



सत्यमेव जयते

भारत सरकार / GOVERNMENT OF INDIA

पोत परिवहन मंत्रालय / MINISTRY OF SHIPPING

नौवहन महानिदेशालय / DIRECTORATE GENERAL OF SHIPPING

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F.No. 16/CR/4/2009-Vol-IV

Dated: 11.01.19

### Merchant Shipping Notice No. 01 of 2019

**Subject:** Implementation of the Merchant Shipping (Maritime Labour) Rules 2016- the inspection and certification of the maritime labour conditions on Indian ships;  
(i) of less than 500 GRT including Indian River Sea vessels (DGS order 18 of 2013 as amended) and Indian Coastal Vessels (DGS Order 01 of 2014 as amended) and  
(ii) River Sea vessels Type-1 irrespective of their GT-reg.

1. In exercise of the powers conferred by section 218A, read with section 457, of the Merchant Shipping Act, 1958 (44 of 1958), as amended, the Central Government' having regard to the provisions of the Maritime Labour Convention, has notified the Merchant Shipping (Maritime- labour) Rules, 2016, which came into force with effect from 29.02.16 vide the Ministry of Shipping, Govt. of India's Notification G.R.F' 202 (E) dated 29.02.16.

2 Accordingly, the Directorate General of Shipping, Govt. of India, through its M S Notice 16 of 2016 dated 08/12/2016, had laid down an elaborate and comprehensive administrative mechanism for the inspection and certification for Indian Ships of GRT 500 MT and above and its M.S. Notice No. 09 of 2017 for Indian ships of GRT below 500 MT and Indian ships registered under DG Shipping Order 18 of 2013 (Indian River Sea vessels) and DG Shipping Order 01 of 2014 (Indian Coastal vessels) as amended, in line with the MLC-2006.

3. Further, considering the representations from Indian shipowners associations and other small operators about the difficulties to implement the provisions of the said M.S. Notice 09 of 2017 and to further relax them, following guidelines/processes are now to be followed by the owners of the ships of less than 500 GRT, Indian River Sea Vessel, covered in DGS Order 18 of 2013 as amended, and Indian Coastal Vessel, covered in DGS Order 01 of 2014 as amended and River Sea vessels Type-1 irrespective of their GT:

## Guidelines

1. The owners of the aforesaid categories of the ships need not apply separately to the respective registrar of the vessels i.e. Mercantile Marine Department (MMD) for the issuance of the "Declaration of Maritime Labour Compliance Part -I "(DMLC part-I)". **Annexure-I** to this Notice shall serve as the DMLC Part I required to be issued by the Maritime Administration.
2. The ship owners shall make the "Declaration of Maritime Compliance (DMLC) Part -II" in the format given in **Annexure II** to this Notice. A copy of such completed and duly signed "DMLC Part-II" by the ship owner shall be submitted to the registrar of the ships along with the copies of the "financial securities" Rule 12 and rule 19 of Merchant Shipping (Maritime Labour) Rules 2016. The original "DMLC Part II" shall be placed on board the ship. The Surveyor /Inspector from the Recognised Organisation (RO) shall, at the time of the inspection, ensure that the said declaration is available on board in original duly signed/stamped by the ship owner or its representative.
3. On board compliance verification Inspection shall be carried out by the RO in accordance with the Check List given in the "**Part A**" of the **Annexure 3** to this Notice. Minimum two inspections shall be carried out in any five years period with interval between two inspections not exceeding 3 years. It is expected that in due course of time, the Inspection and Certification regime described in this notice will get harmonised with the intermediate and renewal statutory and class surveys of the ships.
4. On satisfactory completion of the inspection, the surveyor/inspector shall endorse and stamp the "**Statement of Compliance**", given in **Part B of the Annex 3** to this notice. The validity of the "Statement of Compliance" shall be five years from the date of the completion of the inspection.
6. The "statement of compliance" already issued to the ships (of GRT less than 500 and RS Type 1 vessels) in accordance with MS Notice 09 of 2017 shall continue to be valid till the due date of next Intermediate or renewal statutory/class survey of the ship as the case maybe.
7. The ships ( of GRT less than 500 and RS Type 1 vessels) which have not been inspected in accordance with the MS Notice 09 of 2017 shall offer their ships for inspection in accordance with this notice at the time of next annual/intermediate/renewal statutory/class survey, as applicable.
8. During the Flag State Inspection of the ships, the compliance with the provisions of this notice shall be verified by the attending surveyor.
9. Recognised Organisation referred above include such ROs, whom DGS, GoI has formally authorised through a mutual agreement. As on-date, names of such authorised ROs are:
  - a) Indian register of Shipping
  - b) Llyods Register Group Limited
  - c) Bureau Veritas
  - d) American Bureau of Shipping
  - e) Nippon Kaiji Kyokai
  - f) Korean register of Shipping

- g) RINA services S.P.A
- h) DNV GL AS

10. The guidelines and procedures laid down in the M.S. Notice 09 of 2017 dated 16/11/2017, issued by the Directorate General of Shipping, Govt. of India, shall continue to be applicable to:

- (i) Indian River Sea Vessel Type 2, 3 and 4 (DGS Order 18 of 2013 as amended) of 500 GT and above; and
- (ii) Indian Coastal Vessel (DGS Order 01 of 2014 as amended) of 500 GRT and above.

11. This issues with the approval of the Director General of Shipping, Gol.



(S. Barguzer)

Dy. Director General of Shipping (Crew)

Encl.:

1. Annexure 1: "DMLC Part I (Flag state guidelines)
2. Annexure 2: "DMLC Part II (Declaration by shipowner)
3. Annexure 3: "Inspection check list (Part A) & "Statement of Compliance "(Part B)

## Annexure 1

### **Declaration of Maritime Labour Compliance Part- 1**

(Annexure 1 shall be read in conjunction with Annexure 3- Check list (Part A) to the M.S. Notice 01 of 2019.)

1. **Minimum age** [Rule 4 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:
  - a) No person under 16 years of age shall be engaged or carried to sea to work in any capacity in any ship.
  - b) A 'young person' means any seafarer between the age of 16 and 18 years.
  - c) 'Night' shall cover a period of at least nine hours starting from 2100 hours and ending at 0600 hours of the time zone at the location of the ship
  - d) Night work for young person is prohibited with the following exceptions;
    - i. for structured training with established programs and schedules approved by the D G Shipping.
    - ii. for those specific types of works or an approved training programme which are scheduled to be carried out at night only. These types of work shall be decided by the D G Shipping considering the well being of the young persons.
  - e) Young person shall not be engaged or employed for carrying out the following hazardous works which may jeopardize the health of such young persons;
    - i. Operating power machines, hoists, cranes or acting as signalers for the operators of such machines.
    - ii. Attending to afloat works and work on deck during foul and heavy weathers.
    - iii. Entry into boilers, tanks cofferdams and confined spaces.
    - iv. Rigging
    - v. Lifting, moving or carrying heavy loads.
    - vi. Exposure to toxic/ radioactive and other dangerous /hazardous substances.
    - vii. Entrusting any other work which have been declared as hazardous work by the Director General.
2. **Medical certification** [Rule 5 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:
  - a) Any seafarer including young person employed on board a ship shall hold a valid medical certificate declaring him/her to be medically fit to carry out duties on board a ship.
  - b) The medical fitness certificate shall be issued by a doctor approved by D G Shipping and shall be
    - i. issued in accordance with the M.S.(Medical Examination) Rules 2000, as amended, issued by the GOI and shall be in compliance with STCW 2010 & ILO/WHO guidelines for conducting Pre sea and periodic medical fitness examination for Seafarers and also Merchant Shipping (Maritime Labour) Rules, 2016.
    - ii. The certificate shall be valid for a maximum period of 2 years and for young person the same shall be valid for one year. The certificate for colour blindness shall be valid for a maximum period of 6 years.
  - c) Where D G Shipping approved doctor is not available, an appropriate medical fitness certificate may be issued:
    - by a hospital/medical facility run by Central/State Govt. or
    - by a hospital/medical facility run by the Port Trust.
  - d) In exceptional and urgent circumstances the seafarers including young persons are allowed to sail/serve on the vessel for a maximum period of 90 days without a valid medical certificate within which periods the seafarer/young person has to obtain a valid medical certificate. The seafarer/ young person shall also possess a recently expired medical certificate of 90 days in such cases.
3. **Qualification of seafarers** [Rule 6 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:
  - a) all seafarers working on board any ship shall be trained or certified as competent or otherwise qualified to perform their duties.
  - b) any seafarer shall be permitted to work onboard a ship only after successfully completing training for personal safety on board.
  - c) Qualification, Training and certification of the seafarers shall be as prescribed by the Directorate General of Shipping, Government of India.

**4. Use of any licensed or certificated or regulated private recruitment and placement service** [Rule 7 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:

Recruitment and placement of Indian seafarers shall be in accordance with the Merchant Shipping (Recruitment and placements of Seafarers) Rule, 2016 and the Merchant Shipping (Maritime Labour) Rules, 2016 made under the Merchant Shipping Act, 1958, as amended.

**5. Seafarers' employment agreement** [Rule 8 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:

- a) Ship owner or its licensed recruitment and placement service provider shall sign the articles of agreement, where applicable, with the seafarer and deposit/upload the same with the appropriate authority within the time limit as specified by the Director General of Shipping.
- b) The further "Terms and Conditions" (T & C) of the employment of seafarers on board ship shall be stipulated in:
  - 1) Seafarers' Employment Agreement (SEA) or
  - 2) Collective bargaining agreement (CBA), where applicable or
  - 3) "Rules of Employment" of the Central/State Govt. agency/Port trust, where applicable, or
  - 4) Any other form of the employment agreement acceptable to D G Shipping.
- c) "Terms and conditions" of employment shall be signed by both the seafarer and the ship owner or a representative of the ship owner or where they are not employees, evidence of contractual or similar arrangements providing them with decent working and living conditions on board the ship as required by the Act/ rules/circulars/notices issued by Directorate General of Shipping, GoI thereunder.
- d) Seafarers shall be given an opportunity to examine and seek advice on the "T & C" of employment before signing, and such other facilities as are necessary to ensure that they have freely entered into an agreement with a sufficient understanding of their rights and responsibilities. The ship owner and seafarer concerned shall each have a signed original of the SEA.
- e) SEA, where applicable, shall in all cases contain the particulars specified in sub rule 5 of Rule 8 of M.S. (Maritime labour) Rules;
- f) Where a CBA or "rules of employment" in full or part forms part of "T & C" of employment of seafarer, a copy (in English) of the CBA or "rules of employment" as the case may be, shall be made available on board.
- g) the ship owner shall ensure that clear information as to the "T & C" of the employment is easily obtained on board by seafarers, including the master of the ship and that such information including a copy of the seafarers' employment agreement is accessible to the Director General of Shipping or any other entity so notified including port state authorities in ports to be visited.
- h) at the end of, or termination of, contract, every seafarer's continuous discharge certificate, where applicable, shall be endorsed with record of employment on board the ship;
- i) Minimum period of notice to be given by the seafarers and ship owners for the early termination of a seafarers' employment agreement shall be in accordance with the CBA or SEA or "employment rules", but in any case shall not be shorter than seven days. A period of notice shorter than seven days may be given in circumstances which are recognised under the CBA/SEA/employment rules, as applicable, as justifying termination of the employment agreement at shorter notice or without notice and in determining these circumstances, it shall be ensured by the ship owner that the need of the seafarer to terminate, without penalty, the employment agreement on shorter notice or without notice for compassionate or other urgent reasons is taken into account.
- j) Seafarers' entitlement for compensation from the ship owner in case of injury, loss or unemployment arising from loss of the ship or foundering shall be specified in the "T & C" of employment. (CBA/SEA/employment rules, as the case may be).

**6. Hours of work or rest** [Rule 10 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:

- (1) The normal working hours standard for seafarers shall not exceed an eight-hour day with one-day rest per week and rest on public holidays as per "T & C" of the employment of the seafarer.
- (2) The ship owner shall adopt minimum hours of the rest which shall be not less than ten hours in any twenty-four hour period.
- (3) Minimum ten hours of rest may be divided into no more than two periods, one of which shall be at least six hours in length and the interval between consecutive periods of rest shall not exceed fourteen hours.

- (5) When a seafarer is on call, such as when a machinery space is unattended, the seafarer shall have an adequate compensatory rest period if the normal period of rest is disturbed by call-outs to work.
- (6) The ship owner shall, as far as practical, ensure the posting, in an easily accessible place, of a table with the shipboard working arrangements showing the schedule of service at sea and service in port. The Ship owner shall maintain a record of Seafarers' daily hours of rest in an appropriate format.
- (7)(a) Nothing shall prevent the right of the master of a ship to require a seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea;
- (b) In accordance with the provisions of clause (a), the master may suspend the schedule of hours of work or hours of rest and require a seafarer to perform any hours of work necessary until the normal situation has been restored;
- (c) As soon as practicable, after the normal situation has been restored, the master shall ensure that any seafarers who have performed work in a scheduled rest period are provided with an adequate period of rest.
- (8) The ship owner shall establish the following operational parameters and practices to ensure that seafarers are provided with the adequate leave, namely:-
  - (a) Seafarers employed on ships shall be given paid annual leave of at least 2.5 calendar days per month of employment or pro rata;
  - (b) Seafarers shall be granted shore leave of adequate period to safe-guard their health and well-being and with the operational requirements of their positions.
- (9) Any agreement to forgo the minimum annual leave with pay specified in this rule, except in cases provided for by the Director General, shall be prohibited; provided that, the division of annual leave into parts, or the accumulation of such annual leave due in respect of one year together with a subsequent period of leave is authorized subject to mutual agreement between the ship owner and the seafarer concerned.

**7. Manning levels for the ship (Regulation 2.7) [Rule 14 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:**

The ship owner shall ensure that each ship shall be manned as per the safe manning document issued by Mercantile Marine Department from time to time, by a crew that is adequate, in terms of size and qualifications, and manned by a crew so that the ships are operated safely, efficiently and with due regard to security under all conditions, taking into account concerns about seafarer fatigue and the particular nature and conditions of the voyage. The ship owner shall also ensure that provisions of Rule 17 with regards to food and catering are complied with.

**8. Accommodation [Rule 16 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:**

1. Ship constructed before 09<sup>th</sup> October, 2016 shall have an approved accommodation plan, where applicable.
2. For ships constructed on or after 9<sup>th</sup> October, 2016, the guidelines issued by the D G Shipping shall be complied with.
3. For Indian River Sea Vessels Annex 4 of RSV Notification 18 of 2013 and for Indian Coastal Vessels, Annex 3 of Coastal Vessel Rules Notification 01 of 2014, as amended, shall be applicable.
4. Fortnightly inspections along with documentation shall be carried out by the Master or his representative on board to ensure that the seafarers' accommodation is clean, decently habitable and maintained as per the requirements of. M.S. (Maritime Labour) Rules, 2016.

**9. On-board recreation facilities [Rule 16 of Govt. of India's Merchant Shipping (Maritime Labour) Rule 2016]:**

As far as practicable, recreational facilities including but not limited to television, showing of films, magazines, sports equipments, internet & e-mail, communication facility, library etc shall be provided at no cost to the seafarers. Ships may be exempted from the above requirements where the seafarers do not stay overnight on board or the crew is employed in periodic shifts with suitable facility provided ashore.

**10. Food & catering [Rule 17 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:**

- a) The ship owner shall provide variety food of required quality, quantity and nutritional value and water, including drinking water which covers the requirement of the complement on board the ship, their religious requirements and cultural practices pertaining to food, duration and nature of voyage.
- b) The ship owner shall ensure that the food and water including drinking water is provided to the seafarers free of charge during the period of engagement.
- c) The ship owner shall ensure that the seafarers, who are engaged as cooks of the ship, where the Specified Safe Manning (as per minimum safe manning document issued by administration) of the vessel is 10 or more, are in possession of the Certificate of Competency of Cook, issued by Directorate General of

Shipping. No seafarer under the age of eighteen shall be employed or engaged or work as a cook with the ship.

- d) Catering staff shall be trained or instructed for their positions on board ship.
- e) Documented inspections shall be carried out on board the ships with an interval of 15 days, by or under the authority of the master, with respect to:
  - i. Supplies of food and drinking water:
  - ii. All spaces and equipment used for the storage and handling of food and drinking water; and
  - iii. Galley and other equipment for the preparation and services of meals.
- f) Adequate shore based catering arrangement made by the shipowners for the seafarers employed on board shall be considered a substantial equivalent for requirement listed under

**11. Health and safety and accident prevention [Rule 20 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:**

- a) Ship owners shall provide reasonable precautions to prevent occupational accidents, injuries and diseases on board ships including measures to reduce and prevent the risk of exposure to harmful levels of ambient factors and chemicals as well as risk of injury or diseases that may occur from the use of equipment and machineries on board ships as the laid down procedures in SMS (where applicable).
- b) Ship owners shall report the details of occupation accidents, injuries occurred on board the ships in accordance with the relevant section of M. S. Act 1958 as amended.
- c) Ship owners shall ensure that the master and another designated officer on board is delegated with the responsibility for the implementation of and compliance with the ship's occupational safety and health, and related programme policy and in order to promote occupational safety, health awareness on board, a "Safety Meeting" is held at least once monthly, if there are six or more Seafarers on board. The record of such meetings shall be maintained on board.
- d) Ship owners shall ensure that the safety and health of young person's on board are adequately taken care of as per the relevant provision of M.S. Act 1958 as amended.

**12. On-board medical care [Rule 18 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:**

- 1) The ship owner shall adopt such measures for providing protection of health and medical care, including essential dental care, at no cost to the seafarers working on board a ship and,
  - a) ensure the application to seafarers, of any general provisions on occupational protection of health and medical care relevant to their duties, and of special provisions specific to work on board ship whilst working on board;
  - b) ensure that seafarers are given protection of health and medical care including prompt access to the necessary medicines, medical equipment in accordance with the provisions of the Merchant Shipping (Medicine, Medical stores appliances and First Aid Equipment) Rules, 1994, and facilities for diagnosis and treatment and to medical information and expertise;
  - c) give seafarers the right to visit a qualified medical practitioner or dentist without delay in ports of call, where practicable, at no cost to the seafarer and ensure that the medical care and protection of health services are not limited to treatment of sick or injured seafarers but include measures of a preventive character such as health promotion and health education programmes.
- 2) Ships to which Merchant Shipping (Carriage of Medical Officers) Rules, 1961 apply shall carry medical practitioner on board. The ship which does not carry a medical practitioner shall be required to have at least one seafarer on board with approved first-aid training on board the ship.
- 3) The ship owner shall ensure by a prearranged system that an appropriate medical advice-including specialist advice is available to ships at sea on all twenty-four hours of a day at no cost to the seafarer.

**13. On-board complaint procedures [Rule 26 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:**

- a. The ship owners shall adopt on board complaint procedures to enable an aggrieved seafarer serving on board the ship to submit complaint to his Head of Department on board or directly to the Master, which shall be immediately and formally acknowledged by the Head of Department/Master to the seafarer concerned. A seafarer shall, at all times, have the unequivocal right to be accompanied and to be represented by another seafarer of his choice on board the ship concerned, while making the complaint or for the follow - up thereon.
- b. If the seafarer's complaint cannot be solved to the satisfaction of the seafarer within a prescribed time limit, the Master shall take up the matter with the RPSL agent/Company for the resolution of the matter.

- c. If the complaint is not unresolved to the satisfaction of the seafarer within a period one month of receipt of complaint, the seafarer shall have the right to approach the competent authority, through the grievance redressal mechanism as may be issued by the Director General from time to time.
- d. In all such cases, seafarers shall also have the right to file their complaints directly with RPSL agent/ company or the competent authority that the seafarers may consider appropriate for the purpose

**14. Payment of wages** [Rule 9 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:

- 1) The ship owner shall make payments due to seafarers working on board their ships at no greater than monthly intervals.
- 2) The ship owner shall ensure that the seafarers are given a monthly account of the payments due and the amounts paid, including wages.
- 3) The ship owner shall take measures to provide seafarers with a means to transmit all or part of their earnings to their families or dependents or legal beneficiaries.
- 4) The ship owner shall formulate measures to ensure that seafarers are able to transmit their earnings to their families which include:-
  - a. a system for enabling seafarers, at the time of their entering employment or during it, to allot, if they so desire, a proportion of their wages for remittance at regular intervals to their families by bank transfers or similar means;
  - b. a requirement that allotments shall be remitted in due time and directly to the person or persons nominated by the seafarers;
  - c. any charge for the service under sub clauses (a) and (b) of sub-rule (4) shall be reasonable in amount.
- 5) The wages payable to the seafarers shall be in accordance with the "Terms & Conditions" of the seafarers' employment agreement.

**15. Financial Security for repatriation** [Rule 12 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:

1. Ship owner shall provide financial security as in rule 12 of the Merchant Shipping (Maritime Labour Rules)-2016 and place the evidence of such financial security on-board as in Form- 1 of Merchant Shipping (Maritime Labour Rules)-2016 or any other Form acceptable to D G shipping.
2. The ship owner shall ensure that seafarer on their ships are repatriated in the following circumstances without any cost to the seafarers, namely:-
  - a. if the seafarers' employment agreement expires ;
  - b. when the seafarers' employment agreement is terminated by the ship owner; or by the seafarer; for justified reasons, as per the "T & C" of the seafarer employment; and also
  - c. when the seafarers are no longer able to carry out their duties or cannot be expected to carry them out in the specific circumstances, as per "T & C" of the employment agreement;
  - d. on compassionate grounds as per the "T & C" of the seafarer employment agreement;
3. In the event of their abandonment, a seafarer shall be deemed to have been abandoned where, in violation of the requirements of the act or the rules or the terms of the seafarers' employment agreement, the ship owner fails to cover the cost of the seafarer's repatriation; or has left the seafarer without the necessary maintenance and support (including adequate food, accommodation, drinking water supplies, essential fuel for survival on board the ship and necessary medical care.); or has otherwise unilaterally severed their ties with the seafarer including failure to pay contractual wages for a period of at least two months.
4. Ship owner shall ensure that there are appropriate provisions in the "T & C" of the seafarers employment agreement, specifying:-the circumstances in which seafarers are entitled to repatriation in accordance with the provisions of sub clauses 2 (b) and (c) above.
  - a) the maximum duration of service periods on board following which a seafarer is entitled to repatriation – which shall not be more than twelve months; and
  - b) the precise entitlements to be accorded by ship owners for repatriation including those relating to the destinations of repatriation, the mode of transport, the items of expense to be covered and other arrangements to be made by ship owners.
5. Ship owner shall not make any provision requiring that seafarers make an advance payment towards the cost of repatriation at the beginning of their employment, and also from recovering the cost of repatriation from the wages of seafarers' or other entitlements except where the seafarer has been found, as per the applicable "T & C" of the seafarers' employment agreement, to be in default of the seafarer's employment obligations.
6. Financial security system shall be sufficient to cover the following, namely:-

- a. outstanding wages and other entitlements due from the ship owner to the seafarer under the "T & C" of employment, limited to two months of any such outstanding wages and two months of any such outstanding entitlements;
- b. all expenses reasonably incurred by the seafarer, including the cost of repatriation referred below, the essential needs of the seafarer including such items, namely, a adequate food, clothing where necessary, accommodation, drinking water, essential fuel for survival on board the ship, necessary medical care and any other reasonable costs or charges from the act or omission constituting the abandonment until the seafarer's arrival at home
7. Cost of repatriation shall cover travel by appropriate and expeditious means, and include provision for food and accommodation of the seafarers from the time of leaving the ship until arrival at the seafarer's home, necessary medical care, passage and transport of personal effect and any other reasonable costs or charges arising from the abandonment.
8. The financial security shall not cease before the end of the period of validity of the financial security.
9. A copy of the certificate of financial security for repatriation shall be submitted to the registrar of the ship, for verification and record.
10. The certificate of financial security may either be obtained from the members of the International Group of P& I Clubs or from any of the Non-IG P&I Clubs approved by the Directorate General of Shipping, GoI or from any Indian insurance companies or any other entity approved by D G shipping in order to cover all the required claims of seafarers under the M.S.(Maritime Labour) Rules, 2016.
11. The financial security shall provide direct access to, sufficient coverage and expedited financial assistance to any abandoned seafarer.
12. Financial security should be encashable/*payable*, if required, under the direction of the registrar of ships, in case a ship owner is absconding or does not take up the due responsibilities for the payment of wages/repatriation.

**16. Financial security relating to ship owners' liability [Rule 19 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:**

1. The ship owner shall provide a system of financial security to assure compensation in the event of the death or long-term disability of seafarers due to an occupational injury, illness or hazard, as set out in the "T & C" of the seafarers' employment agreement, as in rule 19 of the Merchant Shipping (Maritime Labour) Rules-2016 and place the evidence of such financial security on-board as in Form- 2 of Merchant Shipping (Maritime Labour) Rules-2016 ;
2. The shipowner shall ensure that the system of financial security meet the following minimum requirements, namely:
  - i. the contractual compensation, as set out in the seafarers' "T & C" of the employment agreement and without prejudice to sub-paragraph iii. below, shall be paid in full and without delay;
  - ii. there shall be no demand to accept a payment less than the contractual amount;
  - iii. whereas the nature of the long-term disability of a seafarers makes it difficult to assess the full compensation to which the seafarers may be entitled, an interim payment shall be made to the seafarers so as to avoid undue hardship;
  - iv. the seafarers shall receive payment in accordance with the provisions of the Rule 19 Merchant Shipping (Maritime Labour) Rules, 2016 without prejudice to other legal rights; and
  - v. the claim for concerned compensation may be brought directly by the seafarers concerned, or their next of kin, or a representative of the seafarers or designated beneficiary or by Registrar of ships.
  - vi. The certificate or documentary evidence of financial security shall contain the following information and it shall be in English or accompanied by an English translation:
    - a. Name of the ship;
    - b. Port of registry of the ship;
    - c. Call sign of the ship;
    - d. International Maritime Organization number of the ship;
    - e. Name and address of the provider or providers of the financial security;
    - f. Contact details of the person or entity responsible for handing seafarer's contractual claims;
    - g. Name of the owner of the ship;
    - h. Period of validity of the financial security; and
    - i. An attestation from the financial security provider that the financial security meets the requirements of Rule 19 of Merchant Shipping (Maritime Labour) Rules, 2016 or LC 2006

3. The ship owner shall not cancel or terminate the financial security without giving a notice in writing to the seafarer. The ship owner shall ensure that no financial security shall be cancelled or terminated by the provider of the financial security without giving notice of at least thirty days in advance, to the Director General of Shipping, Govt. of India, by the provider of financial security.
  4. A copy of the same shall be posted in a conspicuous place on board where it is available to the seafarers.
  5. Where more than one financial security provider provides the cover, the document provided by each provider shall be carried on board.
  6. Financial security shall provide for the payment of all contractual claims covered by it which arise during the period for which the document is valid.
  7. The certificate of financial security may either be obtained from the members of the International Group of P& I Clubs or from any of the Non-IG P&I Clubs approved by the Directorate General of Shipping, GoI or from any Indian insurance companies or any other entity approved by D-G shipping in order to cover all the required claims of seafarers under the M.S.(Maritime Labour) Rules, 2016.
  8. Financial security shall provide direct access to sufficient coverage and expedited financial assistance to any seafarer.
  9. Financial security should be encashable/*payable*, if required, under the direction of the registrar of ships, in case a ship owner is absconding or does not take up the due responsibilities for the payment of compensation to the seafarer.
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**Declaration of Maritime Labour Compliance – Part II**  
(Measures adopted to ensure ongoing compliance between inspections)

The following measures have been drawn up by the undersigned to comply with the requirements of Annex 1 of MS notice 01 of 2019 dated 11.01.19 with respect to the ship \_\_\_\_\_ IMO No. \_\_\_\_\_ Gross Tonnage: \_\_\_\_\_ to ensure ongoing compliance between inspections for all working and living condition on board ship.

1. Minimum age .....
2. Medical certification .....
3. Qualification of seafarers .....
4. Seafarers' employment agreement.....
5. Use of licensed recruitment & placement service.....
6. Hours of work or rest .....
7. Manning levels for the ship .....
8. Accommodation .....
9. On-board recreation facilities .....
10. Food and catering .....
11. Health and safety and accident prevention .....
12. On-board medical care .....
13. On-board complaint procedures .....
14. Payment of wages .....
15. Financial security for repatriation .....
16. Financial security relating to ship-owners' liability .....

I hereby certify that the measure have been drawn up to ensure ongoing Compliance, between inspections, with the requirement listed in Annex 1 of M. S. Notice 01 of 2019 dated 11.01.19:

Name of the shipowner<sup>1</sup>: .....

<sup>1</sup> *Ship-owner means an organization or person, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on ship owners in accordance with MLC convention, regardless of whether any other organization or persons fulfil certain of the duties or responsibilities on behalf of the ship-owner. In short ship-owner is the entity holding the DOC under ISM Code.*

SCHEDULE

MULTIMODAL TRANSPORT DOCUMENT				
Consignor		MTD Number		
-----		Shipment reference no.		
Consignee (or order)		<b>(Name and address of the MTO with MTO registration Number)</b>		
-----		Taken in Charge in apparently good condition, herein at the place of receipt, for transport and delivery as mentioned above, unless otherwise stated. The MTO, in accordance with the provisions contained in the MTD, undertakes to perform or to procure the performance of the multimodal transport from the place at which the goods are taken in charge, to the place designated for delivery and assumes the responsibility for such transport.		
Notify address		One of the MTD(s) must be surrendered, duly endorsed in exchange for the goods in witness where of the original MTD all of this tenor and date have been signed in the number indicated below one of which being accomplished the other(s) to be void.		
-----				
Place of acceptance		Date of acceptance		
-----				
Place of Delivery	Date or period of Delivery	Modes/means of transport	Route/place of transshipment (if any)	
Container No(s)	Marks and number	Number of packages, kind of packages, general description of goods	Gross Weight	Measurement
Particulars above furnished by consignee/ consignor				

**Part A: (Inspection check list)**

**Ship's Details**

<b>Name of Ship</b>	<b>Port of Registry</b>	<b>IMO No</b>	<b>Gross tonnage</b>
<b>Official Number/Call Sign</b>	<b>Date/Year Built</b>	<b>Type of ship</b>	<b>Area of Operation</b>
<b>Name of Ship-owner**</b>	<b>Address of Ship-owner</b>		
<b>Name of RPS Provider, if applicable</b>	<b>Address of RPS Provider and RPSL number with validity</b>		
<b>Is the original ship owner's declaration (DMLC Part II) on board duly signed by the shipowner**?</b>			
<b>Date of previous Inspection:</b>			
<b>Date and Port of Inspection:</b>			

*\*\*Ship-owner means an organization or person, who has assumed the responsibility for the operation of the ship from the registered owner of the ship and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on ship owners in accordance with the M S Maritime Labour Rules, 2016 regardless of whether any other organization or persons fulfil certain of the duties or responsibilities on behalf of the ship-owner.*

**General Guidelines:**

- 1) These guidelines are applicable to ships of less than 500 GT and River Sea Type 1 vessels, irrespective of their GT, registered under Merchant Shipping Act 1958, as amended.
- 2) "Terms and Conditions" of employment of the seafarer on board ships means "Terms and Conditions" stipulated in:
  - a) Articles of Agreement, where applicable, and
  - b) Seafarers Employment Agreement (SEA) drawn in accordance with the Rule 8 of the MS Maritime Labour Rules 2016 and signed between the seafarer and the shipowner or its representative or
  - c) CBA (where applicable) or

d) "Rules of employment" of the Central/State Govt. agencies/major port trusts or  
 e) any other form of employment agreement complying with the guidelines issued by the D G Shipping from time to time.

3) Records, where required, maybe maintained in appropriate forms/check list or in a register/note book.

4) Any deficiency noted during the inspection shall be recorded separately by the inspector on a proper form.

5) Deficiencies, if any, observed during the inspection of the ship shall be categorised as "Major" or "Minor".

6) Any violation of the requirement under the category of minimum age of seafarers, valid medical fitness certificate, qualification requirement of seafarers, use of non-licensed RPS provider, where applicable, non-compliance with minimum safe manning document issued by the registrar, non-payment of wages for a period exceeding 2 months, absence of adequate crew insurance cover and financial securities as required under MS maritime (labour) rules, 2016, shall amount to "Major" deficiency and the attending inspector may demand rectification of the deficiency prior to the sailing of the ship from the Port or 48 hours whichever is earlier.

7) Any other violation of the requirement listed in the "Annexure 1" and "Check List " (Annexure 3) shall amount to "Minor" deficiency and the ship-owner shall be given time to rectify the deficiency in a maximum 15 days of time.

**Mandatory Inspection Items:** *(Where required, guidance and explanations are provided in Italics)*

S N	Requirement	Verification/s by MLC Inspector
<b>1. Minimum Age</b>		
1. 1	Are any young persons (between the age of 16 and 18 years) employed on board? If the answer is YES, shipowner to further confirm:	
1. 1a	Whether the definition of "Night" been documented and is in compliance?	
1. 1b	Are the young person employed in "Night work" other than for the structured training programme as approved by the administration?	
1. 1c	Are the young person, if on board, employed in hazardous work?	

<b>2. Medical Certification</b>		
2. 1	Are all seafarers on board holding a valid medical fitness certificate with validity date not more than 2 years from the date of issue? (One year for Young persons)	
2. 2	The medical fitness certificate has been issued by: a. A Doctor approved by D G Shipping OR b. Where D G Shipping approved Doctor is not available i. By a hospital/medical facility run by Central/State Govt. OR ii. By a hospital/medical facility run by the Port Trust.	
2.	Does the medical fitness certificate state	



	understanding of their rights and responsibilities?	
4.4	Is the employment agreement signed in duplicate by both the seafarer & the ship-owner or a representative of the ship-owner and the seafarer has been provided his copy ?	
4.5	Are the seafarers provided record of their employment on board the ship in appropriate form ? <i>No te Record of the employment to endorsed on CDC or where CDC is not a requirement, in any other appropriate form.</i>	
<b>5. Use of any licensed or certified or regulated private recruitment and placement service</b>		
5.1	Are the seafarers recruited through a private recruitment and placement service (RPS) provider ? <i>No te Copy of the valid RPS license to be available on board.</i>	
5.1.a	If the answer for above is YES, has the RPS provider entered in to a formal Agreement (RPSL Form VII) with the ship-owner ?	
<b>6. Hours of work or rest</b>		
6.1	Is the Table of working arrangement for schedules at sea and in port posted in a conspicuous location, where practical ? <i>No te Harbour tugs, support crafts etc. when operating within port limits may be exempted from this requirement.</i>	
6.2	Are the records of hours of rest or work duly signed by the each seafarer and Master maintained on board ? <i>No te Minimum hours of rest to be provided shall be 10 hours in any 24 hours which may be divided into no more than two periods and one of which shall be at least 6 hours.</i>	
<b>7. Manning levels for the ship</b>		
7.1	Are manning levels for the ship adequate, ensuring that ships are operated safely, efficiently and with due regard to security? <i>(Minimum Safe Manning Document issued by the Registrar to be available on board)</i>	
<b>8. Accommodation and On-board recreational facilities</b>		
8.1	Ship constructed before 09 <sup>th</sup> October, 2016 are required to have Accommodation plan approved by the Administration where applicable ?	
8.2	For ships constructed on or after 9 <sup>th</sup> October, 2016, the guidelines issued by the D G Shipping shall be complied with. <i>No te Exemptions granted by the D G Shipping, if any, to be mentioned.</i>	
8.3	Recreational facilities, amenities or services to be provided on board for seafarers ? <i>No te Due consideration shall be given to the size, type and area of operation of the ship when verifying this requirement.</i>	
8.	Is there a proper record of regular (bi-	

4	monthly) inspection of the accommodation, galley, provision stores etc. carried out by the Master/Designated officer?	
No te	<i>Ships may be exempted from the requirements listed above in 8.1 to 8.4, if the seafarers do not stay overnight on board or the crew is employed in periodic shifts with suitable facility provided ashore.</i>	
8.5	Do the seafarers have safe access to space or spaces on open deck, when off duty?	
<b>9. Food and catering</b>		
9.1	Are adequate food, in terms of quantity, quality, nutritional value and variety, provided to seafarers free of cost?	
9.2	Are food and drinking water supplied having regards to the no. of seafarers on board, their religious requirements and cultural practices as they pertain to food, the nature and duration of the voyage?	
9.3	Are there secure and hygienic storage facilities for food, provision and garbage?	
9.4	If the seafarer, who is engaged as cook on the ship where the Specified Safe Manning (Minimum safe manning document issued by the Administration), is 10 or more, in possession of the Certificate of Competency of Cook, issued by Directorate General of Shipping?	
No te	<i>(Adequate shore based catering arrangement made by the shipowners for the seafarers employed on board shall be considered a substantial equivalent for requirement listed under 9.1 to 9.4 above.)</i>	
<b>10. Health and safety protection and accident prevention</b>		
10.1	Are there procedures in place of "Permit to work" system when undertaking hazardous tasks on board?	
No te	<i>Any Hot work on board and entry in to enclosed spaces shall be considered hazardous tasks.</i>	
10.2	Are the Seafarers provided with adequate Personal Protective Equipment (PPE) to prevent occupational accidents, injuries and diseases on board?	
10.3	Where there are 6 or more seafarers employed on board, is the Safety Meeting conducted on board at least once monthly and recorded and actions taken as required?	
<b>11. On-board Medical care</b>		
11.1	Is there a reasonable stock of medicines & equipment as applicable to the ship?	
No te	<i>For ships operating within port limits with an arrangement with Port Medical facility, an approved First Aid Box and a Stretcher on board shall be considered a substantial equivalent for requirement listed under 11.1 above.</i>	
11	Is there at least one seafarer with approved	

.2	first- aid training on board the ship?	
11 .3	Has the Master of the ship been provided with the procedures to contact Ship owner/Ship owner's appointed Doctor/Port doctor for Medical Advice?	
11 .4	Are the seafarers provided access to free medical care ashore?	
<b>12. On board complaint procedures</b>		
12 .1	Is there an on-board complaint procedure seeking to resolve complaints of seafarers employed on board and is the compliant procedure available to seafarers ?	
No te	<i>Appropriate notices, displayed conspicuously on board the ship, stating seafarers right to complaint to the Master, Company and the external authorities, as required, with contact details, shall be considered a substantial equivalent for the requirement listed under 12.1 above.</i>	
12 .2	Are there any pending complaints to be resolved ?	
<b>13. Payment of Wages</b>		
13 .1	Are the wages paid at monthly intervals to the seafarers and in accordance to the "Terms and Conditions" of the employment agreement?	
13 .2	Terms and Conditions of the employment shall specify: a) Basic Wages payable. b) Leave Wages payable. c) Overtime payable d) Provident Fund, where applicable, payable e) Gratuity, where applicable, payable. f) Any other allowance, if applicable.	
No te	<i>Basic &amp; Leave wages, overtime and PF are to be determined on the basis of the basic wages payable to the seafarer in accordance with the "Terms and Conditions" of the employment.</i>	
13 .3	Is there a provision for allotment of part/full wages of the seafarer to be remitted to his nominated beneficiary account free of cost ?	
13 .4	Are there any unauthorized deductions made from the seafarers' wages?	
13 .5	Are the seafarers given statement of monthly account wages?	
No te	<i>(Compliance with the rules of employment of the central/state Govt. agencies or the Port Trusts, as applicable, shall be considered a substantial equivalent for the requirement listed from 13.1 to 13.5 above.)</i>	
<b>14. Entitlement to leave</b>		
14 .1	Are the seafarers granted shore leave to benefit their health and well-being consistent with the operational requirements of their positions?	
14	Are the seafarer paid annual leave of	

.2	minimum 2.5 days per month or pro rata for the period of seafarer's service on board ? <i>The Compliance with the rules of the employment of the State/Central Govt agencies or the Port Trust, as applicable, shall be considered as substantial equivalent for the requirement listed under 14.2 above.</i>	
<b>15. Repatriation</b>		
15.1	Are the seafarers repatriated as per the "terms and conditions" of the employment mentioned in the SEA/CBA or the rules of employment of the state/central Govt. agencies or the Port Trust, as the case maybe.	
15.2	Financial Security (or a similar instrument approved by the D G Shipping) covering a minimum of 2 months of the wages of all seafarers employed on board to be provided by the shipowner issued by an agency & in the format acceptable to the D G Shipping.	
No te	<i>The Compliance with the rules of the employment of the State/Central Govt. agencies or the Port Trust, as applicable, shall be considered as substantial equivalent for the requirement listed under 15.1 and 15.2 above.</i>	
<b>16. Ship owners' liability</b>		
16.1	Does the "Terms and the Conditions" of the employment of the seafarer state that the ship owner shall bear the costs for seafarers working on board in respect of sickness and injury occurring between the date of commencing duty and the date upon which they are deemed duly repatriated, or arising from their employment between those dates?	
16.2	Financial security (or a similar instrument approved by the D G Shipping) to be provided by the shipowner in accordance with the rule 19 of M S Maritime Labour Rules 2016 issued by an agency & in the format acceptable to the D G Shipping.	
16.3	Does the Terms and Conditions of the employment of the seafarer state that the ship-owner defray the expense of medical care, including medical treatment and the supply of the necessary medicines and therapeutic appliances, board and lodging away from home until the sick or injured seafarer has recovered or until the sickness or incapacity has been declared of a permanent character?	
No te	<i>The Compliance with the rules of employment of the State/Central Govt. agencies or the Port Trust, as applicable, shall be considered as substantial equivalent for the requirement listed in 16.1 to 16.3 above.</i>	

16 .4	Are there measures for safeguarding property left on board by the sick, injured or deceased seafarers and for returning it to them or to their next of kin?	
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Date.....

Date.....

Name/Signature/stamp of the Master

Name/Signature/stamp of the  
Authorised Signatory of the Recognised Organisation

**Part B**

**STATEMENT OF COMPLIANCE**

Name of ship	Distinctive number or letters	Port of registry	Gross tonnage	IMO number
Name and address of the ship-owner			Type of ship	

This is to certify that this ship has been inspected and verified to be in compliance with the requirements as stated in the Part A of Annex 3 of M. S. Notice 01 of 2019 issued by the Directorate General of Shipping, Govt of India.

This Statement of Compliance is valid until ..... (dd/mm/yyyy), subject to intermediate inspections in accordance with M. S. Notice 01 of 2019 issued by the Directorate General of Shipping, Govt of India.

Completion date of the inspection on which this Statement of Compliance is based was ..... (dd/mm/yyyy) Issued at..... on ..... (dd/mm/yyyy).

***Official Seal***

***[Authorized Signatory of Recognized Organization]***

**Endorsement for Intermediate Inspection**

Place.....

Date:.....

Authorized Signatory of Recognized Organization

Official Seal