

Bijlage K

Door aanbesteder vereiste invulling BIMCO Supplytime 2017 Part I contractformulier is in onderstaande tabel opgenomen.

BIMCO SUPPLYTIME 2017	ERRV 1 Van: 01-07-2021 Tot: 30-11-2025 Optioneel: 1^e verlenging tot: 30-11-2027 2^e verlenging tot: 30-11-2029	ERRV 2 Van: 01-07-2022 Tot: 30-11-2025 Optioneel: 1^e verlenging tot: 30-11-2027 2^e verlenging tot: 30-11-2029
Box 1. Place and date of contract	To be determined	
Box 2. Owners/Place of business	To be determined	
Box 3. Charterers/Place of business	Charterer: Rijkswaterstaat Programma's Projecten en Onderhoud T.a.v. Aanbestedingsteam-GWW: mw E. Bremer Kantooradres: Griffioenlaan 2, 3526 LA UTRECHT Postbus 2232, 3500 GE Utrecht	
Box 4. Vessel's name and IMO number	To be determined	To be determined
Box 5. Date of delivery	1 st July 2021	1 st July 2022
Box 6. Cancelling date and time	7 th May 2021	7 th July 2022
Box 7. Port or place of delivery	To be determined	To be determined
Box 8. Port or place of redelivery/notice of redelivery <i>(i) Port or place of redelivery</i> <i>(ii) Number of days' notice of redelivery</i>	(i) To be determined (ii) 14 days	
Box 9. Period of hire	53 (fifty-three) months	41 (forty-one) months
Box 10. Extension of period of hire (optional) <i>(i) Period of extension</i> <i>(ii) Advance notice for declaration of option</i>	2 (two) x 24 (twenty-four) months	2 (two) x 24 (twenty-four) months
Box 11. Automatic extension period to complete voyage or well <i>(i) Voyage or well</i> <i>(ii) Maximum extension period (state number of days)</i>	(i) Voyage (ii) 7 (seven) days	
Box 12. Mobilisation fee <i>(i) Lump sum</i> <i>(ii) When due</i>	(i) Nil (ii) N/A	
Box 13. Early termination of charter <i>(i) State yes, if applicable</i> <i>(ii) If yes, state amount of hire payable</i>	(i) Yes (ii) 50% of the remaining firm period or 50% of the declared options	
Box 14. Number of days' notice of early termination	14 (fourteen) days	

Box 15. Demobilisation fee (lump sum)	Nil	
Box 16. Area of operations	Waters in the North Sea, Wadden Sea, territorial waters of The Netherlands, Germany, Belgium, Great Britain	
Box 17. Employment of vessel restricted to	- Emergency Towing Vessel (Salvage Tug) - Assistance in Search and Rescue operations - General assistance to the Dutch Coast Guard	
Box 18. Specialist operations <i>(i) State if vessel may be used for ROV operations</i> <i>(ii) State if vessel may be employed as a diving platform</i>	(i) No (ii) No	
Box 19. Fuel <i>(i) Quantity of fuel on delivery</i> <i>(ii) Payment method for fuel</i> <i>(iii) Pre-agreed price of fuel</i> <i>(iv) Fuel specifications and grades for fuel</i>	(i) Full (ii) 10(c)ii (iii) As per most recent Bunker Invoice (iv) B50 (50% MGO, 50% HVO)	
Box 20. Charter hire <i>(i) State rate and currency</i> <i>(ii) Exchange rate</i>	(i) to be determined (ii) N/A	(i) to be determined (ii) N/A
Box 21. Extension hire (if agreed, state rate)	As per box 20	
Box 22. Invoicing for hire and other payments <i>(i) State whether to be issued in advance or arrears</i> <i>(ii) State to whom to be issued if other than the party stated in box 2</i> <i>State to whom to be issued if addressee other than stated in box 3</i>	(i) To be issued in arrears at the end of each calendar month (ii) (iii)	
Box 23. Payments	As per details on Owners invoice	
Box 24. Payments of hire, bunker invoices and disbursements for Charterers' account	Within 30 (thirty) days after receipt of invoice	
Box 25. Interest rate payable	As stipulated by the EB: www.wettelijkrente.net/wettelijkrente1.aspx	
Box 26. Maximum audit period	1 (one) year	
Box 27. Meals	Nil	
Box 28. Accommodation	Nil	
Box 29. Sublet	N/A	
Box 30. War cancellation	N/A	
Box 31. Taxes	Owners are liable to pay any income, profit, payroll and other taxes and imposed on them, their Master, Officers and crew in the place of residence of the Owners, Master, Officers and crew as well as in the place of registration of the Vessel.	
Box 32. Off-hire <i>(i) Single consecutive</i> <i>(ii) Combined</i>	(i) Twenty Four (24) hours, in every running period of Thirty (30) days (ii) Forty Eight (48) hours	

Box 33. Dispute resolution	(d) This Charter Party is to be governed by Dutch Law, Any dispute arising out of, or in connection to, the Charter Party shall be referred to arbitration in Rotterdam, in accordance with UNUM arbitration rules (www.unum.world/arbitration)
Box 34. Numer of additional clauses covering special provisions,if agreed	Clauses as stipulated in Annex "C", Requirements specification of the Charterer, "Vraagspecificatie Dienstverlening Noodsleephulp op het zuidelijke deel van de Nederlandse Noordzee ter bewaking van de scheepvaartveiligheid in dat gebied, Zaaknummer: 31164067, november 2020, versie 1.0" (written in Dutch language). Wherever the contents of Annex "C" are in conflict with any of the content in Part II of this Charter Party, the Annex "C" prevails. Annex "A" Vessel specification Requirements to vessel specification according to Annex "C" apply. Door aanbesteder vereiste buiten werking stelling BIMCO Supplytime 2005 Part II, clauses in Part II (dikgedrukt en doorgehaald hieronder) of toegevoegde clauses (dikgedrukt hieronder): 6 (d) (iii) (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. 9 (a) While the Vessel is on hire the Charterers ~~shall provide~~ and pay for all fuel (Fuel to be arranged by Owners but paid by Charterers) 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). 10 (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)(i) or 10(c)(ii) below, as indicated in Box 19(ii). If Box 19(ii) is left blank, Subclause 10(c)(i) shall apply. ~~(i) The Charterers shall purchase and pay the Owners for all the fuel on board at the time of delivery at the substantiated price paid by the Owners at the last loading of fuel and the Owners shall purchase and credit the Charterers for all the fuel on board at the time of redelivery at the substantiated price paid by the Charterers at the last loading of fuel. The quantities of fuel shall be those recorded on the Vessel's delivery and redelivery surveys (see Clause 5 (Surveys, Audits and Inspections)); or~~ (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 by reference to the delivery and redelivery surveys (see Clause 5 (Surveys, Audits and Inspections)). 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 9(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.

10 (d) Loading of fuel – The **Owners Charterers** shall supply fuel **(but for Charterers to pay)** 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.

13 (a) (ii) 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, **including outbreaks of Covid-19 or other infectious diseases;**

18 ~~(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.~~

20. Sublet and Assignment

~~(a) Charterers—The Charterers shall have the option of subletting, assigning or loaning the Vessel to 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.~~

~~37 (a)* This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.~~

~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of the sole arbitrator shall be binding on both Parties as if he had been appointed by agreement.~~

~~Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the Parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~

~~(b)* This Charter Party shall be governed by U.S. maritime law or, if this Charter Party is not a maritime contract under U.S. law, by the laws of the State of New York. Any dispute arising out of or in connection with this Charter Party shall be referred to three (3) persons at New York, one to be appointed by each of the Parties hereto, and the third by the two so chosen. The decision of the arbitrators or any two of them shall be final, and for the purposes of enforcing any award, judgment may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the SMA Rules current as of the date of this Charter Party.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the Parties may agree) the arbitration shall be conducted in accordance with the SMA Rules for Shortened Arbitration Procedure current as of the date of this Charter Party.~~

~~(c)* This Charter Party shall be governed by and construed in~~

	~~accordance with Singapore**/English** law.~~ ~~Any dispute arising out of or in connection with this Charter Party, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore in accordance with the Singapore International Arbitration Act (Chapter 143A) and any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~ ~~The arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration (SCMA) current at the time when the arbitration proceedings are commenced.~~ ~~The reference to arbitration of disputes under this Clause shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator and give notice that it has done so within fourteen (14) calendar days of that notice and stating that it will appoint its own arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both Parties as if he had been appointed by agreement.~~ ~~Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.~~ ~~In cases where neither the claim nor any counterclaim exceeds the sum of USD 75,000 (or such other sum as the Parties may agree) the arbitration shall be conducted before a single arbitrator in accordance with the SCMA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~ ~~**Delete whichever does not apply. If neither or both are deleted, then English law shall apply by default.~~ 43. Owners shall deliver the vessel and it's crew proven free of Covid-19 upon delivery by means of testing. Owners shall deliver a statement as per above to Charterers upon delivery of the vessel. Costs relating to additional wages due to Covid-19, will be for Owners account.
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