

## FRAMEWORK ANNEX 1

### PART A: THE SERVICES

#### 1. Definitions

For the purposes of this Part A of Framework Annex 1, the following defined terms shall have the following meanings:

TERM	MEANING
“AIS”	means Automatic Identification Systems.
“EEZ”	Exclusive Economic Zone.
“MCA”	means the Maritime and Coastguard Agency.
“MMO”	means the Marine Management Organisation.
“OGD”	means Other Government Departments (incl. the UK Border Force, Marine & Coastguard Agency (Coastguard), Environment Agency, Home Office (incl. Police Authorities & English Police Forces), Ministry of Defence and Royal Navy.
“RHIB / BOARDING VESSEL”	means Rigid Hulled Inflatable Boat.
“VHF”	means Very High Frequency.
“VMS”	means Vessel Monitoring System - Fisheries regulations require fishing Vessels over twelve (12) metres in length carry a satellite transponder. The data is transmitted to the UK fisheries monitoring centres (FMCs) who use the data for control and compliance purposes.

#### 2. Services

The Provider shall provide to the Authority or other Contracting Body (as the case may be) Offshore Patrol Vessel(s) in accordance with the technical requirements set out in paragraph 3 below and the terms of the relevant Call-Off Contract.

#### 3. Technical Requirements - Outline of Vessel Operation

In broad terms the role of an Offshore Patrol Vessel (OPV) is to provide a robust, enduring capability to act as a source of intelligence on observed fishing activity, a deterrent to illegal fishing activity and to deploy MMO inspection teams to board and inspect fishing vessels at sea.

On a day-to-day basis an OPV will be expected to sail from an English port and spend a period of up to 2 weeks at sea with an embarked team of MMO Boarding Officers. The OPV will primarily patrol areas of the UK EEZ (primarily within the English EEZ) according to MMO directions and tasking instructions. Fishing vessels will be located and an MMO boarding team will need to be transferred to the fishing vessels for inspection, this will be carried out through the launching of a boarding boat from the OPV with the MMO team safely delivered to a boarding ladder deployed on the side of the fishing vessel to be inspected. Boardings may be carried out primarily throughout English waters and during both daylight and night-time hours. Boardings may need to be conducted at long range (over the visible horizon) on occasion. A routine fishing vessel inspection will typically take around 1 – 5 hours to complete, with the OPV expected to standby in reasonably

close proximity to the fishing vessel during this period before the boarding team are disembarked via the boarding boat. If infringements are detected inspections may take longer and the OPV may be required to escort fishing vessels to port for detention. The role of coordinating the inspections themselves will be entirely undertaken by the MMO team in conversation with MMO operations.

The UK EEZ zonal maps and sea areas are as shown in Part B of this Framework Annex 1.

The OPV may also be required to patrol specified areas for the purpose of information gathering and deterrence, with details of fishing vessel movements recorded by the embarked MMO team in the form of a sightings log. The OPV shall be equipped with an ECDIS system which can record vessel movements for the purposes of evidence gathering.

The MMO team aboard the OPV will require food and accommodation as well as access to communications. They would not be expected to act as crew or get involved in the general running of the vessel. Transfer of MMO personnel to and from the shore may occasionally be required mid-patrol via the boarding boats.

Port visits at the start and end of each patrol can be agreed between the MMO and the Provider to ensure that each other's requirements are met.

### 3.1 OPV Endurance, Availability and Tasking

Ref.	Requirement
1	During the charter period the vessel shall be exclusively at the Authority's or the MMO's task and shall patrol and conduct fishing vessel boardings within an area as specified by the MMO's operations team.
2	The vessel shall be able to operate for up to 14 days without the need for port visits for fuel, water or provisions.
3	Port calls shall be scheduled in line with operational requirements and in mutual agreement between the MMO and the vessel operator.
4	The operational contact point for the duration of any charter shall be unless otherwise stated the MMO's Principal Marine Officer. Contact with other maritime operating centres may be required by agreement. These may include but are not limited to the MCA, Border Force, Royal Navy or Joint Maritime Operations Coordination Centre (JMOCC).

### 3.2 OPV Capability

Ref.	Requirement
1	The vessel shall be seaworthy in all respects, certificated for intended use and lawfully able to operate and capable of operating safely at sea in all areas of the UK

	EEZ during any sea state likely to be encountered.
2	<p>The vessel shall have a cruising speed of at least 12 knots and a maximum speed of at least 16 knots. Both achievable for at least 24hrs in sea conditions up to and including force 6 on the Beaufort scale. A max speed of greater than 16 knots would be desirable.</p> <p>The speed of the vessel shall be adjusted to the operational requirements as determined by the MMO representative. While on passage and on duty the vessel shall mainly operate at the vessel's normal cruising speed or less. However during operational activities transit and interventions at high speed or slow speed may be necessary. During boarding operations the vessel may be required to hold position for periods of several hours.</p>
3	The vessel must carry two RHIB capable of deploying and recovering a boarding team of up to 3 boarding officers to/from a fishing vessel in at least sea state 4. More than one RHIB is required as a means of recovering the boarding RHIB and crew in the event of an accident or mechanical failure. An inventory of essential parts, sufficient fuels and lubricants for regular deployment must be held with the vessel to ensure operation of the daughter craft during extended periods at sea of more than 7 days.
4	RHIBs shall be equipped with an active transponder system allowing the boats to be tracked from the main vessel at all times and in all weathers.
5	RHIBs shall be equipped with navigation and communications equipment ensuring autonomous operability.
6	Vessels shall be capable of undertaking boarding operations safely at night or in low light conditions. The vessel should have sufficient ancillary deck lighting and search lights fitted to allow the safe transfer of MMO boarding officers between Vessels at night or in low light conditions.
7	The vessel shall be capable of conducting long range boardings (outside of line-of-sight / over visible horizon) using a RHIB.
8	Vessels shall be appropriately insured and registered and shall comply with all relevant MCA requirements for commercial vessels. The Authority shall be named as insured party.
9	All vessels including daughter vessels shall be required to fly a fisheries pennant when on fisheries patrol duties and the MMO may require text or symbols to be attached to the hull of the vessel identifying the vessel as a fisheries patrol vessel. Any works of this nature would be done in agreement with the vessel operator.

### 3.3 OPV Accommodation

Ref.	Requirement
1	Suitable accommodation (bed and board) shall be provided for at least 3 MMO boarding officers aboard the vessel. Accommodation for greater than 3 officers would be desirable
2	Adequate desk-space shall be provided for at least 3 MMO officers to carry out desk-based work such as statement writing, report writing etc. The area shall be capable of working in during heavy weather and printing and scanning facilities shall be available.
3	The vessel must have a dedicated crew changing room / cleansing station and storage space for MMO boarding equipment and PPE (Personal Protective Equipment).
4	The vessel shall be capable of temporarily supporting injured MMO personnel and shall be equipped with two winch zones to facilitate the airlift of casualties to shore.

### 3.4 OPV Communications

Ref.	Requirement
1	The vessel shall be equipped with VHF and Sat-phone communications, which are made available to MMO staff. The vessel shall be equipped with a cellular telephone, and be able to provide 3g/4g LTE (Long term evolution) to be used as the main source of internet whilst in coastal waters or in port.
2	<p><b>DEPTH RECORDING</b> – The vessel should be equipped with a depth sounder. Maximum reliable soundings to be ~300 metres. Deep sea soundings would be desirable using such systems as an EM122 Multibeam, or the 3.5/12 kHz echosounder system.</p> <p><b>DIRECTION FINDING EQUIPMENT</b> - A VHF or medium frequency RDF (radio direction finder) shall be provided. This RDF will operate in the 110-170 MHz range.</p> <p><b>NAVIGATION EQUIPMENT</b> – A full set of navigation equipment to include the provision of GPS and ECDIS (Electronic chart display and information systems) shall be provided.</p>
3	The vessel shall be able to communicate securely with MMO Ops/JMOCC at all times during patrol. Secure radio or satellite communication are possible options. The Provider shall advise on type and capability. Mobile phone is not considered suitable.
4	Communication shall be possible at all times between boarding teams and the mother vessel. The vessel shall carry a minimum of 6 portable VHF and UHF marine radios to be used for internal communications and small boat operations.

5	The vessel shall be capable of communicating with aircraft to exchange information and identify potential targets.
6	The vessel must have broadband internet accessible from working areas. The minimum specification required is 8MB download and 4MB upload speed MIR (Max Rate) 512kb download and upload speed CIR (minimum committed rate).
7	The vessel must be fitted with a VMS that is compatible with the specification as detailed in the MMO VMS5 document, available on the MMO's website.  (MMO can advise on appropriate devices)
8	The vessel shall be capable of tracking fishing vessels by both AIS and radar and of recording fishing vessel positions from both AIS and radar. A permanent record of vessel positions must be capable of being recorded in an evidential format (legal fix).
9	The vessel shall be capable of tracking a vessel visually during daylight in order to gather evidence of position and activity.
10	The vessel shall have equipment capable of taking high-quality photographs of fishing vessels to identify whether gear is deployed. Availability of a gyro-stabilised electro-optic day/night vision system would be an advantage.

### 3.5 OPV Crew

Ref.	Requirement
1	To ensure the safety and wellbeing of the MMO staff, the MMO requires that the Provider's officers and crew are appropriately trained and qualified. To ensure this the Provider must conform to the MCA codes of practice information pack and MSN 1740 (M) training and certification of officers and crew on high speed craft; where appropriate.
2	The vessel's master and chief navigating officers must have good ship handling experience of at least 4 years, including handling vessels in close proximity to other vessels and deploying and recovering RHIBs in a range of sea conditions.  CVs shall be provided to MMO for the Master and Chief Navigating Officer.
3	Communication will normally be conducted in English and all crew of the vessel shall speak English to a good standard.
4	Appropriately trained and experienced crew shall be available to safely deploy / recover fast rescue craft.

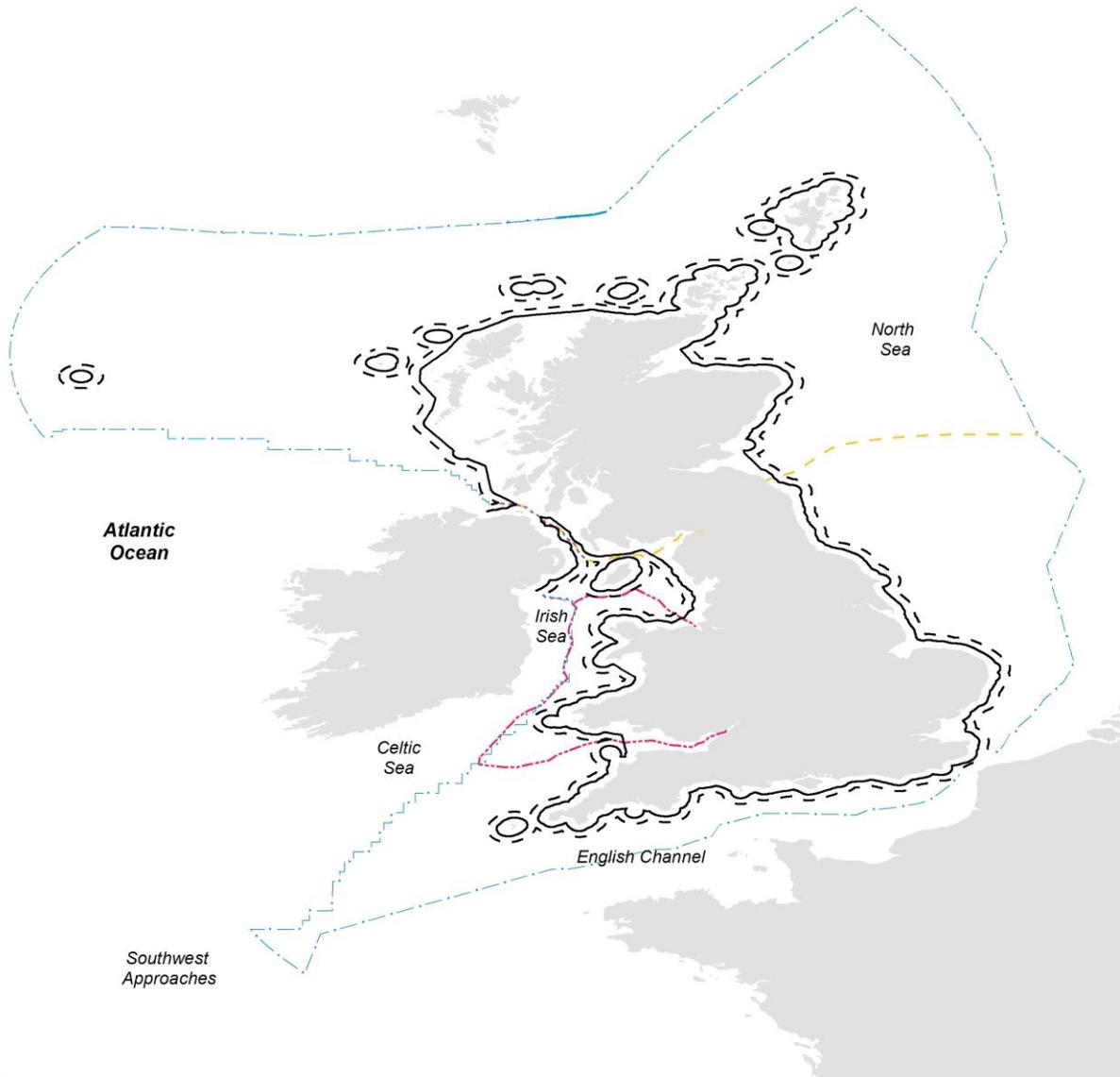
5	Appropriately trained and qualified coxswains and bowmen shall be provided for the RHIB. The coxswain must be experienced and skilled in embarking boarding teams aboard moving vessels in challenging conditions. CVs shall be provided to MMO for all RHIB coxswains and bowmen.
6	As a result of the data gathered and actions taken by the MMO Marine Officers and OGDs during patrols information of a sensitive nature may be evident; as a result all crew members and company/organisation staff members who handle call outs and the like shall be required to enter into a confidentiality agreement with the Authority and/or other agencies as appropriate. Provider must have internal disciplinary measures in place and the Authority reserves the right to remove the Provider from the Agreement if confidentiality is breached. Crews may be required to make statements and give evidence in a court of law. The MMO shall provide appropriate training of crews, and cover any reasonable costs associated with court appearances etc.
7	The Provider shall ensure that all crew are made aware of the communication and media requirements. The MMO and the Authority will provide this information prior to charter.

### 3.6 Sustainability

Ref.	Requirement
1	It is expected that the Provider will seek to reduce impact upon the environment where practicable. This may include but is not limited to the use of low sulphur fuels, efficient operation and tasking of vessels, and the management and control of waste materials.
2	The Provider shall consider supporting sustainable employment practices that may include but not be limited to; supporting apprenticeships, promoting staff development, supporting local communities.
3	The Provider shall comply with the Authority's sustainability policies at all times throughout the duration of the Framework Contract. The Authority's policies are to achieve best value for money and continual improvements in the sustainable management of its estate, operations and procurement. These support the Government's green commitments. The policies are included in the Authority's sustainable procurement policy statement published at:  <a href="http://www.gov.uk/government/publications/defra-s-sustainable-procurement-policy-statement">www.gov.uk/government/publications/defra-s-sustainable-procurement-policy-statement</a>

## **PART B: UK Zonal Map and Sea Areas**

# Map of United Kingdom and Northern Ireland Sea Areas



## UK EEZ and Territorial Sea Limits

- - - UK Exclusive Economic Zone
- - - 12 Nautical Mile Limit, 1983 baseline (UKHO)
- 6 Nautical Mile Limit, 1983 baseline (UKHO)

## UK Adjacent Waters

- - - Welsh Adjacent Waters
- - - Scottish Adjacent Waters
- - - Northern Ireland Adjacent Waters

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 Datum: ETRS 1989  
 Units: Degree

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 under the Open Government Licence v3.0, from UKHO.

## **PART C: CALL-OFF PROCESS**

- 1.1. When the Authority or Contracting Body has a requirement to procure Services through the Framework Agreement, the Authority or Contracting Body will have the discretion according to the nature, value, complexity or risk of their requirements to either complete a direct award, issue a RFQ (in substantially the form set out in Part D) or run a mini-competition amongst the Framework Providers which have been awarded a place on the Framework. It is anticipated that a mini-competition will be used for more complex, higher value and longer term call-off requirements, whilst the RFQ procedure will be made for lower value and short term requirements and Direct Awards to the highest ranked Framework Provider for reasons of urgency or vessel availability.
- 1.2. The Framework Agreement and the BIMCO SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels (as amended and set out in Framework Annex 3) will apply to the Call-Off Contract, together with such more precisely formulated terms as may be specified by the Authority or Contracting Body. Use of the mini competition procedure does not mean that the specification of Services set out in this Framework Agreement can be changed, although a more precise statement of the requirements may be made. The Provider in agreeing to accept such an order pursuant to paragraphs 1.3 to 1.15 below shall be deemed to have entered into a Call-Off Contract with the Authority or relevant Contracting Body for the provision of Services referred to in the Call-Off Contract.

### **Mini Competition**

- 1.3. The invitation to take part in a mini-competition will:
  - 1.3.1. be issued via the Bravo system, or Contracting Body's similar system;
  - 1.3.2. be issued to all Framework Providers capable of fulfilling the Authority's or Contracting Body's requirements;
  - 1.3.3. specify a fixed time limit for submission of proposals. Such time limit shall be of sufficient duration to allow proposals to be submitted, taking into account factors such as the complexity of the Authority or Contracting Body's requirements and the time needed to compile and submit a proposal;
  - 1.3.4. seek proposals for fulfilling the requirement, including for example:
    - costs to meet the specific requirements
    - particular delivery timescales
    - key personnel
    - particular payment profiles
    - particular associated services
    - agreement to any additional clauses as described in Box 35 of Part 1 of the draft Call-Off Contract; and
  - 1.3.5. contain a copy of the draft Call-Off Contract, completed as if it were the resultant order completed as far as possible and indicating where information from the winning Framework Provider's proposal will be needed as an input to complete the order.

- 1.4. When invited by the Authority or Contracting Body the capable Framework Providers will, via the Bravo system (or Contracting Body's similar system), either submit a written proposal or decline the invitation to take part in the re- opening of competition.
- 1.5. The Authority or Contracting Body reserves the right to discuss its outline scope of Services simultaneously with all Framework Providers and if necessary make modifications in its sole discretion to any outline scope of Services before it issues its written invitations to tender (ITT) for Call-Off Contracts.
- 1.6. The Authority or Contracting Body will evaluate all the tenders submitted for each specific mini-competition. Any resulting Call-Off Contract is to be awarded in accordance with the award criteria set out in the tender evaluation of the ITT, which may be more precisely formulated by the Authority or Contracting Body having regard to the requirements of the Call-Off Contract. The Authority or Contracting Body will notify all Framework Providers invited to tender of the outcome of that evaluation.
- 1.7. The Authority or Contracting Body will place the Call-Off Contract with the Framework Provider who has submitted the most economically advantageous tender in accordance with the mini-competition award criteria.

#### **RFQ**

- 1.8 Subject to paragraph 1.1 (above), the Authority or Contracting Bodies may require in some situations to adopt the RFQ process where they will issue a RFQ to those Framework Providers capable of performing the required Services and inviting them within a specified time to submit a completed RFQ for each specific Call-Off Contract to be awarded. The Contracting Body will then choose and place a Call-Off Contract with the Framework Provider which provides the most economical advantageous solution based on the criteria set out in the RFQ, which may be more precisely formulated by the Contracting Body having regard to the requirements of the Call-Off.

#### **Direct Award**

- 1.9 Subject to paragraph 1.1 (above), the Authority or Contracting Bodies may require in some situations to adopt the direct award process which will follow the procedures set out below:
  - 1.9.1 identify all Framework Providers capable of performing the required Services without any amendment to the scope of Services contained within the Framework Agreement;
  - 1.9.2 determine which Framework Provider offering provides the most economical advantageous solution based on information submitted in the tender responses for the Framework Agreement (the "Direct Award Criteria").
- 1.10 If the Authority or Contracting Body decides to place a Call-Off Contract with the Provider under this direct award process the Authority will submit a draft Call-Off Contract to the Provider with the appropriate modification, addition or deletion of clauses to take into account the particular requirements of that award.
- 1.11 Following receipt of a draft Call-Off Contract, the Provider shall:

- 1.11.1 notify the Authority or Contracting Body in writing that it accepts the order for Services by signing and returning the draft Call-Off Contract to the Authority or Contracting Body within one (1) working day or such other time as the Authority or Contracting Body specifies from date of receipt of the draft Call-Off Contract; or
  - 1.11.2 notify the Authority or Contracting Body in writing that it declines to accept the order for Services and provide reasons for the decision within one (1) working day or such other time as the Authority or Contracting Body specifies from date of receipt of the draft Call-Off Contract.
- 1.12 If the Provider:
- 1.12.1 notifies the Authority or Contracting Body that it declines to accept an order for Services; or
  - 1.12.1 the time-limit referred to in paragraph 1.11.1 has expired, then the offer from the Authority or Contracting Body to the Provider shall lapse and the relevant Authority or Contracting Body may offer that order for Services to the next applicable Framework Provider in accordance with the Direct Award Criteria as stated in paragraph 1.9.2.
- 1.13 Not used.
- 1.14 The Provider shall provide the Authority or Contracting Body with the contact details of its nominated representative who is to receive any draft Call-off Contract for Services. It is the responsibility of the Provider to ensure that the Authority or Contracting Body is notified of any changes to its nominated representative.
- 1.15 Notwithstanding the fact that a Contracting Body has followed a procedure as set out in paragraphs 1.3 to 1.12 it shall be entitled at all times to decline to make an award for its Service requirements. Nothing in this Framework Agreement will oblige any Contracting Body to place any order for Services.

## PART D - REQUEST FOR QUOTATION

### Request for Quotation (RFQ)

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A second Commercial Vessel is required from the Defra Framework for The 'provision of offshore vessel charters to support the Marine Management Organisation's (MMO) operations' (the "Agreement").

This RFQ is issued pursuant to the Agreement by (the "Authority"/Contracting Body). By returning this RFQ to the Authority/Contracting Body the Provider offers to provide the services at the prices specified in this RFQ in accordance with the Agreement and the Call-Off Terms and Conditions set out in the Agreement.

If selected by the Authority/Contracting Body, the Provider will receive a draft Call-Off Contract confirming the key details of the services required and a Purchase Order number which will confirm that a Call-Off Contract has been entered into pursuant to the Agreement.

Date of Issue	13 <sup>th</sup> August 2020
RFQ Reference	30174 – Framework Call-off 4
Planned Commencement Date	27 <sup>th</sup> October 2020
Planned Finish Date	28 <sup>th</sup> February 2021 with one option to extend until 30 <sup>th</sup> April 2021
Specification of Requirements (detail the work to be done and outcome required)	As detailed in the RFQ and above.
Specify any particular skills required	As specified in the RfQ and in the framework 'provision of offshore vessel charters to support the Marine Management Organisation's (MMO) operations' and summarised in PART A: THE SERVICES
Specify standards required	As specified in the RfQ and in the framework 'provision of offshore vessel charters to support the Marine Management Organisation's (MMO) operations' and summarised in PART A: THE SERVICES
Technical Requirement required as part of RFQ response	As specified in the RfQ and in the framework 'provision of offshore vessel charters to support the Marine Management Organisation's (MMO) operations' and summarised in PART A: THE SERVICES

[Redacted]

Scoring Mechanism to be applied As defined and applied in the RfQ process 70% technical, 30% commercial

Authority's Name Contact [Redacted] Marine Management Organisation  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

Anticipated location(s) (State primary location of work. Indicate if there will be travel to more than one location) Any sea area in UK waters

Start location (if different to above e.g. if central training required) [Redacted]

The Authority/Contracting Body will notify the chosen Provider by date Defra

Provider Deadline for RFQ response Noon on 21<sup>st</sup> August 2020

**Framework Provider Offer**

Technical Response

As detailed in the RfQ response submitted and held on Defra's e-tendering system

Price (breakdown to be provided in accordance with the requirement)

As detailed in the RfQ response submitted and held on Defra's e-tendering system

Attached at Annex 2, Pricing Matrix

i.e. Hourly Rate / Day Rate

(Providers are reminded that the prices provided in the Framework Agreement are the maximum that can be charged; please refer to Annex 2 of the Framework Agreement)

Other expenses if applicable (include details)

As detailed in the RfQ response submitted and held on Defra's e-tendering system

Attached at Annex 2, Pricing Matrix

Framework Provider Contract Manager



**Commercially Sensitive, Confidential or Additional Information**

The following information shall be deemed Commercially Sensitive Information or Confidential Information:

Price and cost information plus any client tasking or other operational information unless agreed by the client that it may be released.

Additional Information

Guidance: Include details of any Commercially Sensitive Information identified by the Provider and the duration it should be confidential for. This will assist the Authority in respect of compliance with Freedom of Information Act and the section 45 Code published by the Department of Constitutional Affairs.

Signature

Name  
BLOCK  
LETTERS

in

For and on behalf of the Provider

[Redacted Signature Box]

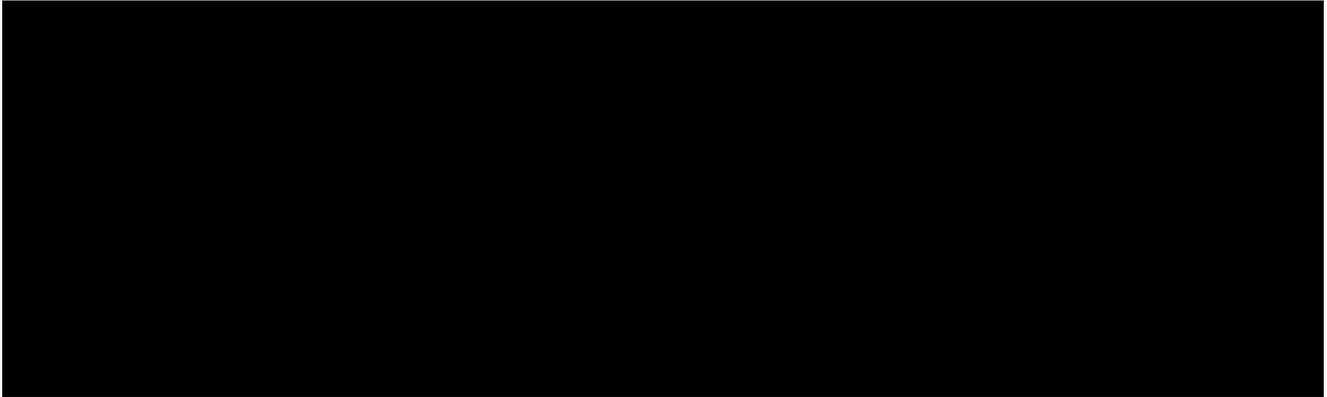
Date

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**FRAMEWORK ANNEX 2**

**PRICING MATRIX**

*[Insert relevant pricing matrices submitted in the Provider's tender for the Services]*



All prices are ex Vat and ex Fuel

Notes

The daily rate per person for accommodation and victualling & harbour dues is fixed and will not change
Rate is inclusive of lubes but excluding fuel
Price is inclusive of lube oil

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**FRAMEWORK ANNEX 3**  
**DRAFT CALL-OFF CONTRACT TEMPLATE**  
**BIMCO SUPPLYTIME 2005**

<p>1. Place and date of Contract Newcastle-upon-Tyne, 14<sup>th</sup> October 2020</p>	<p><b>TIME CHARTER PARTY FOR OFFSHORE SERVICE VESSELS</b>  <b>CODE NAME: SUPPLYTIME 2005</b> <span style="float: right;"><b>PART I</b></span></p>			
<p>2. Owners/place of business (full style, address, e-mail and fax no.) Atlantic Ocean Service Limited [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p>	<p>3. Charterers/place of business (full style, address, e-mail and fax no.) Department of Environment, Food and Rural Affairs [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p>			
<p>4. Vessel's name and IMO number (Annex A) [REDACTED]</p>	<p>5. Date of delivery (Cl. 2(a) and (c)) 29<sup>th</sup> October 2020</p>	<p>6. Cancelling date (Cl. 2(a) and (c)) N/A</p>		
<p>7. Port or place of delivery (Cl. 2(a)) [REDACTED] [REDACTED]</p>	<p>8. Port or place of redelivery/notice of redelivery (Cl.2(d))  (i) Port or place of redelivery [REDACTED] [REDACTED]</p>			
	<p>(ii) Number of days' notice of redelivery N/A</p>			
<p>9. Period of hire (Cl. 1(a)) 4 months</p>	<p>10. Extension of period of hire (optional) (Cl. 1b))</p>			
	<p>(i) Period of extension 2 months</p>			
	<p>(ii) Advance notice of declaration of option (days) 7 days</p>			
<p>11. Automatic extension period to complete voyage or well (Cl. 1 (c))</p>	<p>12. Mobilisation charge (Cl. 2(b)(i)) N/A</p>			
<p>(i) Voyage or well (state which) Voyage</p>	<p>(i) Lump sum N/A</p>			
<p>(ii) Maximum extension period (state number of days)</p>	<p>(ii) When due N/A</p>			
<p>13. Early termination of charter (Cl. 31(a)) N/A</p> <p>(i) State yes, if applicable N/A</p> <p>(ii) If yes, state amount of hire payable N/A</p>	<p>14. Number of days' notice of early termination (Cl. 31(a))</p>	<p>15. Demobilisation charge (lump Sum (Cl. 2(e) and Cl. 31(a))</p>		
			<p>16. Area of operation (Cl. 6(a)) As set out in Framework Agreement and Request for</p>	<p>17. Employment of vessel restricted to (state nature of service(s)) (Cl. 6(a)) As set out in Framework Agreement and Request for</p>

Quotation	Quotation
18. Specialist operations (Cl. 6(a)) As stated in the Specification to the Framework Agreement	19. Bunkers (Cl. 10)
(i) State if vessel may be used for ROV operations N/A	(i) Quantity of bunkers on delivery and redelivery As per Master's figures
(ii) State if vessel may be employed as a diving platform N/A	(ii) Price of bunkers on delivery As per last loaded documented fuel price
	(iii) Price for bunkers on redelivery As per last loaded documented fuel price
	(iv) Fuel specifications and grades for fuel supplied by Charterers As per last loaded documented fuel price

(continued)

**SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels**

**PART I**

20. Charter hire (state rate and currency) (Cl. 12(a), (d) and (e))  As specified in Annex 2		21. Extension hire (if agreed, state rate) (Cl. 12(b))  As specified in Annex 2	
22. Invoicing for hire and other payments (Cl. 12(d))  (i) State whether to be issued in advance or arrears As specified in clause 11 of the Framework Agreement  (ii) State by whom to be issued if other than the party stated in Box 2 As specified in clause 11 of the Framework Agreement  (iii) State to whom to be issued if addressee other than stated in Box 3 As specified in clause 11 of the Framework Agreement		23. Payments (state mode and place of payment; also state beneficiary and bank account) (Cl. 12(e))  As specified in clause 11 of the Framework Agreement	
24. Payment of hire, bunker invoices and disbursements for Charterers' Account (state maximum number of days) (Cl. 12(e)) As specified in clause 11 of the Framework Agreement		25. Interest rate payable (Cl. 12(e)) As specified in clause 11 of the Framework Agreement	26. Maximum audit period (Cl. 12(g)) As specified in clause 24 of the Framework Agreement
27. Meals (state rate agreed) (Cl. 6(c)(i)) As specified in Annex 2	28. Accommodation (state rate agreed) (Cl. 6(c)(i)) As specified in Annex 2	29. Sublet (state amount of daily increment of charter hire) (Cl. 20)  N/A	
30. War Cancellation (indicate countries agreed) (Cl. 23) N/A			
31. General Average (Place of settlement – only to be filled in if other than London) (Cl. 26)			
32. Taxes (Payable by Owners) (Cl. 30)			
33. Breakdown (State period) (Cl. 32(b)(v)) N/A			
34. Dispute resolution (state (a), (b) or (c) of Cl. 34, as agreed; if (c) agreed also state Place of Arbitration) (Cl. 34) N/A - As specified in clause 38 of the Framework Agreement			
35. Numbers of additional clauses covering special provisions, if agreed All terms and conditions of the Framework Agreement are incorporated by reference into this Contract. In the event of any inconsistency between the terms of this Contract and the Framework Agreement the terms and conditions of the Framework Agreement shall take precedence.			

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It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Framework Agreement, the Charter consisting PART I, including addition clauses, if any agreed as stated in Box 35, and PART II as well as ANNEX "A" and ANNEX "B" as annexed to this Charter. In the event of a conflict of conditions, the provision of PART I shall prevail over those of PART II and ANNEX "A" and ANNEX "B" to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
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PART II  
SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

**BIMCO SUPPLYTIME 2005**

PART II  
SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

**Definitions**

"Owners" shall mean the party stated in Box 2.

"Charterers" shall mean the party stated in Box 3.

"Framework Agreement" means the framework agreement dated 28<sup>th</sup> of March 2019 and made between the Charterers (as the Authority) and the Owner (as the Provider).

"RHIB" means any rigid hull inflatable boat used by the Owner to provide the Services.

"Services" has the meaning given to such term in the Framework Agreement.

"Vessel" shall mean the vessel named in Box 4 and with particulars stated in ANNEX "A" and together with any RHIB.

"Working Day" has the meaning given to such term in the Framework Agreement.

[REDACTED]

"Employees" shall mean employees, directors, officers, servants, agents or invitees.

**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) Subject to Clause 12(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 [REDACTED] (whichever is stated in Box 11(i)) in progress, such time not to exceed the period stated in Box 11(ii).

**2. Delivery and Redelivery**

(a) Delivery. [REDACTED] The Vessel shall be delivered by the Owners free of cargo [REDACTED] at any time between the date stated in Box 5 and the date stated in Box 6 at the port or place stated in Box 7 where the Vessel can safely lie always afloat.

[REDACTED]

(c) Cancelling. -If the Vessel is not delivered by 1200 hours local time on the cancelling date stated in Box 6, the Charterers shall be entitled to cancel this Charter Party. However, if the Owners will be unable to deliver the Vessel by the cancelling date, they may give notice in writing to the Charterers at any time prior to the delivery date as stated in Box 5 and shall state in such notice the date by which they will be able to deliver the Vessel. The Charterers may within [REDACTED]-72 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) Redelivery - The Vessel shall be redelivered on the expiration or earlier termination of this Charter Party free of cargo [REDACTED] 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).

[REDACTED]

**3. Condition of Vessel**

(a) The Owners undertake that at the date of delivery under this Charter Party 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.

(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 throughout the period of this Charter Party.

**4. Structural Alterations and Additional Equipment**

At delivery, the Charterers shall inspect the Vessel to check that the Vessel meets the technical requirements set out in the Framework Agreement. If (at the sole and absolute discretion of the Charterers), any structural alterations are required to the Vessel or any additional equipment is required to be installed on the Vessel, in each case to provide the Services in accordance with the Framework Agreement, the [REDACTED] Owner shall, [REDACTED] (upon request of the Charterers) making make such structural alterations to the Vessel or install such [REDACTED] additional equipment as the Charterers may reasonably require [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**6. Employment and Area of Operation**

(a) 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 unit where the Vessel can safely lie always afloat within the Area of Operation as stated in Box 16 which shall always be within International Navigation Limits and which shall in no circumstances be exceeded without prior agreement and adjustment of the Hire and in accordance with such other terms as appropriate to be agreed; provided always that the Charterers do not warrant the safety of any such port or place [REDACTED] but shall exercise due diligence in issuing their orders to the Vessel as if the Vessel were their own property and having regard to her capabilities and the nature of her employment.

[REDACTED] The Charterers shall not have the right to use the Vessel for ROV operations. [REDACTED]

[REDACTED] The Vessel shall not be employed as a diving platform.

(b) Relevant permission and licences from responsible authorities for the Vessel to enter, work in and leave the Area of Operation shall be obtained by the [REDACTED] Owners.

(c) The Vessel's Space. The whole reach and burden and decks of the Vessel shall throughout the Charter Period be at the Charterers' disposal reserving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores. The Charterers shall be entitled to carry, so far as space is available and for their purposes in connection with their operations:

(i) Persons other than crew members, other than fare paying, and for such purposes to make use of the Vessel's available accommodation not being used on the voyage by the Vessel's Crew. The Owners shall provide suitable provisions and requisites for such persons [REDACTED]

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

(iii) [REDACTED]

(iv) [REDACTED]

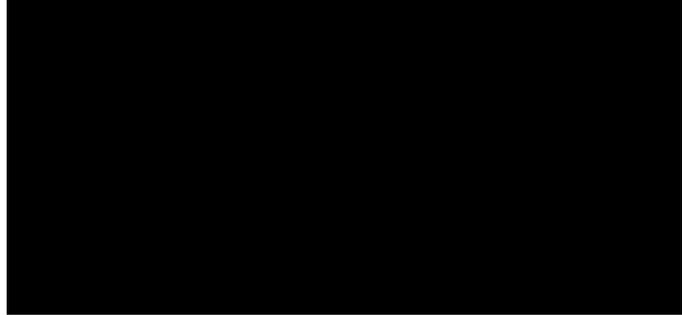
(d) Laying-up of Vessel. The Charterers shall have the option of laying up the Vessel at an agreed safe port or place for all or any portion of the Charter Period in which case the Hire hereunder shall continue to be paid but, if the period of such lay-up exceeds 30 consecutive days, there shall be credited against such Hire the amount which the Owners shall reasonably have saved by way of reduction in expenses and overheads as a result of the lay-up of the Vessel.

(e) As soon as reasonably practicable following the date of this Charter Party and in any event no later than 2 Working Days prior to delivery of the Vessel the Charterers and the Owners shall work together in good faith to agree the details of any operational plans or documents which are necessary for the safe and efficient

operation of the Vessel. All such documents shall be returned to the Charterers on redelivery of the Vessel.

**7. Master and Crew**

(a) (i) The Master shall carry out his 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 Charterer's representative(s) on board the Vessel at any time may require or otherwise as the Charterers Owners may reasonably require in accordance with the Framework Agreement without any obligations of the Charterers to pay to the Owners or the Master, Officers or the Crew of the Vessel any excess or overtime payments. The Charterers shall furnish the Master with all instructions and sailing directions and the Master and Engineer shall keep full and correct logs accessible to the Charterers or their agents



(b) The Vessel's Crew [REDACTED] will connect and disconnect electric cables, fuel, water and pneumatic hoses when placed on board the Vessel [REDACTED]; will operate the machinery on board the Vessel for loading and unloading cargoes; and will hook and unhook cargo on board the Vessel when loading or discharging alongside offshore units. [REDACTED]

(c) If the Charterers have reason to be dissatisfied with the conduct of the Master or any Officer or 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 as soon as reasonably possible make appropriate changes in the appointment.

(d) The entire operation, navigation, and management of the Vessel shall be in the exclusive control and command of the Owners, their Master, Officers and 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 of the Vessel 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.

**8. Owners to Provide**

(a) The Owners shall provide and pay for all provisions, wages and all other expenses of the Master, Officers and Crew; all maintenance and repair of the Vessel's hull, machinery and equipment as specified in ANNEX "A"; also, [REDACTED] all insurance on the Vessel, all dues and charges directly related to the Vessel's flag and/or registration, all deck, cabin and engine room stores, cordage required for ordinary ship's purposes mooring alongside in harbour,

and all fumigation expenses and de-ratisation certificates. The Owners' obligations under this Clause extend to cover all liabilities for consular charges appertaining to the Master, Officers and Crew, customs or import duties arising at any time during the performance of this Charter Party in relation to the personal effects of the Master, Officers and Crew, and in relation to the stores, provisions and other matters as aforesaid which the Owners are to provide and/or pay for and 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.

[REDACTED]

b) While the Vessel is on hire the Owners shall provide and pay for all lubricants, water, dispersants, firefighting foam and transport thereof, port charges, pilotage and boatmen 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,

[REDACTED]

c) At all times the Owners shall (to the extent applicable) provide and pay for cleaning of cargo tanks, all necessary dunnage, uprights and shoring equipment for securing deck cargo, all cordage except as to be provided by the Owners, all ropes, slings and special runners used for loading and discharging, inert gas required for the protection of cargo, and electrodes used for offshore works, special mooring lines to offshore units, wires, nylon spring lines etc. used for offshore works, all hose connections and adaptors, and further, shall refill oxygen/acetylene bottles used for offshore works.

[REDACTED]

**9. Customs duties etc**

a) Owners shall pay for customs duties, all permits, import duties (including costs involved in establishing temporary or permanent importation bonds), and clearance expenses, both for the Vessel and/or equipment, required for or arising out of this Charter Party.

[REDACTED]

In the event that contraband and/or unmanifested drugs and/or cargoes are found to have been shipped as part of the cargo and/or in containers on board, the Vessel shall remain on hire during any time lost as a result thereof. However, if it is established that the Master, Officers and/or Crew are involved in smuggling then any financial security required shall be provided by the Owners.

**10. Bunkers**

(a) Quantity at Delivery/Redelivery. The Vessel shall be delivered with at least the quantity of fuel as stated in Box 19 (i) and the Vessel shall be redelivered with about the same quantity as on delivery, provided always that the quantity of fuels at redelivery is at least sufficient to allow the Vessel to safely reach the nearest port at which fuels of the required type or better are available.

[REDACTED]

(e) Charges. Vessel day rate has been provided exclusive of fuel. Therefore, Owners will ensure that the vessel is sufficiently fuelled for the duration of the contract. All fuel charges will be to Charterers' account and will be supported by valid invoices for fuel supplied during the month. Refer Agreement Annex 2- Pricing Matrix.

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

(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).

[REDACTED]

(ii) 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.

[REDACTED]

(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 [REDACTED] Owners' account, [REDACTED]

[REDACTED]. 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 for the Vessel at the rate stated in Box 20 per day or pro rata for part thereof from the time that the Vessel is delivered to the Charterers until the expiration or earlier termination of this Charter Party.

(b) Extension Hire. If the option to extend the Charter Period under Clause 1(b) is exercised, Hire for such extension shall, unless stated in Box 21, be agreed between the Owners and the Charterers. [REDACTED]

[REDACTED]

The provisions of clause 11 of the Framework Agreement shall apply.

(e) Payments. The provisions of clause 11 of the Framework Agreement shall apply [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(g) Audit. [REDACTED]

[REDACTED]

—The provisions of clause 24 of the Framework Agreement shall apply.

13. **Suspension of Hire**

(a) If as a result of any deficiency of Crew or of the Owners' stores, strike of Master, Officers and Crew, breakdown of machinery, damage to hull or other accidents to the Vessel, the Vessel is prevented from working, 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:

- (iii) deviation from her 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 her cargo, when the expenses resulting from such detention shall be for the Charterers' account howsoever incurred;

(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 shall be limited to suspension of hire, except as provided in Clause 11(a)(iii).

(c) Maintenance and Drydocking. [Redacted]

Where the Period of Hire stated in Box 9 is less than 3 months, the Vessel shall not be drydocked without the prior written consent of the Charterers (save where such dry-docking is necessary for the safe operation of the Vessel). [Redacted]

Where the Period of Hire stated in Box 9 is 3 months or longer the Vessel may be drydocked at regular intervals (such intervals to be agreed between the Owners and the Charterers). [Redacted]

During reasonable voyage time taken in transits between such port and Area of Operation the Vessel shall be on hire and such time shall not be counted against the accumulated maintenance allowance.

Hire shall be suspended during any time taken in maintenance repairs and drydocking in excess of the accumulated maintenance allowance.

In the event of less time being taken by the Owners for repairs and drydocking [Redacted], the Charterers shall, upon expiration or earlier termination of the Charter Party, pay the equivalent of the daily rate of Hire then prevailing in addition to Hire otherwise due under this Charter Party in respect of all such time not so taken or made available.

[Redacted]

14. **Liabilities and Indemnities**

(a) Definitions

For the purpose of this Clause "Owners' Group" shall mean: the Owners, and their contractors and subcontractors, and Employees of any of the foregoing.

For the purpose of this Clause "Charterers' Group" shall mean: the Charterers, any other Government Department or Crown Body, related body or agency, and their contractors, subcontractors, co-venturers and customers (having a contractual relationship with the Charterers, always with respect to the job or project on which the Vessel is employed), and Employees of any of the foregoing.

(b) Knock for Knock

(i) Owners. Notwithstanding anything else contained in this Charter Party excepting Clauses 6(c)(iii), 9(b), 9(e), 9(f), 10(d), 11, 12(f)(iv), 14 (d), 15 (b), 18(c), 26 and 27, the Charterers shall not be responsible for loss of or damage to the property of any member of the Owners' Group, including the Vessel, [Redacted] arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, [Redacted] is caused wholly or partially by the act, neglect, or default of the Charterers' Group, and even if such loss, damage, [Redacted] is caused wholly or partially by unseaworthiness of any vessel; and the Owners shall indemnify, protect, defend and hold harmless the Charterers 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, [Redacted].

(ii) Charterers. Notwithstanding anything else contained in this Charter Party excepting Clause 11, and 15(a), 16 and 26, 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, the property of any member of the Charterers' Group, whether owned or chartered, [Redacted], arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, liability, [Redacted] is caused wholly or partially by the act, neglect or default of the Owners' Group, and even if such loss, damage, liability, [Redacted] is caused wholly or partially by the unseaworthiness of any vessel; and the Charterers shall indemnify, protect, defend and hold harmless the Owners 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, [Redacted].

(c) Consequential Damages.

Neither party shall be liable to the other for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Charter Party, and each party shall protect, defend and indemnify the other from and against all such claims from any member of its Group as defined in Clause 14(a).

"Consequential damages" shall include, but not be limited to, loss of use, loss of profits, shut-in or loss of production and cost of

insurance, whether or not foreseeable at the date of this Charter Party.

(d) 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.

(e) Himalaya Clause.

(i) 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' parent, affiliated, related and subsidiary companies, any other Government Department or Crown Body, related body or agency; the Charterers' contractors, sub-contractors, coventurers and customers (having a contractual relationship with the Charterers, always with respect to the job or project on which the Vessel is employed) ; their respective Employees and their respective underwriters.

(ii) 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' parent, affiliated, related and subsidiary companies, the Owners' contractors, sub-contractors, the Vessel, its Master, Officers and Crew, its registered owner, its operator, its demise charterer(s), their respective Employees and their respective underwriters.

(iii) 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.

[REDACTED]

(g) The Owners shall indemnify and hold harmless the Charterers against any damage or injury (whether fatal or not) arising by reason of or connected with the hire and/or the provision of the Services, but this indemnity shall not apply to damage or injury to the Charterers' representative(s) or their property to the extent that such damage or injury was caused by the gross negligence or wilful default of the Charterers' representative(s) on board. This clause shall apply inter alia to:

(i) All sums paid by the Charterers in settlement of any claim against their officers, servants or agents in respect of such damage or injury.

(ii) All sums which may be paid under any law, statute, regulation, rule, contract or otherwise to any officer, servant or agent of the Charterers or the representative(s) and other persons authorised by the Charterers of any such person in respect of any such damage or injury.

**15. Pollution**

(a) Except as otherwise provided for in Clause 18(c)(iii), 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 and the cost of cleanup or control thereof arising from acts or omissions of the Owners or their personnel which cause or allow discharge, spills or leaks from the Vessel; [REDACTED]

[REDACTED]

**16. Wreck Removal**

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

**17. Insurance**

(a) (i) The Owners shall procure and maintain in effect for the duration of this Charter Party, with reputable insurers, the insurances set forth in ANNEX "B". Policy limits shall not be less than those indicated. Reasonable deductibles are acceptable and shall be for the account of the Owners.

(ii) The Charterers shall ~~upon request~~ be named as co-insured. The Owners shall ~~upon request~~ cause insurers to waive subrogation rights against the Charterers (as encompassed in Clause 14(e)(i)). Co-insurance and/or waivers of subrogation shall be given only insofar as these relate to liabilities which are properly the responsibility of the Owners under the terms of this Charter Party.

(b) The Owners shall upon request furnish the Charterers with copies of certificates of insurance which provide sufficient information to verify that the Owners have complied with the insurance requirements of this Charter Party or terminate this Charter Party.

(c) If the Owners fail to comply with the aforesaid insurance requirements, the Charterers may, without prejudice to any other rights or remedies under this Charter Party, purchase similar coverage and deduct the cost thereof from any payment due to the Owners under this Charter Party.

**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, [REDACTED], the Vessel shall be at liberty to undertake attempts at salvage, it being understood that the Vessel shall be off-hire from the time she leaves port or commences to deviate and she shall remain off-hire until she 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 Owners and the Charterers, after deducting the Master's, Officers' and Crew's share, legal expenses, value of fuel and lubricants 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.

[REDACTED]

**19. Lien**

Not used [REDACTED]

**20. Sublet and Assignment**

[REDACTED]

**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, subject to the Charterers' prior approval which shall not be unreasonably withheld.

**22. BIMCO War Risks Clause "CONWARTIME 2004"**

Not used [REDACTED]

[REDACTED]

[REDACTED]

**23. War Cancellation Clause 2004**  
Either party may cancel this Charter Party on the outbreak of war (whether there be a declaration of war or not)  
(a) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, or,  
(b) between the countries stated in Box 30.

**24. BIMCO Ice Clause for Time Charter Parties**  
Not used [REDACTED]

**25. Epidemic/Fever**  
Not used [REDACTED]

**26. General Average and New Jason Clause**  
General Average shall be adjusted and settled in London unless otherwise stated in Box 31, according to York-Antwerp Rules, 1994. Hire shall not contribute to General Average. [REDACTED]

[REDACTED]

**27. Both-to-Blame Collision Clause**

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Owners in the navigation or the management of the Vessel, the Charterers will not be liable to [REDACTED]-the Owners will hold harmless and indemnify the Charterers [REDACTED] for any loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represent loss of or damage to, or any claim whatsoever of the owners of any goods or personnel carried under this Charter Party paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or the Owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than or in addition to the colliding ships or objects are at fault in respect of a collision or contact.

**28. Health and Safety**

The Owners shall comply with and adhere to all applicable international, national and local regulations pertaining to health and safety, and such Charterers' instructions as may be appended hereto.

**29. 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 as amended from time to time. 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 itself mean that the Owners have failed to exercise due diligence.

**30. Taxes**

Within the day rate the Owners shall be responsible for the taxes stated in Box 32 and the Charterers shall be responsible for all other taxes. In the event of change in the Area of Operation or 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.

**31. Early Termination**

(a) At Charterers' Convenience. The Charterers may terminate this Charter Party at any time by giving the Owners written notice of termination as stated in Box 14, upon expiry of which, this Charter Party will terminate. [REDACTED]

(b) For Cause. If either party becomes informed of the occurrence of any event described in this Clause that party shall so notify the other party promptly in writing and in any case within 3 days after such information is received. If the occurrence has not ceased within 3 days after such notification has been given, this Charter Party may be terminated by either party, without prejudice to any other rights which either party may have, under any of the following circumstances:

- (i) [REDACTED]
- (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. [REDACTED]
- (iii) Bankruptcy. In the event of an order being made or resolution passed for the administration, winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed or if it suspends payment or ceases to carry on business or any such analogous event occurs.
- (iv) Loss of Vessel. If the Vessel is lost or becomes a constructive total loss, or is missing unless the Owners promptly state their intention to provide, and do in fact provide, within 14 days of the Vessel being lost or missing, at the port or place from which the Vessel last sailed (or some other mutually acceptable port or place) a substitute vessel pursuant to Clause 21. 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) Breakdown. If, at any time during the term of this Charter Party a breakdown of the Owners' equipment or Vessel results in the Owners being unable to perform their obligations hereunder with respect to 5% or more of the voyages undertaken or to be undertaken in any 3 month rolling period. [REDACTED]
- (vi) Force Majeure. If a force majeure condition as defined in Clause 32 prevents or hinders the performance of the Charter Party for a period exceeding 15 consecutive days from the time at which the impediment causes the failure to perform if notice is given without delay or, if notice is not given without delay, from the time at which notice thereof reaches the other party.
- (c) For Owners Default. This Charter Party may be terminated by the Charterer, without prejudice to any other rights which the Charterer may have, under any of the following circumstances:



[REDACTED]

The provisions of clause 32 of the Framework Agreement shall apply.

[REDACTED]

**35. Notices**

[REDACTED]

The provisions of clause 26 of the Framework Agreement shall apply.

**36. Headings**

[REDACTED]

The provisions of clause 1.2 of the Framework Agreement shall apply.

**37. Severance**

[REDACTED]

The provisions of clause 30 of the Framework Agreement shall apply.

**38. Entire Agreement**

[REDACTED]

**VESSEL SPECIFICATION**

**1. General**

- (a) Owner: Name: [REDACTED]  
Address: [REDACTED]
- (b) Operator: Name: [REDACTED]  
Address: [REDACTED]
- (c) Vessel's Name: [REDACTED]
- (d) Year built [REDACTED]
- (e) Type: Offshore Service Vessel
- (f) Classification and Society: LR +1A1, Towing & Fire Fighting.
- (g) Flag: UK
- (h) Date of next scheduled drydocking: June 2022

**2. Performance**

- (a) Certified Bollard Pull (Tonnes) 70
- (b) Speed/Consumption (Non-Towing)  
(Approx. Daily Fuel Consumption) (Fair Weather)  
Max Speed: 14 Kts (app.) [REDACTED]  
Service Speed: 11 Kts (app.) [REDACTED]  
Standby (main engines secured)Tonnes
- (c) Approx. Towing/Working Fuel Consumption  
Engine Power 100% N/A Tonnes
- (d) Type(s) and Grade(s) of Fuel Used: Marine Gas Oil

**3. Dimensions and Capacities/Discharge Rates**

- (a) L.O.A. (m): 67.8 Breadth (m):16.0 Depth (m): 6.01  
Max Draught (m): 5.0
- (b) Deadweight (metric tons): 1,666
- (c) \* Cargo Fuel max (m3): 90 /hr at 90m head  
Discharge Rate
- (d) \* Drill Water max (m3): 90 /hr at 90m head
- (e) Potable Water (m3): 90 /hr at 90m head
- (f) Dry Bulk (cu.m): N/A in Tanks \_\_\_\_\_ /hr at \_\_\_\_\_ head
- (g) Liquid Mud (cu.m): N/A /hr at \_\_\_\_\_ head  
(max. SG) \_\_\_\_\_  
State type of recirculation system i.e.  
mechanical agitation, centrifugal pumps etc. \_\_\_\_\_
- (h) Cargo Deck Area (m2): 380 Capacity (m.t.): 1,900

Length (m) x Breadth (m): N/A

Load Bearing Capacity 5 Tm<sup>2</sup>

- (i) Heavy Weight Brine (cu.m): N/A  
(max. SG) \_\_\_\_\_ /hr at \_\_\_\_\_ head
- \*Multipurpose Tanks yes/no: N/A

**4. Machinery**

- (a) BHP Main Engines: 2 x 2,500 Kw
- (b) Engine Builder: MAN
- (c) Number of Engines and Type: Two
- (d) Generators: 2 x 585 kW Scania
- (e) Stabilisers: N/A
- (f) Bow Thruster(s): 1 x 400 kW + 1 x 800 kW Azimuth
- (g) Stern Thruster(s): 1 x 400 kW
- (h) Propellers/Rudders: Two
- (i) Number and Pressure Rating of Bulk Compressors:  
\_\_\_\_\_
- (j) Fuel Oil Metering System: Yes

**5. Towing and Anchor Handling Equipment**

- (a) (i) Stern Roller (Dimensions): 5m
- (ii) Anchor Handling/Towing Winch: 1 x 151T
- (iii) Rig Chain Locker Capacity (linear feet of  
3 in. Chain): N/A
- (iv) Tugger Winches: 2 x 10T
- (v) Chain Stopper Make and Type: McGregor
- (b) (i) Towing Wire: Dynaema
- (ii) Spare Towing Wire: N/A
- (iii) Work Wire: Dynaema
- (iv) Spare Work Wire: N/A
- (v) Other Anchor Handling Equipment  
(e.g. Pelican Hooks, Shackles, Stretchers etc.): N/A  
\_\_\_\_\_  
\_\_\_\_\_

**6. Radio and Navigation Equipment**

- (a) Radios

Single Side Band: Thrane and Thrane SSB  
VHF: 2 x Sailor  
Satcom: Thrane and Thrane

continued

- (b) Electronic Navigation Equipment: Refer to specification sheet
- (c) Gyro: 3 x Anschutz
- (d) Radar: 2 x Furuno
- (e) Autopilot: Anschutz
- (f) Depth Sounder: Furuno

**7. Fire Fighting Equipment**

- (a) Class (FF1, FF2, FF3, other): FF2
- (b) Fixed: 2 x Monitors – 3,600 m<sup>3</sup> hr
- (c) Portable: Refer to specification sheet

**8. Accommodation**

- (a) Crew: 15 x 1 man cabin (b) Passengers: 3 x 2 man cabin

**9. Galley**

- (a) Freezer Space (m3): 26.5
- (b) Cooler (m3): 26.5

**10. Additional Equipment**

- (a) Mooring Equipment: 2 x Anchor and Windlass
- 

- (b) Joystick: 3 x Kongsberg C - Joy

- (c) Other: \_\_\_\_\_
- 

**11. Standby/Survivor Certificate**

Yes/No

Nos: NMD 300

**INSURANCE**

Insurance policies (as applicable) to be procured and maintained by the Owners under Clause 17:

- (1) Marine Hull Insurance. Hull and Machinery Insurance shall be provided with limits equal to those normally carried by the Owners for the Vessel.
- (2) Protection and Indemnity (Marine Liability) Insurance. Protection and Indemnity (P&I) or Marine Liability Insurance with coverage equivalent to the cover provided by members of the International Group of Protection and Indemnity Associations with a limit of cover no less than ██████████ for any one event. The cover shall include liability for collision and damage to fixed and floating objects to the extent not covered by the insurance in (1) above.
- (3) General Third Party Liability Insurance. - To the extent not covered by the insurance in (2) ABOVE, Coverage shall be for:  
 Bodily Injury P&I limits apply per person  
 Property Damage P&I limits apply per occurrence.
- (4) Workmen's Compensation and Employer's Liability Insurance for Employees.  
 To the extent not covered in the insurance in (2) above, covering Owners' employees and other persons for whom Owners are liable as employer pursuant to applicable law for statutory benefits as set out and required by local law in area of operation or area in which the Owners may become legally obliged to pay benefits.
- (5) Comprehensive General Automobile Liability Insurance.  
 Covering all owned, hired and non-owned vehicles, coverage shall be for:  
 Bodily Injury N/A..... According to the local law.  
 Property Damage N/A ..... In an amount equivalent to \_\_\_\_\_  
 single limit per occurrence.
- (6) Such other insurances as may be agreed.

<b>FOR USE BY FINANCE TEAM ONLY</b>	
Category:	VAT Code
Cost Centre Code:	Objective:
Account and Sub Account Code:	Project Code:
Requisition Raised By:	Requisition Number:
Purchase Order Number:	Receipt Number:

## FRAMEWORK ANNEX 4 - CONTRACT MONITORING REQUIREMENTS

Meeting	Activities	Inputs	Outputs	Attendees
<p><b>SERVICE REVIEW</b> <b>National/Regional</b></p> <p><b>Frequency:</b> <b>Monthly</b> <b>Teleconference</b></p>	<p><u>Review of performance.</u> How the Provider has performed. Ensure escalated issues and risks are actioned.</p> <p><u>Call-off Contract Coverage</u> Ensure all work has been agreed prior to start, is covered under the Call-off Contract.</p> <p><u>Financial Management</u> Review spend against plans; resolving any escalated invoicing or payment issues. Review of overall financial risk.</p> <p><u>Capacity Planning</u> Reviewing demand forecasts.</p>	<ul style="list-style-type: none"> <li>•Agenda / minutes of last meeting</li> <li>•Minutes of Contract Review (where appropriate)</li> <li>•Provider's Management Information</li> <li>•Demand Forecast</li> </ul>	<ul style="list-style-type: none"> <li>•Minutes / actions of meeting</li> <li>•Key messages</li> <li>•Rolling forecast of demand</li> </ul>	<p>The Authority/Contracting Body Representative (Chair) -Service Delivery Manager</p> <p>Provider Representative</p> <p>Optional Invitees: The Authority Delivery Lead</p> <p>Health and Safety Adviser</p> <p>Or their nominated deputies</p>

<p><b>CONTRACT REVIEW of National/ Regional</b></p> <p><b>Frequency: Every three months after the commencement of the Call-off award</b></p>	<p><u>Strategic Direction</u> Review the state of the relationship</p> <ul style="list-style-type: none"> <li>• What have been the major successes and or issues?</li> <li>•Where can the relationship improve and apply consistency</li> </ul> <p><u>Relationship Direction</u> Improvements to the service</p> <p><u>Performance Management</u> Monitor the Providers performance against the Performance Management Framework.</p> <p><u>Contract call-off and Administration</u> - Ensure the contract is kept up to date, review list of amendments and/ or issues that need to be resolved.</p>	<ul style="list-style-type: none"> <li>•Agenda / minutes of last meeting</li> <li>•Escalations</li> <li>•Suggested improvements</li> </ul>	<ul style="list-style-type: none"> <li>•Minutes/ actions of meeting</li> <li>•Key messages</li> </ul>	<p>The Authority/Contracting Body Representative (Chair) - Service Delivery Manager</p> <p>Provider Representative Or their nominated deputy</p> <p>Procurement Manager</p> <p>Optional Invitees: The Authority/Contracting Body Service Delivery Lead</p> <p>Health and Safety Adviser</p> <p>Or their nominated deputies</p>
<p><b>Annual Review of Framework Agreement and Call-off contracts with all Framework Providers</b></p> <p>Annual meeting at the end of each performance year.</p>	<p><u>Performance</u> Review of performance across all contracts undertaken.</p> <p><u>Strategic Direction</u> Review the state of the relationship</p> <ul style="list-style-type: none"> <li>•Is the relationship still driving strategic benefits? What have been the major successes and or issues?</li> <li>•Where can the relationship improve to align to the Authority strategy and apply consistency</li> </ul> <p><u>Relationship Direction</u></p>	<ul style="list-style-type: none"> <li>•Agenda / minutes of last meeting</li> <li>•Minutes of Contract Review meetings</li> </ul>	<ul style="list-style-type: none"> <li>•Minutes / actions of meeting</li> <li>•Key messages</li> <li>•Rolling forecast of demand</li> </ul>	<p>Senior Authority/Contracting Body representative</p> <p>Procurement Manager</p> <p>Provider Representative</p> <p>Or their nominated deputy</p> <p>Optional invitees as required</p>

	<ul style="list-style-type: none"><li>•Improvements to the service</li></ul> <u>Future Direction</u> <ul style="list-style-type: none"><li>• Changes/variation to requirement</li><li>• Finance and assessment of variation/s</li></ul>			
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NB. An annual relationship management meeting will be held between the Provider and the Authority.

## FRAMEWORK ANNEX 5 – KEY PERFORMANCE INDICATORS

- 1 The Authority or Contracting Body may define and include in any Call-Off Contract reasonable Key Performance Indicators (KPIs). The KPIs provided in the table below shall apply to all Call-Off Contracts unless otherwise agreed between the Parties.
- 2 The Authority and the MMO or Contracting Body will work closely with the Provider to review performance against the KPIs and if appropriate agree action plans. The use of strong service level agreements accompanied by a proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service.
- 3 KPIs will start to be measured from the month after the commencement of the relevant Call-Off Contract.
- 4 At the end of the first quarter following the commencement of the relevant Call-Off Contract the Provider and the Authority and the MMO or Contracting Body will hold a review meeting to review the effectiveness of the Services.
- 5 The Provider and the Authority and the MMO or Contracting Body will agree to adjust the KPIs set as appropriate, one (1) calendar month before quarterly review meetings, if necessary.
- 6 The Provider and the Authority and the MMO or Contracting Body will formally review performance against the refined KPIs not less than annually.
- 7 The Provider and the Authority and the MMO or Contracting Body will hold a final review meeting at the end of the Framework Agreement or Call-Off Contact period.
- 8 Should either the Provider or the Authority, the MMO or Contracting Body decide to discontinue the Services at any point during the agreed period of either the Framework Agreement or Call-Off Contract, a final review meeting will be held.

### KPI Table

KPI	Measure	KPI description	KPI Rating (1- 3 scale)		
			1	2	3
<b>KPI 1 – Responsiveness</b>	The Provider responds to service requests or issues	The Provider reacts in a timely manner	Below expectations (95% or less of the time)	Meets expectations (96% to 98% of the time)	Exceeds expectations (99% - 100% of the time)
<b>KPI 2 - Service standards</b>	The Provider adheres to all current legislation and regulations in relation to the services they provide under this Framework Agreement (including any Call-Off Contract)	The Provider meets required standards	Below expectations (98% or less of the time)	Meets expectations (99% of the time)	Exceeds expectations (100% of the time)
<b>KPI 3 – Response to resolve notified issues in a timely manner</b>	The Provider provides suitable resolutions to identified issues such as Vessel safety and performance	The Provider provides suitable issue resolution	Strongly disagree	Neutral	Strongly Agree
<b>KPI 4 – Levels of crew seamanship</b>	Vessel crews perform to the standards set out in the relevant standards and personal certification	The Provider provides re-training where unacceptable standards have been identified.	Strongly disagree	Neutral	Strongly Agree
<b>KPI 5 – Vessel Sea Worthiness</b>	Vessel maintained in a state of sea worthiness throughout the Call-Off Contract period	All relevant certification is maintained and can be produced when requested by the MMO	Strongly disagree	Neutral	Strongly Agree
<b>KPI – 6 Performance against budgeted cost</b>	The Provider provides the required Service as set out in the Call-Off Contract	The Provider provides the Service within the agreed price	Strongly disagree	Neutral	Strongly Agree