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Ministry of Earth Sciences, Govt. of India,
Headland Sada, Vasco-da-Gama,
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Reference No. NCPOR-PS/SOE/1/24

Notice of Global Tender for chartering an Ice Class Oceanographic Research Vessel

Notice Inviting Tender (NIT)

Director, NCPOR invites sealed tenders for time charter of an Ice Class Oceanographic Research Vessel capable of independent navigation in pack ice/broken ice areas of Southern Ocean near Antarctica for Indian Southern Ocean Research Expedition for a period of 55±10 days (January-April 2025). Further, at CHARTERERS option upto two extendable periods each of 30 days +/- 10 days and 30 days +/- 10 days at CHARTERERS option. The interested parties can download the detailed tender document from www.ncpor.res.in; and Central Public Procurement Portal <https://eprocure.gov.in> websites. Last date for submitting tender is 30-09-2024.

SD/-

For & behalf of Director, NCPOR.

Tender Document & Notice Inviting of Global Tender

National Centre for Polar and Ocean Research (NCPOR), an autonomous body under the Ministry of Earth Sciences (MoES), Government of India, is the nodal organization for the implementation of various research activities in the Polar Regions and research expeditions to Indian sector of the Southern Ocean. Forthcoming Expedition to Southern Ocean is scheduled to start on January/February 2025. The proposed scientific expedition consists of (i) Scientific operations in polar waters, (ii) Atmospheric measurements, (iii) Standard oceanographic measurements using CTD, ADCP, Thermosalinograph, Microstructure profiler, Deep Ocean Glider, Deep oceanographic moorings, Phyto and Zooplankton sampling, Gravity/box coring, etc. and (iv) Water sampling for chemical and biological studies. The scope of service also includes the engagement of trained and experienced personnel for handling, operating and maintaining all scientific equipment to be used for the present scientific expedition. Technical experts/engineers for assisting the operations of scientific equipment, brought by the CHARTERERS, during the cruise/expedition should also be provided.

In order to undertake the said activities, NCPOR is planning to charter an ice class oceanographic research vessel. The vessel is required for scientific operations during the period to comply with the tasks assigned for the season (January-April) 2025. The selected vessel should be made available with sufficiently experienced crew for ship's operation in polar icy waters, scientific operation and instruments/accessories/spares. The port of mobilization and de-demobilization shall be Port Louis, Mauritius.

Sealed tenders are invited in "Two Bid System" (Cover-I: Technical Bid and Cover-II: Financial Bid) for time charter of one Ice Class Oceanographic Research Vessel capable of independent navigation in pack ice/broken Antarctic sea ice for Indian Southern Ocean Research Expedition for a period of 55±10 days i.e. between January and April 2025. Further, at CHARTERERS option upto two extendable periods each of 30 days +/- 10 days and 30 days +/- 10 days at CHARTERERS option.

1.	Reference No	NCPOR-PS/SOE/1/24
2.	Description	Time Charter of One 'Ice Class Oceanographic Research Vessel capable of independent navigation in pack ice/broken Antarctic sea ice'. The vessel should be sea-worthy in all respects, suitably equipped with all the necessary scientific facilities/utilities for the proposed operations/work and sufficiently experienced crew and technical personnel for operations and maintenance during the voyage to Southern Ocean waters (Maximum up to 70 degrees South Latitude).
3.	Charter Period	For a period of 55±10 days commencing January/February, 2025 with port of mobilization and de-mobilization being the Port Louis, Mauritius. Further, at CHARTERERS option upto two extendable periods each of 30 days +/- 10 days and 30 days +/- 10 days at CHARTERERS option.

4.	Delivery (Laycan) Period	January/February, 2025	
5.	Port of Delivery & Port of Re-delivery	Alongside berth at Port Louis, Mauritius.	
6.	Endurance	Minimum 45 days.	
7.	Area of operation	Indian Sector of Southern Ocean, between Latitude 20 degree to 70 degree South and Longitude 40 degree to 90 degree East.	
8.	Last date and time & place for submitting tender	30-09-2024, 17:00 hours IST at NCPOR, Headland Sada, Goa-403804.	
9.	Date and time of opening of bids	a) Technical Bid b) Financial bid (for Technically qualified bidders)	01-10-2024, 10:00 hours IST Shall be informed to the successful bidder.
10.	Bid Bond/EMD from Scheduled Bank in India or Foreign Bank having branch in India	INR ₹6711600/- (DD/FD/BG as per GFR 170 pg 49 etc) OR USD \$ 80,002 in form of Bank Guarantee as per tender	
11.	Bid validity	120 days from the last date of submission of bid (last date as indicated in Column No. 8 above).	
12.	Bid Bond validity	120 days from the last date of submission of bid (last date as indicated in Column No. 8 above).	
13.	Delivery cum Performance Bank Guarantee (BG) by the successful bidder only from Scheduled Bank in India or Foreign Bank having branch in India	<p>a. Amount- 5% of contract value of one time charter season (2025). The contract value to be taken as Mobilization and De-Mobilization Charges + Day hire charges x 55 days + any other charges, excluding victualling and communication charges.</p> <p>b. BG Validity: 95 (65+30) days from the date of delivery and acceptance of the vessel</p> <p>c. If CHARTERERS exercise option for time charter for stipulated upto two extendable periods each of 30 +/- 10 days, the ship owner shall extend the validity of the Performance Bank Guarantee for the succeeding periods or shall submit a fresh performance bank guarantee 30 days before the expiry of the performance bank guarantee of the concluding period. In such cases, the BG validity</p>	

		shall be 70 days (for extension of one period of 30±10 days) or 110 days (for extension of two periods of 30±10 days) from the date of extension.
14.	Correspondence Address	Group Director (Polar Sciences) National Centre for Polar & Ocean Research (NCPOR) Ministry of Earth Sciences, Govt. of India Headland Sada, Vasco-da-Gama, Goa – 403804, India. Email: oss.g.ncpor@ncpor.res.in

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

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

Group Director (Polar Sciences)
National Centre for Polar & Ocean Research

SPECIFICATIONS, CRITERIA, TERMS & CONDITIONS, MODEL CHARTER PARTY AND OPERATIONAL REQUIREMENT FOR ICE CLASS VESSEL CAPABLE OF INDEPENDENT NAVIGATION IN ANTARCTIC PACK ICE/BROKEN SEA ICE FOR INDIAN SOUTHERN OCEAN RESEARCH EXPEDITION FOR A PERIOD OF (55±10 days, SEASON (January- April) 2025

LIST OF ANNEXURES

Sl. No	Context	Page No
I	Instructions to Bidders and Terms and conditions of the Tender	06
II	Technical Bid Evaluation Criteria	12
III	Document/Acceptance/Undertaking For Compliance of Techno-commercial Bid Evaluation Criteria	23
IV	Financial bid Format	26
V	Tender Acceptance Form	28
VI	Details of offered vessel and Bidder	29
VII	Format for Bank Guarantee towards Bid Bond	33
VIII	Format for Bank Guarantee for Delivery cum Performance Bond	36
IX	Pre-contract Integrity Pact	39
X	Declaration as per New GFR Clause, 144 (ix)	47
XI	Model Charter Party Agreement	48

INSTRUCTIONS TO BIDDERS AND TERMS & CONDITIONS OF THE TENDER

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

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

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

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

- 4.2.1 Duly filled in FINANCIAL BID FORMAT in Indian Rupees/USD/EURO Annexure-IV with authorized signatures and stamp strictly as per format without any alterations or inserting any conditions.
- 4.2.2 Payment to foreign vendors would be made in quoted currency as per tender. The bidders are advised to choose the currency of quote with due consideration to sanctions by UN/EU/OFAC etc which might adversely affect the transactions for which NCPOR shall not be responsible.

5. **Technical and Financial bids** to be submitted to NCPOR under separate sealed covers super-scribed '**TECHNICAL BID**' and '**FINANCIAL BID**' **respectively** and both should be submitted in one single sealed cover super-scribed as "**OFFER FOR TIME CHARTER OF ICE CLASS VESSEL FOR THE INDIAN SCIENTIFIC EXPEDITION TO SOUTHERN OCEAN**" not later than 17:00 IST, on 30-09-2024 to be dropped in the designated tender box on the following address

The Group Director, Polar Sciences,
National Centre for Polar & Ocean Research,
Ministry of Earth Sciences, Govt. of India,
Headland Sada, Vasco da Gama, Goa – 403804, INDIA.

6. Ensure that your bid reaches NCPOR, Goa before last date and time for submitting tender. The bids received after the closing date and time of the tender will not be considered.
7. Ensure that each page of the tender document are signed by the Bidder and returned in original to this office along with the bid.
8. The complete bid including the prices must be type written or printed in Ink. Bids written in pencil will be rejected.
9. The currency of the quote should be in Indian Rupees for Indian Bidders only, should be indicated on the quoted financial bid format (Annexure-IV), else the quotation will be rejected. The Contract Agreement shall be entered in the currency of quote.
10. Conditions leading to forfeit of the Bid Bond:
- a) If the offer is withdrawn during the validity period or any extension thereof.
 - b) If the offer is altered or modified in a manner not acceptable to NCPOR during the validity period or any extension of the validity duly agreed by the Bidder or after the issue of Letter of Intent (LOI) by NCPOR.
 - d) If a bidder whose tender has been accepted, fails to furnish Delivery cum Performance Bank Guarantee within time limit as stipulated in this tender.
 - e) If a bidder fails to honour any of his offers in the bid and any condition of the tender.
11. Bid Bond of unsuccessful bidders will be returned after finalization of the tender. Bid Bond of successful bidder will be returned on receipt of Delivery cum Performance Bank Guarantee.
12. In case certain clarifications are sought by NCPOR after opening the tender, the reply of the bidder should be restricted only to the clarifications sought.
13. Offer(s) to be dropped in box to be placed in NCPOR or may be sent by post or courier. However, NCPOR will not be responsible for 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.

14. NCPOR reserves the right to reject any or all Tenders without assigning any reasons thereof.
15. In case the bidder is not the Owner, agents or authorized representative are bidding, the bidder should provide a letter from Owners authorizing them to bid on their behalf.
16. The model charter party agreement (Annexure-XI) clauses shall form and part of this tender document.
17. The BG for Bid Bond or EMD & BG for Delivery cum Performance Bank Guarantee (BG) should be provided from Scheduled Bank in India or Foreign Bank having branch in India. Bank Guarantee (BG) shall be issued by the issuing bank to the swift account of the CHARTERER (NCPOR) in CHARTERERS bank as per the details below and swift message copy to this effect to be provided to NCPOR in time. All BG charges including the BG handling charges at CHARTERERS bank State Bank of India, Vasco-da-Gama must be borne by issuing bank.

Table:A

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

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

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

18.1 EMD transferred SWIFT code message and while transferring narration should be SSHIPEMD.....(bidder name)

18.2 Undertaking in the following (specified) format with seal & signature of the bidder.

18.3 Transaction / bank charges should be added to the EMD amount before remittance, Final receipt at NCPOR account should not be less than the EMD amount sought in this tender

Undertaking by the Bidder

I/We the bidder M/sis undertake that while remitting EMD in against the tender No....., all the bank charges and loss in foreign exchange during the time of crediting the amount to NCPOR account as well as while refunding the amount by NCPOR to beneficiary account in foreign currency will be borne by bidder. Accordingly, I/We accept that NCPOR shall refund net EMD amount after deducting all estimated bank charges and estimated loss in foreign exchange involved to the bidder account including the cushion for fluctuations in exchange rates and without interest.

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

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

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

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

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

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

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

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

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

PAYMENT TERMS AS FOLLOWS [Table 1]

Sl. No	Charges	Payment details
01	Mobilization (MOB) charges	50% of the total mobilization and demobilization charges shall be paid within 15 working days of delivery and acceptance of the vessel to CHARTERERS at a safe workable berth in Port Louis, Mauritius against submission of invoice.
02	Charter Hire Charges	Charter hire charges on a pro-rata one-minute basis starting from the date & time of delivery and acceptance of the vessel and upto the date & time of redelivery of the vessel shall be payable every 16 th Day on completion of 15 days against submission of invoice. OWNER will submit invoice in order for an amount equivalent to 15 days of Charter hire charges for the release of charter hire payment.
03	Demobilization (DEMOB) charges	Balance 50% of the total Mobilization & Demobilization charges shall be paid after the expiry of the Charter period of 55 days +/- 10 days and upto two extendable periods each of 30 +/- 10 days, at Charterers option, upon re-delivery of the vessel to Owners, as applicable, at a safe berth in Port Louis, within 15 days of submission of invoice.
<p>Note:</p> <ol style="list-style-type: none"> 1. If the charter period is extended due to the low performance of the vessel then extra payments for the extended period will not be applicable 2. Any extension of hiring beyond stipulated periods should strictly correspond to the daily hiring charges accepted as per the tender document. 		

- a. **Victualling charges:** Victualling charges shall be paid monthly within 15 working days of submission of invoice in order along with supporting documents duly authenticate by Master of Vessel and Chief Scientist/CHARTERERS representative.

- b. **Communication Charges:** Routine communication is to be free of cost and any other Communication charges only for CHARTERERS usage shall be payable as per actual along with supporting documents in the form of telephone/data usage bill in original in English Language and duly authenticated by Master of Vessel and Leader of the Expedition/CHARTERERS Representative within 15 working days of submission of invoice, along with final charter hire invoice in order.
- c. **Bunkers on Delivery/ Re-delivery:** The Charterers at the port of delivery and the owners at the port of re-delivery to take over and pay for all fuel remaining in the vessel's bunkers. Any difference in quantity on redelivery of the vessel will be deducted/adjusted based on the basis of the price of the latest delivered bunker rates. The payment shall be made within 15 days of submission of the invoice in original by Charterers or deducted/adjusted in the balance 50% of the mobilization & demobilization charges payable to Owners or any payment due to Owners.
- d. Bunker and condition survey expenses: The vessel to be delivered and re-delivered **with not less than 100 MT (Metric Tons) and not exceeding 300 MT of fuel** in the vessel's bunkers. The available bunkers onboard vessel at the time of delivery and re-delivery shall be recorded by Charterers, on the basis of Joint Bunker Survey. The survey expenses to be shared equally by the CHARTERERS and the OWNERS. The 50% of both the survey expenses will be deducted from the last payment dues to the OWNER by the CHARTERERS.
- e. **Payment Transfer charges:** For international transfers of funds towards the payments by the CHARTERERS to the OWNERS, the bank charges that would be applicable within India would be borne by the CHARTERERS and any charges that would be applicable outside India would be borne by the OWNERS.
21. Tender document is to be downloaded from NCPOR website (www.ncpor.res.in & <https://eprocure.gov.in>) and submitted in the prescribed format.

ANNEXURE-II
TECHNICAL BID EVALUTION CRITERIA

TECHNICAL CRITERIA for the vessel

1. CLASS OF THE VESSEL

The Ice Class vessel should be sea-worthy in all respects, suitably equipped with all the necessary facilities/utilities for the voyage and capable of independent navigation in pack ice/broken ice areas of southern ocean near Antarctica. Adequate documents to substantiate this clause should be attached as Appendix I.

2. AREA OF OPERATION

The area of operation is in the Indian sector of Southern Ocean, between Latitude 20° to 70°South and Longitude 40° to 90°East.

3. CHARTER PERIOD

The charter period shall be 55±10 days between January and April 2025, with the navigational capabilities referenced in Serial No-1. Further, at charterers option upto two extendable periods each of 30 days +/- 10 days and 30 days +/- 10 days at Charterers option. The port of mobilization and demobilization will be Port Luis, Mauritius. Acceptance to this should be provided as Appendix II of bid.

4. SEAWORTHINESS OF THE VESSEL

The vessel type referenced in Serial No-1 must be sea-worthy in all respects and equipped with all the necessary facilities/utilities for the voyage and operations. All statutory certificates, including but not limited to those listed below, with validity upto 31st July 2025 should be enclosed in Appendix III in English or Translated and certified in English. Adequate documentation to substantiate these requirements should be attached as Appendix III.

- a. Classification Certificate
- b. International load line certificate
- c. Safety Radio Certificate
- d. Compliance Certificate to carry Hazardous cargo
- e. SM safety Management Certificate
- f. International Oil Pollution Prevention Certificate
- g. Compliance Certificate of Sewage Pollution prevention
- h. International Tonnage Certificate

5. ENDURANCE

The vessel referenced in Serial No-1 must have a minimum endurance of 45 days for fuel, food and water. The vessel should have sufficient bunkering capacity to store fuel for its own consumption and adequate storage facilities for food and water for both

the charterer's personnel and the ship's crew. This requirement must be substantiated with adequate documentation which should be as Appendix IV of bid.

6. ACCOMODATIONS AND ACCESS TO OTHER AREAS

The vessel referenced in Serial No-1 should have fully air-conditioned accommodation for at least 17 persons (**preferably 35 persons**) of CHARTERERS with W/C and bath facility, besides the requirement of vessel crew and officers. There should be adequate bath and toilet facilities for CHARTERERS personnel. 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 (running of 220 volts; sufficient no. of Indian style adaptors; minimum 100 nos). All above facilities should be made available before delivery of the vessel.

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

7. EQUIPMENTS AND LAB FACILITIES

A. The vessel referenced in Serial No-1 should have sufficient open deck space onboard, (space should be provided to keep atleast three containers near the area where the CTD/MPN operations will be carried out), to accommodate minimum 3 numbers (preferably 6 numbers) of TEU (20L x 8W x 8H) feet containers & adequate space for operating the scientific equipments for oceanographic research. Adequate documents to substantiate and indicating the space offered to fulfill this clause should be enclosed as Appendix VII of bid.

Requirement of equipments onboard: The vessel referenced in Serial No-1 should have following essential scientific equipments [Table-1] in operational state/condition with minimum four technical staff for its operation and maintenance.

TECHNICAL REQUIREMENTS (provided by the OWNER)[Table 2]

I. Essential requirements

Sl. No	Requirment	Specification Details	Remarks
A. Cranes, Winches, A-Frame, etc.			
01	Cranes & Winches	<ul style="list-style-type: none"> • Handle a load of minimum 5T for loading/offloading and handling equipments on deck. • A deep sea winch with rope (minimum-6,000 m length and minimum 8mm diameter cable, with minimum capacity of 5T load. The winch and cable should be capable for operating 6m gravity corer to collect sediment core samples • Display unit to display the cable length (meter wheel) payed out during operation, load on winch, and a cable guider • A winch (conductor cable type) suitable for deep ocean CTD operation with cable of minimum 6000 m length and minimum 6mm diameter. • All essential spares for the winches should be available onboard. 	Adequate documents illustrating the deployment of the CTD and gravity corer instruments should be enclosed as Appendix VI of bid.

02	A-Frame/other provisions for the instrument operation from the aft of the ship	<ul style="list-style-type: none"> • 7 m or more height with 5T SWL. 	Adequate documents illustrating the capability of the A-Frame/other provisions for instrument deployment from the aft should be enclosed as Appendix VI of bid.
03	Hydraulic Telescopic crane	<ul style="list-style-type: none"> • 5T SWL, Length of crane at least 5 m outreach from ship 	Adequate documents illustrating the capability of the crane for handling loads should be enclosed as Appendix VI of bid.
B. Instruments and Technical persons requirement (Adequate documents to fulfill this clause should be enclosed as Appendix VII)			
01	CTD (Conductivity, Temperature and Depth) for measurement and water sample collection	CTD (Preferable SeaBird system with auxillary sensors) comprising with conductor cable with deck unit: <ul style="list-style-type: none"> • Rosette underwater unit with capacity for minmum 12 nos of niskinbottles with minimum 5 lit water sampling capacity. • Data logging and processing system 	A ship with a CTD onboard is preferred.
02	Automatic Weather Station (AWS) for measuring weather parameters like Air temperature, Solar radiation wind speed, wind direction, humidity and atmospheric pressure and preferably solar radiation	<ul style="list-style-type: none"> • Data logger/control station should be fixed in Atmospheric Lab 	Owner should provide the necessary documents for evaluation

03	Echo-sounder	<ul style="list-style-type: none"> • Shallow (1000m) and deep (full ocean depth of minimum 6000m) Echo sounders • Data recording and display facility should be available • Pinger with tracking facility for using with other system like gravity corer is preferred 	Owner should provide the necessary documents/manual of the Echo sounders as per the OEM specification to the charterers
04	Thermosalinograph	<ul style="list-style-type: none"> • Vessel mounted Thermosalinograph • Intake should avoid artifacts from engine room or any other discharge • Data recording and display facility should be available on lab 	Owner should provide the necessary documents and manual as per the OEM specification of the Thermo salinograph to the charterer before the delivery of the vessel
05	Acoustic Doppler Current Profiler (ADCP) (with minimum frequency 35kHz)	<ul style="list-style-type: none"> • Vessel mounted ADCP for measurements of ocean currents • Data recording and display facility should be available 	Owner should provide the necessary calibration certificates and manual as per the OEM specification of ADCP to the charterer before the delivery of the vessel
06	10 computers with latest windows OS and MS office including multifunctional device (printer/scanner/photocopy)	<ul style="list-style-type: none"> • One multifunctional device (printer/scanner/photocopy) in expedition Leader's room and one in the computer lab for color and BW printing (additional cartridge and paper should be provided) 	Supporting documents to show the working condition of the computers and associated devices should be provided before the

		<ul style="list-style-type: none"> • Adequate space provided for installation and operation 	delivery of the vessel
07	Hot air oven	<ul style="list-style-type: none"> • Hot air oven with Air Circulation fan and digital display of minimum 80-100 Litre capacity 	Supporting documents/manuals to be submitted
08	Laminar Flow/Clean bench	<ul style="list-style-type: none"> • Laminar Flow/Clean bench suitable for microbiological works 	Supporting documents/manuals to be submitted
09	Incubators	<ul style="list-style-type: none"> • Two numbers incubators with lighting facility and temperature range 4°C to 37°C. 	Supporting documents/manual
10	Mili Q for ultrapure water Unit	<ul style="list-style-type: none"> • System with advanced reverse osmosis and UV treatment • Water quality should be ultra pure (Type I) (18.2 m ohm cm at 25°C, <1 ppb • TOC and no particles > 0.22 µm • With POD dispenser and storage tank 	<p>If the unit is not available onboard, the owner should provide a minimum of 1000 lits of Mili Q water</p> <p>Supporting documents/manuals as per the OEM specification to be submitted</p>
11	Deep Freezers	<ul style="list-style-type: none"> • Vertical cold storage for water samples (capacity ~ 1000 litersx 1 each) at various temperature (4°C,-20°C, -40°C/-80°C) in Wet lab. • Four refrigerators ~300 liters each in Dry Lab. • Two Chest freezers of ~500 liters (-20°C) and (-40°C/-80°C) in laboratory in Dry Lab 	

12	Small motarized boat	<ul style="list-style-type: none"> • Provide a small motarized boat and the facility to lower the boat while deploying the glider and other required observations in the sea-ice regions 	Supporting documents of the safety and the working condition of the boat to be submitted
13	Technical crew member along with minimum four walkie talkie for the scientific instrument operations.	<ul style="list-style-type: none"> • Well experienced three ship technical personnel for uninterrupted operation (24x7) of the charterers scientific instruments (CTD, ADCP, MPN, Gravity corer, Bongo Net, Radiosonde balloon operation etc.) for assembly, deployment and retrieval, including winch/ A frame/Jib boom/crane/ deck operations • Scientific crew/team working on deck should be provided with Safety working Vests and helmets 	
<p>C. Lab and Deck Space requirements</p> <p>The offered vessel should have sufficient deck space for operating the scientific equipments for oceanographic research. Adequate documents to substantiate and indicating the space offered to fulfill this clause should be enclosed as appendix VII.</p>			
01	Container storage space	Adequate place at deck should be provided for accommodating minimum 3 nos (preferably 6 numbers) of containers TEU (20Lx 8Wx 8H) feet	Supporting documents/charts/diagrams should be provided
02	Space/provisions for CTD/MPN operation	<ul style="list-style-type: none"> • Adequate space for CTD/MPN operation and collection of sea water samples is essential 	Owner should provide the necessary documents for evaluation
03	Open Deck Space	<ul style="list-style-type: none"> • Open deck space suitable for Gravity coring, deck incubation 	Supporting documents/charts/diagrams

		experiment and sample collection	should be provided
04	Radiosonde balloon operation of atmospheric parameter measurement	Obstruction free space to launch Radio Sonde Baloon Sufficient space and facility should be provided for keeping minimum 20 Hydrogen/Helium cylinders	
05	Lab Space for filtration of seawater, incubation experiments, physical and biological analysis	<ul style="list-style-type: none"> • Air conditioned and temperature controlled • Seawater and fresh water supply with facility of wash basin (2 nos.) 	
06	Lab space for various chemical experiments	<ul style="list-style-type: none"> • Facility to secure/tightening the instruments glasswares during rough condition of sea. • Air conditioned and temperature controlled 	
07	Atmospheric lab for continuous monitoring of various atmospheric parameters	<ul style="list-style-type: none"> • In the forward side of the ship (to avoid smoke contamination from ship exhaust) 	
08	Lab space for Salinometer measurement	Temperature controlled room (1 no)	
09	Lab space for Microbiological works	<ul style="list-style-type: none"> • Seawater and fresh water supply with facility of wash basin 	
10	Computer lab with Multifunctional device (printer,scanner, and photocopy)	<ul style="list-style-type: none"> • Suitable space for computer lab 	
11	Easy access storage space	<ul style="list-style-type: none"> • Adequate space for the storage of sample boxes/consumables/accessories essential for everyday work, to be kept with proper lashings 	
12	Deck space for incubation experiment operation	<ul style="list-style-type: none"> • Deck area should be spacious/shadow free for conducting deck based incubation experiment • Facility for a continuous supply of surface seawater is required 	

13	Meeting/Conference/Comm on Room with internet, LCD/LED Display with audio system	<ul style="list-style-type: none"> Should be provided for the scientific team 	
14	Accommodation Cabins with washrooms attached	<ul style="list-style-type: none"> All cabins should be with air-conditioning and heating as per the weather conditions (Polar conditions) 	

II. Instruments brought by CHARTERERS and support required

SI No	Name of the instruments	Requirement for the instruments to be provided by the owner
1	Microstructure profiler with all spares of winch capable	<ul style="list-style-type: none"> A plate (30cmx30cm) need to be fixed at railing/on a stool fixed near to the railing at aft to fix the winch for operating the profiler and power supply as well as installation of winch are required. At least two crew members are required for operation
2.	UCTD with all spares and cables	<ul style="list-style-type: none"> A plate (50cm x 50cm) needs to be fixed at railing/on a stool fixed near to the railing at aft to fix the winch for operating the profiler and power supply as well as installation of winch are required At least one crew members are required for operation
3.	XCTD with all accessories	<ul style="list-style-type: none"> One crew member is required for the operation
4.	IOP (Inherent optical profiler) for light and biological parameter measurement	<ul style="list-style-type: none"> Operation required through winch / A frame At least one crew member is required for operation
5.	Radiometer for light and biological parameter measurement	<ul style="list-style-type: none"> Operation required through winch / A frame (Horizontal towing) At least two crew members are required for operation

6.	Radiosonde balloon operation of atmospheric parameter measurement	<ul style="list-style-type: none"> • At least one crew member is required for operation
7	Sediment gravity coring operation	<ul style="list-style-type: none"> • At least two crew member is required for operation
8	Multi-Plankton Net (MPN) operation	<ul style="list-style-type: none"> • At least two crew member is required for operation

8. COMMUNICATION AND NAVIGATIONAL FACILITIES

The vessel should have adequate communication and navigational equipment on-board for ship operations. These include HF, VHF and satellite communication equipment. The satellite communication systems (E mail, Internet and Wi-Fi) for uninterrupted access by the CHARTERERS from India. The vessel should also have Radar, GYRO Compass, GPS, weather Facsimile recorder, Satellite cloud-imagery receiving system (APT), ice-information receiving equipment and any other requisite equipment for navigation of the vessel in icy waters. All these equipment should be made available to CHARTERERS personnel for scientific observations and operational requirements. The vessel should have two numbers each independent sounding lead systems and Radar systems for 10 cm and 3cm respectively and also to have low-altitude Radar scanner to monitor icebergs in close sea-ice, day light screens for monitors and a minimum of two flood light projectors. Adequate documents to substantiate and indicating the details of above requirement to fulfill this clause should be enclosed as Appendix VIII of bid.

8. THRUSTERS

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

OTHER REQUIREMENTS

The offered vessel should have following facilities for CHARTERERS personnel:

- a. The proper medical facilities along with a Doctor to meet the medical needs.
- b. Proper kitchen with adequate number of gadgets and crockery, Indian cook to serve Indian food, dining hall to accommodate at least 20 persons at a time and sufficient number of washing machines
- c. Adequate life boats, both at port and star-board sides, sufficient enough to rescue the CHARTERERS personnel and crew in any unforeseen eventuality.

- d. Adequate recreation and conferencing facilities such as TV, Audio, and few indoor games.
- e. A single room set with attached bath and toilet facilities for the use of expedition leader with PC/Printer, refrigerator etc.
- f. An office room equipped with PC, printer, photocopier and internet facility.
- g. Adequate fresh water facilities for bath
- h. Packaged drinking water for consumption by expedition members (avg. 4 lit/person/day)

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

ANNEXURE-III

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

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

<u>DOCUMENT/ACCEPTANCE/UNDERTAKING FOR COMPLIANCE OF TECHNO-COMMERCIAL BID EVALUATION CRITERIA</u>			
S. No	Specification/Description (Pl refer Annexure II for details of Sl nos. 1to 10 below)	Compliance (Strike out which is not applicable)	Supporting document for complied criteria to be enclosed by the bidders with technical bid (cover I) as appendix serial number:
1	Class of the Vessel	Complied/not complied	Appendix –I
2	Charter Period	Complied/not complied	Appendix –II
3	Seaworthiness of the vessel	Complied/not complied	Appendix –III
4	Endurance	Complied/not complied	Appendix –IV
5	Accommodation	Complied/not complied	Appendix –V
6	Cranes &Winches	Complied/not complied	Appendix –VI
7	Equipment and Lab facilities	Complied/not complied	Appendix –VII
8	Communication and Navigational facilities	Complied/not complied	Appendix –VIII
9	Thrusters	Complied/not complied	Appendix –IX
10	Other Requirements	Complied/not complied	Appendix –X
11	Submission of bids in “Two Bid System”. (Cover-I : Technical Bid and Cover-II : Financial Bid)	Complied/not complied	Appendix-XI
12	Submission of Bid Bond INR ₹6711600/- USD \$80,002 along with Technical Bid	Complied/not complied	Appendix-XII

13	Unconditional validity of bid for 120 days from the last date of submission of bid	Complied/not complied	Appendix-XIII
14	Acceptance for submission of Delivery cum Performance Bank Guarantee for execution of contract for a sum equivalent to 5% of contract value for one season, in case of award of contract to the bidder	Complied/not complied	Appendix-XIV
15	In the event of the agreement being extended for extendable periods, as stipulated, the bidder accepts to extend Delivery cum Performance Bank Guarantee or submit a fresh Bank Guarantee 30 days before the expiry of the earlier.	Complied/not complied	Appendix-XV
16	Offer submitted in original duly signed by the OWNERS/ authorized representative on each page	Complied/not complied	Appendix-XVI
17	Bidder accepts to render services on specifications, terms and conditions mentioned in the tender document	Complied/not complied	Appendix-XVII
18	Submission of authority letter from OWNER, in case bid is submitted by authorized agent.	Complied/not complied	Appendix-XVIII
19	Pre-contract Integrity Pact	Complied/not complied	Appendix-XIX
20	Copies of all mandatory certificates and documentary evidence detailing the facilities and all equipments offered as the part of the proposed vessel to be submitted along with the technical bid document.	Complied/not complied	Appendix-XX
21	Copy of Financial bid with the prices masked (unpriced financial bid)	Complied/not complied	Appendix- XXI

Signature.....

Name.....

For and on behalf of

.....

.....

.....

Duly authorized to sign Tenders for and on behalf of the

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

FINANCIAL BID FORMAT

The Financial Quote should be submitted in the following format:

- Indian bidders should quote in Indian Rupees and Indian bidders will be paid in INR only
- Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices
- Financial bid without mentioning appropriate quoted single currency (Indian Rupees or USDs/EUROs) shall be rejected
- Communication and navigation facilities as detailed in 25(a) will be paid by the CHARTERERS to OWNER on actual as detailed in payment terms, therefore, communication and navigation charges should not to be quoted and not to be considered under other charges

The details of charter hire cost, mob and demob at Port Louis, victualling etc. for season i.e. 55+/- 10 days and same shall be applicable for two subsequent hiring period in the event of CHARTERERS and OWNERS exercising their option for second and third extension of 30+/- 10 days

- Bids shall be evaluated in equivalent Indian Rupees at the closing market rate of Foreign exchange (bills selling) as declared by SBI, Vasco-Da Gama on the day of opening of Financial bid.

Sl. No	Description	Rate in ... (one day/ single person) (Indicate INR (only for Indian bidders) or USD/EURO (only for foreign bidders) quoted in any single currency, if not written bid will be rejected)	Rate in ... (45 days/ for minimum 17 (Preferably 35) persons) (Indicate INR (only for Indian bidders) or USD/EURO (only for foreign bidders) quoted in any single currency, if not written bid will be rejected)
1.	Mobilisation and De-mobilisation (lump sum) Port Louis, Mauritius	Total =	Total =
2.	Charter hire per day	Per day =	× 45 days =
3.	Victualling charges per person per day	Per person & Per day =	minimum 17 (Preferably 35) persons × 45 days =
4.	Other charges if any, please specify		
GRAND TOTAL			

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

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

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

TENDER ACCEPTANCE FORM

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

1. Having examined the Tender Document (Ref. No-NCPOR/PS/SOE/1/24) dated _____ along with all Annexure for the performance of the Services tendered for, we, the undersigned, hereby offer to perform the Services in conformity with all the conditions set out in the Tender Document.
2. We agree to abide by this Tender validity for a period of 120 days from the last date fixed for receiving the same and it shall remain binding upon us and to be accepted by you at any time before the expiration of that period.
3. We understand that NCPOR is not bound to accept the lowest or any Tender received and NCPOR has the right to cancel the Tender.
4. We have not been blacklisted by any client or violated/defaulted any norms in any country.

Signature.....

Name.....

For and on behalf of

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

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

.....

Date:.....

ANNEXURE-VI

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

DETAILS OF OFFERED VESSEL AND BIDDER

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

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

	(Fuel/Oil/Lubes/Compressed gas cylinders of hydrogen, Helium, nitrogen, oxygen, argon, LPG etc.)		
3.17	Number of Cranes and maximum load lifting capacity		
3.18	Maximum Lifting capacity with single crane (MT)		
3.19	Water Production/day (m3)		
3.20	Number of life boats / rescue boats with capacity for number of persons		
3.21	Number of life rafts with capacity for number of persons		
3.22	Boat required for scientific operations		
4	ACCOMMODATION		
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.		
5	ENGINE, BOILER, FUEL & SPEED		
5.1	Number of Engine(s)		
5.2	Main Engine Type		
5.3	Main Engine (BHP)		
5.4	Auxiliary Engine Type		
5.5	Auxiliary Engine (BHP)		
5.6	Central Heating System		
5.7	Bunker/Fuel type / Grade		
5.8	Bunker capacity (MT)		
5.9	Speed Max (knots)		

5.10	Speed Normal Cruising (knots)		
5.11	FUEL GRADE: Indicate vessel using Marine Gas Oil (MGO) / Marine Diesel Oil (MDO).		
5.12	Fuel Consumption per 24 hrs Normal Cruising (MT)		
5.13	Fuel Consumption per 24 hrs Max Speed (MT)		
5.14	Endurance in Southern ocean waters (up to 70 degree south latitude including journey time (Number of Days)		
5.15	Thrusters -type and number(s)		
5.16	Indicate vessel has following facilities:		
5.16.1	Stern A frame of 5 Ton SWL, around 7 meters tall		
5.16.2	A deep sea winch with rope (minimum-6,000 m length and minimum 8mm diameter cable, with minimum capacity of 5T load.		
5.16.3	A winch (conductor type cable) suitable for deep ocean CTD operation with cable of minimum 6000 m length and minimum 6mm diameter.		
5.16.4	SWL 5 T at Max outreach. (outreach of crane to be about 5 meter outreach from the ship).		

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

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

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

FORMAT FOR BANK GUARANTEE TOWARDS BID BOND

(To be stamped in accordance with the stamp Act)

To

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

Dear Sir,

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

(hereinafter called the bidder which expression shall, unless repugnant to context or meaning thereof, mean and include all its successors, administrators, executors and assignees) are submitting a Tender Reference No. NCPOR-PS/SOE/1/24 (hereinafter referred to as Tender) and bidder having agreed to furnish an unconditional and Irrevocable Bank Guarantee of **INR /- OR USD OR EURO (Indian Rupees only / US Dollars only/ EURO only) (as applicable)** towards bid bond/EMD as stated in tender document & notice inviting of global tender & Instructions to Bidder and other terms and conditions of tender especially the condition that bidder shall keep his tender open for a period of 120 days as extended from time to time and shall not withdraw or modify it to which the bidder has given absolute and unconditional acceptance and **45 days i.e. from (last date of receipt of tender) -----** or undertaking and is bound without any reservations as to any matter or thing whatsoever on such acceptance and FOR THE BIDBOND/EMD CONDITIONS OF THIS TENDER OBLIGATION ARE: 1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender. 2) If the tenderer having been notified of the acceptance of his tender by NCPOR during the period of its validity. 2.a) If the tenderer fails to furnish the Performance security for the due performance of the contract. 2.b) Fails or refuses to execute the contract.

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

without any demur, reservations, recourse, context or protest and/or without any reference to the bidder and any such demand made by the NCPOR on the Bank shall be conclusive and binding notwithstanding any difference between the NCPOR and the bidder or any dispute pending before any court, arbitrator or any other authority and/or any other matter whatsoever. We also agree that guarantee herein contained shall be irrevocable unless it is invoked, earlier by the NCPOR in writing. The guarantee shall not be determined/discharged/affected by the liquidated, winding-up, dissolution or insolvency of the bidder and will remain valid, binding and operative against the bank.

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

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

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

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

7. Notwithstanding anything contained herein above, our liability under this guarantee is limited to **INR /USD/ EURO (Indian Rupees only / US Dollars only/ EURO only) (as applicable)** _____ in aggregate and it shall remain in full force upto and including 45/60 days after _____ (last date of the validity period) unless extended further from time to time, for such period as may be instructed in writing by M/s. _____ **(Name of the Bidder)** _____ on whose behalf this guarantee has been given, in which case it shall remain in full force upto and including 45 days after the extended date. Any claim under this guarantee must be received by us from last date of the validity period or before the expiry of 45/60 days from the extended date, if any, if no such claim has been received by us within the 45 days after the said date/extended date, the NCPOR's right under this guarantee will cease. However, if such a claim has been received by us within and upto 45/60 days after the said date/extended date, all the NCPOR's right under this guarantee shall be valid and shall not cease. In case bidder (hereinafter called "Contractor") becomes successful bidder as declared by NCPOR, i.e. his tender is accepted the validity of this Bank Guarantee will automatically be extended until the Contractor furnishes to the NCPOR a Bank Guarantee for an amount equivalent to 5% of the First time charter period contract price towards Delivery cum performance guarantee for delivery of one number of Oceanographic Research vessel and satisfactory performance of the Contract.

In case of failure to furnish the Delivery cum performance Bank Guarantee the claim must be submitted to us within 60 days after last date of validity period or extended period. If no such claim has been received by us within 60 days after the said date/extended date, the NCPOR's right under this guarantee will cease. However, if such claim has been received by us within and upto 60 days after the said date/extended date, all the NCPOR's right under this guarantee shall be valid and shall not cease.

This guarantee is valid until the _____ day of _____ 2024 including the claim period of 60 days after bid validity.

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

Dated this _____ day of _____, 2024 at _____.

Witness:

Signature: Signature

(Full name in capital letters)
Designation with Bank stamp
Attorney as per Power Attorney

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

FORMAT FOR BANK GUARANTEE FOR DELIVERY CUM PERFORMANCE BOND

Ref: Bank Guarantee No. _____
Date _____

To

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

Dear Sir,

In consideration of National Centre for Polar & Ocean Research having its registered office at Headland Sada, Vasco-Da-Gama, Goa-403804, INDIA (hereinafter referred to as "THE NCPOR") which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns and having entered into a Contract/Notification of Award of Contract dated _____ (hereinafter called "THE CONTRACT") which expression shall include all the amendments thereto with M/s. _____ (name of Company) _____ having its Head/Registered Office at _____ (address) _____ (hereinafter referred to as "THE CONTRACTOR") which expression shall unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns and the contract having been unequivocally accepted by the Contractor resulting in a contract for an estimated value at INR/USD/EURO ----- (of contract value of one time charter season which is to be taken as Mob-DeMob Charges + Day hire charges x 55 days + any other charges but excluding victualling and communication charges if any) (Indian Rupees/US Dollars/EURO _____) for one Expedition season Contract for time Charter of One suitable ship (**Name of the vessel & IMO Number**) for Southern Ocean/ Antarctic waters Operations and the NCPOR having agreed that the Contractor shall furnish to the NCPOR 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/USD/EURO ----- (Mob and DeMob Charges + Day hire charges x 55 days + any other charges but excluding victualling charges 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 NCPOR any money or all money to the extent of INR/USD/EURO _____ (Rupees/USD/EUROs _____) in aggregate on breach of contract by the contractor at any time without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the NCPOR on the Bank shall be conclusive and binding notwithstanding any difference between the CHARTERERS and the Contractor or any dispute pending before any Court, Tribunal, Arbitrators or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the NCPOR in writing.

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

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

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

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

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

7. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to INR/USD/EURO _____ (Indian Rupees/USD/EUROs _____) 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 upto 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 NCPOR's right under this Guarantee will cease. However, if such a claim has been received by us within and upto sixty (60) days after the said date/extended date, all the NCPOR's right under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

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

Date this _____ day of _____ 2025 at _____

WITNESS:

(SIGNATURE)

SIGNATURE: _____

NAME

NAME& DESIGNATION WITH

BANK STAMP

OFFICIAL ADDRESS

PRE-CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ year 202__, between, on one hand, the Director, National Centre for Polar & Ocean Research, Headland Sada, Goa, India (hereinafter called the "CHARTERERS", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Mr. _____, Designation, (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

1. Commitments of the CHARTERERS

1.1 The CHARTERERS undertakes that no official of the CHARTERERS, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

Commitments of BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

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

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

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the

CHARTERERS to the forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6. Sanctions for Violations

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

i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) Forfeiture of the Security Bid Bond (in pre-contract stage) and/or Performance Security Bond (after the contract is signed) stand forfeited either fully or partially, as decided by the CHARTERERS and the CHARTERERS shall not be required to assign any reason therefore.

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

iv) To recover all sums already paid by the CHARTERERS to the BIDDER, with interest thereon at 2% higher than the prevailing MCLR i.e. Marginal Cost of Funds based Lending Rate (or the rate that replaces it) of State Bank of India. If any outstanding payment is due to the BIDDER from the CHARTERERS in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the CHARTERERS, along with interest.

vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the CHARTERERS resulting from such cancellation/rescission and the CHARTERERS shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii) To debar the bidder from participating in future bidding processes of the Government of India for minimum period of five years, which may be further extended at the discretion of the CHARTERERS.

viii) To recover all sums paid in violation of this pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by CHARTERERS with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Bond in case of a decision by the OWNER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7. Fall Clause

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

8. Independent Monitors

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

Contact details of Independent External Monitors (IEMs)

1. Sh. Ajay Kumar Lal, IRAS (Retd.) DDA,
HIG Block 3A/101/A, Motia Khan (Near Jhandewalan Temple)
D.B. Gupta Road, New Delhi-110015]
(Email: ajay_k_lal@yahoo.com, Mobile No.9560712003)
2. Sh. Pavan Kumar Jain, IDSE (Retd.)
A-402, Shree Ganesh Apartments,
Plot No. 12 B, Sector-7 Dwarka,
New Delhi- 110075 Email: mespkj@gmail.com Mobile No.9313498388)

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

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

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

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

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

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

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

CHARTERERS

BIDDER

Name: _____ (Details: _____)

DIRECTOR

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

Witness Witness

1. _____ 1. _____

2. _____ 2. _____

Annexure-X

Declaration as per New GFR Clause, 144 (ix)

‘I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]’

(Full name, designation & address of the person duly authorized sign on behalf of the bidder) For and on behalf of (Name, address and stamp of the tendering firm

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

It is this day mutually agreed between

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

AND

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

CLAUSE 1. PERIOD

The OWNERS let and the CHARTERERS hire the vessel for a period of 55±10 days in CHARTERERS option for the vessel to be mobilized from Port Louis for a voyage to and from Southern Ocean up to 70 degrees South Latitude for the Austral summer during the period of January, 2025 to April, 2025

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

CLAUSE 1.A. PORT OF DELIVERY

At one safe port Port Louis, Mauritius 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.

CLAUSE 1. B.TIME OF DELIVERY

The vessel to be delivered (laycan period) on January/February 2025 at Port Louis, Mauritius. The OWNER to keep the CHARTERERS updated as accurately as possible on the vessel's expected delivery dates. If CHARTERERS exercise option for optional season the delivery laycan period will be mutually agreed dates between OWNERS and CHARTERERS in month of /January.

CLAUSE 2. TRADE

The Vessel to be employed in lawful trades for the carriage of lawful merchandise only between good and safe ports or places where she can safely lie always 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 and Southern Ocean waters. Area of operations broadly extending between Latitude 20 degree to 70 degree South and Longitude 40 degree to 90 degree East for the purpose of scientific exploration, experiments and for scientific research. The vessel will carry scientists, CHARTERERS personnel and their equipments and other scientific equipments and materials to the study region.

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

CLAUSE 3. OWNERS TO PROVIDE

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

CLAUSE 4. CHARTERERS TO PROVIDE

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

CLAUSE 5. BUNKERS

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

The Vessel to be delivered and re-delivered with not less than 100 tons MGO/MDO in the vessel's bunker tanks.

CHARTERERS to deduct the value of bunkers expected to be onboard on redelivery at the rates at which the CHARTERERS procured the fuel(MGO/MDO) to be used in the vessel for operating in polar waters at the time of its delivery at Port Louis, Mauritius from the payment of last charter hire, remaining half of the mobilization-demobilization charges and any other payment due to OWNERS.

CLAUSE 6. HIRE & PAYMENT

The CHARTERERS to pay as hire **in quoted currency INR/USD/EUROs** [INR/USD/EUROs only] per day, all inclusive of overtime of the vessel's Officers and Crew and the cost of lubricants, pro rata one minute for part of the day. The charter hire as above is payable commencing in accordance with date of delivery, until the Vessel's re-delivery to the OWNERS (Refer Table 1 for Payment terms)].

- a. **Victualling charges:** Victualling charges shall be paid monthly within 15 days of submission of original invoice in order along with supporting documents duly authenticate by Master of Vessel and Chief Scientist/CHARTERERS representative.
- b. **Communication Charges:** Communication charges only for CHARTERERS usage shall be payable as per actual along with supporting documents in the form of telephone/data usage bill in original in English Language and duly authenticated by Master of Vessel and Leader of the Expedition/CHARTERERS Representative within 15 working days of submission of invoice in original, along with final charter hire invoice in order.
- c. **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
- d. Survey, at the prevailing rate at which bunkers have been procured by the CHARTERERS before commencement of Voyage. The payment shall be made within 15 working days of vessel delivery and submission of invoice in original and in order.
- e. **Bunkers on Re-Delivery:** The cost of available bunkers onboard vessel at the time of re-delivery on the basis of Off-hire Joint Bunker Survey shall be deducted from 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 any remaining payment shall be made within 15 working days of submission of invoice in original by the OWNERS.

- f. **Bunker and condition survey expenses: The survey expenses** to be shared equally by the CHARTERERS and the OWNERS. The 50% of both the survey expenses will be deducted from the last payment due to the OWNER by the CHARTERERS.
- g. For international transfers of funds towards the payments by the NCPOR to the OWNERS, the bank charges that would be applicable within India would be borne by the NCPOR and any charges that would be applicable outside India would be borne by the OWNERS.

Payment of hire to be transferred to:

OWNERS' BANK ACCOUNT

Account Holder Name:

Bank Name:

Bank Branch:

Swift Code :

Account Number :

Other Details :

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

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

CLAUSE 7. RE-DELIVERY

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

NOTICE

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

CLAUSE 8. CARGO SPACE

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

CLAUSE 9. MASTER

The Master to execute all voyages and nautical operations including Antarctic waters voluntarily to assist research work, experiments, obtaining samples from outside and or ocean bed with the utmost dispatch and to render required assistance with the Vessel's Crew as per Ship's Articles. The Master to be under the orders of the CHARTERERS as regards employment, agency or other arrangements. The CHARTERERS to indemnify the OWNERS against 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 CHARTERERS has reason to be dissatisfied with the conduct of the Master, Officers, or Engineers, the OWNERS, on receiving particulars of the complaint, promptly to investigate the matter, and, if necessary and practicable, to make a change in the appointments.

CLAUSE 10. DIRECTIONS AND LOGS

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

CLAUSE 11. SUSPENSION OF HIRE

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

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

CLAUSE 12. RESPONSIBILITY AND EXEMPTIONS

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

CLAUSE 13. LOSS OR DAMAGE

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

CLAUSE 14. EXCLUDED PORTS

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

CLAUSE 15. LOSS OF VESSEL(S)

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

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

CLAUSE 16. OVERTIME

No overtime charges shall be payable by Charterers.
See Clause 30

CLAUSE 17. LIEN

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

CLAUSE 18. SALVAGE

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

CLAUSE 19. SUBLET

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

CLAUSE 20. WAR ("Conwartime1993")

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

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

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

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

D) (i) The OWNERS may 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 CHARTERERS's orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the CHARTERERS to the OWNERS at the same time as 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:

(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 onboard the Vessel where there is a reason to believe that they may be subject to internment, imprisonment or other sanctions:

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

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

CLAUSE 21. CANCELLING

Should the Vessel not be delivered as set out by January/February 2025, the CHARTERERS to have the option of cancelling the Charter.

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

CLAUSE 22. DISPUTE RESOLUTION

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

CLAUSE 23. ARBITRATION

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

CLAUSE 24. AUTHORIZATION LETTER

If a service provider or agent participates as per the tender requirement, and if a bidder is empaneled by the Competent Authority under GFR 144 (xi) a copy of the same or GFR-144 (xi) compliance certificate as per the Annexure-X must be uploaded.

Clauses № 25 to 73, both inclusive as attached and “For good order sake” Item 1 to 30 as attached and General Arrangement documents and reference to ‘Fire fighting and Life saving appliances, Estimated fuel consumption pattern Per annexure I, as attached herewith, are deemed to be incorporated in this Charter party.

OWNERS

.....

CHARTERERS

**For and on behalf of CHARTERERS
National Centre for Polar &
Ocean Research, (Ministry of Earth
Sciences, Government of India)
Headland Sada, Vasco-da-Gama,
Goa403804**

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

TROPICAL/SW ____/____

TROPICAL FWA (SUMMER DRAFT): ____ MM

LOADED SUMMER TPC: ____ MTNS/CM

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

3. TONNAGE GROSS/NET

INTERNATIONAL: ____/____

SUEZ: ____/____

PANAMA: ____

4. DIMENSIONS OF CARGO SPACES

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:

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: ___
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
 BOILER IS REQUIRED: ___ MTS IFO 40
 THEN AIR TEMP. BELOW 5 DEG ___ MTS IFO 40
 THEN AIR TEMP -30-40 DEG (C) ___ MTS IFO 40
 ANY OTHER CONDITION
13. TANK CAPACITY
 WATER BALLAST: TOTAL: ___ CBM
 FUEL OIL: 90 PCNT: ___/___ T/CBM (INCL OVERFLOW TANK)
 TOTAL: ___/___ T/CBM
 DIESEL OIL: 90 PCNT: ___/___ T/CBM
 LUBRICATING OIL: ___/___ T/CBM
 ALL SLUDGE AND DIRTY TANKS: ___/___ T/CBM
 FRESH WATER TANKS CAPACITY: ___ CBM

UNPUMPABLE TANK RESIDUES:

FUEL ___ MTS
LUB ___ MTS
BALLAST ___ MTS
FW ___ MTS
OTHER ___ MTS

14. BALLASTING SYSTEM.

BALLAST PUMP:
CBM/HOUR
BALLASTING TIME: ___ HRS
DEBALLASTING TIME: ___ HRS
TOTAL DEBALLASTING: ___ HRS
LOCATION OF THE BUNKERING STATION: _____

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

15. DISTANCES (Between superstructure, holds, 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

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
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.

22. NO OF CABINS AVAILABLE FOR PASSENGERS:

THERE ARE ____ CABINS, ____ CABINS – 2 SEATERS. ____ CABINS - 3 SEATER, ____ SINGLE CABIN

23. DINING HALL (SITTING CAPACITY)

24. RECREATION ROOM; ____ SQUARE METRES.

25. NO OF GALLEY (KITCHEN).

26. BOILER:

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

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

TOTAL ___/___ TONS/CBM

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

HENCE TOTAL : _TONS

28. SPEED

MAXIMUM

IN LOADED/BALLAST CONDITION ___ KNOTS

SPEED NORMAL CRUISING

IN LOADED/BALLAST CONDITION ____ KNOTS

29. FUEL GRADE

CONSUMPTION DETAILS

SERVICE SPEED/DAILY CONSUMPTION

SEA LOADED PASSAGE:

SEA BALLAST PASSAGE:

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

31. THRUSTERS

BOW/STERN THRUSTER_____

ALL DETAILS ABOUT AND GIVEN IN GOOD FAITH.

ENDURANCE

The Vessel has an endurance of sixty five days in the area of operation in Southern Ocean up to 70 degrees South Latitude including the voyage time. The Vessel has sufficient bunkering

facility to store fuels for its own consumption for the entire period of chartering.

COMMUNICATION AND NAVIGATION FACILITIES

The Vessel will have adequate communication and navigational equipment onboard for ship operations. These include HF, VHF and satellite communication equipment having e-mail and internet facility. The satellite communication systems will be pointed towards the Indian Ocean region of satellites for uninterrupted access by the CHARTERERS from India. CHARTERERS have an option to use the vessel's communication equipment subject to proper record-keeping of such usage and including entries in the ship's radio 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 CHARTERERS's staff should sign monthly radio station bill, confirming the fact of the services rendered. The CHARTERERS are to pay communication cost within 10 banking days upon receipt of the invoice and supporting documents from the OWNERS. The vessel will also have Radar, GYRO Compass, Echo-sounder measuring depths up to more than 7000 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 CHARTERERS's personnel for scientific observation and operational requirements. It will have the standby set-ups for all these operationally needed equipment.

Clause 25(B)

The fuel consumption stated in 25(a) is an approximate estimate only. The daily consumption of IFO (usage of IFO has been banned south of 60°S since 2011) and MDO with bunkers remain onboard (BroB) will be furnished by the Master to the CHARTERERS/CHARTERERS representative / Expedition Leader and the expenses will be borne by the CHARTERERS as per actual.

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

In addition to quantities of bunkers on delivery for season, the CHARTERERS to arrange stem and take onboard bunkers prior to departure from Port Louis, Mauritius for their voyage to Southern Ocean waters upto 70 degree South Latitude. Based on cruise plan of CHARTERERS the Master to recommend estimated quantities of bunkers with due regard to safety margin.

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

CLAUSE 26 Accommodation

The Vessel has fully air-conditioned, including room heaters, in accommodation for at least 17 (Seventeen) preferably 35 (Thirty Five)/ as per actual (this will be informed before 10 days of delivery of the vessel) of CHARTERERS, besides the Vessel's crew. The entire living accommodation is in the superstructure of the Vessel. Each cabin will have a working table, chairs and sufficient space for members to keep Southern Ocean and Antarctic winter clothing and their daily utility items. Each cabin will also have electrical points (Indian type) to operate electrical gadgets.

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

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

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

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

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

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

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

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

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

Adequate fresh water facilities for bath and potable drinking water for consumption by expedition members will be available. Potable drinking water [mineral water in sealed bottles] for at least 4 liters per person per day to be provided by the ship. Additional means of producing fresh water onboard the vessel will be available.

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

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

Details of the Fire Fighting equipment:

The vessel is fully CO₂ fitted in all holds/engine room including fire detection system. Equipment is as per IMO standard.

The Vessel will be fitted with firefighting appliances for all persons to be carried onboard in accordance with the _____, the classification society of the vessel, for the voyage to Southern Ocean.

Number of life Safety boats/capacity:

___ 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 safety equipment certificate issued by the authorities for Antarctic Trading. One of the lifeboats can be used as a rescue boat for the CHARTERERS's personnel. The Vessel will be fitted with life saving appliances for all persons to be carried onboard in accordance with the _____, the classification society of the vessel, for the voyage to Southern Ocean

Victualling:

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

CLAUSE 27

The OWNER confirms that they will have onboard the vessel _____(Vessel)_____ experienced master having the experience of 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 endeavor that most or all of the crew have either Arctic and/or Antarctic ice trading experience.

CLAUSE 28

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

CLAUSE 29

The Vessel(s) shall not be obliged to force such strength of 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/Pilot. If however, the Master considers it dangerous for this above described Vessel(s) to remain at the 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

CHARTERERS new instructions.

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

In case that the Vessel(s) should be frozen in at Southern Ocean waters upto 70 degree South

Latitude 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 / equipments and samples belonging to the charterers etc. is required, owners/vessel to re- deliver same in Port Louis at the port of delivery within 30 (thirty) days from the time the Charterers so notify the Owners.

CLAUSE 30

The Vessel(s) to work day and night as per Ship's Articles as and where required by the CHARTERERS always consistent with the safety of the crew, vessel, cargo and the Vessel's crew shall operate appropriate machinery onboard the vessel for loading and unloading cargoes, materials, structures, containers, provisions when necessary embarking and 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 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 that period and other expenses to be for OWNER's account.

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

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

Equipment/facility Deductions (Per day of charter hire)

1.	CTD winch (Conductor type)	20%
2.	ADCP	10%
3.	Thermosalinigraph	5%
4.	Automatic Weather Station (AWS)	5%
5.	Echo Sounder [Deep min. 6000m & shallow 1000m]	15%
6.	A Frame	10%
7.	Hydraulic Telescopic crane at the Aft	5%
8.	Deep Sea winch	15%
9.	Mili Q for ultrapure water supply	15%

CLAUSE 33

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

CLAUSE 34

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

- A. Hull Insurance on the basis of Institute Time Clause (Hulls) including 4/4 Running Down Clause or equivalent conditions, covering the vessel subject to a sum insured of not less than the full market value of the vessel. This insurance shall also include ice damage of whatever kind. Any deductibles for OWNER'S account. The OWNERS to arrange CHARTERERS liability on Hull insurance with the CHARTERERS insured and the cost of this Insurance shall be borne by the OWNERS.
- B. Full P & I Club entry with a P & I Club of the London Group or equivalent. The OWNERS guarantee that the Vessel is fully P & I Club covered and her P & I Club is to be a member of an international group of P & I Club and the OWNERS guarantee that the Vessel's class is a member of the IACS and will remain so throughout the duration of this Charter Party.
- C. Hull Insurance policy shall include the CHARTERERS as co-assured and shall contain a waiver of subrogation for the benefit of the CHARTERERS.

Owners to take out unnamed special contingency accident cover for CHARTERERS personnel onboard for individual value of USD 40,000/- each throughout the currency of Charter.

CLAUSE 35

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

CLAUSE 36

Insurance for charters personnel and equipment:

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

CLAUSE 37

The CHARTERERS have the right to use all facilities 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 CHARTERERS personnel.

CLAUSE 38

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

CLAUSE 39

For delivery/redelivery Port Louis, Mauritius :

The sum of **INR/USD/EUROs/-(Rupees/US Dollars/EUROs only)** as 50% of mob/demob amount to be paid by the CHARTERERS on delivery of the vessel at, PORT LOUIS, MAURITIUS to the OWNER'S bank account in lumpsum for Season 2025.

The sum of **INR/USD/EUROs/-(Rupees/US Dollars/EUROs only)** as balance 50% of mob/demob to be paid by the CHARTERERS after re-delivery of the Vessel at one safe port , PORT LOUIS, MAURITIUS to the OWNERS bank account in lump-sum for season 2025.

The said mobilisation / de-mobilisation charges paid to the OWNERS by the CHARTERERS (for delivery/redelivery Port Louis, Mauritius) is for the OWNERS mobilising the Vessel to suit the CHARTERERS requirements with reference to Clauses № 26, 40, 63 and 64 and providing required modifications /equipments and provisions and are applicable for Season 2025.

OWNERS BANK ACCOUNT

Account Holder Name:

Bank Name:

Bank Branch:

Swift Code:

Account Number:

Other Details:

CLAUSE 40

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

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

To facilitate such an inspection at the port of delivery, The OWNERS may provide a Certificate from an independent Surveyor attesting that 'utility' / 'support systems' are in line with

mobilization arrangements, which inspection may be carried out by the said surveyor at the port where the Vessel is mobilizing prior arrival at port of delivery.

Should any deficiencies be found, the OWNERS to rectify same prior to delivery. Such inspection and survey will in no way absolve the OWNERS from their responsibility in respect of any defect relating to seaworthiness, Vessel's 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 CHARTERERS personnel's negligence, willful misconduct and / or damage or ascertain to such a breakdown / inefficiency occurring due to non-expertise in navigation / technical shortcomings being purported / alleged. The Master / Chief Engineer to log such instances as well and to inform the CHARTERERS through the Leader of the Expedition and / or directly as they so desire.

CLAUSE 41

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

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

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

CLAUSE 42

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

CLAUSE 43

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

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

CLAUSE 44

Onboard the vessel only, the pantry to be open for the CHARTERERS personnel round-the-clock, due to nature of their work. For Indian style food, the OWNERS providing the necessary facilities for all cooking arrangements and preparations. The OWNERS to arrange one Indian cook and 2 (two) Mess Stewards exclusively for attending to the CHARTERERS personnel's work / accommodation etc. at the OWNERS cost on their payroll.

CLAUSE 45

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

CLAUSE 46

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

CLAUSE 47

The CHARTERERS will have the liberty of installing their communications / data transmitting systems or any other equipments, if need be onboard on the vessel only.

CLAUSE 48

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

CLAUSE 49

CHARTERERS to deduct the value of bunkers expected to be onboard on redelivery at the rates at which the CHARTERERS procured MGO/MDO/ at the time of its delivery at Port Louis, Mauritius from the payment of last charter hire, demobilization charges and any other payment due to OWNERS.

CLAUSE 50

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

CLAUSE 51

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

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 POLAR AND OCEAN RESEARCH, MINISTRY OF EARTH SCIENCES, Government of India, Headland Sada, Vasco-Da- Gama, Goa 403804 Email: ossg.ncpor@ncpor.res.in

CLAUSE 53:

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

CLAUSE 54

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

CLAUSE 55

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

(ten) days prior to expiry of the charter period.

CLAUSE 56

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

CLAUSE 57

The crew onboard the vessel to cooperate fully in carrying out the CHARTERERS'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 OWNERS expense and certificates to be kept onboard, likewise the CHARTERERS personnel at the CHARTERERS expense.

CLAUSE 60

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

CLAUSE 61

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

CLAUSE 62: Charter Hire

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

Vessel's re-delivery to the OWNERS.

Payment of charter hire to be transferred to:

OWNERS BANK ACCOUNT

Account Holder Name

Bank Name

Bank Branch

Swift Code

Account Number :

Other Details

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

CLAUSE 63

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

Two IMARSAT terminals are available 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.

CLAUSE 64

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

- (F) The crew of sufficient strength to operate vessel / cranes/scientific equipments/ radio room to be onboard the vessel.
- (G) For embarking / disembarking of the CHARTERERS personnel in Port Louis, the Vessel to be provided with aluminum ladders.

CLAUSE 65

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

CLAUSE 66

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

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

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

The OWNERS to inform the CHARTERERS 2 (two) months 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 CHARTERERS 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 onboard the vessel and also that the operating instructions / manuals will also be available in English onboard the vessel(s).

CLAUSE 68

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

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

CLAUSE 69

The OWNER to provide 20 (twenty) days prior to the delivery of the performing vessel, a certificate from the classification society, which should be authenticated by the State whose flag the vessel sails under that the performing vessel would meet all safety regulations in respect life saving appliances, fire fighting appliances, for a vessel specifying carriage of 40 (forty)/ as per actual (this will be informed before 10 days of delivery of the vessel) of CHARTERERS personnel, besides the vessels' officers and crew.

CLAUSE 70

The Vessel is fixed for 55 ±10 days (and for subsequent stipulated extendable periods) should CHARTERERS exercise their option(s) for the scientific operations subject to the Vessel not being lost through an act of God or otherwise.

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

CLAUSE 71 (Delivery cum performance guarantee)

OWNERS to provide CHARTERERS a delivery cum performance guarantee for an 5 % amount of contract value of one time charter period 55 ±10 days. The contract value to be taken as Mobilization & De-Mobilization Charges + Day hire charges x 55 days +any other charges, excluding victualling and communication charges. The validity of same should be 30 days beyond time charter period as applicable.

If the Charterers exercise option for extendable charter for 30 +/- 10 days after completion of the running charter period on same terms and conditions and further if charterers exercise option for time charter for the second extension period (One at a time) the ship owner/ contractor shall extend the validity of Performance Bank Guarantee for the succeeding season(s) or shall submit a fresh performance bank guarantee 30 days before the expiry of the performance bank guarantee of the concluding charter period.

CLAUSE 72

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

CLAUSE 73:

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

CLAUSE 74:

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

OWNERS
For and on behalf of OWNERS

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

**ESTIMATED BUNKER CONSUMPTION FIGURES
for Tentative Itinerary for Season /2025**

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

	MGO/MDO/ in MT
IN PORT IDLE	
IN SCIENTIFIC EQUIPMENT OPERATION TIME	
IN SOUTHERN OCEAN DRIFTING	
NAVIGATION IN ICE	
SLOW NAVIGATION IN ICE	
AT SEA	

Option 1: EXPEDITION ex-PORT LOUIS (MAURITIUS)

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

IMPORTANT:

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

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

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

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

Cooking medium to be vegetable oil.

Flour to be of the type used for making Roti/Chapatis.

Rice to be of the long grain Basmati quality.

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

Owners to take sufficient stock of chicken, goat meat, fish etc. in such a manner that equal consumption and rotation of all in menus can be maintained.

The Charterers will provide the approximate number of vegetarians amongst their personnel and the Owners to stock vegetables in sufficient quantity and variety to compensate for the non-consumption of non-veg/meat items. Sufficient number of eggs to be taken allowing for about two eggs per person per day.

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

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

Sufficient stock of material for making desserts to be on board for continuous supply of atleast once in a day (such as jellies, custards etc.) For the sake of variety and social gatherings/invitations between the Owners and the Charterer's personnel allowance to be made for extra supplies of provisions which are utilized for European style of food items such as cold meats, pies, salad oils, sausages etc.

5) The Charterers are responsible for maintenance of order between their personnel and for safety of their equipment onboard. However, Owners to provide necessary assistance for securing/safely fixing the charterers equipment onboard.

6) The Charterer's cook and his assistant will cater for the Charterer's personnel and the Owner's cook for the ship's crew, both of them using the ship's galley at mutually agreed times and procedures arranged in consultation between the Indian Chief Scientist and the Ship's Master. However both the Owner's and the Charterer's cooks will try to assist each other in operating the galley equipment, maintain order and cleanliness in the galley and give advice to each other in an amicable way.

7) The Charterers to give a list of all of the Charterer's personnel to the Master on the Vessel's delivery and the Master in consultation with the Indian Chief Scientist to allot Boat and Fire stations for all the Charterer's personnel, besides designating Leaders amongst the Charterer's personnel for such emergency drills etc.

8) The Owners to provide facilities and show same on the plans for washing, pantry, recreation, library spaces, indoor sports area etc. The Owners confirm that sufficient number of washing machines will be provided for the Charterer's personnel and to be operated by Indian Stewards designated for Charterers.

9) The Owners will arrange sufficient stock to be kept onboard in way of bedding, bath towels, hand towels, table napkins, keeping in view to allow for change as under:

Bed sheets, pillow covers, twice a week; hand/bath towels/table napkins thrice a week.

10) The Owners to arrange supply of sufficient quantity of soaps, detergents, washing soaps, cleaning and scrubbing material, cleaning implements etc. Supply of soaps, detergents and washing soaps etc. to the Charterer's personnel to be in the similar manner as for the Ship's Officers.

11) Normally served soft drinks to be on-board in sufficient quantity and to be supplied by the Owners to the Charterers' personnel's consumption with meals or otherwise. There should be no disparity in the quality and quantity in supply of Soft Drinks, Tea, Coffee, Fresh fruits etc. between what is supplied to the Officers/Crew and the Charterer's personnel.

12) The Owners to supply sufficient number of video films on board the vessel and the Charterers to assist to acquire Hindi/English films on Owner's account.

13) The Indian stewards for Charterers to keep the individual cabins, mess rooms, recreation rooms, in the super structure deck including the bath rooms, water closets, clean. The Owners doing routine cleaning and maintenance of the common areas such as Sauna, Toilets, Public Places and alleyways etc. with the Charterers cooperating in keeping these places as clean as possible.

14) Food; the Owners to arrange and supply Chicken 35% , Fish/ Seafood 35%, Goat Meat 30% approx. or as advised by Charterers. Vegetables, soups and fruits of different varieties, yoghurt, Indian pickles and teas of different varieties.

15) (a) The Charterers prefer Charterers' personnel to be berthed with not more than 2 in a cabin including 2 single cabins.

- (b) The food served onboard should be fresh, varied and sufficient and must be planned keeping in mind Indian Style and taste. It is further understood that because of the trade it is impossible to replenish fruits & vegetables and deep frozen to be served. List of food items to be mutually inspected by the Charterers and Owners as regards to quality and quantity which can be done on the Vessel's arrival at port.
- (c) The Owners to supply sufficient fresh water for the Charterers throughout the Charter period.
- (d) The Ship to have waste treatment plant(s) to be operated in international waters as per the applicable rules & regulations requirements, if any.
- 16) The vessel is constructed with air-conditioning and it is the Master's discretion to regulate temperature to achieve the best possible comfort for all onboard keeping in view inside and outside temperatures.
- 17) Regarding the waste disposal facility on board, the Owners have an incinerator onboard.
- 18) The Vessel will be able to take up welding jobs those may be necessary for securing/anchoring the cargo and other installations such as winch etc. those may be need for the Charterer's personnel for scientific operational purposes.
- 19) Owners confirm that:
- a) Air-conditioning in the Charterer's accommodation spaces is functioning properly.
 - b) The water distillation system on board the vessel has been maintained and is in good working condition.
 - c) The vacuum system for toilets/drainage is functioning properly.
 - d) The Vessel will provide proper communication facilities and linkage for telephone/fax/telex/e-mail/data.
 - e) Routine communications to be free of cost and Prices for other communications will be as per actual, if any.
- 20) The Owners to provide suitable safety railings/nets on main working decks to avoid danger to personnel falling overboard, if necessary.
- 21) The Charterers will bear port related charges, starting from the date and time of delivery up to the date and time of re-delivery of the Vessels. The Charterer's liability will be proportionate on lump-sum and one-time levies stretching beyond this period.
- 22) Also -
- i. All rooms to have effective air-conditioning and heating.
 - ii. Owners to provide good quality furnishings in the Cabins including quilts/blankets/ pillow/ bed sheets/ bed covers towels/ tissue papers etc.
 - iii. Owners to provide good quality and adequate crockery and cutlery in the dining hall.
 - iv. Owners to ensure trouble free and smooth operation of evacuation system of toilets.
-

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

24) Also:

i. Firefighting appliances :

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

ii. Life Saving appliances:

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

+++++

FORCE MAJEURE

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

BOTH TO BLAME COLLISION CLAUSE

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

BOTH TO BLAME COLLISION CLAUSE

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

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

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

GENERAL AVERAGE AND THE NEW JASON CLAUSE

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

NEW JASON CLAUSE

In the event of accident, danger, damage or disaster before or after the commencement of the

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

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

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