



भारतसरकार/ GOVERNMENT OF INDIA
पत्तन, पोतपरिवहनऔरजलमार्गमंत्रालय
MINISTRY OF PORTS, SHIPPING AND WATERWAYS
नौवहनमहानिदेशालय, मुंबई
DIRECTORATE GENERAL OF SHIPPING, MUMBAI

File No. 23-POL/2/2025-CREW-DGS (C. No. 33054)

Date: 04.03.2025

M. S. Notice No. 03 of 2025

Subject: Addendum to M.S. Notice No. 16 of 2016 dated 08.12.2016: Implementation of Maritime Labour Convention, 2006 - inspection and certification of the Maritime Labour Conditions of Indian Flagged ships – reg.

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 29.02.2016, vide the Ministry of Ports, Shipping and Waterways, Government of India's Notification G.R.F. 202 (E) dated 29.02.2016.

2. Whereas, in exercise of the powers conferred by sub-section (3) of section 95 and section 457 of the Merchant Shipping Act, 1958 (44 of 1958), and in supersession of the Merchant Shipping (Recruitment and Placement of Seafarers) Rules, 2005, the Central Government has notified Merchant Shipping (Recruitment and Placement of Seafarers) Rules, 2016 which came into force with effect from 15.02.2016, vide the Ministry of Shipping, Govt. of India's Notification G.S.R. 169 (E) dated 15.02.2016 and further amended the Rules as Merchant Shipping (Recruitment and Placement of Seafarers) Amendment Rules, 2022, which came into force with effect from 26.02.2022 vide G.S.R. 319 (E).

3. Whereas, the International Labour Conference (ILO) in its 110th session adopted a series of significant amendments to the Maritime Labour Convention (MLC), 2006. These amendments were adopted to address the challenges observed during the COVID-19 pandemic and are intended to strengthen the rights of seafarers, ensure their well-being, provide them secure environment in the Maritime Industry and are set to enter into force globally on **23rd December 2024**.

4. Whereas, member states party to MLC, 2006 including India, are responsible for implementing the said amendments. The Directorate General of Shipping, Govt. of India has issued DGS Order No. 21 of 2024 dated 19.12.2024 for applicable for all the MLC amendments effective and in force from 23.12.2024. The Directorate had issued directives to Indian shipowners, Managers and Recruitment and Placement Service Licenses (RPSL) agencies to ensure full and effective compliance to the listed MLC 2022 amendments by updating their Safety Management Systems (SMS), Crewing Manuals and Declaration of Maritime Labour Compliance (DMLC) as required.

5. In view of the above amendments to Maritime Labour Convention, the necessary amendments incorporated in the Declaration of Maritime Labour Compliance (DMLC) Part-I

Signature
04/03/2025

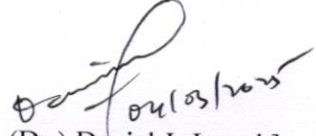
9वीं मंजिल, बीटा बिल्डिंग, आई थिंक टेक्नो कैम्पस, कांजुर गाँव रोड, कांजुरमार्ग (पूर्व) मुंबई- 400042

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(as in Annexure 1) is issued for uniform compliance of all concerned. All the owners may apply for issuance of the DMLC to the respective Mercantile Marine Department (MMD's) and ship owners may make necessary amendments to DMLC Part-II in line with changes incorporated in DMLC Part-I (as enclosed) and submit to respective MMD's for necessary verification and endorsements.

6. This issues with the approval of Director General of Shipping


[Capt. (Dr.) Daniel J. Joseph]
Dy. Director General of Shipping

Encl.: As above.

To,

1. Nautical / Engineering / Naval Architecture / Training / SD Branch of the Directorate.
2. Principal Officer, Mercantile Marine Department Offices (Mumbai, Chennai, Kolkata, Kandla, Kochi)
3. Surveyor-in-charge, Mercantile Marine Department Office (Jamnagar, Marmugoa, Mangalore, Tuticorin, Vishakhapatnam, Paradip, Haldia, Port Blair, Noida)
4. All Shipping Companies / INSA / ICCSA
5. Hindi Branch (for translation)
6. Computer Section for uploading on website.

Copy To,

1. The Secretary to Govt. of India, Ministry of Ports, Shipping and Waterways, Transport Bhavan, 1, Parliament Street, New Delhi – 110001



DMLC/MUM/2025/....
DATE:.....

Maritime Labour Convention, 2006

Declaration of Maritime Labour Compliance – Part I

(Note: This declaration must be attached to the ship's Maritime Labour Certificate)

Issued under the authority of: **The Director General of Shipping, Government of India.**

With respect to the provisions of the Maritime Labour Convention, 2006 the following referenced ship:

Name of the Ship	IMO Number	Gross Tonnage

is maintained in accordance with Standard A5.1.3 of the Convention [(Rule 24 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016)].

The undersigned declares, on behalf of the abovementioned competent authority, that:

- a) the provision of the Maritime Labour Convention are fully embodied in the national requirements referred to below:
- b) these national requirements are contained in the provisions referenced below; explanations concerning the content of those provisions are provided where necessary;
- c) the detail of any substantial equivalencies under Article VI, paragraphs 3 and 4 of the Convention are provided under the corresponding requirement listed below in the section provided for this purpose below (strike the statement which is not applicable);
- d) any exemption granted by the competent authority in accordance with Title 3 [(under rules (16) and (17) of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016)] are clearly indicated in the section provided for this purpose below; and
- e) any ship-type specific requirements under national legislation are also referenced under the requirements concerned.

1) Minimum age (Regulation 1.1) [Rule 4 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:

1. No person under 16 years of age shall be engaged or carried to the sea to work in any capacity in any ship.
2. A 'young person' means any seafarer between the age of 16 and 18 years.
3. '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
4. Night work for young person is prohibited with the following exceptions;
 - 4.1. for structured training with established programs and schedules approved by the Director General of Shipping.
5. For those specific types of work or an approved training program which are scheduled to be carried out at night only. These types of work shall be decided by the Director General considering the well-being of the young persons. Young person shall not be engaged or employed for Carrying out the following hazardous works which may jeopardize the health of such young person's.
 - 5.1. Operating power machines, hoists, cranes or acting as signalers for the operators of such machines.
 - 5.2. Attending to afloat works and works on deck during foul and heavy weathers.
 - 5.3. Entry into boilers, tanks, cofferdams and confined spaces.
 - 5.4. Rigging
 - 5.5. Lifting, moving or carrying heavy loads.
 - 5.6. Exposure to toxic / radioactive and other dangerous / hazardous substances.
 - 5.7. Entrusting any other work which has been declared as hazardous work by the Director General.

2) Medical certification (Regulation 1.2) [Rule 5 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:

1. Any seafarer including young person employed on board a ship / vessel shall hold a valid medical certificate declaring him / her to be medically fit to carry out duties on board a ship / vessel as prescribed in section 98 and 111 of M. S. Act, 1958 respectively.
2. Medical certificate shall be 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 MLC 2006 compliant.
3. 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.
4. In exceptional and urgent circumstances the seafarers including young persons are allowed to sail up to the next port of call without a valid medical certificate. Such sailing

shall not exceed 3 months 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) Qualifications of seafarers (Regulation 1.3) [Rule 6 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:

1. All seafarers working on board any ship shall be trained or certified as competent or otherwise qualified to perform their duties.
2. Any seafarer shall be permitted to work onboard a ship only after successfully completing training for personal safety on board.
3. Training and certification of the seafarers shall be in accordance with and conforming to the mandatory instruments adopted by IMO including STCW convention.
4. Qualification, training and certification of the seafarers shall be as prescribed by the Directorate General as per STCW requirements.

4) Seafarers' employment agreements (Regulation 2.1) [Rule 8 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:

1. seafarers working on Indian flag ships shall have a seafarers' employment agreement 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 and the rules made thereunder.
2. seafarers signing a seafarers' employment agreement shall be given an opportunity to examine and seek advice on the agreement 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;
3. the ship owner and seafarer concerned shall each have a signed original of the seafarers' employment agreement;
4. the ship owner shall ensure that clear information as to the conditions 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;
5. at the end of, or termination of, contract, every seafarer's continuous discharge certificate shall be endorsed with record of employment on board the ship;
6. Where a collective bargaining agreement in full or part forms part of a seafarers' employment agreement, a copy of that agreement shall be made available on board;
7. The seafarers' employment agreement and any applicable collective bargaining agreement shall be in English;
8. Seafarers' record of employment on board the ship shall be entered in his Continuous Discharge Certificate and given to him on his signing off;

9. Minimum notice period to be given for an early termination is 7 days. In case of termination of contract without notice except on disciplinary grounds, pro rata payment shall be deducted. However, the minimum notice period shall not be applicable in case of termination due to emergency circumstances or compassionate grounds;
10. Ship owner or its licensed recruitment and placement service provider shall file the articles of agreement signed with the seafarer to the shipping master or other related authority within the time limit as specified by the Director General of Shipping;
11. Seafarers' employment agreements shall in all cases contain the particulars specified in sub rule 5 of Rule 8 of MS(Maritime labour) Rules;
12. Minimum period of notice to be given by the seafarers and ship owner for the early termination of a seafarers' employment agreement shall be in accordance with the collective bargaining agreement or seafarer employment agreement, 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 applicable collective bargaining agreements 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.
13. 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 collective bargaining agreement or the Seafarers' Employment Agreement.
14. Seafarer's employment agreement shall continue to have effect while a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it. For the purpose of this paragraph the term:
 - a) Piracy shall have the same meaning as in the United Nations Convention on the Law of the Sea, 1982;
 - b) Armed robbery against ship means any illegal act of violence or detention or any act of depredation, or threat thereof, other than an act of piracy. Committed for private ends and directed against a ship or against persons or property on board such a ship, within a state's internal waters, archipelagic waters and territorial sea, or any act of inciting or of intentionally facilitating an act described above.

5) Use of any licensed or certified or regulated private recruitment and placement service (Regulation 1.4) [Rule 7 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016, Merchant Shipping (RPS) 2016 Rule 5(1) g]:

1. 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.



2. The Ship-owners, RPS agents are to ensure that the seafarers recruited onboard their vessels are informed about their rights applicable under Seafarer's Employment Agreement (SEA) and applicable Collective Bargaining Agreement (CBA) prior to or in the process of engagement before sign-on onboard ships and maintain necessary documentary records to satisfy the compliance.

6) Hours of work or rest (Regulation 2.3) [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 collective bargaining agreement or seafarers' employment agreement.
2. The ship owner shall adopt minimum hours of the rest which shall be,-
 - (i) not less than ten hours in any twenty-four hour period; and
 - (ii) not less than seventy-seven hours in total for a period of seven days in different spells.
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.
4. Musters, fire-fighting and lifeboat drills, and drills provided by the Act and rules made there under and by the International instruments shall be conducted in a manner that minimises the disturbance of rest period and does not induce fatigue.
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 ensure the posting, in an easily accessible place, of a table with the shipboard working arrangements, which shall contain for every position at least.—
 - (a) the schedule of service at sea and service in port; and
 - (b) the minimum hours of rest as agreed upon within the frame-work of the applicable collective bargaining agreements.
7. The table referred above shall be established in a standardised format as given in Annexure -VII.
8. The ship owner shall maintain records of seafarers' daily hours of rest, to allow monitoring of compliance with the provision of sub-rules (3) to (7), in a standardised format as given in Annexure-VII.
9. Copy of the records pertaining to the seafarers shall be endorsed by the master or a person authorised by the master.
10.
 - (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.

11. (a) relaxations from the required hours of rest under clause (3) and clause (4) may be allowed for not more than two consecutive weeks provided that the rest period is not less than seventy hours in any seven day period, and the interval between two periods of relaxation on board shall not be less than twice the duration of the relaxation;
- (b) the ten hours of rest in a twenty four hour period provided during the relaxation may be divided into no more than three periods, one of which shall be at least six hours in length, and the said periods shall not be less than one hour in length;
- (c) Interval between consecutive periods of rest shall not exceed fourteen hours: Provided that no relaxation shall be made for duty beyond twenty four hour in any seven day period.
12. 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.
- (2) 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]:*
1. The ship owner shall ensure that each ship shall be manned as per the safe manning document issued by the 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 a provision of Regulation 3.2 with regards to food and catering is complied with.
- 8) Accommodation (Regulation 3.1)** *[Rule 16 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:*
1. The requirements of accommodation code as per MLC 2006 shall apply to ships constructed after the MLC 2006 comes into force and shall be in accordance with Merchant Shipping (Seafarers' Accommodation) Rules, 2016.
2. For those ships constructed before the MLC 2006 comes into force, M.S. (Crew Accommodation) Amendment Rules 1998 applies (as per applicability), shall be in accordance with Merchant Shipping (Crew Accommodation) Rules, 1960, as amended.
3. Weekly 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 MLC 2006 code.



9) Onboard recreational facilities (Regulation 3.1) [Rule 16 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:

1. The requirements of accommodation code as per MLC 2006 shall apply to ships constructed after the MLC 2006 comes into force and shall be in accordance with Merchant Shipping (Seafarers' Accommodation) Rules, 2016.
2. For those ships constructed before the MLC 2006 comes into force, M.S. (Accommodation) Rules 1998 applies (as per applicability) shall be in accordance with Merchant Shipping (Crew Accommodation) Rules, 1960, as amended.
3. Recreation facilities including but not limited to television, showing of films, magazine, sports equipment, social connectivity (internet services) & e-mail facilities library etc., shall be provided on board ships at no cost to seafarers and maintain necessary documentary records to satisfy compliance..
4. The Ship-owner to ensure that the seafarers are provided reasonable access to ship-to-shore telephone communications, where available, with any charges for the use of these services being reasonable in amount and maintain necessary documentary records to satisfy the compliance.

10) Food and catering (Regulation 3.2) [Rule 17 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:

1. The Ship owner shall ensure that the seafarers are
 - a) Provided food and drinking water supplies, having regard to the number of seafarers on board, their religious requirements and cultural practices as they pertain to food. and the duration and nature of the voyage, shall be suitable in respect of quantity, nutritional value, quality and variety, and shall be provided free of charge during the period of engagement; including travelling to and fro from the ship.
 - b) The organization and equipment of the catering department shall be such as to permit the provision to the seafarers of adequate, varied, balanced and nutritious meals prepared and served in hygienic conditions;
 - c) The quality and quantity of food supplied shall be in conformity with the collective bargaining agreement or as may be specified by the Director General of Shipping and maintain necessary documentary records to satisfy the compliance.
2. The ship owner shall ensure that the seafarers who are engaged as cooks of the ship are in possession of the Certificate of Competency of Cook, issued by Directorate General of Shipping.
3. Catering staff shall be trained or instructed for their positions on board ship.
4. On ships operating with a specified manning of less than ten which, by virtue of the size of the crew or the trading pattern, may not be required to carry a fully qualified cook, anyone processing the food in the galley shall be trained or instructed in areas including food and personal hygiene and handling and storage of food on board ship and in the case of exceptional necessity, the Director General of Shipping may, issue a dispensation permitting a non-fully qualified cook to serve in a specified ship for a specified period, until the next convenient port of call or for a period not exceeding one month, provided that the person to whom the dispensation is issued is trained or instructed in areas including food and personal hygiene and handling and storage of food on board ship.

5. 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 in relation to their quantity, nutritional value, quality and variety;
 - 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.
6. No seafarer under the age of eighteen shall be employed or engaged or work as a cook with the ship.

11) Health and safety and accident prevention (Regulation 4.3) [Rule 20 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:

1. Ship owner shall adopt, implement and promote occupational safety, health policies, programmes on board ships including risk evaluation, training as well as instruction of seafarers in accordance with the provisions of safety management system(SMS) developed by it.
2. The Ship owner to ensure that reasonable, precautions to prevent occupational accidents, injuries and diseases on board ship, including through the provision of all necessary appropriately-sized personal protective equipment and measures to reduce and prevent the risk of exposure to harmful levels of ambient factors and chemicals, as well as the risk of injury or disease that may arise from the use of equipment and machinery on board ships are provided and maintain necessary documentary records to satisfy the compliance.
3. Ship owner shall report the details of occupation accidents, injuries and diseases, including harassment and bullying occurred on board the ships in accordance with the relevant section of Merchant Shipping Act 1958 as amended.
4. Ship owner 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 as prescribed in SMS.
5. Ship owner and master shall ensure that a ships safety committee is established on board and shall submit the records of its recommendations, action taken and functioning during the inspections and specify the authority of the ship's seafarers selected as safety representatives to participate in meeting of the ships safety committee in accordance with the laid down procedures.
6. Ship owner 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.
7. The ship-owner should undertake investigations into the causes and circumstances of all occupational accidents and occupational injuries and disease resulting in loss of life or serious personal injury including
 - a) Working environment, such as working surfaces, layout of machinery means of access, lighting and methods of work;
 - b) Incidence in different age groups of occupational accidents and occupational injuries and diseases;
 - c) special physiological or psychological problems created by the shipboard environment;



- d) problems arising from physical stress on board a ship, in particular as a consequence of increased workload;
- e) problems arising from and effects of technical development and their influence on the composition of crews;
- f) problems arising from any human failures; and
- g) problems arising from harassment and bullying.

12) On-board medical care (Regulation 4.1) [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, for seafarers working on board a ship which —
 - 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;
 - d) ensure that medical care and protection of health services while a seafarer is on board ship or landed in a foreign port are provided free of charge to seafarers; and 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. The ship owner shall adopt a standard medical report form for use by the masters of the ship and relevant onshore and on-board medical personnel which is being specified by Directorate General of Shipping, GoI separately and the form when completed, its contents shall be kept confidential and shall only be used to facilitate the treatment of seafarers.
3. Ships to which Merchant Shipping (Carriage of Medical Officers) Rules, 1961 apply shall carry medical practitioner on board.
4. (a) The ship which does not carry a medical practitioner shall be required to have either at least one seafarer on board who oversees medical care and administering medicine as part of their regular duties or at least one seafarer on board competent to provide medical first aid.
 (b) Persons in charge of medical care on board who are not medical practitioner shall have satisfactorily completed training in medical care that meets the requirements of Standard of Training Certification and Watch Keeping Convention.
 (c) Seafarers designated to provide medical first aid shall have satisfactorily completed training in medical first aid that meets the requirements of Standard of Training Certification and Watch keeping.
5. (a) The ship owner shall ensure by a prearranged system that medical advice by radio or satellite communication to ships at sea, including specialist advice is available on all twenty four hours of a day.



(b) Such medical advice, including the onward transmission of medical messages by radio or satellite communication between a ship and those ashore giving the advice, shall be available free of charge to all ships irrespective of the flag that they fly.

13) On-board complaint procedures (Regulation 5.1.5) [Rule 26 of the Govt. of India's Merchant Shipping (Maritime Labour) Rules, 2016]:

The Indian Flag ship shall adopt following on board complaint procedures:—

- a) Any aggrieved seafarer serving on board an Indian flag ship shall, as soon as is feasible, submit a written complaint to his Head of Department on board (deck or engine), which shall be immediately and formally acknowledged by the Head of Department to the seafarer concerned.
- b) If the Head of Department cannot resolve the seafarer's complaint to the satisfaction of the seafarer, within a prescribed time limit of three days of receipt of the complaint, the Head of Department shall refer it to the Master of the ship, who shall handle the matter personally and settle the issue within seven days of receipt of complaint.
- c) 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 work thereon.
- d) All complaints and decisions on the complaint shall be duly recorded in the official record book and a copy of the decision taken, in each case, shall be provided to the seafarer concerned by the said issue-resolving authority. A proper documentary record of all the complaints and actions taken on each complaint shall be kept on board and shall be available for an inspection by the authorities concerned for a period of at least three years of receipt of complaint.
- e) If the Master of the vessel cannot resolve the complaint on board, he shall take it up with the ship-owner concerned, under and due immediate intimation to the seafarer. The shipowner shall resolve the matter, without any delay, but not later than within a maximum period of one month of receipt of complaint. Contact details of the shipowner for resolving seafarer's complaints shall be made available onboard, by the Master of the vessel. The shipowner shall, in resolving the complaint, take the assistance of the Committee that may be set up by it, comprising the seafarers union(s) also.
- f) If the complaint of the seafarer is not resolved by the recruitment and placement service or shipowner within one month, including the Committee also represented by the seafarers union, 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. The complaint so registered with the authority shall contain the copies of the complaint made by the seafarer to all his superiors, as mentioned above, including to the recruitment and placement service or shipowner or Union (if any) and the replies given thereto by them, if any.
- g) A seafarer on board a vessel calling at a foreign port, in between a voyage shall also have the right to separately report his complaint alleging breach of the requirement of, the Maritime Labour Convention, 2006 including seafarers' rights, to the authorized officer at that port, under the Maritime Labour Convention on-shore seafarer complaint handling procedures.

- h) In all such cases, seafarers shall also have the right to file their complaints directly with the Master or recruitment and placement service provider or shipowner or any other legal entity that the seafarers may consider appropriate for the purpose.

14) Payment of wages (Regulation 2.2) [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 seafarers are given a monthly account of the payments due and the amounts paid, including wages, additional payments and the rate of exchange used where payment has been made in foreign currency.
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-rule (3) and clauses (a) and (b) of sub-rule (4) shall be reasonable in amount, and unless otherwise provided the rate of currency exchange shall be at the prevailing market rate or the official rate prescribed by the Reserve Bank of India and not be unfavourable to the seafarer.
5. The wages included in the collective bargaining agreement or the Seafarers' Employment Agreement shall be in accordance with the guidelines as laid down in the Maritime Labour Convention.
6. Where a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ship, wages and other entitlements under the seafarers' employment agreement, relevant collective bargaining agreement or applicable national laws, including the remittance of any allotments as provided in paragraph 4 of this Standard, shall continue to be paid during the entire period of captivity and until the seafarer is released and duly repatriated in accordance with Standard A2.5.1 or, where the seafarer dies while in captivity, until the date of death as determined in accordance with applicable national laws or regulations. The terms piracy and armed robbery against ships shall have the same meaning as a Standard A2.1, paragraph 7.



15) Financial Security for repatriation (Regulation 2.5) [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.
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 collective bargaining agreement/seafarer employment agreement; and also
 - (c) when the seafarers are no longer able to carry out their duties under their employment agreement or cannot be expected to carry them out in the specific circumstances, as per collective bargaining agreement/seafarer employment agreement;
 - (d) on compassionate grounds as per collective bargaining agreement/seafarer employment agreement;
 - (e) 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.
3. Ship owner shall ensure that there are appropriate provisions in collective Bargaining agreement or the seafarers employment agreement seafarer, specifying.-
 - (a) the circumstances in which seafarers are entitled to repatriation in accordance with the provisions of clauses (b) and (c) of sub-rule (2);
 - (b) the maximum duration of service periods on board following which a seafarer is entitled to repatriation – which shall be less than twelve months; and
 - (c) the precise entitlements to be accorded by ship owner 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 owner.
4. 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 collective bargaining agreements, to be in default of the seafarer's employment obligations.
5. 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 employment agreement, the relevant collective bargaining agreement,

- limited to four months of any such outstanding wages and four months of any such outstanding entitlements;
- (b) all expenses reasonably incurred by the seafarer, including the cost of repatriation referred below
 - (c) 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.
6. Cost of repatriation shall cover travel by appropriate and expeditious means, normally by air, 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.
 7. The financial security shall not cease before the end of the period of validity of the financial security.
 8. A copy of the certificate of financial security for repatriation shall be submitted to the registrar of the ship at the time of application for DMLC Part-I and subsequently during the renewal of COFS annually, for verification and record.
 9. The certificate of financial security by means of an insurance cover 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. The ship owner may also obtain the Certificate of Financial Security from the Indian insurance companies in order to cover all the required claims of seafarers under the M.S.(Maritime Labour) Rules, 2016.
 10. The financial security shall provide direct access to, sufficient coverage and expedited financial assistance to any abandoned seafarer.
 11. 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.
 12. The entitlement to repatriation may lapse if the seafarers concerned do not claim it within a reasonable period of time to be defined by national laws or regulations or collective agreements, except where they are held captive on or off the ship as a result of acts of piracy or armed robbery against ships. The terms piracy and armed robbery against ships shall have the same meaning as in Standard A2.1, paragraph 7.

16) Financial security relating to ship-owners' liability (Regulation 4.2) [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 seafarers' employment agreement or collective 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' 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 Regulation 4.2, paragraph 2 of MLC, 2006, without prejudice to other legal right, but such payment may other claim made by the seafarers against the ship owner and arising from the same incident; 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 ship.
 - 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 Organisation 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 or of the registered owner if different from the shipowner.
 - 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 Standard A4.2.1 of MLC, 2006.
3. The ship owner shall not cancel or terminate the financial security without giving a notice in writing to the seafarer.
4. 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.

5. The ship owner shall ensure that his ships carry on board a certificate or other documentary evidence of financial security issued by the financial security provider complying with Standard A4.2.1 of MLC, 2006 and copy of the same shall be posted in a conspicuous place on board where it is available to the seafarers.
6. Where more than one financial security provider provides the cover, the document provided by each provider shall be carried on board.
7. Financial security shall not cease before the end of the period of validity of the financial security unless the financial security providers has given prior notification of at least thirty days to the competent authority of the flag State.
8. 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.
9. A copy of certificate of financial security shall be submitted to the registrar of the ship at the time of an application for DMLC Part-I and subsequently during the renewal of COFS annually for verification and record.
10. The certificate of financial security by means of an insurance cover may either be obtained from the members of International Group of P& I Clubs or from any of the Non-IG P&I Clubs approved by the Directorate General of Shipping, Govt of India. The ship owner may also obtain the Certificate of Financial Security from the Indian insurance companies in order to cover all the required claims of seafarers under the M.S (Maritime Labour) Rules, 2016.
11. Financial security shall provide direct access to sufficient coverage and expedited financial assistance to any 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 compensation to the seafarer.

Signature:

Title: **PRINCIPAL OFFICER-CUM-JOINT DG (TECH)**
(Seal or stamp of the authority, as appropriate)

Place: **MUMBAI**

Date: 11/02/2025



Substantial equivalencies

(Note: Strike out the statement which is not applicable)

The following substantial equivalencies, as provided under Article VI, paragraphs 3 and 4, of the Convention, except where stated above, are noted *(insert description if applicable)*:

- 1.
- 2.
- 3.

No equivalency has been granted.

Signature:

Title: **PRINCIPAL OFFICER-CUM-JOINT DG (TECH)**

Place: **MUMBAI**

(Seal or stamp of the authority, as appropriate)

Date: 11/02/2025

EXEMPTIONS

(Note: Strike out the statement which is not applicable)

The following exemptions granted by the competent authority as provided in Title 3 of the Convention are noted:

- 1.
- 2.
- 3.

No exemption has been granted.

Signature:

Title: **PRINCIPAL OFFICER-CUM-JOINT DG (TECH)**

Place: **MUMBAI**

(Seal or stamp of the authority, as appropriate)

Date: 11/02/2025