II and the terms and conditions of the charter party. Bidders are advised to submit the bid complete in all respects as per the requirement of the tender document clearly specifying their acceptance to all the clauses of bid evaluation criteria, terms & conditions of model charter party and compliance to the technical specifications, mandatory requirements etc for the vessel offered by them.

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

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

**LIST OF ANNEXURES**

I.	Instructions to Bidders and Terms and Conditions of the Tender	Page: 7
II.	Technical Bid Evaluation Criteria	Page: 13
III.	Document/Acceptance/Undertaking For Compliance of Techno-commercial Bid evaluation criteria	Page: 32
IV.	Financial Bid Format	Page:34
V.	Tender Acceptance Form	Page:35
VI.	Details of offered vessel and Bidder	Page: 36
VII.	Format of Bank Guarantee for Bid Bond	Page: 39
VIII.	Format for Bank Guarantee for Delivery cum Performance Bond	Page: 42
IX.	Pre-Contract Integrity Pact	Page:45
X.	Model Charter Party Agreement	Page: 55

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

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

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

- 4.1.1 Tender Acceptance Form as per Annexure-V duly endorsed in acceptance.
- 4.1.2 Compliance Statement duly endorsed in acceptance as per Annexure -III.
- 4.1.3 Criteria for Technical Evaluation duly endorsed in acceptance as per Annexure-II.
- 4.1.4 Details of the offered Vessel- Annexure-VI.
- 4.1.5 Bid Bond of requisite value and validity- as per Annexure-VII.
- 4.1.6 Any other technical information considered necessary.
- 4.1.7 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.

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

- 4.2.1 Duly filled in FINANCIAL BID FORMAT in Indian Rupees/USD/EURO Annexure-VIII with authorized signatures and stamp strictly as per format without any alterations or inserting any conditions.

5. **Technical and Financial bids** to be submitted to NCPOR under separate sealed covers super-scribed “**TECHNICAL BID**” and **FINANCIAL BID respectively** and both should be submitted in one single sealed cover super-scribed as “**Time charter of Ice class Oceanographic Research Vessel**” not later than 1600 IST, 02-11-2023 to be dropped in the designated tender box on the following address

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

6. Ensure that your bid reaches NCPOR, Goa well before the last date and time for submitting the tender. The bids received after the closing date and time of the tender will not be considered.

7. Ensure that each page of the tender document is signed by the Bidder and returned in original to this office along with the bid.
8. The complete bid including the prices must be type written or printed in ink. Bids written in pencil will be rejected.
9. The currency of the quote should be in Indian Rupees for Indian Bidders only, should be indicated on the quoted financial bid format (Annexure-VIII), else the quotation will be rejected. Currency once quoted will not be allowed to change. The Contract Agreement shall be entered in the currency of the quote.
10. Bid Bond shall be forfeited in the following events: -
  - a). If the offer is withdrawn during the validity period or any extension thereof.
  - b). If the offer is altered or modified in a manner not acceptable to NCPOR during the validity period or any extension of the validity duly agreed by the Bidder or after the issue of Letter of Intent (LOI) by NCPOR.
  - c). 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.
11. 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.
12. 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.
13. 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.
14. NCPOR reserves the right to reject any or all Tenders without assigning any reasons thereof.
15. In case if the bidder is not the owner, agents or authorized representatives should provide a letter from the Owners authorizing them to bid on their behalf.
16. The model charter party agreement (Annexure IX) clauses shall form part of this tender document.



17. The BG for Bid Bond or EMD & BG for Delivery cum Performance Bank Guarantee(BG) should be provided from Scheduled Bank in India or Foreign Bank having a branch in India. 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: 1**

Name of the Beneficiary	<b>National Centre for Polar &amp; Ocean Research [NCPOR]</b>	
1	Name & Address	State Bank of India, Commercial Branch Shree Vidyadiraj Bhavan, Francisco 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

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

18. The EMD amount in the currency will also be accepted by enclosing the following along with the technical bid.
- 18.1 EMD transferred SWIFT code message and while transferring narration should be SOSHPEMD.....(bidder name)
  - 18.2 Undertaking in the following format with seal & signature of the bidder.
  - 18.3 Transaction/bank charges should be added to the EMD amount before remittance, Final receipt at NCPOR account should not be less than the EMD amount sought in this tender

#### **Undertaking by the Bidder**

I/We the bidder M/s .....is undertake that while remitting EMD in against the tender No.....,all the bank charges and loss in foreign exchange during the time of crediting the amount to NCPOR account as well as while refunding the amount by NCPOR to beneficiary account in foreign currency will be borne by bidder. Accordingly, I/We accept that NCPOR shall refund net EMD amount after deducting all estimated bank charges and

estimated loss in foreign exchange involved to the bidder account including the cushion for fluctuations in exchange rates and without interest.

The NCPOR Bank account to transfer the EMD in currency is given in Table (A)

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

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

19. If any bidder prefers to deposit the EMD / Performance bond amount directly in the NCPOR's bank, the details of bank account are given in Table 1. 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 as mentioned in bank details (Table.1).
20. The CHARTERERS to pay as hire **in quoted currency INR** (for Indian bidders) Indian Rupees only] per day, all inclusive of overtime of the vessel's Officers and Crew and the cost of lubricants, pro rata one minute for part of the day. The charter hire is payable commencing in accordance with the date of delivery, until the Vessel's re-delivery to the OWNERS.
21. 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*

#### **PAYMENT TERMS:**

- a. **Mobilization (MOB) 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 or Goa port (India) or any other Port on East/West Coast of India within 15 days of submission of invoice in original.
- b. **Demobilization (DEMOB) charges:** Balance 50% of the total Mobilization & Demobilization charges shall be paid after the expiry of the Charter period of 150 days +/- 30 days and upto two extendable periods each of 60 +/- 30 days, at Charterers option, upon re-delivery of the vessel to Owners, as applicable, at a safe berth in Port Louis, Goa or any other port on East/West coast of India at Charterers option, within 15 days of submission of invoice in original.
- c. **Charter hire Charges:** Charter hire charges on a pro-rata one-minute basis starting from the date & time of delivery and acceptance of the vessel and upto the date & time of redelivery of the vessel shall be payable every 30 days in advance. The 30 days advance payment shall be made by Charterers to owners between 13-17 days of every 30 days advance period. The owner should submit invoice in original 15 days in advance to charterers to release the charter hire payment.
- d. **Victualling charges:** Victualling charges shall be paid monthly within 15 days of submission of the original invoice along with supporting documents duly authenticated by the Master of Vessel/Owners Representative and Chief Scientist/Charterer's representative.
- e. **Communication Charges:** Routine communication is to be free of cost and any other Communication charges only for charterer's usage shall be payable as per actual along with supporting documents in the form of telephone/data usage bill in original in English Language and duly authenticated by Master of Vessel and Chief Scientist/Charterer's Representative within 15 days of submission of invoice in original.
- f. **Bunkers on Delivery/ Re-delivery:** The Charterers at the port of delivery and the owners at the port of re-delivery to take over and pay for all fuel remaining in the vessel's bunkers. Any difference in quantity on redelivery of the vessel will be deducted/adjusted based on the basis of 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 & demobilization charges payable to Owners or any payment due to Owners.
- g. 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.
- h. **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.

- i. **Commission to Agent:** In case of an Indian Nominated Agent, if any, commission as agreed between the Owners and the Agent not more than 1.25% shall be deducted from the mob-demob charges and charter hire by the Charterers and paid to the Agent directly in equivalent Indian Rupees within 15 days of submission of invoice in original by the concerned Agent.
- j. **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.

21. Tender document is to be downloaded from NCPOR website ([www.ncpor.res.in](http://www.ncpor.res.in)&<https://eprocure.gov.in> ) and submitted in the prescribed format.

## **Annexure – II**

### **TECHNICAL BID EVALUATION CRITERIA**

#### **1. THE VESSEL:**

The Ice Class vessel should be sea-worthy in all respects, suitably equipped with all the necessary facilities/utilities for the voyage and capable of independent navigation in broken Antarctic Sea ice. 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. CHARTER PERIOD:**

The initial Charter of Vessel for a period of 150 days +/- 30 days at the Charterers option. Further, upto two extendable period(s) each of 60 days +/- 30 days at the Charterers option, based on the satisfactory performance on the same rate and terms & conditions (Clause 32, page no.73). Acceptance of this should be provided as Appendix II.

#### **3. SEAWORTHINESS OF THE VESSEL:**

The vessel should be sea-worthy in all respects and suitably equipped with all the necessary facilities/utilities/spares for 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)

- a) Classification Certificate
- b) International load line certificate
- c) Safety Radio Certificate
- d) Compliance Certificate to carry Hazardous cargo
- e) SM Safety Management Certificate

- f) International Oil Pollution Prevention Certificate
- g) Compliance Certificate of Sewage Pollution Prevention
- h) International Tonnage Certificate

The vessel should hold all mandatory valid certificates required for operation in the Antarctic waters at the time of presenting it, in sea-worthy condition to CHARTERERS at the Port of delivery. Validity of certificates should be up to 31<sup>st</sup> May 2024 and to be provided at least 20 days before the delivery date.

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

- 4 ENDURANCE: The Vessel should have an endurance of min. 60 days. Documents to substantiate this clause should be enclosed as Appendix IV.
- 5 ACCOMMODATION: The vessel should have fully air-conditioned accommodation for minimum 30 (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 charters. Acceptance of this should be provided in Appendix V.

- 6 CRANES & WINCHES: The offered vessel should have suitable cranes to handle loading/offloading and handling equipment on deck. The vessel should have a deep sea 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.

## 7. SCOPE OF WORK:

The proposed work consists of:

- i. ROV surveys (for a limited period)
- ii. Multibeam bathymetric data acquisition
- iii. Sub-bottom profiler data acquisition
- iv. Side scan sonar imaging
- v. Gravimeter data acquisition
- vi. Magnetometer data acquisition
- vii. CTD, Microstructure Profiler and L-ADCP operations
- viii. water sampling for chemical and biological studies, Incubation experiments
- ix. Systematic sediment sampling/coring, rock dredging, (using suitable gadgets)
- x. Acquisition of all associated marine geophysical & oceanographic data with precise positioning, and post-processing of the data
- xi. Onboard standard data processing and report/chart/map preparations etc as per Charterers instructions including systematic storage/archival.
- xii. Vessel-mounted ADCP and Thermosalinograph
- xiii. Deep Ocean glider deployments and Retrieval
- xiv. Deployments of deep ocean moorings
- xv. Multiple Plankton and Bongo Nets operations
- xvi. Atmospheric measurements using various instruments (Aethalometer, Nephelometer, APS, AWS, etc.)
- xvii. Radiosonde Launching at pre-fixed locations

For undertaking the above scope of services, a few of the scientific equipment, as listed in **Table 3**, will be provided by charterers. However, operations of those equipment will be included in the scope of services of 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 geophysical data acquired onboard.

**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 geophysical data acquired onboard.

**Table 2. TECHNICAL REQUIREMENTS (to be provided by the OWNER)**

**Essential requirements during the full chartering period**

Sl. No	Requirement	Specification Details	Remarks
<b>A. Cranes, Winches, etc.</b>			
1.	Cranes & Winches	<ul style="list-style-type: none"> <li>• <b>Crane:</b> Handle a load of a minimum 5T for loading/offloading and handling equipment on deck.</li> <li>• <b>Deep sea winch</b> 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</li> <li>• Display unit to display the cable length (meter wheel) payed out during operation and load on winch, cable guider</li> <li>• A conductor (CTD) winch with 8000m long cable of diameter 8mm or more for CTD operation.</li> <li>• A spare spool of same length CTD coaxial cable should also be available onboard.</li> </ul>	Adequate documents illustrating the deployment of the CTD and gravity corer instruments should be enclosed as Appendix VI of bid.



		<ul style="list-style-type: none"> <li>All essential spares for the winches should be available onboard.</li> </ul>	
2.	A-Frame/Crane Provision to deploy/Tow and carry out scientific operations such as Gliders//AUV/Moorings etc. at the aft of the ship	<ul style="list-style-type: none"> <li>7 m or more height with 5T SWL.</li> </ul>	Adequate documents should be provided
3.	Hydraulic Telescopic crane	<ul style="list-style-type: none"> <li>5T SWL, Length of crane at least 5 m outreach from ship</li> </ul>	Adequate documents should be provided
4.	USBL-based navigational system	<ul style="list-style-type: none"> <li>For underwater vehicle operations, suitable for operations up to 6000 m water depth with a min. accuracy of 0.2% of water depth.</li> </ul>	Adequate documents should be provided
5.	CTD (Conductivity, Temperature and Depth) measurement and collection of water samples	<p>CTD (Preferably SeaBird system with auxiliary sensors) comprising of conductor cable with deck unit:</p> <ul style="list-style-type: none"> <li>Sampling rate 24 Hz or more</li> <li>Rosette underwater unit with capacity for 12/24 nos. niskin bottles (water samplers of 10/5lit capacity each)</li> <li>Data logging and processing system</li> <li>An extra conductor cable of the same length and all essential spares for the winches should be available on board</li> <li>Adequate space for CTD operation and collection of sea water samples</li> </ul>	Owner should provide the necessary calibration certificates and manuals as per the OEM specification of the CTD to the charterer before the delivery of the vessel
6.	Thermosalinograph	<ul style="list-style-type: none"> <li>Vessel-mounted Thermosalinograph preferably of SeaBird</li> </ul>	Owner should provide the necessary calibration certificates

		<p>Electronics, USA for underway measurement of temperature and salinity required</p> <ul style="list-style-type: none"> <li>• Intake should avoid artefacts from the engine room or any other discharge. Data recording and display facility should be available in the lab.</li> </ul>	and manuals as per the OEM specification of the Thermosalinograph to the charterer before the delivery of the vessel
7.	Acoustic Doppler Current Profiler (ADCP) (frequency 35 to 75 KHz)	<ul style="list-style-type: none"> <li>• Vessel-mounted ADCP for continuous current measurements along the ship track</li> <li>• Data recording and display facility should be available onboard</li> </ul>	Owner should provide the necessary calibration certificates and manuals as per the OEM specification of ADCP to the charterer before the delivery of the vessel
8.	Hot air oven for drying glassware for Chemistry, Biology and Microbiology works	<ul style="list-style-type: none"> <li>• temperature from 0 to 300°C</li> <li>• Air Circulation fan with digital display, 2 to 3 shelves, 80-100 Litre capacity</li> </ul>	Supporting documents/manuals should be available
9.	Laminar Flow/Clean bench for microbiology work	<ul style="list-style-type: none"> <li>• Should be available onboard</li> </ul>	Supporting documents/manuals should be available
10.	Incubators	<ul style="list-style-type: none"> <li>• Two numbers incubators with lighting facility and temperature range 4°C to 37°C.</li> </ul>	Supporting documents/manuals should be available
11.	Mili Q for ultrapure water Unit	<ul style="list-style-type: none"> <li>• System with advanced reverse osmosis and UV treatment</li> <li>• Water quality should be ultra pure (Type I) (18.2 m ohm cm at 25°C, &lt;1 ppb)</li> <li>• TOC and no particles &gt; 0.22 µm</li> <li>• With POD dispenser and storage tank</li> </ul>	<p>Adequate space should be provided for Mili Q water unit in wet lab for reagent preparation and cleaning of equipments and glasswares</p> <p>Supporting documents/manuals as per the OEM specification to be submitted before the delivery of the vessel</p>

12.	Deep Freezers	<ul style="list-style-type: none"> <li>Vertical cold storage for water samples (capacity ~ 1000 litersx 4 each) at various temperature (4°C, -20°C, -40°C/-80°C)</li> <li>Four refrigerators ~300liters each Two Chest freezers of ~500 liters (-20°C) and (-40°C / -80°C)</li> </ul>	
13.	Deep sea Multi beam Echosounder which can measure upto 6000 m water depth	<ul style="list-style-type: none"> <li>Preferable frequency 12-24 kHz</li> </ul>	
14.	Deep sea single beam Echosounder which can measure upto 6000 m water depth		
15.	Deep sea Pinger	<ul style="list-style-type: none"> <li>Used along with the sediment sampling/CTD cast/SVP/Water sampler for accurate measurement of depth of operation</li> </ul>	
16.	Sound Velocity Profiler	<ul style="list-style-type: none"> <li>Suitable for operations upto 6000m</li> </ul>	
17.	<b>Geological Equipment</b>		
18.	Sediment gravity corer	<ul style="list-style-type: none"> <li>6 m long gravity corer to be provided along with Lead weight of 750 Kg ( 75 x 10)</li> <li>Spare Core cutter -3 nos</li> <li>Spare core catcher -10 nos</li> <li>Spare steel Core Barrel-2 nos</li> <li>Spare PVC Core liner 125MM OD, to suit steel Core barrel-25 nos</li> <li>Spare end caps to snugly fit PVC core liners-100 nos</li> <li>Core cutting table with adequate space</li> </ul>	Supporting documents need to be submitted before the delivery of the vessel

19.	Deep sea dredging facility for rock sampling (incl. chain-bag dredges)		
20.	Grab samplers e.g. Van-veen grab and Box corer.		
<b>Lab and Deck Space requirements:</b> 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 fulfill this clause should be enclosed as appendix VII.			
01	Container storage space	<ul style="list-style-type: none"> <li>Adequate space at deck should be provided for accommodating 6 nos of containers TEU (20Lx 8Wx 8H) feet</li> </ul>	Supporting documents/charts/diagrams should be provided
03	Open Deck Space	<ul style="list-style-type: none"> <li>Open deck space suitable for undertaking coring and sample collection</li> </ul>	Supporting documents/charts/diagrams should be provided
04	Radiosonde balloon operation of atmospheric parameter measurement	Obstruction-free space to fill the Hydrogen/Helium gas in the Radio Sonde ballons and its launching	
05	Lab Space for filtration of seawater, incubation experiments, physical and biological analysis	<ul style="list-style-type: none"> <li>Air-conditioned and temperature controlled</li> <li>Seawater and fresh-water supply with the facility of wash basin (2 nos.)</li> </ul>	
06	Lab space for various chemical experiments	<ul style="list-style-type: none"> <li>Facility to secure/tighten the instrument's glasswares during rough conditions of sea.</li> <li>Air-conditioned and temperature controlled</li> </ul>	
07	Lab space for continuous monitoring of various atmospheric parameters	<ul style="list-style-type: none"> <li>In the forward side of the ship (to avoid smoke contamination from ship exhaust)</li> </ul>	
08	Lab space for Salinometer measurements	<ul style="list-style-type: none"> <li>Temperature controlled room</li> </ul>	
09	Lab space for Microbiological works	<ul style="list-style-type: none"> <li>Seawater and freshwater supply with a</li> </ul>	

		facility of wash basin <ul style="list-style-type: none"> <li>• Laminar flow and hot air oven should be placed in this room</li> </ul>	
<b>11</b>	Easy access to storage space	<ul style="list-style-type: none"> <li>• Adequate space for the storage of sample boxes/consumables/accessories essential for everyday work, to be kept with proper lashings</li> </ul>	
<b>12</b>	Deck space for incubation experiments and testing satellite communication of various mooring/glider instruments	<ul style="list-style-type: none"> <li>• Deck area should be spacious/shadow free for conducting deck-based incubation experiment</li> <li>• Facility for a continuous supply of surface seawater is required</li> </ul>	
<b>13</b>	Meeting/Conference/Common Room with internet, LCD/LED Display with audio system	<ul style="list-style-type: none"> <li>• Should be provided for the scientific team</li> </ul>	
<b>14</b>	Accommodation Cabins with washrooms attached	<ul style="list-style-type: none"> <li>• All cabins should be with air-conditioning and heating as per the weather conditions (Polar conditions)</li> </ul>	
<b>16.</b>	10 computers with Windows operating system and MS Office should be provided		
<b>17.</b>	High-quality laser jet printer/plotter should be provided		

**Table 3. List of Equipment/Instruments provided by NCPOR for the operation during cruises:**

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.			
#	Equipment	Function/ requirement	Support/ service required from Ship Owners
1.	Automatic Weather Station (AWS) for Continuous measuring of basic weather parameters (Air temperature, Solar radiation wind speed, wind direction, humidity and atmospheric pressure)	For continuous monitoring of atmospheric parameters throughout the expedition	Support for Fixing
2.	Clean CTD with clean Winch, cable and clean Van	For water sampling	Operation and data acquisition (refer Table 4 below)
3.	TV grab and Seafloor observation system (SFOS)	For rock and sediment sampling and biological studies.	Support for fixing only (operations/data-acquisition will be carried out by NCPOR)
4.	Multiplanktonnet (MPN)	Vertical, stratified sampling of zooplankton	Operation and data acquisition (refer Table 4 below)
5.	Bongo net with flow meter	Horizontal sampling of zooplankton at surface and mesopelagic	Operation and data acquisition
6.	HT Net	Sampling of phytoplankton and zooplankton at subsurface	Operation and data acquisition
7.	Box corer/ grab	Sediment sampling for infauna	Operation and data acquisition
8.	Epibenthic sledge/dredge	Sampling of epifauna	Operation and data acquisition
9.	Multi-corer	Sediment cores for macro, meio and microbenthos and for bioturbation measurements	Operation and data acquisition

10.	Profiling instruments like VMP, LADCP, Additional CTDs, Radiometer, uCTD	For various hydrographic measurements	Support for fixing and winch operation only (data-acquisition will be carried out by NCPOR)
11.	Salinometer	For measuring salinity of water samples	Support for fixing only (operations/data-acquisition will be carried out by NCPOR)

**Table 4: Essential Technical requirements/Survey /operations planned during each voyage:**

Section 1			
Cruise/Expedition		Indian Southern Ocean Research Expedition	
Preferable Period of operation		December 2023/January 2024-February/March 2024	
Objectives/Indented Operations		Understanding the processes involved in modulating the climate variability on a regional as well as global scale and its implications on the living resources and biogeochemical cycles Indian Southern Ocean (Maximum up to 70 degrees South Latitude). The scope of work includes the hydrographic measurements at the pre-defined locations in the Indian sector of the Southern Ocean using CTD, VMP, L-ADCP, continuous measurements of hydrographic parameters using uCTD, ADCP, Thermosalinograph, glider and mooring deployments, continuous atmospheric measurements, sediment sampling/coring at the pre-defined locations, water sampling for chemical and biological studies, clean laboratory facilitating sea water sample preparation for trace metal analysis, Phyto and Zooplankton sampling, Microbiology and Mesocosm experiments in the polar waters.	
Technical Requirements/ Instruments/equipment for the cruise			
Sl. No	Requirement	Specification Details	Remarks
1.	CTD (Conductivity, Temperature and Depth) measurement and collection of water samples	For hydrographic data and water sampling for various chemical and biological parameters	Technical support should be provided for the operation (lowering and retrieval of the CTD, rectification of technical issues of the CTD during operations
2	MPN	Vertical hauling of MPN at the pre-defined locations	Winch and technical support is needed for the operation of MPN

3	ADCP	Vessel-mounted ADCP for continuous measurements of ocean currents. Frequency Range: 35-75 Hz	Data display and storage facility should be available onboard
4	Thermosalinograph	Vessel-mounted Thermosalinograph preferably of SeaBird Electronics, USA make	Data display and storage facility should be available
5	Deep sea single beam Echosounder	For depth measurements up to 6000 m	Data display facility should be available
6	Sediment gravity corer	6 m long gravity corer to be supplied along with all accessories	Technical support should be required during the operation of the corer
7	10 Computers	Computers with the latest windows OS and MS Office	
<b>Instruments to be brought by Charterers/NCPOR</b>			
8	Profiling instruments like VMP, LADCP, Additional CTDs, Radiometer, uCTD	For various hydrographic measurements	Technical support is needed for fixing the instrument and also during the operation of these instruments
9	Salinometer	For salinity measurements	Temperature controlled room is required for fixing the instrument
10	Mooring	Deployment and recovery of mooring from the aft	Winch and technical support are needed for the deployment and retrieval of the mooring
11	Glider/other overboard deployment operations	Provide a small motorized boat (5 people capacity) and the facility to lower the boat while deploying/recovering the glider and other instruments for the overboard operations	Technical support is required for the lowering and Retrieval of the boat. Technical support also required for the deployment and recovery of the glider Internet facility and Radiofrequency modem with 10 km range in the polar regions for the operation of glider
12	Radiosonde Ballon Operation	For vertical atmospheric measurements	Obstruction-free space to fill the Hydrogen/Helium gas in the Radio Sonde ballons and its launching

## Section 2



<b>Cruise/Expedition</b>		Hydrothermal Sulphides Exploration in CIR and SWIR using Work-class Remotely Operated Vehicle (ROV)
<b>Preferable Period</b>		March 2024-April 2024
<b>Objectives/Indented Operations</b>		Survey and sampling over the potential sites of Hydrothermal sulphide minerals using Work-class ROV/s, suitable for operations in 6000m water depths. The scope of work also includes CTD casts, multibeam bathymetry survey, Magnetic survey, Gravity survey, sediment sample collection, rock dredging, water sample collection.
<b>Technical Requirements/ Instruments/equipment for the cruise</b>		
<b>Sl.</b>	<b>Instrument</b>	<b>Specifications / Operations / Purpose / Sensors</b>
<b>WORK-CLASS ROV with the following equipment and sensors</b>		
1.	Multiple Colour pan-zoom-tilt cameras	<ul style="list-style-type: none"> <li>Still &amp; Video in 4K, FHD &amp; SD resolution,</li> <li>High-Intensity LED lights for illuminating the seabed to facilitate high-resolution still/video imagery</li> <li>With laser scaling</li> </ul>
2.	Forward-Looking or Sector Scan Sonar	
3.	Manipulator arms	<ul style="list-style-type: none"> <li>Two or more Manipulator arms suitable for picking rocks, operating pushcores, saw, etc.</li> <li>With tools to grab small rocks etc. from the seabed</li> </ul>
4.	Underwater chain saw/Rock Saw / Cutter / Splitter	
5.	Scoops, nets, knives	
	<b>Storage of Samples</b>	
6.	ROV Sampling Tray	Seabed Sampling Trays with ROV with a capacity for samples upto 500kgs
7.	Sampling Basket	Separate sampling basket for lifting samples collected using ROV.
<b>ROV SAMPLING SYSTEMS</b>		
Seawater characterization including chemical and thermal data collection:		
8.	Extendable temperature probe	<ul style="list-style-type: none"> <li>350° C or more</li> <li>With titanium needle</li> <li>ICL-T probe or better</li> </ul>
9.	Deep-sea Water Sampling	<ul style="list-style-type: none"> <li>4 or more bottles; 150ml or more pure and uncontaminated in-situ samples, non-reactive and high-temperature resistance, imilar to KIPS (Emma Tech.) system or better <a href="https://www.emma-technologies.com/products/sampling/deep-water-sampling/">https://www.emma-technologies.com/products/sampling/deep-water-sampling/</a></li> </ul>

10.	Push Core with sample collection Boxes	▪ 6 or more
11.	Water Bottle rack	▪ 5L bottles Go-Flo type, 5 or more
<b>PHYSICAL OCEANOGRAPHY</b>		
12.	CTD Sensor (with following aux. sensors)	▪ Preferably Seabird FastCAT SBE49, Similar to or better
13.	Oxygen Sensor	▪ Preferably Aanderaa 3841 O2 Optode, Similar to or better remove makes
14.	PH Sensor	▪ Preferably AMT Deep Water Sensor, Similar to or better/similar
15.	Turbidity Sensor	▪ Preferably Sea-Point Turbidity Meter (STM/MCBH6M), Similar to or better
16.	High-Temperature probe	▪ Upto 600° C ▪ PT100 or better

<b>Section 3</b>		
<b>Cruise/Expedition</b>		Environmental Baseline Studies in the CIR and SWIR
<b>Preferable Period</b>		April 2024-May 2024
<b>Objectives/Indented Operations</b>		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 multibeam bathymetry survey, Magnetic survey, Gravity survey, sediment sample collection, rock dredging, water sample collection as planned by the Charterer.
<b>Technical Requirements/ Instruments/equipment for the cruise</b>		
Sl.	Instrument	Specifications / Operations / Purpose / Sensors
1.	CTD (Conductivity, Temperature and Depth) measurement and collection of water sample	Nutrients, Dissolved Oxygen, dissolved gases (methane), Alkalinity, Hydrogen Sulphide, Total Organic Carbon, Dissolved trace metals, pH, Chlorophyll, Salinity, temperature, turbidity, PAR
2	Multiplankton net	Vertical, stratified sampling of zooplankton
3	Bongo net with flow meter	Horizontal sampling of zooplankton at surface and mesopelagic
4	HT Net	Sampling of phytoplankton and zooplankton at subsurface
5	Box corer/ grab	sediment sampling for infauna
6	Epibenthic sledge/dredge	Sampling of epifauna
7	Baited camera trap	Observation of demersal scavengers
8	Multi-corer	Sediment cores for macro, meio and microbenthos and for bioturbation measurements

## 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 authorized to sign, and all discrepancies shall be clearly 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 prevents communication from the vessel to the shore, on any particular 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 authorized 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.
  - iii. A detailed step-wise data processing methodology (including corrections applied) for all sensors must be included in the cruise report.

iv. Maps/plots/charts for various parameters employed during the surveys for each location.

**Table 5: List of expected data from an instrument/sensor/parameter deliverables is detailed below:**

Data	Description
Navigation	<ul style="list-style-type: none"> <li>• Table of file names/line names for all sensors including metadata</li> <li>• Vessel track plot in GIS-compatible format</li> <li>• Raw navigation files in OEM and ASCII format</li> <li>• Processed navigation files in ASCII format</li> <li>• Navigation in project geodesy/projection</li> </ul>
Bathymetry (Raw & Processed)	<ul style="list-style-type: none"> <li>• Raw files in OEM and ASCII format.</li> <li>• PROCESSED Gridded bathymetry &amp; OEM Format for heave, roll, pitch, sound velocity, draught, tide and de-spiked.</li> <li>• Processed ASCII data in Longitude (DD), Latitude (DD), negative depth (m) - space or comma-delimited, 8 decimal places for position and two decimal places for depth format</li> <li>• Processed ASCII data in Easting (m), Northing (m), negative depth (m), - space or comma-delimited, two decimal places format</li> <li>• DTM file in GIS grid file format (ArcASCII grid, for ex.)</li> <li>• Maps / plots / charts for each blocks/location</li> </ul>
Sound velocity	<ul style="list-style-type: none"> <li>• SVP data in ASCII format.</li> <li>• Both upward and downward profiles.</li> <li>• Metadata with location maps</li> </ul>
Sub-bottom Profiler	<ul style="list-style-type: none"> <li>• Raw SBP data in OEM and SEG-Y format (TWT) with navigation embedded.</li> <li>• Processed data with depth/TWT stacking</li> </ul>
Magnetometer	<ul style="list-style-type: none"> <li>• Raw magnetometer data in ASCII format with navigation embedded</li> <li>• Processed data in ASCII format with navigation embedded and in grid format.</li> <li>• Anomaly Maps / plots / charts for each blocks/location</li> </ul>
Gravimeter	<ul style="list-style-type: none"> <li>• Raw gravimeter data in ASCII format with navigation embedded</li> <li>• Processed data in ASCII format with navigation embedded and in grid format.</li> <li>• Anomaly Maps (Free-Air &amp; Bouguer) / plots / charts for each cruise</li> </ul>
CTD/ADCP/Thermosalinograph	<ul style="list-style-type: none"> <li>• Raw data including instrument Configuration files, processing details etc.</li> <li>• Processed data in CSV/ASCII/Netcdf format for all the sensors</li> <li>• Metadata with location maps</li> </ul>
ROV Videos/Imagery	<ul style="list-style-type: none"> <li>• Videos in standard formats (.mp4/.avi/.mkv/.mov)</li> <li>• Image mosaics</li> <li>• CTD, Temperature data in standard format</li> </ul>

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

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

Adequate documents to substantiate Pt. No. 7 indicating the details of equipment to fulfill abovesaid requirements should be enclosed as appendix VII.

#### **8. 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. The vessel should also have Radar, GYRO Compass, GPS, weather Facsimile recorder, Satellite cloud-imagery receiving system (APT), ice-information receiving equipment and any other requisite equipment for navigation of the vessel in icy waters. All these equipment should be made available to CHARTERERS personnel for scientific observations and operational requirements. The vessel should have two numbers each independent sounding lead systems and Radar systems for 10 cm and 3cm respectively and also to have low-altitude Radar scanner to monitor icebergs in close sea-ice, day light screens for monitors and a minimum of two flood light projectors. Adequate documents to substantiate and indicating the details of above requirement to fulfill this clause should be enclosed as Appendix VIII of bid.

#### **9. THRUSTERS:**

The vessel should be equipped with Dynamic Positioning (DP) system. Adequate documents to substantiate and indicating the details of above requirement to fulfill this clause should be enclosed as appendix IX.

#### **10. VALID CERTIFICATES:**

The 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 May 2024 and to be provided atleast 20 days before the delivery date. A copy of all certificates to be provided with the bid. If any certificate is expiring mid-term then the certificate with extended validity to be provided well in advance, else the monthly charter hire payment shall be withheld, from the previous calendar month of expiry of the applicable certificate, till a valid certificate is provided.

However, extension of any mandatory certificates/permissions etc is the ultimate responsibility of the Owners only and should not hamper the Charterers activities in any

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

11. 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 fresh water facilities for bath and portable drinking water (Avg. 4L per Day per Person) for consumption by Charterers personnel.

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

**PAYMENT TERMS: (Refer Annexure – I 'INSTRUCTIONS TO BIDDERS AND TERMS & CONDITIONS OF THE TENDER')**

**Annexure –III**

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

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

<b>Document/Acceptance/Undertaking for Compliance of Techno-commercial bid evaluation criteria:</b>				
<b>S. No</b>	<b>Specification/Description (Pl refer Annexure II for details of Sl nos. 1 to 11 below)</b>	<b>Compliance (Strike out which is not applicable)</b>		<b>Supporting document for complied criteria to be enclosed by the bidders with technical bid (cover I) as appendix serial number:</b>
1	Class of the Vessel	Complied	Not complied	Appendix –I
2	Charter Period	Complied	Not complied	Appendix –II
3	Seaworthiness	Complied	Not complied	Appendix –III
4	Endurance	Complied	Not complied	Appendix –IV
5	Accommodation	Complied	Not complied	Appendix –V
6	Cranes &Winches	Complied	Not complied	Appendix –VI
7	Equipment and Lab facilities	Complied	Not complied	Appendix –VII
8	Communication and Navigational facilities	Complied	Not complied	Appendix –VIII
9	Dynamic positioning	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”. (Cover-I : Technical Bid and Cover-II : Financial Bid)	Complied	Not complied	Appendix-XII
13	Submission of Bid Bond INR 1,56,00,000/-USD 190000 along with Technical Bid	Complied	Not complied	Appendix-XIII

14	Unconditional validity of bid for 120 days from the last date of submission of bid	Complied	Not complied	Appendix-XIV
15	Acceptance for submission of Delivery cum Performance Bank Guarantee for execution of contract for a sum equivalent to 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
21	Copies of all mandatory certificates and documentary evidence detailing the facilities and all equipments offered as the part of the proposed vessel to be submitted along with the technical bid document.	Complied	Not complied	Appendix-XXI
22	Copy of Financial bid with the prices masked (unpriced financial bid)	Complied	Not complied	Appendix- XXII



Signature.....

Name.....

For and on behalf of

.....

.....

.....

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

.....

-----X-----

#### **Annexure- IV**

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

#### **FINANCIAL BID FORMAT**

The Financial Quote should be submitted in the following format:

- Indian bidders should quote in Indian Rupees (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).
- 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 to be quoted and not to be considered under other charges.
- The details of charter hire cost, mob and demob, victualling etc. for one season i.e.150 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 60+/- 30 days .

Table 6

Sl. No	Description	Rate (if not written bid will be rejected) INR/USD
		INR (only for Indian bidders)
1.	Mobilisation and De-mobilisation (lump sum) Port Louis, Mauritius /Goa Port	
2.	Charter hire per day	
3.	Victualling charges per person per day	
4.	Other charges if any, please specify	
<b>GRAND TOTAL</b>		

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 150 days.

Commission (If any) to Indian Agent: In case of an Indian Nominated Agent, commission as agreed between the Owners and the Agent not more than 1.25% shall be deducted from the mob-demob charges and charter hire by the Charterers and paid to the Agent directly in equivalent Indian Rupees within 15 days of submission of invoice in original by the concerned Agent.

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

**ANNEXURE – V**

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

**TENDER ACCEPTANCE FORM**

**To:**

**The Director**

**The National Centre for Polar and Ocean Research**

**Headland Sada, Vasco Da Gama,**

**Goa-403 804, India**

1. Having examined the Tender Document NCPOR/DSEM/SC/23 dated 13/10/2023 along with all Annexure for the performance of the Services tendered for, we, the undersigned, hereby offer to perform the Services in conformity with all the conditions set out in the Tender Document.
2. We agree to abide by this Tender validity for a period of 120 days from the last date fixed for receiving the same and it shall remain binding upon us and to be accepted by you at any time before the expiration of that period.
3. We understand that NCPOR is not bound to accept the lowest or any Tender received.

Signature.....

Name.....

For and on behalf of

.....

.....

.....

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

.....

Date:.....

**ANNEXURE- VI**

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

**DETAILS OF OFFERED VESSEL AND BIDDER**

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

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

3.17	Maximum Lifting capacity with single crane (MT)		
3.18	Water Production/day (m <sup>3</sup> )		
3.19	Number of life boats / rescue boats with capacity for number of persons		
3.20	Number of life rafts with capacity for number of persons		
3.16	Compliance for carrying hazardous cargo (Fuel/Oil/Lubes/Compressed gas cylinders of hydrogen, nitrogen, oxygen, argon, LPG etc.)		
3.22	Boat required for glider operations		
<b>4</b>	<b>ACCOMMODATION (Charterers personnel only)</b>		
4.1	Capacity		
4.2	No of cabins		
4.3	Dining Hall with seating capacity		
4.4	Separate Recreation room with seating		
4.5	Galley /Kitchen (Indicate Separate or Shared)		
4.6	Medical Room		
4.7	Radio Room with VHF/ Satellite Phone/Internet facility, Printer/ scanner / copier etc.		
<b>5</b>	<b>ENGINE, BOILER, FUEL &amp; SPEED</b>		
5.1	Number of Engine(s)		
5.2	Main Engine Type		
5.3	Main Engine (BHP)		
5.4	Auxiliary Engine Type		
5.5	Auxiliary Engine (BHP)		
5.6	Central Heating System, if any		
5.7	Bunker/Fuel type / Grade		
5.8	Bunker capacity (MT)		
5.9	Speed Max (knots)		
5.10	Speed Normal Cruising (knots)		
5.11	FUEL GRADE: Indicate vessel using Marine Gas Oil (MGO) / Marine Diesel Oil (MDO)		
5.12	Fuel Consumption per 24 hrs Normal Cruising (MT) (at survey speed of 7 Knots)		
5.13	Fuel Consumption per 24 hrs Max Speed (MT)		

	( max. speed also to be indicated)		
5.14	Fuel consumption while at port per 24 hrs.		
5.14	Endurance (Number of Days)		
5.15	Dynamic positioning/Thrusters -type and number(s)		
5.16	Indicate other vessel facilities:		
5.16.1	Facility for undertaking seabed sampling operations (SWL approx. 10T) e.g. Gravity coring, Rock dredging etc in 6000m water depths.		
5.16.2	Deep Sea Winch (DSW) with 10000m steel wire rope of about 18-20mm diameter.		
5.16.3	Winch of suitable capacity to hold 7000m of CTD wire, and easy access for deployment.		
	A-Frame/Crane Provision to deploy/Tow and carry out scientific operations such as Gliders//AUV/Moorings etc. at the aft of the ship		

The technical bid (cover I) should be accompanied by a GA plan of the vessel, type and specification of the fuel to be used and fuel consumption pattern during surveys, transit (Cruising and Max. speed etc) and at port.

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

Signature.....

Name.....

For and on behalf of

.....  
.....

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

.....

Date:.....

## **ANNEXURE VII**

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

### **FORMAT FOR BANK GUARANTEE FOR BID BOND**

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

To

**National Centre for Polar& Ocean Research (NCPOR)**

**(Ministry of Earth Sciences, Govt. of India)**

**Headland Sada, Vasco-Da-Gama,**

**Goa – 403 804. (INDIA)**

Dear Sir,

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

(hereinafter called the bidder which expression shall, unless repugnant to context or meaning thereof, mean and include all its successors, administrators, executors and assignees) are submitting a Tender Reference No. NCPOR/DSEM/SC/23(hereinafter referred to as Tender) and bidder having agreed to furnish an unconditional and Irrevocable Bank Guarantee of ..... ***INR /- OR USD (Indian Rupees only / US Dollars only) (as applicable)*** towards bid bond/EMD as stated in tender document & notice inviting of global tender & Instructions to Bidder and other terms and conditions of tender especially the condition that bidder shall keep his tender open for a period of 120 days as extended from time to time and shall not withdraw or modify it to which the bidder has given absolute and unconditional acceptance and ***45 days i.e. from (last date of receipt of tender) -----*** or undertaking and is bound without any reservations as to any matter or thing whatsoever on such acceptance and FOR THE BIDBOND/EMD CONDITIONS OF THIS TENDER OBLIGATION ARE: 1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender. 2) If the tenderer having been notified of the acceptance of his tender by NCPOR during the period of its validity. 2.a) If the tenderer fails to furnish the Performance security for the due performance of the contract. 2.b) Fails or refuses to execute the contract

2. Therefore, we \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ a bank registered under the laws of \_\_\_\_\_ (Country) \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (Address) \_\_\_\_\_ (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing in ***INR /- OR USD (Indian Rupees only / US Dollars only) (as applicable)***

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

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

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

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

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

7. Notwithstanding anything contained herein above, our liability under this guarantee is limited to **INR /- OR USD (Indian Rupees only / US Dollars only) (as applicable)** in aggregate and it shall remain in full force upto 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 upto and including 45 days after the extended date. Any claim under this guarantee must be received by us from last date of the validity period or before the expiry of 45/60 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 upto 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 upto 60 days after the said date/extended date, all the NCPOR's right under this guarantee shall be valid and shall not cease.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2024 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 \_\_\_\_\_, 2023 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 + 150Day hire charges + any other charges but excluding victualling if any) (Indian Rupees/USD \_\_\_\_\_) for 150days 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 + 150Day 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/USD \_\_\_\_\_ in

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

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

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

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

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

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

7. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to INR/USD \_\_\_\_\_ (Indian Rupees/USD \_\_\_\_\_) in aggregate and it shall remain in full force upto and including Seventy-five days after \_\_\_\_\_ unless extended further, from \_\_\_\_\_

time to time for such period as may be instructed in writing by M/s. \_\_\_\_\_ whose behalf this Guarantee has been given in which case it shall remain in full force upto and including seventy-five (75) days after the extended date. Any claim under this Guarantee must be received by us before the expiry of seventy-five (75) days from \_\_\_\_\_ or before the expiry of 75 days from the extended date, if no such claim have been received by us within the seventy-five (75) days after the said date/extended date, the NCPOR's right under this Guarantee will cease. However, if such a claim has been received by us within and upto seventy-five (75) days after the said date/extended date, all the NCPOR's right under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

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

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2023 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 202\_, between, on one hand, the Director, National Centre for Polar & Ocean Research, Headland Sada, Goa, India (hereinafter called the "CHARTERER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s\_\_\_\_\_ represented by Mr.\_\_\_\_\_, Designation, (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

**Commitments of the CHARTERER**

- 1.1 The CHARTERER undertakes that no official of the CHARTERER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third

party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

### **Commitments of BIDDERS**

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

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

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

business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

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

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



- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount (as will be specified) as Bid Security Bond with the CHARTERER through the instruments as specified in the RFP.
- 5.2 The Bid Security Bond shall be valid up to a period, as will be specified in RFP, from the date of opening of bids and be suitably extended as requested by NCPOR.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CHARTERER to the forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the CHARTERER to the BIDDER on Bid Security Bond for the period of its currency.

## **6. Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the CHARTERER to take all or any one of the following actions, wherever required:-
  - i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - ii) Forfeiture of the Security Bid Bond (in pre-contract stage) and/or Performance Security Bond (after the contract is signed) stand forfeited either fully or partially, as decided by the CHARTERER and the CHARTERER shall not be required to assign any reason therefore.
  - iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- iv) To recover all sums already paid by the CHARTERER , and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the CHARTERER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CHARTERER, along with interest.
- vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CHARTERER resulting from such cancellation/rescission and the CHARTERER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the bidder from participating in future bidding processes of the Government of India for minimum period of five years, which may be further extended at the discretion of the CHARTERER.
- viii) To recover all sums paid in violation of this pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by CHARTERER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond in case of a decision by the OWNER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The CHARTERER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge

of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## **7. Fall Clause**

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar VESSEL at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the different in the cost would be refunded by the BIDDER to the CHARTERER, if the contract has already been concluded.

## **8. Independent Monitors**

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

Contact details of Independent External Monitors (IEMs)

1. 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](mailto: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](mailto:mespkj@gmail.com) Mobile No.9313498388)

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

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

- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CHARTERER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CHARTERER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The CHARTERER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of CHARTERER /Secretary in the Ministry within 8 to 10 weeks from the date of reference or intimation to him by the CHARTERER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

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

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

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

## 11. Other Legal Actions

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

## 12. Validity

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

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

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

CHARTERER    BIDDER

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

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

DIRECTOR

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

Witness

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

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

Witness

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

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



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

It is this day mutually agreed between

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

**AND**

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

**1. PERIOD:**

The Owners let, and the Charterers hire the vessel for a period of 150days +/- 30 days in Charterers option and upto two extendable periods each of 60+/-30 days at Charterers option from the time the vessel is delivered after all mandatory clearances and surveys and placed at the disposal of the Charterers. Charterers option(s) will be decided by Charterers and will be based upon performance of each preceding charter season.

The Owners will endeavor to stay longer within the dates, weather permitting for the time (not on a Sunday or a legal holiday unless taken over) the Vessel is delivered and placed at the disposal of the Charterers between 9 a.m. and 6 p.m. during weekdays Monday to Friday and between 9 a.m. and 2 p.m. if on a Saturday excluding National Holidays.

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

At one safe port Port Louis, Mauritius or Goa port (India) or any other Port on East/West Coast of India in such available berth, where she can safely lie always afloat, as the Charterers may direct, she being in every way fitted for her special service. The charterers option of delivery of vessel in December 2023/January 2024 to be declared at the time of finalization of Agreement and the said option for extendable periods to be declared 30 days in advance at the time of exercising the option for each extendable period.

## 1.B. TIME OF DELIVERY:

The vessel to be delivered during December 2023/January 2024 Port Louis, Mauritius or Goa port (India) or any other Port on East/West Coast of India. 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.

## 2. TRADE:

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

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

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

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



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

### **3. OWNERS TO PROVIDE:**

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

The Owner to provide adequate number of Crane Drivers/operators and Crew for winches, windlass on-board for the Charterer's stores, scientific equipment operations, scientific exploration, experiments and research or any other nautical operations including the Charterer's personnel gear or any other materials agreed of instruments and facilities.

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

Also to arrange for loading, trimming, stowing (including dunnage and shifting boards, excepting any already on-board), unloading, weighing, tallying and delivery of cargoes, surveys on hatches and all other charges and expenses whatsoever including detention and expenses through quarantine (including the cost of fumigation and disinfection) provided the Charterers are not liable to provide or pay for matters attributable to the Owner.

### **4. CHARTERERS TO PROVIDE:**

The Charterer to provide and pay for all fuel oil/ diesel oil, port charges, pilotages (whether compulsory or not), canal steersmen, boatage, lights, tug assistance, consular charges (except those pertaining to the Master, Officers and Crew), canal, dock and other dues and charges also all dock, harbour and tonnage dues at the ports of delivery and re-delivery (unless incurred through the cargo carried before delivery or after re-delivery).

### **5. BUNKERS:**

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

Louis or any other Port on East/West coast of India from the payment of last charter hire, demobilization charges and any other payment due to owners.

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

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

**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.**

## **7. RE-DELIVERY:**

The Vessel to be re-delivered on the expiration of the Charter in the same good order as when delivered to the Charterers (fair wear and tear excepted in this trade) at one safe port at a safe berth at Port Louis Mauritius/Goa Port or any other Port on East/West coast of 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.

## **NOTICE:**

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

## **8. CARGO SPACE:**

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

#### **9. MASTER:**

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

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

#### **10. DIRECTIONS AND LOGS:**

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

#### **11. SUSPENSION OF HIRE:**

During operations for charterers or other necessary measures to maintain the efficiency of the Vessel, deficiency of Owner's men or Owner's stores, breakdown of machinery (CTD winch, Crane, Deep Sea winch, 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.

#### **12. RESPONSIBILITY AND EXEMPTIONS:**

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

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

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

#### **14. 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 Charterers account.

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

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

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

#### **16. OVERTIME:**

No overtime charges shall be payable by Charterers.

#### **17. LIEN:**

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

#### **18. SALVAGE:**

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.

## **19. SUBLET:**

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

## **20. WAR: ("Conwartime 1993")**

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

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

(ii) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, of the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or become dangerous to the Vessel, her cargo, Crew or other persons on board the Vessel.

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

C) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crew or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

D) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefore shall be for their account.

(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterer's orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be

reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.

E) If the Owners become liable under the terms of employment to pay to the Crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then such bonus or additional wages shall be on Owners account only.

F) The vessel shall have liberty:

- (i) to comply with all orders directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions.
- (ii) to comply with the order, directions or recommendations of any war risks underwriters who have authority to give the same under the terms of the war risks insurance.
- (iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body, which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.
- (iv) to divert and discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier.
- (v) to divert and call at any other port to change the crew or any part thereof or other persons on board the Vessel where there is a reason to believe that they may be subject to internment, imprisonment or other sanctions.

(G) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owner's intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.

(H) If in compliance with any of the provisions of the sub-clauses (B) to (G) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter.

## **21. CANCELLING:**

Should the Vessel not be delivered as set out by the December 2023/January 2024 the Charterers to have the option of cancelling the Charter.

If the Vessel(s) cannot be delivered by the cancelling date, the Charterers, if required, to declare within 3 working days after receiving notice thereof whether they cancel or will take delivery of the Vessel.

## **22. DISPUTE RESOLUTION:**

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

## **23. ARBITRATION**

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

## **24. COMMISSION:**

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

Clauses № 25 to 75, both inclusive as attached and “For good order sake” Item 1 to 30 as attached and General Arrangement documents and reference to ‘Fire fighting and Life saving appliances, Estimated fuel consumption pattern Per annexure I, as attached herewith, are deemed to be incorporated in this Charter party.

### **OWNERS**

.....

### **CHARTERERS**

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

## Clause 25(A)

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

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

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

Direct or disponent Owners Performing \_\_\_\_\_

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

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

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

BUILT : \_\_\_\_\_

FLAG : \_\_\_\_\_

PORT OF REGISTRY & CLASS : \_\_\_\_\_

CLASSIFICATION SOCIETY : \_\_\_\_\_

IMO NO. : \_\_\_\_\_

OFFICIAL NO. : \_\_\_\_\_

CALL SIGN : \_\_\_\_\_

INMARSAT- PHONE : \_\_\_\_\_

FAX : \_\_\_\_\_

INMARSAT-TLX : \_\_\_\_\_

SC NBR : \_\_\_\_\_

MMSI NO. : \_\_\_\_\_

LOA : \_\_\_\_\_

LBP : \_\_\_\_\_

BREADTH MOULDED : \_\_\_\_\_

DEPTH MOULDED : \_\_\_\_\_

NATIONALITY/NUMBER OF OFFICERS: \_\_\_\_\_

NATIONALITY/NUMBER OF CREW: \_\_\_\_\_

ADDITIONAL INFORMATION, If any: \_\_\_\_\_

### 2.DRAFTS/DEADWEIGHT MTRS/MTNS

TROPICAL/SW \_\_\_\_/\_\_\_\_

TROPICAL FWA (SUMMER DRAFT): \_\_\_\_\_ MM

LOADED SUMMER TPC: \_\_\_\_\_MTNS/CM

CONSTANT(LUB OIL AND UNPUMPABLE BALLAST INCL,FW EXCL):\_\_\_\_\_ MTS

### 3.TONNAGE GROSS/NET



INTERNATIONAL: \_\_\_\_/\_\_\_\_

SUEZ: \_\_\_\_/\_\_\_\_

PANAMA: \_\_\_\_

#### **4. DIMENSIONS OF CARGO SPACES, if any**

HOLDS

NO. LENGTH      BREADTH      HEIGHT

TWEENDECKS

NO. LENGTH      BREADTH      HEIGHT

HATCHES DIMENSIONS

NO. MAIN DECK/BETWEEN TWNS/HOLDS      POSITION

HATCH COVERS TYPE: \_\_\_\_\_

METHOD OF OPENING: \_\_\_\_\_

HOLD CAPACITY

NO. BULK/CBM      BALE/CBM

TWEENDECKS CAPACITY

CONTAINER CAPACITY IN UNITS 20/40 FEET :

HOLD, TWEENDECK, HATCH COVERS:

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

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

HOLD(s)

HATCH COVERS:

TANK TOP:

TWN DECK:

#### **7. CARGO GEAR:**

NUMBER OF CRANES: \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_

CRANES CAPACITY: \_\_\_\_\_

MAX RADIUS (MTRS): \_\_\_\_ M (HOOK)

MIN RADIUS (MTRS): \_\_\_\_ M

HIGHEST HOOK POSITION: \_\_\_\_ M ABOVE DB

HOISTING SPEED: \_\_\_\_ M/MIN

SLEWING SPEED: \_\_\_\_ RPM

LUFFING TIME: \_\_\_\_ SEC (TOPPING OF JIB)

SLEWING SECTOR: \_\_\_\_/DOUBLE \_\_\_\_ GRAD

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

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

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

TYPE : \_\_\_\_\_  
RPM : \_\_\_\_\_  
FUEL GRADE : \_\_\_\_\_  
GENERATORS : \_\_\_\_\_  
OUTPUT : \_\_\_\_\_

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

DIAM : \_\_\_\_\_  
WEIGHT : \_\_\_\_\_ KGS

**11. FRESH WATER GENERATOR:**

TYPE: \_\_\_\_\_  
CAPACITY: \_\_\_\_\_

**12. FUEL CONSUMPTION:**

SERVICE SPEED/DAILY CONSUMPTION

Survey Speed :

Max speed:

IN PORT IDLE:

ADDITIONALLY

BALLASTING/DEBALLASTING: \_\_\_\_\_ MTS MDO  
BOILER IS REQUIRED: \_\_\_\_\_ MTS IFO 40  
THEN AIR TEMP. BELOW 5 DEG \_\_\_\_\_ MTS IFO 40  
THEN AIR TEMP -30-40 DEG (C) \_\_\_\_\_ MTS IFO 40  
ANY OTHER CONDITION

**13. TANK CAPACITY:**

WATER BALLAST: TOTAL: \_\_\_\_\_ CBM  
FUEL OIL: 90 PCNT: \_\_\_\_\_/\_\_\_\_\_ T/CBM (INCL OVERFLOW TANK)  
TOTAL: \_\_\_\_\_/\_\_\_\_\_ T/CBM  
DIESEL OIL: 90 PCNT: \_\_\_\_\_/\_\_\_\_\_ T/CBM  
LUBRICATING OIL: \_\_\_\_\_/\_\_\_\_\_ T/CBM  
ALL SLUDGE AND DIRTY TANKS: \_\_\_\_\_/\_\_\_\_\_ T/CBM  
FRESH WATER TANKS CAPACITY: \_\_\_\_\_ CBM  
UNPUMPABLE TANK RESIDUES:  
FUEL \_\_\_\_\_ MTS  
LUB \_\_\_\_\_ MTS  
BALLAST \_\_\_\_\_ MTS

FW \_\_\_\_ MTS  
OTHER \_\_\_\_ MTS

**14. BALLASTING SYSTEM:**

BALLAST PUMP:

CBM/HOUR

BALLASTING TIME: \_\_\_\_ HRS

DEBALLASTING TIME: \_\_\_\_ HRS

TOTAL DEBALLASTING: \_\_\_\_ HRS

LOCATION OF THE BUNKERING STATION: \_\_\_\_\_

CONNECTING FLANGE DESCRIPTION:

MAX PRESSURE: \_\_\_\_\_

MAX PERMITTED BUNKERING RATE: \_\_\_\_ CBM/HOUR

MDO \_\_\_\_ CBM/HOUR

**15. DISTANCES (Between superstructure, holds etc)**

**16. ALL KIND OF MANAGEMENT**

OWNERS:

NAME:

ADDRESS

COUNTRY

TEL:

FAX:

E-MAIL:

**17. CLASSIFICATION SOCIETY, SURVEYS AND CERTIFICATES**

CLASSIFICATION SOCIETY : \_\_\_\_\_

DATE AND PLACE LAST DRYDOCK : \_\_\_\_\_

DATE AND PLACE NEXT SPECIAL SURVEY : \_\_\_\_\_

CERTIFICATE NAME    DATE OF ISSUED    DATE OF LAST    DATE OF EXPIRE

ANNUAL ENDORSEMENT

CLASSIFICATION CERT : \_\_\_\_\_

SAFETY MANAGEMENT CERTIFICATE : \_\_\_\_\_

DOCUMENT OF COMPLIANCE : \_\_\_\_\_

LOADLINE : \_\_\_\_\_

SAFETY EQUIPMENT : \_\_\_\_\_

SAFETY CONSTRUCTION : \_\_\_\_\_

GEAR SURVEY : \_\_\_\_\_

CARGO SECURING MANUAL : \_\_\_\_\_

SAFETY RADIO : \_\_\_\_\_

I O P P : \_\_\_\_\_

DE-RATERISATING : \_\_\_\_\_

**18. INSURANCE – \_\_\_\_\_**

ALL PRESCRIBED CERTIFICATES IN THE "SPECIFICATION OF SHIP DATED \_\_\_\_\_ WOULD BE VALID ON VESSEL'S DELIVERY. FOR \_\_\_\_\_ OWNERS WOULD FURNISH A CERTIFICATE THAT "PERFORMING VESSEL WOULD MEET ALL SAFETY REGULATIONS IN RESPECT OF LIFE SAVING APPLIANCES, FIRE FIGHTING APPLIANCES, FOR A VESSEL SPECIFYING CARRIAGE OF 15 CHARTERER'S PERSONNEL, BESIDES VESSEL'S OFFICERS AND CREW.

#### **19. OTHERS**

RADAR MAST WITH ANTENNA: \_\_\_\_\_ MTRS

MOORING ROPES SYNTHETIC : \_\_\_\_\_ M

WIRE COMBINED ROPES: \_\_\_\_\_ M

CO2 FITTED: \_\_\_\_\_

ITF FITTED: \_\_\_\_\_

GRAIN FITTED: \_\_\_\_\_

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

#### **20. LIFE BOATS/ LIFE RAFTS/ZODIAC**

\_\_\_\_\_ PIECES LIFE BOATS CAPACITY FOR \_\_\_\_\_ PEOPLE EACH, IN TOTAL \_\_\_\_\_ PERSONS TO BE 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]

**ALL DETAILS ABOUT AND GIVEN IN GOOD FAITH.**

**ENDURANCE:**

The Vessel has an endurance of minimum 60 days in the area of operation including the voyage time. The Vessel has sufficient bunkering facility to store fuels for said endurance.

**COMMUNICATION AND NAVIGATION FACILITIES:**

The Vessel will have adequate communication and navigational equipment onboard for ship operations. These include HF, VHF and satellite communication equipment having e-mail facility. Charterers have an option to use the vessel's communication equipment subject to proper record-keeping of such usage and including entries in the ship's radio logbook as appropriate. Each phone call and message sent to be recorded / logged in ship's radio logbook. The vessel will also have Radar, GYRO Compass, Navigational Echo-sounder, GPS, weather facsimile recorder, weather information receiving equipment and any other requisite equipment for navigation of the vessel. All this equipment and data will be made available to the Charterer's personnel for scientific observation and operational requirements. It will have the standby set-ups for all these operationally needed equipment.

**Clause 25(B)**

The fuel consumption stated in 25(a) is an approximate estimate only. The daily consumption of IFO/MDO/MGO with bunkers remain onboard (BroB) will be furnished by the Master to the Charterers / Charterer's representative.

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

In addition to quantities of bunkers on delivery, the Charterers to arrange stem and take onboard bunkers prior to departure from Chennai Port (Chennai) for their voyages. Based on cruise plan of Charterers the Master to recommend estimated quantities of bunkers with due regard to safety margin.

The Master of the Vessel to furnish daily quantities of fuels consumed as per actual and duly recorded in the ship's logbook to the Charterer's Chief Scientist / Representative on board

the vessel. The final settlement of the bunkers consumed to be based on the daily recordings in the ship's logbook and copy of which furnished to the Charterer's Chief Scientist / Representative on board.

#### **Clause 26 Accommodation:**

The Vessel has fully air-conditioned accommodation for Minimum 30 Charterers personnel, besides the Vessel's crew. The entire living accommodation is in the superstructure of the Vessel, preferably. Each cabin will have a working table, chairs and sufficient space for members to keep clothing and their daily utility items. Each cabin will also have electrical points/adapters (Indian type) to operate electrical gadgets.

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

The Vessel will have adequate waste-disposal facilities, recommended for International waters both for solid and liquid wastes.

The Vessel will have proper medical facilities to meet the emergency medical needs of the Charterer's personnel.

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

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

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

The Vessel will have facilities such as television, audio, library, gymnasium, table tennis/ few in-door games for the use by the Charterer's personnel. It will have room with attached bath and toilet facilities for the use of the Indian Chief Scientist/Dy. Chief Scientist including Laptop (Win 10 OS, MS OFFICE) with MFD printer, TV, Music system, refrigerator etc.

The Vessel will have an office room equipped with Laptop (Win 10 OS, MS OFFICE), printer and photocopier for the use by the Charterer's personnel. Cabins should be provided with suitable power adapters for operating PC/Laptops or other equipment of Indian type.

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

Adequate fresh water facilities for bath and potable drinking water for consumption by expedition members will be available. Potable drinking water [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.

The Vessel is equipped with an intercom system in all the cabins, mess rooms, lounge and deck, common areas etc.

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

Details of the Fire Fighting equipment:

The vessel is fully CO<sub>2</sub> fitted in all holds/engine room including fire detection system. Equipment is as per IMO standard. The Vessel will be fitted with firefighting appliances for all persons to be carried onboard in accordance with the \_\_\_\_\_, the classification society of the vessel, for the voyage to Central/Southern Indian Ocean.

Number of life Safety boats/capacity:

\_\_\_ life boats –with a capacity of \_ persons each, launching type life rafts sufficient enough to rescue the charterers' personnel and crew, in any unforeseen eventuality. Same to meet the safety regulations and conform to the safety equipment certificate issued by the authorities. One of the lifeboats to be used as a rescue boat for the Charterer's personnel. The Vessel will be fitted with lifesaving appliances for all persons to be carried on board in accordance with the \_\_\_\_\_, the classification society of the vessel, for the voyage to the operations area.

#### **Victualling:**

The Charterers to pay the Owners for housekeeping and victualling costs at the rate of INR/USD .... Only (inclusive of taxes as applicable, if any) per man per day for the number of the Charterer's personnel at the end of every month. The Owners to send invoices for same to the Charterers 15 (Fifteen) days in advance. Owners to provide and pay for housekeeping like linen changing, cleaning of cabins, common places and the entire vessel with no additional costs. Charterers to be provided with food, beverages and toiletries according to International standards on 24-hour basis.

#### **CLAUSE 27:**

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

#### **CLAUSE 28:**

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

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

**CLAUSE 29:**

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

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

**CLAUSE 30:**

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

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

**CLAUSE 31:**

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

**CLAUSE 32:**

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

If any breakdown is more than once in a month and such breakdown hamper the operations of the Charterers working, the time lost beyond 18/12/6 hours for respective breakdowns to be counted as off-hire. However, breakdown of any machinery and equipment is more



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

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

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

1.	ROV	30%
2.	Deepsea Multibeam Echosounder	25%
3.	Sound velocity Profiler	10%
4.	CTD (and/or Incl. Rosette & bottles)	25%
5.	Side Scan Sonar	20%
6.	Sub-bottom Profiler	10%
7.	Gravimeter	15%
8.	Magnetometer	15%
9.	Gravity Corer	5%
10.	Rock Dredge	5%
11.	Spade corer (Box corer)	5%
12.	Sediment Grab	5%
13.	Deepsea Winch	20%
14.	SVP Winch	10%
15.	Pinger	10%
16.	Any Lab Facility	15%
17.	CTD winch (Conductor type)	25%
18.	ADCP	20%
19.	Thermosalinigraph	20%
20.	A Frame	20%
21.	Hydraulic Telescopic crane at the Aft	20%
22.	Mili Q for ultrapure water supply	5%
23.	Hot air oven	5%
24.	Laminar flow(clean bench)	10%
25.	Incubators	15%
26.	Computer lab	10%

**CLAUSE 33:**

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

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

#### **CLAUSE 34:**

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

- A. Hull Insurance on the basis of Institute Time Clause (Hulls) including 4/4 Running Down Clause or equivalent conditions, covering the vessel subject to a sum insured of not less than the full market value of the vessel. Any deductibles for Owner's account. The Owners to arrange Charterer's liability on Hull insurance with the Charterers insured and the cost of this Insurance shall be borne by the Owners.
- B. Full P & I Club entry with a P & I Club of the London Group or equivalent. The Owners guarantee that the Vessel is fully P & I Club covered and her P & I Club is to be a member of an international group of P & I Club and the Owners guarantee that the Vessel's class is a member of the IACS and will remain so throughout the duration of this Charter Party.
- C. Hull Insurance policy shall include the Charterers as co-assured and shall contain a waiver of subrogation for the benefit of the Charterers, if applicable.
- D. Owners to take out unnamed special contingency accident cover for Charterer's personnel onboard for individual value of USD 40,000/- each throughout the currency of Charter.

#### **CLAUSE 35:**

As long as the Vessel is on hire to the Charterers, the Charterers have the benefit of any Insurance premium returns receivable by the Owners from Underwriters (as and when received from the Underwriters) by reason of the Vessel staying in a safe port for a minimum period of 30 days. The Charterers to purchase liability insurance covering their personnel/equipment and materials.

#### **CLAUSE 36:**

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

**CLAUSE 37:**

The Charterers have the right to use all facilities equipment's on the vessel including access to kitchen, rooms, gymnasium, etc., avail medical facilities and use the vessel's radio station, including telex machines, satellite navigator/ Marisat etc. onboard through the Owner's qualified personnel and without any hindrance from the Master or crew of the vessel without any costs to the Charterers or by the Charterer's personnel.

**CLAUSE 38:**

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

**CLAUSE 39:**

For delivery/redelivery at Port Louis Mauritius/Goa Port /or any other Port on East/West coast of India

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 or port on East/West Coast of India to be mutually agreed between Bidder/shipowner and NCPOR to the Owner's bank account in lumpsum for First Charter Hire period of 150 +/-30 days.

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

The said mobilisation / de-mobilisation charges paid to the Owners by the Charterers (for delivery/redelivery) is for the Owners mobilising the Vessel to suit the Charterer's requirements with reference to Clauses № 26, 40, 63 and 64 and providing required modifications /equipment's and provisions and are applicable for First Charter Hire period of 150days.

**OWNERS' BANK ACCOUNT**

**Account Holder Name:**

**Bank Name:**

**Bank Branch:**

**Swift Code:**

**Account Number:**

**Other Details:**

**CLAUSE 40:**

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

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

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

Should any deficiencies be found, the Owners to rectify same prior to delivery. Such inspection and survey will in no way absolve the Owners from their responsibility in respect of any defect relating to seaworthiness, Vessel's equipment's and compliance of other terms of this Agreement. The Owners in addition should take on sufficient stock of spare parts as per the requirements of the Classification Society and the Ship's Officers and Crew should be able to repair breakdowns to the best of their ability etc. occurring in above 'utility' / 'support systems' until the Vessel's re-delivery. All such incidents should be logged by the Master / Chief Engineer by a written complaint and compulsorily counter signed by the Indian Chief Scientist for later verification / adjustments.

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

#### **CLAUSE 42:**

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

#### **CLAUSE 43:**

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

The Charterers have an option to furnish the Vessel with other equipment to be required for performing of the Voyage, provided they are to be fully responsible for the installation, tuning, maintenance and removing of such equipment. All said equipment to be fully certified and approved by a well-known classification society, where appropriate.

All said equipment shall not affect the safety of navigation, safety of lives and health of the personnel on-board. In case of any technical breakdown of such equipment, the Charterers have to arrange repair at their own account. On completion of utilisation of the installed equipment the Charterers have to arrange full removal of such equipment at their cost and time. The Vessel's crew to give all assistance to the Charterer's personnel in installation / fixing and dismantling of the Charterer's equipment.

**CLAUSE 44:**

On board the vessel only, the pantry to be open for the Charterer's personnel round-the-clock, due to nature of their work. For Indian style food, the Owners providing the necessary facilities for all cooking arrangements and preparations. The Owners to arrange one Indian style cook and one assistant cook and one steward exclusively for attending to the Charterer's personnel's work / accommodation etc. at the Owner's cost on their payroll.

**CLAUSE 45:**

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

**CLAUSE 46:**

Subject to Clause 37 above, the Charterer's Representative on-board will have free access on-board the vessel only, to the communications systems of the Vessel and will have the liberty to send messages or data to any party or parties.

The Radio Room will be available for the Charterer's personnel round- the-clock due to the nature of their work but operations of equipment only by the Ship's Personnel (or by the Charterer's designated person, if so, allowed by the Master).

**CLAUSE 47:**

The Charterers will have the liberty of installing their communications / data transmitting systems or any other equipment's, if need be on board on the vessel only. The equipment will remain the property of the Charterers who will be entitled to remove the same on the Vessel's re-delivery.

**CLAUSE 49:**

Charterers to deduct the value of bunkers expected to be onboard on redelivery at the latest rates at which the Charterers procured MGO/MDO/IFO from the payment of last charter hire, demobilization charges and any other payment due to owners.

**CLAUSE 50:**

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

**CLAUSE 51:**

If the Owners fail to deliver the vessel duly fitted and modified as per this Charter Party, they shall be liable to repay all advances paid by Charterers to Owners, return all the equipment placed or installed onboard the vessel by Charterers PLUS 7% from the time of payment of charges but not more than 45 days, if any, paid by the Charterer to the Owner. Any cost of transporting the equipment to the place nominated by the Charterers to be on Owners account and all other expenses that Charterers may deem fit to claim.

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

**CLAUSE 52:**

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

NATIONAL CENTRE FOR POLAR AND OCEAN RESEARCH,  
MINISTRY OF EARTH SCIENCES, Government of India,  
Headland Sada, Vasco-Da- Gama, Goa 403804 Tel: +91-832-2525570  
Fax : +91-832-2520877 Email: john@ncpor.res.in

**CLAUSE 53:**

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

**CLAUSE 54:**

The Charterer shall not be liable for loss of life nor personal injury nor arrest or seizure or loss or damage to the Vessel, her equipment or other objects arising from perils, accidents or working on-board, unless otherwise specified in the terms of this Charter Party. Should the vessel be arrested by the admiralty courts for any default on part of the Owners, the Charter cease from the date of such occurrence and Owners will be liable to pay for the following:

- i. Repatriation by AIR of charterer's personnel.

- ii. Bunkers consumed during the period.
- iii. Payment of port dues, berth hire and any other charges, as applicable.

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

**CLAUSE 55:**

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

**CLAUSE 56:**

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

**CLAUSE 57:**

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

**CLAUSE 58:**

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

**CLAUSE 59:**

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

**CLAUSE 60:**

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

**CLAUSE 61:**

The Owners will have on-board the vessel Satellite communications / Satellite Navigation Equipment, with the cost of equipment, insurance and installation on the Owner's account.

**CLAUSE 62: Charter Hire**

The Charterers to pay as hire **in quoted currency** \_\_\_\_\_ per day, all inclusive of any overtime of the vessel's Officers and Crew and the cost of lubricants, pro rata one minute for part of the day. The charter hire as above is payable commencing in accordance with date of delivery until the Vessel's re-delivery to the Owners.

Payment of charter hire to be transferred to:

**OWNERS' BANK ACCOUNT DETAILS**

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

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

To offset office and Banker's errors and delays, when effecting hire payments the Owners to give Charterers 15 (Fifteen) days written notice addressed to The Director, National Centre for Polar and Ocean Research (Ministry of Earth Sciences), Headland Sada, Vasco-Da-Gama Goa 403804, India exclusive of Sundays and holidays.

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

**CLAUSE 63:**

The Vessel to provide suitable and adequate communication and navigational facilities for the ship's operations. These include suitable VHF/HF as per the Charterer's specifications / frequencies, provided these frequencies are within the frequencies standard on international merchant vessels, satellite communications, GMDSS, etc. for communications purposes and Radar, Gyro Compass, Echo Sounder, weather Facsimile and other requisite equipment for navigation of the Vessel in Indian Ocean region with all the essential communication facilities for voice, data, fax and telex facilities.

**CLAUSE 64:**

- (A) The vessel to provide a public address system in mess room, lounge, deck and common areas.
- (B) The Owner will provide for costs inclusive into the Charter hire supply of sufficient drinking water in adequate quantity in Disposal drinking water bottles to be



provided in sufficient (Average 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 in Port Louis, the Vessel to be provided with aluminum ladders.

**CLAUSE 65:**

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

**CLAUSE 66:**

The cargo to be delivered by the Charterers to the Owners free alongside the Vessel, if any. The stevedoring costs, including charges /wharfage / quay dues etc. for the cargo / equipment of the Charterers to be for the Charterer's account. Such cargo to be carried on or under deck within IMO Regulations as decided by the Master and to be insured by the Charterers. In other words, the Owner will be carrying the Charterer's cargo / equipment with cost inclusive into the Charter hire only.

**CLAUSE 67:**

The Owner confirms that English speaking and understanding officers and crew will be on-board the vessel and also that the operating instructions / manuals will also be available in English onboard.

**CLAUSE 68:**

In the event of unforeseen detention of the Vessel in operational areas or anywhere in the deployment area specified by the Charterers or as a result of any unforeseen delays in the event of any accident, damage or disaster, resulting in dry docking or repairs necessary to maintain the efficiency of the vessel during the charter period, if the Charterers so require, the Owner to agree to re-deliver the Charterer's cargo / equipment at NCPOR, Goa including samples belonging to the Charterers acquired during the expedition voyage within 30 (thirty) days from the time the Charterers so notify the Owners.

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

**CLAUSE 69:**

The Owner to provide 20 (twenty) days prior to the delivery of the performing vessel, a certificate from the classification society, which should be authenticated by the State whose flag the vessel sails under that the performing vessel would meet all safety regulations in respect lifesaving appliances, firefighting appliances, for a vessel specifying carriage of 15 (Fifteen) of charterers' personnel, besides the vessels' officers and crew.

**CLAUSE 70:**

The Vessel \_\_\_\_\_ is fixed for 150  $\pm$ 30 days (and for subsequent stipulated extendable periods) should Charterers exercise their option(s) for the scientific operations subject to the Vessel not being lost through an act of God or otherwise.

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

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

Owners to provide Charterers a delivery cum performance guarantee for an amount of 5 % of contract value of one time charter period i.e. 150  $\pm$ 30 days. The contract value to be taken as Mobilization & De-Mobilization Charges + Day hire charges for 150days + any other charges, excluding victualling charges. The validity of same should be 45 days beyond time charter period, as applicable.

If the Charterers exercise option for extendable charter for 60  $\pm$  30 days after completion of the running charter period on same terms and conditions and further if charterers exercise option for time charter for the second extension period (One at a time) the ship owner/ contractor shall extend the validity of Performance Bank Guarantee for the succeeding season(s) or shall submit a fresh performance bank guarantee 30 days before the expiry of the performance bank guarantee of the concluding charter period.

**CLAUSE 72:**

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

**CLAUSE 73:**

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

**CLAUSE 74:**

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

**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.150days)**

**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)	

**Option 1: EXPEDITION ex- Port Louis, Mauritius**

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

**Option 2: EXPEDITION ex- Goa, India**

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

**IMPORTANT:**

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

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

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

- 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 Owners to supply sufficient number of video films on board the vessel and the Charterers to assist to acquire Hindi/English films on Owner's account.
- 13) The Indian stewards for Charterers to keep the individual cabins, mess rooms, recreation rooms, in the super structure deck including the bath rooms, water closets, clean. The Owners doing routine cleaning and maintenance of the common areas such as Sauna, Toilets, Public Places and alleyways etc. with the Charterers cooperating in keeping these places as clean as possible.

- 14) Food; the Owners to arrange and supply Chicken 35% , Fish/ Seafood 35%, Goat Meat 30% approx. or as advised by Charterers. Vegetables, soups and fruits of different varieties, yoghurt, Indian pickles and teas of different varieties.
- 15) (a) The Charterers prefer Charterers' personnel to be berthed with not more than 2 in a cabin including 2 single cabins.
- (b) The food served onboard should be fresh, varied and sufficient and must be planned keeping in mind Indian Style and taste. It is further understood that because of the trade it is impossible to replenish fruits & vegetables and deep frozen to be served.
- List of food items to be mutually inspected by the Charterers and Owners as regards to quality and quantity which can be done on the Vessel's arrival at port.
- (c) The Owners to supply sufficient fresh water for the Charterers throughout the Charter period.
- (d) The Ship to have waste treatment plant(s) to be operated in international waters as per the applicable rules & regulations requirements, if any.
- 16) The vessel is constructed with air-conditioning and it is the Master's discretion to regulate temperature to achieve the best possible comfort for all onboard keeping in view inside and outside temperatures.
- 17) Regarding the waste disposal facility on board, the Owners have an incinerator onboard.
- 18) The Vessel will be able to take up welding jobs those may be necessary for securing/anchoring the cargo and other installations such as winch etc. those may be need for the Charterer's personnel for scientific operational purposes.
- 19) Owners confirm that:
- a) Air-conditioning in the Charterer's accommodation spaces is functioning properly.
- b) The water distillation system on board the vessel has been maintained and is in good working condition.
- c) The vacuum system for toilets/drainage is functioning properly.
- d) The Vessel will provide proper communication facilities and linkage for telephone/fax/telex/e-mail/data.
- e) Routine communications to be free of cost and Prices for other communications will be as per actual, if any.
- 20) The Owners to provide suitable safety railings/nets on main working decks to avoid danger to personnel falling overboard, if necessary.
- 21) The Charterers will bear port related charges, starting from the date and time of delivery up to the date and time of re-delivery of the Vessels. The Charterer's liability will be proportionate on lump-sum and one-time levies stretching beyond this period.
- 22) Also -

- i. All rooms to have effective air-conditioning and heating.
- ii. Owners to provide good quality furnishings in the Cabins including quilts/blankets/ pillow/ bed sheets/ bed covers towels/ tissue papers etc.
- iii. Owners to provide good quality and adequate crockery and cutlery in the dining hall.
- iv. Owners to ensure trouble free and smooth operation of evacuation system of toilets.

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

24) Also:

- i. Firefighting appliances :  
The Vessel will have firefighting appliances for all persons onboard in accordance with the \_\_\_\_\_ of Shipping, the Classification Society of the vessel, for the voyages.
- ii. Life Saving appliances:  
The Vessel will have lifesaving appliances for all persons to be carried onboard in accordance with the \_\_\_\_\_ of Shipping, the Classification Society of the Vessel for the voyages.

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#### 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

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