

**NATIONAL CENTRE FOR ANTARCTIC & OCEAN RESEARCH**

(Ministry of Earth Sciences, Govt. of India)

Headland Sada, Vasco-da-Gama, Goa – 403 804. INDIA

Phone: +91-832 – 2525520/2525530; Fax: +91-832-2520877

**NOTICE INVITING TENDER**

**TIME CHARTER OF ICE CLASS VESSEL 1A SUPER OR EQUIVALENT  
FOR INDIAN ANTARCTIC EXPEDITION**

**NCAOR/14(102)/18**

Director, National Centre for Antarctic & Ocean Research (NCAOR), an Autonomous Institute under the Ministry of Earth Sciences, Government of India invites sealed tenders under “Two Bid System” (Cover-I – Technical Bid and Cover-II – Financial Bid) for time charter of one Ice Class Vessel 1A Super or equivalent capable of independent navigation with continuous speed of 1.5 knots to proceed/ break through in compact even ice of 1.2m thickness with snow cover of 0.2m and suitable classification equivalent to 1 A super having double skinned hull. The vessel to be supplied along with sufficiently experienced crew for ship’s operation in polar icy waters, maintenance and cargo operation and also to have all the accessories/spares for the satisfactory performance of the vessel for the required Indian Antarctic Expedition for a period of 100 +/- 30 days at NCAOR (Charterers) option for austral summer season i.e. between December 2018 and April 2019 with Charterers option for extension of charter at same rate, terms and conditions for 1+1 subsequent seasons being 2019-20 and 2020-21 during the same period, i.e., December/April of each season.

Tender document can be downloaded from NCAOR website ([www.ncaor.gov.in](http://www.ncaor.gov.in))

Last Date/Time for Submission: Friday, 13 July 2018/ 10:00 Hrs IST

**Scientist In-charge (Antarctic Logistics)**  
National Centre for Antarctic & Ocean Research

Tender No. NCAOR/14(102)/18

Dated: 28 May 2018

**Notice Inviting Tender.**

Sealed tenders are invited under “Two Bid System” (Cover-I : Technical Bid and Cover-II : Financial Bid) for time charter of one Ice Class Vessel for Indian Antarctic Expedition for a period of 100 +/- 30 days at Charterers option for austral summer season i.e. between December 2018 and April 2019 with Charterers option for extension of charter at same rate, terms and conditions for 1+1 subsequent seasons being 2019-20 and 2020-21 (during the same period i.e. between December/April for each season). The details of the tender are given below:-

1.	Tender No.	:	NCAOR/14(102)/18
2.	Description	:	Time Charter of One Ice Class vessel capable of independent navigation with continuous speed of 1.5 knots to proceed/ break through in compact even ice of 1.2m thickness with snow cover of 0.2m and suitable classification equivalent to 1 A super having double skinned hull. The vessel should be sea-worthy in all respects, suitably equipped with all the necessary facilities/utilities and sufficiently experienced crew for ship's operation, maintenance and cargo handling for voyage to and operations in Antarctic waters. Age of vessel: Maximum 35 years on date of opening of Technical Bid-Cover-1. Younger vessel shall be preferred in case of tie in financial offers. Detailed specification and operational requirements of ice class vessel are at Annexure-I.
3.	Charter Period	:	For a period of 100 +/- 30 days at Charterers option during austral summer season. The Charterers option for extension of charter for subsequent season(s) to be exercised by Charterers in the month of April 2019 and 2020 respectively. The option shall be exercised by Charterers based upon performance of each season.
4.	Delivery Period	:	05 <sup>th</sup> – 15 <sup>th</sup> January 2019 for season 2018-19.
5.	Delivery/Re-delivery	:	Alongside berth at Cape Town, South Africa or Mormugao, India.
6.	Endurance	:	At least 90 days stay in Antarctica Water, besides the voyage time to and from Antarctica.
7.	Area of operation	:	The likely areas of operation in Antarctica are Prydz Bay, Lasermann Hills and India Bay between Latitude 66 degree

			to 70 degree South and Longitude 80 degree to 06 degree East.
8.	Last date and time for submitting tender	:	Friday , 13 July 2018, 10:00 hours IST
9.	Date and time of opening of bids	:	a) Technical Bid Friday , 13 July 2018, at 11:00 hours IST b) Financial bid (for Technically qualified bidders) Within three weeks from the date of opening of Technical Bids, date shall be informed later.
10.	Bid Bond	:	INR 5,000,000.0 OR US \$ 75,000.00 in form of Bank Guarantee or Demand Draft.
11.	Bid validity	:	90 days from the last date of submission of bid.
12.	Bid Bond validity	:	90 days from the last date of submission of bid.
13.	Delivery cum Performance Bank Guarantee by the successful bidder only	:	a. Amount-5% of contract value of one time charter season (2018-19). The contract value to be taken as Mobilization and De-Mobilization Charges + Day hire charges x 100 days +any other charges, excluding victualling and communication charges. b. Validity-60 days beyond time charter period tentatively as 15 June 2019. c. If charters exercise option for time charter for second/third season being 2019-20 and 2020-21 the ship owner/ contractor shall extend the validity of Performance Bank Guarantee for the succeeding seasons or shall submit a fresh performance bank guarantee 15 days before the expiry of the performance bank guarantee of the concluding season.
14.	Correspondence Address	:	<b>Scientist In-charge (Antarctic Logistics) National Centre for Antarctic &amp; Ocean Research (NCAOR) Ministry of Earth Sciences, Govt. of India Headland Sada, Vasco-da-Gama, Goa – 403 804. (India). Email. logistics@ncaor.gov.in Phone: +91 832 2525520/530 Fax : +91 832 2520877</b>

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

Bidders are advised to submit the bid complete in all respects as per requirement of tender document clearly specifying their acceptance to all the clauses of bid evaluation criteria, terms & conditions and compliance to the technical specification, mandatory requirement etc; for the vessel offered by them. A draft Model charter party giving details of terms and conditions is appended as Annexure -XI.

**Scientist In-charge (Antarctic Logistics)  
National Centre for Antarctic & Ocean Research**

**LIST OF ANNEXURES**

<b>I.</b>	Detailed specification and operational Requirements of ice class vessel	Page: 5
<b>II.</b>	Instructions to bidders	Page:12
<b>III.</b>	Tender Acceptance Form	Page:15
<b>IV.</b>	Compliance Statement	Page:16
<b>V.</b>	Criteria for Technical Evaluation	Page:17
<b>VI.</b>	Details of offered vessel and Bidder	Page:19
<b>VII.</b>	Proforma of Bank Guarantee towards Bid Bond	Page:23
<b>VIII.</b>	Evaluation Criteria for Financial Bid	Page:26
<b>IX.</b>	Financial Bid Format	Page:27
<b>X.</b>	Proforma for Bank Guarantee for Delivery cum Performance Bond	Page:28
<b>XI.</b>	Model Charter Party Agreement.	Page:31
<b>XII.</b>	Integrity Pact	Page:76

**Annexure – I****SPECIFICATIONS AND OPERATIONAL REQUIREMENT OF ICE CLASS VESSEL  
(SEASON 2018-19 with options for 2019-20, 2020-21)**

The Indian Scientific Expeditions to Antarctica are being launched every year and the forthcoming XXXVIII Expedition is scheduled in the month of December 2018. The vessel is required for all the logistic/scientific operations during the period to comply with the tasks assigned to the team for Season 2018-19 with Charterers (NCAOR) option for up to two subsequent seasons 2019-20 and 2020-21 at same rate, terms & conditions along with sufficiently experienced Crew for ship's operation in polar icy waters, maintenance and cargo operation and also to have all the accessories/spares for the satisfactory performance of the vessel for the required expedition.

**1 CLASS OF THE VESSEL:**

**Ice Class vessel:** capable of independent navigation with continuous speed of 1.5 knots to proceed/ break through in compact even ice of 1.2 m thickness with snow cover of 0.2m and suitable classification equivalent to 1 A super having double skinned hull. The vessel should be sea-worthy in all respects, suitably equipped with all the necessary facilities/utilities for voyage to and operations in Antarctic waters.

**2 CHARTER PERIOD:**

The Charter period for multipurpose Ice Class Vessel shall be 100 +/- 30 days at Charterers option for season 2018-19. The tentative voyage plan for season 2018-19 is given below. Further, the Charterers shall have the option of extending the charter of the vessel for successive Antarctic austral summer seasons 2019-20 and 2020-21. Generally the ship will be mobilized and demobilized at Cape Town, South Africa. However, at Charterers option Mormugao, Goa, India shall be an option in case of need.

<b>Multipurpose Ice Class Ship (100 +/- 30 days) for season 2018-19</b>		
<b>Tentative Itinerary</b>	<b>Date</b>	<b>Duration of Voyage/ Halt</b>
Charter	Tue, 15-01-2019	1
ETD Cape Town	Wed, 23-01-2019	8
Crossing 40 deg S Lat	Fri, 25-01-2019	2
ETA Larseman Hill	Sat, 02-02-2019	8
ETD Larseman Hills	Tue, 12-02-2019	10
ETA India Bay	Mon, 18-02-2019	6
ETD India Bay	Sun, 10-03-2019	20
ETA Larseman Hill	Sat, 16-03-2019	6
ETD Larseman Hills	Tue, 19-03-2019	3
Crossing 40 deg S Lat	Wed, 27-03-2019	8
ETA Cape Town	Fri, 29-03-2019	2
De-Charter	Sun, 31-03-2019	2
<b>Approximate Duration</b>		<b>76</b>

**3 AGE OF THE VESSEL**

The vessel should be sea-worthy in all respects and not older than 35 years on date on opening of Technical Bid-Cover-1, suitably equipped with all the necessary facilities/utilities for voyage to and operations in Antarctic waters. Younger vessel shall be preferred in case of tie in financial offers.

**4 ENDURANCE:**

The vessel should have an endurance of at least ninety days stay in Antarctic waters, besides the voyage time to and from Antarctica. The performance period shall be between December to April of succeeding year. The vessel should have sufficient bunkering facility to store fuels for its own consumption for the entire period of chartering.

**5 FUEL GRADE:**

The vessel should be using Marine Gas Oil (MGO) / Marine Diesel Oil (MDO) as usage of HFO and IFO 180/360 has been banned below 60 degrees south latitude with effect from 01 August 2011.

(<http://www.imo.org/MediaCentre/PressBriefings/Pages/44-MARPOL-amends.aspx>.)

**6 ACCOMODATION:**

6.1 The vessel should have fully air-conditioned accommodation for at least 40 persons of Charterers, besides vessel crew. The entire living accommodation should preferably be in the Super-structure of the vessel. However, in case the accommodation is provided in containerized modules linking super-structure of the vessel, there should not be more than two persons in each living module. There should be attached bath and toilet facilities in each living module. Each cabin should have a working table, chairs and sufficient space for members to keep Antarctic winter clothing and their daily utility items. Each cabin should also have electrical points to operate electrical gadgets.

6.2 Further, expedition Leader's room should be a twin room set with PC/Printer, refrigerator etc. and attached bath and toilet facilities.

**7 FACILITIES FOR HELICOPTER OPERATIONS:**

The vessel should have adequate and hindrance-free facilities for storage and flying operations of two Helicopters (Kamov KA-32 or similar). Kamov are heavy helicopters with a dead weight of 6,610 Kg and maximum Take-off weight as 12,700 Kg. Length, height and width of Kamov shall be approx. 12.5 X 5.5 X 3.5 meters. The vessel should have a suitable helideck of 16m x 14m or bigger suitable for Kamov operations with free access without any hindrance from three sides. Preferably should have hanger facility. In the absence of a hanger, the vessel should have storage facilities for keeping both the helicopters in a convenient hold. It should have proper platform/spreader for lowering and bringing up the helicopter to and from the hold.

**8 CARGO HANDLING FACILITIES:**

The vessel should have cargo storage facilities for trans-shipping about 800 KL of Aviation Turbine Fuel (ATF) conforming to IMO specifications and 4000 MT of general cargo including hazardous cargo (Fuel/Oil/Lubes/Compressed gas cylinders of hydrogen, nitrogen, oxygen, argon, LPG etc.) and standard marine freight containers. In addition, the vessel should also have four refrigerated 40 foot standard containers for trans-shipping frozen and fresh food items of Charterers of about 30.0 MT.

The whole reach and burden of the vessel as available on-board workshops, Radio rooms, cabins for Charterers personnel and spaces required for scientific exploration, experiments and Research work, lawful deck capacity to be at the disposal of charters.

**9 FLAT BOTTOM BARGE**

The vessel should bring along a self propelled flat bottom barge OR a flat bottom barge with a separate tug boat. The barge should be able to take a load of at least 50 MT and should be large enough (at least 17 x 6 mts) to carry 2x 40 feet container or break bulk of equivalent volume. The barge should be strong enough to be operated in icy, open waters of Antarctica with small chunks of ice. For loading / unloading, the barge preferably should have ramp (at least 4 meters) on either side and should be strong enough to bear the load of 50 MT.

**10 CRANES:**

The vessel should have sufficient number of cranes to handle 25.0 MT capacity fully loaded 20 ft marine containers with minimum outreach of 12 m or greater in single crane mode. Two cranes when operated in tandem and should be capable of lifting 50 MT capacity fully loaded 40 feet marine container / break-bulk or other equipment to a minimum outreach of at least 10 m in twin crane mode from the ship on to the Sea-Ice/ ice-shelf at Antarctica. The cranes should have access to all the holds of the vessel so as to have safe cargo operations at Antarctica. Due to unpredictable shelf edge, uneven topography and unexpected breakages of the shelf edge, this requirement is very critical to ensure safety of men and expedition material.

**11 COMMUNICATION AND NAVIGATIONAL FACILITIES:**

The vessel should have adequate communication and navigational equipment on-board for ship and helicopter operations. These include HF, VHF and satellite communication equipment. The satellite communication systems should be pointed towards Indian-ocean region of satellites for uninterrupted access by the charters from India. The vessel should also have Radar, GYRO Compass, Echo-sounder measuring depths up to 400 meters, 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 Antarctic waters. All these equipment should be made available to Charterers personnel for scientific observations and operational requirements. It should have the standby set-ups for all these operationally needed equipment. The vessel should have the non directional beacon equipment for a minimum range of 40 NM, VHF/HF directional



finder, hand-held GPS etc., for helicopter operations. The vessel should have two numbers each independent sounding lead systems and Radar systems for 10 cms and 3 cms respectively and also to have low-altitude Radar scanner to monitor icebergs in close sea-ice, day light screens for monitors and a minimum of two flood light projectors.

12 THRUSTERS:

Preferably the vessel should be equipped with side thrusters for stable positioning of vessel during off loading of cargo on Sea-Ice/ Ice-Shelf in Antarctica

13 VALID CERTIFICATES:

Vessel being offered should possess the following valid certificates at the time of presenting it in sea-worthy condition to Charterers at Port of delivery.

13.1 Classification Certificate.

13.2 International load line certificate.

13.3 Cargo Ship safety construction Certificate.

13.4 Cargo ship safety equipment Certificate.

13.5 Safety Radio Certificate.

13.6 Compliance Certificate to carry Hazardous cargo.

13.7 Safety Management Certificate.

13.8 International Oil Pollution Prevention Certificate.

13.9 Compliance Certificate of Sewage Pollution prevention.

13.10 International Tonnage Certificate.

14 OTHER REQUIREMENTS:

14.1 The vessel should have adequate waste-disposal facilities, recommended for Antarctic waters both for solid and liquid waste generated daily.

14.2 The vessel should have proper medical facilities along with a Doctor / Paramedic to meet the medical needs of the Charterers personnel. The vessel preferably should have MI room for treating in-patients and adequate storage facilities for keeping medicines. The MI room should be equipped with essential furniture items, attached with bath and toilet and a wash basin/sink supplied both hot and cold water running.

14.3 The vessel should have proper kitchen with adequate number of gadgets suited for Indian food and crockery, dining hall to accommodate at least 40 persons and sufficient number of washing machines for the use of Charterers personnel.

14.4 The vessel should have adequate life boats, both at port and star-board sides, sufficient enough to rescue the Charterers personnel and crew, in any unforeseen eventuality.

- 14.5 The vessel should have adequate recreation and conferencing facilities such as TV, Audio, library, gymnasium, table tennis and few in-door games for the use of Charterers personnel.
- 14.6 The vessel should have dedicated office room equipped with PC, internet connectivity, satellite phone, printer and photocopier for the use of Charterers personnel.
- 14.7 The Owners of the vessel should be willing to take up welding jobs those may be necessary for securing/anchoring the cargo including helicopters and any other installations, such as winch, aerial mast etc. those may be needed by the Charterers personnel for scientific/operational purpose.
- 14.8 Adequate fresh water facilities for bath and potable drinking water for consumption by expedition members should be available.
- 14.9 The vessel should have adequate facilities (pumps, hose, connectors, valves etc) to pump (ATF) fuel from the ship's tanks to the fuel tanks kept on ice-shelf at a distance of 500 meters from the shelf. Also should have electric pumps and hose for fueling of Helicopters on board.

## 15 PAYMENT TERMS

- 15.1 Mobilization/ Demobilization charges: 50% of the total amount shall be paid upon delivery of vessel to Charterers at a berth in Cape Town, South Africa or Mormugoa, India within 15 days of submission of invoice in original and remaining 50% shall be paid upon re-delivery of vessel to Owners at a berth in Cape Town, South Africa or Mormugoa, India within 15 days of submission of invoice in original.
- 15.2 Day hire Charges: Day hire charges shall be payable each month in advance starting from date of delivery of vessel within 15 days of submission of invoice in original.
- 15.3 Victualling charges: Victualling charges shall be paid monthly within 15 days of submission of original invoice along with supporting documents duly authenticated by Master of Vessel and Voyage Leader/Charterer representative.
- 15.4 Communication Charges: Communication charges shall be payable as per actual along with supporting documents in form of telephone/data usage bill in original in English Language and or duly authenticate by Master of Vessel and Voyage Leader/Charterer Representative within 15 days of submission of invoice in original.
- 15.5 Bunkers on Delivery: The cost of available bunkers onboard vessel at the time of delivery shall be paid to Owners by Charterers on the basis of On-hire Joint Bunker Survey, at the prevailing rate at which bunkers have been procured by the charters

before commencement of Voyage. The payment shall be made within 15 days of submission of invoice in original.

- 15.6 Bunkers on Re-Delivery: The cost of available bunkers onboard vessel at the time of re-delivery receivable by Charterers on the basis of Off-hire Joint Bunker Survey shall be adjusted against Demobilization charges and/or last charter hire due to Owners at the prevailing rate at which bunkers have been procured by the Charterers before commencement of Voyage or subsequent bunkering if any. The payment shall be made within 15 days of submission of invoice in original by the Owners.
- 15.7 Insurance: If any, claimed separately, shall be paid on pro-rata basis for the duration of charter period of 100 +/- 30 days against duly authenticated proof form competent authority within 15 days of submission of invoice post delivery of vessel to the Charterers.
- 15.8 Address commission to Charterers: @2.5% on gross hire earned and mobilization and demobilization, if any, will be deducted by the Charterers.
- 15.9 Brokerage Commission to Agent: In case of an Indian Nominated Agent/ Broker, commission up to 1.25% plus applicable taxes, on gross charter hire and mobilization/ demobilization charges, if any shall be deducted by the Charterers and paid to the Agents directly in equivalent Indian Rupees within 15 days of submission of invoice in original by the concerned Agent.

16 OFFER SHOULD CONTAIN:

- 16.1 The details of charter hire cost; mobilization/demobilization (Cape Town, South Africa/ Goa, India) costs, victualling etc. for one season i.e. 2018-2019 and same shall be applicable for two consecutive seasons in the event of Charterers exercising their option for second and third seasons being 2019-2020 and 2020-2021.
  - 16.2 The offer should be accompanied by a GA plan of the vessel, type and specification of the fuel to be used and fuel consumption pattern for the voyage from Cape Town and / or Mormugao to Antarctica. The estimated fuel consumption will be treated as final for settlement of fuel costs of Antarctic mission by charters and the figures quoted by the bidders will form part of the competition.
  - 16.3 The details of Antarctica/Arctic voyage undertaken by the vessel and the experience of the crew in such voyages.
- 17 Integrity Pact: All prospective bidders have to submit a duly signed pre-contract integrity pact as per annexure – XII and successful bidder shall enter into integrity pact with the Charterers.

-----X-----

**INSTRUCTIONS TO BIDDERS**

1. Kindly go through the enclosed Notice Inviting Tender (NIT), Bid Evaluation Criteria and Bid documents before submission of bids.
2. Ensure that all documents including the supporting technical literature of the Vessel offered are submitted in English language.
3. Tender document is to be downloaded from NCAOR website (www.ncaor.gov.in),
4. Ensure that the bids are submitted under the “Two Bid System” (Cover-I: Technical Bid and Cover-II: Financial Bid), failing which offer shall be rejected.

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

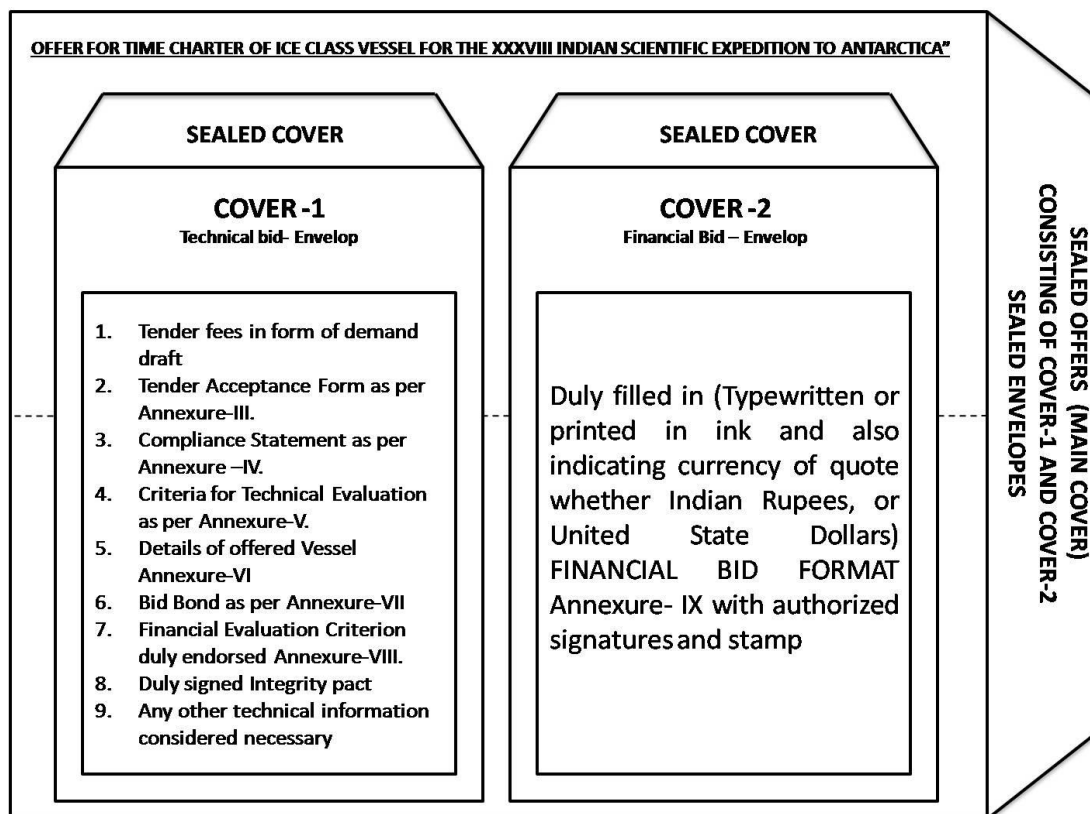
- 4.1.1 Tender Acceptance Form as per Annexure-III duly endorsed in acceptance.
- 4.1.2 Compliance Statement duly endorsed in acceptance as per Annexure –IV.
- 4.1.3 Criteria for Technical Evaluation duly endorsed in acceptance as per Annexure-V.
- 4.1.4 Details of offered Vessel Annexure-VI
- 4.1.5 Bid Bond of requisite value and validity as per Annexure-VII
- 4.1.6 Financial Evaluation Criterion (indicating criteria for evaluation of financial bid) duly endorsed Annexure-VIII.
- 4.1.7 Integrity pact: Pre integrity pact duly signed by the Owners has to be submitted with technical bid.
- 4.1.8 Any other technical information considered necessary

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

- 4.2.1 Duly filled in (Typewritten or printed in ink and also indicating currency of quote whether Indian Rupees, or United State Dollars) FINANCIAL BID FORMAT Annexure- IX with authorized signatures and stamp.

5. Offers to be submitted to this Centre under sealed cover super-scribed “ **OFFER FOR TIME CHARTER OF ICE CLASS VESSEL FOR THE XXXVIII INDIAN SCIENTIFIC EXPEDITION TO ANTARCTICA**” containing technical and financial bids in two separate envelopes, super-scribed as “**TECHNICAL BID**” AND “**FINANCIAL BID**” not later than 1000 IST, Friday, 13-July-2018 on the following address:

**Scientist In-charge (Antarctic Logistics),  
National Centre for Antarctic & Ocean Research,  
Ministry of Earth Sciences, Govt. of India,  
Headland Sada, Vasco da Gama, Goa – 403804, INDIA.**



6. Non-furnishing of the required information by any bidder shall result in rejection of the bid.
7. Ensure that your bid reaches NCAOR, Goa before last date and time for submitting tender. The bids received after the closing date and time of the tender will not be considered.
8. Ensure that each page of the tender document are signed by the Bidder and returned in original to this office along with the bid.
9. NCAOR will not be responsible for the loss of tender form or for the delay in postal transit.
10. The complete bid including the prices must be type written or printed in Ink. Bids written in pencil will be rejected.
11. Currency of quote (Indian Rupees for Indian Bidders OR in case of foreign bidders United State Dollars) should be indicated on the quoted financial bid format (Annexure-IX) 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.
12. Bid Bond shall be forfeited in the following events:

- a). If the offer is withdrawn during the validity period or any extension thereof.
  - b). If the offer is altered or modified in a manner not acceptable to NCAOR during the validity period or any extension of the validity duly agreed by the Bidder or after issue of Letter of Intent (LOI) by the NCAOR.
  - c). If a bidder whose tender has been accepted fails to furnish Delivery cum Performance Bank Guarantee within 15 days before the expiry of Bank Guarantee period for Bid bond.
13. 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.
  14. In case certain clarifications are sought by NCAOR after opening of tenders, the reply of the bidder should be restricted only to the clarifications sought.
  15. Offer(s) to be dropped in box to be placed in NCAOR or may be sent by post or courier. However, NCAOR will not be responsible for delay, loss or non-receipt of application or Tender Document sent by post/courier and will not entertain any correspondence in this regard. Tenders by Fax/E-mail will not be accepted.
  16. NCAOR reserves the right to reject any or all Tenders without assigning any reasons thereof.
  17. In case if the bidder is not the owner, agents or authorized representative should provide a letter from Owners authorizing them to bid on their behalf.

**ANNEXURE – III**

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

**TENDER ACCEPTANCE FORM**

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

1. Having examined the Tender Document NCAOR/14(102)/18 dated \_\_\_\_\_ along with all Annexure for the performance of the Services tendered for, we, the undersigned, hereby offer to perform the Services in conformity with all the conditions set out in the Tender Document.
2. We agree to abide by this Tender for a period of 90 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. We understand that NCAOR is not bound to accept the lowest or any Tender received.

Signature.....

Name.....

For and on behalf of

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

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

.....

Date:.....

**ANNEXURE – IV**

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

**COMPLIANCE STATEMENT**

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

S. No.	Condition	Complied (Yes/ No)	Remarks, if any
1	Submission of bids in "Two Bid System". (Cover-I : Technical Bid and Cover-II : Financial Bid)		
2	Submission of Bid Bond INR 5,000,000.00 / USD 75,000.00 along with Technical Bid.		
3	Unconditional validity of bid for 90 days from the last date of submission of bid.		
4	Acceptance for submission of Delivery cum Performance Bank Guarantee for execution of contract for a sum equivalent to 5 % of contract value for one season, in case of award of contract to the bidder.		
5	In the event of the agreement being extended for second and / or third successive seasons being 2019-20 and / or 2020-21 the bidder accepts to extend Delivery cum Performance Bank Guarantee or submit a fresh 15 days before the expiry of the earlier.		
6	Offer submitted in original, each page duly signed by the Owners/ authorized representative.		
7	Bidder accepts to render services on specifications, terms and conditions mentioned in the tender document.		
8	Submission of authority letter from Owner, in case bidder is not Owner.		
9	Submission of pre contract integrity pact.		

Signature.....

Name.....

For and on behalf of

.....

.....

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

.....

Date:.....



**Annexure –V**

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

<b>Criteria for Technical Evaluation</b>			
<b>S. No</b>	<b>Specification</b>	<b>Description</b>	<b>Complied / Not Complied</b>
1	Age of vessel	Not more than 35 Years	
2	Class of the Vessel	Ice Class 1A super or equivalent with double skinned hull.	
3	Seaworthiness	The vessel should be seaworthy in all respects, suitably equipped with all the necessary facilities/utilities for voyage to and operations in Antarctic waters.	
4	Ice breaking capability	Capable of independent navigation with continuous speed of 1.5 knots to proceed in compact even ice of 1.2 m thickness with snow cover of 0.2 m.	
5	Cargo capacity	4000MT of general cargo in standard marine freight containers	
6	Space for carrying aviation turbine fuel in inbuilt tanks / tanktainers	Minimum 800 KL	
7	On board Crane Capacity	Sufficient number of cranes to handle 25 MT with single crane and 50 MT with two cranes in tandem or at least 1 crane with 50 MT capacity.	
8	Reach of the crane (m)	Minimum outreach of 12 m or greater in single crane mode for 25 MT and at least 10 m in twin crane mode for 50 MT.	
9	Storage for fresh provisions (+4 degree Celsius).	Two 40' reefer containers or equivalent space	
10	Storage for frozen provisions (-20 degree Celcius)	Two 40' reefer containers or equivalent space	

11	Life boats / rescue boats (with capacity for no. of persons)	For all expedition passengers on board vessel.	
12	Passenger capacity with suitable accommodation	Minimum 40	
13	Flat Bottom Barge	A self propelled flat bottom barge OR a flat bottom barge with a separate tug boat. Capable to take a load of at least 50 MT and large enough to carry 2x 40 feet container or break bulk of equivalent volume.	
14	Fuel Type for vessel consumption	Marine Gas Oil	
15	Endurance (No of Days)	At least ninety (90) days stay in Antarctic waters, besides the voyage time to and from Antarctica.	
16	Helideck	Suitable hindrance free helideck of 16m x 14m or bigger suitable for Kamov with maximum take off weight 12,700 kg.	
17	Hanger	Suitable for two Kamov 32 or similar helicopters.	
18	Fueling Station from bulk fuel tanks	For fueling directly from bulk tanks to helicopters	

Signature.....

Name.....

For and on behalf of

.....

.....

.....

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

.....

Date:.....

**ANNEXURE- VI**

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

**DETAILS OF OFFERED VESSEL AND BIDDER**

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

		<b>Details</b>	<b>Details of Supporting Document(s) Appended</b>
<b>1</b>	<b>BIDDER/AGENT COMPANY</b>		
	Address		
	Contact Person		
	Contact Number		
	Fax Number		
	Email		
<b>2</b>	<b>REGISTERED OWNER</b>		
	Address		
	Contact Person		
	Contact Number		
	Fax Number		
	Email		
<b>3</b>	<b>Vessel Name</b>		
3.1	Year of Built		
3.2	Year of registration		
3.3	Year of refit/ refurbishment		
3.4	IMO Number		
3.5	Ice class of the vessel		
3.6	Seaworthiness		
3.7	Capability of independent navigation in sea ice with continuous speed of 1.5 knots.		
3.8	Type of vessel (Cargo/Research /etc.)		
3.9	Length (m)		
3.10	Breadth (m)		
3.11	Draft max. (m)		
3.12	Gross Tonnage (MT)		
3.13	Net Tonnage (MT)		
3.14	Dead Weight Normal Operation (MT)		

	<b>CARGO FACILITIES</b>		
3.15	Cargo Holds (m3)		
3.14	Cargo Deck Area (m2)		
3.15	Number of Holds/Hatches		
3.16	TEU Capacity ( 20')		
3.17	Storage tanks for aviation fuel (JET A1) in bulk whether inbuilt or tanktainers		
3.18	Capacity of inbuilt usable fuel tanks for aviation fuel (number and capacity)		
3.19	Capacity to carry 24 KL tanktainer for aviation fuel		
3.20	Compliance for carrying hazardous cargo (Fuel/Oil/Lubes/Compressed gas cylinders of hydrogen, nitrogen, oxygen, argon, LPG etc.)		
3.21	Number of Cranes and maximum load lifting capacity		
3.22	Maximum Lifting capacity with single crane (MT)		
3.23	Maximum Lifting capacity with two cranes in tandem (MT)		
3.24	Maximum outreach of single crane (m)		
3.25	Maximum outreach of two cranes (m) in tandem		
3.26	Potable Water Capacity (m3) in tanks		
3.25	Water Production/day (m3)		
3.26	Volume for storage for dry provisions (m3 )		
3.27	Volume for storage for fresh provisions (+4° Celsius) (m3)		
3.28	Volume for storage for frozen provisions (-20° Celsius) (m3)		
3.29	Number of life boats /		

	rescue boats with capacity for number of persons		
3.30	Number of life rafts with capacity for number of persons		
3.31	Size (Lx B) and load capacity (MT) of self propelled flat bottom barge/ barge with tug boat.		
3.32	GA plan of vessel (to be enclosed)		
<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		
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 Consumption per 24 hrs Normal Cruising (MT)		

5.12	Fuel Consumption per 24 hrs Max Speed (MT)		
5.13	Fuel Consumption per 24 hrs Penetrating Ice (MT)		
5.14	Endurance in Antarctic waters excluding journey time (Number of Days)		
5.15	Thrusters -type and number(s)		
<b>6</b>	<b>AVIATION FACILITIES</b>		
6.1	Helideck Dimension (L x B) m		
6.2	Helideck – Max Takeoff Weight kgs		
6.3	Heli Hanger Dimension (L x B) m		
6.4	Fueling Station from bulk fuel tankers (Yes/No)		
6.5	Numbers and year(s) of Antarctic/Arctic voyages undertaken by the vessel		

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

Signature.....

Name.....

For and on behalf of

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

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

.....

Date:.....

**PROFORMA OF BANK GUARANTEE TOWARDS BID BOND**

To

**National Centre for Antarctic & Ocean Research**

(Ministry of Earth Sciences, Govt. of India)

Headland Sada, Vasco-da-Gama,

Goa – 403 804. (INDIA)

Dear Sir,

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

\_\_\_\_\_ (hereinafter called the bidder which expression shall, unless repugnant to context or meaning thereof, mean and include all its successors, administrators, executors and assignees) are submitting a Tender Reference No. NCAOR/14(102)/18 (hereinafter referred to as Tender) and bidder having agreed to furnish an unconditional and Irrevocable Bank Guarantee of **INR 5,000,000.00 /US \$ 75,000.00 (Indian Rupees fifty Lacs only / US Dollars Seventy Five Thousand only)(as applicable)** for the due performance of Bidders obligations as contained in the terms of the Notice Inviting Tenders, Instructions to Bidder and other terms and conditions contained in tender documents especially the condition that bidder shall keep his tender open for a period of **90 days i.e. from (last date of receipt of tender) -----** or as extended from time to time and shall not withdraw or modify it to which the bidder has given absolute and unconditional acceptance and undertaking and is bound without any reservations as to any matter or thing whatsoever on such acceptance. NCAOR has agreed to sell the tender documents and examine and consider the tender submitted by the bidder which forms an initial contract between the parties, separate and distinct from one that may come into existence in case tender of the bidder is accepted by the NCAOR.

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 5,000,000.00/US\$ 75,000.00 (as applicable)**\_\_\_\_\_ or in such convertible currency as acceptable to the NCAOR any or all money to the extent of **INR 5,000,000.00/US\$ 75,000.00 (as applicable)**\_\_\_\_\_ only at any time without any demur, reservations, recourse, context or protest and/or without any reference to the bidder and any such demand made by the NCAOR on the Bank shall be conclusive and binding notwithstanding any difference between the NCAOR and the bidder or any dispute pending before any court, arbitrator or any other authority and/or any other matter whatsoever. We also agree that guarantee herein contained shall be irrevocable unless it is invoked, earlier by the NCAOR in writing. The guarantee shall not be determined/discharged/affected by the liquidated, winding-up, dissolution or insolvency of the bidder and will remain valid, binding and operative against the bank.

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

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

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

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

7. Notwithstanding anything contained herein above, our liability under this guarantee is limited to **INR 50,00,000.00/US\$ 75,000.00 (as applicable)**\_\_\_\_\_ in aggregate and it shall remain in full force upto and including 30 days after \_\_\_\_\_ (last date of the validity period) unless extended further from time to time, for such period as may be instructed in writing by M/s. \_\_\_\_\_ **(Name of the Bidder)**\_\_\_\_\_ on whose behalf this guarantee has been given, in which case it shall remain in full force upto and including 30 days after the extended date. Any claim under this guarantee must be received by us from last date of the validity period or before the expiry of 30 days from the extended date, if any, if no such claim has been received by us within the 30 days after the said date/extended date, the NCAOR's right



under this guarantee will cease. However, if such a claim has been received by us within and upto 30 days after the said date/extended date, all the NCAOR's right under this guarantee shall be valid and shall not cease. In case bidder (hereinafter called "Contractor") becomes successful bidder as declared by NCAOR, i.e. his tender is accepted the validity of this Bank Guarantee will automatically be extended until the Contractor furnishes to the NCAOR a Bank Guarantee for an amount equivalent to 5% 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 90 days after last date of validity period or extended period. If no such claim has been received by us within 90 days after the said date/extended date, the NCAOR's right under this guarantee will cease. However, if such claim has been received by us within and upto 90 days after the said date/extended date, all the NCAOR's right under this guarantee shall be valid and shall not cease.

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 \_\_\_\_\_, 2018 at \_\_\_\_\_.

Witness:

Signature:

Signature

(Full name in capital letters)

Designation with Bank stamp

Attorney as per Power Attorney

(Full name in Capital letter)

Official address:

Date: \_\_\_\_\_

**ANNEXURE – VIII**

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

**EVALUATION CRITERIA FOR FINANCIAL BID**

The Quotes should be submitted in the following format:

- *Indian bidders should quote in Indian Rupees 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 currency (Indian Rupees/ United States Dollars) shall be rejected.*
- *Quoted price should be inclusive of Address/Brokerage/Agent commission.*
- *Bids shall be evaluated in equivalent Indian Rupees at the closing market rate of Foreign exchange (Billing Selling) as declared by SBI on the day of opening of Financial bids.*

• A.

<b>Sl. No</b>	<b>Description</b>	<b>Rate Rate in ..... (Indicate appropriate currency of quote)</b>	<b>Total Rate in ..... (Indicate appropriate currency of quote)</b>
1.	Mobilization & De-Mobilization (Lump Sum) Cape Town, South Africa	Do not write here	Do not write here
2.	Day rate x 100 days	Do not write here	Do not write here
3.	Victualling charges 40 pax for x 100 days.	Do not write here	Do not write here
4.	Insurance ( if claimed separately)	Do no write here	Do not write here
5.	Other charges if any, please specify	Do no write here	Do not write here
<b>GRAND TOTAL</b> <b>(The grand total will decide the lowest bidder.)</b>			Do not write here

- *Address commission to Charterers @2.5% on gross hire earned and Mobilization and deMobilization will be deducted by the Charterers.*
- *Brokerage Commission to Agent: In case of an Indian Nominated Agent, commission as agreed between the Owners and the Agent shall be deducted by the Charterers and paid to the Agents directly in equivalent Indian Rupees.*

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

**FINANCIAL BID FORMAT**

The Quotes should be submitted in the following format:

- *Indian bidders should quote in Indian Rupees 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 currency (Indian Rupees/ United States Dollars) shall be rejected.*
- *Quoted price should be inclusive of Address/Brokerage/Agent commission.*
- *Bids shall be evaluated in equivalent Indian Rupees at the closing market rate of Foreign exchange (Billing Selling) as declared by SBI on the day of opening of Financial bids.*

**A.**

Sl. No	Description	Rate in ..... (Indicate appropriate currency of quote)
1.	Mobilization and De-Mobilization (lump sum) Cape Town, South Africa	
2.	Day rate	
3.	Victualling charges per person per day	
4.	Insurance ( if claimed separately)	
5.	Other charges if any, please specify	
<b>GRAND TOTAL</b>		

**B.**

Sl. No	Description	Rate in ..... (Indicate appropriate currency of quote)
1.	Mobilization and De-Mobilization (LumpSum) for Mormugao, India	

- *Address commission to Charterers @2.5% on gross hire earned and Mobilization and deMobilization will be deducted by the Charterers.*
- *Brokerage Commission to Agent: In case of an Indian Nominated Agent, commission as agreed between the Owners and the Agent shall be deducted by the Charterers and paid to the Agents directly in equivalent Indian Rupees.*

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

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

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

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

Date \_\_\_\_\_

To

**National Centre for Antarctic & Ocean Research**

(Ministry of Earth Sciences, Govt. of India)

Headland Sada, Vasco-da-Gama,

Goa – 403 804. (INDIA)

Dear Sir,

In consideration of National Centre for Antarctic & Ocean Research having its registered office at Headland Sada, Vasco-da-Gama, Goa – 403 804 INDIA (hereinafter referred to as "THE NCAOR") which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns and having entered into a Contract/Notification of Award of Contract dated \_\_\_\_\_ (hereinafter called "THE CONTRACT") which expression shall include all the amendments thereto with M/s. \_\_\_\_\_(name of Company) \_\_\_\_\_ having its Head/Registered Office at \_\_\_\_\_(address)\_\_\_\_\_ (hereinafter referred to as "THE CONTRACTOR") which expression shall unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns and the contract having been unequivocally accepted by the Contractor resulting in a contract for an estimated value at INR./US \$ -----(of contract value of one time charter season which is to be taken as Mob-DeMob Charges + Day hire charges x 100 days +any other charges but excluding victualling and communication charges if any) (Indian Rupees/US Dollars \_\_\_\_\_) for one Expedition season Contract for time Charter of One suitable ship (**Name of the vessel & IMO Number**) for Antarctic Operations and the NCAOR having agreed that the Contractor shall furnish to the NCAOR Delivery cum Performance Guarantee for the delivery of one number of specified ship as well as faithful performance of the entire contract to the extent of 5% of the one EXPEDITION SEASON / Time Charter value of the contract i.e. INR./US \$ ----- (Mob and DeMob Charges + Day hire charges x 100 days +any other charges but excluding victualling and communication charges if any) \_\_\_\_\_. We (Bank)

\_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as "THE BANK" (which expression shall unless repugnant to the context or meaning thereof, include all the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay on demand to the NCAOR any money or all monies to the extent of INR./US \$ \_\_\_\_\_ (Rupees/US Dollars \_\_\_\_\_) in aggregate on breach of contract by the contractor at any time without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the NCAOR on the Bank shall be conclusive and binding notwithstanding any difference between the Charterer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrators or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the NCAOR in writing.

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

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

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

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

6. We further agree that as between us and NCAOR for the purpose of this Guarantee any notice given to us by the NCAOR that the money is payable by the Contractor and any amount claimed in such notice by the NCAOR shall be conclusive and binding on us notwithstanding any difference between the NCAOR and the Contractor or any dispute

pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our constitution or that of the Contractor. We also undertake not to revoke this Guarantee during its currency.

7. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to INR./US \$ \_\_\_\_\_ (Indian Rupees/US Dollars \_\_\_\_\_) in aggregate and it shall remain in full force upto \_\_\_\_\_ and including sixty days after \_\_\_\_\_ unless extended further, from time to time for such period as may be instructed in writing by \_\_\_\_\_ M/s. \_\_\_\_\_ whose behalf this Guarantee has been given in which case it shall remain in full force 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 have been received by us within the sixty (60) days after the said date/extended date, the NCAOR's right under this Guarantee will cease. However, if such a claim has been received by us within and up to sixty (60) days after the said date/extended date, all the NCAOR's right under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

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

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2018 at \_\_\_\_\_

WITNESS:

(SIGNATURE)

SIGNATURE: \_\_\_\_\_

NAME

NAME & DESIGNATION WITH

BANK STAMP

OFFICIAL ADDRESS

**Model Charter Party Agreement**

**THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE UNIFORM TIME-CHARTER**

Goa \_\_/\_\_/2018

**DESCRIPTION OF VESSEL:**

It is this day mutually agreed between \_\_\_\_ (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.

**AND**

**CHARTERERS :**

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

**1. PERIOD:**

The Owners let and the Charterers hire the vessel for a period of 100 days +/- 30 days in charterer's option for the vessel to be mobilized from Cape Town / Mormugoa for a voyage to and from Antarctica for the Antarctic season during the period of December, 2018/April, 2019 with Charterers option for Season 2019/2020 and Season 2020/2021 during the period of December/April of each season, if and when Charterers exercise said option(s). Option(s) will be decided by Charterers based upon performance of each Season. The vessel is capable of reaching and staying in the Antarctic locations selected by the Charterers in cooperation with the Master who will make the final decision for a minimum period of 90 (ninety) days after arrival at the Charterer's intended location(s). The area of operation in Antarctica are Prydz Bay, Lasermann Hills and India Bay between Latitude 66 degree to 70 degree South and Longitude 80 degree to 06 degree East spread over a duration of not more than 5 months, longest possible period the vessel can stay as per the Master's discretion in consultation with the Charterer's Representative. It is understood that it is to be the absolute decision of the Master with due regard to the safety of the vessel regarding the duration of stay in Antarctic waters. The Owners will endeavor to stay longer within the dates, weather permitting for the time (not on a Sunday or a legal holiday unless taken over) the Vessel is delivered and placed

at the disposal of the Charterers between 9 a.m. and 6 p.m. during weekdays Monday to Friday and between 9 a.m. and 2 p.m. if on a Saturday.

**PORT OF DELIVERY:**

(B) At one safe port Cape Town, South Africa or Mormugoa , 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 2018-19 to be declared at the time of finalization of Agreement and the said option for season 2019-20 and 2020-21 to be declared at the time of exercising the option each season.

**TIME OF DELIVERY:**

(C) The vessel to be delivered between the 10/20<sup>th</sup> January, 2018 at Cape Town or at Charterers option at Mormugoa. The Owners to keep the Charterer updated as accurately as possible on the vessel's expected delivery dates. If Charterers exercise option for optional season(s), the delivery laycan will be the same 10/20 December for 2019-20 and 2020-21 also unless otherwise mutually agreed between Owners and Charterers.

**2. TRADE:**

The Vessel to be employed in lawful trades for the carriage of lawful merchandise only between good and safe ports or places where she can safely lie always afloat within the following limits: The Vessel to be employed as a scientific research vessel in any part of the world as directed by the Charterers including tropical waters, Antarctica Area and the Antarctic Continental ice shelf. Likely area of operations broadly extending between Latitude 66 degree to 70 degree South and Longitude 80 degree to 06 degree East for the purpose of Scientific exploration, experiments and research for vessel. The vessel will carry and land scientists, Charterer's personnel and their equipment including helicopters and other scientific equipment and materials.

The Vessel to be employed in lawful trades for the carriage of lawful merchandise only between good and safe ports or places where she can safely lie always afloat within the following limits: The Vessel to be employed as a scientific research vessel in any part of the world as directed by the Charterers including tropical waters, Antarctica Area and the Antarctic Continental ice shelf. Likely area of operations broadly extending between Latitude 66 degree to 70 degree South and Longitude 80 degree to 06 degree East; near Prydz Bay (Larsemann Hills area) and India Bay for the purpose of Scientific exploration, experiments and research and for closest to landing area chosen by Master of the vessel(s) in consultation with the Leader of the Expedition for overboard discharge of Charterer's cargo / equipment on fast ice for haulage to the inland area in the Larsemann Hills area.

No livestock nor injurious, inflammable or dangerous goods (such as Acids, Explosives, Calcium Carbide, Ferro Silicon, Naphtha, Motor Spirit, Tar or their products) to be shipped unless carried / handled and stored according to IMO Rules.



In the event that upon the vessel's arrival at Prydz Bay in the local ice conditions deem it not safe to discharge overboard on to the fast ice the Charterer's cargo / equipment, then the Owners will discharge the cargo for delivery to the shore using a boat, pontoon barges to safely land the Charterer's cargo / equipment provided the conditions of the coast permit such discharge. The use of the boat and pontoon barges is free of any costs and expense to the Charterers.

Upon the vessel's arrival, the access to the shore is hampered by rocky conditions which would hinder the safe beaching of the barge(s), whence the workers contracted to by the NCAOR will prepare landing sites for the barges.

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

The Owner to provide and pay for all provisions and wages, for insurance of the Vessel, for all deck and engine-room stores and maintain her in a thoroughly efficient state in hull and machinery during service. The Owner to provide adequate number of Crane Drivers and Crew for mooring winches, windlass on board for the Charterer's stores, equipment, scientific exploration, experiments and research or any other nautical operations including the charterer's personnel gear, aviation fuel, helicopters or any other materials agreed.

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

The Charterer to provide and pay for all fuel oil, diesel oil, port charges, pilotages (whether compulsory or not), canal steersmen, boatage, lights, tug assistance, consular charges (except those pertaining to the Master, Officers and Crew), canal, dock and other dues and charges including any Indian general municipality or state taxes, also all dock, harbour and tonnage dues at the ports of delivery and re-delivery (unless incurred through the cargo carried before delivery or after re-delivery), agencies, commissions, also to arrange and pay for loading, trimming, stowing (including dunnage and shifting boards, excepting any already on board), unloading, weighing, tallying and delivery of cargoes, surveys on hatches and all other charges and expenses whatsoever including detention and expenses through quarantine (including the cost of fumigation and disinfection) provided the Charterers are not liable to provide or pay for matters attributable to the Owner.

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

### **5. BUNKERS:**

The Charterer at the port of delivery and the Owner at the port of re-delivery to take over and pay for all fuel oil and marine diesel oil remaining in the vessel's bunker tanks which quantity to be about the same at the time of delivery and re-delivery and to be paid at the rates ruling at which the Charterers procure IFO and MDO to stem the Vessel at the time of its delivery at Cape Town. The Vessel to be delivered and re-delivered with not less than 30 tons IFO and 75 tons MDO in the vessel's bunker tanks.

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

The Charterers to pay as hire: See Clause 62.

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

The Vessel to be re-delivered on the expiration of the Charter in the same good order as when delivered to the Charterers (fair wear and tear excepted in this trade including normal ice damages) at one safe port at a safe berth at Cape or at Mormugoa, India as declared by Charterers between 9 a.m. and 6 p.m. during weekdays Monday to Friday and between 9 a.m. and 2 p.m. on Saturday, but the day of re-delivery shall not be a Sunday or a legal holiday.

## **NOTICE:**

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

## **8. CARGO SPACE:**

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

## **9. MASTER:**

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

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

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

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

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

(A) In the event of dry-docking or other necessary measures to maintain the efficiency of the Vessel, deficiency of Owner's men or Owner's stores, breakdown of machinery, damage to hull or other accident, either hindering or preventing the working of the Vessel and continuing for more than twenty four consecutive hours, no hire to be paid in respect of any time lost thereby during the period in which the Vessel is unable to perform the service immediately required. Any hire paid in advance to be adjusted accordingly.

(B) In the event of the Vessel being driven into port or to anchorage through dangerous stress of 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 resulting from such detention to be for the Charterer's account even if such detention 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 Owner's servants.

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

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

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

#### **13. ADVANCES:**

The Charterers or their Agents to advance to the Master, if required, necessary funds for ordinary disbursements for the Vessel's account at any port charging only interest at 6% per annum, such advances to be deducted from hire.

#### **14. EXCLUDED PORTS:**

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

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

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

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

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

See Clause 30

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

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

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

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

#### **19. SUBLET:**

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

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

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

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

**(Clause 20 continued)**

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

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

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

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

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

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

F) The vessel shall have liberty:

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

**(Clause 20 continued)**

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

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

(iv) to divert and discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier:

(v) to divert and call at any other port to change the crew or any part thereof or other persons on board the Vessel where there is a reason to believe that they may be subject to internment, imprisonment or other sanctions:

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

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

**21. CANCELLING:**

Should the Vessel not be delivered as set out in the Clause 1C above i.e. by the 15<sup>th</sup> January 2019 and for optional season(s), if exercised, by 15<sup>th</sup> December, 2019 and by 15<sup>th</sup> December, 2020, the Charterers to have the option of cancelling the Charter.

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

Without prejudice and in addition to Clause 11 (A), Clause 32 and Clause 69 of Model Charter Party during vessel's performance in Antarctica waters, should the vessel's performance be hindered due to accident arising out of grounding, ice damage, water ingress incapacitating the vessel from normal voyage, resultant of which accident/damage, the Classification Society 'suspends' her Class, for not able to send their approved Surveyor for assessment of post-repairs to the damage caused to the vessel undertaken by vessel's Officers, Engineers and Crew (to continue with the vessel's voyage to nearby safe port, drydock and/or ship repair's facility etc.) without drydocking and ship repairs necessary to rectify the damage caused to the vessel and restoring her Class after ship repairs etc. the Charterers have the option of terminating the Charter by giving notice in writing by email to Owners with effect from the date on which said notice of termination is sent

to Owners. Subsequent to said termination notice, Owners shall not be entitled to charterhire charges for rest of contracted duration of Charter and/or deMobilization charges for said Season. Any charter hire charges paid in excess view Charterers are paying every 30 (thirty) days in advance will be reimbursed to Charterers by Owners promptly within 7 (seven) working days alongwith cost of bunkers remaining on board the vessel, per Master/Chief Engineer's daily Report/Notice furnished by them to Charterers ((which was replenished by Charterers at port of delivery)). This sub-clause is without prejudice to any rights of Charterers or obligations of Owners under this Charter Party.

**22. DISPUTE RESOLUTION:**

See Clause 28

**23. GENERAL AVERAGE:**

General Average to be settled in London with English Law applying according to the York / Antwerp Rules 1994 and subsequent modification thereof. Hire not to contribute to General Average.

**24. COMMISSION:**

a. The Owners to pay an Address commission of 2.5% on the gross hire earned and Mobilization / deMobilization charges to the Charterers. The Address Commission shall be deducted by the Charterers while paying charter hire and Mobilization / deMobilization charges.

b. 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 / deMobilization charges. The same shall be deducted by the Charterers while paying charter hire and Mobilization / deMobilization charges to the ship Owners and will be paid to the Indian agent in Indian Rupees converted at the exchange rate prevailing on the day of payment.

Clauses № 25 to 75, both inclusive as attached and "For good order sake" Item 1 to 30 as attached and "HELIDECK PLAN" (Duly Certified) and "STOWAGE PLAN" for Aviation Fuel, General Arrangement documents and reference to 'Fire fighting and Life saving appliances, Estimated fuel consumption pattern Per annexure I, as attached herewith, are deemed to be incorporated in this charter party.

**OWNERS**

.....

**CHARTERERS**

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

**Clause 25(A)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2. DRAFTS/DEADWEIGHT MTRS/MTNS**

SUMMER \_\_\_\_/\_\_\_\_

WINTER \_\_\_\_/\_\_\_\_

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

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

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

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



**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

(Clause 25(A) continued)

**3. TONNAGE GROSS/NET**

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

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

PANAMA: \_\_\_\_

**4. DIMENSIONS OF CARGO SPACES**

HOLDS

NO. LENGTH BREADTH HEIGHT

TWEENDECKS

NO. LENGTH BREADTH HEIGHT

HATCHES DIMENSIONS

NO. MAIN DECK/BETWEEN TWNS/HOLDS POSITION

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

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

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

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

HATCH COVERS:

PILLARS :

HOLD CAPACITY

NO. BULK/CBM BALE/CBM

TWEENDECKS CAPACITY

CONTAINER CAPACITY IN UNITS 20/40 FEET :

HOLD, TWEENDECK, HATCH COVERS:

CONTAINER FITTED: VESSEL PROVIDED WITH STANDARD LASHING MATERIAL

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

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

HOLD(s)

HATCH COVERS:

TANK TOP:

TWN DECK:

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

(Clause 25(A) continued)

**7. CARGO GEAR:**

NUMBER OF CRANES: \_\_\_\_\_  
MANUFACTURER: \_\_\_\_\_  
MANUFACTURERS NOS: \_\_\_\_\_

CRANES CAPACITY: \_\_\_\_\_  
MAX RADIUS (MTRS): \_\_\_ M (HOOK)  
MIN RADIUS (MTRS): \_\_\_ M  
HIGHEST HOOK POSITION: \_\_\_ M ABOVE DB  
HOISTING SPEED: \_\_\_ M/MIN  
SLEWING SPEED: \_\_\_ RPM  
LUFFING TIME: \_\_\_ SEC (TOPPING OF JIB)  
SLEWING SECTOR: \_\_\_/DOUBLE \_\_\_ GRAD

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

**9. AUXILIARY ENGINE** : \_\_\_ UNITS  
TYPE : \_\_\_  
RPM : \_\_\_  
FUEL GRADE : \_\_\_  
GENERATORS : \_\_\_  
OUTPUT : \_\_\_

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

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

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

(Clause 25(A) continued)

**12. CONSUMPTION**

SERVICE SPEED/DAILY CONSUMPTION

SEA LOADED PASSAGE:

SEA BALLAST PASSAGE:

IN PORT

IDLE:

WITH SHIP'S CRANE IN USE

PORT CONSUMPTION:

ADDITIONALLY

BALLASTING/DEBALLASTING: \_\_\_ MTS MDO

IN WINTER(-30 DEG C) \_\_\_ MTS MDO

BOILER IS REQUIRED: \_\_\_ MTS IFO 40

THEN AIR TEMP. BELOW 5 DEG \_\_\_ MTS IFO 40

THEN AIR TEMP -30-40 DEG (C) \_\_\_ MTS IFO 40

ANY OTHER CONDITION

**13. TANK CAPACITY**

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

FUEL OIL: 90 PCNT: \_\_\_/\_\_\_ T/CBM (INCL OVERFLOW TANK)

TOTAL: \_\_\_/\_\_\_ T/CBM

DIESEL OIL: 90 PCNT: \_\_\_/\_\_\_ T/CBM

LUBRICATING OIL: \_\_\_/\_\_\_ T/CBM

ALL SLUDGE AND DIRTY TANKS: \_\_\_/\_\_\_ T/CBM

FRESH WATER TANKS CAPACITY: \_\_\_ CBM

UNPUMPABLE TANK RESIDUES:

FUEL \_\_\_ MTS

LUB \_\_\_ MTS

BALLAST \_\_\_ MTS

FW \_\_\_ MTS

OTHER \_\_\_ MTS

**14. BALLASTING SYSTEM.**

BALLAST PUMP:

CBM/HOUR

BALLASTING TIME: \_\_\_ HRS

DEBALLASTING TIME: \_\_\_ HRS

TOTAL DEBALLASTING: \_\_\_ HRS

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

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

**(Clause 25(A) continued)**

CONNECTING FLANGE DESCRIPTION:

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

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

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

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

**16. ALL KIND OF MANAGEMENT**

OWNERS:

NAME:

ADDRESS

COUNTRY

TEL:

FAX:

E-MAIL:

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

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

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

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

CERTIFICATE NAME    DATE OF ISSUED DATE OF LAST DATE OF EXPIRE

ANNUAL ENDORSEMENT

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

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

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

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

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

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

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

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

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

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

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

**18. INSURANCE – \_\_\_\_\_**

ALL PRESCRIBED CERTIFICATES IN THE “SPECIFICATION OF SHIP DATED \_\_\_\_\_ WOULD BE VALID ON VESSEL’S DELIVERY. FOR \_\_\_\_\_ OWNERS WOULD FURNISH A CERTIFICATE THAT “PERFORMING VESSEL WOULD MEET

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

**(Clause 25(A) continued)**

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

LASHING FOR CARRIAGE OF TIMBER: \_\_\_

SHOES FOR STANCHIONS: \_\_\_

AUSTRALIAN HOLD'S LADDERS FITTED: \_\_\_

CO2 FITTED: \_\_\_

ITF FITTED: \_\_\_

GRAIN FITTED: \_\_\_

ELECTRIC VENTILATION FITTED: \_\_\_

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

**21. LIFE BOATS/ LIFE RAFTS/ZODIAC**

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

NUMBER OF LIFE RAFTS:\_\_\_

CAPACITY \_\_\_

NO OF ZODIAC/LANDING CRAFTS:

AVAILABLE : CAPACITY 6 PERSONS

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

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

DINING HALL (SITTING CAPACITY)

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

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

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

(Clause 25(A) continued)

**26. BOILER:**

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

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

TOTAL \_\_\_/\_\_\_ TONS/CBM

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

HENCE TOTAL : 2384 TONS

**28. SPEED**

MAXIMUM

IN LOADED/BALLAST CONDITION \_\_\_KNOTS

SPEED NORMAL CRUISING

IN LOADED/BALLAST CONDITION \_\_\_\_ KNOTS

**29. HELIDECK DIMENSIONS**

LENGTH \_\_\_METRES X BREADTH \_\_\_METRES

DECK MAXIMUM LANDING WEIGHT \_\_\_\_\_

DECK MAXIMUM TAKE OFF WEIGHT \_\_\_\_\_

**30. HANGAR DIMENSIONS**

**31. FUEL GRADE**

CONSUMPTION DETAILS

SERVICE SPEED/DAILY CONSUMPTION

SEA LOADED PASSAGE:

SEA BALLAST PASSAGE:

**THE VESSEL SHOULD BE USING MARINE GAS OIL (MGO) / MARINE DIESEL OIL (MDO) AS USAGE OF HFO AND IFO 180/360 HAS BEEN BANNED BELOW 60 DEGREES SOUTH LATITUDE WITH EFFECT FROM 01 AUGUST 2011.**

**32. THRUSTERS**

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

FORCASTLE ICE BREAKING BOW AND TRANSCOM STERN\_\_\_\_\_

**ALL DETAILS ABOUT AND GIVEN IN GOOD FAITH WITHOUT GUARANTEE.**

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

**(Clause 25(A) continued)**

**Ice Breaking Capabilities of Vessel-----**

This is to advise that according to the building specification and the existing Classification Certificate of the \_\_\_\_\_, the Vessel has an ice class notation, \_\_\_\_\_.

According to the Rules of the \_\_\_\_\_, the ice class notation ULA is equivalent to \_\_\_\_\_. For \_\_\_ class of vessels, navigation in a navigable passage following an icebreaker with a speed of between 3 to 5 knots, permissible ice thickness is up to 1.8 m thick during the winter-spring navigation period and up to 2.0 m thick in second-year ice during the summer-autumn navigation period. For Arc7 class vessels, the independent navigation in young close arctic ice is up to 1.4 m thick during the winter and spring, and up to 1.7 m thick during the summer and autumn with occasional ramming of ice ridges.

As such, the motor vessel \_\_\_\_\_ with her ice class notation \_\_\_\_\_ as per the Rules of the \_\_\_\_\_ is capable of independent navigation with a continuous speed of 1,5 knots to proceed in compact even ice of 1.2 m thickness with snow cover of 0,2 m.

Owners: \_\_\_\_\_ with particular reference to C/P Clause 27 wish to point out to Charterers that besides \_\_\_\_\_ they own vessel \_\_\_\_\_ which has performed for \_\_\_\_\_ Seasons for the \_\_\_\_\_. The vessel \_\_\_\_\_ performed for \_\_\_\_\_ Seasons \_\_\_\_\_.

**ENDURANCE:**

The Vessel has an endurance of ninety days in Antarctic waters, besides the voyage time to and from Antarctica. 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 and helicopter operations. These include HF, VHF and satellite communication equipment. The satellite communication systems will be pointed towards the Indian Ocean region of satellites for uninterrupted access by the Charterers from India. Charterers have an option to use the vessel's communication equipment subject to proper record-keeping of such usage and including entries in the ship's radio logbook as appropriate. Each phone call and message sent to be recorded / logged in ship's radio logbook. At the end of each month, the vessel's radio-officer should prepare and Charterer's staff should sign monthly radio station bill,

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_****(Clause 25(A) continued)**

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 Charterers are responsible to pay the Owner's direct costs of such communications. The vessel will also have Radar, GYRO Compass, Echo-sounder measuring depths up to more than 300 metres, GPS, weather facsimile recorder, ice-information receiving equipment any other requisite equipment for navigation of the vessel in Antarctic waters. All this equipment and data will be made available to the Charterer's personnel for scientific observation and operational requirements. It will have the standby set-ups for all these operationally needed equipment.

The Vessel has on board:

- a) Portable VHF equipment supporting aviation frequency ranges 110 – 150 Mhz
- b) Base VHD communication equipment support aviation frequency ranges 110 – 15-Mhz
- c) System of close distance beacon for helicopter frequency range 300 – 500 Khz, power 60 watts.

The Vessel will have Radar systems for 10 cms and 3 cms respectively and also will have day light screens for monitors and a minimum of two flood light projectors.

**Clause 25(B)**

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

Overall estimated consumption of fuel pattern is as per Annexure I attached for vessel which pattern is an estimation only and entirely dependent on the actual ice / weather conditions in the ice shelf in Antarctica, As such, all figures in the pattern given as attached are without guarantee.

In addition to quantities of bunkers on delivery for season, the Charterers to arrange stem and take onboard bunkers prior to departure from Cape Town for their Antarctic voyage. The Master to recommend estimated quantities of bunkers for IFO and MDO with due regard to safety margin. The vessel on sailing Cape Town will be almost full with bunkers to maximum bunker capacity of the vessel existing on delivery.



**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_****(Clause 25(B) continued)**

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

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

The Vessel has fully air-conditioned accommodation for 40 persons of Charterers, besides the Vessel's crew. The entire living accommodation is in the superstructure of the Vessel. Each cabin will have a working table, chairs and sufficient space for members to keep Antarctic winter clothing and their daily utility items. Each cabin will also have electrical points to operate electrical gadgets.

Owners will provide 4 refrigerated (40 foot standard) containers to be located on deck for costs inclusive into charter hire to Charterers carriage of Charterers food and provisions of about 30 metric tons (two at minus 20 deg. C and two at plus 4 deg. C).

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

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

The Vessel will have proper medical facilities to meet the emergency medical needs of the Charterer's personnel. The Vessel will have medical room for treating in-patients and adequate storage facilities for keeping medicines. The medical room will be with essential furniture items, attached with bath and toilet and a wash basin/sink supplied with both hot and cold water running.

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

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

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

**(Clause 26 continued)**

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

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

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

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

Adequate fresh water facilities for bath and potable drinking water for consumption by expedition members will be available. Potable drinking water for at least 3 litres per person per day to be provided by the ship. Additional means of producing fresh water on-board the vessel will be available.

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

There is an electric elevator reaching all decks.

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

Details of the Fire Fighting equipment:

The vessel is fully CO<sub>2</sub> fitted in all holds/engine room including fire detection system. All cargo compartments electrically ventilated 20 fold. Equipment is as per IMO standard.

The Vessel will be fitted with fire fighting appliances for all persons to be carried onboard in accordance with the \_\_\_\_\_, the classification society of the vessel, for the voyage to Antarctica.

Number of life Safety boats/capacity:

\_\_\_ life boats – one each on port and starboard side with a capacity of \_ persons each, 2 x 25 persons launching type life rafts sufficient enough to rescue the Charterers' personnel and crew, in any unforeseen eventuality. Same to meet the safety regulations and conform to the

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_****(Clause 26 continued)**

safety equipment certificate issued by the Vessel's authorities for Antarctic Trading. One of the lifeboats can be used as a rescue boat for the Charterer's personnel. The Vessel will be fitted with life saving appliances for all persons to be carried on board in accordance with the \_\_\_\_\_, the classification society of the vessel, for the voyage to Antarctica.

**Victualling:**

The Charterers to pay the Owners victualling costs at the rate of **US\$ \_\_\_ (United States Dollars \_\_\_ only)** per man per day payable at the end of every month. The Charterers to pay the Owners victualling costs at the rate of **US\$ \_\_\_ (United States Dollars \_\_\_ only)** per man per day for the number of the Charterer's personnel who will be managing their own food at the station ashore. The number of such persons ashore and the cut off dates to be mutually agreed between the Leader of the Expedition and the Ship's Master. The Owners to send invoices for same to the Charterers 15 (fifteen) days in advance.

**CLAUSE 27:**

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

Should the Owners substitute with similar tonnage for performance instead of the \_\_\_(Name of the Vessel)\_\_\_ the Owners should communicate to the Charterers about the substitute vessel eight weeks in advance for the Charterers to inspect and approve the same and said substitute vessel would be accepted by the Charterers after their inspection and approval.

**CLAUSE 28:**

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

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

**CLAUSE 29:**

The Vessel(s) shall not be obliged to force such strength of ice in excess of what can reasonably be expected of this Vessel in this trade as per description. The purpose of the Charter Party will bring the vessels in areas with ice and icebergs and the Owners to ensure that the Master to be fully experienced in such trade, alternatively the Master will follow the instruction of the Ice Navigator.

If however, the Master considers it dangerous for this above described Vessel(s) to remain at the loading or discharging place or research areas for fear of the vessels being frozen in and/or damaged, he has the liberty to sail to a convenient open place and wait for the Charterer's new instructions.

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

In case that the Vessel(s) should be frozen in at Antarctica area making it unable to reach open waters before the end of the season, then the hire payable under Clause 6 to be paid as follows: For the first 15 (fifteen) days 100% (hundred percent), thereafter for the next 30 (thirty) days 75% (seventy five percent) and thereafter 50% (fifty percent) of the daily hire until leaving the area again.

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 including the helicopters and samples belonging to the Charterers etc. is required, Owners/vessel to re-deliver same in Cape Town at the port of delivery within 30 (thirty) days from the time the Charterers so notify the Owners.

Contract/Charterparty for 3 season(s), per CP Clause 1 is per Charterers options. In the event if the vessel is damaged to such an extent that it is not available for the future season the charter party shall be deemed as cancel.

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

**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, aviation fuel, materials, structures, containers, provisions when necessary embarking and disembarking passengers and assist in all other operations associated with the employment of the vessel in so far as the vessel is manned, certified and capable of without making any claims for additional payments.

**CLAUSE 31:**

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

**CLAUSE 32:**

Without prejudice and in addition to Clause 11, should the vessel(s) put back whilst on voyage by reason of an accident to or breakdown to the Vessel or sickness or accident to a member of the crew onboard, the hire shall be suspended from the time of her putting back until she is again in the same or equivalent position and the voyage to be resumed there from. The cost of fuel consumed during the period and other expenses to be for Owner's account.

**CLAUSE 33:**

Joint survey by an independent surveyor to be held on delivery and re-delivery with Charterer's observers onboard. Survey expenses to be shared equally by the Charterers and the Owners.

**CLAUSE 34:**

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

- A. Hull Insurance on the basis of Institute Time Clause (Hulls) including 4/4 Running Down Clause or equivalent conditions, covering the vessel subject to a sum insured of not less than the full market value of the vessel. This insurance shall also include ice damage of whatever kind. Any deductibles for Owner's account. The Owners to arrange Charterer's liability on Hull insurance with the Charterers insured and the cost of this Insurance shall be borne by the Owners.

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

- B. Full P & I Club entry with a P & I Club of the London Group or equivalent. The Owners guarantee that the Vessel is fully P & I Club covered and her P & I Club is to be a member of an international group of P & I Club and the Owners guarantee that the Vessel's class is a member of the IACS and will remain so throughout the duration of this Charter Party.
- C. Hull Insurance policy shall include the Charterers as co-assured and shall contain a waiver of subrogation for the benefit of the Charterers.

**CLAUSE 35:**

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

**CLAUSE 36:**

**EXTRA INSURANCE**

Extra insurance, if any, for vessel's ice insurance cover allowing vessel for Arctic/Antarctic trading to be for Owners account. However in said context, Charterers to purchase liability insurance covering their personnel/equipment and materials.

**CLAUSE 37:**

The Charterers have the right to use all facilities equipments on the vessel including access to kitchen, rooms, gymnasium, etc., avail medical facilities and use the vessel's radio station, including telex machines, satellite navigator and Marisat onboard through their own qualified personnel and through the Owner's qualified personnel and without any hindrance from the

Master or crew of the vessel against payment of actual costs to the Owners and compensation for any damages done by the Charterers or by the Charterer's personnel.

**CLAUSE 38:**

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

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

**CLAUSE 39:**

For delivery/redelivery Cape Town, South Africa option :

The sum of US\$ \_\_\_\_\_ (**United States Dollars** \_\_\_\_\_ **only**) for Mobilization to be paid by the Charterers on delivery of the vessel at one safe port CAPE TOWN to the Owner's bank account in lumpsum for Season 2018/2019 (and also for Season(s) 2019/2020 and 2020/2021 when Charterers' exercise said option(s)) together with the first hire payment.

The sum of US\$ \_\_\_\_\_ (**United States Dollars** \_\_\_\_\_ **only**) for de-Mobilization to be paid by the Charterers on re-delivery of the Vessel at one safe port CAPE TOWN to the Owner's bank account in lump sum for season 2018/2019 (and also for Season(s) 2019/2020 and 2020/2021 when Charterers' exercise said option(s)).

For delivery/redelivery Mormugoa, India option :

The sum of US\$ \_\_\_\_\_ (**United States Dollars** \_\_\_\_\_ **only**) for Mobilization to be paid by the Charterers on delivery of the vessel at one safe port Mormugoa, India to the Owner's bank account in lumpsum for Season 2018/2019 (and also for Season(s) 2019/2020 and 2020/2021 when Charterers' exercise said option(s)) together with the first hire payment.

The sum of US Dollars \_\_\_\_\_ (**United States** \_\_\_\_\_ **only**) for de-Mobilization to be paid by the Charterers on re-delivery of the Vessel at one safe port Mormugoa, India to the Owner's bank account in lump sum for season 2018/2019 (and also for Season(s) 2019/2020 and 2020/2021 when Charterers' exercise said option(s)).

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_****(Clause 39 continued)**

The said Mobilization / de-Mobilization charges paid to the Owners by the Charterers (for delivery/redelivery Cape Town, South Africa) is for the Owners mobilising the Vessel to suit the Charterer's requirements with reference to Clauses № 26, 40, 63 and 64 and providing required modifications /equipments and provisions and are applicable for Season 2018/19 (and for Season(s) 2019-20 and 2020-21 if and when Charterers exercise said further option(s)).

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

**All bank charges shall be for the Owner's account.**

**CLAUSE 40:**

The Charterers may inspect the performing Vessel prior to delivery at a place and date to be mutually agreed and if any defect in class, lack of facilities or amenities, as prescribed herein, seaworthiness, Vessel's equipment including gear defect and or diversions from agreed 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 Charterer's accommodation; (b) proper functioning of toilet system including drainage from bathrooms / washbasins (including those in the kitchen / galley area) ; (c) water distillation / storage and distribution system for supply of clean and potable drinking water; (d) communicational and navigational equipments including those required for assistance to "helicopter operations"; (e) fuelling arrangements for A.T.F. as per Mobilization arrangements and other details / particulars mentioned in Clauses 25 (a), (b) and 26 of this Agreement.

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

carried out with Charterer's observer(s) onboard with survey expenses on the Owner's account and Charterer's observer(s) for the Charterer's account.



**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_****(Clause 40 continued)**

Should any deficiencies be found, the Owners to rectify same prior to delivery. Such inspection and survey will in no way absolve the Owners from their responsibility in respect of any defect relating to seaworthiness, Vessel's equipments and compliance of other terms of this Agreement. The Owners in addition should take on sufficient stock of spare parts as per the requirements of the Classification Society and the Ship's Officers and Crew should be able to repair breakdowns to the best of their ability etc. occurring in above 'utility' / 'support systems' until the Vessel's re-delivery. For any breakdowns / repairs in the 'utility' / 'support systems' beyond 24 (twenty four) hours from the time of the occurrence of the breakdown until the restoration to normalcy for such instances occurring, until vessel's re-delivery to the Owners, the Charterers can deduct up to 10% (ten percent)) of daily Charter hire. All such incidents should be logged by the Master / Chief Engineer by a written complaint and compulsorily counter signed by the Leader of the Expedition for later verification / adjustments.

However, the Vessel / Owners are not responsible for such breakdowns necessitated by the Charterer's personnel's negligence, wilful 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.

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 41:**

Indian taxes, if any, on crew, charter hire and Mobilization / de-Mobilization charges, inclusive of fitting charges, will be for the Charterer's account.

**CLAUSE 42:**

In view of Antarctic sub-freezing conditions, the Owners and the Charterers agree to make diligent use of fresh water, fuel and diesel oil having regard to the unavailability of suitable fresh water, fuel and diesel oil during the period of this Charter. However, at least 3 litres of potable drinking water per person per day to be provided.

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

**CLAUSE 43:**

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

The Charterers have an option to furnish the Vessel with other equipment to be required for performing of the Voyage, provided they are to be fully responsible for the installation, tuning, maintenance and removing of such equipment. All said equipment to be fully certified and approved by a well known classification society, where appropriate. All said equipment shall not affect the safety of navigation, safety of lives and health of the personnel on board. In case of any breakdown of such equipment, due to any reasons, the Charterers have to arrange repair at the first suitable place for their own account and the Owners shall not be responsible for any time loss and any consequences and expenses which may arise owing to failure of such equipment. On completion of using of the installed equipment the Charterers have to arrange full removal of such equipment at their cost and time. The Vessel's crew to give all assistance to the Charterer's personnel in installation / fixing and dismantling of the Charterer's equipment.

**CLAUSE 44:**

On board the vessel only, the pantry to be open for the Charterer's personnel round-the-clock, due to nature of their work. For Indian style food, the Owners has no objections to the Charterer's use of the galley with their own cook(s) jointly with the Owner's cook or separately; the Owners providing the necessary facilities for all cooking arrangements and preparations. The Owners to arrange for 2 (two) Mess Stewards exclusively for attending to the Charterer's personnel's work / accommodation etc. at the Owner's cost on their payroll.

**CLAUSE 45:**

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

**CLAUSE 46:**

Subject to Clause 37 above, the Charterer's Representative on board will have free access on board the vessel only, to the communications systems of the Vessel and will have the liberty to send messages or data to any party or parties. The Radio Room will be available for the Charterer's personnel round- the-clock due to the nature of their work but operations of equipment only by the Ship's Radio Personnel (or by the Charterer's designated person, if so, allowed by the Master).

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**  
**CLAUSE 47:**

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

**CLAUSE 48:**

Failing the punctual and regular payment of the hire or other funds due to the Owners under this Agreement, the Owners shall be at liberty to withhold performance or withdraw the Vessel from the service of the Charterers without prejudice to any claims they (the Owners) may otherwise have on the Charterers. To offset Office and Banker's errors and delays, when effecting hire payments, the Owners to give the Charterers 10 days written or telex or cable notice exclusive of Sundays and Holidays. Failure by the Charterers to pay the funds due within said 5 days of their receiving the Owner's notice as provided herein, shall entitle the Owners to withhold performance or withdraw as set forth above.

**CLAUSE 49:**

The vessel shall be redelivered with similar quantity of bunkers as on delivery. The Owners shall authorize the Charterers to recover the cost of all bunkers remaining on board on vessel's redelivery on the basis of off-hire bunker survey against deMobilization charges of U.S.\$ \_\_\_\_\_ (**United States Dollars \_\_\_\_\_ only**)) in lumpsum together with the final hire and other payments due to the Owners (if delivery/redelivery be Cape Town, South Africa )

OR

U.S.\$ \_\_\_\_\_ (**United States Dollars \_\_\_\_\_ only**) in lumpsum (if delivery/redelivery be Mormugoa, India (as the case may be )).

**CLAUSE 50:**

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

**CLAUSE 51:**

If the Owners fail to deliver the vessel(s), they shall be liable to pay all advances, if any, paid by the Charterer to the Owner.

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_****CLAUSE 52:**

The Owners to give Notice on Fixing followed by 25/15/10 days approximate and 5 days definite notice for seasons to the Charterers to : NATIONAL CENTRE FOR ANTARCTIC AND OCEAN RESEARCH, MINISTRY OF EARTH SCIENCES, Government of India, Headland Sada, Vasco-Da- Gama, Goa 403804 Tel: +91-832-2525521 Fax : +91-832-2525520 Email: \_\_\_\_\_xxxxx\_\_\_\_\_ and (ii) MINISTRY OF EARTH SCIENCES, GOVERNMENT OF INDIA, Prithvi Bhavan, Opp. India Habitat Centre, Lodhi Road, New Delhi - 110003 : Tel: Phone : +91-11-24669578 Fax : +91-11-24360336 : Email \_\_\_\_\_xxxxx\_\_\_\_\_

**CLAUSE 53:**

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

**CLAUSE 54:**

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

**CLAUSE 55:**

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

**CLAUSE 56:**

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

**CLAUSE 57:**

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

**CLAUSE 58:**

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

**CLAUSE 59:**

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

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

**CLAUSE 60:**

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

**CLAUSE 61:**

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

**CLAUSE 62: Charter Hire**

The Charterers to pay as hire US\$ \_\_\_\_\_ (United States Dollars \_\_\_\_\_ only) per day, all inclusive of overtime of the vessel's Officers and Crew and the cost of lubricants, pro rata for part of the day. The charter hire as above is payable commencing in accordance with Clause 1, until the Vessel's re-delivery to the Owners.

Payment of hire to be transferred to:

**OWNERS' BANK ACCOUNT**

**Account Holder Name**

**Bank Name**

**Bank Branch**

**Swift Code**

**Account Number :**

**Other Details**

**All bank charges shall be for the Owner's account.**

Charter hire is payable every 30 (thirty) days in advance. The Owners to send a signed invoice to the Charterers 20 (twenty) working days in advance for the amount of the charter hire and other charges, if any, payable to the Owners.

**All bank charges shall be for Owners' account.**

**CLAUSE 63:**

Helipad on board the vessel will be provided by the Owners suitable for operation of the 2 Charterer's helicopters of type Kamov 32-A and AEROSPITALE 350 BA or similar type of

helicopters. Details of helipad: Length 16 metres x Breadth 16 metres. The helicopter deck is equipped with appropriate fire fighting appliances according to the Vessel's class authorities, 45 kilos dry powder transportable. Fuel storage and fire fighting arrangements existing aboard approved by the Vessel's class authorities. The Ship's VHF will be onboard and operational.

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_****(Clause 63 continued)**

The aviation complex includes the following:

Helicopter fuel storage, Electrical Power Supply.

Electrical Supply for helicopters while being onboard. The Owners confirm that the helicopter deck is also equipped with pipe connection from two hand held foam guns one on each side of the helicopter deck for fire fighting purposes.

The Charterers to ensure that the pilots / air-mechanics (helicopter engineer) for the helicopters would be experienced in fuelling and flying in the area of deployment of the vessel i.e. Antarctic waters up to 25 miles south from 70 degrees South and over the Antarctic land mass as may be required at their option and for flying operations to the Indian stations including MAITRI/LARSEMANN HILLS and adjacent areas in Antarctica. The Helicopters to be equipped with the necessary life saving appliances (life vests etc.) and survival equipment relevant to Antarctic flying conditions in accordance to the Country's Laws / Regulations under whose flag the Vessel flies. The Leader of the Expedition and pilots will assist the Master / Vessel for all flying to be done by the helicopters in the role of reconnaissance for the navigation of the Vessel in Antarctic waters.

The Charterer's helicopter landing officer together with the Vessel's deck officers and the Master will provide the needed meteorological support and guidance for the Helicopter's pilots. The vessel is equipped with facsimile for receiving weather charts and the Owners in addition have direct contact to the U.S. Satellite picture the "NOAA NATIONAL ICE CENTRE" in Washington where the Vessel can get the required pictures transferred by tele-fax to the Vessel. The helicopter's operations would be coordinated between the Leader of the Expedition /the Master / Pilots with special emphasis on the fact that the Vessel / Master / Officers / Crew should be available to the Charterers / pilots for sorties as and when available.

The Vessel to provide deck markings for the helipad as per the Charterer's instructions, along with lashing points for the Charterer's helicopters, the Charterers giving the particulars of lashing points at each spot and distance between each point.

(B) The stowage of bunkers and aviation fuel on board the vessel will be as per IMO Regulations and the same will not be a source of danger to the Charterer's personnel in the accommodation. Fire fighting and life saving appliances to be approved by the classification society, the \_\_\_\_\_.

(C) The vessel to provide stowage / carriage facility for about 600 (Six Hundred) Kilo litres of the Charterer's Aviation Turbine Fuel (ATF). this A.T.F. will be carried if required the Owners will provide "Container Tanks" for the carriage of said A.T.F. on their account

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_****(Clause 63 continued)**

for quantum up to 800 kilo litres in tank containers up to 35 (Thirty Five) in number maximum, each of 23,000 (Twenty three thousand) litres capacity. The specific gravity of A.T.F. / Jet A-1 at the rate of 15 deg. C 0.775 to 0.840 G/cc/ Flash point : 38 deg. C minimum.

Ancillary expenses for the Owners / Vessel's procurement and carriage of the Charterer's bunker and / or A.T.F. on Charterer's account into said "containers tanks" being provided by the Owners such as transportation costs for container tanks, picking up the A.T.F. from the bunkering station and / or from bunkering barge, for barge fees if the Vessel loading on bunkers / A.T.F. into containers tanks / Vessel's tanks across the rails from bunkering barge, container tanks survey and quality inspection / sampling charges would be on Charterer's account. Such payment in full or on account to be made by the Charterers and received by the Owners prior to taking on board bunkers and / or A.T.F.

(D) The Vessel will provide cargo storage facilities for 4000 metric tons of the Charterer's general cargo stowed in standard 20 foot marine freight containers or as break bulk as per the

Charterer's requirement besides storage of heavy construction equipment, helicopters, aviation fuel and Charterer's provisions.

(E) Outreach and upreach of the cranes is as detailed in Clause 25(a).

(F) The Owners to transport for costs inclusive into the Charter hire to the Charterers, the food and provisions stored in containers or otherwise purchased by the Charterers to be left behind at location for the Charterer's personnel back at Antarctica after the vessel sails. Any stuffing / stripping of said containers in Cape Town to be for the Charterer's account. The containers to be transported for costs inclusive into the Charter hire during the period of the Charter.

(G) The vessel can slow down to about 2 (two) knots after changing over from heavy fuel oil to diesel oil and after the change over shall resume to the normal speed of navigation under the prevailing conditions.

(H) The vessel to provide fuelling arrangements for helicopters near the helipad, with a filter installed with the fuelling system as per specifications applicable to helicopters of type Kamov-32 and AEROSPOTIALE 350 B3 along with two electrical pumps capable of providing fuel flow at 55/100 litres per minute, per pump. The vessel will have adequate facilities to pump A.T.F. from the tank containers onboard to the fuel tanks kept on the ice shelf at a distance of 250 metres from the ice shelf.

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

**(Clause 63 continued)**

(I) The Vessel will be berthing at the ice shelf in Antarctica to unload cargo. The vessel will have on board suitable and sufficient number of fenders and fastening piles to use during this operation.

(J) The Vessel to provide suitable and adequate communication and navigational facilities for the ship's operations in Antarctica, helicopter operations, ship-to-shore contact etc. These include suitable VHF/HF as per the Charterer's specifications / frequencies, provided these frequencies are within the frequencies standard on international merchant vessels, satellite communications, GMDSS, etc. for communications purposes and Radar, Gyro Compass, Echo Sounder, weather Facsimile and other requisite equipment for navigation of the Vessel in Antarctic waters. In addition, the Vessel will also provide, VHF/HF directional finder, hand held GPS etc for the helicopter operations for communication procedures to be established directly between the helicopter company / operators / pilots and the Vessel / Owners.

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

GDMSS MAKER: SKANTI

ECHO SOUNDER DEPTH RANGE: 300 metres

Owners to stock at least 20 Echo Sounder paper rolls and stylus for the Echo Sounder being provided above and to provide necessary cables to interface the echo sounder with windows PC for data acquisition.

(L) The Owner confirms that the Vessel, will have two radar system for 10 cms and 3 cms respectively day-light screens for monitors and a minimum of two flood-light projectors. Besides the above, the Vessel can provide echo-sounder measuring depths up to 300 metres.



**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_****CLAUSE 64:**

- (A) Tank containers for carriage of aviation fuel supplied by Owners will be leak proof and clean.
- (B) Wind speed / Wind direction Finder indicator will be provided by the Owners on their account.
- (C) Two plug points for 24 volts D.C. supply on Bridge shall be provided for the Charterer's use.
- (D) The vessel will provide a public address system in mess room, lounge and deck with costs inclusive into the Charter hire to the Charterers.
- (E) Insulated piped water supply to modular laboratory will be provided by Owners onboard the vessel.
- (F) 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 will be provided in sufficient numbers. The Owners additionally confirm that the fresh water tanks and desalination plant on board the vessel has been cleaned and the water quality is good and potable.
- (G) The crew of sufficient strength to operate vessel / cranes / radio room will be on board the vessel.
- (H) For embarking / disembarking of the Charterer's personnel in Antarctica, the Vessel, The Vessel will be provided with aluminium ladders.

**CLAUSE 65:**

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

**CLAUSE 66:**

Should the Vessel, be in position to bring any expedition cargo procured by the Charterers from any en route port while the vessel is on it's way to the port of delivery, Cape Town, then the Owners will assist the Charterers with same however any extra time (at hire rate), costs and expenses to be borne by the Charterers.

The Owners to keep the Charterers informed of the position of the Vessel and the Owner will pick up the Charterer's cargo only if the vessel will be load / discharging own cargo on the North Continent of Europe subject to the Vessel being in that area otherwise at the said mutually agreed convenient port and thereby be in a position to lift the Charterer's cargo. The Owner to give 7 (seven) days notice to port to load the Charterer's cargo and within 2 (two) days after the notice has been given, the Charterers to give a complete detailed cargo list. The cargo to be delivered by the Charterers to the Owners free alongside the Vessel.

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_****(Clause 66 continued)**

The Charterer's cargo to be loaded while the Vessel is in port and if the Charterer's whole cargo or part thereof is delayed or otherwise, the Owners are free to leave the port in order to meet any laycan without any consequences for the Owners and the Owners are not to be responsible for the shipment of the remaining cargo.

Stevedoring charges and agency fees for picking up such Charterer's cargo / equipment, unless the Charterer's cargo / equipment is loaded while the Vessel is loading / discharging its own cargo, to be for the Charterer's account. However, stevedoring costs, including charges /wharfages / quay dues etc. for the cargo / equipment of the Charterers to be for the Charterer's account. Such cargo to be carried on or under deck within IMO Regulations as decided by the Master and to be insured by the Charterers. In other words, the Owner will be carrying the Charterer's cargo / equipment with cost inclusive into the Charter hire only.

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

The Owners to inform the Charterers 1 (one) month before the commencement of the laycan, if the Charterers should plan / book the Charterers' cargo from the Continent by other vessel(s) as an alternative to agreed terms as above in order to overcome difficulties of getting the Charterer's cargo across at the eleventh hour should the vessel be not in a position to pick up same.

**CLAUSE 67:**

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

**CLAUSE 68:**

The Owner confirms that during the sea passage, the two helicopters will be kept in the Vessel's hanger with dimensions of \_\_ M Length x \_\_ M Width x \_\_ M Height.

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_****CLAUSE 69:**

In the event of unforeseen detention of the Vessel in Antarctica areas or anywhere in the deployment area specified by the Charter Party or as a result of any unforeseen delays in the event of any accident, damage or disaster, resulting in dry docking or repairs necessary to maintain the efficiency of the vessel during the charter period, if the Charterers so require, the Owner to agree to re-deliver the Charterer's cargo / equipment including the helicopters in Cape Town 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.

**CLAUSE 70:**

The Owner to provide 10 (ten) days but always prior to the delivery of the performing vessel, a certificate from the classification society, which should be authenticated by the State whose flag the vessel sails under that the performing vessel would meet all safety regulations in respect life saving appliances, fire fighting appliances, for a vessel specifying carriage of 40 (forty) of Charterers' personnel, besides the vessels' officers and crew.

**CLAUSE 71:**

The Vessel \_\_\_\_\_ is fixed for season 2018/2019 (and for subsequent Season(s) 2019/2020 and 2020/2021 should Charterers exercise their option(s) for the Indian Antarctica expeditions subject to the Vessel not being lost through an act of God or otherwise. The Owners are at liberty to sell the Vessel(s) with the Charter attached. The new Owners to be subject to the Charterer's approval which not to be unreasonably withheld.

**CLAUSE 72: Delivery cum performance guarantee:-**

Owners to provide Charterers a delivery cum performance guarantee for an 5 % amount of contract value of one time charter season (2018-19). The contract value to be taken as Mobilization-De-Mobilization Charges + Day hire charges x 100 days +any other charges, excluding victualling and communication charges. The validity of same should be 30 days beyond time charter period tentatively as 15 May 2019. If charters exercise option for time charter for second / third season(s) being 2019-20 and 2020-21 the ship owner/ contractor shall extend the validity of Performance Bank Guarantee for the succeeding season(s) or shall submit a fresh performance bank guarantee 15 days before the expiry of the performance bank guarantee of the concluding season.

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

**CLAUSE 73:**

In case the Vessel arrives outside the time of delivery as set out in the clause 1 above despite having given the appropriate notices as per the Charter Party and is delayed due to reasons which are proven to be due to the willful misrepresentation of the facts and are not due to unforeseen circumstances or weather delays or other acts of God, then the Charterers have the right to claim compensation for costs incurred as per actual for the Charterer's personnel waiting at delivery port and helicopter hire charges.

**CLAUSE 74:**

Charterers option for extension of the same charter party for 1+1 more season(s) besides 2016/2017 season is subject to satisfactory performance of the said vessels.

**CLAUSE 75:**

Owners confirm that flat bottom pontoon barge (50 MT payload) and tug boat will be made available to Charterers for season 2018-19 and for optional seasons 2019-20 and 2020-21 if and when Charterers exercise option for same, without any extra remuneration being sought by Owners for said provision, for subsequent season(s).

**OWNERS**

**For and on behalf of Owners**

**CHARTERERS**

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

**RIDERS TO \_\_\_\_\_ CHARTERPARTY DATED \_\_\_\_\_**

**ANNEXURE 1  
ESTIMATED BUNKER CONSUMPTION FIGURES  
for Tentative Itinerary for Season 2018/2019**

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

	MGO in MT
IN PORT IDLE	
IN ANTARCTIC IDLE	
IN ANTARCTIC DRIFTING	
NAVIGATION IN ICE	
SLOW NAVIGATION IN ICE	
AT SEA	

**Option 1: EXPEDITION ex-CAPE TOWN (SOUTH AFRICA)**

Vessel name	DAYS	MAIN ENGINE	AUXILIARY ENGINES	BOILER
Cape Town (On Hire - date) - Cape Town (departure date)				
CAPE TOWN - Larsemann Hills				
Larsemann Hills (date ) - Larsemann Hills (departure date)				
Larsemann Hills (departure date) - India Bay (date)				
India Bay (date) - India Bay (departure date)				
India Bay (departure date) - Cape Town (date)				
Cape Town (date ) - Cape Town (departure date)				
TOTAL				
GRAND TOTAL INCLUDING 10% SAFETY MARGIN				

**Option 2: EXPEDITION EX. MORMUGOA (INDIA)**

(name of Vessel)	DAYS	MAIN ENGINE (IFO 380 CST)	AUXILIARY ENGINES (MDO)	BOILER (IFO 40 CST)
Mormugoa (On Hire - date ) - Mormugoa (departure date)				
Mormugoa - Larsemann Hills (date)				
Larsemann Hills (date) - Larsemann Hills (departure date)				
Larsemann Hills (departure date) - India Bay (date)				
India Bay (date) - India Bay (departure date)				
India Bay (departure date) - Mormugoa (date)				
Mormugoa (date) - Mormugoa (departure date)				
TOTAL				
GRAND TOTAL INCLUDING 10% SAFETY MARGIN				

**IMPORTANT:**

**THE CHARTERERS SHALL SUPPLY BUNKERS THAT CONFORMS WITH THE SPECIFICATION(S) MUTUALLY AGREED UNDER THIS CHARTER. THE CHARTERERS SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE MAIN ENGINES OR THE AUXILIARIES CAUSED BY THE USE OF FUELS NOT COMPLYING WITH THE AGREED SPECIFICATION(S). ADDITIONALLY, IF THE BUNKER FUEL SUPPLIED DO NOT CONFORM WITH THE MUTUALLY AGREED SPECIFICATION(S) OR OTHERWISE PROVE UNSUITABLE FOR BURNING IN THE SHIP'S ENGINES OR AUXILIARIES, THE OWNERS SHALL NOT BE HELD RESPONSIBLE FOR ANY REDUCTION IN THE VESSEL'S SPEED PERFORMANCE AND / OR INCREASED BUNKER CONSUMPTION NOR FOR TIME LOST AND ANY OTHER CONSEQUENCES.**

**PLEASE NOTE THAT THE VESSEL'S SPEED IN ICE CONDITIONS ARE SUBJECT TO ACTUAL ICE CONDITIONS AT THE TIME OF DEPLOYMENT IN ANTARCTICA WATERS FOR EXPEDITION VESSEL. HENCE THE FIGURES PROJECTED ABOVE ARE MEANT TO BE A GUIDE ONLY AND WITHOUT ANY GUARANTEE**

**THE VESSEL SHOULD BE USING MARINE GAS OIL (MGO) / MARINE DIESEL OIL (MDO) AS USAGE OF HFO AND IFO 180/360 HAS BEEN BANNED BELOW 60 DEGREES SOUTH LATITUDE WITH EFFECT FROM 01 AUGUST 2011.**

**For good orders sake**, it is put on record that the following is understood and accepted mutually between the Owners and the Charterers vide discussions, email exchanges, telephone conversations and letters.

- 1) Where ever there is operational contact with the Charterer's personnel and the Officers and Crew, there will not be any communication gap in way of a language barrier.
- 2) The Officers and Crew to extend all possible cooperation to make life and work comfortable for the Charterer's personnel onboard.
- 3) The Master to keep the emergency boat and emergency detailed Crew ready in all respects during the helicopter operations to meet emergencies at an instant notice from the Ship's Command/Officers Watch. In other words no time is to be lost in rescue operations if required.
- 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 and at Antarctica. To elaborate on the Charterers' personnel's food habits, the following important items particularly to be taken by the Owners in way of stocking/supply etc.

Cooking medium to be vegetable oil.

Flour to be of the type used for making Chapatis.

Rice to be of the long grain Basmati quality.

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

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

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

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

Different types of cereals such as cornflakes, rice bran, oats to be stocked.

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

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

For the sake of variety and social gatherings/invitations between the Owners and the Charterer's personnel allowance to be made for extra supplies of provisions which are utilised for European style of food items such as cold meats, long eggs, pies, salad oils, sausages etc.

- 5) The Charterers will buy and store their own goods and provisions for Charterer's personnel to be left behind at location in Antarctica after the Vessel sails.
- 6) The Charterers are responsible for maintenance of order between their personnel and are responsible for safety equipment onboard the helicopters which to be of "OFFSHORE STANDARD".
- 7) The Helicopter's Crew to be able to lift 'dead' out of the water. Each group to have their own programme at least 4 hours a day during the sea trip. In other words, the helicopter's Crew to be trained for rescue operations.
- 8) The Charterer's cook will cook for the Charterer's personnel and the Owner's cook for the ship's crew, both of them using the ship's galley at mutually agreed times and procedures arranged in consultation between the Leader of the Expedition and the Ship's Master. However both the Owner's and the Charterer's cooks will try to assist each other in operating the galley equipment, maintain order and cleanliness in the galley and give advice to each other in an amicable way. No Charterer's personnel other than the cook(s) and/or person(s) assigned by the Leader of the Expedition to use the ship's galley.
- 9) The Charterers to give a list of all of the Charterer's personnel to the Master on the Vessel's delivery and the Master in consultation with the Leader of the Expedition to allot Boat and Fire stations for all the Charterer's personnel, besides designating Leaders amongst the Charterer's personnel for such emergency drills etc.
- 10) The Cargo stowage plan for cargo/equipment shipped ex. Continent and ex. Cape Town including fuel etc. to be mutually planned for stowage by the Owner's and the Charterer's designated personnel and a proper stowage plan to be drawn by the Ship's staff after the cargo loading is completed. The Charterers to inform the Ship's Officer designated by the Master of all dangerous cargo including fuel having a flash point lesser than 61 degrees Centigrade. Said dangerous cargo to be stowed as per Master's instructions.
- 11) The Owners to provide facilities and show same on the plans for washing, pantry, recreation, library spaces, indoor sports area etc. The Owners confirm that sufficient number of washing machines will be provided for the Charterer's personnel.
- 12) The Owners will arrange sufficient stock to be kept onboard in way of bedding, bath towels, hand towels, table napkins, keeping in view to allow for change as under:  
Bed sheets, pillow covers, once a week; hand/bath towels/table napkins twice a week.
- 13) The Owners to arrange supply of sufficient quantity of soaps, detergents, washing soaps, cleaning and scrubbing material, cleaning implements etc. Supply of soaps, detergents and washing soaps etc. to the Charterer's personnel to be in the similar manner as for the Ship's Officers.
- 14) Normally served soft drinks to be on board in sufficient quantity and to be supplied by the Owners to the Charterers' personnel's consumption with meals or otherwise. Any extras



required by the Charterer's personnel such as bond, soft drinks are to be paid for by the Charterer's personnel in United States Dollars at the same rate as for the Officers/Crew. There should be no disparity in the quality and quantity in supply of Bond, Soft Drinks, Tea, Coffee, Fresh fruits etc. between what is supplied to the Officers/Crew and the Charterer's personnel. For guidance of the Charterer's personnel, the cost of bonded articles to be price listed on the Vessel's delivery.

- 15) The Owners to supply sufficient number of video films on board the vessel and the Charterers to assist to acquire Hindi/English films on Owners' account.
- 16) The Charterers to keep their individual cabins, mess rooms, recreation rooms, in the superstructure/accommodation module including the bath rooms, water closets, clean. The Owners doing routine cleaning and maintenance of the Sauna, Toilets, Public Places and alleyways with the Charterers cooperating in keeping these places as clean as possible.
- 17) Besides the wind sock shown on the plan intended for the helicopter's operations, the Owners will provide spare wind socks to replace same if need be.
- 18) 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.
- 19) Playing of music during meal timings by the Radio Officer of the ship to be arranged by the Owners.
- 20) Helicopter control position adjacent to the Radar display, HF, UHF, Communication facilities and VHF.
- 21) (a) The Charterers prefer Charterers' personnel to be berthed with not more than 3 in a cabin and as far as possible only 2.  
  
(b) The food served onboard should be fresh, varied and sufficient and must be planned keeping in mind Indian Style and taste. It is further understood that because of the trade it is impossible to replenish fruits and vegetables and deep frozen to be served.  
  
List of food items to be mutually inspected by the Charterers and Owners as regards to quality and quantity which can be done on the Vessel's arrival in Cape Town.  
  
(c) The Owners to supply sufficient fresh water for the Charterers throughout the Charter period.  
  
(d) The Ship to have waste treatment plant(s) to be operated in waters south of 60 degrees South as per the requirements and conventions of the Antarctica Treaty.
- 22) 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.
- 23) Regarding the waste disposal facility on board, the Owners have an incinerator onboard and south of 60 degrees South, all waste to be taken care of as per previous Seasons.
- 24) The Vessel will be able to take up welding jobs those may be necessary for securing/anchoring the cargo including helicopters and other installations such as winch.

aerial masts etc. those may be need for the Charterer's personnel for scientific operational purposes.

25) Owners confirm that

- a) Air-conditioning in the Charterer's accommodation spaces is functioning properly.
- b) The water distillation system on board the vessel has been maintained and is in good working condition. The Owners will provide empty bottles onboard which the Charterer's personnel can fill up through the water fountains on board. The Owners in addition will take some water bottles for emergencies.
- c) The vacuum system for toilets/drainage is functioning properly.
- d) The Vessel will provide proper communication facilities and linkage for telephone/fax/ telex/e-mail.

Prices for communications will be as per actual.

26) The Owners to provide suitable safety railings/nets on main working decks including helipad to avoid danger to personnel falling overboard if necessary.

27) Owners undertake that vessel \_\_\_\_\_ cranes in tandem mode with maximum 50 tons safe working load capacity can discharge Charterers' intended equipments

28) The Charterers will bear port related charges, starting from the date and time of delivery up to the date and time of re-delivery of the Vessels. The Charterer's liability will be proportionate on lump sum and one-time levies stretching beyond this period.

29)

- i. All rooms to have effective air-conditioning and heating.
- ii. Owners to provide minimum 3 litres of drinking water per Charterer's personnel per day.
- iii. Owners to provide good quality furnishings in the Cabins including quilts/blankets/ pillow/ bed sheets/ bed covers towels/ tissue papers etc.
- iv. Owners to provide good quality and adequate crockery and cutlery in the dining hall.
- v. Owners to ensure trouble free and smooth operation of evacuation system of toilets.

30) The Charterers will purchase liability insurance covering their personnel, equipment and materials.

+++++

Further attachments to the Charter party:

1) Fire fighting appliances :

The Vessel will have fire fighting appliances for all persons onboard in accordance with the \_\_\_\_\_ of Shipping, the Classification Society of the vessel, for the voyage to Antarctica.

2) Life Saving appliances:

The Vessel will have life saving appliances for all persons to be carried onboard in accordance with the \_\_\_\_\_ of Shipping, the Classification Society of the Vessel for the voyage to Antarctica.

### **BOTH TO BLAME COLLISION CLAUSE**

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

### **BOTH TO BLAME COLLISION CLAUSE**

If the Ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the ship, the Owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the Owners of the said goods, paid or payable by the other or non-carrying ship or her Owners to the Owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying ship or carrier.

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

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

### **GENERAL AVERAGE AND THE NEW JASON CLAUSE**

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

### **NEW JASON CLAUSE**

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

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

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

+++++++

**Integrity Pact**

**1. General**

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_2018, between, on one hand, the Director, National Centre for Antarctic & Ocean Research, Headland Sada, Goa, India (hereinafter called the “PRINCIPAL” expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part \_\_\_\_\_ represented by Mr. \_\_\_\_\_, Director, (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 PRINCIPAL enters into an agreement (hereinafter called the ‘CONTRACT’) with the CONTARCTOR to provide ICE CLASS VESSEL to the Indian Scientific Expedition to Antarctica (herein after called the ‘BIDDER’ which expression shall mean and include, unless context otherwise requires) as per the details of the CONTRACT.

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 PRINCIPAL 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 PRINCIPAL to “Time Charter the ICE CLASS 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 BIDDER to abstain from bribing or indulging in any corrupt practice and the PRINCIPAL 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:

## **2. Commitments of the PRINCIPAL**

- 2.1 The Charterers undertakes that no official of the PRINCIPAL, 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 contracting or implementation process related to the CONTRACT.
- 2.2 All the officials of the PRINCIPAL 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.
- 2.3 In case any such preceding misconduct on the part of such official(s) is reported by the CONTRACTOR to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL 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 PRINCIPAL the proceedings under the contract would not be stalled.

## **3. Commitments of BIDDER**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage 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 PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the CONTRACT in exchange for any advantage in 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 PRINCIPAL 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 BIDDER shall disclose the name and address of agents and representatives in India.
- 3.4 BIDDER shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this CONTRACT.
- 3.5 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer / integrator / aviation service provider 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 PRINCIPAL 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 comp 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 OWNER 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.
- 3.6 The BIDDER will not collude with other parties to impair the transparency, fairness and progress of the contracting and implementation of the CONTRACT.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for the purposes of competition or personal gain, or pass on to others, any information provided by the PRINCIPAL 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.

- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 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 PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12 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 PRINCIPAL.

#### **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. Performance Security Bond**

- 5.1 The BIDDER shall submit a Performance Security Bond equivalent to 5% of the CONTRACT value within 15 days of Letter of Intent / signing the CONTRACT



- 5.2 The Performance Bond shall be valid for a period of 60 days beyond the date of completion of all contractual obligations including Warranty Period and be suitably extended as requested by PRINCIPAL as per the CONTRACT.
- 5.3 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 PRINCIPAL 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 PRINCIPAL to the BIDDER on Performance 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 PRINCIPAL to take all or any one of the following actions, wherever required:-
- 6.1.1 To immediately call off the CONTRACT without assigning any reason or giving any compensation to the BIDDER.
- 6.1.2 Forfeiture of the Performance Security Bond either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
- 6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4 To recover all sums already paid by the PRINCIPAL, with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.1.5 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 PRINCIPAL, along with interest.
- 6.1.6 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 PRINCIPAL
-

resulting from such cancellation/rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- 6.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for minimum period of five years, which may be further extended at the discretion of the CHARTERER.
- 6.1.8 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.
- 6.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by PRINCIPAL with the BIDDER, the same shall not be opened.
- 6.1.10 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.10 of this Pact also on the Commission by the BIDDER or anyone 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 PRINCIPAL 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 provided / is not providing similar Air Support Services 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/ services or sub systems/ services 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 PRINCIPAL, if the CONTRACT has already been concluded.

## **8. Independent Monitors**

- 8.1 The PRINCIPAL is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) through Ministry of Earth Sciences,
- 8.1.1 Shri Arun Kumar, Ex. Secretary, Oil Industry Development Board (OIDB), B 38, Virindavan Apartment Plot No1, Sector 6, Dwaraka, New Delhi 110075, E-mail: [kumararun\\_53@rediffmail.com](mailto:kumararun_53@rediffmail.com), Mobile No. 9810621113, and
- 8.1.2 Shri Sushil Gupta, Ex Chairman, Central Ground Water Board (CGWB) Sector 21 C, Faridabad, Haryana, 121001 E-mail: [sushilanitagupta@yahoo.com](mailto:sushilanitagupta@yahoo.com), Mobile No. 9999744061).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.
- 8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL 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 Sub BIDDERS. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub BIDDERS with confidentiality.
- 8.7 The PRINCIPAL 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 PRINCIPAL / Secretary in the Ministry within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL / 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 PRINCIPAL 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 PRINCIPAL.

**11. Other Legal Actions**

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

**12. Validity**

- 12.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the CONTRACT to the satisfaction of both the PRINCIPAL and the BIDDER, including warranty period, whichever is later. In case bidder is unsuccessful, this integrity pact shall expire after 6 months from date of the signing of contract.
- 12.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at Vasco-da-Gama on \_\_\_\_\_ 2018.

SIGNED:	
<p><b>CHARTERER</b> For and on behalf of the CHARTERER</p> <p><b>NATIONAL CENTRE FOR ANTARCTIC &amp; OCEAN RESEARCH</b></p> <p>NAME: TITLE:</p>	<p><b>BIDDER</b> For and on behalf of the BIDDER</p> <p>NAME: TITLE: <b>DIRECTOR</b></p>
WITNESS:	
1. _____	1. _____

+++++++