



SUN PETROCHEMICALS PRIVATE LIMITED

8th, 09th & 10th Floor, ATL Corporate Park
Opp. L&T Gate no. 7, Saki Vihar Road
Chandivali, Powai, Mumbai, BHARAT(INDIA) PIN – 400072
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TENDER DOCUMENT UNDER

INTERNATIONAL COMPETITIVE BIDDING

For

Hiring of Marine Vessels for Drilling Operations In West Coast of India, Gujarat

Tender No.: SunPetro/ Marine Vessels/2025-26/SPPL-244

International Competitive Bidding

Tender Document

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SECTION- 1

INVITATION TO BID (ITB)

Sun Petrochemicals Private Limited

Commercial & Supply Chain Management

8th Floor, ATL Corporate Park,

Opp. L&T Gate no. 7, Saki Vihar Road,

Chandivali, Powai, Mumbai- PIN – 400072

www.sunpetro.com

CIN: U24219GJ1995PTC028519

Ref. No. SunPetro/Marine Spread Services/2025-26/SPPL-244

Date:03.10.2025

INVITATION TO BID

Sub: Hiring of Marine Vessels for Drilling Operations in West Coast of India, Gujarat

Ref: Tender No.: SunPetro/ Marine Spread Services/2025-26/SPPL-

Dear Sir / Madam,

- 1.0 Sun Petrochemicals Private Limited** (hereinafter referred to as **Sun Petro / Company**) is pleased to invite you to submit the Bid for the subject tender in accordance with the requirements & details as stated in the Tender Document, under **TWO ENVELOPE SINGLE STAGE BIDDING SYSTEM** in following two Envelopes:

ENVELOPE-I: Technical & Un-Priced Commercial Bid

ENVELOPE-II: Priced Commercial Bid

Bidders are requested to read the instructions and requirements in the Tender Document carefully and accordingly to submit the Technical & Un-Priced Commercial Bid in one envelop and Priced Commercial Bid in another envelop as stated above, each in a separate wax sealed envelope. Both envelopes are required to be placed in one wax sealed envelope and be send to the tendering office address. Bids should be complete in all respects, as per the requirements of the relevant Sections & ANNEXURES.

1.1 Salient features of the Tender

1]	Tender No.	SunPetro/Marine Vessels/2025-26/SPPL-244
2]	Title of Tender	Hiring of Marine Vessels for Drilling Operations in West Coast of India, Gujarat
3]	Brief Scope of Work	Refer Section-4 of the tender document
4]	Bid Security / Bid Bond	Bidders are required to furnish Bid Bond along with Technical & Un-Priced-Commercial Bid in ENVELOPE-I in the format as attached herewith at ANNEXURE-2 drawn from a Nationalised/Scheduled bank as listed at ANNEXURE-9 for an amount as specified below: Indian Bidder: Indian Rupees: 25 Lakhs Foreign bidder USD 30,000/-
5]	Bid Validity	One Hundred and twenty (120) days from due date of Bid submission
6]	Bid Bond Validity	One Hundred and fifty (150) days from due date of Bid submission
7]	Start Date & Time of Issuing Tender Document	03/10/2025
8]	Type of Tender	Open Tender under International Competitive Bidding

9]	Last Date & Time For Seeking Clarification by Bidders	09/10/2025 at 16:00 Hrs IST
10]	Date Of Pre-Bid Conference & Venue	Not Applicable
11]	Tender Closing Date & Time	15/10/2025 at 16:00 Hrs. IST
12]	Performance Bank Guarantee (PBG)	(A) Amount of PBG Indian bidder: INR (₹) @ 10% of order value (B) Validity of PBG: Contract Validity Period + 60 days
13]	Address For Correspondence /Tendering Office/ Tender Submission	Office of Head –Commercial & Supply Chain Management (SCM), Head –Commercial & Supply Chain MANAGEMENT. SUN PETROCHEMICALS PVT. LTD 8 th , 9 th & 10 th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072 E-mail: dheeraj.paroch@sunpetro.com ,
14]	Mobilization Period	December 15 th - 30 th 2025
15]	Contract Period	The duration of the Contract shall be three (3) years from the date of award, with an option to extend for a further period of up to two (2) years, on the same rates, terms, and conditions, exercisable in single or multiple trenches at the Company's discretion.
16]	Mode of Tender submission	As specified at SECTION-II
17]	Terms & Conditions of Contract	As per Section-3 of this tender Document
18]	Location of Work	West Coast, Gujarat, India
19]	Special Mention	Receiving the Tender Document tender from Company does not qualify the bidder automatically for their bid consideration. The bidder has to qualify tender terms & conditions including Bid Evaluation Criteria (BEC) described in the tender.
20]	Alternate option for Submission of Bid Documents	Bidders alternatively can submit the bid over email as per following procedure. 1) <u>Email-1</u> : "Technical & Un-Priced Commercial Bid" to be submitted on following e-mail address, on or before Tender closing date and time: siddarth.subramanian@sunpetro.com with cc to: Dheeraj.Paroch@sunpetro.com , saurav.chamoli@sunpetro.com ;

	<p>2) <u>Email-2</u>: Password protected Priced Commercial Bid to be submitted on following e-mail address, on or before Tender closing date and time: siddarth.subramanian@sunpetro.com; with cc to: Dheeraj.Paroch@sunpetro.com , saurav.chamoli@sunpetro.com;;</p> <p>3) <u>Email-3</u>: Password of the Priced Commercial Bid to be submitted on following e-mail address, on or before Tender closing date and time: siddarth.subramanian@sunpetro.com; with cc to: Dheeraj.Paroch@sunpetro.com, saurav.chamoli@sunpetro.com;</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. <i>Bidder is required to submit the hard copy of bid. The alternate option of the bid submission over email is provided only to facilitate the bidder to submit the bid package on time.</i> 2. <i>Partial bid submitted online and offline shall not qualify the bidder and partial submission shall reckon bid disqualified.</i> <p><i>Failing to submit the hard copy of bid and any of the email, in case of alternate option, shall be considered non submission of bid.</i></p>
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NOTE:

Receiving the tender from Company does not qualify the bidder automatically for their bid consideration. The bidders have to qualify tender terms & conditions including BEC described in the Tender.

1.2. Acknowledgement of Tender Document

Bidder(s) receiving this 'Invitation To Bid' are required to confirm in writing whether they intend to bid or not within two days from electronic issue of this document, stating the reasons if declining to bid in this instance.

1.3. Pricing Strategy

Bidder is to quote strictly as per the 'Price Schedule' (Section-8) of this Tender document.

1.4 Evaluation Strategy

Evaluation of Bids for awarding will be based on the most advantageous offer to Sun Petro reflecting a combination of technical acceptance, qualification as per Bid Evaluation Criteria (BEC) as per Section-6 and Cost.

However, Company reserves the right to reject or accept, in whole or in part, any Bid; waive formalities in the bidding processor to negotiate Contract terms with any individual bidder when such is deemed fit by Company to be in their best interest. The company will be under no obligation to provide reasons for accepting or rejecting any Bid.

1.5 Award Strategy

Single Award/Contract (for hiring the vessels) or Multiple awards/Contracts will rest with SunPetro's discretion. The decision of Sun Petro Management in short-listing the eligible Bidders shall be final and Binding on all Bidders.

1.6 Check List

Bidders should review and submit the check list (as per format at ANNEXURE-3) along with bid in the ENVELOPE-I (**Technical & Un-Priced Commercial Bid**).

1.7 Submission of Bids

Your wax sealed bid (ENVELOPE-I and ENVELOPE-II), complete in every respect & strictly in accordance with the Terms & condition in the Tender Documents, are to be submitted through one waxed envelope containing both envelopes as described above, at the reception of "Tendering Office" as detailed above, on or before Due date of Submission.

1.8 Bidders to note that Non-compliance with the bidding instructions, except as permitted in the Bid document and/or late arrival of Bid shall result in Bid not being considered.

1.9 Only bids submitted by bidders who have been issued bid documents by the Company shall be considered whereas unsolicited bid shall not be considered.
Further details are available in the Tender Document for the compliance.
Please acknowledge the receipt of the tender document per ANNEXURE-1 within 3 days from date of this ITB.

We look forward to receiving your bid complete in all respect on or before due date and time of bid submission.

Regards

Dheeraj Paroch
Head- SCM & Commercial

SECTION- 2

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

2.1 General Instructions

- 2.1.1 Bidders must review the General Conditions of the Contract (GCC) and Detailed Scope of Work /Supply and specifications as per Tender, besides Bid evaluation Criteria, commercial aspect, Schedule of Rates /Bill of quantity and other information in the Tender document.
- 2.1.2 Bidders shall be deemed to have understood and taken into account all the terms and conditions prescribed in the Tender Document. Any exceptions/deviations, including those pertaining to Clauses affecting prices must be clearly stated ONLY in the format provided in ANNEXURE-4. However, in case no exceptions/deviations are made / taken by the bidder, Bidder must return the form marked "Not Applicable".
- 2.1.3 Bids from agent / agent's representatives will not be accepted, unless backed by valid Letter of Authorization from the bidder's Company.
- 2.1.4 Bids submitted by fax / email will summarily be rejected. Responsibility for the timely delivery of the Bid package before the Bid Due Date rests solely with the Bidder.
- 2.1.5 All prices and terms and conditions should be valid for entire period of Contract Period
- 2.1.6 The complete bid along with price Bid shall be duly signed and sealed by the Authorized Representative of the Bidder.

2.2 Joint Venture / Consortium Bidder's Bid

- a. In case of a joint venture / consortium bid, the members / partners of joint venture / consortium must meet the qualification criteria jointly as specified.
 - b. The overall responsibility of the Contract Management shall be of Lead member / partner of Joint Venture / Consortium.
- i) Bidders should submit a Memorandum of Understanding (MOU) / Agreement with their technical collaborator / joint venture / consortium partner (in case of Joint venture) clearly indicating their roles and responsibility under the scope of work.
 - ii) MOU / Agreement concluded by the bidder with technical collaborator / joint venture / Consortium partner (in case of joint venture), should also be addressed to Sun Petro, clearly stating that the MOU / Agreement is applicable to this tender and shall be binding on them for the entire currency of period of Contract / PO. Notwithstanding the roles and responsibilities of each partner defined in the MOU / Agreement, all the partners will be jointly and severally responsible for completion of job under this contract.

A statement to this effect shall be included in the authorization / nomination/ MOU / Agreement by all members / partners of JV / consortium.

2.3 Use of English Language

All correspondence, documentation and drawings shall be in the English Language.

2.4 Late Bids

Company reserves the Right to reject / accept the bid submitted after the deadline for submission of bids prescribed by the Company.

2.5 Clarifications

Bidders must seek any clarifications with respect to the Tender Document after tender issue date and till the date mentioned in the schedule of tendering. Any clarifications required to be sent to the following email: siddarth.subramanian@sunpetro.com; with copy to dheeraj.paroch@sunpetro.com,

2.6 Submission of Bids

- 2.6.1 A two-Envelope single stage **International Complete Bidding (ICB) system**, i.e "Technical & Commercial Un-priced Bid" and "Commercial Priced Bid", shall be followed.

- 2.6.2 Bids are to be submitted in duplicate i.e., two (2 copies each) of “Technical & Un-Priced Commercial Bid” and “Priced Commercial Bid” in the separate sealed envelopes as follows:
ENVELOPE-I: Technical & Un-Priced Commercial Bid
ENVELOPE-II: Priced Commercial Bid
- 2.6.3 The Technical & Un-Priced Commercial Bid shall contain all details but with the price column of the Price Schedule Format blanked out. However a Tick mark (✓) shall be provided against each item of the Price Schedule Format to indicate that there is a quote against that item in the Commercial Priced Bid
 The Priced Commercial Bid shall contain only prices duly filled in as per the price schedule format. Bids which Technical & commercial Un-Priced Bid is containing prices shall be rejected.
- 2.6.4 Each of the “Technical & Un-Priced Commercial Bid” and “Priced Commercial Bid” shall be properly identified as “Original Technical & Un -Priced commercial Bid” & “Copy Technical & Un-Priced Commercial Bid” and “Original Priced Commercial Bid” & “Copy Priced Commercial Bid”.
- 2.6.5 The “Original Technical & Un-Priced Commercial Bid” along with one more “Copy of Technical & Un-Priced commercial Bid” with price deleted commercial copy shall be submitted in a separate sealed envelope (ENVELOPE-I) by pasting “cut out slip as per **ANNEXURE-5**”. The same procedure shall be adopted for submission of the “Original Priced Commercial Priced Bid” and “Copy of Priced Commercial Bid” in separate envelope (ENVELOPE-II) by pasting “cut out slip as per **ANNEXURE-6**”. Each Bidder will submit two soft copies of complete signed and stamped “Technical & Un-Priced Commercial bid in the **Flash Drive, in PDF format** along with “**Technical & Un-Priced Commercial Bid**” in the sealed cover i.e. ENVELOPE-I. Also **Bid Security / Bid Bond** should be submitted in the ENVELOPE-I with “**Original Technical & Un-priced commercial Bid** “
- 2.6.6 The entire Bid i.e., ENVELOPE –I and ENVELOPE –II should be then placed in a cloth-lined outer envelope duly sealed by pasting cut out slip as per **ANNEXURE-7**”and superscripted as prescribed.
- 2.6.7 The Bids shall be submitted to the following address:
Head – Commercial & Supply Chain Management
SUN PETROCHEMICALS PRIVATE LIMITED
8th , 9th & 10th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road
Chandivali, Powai, Mumbai – PIN- 400072.

- 2.6.8 The Technical & Un-priced Commercial Bid of the Bidder will be opened and evaluated first. If the offer is technically & commercially acceptable or acceptable alternatives to the minimum requirements specified in the Tender; and conforms to technical and commercial requirement or as may be decided by the Company, then the "Commercial Priced Bid" will be opened and evaluated.
- 2.6.9 In the Technical & Un-Priced Commercial Bid all the technical ANNEXURES should be submitted which would include compliance with Technical Specifications and all Price information should be left blank. The Commercial part should be a comprehensive package which should include all Price information as well as "Technical" bid information.
- 2.6.10 Bidder will provide the Delivery Period / Mobilisation Period / Completion Period, as required in tender document from the date of LOI/LOA.

2.7 Validity Period

The Bids shall be valid for acceptance for a period of **One Hundred & twenty (120) days** from the Bid Due Date of submission. Company, however, reserves the right to seek extensions of the validity period as may be required. In the event of extension of the validity period of the Bid, all other terms and conditions including the provisions relating to Bank Guarantee shall also continue to be valid for the period of such extension.

2.8 Technical Proposal Requirement

The Bidder must adhere to the Technical Specification requirements as mentioned in the Tender.

2.9 Certificate & Inspection

At any time prior to supply / execution of the contract or during the course of delivery/completion and thereafter, Company shall have the right to audit/inspect the vessels and Bidder shall assist in the verification of certificates & inspections. The Company shall exercise reasonable judgement in acceptance or rejection of such verifications, but Company reserves all the rights conforming to the requirements of the contract.

It will be the Bidder's responsibility to correct any deviations from specifications found by inspection prior to mobilization of equipment. This will be at the cost of the Bidder / contractor.

2.10 Commercial Proposal Requirements

2.10.1 Currency

Prices quoted shall be in Indian Rupee (INR) for Indian Bidders or United States Dollars (USD) only or INR for Foreign Bidders. The foreign exchange rate shall be calculated on the date of bid closing date for evaluation of bids only, whereas the payment of invoices will be made based on the exchange rate as prevalent the previous day of the payment. Indian Bidders must quote in Indian Rupee only and will be paid in INR only. The foreign bidders will be paid in quoted currency only.

2.10.2 Price in Words & Figures

In case of discrepancy between words and figures, prices quoted in words shall be considered as final.

2.11 Deadline for Submission of Bids

The due date mentioned in the "Invitation to Bid" (ITB) shall be the deadline for submission of bids. In case of the unscheduled holiday in Mumbai, (India) being declared by Company on the prescribed closing day of the tender, the next working day will be treated as the scheduled prescribed day of closing of the tender.

2.12 Splitting of work

The Company shall have a Right to split the work /supply between two or more bidders at its sole discretion.

2.13 Payment Terms

Compensation to the Bidder shall be made as per the prices quoted and in accordance with terms of the payments as may be finalized with Bidder and stipulated in the LOI / Contract. Invoices shall be raised & un-disputed invoice / items shall be paid based on approved "Call out" orders for each Service. No payment will be due to the Contractor / Supplier prior to signing of the Contract.

2.14 Taxes, Duties and Approvals

- 2.14.1 The Bidders shall quote their prices inclusive of any or all taxes and duties that are applicable including transport, insurance to the designated port or Site Location in India. Except Goods and service tax (if applicable to services provided under this Contract), the prices shall reflect delivery inclusive of all applicable fiscal charges including but not limited to taxes, fees, duties, cess, licenses, import duties, personal income tax, corporate tax, excise tax and similar rates and fees, freight, insurance, and similar expenses. The Goods and services tax, if applicable, shall be paid by the Company at actual.
- 2.14.2 Bidder shall consider in their bid and shall be responsible to obtain at its own cost, all required Permits / Consents / Essentiality Certificates (EC) to avail concessional / Nil duties & taxes applicable for the field, wherever applicable and required for the performance of the Bidder's obligations under the Contract, from the Government of India/ concerned State Governments, authorities or agencies or political sub-division thereof including any for exemption of custom duties (as per **ANNEXURE-10**) and other duties on material / equipment imported into India. Company will provide reasonable assistance wherever required including obtaining all certificates including Essentiality Certificate for claiming Zero Custom Duty as applicable under PSC, but all expenses related to obtaining all such Permits, Consents etc. shall be to the Bidder's account.

2.15 Performance Bank guarantee

The Successful bidder shall furnish to Company, a Performance Bank Guarantee for 10% of the Annual Contract value within 15 days of issue of the LOI / Contract (whichever is earlier) in the format as given in **ANNEXURE-8** from any of the nationalised or scheduled private banks as listed in the tender document **ANNEXURE-9**. If the bidder does not submit the Performance Bank Guarantee as stipulated above, Sun Petro reserves the Right to take appropriate measures to secure the interest of the Company and right to cancel the award of LOI without thereby holding / incurring any liability towards bidder for any work / material / services already done / provided by the bidder / supplier.

2.16 Mobilization Period / Delivery Period / Completion Period

Time is essence of the Contract and Contractor shall Supply / perform the Work and Services diligently in accordance with the Bidder's **promised Mobilization period as set forth in schedule or agreed**. In the event it becomes apparent that the Mobilization date cannot be met, the Contractor shall, at its own cost, take all necessary steps to expedite the process, failing which the provisions of Liquidated Damages as specified in the Contract shall be applicable. The Company may also terminate the LOI or Contract immediately invoking the available remedies for protecting the interest of the Company. Company will have the right to reject any bid not meeting the schedule Mobilization time.

2.17 Bid Bond

Bid Bond shall be returned to all unsuccessful bidders within one month after completion of tendering process (however, in case of the successful bidder, Bid Bond will be returned after submission of Performance Bond and failure to submit Performance Bond will lead to forfeiture of Bid bond)

2.18 ANNEXURES

Please note that **all ANNEXURES are placed at the end of this document.**

SECTION-3

MODEL CONTRACT

- **Preamble of the Contract**
- **CHARTER PARTY AGREEMENT PART-I**
- **CHARTER PARTY AGREEMENT PART-II**

PREAMBLE OF THE CONTRACT

THIS AGREEMENT, is made this ____ day of _____ 2025

BY AND BETWEEN

Sun Petrochemicals Industries Pvt. Ltd. a company organised and existing under the laws of India and having its head office at 8th, 9th & 10th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072, India (hereinafter referred to as “**Company**” or “**Sun Petro**”)

AND

[NAME OF CONTRACTOR], a company organised and existing under the laws of [.....] and having its head office at [.....] (Hereinafter referred to as “**Contractor**”).

RECITALS

WHEREAS Company desires to hire marine Services as hereinafter specified

WHEREAS Contractor represents that it possesses the necessary), IMO Number, personnel, and capability to carry out such Services and is willing to do so on the terms and conditions hereinafter contained.

Hereafter both Company and Contractor shall be called jointly as Parties.

WHEREAS Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed between the Parties as follows:

This Contract witness that in consideration of the premise and the payment to be made by the Company to the Contractor provided for herein the Contractor shall supply all equipment/vessel and /or materials and execute and perform all Services /Supply strictly according to the SCOPE OF WORK (SECTION-) various provision in tender schedule and upon such supply, execution and performance of services to the satisfaction of the Company, the Company shall pay to the Contractor at the rates accepted as per the said tender schedule (Attached at SECTION-) and in terms of the provisions therein.

The following documents, in order of precedence descending, comprise the entire Contract between the parties:

- 1] This Preamble of Contract
- 2] Articles of Contract (General Conditions of Contract)
- 3] Special Terms & Condition of Contract
- 4] Specifications and Scope of services
- 5] ANNEXURES

The salient features of the Contracts as detailed herewith highlighted for ready reference:

Note 1 : Title of the Contract:.....

Note 2 : Contract No.:

Note 3 : Point of Delivery/Site address:

Note 4 : Project/Block Number:

Note 5 : Effective Date of the Contract:

Note 6 : Due Date of Mobilization:
Note 7 : Duration /Validity of the Contract
Note 8 : Tentative Value of The Contract:
Note 9 : Company’s Representative::
Note 10 : Contractor’s Representative:

IN WITNESS WHEREOF, the parties have hereinto set and subscribed to their respective hands and seals the day, month and year respectively set forth.
.

Sun Petrochemicals Private Limited

(COMPANY)

Signature _____
Name:
Title:
In presence of wetness

- 1)Name
Title
Signature/Initials
- 2)Name
Title
Signature/Initials

(CONTRACTOR)

Signature _____
Name:
Title:

- 1)Name
Title
Signature/Initials
- 2)Name
Title
Signature/Initials

CHARTER PARTY AGREEMENT PART-I

1. Place and date of contract:		
2. Owners/Place of business (full style address and e-mail)	3.a Charterers/Place of business (full style address and email) 3.b Operational Location and RSC Holder West Coast of India, Gujarat, Sun Petrochemicals Pvt. Ltd., 8th, 9th & 10th Floor, ATL Corporate Park, Saki Vihar Road, Mumbai, Maharashtra, India	
4. Vessel's name and IMO number (ANNEX A)	5. Date of delivery (Cl. 2(a)) First Date : 15-Dec-2025 Last Date :	6. Cancelling date and time (Cl. 2(a) and (c)) Plus (One) 1 day as per period stated in Box 5
7. Port or place of delivery (Cl. 2(a)) Along Side Jetty/Anchorage at Mumbai (or) a mutually agreed port in west coast of India	8. Port or place redelivery/notice of redelivery (Cl. 2(d)) Port or place of redelivery Along Side Jetty/Anchorage at Mumbai (or) a mutually agreed port in west coast of India (i) Number of days' notice of redelivery 30 days	
9. Period of hire (Cl. 1(a)) 3 (Three) calendar years,	10. Extension of period of hire (optional) (Cl. 1(b)) (i) Period of extension 04nos X 6months each (ii) Advance notice for declaration of option (days) 30 days	
11. Automatic extension period to complete voyage or well (Cl. 1(c)) (i) Voyage or well (state which) Voyage (ii) Maximum extension period (state number of days) Not Applicable	12. Mobilisation fee (Cl. 2(b)) (i) Lump sum : (ii) When due:	
13. Early termination of charter (state amount of hire payable) (Cl. 34(a)) (i) State yes, if applicable Yes (ii) If yes, state amount of hire payable	14. Number of days' notice of early termination (Cl. 34(a)) 30 days	15. Demobilisation fee (lump sum) (Cl. 2(e) and Cl. 34(a))
16. Area of Operation (Cl. 6(a) and Cl. 12(c)) West Coast of India, Gujarat, India	17. Employment of vessel restricted to (state nature of services(s)) (Cl. 6(a)) To work as Anchor Handling, Towing, Standby, Supply Vessel (Cargo, Personnel & Others), always within the safe & natural capabilities & capacities of the Crew & Vessel.	

<p>18. Specialist operations (Cl. 6(b))</p> <p>(i) State if vessel may be used for ROV operations No</p> <p>(ii) State if vessel may be employed as a diving platform Yes</p>	<p>19. Fuel (Cl. 10)</p> <p>(i) Quantity of fuel on delivery Not Applicable</p> <p>(ii) Payment method for fuel (state 10(c)(i) or (ii)) As per 10 C (ii)</p> <p>(iii) Pre-agreed price of fuel As per prevailing fuel prices on the last loading date of the Vessel</p> <p>(iv) Fuel specifications and grades for fuel supplied by Charterers ISO 8217:2017 Standard HFHSD Sulphur below 0.05%</p>	
<p>20. Charter hire (Cl. 12(a), (d), (e) and Cl. 33(e))</p> <p>(i) State rate and currency</p> <p>(ii) Exchange rate Exchange Rate used for payment will be the average of SBI Selling and buying rate prevailing one day prior to the date of release of payment.</p>	<p>21. Extension hire (if agreed, state rate) (Cl 12(b))</p> <p>Same as BOX 20</p>	
<p>22. Invoicing for hire and other payments (Cl 12(d))</p> <p>(i) State whether to be issued in advance or arrears</p> <p>For Hire – monthly billing upon completion of each month</p> <p>(i) State by whom to be issued if other than the party stated in Box 2</p> <p>Not Applicable</p> <p>(ii) State to whom to be issued if addressee other than stated in Box 3</p> <p>Not Applicable</p>	<p>23. Payments (state mode and place of payment; also state beneficiary and bank account) (Cl 12(e))</p>	
<p>24. Payment of hire, bunker invoices and disbursements for Charterers' account (state maximum number of days) (Cl. 12(e)) (30 days)</p>	<p>25. Interest rate payable (Cl. 12(e))</p>	<p>26. Maximum audit period (Cl. 12(g)) 4 years</p>
<p>27. Meals (state rate agreed) (Cl. 6(d)(i))</p>	<p>28. Accommodation (state rate agreed) (Cl. 6(d)(i))</p>	<p>29. Sublet (state amount of daily increment of charter hire) (Cl. 20) Not Applicable</p>
<p>30. War cancellation (indicate countries agreed) (Cl. 23) Not Applicable (India)</p>		
<p>31. Taxes (payable by Owners) (Cl. 32) : With holding Tax/TDS</p>		
<p>32. Off-hire (state period) (Cl. 34(d)) - 15 days</p> <p>(i) Single consecutive</p> <p>(ii) Combined</p>		

33. Dispute resolution (state (a), (b), (c) or (d) of Cl. 37, as agreed; if (c) agreed also state Indian law to apply; if (d) agreed also state the place of the law governing the Charter Party and place of arbitration) (Cl. 37)

Indian Law

34. Numbers of additional clauses covering special provisions, if agreed

43-61

It is mutually agreed that this Charter Party shall be performed subject to the conditions contained in the Charter Party consisting of PART I, including additional clauses, if any agreed and stated in Box 34, and PART II, PART III as well as ANNEX A, ANNEX B, and any other annexes attached. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II and ANNEX A, ANNEX B and any other annexes attached to the extent of such conflict but no further.

Signature (Owners)

Signature (Charterers)

General Conditions of Charter Party Agreement**Definitions:-**

- i) "Affiliates" means a company, partnership, or other legal entity which controls, is controlled by, or is under common control with, a party. For the purposes of this definition, the term "control" means the direct or indirect ownership of fifty per cent (50%) or more of the issued share capital or any kind of voting rights in a company, partnership, or legal entity, and "controls", "controlled" and "under common control" shall be construed accordingly.
"Banking Days" means days on which banks are open in the places stated in Box 2 and Box 3. "Charterers" means the party stated in Box
- ii) "Charterers' Group" means any of the following:
 - a. Charterers and Charterers' clients (of any tier); and
 - b. co-venturers of any of the foregoing; and
 - c. Affiliates of any of the foregoing; and
 - d. contractors and sub-contractors (of any tier); and
 - e. Employees of any of the foregoing;
 but always related to the work or project on which the Vessel is employed.
- iii) "Crew" means the Master, officers, ratings and any other personnel on board the Vessel and in each case provided by the Owners.
- iv) "Employees" means employees, directors, officers, servants, agents or invitees.
- v) "Offshore Units" means any vessel, offshore installation, structure and/or mobile offshore unit used in offshore operations.
- vi) Owners" means the party stated in Box 2. "Owners' Group" means:
 - a. Owners; and
 - b. Owners' Affiliates; and
 - c. contractors and sub-contractors (of any tier); and
 - d. Employees of any of the foregoing
 but always related to the work or project on which the Vessel is employed. "Parties" means the Owners and the Charterers.
- vii) "Vessel" means the vessel named in Box 4 and with particulars stated in ANNEX A.
- viii) "Approved and Approval" shall mean approved or approval in writing by the Charterers.
- ix) "Owners' Equipment" shall mean all the equipment(s), vessel, units etc. along with auxiliary, machines, spares, facilities, miscellaneous materials /services and consumables etc., provided by the Owners or their Sub-contractors in connection with the Scope of Work specified in PART-III
- x) Owners' Personnel" shall mean each individual and / or the collective group of Owners' employees, Owners' subcontractors, and their respective employees, subcontractors, licensees, invitees, agents and representatives, who are provided and/or utilized by the Owners' for the performance of the Work.
- xi) "Charterers' Equipment" shall mean all equipment, appliances, tools, parts and supplies provided by the Charterers and / or its associates.
- xii) "Days" shall indicate consecutive calendar days, it being understood that all dates and time periods referred to in the Charter Party are expressed in terms of the Gregorian calendar. "Day" means a calendar day of twenty hours as referred to local time at the Site.
- xiii) "Effective Date" shall be the date of issue of NOA (Notification of Award) /LOI(letter of Intent) / LOA(Letter of Award) / Work Order or as specified by the Charterers.
- xiv) "Exhibits" are those documents attached hereto and form an integral part of this Charter Party for all purposes and consisting of all the exhibits and ANNEXURES.
- xv) "GIPIP" shall mean specific guidelines in conformance with the Good international practices/norms and applicable standards / legislations and prevalent regulatory regime as specified by the Government of India.
- xvi) "Good Oilfield Practices" means good international petroleum industry practices

with such degree of diligence and prudence reasonably and ordinarily exercised by experienced parties engaged in a similar activity under similar circumstances and conditions.

- xvii) "Vessel" means watercraft or artificial contrivance used, or capable of being used, as a means of transportation on water. This also encompasses a wide range of floating structures, each with distinct characteristics and functions
- xviii) "Master of Vessel" or "Captain" means the highest-ranking officer on a ship and has overall command and responsibility for the vessel, its crew, and its cargo. The Master is accountable for the safe and efficient operation of the ship, including navigation, management, and compliance with maritime laws and regulations with all responsibilities
- xix) "Charter Party" and/or "Contract" and/or "Agreement" means the agreement or contract between the Owners and the Charterers. This contract specifies the terms and conditions under which a Vessel is hired for transporting goods/ passengers/any other work as mentioned in scope.
- xx) "Government" shall mean Government of India or Government of State, or any political subdivision or administrative agency thereof, as the case may be, and/or their respective representatives having jurisdiction over the Work performed under this Contract.
- xxi) "Gross negligence" shall mean (i) the intentional failure to perform a manifest duty, in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others; or (ii) any act or failure to act which, in addition to constituting negligence, was in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of others.

Interpretation

- a. Reference to "Section", "Para ""Clause" "Article" and "Provision" shall have the same meaning.
- b. The headings and sub-titles in these Charter Party are included solely for convenience and shall not be deemed to be part thereof and shall not affect the meaning or operation of the Contract.
- c. Words imparting the singular meaning only also include the plural and vice versa except where the context otherwise requires.
- d. Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
- e. Reference to Applicable Laws shall also include amendments and extensions thereto.
- i) "Operator" shall mean Sun Petrochemicals Private Limited
- ii) "Charterers" shall mean Sun Petrochemicals Private Limited
- iii) "PSC" shall mean the production-sharing contract entered into between the Government of India and Company and /or its consortium.
- iv) "Services" shall mean the services to be provided by the Owners under the Charter Party as more particularly described in Scope of Work(PART-III), to this Charter Party and shall include such other services as may from time to time be agreed in writing between the Contractor and Company.
- v) "Company " or " Charterers" shall mean Sun Petrochemicals Private Limited
 - a. "Charterers' Representative" shall mean the person or persons expressly designated in writing by Charterers, who shall be Charterers' representative and shall be empowered to act, monitor and direct the performance of the Work required under this Charter Party on behalf of the Charterers.
- vi) "Charter Hire" shall mean Hiring along with manning, management and operations of vessel.
- vii) "Charterers' Supply Item" shall mean a supply item, which is expressly identified in the Charter Party as being for supply by Charterers' or its contractors.
- viii) "Sub-Contractors" shall mean those persons or companies engaged by the Party in connection with the Services / contracts approved by Charterer.

- ix) "Company Designated Base" shall mean well site as informed by Charterers.
- x) "Performance Bank Guarantee" shall mean the unconditional, irrevocable bank guarantee required to be submitted by the Owners to the Charterers in accordance with the terms of the Charter Party and in the form of which bank guarantee is set forth in ANNEXURE-C hereof.
- xi) "Termination Date" shall mean the time of day and date when the Charter Period defined in the Charter Party hereof expires or when this Charter Party is terminated in accordance with its terms, whichever occurs later.
- xii) "Well Locations" shall mean the locations of the Wells within the Area of Operation at which the Owners shall carry out operations and such other locations as may be specified by the Charterers.
- xiii) "Willful Misconduct" means Intentional disregard of Good Oilfield/Marine Practice or proper conduct under the Charter Party with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- xiv) "Work" shall mean the Work provided by Owners as per Scope of Work which includes providing but not limited to Charter Hire of Vessel, tools & tackles, auxiliary equipment, spares, consumables, supplying the necessary equipment, materials, personnel and technical support etc. necessary for the performance of Services on the Work Site / Work Location or base in accordance with the scope of the work defined in the Contract.
- xv) "Work Site / Work Location" shall mean the lands and waters and other places on, under, in or through which the Works are to be carried out and any other lands, waters or places approved by the Company for the purposes of the Charter Party together with any other places designated in the Charter Party as forming part of the Site.
- xvi) "Third Party" shall mean a person / entity which is not included in Charterers' Group or the Owners' Group.
- xvii) "RSC" shall mean the Revenue Sharing Contract entered into between the Government of India and Company and /or its consortium.

1. Charter Period

- (a) The Owners let and the Charterers hire the Vessel for the period as stated in Box 9 from the time the Vessel is delivered to the Charterers.
- (b) The Charterers have the option to extend the Charter Period in direct continuation for the period stated in Box 10(i), but such an option must be declared in accordance with Box 10(ii).
- (c) The Charter Period shall automatically be extended for the time required to complete the voyage or the drilling, testing, completing and/or abandoning of the single borehole including any side-track thereof ("Well") (whichever is stated in Box 11(i)) in progress, such time shall not exceed the period stated in Box 11(ii). The Charterers shall not instruct the Vessel to commence a voyage or Well unless they reasonably expect it to be completed within the Charter Period including the time required for transit to the port or place of redelivery and demobilisation.

2. Delivery and Redelivery

- (a) Delivery –
 - (i) The Vessel shall be delivered to the Charterers between the first & last date stated in Box 5 and at the port or place specified in Box 7.
 - (ii) Subject to Subclause 2(b) (Delivery and Redelivery – Mobilisation), the Vessel shall be delivered to the Charterers free of all cargoes and with her cargo tanks clean to applicable industry standards. The port or place of delivery shall be such that the Vessel will always lie safely afloat.
- (b) Mobilisation – The Charterers shall pay the lump sum mobilisation fee, without discount, as stated in Box 12 upon the delivery of the Vessel.
- (c) If the Vessel is not delivered by the cancelling date and time stated in Box 6, the

Charterers shall be entitled to cancel this Charter Party. However, if the Owners know or ought reasonably to know that they will be unable to deliver the Vessel by the cancelling date, they shall give notice in writing to the Charterers thereof as soon as reasonably practicable stating in such notice the date and time by which they will be able to deliver the Vessel. The Charterers may within twenty-four (24) hours of receipt of such notice give notice in writing to the Owners cancelling this Charter Party. If the Charterers do not give such notice, then the later date specified in the Owners' notice shall be substituted for the cancelling date for all the purposes of this Charter Party. In the event the Charterers cancel the Charter Party, it shall terminate on terms that neither party shall be liable to the other for any losses incurred by reason of the non-delivery of the Vessel or the cancellation of the Charter Party.

- (d) Liquidated Damages for Late Delivery of Vessel(s) – If the Owner for any reason other than Force Majeure, fails to timely deliver the Vessel at designated location as stated in Box 7 as per the time schedule stated in Box 5 or the extended date given by the Charterer, the Charterer without prejudice to any other right or remedy available to them, shall have a right to seek payment from the Owner as ascertained and agreed liquidated damages, and not by way of penalty, 0.5% of the annual Contract value for each week of late delivery/delayed work/Not working/Non availability of the Vessel by the Owners up to a maximum of Ten percent (10%) of total Annual contract value. The payment of liquidated damages pursuant to this sub-clause shall not affect the rights of the Charterer to terminate this Charter Party.
- (e) Redelivery – The Vessel shall be redelivered on the expiration or earlier termination of this Charter Party free of cargo and with cargo tanks clean to applicable industry standards at the port or place as stated in Box 8(i) or such other port or place as may be mutually agreed. The Charterers shall give not less than the number of days' notice in writing of their intention to redeliver the Vessel, as stated in Box 8(ii).
- (f) Demobilisation – Except in the event of termination due to the Owners' repudiatory breach, the Charterers shall pay the lump sum demobilisation fee without discount in the amount as stated in Box 15 which amount shall be paid on the expiration or on earlier termination of this Charter Party.
- (g) Cargo and services – Should the Owners agree to the Vessel loading and transporting cargo and/or property and/or undertaking any other service for the Charterers en route to the port of delivery or from the port of redelivery, then all terms and conditions of this Charter Party shall apply to such loading and transporting and/or other service exactly as if performed during the Charter Period excepting only that any lump sum fee agreed in respect thereof shall be payable and earned on loading or commencement of the service as the case may be, the Vessel and/or cargo and/or property lost or not lost.

3. Condition of Vessel

- (a) At the date of delivery the Vessel shall be of the description and class as specified in ANNEX A, attached hereto, and in a thoroughly efficient state of hull and machinery and with all valid statutory permissions and insurances.
- (b) The Owners shall exercise due diligence to maintain the Vessel in such class and in every way fit for the service stated in Clause 6 (Employment and Area of Operation) throughout the period of this Charter Party.

4. Structural Alterations and Additional Equipment

The Charterers shall have the option, at their expense, of making structural alterations to the Vessel or installing additional equipment, both requiring the written consent of the Owners, which shall not be unreasonably withheld. Unless otherwise agreed, the Vessel is to be redelivered reinstated and all additional equipment removed, at the Charterers' expense, to her condition on delivery, fair wear and tear excepted. The Vessel is to remain on hire during any period of these alterations or reinstatement. The Charterers shall at all times be responsible for repair and maintenance of any such alteration or additional equipment. However, the Owners may, upon giving notice, undertake any such repair and maintenance

at the Charterers' expense, when necessary for the safe and efficient performance of the Vessel. The equipment installed by the Charterers shall not become the property of the Owners.

5. Surveys, Audits and Inspections

- (a) Surveys – Upon delivery and redelivery of the Vessel, the Parties shall jointly or jointly appoint an independent surveyor for the purposes of determining and recording in writing:
- (i) the type and quantity of fuel;
 - (ii) the quantity of potable water remaining onboard; and
 - (iii) the cleanliness and condition of the cargo tanks, as at the time of the Vessel's delivery and redelivery respectively.

The Parties shall jointly share the expenses of such surveys.

- (b) Audits and inspections – Prior to delivery the Owners shall provide the Charterers with such information and documentation for the vessel stated in Box 4. Provided that audits, assessments, surveys or inspections can be accomplished without hindrance to the working or operation of or delay to the Vessel, and subject to prior consent, which shall not be unreasonably withheld, the Owners shall provide full access to the Vessel prior to delivery for the Charterers and / or their appointed auditor to carry out vessel audits, assessments, surveys and inspections. The Charterers shall have the right at any time during the Charter Period, subject to reasonable prior notice, to conduct, or have conducted, any audits, assessments, surveys or inspections of the Vessel. The cost for all such audits, assessments, surveys and inspections shall be for the Charterers' account. The Owners and the Crew shall assist the Charterers with the audits, assessments, surveys and inspections. The results, conclusions and any recommendations arising from such audits, assessments, surveys and inspections shall be presented to the Owners for review and reasonable time to close out the observations.

6. Employment and Area of Operation

- (a) Employment – The Vessel shall be employed in offshore activities which are lawful in accordance with the law of the place of the Vessel's flag and/or registration and of the place of operation. Such activities shall be restricted to the service(s) as stated in Box 17, and to voyages between any good and safe port or place and any place or Offshore Units where the Vessel can safely lie always afloat within the area of operation as stated in Box 16 (Area of Operation), which shall always be within International Navigation Limits. The Charterers warrant the safety of any such port or place or Offshore Units but shall exercise due diligence in issuing their orders to the Vessel and having regard to her capabilities and the nature of her employment.
- (b) ROV operations and diving platform – Unless otherwise stated in Box 18(i), the Charterers shall not have the right to use the Vessel for ROV operations. However, the vessel shall be used as a diving platform (which will be stated in Box 18(ii)).
- (c) Permission and licences – Relevant permission and licences from responsible authorities for the Vessel to enter, work in and leave the Area of Operation as well as visas and work permits for the Master, Officer and Crew shall be obtained by the Owners at its own cost and Charterer shall provide all required support supplemented by providing recommendation letters, on request & submission of back to back undertaking by Owner, for securing such permission and licences. Where necessary the Charterers shall assist the Owners in obtaining work permits and visas for the Crew, at the cost of Owner, to work in the Area of Operation.
- The Owners shall be responsible for obtaining and maintaining all clearances and permissions including but not limited to DG Shipping including INSA and SPL, MOD (Ministry of Defence), Customs, MOHA (Ministry of Home Affairs), NSC (Naval Security clearance), DG Shipping etc., prior to on-hire. Such clearances shall be arranged by

the Owners at its own Cost prior to on-hire at no extra cost & time to Charterers and maintained through the charter hire duration

The Vessel's space – All the Vessel's tanks, decks, and usual places of loading and accommodation throughout the Charter Period shall be at the Charterers' disposal reserving proper and sufficient space for the Vessel's Crew, tackle, apparel, furniture, provisions and stores. The Charterers shall be entitled to carry, so far as space and certification is available and for their purposes in connection with their operations:

(i) Persons other than Crew, other than fare paying, and for such purposes to make use of the Vessel's available accommodation (as per ANNEX A). The Owners shall provide suitable provisions and requisites for such persons for which the Charterers shall pay at the rate as stated in Box 27 per meal and at the rate as stated in Box 28 per day for the provision of bedding and services for persons using available accommodation.

(ii) Lawful cargo whether carried on or under deck.

(iii) Explosives, dangerous goods, and toxic and/or noxious substances whether in bulk or packaged, provided proper notification has been given and such cargo is marked and packed in accordance with the national regulations of the Vessel and/or the International Maritime Dangerous Goods Code and/or other applicable regulations.

(iv) Each Party shall protect, indemnify and hold harmless another Party, its Co-ventures, their directors, officers, and employees from any and all claims or liability for incorrect or under valuation of tax payable on income excess profits, customs duties, royalty or other taxes assessed or levied by any government agency including any tax assessed or levied on account of property or equipment, wages salaries or other benefits paid to Owners' employees or employees of sub-contractors, , their directors, officers and employees' including from any and all claims or on account of any payment made to or earned by such Party.

7. Master and Crew

(a) The Crew shall carry out their duties promptly and the Vessel shall render all reasonable services within her capabilities by day and by night and at such times and on such schedules as the Charterers may reasonably require without any obligation on the Charterers to pay to the Owners or the Crew any excess or overtime payments. The Charterers shall furnish the Master with all instructions and sailing directions and the Vessel and Crew shall keep full and correct records accessible to the Charterers or their agents.

(b) (i) No bills of lading shall be issued for shipments under this Charter Party.

(ii) The Master shall sign cargo documents as directed by the Charterers in the form of receipts that are non- negotiable documents and which are clearly marked as such.

(iii) The Charterers shall indemnify the Owners against all liabilities that may arise from the signing of such cargo documents in accordance with the directions of the Charterers to the extent that the terms of such cargo documents impose more onerous liabilities than those assumed by the Owners under the terms of this Charter Party.

(c) The Crew, if required by the Charterers, will connect and disconnect electric cables and cargo hoses when placed on board the Vessel in port as well as alongside the Offshore Units; will operate the machinery on board the Vessel for loading and unloading cargoes; and will hook and unhook pre-slung cargo on board the Vessel when loading or discharging alongside Offshore Units. If any of this work is not permitted by the port regulations or the seamen and/or labour unions, the Charterers shall make, at their own expense, whatever other arrangements may be necessary.

(d) If the Charterers have reason to be dissatisfied with the conduct of any member of the Crew, the Owners on receiving particulars of the complaint shall promptly investigate the matter and if the complaint proves to be well founded, the Owners shall within 7 working days without affecting the work progress or if the replacement cannot be completed within 7 working days – within another period in the reasonable opinion of the Owners, but as soon as reasonably possible make appropriate changes in the

appointment.

- (e) The entire operation, navigation, and management of the Vessel shall be in the exclusive control and command of the Owners and the Crew. The Vessel will be operated and the services hereunder will be rendered as requested by the Charterers, subject always to the exclusive right of the Owners or the Master to determine whether operation of the Vessel may be safely undertaken. In the performance of the Charter Party, the Owners are deemed to be an independent contractor, the Charterers being concerned only with the results of the services performed.
- (f) The vessel shall have sufficient lashing material Turn buckles, shackles, slings, clamps, chains to lash all cargoes, Crew shall be responsible for lashing, sea fastening of cargo loaded by Charterer at Port (). In case if Project/Off Dimensional Cargo requires specialize sea-fastening arrangements subsequent to any structural analysis, same shall be provided by Charterers.

8. Owners to Provide

- (a) The Owners shall provide and pay for:
 - (i) all provisions, wages and all other expenses of the Crew including their travelling, travel expenses, off days, insurances, medical etc.; and
 - (ii) all statutory, flag, marine, shipping, class permissions and compliance requirements etc.; and
 - (iii) all maintenance and repair of the Vessel's hull, machinery and equipment; and
 - (iv) except as otherwise provided in this Charter Party:
 - (1) all insurance on the Vessel and Crew;
 - (2) all dues and charges directly related to the Vessel's flag and/or registration;
 - (3) all deck, cabin and engine room stores, lubricants, ropes and wires required for ordinary ship's purposes and for mooring alongside in harbour; and
 - (4) all fumigation expenses and sanitation certificates.

The Owners' obligations under this Clause extend to cover all liabilities for consular charges appertaining to the Crew, customs or import duties arising at any time during the performance of this Charter Party in relation to the personal effects of the Crew, and in relation to the stores, provisions and other matters as aforesaid which the Owners are to provide and/or pay for. The Owners shall refund to the Charterers any sums they or their agents may have paid or been compelled to pay in respect of such liability.

- (b) On delivery the Vessel shall be equipped at the Owners' expense with any towing and anchor handling equipment specified in ANNEX A.

9. Charterers to Provide

- (a) While the Vessel is on hire the Charterers shall provide and pay for all fuel and water, dispersants and firefighting foam, and transport thereof, port charges, pilotage and boatmen and canal steersmen (whether compulsory or not), launch hire (unless incurred in connection with the Owners' business), light dues, tug assistance, canal, dock, harbour, tonnage and other dues and charges, agencies and commissions incurred on the Charterers' business, costs for security or other watchmen, costs for quarantine (if occasioned by the nature of the cargo carried or the ports visited whilst employed under this Charter Party but not otherwise).
- (b) The Charterers shall provide and pay for the loading, back-loading and discharging of cargoes when not done by the Crew, the cleaning of cargo tanks, the discharging and disposal of waste products deriving from their operations, all necessary pad eyes, shackles, wires, chains, bottle-screws, load-binders and other similar items required for securing any special, exceptional, unusual or heavy lift deck cargoes, except as provided by the Owners, all ropes, slings, wires, stops, cargo hoses, spreaders and special runners actually used for loading, back-loading and discharging cargoes. Any and all cargo loading, securing, back-loading and discharging equipment shall always have been properly tested and certified as applicable regulations require.

- (c) Upon entering into this Charter Party or in any event no later than the time of delivery of the Vessel the Charterers shall provide the Owners with copies of any operational plans or documents which are necessary for the safe and efficient operation of the Vessel. All documents received by the Owners shall be returned to the Charterers on redelivery.
- (d) The Owner shall pay for customs duties, all permits, import duties (including costs involved in establishing temporary or permanent importation bonds), and clearance expenses, for the Vessel and/or equipment, required for or arising out of this Charter Party. During the Charter Period, any Spare/Equipment is to be imported, it will be at Owner's cost and responsibility and Charterer shall provide recommendatory letters on request of Owner.
- (e) The Charterers shall pay for any replacement of any anchor handling/towing/lifting wires and accessories which have been placed on board by the Owners, should such equipment be lost or damaged, other than as a result of the Owners' negligence.
- (f) The Charterers shall pay for any fines, taxes or imposts levied and provide any financial security required in the event that contraband and/or unmanifested drugs and/or cargoes are found to have been shipped as part of the Charterer's cargo. The Vessel shall remain on hire during any time lost as a result thereof. However, if the Crew are involved in smuggling, any financial security required and any fines, taxes or imposts shall be provided and paid for by the Owners and the Vessel shall be off hire during any time lost as a result thereof.
- (g) In case the Vessel is unable to call port Charterers shall provide suitable Tug for supplying Provision & vessel spares in case required. All vessel crew change and medivac if any shall be Charterers responsibility from Offshore to Charterers base.

10. Fuel

- (a) Upon delivery – The Vessel shall be delivered with no less fuel on board than the quantity stated in Box 19(i).
- (b) Upon redelivery – The Vessel shall be redelivered with no less fuel on board than the quantity required by the Vessel to reach, at economical speed, the nearest port where fuel of the specification and grade as stated in Box 19(iv) is available.
- (c) Payment for fuel – The payment, crediting and accounting of fuel remaining on board the Vessel at the time of delivery and redelivery of the Vessel shall be either in accordance with Subclause 10(c)(ii) below, as indicated in Box 19(ii).
 - (i) NA
 - (ii) The Charterers shall pay the Owners, or the Owners shall credit the Charterers, for the difference in the quantity of fuel on board between the delivery and redelivery of the Vessel at the time of Actual Off hire survey during the redelivery. In the event that the price paid by the Charterers for the quantity of fuel consumed, or credited by the Owners for fuel loaded, is a pre-agreed price, this shall be the price stated in Box 19(iii). Where the price of fuel is not pre-agreed, Box 19(iii) shall be left blank and the price shall be the substantiated price paid for the Vessel's last loading of fuel.
- (d) Loading of fuel – The Charterers shall supply fuel of the specifications and grades as stated in Box 19(iv). The fuels shall be of a stable and homogenous nature and unless otherwise agreed in writing, shall comply with the latest edition of ISO Standard 8217 as well as with the relevant provisions of MARPOL. The Chief Engineer shall co-operate with the Charterers' bunkering agents and fuel suppliers and comply with their requirements relating to the fuel, including but not limited to, checking, verifying and acknowledging sampling, reading or sounding and metering, before, during and after the loading of fuel. During delivery representative samples of all fuels shall be taken at a point as close as possible to the Vessel's fuel manifold. Each of the samples shall be divided into a minimum of four (4) sub-samples, labelled and sealed and signed by the suppliers, Chief Engineer and the Charterers or their agents. One sub-sample shall be retained on board for MARPOL purposes and the remaining samples distributed between the Owners, the Charterers and the suppliers. If any claim should arise in

respect of the quality or specification or grades of the fuel supplied, the samples of the fuel retained as aforesaid shall be analysed by a qualified and independent laboratory, jointly appointed by the Parties, whose analysis as regards the characteristics of the fuel shall be binding on the Parties concerning the characteristics tested for. If one or more of the fuel samples are found not to be in compliance with the specification as agreed in the paragraph above, the Charterers shall meet the cost of this analysis, otherwise the same shall be for the Owners' account.

- (e) Compliance - The Vessel's Chief Engineer, or nominee, may at any time before or during the loading of any fuel, stop the loading if such person reasonably believes that it does not comply with Subclause 10(d) until such time as the Charterers or the fuel supplier have reasonably demonstrated their compliance with Subclause 10(d). The Vessel shall remain on hire during any stoppage of loading under this Clause.
- (f) The Owners shall not be held liable for any reduction in the Vessel's speed, performance and/or increased fuel consumption nor for any time lost arising as a result of any fuel not complying with Subclause 10(d) and the Vessel shall remain on hire.

11. BIMCO ISPS/MTSA Clause for Time Charter Parties 2005

- (a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).
 - (ii) Upon request the Owners shall provide a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO).
 - (iii) Except as otherwise provided in this Charter Party, loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account.
- (b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA. Furthermore, the Charterers shall ensure that all sub-charter parties they enter into during the period of this Charter Party contain the following provision: "The Charterers shall provide the Owners with their full style contact details and, where sub-letting is permitted under the terms of the charter party, shall ensure that the contact details of all sub-charterers are likewise provided to the Owners".
 - (ii) Except as otherwise provided in this Charter Party, loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account.
- (c) Notwithstanding anything else contained in this Charter Party all delay, costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the Owners' negligence. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.
- (d) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

12. Hire and Payments

- (a) Hire – The Charterers shall pay hire due for the Vessel at the rate stated in Box 20(i)

per day or pro rata for part thereof from the time that the Vessel is delivered to the Charterers, cleared, compliant and accepted by Charterer, until the expiration or earlier termination of this Charter Party.

- (b) Extension hire – If the option to extend the Charter Period under Subclause 1(b) (Charter Period) is exercised, the hire for such extension shall, unless stated in Box 21, be agreed between the Parties. Should the Parties fail to reach an agreement, then the Charterers shall not have the option to extend the Charter Period.
- (c) Adjustment of hire – The hire shall be adjusted to reflect documented changes, after the date of entering into the Charter Party, in the Owners' costs arising from changes in laws and regulations, or the implementation thereof, within the Area of Operation stated in Box 16 governing the Vessel, its Owners and/or its Crew or this Charter Party or in the application thereof. See also Additional Clause 50.
- (d) Invoicing – All invoices shall be issued on monthly basis in the contract currency stated in Box 20(i). In respect of reimbursable expenses incurred in currencies other than the contract currency, the rate of exchange into the contract currency shall be stated in Box 20(ii). Invoices covering hire and any other payments due shall be issued monthly as stated in Box 22(i) and at the expiration or earlier termination of this Charter Party. If Subclause 10(c)(i) (Fuel – Payment for Fuel) applies, fuel on board at delivery shall be invoiced at the time of delivery.

Invoices, item wise, shall be endorsed with the Charter Party number and title and shall be submitted along with all supporting documents, daily duty sheets duly signed by the Charterer's representative in email once in each month and shall be forwarded to.

**Sun Petrochemicals Private Limited,
8th, 9th & 10th Floor, ATL Corporate Park,
Saki Vihar Road, Mumbai, Maharashtra, India**

- (e) Payments – Payments of hire, fuel invoices and disbursements for the Charterers' account shall be received within the number of days stated in Box 24 from the date of receipt of the invoice. Payment shall be received in the currency stated in Box 20(i) in full without discount or set-off to the account stated in Box 23 except Withholding Tax (WHT) / Tax Deduction at Source (TDS) as applicable in the Charterer's country. However, any advances for disbursements made on behalf of and approved by the Owners may be deducted from hire due. If payment is not received by the Owners within five (5) Banking Days following the due date the Owners are entitled to charge interest on the amount outstanding from and including the due date until payment is received.

If the Charterers reasonably believe an incorrect invoice has been issued, they shall notify the Owners promptly, but in no event no later than 7 days, specifying the reason for disputing the invoice. The Charterers shall pay the undisputed portion of the invoice but shall be entitled to withhold payment of the disputed amount. The Owners shall not be entitled to charge interest on such disputed amounts where resolved in favour of the Owners. The balance payment (together with any applicable interest) shall be received by the Owners within seven (7) Banking Days after the dispute is resolved. Should the Charterers' claim be valid, a corrected invoice shall be issued by the Owners.

- (f) Suspension and termination - (i) Where there is a failure to make punctual payment of hire or other sums due and payable by the Charterers to Owners, the Owners shall promptly notify the Charterers in writing of such failure and require payment within fifteen (15) working days.

(ii) At any time while hire or other sums due and payable by the Charterers to Owners remain outstanding, except for disputed items/amount, the Owners shall be entitled to suspend the performance of any or all of their obligations under this Charter Party until such time as all the hire and/or other sums due to the Owners under the Charter Party has been received by the Owners. Throughout any period of suspended performance under this Clause, the Vessel shall remain on hire. The Owners' right to suspend performance under this Clause shall be without prejudice to any other rights they may

have under this Charter Party.

(iii) If after fifteen (15) working days of the written notification referred to in Subclause 12(f)(i) the sums referred to have still not been received, the Owners may at any time while such sums remain outstanding terminate the Charter Party. The right to terminate shall be exercised promptly and in writing and is not dependent upon the Owners first exercising the right to suspend performance of their obligations under the Charter Party pursuant to Subclause 12(f)(ii) above. The receipt by the Owners of all sums due from the Charterers after the fifteen (15) working day period referred to above has expired but prior to the notice of termination shall be deemed a waiver of the Owners'.

(iv) Neither failure nor default by the Owners to suspend the performance of any of the Charterers' obligation or to terminate this Charter Party for any delay in payment or to properly notify the Charterers on delay of payment or to exercise any other rights or remedies provided herein or by law nor acceptance by the Owners delay in payment shall be deemed a waiver of any Owners' rights or remedies as to any prior or subsequent default in accordance with the Contract. The Charterers shall indemnify the Owners in respect of any liabilities for any losses as a consequence of the Owners' proper suspension of any or all of their obligations under this Charter Party or termination of this Charter Party.

(v) Where the Owners choose not to exercise any of the rights afforded to them by this Clause in respect of any particular late payment of hire, or a series of late payments of hire, or other sums due and payable by the Charterers to Owners under the Charter Party, this shall not be construed as a waiver of their right either to suspend performance under Subclause 12(f)(ii) or to terminate the Charter Party under Subclause 12(f)(iii) in respect of any subsequent late payment under this Charter Party.

(vi) The Charterers shall indemnify the Owners in respect of any liabilities incurred by the Owners under cargo documents issued pursuant to Subclause 7(b) (Master and Crew) as a consequence of the Owners' proper suspension of any or all of their obligations under this Charter Party or termination of this Charter Party.

- (g) Audit – The Charterers shall have the right to appoint an independent qualified accountant to audit the Owners' books directly related to work performed under this Charter Party at any time after the conclusion of the Charter Party, up to the expiry of the period stated in Box 26, to determine the validity of the Owners' charges hereunder. The Owners undertake to make their records available for such purposes at their principal place of business during normal working hours. Any discrepancies discovered in payments made shall be promptly resolved by invoice or credit as appropriate.

13. Off-hire

- (a) Off-hire and exceptions – If as a result of any deficiency of Crew or of the Owners' stores, strike of Crew, breakdown of machinery and/or equipment (excluding any equipment installed on the Vessel by the Charterers pursuant to Clause 4 (Structural Alterations and Additional Equipment), damage to hull or other accidents to the Vessel, deficiency in any of statutory or class permission / approval, deficiencies in insurances, the Charterers have informed the Owners that the Vessel is prevented from working, and the Owners fails to remedy such within 7 days or within the reasonable period required remedy and agreed between the Parties. During such period, no hire shall be payable in respect of any time lost and any hire paid in advance shall be adjusted accordingly provided always however that hire shall not cease in the event of the Vessel being prevented from working as aforesaid as a result of:
- (i) the carriage of cargo as noted in Subclause 6(d)(iii) (Employment and Area of Operation – The Vessel's Space);
 - (ii) quarantine or risk of quarantine unless caused by the Crew having communication with the shore or other vessel at any infected area not in connection with the employment of the Vessel, without the consent or the instructions of the Charterers;
 - (iii) deviation from the Vessel's Charter Party duties or exposure to abnormal risks at the request of the Charterers;

(iv) detention in consequence of being driven into port or to anchorage through stress of weather or trading to shallow harbours or to river or ports with bars or suffering an accident to its cargo, when the expenses resulting from such detention shall be for the Charterers' account howsoever incurred;

(v) detention or damage by ice;

(vi) any act or omission of the Charterers' Group; or

(vii) any force majeure event as stated in Clause 35 (Force Majeure),

In case, propellers of the Vessel are fouled due to some floating debris such as fishing nets, tyres or ropes etc. during on hire period inside the port and locations/sites, the Vessel shall be deemed to be off-hire from the time the Vessel reports breakdown till she is brought back to operations. Such breakdown shall be examined on case to case basis by the Charterers and the Owners.

(b) Liability for Vessel not working – The Owners' liability for any loss, damage or delay sustained by the Charterers as a result of the Vessel being prevented from working by any cause whatsoever, including negligence on the part of a member of the Owners' Group, shall be limited to applicability of Liquidated Damages and suspension of hire, except as provided in Subclause 11(a)(iii) (BIMCO ISPS/MTSA Clause for Time Charter Parties), whether or not the Vessel is off-hire.

(c) Maintenance and drydocking

(i) Maintenance – Notwithstanding Subclauses 13(a) and 13(c)(ii), the Owners shall be entitled to a maximum of 24 hours on hire, (i.e. total of 12 days per calendar year) which shall be cumulative per month or pro rata for part of a month from the commencement of the Charter Period for maintenance and repairs (hereinafter referred to as "Maintenance Allowance"). The Maintenance Allowance shall be accumulated up to a maximum of 72 (seventy two hours) hours i.e. 3(Three) days for any period of time during which the Vessel is on-hire.

Unless the Owners have requested for maintenance allowance and the Charterers are unable to release the Vessel due to operational exigencies then in such cases the maintenance allowances can be carried forward. Any Maintenance Allowance which is unused upon expiration or earlier termination of this Charter Party then the same will be lapsed. Hire shall be suspended during any time taken in maintenance repairs in excess of the Maintenance Allowance. Fuel being utilized by the Vessel during maintenance downtime period shall be at the Owners' account and will be charged at the substantiated price paid for the Vessel's last loading of fuel at that particular time.

(ii) Dry-docking and mandatory survey – Owners warrant that during the first year of Charter Party Agreement of Hire, the Vessel will not be removed from service for the purpose of undertaking class/routine dry-docking. After the complete of first calendar year of the Charter Party Agreement, the Charterers shall permit the Vessel to dry-dock at regular intervals during the balance Charter Period in accordance with its classification society requirements. Unless on-hire by reason of accumulated Maintenance Days, the Vessel shall be off-hire from the time the Charterers place it at the Owners' disposal. The Vessel shall go back on hire from the time it is placed at the Charterers' disposal at the place where it was originally released.

Whenever a dry-docking is required, the Charterers shall beforehand remove any cargo, and clean any cargo tanks as necessary to effect such dry-docking, after which the Vessel shall be placed at the Owners' disposal. The Vessel shall be returned to the Charterers when it has completed dry-docking and returned to the port or place where it was placed at the Owners' disposal. The Owners choice of dry-dock location shall always be reasonable as to time and cost, both to themselves and to the Charterers.

However, if a substitute vessel of similar or higher capacity is provided by the Owners during the dry dock period, the daily charter rate shall be applicable for such substitute vessel and will be paid. If under the Charter Party fuel is to be supplied by the Charterers, fuel consumed by the substitute Vessel shall be considered as fuel have been provided by the Owners for Vessel and balance of fuel consumed by the

substitute vessel will be charged and paid by the Charterers at the substantiated price paid for the Vessel's last loading of fuel at that particular time.

At the commencement of the charter period, the Owners shall provide the Charterers with the Vessel's class dry-docking schedule for the charter period, including any options to extend.

(d) Knock for knock

(i) Owners – Notwithstanding anything else contained in this Charter Party excepting Subclauses 9(e) (Charterers to Provide), 15(c) (Liabilities and Indemnities – Limitations), and 18(c) (Saving of Life and Salvage), the Charterers shall not be responsible for loss of or damage to any property of any member of the Owners' Group, including the Vessel, or for personal injury or death of any member of the Owners' Group, arising out of or in any way connected with the performance or non-performance of this Charter Party whatsoever and in any circumstances, even if such loss, damage or personal injury or death is caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise) or default of the Charterers' Group, and even if such loss, damage or personal injury or death is caused wholly or partially by the unseaworthiness of any vessel; and the Owners shall indemnify, protect, defend and hold harmless the Charterers' Group from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, personal injury or death. The indemnities provided herein shall not apply in the event of Gross Negligence or Wilful Misconduct of the indemnified party or its personnel.

(ii) Charterers – Notwithstanding anything else contained in this Charter Party excepting Clauses 9(e) (Charterers to provide) and 16 (Wreck Removal), the Owners shall not be responsible for loss of, damage to, or any liability arising out of anything towed by the Vessel, any cargo laden upon or carried by the Vessel or her tow, any property of any member of the Charterers' Group, whether owned or chartered, including their Offshore Units, or for personal injury or death of any member of the Charterers' Group or of anyone on board anything towed by the Vessel, arising out of or in any way connected with the performance or non-performance of this Charter Party whatsoever and in any circumstances, even if such loss, damage, liability or personal injury or death is caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise) or default of the Owners' Group, and even if such loss, damage, liability or personal injury or death is caused wholly or partially by the unseaworthiness of any vessel; and the Charterers shall indemnify, protect, defend and hold harmless the Owners' Group from any and against all claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising out of or in connection with such loss, damage, liability, personal injury or death.

(e) Excluded losses – Notwithstanding anything else contained in this Charter Party neither party shall be liable to the other for:

(i) any loss of use (including, without limitation, loss of use or the cost of use of property, equipment, materials and services including without limitation, those provided by contractors or subcontractors of any tier or by third parties), loss of profits or anticipated profits; loss of product; loss of business; business interruption; loss of or deferral of drilling rights; loss, restriction or forfeiture of licences, concession or field interest; loss of revenue, shut in, loss of production, deferral of production, increased cost of working; cost of insurance; or any other similar losses whether direct or indirect; and

any consequential or indirect loss whatsoever; arising out of or in connection with the performance or non-performance of this Charter Party even if such loss is caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise) or default of the indemnified party, and even if such loss is caused wholly or partially by the unseaworthiness of any vessel, and the Owners shall indemnify, protect, defend and hold harmless the Charterers' Group from such losses suffered by the Owners'

Group and the Charterers shall indemnify, protect, defend and hold harmless the Owners' Group from such losses suffered by the Charterers' Group.

- (f) Limitations – Nothing contained in this Charter Party shall be construed or held to deprive the Owners or the Charterers, as against any person or party, including as against each other, of any right to claim limitation of liability provided by any applicable law, statute or convention, save that nothing in this Charter Party shall create any right to limit liability. Where the Owners or the Charterers may seek an indemnity under the provisions of this Charter Party or against each other in respect of a claim brought by a third party, the Owners or the Charterers shall seek to limit their liability against such third party.
- (g) Himalaya clause – All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Charterers shall also apply to and be for the benefit of the Charterers' Group and their respective underwriters.

All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Owners shall also apply to and be for the benefit of the Owners' Group and their respective underwriters; the Vessel and its registered owners; and the Crew. The Owners or the Charterers shall be deemed to be acting as agent or trustee of and for the benefit of all such persons and parties set forth above, but only for the limited purpose of contracting for the extension of such benefits to such persons and parties.

14. Operating Day Rate, Repair Day Rate and Suspension Day Rate:

- (a) Operating Day Rate (ODR):- Operating Day rate will become payable after completion of Mobilization. Contractor shall be always paid quoted Operating Day Rate during the term of the Contract, except when specially otherwise provided for in this Contract.
- (b) Repair Day Rate:-If operations hereunder are suspended, due to break-down of or the need for repairs to Owner's equipment, or due to the failure of Owner to furnish any requirement for the operation, such as but not limited to, materials, supplies, equipment or services to which Owner is obligated to furnish hereunder or due to failure of the Marine Vessel due to whatever reasons and if such failure results in the operations being materially affected, Owner shall be paid at the Repair Day Rate up to a maximum of 32 (thirty two) hours as compensation per calendar month. Beyond the said 32 hours, no daily compensation shall be payable to Owner during such failure/breakdown until operations are recommenced to the satisfaction of the Charterer at which time the applicable rate shall again come into force. Any unused portion of the 32 hours per calendar month cannot be carried forward and/or adjusted against any other calendar month. Beyond the above-mentioned permissible period, zero rate will be applicable for further period of breakdown.
- (c) Suspension Day Rate:- The Charterer shall have the right, without cause, at any time to require the Owner to suspend the work under this Contract on giving notice to the Owner specifying the estimated duration of the suspension period. The work shall resume at the end of suspension period or such other date as the Charterer may specify to the Owner by notice in writing. During the suspension period, Owner shall be paid 'Suspension Day Rate (SDR) for the Services. The total suspension period during the Contract duration shall not exceed a maximum of 2 (two) months/year. The Charterer, at its discretion, may add back such suspension period to the original CPA duration at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Owner before the expiry of the CPA. However, beyond the said period of 2 (two) months, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions.

15. Indemnities and Liabilities

- (a) Except as otherwise provided for in Subclause 18(c)(iii) (Saving of Life and Salvage),

the Owners shall be liable for, and agree to indemnify, defend and hold harmless the Charterers against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or threatened pollution damage due to discharge, spills or leaks from the Vessel, except as may emanate from cargo thereon or therein and the cost of cleanup or control thereof even if such claims, costs expenses, actions proceedings, suits, demands and liabilities are caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise) or default of the Charterers' Group.

- (b) The Charterers shall be liable for and agree to indemnify, defend and hold harmless the Owners from all claims, costs, expenses, actions, proceedings, suits, demands, liabilities, loss or damage whatsoever arising out of or resulting from any other actual or threatened pollution damage, even if such claims, costs, expenses, actions, proceedings, suits, demands, liabilities, loss or damage are caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise) or default of the Owners' Group, and even if such loss, damage or liability is caused wholly or partially by the unseaworthiness of the Vessel.
- (c) The Charterers shall, upon giving notice to the Owners or the Master, have the right (but shall not be obliged) to place on board the Vessel and/or have in attendance at the site of any pollution or threatened incident one or more Charterers' representative to observe the measures being taken by Owners and/or national or local authorities or their respective servants, agents or contractors to prevent or minimise pollution damage and to provide advice, equipment or manpower or undertake such other measures, at Charterers' risk and expense, as are permitted under applicable law and as Charterers believe are reasonably necessary to prevent or minimise such pollution damage or to remove the threat of pollution damage.

16. Wreck Removal

If the Vessel becomes a wreck and has to be removed by order of any lawful authority having jurisdiction over the area where the Vessel and the cargo there on is placed or as a result of compulsory law, the Owners shall be liable for any and all expenses in connection with the lighting, marking, raising, removal, destruction of the Vessel.

17. Insurance

- (a) Covered in Clause 58

18. Saving of Life and Salvage

- (a) The Vessel shall be permitted to deviate for the purpose of saving life at sea without prior approval of or notice to the Charterers and without loss of hire provided however that notice of such deviation is given as soon as possible.
- (b) Subject to the Charterers' consent, which shall not be unreasonably withheld, the Vessel shall be at liberty to undertake attempts at salvage, it being understood that the Vessel shall be off-hire from the time it leaves port or commences to deviate and it shall remain off-hire until it is again in every way ready to resume the Charterers' service at a position which is not less favourable to the Charterers than the position at the time of leaving port or deviating for the salvage services. All salvage monies earned by the Vessel shall be divided equally between the Parties, after deducting the Crew's share, legal expenses, value of fuel consumed, hire of the Vessel lost by the Owners during the salvage, repairs to damage sustained, if any, and any other extraordinary loss or expense sustained as a result of the salvage. The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.
- (c) The Owners shall waive their right to claim any award for salvage performed on property owned by or contracted to the Charterers' Group, always provided such property was the object of the operation the Vessel was chartered for, and the Vessel shall remain on hire when rendering salvage services to such property. This waiver is without

prejudice to any right the Crew may have under any title. If the Owners render assistance to such property in distress on the basis of "no claim for salvage", then, notwithstanding any other provisions contained in this Charter Party and even in the event of neglect or default of the Owners or Crew:

(i) The Charterers shall be responsible for and shall indemnify the Owners against payments made, under any legal rights, to the Crew in relation to such assistance.

(ii) The Charterers shall be responsible for and shall reimburse the Owners for any loss or damage sustained by the Vessel or her equipment by reason of giving such assistance and shall also pay the Owners' additional expenses thereby incurred.

(iii) The Charterers shall be responsible for any actual or potential spill, seepage and/or emission of any pollutant howsoever caused occurring within the offshore site and any pollution resulting therefrom wheresoever it may occur and including but not limited to the cost of such measures as are reasonably necessary to prevent or mitigate pollution damage, and the Charterers shall indemnify the Owners against any liability, cost or expense arising by reason of such actual or potential spill, seepage and/or emission.

(iv) The Vessel shall not be off-hire as a consequence of giving such assistance, or effecting repairs under Subclause 18(c)(ii), and time taken for such repairs shall not count against time granted under Subclause 13(c) (Off-hire – Maintenance and Drydocking).

(v) The Charterers shall indemnify the Owners against any liability, cost and/or expense whatsoever in respect of any loss of life, injury, damage or other loss to person or property howsoever arising from such assistance.

19. Lien

The Owners shall not have lien on any cargoes, fuel and equipment owned by the Charterers for all claims against the Charterers under this Charter Party and the Charterers shall not have a lien on the Vessel for all monies paid in advance and not earned. The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel.

Should the Vessel be arrested by reason of claims or liens arising out of its operation hereunder, unless brought about by the act or neglect of the Owners, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their own expense put up security to release the Vessel. Except as provided in Clause 14 (Liabilities and Indemnities) and unless brought about by the act or neglect of the Owners, the Charterers shall indemnify and hold the Owners harmless against any lien of whatsoever nature arising upon the Vessel during the Charter Period while it is under the control of the Charterers, and against any claims against the Owners arising out of the operation of the Vessel by the Charterers or out of any neglect of the Charterers in relation to the Vessel or the operation thereof.

The Owners shall not exercise any lien, possessory or otherwise, over the Charterers' Equipment, cargo, or any property owned or operated by the Charterers' Group. Any such action shall be void and a material breach.

20. Sublet and Assignment

- (a) Charterers – The Charterers shall have the option of subletting, assigning the Vessel to their Affiliate or other Participant or JV, for any Blocks by giving written notice any person or company not competing with the Owners, subject to the Owners' prior approval which shall not be unreasonably withheld or delayed upon giving notice in writing to the Owners, but the original Charterers shall always remain responsible to the Owners for due performance of the Charter Party. The person or company taking such subletting, assigning or loan and their contractors and sub-contractors shall be deemed included in the Charterers' Group for all the purposes of this Charter Party. The Owners make it a condition of such consent that additional hire shall be paid as agreed between

the Charterers and the Owners in Box 29, having regard to the nature and period of any intended service of the Vessel.

- (b) Owners – The Owners may not assign or transfer any part of this Charter Party without the written approval of the Charterers, which approval shall not be unreasonably withheld or delayed. Approval by the Charterers of such transfer or assignment shall not relieve the Owners of their responsibility for due performance of the part of the services which is sublet or assigned.

If the Owners subcontract part of the Charter Party to a sub-contractor, the Owners shall ensure that sub orders reflect the requirements under this Charter Party and the Owners shall furnish to the Charterers within one month from the dated of signing of the agreement, a signed copy of the complete agreement. Further in case of any change in the agreement with the Sub-contractors, the same shall be notified to the Charterers within a period of one (1) month.

However, no such approval for sub-contracting shall relieve the Owners from any obligation or liability under the Charter Party and the Owners shall be fully responsible for acts and omissions of any sub-contractor or supplier and its employees and agents as though they were the acts and omissions of Owners or their employees or agents. Also, in no case Sub-contractors shall pass on any claim/ liability to the Charterers.

21. Substitute Vessel

The Owners shall be entitled at any time, whether before delivery or at any other time during the Charter Period, to provide a substitute vessel of at least equivalent capability with no additional commercial impact to Charterers, subject to the Charterers' prior approval which shall not be unreasonably withheld or delayed.

22. BIMCO War Risks Clause "CONWARTIME 2013"

- (a) For the purpose of this Clause, the words:
- (i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
 - (ii) "War Risks" shall include any actual, threatened or reported:
war, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "Piracy"); acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the government of any state or territory whether recognised or not, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or may become dangerous to the Vessel, cargo, crew or other persons on board the Vessel.
 - (iii) The Vessel shall not be obliged to proceed or required to continue to or through, any port, place, area or zone, or any waterway or canal (hereinafter "Area"), where it appears that the Vessel, cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be exposed to War Risks whether such risk existed at the time of entering into this Charter Party or occurred thereafter. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or may become dangerous, after entry into it, the Vessel shall be at liberty to leave it.
- (b) The Vessel shall not be required to load contraband cargo, or to pass through any blockade as set out in Subclause 22(a), or to proceed to an Area where it may be subject to search and/or confiscation by a belligerent.
- (c) If the Vessel proceeds to or through an Area exposed to War Risks, the Charterers shall

reimburse to the Owners any additional premiums required by the Owners' insurers and the costs of any additional insurances that the Owners reasonably require in connection with War Risks.

- (d) All payments arising under Subclause 22(d) shall be settled within fifteen (15) days of receipt of Owners' supported invoices or on redelivery, whichever occurs first.
- (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 the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.
- (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 of any state or territory whether recognised or not, body or group whatsoever acting with the power to compel compliance with their orders or directions;
 - (ii) to comply with the requirements of the Owners' insurers under the terms of the Vessel's insurance(s);
 - (iii) to comply with the terms of any resolution of the Security Council of the United Nations, 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 discharge at any alternative port any cargo or part thereof which may expose the Vessel to being held liable as a contraband carrier;
 - (v) to call at any alternative port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment, detention or similar measures.
- (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 Owners' 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. All costs, risk and expenses for the alternative discharge shall be for the Charterers' account.
- (h) The Charterers shall indemnify the Owners for claims arising out of the Vessel proceeding in accordance with any of the provisions of Subclauses 22(b) to (h) which are made under any bills of lading, waybills or other documents evidencing contracts of carriage.
- (i) When acting in accordance with any of the provisions of Subclauses 22(b) to (h) 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 Party.

23. War Cancellation Clause

Either party may cancel this Charter Party on the outbreak of war (whether there be a declaration of war or not) between any two or more of the countries stated in Box 30.

24. BIMCO Ice Clause for Time Charter Parties

- (a) The Vessel shall not be obliged to force ice but, subject to the Owners' prior approval having due regard to its size, construction and class, may follow ice-breakers.
- (b) The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are about to

be withdrawn by reason of ice, nor where on account of ice there is, in the Master's sole discretion, a risk that, in the ordinary course of events, the Vessel will not be able safely to enter and remain at the port or area or to depart after completion of loading or discharging. If, on account of ice, the Master in the Master's sole discretion considers it unsafe to proceed to, enter or remain at the place of loading or discharging for fear of the Vessel being frozen in and/or damaged, the Master shall be at liberty to sail to the nearest ice-free and safe place and there await the Charterers' instructions.

- (c) Any delay or deviation caused by or resulting from ice shall be for the Charterers' account and the Vessel shall remain on-hire.
- (d) Any additional premiums and/or calls required by the Vessel's underwriters due to the Vessel entering or remaining in any icebound port or area, shall be for the Charterers' account.

25. BIMCO Infectious or Contagious Diseases Clause for Time Charter Parties

- (a) For the purposes of this Clause, the words:
"Disease" means a highly infectious or contagious disease that is seriously harmful to humans. "Affected Area" means any port or place where there is a risk of exposure to the Vessel, crew or other persons on board to the Disease and/or to a risk of quarantine or other restrictions being imposed in connection with the Disease.
- (b) The Vessel shall not be obliged to proceed to or continue to or remain at any place which, in the reasonable judgement of the Master/Owners, is an Affected Area.
- (c) If the Owners decide in accordance with Subclause 24(b) that the Vessel shall not proceed or continue to an Affected Area they shall immediately notify the Charterers.
- (d) If the Vessel is at any place which the Master in the Master's reasonable judgement considers to have become an Affected Area, the Vessel may leave immediately, with or without cargo on board, after notifying the Charterers.
- (e) In the event of Subclause 24(c) or 24(d) the Charterers shall be obliged, notwithstanding any other terms of this Charter Party, to issue alternative voyage orders. If the Charterers do not issue such alternative voyage orders within forty-eight (48) hours of receipt of the Owners' notification, the Owners may discharge any cargo already on board at any port or place. The Vessel shall remain on hire throughout and the Charterers shall be responsible for all additional costs, expenses and liabilities incurred in connection with such orders/delivery of cargo.
- (f) In any event, the Owners shall not be obliged to load cargo or to sign, and the Charterers shall not allow or authorise the issue on the Owners' behalf of, bills of lading, waybills or other documents evidencing contracts of carriage for any Affected Area.
- (g) The Charterers shall indemnify the Owners for any costs, expenses or liabilities incurred by the Owners, including claims from holders of bills of lading, as a consequence of the Vessel waiting for and/or complying with the alternative voyage orders.
- (h) If, notwithstanding Subclauses 24(b) to (f), the Vessel does proceed to or continue to or remain at an Affected Area:
 - (i) The Owners shall notify the Charterers of their decision but the Owners shall not be deemed to have waived any of their rights under this Charter Party.
 - (ii) The Owners shall endeavour to take such reasonable measures in relation to the Disease as may from time to time be recommended by the World Health Organisation.
 - (iii) Any additional costs, expenses or liabilities whatsoever arising out of the Vessel visiting or having visited an Affected Area, including but not limited to screening, cleaning, fumigating and/or quarantining the Vessel and its crew, shall be for the Charterers' account and the Vessel shall remain on hire throughout.
- (i) The Vessel shall have liberty to comply with all orders, directions, recommendations or advice of competent authorities and/or the Flag State of the Vessel in respect of arrival, routes, ports of call, destinations, discharge of cargo, delivery or in any other respect whatsoever relating to issues arising as a result of the Vessel being or having been ordered to an Affected Area.
- (j) If in compliance with this Clause anything is done or not done, such shall not be

deemed a deviation, nor shall it be or give rise to an off-hire event, but shall be considered as due fulfilment of this Charter Party. In the event of a conflict between the provisions of this Clause and any implied or express provision of this Charter Party, this Clause shall prevail to the extent of such conflict, but no further.

- (k) The Charterers shall indemnify the Owners if after the currency of this Charter Party any delays, costs, expenses or liabilities whatsoever are incurred as a result of the Vessel having visited an Affected Area during the currency of this Charter Party.
- (l) The Charterers shall ensure that this Clause shall be incorporated into all sub-charters and bills of lading, waybills or other documents evidencing contracts of carriage issued pursuant to this Charter Party.

26. Health, Safety and Environment

See additional clause 43

27. Drugs and Alcohol Policy

The Owners undertake that they have, and shall maintain for the duration of this Charter Party, a policy on Drugs and Alcohol Abuse applicable to the Vessel (the "D & A Policy") that meets or exceeds the standards in the OCIMF Guidelines for the Control of Drugs and Alcohol Onboard Ship 1995 (or any subsequent amendments). The Owners shall exercise due diligence to ensure that the D & A Policy is understood and complied with on and about the Vessel. An actual impairment, shall not in and of itself mean that the Owners have failed to exercise due diligence.

28. BIMCO Anti-Corruption Clause for Charter Parties

- (a) The Parties agree that in connection with the performance of this Charter Party they shall each:
 - (i) comply at all times with all applicable anti-corruption legislation and have procedures in place that are, to the best of its knowledge and belief, designed to prevent the commission of any offence under such legislation by any member of its organisation or by any person providing services for it or on its behalf; and
 - (ii) make and keep books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions in connection with this Charter Party.
- (b) If a demand for payment, goods or any other thing of value ("Demand") is made to the Master or the Owners by any official, any contractor or sub-contractor engaged by or acting on behalf of Owners or Charterers or any other person not employed by Owners or Charterers and it appears that meeting such Demand would breach any applicable anti-corruption legislation, then the Master or the Owners shall notify the Charterers as soon as practicable and the Parties shall cooperate in taking reasonable steps to resist the Demand.
- (c) If, despite taking reasonable steps, the Demand is not withdrawn, the Master or the Owners may issue a letter of protest, addressed or copied to the Charterers. If the Master or the Owners issue such a letter, then, in the absence of clear evidence to the contrary, it shall be deemed that any delay to the Vessel is the result of resisting the Demand and (as applicable):
 - (i) the Vessel shall remain on hire; or
 - (ii) any time lost as a result thereof shall count as laytime or (if the Vessel is already on demurrage) as time on demurrage.
- (d) If either party fails to comply with any applicable anti-corruption legislation it shall defend and indemnify the other party against any fine, penalty, liability, loss or damage and for any related costs (including, without limitation, court costs and legal fees) arising from such breach.
- (e) Without prejudice to any of its other rights under this Charter Party, either party may terminate this Charter Party without incurring any liability to the other party if:

- (i) at any time the other party or any member of its organisation has committed a breach of any applicable anti- corruption legislation in connection with this Charter Party; and
 - (ii) such breach causes the non-breaching party to be in breach of any applicable anti-corruption legislation.
- Any such right to terminate must be exercised without undue delay.
- (f) Each party represents and warrants that in connection with the negotiation of this Charter Party neither it nor any member of its organisation has committed any breach of applicable anti-corruption legislation. Breach of this Subclause 28(f) shall entitle the other party to terminate the Charter Party without incurring any liability to the other.

29. MLC 2006

For the purposes of this Clause:

“MLC” means the International Labour Organization (ILO) Maritime Labour Convention (MLC 2006) and any amendment thereto or substitution thereof.

“Charterers’ Personnel” shall mean any Employees of each of the Charterers’ Group who are on board the Vessel.

- (a) The Owners shall provide the Charterers with a copy of Part I of the Declaration of Maritime Labour Compliance for the Vessel and the Charterers shall be responsible for ensuring compliance with the following requirements of MLC as applicable to the Vessel and as they may apply to the Charterers’ Personnel:
 - I. Minimum age;
 - II. Medical certificate;
 - III. Training and qualifications;
 - IV. Recruitment and placement;
 - V. Employment agreements;
 - VI. Wages;
 - VII. Hours of work and rest;
 - VIII. Entitlement to leave;
 - IX. Repatriation;
 - X. Compensation for the Vessel’s loss or foundering;
 - XI. Liability for sickness, injury and death; and
 - XII. Health and safety protection and accident prevention, to the extent that these are under the Charterers’ control.
- (b) Prior to any Charterers’ Personnel boarding the Vessel and upon Owners’ request at any time thereafter, the Charterers shall provide written evidence, to the reasonable satisfaction of the Owners, of the Charterers’ compliance with their obligations under this Clause.
- (c) Without prejudice to Subclause 14(b) (Liabilities and Indemnities – Excluded losses), the Charterers shall indemnify, protect, defend and hold harmless the Owners from any and all claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising out of or in connection with the Charterers’ failure to meet any of their obligations under this Clause, and the Vessel shall remain on hire in respect of any time lost as a result thereof.

30. BIMCO Sanctions Clause for Time Charter Parties

- (a) The Owners shall not be obliged to comply with any orders for the employment of the Vessel in any carriage, trade or on a voyage which, in the reasonable judgement of the Owners, will expose the Vessel, Owners, managers, Crew, the Vessel’s insurers, or their re-insurers, to any sanction or prohibition imposed by any State, Supranational or International Governmental Organisation.
- (b) If the Vessel is already performing an employment to which such sanction or prohibition is subsequently applied, the Owners shall have the right to refuse to proceed with the employment and the Charterers shall be obliged to issue alternative voyage orders

within 48 hours of receipt of Owners' notification of their refusal to proceed. If the Charterers do not issue such alternative voyage orders the Owners may discharge any cargo already loaded at any safe port (including the port of loading). The Vessel to remain on hire pending completion of Charterers' alternative voyage orders or delivery of cargo by the Owners and Charterers to remain responsible for all additional costs and expenses incurred in connection with such orders/delivery of cargo. If in compliance with this Subclause 29(b) anything is done or not done, such shall not be deemed a deviation.

- (c) The Charterers shall indemnify the Owners against any and all claims whatsoever brought by the owners of the cargo and/or the holders of bills of lading and/or sub-charterers against the Owners by reason of the Owners' compliance with such alternative voyage orders or delivery of the cargo in accordance with Subclause 29(b).
- (d) The Charterers shall ensure that this Clause shall be incorporated into all sub-charters and bills of lading issued pursuant to this Charter Party.

31. BIMCO Designated Entities Clause for Charter Parties

- (a) The provisions of this Clause shall apply in relation to any sanction, prohibition or restriction imposed on any specified persons, entities or bodies including the designation of specified vessels or fleets under United Nations Resolutions or trade or economic sanctions, laws or regulations of the European Union or the United States of America.
- (b) Owners and Charterers respectively warrant for themselves (and in the case of any sublet, Charterers further warrant in respect of any sub-charterers, shippers, receivers, or cargo interests) that at the date of this fixture and throughout the duration of this Charter Party they are not subject to any of the sanctions, prohibitions, restrictions or designation referred to in Subclause 30(a) which prohibit or render unlawful any performance under this Charter Party or any sublet or any bills of lading. Owners further warrant that the nominated vessel, or any substitute, is not a designated vessel.
- (c) If at any time during the performance of this Charter Party either party becomes aware that the other party is in breach of warranty as aforesaid, the party not in breach shall comply with the laws and regulations of any Government to which that party or the Vessel is subject, and follow any orders or directions which may be given by any body acting with powers to compel compliance, including where applicable the Owners' flag state. In the absence of any such orders, directions, laws or regulations, the party not in breach may, in its option, terminate the Charter Party forthwith or, if cargo is on board, direct the Vessel to any safe port of that party's choice and there discharge the cargo or part thereof.
- (d) If, in compliance with the provisions of this Clause, anything is done or is not done, such shall not be deemed a deviation but shall be considered due fulfilment of this Charter Party.
- (e) Notwithstanding anything in this Clause to the contrary, Owners or Charterers shall not be required to do anything which constitutes a violation of the laws and regulations of any State to which either of them is subject.
- (f) Owners or Charterers shall be liable to indemnify the other party against any and all claims, losses, damage, costs and fines whatsoever suffered by the other party resulting from any breach of warranty as aforesaid.
- (g) Charterers shall ensure that this Clause is incorporated into all sub-charters, contracts of carriage and bills of lading issued pursuant to this Charter Party.

32. Taxes

See also Additional Clause 51

The Owners shall be responsible for the taxes stated in Box 31 and the Charterers shall be responsible for GST, as applicable. In the event of a change in local regulation and/or interpretation thereof, resulting in an unavoidable and documented change of the Owners' tax liability after the date of entering into the Charter Party or the date of commencement of employment, whichever is the earlier, hire shall be adjusted accordingly. With holding tax would be in Owner's scope.

33. NA

34. Early Termination

(a) At Charterers' convenience

Charterer shall have a right to terminate the Charter Party in whole or in part, at any time, with prior written notice thereof to the Owner as stated in Box 14. Upon any such termination the Owner irrevocably agrees to waive any and all claims for damages, compensations(except for those provided herein),, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Owner, Charterer shall pay the Owner in accordance with Price Schedule mentioned in the Charter Party for the services performed by the Owner till the date of such termination and the demobilization fee stated in Box 15, as well as hire or other payments due under the Charter Party up to the time of termination.

(b) For cause :

If any of the events listed in subclauses (i)-(vi) ("Termination Event") occur, either party in respect of the events listed in subclauses (i), (ii), (iv) and (v), and the non-defaulting party in respect of the events listed in subclauses(iii) and (vi), may give written notice of its intention to terminate this Charter Party unless the Termination Event is remedied within fourteen (14) days of receipt of the notice by the other party. If the Termination Event has not been so remedied then the notifying party may terminate this Charter Party with immediate effect upon giving written notice of termination latest within three (3) days of expiry of the 14 days' notice.

(i) Requisition

If the government of the state of registry and/or the flag of the Vessel, or any agency thereof, requisitions for hire or title or otherwise takes possession of the Vessel during the Charter Period.

(ii) Confiscation

if any government, individual or group, whether or not purporting to act as a government or on behalf of any government, confiscates, requisitions, expropriates, seizes or otherwise takes possession of the Vessel during the Charter Period (other than by way of arrest for the purpose of obtaining security).

(iii) Bankruptcy

If either party has a petition presented for its winding up or administration or any other action is taken with a view to its winding up (otherwise than for the purpose of solvent reconstruction or amalgamation), or becomes bankrupt or commits an act of bankruptcy, or makes any arrangement or composition for the benefit of creditors, or has a receiver or manager or administrative receiver or administrator or liquidator appointed in respect of any of its assets, or suspends payments, or anything analogous to any of the foregoing under the law of any jurisdiction happens to it, or ceases or threatens to cease to carry on business, without prejudice to the accrued rights of that party.

(iv) Loss of Vessel

If the Vessel is lost or becomes a constructive total loss, or is missing. In the case of termination, Hire shall cease from the date the Vessel was lost or, in the event of a constructive total loss, from the date of the event giving rise to such loss. If the date of loss cannot be ascertained or the Vessel is missing, payment of Hire shall cease

from the date the Vessel was last reported.

(v) Force Majeure

If a force majeure condition as defined in Clause 35 (Force Majeure) prevents or hinders the performance of the Charter for the period exceeding 14 days.

Consequences of Termination:

Upon such termination under sub-clause (v) hereof, the Charterers shall pay the demobilisation fee stated in Box 15, as well as hire or other payments due under the Charter Party up to the time of termination³.

(c) Owners' Event of Default –

Occurrence of any of events as specified below shall be construed as Event of Default. The Charterers shall inform the Owners of the same by issuing a notice of default (hereinafter referred to as "Notice of Default"). If the Owners, upon receipt of such notice, fail to remedy such default with 7 (Seven) days, unless another period is required to remedy such default as in the reasonable opinion of the Owners, then the Charterers shall have the right to terminate this Charter Party forthwith.

Event of Default shall occur if the Owners:

- I. If the Owners have not procured the insurance policies in accordance with Clause 17 (Insurance) on delivery or any such insurance policies lapse during the Charter Period; or
- II. Refuses or fails to supply enough properly skilled manpower or materials or services in accordance with the Charter Party; or
- III. Fail to make prompt payment to sub-contractors for materials, equipment or labour; or
- IV. Are in breach of Applicable Law; or
- V. Suspend or abandon activities in the Work site in breach of this Charter Party; or
- VI. Are unable to perform their obligations under this Charter Party for a period exceeding 30 days caused by breakdown of the Owners' equipment or the Vessel (as described in Sub-clause 13 (a), unless the Owners provide a substitute vessel.

Upon termination of the Charter Party by the Charterers under this Sub-Clause (c), the Owners shall be entitled to payment for Hire and any other payments due up to the date of termination only. The Owners shall compensate the Charterers for all losses, expenses etc. and additional expenses which the Charterers shall sustain, on account of such breach by the Owners. However, the Owners' liability for such losses shall be limited to an amount equivalent to the loss of Charter Hire for a maximum of 50 days only

(d) The Charterers' default. Owners are entitled to terminate the Charter Party in the case of:

- (i) delay in payment of any sums due to the Owners by the Charterers; or
- (ii) in the event of any breach by the Charterers of any term or condition of this Charter Party, the effect of which (or in the case of a series of breaches, the cumulative impact of which) is, or may be, in the reasonable opinion of the OWNERS', material and adverse to the Owners' Group's interests (whether or not such breach would otherwise qualify as a repudiatory breach at common law).

Upon such termination, the Charterers shall pay the demobilisation fee stated in Box 15, as well as hire or other payments due under the Charter Party up to the time of termination. The Charterers shall compensate the Owners for all losses, expenses etc. and additional expenses which the Charterers shall sustain, on account of such breach by the Charterers.

35. Force Majeure

Neither party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent the party invoking force majeure is prevented or hindered from performing any or all of their obligations under this Charter Party, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions:

- (a) acts of God;
- (b) any government requisition, control, intervention, requirement or interference;
- (c) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;
- (d) riots, civil commotion, blockades or embargoes;
- (e) earthquakes, landslides, floods or other extraordinary weather conditions;
- (f) strikes, lockouts or other industrial action, unless limited to the Employees of the party seeking to invoke force majeure;
- (g) fire, accident, explosion except where caused by negligence of the party seeking to invoke force majeure;
- (h) any other similar cause beyond the reasonable control of either party.

The party seeking to invoke force majeure shall notify the other party in writing within five (5) days of the occurrence of any such event/condition.

Notwithstanding anything to the contrary, Force Majeure shall not include occurrences as follows:

- I. Late delivery of materials caused by congestion at supplier's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- II. Late performance by the Owners and/or a sub-contractor caused by unavailability of equipment, supervisors or labor, inefficiencies or similar occurrences.
- III. Mechanical breakdown of any item of Owners or their sub-contractor's equipment, plant, or machinery; or
- IV. Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; unless such conditions may impact on safe navigation under the reasonable opinion of the Master.
- V. Non-conformance by sub-contractors.
- VI. Financial distress of any Party or any Sub-contractor
- VII. Failure to carry out operations in accordance with the instructions of the Charterers on account of any accident, breakdown or non-performance or unsatisfactory performance of the Vessel or any equipment(s) or on account of any reason within the control of the Owners.

Neither Party hereto shall be liable to the other, for the payment of money, for failure to perform any obligations hereunder when performance is hindered or prevented by Force Majeure. The affected Party shall inform the other party immediately in writing (within 24 hours) of its inability to meet its obligations hereunder, specifying the cause of Force Majeure, and shall do all that is reasonably within its power to remove the Force Majeure conditions. The Party invoking Force Majeure shall give full particulars and satisfactory evidence in support of its Force Majeure notification. In addition such Party shall advise the other Party when such Force Majeure ceases (within 24 hours of ceasing of Force Majeure) and shall resume performance of its obligations hereunder as soon as reasonably possible thereafter. No payment will be due to the Owners between the commencement of Force Majeure and commencement of normal operations by the affected party.

In case of occurrence of Force Majeure event, the Charterers shall have the option to extend the Charter Period for the duration of Force Majeure Event on day to day extension basis.

Should any act or acts of Force Majeure cause the suspension or artificial suspension of operations there under for all or part of the Work for a continuous period of more than seven (7) days, the parties shall meet and determine the appropriate measures to be taken. Save for other provisions of this Charter Party in the event that a condition of Force Majeure exists at the Site for a period of at least fifteen (15) consecutive days, the Charterers shall have the right to terminate this Charter Party by giving two (2) days advance notice to the Owners.

36. Confidentiality

All information or data provided or obtained in connection with the performance of this Charter Party is and shall remain confidential and not be disclosed without the prior written consent of the other party, provided however that each party may disclose confidential information to its Affiliates, subcontractors, and its/their respective auditors and Employees to the extent required for the performance of this Charter Party or for legal or compliance purposes. The Parties shall use their best efforts to ensure that such information shall not be disclosed to any third party by any of their Affiliates, sub-contractors, Employees and agents. This Clause shall not apply to any information or data that has already been published or is in the public domain. All information and data provided by a party is and shall remain the property of that party.

37. Dispute Resolution

- 37.1** The Charterer and the Owner undertake that all disputes, differences or questions at any time between the parties as to the construction to this Charter Party Agreement(CPA) or as to any matter or thing arising out of it or in any way connected therewith ("Disputes") shall be resolved between the parties in good faith by having the discussion between the Project Manager / Contract Manager level and if required may be taken up to the Charterer -Head level to resolve the issues / disputes in the interest of the work and at least three attempts shall be made by the both the parties in this direction.
- 37.2** In the event the disputes arising out of / connected with this CPA, which cannot be amicably resolved by Arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 of India (including any statutory modifications or re-enactments thereof) and rules there under excluding any laws, opinions, or regulations that would require application of the laws of any other jurisdiction). The Arbitral Tribunal shall consist of three arbitrators. The Party raising the Dispute shall give a Notice to that effect to the other party and shall nominate the first Arbitrator in such Notice. The other Party shall respond to such Notice within 30 days of receipt thereof and nominate the Second Arbitrator. The two arbitrators so nominated shall appoint the third arbitrator within 30 days of appointment of the Second arbitrator. The Third Arbitrator so appointed shall be the Presiding Arbitrator. The arbitrators to be appointed shall be retired Judges of any of the High Courts or Supreme Court of India. Unless otherwise agreed in writing, the arbitration shall be held at Mumbai, India.
- 37.3** It is also a term of the CPA that the Owner shall not stop providing service under this CPA and the Work shall continue as expected regardless of whether the arbitration proceeding have commenced or not. Notwithstanding any disagreement, dispute, protest, request for or pendency of arbitration or court proceedings relating directly or indirectly to the Work, at all times, Owner shall proceed with the Work in accordance with the determinations, instructions and clarifications of Charterer in accordance with the terms and conditions of this CPA. If the Owner fails to proceed with the Work, he shall be considered to be in default and shall be held liable for direct, indirect and consequential costs and expenses arising from such default. During the period Owner is proceeding with the Work, he shall be paid the undisputed portion of his claims which are due under the CPA.
- 37.4** The right to arbitrate disputes and claims under this CPA shall survive the termination or invalidity of this CPA or any term hereof.

37.5 Any award rendered by the arbitrators shall be final and binding upon the parties. Any judgment upon such award may be entered in any court having jurisdiction or application may be made to such court for a judicial confirmation of such award and judgment or order of enforcement, as the case may be.

(a)* This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the Parties and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.

(b) The Parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter Party. In the case of any dispute in respect of which arbitration has been commenced under Subclause 37(a), 37(c) or 37(d), the following shall apply:

(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.

(ii) The other party shall thereupon within fourteen (14) calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the Parties shall thereafter agree a mediator within a further fourteen(14) calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the Parties may agree or, in the event of disagreement, as may be set by the mediator.

(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the Parties.

(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.

(v) Either Party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

(vi) Unless otherwise agreed or specified in the mediation terms, each Party shall bear its own costs incurred in the mediation and the Parties shall share equally the mediator's costs and expenses.

(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

(Note: The Parties should be aware that the mediation process may not necessarily interrupt time limits.)

; indicate alternative agreed in Box 33.If Box 33 in PART I is not appropriately filled in, subclause (a) of this Clause shall apply. Subclause 37(e) shall apply in all cases except for alternative 37(b).

38. Notices

All notices and other communications provided for in this Charter Party shall be in writing and shall be delivered by email at the addresses in Boxes 2 and 3. A party may notify the other from time to time of changes in the address for notices. E-mails and facsimile transmissions shall be held to have been received at the time of transmission report.

39. Headings

The headings of this Charter Party are for identification only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Charter Party.

40. Severance

If by reason of any enactment or judgment any provision of this Charter Party shall be deemed or held to be illegal, void or unenforceable in whole or in part, all other provisions of this Charter Party shall be unaffected thereby and shall remain in full force and effect.

41. Entire Agreement

This Charter Party, including all Annexes referenced herein and attached hereto, is the entire agreement of the Parties, which supersedes all previous written or oral understandings and which may not be modified except by a written amendment signed by both Parties.

42. Singular/Plural

The singular includes the plural and vice versa as the context admits or requires.

ADDITIONAL CLAUSES TO THE CPA

43. HEALTH, SAFETY & ENVIRONMENT (HSE)

43.1. General

The Owners shall be evaluated on HSE. The Charterers may also conduct pre-hire HSE audit of the Owners to assess their HSE capability. The Owners should have a HSE Policy and HSE management system signed by senior management of the company.

43.2. Documentation required to be submitted.

1. Signed copy of HSE Policy, Drug and Alcohol Policy
2. Signed copy of HSE Manual / Operations Manual
3. Signed Organogram including the HSSE organization (office and office based)
4.
 - Emergency Response Procedure / Manual
 - Incident reporting and investigation
 - Permit To Work/Hot Work and Tool Box Talk,
 - Risk Assessment for marine and catering activities
 - Confined Space Entry
 - Lifting Operations and Management of Lifting gears
 - Training / Induction Procedure
 - Personal Protective Equipment Procedure for marine and catering crew
 - Management of Change
 - Waste Management and Segregation
 - Management Review
 - H2S Management Procedure
 - Minimum HSSE requirements Procedure
 - Management of Pressurized Cylinders
 - Drug & Alcohol Policy
 - Hazardous Material Handling

43.3 Safety

In performing the Services hereunder, the Owners and their officers, directors and employees and any subcontractors and their officers, directors and employees shall comply with the provisions of and/or meet the Health, Safety and Environment best Industry standards and requirements set forth in:

- a) the safety management system (hereinafter referred to as “the Safety Management System”) established by the Owners.
- b) Offshore/Onshore safety, health, training and protective clothing requirements as applicable; and
- c) All applicable laws, rules and regulations of India.
- d) Proper safety kits liveries and uniform for all employees / subcontractors Working at Site.

Prior to commencement of operations, the Owners shall ensure that all Owners' Personnel and the Personnel of its subcontractors are familiar with the provisions of the Owners' Safety Management System.

The Owners are responsible for the supervision, monitoring and compliance of and with the requirements and shall take prompt and appropriate action to correct any unsafe Work practices by its Personnel and those of its subcontractors.

The Charterers shall, at their complete discretion, monitor and audit the Owners and their subcontractors in respect of compliance with the requirements of this Clause. The Owners shall co-operate fully with and rectify any deficiencies in compliance pointed out by the Charterers.

If during performance of the Services under this Charter Party, the Charterers' Representative is of the opinion that the Owners are not conducting the Services in compliance with the Safety Case and/or Safety Management System or are conducting the Services in such a way as to endanger the safety of Owners' Personnel or Charterers' Personnel, Charterers' equipment or any of the Charterers' other contractors' plant, equipment or materials, then Charterers' Representative shall notify the Owners of the breach of safety involved and suspend operations, and the related provisions of the Charter Party shall apply as if the operations had been suspended due to breakdown of equipment.

An incompetent person shall be at risk to carry out critical operation. Hence the Owners' relevant Personnel need to be competent & trained to carry out the assigned job. Training need for the Owners' employee shall be identified & accordingly shall be trained by the Owners'.

Required PPE to be identified & sufficient stock shall be maintained at all times. Also, the Owners' relevant employees shall be trained for uses of PPE.

The Owners shall provide certificates for but not limited to Lifting Equipment like Crane, Slings, D-Shackles, Chain pulley Blocks. Lifting Equipment shall be color coded & numbered.

The Owners shall provide test certificate for, high pressure hoses, & electrical appliances or as specified in the Charter Party.

The Owners are to develop ERP jointly with the Charterers and shall ensure awareness training imparted to all concerned Personnel. Mock drills for critical scenario need to be conducted before Work over operation. Records to be maintained.

The Owners shall ensure Permit to Work (PTW) systems shall be followed. in case an item or activity is not covered by any HSE standard, or if the standard is considered to be inadequate, the Owners shall immediately notify the Charterers of such absence or inadequacy of defined standards. The Owners and the Charterers shall then jointly develop & agree on additional standards to cover the item or activity and reduce the associated risk to as low as reasonably practical(ALARP) before the item or the activity is included or continued in the performance of the Work.

43.4. Environment

The Owners hereby acknowledge the Charterers' commitment to conduct its operations in a manner that not only complies with all relevant environmental protection and pollution control legislation of India but also that, such operations do not cause environmental damage or pollution. In recognition of the aforementioned commitment, the Owners shall perform the Services in an environmentally acceptable and safe manner consistent with GIPIP and shall ensure that its performance of the Services is properly monitored.

If required the Owners shall prepare Aspect & Impact document related to their Job scope and shall submit to the Characters.

The Owners shall comply to MARPOL Convention.

Hazardous Waste shall be sorted out & disposed of as per MARPOL Convention as applicable.

The Owners shall display MSDS for Chemicals, Reaction Matrix for Chemicals and High noise area.

An eyewash station shall be provided at a suitable place.

In particular, the Owners shall: -

- a) employ generally accepted industry standards, including, as required, advanced techniques, practices and methods of operation then available for prevention of environmental damage;
- b) take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, to minimize such damage and the consequential effects thereof on people and property; and
- c) adhere to the guidelines, limitations or restrictions, if any, imposed by the Environmental Clearance referred to in this clause as applicable on the date of this Charter Party and as such Environmental Clearance may be revised, expanded or replaced.

Without limiting the generality of the provisions of this Clause hereof, the Owners shall comply with, and ensure that its employees, agents and subcontractors comply with, all applicable environmental protection and pollution control laws, regulations, rules and ordinances of all relevant state, central and local Government of India.

If during the Owners' performance of the Services, the Charterers are of the reasonable opinion that Owners are either not conducting the Services in compliance with any one or more of the provisions of Clause, all applicable environmental protection laws, rules and regulations imposed by state, central or local governments and all environmental guidelines and procedures furnished by the Charterers to the Owners from time to time, or are conducting the Services in such a way as to endanger the environment or as to risk being in breach of any laws, rules or regulations of any such bodies, then Charterers shall notify Owners of the breach involved and suspend all operations whereupon the provisions of clauses mentioned herewith in the Charter Party apply as if the operations had been suspended due to equipment breakdown.

44. WARRANTIES AND REMEDIES

- i. Owner represents that it is engaged in such specialized operations and represents that it has adequate resources, service capability and personnel in accordance with GIPIP and shall perform the Work strictly in accordance with this Charter Party Agreement and shall comply with and adhere strictly to Charterer's instructions and directives on any matter concerning the Work. Owner agrees to comply with, and shall ensure that its Personnel comply with, all Applicable laws, International /Indian codes, rules,

regulations and specifications applicable to the Equipment and Services. Owner warrants that all items rented to Charterer under this Charter Party Agreement shall meet specifications as set forth in the Charter Party Agreement and shall be in good working condition throughout the Charter Party Agreement period (ordinary wear and tear excepted). All Equipment, materials, machinery and goods procured and supplied by Owner under this Charter Party Agreement, including, without limitation, service-related materials (collectively items) shall be of good quality and workmanship, safe and free from defects in workmanship. Time is of the essence of the Charter Party Agreement and Owner shall perform all Services in conformity with the time schedule, specifications and the obligations contained herein, unless the delay is due to Force Majeure or reasons wholly within Charterer's control. Any failure by Owner to timely deliver the goods / materials work at the point of delivery and / or perform the services in timely manner shall attract the provisions of Clause indicated in Liquidated Damages.

- ii. The Service warranty applies to all services performed by Owner as part of the Work. Owner warrants that it shall perform all such services in a Good and Workman like Manner. Owner may be required at Charterer's sole option (unless stated otherwise elsewhere in the Charter Party Agreement) to supervise the installation, running in or pulling out of the Equipment to enable it to be fully operational within the time specified in the Charter Party Agreement. Owner warrants to Charterer that Owner's Personnel who are skilled, experienced and competent in their respective positions, and who are fit for duty shall perform all Services. Owner undertakes to ensure that its personnel comply with Charterer's regulations regarding health, safety and training which are in force at such time and at such place.
- iii. In the performance of the Services, if the Owner fails to comply with the warranties and undertakings set forth, the Owner shall as directed by the Charterer prior to demobilization, at Owner's cost and without prejudice to any other right or remedy of Charterer under this Charter Party Agreement, re-perform the Services or correct such failure or furnish an alternative acceptable to Charterer in order to comply fully with the requirements of the Charter Party Agreement. Defects shall not be deemed waived by Charterer's failure to notify Owner upon receipt of Services or by payment of invoice.
- iv. Owner shall use all reasonable care to provide, at Owners sole risk and cost, competent, experienced, skilled personnel to perform Work and shall take responsibility for their actions. Owner shall ensure that the necessary personnel are available at the Work Site / Location when required by Charterer for commencement of the Work and shall continuously be available during the term of the Charter Party Agreement. Owner shall be solely responsible throughout the period of this Charter Party Agreement for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, necessary permits / licenses as per rules / laws, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. Charterer shall have no responsibilities or liability whatsoever in this regard. Charterer shall provide boarding and lodging to the Owner's personnel while at the work. In addition while the Vessel is unable to access any port under any reason whatever the Charterer shall be responsible for transfer of Master, Officers and Crew from the Vessel to the port and vice versa, provision of essential services to the Vessel and the master, officers and the crew including without limitation first aid, medical evacuation, delivery of provisions, suppliers, chemicals, spare parts, medicines and others.
- v. Day-rates or compensation of whatsoever nature shall not apply to time when the Owner's Equipment/tool is unable to perform in accordance with the Charter Party Agreement or the vessel unable to perform its duties thus affecting the Charterers operations.

- vi. If Owner shall fail in its obligations under this Charter Party Agreement and does not remedy such default after having received prior written notice thereof, Charterer may on its own initiative but always with prior notification on such intention to the Owner arrange for alternative means of performance of Services. Any direct and reasonable costs or expenses incurred by Charterer on behalf of Owner thereby, shall, be payable by Owner and may be deducted and set off against any monies owed to Owner by Charterer pursuant to the Charter Party Agreement. Should any time be lost during any such alternative arrangements in the performance of the Services, the Equipment and Personnel shall be at zero Rates for the lost time for that particular tool/ service in default and no Rates of whatsoever nature shall be payable for the duration of such default. The above shall be without prejudice to any other rights available to the Charterer under the Charter Party Agreement or as per Applicable Laws. However, the Owners' liability for such losses shall be limited to an amount equivalent to the loss of Charter Hire for a maximum of 50 days only.
- vii. Owner shall take all measures necessary and / or proper to protect personnel, Work Site and facilities as well as observe all safety rules and regulations of Charterer, given to Owner in writing provided such rules do not conflict with those of any Governmental Agency having jurisdiction over operations conducted hereunder. No smoking or open flames shall be permitted on the drilling unit and nearby except in areas marked by Owner and approved in writing by Charterer. Owner shall use all reasonable means to prevent and control fires and blowouts, as well as protect the hole, the reservoir or any other underground formation from loss or damage.
- viii. Owner shall have no authority to make any statements, representations or commitments of any kind or to take any action which shall be binding upon Charterer, except as provided for herein or otherwise authorized in writing by Charterer.
- ix. Owner shall notify Charterer promptly, but no later than twenty-four (24) hours, upon discovery of any instance where Owner has not complied with the requirements of this Clause.
- x. The Charterer reserves the right to purchase / replace specific tools / equipment at any time during the Charter Party Agreement provided that the time and costs for such purchasing and replacement shall be at the account of the Charterer, if beyond the scope of Owner and provision of Owner. However, if such replacement is for the requirement under the scope of Owner, then such time and costs shall be at the account of the Owner.
- xi. The Charterer reserves the right to place its representative on board during the entire charter period. All his victualing would be at no additional cost to Charterer.
- xii. **Certain Restrictions on Indemnities:**
Unless otherwise expressly admitted elsewhere herein the Charter Party Agreement, no indemnity or hold harmless provision of this Charter Party Agreement shall apply in favor of a Party who shall have caused loss or damage through Gross Negligence or Willful Misconduct.

45. **INSPECTION ON THE DELIVERY**

The Charterers at its own expenses shall appoint a Third Party Inspection(TPI) and both the TPI and the Master or Chief Engineer of the Vessel shall determine and agree of in writing, the condition of the Vessel, any equipment specified herein and the quality and quantity of fuel, lubricants and water on board at the time of delivery and redelivery hereunder before the hiring of the Vessel.

The Vessel shall be delivered at one AAAA safe roads at in west coast of India for Acceptance by TPI along with the Charterers' representative within 30 days from the date of issue of Letter of Acceptance (LOA) or by delivery date in accordance with the Charter Party, whichever is earlier.

Copies of the following certificates should be submitted at the time of TPI:

- i. Class Certificate with Class Survey Status Report (Lay-up notation & COC not acceptable).
- ii. Cargo-ship Safety Construction Certificate.
- iii. Cargo-ship Safety Equipment Certificate.
- iv. Cargo-ship Safety Radio Certificate.
- v. International Load Line Certificate.
- vi. International Oil Pollution Prevention Certificate.
- vii. Safety Management Certificate as per ISM Code.
- viii. Registry Certificate (Current)
- ix. International Ship Security Certificate as per ISPS Code.
- x. International Air Pollution Prevention Certificate.
- xi. International Sewage Pollution Prevention Certificate.
- xii. Dead Weight Scale.
- xiii. Certificate of Tonnage.
- xiv. Safe Manning Document.
- xv. Document of Compliance for Dangerous Goods.
- xvi. Certificate of Fitness for Carrying Noxious Liquid Substances.
- xvii. Trading License.
- xviii. Medical Chest.
- xix. Sanitation Exemption Certificate.
- xx. Fuel Oil Flow Meter Calibration Certificate.
- xxi. Ship Station License.
- xxii. Wreck Removal Certificate.
- xxiii. International Energy Efficiency or Ship Energy Efficiency Certificate.
- xxiv. Flag State Inspection, if applicable.
- xxv. MLC Certification.
- xxvi. OVID Certificate.

Certificates related to the vessel as and when renewed/issued/ratified by Statutory Authorities.

Following additional certificates are also required at the time of TPI:

- i. Main engine certificate indicating built date.
- ii. Cargo pump certificate issued by OEM or class.
- iii. Certified accommodation plan.
- iv. Deck cargo.
- v. Deck loading.
- vi. Capacity plan.
- vii. DP capability plot & FMEA Analysis.(documented as per IMCA Guidelines)
- viii. Hose test certificate.
- ix. Main engine and aux engine running hours along with OEM o-hauling report. In absence of o-hauling done by OEM, class to issue letter stating o-hauling has been credited by class.
- x. Survey status report.
- xi. Rescue basket load test report.
- xii. Boat and davit – type approval and product certificate.
- xiii. Davit letter from class / subsidiary of class or OEM stating davit are meeting UKOOA guidelines for lowering and hoisting speed.
- xiv. Spark arrestor.

- xv. EEBD certificate for 18 numbers.
- xvi. SVDR and data logger certificate by OEM mentioning that it is meeting ONGC requirement.
- xvii. Flowmeter printer output receipt.
- xviii. Wire rope certificates.

46. POLLUTION

48.1 Pollution Control Responsibility

The Owners shall accept full responsibility for compliance with all applicable laws and Government Orders, Rules and Regulations as amended/in force from time to time relating to pollution. The Owners shall comply with the followings:

- (a) Solid waste, such as tins, bottles, edible garbage, empty paint buckets or any form of trash as classified under 'non-hazardous' category must be disposed of to appropriate locations to his own container/Vessel in appropriate manner/ or in accordance with applicable statutory laws/ Company policy submitted to the Owners.
- (b) All waste oil, greases, waste paint or any chemicals as classified within 'hazardous' category shall be disposed by contractor in appropriate manner/ or in accordance with applicable statutory laws/ Company policy submitted to the Owners.
- (c) The Owners shall clean up and remove any pollution resulting from its non-compliance with the provisions of this section, at his cost and expense, and if the Owners fail to do so, Company may clean up and remove the pollution in which case the Owners shall reimburse Company the cost of such clean up and removal upon receipt of bill thereof.

48.2 Safety, Compliance with the Charterers Policies and Special Conditions.

The Owners shall ensure all Owners' Personnel comply with the spirit & intent of the Charterers' environment, health & safety and contracting policies and other policies & instruction that may be issued by the Charterers from time to time and submitted to the Owners. The Owners must ensure following term & condition but not limited to-

- (a) The Owners shall comply with permit system, safety & security rules and regulations and other rules, laid down by Company at Work Site submitted to the Owners. It shall be the duty/ responsibility of the Owners to ensure the compliance of fire, safety, security and other operational rules and regulations by his workers/ supervisors etc.
- (b) Before deploying the said personnel, the Owners will furnish complete biodata including qualification experience etc., along with the proficiency certificate/trade certificate for supervisors/skilled workers to the authority deputed for aforesaid job.
- i. The Owners must ensure that all the Personnel involved in the work should have mandatory training as applicable (like First aid, Safety and firefighting and Survival at Sea etc.) for their employees working at offshore services/ platform before their mobilization.
- ii. The Owners' Personnel shall wear the above protective equipment when working on and around the Platform and loading base.

- 48.3 The Owners shall ensure that all the safety procedures/policies/standards of Company and contractor are implemented and followed by the Owners' Personnel. The Owners shall provide the following protective equipment to its Personnel but not limited to:

- I. Life Jackets
- II. Safety Helmet
- III. Safety Shoes
- IV. Coverall
- V. Wet weather clothing
- VI. Protective gloves
- VII. Hearing Protection
- VIII. Eye Protection
- IX. Skin Cleanser and Barrier cream
- X. SOLAS/IMO rules & regulations to be followed.

- 48.4 The Owners and Master are responsible for the safety of their crews and Vessels at all times. The Master has the authority to decide whether any operation affecting the Vessel should proceed or terminates and should question any instructions from installation or quayside personnel, which may create a hazard to the crew or vessel.
- 48.5 In general, the Vessel is prohibited from entering the 500 metres zone around the installation area, other than Material and Personnel Movement. Support vessels are allowed to enter but should only do so after consultation with the Offshore Installation Manager, to ensure that they do not endanger any other operations being carried out. OIMs should demand the modification or termination of any support vessel activity, which they regard as hazardous.
- 48.6 It is the responsibility of all persons on the Vessel working in the offshore industry not to do anything likely to endanger the safety, health or welfare of themselves or other persons on or near the vessel or to render unsafe any equipment used on or near the vessel; to co-operate with the employer and any other persons on whom a duty or requirement is imposed so far as is necessary to enable that duty or requirement to be performed or complied with; to report immediately to the appropriate responsible person any defect in any equipment, which appears likely to endanger the safety, health or welfare of persons on or near the vessel or the safety of the vessel and any equipment used with it.
- 48.7 Owner shall ensure safe sea transportation of materials/Cargo loaded by Charterers. Owner shall be responsible for any damage/loss of materials/Cargo during sea transportation which is due to the result of wilful negligence by Ships crew.

49 EXPORT CONTROLS

Company confirms that the Services to be provided under this Charter Party (Collectively 'Items') shall only be for use by it in India for the purpose of production of hydrocarbons. However, if for any reason whatsoever the end use or end user of these Items is required to be changed or if these items are to be taken for use in countries outside India to do any work associated with this Charter Party, then Company would request the Owners to obtain consent from the concerned authority in the Owners' Country. The Owners would endeavor without guarantee to get such consent at its sole risk and costs.

50 CHANGE IN LAW

In the event of any change or amendment of any Act or law, Rules or Regulations of Government of India or Public Body, which becomes effective after the effective date of this Charter Party and which results in increased / decrease cost of the works under the Charter Party though increased / decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Owners shall be indemnified for any such increased cost by the Charterers subject to the production of documentation proof provided the rates and all applicable taxes along with the tax rate, were clearly indicated at the time of Bid submission by the Owners.

The Charterers shall not bear any liability in respect of (i) personnel taxes on the employees of the Owners and the employees of all their Sub-contractors etc. (ii) corporate taxes in respect of the Owners and their Sub-contractors." (iii) Any taxes for which the Owners or any or all of their Sub-contractors are directly assessable i.e., corporate taxes and Fringe benefit tax in respect of the Owners and all of their sub-contractors, agents etc.

51 TAXES AND DUTIES

51.1. Taxes

All rates and prices shall be inclusive of withholding tax, custom duties and all other taxes except GST. Except as stated, the Owners shall bear all income tax, corporate tax, property tax, work contract taxes and all other related taxes duly levied or imposed on the Owners at the place of their jurisdiction on account of the payments received by the Owners from the Charterers for the Services.

Goods and Service tax (GST), if applicable, shall be charged over and above the quoted prices and shall be paid by the Charterers along with the invoice on submission of proof. The Parties shall agree in writing on the amount of any withholding tax and the Charterers shall withhold from the payments to the Owners such amounts as determined by the prevailing taxation laws in respect of Owners' Services. The Charterers shall deposit these tax withholdings at source with the Indian revenue authorities and provide the Owners all appropriate tax receipts and forms evidencing the deposit of these tax withholdings.

51.2. Personnel Taxes

All employment taxes and contributions imposed by any law, regulations or by trade unions with respect to or measured by the compensation, wages, salaries or other compensation paid to employees of the Owners, including without limitation, taxes and contribution or unemployment compensation insurance, medical and health insurance, welfare funds, pensions and annuities and disability insurance shall be paid by the Owners. In the event that the Owners fail to do so and the Charterers are liable to any interest or any penalty arising out of such personnel taxes, the Charterers shall have the right to recover all such amounts from the Owners.

52 NON-EXCLUSIVE CHARTER PARTY

This Charter Party is nonexclusive, and Charterer reserves the right to engage other Owners to perform similar or identical work. Owner shall afford such other Owners' adequate opportunity to carry out their agreements and shall accomplish the work in cooperation with those Owners and with Charterer.

53 Special Conditions of the Charter Party:

- 53.2 The Owners undertake at the date of delivery under this Charter Party and throughout the period of this Charter Party that the Vessel shall be equipped with all safety appliances required by all applicable laws, regulations and rules, and as specified by Charterers and further detailed in Section "4" and Section "5" below.
- 53.3 The Owners undertake that the Vessel shall have on board all original certificates, documents and equipment required from time to time by any applicable law at Charterer's disposal to enable her to perform the Charter Party without delay.
- 53.4 Class Surveys and Dry Docking - Owners warrant that during the first year of Charter Party Agreement of Hire, the Vessel will not be removed from service for the purpose of undertaking class/routine dry-docking.
- 53.5 Owner shall be responsible for obtaining and maintaining all clearances and permissions including but not limited to DG Shipping including INSA and SPL, MOD (Ministry of Defence), Customs, MOHA (Ministry of Home Affairs), NSC (Naval Security clearance), DG Shipping etc., prior to on-hire. Such clearances shall be arranged by Owner prior to on-hire at no extra cost & time to Charterer and maintained through the charter hire duration

- 53.6 Owner shall pay directly to Indian Customs for the cess and duty applicable on the vessel and fuel during clearance at port of Clearance in India. Charterer will provide reasonable assistance for Essentiality Certificate/ Concessional GST if applicable.
- 53.7 Owner shall be responsible to providing all necessary documents such as invoice with detailed inventory list, packing list, B/L (of Vessel) etc. as required for obtaining Essentiality Certificate (EC) for custom clearance in India. Owner shall carry out the valuation survey from agencies approved by Indian Customs. Valuation of Vessel should be either equal to or more than value of H&M insurance of Vessel. Each Party shall submit the draft documents to another Party for review.
- 53.8 In import invoice of consumables, Owner is required to estimate the quantity of fuel, paint, lube oil, Hydraulic oil, grease, thinner etc. during arrival at Indian port. In import invoice, fuel quantity is required to be estimated accurately as Charterer is required to pay substantial duty. However, Owner shall give exact arrival quantity of fuel 3 days prior to arrival of vessel to file B/E.
- 53.9 Import invoice of Vessel should have details of all equipment, accessories, spares etc. (complete inventory) available on Vessel. During importation into India and re-export from India, master of Vessel should be able to explain the details of the above to Customs officers of Indian Customs.
- 53.10 Owner shall be responsible to bear and pay full customs duty, other statutory charges and agency charges for (Directly to agent appointed by owner) vessel Spares to be imported during charter hire period as EC will not be obtained for these spares' items.
- 53.11 Vessels shall be considered as on-hire only on the date Vessels are delivered at delivery place as per CHARTER PARTY., subject to the condition that Owner obtains all necessary clearances including but not limited to closeout and acceptance, by MWS/TPI, MOD , NSC, MOHA , SPL , INSA & Customs. etc.
- 53.12 Owners shall supply and keep on board sufficient mooring ropes for supporting the intended operations for the duration of the contract. The ropes should have been tested and certified. A copy of the test certificate shall be submitted to the Company and the certificate to be renewed periodically as per rules.
- 53.13 Owner Shall submit MOHA documents of all crew including stand by crew at least 05 weeks in advance. Age of crew should not be more than 65. For the crew having age between 60 and 65, medical fitness certificate from qualified doctor is required to be submitted.
- 53.14 In the case of any delay in customs clearance leading to standby of Vessel due to discrepancies / errors in the above documents attributable to Owners or any reason attributable to previous charterers, the same shall be treated as suspension of hire and no payments shall be made for such standby duration.
- 53.15 At all times the Charterers shall provide and pay for the loading and unloading of cargoes so far as not done by the Vessel's crew and all necessary dunnage. Owners crew shall be responsible for lashing, sea fastening of cargo loaded by Charterer. Owners shall include purchasing and maintaining sufficient quantity of Sea Fastening material on board the vessel
- 53.16 The Charterers shall pay the Owners, or the Owners shall credit the Charterers, for the difference in the quantity of fuel on board between the delivery and redelivery of the Vessel. The price shall be the substantiated price paid for the Vessel's last loading of fuel.

54 Materials, Supplies, Equipment, Services and Personnel

54.1 Additional Services, Materials, Supplies and Equipment

If it is not a part of Charter Party, Charterer will pay based on agreed cost or actual cost plus 5% handling / service charges if required. Proof of item prices shall be submitted in original by the Owner to the Charterer.

54.2 The pay will only affect the quantities of item(s) / Service(s) as certified by the Charterer's representative.

55 PERFORMANCE OF THE WORK/SERVICES

55.1 Conduct of Services

The Services shall be performed by Owner in accordance with Best international petroleum/Marine industry practices.

All correspondence from either party to the other party shall be addressed to its Charter Party Agreement Administrator, unless provided otherwise in the Charter Party Agreement.

55.2 Discipline

1. Owner shall maintain at all times strict discipline and good order among its employees and sub-Contractors and shall abide by and conform to all reasonable rules and regulations promulgated by Charterer governing the scope of work as per Part-III.
2. Owner shall ensure that its employees and sub-Owners are qualified, experienced & trained and shall, comply with all Conditions set forth in scope of Service. Owner agrees to all provisions set forth in this tender and further agrees that failure to comply with the requirements of scope of Service shall constitute grounds for termination of this Charter Party Agreement.
3. Charterer has the right to ask Owner to change / replace its personnel for misbehaving / indiscipline during Charter Party Agreement period. Owner shall conduct internal investigation and if misbehaving/indiscipline is proven will replace person, within 7 working days without affecting the work progress or if the replacement cannot be completed within 7 working days – within another period in the reasonable opinion of the Owner, but as soon as it is practically possible

55.3 Legal Requirements

Owner shall apply for and obtain all necessary certifications, permits, licenses and authorizations for the Vessel personnel, equipment and technology required in India, including any authorizations or licenses from any governmental body for use of Owner's Personnel or technology in the Services or the export of such technology to India.

All personnel working in vessel should comply with latest DG Shipping Guidelines and Maritime Labor Convention, 2006 and Law of the Land.

Provident Fund Act:

No dues of Payment of PF Contribution from the Employer & Employees in respect of Owner working for Onshore Block under Charter Party Agreement along with monthly Returns and remittance particulars of Challans and Statement of workmen.

ESI Act:

No dues of Payment of ESI Contribution from the Employer & Employees in respect of Owner working for Onshore Block under Charter Party Agreement along with their Half-yearly Returns and remittance particulars of Challans and Statement of workmen.

As per the Labor enactments:

Regular compliance to Minimum Wage Act, No Dues to the Employees who have resigned or whose services are terminated, engaged by the Owners regarding payment of Wages, service compensation, Bonus, Gratuity, Un-availed Leave salary, Notice pay & etc.

Labor Welfare Cess:

All prices are inclusive of all taxes including Labour welfare cess. The goods and service tax shall be extra at actual. Owner has to provide the proof of deposit of Labour welfare cess to Company duly signed by CA of the firm.

The Owner shall indemnify the Charterer in case of his failure in meeting the statutory requirements as mentioned above. Submission of the above documents shall not relieve the Owner of any liability to comply with the Applicable Laws.

a) Not Applicable.

57. APPLICABLE LAW

All questions, disputes or differences arising under, out of or in connection with this Charter Party and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India (both procedural and substantive) and parties hereby agree to submit to the jurisdiction of the Courts in Mumbai / Mumbai, India.

58. INSURANCE

A. Insurances to be Maintained by the Owner/Contractor

The Owner/Contractor shall, at its own cost and expense, procure and maintain appropriate comprehensive insurance to cover all risks assumed by the Owner/Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, any other belongings and personnel during the entire period of this Contract including extensions thereof. The insurance covers shall at the least include following insurances which must be maintained throughout the duration of the Charter Period and any extension thereof, with insurers registered and licensed in India or internationally recognised insurers/reinsurers with a valid presence or representative in India:

58.1 Hull and Machinery (H&M) Insurance

- i. The Owner/Contractor shall maintain Hull & Machinery insurance for the full sound market value of the Vessel, including engines, equipment, and associated machinery.
- ii. The insurance shall be on Institute Time Clauses – Hulls (ITC-Hulls) or equivalent, covering all marine perils, including collision liability (excess of P&I), salvage charges, fire, grounding, and total loss.
- iii. Deductibles shall be reasonable and in accordance with Indian industry standards for vessels of similar type and age.

58.2 Protection and Indemnity (P&I) Insurance

- i. The Vessel shall be entered with a P&I Club that is a member of the International Group of P&I Clubs.
- ii. Coverage shall include:
 - Crew liabilities (including repatriation and personal accident),
 - Third-party liabilities,
 - Collision liabilities,
 - Pollution,
 - Wreck removal,
 - Fines and penalties (where insurable),
 - Legal expenses and contractual liabilities.
 - Including Specialist Operations cover as specified in clause 58.4 below
- iii. Minimum coverage limit: Not less than USD 30 million per incident.

58.3 War Risks Insurance

- i. Covering war, strikes, terrorism, civil commotion, and similar risks as per Institute War and Strikes Clauses.
- ii. Shall include both H&M and P&I war risks.
- iii. Coverage must be maintained at all times, especially if operating in areas designated as war risk zones by Indian authorities or the insurance market.

58.4 Marine Liability Insurance for Offshore Specialist Operations

- i. Owner/Contractor shall maintain additional marine liability insurance covering:
- ii. Personal injury or death to third parties (non-crew),
- iii. Damage to subsea installations, offshore infrastructure or any third-party property,
- iv. Pollution liabilities under Indian laws (e.g. Environment Protection Act, Merchant Shipping Act),
- v. Removal of wreck and debris,
- vi. Contractual liabilities assumed under this Charter.

- vii. Minimum coverage: USD 20 million per event.

58.5 Workmen's Compensation and Employer's Liability Insurance for Employees

- i. Covering non-employees for statutory benefits as set out and required by local law in the area of operation or area in which the Owner/Contractor may become legally obliged to pay benefits.

58.6 Cargo Insurance

- i. Loss of Cargo of the Owner/Contractor or subcontractors or third party to the extent of US 5 Million per occurrence. The policy coverage must include the loss of cargo caused by any reason including but not limited to negligence of the owner, its crew, master, officers or employees or workers of the contractors or subcontractors of the Charterers or deficiency of vessel, breakdown or failure of the vessel or its equipment, force majeure or any other reason attributable to owners or Charterers or their contractors or subcontractors.

B. Additional Insureds

The Charterer, its parent company, affiliates, directors, officers, and employees shall be included as Additional Insureds under all insurance policies maintained by the Owner to the extent of liabilities assumed by the Owner/Contractor under this Agreement.

C. Co-insurance and Waiver of Subrogation

- i. The Charterers shall upon request be named as co-insured. The Owner/Contractor shall cause insurers to waive subrogation rights against the Charterers' Group.
- ii. A waiver of subrogation shall be provided in favour of the Charterer, its affiliates, officers, and personnel, to the extent liabilities are contractually assumed.
- iii. All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording: "The insurers hereby waive their rights of subrogation against Sun Petrochemicals Limited or any of their employees or their affiliates and assignees."

D. Compliance with Indian Laws and Regulatory Requirements

- i. All insurances shall be arranged in accordance with the laws of India, including the Marine Insurance Act, 1963, and any directives issued by the Insurance Regulatory and Development Authority of India (IRDAI).
- ii. Where required by Indian law or government policy, the insurances shall be procured through Indian-registered insurers, with appropriate reinsurance support from international underwriters.
- iii. The Insurance policies taken by Owner/Contractor shall also provide coverage for War Risks, Oil Pollution and Wreck Removal. The insurance shall be in compliance with all requirements of DG Shipping.

E. Evidence of Insurance

- i. The Owner/Contractor shall provide to the Charterer, prior to the Vessel's mobilisation, valid Certificates of Insurance and endorsements evidencing compliance with this Clause, including (Insurer names, Policy numbers, Effective dates, Coverage details, Additional insured and waiver of subrogation confirmations).
- ii. No alteration or cancellation of any insurance shall be made without 30 (thirty) days' prior written notice to the other Party.

F. Deductible:

- i. The Owner/Contractor shall take policy with minimum deductible. Portion of any loss not covered by the insurance provided for in this article solely by reason of a deductible provision in such insurance policies that shall be the account of the Owner/Contractor.

- ii. The Owner/Contractor shall require all of its sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- iii. All insurance taken out by Owner/Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

G. Failure to Maintain Insurance

- i. The responsibility to always maintain adequate insurance coverage during the period of the Contract shall be that of the Owner/Contractor alone and SunPetro will have no liability on this account. The Owner/Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.
- ii. All costs on account of insurance liabilities covered under the Contract will be to the Owner's/Contractor's account.
- iii. If the Owner/Contractor fails to maintain any of the required insurance policies, the Charterer may, but is not obliged to, procure such insurance and recover the cost as a debt due and payable. Further, a penal interest @0.50% of the total Contract value shall be charged towards not fulfilling the contractual obligations
- iv. Such failure shall also be deemed a material breach of this Agreement.

H. No Limitation of Liability

The obligations of the Owner/Contractor to maintain insurance shall not limit their liability under this Charter Party unless expressly agreed elsewhere in this Agreement or permitted by Indian law.

59. OWNER'S OBLIGATIONS AND WARRANTIES

- i. Not Applicable.
- ii. Owner represents that it is engaged in such specialized operations and represents that it has adequate resources and personnel in accordance with Good international Petroleum Industry/Marine Practices and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Charterer's instructions and directives on any matter concerning the Work. Owner warrants that it is aware of the entire Well Locations environment, zoning and other regulations legal description prescribed in this Contract.
- iii. At all times Owner shall respond promptly and shall accurately furnish to Charterer information about the Work as requested.
- iv. NA
- v. Owner shall advise Charterer immediately in writing of any labour dispute or anticipated labor dispute, which may be expected to affect the performance of the Work.
- vi. Owner shall use all reasonable care to ensure that the vessel and equipment is delivered and maintained in a fit condition for the intended Work and shall at its cost and expense man, operate, replace, supply, repair and maintain the vessel and equipment.
- vii. **Permits and Instructions**
Owner shall obtain all requisite permits and approvals under Applicable Law for the performance of the Scope of Work / supplies. In the event of Owner receiving instructions from Charterer to stop Work/supplies operations, Owner shall comply with the same with immediate effect.

60. PERFORMANCE BANK GUARANTEE

Within Fifteen (15) days from the date of this Contract/CPA, the Owner shall submit to the Charterer a Performance Bond / Bank Guarantee (As per format in accordance to **ANNEXURE-C**) equivalent to 10% of Annual Contract Value in the form of an irrevocable, unconditional, payable on first demand by Charterer, divisible bank bond in the format of **ANNEXURE-C** issued by an approved bank. Failure to comply with this condition will constitute grounds for termination of the award / Charter Party Agreement.

Charterer shall not be liable to pay any Bank Charges, Commissions, or Interest on the amount of Performance Bank Guarantee/Performance Guarantee. The performance bond provided by the Owner is intended to operate as security for amounts (including damages where applicable) which become payable by the Owner by virtue of this Charter Party Agreement and are not intended to be used as a penalty. Without prejudice to its other rights under the Charter Party Agreement or at law, Charterer shall be entitled to forfeit the performance bond, should the Owner fail to perform the Services in accordance with the provisions of the Charter Party Agreement or fail to comply with the provisions of this Charter Party Agreement. The Performance Bank Guarantee shall remain at the entire disposal of Charterer as Security for the satisfactory commencement, performance and completion of the Scope of Work under the conditions of the Charter Party Agreement / Charter Party Agreement including recovery of amounts due to the Charterer from the Owner arising out of this Charter Party Agreement under whatever head.

Charterer reserves the right to invoke the performance bank guarantee/Performance Guarantee for any of the following reasons including but without limitation to:

- Failure of Owner to start/commence the work as per LOA/LOI/Charter Party Agreement
- If Owner fails to perform as per the terms and conditions of the Charter Party Agreement .
- If the Owner fails to perform as per prescribed scope of work.
- If tools, machines, parts for the providing services are not fit for the performance of work.
- For breach of Charter Party Agreement .

Company will accept the bank guarantee from all public sector banks in India or any of the banks listed in the **ANNEXURE-D**.

SECTION – 4

SCOPE OF WORK

1.0 Introduction:

Sun Petrochemicals Pvt Ltd., (SunPetro) is an Oil & Gas company producing Oil & gas from its various Oil & gas fields located in the state of Gujarat.

SunPetro is presently operating following fields with 100 % Participating Interest:

- Bhaskar-I
- Hazira
- Baola
- Modhera

SunPetro is producing cumulatively about 8000 BOEPD from its fields.

In addition, SunPetro has been awarded 6 blocks/fields in offshore Gulf of Khambhat & Gulf of Kutch.

- Gulf of Khambhat Block/Fields:

- Bhaskar-II
- Prabhakar-I
- Prabhakar-II
- Prabhakar-III

- Gulf of Kutch Block/Fields:

- Bhaskar-III
- Prabhakar-IV

The total acreage of the block/fields is about 4500 Sq Km.



Fig-1, Overview of SunPetro fields

Bhaskar-I field is spread across an area of 72 sq.km near Khambhat, Anand district, Gujarat. The field is having presently around 21 producing wells and Central processing facility (CPF) and Water Injection plant. The well fluids from the wells are routed to CPF through collector pipeline (6") for processing at CPF. The processed crude oil is stored in crude oil storage tanks and is pumped through 10" Export pipeline to IOCL Bareja Terminal. In addition, a Water injection plant is also installed in the field for pressure maintenance of the field.

2.0 Objective:-

2 Nos AHTS, DP-2, FIFI-1, Minimum 80 Ton each for supporting drilling operations.

- i. Duration of marine spread shall be 3 years with an option of extension upto 2 years for round the year operation.
- ii. Tentative date of Commencement shall be 15th December 2025.
- iii. Intimation for mobilization would be given 1 month prior to Actual Date of commencement.

Broad Scope of Work

- a. To carry out Safety STDBY, & as Operation Support duties.
- b. To support Bulk Transfer, Cargo Transfer, Personnel transfer and food supply.
- c. To support Rig Move/Towing/Anchor Handling operations in Offshore.
- d. To carry out routine surveillance Offshore for safety and security reasons as applicable.
- e. All other operations as required by SUN PETRO not limited to the SOW but always within vessel's safe capacities and capabilities or as instructed by base/field In charge for Sun Petro's own operations including its partners, collaborators etc.
- f. The vessel should be available for offshore work round the clock, 24 hrs a day during the term of the contract period.
- g. Pollution, Firefighting, Search and Rescue(SAR) or any emergency duties.

Minimum specification to be complied by Bidder:

Sl	Type of Vessel	AHTS
1	Age of the vessel	Vessels built after 1st January 2006 shall be acceptable
2	Dynamic Propulsion	DP II
3	Main Engine BHP	Minimum 6500 BHP
4	Propulsion	Z Peller/ Voith/ Azimuth /CPP (Kort Nozzle) or equivalent
5	Length Overall	Not more than 70 meters
6	Clear Deck Area	Minimum 350 Sq. meters
7	Bollard Pull: Class approved Bollard Pull Test Certificate (not older than 06 months)	Continuous bollard Pull of Minimum 80 Tones at 100% MCR.
8	Draft	Maximum 6.5 meters
9	Bow Thruster	Two Essential
10	Stern Thruster	Minimum One (Not required in case of Azimuth/Voith/Z Propulsion)
11	External Firefighting	FiFi1

B.1.2 Format to be filled by Bidder:

Sr. No.	Specifications	Charterer's Specification	Owners Specifications
1.	General Information		
2.	Name of the Vessel		
3.	Offered for hire or sale		
4.	Flag		
5.	Official Number		
6.	Builder		
7.	Type of Vessel		
8.	Name of the Owner		
9.	Date of next schedule Dry – docking		
10.	Classification	Vessel to be classed by IRS or with any member of IACS	
11.	CHARACTERISTICS:		
12.	Year of Build - (Only original date of built will be accepted)	Vessels built after 1 st January 2006 shall be acceptable.	
13.	Length	Not more than 70 meters- Essential	
14.	Beam	Bidder to Specify	
15.	Summer Draft	Maximum 6.5 mtrs	
16.	Free board from Summer Load Line	Bidder to specify	
17.	Minimum Clear Deck Space	350 m2	
18.	Dead Weight	Minimum 1400 MT	
19.	MACHINERY		
20.	Main Engines Nos.	Two	
21.	Main Propulsion	Z Peller/ Voith/ Azimuth /CPP (Kort Nozzle) or equivalent	
22.	Total Main Engines BHP	Bidder to specify.	
23.	Bow Thruster BHP	Two Essential	

24.	BOLLARD PULL – Class Approved Bollard Pull Test Certificate (not older than 06 months) will have to be submitted at the time of acceptance The Bollard Pull capacity should remain valid for the entire period of the Contract.	Minimum 80 MT continuous e)	
25.	Dynamic Positioning System	DP II	
26.	Reference System for Dynamic Positioning	Minimum 3 independent position reference systems working on different principles (2 independent DGPS systems are considered as 1 Reference system)	
27.	GENERATOR		
28.	Generator	At least three independent Power Source including emergency generator	
29.	Emergency Generators/ Deck Generator	Air-cooled preferred or should have independent cooling sys.	
30.	Steering Stations	Two (Fwd & Aft)	
31.	Controls/Joystick control	Integrated Joystick control	
32.	CAPACITIES		
33.	Drill Water/Ballast Water - Minimum independent Drill Water capacity (Bidder to indicate independent Drill water and Ballast water capacity separately.)	350 Tonnes	
34.	Potable Water	Minimum 300 Tonnes	
35.	Fuel (For HSD)	± 400 KL	
36.	Water Maker - Capable of making 10 Ton per day of water	Essential	
37.	Minimum Deck Cargo Capacity	500 MT	
38.	Base Oil	Minimum 200 m3	
39.	Liquid Mud	Minimum 200 m3, Mud Tanks should have agitators along with Tank washing capability	
40.	Brine Tank	Minimum 200 m3	
41.	Dry Bulk	Minimum 100 m3, Tanks installed on deck are not acceptable.	

42.	Incinerator for waste disposal	Essential	
43.	Deep Freezer	Minimum 5000 Liters for Charterer use only	
44.	MOORING/ TOWING/ANCHORING AND EQUIPMENTS		
45.	Winch Aft	Double drum approx. \pm 150 Tonnes line pull or suitable to meet BP requirement	
46.	Tuggers	Essential 2 x 10 Tonnes. Tugger to be placed on Main Deck.	
47.	Aft. Capstans	Two live Capstans one on each side	
48.	Anchor Windless with Capstans	Essential	
49.	Anchors / with Chain	Two with sufficient Chain to anchor in up to 70 Mts. of water	
50.	Anchor Points	Two	
51.	TOWING MATERIAL		
52.	Tow Pins	Essential	
53.	Stern Roller	Essential	
54.	Shark Jaws	Essential	
55.	Towing Wire	One 2 1/2 inch Dia. 3000 Ft. long OR As suitable for the rated Bollard Pull of vessel.	
56.	Spare Towing Wire	Essential One 2 1/2 inch Dia. 3000 Ft. long OR As suitable for the rated Bollard Pull of vessel.	
57.	Work Wire	Essential One 2 inch wire. 1000 Ft. OR As suitable for the rated Bollard Pull of vessel	
58.	Spare Work Wire	Required	
59.	Pelican Hook	Two	
60.	Stretchers	Two	
61.	PERFORMANCE		
62.	Maximum Speed	Minimum 12 Knots	
63.	Cruising Speed	Minimum 10 Knots	
64.	Economical Speed	Minimum 08 Knots	
65.	Min Transfer rates		
66.	Pot Water – Pumping Capacity	Minimum 100 m3/hr @ 75 Mtr head	

67.	Fuel– Pumping Capacity	Minimum 100 m3/hr @ 75 Mtr head	
68.	Drill/Ballast water	Minimum 100m3/hr @ 75 Mtr head	
69.	Liquid Mud Capacity	Minimum 50 m3/hr @ 75 Mtr head	
70.	Brine	Can be shared with Mud Tanks	
71.	Base Oil	Minimum 75 m3/hr @ 75 Mtr head	
72.	Dry Bulk Capacity	Minimum 100m3/hr with compressors	
73.	Fuel Consumption {FC}	In Contractors Scope of Supply	
74.	FC - Maximum Speed	Bidder to specify	
75.	FC - Cruising speed	Bidder to specify	
76.	FC - Economical Speed	Bidder to specify	
77.	Vessel to have a Dedicated fuel consumption monitoring and recording system	Essential	
78.	Discharge meter (Digital) for fuel and water. Vessel to have a dedicated flow meter	Meter to be certified by legal metrology	
79.	ACCOMMODATION		
80.	Certified Carrying Capacity	Bidder to specify	
81.	Passenger	10 Pax for Charterer Use	
82.	Galley Equipment	All Electric	
83.	Walk-in Cooler	Please specify	
84.	Walk-in Freezer	Please specify	
85.	Air Conditioner	Central	
86.	SAFETY & FIRE FIGHTING (TO CONFIRM THAT IT IS AS PER SOLAS AND/OR FLAG REQUIREMENTS)		
87.	Life Saving Appliances (LSA) / Fire Fighting Appliances (FFA)	As Per latest SOLAS and DG Shipping India Guidelines	
88.	Rescue Boat	15 Persons	
89.	Davit/Semi Rigid Rescue Cum Work Boat for launching Zodiac	Hydraulic / Electric / Pneumatic and Manual Essential Twin Operating System Essential	

90.	Search and Rescue (SAR)	Comply with latest requirement of SOLAS and DG Shipping India Guidelines	
91.	ADDITIONAL REQUIREMENT		
92.	Rescue Zone	Vessel to have dedicated rescue zone as per and DG Shipping India Guidelines	
93.	UV steriliser in the supply line	Preferred	
94.	UV water purifier for drinking /cooking/ in mess room and Galley	Essential	
95.	COMMUNICATION	As per GMDSS requirements - Telephone, Fax, Data (To operate in Indian Waters)	
96.	Communication Facility	Essential	
97.	NAVIGATION EQUIPMENT	AS per SOLAS and DG Shipping India Guidelines	
98.	Vessel to be equipped with Marine UHF radio	Essential	
99.	Direction Finding equipment which includes the International Aeronautical Emergency Frequency of 121.5MHz to assist with search & rescue operations in connection with helicopter operations	Essential	
100.	EXTERNAL FIRE FIGHTING CAPACITY.	FiFi 1.	
101.	POLLUTION CONTROL	Dispersant spraying Booms on port and starboard side with 250 gallons capacity tank with regulating valve for variable dilution	
102.	MATERIAL (Minimum Requirements)		
103.	Hoses with coupling. Hoses fitted with breakaway couplings (KLA/TODO type fittings preferred).	Three numbers each, for bulk materials, i.e. water, fuel, cement, barite, oil base mud with camlock coupling with appropriate reducers.	
104.	All lashing material Turn buckles, shackles, clamps, chains	Sufficient quantity to lash all cargoes- Essential	
105.	Garbage Baskets suitable for offshore transportation.	Two	
106.			

107.	MANNING OF VESSEL	As per IMO	
108.	The details of all new joining Masters, Chief Engineer, Chief Officer must be submitted 15 days in advance and approved prior to joining the vessel. Master shall have at least Twelve months experience on an Similar vessel and shall be fully familiar with ship handling in vicinity of offshore platforms, rigs and SPM Buoys. He shall not be kept on board the Vessel for a period of more than 60 days. New Master joining the Vessel must be returning from leave or convalescence with at least 30 days rest period.	Essential	
109.	The Chief Officer shall have at least Twelve months of experience on similar vessels and should be an experienced boat handler fully capable of relieving the Master from boat handling duties. This is to ensure that the vessel can work round the clock.	Essential	
110.	All crewmembers shall be conversant with English and should be able to read, write and speak English with ease. Crew to be manned as per Seafarers Training Certification and Watch keeping Code 95 (STCW 95) and Flag requirements.	Essential	
111.	No crewmember shall be kept on board without a valid SunPetro Security pass. Details of all the crewmembers joining the vessel, as per formats at Attachment 1 to Schedule to 6, must be submitted 15 days in advance to obtain security clearance.	Essential	
112.	OVID Inspection – Sun Petro shall be carrying out OVID Inspection for the vessel as mandated by Director General of Shipping (DGS) for which the Owner shall comply as required	Essential	

2.1 Personnel

Minimum recommended manning: The contractor should maintain an adequate number of Crew in their pay roll so that leave and exigencies can be accommodated.

- The Master & crew shall possess the requisite certificate of competency as applicable to operate the Tug in offshore locations. The contractor will be required to submit the attested copies of such certificates to Sun Petro. The Senior Officers should have at least 1 year experience of operating TUG of similar type in shallow waters.
- The Manning of the crew shall be as per latest DG shipping Guidelines.
- The contractor will be responsible for the good conduct of Master and Crew of the Tug. Any instance of criminal offence or wrongful conduct by Master/Crew will be dealt in accordance with the Law of the land by the concerned agencies.
- If Sun Petro has a reason to be dissatisfied with the conduct or efficiency of the Master, Officer, or crew, the Operator on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change as found necessary. However, Sun Petro shall have the right to demand the change of any Master or other crew and master and crew must be replaced within agreed time of notice received from Sun Petro.
- i. In the event of non-availability of the Master/crew for any reason, the contractor will provide qualified standby Master/crew immediately. Non-availability of Tug for this reason will be liable for levy of LD as mentioned at clause 3.10(Section-III) of the Tender Document.

2.2 The Master will be under the order of the representative of Sun Petro as regards to vessel Operations, deployment, agency or other arrangements. The Successful Bidder to indemnify Sun Petro Management Board against all consequences or liabilities arising from the Master, Officers or Agents for their unlawful actions as well as from any irregularity in the vessel's papers

2.3 Pollution Control Responsibility

The Contractor shall accept full responsibility for compliance with all applicable laws and Government Orders, Rules and Regulations as amended/in force from time to time relating to pollution. Contractor shall comply with the followings:

- I. Solid waste, such as tins, bottles, edible garbage, empty paint buckets or any form of trash as classified under 'non-hazardous' category must be disposed of to appropriate locations to his own container/Vessel in appropriate manner/ or in accordance with applicable statutory laws/ SunPetro policy.
- II. All waste oil, greases, waste paint or any chemicals as classified within 'hazardous' category shall be disposed by contractor in appropriate manner/ or in accordance with applicable statutory laws/ SunPetro policy.
- III. Contractor shall clean up and remove any pollution resulting from its non-compliance with the provisions of this section, at his cost and expense, and if the Contractor fail to do so, SunPetro may clean up and remove the pollution in which case the Contractor shall reimburse SunPetro the cost of such clean up and removal upon receipt of bill thereof.

2.4 Safety, Compliance with Company Policies and Special Conditions

The contractor shall ensure all contractor's personnel comply with the spirit & intent of company's environment, health & safety and contracting policies and other policies & instruction that may be issued by company from time to time. Contractor must ensure following term & condition but not limited to-

- 2.4.1** The Contractor shall comply with permit system, safety & security rules and regulations and other rules, laid down by SunPetro at Work Site. It shall be the duty/ responsibility of the Contractor to ensure the compliance of fire, safety, security and other operational rules and regulations by his workers/ supervisors etc.
- 2.4.2** Before deploying the said personnel, Contractor will furnish complete biodata including qualification experience etc., along with the proficiency certificate/trade certificate for supervisors/skilled workers to the authority deputed for aforesaid job.
- i. The Contractor must ensure that all the personnel involved in the work should have mandatory training as applicable (like First aid, Safety and firefighting and Survival at Sea etc.) for their employees working at offshore services/ platform before their mobilization.
 - ii. Contractor's Personnel shall wear the above protective equipment when working on and around the Platform and loading base.
- 2.4.3** Contractor shall ensure that all the safety procedures/policies/standards of Company and contractor are implemented and followed by Contractor's Personnel. Contractor shall provide the following protective equipment to its Personnel but not limited to:
- i. Life Jackets
 - ii. Safety Helmet
 - iii. Safety Shoes
 - iv. Coverall
 - v. Wet weather clothing
 - vi. Protective gloves
 - vii. Hearing Protection
 - viii. Eye Protection
 - ix. Skin Cleanser and Barrier cream
- 2.4.4** SOLAS/IMO rules & regulations to be followed. Contractor, Operators and Masters of vessels are responsible for the safety of their crews and Vessels at all times. The Master has the authority to decide whether any operation affecting the Vessel should proceed or terminates and should question any instructions from installation or quayside personnel, which may create a hazard to the crew or vessel.
- 2.4.5** In general, vessels are prohibited from entering the 500 metres zone around the installation area, other than Material and Personnel Movement. Support vessels are allowed to enter but should only do so after consultation with the Offshore Installation Manager, to ensure that they do not endanger any other operations being carried out. OIMs should demand the modification or termination of any support vessel activity, which they regard as hazardous.
- 2.4.6** It is the responsibility of all persons on the Vessel working in the offshore industry not to do anything likely to endanger the safety, health or welfare of themselves or other persons on or near the vessel or to render unsafe any equipment used on or near the vessel; to co-operate with the employer and any other persons on whom a duty or requirement is imposed so far as is necessary to enable that duty or requirement to be performed or complied with; to report immediately to the appropriate responsible person any defect in any equipment, which appears likely to endanger the safety, health or welfare of persons on or near the vessel or the safety of the vessel and any equipment used with it.
- 2.4.7** Contractor shall ensure safe loading/unloading and sea transportation of materials, contractor shall bear cost for any damage/loss of materials during loading unloading at port and sea transportation.

2.5 Third Party Inspection

Company shall get the vessels and the equipment inspected through any of its reputed third-party inspection agency as per the tender specifications and the cost of the third-party inspection will be borne by the Company

Company shall accept the Vessels, only after its nominated third-party inspection agency confirms that the Vessels are as per tender specification and that the Vessels have undergone regular repair/maintenance overhauling as per required industry practice

Contractor to comply with all closeouts of the Observations from the inspection and provide his readiness before the Vessels are considered as acceptable.

Notice for inspection shall be given to the Contractor, at least 21 days in advance after receiving confirmation from the Contractor that the Vessels are ready in all respect for the inspection.

Contractor shall provide all assistance to the Company/ or its nominated inspection team for obtaining visa (for the inspectors) of the country where the vessel(s) is/are offered for inspection.

2.6 Documentation

1. The vessels shall have a structured and documented Safety Management System (SMS)/ Integrated management system (IMS) compliant to ISM code and the crew shall be fully familiar with the same.
2. Vessels shall have a copy on-board of the Owner/Vessel Manager's Document of Compliance and a Safety Management Certificate.
3. The Vessel shall have an approved Planned Maintenance system (PMS) implemented on board the vessel.
4. The Contractor at all times shall have on board valid certificates from classification society who is a member of International Association of Classification Societies (IACS) or the Indian Register of Shipping (IRS) for the each VESSEL it plans to offer.

2.7 Experience Criteria for Master, Chief Officer, Chief Engineer &Electrical Officer

Master	1) Minimum 1 (one) year experience as Master on a similar type and powered vessel 'OR' Minimum 2 (two) years' experience as Chief Officer on a similar type and powered vessel. 2) Must be holding at least a DPO Unlimited Certificate
Chief Officer	1) Minimum 1 (one) year experience as Chief Officer on a similar type and powered vessel 'OR' Minimum 2 (two) years' experience as 2nd Officer/NWKO on a similar type and powered vessel. 2) Must be holding at least a DPO Unlimited certificate
Chief Engineer	1) Minimum 1 (one) year experience as Chief Engineer on a similar type and powered vessel 'OR' Minimum 2 (two) years' experience as 2nd Engineer on a similar type and powered vessel. 2) Must be holding DP Maintenance course Certificate
Electrical Officer	1) Minimum 2(two) years sailing experience on DP Vessels. 2) Holding a Advance DP course certification

Special Note:- In addition to the above, Owners to ensure strict compliance to DG shipping guidelines and Rules governing Competency of the crew. The vessel at all times, should be operated by competent & Authorized crew only.

SECTION-5

RESPONSIBILITY MATRIX

Sr. No.	Description	Responsibility	
		Owner	Charterer
1	Mobilization of vessel as per schedule	√	
2	All Regulatory/Statutory Clearances compliance for vessel & Crew	√	
3	Vessel Crew Sign on-Sign off	√	
4	MWS/TPI Inspection	√	√
5	Close out of MWS Inspections	√	
6	Close out of Observations by Flag State	√	
7	Availability of sufficient sea fastening material	√	

SECTION – 6

BID EVALUATION CRITERIA

BID EVALUATION CRITERIA

A. TECHNICAL CRITERIA

1. The bid should be complete in all respect covering all the scope of Supply/Work and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues / literature wherever required. Incomplete and non-conforming bid to the specifications will be rejected.
2. Bidder to submit a declaration confirming understanding & acceptance of complete scope of work.
3. Bids will be rejected in case the vessels, equipment and services offered do not conform to the required parameters as stipulated in the technical specifications as per ITT SOW, Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Contractors without which the same will not be considered for evaluation.

Bidder's Qualification:

The bidder should meet the following criteria:

- a. The bidder should have minimum Three (3) years of experience in providing Marine vessels such as OSV/PSV/AHTS/Tugs/Boats/Barge during last Five (5) years to Drilling Companies / E&P Companies / Drilling Service Providers.
- b. The offered vessel should be operational and shall have completed at least one contract of minimum 01 (One) year duration in the last 03 years calculated from original bid closing date.
- c. Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on Services provided of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down above. Documentary evidence of bidders experience shall be submitted along with Technical bid is to be submitted.
- d. In case the bidder is a Joint Venture company, the following requirement should be satisfied by the bidder:
 - i. The leader of the JV should confirm unconditional acceptance of full responsibility of executing the 'Scope of work' of this tender including all interface risks of services / equipment being provided. This confirmation should be submitted along with the techno-commercial bid.
 - ii. All the members of the JV must undertake in their MOU that each party shall be jointly and severally liable to Sun Petro for any and all obligations and responsibilities arising out of this contract (if awarded).

B. FINANCIAL CRITERIA

- I. The bidder should have average yearly turnover of at least Rs. 12 crores(Equivalent USD for foreign bidders)s during last three financial years (2022-23, 2023-24 and 2024-25). Audited financial statement for the last 3 years to be submitted along with the bid.
- II. The net worth of the bidder for FY 2024-25 should be positive with positive cash flow and profitability for last minimum 2 years out of 3 years.
- III. CA certified net worth certificates to be provided for both i and ii.

C. COMMERCIAL EVALUATION CRITERIA

1. Bids are to be submitted as per instruction provided in Notice Inviting of Tenders in Section – I.
2. Offer of following type shall be liable for rejection:
 - i. Fax / e-mail / Xerox/photo/scanned copy offers
 - ii. Offer made by Agent /retainer/consultant / Representatives / Associates / of the foreign principal
 - iii. Offer do not conform to validity period as per NIT/ITB.

- iv. Offer without Bid bond /bank guarantee in prescribed format for amount and validity as per ITB / NIT.
- v. Offer without valid GST registration
- vi. Offer not accompanied with an undertaking to provide all necessary certificates / document for enabling Company to avail input GST credit benefit (wherever applicable) in respect of the payment of GST etc. which are payable against the supply and services (if awarded) along with documentary evidence of payment of Excise duty, VAT and GST.
- vii. Offers where prices are not firm during entire duration of the contract and /or with qualifications.
- viii. Offer not duly signed by authorized signatory
- ix. Bidders not meeting Mobilization, Delivery schedule, completion period.
- x. In case at any stage of tendering process, it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions.
Bidder agrees that quoted prices are inclusive of all taxes and duties, as applicable, including corporate tax / income tax etc.

D. GENERAL

Bidders to note the followings:

- a. Bidder to submit a declaration along with the bid that bidder is not blacklisted or placed on holiday list by any of the E&P company. If yes, bidder to submit the complete details along with the bid.
- b. In case bidder takes exception to any clause or terms condition of tender document not covered under BEC, Company shall have discretion to reject the offer on account of such exception.
- c. In case any contradiction between BEC and a clause appearing elsewhere in the bidding document, provision of BEC shall supersede all such clauses.
Inspection will be carried out by Company's officers / representative / Third party at the discretion of Company.

SECTION – 7

BILL OF QUANTITY (BOQ) / PRICE SCHEDULE (PS)

CHARTER HIRE of AHTS

Sl.	Description	Vessel 1	Vessel 2
Name of the vessel			
1	Operating Day Rate(ODR)		
2	Repair Day Rate		
3	Suspension Day Rate		
4	Mobilization		
5	De- Mobilization		
6	Full Meal (per person		
6(a)	Breakfast		
6(b)	Lunch		
6(c)	Dinner		
6(d)	Midnight Meal		
6(e)	Bunk		

Important Instructions:

- Bidders must submit a single price schedule containing rates of all the vessels offered/quoted by them, along with name of the vessel & currency of quote.
- Bidders to quote ODR, mobilization, de-mobilization charges for offered vessel under respective categories.
- The Lumpsum day rate quoted shall be inclusive of all taxes, duties levies, custom duties etc. including personal taxes & corporate taxes for the full scope of work except GST which shall be quoted separately as provided.
- Bidder to mention the quoted currency USD/INR/or any other.
- Fuel and Fresh water shall be provided by Charterer/Company
- Bidder to provide detailed breakup of the cost incurred along with taxes, custom duties and other if any.
- The Day Rate shall include provision for one (1) Company Representative onboard, at no additional cost to the Company. "All associated expenses for the Company Representative, including accommodation(bunk), meals shall be deemed included in the Day Rate and no additional charges shall be payable by the Charterer
- The Suspension Day Rate shall be capped at a maximum of eighty percent (80%) of the Operating Day Rate (ODR).
- The Repair Day Rate shall be capped at a maximum of fifty percent (50%) of the Operating Day Rate (ODR)

Special Note:-

The following certificates must be submitted along with the technical bid, duly attested by the bidder:

1. Certificate of Registry
2. Certificate of Class
3. Certificate of Document of Compliance (DOC)
4. Certificate of Safety Management Certificate (SMC)
5. Deadweight Scale
6. General Arrangement (GA) Plan of Vessels
7. Construction Certificate
8. Bollard Pull Certificate (if applicable, not older than 5 years)

Please ensure that all documents are current and properly authenticated.

SECTION-8

ANNEXURES

ANNEXURE-1	Bidder's Response Acknowledgement Form for Receipt of Tender Document
ANNEXURE-2	Bid Bond Format
ANNEXURE-3	Check List Prior to Bidding
ANNEXURE-4	Exception / Deviation / Conditions Performa
ANNEXURE-5	CUT-OUT SLIP for Un-priced Technical Offer
ANNEXURE-6	CUT-OUT SLIP for Priced Offer
ANNEXURE-7	CUT-OUT SLIP for outer envelopes
ANNEXURE-8	Performa of Performance Bank Guarantee
ANNEXURE-9	List of Approved Banks
ANNEXURE-10	Customs Notification
ANNEXURE-11	Check List Post Contract
ANNEXURE-12	Proforma for Provisional Acceptance Certificate
ANNEXURE-13	Proforma for Final Acceptance Certificate

ANNEXURE – 1

**BIDDERS RESPONSE ACKNOWLEDGMENT FORM FOR RECEIPT OF TENDER
DOCUMENT**

As a delegated authority/representative of the organization named below, I have reviewed the contents of the package and on behalf of my Company, acknowledge the receipt of the same and advise that we will:

BID _____

NOT BID _____

Reason for no Bid

(optional): _____

For

Name of Company : _____

Signature : _____

Title : _____

Date : _____

Transmittal via facsimile:

ATTENTION

Head –Commercial & Supply Chain Management

Sun Petrochemicals Private Limited

8th Floor, ATL Corporate Park,

opp. L&T Gate no.7, Saki Vihar Road

Chandivali, Powai, Mumbai – PIN- 400072

Email: Dheeraj.paroch@sunpetro.com

ANNEXURE – 2
BID BOND FORMAT

TO: Sun Petrochemicals Private Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at, 8th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072, India. (hereinafter referred to as “Company”).

WHEREAS:

.....(hereinafter referred to as “Bidder”) has submitted a proposal dated
.....(“hereinafter referred to as Proposal”) against **TENDER NO.:**
dated
_____ for _____ (hereinafter referred to as the “Tender”).

NOW, THEREFORE,

- (1) In response to the request made by the Bidder, we (Name of Banker/Insurer :)
_____ (hereinafter called the “Guarantor”) hereby irrevocably and
unconditionally guarantee the sum of Indian Rupees _____/- (INR _____ for Indian Bidders)
and US \$ _____ United States Dollars _____ only – for Foreign Bidders) in favor of Company
, if Bidder fails to perform its obligations as set forth below:
- (i) The Bidder agrees to keep the Proposal open for acceptance by Company during the period of
validity (150 days from the Closing Date) specified in the Tender.
- (ii) The Bidder, having been notified of acceptance of its Proposal by Company during the period of
Tender validity:
- (a) Fails or refuses to execute the agreed PO, if required; or
- (b) Fails or refuses to furnish the Performance Bank Guarantee in accordance with the format provided
in the Tender document; or
- (c) Seeks Variation or modification of Proposal, modifications to the agreed terms and conditions.
- (d) Tries to influence Company on bid evaluation, bid comparison or Purchase Order (PO) award
decision.
- The sum shall become payable to by immediately on first demand by Company without proof or
conditions notwithstanding any constitution or protest by the Bidder or any other third party.
- (2) Company shall have the fullest liberty without our consent and without affecting in any manner,
our obligation hereunder, to relax any of the terms and conditions of the aforesaid Tender, from time
to time, or to postpone any time any of the powers exercisable by Company against the said Bidder
and Guarantor shall not be relieved from its liabilities by reason of any such relaxation being granted
to the Bidder by Company or any indulgence by Company to the said Bidder or by any such
matters or things whatsoever.
- (3) The Guarantor shall not be discharged or released from this Guarantee by any Purchase Order (PO)
made between the Bidder and Company with or without the consent of the Guarantor or by any
alteration in the obligations undertaken by the Bidder or by any change in name or constitution of
Company or the Bidder.
- (4) The Guarantee herein shall not be affected by any change in the constitution of the Bank or the
Bidder.
- (5) This Guarantee shall not be revoked during its currency and shall remain in effect for One Hundred
and fifty (150) days from the Tender Closing Date.
- (6) This Guarantee shall be governed and construed in accordance with the laws of India and all of the
parties to this Guarantee hereby irrevocably submit to the non-exclusive jurisdiction of the High Court
of Mumbai.

IN WITNESS whereof this Guarantee has been duly executed by GUARANTOR the _____ day
of _____ for and on behalf of (_____)

Name : _____
Designation : _____
Banker's Seal : _____
Address : _____

NOTE:

1. Bid bond required as Tender Security deposit /Earnest money

It is a condition precedent to the acceptance of any Tender by the Company that the Bidder shall provide a Bid Bond by means of a Bank Guarantee for an amount stated in the Invitation to Tender in the prescribed format and valid for a period of 150 days from the Closing Date. The Tender may be disqualified in the absence of a Bid Bond in the prescribed format. In providing such a Bid Bond the bank shall also undertake to issue the Performance Bank Guarantee as required by Company in the event that the Tender is accepted.

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2. Conditions for Invoking of Bid Bond Guarantee

The following conditions would also lead to the invoking of Bid Bond Guarantee:

- a) If the Tender is withdrawn during the validity period or any extension thereof.
- b) If the Tender is varied or modified in a manner not acceptable to Company during the validity or agreed extension validity period duly agreed by the Bidder or after notification of award by Company and prior to signing of the PO.
- c) If the successful Bidder is seeking modifications to the agreed terms and conditions after notification of award or declines to accept the Letter of Intent/Award.
- d) If the successful Bidder fails to furnish Performance Bank Guarantee within 10 days of the issue of the Letter of Intent/Award.
- e) Any effort by the Bidder to influence Company on bid evaluation, bid comparison or Purchase Order (PO) / Contract / LOA award decision.

The formats for any of the Bank Guarantees shall not be changed except for any minor variations that the Bank may require. Failure to comply with this requirement may entail disqualification of the Tender.

ANNEXURE - 3
CHECK LIST FOR BIDDING

This portion of the Tender is intended to serve as a checklist to ensure that all information necessary to evaluate your proposal has been included. Please indicate Yes / No or Acceptable / Not Acceptable, whichever is not applicable.

TECHNICAL

1. Has the bidder quoted for full scope of work as specified in the tender?
YES / NO
2. Has the bidder furnished the list of equipment that will be used in the performance of the work, along with their make, technical data, catalogue/ brochure of the manufacturer, etc.?
YES / NO
3. Has the bidder furnished the minimum personnel proposed to be assigned to this work?

YES / NO
4. Quality Control Manual and/ or Quality Control Program along with the Unpriced Techno Commercial Bid
YES / NO

COMMERCIAL

5. Confirm whether the bidder has submitted a Bid Bond as per the Clause mentioned in the Instructions to Bidders.
YES / NO
6. Confirm whether the bidder agrees to furnish a performance Bank Guarantee
YES / NO
7. Confirm that the prices quoted are firm and are inclusive of all taxes, duties, levies etc., applicable to personnel, equipment and materials to be used for execution of the Purchase Order (PO) / Contract / LOA for the first thirty-six (36) months and 12 months extension period if exercised.
YES / NO
8. Confirm whether the prices quoted are firm and applicable even if the work is awarded only in part.
YES / NO
9. Has the bidder confirmed the Commencement Date?
YES / NO
10. Confirm acceptance of Insurance liability as per Clause of the Model PO.
YES / NO
11. Confirm acceptance of Force Majeure provision as per mentioned in the Model PO.
YES / NO
12. Confirm acceptance of Liquidated Damages provision as per the Model PO.
YES / NO
13. Confirm acceptance provision for Arbitration as per Clause of the Model PO.
YES / NO
14. Confirm acceptance Taxes and Duties provision as per of the Model PO.
YES / NO
15. Confirm whether Unpriced Technical bid with all ANNEXURES and enclosures have been furnished in duplicate (1Original + 1 copy) in a separate sealed cover. Ensure that the Price Schedule of the Unpriced Technical bid is blank.
YES / NO
16. Confirm whether Priced Commercial Bid (1 Original +1 Copy) comprising only the Price Schedule has been furnished.
YES / NO
17. Has the bidder ensured that there is no over-writing in the offer? Have corrections, if any, been properly attested/ initiated by the bidder
YES / NO
18. Has the bidder ensured that all pages of the bid documents including additional sheets, if any, attached by the bidder signed by the duly authorized officer of the bidder?
YES / NO

19. Bidder ensured that proof of the signing authority.
YES / NO
20. Does the bidder accept bid validity period?
YES / NO
21. If the bid is submitted by a consortium, confirm whether the MOU of the consortium / JVC has been furnished.
YES / NO
22. Have all the exceptions/deviations/conditions taken by the bidder, having cost impact or not, been listed in the format provided as ANNEXURE 4 and attached with the Unpriced Techno Commercial Bid, without including the cost impact, if any?
YES / NO
23. Has bidder proposed any incentive scheme?
YES / NO
24. Has the bidder included the cost impact of incentive schemes in the Priced Commercial Bid only?
YES / NO
25. Has the cost impact, if any, of the exceptions taken been attached with the Priced Commercial Bid?
YES / NO
26. Confirm whether the bidder agrees for applicability of Indian Laws
YES / NO

ANNEXURE – 4
EXCEPTION/DEVIATION/CONDITIONS PROFORMA

Any and all exceptions/deviations/conditions to the terms and conditions of Tender No.- -----
----- should be indicated here and submitted along with the Unpriced Techno Commercial Bid without any price impact. Price impact, if any, of the exceptions/ deviations shall be duly completed, in this proforma, and attached to the Priced Commercial Bid only. If the bidder does not intend to take any exception / deviation, then he shall mark “No Exceptions Taken” in this proforma. If the proforma is left blank or if this sheet is not attached to the bid, then it will be presumed that bidder has not taken any exception/deviation/condition to the terms and conditions of the TENDER DOCUMENT. Company shall not take cognizance of any exception/deviation/condition (if any) indicated elsewhere except in this proforma.

Tender No. –

Technical Part (attach to Unpriced Techno Commercial Bid)

Section No, Page No. and Clause No.	Description of exception/ deviation/ condition	Reason(s) for exception/ deviation/ condition	Whether there is a Cost impact? ** (Yes / No)	Effect on Commencement Date

** Please do not indicate the price impact, if any, here.

Tender No.-

Commercial Part (attach to Priced Commercial Bid)

Currency: _____

ANNEXURE -5
CUT-OUT SLIPS FOR UNPRICED TECHNICAL OFFER
DO NOT OPEN - THIS IS A TENDER QUOTATION
(TECHNICAL UN-PRICED OFFER)

Client : SUN PETROCHEMICALS PRIVATE LIMITED

Tender No. : _____
Project Name : _____

On CALL OUT BASIS

Bid Due Date : _____

From: _____ **To:** _____

(Bidder's Details)	Head-SCM & Commercial SUN PETROCHEMICALS PRIVATE LIMITED 8th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072. Kind Attn: Mr. Dheeraj Paroch
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(To be pasted on the outer envelope containing UNPRICED OFFER)

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ANNEXURE -6
CUT-OUT SLIPS FOR PRICED OFFER
DO NOT OPEN - THIS IS A TENDER QUOTATION
(PRICED OFFER)

Client : Sun Petrochemicals Private Limited
Tender No. : _____
Project Name : _____

Bid Due Date : _____

From: _____ To: _____

(Bidder's Details)	(Bidder's Details)	Head-SCM & Commercial SUN PETROCHEMICALS PRIVATE LIMITED 8th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072. Kind Attn: Mr. Dheeraj Paroch
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(To be pasted on the envelope containing PRICED OFFER)

ANNEXURE -7
CUT-OUT SLIPS FOR OUTER ENVELOPE
DO NOT OPEN - THIS IS A TENDER QUOTATION
(OUTER ENVELOPE CONTAINING TECHNICAL UN-PRICED OFFER +
PRICED OFFER)

Client : SUN PETROCHEMICALS PRIVATE LIMITED
Tender No. :

Project Name :

On CALL OUT BASIS

Bid Due Date :

From: _____

To: _____

Bidder's Details)	Head-SCM & Commercial SUN PETROCHEMICALS PRIVATE LIMITED 8th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072. Kind Attn: Mr. Dheeraj Paroch	
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(To be pasted on the outer envelope containing PRICED & UNPRICED OFFER)

ANNEXURE –8

PROFORMA OF PERFORMANCE BANK GUARANTEE

TO: Sun Petrochemicals Private Limited, a Company incorporated under Company's Law 1956 and having its office at 8th Floor, ATL Corporate Park, opp. L&T Gate no.7, Saki Vihar Road Chandivali, Powai, Mumbai – PIN- 400072. (Hereinafter referred to as **"Company"**).

WHEREAS:

- (1) By an Purchase Order (PO) / LOA / Contract for----- (here in after referred to as the **"PO"**) between _____ hereinafter referred to as the **"Supplier"** of the one part and Company of the other part, the Supplier agrees to perform the Work in accordance with the PO.
- (2) In response to the request made by Supplier, we (Name of Banker:) _____ (hereinafter referred to as the **"Guarantor"**) hereby irrevocably and unconditionally guarantee in favour of Company, the payment of amounts (without any withholding, deduction or set off) up to _____ (Rupees _____) being 20% of **the estimated / Annualized Purchase Order (PO) / Contract value**, as guarantee for the obligations of the Supplier to perform the Work in accordance with the PO / LOA / Contract. The sum shall become payable by us immediately on first demand by Company without proof or conditions notwithstanding any dispute or protest by the Supplier or any other third party. Multiple demands may be made in respect of our guaranteed obligations.
- (3) We shall not be discharged or released from this Guarantee by any waiver, modification, Purchase Order (PO) / LOA / Contract made between the Supplier and Company with or without our consent or by any alteration in the obligations undertaken by the Supplier or by any forbearance whether as to payment, time performance or otherwise, or by any change in name or constitution of Company or the Supplier.
- (4) This Guarantee is a continuing security and, accordingly, shall remain in operation for six months after the completion / termination of the PO / LOA / Contract.
We agree that the Guarantee is given regardless of whether or not the sum outstanding occasioned by the loss, damages costs, expenses or otherwise incurred by Company is recoverable by legal action or arbitration.

The rights under this Guarantee shall be assigned by Company to third parties, if required. This Guarantee shall be governed by and construed in accordance with the laws of India.

The Guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or changes or constitution or insolvency of the said Supplier but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

IN WITNESS where of this Guarantee has been duly executed by GUARANTOR the _____ day of _____ 20____ or and on behalf of (_____).

Name	:	_____
Designation	:	_____
Banker's Seal	:	_____
Address	:	_____

ANNEXURE -9
LIST OF APPROVED BANKS

Guarantee issued from following banks will be accepted as PBG/SD/EMD/BID BOND

1. All Nationalised Banks/Scheduled Bank/ Public Sector Banks-
2. Private Sector Banks- Axis Bank, ICICI Bank and HDFC Bank
3. Commercial Banks:
 - I. Kotak Mahindra Bank
 - II. Yes Bank
 - III. RBL Bank (The Ratnakar Bank Ltd)
 - IV. IndusInd Bank
 - V. Karur Vysya Bank
 - VI. DCB Bank
 - VII. Federal Bank
 - VIII. South Indian Bank

ANNEXURE - 10
CUSTOMS NOTIFICATION

Custom Notifications will be applicable as per latest and relevant guidelines for goods imported in connection with the Purchase Order (PO) signed with the Government of India as applicable under the relevant Production Sharing Purchase Order (PO) (PSC) / New Exploration Licensing Policy (NELP).

ANNEXURE - 11
CHECK LIST POST CONTRACT

This check list is preliminary for vital compliance to be fulfilled by successful bidder at immediate post award stage and not limited to followings:

Commercial / Financial

- a. Performance bank guarantee – value and validity
- b. PAN & TAN number
- c. Bank Account number with documentary proof
- d. GSTN Certificate
- e. Cancelled Letterhead
- f. Cancelled Cheque
- g. Company Registration Certificate

ANNEXURE-12

PROVISIONAL ACCEPTANCE CERTIFICATE

Contract / LOA / Purchase Order (PO) NO:

Date:

DESCRIPTION OF SUPPLIES / SERVICE:

.....
..

The above SUPPLIES / Services have been provisionally accepted with effect from on behalf of _____ (COMPANY) in good order with the exceptions as described in Appendix-1(if applicable), subject to the Delivery and Warranty conditions contained in the AGREEMENT, effective from.....

For and on behalf of: _____

(COMPANY)

Name

Designation

Signature

Date

EXCEPTIONS TO COMPLETION

Ref: PROVISIONAL ACCEPTANCE CERTIFICATE

COMPANY to detail below any and all exceptions to the completion of the SUPPLIES/SERVICES described in this PROVISIONAL ACCEPTANCE CERTIFICATE.

ANNEXURE-13
FINAL ACCEPTANCE CERTIFICATE

AGREEMENT/PURCHASE ORDER (PO) NO:

Date:

DESCRIPTION OF SUPPLIES/ SERVICES

.....
..

The above SERVICE /SUPPLIES have been finally accepted on behalf of -----
----- (COMPSNY) in apparent good order, subject to the Warranty conditions
contained in the AGREEMENT, with effect from20....

For and on behalf of: _____

(COMPANY)

Name

Designation

Signature

Date

Date

END OF TENDER DOCUMENT