

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

The Centre for Marine Living Resources and Ecology is an attached office of the Ministry of Earth Sciences that conducts research on biodiversity exploration from marine environments. As part of one of the research program- Deep Ocean Mission, the institute is exploring marine organisms from seamounts in the northern Indian Ocean that are both within and outside of the Indian EEZ. To carry out the proposed research work under the Mission, the Institute proposes to hire a sea-going vessel capable of surveying and sampling water, sediments, and biological specimens using appropriate sampling gear equipped with remotely operated underwater vehicles from shallow to 4500 m depths. Seamount surveys will take place in the Arabian Sea, the Andaman Sea, Bay of Bengal and adjacent international waters.

During the contract period, the proposed vessel will operate from Kochi port as its base port. CMLRE will organize the cruises, including the sailing plan. The chosen vessel is expected to have enough crew (including pilot, if any) for scientific operations such as ROV operations, CTD deployment, multi-beam surveys, and biological specimen collection and storage. The cruise will last approximately 27 days. The cruises will be scheduled once a month, with a three-day gap between them.

Sealed tenders are invited in a "Two Bid System" (Cover-I: Technical Bid and Cover-II: Financial Bid) for the time charter of one sea-going vessel and a deep sea ROV rated for operation up to 4500 m for biodiversity exploration for a period of 90±10 days at the CHARTERERS option between **September and December 2023**. It is likely that the survey may extend few days depending on the progress & weather conditions.

The chartering is inclusive of following:

- Fuel, lube oils & other oils
- Victualling for the scientists
- P&I Insurance cover for Participants
- Agency expenses for sign-ON/OFF
- Entry/Exit to Ship or any other port related expenses

Any other approvals from the Govt./Flag/Concerned Shipping Authority are the liability of the Charteree. However, CMLRE will facilitate the process by providing documents as deemed necessary.

## 2823/2023/DOM Section

1.	Tender No.	*****
2.	Description	<p>Time charter of one seagoing vessel (Survey vessel/OSV/MPSV/DSV) capable of surveying with a ROV up to 4500 m depth and collecting bathymetry data, water, sediment, and biological specimens with an operating crew.</p> <p>The vessel should be sea-worthy in all respects, suitably equipped with all the necessary scientific facilities/utilities for the proposed operations/work and sufficiently experienced crew and technical personnel for operations and maintenance during the voyage in Indian EEZ &amp; adjacent international waters.</p>
3.	Charter Period	For a period of 90 +/- 10 days commencing from September 2023 from Cochin Port. For the option of extending the charter for subsequent season, the decision will be taken mutually at the same rate and terms & conditions after completion of this charter period.
4.	Delivery (Laycan) Period	Between Mid-August – September 2023.
5.	Port of Delivery & Port of Re-delivery	<p>Alongside berth at Kochi Port, India</p> <p>[Port of delivery/Redelivery may change depending on weather &amp; logistics convenience] *</p>

6.	Endurance	Minimum 30 days.
7.	Area of operation	Arabian Sea, the Andaman Sea, Bay of Bengal and adjacent international waters.
8.	Last date and time & place for submitting tender	10 <sup>th</sup> April 2023, 17:00 hours IST at CMLRE, Kochi.
9.	Date and time of opening of bids	<p>a) Technical Bid</p> <p>b) Financial bid (for Technically qualified bidders)</p> <p>14<sup>th</sup> April 2023, 09:30 hours IST</p> <p>Shall be informed to the successful bidder.</p>

10.	Bid Bond/EMD from Scheduled Bank in India or Foreign Bank having branch in India	INR 87,50,000/- (DD/FD/BG as per GFR 170pg 49 etc) OR US \$ ~ 107300 in form of Bank Guarantee as per tender 2.5% of the total contract value as per GFR.
11.	Bid validity	90 days from the last date of submission of bid.
12.	Bid Bond validity	150 days from the last date of submission of bid.
13.	Delivery cum Performance Bank Guarantee (PBG) by the successful bidder only from Scheduled Bank in India or Foreign Bank having branch in India	<p>a. Amount- 3% of the contract value of one time charter season. The contract value to be taken as Mobilization and De-Mobilization Charges + Day hire charges x 90 days + any other charges, including victualling and communication charges.</p> <p>b. PBG should be submitted by the successful bidder within 30 days of letter of intent.</p> <p>c. PBG validity should be 60 days beyond contract completion date</p> <p>d. If it is mutually agreed to exercise option for extending time charter for subsequent period, the ship OWNER/contractor shall submit a fresh performance bank guarantee 30 days before the expiry of the performance bank guarantee of the concluding season</p>
14.	Correspondence Address	<p>The Director, Centre for Marine Living Resources and Ecology, Atal Bhavan, LNG Road, Puthuvype, Ochanthuruth P.O., Cochin- 682 508</p> <p>email id: <a href="mailto:director@cmlre.gov.in">director@cmlre.gov.in</a>, <a href="mailto:noronha@cmlre.gov.in">noronha@cmlre.gov.in</a> Phone: 0484-2944001/2/3 Fax: 0484-2944006</p>

**2823/2023/DOM Section**

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

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

**Director**

Centre for Marine Living Resources and Ecology

**SPECIFICATIONS, CRITERIA, TERMS & CONDITIONS, MODEL CHARTER PARTY AND OPERATIONAL REQUIREMENT FOR SEA-GOING VESSEL CAPABLE FOR SEAMOUNT SURVEYS USING REMOTLEY OPERATED UNDERWATER VEHICLE IN THE INDIAN SEAS AND ADJOINING INTERNATIONAL WATERS FOR A PERIOD OF**

**(90±10days, BETWEEN SEPTEMBER AND DECEMBER 2023 and with option for chartering during 2024-25)**

**LIST OF ANNEXURES**

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<b>III</b>	<b>Document/Acceptance/Undertaking For Compliance of Techno-Commercial Bid Evaluation Criteria</b>	
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**ANNEXURE-I**

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

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

**4.1 Technical bid** should contain following

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

**4.2 Financial Bid** should contain following

- 4.2.1 Duly filled in (Typewritten or printed in ink and also indicating currency of quote whether Indian Rupees, USD or EUROS) FINANCIAL BID FORMAT Annexure-IV with authorized signatures and stamp strictly as per format without any alterations or inserting any conditions.
- 4.2.2 Payment to foreign vendors would be made in quoted currency as per tender. However, in case of any sanctions on any specific currency transactions by any country or by UN/EU/OFAC etc. which may cause delay / blockage / rejection etc., a suitable alternate currency as mutually agreed will be used for the fund transactions. The bidders may consider such sanctions while submitting the bid.

5. Ensure that your bid be submitted before last date and time for submitting tender. The bids received after the closing date and time of the tender will not be considered.
6. Ensure that each page of the tender document is signed by the Bidder and be submitted in original to this office along with the bid.
7. The complete bid including the prices must be type written or printed in Ink. Bids written in pencil will be rejected.
8. Currency of quote in Indian Rupees for Indian Bidders OR in case of foreign bidders in USD or EUROS only should be indicated on the quoted financial bid format (**Annexure- VIII**) else the quotation will be rejected. Currency once quoted will not be allowed to change. The Contract Agreement shall be entered in the currency of quote.
9. 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 **CMLRE** during the validity period or during any extension of the validity period duly agreed by the Bidder or after issue of Letter of Intent (LOI) by the **CMLRE**.
  - c) If a bidder whose tender has been accepted fails to accept the LO Issued by **CMLRE** during the bid validity period.
  - d) If a bidder whose tender has been accepted fails to furnish Delivery cum Performance Bank Guarantee within time limit as stipulated in this tender.
  - e) If a bidder fails to honor any of his offers in the bid and any condition of the tender.
10. Bid Bond of unsuccessful bidders will be returned after finalization of the tender. Bid Bond of successful bidder will be returned on receipt of Delivery cum Performance Bank Guarantee.
11. In case, clarifications if any, are sought by **CMLRE** after opening of tenders, the reply of the bidder should be restricted only to the clarifications sought.
12. Offer(s) to be dropped in box to be placed in **CMLRE** or maybe sent by post or courier. However, **CMLRE** will not be responsible for delay, loss or non-receipt of application or Tender Document sent by post/courier and will not entertain any correspondence in this regard. Tenders by Fax/E-mail will not be accepted.
13. **CMLRE** reserves the right to reject any or all Tenders without assigning any reasons thereof.
14. In case the bidder is not the OWNER of the vessel and agents or authorized representative are bidding, the bidder should provide a letter from OWNERS authorizing them to bid on their behalf.

15. The model charter party agreement (Annexure-X) clauses shall form and part of this tender document.
16. The BG for Bid Bond or EMD & BG for Delivery cum Performance Bank Guarantee (BG) should be provided from Scheduled Bank in India or Foreign Bank having branch in India. Bank Guarantee (BG) shall be issued by the issuing bank to the swift account of the CHARTERER (CMLRE) in CHARTERERS bank as per the details below and swift message copy to this effect to be provided to CMLRE in time. All BG charges including the BG handling charges at CHARTERERS bank **State Bank of India, Ernakulam** shall be paid by issuing bank.

Table: A

	<b>Name of the Beneficiary</b>	<b>Accounts Officer</b> <b>Centre for Marine Living Resources and Ecology, Kochi</b>  <b>Payable at Ernakulam</b> <b>Account No. 304153551659</b> <b>Bank State Bank of India</b> <b>IFSC CODE SBIN0009485</b> <b>Branch CEPZ BRANCH, Kakkanad</b>
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Indian banks at their option may issue original BG on stamp paper in place of SWIFT option.

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

17.1 EMD transferred SWIFT code message and while transferring narration should be SOSHPEMD.....(Bidder name)

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



17.3 Transaction / bank charges should be added to the EMD amount before remittance, Final receipt at CMLRE 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 against the tender No....., all the bank charges and loss in foreign exchange during the time of crediting the amount to CMLRE account as well as while refunding the amount by CMLRE to beneficiary account in foreign currency will be borne by bidder. Accordingly, I/We accept that CMLRE 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 CMLRE Bank account to transfer the EMD in currency is given in Table (A)

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

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

18. If any bidder prefers to deposit the EMD / Performance bond amount directly in the CMLRE's bank, the details of bank account are given in Table A. It may be noted that CMLRE 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. A).

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

## PAYMENT TERMS AS FOLLOWS [Table1]

Sl. No	Number of Installment	Payment details
01	First	50% of the total mobilization and demobilization charges shall be paid within <b>15 working days</b> of delivery of vessel to CHARTERERS at a berth in Kochi, India and submission Of invoice in original in order.
02	Second	OWNER will submit proforma in voice immediately on delivery of the vessel in order for an amount Equivalent to <b>30 days of Charter hire charges</b> the invoice shall be raised as per day rate indicated in contract and the payment will be made for the same within 10 days after completion of 30 days of charter.
03	Third	OWNER will submit proforma invoice in order for an amount equivalent to 30 days of Charter hire charges on pro-rata one minute basis on 31 <sup>st</sup> day. Payment will be made within 10 working days after completion of 60 days of charter.
04	Fourth	OWNER will submit proforma invoice in order for an amount equivalent to 30 days of Charter hire charges on pro-rata one minute basis on 61 <sup>st</sup> day. Payment will be made within next 10 working days after completion of 90 days of charter.
05	Fifth	OWNER will submit proforma invoice in order for an amount equivalent to extended days of Charter hire charges on pro-rata one minute basis on the last day of charter. Payment will be made within next 15 working days after completion of the extended no of charter days.
06	Six	Remaining 50% of the total mobilization and demobilization charges shall be paid within <b>15 working days</b> after redelivery of vessel to owners at a berth in <b>Kochi, India</b> and submission of invoice in original in order.

- a. **Victualling charges:** Victualling charges shall be paid monthly within 15 working days of submission of original invoice in order along with supporting documents duly authenticate by Master of Vessel and Chief Scientist/ CHARTERERS representative.
- b. Bunkering, supply of provisions including fresh water should be planned in order to complete them within 3 days period available between cruises while ensuring that it doesn't affect the sailing programme. Owner/bidder may appoint an Indian agent to co-ordinate between the charterer for obtaining necessary clearance for operating the vessel in Indian EEZ and adjacent international waters, clearance of men and materials at base port/any other port in India etc.,

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

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

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

## ANNEXURE-II

### TECHNICAL BID EVALUATION CRITERIA

TECHNICAL CRITERIA for the vessel

#### 1. CLASS OF THE VESSEL

The vessel should be sea- worthy in all respects, suitably equipped with all the necessary facilities/utilities for voyage and capable of position keeping using DP system for smooth & efficient deployment & recovery of ROV. Adequate documents to substantiate this clause should be attached as **Appendix I** of bid.

#### 2. CHARTER PERIOD

The Charter period for a period of 90±10 days for season between September to December 2023.

#### 3. SEA WORTHINESS OF THE VESSEL

**DP vessel with ROV capability** for a period of 90±10days should be sea-worthy in all respects and suitably equipped with all the necessary facilities/ utilities for voyage and operations. All the statutory certified certificates, including but not limited to the requirement of the Class & regulating authority in India should be closed (English language/ Translated to English language duly certified).

Adequate documents to substantiate this clause should be attached as Appendix III of bid.

#### 4. ENDURANCE

Vessel capable of independent navigation in Indian waters should have an endurance of minimum thirty days. The offered vessel should have sufficient bunkering facility to store fuels for its own consumption for a minimum period of thirty days. Adequate documents to substantiate this clause should be enclosed as Appendix IV of bid.

## 5. ACCOMODATIONS AND ACCESS TO OTHER AREAS

The offered vessel should have fully air-conditioned accommodation for at least 10 scientists with W/C and bath facility, besides the requirement of vessel crew and officers. There should be adequate bath and toilet facilities for charter personnel. Each cabin should have a working table, chairs and sufficient space for members to keep their belongings and their daily utility items. Each cabin should also have electrical points to operate electrical gadgets (running of 220 volts; sufficient no. of Indian style adaptors; minimum 30 nos). All above facilities should be made available before delivery of the vessel.

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

## 6. EQUIPMENTS AND LAB FACILITIES

- A. The offered vessel should have sufficient open deck space onboard with adequate space for operating the scientific equipment & ROV for oceanographic research. Adequate documents to substantiate and indicating the space offered to fulfill this clause should be enclosed as Appendix VII of bid.

**Requirement of equipment onboard:** The offered vessel should have following essential scientific equipment in operational state/condition with minimum four technical staff for its operation and maintenance. Dedicated ROV operation crew shall be available onboard.

## TECHNICAL REQUIREMENTS (provided by the OWNER) [Table2]

### I. Essential requirements

#### 1. ROV and its associated facilities

Sea State	Deployment and recovery in Sea State-4.
Operating Depth.	Should be capable of operating at depths not less than 4000 m from the mother ship.
Manoeuvrability.	Control of ROV in all planes (forward, reverse, sideways, up & down) in current up to 3 knots.
Video Camera.	Colour video camera capable of full tilt/pan as appropriate to the design and for identification of contacts. Video quality should be 4 K resolution.
Stereo Underwater Camera	Image Size: 16 MP – 5440 x 3056 or better Lens Aperture: F2.0 – F3.8 or better Sensitivity: 1.2 lux (JD low Lux (Visibility in low light conditions). Video Standard Full HD and 4 K UHD.

	<p>Frame rate 120 fps.</p> <p>Lens type 20x optical.</p> <p>Storage of video: storage for up to 4 hours of operation in 4k resolution.</p>
Flood lights	2 x 500 W LED lights (10 x 8500 lm) or better
Robotic arms/Manipulators	<p>Provision of two manipulator arms along with associated tooling to undertake underwater operations for biological sampling/operations.</p> <p>Reach – Horizontal and vertical – Minimum 60 inch</p> <p>Lift capacity Minimum 100 kg.</p> <p>6 plus gripper – other appropriate device.</p>
Sample storage	Sufficient sample storage in the ROV for storing up to 100 specimens
Water Sampling	Provision for water sampling up to 10 different samples without contamination
Transmission of video to mother ship	Real time video transmission to the mother ship.
Identification Sonar.	Sonar should be capable of target recognition.
Search Sonar.	Capable of identifying small contacts (approx. 50 cm) at approximately 100m.
Sensors/payload.	<p>(i) Compass, depth meter</p> <p>(ii) Acoustic camera for investigation of contact in poor/nil visibility conditions [desirable].</p> <p>(iii) Provision of two manipulator arms along with associated tooling to undertake underwater operations for biological sampling/operations.</p> <p>(iv) 100 liter capacity for water and biological sample storage.</p>
(l) Vehicle Link.	<p>The control system/umbilical shall provide for following functions from the control console:</p> <p>(i) ROV control</p> <p>(ii) ROV diagnostics</p> <p>(iii) Manipulator control</p> <p>(iv) Capability to handle at least 5 video signals from payloads like video camera, acoustic camera [<b>desirable</b>]</p>
(m) Control Console.	<p>(i) Self-contained and standalone console to control the ROV. The operator shall be able to control all sensors, accessories and system function from this console.</p> <p>(ii) The control console container shall be provided with an environmental control unit that shall maintain temp in 22-45 deg C range with 40-70% RH.</p>
(n) Video Recorder.	<p>System should be equipped with a digital video recorder for recording 3 channels simultaneously.</p> <p>Online transmission &amp; recording option should be available.</p>
(o) Launch and Recovery Arrangement.	(i) Suitable arrangement for launching and retrieving of ROV should be provided.

[In-built compensator mandatory]	Heave is	(ii) The LARS system should be of compact design. (iii) Transportable in standard container
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## 2. Other major facilities

Sl. No	Requirement	Specification Details	Remarks
<b>A. Cranes, Winches, A-Frame, etc.</b>			
01	Winches	<p>A deep-sea winch with rope (5000 m, typically 14-18mm diameter cable, with minimum capacity of 5T load. The winch should be capable for operating 6m gravity corer to collect sediment core samples</p> <ul style="list-style-type: none"> <li>• Display unit to display the cable length (meter wheel) payed out during operation and load on winch, cable guider</li> <li>• A conductor cable (CTD) winch with adequate cable (8mm) for required depth of operation.</li> </ul>	<p>Adequate documents illustrating the deployment of the CTD and gravity corer instruments should be enclosed as Appendix VI of bid. The evaluation will be done based on the suitability of available handling machinery.</p>
02	A-Frame/LARS [Launching & Recovery System]	<ul style="list-style-type: none"> <li>• Suitable A-Frame in aft/LARS with adequate SWL to handle ROV launching &amp; recovery operations.</li> </ul>	<p>The evaluation will be done based on the suitability of available handling machinery.</p>
03	Hydraulic Telescopic crane	<ul style="list-style-type: none"> <li>• Crane with adequate capacity.</li> </ul>	<p>The evaluation will be done based on the suitability of available handling machinery.</p>
04	CTD (Conductivity, Temperature and Depth) measurement and collection of water sample	<ul style="list-style-type: none"> <li>• CTD (system with auxiliary sensors like Chlorophyll, Dissolved oxygen, PAR, Transmissometer, Altimeter) comprising with conductor cable with deck unit: Rosette underwater unit with capacity for 12/24 nos. Niskin bottles (water samplers of 10/5lit capacity each).</li> </ul>	<p>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</p>

		<ul style="list-style-type: none"> <li>• Data logging and processing system.</li> <li>• An extra cable of the same length and all essential spares for the winches should be available on-board Adequate space for CTD operation and collection of sea water samples</li> </ul>	
<b>05</b>	Automatic Weather Station (AWS) for Continuous measuring of weather conditions (Air temperature, Solar radiation wind speed, wind direction, humidity and atmospheric pressure)	<ul style="list-style-type: none"> <li>• Data logger/control station should be fixed in Atmospheric Lab</li> <li>• Preferable range and accuracies (Air temperature (range: 20- 50°C, Accuracy <math>\pm 0.2</math> °C); Radiation (Range: 200-1200 W/m<sup>2</sup>); Wind speed (Range: 0 to 60 m/s, Accuracy <math>\pm 0.5</math> m/s); Wind direction (Range: 0 to 359.9°) Humidity (Range: 0 to 100%, <math>\pm 0.5\%</math> RH); Atmospheric pressure (Range 300 to 1200 h Pa)</li> <li>• At least one technical, skilled crew member is responsible for AWS operation and maintenance.</li> </ul>	Owner should Provide the necessary calibration certificates and manuals as per the OEM specification of the AWS to the charterer before the delivery of the vessel.
<b>06</b>	Echo-sounder	<ul style="list-style-type: none"> <li>• Facilities for full ocean depth</li> </ul>	Owner should Provide the necessary documents/ manuals of the Echo sounders as per the OEM specification to the charterer before the delivery of the vessel. Supporting documents need to be submitted before the delivery of the vessel.
<b>07</b>	Mili Q for ultra-pure 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) (18.2m ohm cm at 25°C, &lt;1 ppb</li> <li>• TOC and no particles &gt; 0.22 <math>\mu</math>m</li> <li>• With POD dispenser and storage tank</li> </ul>	If the unit is not available onboard, the owner should provide a minimum of 1000 liters of Mili Q water. Adequate space should be provided for Mili Q water unit in wet lab for reagent preparation and cleaning of equipment

			and glass wares. Supporting documents/ manuals as per the OEM specification to be submitted before the delivery of the vessel
<b>08</b>	Deep Freezers	<ul style="list-style-type: none"> <li>• Vertical cold storage for water samples (capacity ~ 1000 liters x 1 each) at various temperature (4°C, -20°C, - 40°C/-80°C) in Wet lab.</li> <li>• Four refrigerators ~300liters each in Dry Lab.</li> <li>• Two Chest freezers of ~500 liters (-20°C) and (-40°C / - 80°C) in laboratory in Dry Lab</li> </ul>	
<b>09</b>	Small motorized boat [GEMINI]	<ul style="list-style-type: none"> <li>• Provide a small motorized boat (4 people capacity) and the facility to lower the boat while deploying the glider and other required observations in the sea-ice regions</li> </ul>	Supporting documents of the safety and the working condition of the boat to be submitted before the delivery of the vessel



10	Technical crew member along with minimum four walkie talkie for the scientific instrument operations.	<ul style="list-style-type: none"> <li>Well experienced four ship technical personnel for uninterrupted operation (24×7) of the charterer's scientific instruments (CTD, MPN, Gravity corer (with core liners min of 20 nos.), Bongo Net etc.) for assembly, deployment and retrieval, including winch/ A frame/ Jib boom/crane/deck operations</li> <li>Scientific crew/team working on deck should be provided with Safety working Vests and helmets</li> </ul>	
<b>B. Lab and Deck Space requirements</b>			
01	Open Deck Space	<ul style="list-style-type: none"> <li>Open deck space suitable for coring and sample collection (total minimum area-approx.100sq m)</li> </ul>	The evaluation will be done based on the suitability of available open deck space.
02	Wet Lab for filtration of seawater, physical, chemical and biological analysis	<ul style="list-style-type: none"> <li>Lab space not less than 14 sq m (2 nos)</li> <li>Air conditioned and temperature controlled</li> <li>Seawater and fresh water supply with facility of wash basin (2 nos.)</li> </ul>	The evaluation will be done based on the suitability of available lab space
03	Dry Lab For various chemical and biological experiments	<ul style="list-style-type: none"> <li>Lab space approx. approx14 sq m.</li> <li>Facility to secure/tightening the instruments glass wares during rough condition of sea.</li> <li>Air conditioned and temperature controlled</li> </ul>	The evaluation will be done based on the suitability of available lab space.
04	Computer Room with Multi-functional device (printer, scanner, and photocopy)	<ul style="list-style-type: none"> <li>Approx. 9 sqm (1 no)</li> </ul>	The evaluation will be done based on the suitability of Available lab space.
05	Meeting/ Conference/ Common Room with	<ul style="list-style-type: none"> <li>Adequate space for 8 people to meet &amp; discuss.</li> </ul>	The evaluation will Be done based on the

	internet, LCD /LED Display with audio system		suitability of the space identified.
06	Accommodation Cabins with wash rooms attached	<ul style="list-style-type: none"> <li>All cabins should be with air-conditioning as per the weather conditions.</li> </ul>	The evaluation will Be done based on the suitability of the space identified.
<p><b>NB:</b> (i) Adequate documents to substantiate the availability of the instruments, technical persons and indicating the lab space offered to fulfill this clause should be enclosed as Appendix VII of bid.</p> <p>(ii) Sufficient Power Point should be provided (5amp,15 amp and Indian adaptor) with 220-volt supply to all the laboratories, conference/ meeting room and all the charterers accommodation</p> <p><b>II. Optional requirement of the instruments: Millipore unit, CORER, CTD and Rosette may be brought in to optional requirements</b></p>			
01	Multi-Plankton Net (MPN)	<p>MPN with 5 net bags, Mouth opening: 0.25 m<sup>2</sup>, Mesh size: 200 μm, spares, Hydro bios system with Depth and Flow meter, comprising of:</p> <ul style="list-style-type: none"> <li>Conductor Cable for its operation</li> <li>Deck unit for MPN</li> <li>Different plankton net sizes (200-μm-10nos and 100- μm-10nos)</li> <li>All essential spares including nets for the MPN</li> </ul> <p>Maybe available on board.</p>	<p>The same CTD cable can be used for the operation of the MPN</p> <p>All documents/manuals as per the OEM specification may be submitted</p>
02	Bongo Net	<ul style="list-style-type: none"> <li>Double ring net for horizontal mouth opening: 60 cm or 50 cm, Mesh size: 200 μm, Flow meter, spare for bongo net including buckets.</li> <li>Operation required through winch/A frame (Horizontal towing)</li> </ul>	All documents/manuals as per the OEM specification maybe submitted

## 7. COMMUNICATION AND NAVIGATIONAL FACILITIES

The vessel should have adequate communication and navigational equipment on-board for ship operations. These include HF, VHF and satellite communication equipment. The satellite communication systems (E mail, Internet and Wi-Fi) should be made available for the charterer for the entire charter period within the charter hire charges. 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 adequate number of sounding lead systems and Radar systems.**

#### 8. THRUSTERS

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

#### OTHER REQUIREMENTS

The offered vessel should have following facilities for CHARTERERS personnel:

- a. **The proper medical facilities along with a Doctor to meet the medical needs.**
- b. Proper kitchen with adequate number of gadgets and crockery, Indian cook to serve Indian food, dining hall to accommodate at least 20 persons at a time and sufficient number of washing machines
- c. Adequate life boats, both at port and star-board sides, sufficient enough to rescue the CHARTERERS personnel and crew in any unforeseen eventuality.
- d. Adequate recreation and conferencing facilities such as TV, Audio, and few in-door games.
- e. A single room set with attached bath and toilet facilities for the use of expedition leader with PC/Printer, refrigerator etc.
- f. An office room equipped with PC, printer, photocopier and internet facility.
- g. Adequate fresh water facilities for bath.
- h. Packaged drinking water for consumption by expedition members (avg. 4 lit/person/day).

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

## ANNEXURE-III

(TO BE SUBMITTED WITH TECHNICAL BID )

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

<b><u>DOCUMENT/ACCEPTANCE/UNDERTAKING FOR COMPLIANCE OF TECHNO-COMMERCIAL BID EVALUATION CRITERIA</u></b>			
<b>S. No</b>	<b>Specification/Description (Pl refer Annexure II for details of Sl nos. 1 to 10 below)</b>	<b>Compliance (Strikeout which is not applicable)</b>	<b>Supporting document for complied criteria to be closed 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 of the vessel	Complied/not complied	Appendix-III
4	Endurance	Complied/not complied	Appendix-IV
5	Accommodation	Complied/not complied	Appendix-V
6	Cranes & Winches	Complied/not complied	Appendix-VI
7	Equipment and Lab facilities	Complied/not complied	Appendix-VII
8	Communication and Navigational facilities	Complied/not complied	Appendix-VIII
9	Thrusters	Complied/not complied	Appendix-IX
10	Other Requirements	Complied/not complied	Appendix-X
11	Submission of bids in “Two Bid System”. (Cover-I: Technical Bid And Cover-II: Financial Bid)	Complied/not complied	Appendix-XI

## 2823/2023/DOM Section

12	Submission of Bid Bond INR 87,50,000/- (DD/FD/BG as per GFR 170 pg 49 etc) OR US \$ ~ 107300 in form of Bank Guarantee as per tender	Complied/not complied	Appendix-XII
13	Unconditional validity of bid for 60days from the last date of submission of bid.	Complied/not complied	Appendix-XIII

14	Acceptance for submission of Delivery cum Performance Bank Guarantee for execution of contract for assume equivalent to 3 % of contract value in case of award of contract to the bidder	Complied/not complied	Appendix-XIV
15	In the event of the agreement being extended for second season being 2024 the bidder accepts to extend Delivery cum Performance Bank Guarantee or submit a fresh 30 days before the Expiry of the earlier.	Complied/not complied	Appendix-XV
16	Offer submitted in original duly signed by the OWNERS/ authorized representative on each Page.	Complied/not complied	Appendix-XVI
17	Bidder accepts to render services on specifications, terms and conditions mentioned in the tender document.	Complied/not complied	Appendix-XVII
18	Submission of authority letter from OWNER, incase bid is Submitted by authorized agent.	Complied/not complied	Appendix-XVIII
19	Pre-contract Integrity Pact	Complied/not complied	Appendix-XIX
20	Copies of all mandatory certificates and documentary evidence detailing the facilities and all equipment offered as the part of the proposed vessel to be submitted along with the technical bid document.	Complied/not complied	Appendix-XX

21	Copy of Financial bid with the prices masked (unpriced financial bid)	Complied/not complied	Appendix-XXI
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Signature.....

Name.....

For and on behalf of

.....

.....

.....

Duly authorized to sign Tenders for and on behalf of the

## ANNEXURE-IV

(TO BE SUBMITTED WITH FINANCIAL BID)

**FINANCIAL BID FORMAT**

The Financial Quotes should be submitted in the following format:

- Indian bidders should quote in Indian Rupees and Indian bidders will be paid in INR only.
- Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices.
- Financial bid without mentioning appropriate quoted single currency (Indian Rupees or USDs/EUROs) shall be rejected.
- Quoted price should be inclusive of Brokerage/ Agent commission/ bunkers/ agency appointment in India etc.,
- Communication and navigation facilities as detailed in 25(a) will be paid by the CHARTERERS to OWNER on actual as detailed in payment terms, therefore, communication and navigation charges should not to be quoted and not to be considered under other charges.
- The details of charter hire cost, mob and demob at Kochi, India for one season  
i.e. 2023 and same shall be applicable for one subsequent period in the event of CHARTERERS and OWNERS exercising their option for second season being 2024
- Bids shall be evaluated in equivalent Indian Rupees at the closing market rate of foreign exchange (bills selling) as declared by SBI, Ernakulam on the day of opening of Financial bid.

Sl. No	Description	Rate in... (one day/single person) (Indicate INR (only for Indian bidders) or USD/EURO (only for foreign bidders) quoted in any single currency, If not written bid will be rejected)	Rate in... (65 days/ persons) (Indicate INR (only for Indian bidders) or USD/EURO (only for foreign bidders) quoted in any single currency, if not written bid will be rejected)
1.	Mobilisation and Demobilization (lump sum) Kochi, Ernakulam	Total=	Total=
2.	Charter hire per day	Per day=	
3.	Victualling charges per Person per day	Per person & Per day=	
4.	Other charges if any, Please specify		
<b>GRANDTOTAL</b>			

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

Brokerage Commission (If any) to Indian Agent: In case of an Indian Nominated Agent, commission as agreed between the OWNERS and the Agent up to 1.25% (maximum) shall be deducted from the mob - demob charges and charter hire by the CHARTERERS and paid to the Agent directly in equivalent Indian Rupees within 15days of submission of invoice in original by the concerned Agent.

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



ANNEXURE-V

(TO BE SUBMITTED WITH TECHNICAL BID)

**TENDER ACCEPTANCE FORM**

To:

**The Director**

**Centre for Marine Living Resources and Ecology,  
Atal Bhavan, LNG Road,  
Puthuvype, Ochanthuruth P.O.,  
Cochin-682 508**

**email id: [director@cmlre.gov.in](mailto:director@cmlre.gov.in), [noronha@cmlre.gov.in](mailto:noronha@cmlre.gov.in)**

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

Signature.....

Name.....

For and on behalf of

.....

.....

.....

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

.....

Date:.....

## ANNEXURE-VI

(TO BE SUBMITTED WITH TECHNICAL BID)

**DETAILS OF OFFERED VESSEL AND BIDDER**

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

		<b>Details</b>	<b>Details of Supporting Document(s) Appended</b>
1	<b>BIDDER/ AGENT COMPANY</b>		
	Address		
	Contact Person		
	Contact Number		
	Fax Number		
	Email		
2	<b>REGISTERED OWNER</b>		
	Address		
	Contact Person		
	Contact Number		
	Fax Number		
	Email		
3	<b>Vessel Name</b>		
3.1	Year of Built		
3.2	Year of registration		
3.3	Year of refit/ refurbishment		
3.4	IMO Number		
3.5	Class of the vessel		
3.6	Sea worthiness		
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)		

## 2823/2023/DOM Section

	<b>CARGO FACILITIES</b>		
3.13	Cargo Holds (m3)		
3.14	Cargo Deck Area (m2)		
3.15	Number of Holds/Hatches		
3.16	Compliance for carrying hazardous cargo (Fuel/Oil/Lubes/Compressed gas cylinders of hydrogen, nitrogen, oxygen, argon, LPG etc.)		
3.17	Number of Cranes and maximum load lifting capacity		
3.18	Maximum Lifting capacity With single crane (MT)		
3.19	Water Production/day (m3)		
3.20	Number of life boats/rescue boats with capacity for number of persons		
3.21	Number of life rafts with capacity for number of persons		
3.22	Boat required for glider operations		
<b>4</b>	<b>ACCOMMODATION</b>		
4.1	Passenger capacity		
4.2	No of cabins for passengers		
4.3	Dining Hall for passengers with seating capacity		
4.4	Recreation room for passengers with seating		
4.5	Galley/Kitchen for passengers (Separate/Shared)		
4.6	Medical Room		
4.7	Radio Room with VHF/Aviation Radio/ Satellite Phone/Internet facility, Printer copier etc.		
<b>5</b>	<b>ENGINE, BOILER, FUEL &amp; SPEED</b>		
5.1	Number of Engine (s)		
5.2	Main Engine Type		

## 2823/2023/DOM Section

5.3	Main Engine (BHP)		
5.4	Auxiliary Engine Type		
5.5	Auxiliary Engine (BHP)		
5.6	Central Heating System		
5.7	Bunker/ Fuel type/Grade		
5.8	Bunker capacity (MT)		
5.9	Speed Max (knots)		
5.10	Speed Normal Cruising (knots)		

5.11	FUEL GRADE: Indicate vessel using Marine Gas Oil (MGO) / Marine Diesel Oil (MDO)/ IFO. (Usage of IFO has been banned South of 60°S since 2011)		
5.12	Fuel Consumption per 24hrs Normal Cruising (MT)		
5.13	Fuel Consumption per 24 hrs. Max Speed (MT)		
5.14	Endurance in Southern Ocean waters (up to 70degreesouthlatitude Including journey time (Number of Days)		
5.15	Thrusters-type and number(s)		
5.16	Indicate vessel has following facilities:		
5.16.1	SternAframeof5TonSWL, around 7 meters tall		
5.16.2	One 5ton Tugger winch installed on the A frame with 14-18mm dia rope reaching water level.		
5.16.3	SWL 5 ton at Max out reach. (Outreach of crane to be about 5 meter outreach from 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 the first voyage after its successful completion.

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

Signature.....

Name.....

For and on behalf of

.....

.....

.....

Duly authorized to sign

## ANNEXURE-VII

(TO BE SUBMITTED WITH TECHNICAL BID)

**FORMAT FOR BANK GUARANTEE TOWARDS BID BOND**

(To be stamped in accordance with the stamp Act)

To

**The Director,  
Centre for Marine Living Resources and Ecology,  
Atal Bhavan, LNG Road,  
Puthuvype, Ochanthuruth P.O.,  
Cochin-682 508  
email id: [director@cmlre.gov.in](mailto:director@cmlre.gov.in), [noronha@cmlre.gov.in](mailto:noronha@cmlre.gov.in)**

Dear Sir,

Whereas, Centre for Marine Living Resources and Ecology, Atal Bhavan, LNG Road, Puthuvype, Ochanthuruth P.O., Cochin- 682 508 INDIA (here after 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 sea-going vessel and M/s. \_\_\_\_\_ having registered \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_

(here in after 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. \*\*\*Tender Number\*\*\*** (here in after referred to as Tender) and bidder having agreed to furnish an unconditional and Irrevocable Bank Guarantee of **INR51,00,000.00 /US \$ 67,000.00 (Indian Rupees Fifty one Lacs only / US Dollars Sixty Seven thousand 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 bid open for a period of 90days and as extended from time to time and shall not withdraw or modify it to which the bidder has given absolute and unconditional acceptance or undertaking and is bound without any reservations as to any matter or thing whatsoever on such acceptance and FOR THE BID BOND/ EMD CONDITIONS OF THIS TENDER OBLIGATION ARE:1) If the tenderer (bidder) withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender. 2). If the tenderer having been notified of the acceptance of his tender by CMLRE 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 87,50,000.00/ US\$ 1,07,300.00 (Indian Rupees eighty seven lakhs fifty thousand only/ US Dollars one lakh seven thousand three hundred only) (as applicable)** \_\_\_\_\_ or in such convertible currency as acceptable to the CMLRE any or all money to the extent of **INR 87,50,000.00/ US\$ 1,07,300.00 (Indian Rupees eighty seven lakhs fifty thousand only/ US Dollars one lakh seven thousand three hundred 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 CMLRE on the Bank shall be conclusive and binding not withstanding any difference between the CMLRE and the bidder or any dispute pending before any court, arbitrator or any other authority and/or any other matter whatsoever. We, the bidder(s) also agree that guarantee herein contained shall be irrevocable unless it is invoked, earlier by the CMLRE 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 CMLRE 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 CMLRE for the purpose this guarantee any notice for the breach of any of the conditions contained in invitation for tender instructions to bidders and other terms and conditions contained in the tender form especially bidder's undertaking that he shall keep his bid open and shall not change it during the validity period or extended period, given to the bank by the CMLRE shall be conclusive and binding onus 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 CMLRE or that of the Bidder. We also undertaken to revoke in any case this Guarantee during its currency.

5. The Bank further agree that CMRE 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 CMLRE.

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 87,50,000.00/ US\$ 107,300.00 (Indian Rupees eighty seven lakhs and fifty thousands only/ US Dollars one lakh seven thousand three hundred only) (as applicable)** \_\_\_\_\_ in aggregate and it shall remain in full force up to \_\_\_\_\_ (including 60 days after the bid

validity period) unless extended further from time to time, for such period as maybe instructed in writing by M/s.

**(Name of the Bidder)** \_\_\_\_\_ on whose behalf this guarantee has been given, in which case it shall remain in full force up to and including 60 days after the extended bid validity date. Any claim under this guarantee must be received by us from last date of the validity period or before the expiry of 60days from the extended date, if any, if no such claim has been received by us within the 60days after the said date/extended date, the CMLRE’s right under this guarantee will cease. However, if such a claim has been received by us within and upto 60days after the said date/extended date, all the CMLRE’s right under this guarantee shall be valid and shall not cease. In case bidder (here in after called “Contractor”) becomes successful bidder as declared by CMLRE, i.e., his tender is accepted the validity of this Bank Guarantee will automatically be extended until the Contractor furnishes to the CMLRE a Bank Guarantee for an amount equivalent to 3 % of the Expedition Season/one time charter season contract price towards Delivery cum performance guarantee for delivery of one number of Suitable Ship and satisfactory performance of the Contract. In case of failure to furnish the Delivery cum performance Bank Guarantee, the claim must be submitted to us within 60days after last date of validity period or extended period. If no such claim has been received by us within 60days after the said date/extended date, the CMLRE’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 CMLRE’s right under this guarantee shall be valid and shall not cease.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2022 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 \_\_\_\_\_, 2022at

\_\_\_\_\_.Witness:

Signature:

Signature

(Full name in capital letters)

Designation with Bank stamp  
Attorney as per Power Attor



## ANNEXURE-VIII

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

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

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

To

**The Director,  
Centre for Marine Living Resources and Ecology,  
Atal Bhavan, LNG Road,  
Puthuvype, Ochanthuruth P.O.,  
Cochin-682 508  
India**

Dear Sir,

In consideration of Centre for Marine Living Resources and Ecology having its registered office at Atal Bhavan, LNG Road, Puthuvype, Ochanthuruth P.O., Cochin-682 508, INDIA (here in after referred to as "THE CMLRE") 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 there to with M/s. \_\_\_\_\_ (name of Company)

Head/ Registered Office at \_\_\_\_\_  
(address) \_\_\_\_\_ having \_\_\_\_\_ its (hereinafter

Referred to as "THE CONTRACTOR") which expression shall unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns and the contract having been unequivocally accepted by the Contractor resulting in a contract for an estimated value at INR/USD/EURO ----- (of contract value of one time charter season Which is to be taken as Mob-DeMob Charges + Day hire charges x 65days + any other charges but excluding victualing and communication charges if any) (Indian Rupees/ US Dollars \_\_\_\_\_) for one Expedition season Contract for time Charter of One suitable ship (**Name of the vessel & IMO Number**) for Southern Ocean/ Antarctic waters Operations and the CMLRE having agreed that the Contractor shall furnish to

the CMLRE Delivery cum Performance Guarantee for the delivery of one number of specified ship as well as faithful performance of the entire contract to the extent of 10% of the one EXPEDITION SEASON/ Time Charter value of the contract i.e. INR/USD/EURO (Mob and DeMob Charges + Day hire charges x 65 days +any other charges but excluding victualling and communication charges if any) We (Bank)\_\_\_\_\_having its registered office at \_\_\_\_\_ (here in after 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 CMLRE any money or all money to the extent of INR/ USD/ EURO \_\_\_\_\_ (Rupees/USD/EUROs \_\_\_\_\_) in aggregate on breach of contract by the contractor at any time without any demur, reservation, recourse, contest or protest and/ or without any reference to the Contractor. Any such demand made by the CMLRE on the Bank shall be conclusive and binding notwithstanding any difference between the CHARTERERS and the Contractor or any dispute pending before any Court, Tribunal, Arbitrators or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be force able till it is discharged by the CMLRE in writing.

2. The CMLRE 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 CMLRE & Contractor may mutually vary the terms of the Contract. The CMLRE 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 CMLRE and the Contractor or any other course of remedy or security available to CMLRE. The Bank shall not be released of its obligations under these presents by any exercise by the 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 CMLRE or omission on the part of the CMLRE or other matter of thing whatsoever which under law would, but for these provisions have the effect of relieving the Bank.
3. The Bank also agrees that the CMLRE to its option shall been titled 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 CMLRE may have in relation to the Contractor’s liabilities.
4. CMLRE 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 there upon be increased to the original amount by the Contractor or Contractor may alternatively submit Liquidated Damages recovered by CMLRE.
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 CMLRE under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till the CMLRE discharges the guarantee in writing.
6. We further agree that as between us and CMLRE for the purpose of this Guarantee any notice

given to us by the CMLRE that the money is payable by the Contractor and any amount claimed in such notice by the CMLRE shall be conclusive and binding on us notwithstanding any difference between the CMLRE 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/EURO \_\_\_\_\_ (Indian Rupees/USD/EUROs \_\_\_\_\_) in aggregate and it shall remain in full force up to \_\_\_\_\_ and including sixty days after \_\_\_\_\_ unless extended further, from time to time for such period as may be instructed in writing by M/s. \_\_\_\_\_ whose behalf this Guarantee has been given in which case it shall remain in full force up to and including sixty (60) days after the extended date. Any claim under this Guarantee must be received by us before the expiry of sixty (60) days from \_\_\_\_\_ or before the expiry of 60 days from the extended date, if no such claim has been received by us within the sixty (60) days after the said date/extended date, the CMLRE's right under this Guarantee will cease. However, if such a claim has been received by us within and up to sixty (60) days after the said date/extended date, all the CMLRE'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 Ernakulam shall have exclusive jurisdiction.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2022 at \_\_\_\_\_

WITNESS:

(SIGNATURE)

SIGNATURE:

NAME

NAME & DESIGNATION WITH  
BANK STAMP

OFFICIAL ADDRESS

## ANNEXURE-IX

**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, Centre for Marine Living Resources and Ecology, Ministry of Earth Sciences, Govt. of India, Atal Bhavan, LNG Road, Puthuvype, Ochanthuruth P.O.,Cochin-682 508 (hereinafter called the “CHARTERERS”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s\_\_\_\_\_ represented by Mr.\_\_\_\_\_, Designation, (hereinafter called the “BIDDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

**1. Commitments of the CHARTERERS**

1.1 The CHARTERERS undertakes that no official of the CHARTERERS, connected directly or

indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

### **Commitments of BIDDERS**

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

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

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

show favour or disfavour to any person in relation to the contract or any other contract with the Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. Sanctions for Violations**

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

i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue. ii) Forfeiture of the Security Bid Bond (in pre-contract stage) and/or Performance Security Bond (after the contract is signed) stand forfeited either fully or partially, as decided by the CHARTERERS and the CHARTERERS shall not be required to assign any reason therefore.

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

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

6.2 The CHARTERERS will be entitled to take all or any of the actions mentioned at para 6.1

(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## **7. Fall Clause**

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



any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the different in the cost would be refunded by the BIDDER to the CHARTERERS, if the contract has already been concluded.

### **8. Independent Monitors**

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

Contact details of Independent External Monitors (IEMs)

1. Dr. S.K. Sarkar, IAS (Retd.),  
B-104, Nayantara Apt.,  
Plot 8 B Sector-07, Dwarka,  
New Delhi-110075  
Email: [sksarkar1979@gmail.com](mailto:sksarkar1979@gmail.com) Mobile No-9811149324
  
2. Shri Rakesh Goyal, IRS (Retd.) 2094, Joy Apartment,  
Sector2, Dwarka,  
Delhi-110075  
Email: [govall259@qmail.com](mailto:govall259@qmail.com) Mobile No-9717644264

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

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

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

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CHARTERERS including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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

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

### **9. Facilitation of Investigation**

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

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

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

### **11. Other Legal Actions**

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

### **12. Validity**

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

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

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

CHARTERERS

BIDDER

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

DIRECTOR

Centre for Marine Living Resources and Ecology, Ministry of Earth Sciences, Govt. of India, Atal Bhavan, LNG Road, Puthuvype, Ochanthuruth P.O., Cochin-682 508

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Witness

Witness

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

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

## ANNEXURE-X

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

It is this day mutually agreed between

**CENTRE FOR MARINE LIVING RESOURCES AND ECOLOGY, (MINISTRY OF EARTH SCIENCES, GOVERNMENT OF INDIA) ATAL BHAVAN, LNG ROAD, PUTHUVYPE, OCHANTHURUTH P.O., COCHIN-682 508 INDIA:** CHARTERERS as follows:

AND

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

**CLAUSE 1. PERIOD**

The OWNERS and the CHARTERERS hire the vessel for a period of 90days±10 days in CHARTERERS option for the vessel to be mobilized from **Kochi, India-**

The area of operation in Southern Ocean up to 70 degrees South Latitude. The OWNER will endeavor to stay longer within the dates, weather permitting for the time (not on a Sunday or a legal holiday unless taken over) the Vessel is delivered and placed at the disposal of the CHARTERERS between 9 a.m. and 6 p.m. during weekdays Monday to Friday and between 9 a.m. and 2 p.m. if on a Saturday.

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

At one safe port **Kochi, India**, in CHARTERERS option in such available berth, where she can safely lie always afloat, as the CHARTERERS may direct, she being in every way fitted for her special service. The CHARTERERS option of delivery of vessel for season 2023 to be declared at the time of finalization of Agreement and the said option for season 2024-25 to be declared at the time of exercising the option at that season.

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

The vessel to be delivered (lay can period) between 15<sup>th</sup> August to 1<sup>st</sup> September, 2023 at **Kochi, India.**-The OWNER to keep the CHARTERERS updated as accurately as possible on the vessel's expected delivery dates. If CHARTERERS exercise option for optional season the delivery laycan period will be mutually agreed dates between OWNERS and CHARTERERS in month of /January.

**CLAUSE 2. TRADE**

The Vessel to be employed in lawful trades for the carriage of lawful merchandise only between good and safe ports or places where she can safely lie always a float within the following limits: The Vessel to be employed as a scientific research vessel in any part of the world as directed by the CHARTERERS including tropical waters and Southern Ocean waters. Area of operations broadly extending between Latitude 40 degree to 70 degree South and Longitude 40 degree to 90-degree East for the purpose of scientific exploration, experiments and for scientific research. The vessel will carry scientists, CHARTERERS 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.

**CLAUSE 3. OWNERS TO PROVIDE**

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

**CLAUSE 4. CHARTERERS TO PROVIDE**

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

**CLAUSE 5. BUNKERS: sufficient bunker to be kept onboard at all time for undertaking scientific cruises as planned and owners shall ensure the same.**

**CLAUSE 6. HIRE & PAYMENT**

The CHARTERERS to pay a share **in quoted currency INR/USD/EUROs.....** [INR/USD/EUROs..... only] per day, all inclusive of overtime of the vessel's Officers and Crew and the cost of fuel oil, freshwater, 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 (Refer Table 1 for Payment terms).

- a. **Victualling charges:** Victualling charges shall be paid monthly within 15 days of submission of original invoice in order along with supporting documents duly authenticate by Master of Vessel and Chief Scientist / CHARTERERS representative. B.
- b. **Brokerage Commission (If any) to Agent:** In case of an Indian Nominated Agent, commission (not more than 1.25%) as agreed between the OWNERS and the Agent shall be deducted from the mob-demo charges and charter hire by the CHARTERERS and paid to the Agent directly inequivalent Indian Rupees within 15 working days of submission of invoice in original by the concerned Agent.
- c. For international transfers of funds towards the payments by the CMLRE to the OWNERS, the bank charges that would be applicable within India would be borne by the CMLRE and any charges that would be applicable outside India would be borne by the OWNERS.

Payment of hire to be transferred to:

**OWNERS' BANK ACCOUNT**

**Account Holder Name:**

**Bank Name:**

**Bank Branch:**

**Swift Code:**

**Account Number:**

**Other Details:**

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

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

#### **CLAUSE 7. RE-DELIVERY**

The Vessel to be re-delivered on the expiration of the Charter in the same good order as when delivered to the CHARTERERS (fair wear and tear accepted in this trade including normal ice damages) at one safe port at a safe as declared by 9 a.m. and 2 p.m. on Saturday.

#### **NOTICE**

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

#### **CLAUSE 8. CARGO SPACE**

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

#### **CLAUSE 9. MASTER**

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

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

**CLAUSE 10. DIRECTIONS AND LOGS**

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

**CLAUSE 11. SUSPENSION OF HIRE**

During operations for CHARTERERS or other necessary measures to maintain the efficiency of the Vessel, deficiency of OWNERS men or OWNERS stores, breakdown of machinery (CTD winch, A Frame, Crane, Deep Sea winch and all other scientific equipment mentioned in the tender document), damage to hull or other accident, either hindering or preventing the working of the Vessel and continuing for timelines specified in Clause 32, no hire to be paid in respect of any time lost thereby during the period in which the Vessel is unable to perform the service immediately required. Any hire paid in advance to be adjusted accordingly.

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

**CLAUSE 12. RESPONSIBILITY AND EXEMPTIONS**

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

**CLAUSE 13. LOSS OR DAMAGE**

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

**CLAUSE 14. EXCLUDED PORTS**

The vessel not to be ordered to nor bound to enter any place where fever or epidemics are prevalent or to which the Master, Officers and Crew by law are not bound to follow the Vessel.



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

**CLAUSE 15. LOSS OFVESSEL(S)**

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

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

**CLAUSE 16. OVER TIME**

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

See Clause 30

**CLAUSE 17. LIEN**

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

**CLAUSE 18. SALVAGE**

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

**CLAUSE 19. SUBLET**

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

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

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

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

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

B) The Vessel, unless the written consent of the OWNERS be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, Crew or other persons onboard the Vessel, in the reasonable judgement of the Master and/or the OWNERS maybe, 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 What so ever against vessels of certain flags or OWNER ship, or against certain cargoes or crew or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent’s right of search and/or confiscation.

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

(ii) If the Under writers of such insurance should require payment of premiums and/or calls because, pursuant to the CHARTERERS’s orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the CHARTERERS to the OWNERS at the same time as then ext. payment of hire is due.

E) If the OWNERS become liable under the terms of employment to pay to the Crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then such bonus or additional wages shall be reimbursed to the OWNERS by the CHARTERERS at the same time as the next payment of hire is due.

F) The vessel shall have liberty

(i) To comply with all orders directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the OWNERS are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions:

(ii) to comply with the order, directions or recommendations of any war risks underwriters who have authority to give the same under the terms of the war risks insurance:

(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body, which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the OWNERS are subject, and to obey the orders and directions of those who are charged with their enforcement:

(iv) to divert and discharge at any other port any cargo or part there of 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 there of or other persons onboard the Vessel where there is areas on to believe that they may be subject to internment, imprisonment or other sanctions:

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

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

**CLAUSE 21. CANCELLING**

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

**CLAUSE 22. DISPUTE RESOLUTION**

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

**CLAUSE 23. ARBITRATION**

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

**CLAUSE 24. COMMISSION**

The Commission for Indian Agent, if any, in any case not more than 1.25% payable by ship OWNER on gross hire earned and mobilization and de mobilization charges. The same shall be deducted by the CHARTERERS while paying charter hire and mobilization and de mobilization 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 No. 25 to 72, both inclusive as attached and “For good order’s sake” Item 1 to 30 as attached and General Arrangement documents and reference to ‘Firefighting and Lifesaving 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**

**Centre for Marine Living Resources and Ecology, Ministry**

of Earth Sciences, Govt. of India,  
Atal Bhavan, LNG Road,  
Puthuvype, Ochanthuruth  
P.O.,Cochin-682 508

**Clause 25 (A)**

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

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

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

Director disponent OWNERS Performing \_\_\_\_\_

**DESCRIPTION OF THE VESSEL (FULLTIME CHARTER DESCRIPTION)**

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

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

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

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

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

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

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

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

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

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

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

IN MARSAT-TLX: \_\_\_\_\_

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

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

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

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

READTH MOULDED: \_\_\_\_\_

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

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

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

## 2. DRAFTS/ DEAD WEIGHT MTRS/ MTNS

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

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

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

CONSTANT (LUB OIL AND UNPUMPABLE BALL A STINCL, FWEXCL): \_\_\_\_\_MTS

## 3. TONNAGE GROSS/NET

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

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

PANAMA: \_

## 4. DIMENSIONS OF CARGO SPACES

### HOLDS

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

### TWEEN DECKS

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

### HATCHES DIMENSIONS

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

HEIGHT OF HATCH COAMINGS: \_\_\_\_\_

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

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

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

HATCH COVERS:

PILLARS:

HOLD CAPACITY

NO. BULK/CBM   BALE/CBM

TWEENDECKS CAPACITY

CONTAINER CAPACITY IN UNITS 20/ 40 FEET:

HOLD, TWEEN DECK, HATCH COVERS:

CONTAINER FITTED: VESSEL PROVIDED WITH STANDARD LASHING MATERIAL

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

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

HOLD(s)

HATCHCOVERS:

TANKTOP:

TWN DECK:

7. **CARGO GEAR:**

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

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

MANUFACTURERS NOS: \_\_\_\_\_

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

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

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

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

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

SLEWING SPEED: \_\_\_ RPM

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

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

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

MAIN ENGINE DESCRIPTION: \_\_\_\_\_

MAIN ENGINE BORE & STROKE: \_\_\_\_\_

OUTPUT (KW/BHP)/RPM: \_\_\_\_\_ /

\_\_\_\_\_ KWT/HPAT \_\_\_\_\_ RPM

FUEL GRADE: \_\_\_\_\_

STANDARD: \_\_\_\_\_

DENSITY \_\_\_ KG/M<sup>3</sup>, ALUMINA-MG/KG

9. **AUXILIARYENGINE** : \_\_\_ UNITS  
 TYPE : \_\_\_  
 RPM : \_\_\_  
 FUELGRADE : \_\_\_  
 GENERATORS : \_\_\_  
 OUTPUT : \_\_\_

10. **PROPULSION** : \_\_\_  
 DIAM : \_\_\_  
 WEIGHT : \_\_\_ KGS

11. **EVAPORATOR:** \_\_\_  
 TYPE: \_\_\_  
 CAPACITY: \_\_\_

12. **CONSUMPTION**  
 SERVICE SPEED/DAILY CONSUMPTION  
 SEA LOADED PASSAGE:

SEA BALLAST PASSAGE:

IN PORT  
 IDLE:

WITHSHIP'S CRANE IN USE

PORT CONSUMPTION:

ADDITIONALLY  
 BALLASTING/DEBALLASTING: \_MTS MDO  
 BOILER IS REQUIRED: \_\_\_ MTSIFO40

THEN AIR TEMP. BELOW 5 DEG MTS IFO 40  
 THEN AIR TEMP-30-40 DEG (C) MTS IFO40 ANY  
 OTHER CONDITION

13. **TANK CAPACITY**

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

FUEL OIL: 90 PCNT: \_\_\_/\_\_\_ T/CBM (IN CLOVER FLOW 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 super structure, holds, hanger, helipad etc.)

#### 16. ALL KIND OF MANAGEMENT

OWNERS:

NAME:

ADDRESS

COUNTRY

TEL:

FAX:

E-MAIL:

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

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

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

DATE AND PLACE NEXT SPECIAL SURVEY: \_\_

CERTIFICATE NAME    DATE OF ISSUED    DATE OF LAST    DATE OF EXPIRE  
ANNUAL ENDORSEMENT

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

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

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

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

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

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

GEAR SURVEY :

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

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

IOPP : \_\_\_\_\_

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 40  
CHARTERERS' PERSONNEL, BESIDES VESSEL'S OFFICERS AND CREW.

**19. OTHERS**

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

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

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

CO<sub>2</sub> FITTED: \_\_\_\_\_

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

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

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

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

**21. LIFEBOATS/LIFERAFTS/ZODIAC**

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

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

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

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

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

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

**26. BOILER:**

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

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

TOTAL \_\_\_/\_\_\_TONS/CBM

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

HENCE TOTAL: \_ TONS

**28. SPEED**

MAXIMUM

IN LOADED/ BALLAST CONDITION \_\_\_KNOTS

SPEED NORMAL CRUISING

IN LOADED/ BALLAST CONDITION\_\_\_KNOTS

**29. FUELGRADE**

CONSUMPTION DETAILS

SERVICE SPEED/ DAILY CONSUMPTION

SEA LOADED PASSAGE:

SEABALLAST PASSAGE:

**30. THE VESSEL SHOULD BE USING MARINE GAS OIL (MGO)/ MARINE DIESEL OIL (MDO) /IFO (usage of IFO has been banned south of 60°S since 2011) as applicable**

**31. THRUSTERS**

**BOW/ STERN THRUSTER\_\_\_\_\_**

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

The Vessel has an endurance of sixty-five days in the area of operation in Southern Ocean up to 70 degrees South Latitude including the voyage time. The Vessel has sufficient bunkering facility to store fuels for its own consumption for the entire period of chartering.

**COMMUNICATION AND NAVIGATION FACILITIES**

The Vessel will have adequate communication and navigational equipment onboard for ship operations. These include HF, VHF and satellite communication equipment having e-mail and internet facility. The satellite communication systems will be pointed towards the Indian Ocean region of satellites for uninterrupted access by the CHARTERERS from India. CHARTERERS have an option to use the vessel's communication equipment subject to proper record-keeping of such usage and including entries in the ship's radio log book as appropriate. Each phone call and message sent to be recorded/logged in ship's radio logbook. At the end of each month, the vessel's radio-officer should prepare and CHARTERERS's staff should sign monthly radio station bill, confirming the fact of the services rendered. The CHARTERERS are to pay communication cost within 10 banking days upon receipt of the invoice and supporting documents from the OWNERS. The vessel will also have Radar, GYRO Compass, Echo-sounder measuring depths up to more than 7000 meters, GPS, weather facsimile recorder, ice-information receiving equipment any other requisite equipment for navigation of the vessel in Antarctic waters. All this equipment and data will be made available to the CHARTERERS's personnel for scientific observation and operational requirements. It will have the stand by 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 (usage of IFO has been banned south of 60°S since 2011) and MDO with bunkers remain onboard (BroB) will be furnished by the Master to the CHARTERERS / CHARTERERS representative / Expedition Leader and the expenses will be borne by the CHARTERERS as per actual.

Overall estimated consumption of fuel pattern is as per Annexure I attached for vessel which pattern is an estimation only and entirely dependent on the actual ice / weather conditions in the Southern Ocean waters upto 70 degree South Latitude, as such, all figures in the pattern given as attached are without guarantee.

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

#### **CLAUSE 26 Accommodations**

The Vessel has fully air-conditioned, including room heaters, in accommodation for 35 (Thirty-five)/ as per actual (this will be informed before 10 days of delivery of the vessel) of CHARTERERS, besides the Vessel's crew. The entire living accommodation is in the super structure of the Vessel. Each cabin will have a working table, chairs and sufficient space for members to keep Southern Ocean and Antarctic winter clothing and their daily utility items. Each cabin will also have electrical points (Indian type) to operate electrical gadgets. The whole reach and burden of the Vessel as available onboard workshops, radio rooms, cabins for CHARTERERS personnel and spaces required for scientific exploration, experiments and research work, lawful deck capacity to be at the disposal of the CHARTERERS.

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

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

Medicines and equipment to be as prerequired regulations with sufficient to rage space.

The Vessel will have proper kitchen with adequate number of gadgets and crockery, dining hall to accommodate about 20 persons at a time and sufficient number of washing machines for the use of the CHARTERERS personnel.

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

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

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

The OWNERS of the Vessel should be willing to take upwelling jobs those may be necessary

for securing/anchoring the cargo and any other installations, such as winch, other scientific instruments etc. those may be needed by the CHARTERERS 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 sea led bottles] for at least 4liters per person per day to be provided by the ship. Additional means of producing fresh water onboard the vessel will be available.

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

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

**Details of the Fire Fighting equipment:**

The vessel is fully CO2 fitted in all holds/engine room including fire detection system. Equipment is as per IMO standard. The Vessel will be fitted with firefighting appliances for all persons to be carried onboard in accordance with the \_\_\_\_, the classification society of the vessel, for the voyage to Southern Ocean.

**Number of life Safety boats/capacity:**

lifeboats – one each on port and starboard side with a capacity of persons each, 2 x 25 persons launching type life rafts sufficient enough to rescue the CHARTERERS' personnel and crew, in any unforeseen eventuality. Same to meet the safety regulations and conform to the safety equipment certificate issued by the authorities for Antarctic Trading. One of the lifeboats can be used as a rescue boat for the CHARTERERS'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 Southern Ocean

**Victualling:**

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

**CLAUSE 27**

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

**CLAUSE 28**

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

**CLAUSE 29**

The Vessel(s) shall not be obliged to force such strength of **area of operation** in excess of what can reasonably be expected of this Vessel in this trade as per description. If, however, the Master considers it dangerous for this above described Vessel(s) to remain at their search areas for fear of the vessels being frozen in and/or damaged, he has the liberty to sail to a convenient open place and wait for the CHARTERERS new instructions.

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

However, in the event of vessel unable to perform specified assignment in the Charter Party as a result of accident or failure of vessel or machinery etc. for more than twenty four consecutive hours or it is evident that vessel will not be able to complete the season as per schedule provided to Master/Owners of the vessel or within the deadline date of the particular season in operational area, Charterers are at the liberty to de-hire the vessel whereby ship owners shall not be entitled for the day hire charges from the date of such accident/failure including demobilization charges for the said current season.

In case re-delivery of the Charterer's cargo / equipment's and samples belonging to the charterers etc. is required, owners/vessel to re-deliver same in Kochi at the port of delivery within 30 (thirty) days from the time the Charterers so notify the Owners.

**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 dis embarking passengers and assist in all other operations associated with the employment of the vessel in so far as the vessel is manned, certified and capable of without making any claims for additional payments.

**CLAUSE 31**

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

**CLAUSE 32**

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

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

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

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

1.	CTD (and /or Incl. Rosette &bottles)	25%
2.	CTD winch (Conductor type)	25%
3.	Automatic Weather Station (AWS)	20%
4.	Sediment gravity corer	20%
5.	Echo Sounder [Deep8000m&shallow1000m]	20%
6.	A Frame	20%
7.	Hydraulic Telescopic crane at the Aft	20%
8.	Deep Sea winch	20%
9.	Mili Q for ultrapure water supply	20%
10.	Any lab facility	15%
11.	Computer lab	10%

**CLAUSE 33**

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



**CLAUSE 34**

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

- A. Hull Insurance on the basis of Institute Time Clause (Hulls) including 4/4 Running Down Clause or equivalent conditions, covering the vessel subject to a sum insured of not less than the full market value of the vessel. This insurance shall also include ice damage of whatever kind. Any deductibles for OWNER'S account. The OWNERS to arrange CHARTERERS 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.

Owners to take out unnamed special contingency accident cover for CHARTERERS 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.

**CLAUSE 36**

Insurance for charters personnel and equipment:

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

**CLAUSE 37**

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

The sum of INR/USD/EUROs...../-**(Rupees/US Dollars/EUROs ..... only)**  
as 50% of mob/demob amount to be paid by the CHARTERERS on delivery of the vessel at, Kochi, India to the OWNER'S bank account in lumpsum for Season 2023.

The sum of INR/USD/EUROs...../- **(Rupees/ US Dollars/EUROs ..... only)**  
As balance 50% of mob/ demob to be paid by the CHARTERERS after re-delivery of the Vessel at one safe port, Kochi, India to the OWNERS bank account in lump-sum for season 2023.

The said mobilization / de-mobilization charges paid to the OWNERS by the CHARTERERS (for delivery/redelivery Kochi, India) is for the OWNERS mobilizing the Vessel to suit the CHARTERERS requirements with reference to Clauses No-26,40,63 and 64 and providing required modifications /equipment's and provisions and are applicable for Season 2023.

**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 here

in, seaworthiness, Vessel's equipment including gear defect and or diversions from agreed mobilization arrangements is found, same to be rectified by the OWNERS prior to delivery.

The CHARTERERS may inspect the Vessel, prior signing the Delivery Certificate as attached at the port of delivery for proper and efficient functioning of utilities such as (a) air-conditioning/ heating arrangements in CHARTERERS 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 including those"; (e) operation of all scientific equipment's /machineries onboard and other particulars mentioned in Clauses 25 (a), (b), 26,and Annexure-II of this Agreement.

To facilitate such an inspection at the port of delivery, The OWNERS may provide a Certificate from an independent Survey or 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. For any breakdowns / repairs in the 'utility'/'support systems' beyond 24(twenty-four) hours from the time of the occurrence of the break down until the restoration to normalcy for such instances occurring, until vessel's re-delivery to the OWNERS, the CHARTERERS can deduct up to 10 % (ten percent) of daily Charter hire. All such incidents should be logged by the Master / Chief Engineer by a written complaint and compulsorily counter signed by the Leader of the Expedition for later verification / adjustments.

However, the Vessel / OWNERS are not responsible for such breakdowns necessitated by the CHARTERERS personnel's negligence, willful misconduct and / or damage or ascertain to such a breakdown / inefficiency occurring due to non-expertise in navigation / technical shortcomings being purported / alleged. The Master / Chief Engineer to log such instances as well and to inform the CHARTERERS through the Leader of the Expedition and / or directly as they so desire.

#### **CLAUSE 41**

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

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

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

#### **CLAUSE 42**

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

#### **CLAUSE 43**

CHARTERERS shall have onboard the vessel only the right to install, replace, repair and remove any time (including and in any event at the time of re-delivery of the Vessel) all scientific and research equipment and materials belonging to the CHARTERERS. Any necessary repairs caused by installation and removal of the CHARTERERS's equipment to be at CHARTERERS 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 live and health of the personnel on board. In case of any breakdown of such equipment, due to any reasons, the CHARTERERS have to arrange repair at the first suitable place for their own account and the OWNERS shall not be responsible for any time loss and any consequences and expenses which may arise owing to failure of such equipment. On completion of using of the installed equipment the CHARTERERS have to arrange full removal of such equipment at their cost and time. The Vessel's crew to give all assistance to the CHARTERERS's personnel in installation / fixing and dismantling of the CHARTERERS's equipment.

#### **CLAUSE 44**

Onboard the vessel only, the pantry to be open for the CHARTERERS 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 cook and 2 (two) Mess Stewards exclusively for attending to the CHARTERERS personnel's work / accommodation etc. at the OWNERS cost on their payroll.

**CLAUSE 45**

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

**CLAUSE 46**

Subject to Clause 37 above, the CHARTERERS 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 CHARTERERS personnel round-the-clock due to the nature of their work but operations of equipment only by the Ship's Radio Personnel (or by the CHARTERERS 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 onboard on the vessel only.

**CLAUSE 48**

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

**CLAUSE 49**

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 50**

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

**CLAUSE 51**

The OWNERS to give Notice on Fixing followed by 25/15/10 days approximate and 5 days definite notice for seasons to the CHARTERERS to: CENTRE FOR MARINE LIVIG RESOURCES AND ECOLOGY, MINISTRY OF EARTH SCIENCES, Government of India, Atal Bhavan, LNG Road, Puthuvype, Ochanthuruth P.O., Cochin-682 508. Phone: 0484-2944001/2/3 Fax : 0484-2944006 Email: director@cmlre.gov.in, noronha@cmlre.gov.in

**CLAUSE 52**

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

**CLAUSE 53**

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

**CLAUSE 54**

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

**CLAUSE 55**

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

**CLAUSE 56**

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

**CLAUSE 57**

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

**CLAUSE 58**

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

**CLAUSE 59**

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

**CLAUSE 60**

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

**CLAUSE 61: Charter Hire**

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

Payment of charter hire to be transferred to:

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

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

**CLAUSE 62**

The Vessel to provide suitable and adequate communication and navigational facilities for the ship's operations in Southern Oceanwaters up to 70 degree South Latitude, ship-to-shore contact etc. These include suitable VHF/HF as per the CHARTERERS specifications / frequencies, provided these frequencies are within the frequency's standard on international merchant vessels, satellite communications, GMDSS, internet etc. for communications purposes and Radar, Gyro Compass, Echo Sounder, weather Facsimile and other requisite equipment for navigation of the Vessel in Southern Ocean waters.

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

### **CLAUSE 63**

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

### **CLAUSE 64**

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

### **CLAUSE 65**

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

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



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

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

#### **CLAUSE 66**

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

#### **CLAUSE 67**

In the event of unforeseen detention of the Vessel in Southern Ocean waters upto 70 degree South Latitude areas or anywhere in the deployment area specified by the Charter Party or as a result of any unforeseen delays in the event of any accident, damage or disaster, resulting in dry docking or repairs necessary to maintain the efficiency of the vessel during the charter period, if the CHARTERERS so require, the OWNER to agree to re-deliver the CHARTERERS cargo / equipment in **Kochi, India**, at the port of delivery including samples belonging to the CHARTERERS procured during the expedition voyage within 30 (thirty) days from the time the CHARTERERS so notify the OWNERS.

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

#### **CLAUSE 68**

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

**CLAUSE 69**

The Vessel ..... is fixed for season 2023 (and for subsequent Season 2024-25 should CHARTERERS exercise their option(s) for the Indian Southern Ocean expeditions subject to the Vessel not being lost through an act of God or otherwise. The OWNERS are at liberty to sell the Vessel(s) with the Charter attached. The new OWNERS to be subject to the CHARTERERS approval which not to be unreasonably withheld.

**CLAUSE 70 (Delivery cum performance guarantee)**

OWNERS to provide CHARTERERS a delivery cum performance guarantee for an 10 % amount of contract value of onetime charter season (2023). The contract value to be taken as Mobilization & De-Mobilization Charges + Day hire charges x 90 days +any other charges, excluding victualling and communication charges. The validity of same should be 30 days beyond time charter period tentatively as November 2023. If the CHARTERERS exercise option for extension of charter for further period after completion of the 90 days same terms and conditions from Kochi to Kochi and further if CHARTERERS exercise option for time charter for second season being December 2024-January 25 the ship OWNER/ contractor shall extend the validity of Performance Bank Guarantee for the succeeding season or shall submit a fresh performance bank guarantee 30days before the expiry of the performance bank guarantee of the concluding season.

**CLAUSE 71**

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

**CLAUSE 72**

CHARTERERS option for extension of the same charter party for 1 more season besides 2023 season is subject to satisfactory performance of the said vessels.

**OWNERS**

**For and on behalf of OWNERS**

**CHARTERERS**

**For and on behalf of CHARTERERS  
Centre for Marine Living Resources  
and Ecology, Ministry of Earth  
Sciences, Govt. of India, Atal Bhavan,  
LNG Road, Puthuvype,  
Ochanthuruth P.O., Cochin-682 508**

**For good orders sake,** it is put on record that the following is understood and accepted mutually between the OWNERS and the CHARTERERS

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

Cooking medium to be vegetable oil.

Flour to be of the type used for making Chapatis.

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

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

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

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

All ingredients, spices, dry fruits, normally required for Indian preparations to be stocked. Different types of cereals such as cornflakes, rice bran, and oats to be stocked.

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

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

For the sake of variety and social gatherings/invitations between the OWNERS and the

CHARTERERS personnel allowance to be made for extra supplies of provisions which are utilized for European style of food items such as cold meats, eggs, pies, salad oils, sausages etc.

- 5) The CHARTERERS are responsible for maintenance of order of their personnel's and are responsible for the safety of their equipment's onboard.
- 6) The OWNERS should provide the Indian cook for the CHARTERERS personnel.
- 7) Indian cook will cook for the CHARTERERS personnel and the OWNERS cook for the ship's crew, both of them using the ship's galley at mutually agreed times and procedures arranged in consultation between the Leader of the Expedition and the Ship's Master. However, both the OWNERS and the CHARTERERS's cooks will try to assist each other in operating the galley equipment, maintain order and cleanliness in the galley and give advice to each other in an amicable way. No CHARTERERS's personnel other than the cook(s) and/or person(s) assigned by the Leader of the Expedition to use the ship's galley.
- 8) The CHARTERERS will provide the list of provisions to OWNERS based on CHARTERERS personnel requirement and choice of Indian style foods. The day-wise list of catering menu will be provided to the OWNERS one month before the start of expedition. If the CHARTERER personnel found any shortage of food item(s) during expedition, a suitable deduction of 10% per personnel per day will be made from the OWNERS Victualling charges.
- 9) The CHARTERERS to give a list of all of the CHARTERERS personnel to the Master on the Vessel's delivery and the Master in consultation with the Leader of the Expedition to allot Boat and Fire stations for all the CHARTERERS's personnel, besides designating Leaders amongst the CHARTERERS personnel for such emergency drills etc.
- 10) The OWNERS to provide facilities and show same on the plans for washing, pantry, recreation, library spaces, indoor sports area etc. The OWNERS confirm that sufficient number of washing machines will be provided for the CHARTERERS personnel.
- 11) The OWNERS will arrange sufficient stock to be kept onboard in way of bedding, bath towels, hand towels, table napkins, keeping in view allowing for change as under: Bedsheets, pillow covers, once and a week; hand/bath towels/table napkins twice a week.
- 12) The OWNERS to arrange supply of sufficient quantity of soaps, detergents, washing soaps, cleaning and scrubbing material, cleaning implements etc. Supply of soaps, detergents and washing soaps etc. to the CHARTERERS's personnel to be in the similar manner as for the Ship's Officers.
- 13) Normally served soft drinks to be onboard in sufficient quantity and to be supplied by the OWNERS to the CHARTERERS personnel's consumption with meals or otherwise. Any extras required by the CHARTERERS personnel such as bond, soft drinks are to be paid for by the CHARTERERS personnel in INR/USD at the same rate as for the Officers/Crew. There should be no disparity in the quality and quantity in supply of Bond, Soft Drinks,

Tea, Coffee, Fresh fruits etc. between what is supplied to the Officers/Crew and the CHARTERERS personnel. For guidance of the CHARTERERS personnel, the cost of bonded articles to be price listed on the Vessel's delivery.

- 14) The OWNERS to supply sufficient number of video films onboard the vessel and the CHARTERERS to assist to acquire Hindi/English films on OWNERS' account.
- 15) The CHARTERERS to keep their individual cabins, mess rooms, recreation rooms, in the super structure/accommodation module including the bathrooms, water closets, clean. The OWNERS doing routine cleaning and maintenance of the Sauna, Toilets, Public Places and alleyways with the CHARTERERS cooperating in keeping these places as clean as possible.
- 16) Food; the OWNERS to arrange and supply Chicken 35%, Fish/Seafood 35%, Goat Meat 30%. Vegetables, soups and fruits of different varieties, yoghurt, Indian pickles and Indian teas of different varieties which pickles and tea may be purchased in India.
- 17) Playing of music during meal timings by the Radio Officer of the ship to be arranged by the OWNERS.
- 18) (a) The CHARTERERS prefer CHARTERERS personnel to be berthed with not more than 3 in a cabin and as far as possible only 2.  
 (b) The food served onboard should be fresh, varied and sufficient and must be planned keeping in mind Indian Style and taste. It is further understood that because of the trade it is impossible to replenish fruits and vegetables and deep frozen to be served.  
 List of food items to be mutually inspected by the CHARTERERS and OWNERS as regards to quality and quantity which can be done on the Vessel's arrival in Kochi, India.  
 (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 throughout **the charter period.**
- 19) The vessel is constructed with heating and air-conditioning system and it is the Master's discretion to regulate temperature in the tropics and cold places to achieve the best possible comfort for all onboard keeping in view inside and outside temperatures.
- 20) Regarding the waste disposal facility on board, the OWNERS have an incinerator on board
- 21) The Vessel will be able to take up welding jobs those may be necessary for securing/anchoring the cargo and other installations such as winch etc. those maybe need for the CHARTERERS personnel for scientific operational purposes.
- 22) OWNERS confirm that
  - a) Airconditioning in the CHARTERERS accommodation spaces is functioning properly.
  - b) The water distillation system onboard 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/internet/Wi-Fi Prices for communications will be as per actual.
- 23) The OWNERS to provide suitable safety railings/nets on main working decks/ other open working space including helipad if any to avoid danger to personnel falling overboard if necessary.
- 24) OWNERS undertake that vessel \_\_\_\_\_ cranes in tandem mode with maximum 5 tons safe working load capacity can discharge CHARTERERS intended equipment's.
- 25) The CHARTERERS will bear port related charges, starting from the date and time of delivery up to the date and time of re-delivery of the Vessels. The CHARTERERS liability will be proportionate on lump-sum and one-time levies stretching beyond this period.
- i. All rooms to have effective air-conditioning and heating.
  - ii. OWNERS to provide minimum 4 liters of drinking water [mineral water bottles] per CHARTERERS's personnel per day.
  - iii. OWNERS to provide good quality furnishings in the Cabins including quilts/blankets/ pillow/ bed sheets/ bed covers towels/ tissue papers etc.
  - iv. OWNERS to provide good quality and adequate crockery and cutlery in the dining hall.
  - v. OWNERS to ensure trouble free and smooth operation of evacuation system of toilets.
- 26) The CHARTERERS will purchase liability insurance covering their personnel, equipment and materials.

Further attachments to the Charter party:

1) 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 voyage to Southern Ocean.

2) 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 voyage to Southern Ocean waters.